SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: R2143092800331

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N00189-10-D-0002	12-Oct-2009			

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No Collect Calls)*	8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE N00189

FISC NORFOLK CONTRACTING DEPARTMENT
NORFOLK OFFICE
1968 GILBERT STREET, SUITE 600
NORFOLK VA 23511-3392

TEL:
FAX:

10. THIS ACQUISITION IS
[X] UNRESTRICTED
[ ] SET ASIDE: % FOR
[ ] SB
[ ] HUBZONE SB
[ ] 8(A)
[ ] SVC-DISABLED VET-OWNED SB
[ ] EMERGING SB
SIZE STD: $25M NAICS: 488310

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[ ] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/ OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE. LTD.
(b)(6), (b)(7)(C)
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)6268-5438 / 9798-3163
FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE N60951

DFAS CLEVELAND
CLEVELAND-NORFOLK ACCOUNTS PAYABLE
P O BOX 998022
CLEVELAND OH 44199-8022

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$11,530.00 EST

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES
[ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE
[X] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
(b)(6), (b)(7)(C)

31c. DATE SIGNED
12-Oct-2009

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*
(b)(6), (b)(7)(C) / Contract Specialist
TEL: (b)(6), (b)(7)(C)

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		11,530	Dollars, U.S.	$1.00	$11,530.00 EST

HUSBANDING - USS INGRAHAM (FFG-61)
FFP
All services provided will be in compliance with the Performance Work Statement and Attachment I - Pricing Spreadsheet attached.
FOB: Destination
MILSTRIP: R2143092800331
PURCHASE REQUEST NUMBER: R2143092800331
SIGNAL CODE: J

NET AMT $11,530.00 (EST.)

ACRN AA $11,530.00
CIN: R21430928003310001

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 15-OCT-2009 TO 18-OCT-2009	N/A	N/A FOB: Destination	

ACCOUNTING AND APPROPRIATION DATA

AA: SEE INDIVIDUAL DELIVERY ORDERS
AMOUNT: $11,530.00
CIN R21430928003310001: $11,530.00

CLAUSES INCORPORATED BY REFERENCE

52.216-21	Requirements	OCT 1995

CLAUSES
CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	APR 2008
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Items (May 2008) Alternate I	APR 2002
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7009	Mandatory Payment by Government-wide Commercial Purchase Card	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

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

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

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

__X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

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

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

___ (4) [Removed].

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

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

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

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

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

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

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

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

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

___(iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

__ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

_X__ (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).

___ (16) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

_X__ (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

_X__ (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of theVietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

_X__(24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

___ (ii) Alternate I (AUG 2007) of 52.222-50.

___ (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (26) FAR 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) .

___ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (28) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (29)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_X__ (31) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (35) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X__ (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

_X__ (38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

__X__ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (7) 52.237-11, Accepting and Dispensing of $1 Coin (AUG 2007)(31 U.S.C. 5112(p)(1)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

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

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

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award to final day of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $3,000.00 per ship visit, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract. This restriction is because these items can be bought with the Government Wide Purchase Card below the aforementioned threshold.

(b) Maximum order. The Contractor is not obligated to honor:

(1) For ALL port areas covered herein, any order to husband in excess of six (6) vessels. The six vessels in any one port. The mix shall be undefined; or

(2) Unless contractor agrees to accept service provisions for additional vessels; or

(3) A series of orders from the same ordering office within one (1) day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one (1) day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last day of the contract dictated in the period of performance .

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor, anytime prior to commencement of the option.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR Clauses http://acquisition.gov/comp/far/index.html
DFAS Clauses http://www.acq.osd.mil/dpap/dars/dfaras/index.htm

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2008)

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

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

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

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

(2) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(3) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).

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

(5) __X__ 252.225-7012, Preference for Certain Domestic Commodities (MAR 2008) (10 U.S.C. 2533a).

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

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

(8) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) ___ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

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

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

(12)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (OCT 2006) of 252.225-7036.

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

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

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

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

(17) ___ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports(MAR 2008) (10 U.S.C. 2227).

(18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

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

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

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) ___ Alternate III (MAY 2002) of 252.247-7023.

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

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include

the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

(a) "Invoice" as used in this clause does not include Contractor requests for progress payments.

(b) The Contractor shall submit original invoices with three (3) copies to the address identified in the solicitation/contract award form (SF 26 - Block 10; SF 33 - Block 23; SF 1447 - Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155 - Block 13 or SF 26 - Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the Contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The Contractor shall prepare:

____ a separate invoice for each activity designated to receive the supplies or services.
____ a separate invoice for each shipment to the activity designated to receive the supplies or services.
____ a consolidated invoice covering all shipments delivered under an individual order.
____ any of the above.

(f) If acceptance is at origin, the Contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

SUP 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Name: (b)(6), (b)(7)(C)
Address: Contracting Department (Code 200)
FISC Norfolk
1968 Gilbert Street, STE 600
Norfolk, VA 23511
Telephone
Email: (b)(6), (b)(7)(C)

SUP 5252.216-9402 Oral Orders (Indefinite Delivery Contracts) (JAN 1999)

Oral orders may be placed provided the following conditions are complied with:
(a) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.
(b) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract; date order was placed, name and title of person placing order; an itemized listing of supplies or services furnished; unit price and extension of each item; and, delivery or performance date.
(c) Invoices for supplies or services furnished in response to oral orders will be accompanied with a received copy of each related delivery ticket.
(d) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.
(e) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one oral order is consolidated for a single confirmation.
(End of Clause)

5252.216-9403 NAVSUP Written Orders (Indefinite Delivery Contracts) (JAN 1992)

Written orders (on DD Form 1155) will contain the following information consistent with the terms of the contract:
(a) Date of order
(b) Contract number and order number.
(c) Item number and description, quantity ordered, unit price and contract price.
(d) Delivery or performance date.
(e) Place of delivery or performing (including consignee).
(f) Packaging, packing, and shipping instructions, if required.
(g) Accounting and appropriation data.
(h) Any other pertinent information.
(End of Clause)

ISSUANCE OF ORDERS

(a) Orders may be issued orally, or by telephone, or by facsimile, or by electronic mail, or by a LOGistic REQuirement (LOGREQ) message or by any other means available.

(b) The order may be passed to the contractor by any method identified in paragraph (a) above by a United States Defense Attache' Office, United States Embassy or Consulate, United States Navy Liaison Officer, a United States Navy Port Services Officer, or other ordering officer.

CANCELLATION OF ORDERS

(a) Unless otherwise provided herein, in the event an order is canceled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. For any order not canceled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for any termination costs in accordance with paragraph (h) entitled "Termination for the Government's Convenience" of the clause entitled "CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS". Any disagreements shall be subject to the Disputes clause in the contract.

(b) In all cases, the contractor is responsible for taking all necessary steps to mitigate any damages/termination costs on behalf of the U.S. Government.

(c) For services priced under the contract with a unit of issue of "DAY", the contractor will be entitled to receive the percentage indicated by the offeror under CLIN Husbanding Services Cancellation Fee. This percentage will be applied to each unit price with a unit of issue of "DAY" and for one day only.

VEHICULAR AND GENERAL PUBLIC LIABILITY INSURANCE (APR 1984) (FAR 52.228-10) TAILORED

(1) The Contractor, at the Contractor's expense, agrees to maintain, during the performance of this contract, all insurance required by the county in which the Contractor is performing. At a minimum, this insurance shall include vehicular liability and general public liability insurance with limits of liability for (1) bodily injury and (2) property damage.
(2) The Contractor also agrees to maintain worker's compensation and other legally required insurance with respect to the Contractor's own employees and agents.
(3) Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interests shall not be effective for 30 days after the insurer or the Contractor gives written notice to the Contracting Officer.

LIMITED RISK OF LOSS

(4) The Contractor shall not be liable under this contract for any loss suffered by the U. S. Government including, but not limited to, loss, destruction of, or damage to, Government property or for expenses incidental to such loss, destruction, or damage, except as provided in item b below.
(5) The Contractor shall be responsible for loss to the U. S. Government including, but not limited to, loss, destruction of, or damage to, Government property under this contract (including expenses incidental to such loss, destruction, or damage) that results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater; or

a. That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement; or
b. For which the Contractor is otherwise responsible under the express terms of this contract; or

c. That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(6) Nothing in this clause or in this contract shall preclude or limit recovery by the U. S. Government from a subcontractor or a subcontractor's insurer for any loss suffered by the U. S. Government including, but not limited to, loss, destruction of, or damage to, Government property caused by the subcontractor, its employees or agents.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: R2169392740255

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N00189-10-D-0005	20-Oct-2009		N00189-10-T-0003	06-Oct-2009

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)*

8. OFFER DUE DATE/LOCAL TIME: 12:00 PM 15 Oct 2009

9. ISSUED BY CODE N00189

FISC NORFOLK CONTRACTING DEPARTMENT
NORFOLK OFFICE
1968 GILBERT STREET, SUITE 600
NORFOLK VA 23511-3392

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: $25M NAICS: 488310

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION: [X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/ OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE. LTD.
(b)(6), (b)(7)(C)
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)6268-5438 / 9798-3163

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE N60951

DFAS CLEVELAND
CLEVELAND-NORFOLK ACCOUNTS PAYABLE
P O BOX 998022
CLEVELAND OH 44199-8022

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [X] SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$42,453.71

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE
- [ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(6), (b)(7)(C)

31c. DATE SIGNED: 20-Oct-2009

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) / Contract Specialist

TEL: (b)(6), (b)(7)(C)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		42,453.71	Dollars, U.S.	$1.00	$42,453.71

HUSBANDING - USS SANTA FE (SSN-763)
FFP
All services provided will be in compliance with the Performance Work Statement and Attachment I - Pricing spreadsheet herin.
FOB: Destination
MILSTRIP: R2169392740255
PURCHASE REQUEST NUMBER: R2169392740255
SIGNAL CODE: J

NET AMT	$42,453.71
ACRN AA CIN: R21693927402550001	$42,453.71

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 24-OCT-2009 TO 28-OCT-2009	SEE SCHEDULE	SEE SCHEDULE	R21693

SUBMIT INVOICE FOR PAYMENT TO:
USS SANTA FE

SUPPLY OFFICER FPO,
AP 96678-2419
EMAIL: SUPPO@SANTA-FE.NAVY.MIL

ACCOUNTING AND APPROPRIATION DATA

AA: SEE INDIVIDUAL DELIVERY ORDERS
AMOUNT: $42,453.71
CIN R21693927402550001: $42,453.71

CLAUSES INCORPORATED BY REFERENCE

52.216-21	Requirements	OCT 1995

STATEMENT OF WORK
CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7009	Mandatory Payment by Government-wide Commercial Purchase Card	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

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

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

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

__X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

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

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

___ (4) [Removed].

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

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

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

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

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

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

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

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

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

___(iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

__ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

_X__ (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).

___ (16) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

_X__ (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

_X__ (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of theVietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

_X__(24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

___ (ii) Alternate I (AUG 2007) of 52.222-50.

___ (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (26) FAR 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) .

___ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (28) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (29)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_X__ (31) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (35) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X__ (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

_X__ (38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

__X__ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (7) 52.237-11, Accepting and Dispensing of $1 Coin (AUG 2007)(31 U.S.C. 5112(p)(1)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available

for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

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

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

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award to final day of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $3,000.00 per ship visit, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract. This restriction is because these items can be bought with the Government Wide Purchase Card below the aforementioned threshold.

(b) Maximum order. The Contractor is not obligated to honor:

(1) For ALL port areas covered herein, any order to husband in excess of six (6) vessels. The six vessels in any one port. The mix shall be undefined; or

(2) Unless contractor agrees to accept service provisions for additional vessels; or

(3) A series of orders from the same ordering office within one (1) day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one (1) day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified

in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last day of the contract dictated in the period of performance .

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor, anytime prior to commencement of the option.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR Clauses http://acquisition.gov/comp/far/index.html
DFAS Clauses http://www.acq.osd.mil/dpap/dars/dfaras/index.htm

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2008)

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

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

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

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

(2) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(3) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).

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

(5) _X__ 252.225-7012, Preference for Certain Domestic Commodities (MAR 2008) (10 U.S.C. 2533a).

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

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

(8) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) ___ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

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

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

(12)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (OCT 2006) of 252.225-7036.

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

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

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

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

(17) ___ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports(MAR 2008) (10 U.S.C. 2227).

(18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

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

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

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) ___ Alternate III (MAY 2002) of 252.247-7023.

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

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

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

(a) "Invoice" as used in this clause does not include Contractor requests for progress payments.

(b) The Contractor shall submit original invoices with three (3) copies to the address identified in the solicitation/contract award form (SF 26 - Block 10; SF 33 - Block 23; SF 1447 - Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155 - Block 13 or SF 26 - Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the Contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The Contractor shall prepare:

____ a separate invoice for each activity designated to receive the supplies or services.
____ a separate invoice for each shipment to the activity designated to receive the supplies or services.
____ a consolidated invoice covering all shipments delivered under an individual order.
____ any of the above.

(f) If acceptance is at origin, the Contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

SUP 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Name: (b)(6), (b)(7)(C)
Address: Contracting Department (Code 200)
FISC Norfolk
1968 Gilbert Street, STE 600
Norfolk, VA 23511
Telephone
Email: (b)(6), (b)(7)(C)

SUP 5252.216-9402 Oral Orders (Indefinite Delivery Contracts) (JAN 1999)

Oral orders may be placed provided the following conditions are complied with:
(a) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.
(b) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract; date order was placed, name and title of person placing order; an itemized listing of supplies or services furnished; unit price and extension of each item; and, delivery or performance date.
(c) Invoices for supplies or services furnished in response to oral orders will be accompanied with a received copy of each related delivery ticket.
(d) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.
(e) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one oral order is consolidated for a single confirmation.
(End of Clause)

5252.216-9403 NAVSUP Written Orders (Indefinite Delivery Contracts) (JAN 1992)

Written orders (on DD Form 1155) will contain the following information consistent with the terms of the contract:
(a) Date of order
(b) Contract number and order number.
(c) Item number and description, quantity ordered, unit price and contract price.
(d) Delivery or performance date.
(e) Place of delivery or performing (including consignee).

(f) Packaging, packing, and shipping instructions, if required.
(g) Accounting and appropriation data.
(h) Any other pertinent information.
(End of Clause)

ISSUANCE OF ORDERS

(a) Orders may be issued orally, or by telephone, or by facsimile, or by electronic mail, or by a LOGistic REQuirement (LOGREQ) message or by any other means available.

(b) The order may be passed to the contractor by any method identified in paragraph (a) above by a United States Defense Attache' Office, United States Embassy or Consulate, United States Navy Liaison Officer, a United States Navy Port Services Officer, or other ordering officer.

CANCELLATION OF ORDERS

(a) Unless otherwise provided herein, in the event an order is canceled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. For any order not canceled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for any termination costs in accordance with paragraph (h) entitled "Termination for the Government's Convenience" of the clause entitled "CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS". Any disagreements shall be subject to the Disputes clause in the contract.

(b) In all cases, the contractor is responsible for taking all necessary steps to mitigate any damages/termination costs on behalf of the U.S. Government.

(c) For services priced under the contract with a unit of issue of "DAY", the contractor will be entitled to receive the percentage indicated by the offeror under CLIN Husbanding Services Cancellation Fee. This percentage will be applied to each unit price with a unit of issue of "DAY" and for one day only.

VEHICULAR AND GENERAL PUBLIC LIABILITY INSURANCE (APR 1984) (FAR 52.228-10) TAILORED

(1) The Contractor, at the Contractor's expense, agrees to maintain, during the performance of this contract, all insurance required by the county in which the Contractor is performing. At a minimum, this insurance shall include vehicular liability and general public liability insurance with limits of liability for (1) bodily injury and (2) property damage.
(2) The Contractor also agrees to maintain worker's compensation and other legally required insurance with respect to the Contractor's own employees and agents.
(3) Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interests shall not be effective for 30 days after the insurer or the Contractor gives written notice to the Contracting Officer.

LIMITED RISK OF LOSS

(4) The Contractor shall not be liable under this contract for any loss suffered by the U. S. Government including, but not limited to, loss, destruction of, or damage to, Government property or for expenses incidental to such loss, destruction, or damage, except as provided in item b below.
(5) The Contractor shall be responsible for loss to the U. S. Government including, but not limited to, loss, destruction of, or damage to, Government property under this contract (including expenses incidental to such loss, destruction, or damage) that results from a risk expressly required to be insured under this

contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater; or

a. That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement; or
b. For which the Contractor is otherwise responsible under the express terms of this contract; or
c. That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(6) Nothing in this clause or in this contract shall preclude or limit recovery by the U. S. Government from a subcontractor or a subcontractor's insurer for any loss suffered by the U. S. Government including, but not limited to, loss, destruction of, or damage to, Government property caused by the subcontractor, its employees or agents.

CLARIFICATIONS
Questions:

1. **CHT – There is no Mob/Demob Sub-CLIN. Can this be added to the the Pricing Spreadsheet?**

No. In accordance with the Performance Work Statement 2.0(b)(1):
"(1) The Contractor is responsible to provide a service solution for the entire cycle necessary to Collect, remove, dispose, and transport the Collection Holding Transfer (CHT) bacteriological / Chemical liquids from ships throughout the area covered by this contract."

2. **Security Boat Escorts: Will the vessel require 24 hrs picket boat service for their duration of the Port Visit or just an escort in and out of the channel?**

Only escort in and out of the channel is required at this time. This is the known requirement indicated on Attachment I – Pricing Spreadsheet.

3. **Shore Power: What is the estimate for number of KW/HR that will be used by the vessel?**

The estimate will be 927 KW/HR for the duration of the port visit. The pricing spreadsheet has been changed to reflect this estimate.

4. **Port Visit Cost Reporting Tool: Is this a requirement for this contract?**

This requirement is not for this contract.

5. **Port Tariffs: Is the contractor required to indicate which items are Port Tariffs (PT)?**

Yes, we expect offerors to identify PT items as listed above. Ensure that the item is somehow identified as a PT. This is informational only so the U.S. Navy can better capture all port visit costs. No PT items are evaluated for award determination.

6. **Force Protection Requirements: The PWS includes considerable FP requirements. However, the proposed pricing schedule only includes a security boat escort. Does the government expect the contractor to provide all FP requirements as stated in the PWS and include within their management services CLIN?**

No. The only FP items required are indicated on Attachment I – Pricing Spreadsheet.

7. **Pilotage services: Providing a price for the unit of issue "Job" does not take into consideration any delays and other unforeseen circumstances. Can you change the unit of issue to "HR"?**

The unit of issue will remain "job." This is a firm fixed price performance based contract.

8. **Tug Boat Services: Providing a price for the unit of issue "Job" does not take into consideration any delays and other unforeseen circumstances. Can you change the unit of issue to "HR"?**

The unit of issue will remain "job." This is a firm fixed price performance based contract.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
A00001	30-Aug-2006	N6804706RCSC02	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-0001
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 01-Mar-2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzbkf010614371

1. This is an administrative modification issued to change the total estimated quantity and unit price for the base and option periods. This change in the quantities and unit price are required as to allow PD2 program to generate individual delivery orders against the contract. The Total estimated price for the base and each of the option periods remain unchanged. Individual delivery orders will reference the Exhibit A for actual CLINs and SUB-CLINs ordered. Estimated quantities and actual unit prices for CLINs and SUB-CLINS will provide in the Exhibit A as part of each individual order.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 30-Aug-2006

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by $0.00 from $929,649.20 to $929,649.20.
The offeror bid date 24-Jan-2006 has been deleted.

SUPPLIES OR SERVICES AND PRICES

CLIN 0001
The pricing detail quantity has increased by 929,648.20 from 1.00 to 929,649.20.
The unit price amount has decreased by $929,648.20 from $929,649.20 to $1.00.
The total cost of this line item has decreased by $0.00 from $929,649.20 to $929,649.20.

CLIN 1001
The pricing detail quantity has increased by 929,648.20 from 1.00 to 929,649.20.
The unit price amount has decreased by $929,648.20 from $929,649.20 to $1.00.
The total cost of this line item has decreased by $0.00 from $929,649.20 to $929,649.20.

CLIN 2001
The pricing detail quantity has increased by 929,648.20 from 1.00 to 929,649.20.
The unit price amount has decreased by $929,648.20 from $929,649.20 to $1.00.
The total cost of this line item has decreased by $0.00 from $929,649.20 to $929,649.20.

CLIN 3001
The pricing detail quantity has increased by 929,648.20 from 1.00 to 929,649.20.
The unit price amount has decreased by $929,648.20 from $929,649.20 to $1.00.
The total cost of this line item has decreased by $0.00 from $929,649.20 to $929,649.20.

CLIN 4001
The pricing detail quantity has increased by 929,648.20 from 1.00 to 929,649.20.
The unit price amount has decreased by $929,648.20 from $929,649.20 to $1.00.
The total cost of this line item has decreased by $0.00 from $929,649.20 to $929,649.20.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
A00002	11-Jan-2011	N6804706RCSC02	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-0001
	X	10B. DATED (SEE ITEM 13) 01-Mar-2006
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
FAR 52.217-8, Option to Extend Services

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssnk01117100

1. The purpose of this modification is to extend the contract performance of services under this contract from 1 Mar 2011 thru 31 Aug 2011 in accordance with the clause FAR 52.217-8, Option to Extend Services.

2. There is no change in the estimated total contract price as a result of this extension.

3. All other terms and conditions remain un changed.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED
11-Jan-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
A00003	13-Jun-2011	N6804706RCSC02	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-0001
	X	10B. DATED (SEE ITEM 13) 01-Mar-2006
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

Modification Control Number: nyssnk011118377

1. This is an administrative modification issued to update the Period of Performance of subject contract in PD2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY (b)(6), (b)(7)(C) (Signature of Contracting Officer)	13-Jun-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The order period end date has changed from 28-Feb-2010 to 31-Aug-2011.

DELIVERIES AND PERFORMANCE

The following Delivery Schedule Item has been deleted from CLIN 4001:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
01-MAR-2010	3,402,299.20	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 4001:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAR-2010 TO 31-AUG-2011	N/A	N/A FOB: Destination	

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	30-Aug-2006	N6804706RCSC02	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-0001
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 01-Mar-2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: CHANGES - FIXED PRICE (AUG 1987) (FAR 52.243-1) - (ALTERNATE II) (APR 1984)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzsnk020614369

1. This modification is issued to make changes and incoporate the following language in The STATEMENT OF WORK Section, paragraph 1.2 POST-ARRIVAL HUSBANDING DUTIES which shall be made part of the contract.

See Page 2, continuation sheet for the full text

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	30-Aug-2006

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

1.2.13.4 Pre-Sailing Visit: The Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor's best estimate and an adjustment will be made later.

1.2.13.5 The Contractor shall also provide any invoices for port tariff items which have been completed for certification by the ship's Supply Officer.

1.2.13.6 Copies of all invoices presented to the ship shall be provided to FISC Det Singapore Contracting Officer within 5 working days from the departure of the visiting vessel.

1.2.13.7 The Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for this information shall be the Command Duty Officer, Supply Officer, or his designated representative.

The replaced attached pages show the revised paragraph highlighted in yellow under this contract.

2. There is no change in the prices as a result of this modification.

3. All other Terms and Conditions remain unchanged.

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM
The offeror bid date 24-Jan-2006 has been deleted.

The following have been modified:

STATEMENT OF WORK

TASKS: The Contractor shall perform the following tasks when ordered by an AGR.

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 2 – Classifications of Navy Ships)

1.1. PRE-ARRIVAL HUSBANDING DUTIES

1.1.1. The Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The Contractor shall order requested services and supplies.

1.1.3. The contractor shall furnish to each ship a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether prepriced in the contract or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship's arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs.

1.1.4. These estimates shall be provided for all US Navy, Military Sea-lift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the Husbanding Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché' at the U. S. Defense Attaché Office.

1.1.6. The Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

1.1.7. The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements. For example, the HS Contractor would coordinate Provisioning contractors delivery dates, times, forklifts, cranes, stevedores, inspections, or any other item needed for them to perform their work at the berth.

1.1.8. The Contractor shall assist the ship's Advance Party to include planning and coordination meetings.

1.2. POST-ARRIVAL HUSBANDING DUTIES

1.2.1. The Contractor shall Husband the ship when at the berthing location.

1.2.2. The Contractor shall install all equipment upon ship arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The Contractor shall brief the designated ship representative about Contractor provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. Also, the contractor will provide their POC information with 24 hour contact phone numbers.

1.2.5. The Contractor shall provide a copy of Overview, The Schedule and SOW to the SUPPO.

1.2.6. Money Exchange Services:

1.2.6.1. Moneychangers: The Contractor shall arrange for authorized moneychangers to exchange ship personnel U.S. dollars with local currency. The moneychangers may include a nominal commission of no more than plus or minus 1.5% difference from the Official Rate below.

1.2.6.2. The Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. This Official Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.7. Laundry Services:

1.2.7.1. The contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure.

1.2.7.2. The Contractor shall assist in resolving vendor billing discrepancies.

1.2.8. Interpreter Services: The Contractor shall provide interpreter services using personnel fluent in both the local language and English.

1.2.9. Mail Delivery Services: The Contractor shall provide mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

1.2.10. Moral Welfare and Recreation (MWR) Services: The U.S. Navy has an information, tickets and tours (ITT) contractor specifically for the purpose of providing visiting military personnel with opportunities to book hotel rooms, tour packages and distributing information about local places of interest. Any action on the part of the Husbanding Contractor to offer information or to sell or book recreational, off-duty activities or hotel rooms would be considered interference with the ITT contractor's functions and is prohibited under this contract. Neither the contractor nor any of its subcontractors at any tier shall advertise or offer such opportunities to the crew members of the vessel serviced by the Contractor. Questions and requests for such information and opportunities shall be referred to the ITT contractor.

1.2.11. The Contractor shall coordinate with other US Government contractors in performing their required services. Example would be coordinating provisioning contractor delivery times, dates, and equipment needed.

1.2.12. The Contractor shall assist ship personnel with immigration and customs requirements into their country. This includes providing Visa and Customs application forms. The Contractor shall contact the ship prior to arrival to ascertain how many personnel will require assistance.

1.2.13. The Contractor shall facilitate the ship's timely departure.

1.2.13.1. The Contractor shall provide a cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.13.2. The Contractor must obtain a written receipt from an authorized ship personnel accepting all services or supplies provided.

1.2.13.3. The Contractor shall remove all provided equipment.

1.2.13.4 Pre-Sailing Visit: The Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor's best estimate and an adjustment will be made later.

1.2.13.5 The Contractor shall also provide any invoices for port tariff items which have been completed for certification by the ship's Supply Officer.

1.2.13.6 Copies of all invoices presented to the ship shall be provided to FISC Det Singapore Contracting Officer within 5 working days from the departure of the visiting vessel.

1.2.13.7 The Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for this information shall be the Command Duty Officer, Supply Officer, or his designated representative

1.3 GENERAL ASSISTANCE

1.3.1 The Contractor shall coordinate, assist with supplies and provide logistical support for Community Relations (COMREL) Projects as identified by the United States Defense Attache Office (USDAO) Bangkok. All information related to the COMREL Project will be forwarded to the contractor directly from the USDAO by fax or email. (All questions regarding COMREL projects will be entertained by the USDAO). Responses related to inquiries for COMREL projects, official visits and courtesy calls will be answered by separate correspondence by the USDAO.

1.3.2 As required, the contractor shall provide "Military Personnel Assistance". This support requires the contractor to transport, escort and assist military or civilian personnel in obtaining a (2" X 2" Matte finish) Passport picture, American passport and Air Ticket before existing Thailand. The individual supporting this function must speak and read English to access the JUSMAGTHAI compound "Joint Administration Office" and American Embassy in Bangkok. Assistance will be required to meet personnel at the airport if coming from Phuket or to transport personnel from Pattaya if ship is in port there. The charges for ground transportation shall be consistent with the hourly rates in the contract. Procedures are provided, see Attachment 3. The service member will be responsible for his/her own food and lodging expenses.

2. RESERVED - Not to be used.

3. BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self fendering to prevent damage to the ship and have a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The Contractor shall place fenders between the breasting barge and the ship.

3.3. The Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. BROW (CLIN XX04)

The Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not to damage the surface of the pier.

4.2 Due to the dramatic height difference between the submarine deck and pier, the contractor provided submarine brow must afford personnel a smooth and safe transit when entering or exiting the submarine deck. Also, the submarine brow must be capable of supporting shore power cables without damaging the cable.

5. RESERVED - CAMELS (CLIN XX05)

6. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX06)

6.1. The Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

6.2. The Contractor shall pump sewage from the ship to Contractor provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

6.3. The Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

6.4. The contractor shall provide CHT hoses of sufficient length from contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6.5. When collection of CHT is done via barge, the Contractor shall provide a barge with suitable self fendering to prevent damage to vessel and with a minimum of four (4) mooring lines to secure alongside the ship.

6.6. The Contractor shall properly dispose of all sewage in accordance with OVERVIEW OF CONTRACT Section, Paragraph 14, Standards for Professional Services.

6.7. The Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements.

6.8. The Contractor shall not charge more than what the Thai Government charges per gallon.

7. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX07)

7.1. The Contractor shall arrange for landlines to be installed aboard the ship.

7.2. The Contractor shall provide fully charged, mobile hand phones with charges capable of using dual voltage.

7.3. The Contractor shall provide activation, auto-roaming, long distance accounts, and airtime for land and hand phones.

The Contractor shall arrange for landlines to be installed for Beach Guard. The installation charges shall be inclusive of all costs for installatoin and deactivation of landlines and for unlimited usage for local calls.

8. CRANE (CLIN XX08) - The Contractor shall provide cranes with operators, required assistant personnel, and support equipment such as slings, lifting bars, and nets. When ordered, the Contractor is required to provide mobile crane services (shore crane and floating crane) with operator. The Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

9. DOCKAGE AND WHARFAGE FEE – (CLIN XX09) – The Contractor shall provide pier and wharf usage.

10. FENDERS (CLIN XX10) - The Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

11. FLEET LANDING (CLIN XX11) - The Contractor shall provide a Fleet Landing site at designated piers. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct FP operations.

12. FORCE PROTECTION (CLIN XX12)

12.1. General: (CLINs XX01 & XX02) : The Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The contractor must coordinate all aspects of FP planning and services with U.S.Navy FP officials, NCIS, Port Authorities, HN agencies, and U.S. Embassy security staff. If the HN is supplying FP assets the contractor must verify they are available and are scheduled to show up

on time. The Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

12.1.1. Access Points: The Contractor shall establish a single entry and exit point to the pier area.

12.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

12.1.3. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

12.1.3.1. Background Checks. The Contractor shall run security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees who fail this background investigation.

12.1.3.2. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

12.1.3.3. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

12.1.4. Access Lists: The contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

12.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

12.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

12.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

12.1.5. Inspections. The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

12.1.6. Stand-Off Distances:

12.1.6.1. Objects: The Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.1.6.2. Unloading Zones: The Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship or to the maximum extent practicable.

12.1.7. Warning Signs: The Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

12.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. A clear warning must be given that the use of deadly force may be authorized by the local security guards or police force.

12.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area & Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

12.2. Non-Contract FP Measures: The contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the NRCC Singapore KO. The Contractor must explain what the FP service will entail and why it is being required. The KO will coordinate this requirement with appropriate FP personnel at NRCC and COMLOGWESTPAC. Once a decision is made then the contractor will be either authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

12.3. Beach Guard Office or Tent – (CLIN XX12AA)

12.3.1. The Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ships personnel while performing security checks on personnel, baggage, and vehicles.

12.3.2. The office or tent will be large enough to accommodate a minimum of 5 people. Tents will have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions. The office or tent shall be well lighted and identified for its intended use. The contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 lb, CO2 fire extinguisher will be provided and kept fully charged.

12.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

12.4. Dive and Vetting Operations (CLIN XX12AB)

12.4.1. The Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

12.4.2. The pier will be vetted prior to the ships arrival.

12.4.3. The Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

12.4.5. The Contractor may be required to provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

12.5. Floating Perimeter (CLIN XX12AC and XX12AD)

12.5.1. The Contractor shall provide a Floating Perimeter (FPM) to identify a restricted area in the water of approximately 330 feet (100 meters) distance around docked or anchored ships. The purpose of the FPM is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FPM is not designed to stop approaching unauthorized watercraft by fouling their propellers. Rather it is to help identify a safe standoff zone.

12.5.2. The size of the perimeter will depend on the class of ship. Pierside, the FPM should be positioned 330 feet (100 meters) fore and aft of the ship and 330 feet (100 meters) out into the water from the ship. If sufficient space is not available then the perimeter will be positioned as far as possible from the ship. At anchorage, the FPM will be positioned 330 feet (100 meters) outside the swing radius of the ship.

12.5.3. There are two types of FPMs:

12.5.3.1. Continuous Line FPM: (CLIN XX12AC)

12.5.3.1.1. The FPM must fully enclose ships at dockside or at anchorage. The perimeter will have an Entry Control Point (ECP) where the perimeter may be opened up when authorized watercraft require access to the ship. The Contractor will provide a boat and crew to open up and close the perimeter at the ECP.

12.5.3.1.2. Specifications:

12.5.3.1.2.1. Continuous line made of nylon rope or steel cable (minimum 20 mm) with at least one connectable ECP for access.

12.5.3.1.2.2. Floatation devices positioned every meter on the line. Sufficient to keep line afloat and visible on the surface of the water.

12.5.3.1.2.3. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing strobe lights (standing at least one meter high above the water) and positioned every 75 meters along the line.

12.5.3.1.2.4. Weights positioned at intervals along the line to anchor the line to the seabed and stablize the perimter. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the perimeter intact at all times regardless of sea conditions. Failure of the system to remain in place may result in deductions to the invoice.

12.5.3.2. **RESERVED** - Floating Buoy System (FBS) (CLIN XX12AD)

12.5.3.2.1. The Contractor shall provide a FBS per the specifications provide below:

12.5.3.2.1.1. The Contractor shall provide a Floating Buoy System (FBS) to identify a restricted area around ships. The purpose of the FBS is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 100 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible on both ship and shore based radar. The picket boats will patrol outside of this visual reference. The FBS shall have an Entry Control Point (ECP)

where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) workboats to tend to the FBS at all times.

12.5.3.2.1.2 Provide the system with weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

12.6. Perimeter Fencing – (CLIN XX12AE)

12.6.1. The contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the Contractor will provide portable chain link fencing with vehicle and walk up entrances.

12.6.2. The perimeter fence provided by the Contractor must meet the following specifications:

Material:	Chain link of aluminium or other durable metallic material
Height:	Minimum height of 2.5 meters (7 feet)
Base:	Temporarily set in pier or with sufficient concrete base to keep from being easily moved
Entry Point:	Entry available for vehicles and personnel.

12.7. Physical Security Barriers – (CLIN XX12AF, XX12AG and XX12AH)

12.7.1. The contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

12.7.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used, as well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

12.7.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zig zag patterns to control the speed of access.

12.7.4. A personnel entry point must be established through the barriers.

12.7.5. Barriers may also be used to seal off secondary Port gates.

12.7.6. All barriers must be placed prior to a ships arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

12.8. Picket Boats (CLIN XX12AJ)

12.8.1. The Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

The Contractor shall comply with Attachment 4 for picket boat operations.

12.8.3. The Contractor shall provide a translator fluent in both English and Thai to translate for the driver of the picket boat at all times. The translator shall provide all communication between the ship personnel and the picket boat driver.

12.9. Portable Latrine (CLIN XX12AK)

12.9.1. The Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

12.9.2. The Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

12.9.3. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

12.9.4. The Contractor shall clean latrines twice daily.

12.10. Portable Lighting – (CLIN XX12AL)

12.10.1. The Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Ports installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship.

12.10.2. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

12.11. Security Guard Services – (CLIN XX12AM, XX12AN and XX12AP)

12.11.1. The Contractor shall provide security guards to patrol in picket boats/security boats and at pierside/liberty area to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

12.11.2. The Contractor shall comply with Attachment 5 for security guard operations.

12.11.3. All security guard (XX12AM, XX12AN and XX12AP) shall be armed.

12.12. Two Way Radios (CLIN XX12AQ): The Contractor shall provide two way radio sets capable of communicating with the ship, picket boat and to the shore patrol/liberty area with designated individuals.

12.13. X-Ray Machine Airport Type with Operators (CLIN XX12AR): This item will be provided free of charge by the Force Protection Detachment (FPD) from the U.S. Embassy, Thailand.

12.14. Walk-Thru Metal Detector (CLIN XX12AS): This item will be provided free of charge by the Force Protection Detachment (FPD) from the U.S. Embassy, Thailand.

12.15. Hand Held Wand Metal Detector (CLIN XX12AT): This item will be provided free of charge by the Force Protection Detachment (FPD) from the U.S. Embassy, Thailand.

13. FORKLIFT WITH OPERATOR (CLIN XX13) The Contractor shall provide forklifts with operators for loading and unloading operations. Sizes in the schedule indicate the maximum lifting capacity of the forklift.

14. RESERVED - FUEL (CLIN XX14)

14.1. Normally, fuel is provided by the HN or by other U.S. Government bunkering contracts. However, if those sources are not available then the HS contractor may be required assist in obtaining the fuel. In that case, the Husbanding Contractor must comply with this paragraph and must ensure the attached specifications are met by the fuel provider.

14.2. If a ship requires the Husbanding Contractor to provide fuel, the Husbanding Contractor shall contact the bunkering contractor or HN source. If the HN or bunkering contractor can provide the fuel within the time needed, the Husbanding Agent shall so inform the ship. However, if the HN or US Government bunkering contractor cannot deliver the fuel when required by the ship, the Contractor shall so inform the SUPPO or NRCC and request approval to proceed. Only after this is done may the Contractor arrange for fuel delivery.

14.3. The Contractor shall only charge fuel at the daily commercial fuel rate established by the port or local authorities. The Contractor shall provide documentation of the daily rate to the SUPPO. The fuel price charged shall be free on board (F.O.B.) the ship whether at pier side or at anchor. Compensation for all husbanding efforts or costs associated with assisting in the acquisition and delivery of fuel (for instance, dealing with customs authorities) are included in, and otherwise covered by, the daily fixed husbanding services rates set out in the Schedule of Supplies/Services of this contract.

14.4. The Contractor shall provide documentation to the ship fuel officer that the fuel meets the specifications in Attachment 6 – Fuel Specifications.

14.5. The Contractor shall provide a fuel barge or truck to transport fuel to the ship.

14.6. The Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

14.7. The Contractor shall load the ordered fuel and transport to the ship. The Contractor shall transfer the fuel from the fuel barge or truck to the ship. The Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

14.8. The Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

15. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX15)

15.1. The Contractor shall remove and dispose of garbage and trash from the ship.

15.2. The Contractor shall provide dedicated refuse bins to the ship.

15.3. If collection is done by sea, the Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship, and at least four (4) mooring lines to secure alongside the ship.

15.4. The Contractor shall collect all loose refuse placed adjacent to refuse bins.

15.5. The Contractor shall immediately clean up any spilled refuse.

15.6. The Contractor shall properly dispose of all collected refuse.

16. RESERVED - LINESBOATS – (CLIN XX16)

17. LINE HANDLERS (CLIN XX17)

17.1. The Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier.

17.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

18. MANLIFT (CLIN XX18)

18.1. The Contractor shall provide a manlift with a full fuel tank.

18.2. The contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 each morning.

18.3. The Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The Contractor shall maintain documentation of ship personnel acknowledgement of the training.

19. RESERVED - MATERIAL HANDLING (CLIN XX19)

20. RESERVED - MISCELLANEOUS (CLIN XX20)

21. OIL BOOMS (CLIN XX21)

21.1. The Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water.

21.2. Oil Booms provided shall have a floatation device at the top, a skirt below, a tension device and a ballast device at the bottom.

21.3. The Contractor shall dispose all oil waste caught in the Oil Boom.

22. OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX22)

22.1. The Contractor shall remove oily waste and aggregate water from the ship.

22.2. The Contractor shall pump oily waste and aggregate water from the ship to Contractor provided equipment.

22.3. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship duty engineer shall verify in writing the amount removed.

22.4. The contractor shall provide hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

22.5. When removal is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines to secure alongside the ship.

22.6. The Contractor shall properly dispose of all oily waste and aggregate water.

23. RESERVED - PAINT FLOAT (CLIN XX23)

24. PILOTS (CLIN XX24) - The Contractor shall provide pilots to navigate the ship to and from the berthing locations.

25. POTABLE WATER (CLIN XX25) - The Contractor shall deliver fresh, potable water to the intake hose of the requesting ship in accordance with Attachment 7.

26. RESERVED - PRATIQUE (CLIN XX26

27. RESERVED - REEFER CONTAINER (CLIN XX27)

28. SHORE POWER (CLIN XX28)

28.1. The Contractor shall provide shore power to the ship using:

28.1.1. Port provided permanent connection system.

28.1.2. Or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels.

28.2. The Contractor shall provide all cables and make all power connections between the generator and ship.

29. RESERVED - SHORE STEAM (CLIN XX29)

30. STEVEDORES (CLIN XX30) - The Contractor shall provide stevedores and supervisors for general labor.

31. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX31)

31.1. The Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

31.2. The Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

32. TRANSPORTATION VEHICLES (CLIN XX32)

32.1. The Contractor shall provide vehicle service with drivers for official government business.

32.2. The Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

32.3. The Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

32.4. The Contractor shall provide drivers who can speak and understand English clearly.

32.5. The Contractor shall provide only vehicles with air conditioning.

32.6. The Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

32.7. The Contractor shall return all items left in rental vehicles to the ship's SUPPO or to NRCC Singapore LSC if the ship has departed.

32.8. The Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

33. TUGS (CLIN XX33)

33.1. The Contractor shall provide tugs to bring ships to and from berthing locations.

33.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

33.3. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

34. WATER TAXIS (CLIN XX34)

34.1. The Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 8.

34.2. The Contractor shall return all items left in water taxis to the ship's SUPPO.

34.3. The Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times.

35. REPORTS (CLIN XX35)

35.1. CRAFT REPORT (XX35AA): The Contractor shall prepare and submit a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit C – CRAFT Report. The report shall be submitted to the NRCC Contracting Officer or designated representative within five working days of each ship’s departure.

35.2. QUARTERLY REPORT (XX35AB): The Contractor shall submit a QUARTERLY report to the Contracting Officer, summarizing ports visited, ships visiting, days in port, by item and sub-line item the amount in U.S. dollars, paid under each task order (T.O.) during each reporting period. A copy of each T.O. placed againt this contract during the reporting period will be included as an enclosure. The reports shall be presented in the CRAFT format of this contract.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	30-Aug-2006	N6804706RCSC02	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-0001
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 01-Mar-2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzsnk020614379

Due to typographical error Modification No. P00001 dated 30 August 2006 should read as P00002.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 30-Aug-2006

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00003	30-Aug-2006	N6804706RCSC02	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-0001
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 01-Mar-2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzsnk020614380

Due to typographical error Modification No. A00001 dated 30 Aug 2006 should read as P00003.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	30-Aug-2006

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00004	17-Jan-2007	N6804706RCSC02	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-0001
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 01-Mar-2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Option to Extend the Term of the Contract (FAR 52.217-9) (MAR 2000)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzsnk02076668

1. The purpose of this modification is to exercise the first Option Year of the above numbered contract for husbanding services, Thailand for the period of performance 1 Mar 2007 through 29 Feb 2008.

2. As a result of this modification the estimated total contract value is increased from US$929,649.20 by US$929,649.20 to a new estimated total of US$1,859,298.40.

3. All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY (b)(6), (b)(7)(C) (Signature of Contracting Officer)	16-Jan-2007

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 1001
The PROG code S10 has been added.

DELIVERIES AND PERFORMANCE

The following Delivery Schedule for CLIN 1001 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAR-2007 TO 29-FEB-2008	N/A	N/A FOB: Destination	

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 17

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00005	29-Jan-2007	N6804706RCSC02	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-0001
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 01-Mar-2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzsnk02076999

1. This modification is issued to make changes and incorporate the additional language in the following sections:
   a. Under Statement of Work (SOW), Tasks 1. Management Services (CLIN XX01 and CLIN XX02), paragraph 1.1.3 is revised as per attached.
   b. Under Statement of Work (SOW), Task 1. Management Services (CLIN XX01 and CLIN XX02), add a new paragraph for 1.3 Arranging Supplies and Services; and 1.5 Fresh Fruits And Vegetables (FF&V), Bread, Eggs and other subsistence items.
   c. Effective date of performance for the Fresh Fruits and Vegetables is from 1 Mar 2007 through 28 Feb 2011.
   d. Under List of Attachments and Exhibits, Add Attachment 9, Quality Assurance Provisions and Attachment 10, Sample letter requesting sanitary inspection.
2. The additional and revised language is highlighted in yellow of this contract.
3. There is no change in the price as a result of this modification.
4. All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 29-Jan-2007

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:
LIST OF ATTACHMENTS

LIST OF ATTACHMENTS AND EXHIBITS

Applicable documents, exhibits, and attachments for this contract are:

ATTACHMENT NO.	DOCUMENT	NO. OF PAGES
1.	Refuse Definitions	1
2.	Classification of Ships	3
3.	Procedures for obtaining U.S. Passport	1
4.	Picket Boat Operations & Specifications	2
5.	Armed Security Guard Operations	3
6.	Fuel Specifications	4
7.	Potable Water Specifications	6
8.	Water Taxi Specifications	5
9.	Quality Assurance Provisions	8
10.	Sample Letter requesting sanitary inspection	1

EXHIBIT	DOCUMENT	NO. OF PAGES
A	Schedule of Supplies and Services	30
B	Port Tariff	2
C	CRAFT Report	6

STATEMENT OF WORK

TASKS: The Contractor shall perform the following tasks when ordered by an AGR.

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 2 – Classifications of Navy Ships)

1.1. PRE-ARRIVAL HUSBANDING DUTIES

1.1.1. The Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The Contractor shall order requested services and supplies.

1.1.3. The contractor shall furnish to each ship and FISC Detachment Singapore Contracting Officer a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether prepriced in the contract or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship's arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs.

1.1.4. These estimates shall be provided for all US Navy, Military Sea-lift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the Husbanding Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché' at the U. S. Defense Attaché Office.

1.1.6. The Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

1.1.7. The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements. For example, the HS Contractor would coordinate Provisioning contractors delivery dates, times, forklifts, cranes, stevedores, inspections, or any other item needed for them to perform their work at the berth.

1.1.8. The Contractor shall assist the ship's Advance Party to include planning and coordination meetings.

1.2. POST-ARRIVAL HUSBANDING DUTIES

1.2.1. The Contractor shall Husband the ship when at the berthing location.

1.2.2. The Contractor shall install all equipment upon ship arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The Contractor shall brief the designated ship representative about Contractor provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. Also, the contractor will provide their POC information with 24 hour contact phone numbers.

1.2.5. The Contractor shall provide a copy of Overview, The Schedule and SOW to the SUPPO.

1.2.6. Money Exchange Services:

1.2.6.1. Moneychangers: The Contractor shall arrange for authorized moneychangers to exchange ship personnel U.S. dollars with local currency. The moneychangers may include a nominal commission of no more than plus or minus 1.5% difference from the Official Rate below.

1.2.6.2. The Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. This Official Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.7. Laundry Services:

1.2.7.1. The contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure.

1.2.7.2. The Contractor shall assist in resolving vendor billing discrepancies.

1.2.8. Interpreter Services: The Contractor shall provide interpreter services using personnel fluent in both the local language and English.

1.2.9. Mail Delivery Services: The Contractor shall provide mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

1.2.10. Moral Welfare and Recreation (MWR) Services: The U.S. Navy has an information, tickets and tours (ITT) contractor specifically for the purpose of providing visiting military personnel with opportunities to book hotel rooms, tour packages and distributing information about local places of interest. Any action on the part of the Husbanding Contractor to offer information or to sell or book recreational, off-duty activities or hotel rooms would be considered interference with the ITT contractor's functions and is prohibited under this contract. Neither the contractor nor any of its subcontractors at any tier shall advertise or offer such opportunities to the crew members of the vessel serviced by the Contractor. Questions and requests for such information and opportunities shall be referred to the ITT contractor.

1.2.11. The Contractor shall coordinate with other US Government contractors in performing their required services. Example would be coordinating provisioning contractor delivery times, dates, and equipment needed.

1.2.12. The Contractor shall assist ship personnel with immigration and customs requirements into their country. This includes providing Visa and Customs application forms. The Contractor shall contact the ship prior to arrival to ascertain how many personnel will require assistance.

1.2.13. The Contractor shall facilitate the ship's timely departure.

1.2.13.1. The Contractor shall provide a cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.13.2. The Contractor must obtain a written receipt from an authorized ship personnel accepting all services or supplies provided.

1.2.13.3. The Contractor shall remove all provided equipment.

1.2.13.4 Pre-Sailing Visit: The Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor's best estimate and an adjustment will be made later.

1.2.13.5 The Contractor shall also provide any invoices for port tariff items which have been completed for certification by the ship's Supply Officer.

1.2.13.6 Copies of all invoices presented to the ship shall be provided to FISC Det Singapore Contracting Officer within 5 working days from the departure of the visiting vessel.

1.2.13.7 The Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for this information shall be the Command Duty Officer, Supply Officer, or his designated representative.

1.3. ARRANGING SUPPLIES AND SERVICES

1.3.1. When requirements exist for items not priced in the Schedule of Supplies and Services, the Contractor shall assist the Supply Officer of the vessel in obtaining information from, and delivering information to, reliable sources for these items by identifying responsible sources, performing market surveys, providing pricing information from at least three sources whenever feasible, and delivering Government orders. In obtaining or delivering this information, the Contractor shall inform the potential sources that it is solely obtaining and delivering information for the U.S. Navy, and is not entering into any contractual commitment. The information obtained shall be submitted to the ship’s Supply Officer and courtesy copy to FISC Det Singapore Contracting Office who shall issue appropriate contractual documents. The Contractor shall deliver to the vendor the Supply Officer’s or Contracting Officer’s order to purchase the supplies or services. This order shall be in writing (facsimile and electronic transmission included) and signed by the Supply Officer or Contracting Officer specifying the price, item(s), quantity, and delivery requirements of the order. The Contractor shall facilitate receipt of the items by the ship. The Contractor is not required to arrange unofficial requirements or personal requests from individual crewmembers. In certain cases (i.e. Fuel, FFV, Bread and Eggs) the contractor shall use the SOWs furnished herein when arranging supplies and services.

1.3.2. In the event the above process cannot be followed by the Supply Officer, the Contractor is still responsible for promoting competition to the maximum extent practicable to obtain supplies and services from the source whose offer is the most advantageous to the Government. In addition, if the supply or service required is greater than $3,000, the Contractor shall provide information on the results of competition conducted by providing: name of the sources contacted, amount of each offer received (indicating the items ordered, quantity, unit price and total price) and rational for decision. This information must be provided to FISC Det Singapore Contracting Officer during the ship visit or no later than 7 days after the ship’s departure from the visited port. The Contractor’s responsibility to promote competition as indicated in this paragraph will be evaluated based on the criteria established in Section III, Overview, paragraph 14, Standards for Professional Services; sub-paragraph 14.1.

1.4 GENERAL ASSISTANCE

1.4.1 The Contractor shall coordinate, assist with supplies and provide logistical support for Community Relations (COMREL) Projects as identified by the United States Defense Attache Office (USDAO) Bangkok. All information related to the COMREL Project will be forwarded to the contractor directly from the USDAO by fax or email. (All questions regarding COMREL projects will be entertained by the USDAO). Responses related to inquiries for COMREL projects, official visits and courtesy calls will be answered by separate correspondence by the USDAO.

1.4.2 As required, the contractor shall provide "Military Personnel Assistance". This support requires the contractor to transport, escort and assist military or civilian personnel in obtaining a (2" X 2" Matte finish) Passport picture, American passport and Air Ticket before existing Thailand. The individual supporting this function must speak and read English to access the JUSMAGTHAI compound "Joint Administration Office" and American Embassy in Bangkok. Assistance will be required to meet personnel at the airport if coming from Phuket or to transport personnel from Pattaya if ship is in port there. The charges for ground transportation shall be consistent with the hourly rates in the contract. Procedures are provided, see Attachment 3. The service member will be responsible for his/her own food and lodging expenses.

1.5. FRESH FRUITS AND VEGETABLES (FF&V), BREAD, EGGS, AND OTHER SUBSISTENCE ITEMS

1.5.1. When requested by the ship, the husbanding contractor shall assist in arranging for the timely provision of FFV, Bread and Eggs and other subsistence items. FFV shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using nightsoil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. Bread and Eggs must be from approved sources and must be in accordance with Quality Assurance Provisions in Attachment 9. The husbanding services contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars (Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Any delivery charges shall already been part of the price and should not be shown separately.

1.5.2. In all cases where the total cost of FFV and subsistence items received by a ship exceeds $10,000.00 for a port visit, the contractor, in addition to the CRAFT reports, shall submit a report via e-mail to FISC Det Singapore Contracting Officer within ten (10) days after the visit. The report shall provide a breakdown of the FFV and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the contractor shall provide copies of all quotes obtained.

1.5.3. The husbanding contractor is responsible for ensuring that the sources recommended to the ship's SUPPO for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Corps. A listing of approved sources is available via the U.S. Army Veterinary Command (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection is provided per Attachment 10. The U.S. Army Veterinary Command requires 90 days advance notice to arrange for inspection of new facilities.

1.5.4. Husbanding contractors shall consider this requirement for inspection of sources when recommending or selecting suppliers of subsistence items. Under no circumstances should the contractor recommend or offer for acceptance subsistence items from non-approved sources.

1.5.5. The Contractor shall comply with the Quality Assurance Provisions as per Attachment 9.

2. RESERVED - Not to be used.

3. BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self fendering to prevent damage to the ship and have a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The Contractor shall place fenders between the breasting barge and the ship.

3.3. The Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. BROW (CLIN XX04)

The Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not to damage the surface of the pier.

4.2 Due to the dramatic height difference between the submarine deck and pier, the contractor provided submarine brow must afford personnel a smooth and safe transit when entering or exiting the submarine deck. Also, the submarine brow must be capable of supporting shore power cables without damaging the cable.

5. RESERVED - CAMELS (CLIN XX05)

6. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX06)

6.1. The Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

6.2. The Contractor shall pump sewage from the ship to Contractor provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

6.3. The Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

6.4. The contractor shall provide CHT hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

6.5. When collection of CHT is done via barge, the Contractor shall provide a barge with suitable self fendering to prevent damage to vessel and with a minimum of four (4) mooring lines to secure alongside the ship.

6.6. The Contractor shall properly dispose of all sewage in accordance with OVERVIEW OF CONTRACT Section, Paragraph 14, Standards for Professional Services.

6.7. The Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements.

6.8. The Contractor shall not charge more than what the Thai Government charges per gallon.

7. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX07)

7.1. The Contractor shall arrange for landlines to be installed aboard the ship.

7.2. The Contractor shall provide fully charged, mobile hand phones with charges capable of using dual voltage.

7.3. The Contractor shall provide activation, auto-roaming, long distance accounts, and airtime for land and hand phones.

The Contractor shall arrange for landlines to be installed for Beach Guard. The installation charges shall be inclusive of all costs for installatoin and deactivation of landlines and for unlimited usage for local calls.

8. CRANE (CLIN XX08) - The Contractor shall provide cranes with operators, required assistant personnel, and support equipment such as slings, lifting bars, and nets. When ordered, the Contractor is required to provide

mobile crane services (shore crane and floating crane) with operator. The Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

9. DOCKAGE AND WHARFAGE FEE – (CLIN XX09) – The Contractor shall provide pier and wharf usage.

10. FENDERS (CLIN XX10) - The Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

11. FLEET LANDING (CLIN XX11) - The Contractor shall provide a Fleet Landing site at designated piers. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct FP operations.

12. FORCE PROTECTION (CLIN XX12)

12.1. General: (CLINs XX01 & XX02) : The Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The contractor must coordinate all aspects of FP planning and services with U.S.Navy FP officials, NCIS, Port Authorities, HN agencies, and U.S. Embassy security staff. If the HN is supplying FP assets the contractor must verify they are available and are scheduled to show up on time. The Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

12.1.1. Access Points: The Contractor shall establish a single entry and exit point to the pier area.

12.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

12.1.3. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

12.1.3.1. Background Checks. The Contractor shall run security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees who fail this background investigation.

12.1.3.2. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

12.1.3.3. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

12.1.4. Access Lists: The contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

12.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

12.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

12.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

12.1.5. Inspections. The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

12.1.6. Stand-Off Distances:

12.1.6.1. Objects: The Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.1.6.2. Unloading Zones: The Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship or to the maximum extent practicable.

12.1.7. Warning Signs: The Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

12.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. A clear warning must be given that the use of deadly force may be authorized by the local security guards or police force.

12.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area & Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

12.2. Non-Contract FP Measures: The contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the NRCC Singapore KO. The Contractor must explain what the FP service will entail and why it is being required. The KO will coordinate this requirement with appropriate FP personnel at NRCC and COMLOGWESTPAC. Once a decision is made then the contractor will be either authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

12.3. Beach Guard Office or Tent – (CLIN XX12AA)

12.3.1. The Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ships personnel while performing security checks on personnel, baggage, and vehicles.

12.3.2. The office or tent will be large enough to accommodate a minimum of 5 people. Tents will have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions. The office or tent shall be well lighted and identified for its intended use. The contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 lb, CO2 fire extinguisher will be provided and kept fully charged.

12.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

12.4. Dive and Vetting Operations (CLIN XX12AB)

12.4.1. The Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

12.4.2. The pier will be vetted prior to the ships arrival.

12.4.3. The Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

12.4.5. The Contractor may be required to provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

12.5. Floating Perimeter (CLIN XX12AC and XX12AD)

12.5.1. The Contractor shall provide a Floating Perimeter (FPM) to identify a restricted area in the water of approximately 330 feet (100 meters) distance around docked or anchored ships. The purpose of the FPM is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FPM is not designed to stop approaching unauthorized watercraft by fouling their propellers. Rather it is to help identify a safe standoff zone.

12.5.2. The size of the perimeter will depend on the class of ship. Pierside, the FPM should be positioned 330 feet (100 meters) fore and aft of the ship and 330 feet (100 meters) out into the water from the ship. If sufficient space is not available then the perimeter will be positioned as far as possible from the ship. At anchorage, the FPM will be positioned 330 feet (100 meters) outside the swing radius of the ship.

12.5.3. There are two types of FPMs:

12.5.3.1. Continuous Line FPM: (CLIN XX12AC)

12.5.3.1.1. The FPM must fully enclose ships at dockside or at anchorage. The perimeter will have an Entry Control Point (ECP) where the perimeter may be opened up when authorized watercraft require access to the ship. The Contractor will provide a boat and crew to open up and close the perimeter at the ECP.

12.5.3.1.2. Specifications:

12.5.3.1.2.1. Continuous line made of nylon rope or steel cable (minimum 20 mm) with at least one connectable ECP for access.

12.5.3.1.2.2. Floatation devices positioned every meter on the line. Sufficient to keep line afloat and visible on the surface of the water.

12.5.3.1.2.3. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing strobe lights (standing at least one meter high above the water) and positioned every 75 meters along the line.

12.5.3.1.2.4. Weights positioned at intervals along the line to anchor the line to the seabed and stablize the perimter. The number of weights, size and intervals will be

determined by the conditions of the harbor or anchorage. It must be sufficient to keep the perimeter intact at all times regardless of sea conditions. Failure of the system to remain in place may result in deductions to the invoice.

12.5.3.2. **RESERVED** - Floating Buoy System (FBS) (CLIN XX12AD)

12.5.3.2.1. The Contractor shall provide a FBS per the specifications provide below:

12.5.3.2.1.1. The Contractor shall provide a Floating Buoy System (FBS) to identify a restricted area around ships. The purpose of the FBS is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 100 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible on both ship and shore based radar. The picket boats will patrol outside of this visual reference. The FBS shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) workboats to tend to the FBS at all times.

12.5.3.2.1.2 Provide the system with weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

12.6. Perimeter Fencing – (CLIN XX12AE)

12.6.1. The contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the Contractor will provide portable chain link fencing with vehicle and walk up entrances.

12.6.2. The perimeter fence provided by the Contractor must meet the following specifications:

Material:	Chain link of aluminium or other durable metallic material
Height:	Minimum height of 2.5 meters (7 feet)
Base:	Temporarily set in pier or with sufficient concrete base to keep from being easily moved
Entry Point:	Entry available for vehicles and personnel.

12.7. Physical Security Barriers – (CLIN XX12AF, XX12AG and XX12AH)

12.7.1. The contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

12.7.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used, as well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

12.7.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zig zag patterns to control the speed of access.

12.7.4. A personnel entry point must be established through the barriers.

12.7.5. Barriers may also be used to seal off secondary Port gates.

12.7.6. All barriers must be placed prior to a ships arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

12.8. Picket Boats (CLIN XX12AJ)

12.8.1. The Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

The Contractor shall comply with Attachment 4 for picket boat operations.

12.8.3. The Contractor shall provide a translator fluent in both English and Thai to translate for the driver of the picket boat at all times. The translator shall provide all communication between the ship personnel and the picket boat driver.

12.9. Portable Latrine (CLIN XX12AK)

12.9.1. The Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

12.9.2. The Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

12.9.3. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

12.9.4. The Contractor shall clean latrines twice daily.

12.10. Portable Lighting – (CLIN XX12AL)

12.10.1. The Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Ports installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship.

12.10.2. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

12.11. Security Guard Services – (CLIN XX12AM, XX12AN and XX12AP)

12.11.1. The Contractor shall provide security guards to patrol in picket boats/security boats and at pierside/liberty area to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

12.11.2. The Contractor shall comply with Attachment 5 for security guard operations.

12.11.3. All security guard (XX12AM, XX12AN and XX12AP) shall be armed.

12.12. Two Way Radios (CLIN XX12AQ): The Contractor shall provide two way radio sets capable of communicating with the ship, picket boat and to the shore patrol/liberty area with designated individuals.

12.13. X-Ray Machine Airport Type with Operators (CLIN XX12AR): This item will be provided free of charge by the Force Protection Detachment (FPD) from the U.S. Embassy, Thailand.

12.14. Walk-Thru Metal Detector (CLIN XX12AS): This item will be provided free of charge by the Force Protection Detachment (FPD) from the U.S. Embassy, Thailand.

12.15. Hand Held Wand Metal Detector (CLIN XX12AT): This item will be provided free of charge by the Force Protection Detachment (FPD) from the U.S. Embassy, Thailand.

13. FORKLIFT WITH OPERATOR (CLIN XX13) The Contractor shall provide forklifts with operators for loading and unloading operations. Sizes in the schedule indicate the maximum lifting capacity of the forklift.

14. RESERVED - FUEL (CLIN XX14)

14.1. Normally, fuel is provided by the HN or by other U.S. Government bunkering contracts. However, if those sources are not available then the HS contractor may be required assist in obtaining the fuel. In that case, the Husbanding Contractor must comply with this paragraph and must ensure the attached specifications are met by the fuel provider.

14.2. If a ship requires the Husbanding Contractor to provide fuel, the Husbanding Contractor shall contact the bunkering contractor or HN source. If the HN or bunkering contractor can provide the fuel within the time needed, the Husbanding Agent shall so inform the ship. However, if the HN or US Government bunkering contractor cannot deliver the fuel when required by the ship, the Contractor shall so inform the SUPPO or NRCC and request approval to proceed. Only after this is done may the Contractor arrange for fuel delivery.

14.3. The Contractor shall only charge fuel at the daily commercial fuel rate established by the port or local authorities. The Contractor shall provide documentation of the daily rate to the SUPPO. The fuel price charged shall be free on board (F.O.B.) the ship whether at pier side or at anchor. Compensation for all husbanding efforts or costs associated with assisting in the acquisition and delivery of fuel (for instance, dealing with customs authorities) are included in, and otherwise covered by, the daily fixed husbanding services rates set out in the Schedule of Supplies/Services of this contract.

14.4. The Contractor shall provide documentation to the ship fuel officer that the fuel meets the specifications in Attachment 6 – Fuel Specifications.

14.5. The Contractor shall provide a fuel barge or truck to transport fuel to the ship.

14.6. The Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

14.7. The Contractor shall load the ordered fuel and transport to the ship. The Contractor shall transfer the fuel from the fuel barge or truck to the ship. The Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

14.8. The Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

15. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX15)

15.1. The Contractor shall remove and dispose of garbage and trash from the ship.

15.2. The Contractor shall provide dedicated refuse bins to the ship.

15.3. If collection is done by sea, the Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship, and at least four (4) mooring lines to secure alongside the ship.

15.4. The Contractor shall collect all loose refuse placed adjacent to refuse bins.

15.5. The Contractor shall immediately clean up any spilled refuse.

15.6. The Contractor shall properly dispose of all collected refuse.

16. RESERVED - LINESBOATS – (CLIN XX16)

17. LINE HANDLERS (CLIN XX17)

17.1. The Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier.

17.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

18. MANLIFT (CLIN XX18)

18.1. The Contractor shall provide a manlift with a full fuel tank.

18.2. The contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 each morning.

18.3. The Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The Contractor shall maintain documentation of ship personnel acknowledgement of the training.

19. RESERVED - MATERIAL HANDLING (CLIN XX19)

20. RESERVED - MISCELLANEOUS (CLIN XX20)

21. OIL BOOMS (CLIN XX21)

21.1. The Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water.

21.2. Oil Booms provided shall have a floatation device at the top, a skirt below, a tension device and a ballast device at the bottom.

21.3. The Contractor shall dispose all oil waste caught in the Oil Boom.

22. OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX22)

22.1. The Contractor shall remove oily waste and aggregate water from the ship.

22.2. The Contractor shall pump oily waste and aggregate water from the ship to Contractor provided equipment.

22.3. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship duty engineer shall verify in writing the amount removed.

22.4. The contractor shall provide hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

22.5. When removal is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines to secure alongside the ship.

22.6. The Contractor shall properly dispose of all oily waste and aggregate water.

23. RESERVED - PAINT FLOAT (CLIN XX23)

24. PILOTS (CLIN XX24) - The Contractor shall provide pilots to navigate the ship to and from the berthing locations.

25. POTABLE WATER (CLIN XX25) - The Contractor shall deliver fresh, potable water to the intake hose of the requesting ship in accordance with Attachment 7.

26. RESERVED - PRATIQUE (CLIN XX26

27. RESERVED - REEFER CONTAINER (CLIN XX27)

28. SHORE POWER (CLIN XX28)

28.1. The Contractor shall provide shore power to the ship using:

28.1.1. Port provided permanent connection system.

28.1.2. Or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels.

28.2. The Contractor shall provide all cables and make all power connections between the generator and ship.

29. RESERVED - SHORE STEAM (CLIN XX29)

30. STEVEDORES (CLIN XX30) - The Contractor shall provide stevedores and supervisors for general labor.

31. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX31)

31.1. The Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

31.2. The Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

32. TRANSPORTATION VEHICLES (CLIN XX32)

32.1. The Contractor shall provide vehicle service with drivers for official government business.

32.2. The Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

32.3. The Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

32.4. The Contractor shall provide drivers who can speak and understand English clearly.

32.5. The Contractor shall provide only vehicles with air conditioning.

32.6. The Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

32.7. The Contractor shall return all items left in rental vehicles to the ship's SUPPO or to NRCC Singapore LSC if the ship has departed.

32.8. The Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

33. TUGS (CLIN XX33)

33.1. The Contractor shall provide tugs to bring ships to and from berthing locations.

33.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

33.3. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

34. WATER TAXIS (CLIN XX34)

34.1. The Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 8.

34.2. The Contractor shall return all items left in water taxis to the ship's SUPPO.

34.3. The Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times.

35. REPORTS (CLIN XX35)

35.1. CRAFT REPORT (XX35AA): The Contractor shall prepare and submit a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit C – CRAFT Report. The report shall be submitted to the NRCC Contracting Officer or designated representative within five working days of each ship’s departure.

35.2. QUARTERLY REPORT (XX35AB): The Contractor shall submit a QUARTERLY report to the Contracting Officer, summarizing ports visited, ships visiting, days in port, by item and sub-line item the amount in U.S. dollars, paid under each task order (T.O.) during each reporting period. A copy of each T.O. placed againt this contract during the reporting period will be included as an enclosure. The reports shall be presented in the CRAFT format of this contract.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00006	01-Feb-2008	N6804706RCSC02	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-0001
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 01-Mar-2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssnk01088854

1. The purpose of this modification is to exercise the Option Year II of the above numbered contract for husbanding services, Thailand for the period of performance 1 Mar 2008 through 28 February 2009.

2. As a result of this modification the estimated total contract value is increased from US$1,859,298.40 by US$929,649.20 to a new estimated total of US$2,788,947.60.

3. All Other Terms and Conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 01-Feb-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The order period end date 28-Feb-2009 has been added.
The order period start date 01-Mar-2008 has been added.

SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The PROG code S10 has been added.
The WSC Equipment code 000 has been added.
The MDAP/MAIS Code 000 has been added.

CLIN 1001

The WSC Equipment code 000 has been added.
The MDAP/MAIS Code 000 has been added.

CLIN 2001

The PROG code S10 has been added.
The WSC Equipment code 000 has been added.
The MDAP/MAIS Code 000 has been added.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00007	07-Mar-2008	N6804706RCSC02	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-0001
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 01-Mar-2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssnk010811771

This administrative modification is issued to amend P00006 to read as exercise Option vice Option.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	07-Mar-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $929,649.20 from $929,649.20 to $1,859,298.40.

SUPPLIES OR SERVICES AND PRICES

CLIN 2001
The option status has changed from Option to Option Exercised.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00008	02-Apr-2008	N6804706RCSC02	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-0001
	X	10B. DATED (SEE ITEM 13) 01-Mar-2006
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
MUTUAL AGREEMENT

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssnk010813607

1. This modification is issued for the following:
   a. Add Lot 3 - Operations Other Than War (OOTW) / Contingency Exercise Logistics Support for all locations in Thailand for Option Year II through Option Year IV.
   b. Add Paragraph 36. Operations Other Than War (OOTW) / Contingency Exercise Logistic Support under Statement of Work.
   c. Add Exhibit D - OOTW Sample Provisions.
2. The Estimated Contract Grand total is increased by US$98,550.00 from US$2,788,947.60 to a new grand total of US$2,887,497.60
3. The new conformed copy of the Statement of Work (Added paragraphs are highlighted in yellow), Exhibit D - OOTW Sample Provisions and Exhibit A, Schedule of Supplies and Services to include Lot 3 for Option Year II through Option Year IV are attached.
4. All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED
02-Apr-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

STATEMENT OF WORK

TASKS: The Contractor shall perform the following tasks when ordered by an AGR.

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 2 – Classifications of Navy Ships)

1.1. PRE-ARRIVAL HUSBANDING DUTIES

1.1.1. The Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The Contractor shall order requested services and supplies.

1.1.3. The contractor shall furnish to each ship and FISC Detachment Singapore Contracting Officer a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether prepriced in the contract or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship’s arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated “additional” costs.

1.1.4. These estimates shall be provided for all US Navy, Military Sea-lift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the Husbanding Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché’ at the U. S. Defense Attaché Office.

1.1.6. The Contractor shall prepare and stage all required supplies and equipment prior to the ship’s arrival. Staging may be as required by each location.

1.1.7. The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements. For example, the HS Contractor would coordinate Provisioning contractors delivery dates, times, forklifts, cranes, stevedores, inspections, or any other item needed for them to perform their work at the berth.

1.1.8. The Contractor shall assist the ship’s Advance Party to include planning and coordination meetings.

1.2. POST-ARRIVAL HUSBANDING DUTIES

1.2.1. The Contractor shall Husband the ship when at the berthing location.

1.2.2. The Contractor shall install all equipment upon ship arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The Contractor shall brief the designated ship representative about Contractor provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. Also, the contractor will provide their POC information with 24 hour contact phone numbers.

1.2.5. The Contractor shall provide a copy of Overview, The Schedule and SOW to the SUPPO.

1.2.6. Money Exchange Services:

1.2.6.1. Moneychangers: The Contractor shall arrange for authorized moneychangers to exchange ship personnel U.S. dollars with local currency. The moneychangers may include a nominal commission of no more than plus or minus 1.5% difference from the Official Rate below.

1.2.6.2. The Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. This Official Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.7. Laundry Services:

1.2.7.1. The contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship’s laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure.

1.2.7.2. The Contractor shall assist in resolving vendor billing discrepancies.

1.2.8. Interpreter Services: The Contractor shall provide interpreter services using personnel fluent in both the local language and English.

1.2.9. Mail Delivery Services: The Contractor shall provide mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

1.2.10. Moral Welfare and Recreation (MWR) Services: The U.S. Navy has an information, tickets and tours (ITT) contractor specifically for the purpose of providing visiting military personnel with opportunities to book hotel rooms, tour packages and distributing information about local places of interest. Any action on the part of the Husbanding Contractor to offer information or to sell or book recreational, off-duty activities or hotel rooms would be considered interference with the ITT contractor’s functions and is prohibited under this contract. Neither the contractor nor any of its subcontractors at any tier shall advertise or offer such opportunities to the crew members of the vessel serviced by the Contractor. Questions and requests for such information and opportunities shall be referred to the ITT contractor.

1.2.11. The Contractor shall coordinate with other US Government contractors in performing their required services. Example would be coordinating provisioning contractor delivery times, dates, and equipment needed.

1.2.12. The Contractor shall assist ship personnel with immigration and customs requirements into their country. This includes providing Visa and Customs application forms. The Contractor shall contact the ship prior to arrival to ascertain how many personnel will require assistance.

1.2.13. The Contractor shall facilitate the ship's timely departure.

1.2.13.1. The Contractor shall provide a cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.13.2. The Contractor must obtain a written receipt from an authorized ship personnel accepting all services or supplies provided.

1.2.13.3. The Contractor shall remove all provided equipment.

1.2.13.4 Pre-Sailing Visit: The Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor's best estimate and an adjustment will be made later.

1.2.13.5 The Contractor shall also provide any invoices for port tariff items which have been completed for certification by the ship's Supply Officer.

1.2.13.6 Copies of all invoices presented to the ship shall be provided to FISC Det Singapore Contracting Officer within 5 working days from the departure of the visiting vessel.

1.2.13.7 The Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for this information shall be the Command Duty Officer, Supply Officer, or his designated representative.

1.3. ARRANGING SUPPLIES AND SERVICES

1.3.1. When requirements exist for items not priced in the Schedule of Supplies and Services, the Contractor shall assist the Supply Officer of the vessel in obtaining information from, and delivering information to, reliable sources for these items by identifying responsible sources, performing market surveys, providing pricing information from at least three sources whenever feasible, and delivering Government orders. In obtaining or delivering this information, the Contractor shall inform the potential sources that it is solely obtaining and delivering information for the U.S. Navy, and is not entering into any contractual commitment. The information obtained shall be submitted to the ship's Supply Officer and courtesy copy to FISC Det Singapore Contracting Office who shall issue appropriate contractual documents. The Contractor shall deliver to the vendor the Supply Officer's or Contracting Officer's order to purchase the supplies or services. This order shall be in writing (facsimile and electronic transmission included) and signed by the Supply Officer or Contracting Officer specifying the price, item(s), quantity, and delivery requirements of the order. The Contractor shall facilitate receipt of the items by the ship. The Contractor is not required to arrange unofficial requirements or personal requests from individual crewmembers. In certain cases (i.e. Fuel, FFV, Bread and Eggs) the contractor shall use the SOWs furnished herein when arranging supplies and services.

1.3.2. In the event the above process cannot be followed by the Supply Officer, the Contractor is still responsible for promoting competition to the maximum extent practicable to obtain supplies and services from the source whose offer is the most advantageous to the Government. In addition, if the supply or service required is greater than $3,000, the Contractor shall provide information on the results of competition conducted by providing: name of the sources contacted, amount of each offer received (indicating the items ordered, quantity, unit price and total price) and rational for decision. This information must be provided to FISC Det Singapore Contracting Officer during the ship visit or no later than 7 days after the ship's departure from the visited port. The Contractor's responsibility to promote competition as indicated in this paragraph will be evaluated based on the criteria established in Section III, Overview, paragraph 14, Standards for Professional Services; sub-paragraph 14.1.

1.4 GENERAL ASSISTANCE

1.4.1 The Contractor shall coordinate, assist with supplies and provide logistical support for Community Relations (COMREL) Projects as identified by the United States Defense Attache Office (USDAO) Bangkok. All information related to the COMREL Project will be forwarded to the contractor directly from the USDAO by fax

or email. (All questions regarding COMREL projects will be entertained by the USDAO). Responses related to inquiries for COMREL projects, official visits and courtesy calls will be answered by separate correspondence by the USDAO.

1.4.2 As required, the contractor shall provide "Military Personnel Assistance". This support requires the contractor to transport, escort and assist military or civilian personnel in obtaining a (2" X 2" Matte finish) Passport picture, American passport and Air Ticket before existing Thailand. The individual supporting this function must speak and read English to access the JUSMAGTHAI compound "Joint Administration Office" and American Embassy in Bangkok. Assistance will be required to meet personnel at the airport if coming from Phuket or to transport personnel from Pattaya if ship is in port there. The charges for ground transportation shall be consistent with the hourly rates in the contract. Procedures are provided, see Attachment 3. The service member will be responsible for his/her own food and lodging expenses.

1.5. FRESH FRUITS AND VEGETABLES (FF&V), BREAD, EGGS, AND OTHER SUBSISTENCE ITEMS

1.5.1. When requested by the ship, the husbanding contractor shall assist in arranging for the timely provision of FFV, Bread and Eggs and other subsistence items. FFV shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using nightsoil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. Bread and Eggs must be from approved sources and must be in accordance with Quality Assurance Provisions in Attachment 9. The husbanding services contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars (Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Any delivery charges shall already been part of the price and should not be shown separately.

1.5.2. In all cases where the total cost of FFV and subsistence items received by a ship exceeds $10,000.00 for a port visit, the contractor, in addition to the CRAFT reports, shall submit a report via e-mail to FISC Det Singapore Contracting Officer within ten (10) days after the visit. The report shall provide a breakdown of the FFV and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the contractor shall provide copies of all quotes obtained.

1.5.3. The husbanding contractor is responsible for ensuring that the sources recommended to the ship's SUPPO for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Corps. A listing of approved sources is available via the U.S. Army Veterinary Command (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection is provided per Attachment 10. The U.S. Army Veterinary Command requires 90 days advance notice to arrange for inspection of new facilities.

1.5.4. Husbanding contractors shall consider this requirement for inspection of sources when recommending or selecting suppliers of subsistence items. Under no circumstances should the contractor recommend or offer for acceptance subsistence items from non-approved sources.

1.5.5. The Contractor shall comply with the Quality Assurance Provisions as per Attachment 9.

2. RESERVED - Not to be used.

3. BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self fendering to prevent damage to the ship and have a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The Contractor shall place fenders between the breasting barge and the ship.

3.3. The Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. BROW (CLIN XX04)

The Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not to damage the surface of the pier.

4.2 Due to the dramatic height difference between the submarine deck and pier, the contractor provided submarine brow must afford personnel a smooth and safe transit when entering or exiting the submarine deck. Also, the submarine brow must be capable of supporting shore power cables without damaging the cable.

5. RESERVED - CAMELS (CLIN XX05)

6. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX06)

6.1. The Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

6.2. The Contractor shall pump sewage from the ship to Contractor provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

6.3. The Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

6.4. The contractor shall provide CHT hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

6.5. When collection of CHT is done via barge, the Contractor shall provide a barge with suitable self fendering to prevent damage to vessel and with a minimum of four (4) mooring lines to secure alongside the ship.

6.6. The Contractor shall properly dispose of all sewage in accordance with OVERVIEW OF CONTRACT Section, Paragraph 14, Standards for Professional Services.

6.7. The Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements.

6.8. The Contractor shall not charge more than what the Thai Government charges per gallon.

7. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX07)

7.1. The Contractor shall arrange for landlines to be installed aboard the ship.

7.2. The Contractor shall provide fully charged, mobile hand phones with charges capable of using dual voltage.

7.3. The Contractor shall provide activation, auto-roaming, long distance accounts, and airtime for land and hand phones.

The Contractor shall arrange for landlines to be installed for Beach Guard. The installation charges shall be inclusive of all costs for installatoin and deactivation of landlines and for unlimited usage for local calls.

8. CRANE (CLIN XX08) - The Contractor shall provide cranes with operators, required assistant personnel, and support equipment such as slings, lifting bars, and nets. When ordered, the Contractor is required to provide mobile crane services (shore crane and floating crane) with operator. The Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

9. DOCKAGE AND WHARFAGE FEE – (CLIN XX09) – The Contractor shall provide pier and wharf usage.

10. FENDERS (CLIN XX10) - The Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

11. FLEET LANDING (CLIN XX11) - The Contractor shall provide a Fleet Landing site at designated piers. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct FP operations.

12. FORCE PROTECTION (CLIN XX12)

12.1. General: (CLINs XX01 & XX02) : The Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The contractor must coordinate all aspects of FP planning and services with U.S.Navy FP officials, NCIS, Port Authorities, HN agencies, and U.S. Embassy security staff. If the HN is supplying FP assets the contractor must verify they are available and are scheduled to show up on time. The Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

12.1.1. Access Points: The Contractor shall establish a single entry and exit point to the pier area.

12.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

12.1.3. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

12.1.3.1. Background Checks. The Contractor shall run security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees who fail this background investigation.

12.1.3.2. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

12.1.3.3. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

12.1.4. Access Lists: The contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

12.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

12.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

12.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

12.1.5. Inspections. The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

12.1.6. Stand-Off Distances:

12.1.6.1. Objects: The Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.1.6.2. Unloading Zones: The Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship or to the maximum extent practicable.

12.1.7. Warning Signs: The Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

12.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. A clear warning must be given that the use of deadly force may be authorized by the local security guards or police force.

12.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area & Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

12.2. Non-Contract FP Measures: The contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the NRCC Singapore KO. The Contractor must explain what the FP service will entail and why it is being required. The KO will coordinate this requirement with appropriate FP personnel at NRCC and COMLOGWESTPAC. Once a decision is made then the contractor will be either authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

12.3. Beach Guard Office or Tent – (CLIN XX12AA)

12.3.1. The Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ships personnel while performing security checks on personnel, baggage, and vehicles.

12.3.2. The office or tent will be large enough to accommodate a minimum of 5 people. Tents will have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions. The office or tent shall be well lighted and identified for its intended use. The contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 lb, CO2 fire extinguisher will be provided and kept fully charged.

12.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

12.4. Dive and Vetting Operations (CLIN XX12AB)

12.4.1. The Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

12.4.2. The pier will be vetted prior to the ships arrival.

12.4.3. The Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

12.4.5. The Contractor may be required to provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

12.5. Floating Perimeter (CLIN XX12AC and XX12AD)

12.5.1. The Contractor shall provide a Floating Perimeter (FPM) to identify a restricted area in the water of approximately 330 feet (100 meters) distance around docked or anchored ships. The purpose of the FPM is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FPM is not designed to stop approaching unauthorized watercraft by fouling their propellers. Rather it is to help identify a safe standoff zone.

12.5.2. The size of the perimeter will depend on the class of ship. Pierside, the FPM should be positioned 330 feet (100 meters) fore and aft of the ship and 330 feet (100 meters) out into the water from the ship. If sufficient space is not available then the perimeter will be positioned as far as possible from the ship. At anchorage, the FPM will be positioned 330 feet (100 meters) outside the swing radius of the ship.

12.5.3. There are two types of FPMs:

12.5.3.1. Continuous Line FPM: (CLIN XX12AC)

12.5.3.1.1. The FPM must fully enclose ships at dockside or at anchorage. The perimeter will have an Entry Control Point (ECP) where the perimeter may be opened up when authorized watercraft require access to the ship. The Contractor will provide a boat and crew to open up and close the perimeter at the ECP.

12.5.3.1.2. Specifications:

12.5.3.1.2.1. Continuous line made of nylon rope or steel cable (minimum 20 mm) with at least one connectable ECP for access.

12.5.3.1.2.2. Floatation devices positioned every meter on the line. Sufficient to keep line afloat and visible on the surface of the water.

12.5.3.1.2.3. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing strobe lights (standing at least one meter high above the water) and positioned every 75 meters along the line.

12.5.3.1.2.4. Weights positioned at intervals along the line to anchor the line to the seabed and stablize the perimter. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the perimeter intact at all times regardless of sea conditions. Failure of the system to remain in place may result in deductions to the invoice.

12.5.3.2. **RESERVED** - Floating Buoy System (FBS) (CLIN XX12AD)

12.5.3.2.1. The Contractor shall provide a FBS per the specifications provide below:

12.5.3.2.1.1. The Contractor shall provide a Floating Buoy System (FBS) to identify a restricted area around ships. The purpose of the FBS is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 100 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible on both ship and shore based radar. The picket boats will patrol outside of this visual reference. The FBS shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) workboats to tend to the FBS at all times.

12.5.3.2.1.2 Provide the system with weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

12.6. Perimeter Fencing – (CLIN XX12AE)

12.6.1. The contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the Contractor will provide portable chain link fencing with vehicle and walk up entrances.

12.6.2. The perimeter fence provided by the Contractor must meet the following specifications:

Material:	Chain link of aluminium or other durable metallic material
Height:	Minimum height of 2.5 meters (7 feet)
Base:	Temporarily set in pier or with sufficient concrete base to keep from being easily moved
Entry Point:	Entry available for vehicles and personnel.

12.7. Physical Security Barriers – (CLIN XX12AF, XX12AG and XX12AH)

12.7.1. The contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

12.7.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft

shipping containers may also be used, as well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

12.7.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zig zag patterns to control the speed of access.

12.7.4. A personnel entry point must be established through the barriers.

12.7.5. Barriers may also be used to seal off secondary Port gates.

12.7.6. All barriers must be placed prior to a ships arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

12.8. Picket Boats (CLIN XX12AJ)

12.8.1. The Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

The Contractor shall comply with Attachment 4 for picket boat operations.

12.8.3. The Contractor shall provide a translator fluent in both English and Thai to translate for the driver of the picket boat at all times. The translator shall provide all communication between the ship personnel and the picket boat driver.

12.9. Portable Latrine (CLIN XX12AK)

12.9.1. The Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

12.9.2. The Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

12.9.3. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

12.9.4. The Contractor shall clean latrines twice daily.

12.10. Portable Lighting – (CLIN XX12AL)

12.10.1. The Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Ports installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship.

12.10.2. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

12.11. Security Guard Services – (CLIN XX12AM, XX12AN and XX12AP)

12.11.1. The Contractor shall provide security guards to patrol in picket boats/security boats and at pierside/liberty area to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

12.11.2. The Contractor shall comply with Attachment 5 for security guard operations.

12.11.3. All security guard (XX12AM, XX12AN and XX12AP) shall be armed.

12.12. Two Way Radios (CLIN XX12AQ): The Contractor shall provide two way radio sets capable of communicating with the ship, picket boat and to the shore patrol/liberty area with designated individuals.

12.13. X-Ray Machine Airport Type with Operators (CLIN XX12AR): This item will be provided free of charge by the Force Protection Detachment (FPD) from the U.S. Embassy, Thailand.

12.14. Walk-Thru Metal Detector (CLIN XX12AS): This item will be provided free of charge by the Force Protection Detachment (FPD) from the U.S. Embassy, Thailand.

12.15. Hand Held Wand Metal Detector (CLIN XX12AT): This item will be provided free of charge by the Force Protection Detachment (FPD) from the U.S. Embassy, Thailand.

13. FORKLIFT WITH OPERATOR (CLIN XX13) The Contractor shall provide forklifts with operators for loading and unloading operations. Sizes in the schedule indicate the maximum lifting capacity of the forklift.

14. RESERVED - FUEL (CLIN XX14)

14.1. Normally, fuel is provided by the HN or by other U.S. Government bunkering contracts. However, if those sources are not available then the HS contractor may be required assist in obtaining the fuel. In that case, the Husbanding Contractor must comply with this paragraph and must ensure the attached specifications are met by the fuel provider.

14.2. If a ship requires the Husbanding Contractor to provide fuel, the Husbanding Contractor shall contact the bunkering contractor or HN source. If the HN or bunkering contractor can provide the fuel within the time needed, the Husbanding Agent shall so inform the ship. However, if the HN or US Government bunkering contractor cannot deliver the fuel when required by the ship, the Contractor shall so inform the SUPPO or NRCC and request approval to proceed. Only after this is done may the Contractor arrange for fuel delivery.

14.3. The Contractor shall only charge fuel at the daily commercial fuel rate established by the port or local authorities. The Contractor shall provide documentation of the daily rate to the SUPPO. The fuel price charged shall be free on board (F.O.B.) the ship whether at pier side or at anchor. Compensation for all husbanding efforts or costs associated with assisting in the acquisition and delivery of fuel (for instance, dealing with customs authorities) are included in, and otherwise covered by, the daily fixed husbanding services rates set out in the Schedule of Supplies/Services of this contract.

14.4. The Contractor shall provide documentation to the ship fuel officer that the fuel meets the specifications in Attachment 6 – Fuel Specifications.

14.5. The Contractor shall provide a fuel barge or truck to transport fuel to the ship.

14.6. The Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

14.7. The Contractor shall load the ordered fuel and transport to the ship. The Contractor shall transfer the fuel from the fuel barge or truck to the ship. The Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

14.8. The Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

15. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX15)

15.1. The Contractor shall remove and dispose of garbage and trash from the ship.

15.2. The Contractor shall provide dedicated refuse bins to the ship.

15.3. If collection is done by sea, the Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship, and at least four (4) mooring lines to secure alongside the ship.

15.4. The Contractor shall collect all loose refuse placed adjacent to refuse bins.

15.5. The Contractor shall immediately clean up any spilled refuse.

15.6. The Contractor shall properly dispose of all collected refuse.

16. RESERVED - LINESBOATS – (CLIN XX16)

17. LINE HANDLERS (CLIN XX17)

17.1. The Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier.

17.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

18. MANLIFT (CLIN XX18)

18.1. The Contractor shall provide a manlift with a full fuel tank.

18.2. The contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 each morning.

18.3. The Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The Contractor shall maintain documentation of ship personnel acknowledgement of the training.

19. RESERVED - MATERIAL HANDLING (CLIN XX19)

20. RESERVED - MISCELLANEOUS (CLIN XX20)

21. OIL BOOMS (CLIN XX21)

21.1. The Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water.

21.2. Oil Booms provided shall have a floatation device at the top, a skirt below, a tension device and a ballast device at the bottom.

21.3. The Contractor shall dispose all oil waste caught in the Oil Boom.

22. OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX22)

22.1. The Contractor shall remove oily waste and aggregate water from the ship.

22.2. The Contractor shall pump oily waste and aggregate water from the ship to Contractor provided equipment.

22.3. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship duty engineer shall verify in writing the amount removed.

22.4. The contractor shall provide hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

22.5. When removal is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines to secure alongside the ship.

22.6. The Contractor shall properly dispose of all oily waste and aggregate water.

23. RESERVED - PAINT FLOAT (CLIN XX23)

24. PILOTS (CLIN XX24) - The Contractor shall provide pilots to navigate the ship to and from the berthing locations.

25. POTABLE WATER (CLIN XX25) - The Contractor shall deliver fresh, potable water to the intake hose of the requesting ship in accordance with Attachment 7.

26. RESERVED - PRATIQUE (CLIN XX26

27. RESERVED - REEFER CONTAINER (CLIN XX27)

28. SHORE POWER (CLIN XX28)

28.1. The Contractor shall provide shore power to the ship using:

28.1.1. Port provided permanent connection system.

28.1.2. Or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels.

28.2. The Contractor shall provide all cables and make all power connections between the generator and ship.

29. RESERVED - SHORE STEAM (CLIN XX29)

30. STEVEDORES (CLIN XX30) - The Contractor shall provide stevedores and supervisors for general labor.

31. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX31)

31.1. The Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

31.2. The Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

32. TRANSPORTATION VEHICLES (CLIN XX32)

32.1. The Contractor shall provide vehicle service with drivers for official government business.

32.2. The Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

32.3. The Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

32.4. The Contractor shall provide drivers who can speak and understand English clearly.

32.5. The Contractor shall provide only vehicles with air conditioning.

32.6. The Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

32.7. The Contractor shall return all items left in rental vehicles to the ship's SUPPO or to NRCC Singapore LSC if the ship has departed.

32.8. The Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

33. TUGS (CLIN XX33)

33.1. The Contractor shall provide tugs to bring ships to and from berthing locations.

33.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

33.3. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

34. WATER TAXIS (CLIN XX34)

34.1. The Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 8.

34.2. The Contractor shall return all items left in water taxis to the ship's SUPPO.

34.3. The Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times.

35. REPORTS (CLIN XX35)

35.1. CRAFT REPORT (XX35AA): The Contractor shall prepare and submit a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit C – CRAFT Report. The report shall be submitted to the NRCC Contracting Officer or designated representative within five working days of each ship’s departure.

35.2. QUARTERLY REPORT (XX35AB): The Contractor shall submit a QUARTERLY report to the Contracting Officer, summarizing ports visited, ships visiting, days in port, by item and sub-line item the amount in U.S. dollars, paid under each task order (T.O.) during each reporting period. A copy of each T.O. placed againt this contract during the reporting period will be included as an enclosure. The reports shall be presented in the CRAFT format of this contract.

36. OPERATIONS OTHER THAN WAR (OOTW) AND EXERCISE/ LOGISTIC SUPPORT FEES (LOT 3) (CLIN XX36)

36.1. Operations Other Than War (OOTW), sometimes referred to as "contingencies", are defined as emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. In addition to rescue and humanitarian relief missions, military contingencies can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property; training efforts and exercises in preparation for actual contingencies shall also be included.

36.2. An exercise is defined as a prearranged, preplanned evolution being conducted between the U. S. Government and a foreign nation for Humanitarian, training, or other purpose of a specified duration. The name of the event will generally, but may not always, include the word "exercise."

36.3. Logistic Support is defined as goods and services provided in a background framework to an operation or an exercise. Logistics Support can take place in the immediate vicinity of the operation/exercise or a great distance away.

36.4. An operation can be further defined as an unplanned, real world deployment of troops for an indefinite period of time. It can include Non-combatant Evacuation Operations (NEO's).

36.5. The Navy's Husbanding Contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a country wide network familiar with the different political and commercial infrastructures, as well as cultural and language nuances where the OOTW and/or Exercise/ Logistic Support is conducted to ensure timely fulfillment of the Navy's requirements. In addition to the above, the Contractor shall furnish personnel with the following qualifications:

36.5.1. ability to speak the local language in the country of the OOTW and/or Exercise/ Logistic Support
36.5.2. capacity to travel to the OOTW or forward logistic site within 24 hours of notification
36.5.3. current innoculation records
36.5.4. possess a valid up-to-date passport.

37.6. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. He is there to assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The contractor team shall consist of a minimum of two personnel per location that the OOTW and/or Exercise/ Logistic Support is being conducted. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

38.7. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the Contractor's Husbanding fees and CLINS shall apply.

39.8. A sample of the potential list of OOTW and/or Exercise/ Logistic Support supplies and services is provided for contractor reference in Exhibit C. The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the Husbanding Contractor shall make every effort to locate at least three sources.

37. OOTW COST REPORT (CLIN XX37)

37.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for OOTW or each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The sample report format is provided in Exhibit D – CRAFT.

37.2. The report shall be submitted to FISC Detachment Singapore Contracting Officer or FISC Detachment Singapore within seven (7) working days of each ship's departure

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 17

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00009	22-May-2008	N6804706RCSC02	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-0001
	X	10B. DATED (SEE ITEM 13) 01-Mar-2006
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssnk010817742

1. This modification is issued to remove Lot 3, OOTW under Exhibit A and Statement of Work, Paragraph 36, Operations Other Than War (OOTW) / Contingency Exercise Logistics Support Language in its entirety and replaced with the new Lot 3 (Exh A) and Paragraph 36 of the SOW (the changes and added paragraph are highlighted in yellow).

2. All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED 22-May-2008
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

STATEMENT OF WORK

TASKS: The Contractor shall perform the following tasks when ordered by an AGR.

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 2 – Classifications of Navy Ships)

1.1. PRE-ARRIVAL HUSBANDING DUTIES

1.1.1. The Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The Contractor shall order requested services and supplies.

1.1.3. The contractor shall furnish to each ship and FISC Detachment Singapore Contracting Officer a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether prepriced in the contract or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship’s arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated “additional” costs.

1.1.4. These estimates shall be provided for all US Navy, Military Sea-lift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the Husbanding Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché’ at the U. S. Defense Attaché Office.

1.1.6. The Contractor shall prepare and stage all required supplies and equipment prior to the ship’s arrival. Staging may be as required by each location.

1.1.7. The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements. For example, the HS Contractor would coordinate Provisioning contractors delivery dates, times, forklifts, cranes, stevedores, inspections, or any other item needed for them to perform their work at the berth.

1.1.8. The Contractor shall assist the ship’s Advance Party to include planning and coordination meetings.

1.2. POST-ARRIVAL HUSBANDING DUTIES

1.2.1. The Contractor shall Husband the ship when at the berthing location.

1.2.2. The Contractor shall install all equipment upon ship arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The Contractor shall brief the designated ship representative about Contractor provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. Also, the contractor will provide their POC information with 24 hour contact phone numbers.

1.2.5. The Contractor shall provide a copy of Overview, The Schedule and SOW to the SUPPO.

1.2.6. Money Exchange Services:

1.2.6.1. Moneychangers: The Contractor shall arrange for authorized moneychangers to exchange ship personnel U.S. dollars with local currency. The moneychangers may include a nominal commission of no more than plus or minus 1.5% difference from the Official Rate below.

1.2.6.2. The Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. This Official Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.7. Laundry Services:

1.2.7.1. The contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship’s laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure.

1.2.7.2. The Contractor shall assist in resolving vendor billing discrepancies.

1.2.8. Interpreter Services: The Contractor shall provide interpreter services using personnel fluent in both the local language and English.

1.2.9. Mail Delivery Services: The Contractor shall provide mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

1.2.10. Moral Welfare and Recreation (MWR) Services: The U.S. Navy has an information, tickets and tours (ITT) contractor specifically for the purpose of providing visiting military personnel with opportunities to book hotel rooms, tour packages and distributing information about local places of interest. Any action on the part of the Husbanding Contractor to offer information or to sell or book recreational, off-duty activities or hotel rooms would be considered interference with the ITT contractor’s functions and is prohibited under this contract. Neither the contractor nor any of its subcontractors at any tier shall advertise or offer such opportunities to the crew members of the vessel serviced by the Contractor. Questions and requests for such information and opportunities shall be referred to the ITT contractor.

1.2.11. The Contractor shall coordinate with other US Government contractors in performing their required services. Example would be coordinating provisioning contractor delivery times, dates, and equipment needed.

1.2.12. The Contractor shall assist ship personnel with immigration and customs requirements into their country. This includes providing Visa and Customs application forms. The Contractor shall contact the ship prior to arrival to ascertain how many personnel will require assistance.

1.2.13. The Contractor shall facilitate the ship's timely departure.

1.2.13.1. The Contractor shall provide a cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.13.2. The Contractor must obtain a written receipt from an authorized ship personnel accepting all services or supplies provided.

1.2.13.3. The Contractor shall remove all provided equipment.

1.2.13.4 Pre-Sailing Visit: The Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor's best estimate and an adjustment will be made later.

1.2.13.5 The Contractor shall also provide any invoices for port tariff items which have been completed for certification by the ship's Supply Officer.

1.2.13.6 Copies of all invoices presented to the ship shall be provided to FISC Det Singapore Contracting Officer within 5 working days from the departure of the visiting vessel.

1.2.13.7 The Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for this information shall be the Command Duty Officer, Supply Officer, or his designated representative.

1.3. ARRANGING SUPPLIES AND SERVICES

1.3.1. When requirements exist for items not priced in the Schedule of Supplies and Services, the Contractor shall assist the Supply Officer of the vessel in obtaining information from, and delivering information to, reliable sources for these items by identifying responsible sources, performing market surveys, providing pricing information from at least three sources whenever feasible, and delivering Government orders. In obtaining or delivering this information, the Contractor shall inform the potential sources that it is solely obtaining and delivering information for the U.S. Navy, and is not entering into any contractual commitment. The information obtained shall be submitted to the ship’s Supply Officer and courtesy copy to FISC Det Singapore Contracting Office who shall issue appropriate contractual documents. The Contractor shall deliver to the vendor the Supply Officer’s or Contracting Officer’s order to purchase the supplies or services. This order shall be in writing (facsimile and electronic transmission included) and signed by the Supply Officer or Contracting Officer specifying the price, item(s), quantity, and delivery requirements of the order. The Contractor shall facilitate receipt of the items by the ship. The Contractor is not required to arrange unofficial requirements or personal requests from individual crewmembers. In certain cases (i.e. Fuel, FFV, Bread and Eggs) the contractor shall use the SOWs furnished herein when arranging supplies and services.

1.3.2. In the event the above process cannot be followed by the Supply Officer, the Contractor is still responsible for promoting competition to the maximum extent practicable to obtain supplies and services from the source whose offer is the most advantageous to the Government. In addition, if the supply or service required is greater than $3,000, the Contractor shall provide information on the results of competition conducted by providing: name of the sources contacted, amount of each offer received (indicating the items ordered, quantity, unit price and total price) and rational for decision. This information must be provided to FISC Det Singapore Contracting Officer during the ship visit or no later than 7 days after the ship’s departure from the visited port. The Contractor’s responsibility to promote competition as indicated in this paragraph will be evaluated based on the criteria established in Section III, Overview, paragraph 14, Standards for Professional Services; sub-paragraph 14.1.

1.4 GENERAL ASSISTANCE

1.4.1 The Contractor shall coordinate, assist with supplies and provide logistical support for Community Relations (COMREL) Projects as identified by the United States Defense Attache Office (USDAO) Bangkok. All information related to the COMREL Project will be forwarded to the contractor directly from the USDAO by fax

or email. (All questions regarding COMREL projects will be entertained by the USDAO). Responses related to inquiries for COMREL projects, official visits and courtesy calls will be answered by separate correspondence by the USDAO.

1.4.2 As required, the contractor shall provide "Military Personnel Assistance". This support requires the contractor to transport, escort and assist military or civilian personnel in obtaining a (2" X 2" Matte finish) Passport picture, American passport and Air Ticket before existing Thailand. The individual supporting this function must speak and read English to access the JUSMAGTHAI compound "Joint Administration Office" and American Embassy in Bangkok. Assistance will be required to meet personnel at the airport if coming from Phuket or to transport personnel from Pattaya if ship is in port there. The charges for ground transportation shall be consistent with the hourly rates in the contract. Procedures are provided, see Attachment 3. The service member will be responsible for his/her own food and lodging expenses.

1.5. FRESH FRUITS AND VEGETABLES (FF&V), BREAD, EGGS, AND OTHER SUBSISTENCE ITEMS

1.5.1. When requested by the ship, the husbanding contractor shall assist in arranging for the timely provision of FFV, Bread and Eggs and other subsistence items. FFV shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using nightsoil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. Bread and Eggs must be from approved sources and must be in accordance with Quality Assurance Provisions in Attachment 9. The husbanding services contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars (Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Any delivery charges shall already been part of the price and should not be shown separately.

1.5.2. In all cases where the total cost of FFV and subsistence items received by a ship exceeds $10,000.00 for a port visit, the contractor, in addition to the CRAFT reports, shall submit a report via e-mail to FISC Det Singapore Contracting Officer within ten (10) days after the visit. The report shall provide a breakdown of the FFV and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the contractor shall provide copies of all quotes obtained.

1.5.3. The husbanding contractor is responsible for ensuring that the sources recommended to the ship's SUPPO for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Corps. A listing of approved sources is available via the U.S. Army Veterinary Command (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection is provided per Attachment 10. The U.S. Army Veterinary Command requires 90 days advance notice to arrange for inspection of new facilities.

1.5.4. Husbanding contractors shall consider this requirement for inspection of sources when recommending or selecting suppliers of subsistence items. Under no circumstances should the contractor recommend or offer for acceptance subsistence items from non-approved sources.

1.5.5. The Contractor shall comply with the Quality Assurance Provisions as per Attachment 9.

2. RESERVED - Not to be used.

3. BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self fendering to prevent damage to the ship and have a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The Contractor shall place fenders between the breasting barge and the ship.

3.3. The Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. BROW (CLIN XX04)

The Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not to damage the surface of the pier.

4.2 Due to the dramatic height difference between the submarine deck and pier, the contractor provided submarine brow must afford personnel a smooth and safe transit when entering or exiting the submarine deck. Also, the submarine brow must be capable of supporting shore power cables without damaging the cable.

5. RESERVED - CAMELS (CLIN XX05)

6. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX06)

6.1. The Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

6.2. The Contractor shall pump sewage from the ship to Contractor provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

6.3. The Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

6.4. The contractor shall provide CHT hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

6.5. When collection of CHT is done via barge, the Contractor shall provide a barge with suitable self fendering to prevent damage to vessel and with a minimum of four (4) mooring lines to secure alongside the ship.

6.6. The Contractor shall properly dispose of all sewage in accordance with OVERVIEW OF CONTRACT Section, Paragraph 14, Standards for Professional Services.

6.7. The Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements.

6.8. The Contractor shall not charge more than what the Thai Government charges per gallon.

7. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX07)

7.1. The Contractor shall arrange for landlines to be installed aboard the ship.

7.2. The Contractor shall provide fully charged, mobile hand phones with charges capable of using dual voltage.

7.3. The Contractor shall provide activation, auto-roaming, long distance accounts, and airtime for land and hand phones.

The Contractor shall arrange for landlines to be installed for Beach Guard. The installation charges shall be inclusive of all costs for installatoin and deactivation of landlines and for unlimited usage for local calls.

8. **CRANE** (CLIN XX08) - The Contractor shall provide cranes with operators, required assistant personnel, and support equipment such as slings, lifting bars, and nets. When ordered, the Contractor is required to provide mobile crane services (shore crane and floating crane) with operator. The Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

9. **DOCKAGE AND WHARFAGE FEE** – (CLIN XX09) – The Contractor shall provide pier and wharf usage.

10. **FENDERS** (CLIN XX10) - The Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

11. **FLEET LANDING** (CLIN XX11) - The Contractor shall provide a Fleet Landing site at designated piers. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct FP operations.

12. **FORCE PROTECTION** (CLIN XX12)

12.1. **General**: (CLINs XX01 & XX02) : The Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The contractor must coordinate all aspects of FP planning and services with U.S.Navy FP officials, NCIS, Port Authorities, HN agencies, and U.S. Embassy security staff. If the HN is supplying FP assets the contractor must verify they are available and are scheduled to show up on time. The Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

12.1.1. Access Points: The Contractor shall establish a single entry and exit point to the pier area.

12.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

12.1.3. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

12.1.3.1. Background Checks. The Contractor shall run security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees who fail this background investigation.

12.1.3.2. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

12.1.3.3. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

12.1.4. Access Lists: The contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

12.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

12.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

12.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

12.1.5. Inspections. The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

12.1.6. Stand-Off Distances:

12.1.6.1. Objects: The Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.1.6.2. Unloading Zones: The Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship or to the maximum extent practicable.

12.1.7. Warning Signs: The Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

12.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. A clear warning must be given that the use of deadly force may be authorized by the local security guards or police force.

12.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area & Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

12.2. Non-Contract FP Measures: The contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the NRCC Singapore KO. The Contractor must explain what the FP service will entail and why it is being required. The KO will coordinate this requirement with appropriate FP personnel at NRCC and COMLOGWESTPAC. Once a decision is made then the contractor will be either authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

12.3. Beach Guard Office or Tent – (CLIN XX12AA)

12.3.1. The Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ships personnel while performing security checks on personnel, baggage, and vehicles.

12.3.2. The office or tent will be large enough to accommodate a minimum of 5 people. Tents will have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions. The office or tent shall be well lighted and identified for its intended use. The contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 lb, CO2 fire extinguisher will be provided and kept fully charged.

12.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

12.4. Dive and Vetting Operations (CLIN XX12AB)

12.4.1. The Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

12.4.2. The pier will be vetted prior to the ships arrival.

12.4.3. The Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

12.4.5. The Contractor may be required to provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

12.5. Floating Perimeter (CLIN XX12AC and XX12AD)

12.5.1. The Contractor shall provide a Floating Perimeter (FPM) to identify a restricted area in the water of approximately 330 feet (100 meters) distance around docked or anchored ships. The purpose of the FPM is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FPM is not designed to stop approaching unauthorized watercraft by fouling their propellers. Rather it is to help identify a safe standoff zone.

12.5.2. The size of the perimeter will depend on the class of ship. Pierside, the FPM should be positioned 330 feet (100 meters) fore and aft of the ship and 330 feet (100 meters) out into the water from the ship. If sufficient space is not available then the perimeter will be positioned as far as possible from the ship. At anchorage, the FPM will be positioned 330 feet (100 meters) outside the swing radius of the ship.

12.5.3. There are two types of FPMs:

12.5.3.1. Continuous Line FPM: (CLIN XX12AC)

12.5.3.1.1. The FPM must fully enclose ships at dockside or at anchorage. The perimeter will have an Entry Control Point (ECP) where the perimeter may be opened up when authorized watercraft require access to the ship. The Contractor will provide a boat and crew to open up and close the perimeter at the ECP.

12.5.3.1.2. Specifications:

12.5.3.1.2.1. Continuous line made of nylon rope or steel cable (minimum 20 mm) with at least one connectable ECP for access.

12.5.3.1.2.2. Floatation devices positioned every meter on the line. Sufficient to keep line afloat and visible on the surface of the water.

12.5.3.1.2.3. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing strobe lights (standing at least one meter high above the water) and positioned every 75 meters along the line.

12.5.3.1.2.4. Weights positioned at intervals along the line to anchor the line to the seabed and stablize the perimter. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the perimeter intact at all times regardless of sea conditions. Failure of the system to remain in place may result in deductions to the invoice.

12.5.3.2. **RESERVED** - Floating Buoy System (FBS) (CLIN XX12AD)

12.5.3.2.1. The Contractor shall provide a FBS per the specifications provide below:

12.5.3.2.1.1. The Contractor shall provide a Floating Buoy System (FBS) to identify a restricted area around ships. The purpose of the FBS is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 100 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible on both ship and shore based radar. The picket boats will patrol outside of this visual reference. The FBS shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) workboats to tend to the FBS at all times.

12.5.3.2.1.2 Provide the system with weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

12.6. Perimeter Fencing – (CLIN XX12AE)

12.6.1. The contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the Contractor will provide portable chain link fencing with vehicle and walk up entrances.

12.6.2. The perimeter fence provided by the Contractor must meet the following specifications:

Material:	Chain link of aluminium or other durable metallic material
Height:	Minimum height of 2.5 meters (7 feet)
Base:	Temporarily set in pier or with sufficient concrete base to keep from being easily moved
Entry Point:	Entry available for vehicles and personnel.

12.7. Physical Security Barriers – (CLIN XX12AF, XX12AG and XX12AH)

12.7.1. The contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

12.7.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft

shipping containers may also be used, as well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

12.7.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zig zag patterns to control the speed of access.

12.7.4. A personnel entry point must be established through the barriers.

12.7.5. Barriers may also be used to seal off secondary Port gates.

12.7.6. All barriers must be placed prior to a ships arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

12.8. Picket Boats (CLIN XX12AJ)

12.8.1. The Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

The Contractor shall comply with Attachment 4 for picket boat operations.

12.8.3. The Contractor shall provide a translator fluent in both English and Thai to translate for the driver of the picket boat at all times. The translator shall provide all communication between the ship personnel and the picket boat driver.

12.9. Portable Latrine (CLIN XX12AK)

12.9.1. The Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

12.9.2. The Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

12.9.3. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

12.9.4. The Contractor shall clean latrines twice daily.

12.10. Portable Lighting – (CLIN XX12AL)

12.10.1. The Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Ports installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship.

12.10.2. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

12.11. Security Guard Services – (CLIN XX12AM, XX12AN and XX12AP)

12.11.1. The Contractor shall provide security guards to patrol in picket boats/security boats and at pierside/liberty area to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

12.11.2. The Contractor shall comply with Attachment 5 for security guard operations.

12.11.3. All security guard (XX12AM, XX12AN and XX12AP) shall be armed.

12.12. Two Way Radios (CLIN XX12AQ): The Contractor shall provide two way radio sets capable of communicating with the ship, picket boat and to the shore patrol/liberty area with designated individuals.

12.13. X-Ray Machine Airport Type with Operators (CLIN XX12AR): This item will be provided free of charge by the Force Protection Detachment (FPD) from the U.S. Embassy, Thailand.

12.14. Walk-Thru Metal Detector (CLIN XX12AS): This item will be provided free of charge by the Force Protection Detachment (FPD) from the U.S. Embassy, Thailand.

12.15. Hand Held Wand Metal Detector (CLIN XX12AT): This item will be provided free of charge by the Force Protection Detachment (FPD) from the U.S. Embassy, Thailand.

13. FORKLIFT WITH OPERATOR (CLIN XX13) The Contractor shall provide forklifts with operators for loading and unloading operations. Sizes in the schedule indicate the maximum lifting capacity of the forklift.

14. RESERVED - FUEL (CLIN XX14)

14.1. Normally, fuel is provided by the HN or by other U.S. Government bunkering contracts. However, if those sources are not available then the HS contractor may be required assist in obtaining the fuel. In that case, the Husbanding Contractor must comply with this paragraph and must ensure the attached specifications are met by the fuel provider.

14.2. If a ship requires the Husbanding Contractor to provide fuel, the Husbanding Contractor shall contact the bunkering contractor or HN source. If the HN or bunkering contractor can provide the fuel within the time needed, the Husbanding Agent shall so inform the ship. However, if the HN or US Government bunkering contractor cannot deliver the fuel when required by the ship, the Contractor shall so inform the SUPPO or NRCC and request approval to proceed. Only after this is done may the Contractor arrange for fuel delivery.

14.3. The Contractor shall only charge fuel at the daily commercial fuel rate established by the port or local authorities. The Contractor shall provide documentation of the daily rate to the SUPPO. The fuel price charged shall be free on board (F.O.B.) the ship whether at pier side or at anchor. Compensation for all husbanding efforts or costs associated with assisting in the acquisition and delivery of fuel (for instance, dealing with customs authorities) are included in, and otherwise covered by, the daily fixed husbanding services rates set out in the Schedule of Supplies/Services of this contract.

14.4. The Contractor shall provide documentation to the ship fuel officer that the fuel meets the specifications in Attachment 6 – Fuel Specifications.

14.5. The Contractor shall provide a fuel barge or truck to transport fuel to the ship.

14.6. The Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

14.7. The Contractor shall load the ordered fuel and transport to the ship. The Contractor shall transfer the fuel from the fuel barge or truck to the ship. The Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

14.8. The Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

15. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX15)

15.1. The Contractor shall remove and dispose of garbage and trash from the ship.

15.2. The Contractor shall provide dedicated refuse bins to the ship.

15.3. If collection is done by sea, the Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship, and at least four (4) mooring lines to secure alongside the ship.

15.4. The Contractor shall collect all loose refuse placed adjacent to refuse bins.

15.5. The Contractor shall immediately clean up any spilled refuse.

15.6. The Contractor shall properly dispose of all collected refuse.

16. RESERVED - LINESBOATS – (CLIN XX16)

17. LINE HANDLERS (CLIN XX17)

17.1. The Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier.

17.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

18. MANLIFT (CLIN XX18)

18.1. The Contractor shall provide a manlift with a full fuel tank.

18.2. The contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 each morning.

18.3. The Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The Contractor shall maintain documentation of ship personnel acknowledgement of the training.

19. RESERVED - MATERIAL HANDLING (CLIN XX19)

20. RESERVED - MISCELLANEOUS (CLIN XX20)

21. OIL BOOMS (CLIN XX21)

21.1. The Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water.

21.2. Oil Booms provided shall have a floatation device at the top, a skirt below, a tension device and a ballast device at the bottom.

21.3. The Contractor shall dispose all oil waste caught in the Oil Boom.

22. OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX22)

22.1. The Contractor shall remove oily waste and aggregate water from the ship.

22.2. The Contractor shall pump oily waste and aggregate water from the ship to Contractor provided equipment.

22.3. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship duty engineer shall verify in writing the amount removed.

22.4. The contractor shall provide hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

22.5. When removal is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines to secure alongside the ship.

22.6. The Contractor shall properly dispose of all oily waste and aggregate water.

23. RESERVED - PAINT FLOAT (CLIN XX23)

24. PILOTS (CLIN XX24) - The Contractor shall provide pilots to navigate the ship to and from the berthing locations.

25. POTABLE WATER (CLIN XX25) - The Contractor shall deliver fresh, potable water to the intake hose of the requesting ship in accordance with Attachment 7.

26. RESERVED - PRATIQUE (CLIN XX26

27. RESERVED - REEFER CONTAINER (CLIN XX27)

28. SHORE POWER (CLIN XX28)

28.1. The Contractor shall provide shore power to the ship using:

28.1.1. Port provided permanent connection system.

28.1.2. Or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels.

28.2. The Contractor shall provide all cables and make all power connections between the generator and ship.

29. RESERVED - SHORE STEAM (CLIN XX29)

30. STEVEDORES (CLIN XX30) - The Contractor shall provide stevedores and supervisors for general labor.

31. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX31)

31.1. The Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

31.2. The Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

32. TRANSPORTATION VEHICLES (CLIN XX32)

32.1. The Contractor shall provide vehicle service with drivers for official government business.

32.2. The Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

32.3. The Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

32.4. The Contractor shall provide drivers who can speak and understand English clearly.

32.5. The Contractor shall provide only vehicles with air conditioning.

32.6. The Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

32.7. The Contractor shall return all items left in rental vehicles to the ship's SUPPO or to NRCC Singapore LSC if the ship has departed.

32.8. The Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

33. TUGS (CLIN XX33)

33.1. The Contractor shall provide tugs to bring ships to and from berthing locations.

33.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

33.3. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

34. WATER TAXIS (CLIN XX34)

34.1. The Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 8.

34.2. The Contractor shall return all items left in water taxis to the ship's SUPPO.

34.3. The Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times.

35. REPORTS (CLIN XX35)

35.1. CRAFT REPORT (XX35AA): The Contractor shall prepare and submit a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit C – CRAFT Report. The report shall be submitted to the NRCC Contracting Officer or designated representative within five working days of each ship’s departure.

35.2. QUARTERLY REPORT (XX35AB): The Contractor shall submit a QUARTERLY report to the Contracting Officer, summarizing ports visited, ships visiting, days in port, by item and sub-line item the amount in U.S. dollars, paid under each task order (T.O.) during each reporting period. A copy of each T.O. placed againt this contract during the reporting period will be included as an enclosure. The reports shall be presented in the CRAFT format of this contract.

36. OPERATIONS OTHER THAN WAR (OOTW) AND EXERCISE/ LOGISTIC SUPPORT FEES (LOT 3) (CLIN XX36)

36.1. Operations Other Than War (OOTW), sometimes referred to as "contingencies", are defined as emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. In addition to rescue and humanitarian relief missions, military contingencies can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property; training efforts and exercises in preparation for actual contingencies shall also be included.

36.2. An exercise is defined as a prearranged, preplanned evolution being conducted between the U. S. Government and a foreign nation for Humanitarian, training, or other purpose of a specified duration. The name of the event will generally, but may not always, include the word "exercise."

36.3. Logistic Support is defined as goods and services provided in a background framework to an operation or an exercise. Logistics Support can take place in the immediate vicinity of the operation/exercise or a great distance away.

36.4. An operation can be further defined as an unplanned, real world deployment of troops for an indefinite period of time. It can include Non-combatant Evacuation Operations (NEO's).

36.5. The Navy's Husbanding Contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a country wide network familiar with the different political and commercial infrastructures, as well as cultural and language nuances where the OOTW and/or Exercise/ Logistic Support is conducted to ensure timely fulfillment of the Navy's requirements. In addition to the above, the Contractor shall furnish personnel with the following qualifications:

36.5.1. ability to speak the local language in the country of the OOTW and/or Exercise/ Logistic Support
36.5.2. capacity to travel to the OOTW or forward logistic site within 24 hours of notification
36.5.3. current innoculation records
36.5.4. possess a valid up-to-date passport.

36.6. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. The POC or his representative is there to assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The contractor shall ensure that sufficient personnel are available at each support location to effectively perform all necessary tasks. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

36.7. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the Contractor's Husbanding fees and CLINS shall apply.

36.8 If an advance party arrives in a country for OOTW, the Contractor shall bill at the OOTW subsequent day rate. If the operation is on going, the Contractor shall bill the OOTW first day rate and then subsequent days. The Contractor may be required to support multiple operations at the same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the Contractor's services are ordered.

36.9. A sample of the potential list of OOTW and/or Exercise/ Logistic Support supplies and services is provided for contractor reference in Exhibit C. The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the Husbanding Contractor shall make every effort to locate at least three sources.

37. OOTW COST REPORT (CLIN XX37)

37.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for OOTW or each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The sample report format is provided in Exhibit D – CRAFT.

37.2. The report shall be submitted to FISC Detachment Singapore Contracting Officer or FISC Detachment Singapore within seven (7) working days of each ship's departure

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00010	09-Feb-2009	N6804706RCSC02	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-0001
	X	10B. DATED (SEE ITEM 13) 01-Mar-2006
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)
	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssnk01099560

1. The purpose of this modification is to exercise the Option Year III of the above numbered contract for husbanding services, Thailand for the period of performance 1 Mar 2009 through 28 February 2010.

2. As a result of this modification the estimated total contract value is increased from US$2,788,947.60 by US$962,499.20 to a new estimated total of US$2,887,497.60.

3. All Other Terms and Conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 09-Feb-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00011	23-Jun-2009	N6804706RCSC02	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-0001
	X	10B. DATED (SEE ITEM 13) 01-Mar-2006
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nysenp010920322
To modifiy the dates in the ordering period.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 24-Jun-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The order period end date has changed from 28-Feb-2009 to 28-Feb-2010.
The order period start date has changed from 01-Mar-2008 to 01-Mar-2006.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00012	29-Jun-2009	N6804706RCSC02	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-0001
	X	10B. DATED (SEE ITEM 13) 01-Mar-2006
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssnk010920694

1. Due to a typographical error, Option Year III should read as Exercise Option vice Option in PD2.
2. All other Terms and Conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 29-Jun-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $929,649.20 from $1,859,298.40 to $2,788,947.60.
The order period start date has changed from 01-Mar-2006 to 01-Mar-2009.

SUPPLIES OR SERVICES AND PRICES

CLIN 3001
The option status has changed from Option to Option Exercised.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00013	08-Feb-2010	N6804706RCSC02	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-0001
	X	10B. DATED (SEE ITEM 13) 01-Mar-2006
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)
	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssnk01109311

1. The purpose of this modification is to exercise the Option Year IV of the above numbered contract for husbanding services, Thailand for the period of performance 1 Mar 2010 through 28 February 2011.

2. As a result of this modification the estimated total contract value is increased from US$2,887,497.60 by US$962,499.20 to a new estimated total of US$3,849,996.80.

3. All other Terms and Conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 08-Feb-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00014	18-Feb-2010	N6804706RCSC02	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-0001
	X	10B. DATED (SEE ITEM 13) 01-Mar-2006
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

Modification Control Number: nyssnk011010251

1. Due to a typographical error, the estimated total contract amount should read as US$4,746,796.00 vice US$3,849,996.80.
2. All other terms and conditions remained unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6), (b)(7)(C) ONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY (b)(6), (b)(7)(C) (Signature of Contracting Officer)	17-Feb-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $1,957,848.40 from $2,788,947.60 to $4,746,796.00.

SUPPLIES OR SERVICES AND PRICES

CLIN 1001
The option status has changed from Option to Option Exercised.

CLIN 2001
The pricing detail quantity has increased by 32,850.00 from 929,649.20 to 962,499.20.
The total cost of this line item has increased by $32,850.00 from $929,649.20 to $962,499.20.

CLIN 3001
The pricing detail quantity has increased by 32,850.00 from 929,649.20 to 962,499.20.
The total cost of this line item has increased by $32,850.00 from $929,649.20 to $962,499.20.

CLIN 4001
The pricing detail quantity has increased by 32,850.00 from 929,649.20 to 962,499.20.
The option status has changed from Option to Option Exercised.
The total cost of this line item has increased by $32,850.00 from $929,649.20 to $962,499.20.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 27

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00015	20-Apr-2010	N6804706RCSC02	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-0001
	X	10B. DATED (SEE ITEM 13) 01-Mar-2006
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
MUTUAL AGREEMENT

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssnk011012189

1. The purpose of this modification is to incorporate additional CLINS under Lot 1, Pattaya/Sattahip (Chuk Samet/Mahidol/Tung Prong/Laem Chabang and Lot 2, Phuket.
2. The CLIN description for CHT Services under Lot 1, CLIN 4106, AA, AB, AC and Lot 2, CLIN 4206, AA, AB and AC has been revised.
3. Section III, Overview, paragraph 19.5 - Demurrage, has been incorporated.
4. Section Statement of Work, paragraph 10 - Fenders, has been revised.
5. The changes are highligted in yellow.
6. The effective date of the additional CLINS is 23 Apr 2010.
7. As a result of the additional CLINS, the estimated contract amount is increased by $2,439,800.00 from $4,746,796.00 to a new estimated contract amount of $7,186,596.00.
8. All other Terms and Conditions remained unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY (b)(6), (b)(7)(C) (Signature of Contracting Officer)	22-Apr-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been deleted:

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $2,439,800.00 from $4,746,796.00 to $7,186,596.00 (EST).

SUPPLIES OR SERVICES AND PRICES

CLIN 4001

The pricing detail quantity has increased by 2,439,800.00 from 962,499.20 to 3,402,299.20.
The cost constraint EST has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The MDAP/MAIS Code 000 has been added.
The total cost of this line item has increased by $2,439,800.00 from $962,499.20 to $3,402,299.20 (EST).

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to CLIN 4001:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
01-MAR-2010	3,402,299.20	N/A FOB: Destination	

INSPECTION AND ACCEPTANCE

The Acceptance/Inspection Schedule for CLIN 4001 has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	N/A	Government

The following have been added by full text:

ATTACHMENT 11
FLOATING LINE OF DEMARCATION SPECIFICATIONS (CLIN XX12)

The following are Floating Line of Demarcation (FLD) Specifications used for this contract:

1. The Contractor shall provide a FLD to identify a restricted area in the water of approximately 330 feet (100 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. The FLD is to help identify a safe standoff zone.

2. The size of the FLD will depend on the class of ship. Pier side, the FLD should be positioned 330 feet (100 meters) fore and aft of the ship and 330 feet (100 meters) out into the water from the ship. If sufficient space is not available then the FLD will be positioned as far as possible from the ship. At anchorage, the FLD will be positioned 330 feet (100 meters) outside the swing radius of the ship.

3. There are two types of FLDs that are currently authorized.

    3.1. Continuous Line FLD - If allowed by the Port, the Contractor shall provide a Continuous Line FLD per the specifications listed below.

        3.1.1. The FLD must fully enclose ships at dockside or at anchorage. The FLD will have an Entry Control Point (ECP) where the FLD may be opened up when authorized watercraft require access to the ship. The Contractor will provide a boat and crew to open up and close the FLD at the ECP.

        3.1.2. Specifications:

            3.1.2.1. Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable ECP for access.Floatation devices positioned every meter on the line.

            3.1.2.2. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing strobe lights (standing at least one meter high above the water) and positioned every 75 meters along the line.

            3.1.2.3. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the FLD. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD intact at all times regardless of sea conditions. Failure of the system to remain in place may result in deductions to the invoice.

    3.2. Buoy System FLD - This is an acceptable alternative to the Continous Line FLD requirement. Some Ports may require the buoys to be temporarily moved and replaced if a commercial ship requires the water space.

        3.2.1. The Contractor shall provide a Buoy System FLD per the specifications provided below.

3.2.2. The Contractor shall provide a Buoy System FLD to identify a restricted area around ships. The purpose of the Bouy System FLD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 100 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible on both ship and shore based radar. The Picket Boats will patrol outside of this visual reference. The Buoy System FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) workboats to tend to the Buoy System FLD at all times.

3.2.3. Provide the system with weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

The following have been modified:

LIST OF ATTACHMENTS

LIST OF ATTACHMENTS AND EXHIBITS

Applicable documents, exhibits, and attachments for this contract are:

ATTACHMENT NO.	DOCUMENT	NO. OF PAGES
1.	Refuse Definitions	1
2.	Classification of Ships	3
3.	Procedures for obtaining U.S. Passport	1
4.	Picket Boat Operations & Specifications	2
5.	Armed Security Guard Operations	3
6.	Fuel Specifications	4
7.	Potable Water Specifications	6
8.	Water Taxi Specifications	5
9.	Quality Assurance Provisions	8
10.	Sample Letter requesting sanitary inspection	1
11.	Floating Line of Demarcation Specifications	2

EXHIBIT	DOCUMENT	NO. OF PAGES
A	Schedule of Supplies and Services	30
B	Port Tariff	2
C	CRAFT Report	6

OVERVIEW SECTION III

OVERVIEW OF CONTRACT

1. OBJECTIVE - The objective of this contract is to husband U.S. Navy ships visiting Pattaya/Sattahip (Chuk Samet/Mahidol/Tung Prong/Leam Chabang) and Phuket in Thailand.

2. SCOPE

2.1. This contract is for Husbanding Services (HS). It is to provide services and supplies requested by the ships while in port.

2.2. The contract may be subdivided into Lots. Lots may be for individual Ports or they may include several Ports under one Lot. For this contract there are two Lots. Lot 1 is for the ports in Pattaya/Sattahip (Chuk Samet/Mahidol/Tung Prong/Leam Chabang) and Lot 2 is for the port in Phuket, Thailand.

2.3. The individual HS items provided under this contract are listed in Exhibit A, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).

2.4. There is also a requirement to assist the ship in obtaining unforeseen additional items relating to Husbanding of the ship in port.

2.5. The holder of this contract is a US Navy contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price Requirements contract. The Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services.

4. DURATION OF CONTRACT - This contract is for one base year and four option periods of one year each. The base year starts on 01 March 2006 and ends on 28 Feb 2007. The Option Year dates are listed in The Schedule. Additionally, the government may extend the contract for up to six months duration. Thus the total contract could be for a maximum 66 months.

5. CONTRACT USERS

5.1. Mandatory Users - U.S. Navy ships visiting locations covered under this contract are required to use this contract if HSs are requested (with the exceptions noted below). Ship classifications are listed in Attachment 3.

5.2. Optional Users - The following types of U.S.ships are not required to use this contract but may use it if desired. The Contractor is obligated to provide the service or supply at the same rates listed in The Schedule:

- Military Sealift Command Ships (USNS)
- U.S. Coast Guard (USCG) Ships
- U.S. Army Ships
- DoD Chartered Ships
- U.S. Government personnel conducting business in locations under this contract.

5.3. Exceptions: The Government has the choice to use or not use this contract under the following types of situations:

- During U.S. Military Exercises or Operations.
- When Host Nation provided support is available.

- When U.S. Government owned supplies or services are available.
- When ship repair work is being done in conjunction with the Port Visit.

6. MULTIPLE SHIP VISITS - The contractor is required to be able to simultaneously Husband a maximum of ten (10) ships at one time.

7. ESTIMATED QUANTITIES - The number of ship visits and required services or supplies are only estimates. There is no guarantee that the government will meet or exceed the estimates. The ship is not obligated to use all items in The Schedule.

8. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities, or finally provide it themselves to include subcontractors. The Schedule lists what items are available through HN and Port Authorities.

9. RESERVED.

10. LONG TERM SHIP VISITS – For any ship which is in port in excess of ten (10) consecutive calender days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be $1,300 ($300+$900+$100) for the 15 day port visit. During the period of reduction, the Contractor is relieved of all husbanding requirements specified by the Contracting Officier, Ordering Officer and/or AGR as unncessary; and shall continue to provide only those services specifically authorized by the Contracting/Ordering Officer via verbal and/or written modification of the delivery order (CHT, trash removal, potable water etc).

11. RESERVED - SHIPYARDS

12. OTHER PERSONNEL – Other U.S. personnel conducting business at locations covered by this contract may order off of the contract without incurring Management Fees. These orders do not involve continuous management of husbanding services and are for items such as vehicles and phones.

13. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English.

14. STANDARDS FOR PROFESSIONAL SERVICES

14.1. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

14.2. The Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

14.3. The Contractor is responsible for ensuring that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

14.4. The Contractor will ensure that subcontractors comply with these requirements.

14.5. The Contractor is reminded that it must comply with all applicable laws and regulations pertaining to Ethics and Standards of Conduct. The Contractor shall refrain from providing gratuities, upgrades, entertainment, food, parties and any other prohibited items.

15. HEIGHTENED VIGILANCE - The contractor has an obligation to be alert at all times in order to contribute to the protection of the ship and its crew. The contractor shall immediately report to the ship's command

duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The contractor also has an obligation to report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

16. COOPERATION - The Contractor will fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged to protect U.S. Navy Ships, Units and Personnel. Upon request the Contractor will identify to Navy Force Protection Personnel and NCIS representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The Contractor will arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

17. EQUIPMENT - All vehicles, watercraft, and equipment provided under this contract must be in sound mechanical condition, be in compliance with local laws, meet all local safety standards, and have all required current certifications and insurance.

18. RESERVED - GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM)

19. CONTRACT PRICING

19.1. Contract Currency – All contract prices are in United States Dollars (US$).

19.2. Fixed Price - Prices are firm-fixed-price per unit and are inclusive of all costs.

19.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

19.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

19.2.3. Pre-Positioning / Pre-Staging. All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

19.2.4. Repositioning equipment. All repositioning of equipment when required shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

19.2.5. Local Government taxes and Value Added Taxes (VAT) are included in the unit cost when applicable.

19.3. Port Tariff (PT) or other controlled prices - (See Exhibit B - Port Tariffs) Items listed as PT where a port or local government type organization controls the price will be paid at the current published rates. For example, if a port provides the Tug boat then the Contractor can only charge the U.S. Government what was charged for the Tug by the port.

19.4. Time Calculations. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and/or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged.

19.5. Demurrage. Demurrage charges shall only be charged if the Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a water barge at 1300 hrs, the barge arrives at 1300 hrs to start pumping, but was not attended to until 1500 hrs when pumping begins. The contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs). Demurrage charges will be charged as stated in the schedule of supplies and services. This only applies to CLINS that have demurrage charges as sub-CLINs.

20. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

DY Day
EA Each
FPD Force Protection Detachment (U.S. Embassy, Thailand)
GL Gallon (3.785 Liters)
HR Hour
JB Job
LO Lot
NSP Not Separately Priced
PT Port Tariff
TP Trip

21. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any supply or service.

- CAMELS: See Fenders

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the year of the contract. The base year is zero (0), the first Option Year is one (1), and the second Option Year is two (2). (For example a base year would be 0XXX, and the first Option Year is 1XXX, and the second Option Year is 2XXX.) The second digit indicates the Lot number. (For example Lot 1 would be X1XX, Lot II would be X2XX) If there are no Lots in the contract then the second digit will be zero. (For example X0XX) The third and fourth digits are the service or supply item number. (For example XX01 is the first item, XX02 is the second item, and so forth.) If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX12 for Force Protection could be divided into XX12AA for Beach Guard Office and XX12AB Dive and Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: A calendar day.

- DELIVERY ORDER (D.O.): A delivery order is an order for supplies placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge. Car and/or truck tires are not to be used as Fenders or Camels.

- FORCE PROTECTION (FP). Security measures to protect a ship and their crew from dangerous situations such as terrorist actions. FP includes taking as many steps as possible to deter an attack. The HS contractor is responsible for contract FP items.

- GARBAGE: See Attachment 1 – Refuse Definitions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL: Items fully transferred to the Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Government tax (Value Added Tax) is a levy on goods and services made in the local country. The tax rate will vary from with the location. U.S. Navy is usually exempt from Government Taxes.

- HOST NATION: The country which is being visited by the U.S. ship.

- HUSBAND: To provide all supplies and services requested by a ship during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other contractors work with the ship, assisting with Non-Contract item requests, and generally taking care of all the needs of the ship and personnel on board. It should utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION:

§ Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

§ Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPARATELY PRICED (NSP): Item that is not separately priced. Cost of the item should be factored into the Management Fee.

- POINT OF CONTACT (POC): A designated individual who is responsible for an item and is a single interface. The individual must be knowledgeable of the item and be able to answer questions and make decisions or obtain a decision when required.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples are pilot services, tugs, security guards, and potable water. The Contractor has no control over the price and the ship will pay the prevailing rate at the time of service.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- RESERVED: An item not used in this contract.

- RUBBISH: See Attachment 1 – Refuse Definitions.

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and is authorized to sign contracts and place orders.

- TASK ORDER (T.O.): A task order is an order for services placed againt an established contract or with Government sources.

- TRASH: See Attachment 1 – Refuse Definitions.

22. CONTRACTOR REPRESENTATIVE – The Government shall contact the following Contractor person(s) for prompt contract management:

Name of Individual: Leonard G. Francis

Title of Individual: Managing Director

Mailing Address: Glenn Defense Marine (Asia) Pte Ltd
Glenn Building, 404 Telok Blangah Road
Singapore 098840

Tel No. (Work) (65) 62727937

Fax No. (Work) (65) 62729481

Mobile: (65) 97983155/97983163

E-mail address: leonard@glennmarinegroup.com

STATEMENT OF WORK

TASKS: The Contractor shall perform the following tasks when ordered by an AGR.

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 2 – Classifications of Navy Ships)

1.1. PRE-ARRIVAL HUSBANDING DUTIES

1.1.1. The Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The Contractor shall order requested services and supplies.

1.1.3. The contractor shall furnish to each ship and FISC Detachment Singapore Contracting Officer a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether prepriced in the contract or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship's arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs.

1.1.4. These estimates shall be provided for all US Navy, Military Sea-lift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the Husbanding Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché' at the U. S. Defense Attaché Office.

1.1.6. The Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

1.1.7. The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements. For example, the HS Contractor would coordinate Provisioning contractors delivery dates, times, forklifts, cranes, stevedores, inspections, or any other item needed for them to perform their work at the berth.

1.1.8. The Contractor shall assist the ship's Advance Party to include planning and coordination meetings.

1.2. POST-ARRIVAL HUSBANDING DUTIES

1.2.1. The Contractor shall Husband the ship when at the berthing location.

1.2.2. The Contractor shall install all equipment upon ship arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The Contractor shall brief the designated ship representative about Contractor provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. Also, the contractor will provide their POC information with 24 hour contact phone numbers.

1.2.5. The Contractor shall provide a copy of Overview, The Schedule and SOW to the SUPPO.

1.2.6. Money Exchange Services:

1.2.6.1. Moneychangers: The Contractor shall arrange for authorized moneychangers to exchange ship personnel U.S. dollars with local currency. The moneychangers may include a nominal commission of no more than plus or minus 1.5% difference from the Official Rate below.

1.2.6.2. The Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. This Official Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.7. Laundry Services:

1.2.7.1. The contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure.

1.2.7.2. The Contractor shall assist in resolving vendor billing discrepancies.

1.2.8. Interpreter Services: The Contractor shall provide interpreter services using personnel fluent in both the local language and English.

1.2.9. Mail Delivery Services: The Contractor shall provide mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

1.2.10. Moral Welfare and Recreation (MWR) Services: The U.S. Navy has an information, tickets and tours (ITT) contractor specifically for the purpose of providing visiting military personnel with opportunities to book hotel rooms, tour packages and distributing information about local places of interest. Any action on the part of the Husbanding Contractor to offer information or to sell or book recreational, off-duty activities or hotel rooms would be considered interference with the ITT contractor's functions and is prohibited under this contract. Neither the contractor nor any of its subcontractors at any tier shall advertise or offer such opportunities to the crew members of the vessel serviced by the Contractor. Questions and requests for such information and opportunities shall be referred to the ITT contractor.

1.2.11. The Contractor shall coordinate with other US Government contractors in performing their required services. Example would be coordinating provisioning contractor delivery times, dates, and equipment needed.

1.2.12. The Contractor shall assist ship personnel with immigration and customs requirements into their country. This includes providing Visa and Customs application forms. The Contractor shall contact the ship prior to arrival to ascertain how many personnel will require assistance.

1.2.13. The Contractor shall facilitate the ship's timely departure.

1.2.13.1. The Contractor shall provide a cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.13.2. The Contractor must obtain a written receipt from an authorized ship personnel accepting all services or supplies provided.

1.2.13.3. The Contractor shall remove all provided equipment.

1.2.13.4 Pre-Sailing Visit: The Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the Contractor shall present an invoice for

services provided under this contract which can be certified for receipt and finalized for payment. The Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor's best estimate and an adjustment will be made later.

1.2.13.5 The Contractor shall also provide any invoices for port tariff items which have been completed for certification by the ship's Supply Officer.

1.2.13.6 Copies of all invoices presented to the ship shall be provided to FISC Det Singapore Contracting Officer within 5 working days from the departure of the visiting vessel.

1.2.13.7 The Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for this information shall be the Command Duty Officer, Supply Officer, or his designated representative.

1.3. ARRANGING SUPPLIES AND SERVICES

1.3.1. When requirements exist for items not priced in the Schedule of Supplies and Services, the Contractor shall assist the Supply Officer of the vessel in obtaining information from, and delivering information to, reliable sources for these items by identifying responsible sources, performing market surveys, providing pricing information from at least three sources whenever feasible, and delivering Government orders. In obtaining or delivering this information, the Contractor shall inform the potential sources that it is solely obtaining and delivering information for the U.S. Navy, and is not entering into any contractual commitment. The information obtained shall be submitted to the ship's Supply Officer and courtesy copy to FISC Det Singapore Contracting Office who shall issue appropriate contractual documents. The Contractor shall deliver to the vendor the Supply Officer's or Contracting Officer's order to purchase the supplies or services. This order shall be in writing (facsimile and electronic transmission included) and signed by the Supply Officer or Contracting Officer specifying the price, item(s), quantity, and delivery requirements of the order. The Contractor shall facilitate receipt of the items by the ship. The Contractor is not required to arrange unofficial requirements or personal requests from individual crewmembers. In certain cases (i.e. Fuel, FFV, Bread and Eggs) the contractor shall use the SOWs furnished herein when arranging supplies and services.

1.3.2. In the event the above process cannot be followed by the Supply Officer, the Contractor is still responsible for promoting competition to the maximum extent practicable to obtain supplies and services from the source whose offer is the most advantageous to the Government. In addition, if the supply or service required is greater than $3,000, the Contractor shall provide information on the results of competition conducted by providing: name of the sources contacted, amount of each offer received (indicating the items ordered, quantity, unit price and total price) and rational for decision. This information must be provided to FISC Det Singapore Contracting Officer during the ship visit or no later than 7 days after the ship's departure from the visited port. The Contractor's responsibility to promote competition as indicated in this paragraph will be evaluated based on the criteria established in Section III, Overview, paragraph 14, Standards for Professional Services; sub-paragraph 14.1.

1.4 GENERAL ASSISTANCE

1.4.1 The Contractor shall coordinate, assist with supplies and provide logistical support for Community Relations (COMREL) Projects as identified by the United States Defense Attache Office (USDAO) Bangkok. All information related to the COMREL Project will be forwarded to the contractor directly from the USDAO by fax or email. (All questions regarding COMREL projects will be entertained by the USDAO). Responses related to inquiries for COMREL projects, official visits and courtesy calls will be answered by separate correspondence by the USDAO.

1.4.2 As required, the contractor shall provide "Military Personnel Assistance". This support requires the contractor to transport, escort and assist military or civilian personnel in obtaining a (2" X 2" Matte finish) Passport picture, American passport and Air Ticket before existing Thailand. The individual supporting this function must speak and read English to access the JUSMAGTHAI compound "Joint Administration Office" and American

Embassy in Bangkok. Assistance will be required to meet personnel at the airport if coming from Phuket or to transport personnel from Pattaya if ship is in port there. The charges for ground transportation shall be consistent with the hourly rates in the contract. Procedures are provided, see Attachment 3. The service member will be responsible for his/her own food and lodging expenses.

1.5. FRESH FRUITS AND VEGETABLES (FF&V), BREAD, EGGS, AND OTHER SUBSISTENCE ITEMS

1.5.1. When requested by the ship, the husbanding contractor shall assist in arranging for the timely provision of FFV, Bread and Eggs and other subsistence items. FFV shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using nightsoil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. Bread and Eggs must be from approved sources and must be in accordance with Quality Assurance Provisions in Attachment 9. The husbanding services contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars (Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Any delivery charges shall already been part of the price and should not be shown separately.

1.5.2. In all cases where the total cost of FFV and subsistence items received by a ship exceeds $10,000.00 for a port visit, the contractor, in addition to the CRAFT reports, shall submit a report via e-mail to FISC Det Singapore Contracting Officer within ten (10) days after the visit. The report shall provide a breakdown of the FFV and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the contractor shall provide copies of all quotes obtained.

1.5.3. The husbanding contractor is responsible for ensuring that the sources recommended to the ship's SUPPO for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Corps. A listing of approved sources is available via the U.S. Army Veterinary Command (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection is provided per Attachment 10. The U.S. Army Veterinary Command requires 90 days advance notice to arrange for inspection of new facilities.

1.5.4. Husbanding contractors shall consider this requirement for inspection of sources when recommending or selecting suppliers of subsistence items. Under no circumstances should the contractor recommend or offer for acceptance subsistence items from non-approved sources.

1.5.5. The Contractor shall comply with the Quality Assurance Provisions as per Attachment 9.

2. RESERVED - Not to be used.

3. BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self fendering to prevent damage to the ship and have a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The Contractor shall place fenders between the breasting barge and the ship.

3.3. The Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. BROW (CLIN XX04)

The Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not to damage the surface of the pier.

4.2 Due to the dramatic height difference between the submarine deck and pier, the contractor provided submarine brow must afford personnel a smooth and safe transit when entering or exiting the submarine deck. Also, the submarine brow must be capable of supporting shore power cables without damaging the cable.

5. RESERVED - CAMELS (CLIN XX05)

6. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX06)

6.1. The Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

6.2. The Contractor shall pump sewage from the ship to Contractor provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

6.3. The Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

6.4. The contractor shall provide CHT hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

6.5. When collection of CHT is done via barge, the Contractor shall provide a barge with suitable self fendering to prevent damage to vessel and with a minimum of four (4) mooring lines to secure alongside the ship.

6.6. The Contractor shall properly dispose of all sewage in accordance with OVERVIEW OF CONTRACT Section, Paragraph 14, Standards for Professional Services.

6.7. The Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements.

6.8. The Contractor shall not charge more than what the Thai Government charges per gallon.

7. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX07)

7.1. The Contractor shall arrange for landlines to be installed aboard the ship.

7.2. The Contractor shall provide fully charged, mobile hand phones with charges capable of using dual voltage.

7.3. The Contractor shall provide activation, auto-roaming, long distance accounts, and airtime for land and hand phones.

The Contractor shall arrange for landlines to be installed for Beach Guard. The installation charges shall be inclusive of all costs for installatoin and deactivation of landlines and for unlimited usage for local calls.

8. CRANE (CLIN XX08) - The Contractor shall provide cranes with operators, required assistant personnel, and support equipment such as slings, lifting bars, and nets. When ordered, the Contractor is required to provide mobile crane services (shore crane and floating crane) with operator. The Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

9. DOCKAGE AND WHARFAGE FEE – (CLIN XX09) – The Contractor shall provide pier and wharf usage.

10. FENDERS (CLIN XX10) - The Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines. Any additional fenders that may be required to provide additional protection during other than calm seas are separately priced.

11. FLEET LANDING (CLIN XX11) - The Contractor shall provide a Fleet Landing site at designated piers. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct FP operations.

12. FORCE PROTECTION (CLIN XX12)

12.1. General: (CLINs XX01 & XX02) : The Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The contractor must coordinate all aspects of FP planning and services with U.S.Navy FP officials, NCIS, Port Authorities, HN agencies, and U.S. Embassy security staff. If the HN is supplying FP assets the contractor must verify they are available and are scheduled to show up on time. The Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

12.1.1. Access Points: The Contractor shall establish a single entry and exit point to the pier area.

12.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

12.1.3. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

12.1.3.1. Background Checks. The Contractor shall run security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees who fail this background investigation.

12.1.3.2. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

12.1.3.3. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

12.1.4. Access Lists: The contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

12.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

12.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

12.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

12.1.5. Inspections. The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

12.1.6. Stand-Off Distances:

12.1.6.1. Objects: The Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.1.6.2. Unloading Zones: The Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship or to the maximum extent practicable.

12.1.7. Warning Signs: The Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

12.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. A clear warning must be given that the use of deadly force may be authorized by the local security guards or police force.

12.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state “Restricted Area & Do Not Enter”
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

12.2. Non-Contract FP Measures: The contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the NRCC Singapore KO. The Contractor must explain what the FP service will entail and why it is being required. The KO will coordinate this requirement with appropriate FP personnel at NRCC and COMLOGWESTPAC. Once a decision is made then the contractor will be either authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

12.3. Beach Guard Office or Tent – (CLIN XX12AA)

12.3.1. The Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ships personnel while performing security checks on personnel, baggage, and vehicles.

12.3.2. The office or tent will be large enough to accommodate a minimum of 5 people. Tents will have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions. The office or tent shall be well lighted and identified for its intended use. The contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 lb, CO2 fire extinguisher will be provided and kept fully charged.

12.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

12.4. Dive and Vetting Operations (CLIN XX12AB)

12.4.1. The Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

12.4.2. The pier will be vetted prior to the ships arrival.

12.4.3. The Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

12.4.5. The Contractor may be required to provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

12.5. Floating Perimeter (CLIN XX12AC and XX12AD)

12.5.1. The Contractor shall provide a Floating Perimeter (FPM) to identify a restricted area in the water of approximately 330 feet (100 meters) distance around docked or anchored ships. The purpose of the FPM is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FPM is not designed to stop approaching unauthorized watercraft by fouling their propellers. Rather it is to help identify a safe standoff zone.

12.5.2. The size of the perimeter will depend on the class of ship. Pierside, the FPM should be positioned 330 feet (100 meters) fore and aft of the ship and 330 feet (100 meters) out into the water from the ship. If sufficient space is not available then the perimeter will be positioned as far as possible from the ship. At anchorage, the FPM will be positioned 330 feet (100 meters) outside the swing radius of the ship.

12.5.3. There are two types of FPMs:

12.5.3.1. Continuous Line FPM: (CLIN XX12AC)

12.5.3.1.1. The FPM must fully enclose ships at dockside or at anchorage. The perimeter will have an Entry Control Point (ECP) where the perimeter may be opened up when authorized watercraft require access to the ship. The Contractor will provide a boat and crew to open up and close the perimeter at the ECP.

12.5.3.1.2. Specifications:

12.5.3.1.2.1. Continuous line made of nylon rope or steel cable (minimum 20 mm) with at least one connectable ECP for access.

12.5.3.1.2.2. Floatation devices positioned every meter on the line. Sufficient to keep line afloat and visible on the surface of the water.

12.5.3.1.2.3. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing strobe lights (standing at least one meter high above the water) and positioned every 75 meters along the line.

12.5.3.1.2.4. Weights positioned at intervals along the line to anchor the line to the seabed and stablize the perimter. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the perimeter intact at all times regardless of sea conditions. Failure of the system to remain in place may result in deductions to the invoice.

12.5.3.2. **RESERVED** - Floating Buoy System (FBS) (CLIN XX12AD)

12.5.3.2.1. The Contractor shall provide a FBS per the specifications provide below:

12.5.3.2.1.1. The Contractor shall provide a Floating Buoy System (FBS) to identify a restricted area around ships. The purpose of the FBS is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 100 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible on both ship and shore based radar. The picket boats will patrol outside of this visual reference. The FBS shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) workboats to tend to the FBS at all times.

12.5.3.2.1.2 Provide the system with weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

12.6. Perimeter Fencing – (CLIN XX12AE)

12.6.1. The contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the Contractor will provide portable chain link fencing with vehicle and walk up entrances.

12.6.2. The perimeter fence provided by the Contractor must meet the following specifications:

Material:	Chain link of aluminium or other durable metallic material
Height:	Minimum height of 2.5 meters (7 feet)
Base:	Temporarily set in pier or with sufficient concrete base to keep from being easily moved
Entry Point:	Entry available for vehicles and personnel.

12.7. Physical Security Barriers – (CLIN XX12AF, XX12AG and XX12AH)

12.7.1. The contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

12.7.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used, as well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

12.7.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zig zag patterns to control the speed of access.

12.7.4. A personnel entry point must be established through the barriers.

12.7.5. Barriers may also be used to seal off secondary Port gates.

12.7.6. All barriers must be placed prior to a ships arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

12.8. Picket Boats (CLIN XX12AJ)

12.8.1. The Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

The Contractor shall comply with Attachment 4 for picket boat operations.

12.8.3. The Contractor shall provide a translator fluent in both English and Thai to translate for the driver of the picket boat at all times. The translator shall provide all communication between the ship personnel and the picket boat driver.

12.9. Portable Latrine (CLIN XX12AK)

12.9.1. The Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

12.9.2. The Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

12.9.3. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

12.9.4. The Contractor shall clean latrines twice daily.

12.10. Portable Lighting – (CLIN XX12AL)

12.10.1. The Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Ports installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship.

12.10.2. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

12.11. Security Guard Services – (CLIN XX12AM, XX12AN and XX12AP)

12.11.1. The Contractor shall provide security guards to patrol in picket boats/security boats and at pierside/liberty area to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

12.11.2. The Contractor shall comply with Attachment 5 for security guard operations.

12.11.3. All security guard (XX12AM, XX12AN and XX12AP) shall be armed.

12.12. Two Way Radios (CLIN XX12AQ): The Contractor shall provide two way radio sets capable of communicating with the ship, picket boat and to the shore patrol/liberty area with designated individuals.

12.13. X-Ray Machine Airport Type with Operators (CLIN XX12AR): This item will be provided free of charge by the Force Protection Detachment (FPD) from the U.S. Embassy, Thailand.

12.14. Walk-Thru Metal Detector (CLIN XX12AS): This item will be provided free of charge by the Force Protection Detachment (FPD) from the U.S. Embassy, Thailand.

12.15. Hand Held Wand Metal Detector (CLIN XX12AT): This item will be provided free of charge by the Force Protection Detachment (FPD) from the U.S. Embassy, Thailand.

13. FORKLIFT WITH OPERATOR (CLIN XX13) The Contractor shall provide forklifts with operators for loading and unloading operations. Sizes in the schedule indicate the maximum lifting capacity of the forklift.

14. RESERVED - FUEL (CLIN XX14)

14.1. Normally, fuel is provided by the HN or by other U.S. Government bunkering contracts. However, if those sources are not available then the HS contractor may be required assist in obtaining the fuel. In that case, the Husbanding Contractor must comply with this paragraph and must ensure the attached specifications are met by the fuel provider.

14.2. If a ship requires the Husbanding Contractor to provide fuel, the Husbanding Contractor shall contact the bunkering contractor or HN source. If the HN or bunkering contractor can provide the fuel within the time needed, the Husbanding Agent shall so inform the ship. However, if the HN or US Government bunkering contractor cannot deliver the fuel when required by the ship, the Contractor shall so inform the SUPPO or NRCC and request approval to proceed. Only after this is done may the Contractor arrange for fuel delivery.

14.3. The Contractor shall only charge fuel at the daily commercial fuel rate established by the port or local authorities. The Contractor shall provide documentation of the daily rate to the SUPPO. The fuel price charged shall be free on board (F.O.B.) the ship whether at pier side or at anchor. Compensation for all husbanding efforts or costs associated with assisting in the acquisition and delivery of fuel (for instance, dealing with customs authorities) are included in, and otherwise covered by, the daily fixed husbanding services rates set out in the Schedule of Supplies/Services of this contract.

14.4. The Contractor shall provide documentation to the ship fuel officer that the fuel meets the specifications in Attachment 6 – Fuel Specifications.

14.5. The Contractor shall provide a fuel barge or truck to transport fuel to the ship.

14.6. The Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

14.7. The Contractor shall load the ordered fuel and transport to the ship. The Contractor shall transfer the fuel from the fuel barge or truck to the ship. The Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

14.8. The Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

15. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX15)

15.1. The Contractor shall remove and dispose of garbage and trash from the ship.

15.2. The Contractor shall provide dedicated refuse bins to the ship.

15.3. If collection is done by sea, the Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship, and at least four (4) mooring lines to secure alongside the ship.

15.4. The Contractor shall collect all loose refuse placed adjacent to refuse bins.

15.5. The Contractor shall immediately clean up any spilled refuse.

15.6. The Contractor shall properly dispose of all collected refuse.

16. RESERVED - LINESBOATS – (CLIN XX16)

17. LINE HANDLERS (CLIN XX17)

17.1. The Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier.

17.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

18. MANLIFT (CLIN XX18)

18.1. The Contractor shall provide a manlift with a full fuel tank.

18.2. The contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 each morning.

18.3. The Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The Contractor shall maintain documentation of ship personnel acknowledgement of the training.

19. RESERVED - MATERIAL HANDLING (CLIN XX19)

20. RESERVED - MISCELLANEOUS (CLIN XX20)

21. OIL BOOMS (CLIN XX21)

21.1. The Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water.

21.2. Oil Booms provided shall have a floatation device at the top, a skirt below, a tension device and a ballast device at the bottom.

21.3. The Contractor shall dispose all oil waste caught in the Oil Boom.

22. OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX22)

22.1. The Contractor shall remove oily waste and aggregate water from the ship.

22.2. The Contractor shall pump oily waste and aggregate water from the ship to Contractor provided equipment.

22.3. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship duty engineer shall verify in writing the amount removed.

22.4. The contractor shall provide hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

22.5. When removal is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines to secure alongside the ship.

22.6. The Contractor shall properly dispose of all oily waste and aggregate water.

23. RESERVED - PAINT FLOAT (CLIN XX23)

24. PILOTS (CLIN XX24) - The Contractor shall provide pilots to navigate the ship to and from the berthing locations.

25. POTABLE WATER (CLIN XX25) - The Contractor shall deliver fresh, potable water to the intake hose of the requesting ship in accordance with Attachment 7.

26. RESERVED - PRATIQUE (CLIN XX26

27. RESERVED - REEFER CONTAINER (CLIN XX27)

28. SHORE POWER (CLIN XX28)

28.1. The Contractor shall provide shore power to the ship using:

28.1.1. Port provided permanent connection system.

28.1.2. Or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels.

28.2. The Contractor shall provide all cables and make all power connections between the generator and ship.

29. RESERVED - SHORE STEAM (CLIN XX29)

30. STEVEDORES (CLIN XX30) - The Contractor shall provide stevedores and supervisors for general labor.

31. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX31)

31.1. The Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

31.2. The Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

32. TRANSPORTATION VEHICLES (CLIN XX32)

32.1. The Contractor shall provide vehicle service with drivers for official government business.

32.2. The Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

32.3. The Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

32.4. The Contractor shall provide drivers who can speak and understand English clearly.

32.5. The Contractor shall provide only vehicles with air conditioning.

32.6. The Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

32.7. The Contractor shall return all items left in rental vehicles to the ship's SUPPO or to NRCC Singapore LSC if the ship has departed.

32.8. The Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

33. TUGS (CLIN XX33)

33.1. The Contractor shall provide tugs to bring ships to and from berthing locations.

33.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

33.3. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

34. WATER TAXIS (CLIN XX34)

34.1. The Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 8.

34.2. The Contractor shall return all items left in water taxis to the ship's SUPPO.

34.3. The Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times.

35. REPORTS (CLIN XX35)

35.1. CRAFT REPORT (XX35AA): The Contractor shall prepare and submit a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit C – CRAFT Report. The report shall be submitted to the NRCC Contracting Officer or designated representative within five working days of each ship’s departure.

35.2. QUARTERLY REPORT (XX35AB): The Contractor shall submit a QUARTERLY report to the Contracting Officer, summarizing ports visited, ships visiting, days in port, by item and sub-line item the amount in U.S. dollars, paid under each task order (T.O.) during each reporting period. A copy of each T.O. placed againt this contract during the reporting period will be included as an enclosure. The reports shall be presented in the CRAFT format of this contract.

36. OPERATIONS OTHER THAN WAR (OOTW) AND EXERCISE/ LOGISTIC SUPPORT FEES (LOT 3) (CLIN XX36)

36.1. Operations Other Than War (OOTW), sometimes referred to as "contingencies", are defined as emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. In addition to rescue and humanitarian relief missions, military contingencies can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property; training efforts and exercises in preparation for actual contingencies shall also be included.

36.2. An exercise is defined as a prearranged, preplanned evolution being conducted between the U. S. Government and a foreign nation for Humanitarian, training, or other purpose of a specified duration. The name of the event will generally, but may not always, include the word "exercise."

36.3. Logistic Support is defined as goods and services provided in a background framework to an operation or an exercise. Logistics Support can take place in the immediate vicinity of the operation/exercise or a great distance away.

36.4. An operation can be further defined as an unplanned, real world deployment of troops for an indefinite period of time. It can include Non-combatant Evacuation Operations (NEO's).

36.5. The Navy's Husbanding Contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a country wide network familiar with the different political and commercial infrastructures, as well as cultural and language nuances where the OOTW and/or Exercise/ Logistic Support is conducted to ensure timely fulfillment of the Navy's requirements. In addition to the above, the Contractor shall furnish personnel with the following qualifications:

36.5.1. ability to speak the local language in the country of the OOTW and/or Exercise/ Logistic Support
36.5.2. capacity to travel to the OOTW or forward logistic site within 24 hours of notification
36.5.3. current innoculation records
36.5.4. possess a valid up-to-date passport.

36.6. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. The POC or his representative is there to assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The contractor shall ensure that sufficient personnel are available at each support location to effectively perform all necessary tasks. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

36.7. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the Contractor's Husbanding fees and CLINS shall apply.

36.8 If an advance party arrives in a country for OOTW, the Contractor shall bill at the OOTW subsequent day rate. If the operation is on going, the Contractor shall bill the OOTW first day rate and then subsequent days. The Contractor may be required to support multiple operations at the same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the Contractor's services are ordered.

36.9. A sample of the potential list of OOTW and/or Exercise/ Logistic Support supplies and services is provided for contractor reference in Exhibit C. The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the Husbanding Contractor shall make every effort to locate at least three sources.

37. OOTW COST REPORT (CLIN XX37)

37.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for OOTW or each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The sample report format is provided in Exhibit D – CRAFT.

37.2. The report shall be submitted to FISC Detachment Singapore Contracting Officer or FISC Detachment Singapore within seven (7) working days of each ship's departure

The following have been deleted:
CONTRACT CLAUSES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00016	11-Jan-2011	N6804706RCSC02	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-0001
	X	10B. DATED (SEE ITEM 13) 01-Mar-2006
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-8, Option to Extend Services

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssnk01117213

1. Due to a typographical error, this modification is issued to correct the modification number to read as P00016 vice A00002 which was incorrectly reflected and signed off as ACO vice PCO in SPS.

2. The contract performance of services under this contract is extended from 1 Mar 2011 through 31 August 2011 in accordance with the clause FAR 52.217-8, Option to Extend Services.

3. All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 11-Jan-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 7

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00017	13-Apr-2011	N6804706RCSC02	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-0001
	X	10B. DATED (SEE ITEM 13) 01-Mar-2006
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

Modification Control Number: nyssnk011114162

1. The purpose of this modification is to incorporate SUBGROUP 7as the authorized ordering officers under this contract.
2. Section entitled "CONTRACT TERMS & CONDITIONS - COMMERCIAL ITEMS" paragraph (b) highlighted in yellow.
3. As a result of this change there is no change in the contract amount.
4. All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
_____ (Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 14-Apr-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (FAR 52.212-4) (OCT 2003) - ADDENDUM

(a) Paragraph "(c)" of FAR 52-212-4. Does not apply to this solicitation.

(b) Ordering Items on Contract. Only Authorized Government Representatives (AGRs) can place orders against this contract. AGRs for this contract are:

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any NRCC Singapore warranted KO or their authorized representative.
- SUBGROUP SEVEN Authorized Ordering Officers

(c) Oral Orders (Indefinite Delivery Contracts) (SUP 5252.216-9402) (JAN 1999). Oral orders may be placed, provided the following conditions are complied with:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.

(3) Invoices for supplies or services furnished in response to total orders will be accompanied with a received copy of each related delivery ticket.

(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

(d) Written Orders (Indefinite-Delivery Contracts) (SUP 5252.216-9403) (JAN 1992). Written orders on Standard Form 1449/DD Form 1155 will contain the following information, consistent with the terms of the contract:

(1) Date of order;
(2) Contract number and order number;
(3) Item number and description, quantity, and unit price;
(4) Delivery or performance date;
(5) Place of delivery or performance (including consignee);
(6) Packaging, packing, and shipping instructions, if any;
(7) Accounting and appropriation data;
(8) Any other pertinent information.

(e) Ordering Non-Contract Items (NCI)

(1) NCIs may be requested using standard procurement procedures. Once requested, the contractor will assist in obtaining the item.

(2) The Contractor shall provide a separate invoice for all Non-Contract Items with supporting documentation to the ship SUPPO for payment in accordance with standard procurement procedures.

(3) If payment is to be made by NRCC Singapore on behalf of the procuring vessel, the Contractor shall obtain all required documentation from the ship in order for payment to be effected.

(f) Short Notice Orders. Occasionally, there may be short notice orders of less than 48 hours, which the contractor should support if possible. If the Contractor cannot support these requirements, then the AGR may solicit them from other companies.

(g) Substitutions. Substitution of ordered CLINs shall not be allowed unless authorized and accepted in writing by the AGR and requiring activity. If accepted by the AGR or requiring vessel, substituted CLINs shall only be charged at the rate of the originally ordered CLIN. An example would be if a 20-pax bus was ordered, but was not available and substituted with two 10-pax vans. The Contractor will only be able to charge for one 20 pax bus not two 10 pax vans

(h) Cancellation Of Orders (NRCC SINGAPORE) (MAR 2003)

(1) Unless otherwise provided herein, in the event an order is canceled at least 24 hours prior to the required delivery, the U.S. Government will not be liable for any charges. For any order not canceled at least 24 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled "Termination for the Government's Convenience (FAR 52.212-4) Addendum (Feb 2002)", as negotiated. Any disagreements shall be subject to the Disputes clause in the contract.

(2) In rare cases where long lead items were ordered, the Government may negotiate cost reimbursement under the Termination for the Government's Convenience clause as stated above.

(3) In all cases, the Contractor is responsible for taking all necessary steps to mitigate any damages or termination costs on behalf of the U.S. Government.

(i) Invoices And Payments (NRCC SINGAPORE) (MAR 2003)

(1) Payment will be made by the ship prior to departure from the port.

(2) If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Office, U.S. Naval Regional Contracting Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury Check.

(3) It is the Contractor's responsibility to provide documents with all required information. Payment will only be made after delivery and acceptance of services.

(4) The Contractor must accept the U.S. Government Commercial Purchase Card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPC is Mastercard.

(j) Payment by Third Party (FAR 52.232.36*)* (MAY 1999) - This clause is incorporated by reference.

(k) Ordering (FAR 52.216-18) (OCT 1995)

(1) Any supplies and services to be furnished under this contract shall be ordered by issuance of task/delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award to final day of the contract.

(2) All task/delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a task/delivery order or task order and this contract, the contract shall control.

(3) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the schedule.

(l) Order Limitations (FAR 52.216-19) (OCT 1995)

(1) *Minimum ordering amount.* When the Government requires supplies or services covered by this contract in an amount of less than US $50.00, the Government is not obligated to order, nor is the Contractor obligated to furnish, those supplies or services under this contract.

(2) *Maximum ordering amount*. The Contractor is not obligated to honor --

(i) Any order for a single item in excess of the estimated quantity for that item, which is identified in the pricing schedule of this contract;

(ii) Any single order for a combination of items in excess of the total estimated dollar value for the applicable performance period of this contract; or

(iii) A series of orders from the Government within 120 days that together call for quantities exceeding the estimated quantities identified in the pricing schedule by more than two hundred percent (200%).

(3) This is a requirements contract (which incorporates FAR 52.216-21), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(4) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum ordering limitations in paragraph (b), unless the order(s) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to furnish the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the required supplies or services from another source.

(m) Contract Type (NRCC SINGAPORE) (MAR 2003). The resulting contract will be a Fixed Price Requirements contract.

(n) Requirements (FAR 52.216-21) (OCT 1995)-(ALTERNATE I) (APR 1984)

(1) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(2) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(3) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(4) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(5) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(6) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after thirty (30) days beyond the expiration of the contract.

(o) Option To Extend Services (FAR 52.217-8) (NOV 1999) (MODIFIED). In order to maintain continuity of service, the Government may require continued performance of any services within the limits and at the rates specified in the contract. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise this option by written notice to the contractor within fifteen (15) days before the contract expires.

(p) Option To Extend The Term Of The Contract (FAR 52.217-9) (MAR 2000)

(1) The Government may extend the term of this contract by written notice to the Contractor within 15 days prior to the expiration of the current performance period of the contract; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(3) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty-six (66) months.

(q) Inconsistency Between English Version & Translation Of Contract (FAR 52.225-14) (FEB 2000). In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(r) Taxes – Foreign Fixed Price Contracts (FAR 52.229-6) (JUN 2003). Incorporated by reference.

(s) Payment by Electronic Funds Transfer--Central Contractor Registration (FAR 52.232-33) (OCT 2003). Incorporated by reference.

(t) Changes – Fixed Price (AUG 1987) (FAR 52.243-1) - (ALTERNATE II) (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(u) Authorized Changes Only By The Contracting Officer (SUP 5252.243-9400) (JAN 1992)

(1) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(2) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(3) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and FAX telephone number of the Procuring Contracting Officer (PCO) are:

Commercial Address:	U.S. Fleet and Industrial Supply Center, Det Singapore PSA Sembawang Terminal Deptford Road, Building 7-4, Unit 2-9 Singapore 759657
Military Address:	PSC 470, Box 2100 FPO AP 96534-2100
FAX Numbers:	(65)-6-750-2639 or 2382

(v) Provision for Wood Products (NRCC SINGAPORE) (MAR 2003) - Pinewood Nematode (microscopic roundworm) Free Non-Manufactured Wood Pacing (NMWP) Material

(1) Definition. 'Pinewood nematode' as used in this provision, means a microscopic roundworm that has infested coniferous (softwood) trees.

(2) All non-manufactured wood lumber, pallets boxes, crates, containers, reels blocking and bracing, dunnage, drums, etc. for all shipments are required to be certified pest- (pinewood nematode) free. All wood pallets, boxes, crates, containers, reels, blocking and bracing, dunnage, drums, etc. ordered/delivered from vendors/suppliers shall be heat-treated and marked to the American Lumber Standards Committee (ALSC), NMWP policy and enforcement standards. The approved method for ensuring NMWP material is pinewood nematode free is as follows:

(i) Heat-treated to a minimum core temperature of 56°C(133°F) for at least 30-minutes in a closed chamber that has been tested evaluated, and approved officially for this purpose. In addition, the susceptible wood shall display an officially approved heat-treated marking enabling the identification of where and by whom the above treatment has been carried out.

(3) All bulk lumber procured for the fabrication of pallets, boxes, crates, containers, reels, skids, blocking and bracing, dunnage, drums, etc., shall be certified and marked as a part of the fabrication process, to the ALSC NMWP policy and enforcement standards. Vendors/Suppliers using ALSC-certified lumber to make or repair wooden boxes, crates, skids, containers, pallets, reels, drums, etc., must have formal processing procedures and documentation to ensure that only certified lumber leaves their fabrication point.

(4) This provision is self-deleting if the material or supplies are not shipped in NMWP material.

(w) Freedom of Information Act (FOIA) (U.S. CODE/552) (NRCC SINGAPORE) (MAR 2003) – Contract prices may be released under a FOIA request.

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER SEE SCHEDULE

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-06-D-0002	12-Jun-2006		N40345-06-T-0001	12-Apr-2006

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)*

8. OFFER DUE DATE/LOCAL TIME 12:00 PM 08 May 2006

9. ISSUED BY CODE N40345

U.S. FLEET AND INDUSTRIAL SUPPLY CENTER
DET SINGAPORE
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SMALL BUSINESS
  - [ ] HUBZONE SMALL BUSINESS
  - [ ] 8(A)

NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS NETT

- [X] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING 12

14. METHOD OF SOLICITATION
- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE LTD.
LEONARD FRANCIS
404 TELOK BLANGAH RD
SINGAPORE 098840

TEL. 656-272-9481

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [X] SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$43,145.00

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE Yourquotation
- [X] OFFER DATED 09-May-2006 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED 12-Jun-2006

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) Contracting Officer

TEL: (b)(6), (b)(7)(C)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)		PAGE 2 OF 62

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001		1	Lot	$43,145.00	$43,145.00

Base Period - Husbanding Service
FFP
See Exhibit A for a complete listing of all CLINS and SUBCLINS for this CLIN.
Delivery: FOB destination
Performance period: 12 Jun 06 through 11 Oct 06
FOB: Destination
PURCHASE REQUEST NUMBER: N4034506RCSG0001-0001

ESTIMATED NET AMT	$43,145.00
ACRN AA	$43,145.00

CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
9000					

Exhibit A - ELIN's
FFP
Husbanding services- Chittagong, Bangladesh

FOB: Destination
PURCHASE REQUEST NUMBER: N4034506RCSG0001

ESTIMATED NET AMT	$0.00
ACRN AA	$0.00

CIN: N4034506RCSG00019001

OVERVIEW
OVERVIEW OF CONTRACT

1. OBJECTIVE - The objective of this contract is to obtain husbanding services U.S. Navy ships visiting Bangladesh.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) at any berthing or anchoring location in the port of Chittagong.

2.2. The individual HS items provided under this contract are listed in Section B, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).

2.3. The Contractor is required, when requested, to assist the ship in obtaining additional items the vessel may require while in port.

2.4. The holder of this contract is a US Navy contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price Requirements contract. The Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services.

4. DURATION OF CONTRACT - This contract is for four months. Additionally, the contract will include FAR 52.217-8 OPTION TO EXTEND SERVICES clause. The possible contract duration is ten months (10) months if the six (6) month extension of services is exercised under FAR 52.217-8.

5. CONTRACT USERS

5.1. Mandatory Users - U.S. Navy ships visiting locations covered under this contract are required to use this contract if HSs are requested (with the exceptions noted below). Ship classifications are listed in Attachment 2.

5.2. Optional Users - The following types of U.S. ships are not required to use this contract but may use it if desired. The Contractor is obligated to provide the service or supply at the same rates listed in The Schedule:

- Military Sealift Command Ships (USNS)
- U.S. Coast Guard (USCG) Ships
- U.S. Army Ships
- DoD Chartered Ships
- U.S. Government personnel conducting business in locations under this contract.

5.3. Exceptions: The Government has the choice to use or not use this contract under the following types of situations:

- During U.S. Military Exercises or Operations.
- When Host Nation provided support is available.
- When U.S. Government owned supplies or services are available.
- When ship repair work is being done in conjunction with the Port Visit.

6. MULTIPLE SHIP VISITS - The contractor is required to be able to simultaneously Husband a maximum of 2 ships at one time.

7. ESTIMATED QUANTITIES - The number of ship visits and required services or supplies are only estimates. There is no guarantee that the government will meet or exceed the estimates. The ship is not obligated to use all items in The Schedule.

8. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities, or finally provide it themselves to include subcontractors. The Schedule lists what items are available through HN and Port Authorities.

9. RESERVED - MARK V (HSIC) SPECIAL OPERATIONS CRAFT - Mark V (HSIC) Special Operations Craft may be in port or in the direct vicinity for up to 90 days conducting operations. The Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and Management fees will be based on the total fee for the pair of boats. Attachment 2 provides details.

10. LONG TERM SHIP VISITS – For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The contractor would charge $300 for the first day, $100 for the subequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit. During the period of reduction, the Contractor is relieved of all husbanding requirements specified by the Contracting Officer, Ordering Officer and / or AGR as unnecessary; and shall continue to provide only those services specifically authorized by the Contracting / Ordering Officer via verbal and /or written modification of the delivery order (CHT, trash removal, potable water etc).

11. RESERVED - SHIPYARDS - U.S. Navy Ships in shipyards may order off of this contract without incurring Management Fees.

12. OTHER PERSONNEL – Other U.S. personnel conducting business at locations covered by this contract may order off of the contract without incurring Management Fees. These orders do not involve continuous management of husbanding services and maybe for items such as vehicles, phones or other services.

13. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English.

14. STANDARDS FOR PROFESSIONAL SERVICES

14.1. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

14.2. The Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

14.3. The Contractor is responsible for ensuring that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

14.4. The Contractor will ensure that subcontractors comply with these requirements.

14.5. The Contractor is reminded that it must comply with all applicable laws and regulations pertaining to Ethics and Standards of Conduct. The Contractor shall refrain from providing gratuities, upgrades, entertainment, food, parties and any other prohibited items.

15. HEIGHTENED VIGILANCE - The contractor has an obligation to be alert at all times in order to contribute to the protection of the ship and its crew. The contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The

contractor also has an obligation to report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

16. The Contractor will fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the Contractor will identify to Navy Force Protection Personnel and NCIS representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The Contractor will arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

17. EQUIPMENT - All vehicles, watercraft, and equipment provided under this contract must be in sound mechanical condition, be in compliance with local laws and specifications under this contract, meet all local safety standards, and have all required current certifications and insurance.

18. RESERVED – (GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM))

19. CONTRACT PRICING

19.1. Contract Currency – All contract prices are in U.S. Dollars (US$).

19.2. Fixed Price - Prices are firm-fixed-price per unit and are inclusive of ALL costs.

19.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

19.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

19.2.3. Pre-Positioning / Pre-Staging. All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

19.2.4. Repositioning equipment. All repositioning of equipment when required shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

19.2.5. All local Government taxes are included in the unit cost.

19.3. Port Tariff (PT) or other controlled prices - (See Exhibit B - Port Tariffs) Items listed as PT where a port or local government type organization controls the price will be paid at the current published rates. For example, if a port provides the Tug boat then the Contractor can only charge the U.S. Government what was charged for the Tug by the port.

19.4. Time Calculations. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged.

19.5. Demurrage. Demurrage charges shall only be charged if the Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a CHT truck at 1300 hrs, the truck arrives at 1300 hrs to start

pumping, but was not attended to until 1500 hrs when pumping begins. The contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs). Demurrage charges will be charged as stated in the schedule of supplies and services. This only applies to CLINS that have demurrage charges as sub-CLINs.

20. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

APPROX	Approximately
AMPS	Amperes
CU	Cubic
DY	Day
EA	Each
FT	Foot
GL	Gallon (3.785 Liters)
HR	Hour
IDD	International Direct Dialing
ITT	Information, Tickets and Tours
JB	Job
KG	Kilogram
LB	Pound
LO	Lot
M	Meter
MIN	Minimum
MT	Metric Ton
NCIS	Naval Criminal Investigative Services
NSP	Not Separately Priced
PAX	Passenger
PK	Packet
PR	Pair
PT	Port Tariff
QTY	Quantity
BN	Bangladesh Navy
SVCS	Services
TP	Trip

21. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any supply or service.

- CAMELS: See Fenders

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the year of the contract. The base year is zero (0), the first Option Year is one (1), and the second Option Year is two (2). (For example a base year would be 0XXX, and the first Option Year is 1XXX, and the second Option Year is 2XXX.) The second digit indicates the Lot number. (For example Lot 1 would be X1XX, Lot II would be X2XX) If there are no Lots in the contract then the second digit will be zero. (For example X0XX) The third and fourth digits are the service or supply item number. (For example XX01 is the first item, XX02 is the second item, and so forth.) If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX12 for Force Protection could be divided into XX12AA for Beach Guard Office and XX12AB Dive and Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: A calendar day.

- Delivery Order (D.O.): A delivery order is an order for supplies placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge. Car and/or truck tires are not to be used as Fenders or Camels.

- FORCE PROTECTION (FP). Security measures to protect a ship and their crew from dangerous situations such as terrorist actions. FP includes taking as many steps as possible to deter an attack. The HS contractor is responsible for contract FP items.

- GARBAGE: See Attachment 1 – Refuse Definitions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL: Items fully transferred to the Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Government tax is a levy on goods and services made in the local country. The tax rate will vary from with the location. U.S. Navy is usually exempt from Government Taxes.

- HOST NATION: The country, which is being visited by the U.S. ship.

- HUSBAND: To provide all supplies and services requested by a ship during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other contractors work with the ship, assisting with Non-Contract item requests, and generally taking care of all the needs of the ship and personnel on board. It should utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION:

Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPERATELY PRICED (NSP): Item that is not seperately priced. Cost of the item should be factored into the Mangement Fee.

- POINT OF CONTACT (POC): A designated individual who is responsible for an item and is a single interface. The individual must be knowledgeable of the item and be able to answer questions and make decisions or obtain a decision when required.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples are pilot services, tugs,

security guards, and potable water. The Contractor has no control over the price and the ship will pay the prevailing rate at the time of service.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- RESERVED: An item not used in this contract.

- RUBBISH: See Attachment 1 – Refuse Definitions.

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and is authorized to sign contracts and place orders.

- Task Order (T.O.): A task order is an order for services placed against an established contract or with Government sources.

- TRASH: See Attachment 1 – Refuse Definitions.

22. CONTRACTOR REPRESENTATIVE – The Government shall contact the following Contractor person(s) for prompt contract management:

Name of Individual: LEONARD G. FRANCIS
Title of Individual: MANAGING DIRECTOR

Mailing Address: GLENN DEFENSE MARINE (ASIA) PTE. LTD.
GLENN BLDG, 404 TELOK BLANGAH ROAD
SINGAPORE 098840

Tel No. (Work): +65 62727937
Fax No. (Work): +65 62729481
Mobile phone: +65 97983155 / +6597983163

E-mail address: leonard@glennmarinegroup.com

Section C - Descriptions and Specifications

STATEMENT OF WORK
SECTION C2 – STATEMENT OF WORK

TASKS: The Contractor shall perform the following tasks when ordered by an AGR.

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 2 – Classifications of Navy Ships)

1.1. PRE-ARRIVAL HUSBANDING DUTIES

1.1.1. The Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The Contractor shall order requested services and supplies.

1.1.3. The Contractor shall furnish to each ship a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated quantities and prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship's arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs.

1.1.4. These estimates shall be provided for all US Navy, Military Sea-lift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the Husbanding Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U. S. Defense Attaché Office.

1.1.6. The Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

1.1.7. The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements. For example, the HS Contractor would coordinate Provisioning contractors delivery dates, times, forklifts, cranes, stevedores, inspections, or any other item needed for them to perform their work at the berth.

1.1.8. The Contractor shall assist the ship's Advance Party to include planning and coordination meetings.

1.2. POST-ARRIVAL HUSBANDING DUTIES

1.2.1. The Contractor shall Husband the ship when at the berthing location.

1.2.2. The Contractor shall install all equipment upon ship arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The Contractor shall brief the designated ship representative about contractor provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. Also, the Contractor will provide their POC information with 24-hour contact phone numbers.

1.2.5. The Contractor shall provide a copy of Overview, The Schedule and SOW to the SUPPO.

1.2.6. Money Exchange Services

1.2.6.1. Moneychangers: The Contractor shall arrange for authorized moneychangers to exchange ship personnel U.S. dollars with local currency. The moneychangers may include a nominal commission of no more than plus or minus 1.5% difference from the Official Rate as stated below.

1.2.6.2. The Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. This Official Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.7. Laundry Services:

1.2.7.1. The Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available forthe ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure.

1.2.7.2. The Contractor shall assist in resolving vendor billing discrepancies.

1.2.8. Interpreter Services: The Contractor shall provide interpreter services using personnel fluent in both the local language and English.

1.2.9. Mail Delivery Services: The Contractor shall provide mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

1.2.10. RESERVED - Moral Welfare and Recreation (MWR) Services:

The Contractor shall refer all inquiries about tours, travel, recreation or entertainment to the NRCC Singapore Morale, Welfare & Recreation (MWR) Office or designated ITT contractor. Only MWR may sell, offer to sell, or collect a fee for booking or providing accommodations, tours, travel, recreation or entertainment to the ship's crew.

1.2.11. The Contractor shall coordinate with other US Government contractors in performing their required services. Example would be coordinating provisioning contractor delivery times, dates, and equipment needed.

1.2.12. The Contractor shall facilitate the ship's timely departure.

1.2.12.1. The Contractor shall provide a cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.12.2. The Contractor must obtain an acceptable written receipt from an authorized ship personnel accepting all services or supplies provided.

1.2.12.3. The Contractor shall remove all provided equipment.

2. RESERVED - Not to be used.

3. BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to

allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship and have a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The Contractor shall place fenders between the breasting barge and the ship.

3.3. The Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. BROW (CLIN XX04)

4.1. The Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not to damage the surface of the pier.

4.2. Due to the dramatic height difference between the submarine deck and pier, the contractor provided submarine brow must afford personnel a smooth and safe transit when entering or exiting the submarine deck. Also, the submarine brow must be capable of supporting shore power cables without damaging the cable.

5. RESERVED - CAMELS (CLIN XX05) - The Contractor shall provide camels as fenders for the ship.

6. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX06)

6.1. The Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

6.2. The Contractor shall pump sewage from the ship to contractor provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

6.3. The Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

6.4. The Contractor shall provide CHT hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

6.5. When collection of CHT is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to vessel and with a minimum of four (4) mooring lines to secure alongside the ship.

6.6. The Contractor shall properly dispose of all sewage in accordance with C1. Paragraph 14. Standards For Professional Services.

6.7. A port surcharge may be levied for CHT services. The applicable surcharge will be calculated using the total cost of CHT services. An example would be where a surcharge of 15% is levied. If the total cost of CHT removal and disposal is US$5,000.00 then the surcharge would be US$750.00.

7. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX07)

7.1. RESERVED - The Contractor shall arrange for landlines to be installed aboard the ship.

7.2. The Contractor shall provide fully charged, mobile hand phones with charges capable of using dual voltage.

7.3. The Contractor shall provide activation, auto-roaming, long distance accounts, and pre-paid cards for hand phones.

8. CRANE (CLIN XX08) - The Contractor shall provide cranes with operators, required assistant personnel, and support equipment such as slings, lifting bars, and nets. When ordered, the Contractor is required to provide mobile crane services (shore crane and floating crane) with operator. The Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

9. RESERVED - DOCKAGE AND WHARFAGE FEE (CLIN XX09) - The Contractor shall provide pier and wharf usage.

10. FENDERS (CLIN XX10) - The Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

11. FLEET LANDING (CLIN XX11) - The Contractor shall provide a Fleet Landing site at designated piers. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct FP operations.

12. FORCE PROTECTION (CLIN XX12)

12.1. General: (CLINs XX01 & XX02) The Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The Contractor will follow the requirements below unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

12.1.1. Access Points: The Contractor shall establish a single entry and exit point to the pier area.

12.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

12.1.3. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

12.1.3.1. Background Checks. The Contractor shall run security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees who fail this background investigation.

12.1.3.2. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

12.1.3.3. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

12.1.4. Access Lists: The Contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

12.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

12.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

12.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

12.1.5. Inspections. The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

12.1.6. Stand-Off Distances:

12.1.6.1. Objects: The Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.1.6.2. Unloading Zones: The Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship or to the maximum extent practicable.

12.1.7 Warning Signs: The Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

12.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. A clear warning must be given that the use of deadly force may be authorized by the local security guards or police force.

12.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area & Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

12.2. Non-Contract FP Measures: The Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC DET SINGAPORE KO. The Contractor must explain what the FP service will entail and why it is being required. The KO will coordinate this requirement with appropriate FP personnel at FISC DET SINGAPORE and COMLOGWESTPAC. Once a decision is made then the Contractor will be either authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

12.3. Beach Guard Office or Tent (CLIN XX12AA)

12.3.1. The Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ships personnel while performing security checks on personnel, baggage, and vehicles.

12.3.2. The office or tent will be large enough to accommodate a minimum of five (5) people. Tents will have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions. The office or tent shall be well lighted and identified for its intended use. The Contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 lb, CO_2 fire extinguisher will be provided and kept fully charged.

12.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

12.4. Dive and Vetting Operations (CLIN XX12AB)

12.4.1. The Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

12.4.2. The pier will be vetted prior to the ships arrival.

12.4.3. The Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

12.4.5. The Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

12.5. RESERVED - Floating Line of Demarcation (CLIN XX12AC - AE)

12.5.1. The Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FPM is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FPM is not designed to stop approaching unauthorized watercraft by fouling their propellers. Rather it is to help identify a safe standoff zone.

12.5.2. The Contractor shall comply with the specification of the FLD in Attachment 4.

12.6. Perimeter Fencing (CLIN XX12AF)

12.6.1. The Contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the Contractor will provide portable chain link fencing with vehicle and walk up entrances.

12.6.2. The perimeter fence provided by the Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved
Entry Point: Entry available for vehicles and personnel.

12.7. RESERVED – (CLIN XX12AG, XX12AH, XX12AJ, XX12AK - Physical Security Barriers)

12.8. Picket Boats (CLIN XX12AL)

12.8.1. The Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

12.8.2. The Contractor shall comply with Attachment 4 for picket boat operations.

12.9. Portable Latrine (CLIN XX12AM)

12.9.1. The Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

12.9.2. The Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

12.9.3. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

12.9.4. The Contractor shall clean latrines twice daily.

12.10. Portable Lighting (CLIN XX12AN)

12.10.1 The Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Ports installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship.

12.10.2. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

12.11. Armed and Unarmed Security Guard Services (CLIN XX12AP, XX12AQ)

12.11.1. The Contractor shall provide security guards to patrol in picket boats and at pier side to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

12.11.2. The Contractor shall comply with Attachment 5 for security guard operations.

12.14. Two Way Radios (CLIN XX12AR) The Contractor shall provide two way radio sets capable of communicating with the ship to designated individuals.

12.15. Handheld Wand Metal Detectors (CLINXX12AS) The Contractor shall provide handheld metal detectors capable of detecting metal.

13. FORKLIFT WITH OPERATOR (CLIN XX13) The Contractor shall provide forklifts with operators for loading and unloading operations. Sizes in the schedule indicate the maximum lifting capacity of the forklift.

14. FUEL (CLIN XX14)

14.1. Normally, fuel is provided by the HN or by other U.S. Government bunkering contracts. However, if those sources are not available then the HS Contractor may be required assist in obtaining the fuel. In that case, the Husbanding Contractor must comply with this paragraph and must ensure the attached specifications are met by the fuel provider.

14.2. If a ship requires the Husbanding Contractor to provide fuel, the Husbanding Contractor shall contact the bunkering contractor or HN source. If the HN or bunkering contractor can provide the fuel within the time needed, the Husbanding Agent shall so inform the ship. However, if the HN or US Government bunkering contractor cannot deliver the fuel when required by the ship, the Contractor shall so inform the SUPPO or FISC DET

SINGAPORE and request approval to proceed. Only after this is done may the Contractor arrange for fuel delivery.

14.3. The Contractor shall only charge fuel at the daily commercial fuel rate established by the port or local authorities. The Contractor shall provide documentation of the daily rate to the SUPPO. The fuel price charged shall be free on board the ship whether at pier side or at anchor. Compensation for all husbanding efforts or costs associated with assisting in the acquisition and delivery of fuel (for instance, dealing with customs authorities) are included in, and otherwise covered by, the daily fixed husbanding services rates set out in the Schedule of Supplies/Services of this contract.

14.5. The Contractor shall provide documentation to the ship fuel officer that the fuel meets the specifications in Attachment 6 – Fuel Specifications.

14.6 The Contractor shall provide a fuel barge or truck to transport fuel to the ship.

14.7. The Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

14.8 The Contractor shall load the ordered fuel and transport to the ship. The Contractor shall transfer the fuel from the fuel barge or truck to the ship. The Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

14.9. The Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

15. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX15)

15.1. The Contractor shall remove and dispose of garbage and trash from the ship.

15.2. The Contractor shall provide dedicated refuse bins to the ship.

15.3. If collection is done by sea, the Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship, and at least four (4) mooring lines to secure alongside the ship.

15.4. The Contractor shall collect all loose refuse placed adjacent to refuse bins.

15.5. The Contractor shall immediately clean up any spilled refuse.

15.6. The Contractor shall properly dispose of all collected refuse.

16. LINESBOATS (CLIN XX16) The Contractor shall provide Linesboats to assist in docking line handling operations.

17. LINE HANDLERS (CLIN XX17)

17.1. The Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier.

17.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

18. RESERVED - MANLIFT (CLIN XX18)

18.1. The Contractor shall provide a manlift with a full fuel tank.

18.2. The Contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 each morning.

18.3. If an operator is not provided, the Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The Contractor shall maintain documentation of ship personnel acknowledgement of the training.

19. MATERIAL HANDLING (CLIN XX19) LIGHTERAGE (CLIN XX19AJ)

19.1. The Contractor shall provide material handling services for the ship. They will receive material shipped to them to include clearing customs, store the items, report the status of the items, deliver to the ship, and forward the items if unable to deliver.

19.2. The Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel.

19.3. The Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

19.4. The Contractor shall use forklifts and cranes from The Schedule.

19.5. Material Handling

19.5.1. Packages under 150 lbs (68.18 KG) will normally be priority airmailed via a government contract called WWX utilizing FEDEX, UPS, or DHL companies. The WWX contractor will bring the package into the country, clear customs, and deliver to the HS Contractor. The package might also be sent by regular airmail or by ship whereby the Contractor will have to clear the package through customs.

19.5.2. Packages over 150 lbs (68.18 KG) up to 20 tons will be sent via any commercial means but not by WWX. The Contractor will have to clear the package through customs.

19.5.3. The Contractor shall receive the package from the carrier and clear it through customs if other than WWX. Any damages must be noted prior to acceptance.

19.5.4. The Contractor shall store the package so that it will not be damaged.

19.5.5. The Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

19.5.6. The Contractor shall deliver the package to the ship after arrival in port.

19.5.7. The Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship.

20. MISCELLANEOUS (CLIN XX20)

20.1. TOILET CLEANING (CLIN XX20AA)

20.1.1. The Contractor shall provide toilet cleaning three times daily at Clifford Pier.

20.1.2. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

20.2. INTERPRETER SERVICES – (CLIN XX20AB)

20.2.1. The Contractor shall arrange for interpreter/translator services.

21. RESERVED - OIL BOOMS (CLIN XX21)

21.1. The Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water.

21.2. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

21.3. The Contractor shall dispose all oil waste caught in the Oil Boom.

21.4. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

22. OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX22)

22.1. The Contractor shall remove oily waste and aggregate water from the ship.

22.2. The Contractor shall pump oily waste and aggregate water from the ship to contractor provided equipment.

22.3. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship duty engineer shall verify in writing the amount removed.

22.4. The Contractor shall provide hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

22.5. When removal is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines to secure alongside the ship.

22.6. The Contractor shall properly dispose of all oily waste and aggregate water.

22.7. The Contractor shall pre-position Oily Waste Barges / Trucks when necessary, in accordance with Force protection or other requirements.

23. RESERVED - PAINT FLOAT (CLIN XX23)

23.1. The Contractor shall provide paint floats to hold personnel painting the ship.

23.2. The paint float deck shall be between two (2) to three (3) meters above the waterline and the scaffolding shall be no higher than 3.5 meters from the deck.

23.3. The ship is responsible to secure the paint float to the ship if rented for more than one day.

24. PILOTS (CLIN XX24) - The Contractor shall provide pilots to navigate the ship to and from the berthing locations.

25. POTABLE WATER (CLIN XX25) - The Contractor shall deliver fresh, potable water to the intake hose of the requesting ship in accordance with Attachment 7.

26. RESERVED - PRATIQUE (CLIN XX26) The Contractor shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

27. RESERVED - REEFER CONTAINER (CLIN XX27)

27.1. The Contractor shall provide reefer containers with power source for refrigerated storage.

27.2. The Contractor shall provide diesel generators with fuel and properly sized to operate reefers continuously. Generators shall emit sound levels of less than 84 decibels.

27.3. The Contractor shall make all power connections between the generator and reefer.

27.4. The Contractor shall operate the reefer at the temperature specified by the ship.

28. SHORE POWER (CLIN XX28)

28.1. The Contractor shall provide diesel generators with fuel along side the ship to supply shore power to the vessel. Generators shall emit sound levels of less than 84 decibels.

28.2. The Contractor shall provide all cables and make all power connections between the generator and ship.

29. RESERVED - SHORE STEAM (CLIN XX29) - The Contractor shall provide Shore Steam to the ship.

30. RESERVED - STEVEDORES (CLIN XX30) - The Contractor shall provide stevedores and supervisors for general labor.

31. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX31)

31.1. The Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

31.2. The Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

32. TRANSPORTATION (CLIN XX32)

32.1. The Contractor shall provide vehicle service with drivers for official government business.

32.2. The Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

32.3. The Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

32.4. The Contractor shall provide drivers who can speak and understand English clearly.

32.5. The Contractor shall provide only vehicles with air conditioning.

32.6. The Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

32.7. The Contractor shall return all items left in rental vehicles to the ship's SUPPO or to FISC DET SINGAPORE LSC if the ship has departed.

32.8. The Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

33. TUGS (CLIN XX33)

33.1. The Contractor shall provide tugs to bring ships to and from berthing locations.

33.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

33.3. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

34. WATER TAXIS (CLIN XX34)

34.1. The Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 8.

34.2. The Contractor shall return all items left in water taxis to the ship's SUPPO.

34.3. The Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times.

35. REPORTS (CLIN XX35)

35.1. CRAFT REPORT (CLIN XX 35AA): The Contractor shall prepare and submit a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit C – CRAFT Report. The report shall be submitted to the FISC DET SINGAPORE Contracting Officer or designated representative within five working days of each ship's departure.

35.2. QUARTERLY REPORT (CLIN XXAB): The Contractor shall submit a QUARTERLY report to the Contracting Officer, summarizing ports visited, ships visiting, days in port, by item and sub-line item the amount in the currency of the contract, and in U.S. Dollars, paid under each task order (T.O.) during each reporting period. A copy of each T.O. placed against this contract during the reporting period will be included as an enclosure. The reports shall be presented in the CRAFT format of this contract.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
9000	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
9000	N/A	N/A	N/A	N/A

ACCOUNTING AND APPROPRIATION DATA

AA: FUNDS SHALL BE PROVIDED AT THE TIME OF THE ORDER
AMOUNT: $43,145.00
CIN 00000000000000000000000000000000: $43,145.00
CIN N4034506RCSG00019001: $0.00

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.252-2	Clauses Incorporated By Reference	FEB 1998

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (SEP 2005)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic
Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

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

(i) Payment.--

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

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

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

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

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

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

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

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

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the

clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (FAR 52.212-4) (OCT 2003) - ADDENDUM

(a) Paragraph "(c)" of FAR 52-212-4. Does not apply to this solicitation.

(b) Oral Orders (Indefinite Delivery Contracts) (SUP 5252.216-9402) (JAN 1999). Oral orders may be placed, provided the following conditions are complied with:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.

(3) Invoices for supplies or services furnished in response to total orders will be accompanied with a received copy of each related delivery ticket.

(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

(c) Written Orders (Indefinite-Delivery Contracts) (SUP 5252.216-9403) (JAN 1992). Written orders on Standard Form 1449/DD Form 1155 will contain the following information, consistent with the terms of the contract:

(1) Date of order;
(2) Contract number and order number;
(3) Item number and description, quantity, and unit price;
(4) Delivery or performance date;
(5) Place of delivery or performance (including consignee);
(6) Packaging, packing, and shipping instructions, if any;
(7) Accounting and appropriation data;
(8) Any other pertinent information.

(d) Cancellation Of Orders

(1) Unless otherwise provided herein, in the event an order is canceled at least 24 hours prior to the required delivery, the U.S. Government will not be liable for any charges. For any order not canceled at least 24 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled "Termination for the Government's Convenience", as negotiated. Any disagreements shall be subject to the Disputes clause in the contract.

(2) In rare cases where long lead items were ordered, the Government may negotiate cost reimbursement under the Termination for the Government's Convenience clause as stated above.

(3) In all cases, the Contractor is responsible for taking all necessary steps to mitigate any damages or termination costs on behalf of the U.S. Government.

(e) Invoices And Payments

(1) Payment will be made by the ship prior to departure from the port.

(2) If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Office, FISC DETACHMENT SINGAPORE, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury Check.

(3) It is the Contractor's responsibility to provide documents with all required information. Payment will only be made after delivery and acceptance of services.

(f) Payment by Third Party (FAR 52.232.36*)* (MAY 1999) - This clause is incorporated by reference.

(g) Ordering (FAR 52.216-18) (OCT 1995)

(1) Any supplies and services to be furnished under this contract shall be ordered by issuance of task/delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award to final day of the contract.

(2) All task/delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a task/delivery order or task order and this contract, the contract shall control.

(3) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the schedule.

(h) Order Limitations (FAR 52.216-19) (OCT 1995)

(1) *Minimum ordering amount.* When the Government requires supplies or services covered by this contract in an amount of less than US $50.00, the Government is not obligated to order, nor is the Contractor obligated to furnish, those supplies or services under this contract.

(2) *Maximum ordering amount*. The Contractor is not obligated to honor --

(i) Any order for a single item in excess of the estimated quantity for that item, which is identified in the pricing schedule of this contract;

(ii) Any single order for a combination of items in excess of the total estimated dollar value for the applicable performance period of this contract; or

(iii) A series of orders from the Government within 120 days that together call for quantities exceeding the estimated quantities identified in the pricing schedule by more than two hundred percent (200%).

(3) This is a requirements contract (which incorporates FAR 52.216-21), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(4) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum ordering limitations in paragraph (b), unless the order(s) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to furnish the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the required supplies or services from another source.

(i) Contract Type. The resulting contract will be a Fixed Price Requirements contract.

(j) Requirements (FAR 52.216-21) (OCT 1995)-(ALTERNATE I) (APR 1984)

(1) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(2) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(3) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(4) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(5) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(6) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after thirty (30) days beyond the expiration of the contract.

(k) Option To Extend Services (FAR 52.217-8) (NOV 1999) (MODIFIED). In order to maintain continuity of service, the Government may require continued performance of any services within the limits and at the rates specified in the contract. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise this option by written notice to the contractor within fifteen (15) days before the contract expires.

(l) Inconsistency Between English Version & Translation Of Contract (FAR 52.225-14) (FEB 2000). In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(m) Taxes – Foreign Fixed Price Contracts (FAR 52.229-6) (JUN 2003). Incorporated by reference.

(n) Payment by Electronic Funds Transfer--Central Contractor Registration (FAR 52.232-33) (OCT 2003). Incorporated by reference.

(o) Changes – Fixed Price (AUG 1987) (FAR 52.243-1) - (ALTERNATE II) (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(p) Authorized Changes Only By The Contracting Officer (SUP 5252.243-9400) (JAN 1992)

(1) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(2) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(3) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and FAX telephone number of the Procuring Contracting Officer (PCO) are:

Commercial Address:	FISC DETACHMENT SINGAPORE PSA Sembawang Terminal Deptford Road, Building 7-4, Unit 2-9 Singapore 759657
Military Address:	PSC 470, Box 2150 FPO AP 96534-2150
FAX Numbers:	(65)-6-750-2639 or 2382

(q) Provision for Wood Products - Pinewood Nematode (microscopic roundworm) Free Non-Manufactured Wood Pacing (NMWP) Material

(1) Definition. ‘Pinewood nematode’ as used in this provision, means a microscopic roundworm that has infested coniferous (softwood) trees.

(2) All non-manufactured wood lumber, pallets boxes, crates, containers, reels blocking and bracing, dunnage, drums, etc. for all shipments are required to be certified pest- (pinewood nematode) free. All wood pallets, boxes, crates, containers, reels, blocking and bracing, dunnage, drums, etc. ordered/delivered from vendors/suppliers shall be heat-treated and marked to the American Lumber Standards Committee (ALSC), NMWP policy and enforcement standards. The approved method for ensuring NMWP material is pinewood nematode free is as follows:

(i) Heat-treated to a minimum core temperature of 56°C(133°F) for at least 30-minutes in a closed chamber that has been tested evaluated, and approved officially for this purpose. In addition, the susceptible wood shall display an officially approved heat-treated marking enabling the identification of where and by whom the above treatment has been carried out.

(3) All bulk lumber procured for the fabrication of pallets, boxes, crates, containers, reels, skids, blocking and bracing, dunnage, drums, etc., shall be certified and marked as a part of the fabrication process, to the ALSC NMWP policy and enforcement standards. Vendors/Suppliers using ALSC-certified lumber to make or repair wooden boxes, crates, skids, containers, pallets, reels, drums, etc., must have formal processing procedures and documentation to ensure that only certified lumber leaves their fabrication point.

(4) This provision is self-deleting if the material or supplies are not shipped in NMWP material.

(r) Freedom of Information Act (FOIA) (U.S. CODE/552) – Contract prices may be released under a FOIA request.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

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

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

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

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

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

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

___(4) [Removed].

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

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

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

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

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

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

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

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

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

___(iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (JAN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

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

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

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

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

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

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

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

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

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).
____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

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

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

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

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

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

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

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

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2006) (DEVIATION)

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

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

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

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

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

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

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

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2006)

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

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

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

____252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

____252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

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

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

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

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

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

____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

____ 252.225-7021 Trade Agreements (FEB 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

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

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

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

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

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

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

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

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

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

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

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

____252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

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

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

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

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

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Schedule of Supplies/Services	3	12-Jun-2006
Exhibit B	Port Tariff	1	12-Jun-2006
Exhibit C	CRAFT Report	3	12-Jun-2006

ATTACHMENT 1

REFUSE SERVICE DEFINITIONS

The following are Refuse Definitions used for this contract:

(A) **"Refuse"** includes all garbage, ashes, debris, rubbish and other similar waste material, and anything else delivered to the ship, but not taken onboard due to spoilage, etc., even though such refuse was not aboard the vessel when it arrived in port. Not included are explosives and incendiary waste and contaminated waste from medical and radiological processes.

(B) **"Garbage"** means animal and vegetable waste (and containers thereof) resulting from the handling, preparation, cooking, and consumption of foods. Edible, or hog food, garbage is the portion of waste food, which has been segregated for salvage.

(C) **"Ashes"** means the residue from burned wood, coal, coke, and other combustible material.

(D) "**Debris**" means grass cuttings, tree trimmings, stumps, street sweepings, rooting and construction wastes, and similar waste material.

(E) "**Rubbish**" means a variety of unsalvageable waste material such as metal, glass, crockery, floor sweepings, paper, wrappings, containers, cartons, and similar articles not used in preparing or dispensing food. Rubbish is further subdivided into:

(F) "**Combustible Rubbish**" which can be burned readily in an incinerator or burning pit.

(G) "**Noncombustible Rubbish**" which cannot be burned at ordinary incinerator temperatures (800 to 1,800 degrees F.)

(H) "**Receptacles**" or "**Containers**" means cans, drums, bins, or similar receptacles, which can be handled easily, and multiple containers, which are handled by mechanical truck-mounted hoists. A **"bin"** is defined as a standard garbage bin used for this service which can vary in size. Size will be identified in The Schedule Sub-CLINs.

ATTACHMENT 2

SHIP CLASSIFICATIONS (DESCRIPTION OF U.S. NAVY SHIPS BY CLASS AND TYPE)

The following are Ship Classifications used for this contract.

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC (Mark V)	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	77
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360
Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854
Class IV					
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082
T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276
T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95

Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

1. The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

2. Displacement is expressed in tons and represents fully loaded displacement.

3. The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

4. There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

GLOSSARY OF TERMS AND ABBREVIATIONS

AGOS	RESEARCH SHIP
AGSS	RESEARCH SUBMARINE
AOE	FAST COMBAT SUPPORT SHIP
ARS	SALVAGE SHIP
AS	SUBMARINE TENDER
CG	GUIDED MISSLE CRUISER
CV	MULTIPURPOSE AIRCRAFT CARRIER (CONVENTIONALLY PROPULSION)
CVN	MULTIPURPOSE AIRCRAFT CARRIER (NUCLEAR PROPULSION)
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
FFG	GUIDED MISSLE FRIGATE
HSV	HIGH SPEED VESSEL
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCS	LITTORAL COMBAT SHIP
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LHD	AMPHIBIOUS ASSAULT SHIP (MULTI- PURPOSE)
LPD	AMPHIBIOUS TRANSPORT DOCK
LSD	AMPHIBIOUS CARGO SHIP
LSV	LOGISTIC SUPPORT VESSEL (ARMY)
HSIC (MARK V)	MARK V SPECIAL OPERATIONS CRAFT (1 PAIR)
MCM	MINE COUNTERMEASURE SHIP
MCS	MINE COUNTERMEASURE SUPPORT SHIP
MHC	MINE HUNTERS COASTAL
MSC	MILITARY SEALIFT COMMAND
PC	PATROL COASTAL SHIP
SSBN	BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSGN	CRUISE MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	ATTACK SUBMARINE (NUCLEAR PROPULSION)
T-AE	AMMUNITION SHIP (MSC)
T-AFS	COMBAT STORE SHIP (MSC)
T-AGOS	OCEAN SURVEILLANCE/PATROL SHIP (MSC)
T-AGS	SURVEYING/ OCEANOGRAPHIC SHIP (MSC)
T-AH	HOSPITAL SHIP (MSC)

T- AKE	DRY CARGO/AMMUNITION SHIP (MSC)
T-AKR	STRATEGIC SEALIFT SHIP (MSC)
T-AO	OILER (MSC)
T-AOT	TANKER (MSC)
T-ATF	FLEET OCEAN TUG (MSC)
WAGB	POLAR CLASS ICEBREAKERS
WHEC	HIGH ENDURANCE CUTTER
WMEC	MEDIUM ENDURANCE CUTTER

ATTAHMENT 3

FLOATING LINE OF DEMARCATION SPECIFICATIONS

The following are Floating Line of Demarcation (FLD) Specifications used for this contract:

1. The Contractor shall provide a Floating Perimeter (FPM) to identify a restricted area in the water of approximately 330 feet (100 meters) distance around docked or anchored ships. The purpose of the FPM is to establish a visual reference final demarcation line that unauthorized watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FPM is not designed to stop approaching unauthorized watercraft by fouling their propellers. The FPM is to help identify a safe standoff zone.

2. The size of the perimeter will depend on the class of ship. Pier side, the perimeter should be positioned 330 feet (100 meters) fore and aft of the ship and 330 feet (100 meters) out into the water from the ship. If sufficient space is not available then the perimeter will be positioned as far as possible from the ship. At anchorage, the perimeter will be positioned 330 feet (100 meters) outside the swing radius of the ship.

3. There are two types of FPMs that are currently authorized.

3.1. Continuous Line FPM - If allowed by the Port, the Contractor shall provide a Continuous Line FPM per the specifications listed below.

3.1.2. The FPM must fully enclose ships at dockside or at anchorage. The perimeter will have an Entry Control Point (ECP) where the perimeter may be opened up when authorized watercraft require access to the ship. The Contractor will provide a boat and crew to open up and close the perimeter at the ECP.

3.1.3. Specifications:

3.1.3.1. Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable ECP for access.

1. Floatation devices positioned every meter on the line.

3.1.3.3. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing strobe lights (standing at least one meter high above the water) and positioned every 75 meters along the line.

3.1.3.4. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the perimeter. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be

sufficient to keep the perimeter intact at all times regardless of sea conditions. Failure of the system to remain in place may result in deductions to the invoice.

3.2. Floating Buoy System (FBS) - This is an acceptable alternative to the FPM requirement. Some Ports may require the buoys to be temporarily moved and replaced if a commercial ship requires the water space.

3.2.1. The Contractor shall provide a FBS per the specifications provided below.

3.2.2. The Contractor shall provide a Floating Buoy System (FBS) to identify a restricted area around ships. The purpose of the FBS is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 100 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible on both ship and shore based radar. The Picket Boats will patrol outside of this visual reference. The FBS shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) workboats to tend to the FBS at all times.

3.2.3. Provide the system with weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

ATTACHMENT 4

PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

1. The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

2. The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

3. Ships at anchorage will normally require two Picket Boats.

4. The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate CLIN in the contract.

5. The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

6. The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

7. The Picket Boat will meet the following requirements:

7.1. Licensed for commercial operations by local country Department of Transportation.

7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

7.4. If a deckhand crewmember is required, only qualified personnel are used.

7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

7.11.4. Portable Spotlight

ATTACHMENT 5
SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

1.2. Security guards may be provided through private security firms or through local police officials.

1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pierside: (CLIN XX12AQ)

2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

2.2. All pierside guard services will be performed within the parameters of local Laws and Regulations.

2.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

2.6. The following equipment will be required as a minimum for each guard:

2.6.1. Uniform as provided by contractor or authorities;

2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.5.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.6. Flashlight for nighttime inspections.

2.6.7. Any locally required equipment to perform their job.

2.7. ROEs Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2 If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats: (CLIN XX12AP)

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided under CLIN

XX12AL. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2. If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3. The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4. As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

ATTACHMENT 6

The following are the Fuel Specifications for this contract:

SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	**Requirement**	**Text Method**
Appearance, @ 25ºC or ambient temperature whichever is higher	Clear, bright and free of visible particulates	D 4176 1/
Demulsification, @ 25ºC, minutes (max)	10	D 1401 2/
Density, @ 15ºC, kg/m^3 (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, ºC 50% point, ºC 90% point, ºC, (max) end point, ºC, (max) Residue º Loss, % vol., (max)	 Record Record 357ºC 385ºC 3.0	D 86 3/
Cloud Point, ºC, (max)	-1ºC	D 2500
Color, (max)	3	D1500
Flash Point, ºC, (min)	60ºC	D 93 4/
Particulate Contamination, mg/liter, (max)	10	D 5432 5/
Pour Point, ºC, (max)	-6ºC	D 97
Viscosity, @ 40ºCm mm^2/second	- 1.7 - 4.3	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100ml, (max)	1.5	D5304 (R), D 2274 6/
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664
Aniline Point, ºC, (min)	60ºC	D 611
Ash, % wt., (max)	0.005	D 482
Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 7/
Corrosion, @ 100ºC, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min) Cetane Index, (min)	42	D 613 (R), D 976 8/
Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 2622
Trace Metals, ppm, (max) Calcium Lead Sodium plus Potassium Vanadium	 1.0 0.5 1.0 0.5	D 3605 9/
Additive Names and Dosages	Record	

1/ If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709, 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains visible sediment or particulate matter, but meets the requirement of 10 mg/1 (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.

2/ The demulsification text shall be conducted in accordance with the following exceptions:

(a) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.

(b) The test temperature shall be 25ºC.

(c) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute.

3/ As the end point of the distillation is approached, if either a thermometer reading of 385ºC or a decomposition point is observed, discontinue the heating and resume the procedure as directed in ASTM D 86.

4/ The flash point value is the absolute and no value less than 60ºC is permissible.

5/ A one-liter minimum sample shall be used.

6/ ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours to 40 hours.

7/ When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fuel, without the cetane improver.

8/ Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified in Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.

9/ Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of the inspection authority.

Minimum Requirements for Purchases of Commercial Distillate Fuels ((Navy) Marine Gas Oil) for Bunkers

The following minimum requirements have been established for use when buying fuel (gas oil - 100% distillate) from commercial sources when F76 is not available. Marine Gas Oil is not acceptable as cargo fuel on Navy Oilers.

TEST	METHOD	REQUIREMENTS
1. Cetane Number	ASTM D 613	45 min
or		
Cetane Index	ASTM D 976	45 min

Note: A cetane index of 41 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exceed a maximum of 338ºC. A cetane number of 40 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exceed a maximum of 338°C.

2. Appearance @ 21ºC or ambient temperature (whichever higher)	Visual	Clear & Bright
or		
Water and Sediment	ASTM D 2709	0.05% max
3. Distillation. 90% Point	ASTM D 86	375ºC max
4. Flash Point	ASTM D 93	60ºC min
5. Pour Point	ASTM D 97	Report
6. Cloud Point	ASTM D 2500	-1.1ºC (30 °F)
7. Viscosity @ 40ºC	ASTM D 455	1.7 - 4.5 CST
8. Color	ASTM D 1500	3 max
9. Gravity	ASTM D 1298, D 287	Record
10. Carbon Residue	ASTM D 524	0.35% max
11. Ash	ASTM D 482	0.01% max
12. Sulfur	ASTM D 129, D 1552 D2622	1.00% max
13. Copper Corrosion	ASTM D 130	3 max

C16.23-2 COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC JAN 1998)

Offered product shall conform to the following requirements which are suitable for Marine Gas Turbine.

	TEST REQUIREMENTS	METHOD	
1.	Cetane Number	ASTM D 613	42 min
	or		
	Cetane Index	ASTM D 976	43 min
	NOTE: A Cetane Number of 40 minimum, or a Cetane Index of 41 minimum, is acceptable provided the 90 Percent Distillation Point does not exceed a maximum of 338^{O}C.		
2.	Appearance @ 21^{O}C or ambient temp. (whichever higher)	Visual	Clear & Bright
	or		
	Water & Sediment	ASTM D 2709	0.05 vol % max.
3.	Distillation, 90% point	ASTM D 86	357^{O}C max.
4.	Flash Point	ASTM D 93	60^{O}C min
	NOTE: The flash point value is absolute and no value less than 60^{O}C is permissible.		
5.	Cloud Point	ASTM D 2500	-1.1^{O}C (30^{O}F) max.
	NOTE: Cloud Point results will be evaluated based upon bunkering location.		
6.	Viscosity @ 40^{O}C	ASTM D 445	1.7 - 4.5 cst
7.	Color	ASTM D 1500	3 max.
	NOTE FOR DOMESTIC ITEMS: This Color test requirement is deleted <u>if</u> red dye has been added in compliance with U.S. Environmental Protection Agency or Internal Revenue Service regulations; however, the resulting fuel/dye blend must have a red tint. It shall not be visually brown or darker in appearance.		
8.	Density @ 15^{O}C	ASTM D 1298	876 kg/m^3 max.
9.	Carbon Residue on 10% bottoms	ASTM D 524	0.35 mass % max.
		ASTM D 189	
10.	Ash	ASTM D 482	0.01 mass % max.
11.	Sulfur	ASTM D 4294,	1.0 mass % max.
		ASTM D 1552, or ASTM D 2622	
12.	Corrosion	ASTM D 130	3 max.
13.	Distillate Fuel (fuel shall contain no residual)	None	100%

C36 FUEL OIL, INTERMEDIATE, GRADES RMB-10 (IFO 60)/RME-25 (IFO 180)/RMG-35 (IFO 380) (DESC MAY 1997)

Product shall conform to ISO 8217:1996 or ASTM D 2069-91. Product conforming to ASTM D 2069-91 shall meet the following additional requirements:

REQUIREMENTS	**GRADE RMB-10 (IFO 60)**	**GRADE RME-25 (IFO-180)**	**GRADE RMG-35 (IFO 380)**	**TEST METHOD**

Density @15°C, kg/m^3, max	981.0	991.0	991.0	ISO 3675/12185
Aluminum plus silicon, mg/kg, max	80	80	80	ISO 10478
Total Sediment, potential, %(m/m), max	0.10	0.10	0.10	ISO 10307-2

ATTACHMENT 7
POTABLE WATER SPECIFICATIONS

The following are Potable Water specifications used for this contract.

NATIONAL PRIMARY DRINKING WATER REGULATIONS (NPDWR) BUREAU OF MEDICINE AND SURGERY (BUMED) TREATED WATER QUALITY STANDARDS /ENVIRONMENTAL PROTECTION AGENCY

CONTAMINANT	MCLG (mg/L) 1	MCL (mg/L)	AL (mg/L 2)
ASBESTOS	7 million fibers/L longer that 10 micrometers		7 million fibers/L longer than 10 micrometers
ARSENIC	0.05		
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3	1.3 3	
LEAD 0	0.0154		
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
Total NITRATE and Nitrite (as N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE	4	4	

(1) Maximum contaminant level goal (MCLG). The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are no enforceable health goals.
(2) Action level (AL). Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.
(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the “90th percentile” copper level is greater that 1.3 mg/L).
(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the “90th percentile” lead level is greater than 0.015 mg/L).

Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	MCLG (mg/L)	MCL (mg/L)

BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 – DICHLOROETHANE	0	0.005
1,1 – DICHLOROETHYLENE	0.007	0.007
PARA DICHLOROBENZENE	0.075	0.075
1,1,1 – TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.06
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 – DICHLOROPROANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES	10	10

Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) (effective 01 January 1993)

CONTAMINANT	MCLG (mg/L)	MCL (mg/L)
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05

ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3- CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S(AS DECACHLORBIPHENYL)	0	0.0005
ALDICAR	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10(1)

Note:

(1) The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

Microorganisms	MCLG1(mg/L)2	MCL or TT1(mg/L)2
Cryptosporidium	as of 01/01/02:0	as of 01/01/02:TT 3
Giardia lamblia	0	TT3

Heterotrophic plate count	n/a	TT3
Legionella	0	TT3
Total Coliforms (including fecal coliform and E. Coli)	zero	5.0%4
Turbidity	n/a	TT3
Viruses (enteric)	zero	TT3

Note:
1 Definitions:
Maximum Contaminant Level (MCL) - The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to MCLGs as feasible using the best available treatment technology and taking cost into consideration. MCLs are enforceable standards.
Maximum Contaminant Level Goal (MCLG) - The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety and are non-enforceable public health goals.
Maximum Residual Disinfectant Level (MRDL) - The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
Maximum Residual Disinfectant Level Goal (MRDLG) - The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
Treatment Technique - A required process intended to reduce the level of a contaminant in drinking water.
2 Units are in milligrams per liter (mg/L) unless otherwise noted. Milligrams per liter are equivalent to parts per million.
3 EPA's surface water treatment rules require systems using surface water or ground water under the direct influence of surface water to (1) disinfect their water, and (2) filter their water or meet criteria for avoiding filtration so that the following contaminants are controlled at the following levels:

- Cryptosporidium: (as of January 1, 2002) 99% removal/inactivation
- Giardia lamblia: 99.9% removal/inactivation
- Viruses: 99.99% removal/inactivation
- Legionella: No limit, but EPA believes that if Giardia and viruses are removed/inactivated, Legionella will also be controlled.
- Turbidity: At no time can turbidity (cloudiness of water) go above 5 nephelolometric turbidity units (NTU); systems that filter must ensure that the turbidity go no higher than 1 NTU (0.5 NTU for conventional or direct filtration) in at least 95% of the daily samples in any month. As of January 1, 2002, turbidity may never exceed 1 NTU, and must not exceed 0.3 NTU in 95% of daily samples in any month.
- HPC: No more than 500 bacterial colonies per milliliter.

4 No more than 5.0% samples total coliform-positive in a month. (For water systems that collect fewer than 40 routine samples per month, no more than one sample can be total coliform-positive). Every sample that has total coliforms must be analyzed for fecal coliforms. There may not be any fecal coliforms or E. coli.
5 Fecal coliform and E. coli are bacteria whose presence indicates that the water may be contaminated with human or animal wastes. Disease-causing microbes (pathogens) in these wastes can cause diarrhea, cramps, nausea, headaches, or other symptoms. These pathogens may pose a special health risk for infants, young children, and people with severely compromised immune systems.

Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites which are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Sampling requirements for the Navy public water system apply.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Auto analysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the Multiple-Tube Fermentation (MTF) Technique; and the Membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use applies.

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, unless the Contracting Officer on a case-by-case basis waives this requirement.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the Contracting Officer may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before.

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms, or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements which apply when a sample is fecal coliform-positive.

Turbidity: The MCL for turbidity applies to both community water systems and non community water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at Contracting Officer option).

b. Five turbidity units (maximum) average for 2 consecutive days.

The MCL for Radiological Contaminants are:

Gross alpha particle activity including radium 226 but excluding radon and uranium . . . . . 15 pCi/L

Beta particles and photon emitters ……4 millirems / year

Combined radium 226 and radium 228 . . . . . .5 pCi/L

Tritium . . . . . 20,000 pCi/L

Strontium-90. . . . . 8 pCi/L

Uranium …….. 30ug/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

National Secondary Drinking Water Regulations (NSDWR) The Secondary Maximum Contaminant Levels (MCLs)

CONTAMINANT	MCL (mg/L)
ALUMINUM	0.05 TO 0.02
CHLORIDE	250
COLOR	15 COLOR UNITS
COPPER	1
CORROSIVITY	NONCORROSIVE
FLUORIDE	2
FOAMING AGENTS	0.5
IRON	0.3
MANGANESE	0.05
ODOR	3 THRESHOLD ODOR NUMBER
PH	6.5 - 8.5
SILVER	0.10
SULFATE	250
TOTAL DISSOLVED SOLIDS (TDS)	500
ZINC	5

Note: The contaminants covered by this regulation are those that may adversely affect the aesthetic quality of the drinking water. These secondary levels represent goals for drinking water quality but are not Federally enforceable.

(3) The reception, handling, storage, and delivery of potable water to ship's water systems shall be carried out under completely sanitary conditions.

(4) For pierside berthing, delivery shall be made by hose from the pier whenever possible. If barge service is deemed necessary, the Contractor shall ascertain from the ship's Supply Officer the exact amount needed prior to making delivery.

(5) The Contractor shall make deliveries during normal working hours, unless otherwise approved by the ship's Supply Officer or his/her authorized representative.

(6) All equipment, trucks and barges used by the Contractor in performance of these services shall be subject to inspection and test by an authorized representative of the U.S. Government as the Contracting Officer may specify. Final inspection/acceptance shall be subject to approval by the ship's Chief Engineer or his/her authorized representative. The U.S. Government inspectors shall be entitled to inspect the equipment, trucks, and barges at all reasonable times, as often as they may deem necessary, and at such reasonable place or places as the U.S. Government may specify.

(7) The Contractor shall, without cost to the U.S. Government, furnish the necessary personnel and facilities to conduct such test and examination of samples of water and barges used hereunder as the Government inspector may designate, to determine the extent or possibility of contamination of such water, equipment, and barges. The Contractor may, at its option and cost, have the tests conducted by a recognized Sanitary Inspector provided that the performance of the tests and examinations by such Sanitary Inspection has been approved in advance and in writing by the U.S. Government Inspector.

(8) All tests and examinations, whether performed by or on behalf of the Contractor, shall be conducted in the presence of the U.S. Government Inspector.

(9) The Contractor agrees to furnish such reports and execute such forms as the U.S. Government may require in connection with services performed under this contract and further agrees that requests for such reports and execution of such forms will be executed promptly.

ATTACHMENT 8
WATER TAXI SPECIFICATIONS

The following are Water Taxi specifications used for this contract.

1. **Compliance** - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2**. Quality of Equipment** - All equipment provided must be in sound mechanical condition, free of rust, meet all safety standards required by local law and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3**. Quality of Services** - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. **Inspection and Acceptance** - The Contractor shall pre-inspect the boats he provides using the specifications set forth below and provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the Contracting Officer (KO). The KO will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the KO shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor and report the discrepancy to the ship's Supply Officer and the NRCC KO, and by message info COMLOG WESTPAC and the operational chain of command up to and including COMPACFLT. The specifications are as follows:

4.1. Boats furnished under this contract shall be watertight, strong, seaworthy, in sound mechanical condition, free of debris, and properly fitted for the safe and efficient transport of passengers. Maintenance, safety, and other periodic inspections shall be performed as required by local laws and regulations.

4.2. The following shall be readily available for inspection, in English:

4.2.1. Current operator's/captain's license and qualifications.
4.2.2. Current local Government inspection.

4.3. The following shall be conspicuously posted/stenciled/labeled, in English:

4.3.1. Passenger/weight capacity.
4.3.2. Location and number of life jackets.
4.3.3. Location of life saving equipment.
4.3.4. Location of exits (if not obvious).
4.3.5. Emergency Procedures

4.4. Material condition of vessel:

4.4.1. Satisfactory structural and watertight integrity.
4.4.2. Railings, guardrails and lifelines effective and soundly attached to the hull.
4.4.3. Seating properly attached.
4.4.4. Satisfactory provision for drainage of water over the side **(**may not be applicable to all boat sizes and designs (e.g., speedboats)**)**.
ii. Adequate number of and unobstructed locations for access/egress points, with suitable and accessible handrails.
iii. All material effectively stowed. Free of potential flight hazard (missile hazards), gear adrift and trip hazards.

4.5. Machinery:

4.5.1. Main propulsion and pertinent auxiliary machinery/equipment essential to boat operation in satisfactory condition and operational..
4.5.2. Sea and bilge suction valves working (if installed).
4.5.3. Bilge plug installed (if applicable to particular boat design).
4.5.4. Bilge and suction strainers/dewatering equipment test satisfactorily (if appropriate for particular boat design).
4.5.5. Steering apparatus operational.
4.5.6. Bilges free of flammable liquids.

4.6. Electrical:

4.6.1. Cables and wiring in satisfactory condition, free of crimping and no exposed bare wires and connections.
4.6.2. Navigation lights operational.
4.6.3. Deck lights operate (if appropriate for particular boat design).
4.6.4. All lighting and electrical fixtures properly mounted and connected.
4.6.5. Emergency lighting appropriate to boat's size and design is readily available and functions properly. (hand held battery powered light may be adequate).
4.6.6. Rotating electrical machinery in satisfactory condition and working order (if applicable).
4.6.7. Storage batteries properly vented, securely strapped and properly connected.

4.7. Lifesaving equipment:

4.7.1. Life preservers/jackets
4.7.1.1. Sufficient number for maximum passenger capacity plus crew.
4.7.1.2 Stowed in accessible and identifiable locations.
4.7.2. First aid kit(s) readily identifiable (minimum of one per boat)
4.7.3. Life rings with automatically activated distress light -
4.7.3.1 Readily deployable.
4.7.3.2 Sufficient number for size of boat (minimum of one per boat).
4.7.4. Distress signaling device (portable air horn, flares, etc.)

4.8. Firefighting equipment:

4.8.1. Portable fire extinguishers -
4.8.1.1 Properly charged.
4.8.1.2 Accessibly mounted.
4.8.1.3 Sufficient number for size and configuration of vessel (minimum one located near engine compartment and at least one extinguisher for each passenger area).

4.8.2. Installed systems in operational.

4.9. Operator qualifications:

4.9.1. Boat operators shall have all certifications required and issued by the local Government for the operation of the type, class, or size of boat being operated by such personnel.
4.9.I.2. Boat operators shall have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

4.10. Operational requirements:

4.10.1. Operation of the boat will be in a safe and seaworthy manner and shall be manned by a crew of no less than two persons at all times.
4.10.2. Consumption or sale of alcoholic beverages will not be permitted board the boat.

4.11. Miscellaneous:

4.11.1. Anchor and rope/chain sufficient for size of vessel.
4.11.2. Low visibility signaling device (whistle/bell/horn) operational
4.11.3. Area charts (where available) and either a lighted compass and/or a boat compass with sufficient portable lighting available.
4.11.4. Two-way radio capable of bridge-to-bridge communications plus a battery back-up.
4.11.5. Access to a safe shore landing (as determined by the KO, Technical, and/or the ship's Commanding Officer) is available for loading and unloading of passengers.
4.11.6. Hand held battery powered emergency lighting.

4.12. Optional equipment as required:

4.12.1. By local law, port specific, and/or environmental.
4.12.2. Operational Radar.

4.13. Contractor reports: The Contractor shall provide the Commanding Officer of serviced ship a copy of the most recent contract specifications and Contracting Officer's inspection.

4.14. Commanding Officer's Authority/Right Of Refusal

4.14.1. Boats offered for service to ships on pre-approved lists will have been inspected as part of the contracting process. However, the condition of the offered boat may change after the inspection. Therefore, pre-approval notwithstanding, the final decision to use a boat rests with the ship's Commanding Officer.

4.14.2. The Commanding Officer, or his designated representative, will inspect all boats prior to accepting them for service and daily thereafter. If the boat's condition is not in accordance with the requirements of the contract, the ship's Commanding Officer, or his designated representative, may reject the boat.

4.14.3. In the event an item of critical safety equipment listed above is missing from the boat offered for service, the ship's Commanding Officer, or his designated representative, will have the option of either furnishing the missing item(s), with adequate consideration, or rejecting the boat.

5. **Onboard Security**: During the term of this contract, the ship to be serviced agrees to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and other personnel who may be transported. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

6. **Boat Capacity**: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

7. **Inspection/Acceptance:** Each boat to be used in the performance of this contract shall be inspected by the Contracting Officer and/or an authorized Government Inspection Team prior to acceptance. The inspector(s) will use the guidelines set forth in the provision entitled "Inspection and Acceptance" (subsection 4). Notwithstanding the above inspection requirements, the Commanding Officer or his designated representative shall make an initial inspection in all cases to ensure boats meet contract specifications. Failure to meet applicable requirements will be reported in accordance with subsection (4) above. Additionally, at least daily thereafter, a representative designated by the Commanding Officer will inspect the boats being utilized to ensure their safety.

8. **Deficient Boat** - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price.

9. **Government Furnished Property** - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the KO should be notified immediately of the circumstances surrounding the deficiency so that appropriate action, which could include an adjustment in contract price, can be taken. If the KO is not on site, notification will be sent by message.

ATTACHMENT 9

PAST PERFORMANCE REFERENCE FORM

(Maximum three (3) references) (During last three (3) years)

1. Offerors Name:	

2. Name and Contract Information for the Reference Company :

Name Of Company	
Address of Company	
Name of Contact	
Phone No.	
Fax No.	
E-mail Address	

3. **Information for Each Contract Performed (Limit of 3 contracts per Reference Company)**

Contract Number 1	
Title of work performed	
Dollar value of Contract (US$)	
Type of ships serviced	
Size of ships serviced	
Number of crew per ship	
Number of ships serviced simultaneously	
No. of days that two or more vessels were serviced simultaneously	

Contract Number 2	
Title of work performed	
Dollar value of Contract (US$)	
Type of ships serviced	
Size of ships serviced	
Number of crew per ship	
Number of ships serviced simultaneously	
No. of days that two or more vessels were serviced simultaneously	

Contract Number 3	
Title of work performed	
Dollar value of Contract (US$)	
Type of ships serviced	
Size of ships serviced	
Number of crew per ship	
Number of ships serviced simultaneously	
No. of days that two or more vessels were serviced simultaneously	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	16-Jun-2006	SEE SCHEDULE	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD. LEONARD FRANCIS 404 TELOK BLANGAH RD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-0002
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 12-Jun-2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Contract Terms&Conditions-Commercial Items-FAR 52.212-4(May99) para c changes.

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssns01068781

Correct contract totals
The purpose of this modification is to correct the estimated award total in Block 26 of the SF 1449 which should read as US$39,465.00 vice US 43,145.00.
All other terms and conditions of the contract remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED 15-Jun-2006
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by $3,680.00 from $43,145.00 to $39,465.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The unit price amount has decreased by $3,680.00 from $43,145.00 to $39,465.00.
The total cost of this line item has decreased by $3,680.00 from $43,145.00 to $39,465.00.

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by $3,680.00 from $43,145.00 to $39,465.00.

CLIN 0001:

AA: FUNDS SHALL BE PROVIDED AT THE TIME OF THE ORDER (CIN 000000000000000000000000000000) was decreased by $3,680.00 from $43,145.00 to $39,465.00

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	22-Jun-2006	SEE SCHEDULE	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD. LEONARD FRANCIS 404 TELOK BLANGAH RD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-0002
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 12-Jun-2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual Agreement & FAR 52.243-1 & para (o) FAR 52-212-4 Changes

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssns01069289

1. The purpose of this modification is to add Class IA - III management fees/modify Fender language in Overview Section of the above-numbered contract.

a. The attached revised Exhibit A incorporates the changes and estimated amount in management fees totalling $6,300.00. The estimated total of the contract, inclusive of port tariffs, is increased from $39,465.00 to a new estimated total of $ 45,765.00.

b. Under Section B, Supplies or Services and Prices, Overview, the following sub-paragraph is deleted:

FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge. Car and/or truck tires are not to be used as Fenders or Camels. See replaced paragraph highlighted in yellow under that section.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 22-Jun-2006

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $6,300.00 from $39,465.00 to $45,765.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The unit price amount has increased by $6,300.00 from $39,465.00 to $45,765.00.
The total cost of this line item has increased by $6,300.00 from $39,465.00 to $45,765.00.

The following have been modified:

OVERVIEW

OVERVIEW OF CONTRACT

1. OBJECTIVE - The objective of this contract is to obtain husbanding services U.S. Navy ships visiting Bangladesh.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) at any berthing or anchoring location in the port of Chittagong.

2.2. The individual HS items provided under this contract are listed in Section B, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).

2.3. The Contractor is required, when requested, to assist the ship in obtaining additional items the vessel may require while in port.

2.4. The holder of this contract is a US Navy contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price Requirements contract. The Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services.

4. DURATION OF CONTRACT - This contract is for four months. Additionally, the contract will include FAR 52.217-8 OPTION TO EXTEND SERVICES clause. The possible contract duration is ten months (10) months if the six (6) month extension of services is exercised under FAR 52.217-8.

5. CONTRACT USERS

5.1. Mandatory Users - U.S. Navy ships visiting locations covered under this contract are required to use this contract if HSs are requested (with the exceptions noted below). Ship classifications are listed in Attachment 2.

5.2. Optional Users - The following types of U.S. ships are not required to use this contract but may use it if desired. The Contractor is obligated to provide the service or supply at the same rates listed in The Schedule:

- Military Sealift Command Ships (USNS)
- U.S. Coast Guard (USCG) Ships
- U.S. Army Ships
- DoD Chartered Ships
- U.S. Government personnel conducting business in locations under this contract.

5.3. Exceptions: The Government has the choice to use or not use this contract under the following types of situations:

- During U.S. Military Exercises or Operations.
- When Host Nation provided support is available.
- When U.S. Government owned supplies or services are available.
- When ship repair work is being done in conjunction with the Port Visit.

6. MULTIPLE SHIP VISITS - The contractor is required to be able to simultaneously Husband a maximum of 2 ships at one time.

7. ESTIMATED QUANTITIES - The number of ship visits and required services or supplies are only estimates. There is no guarantee that the government will meet or exceed the estimates. The ship is not obligated to use all items in The Schedule.

8. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities, or finally provide it themselves to include subcontractors. The Schedule lists what items are available through HN and Port Authorities.

9. RESERVED - MARK V (HSIC) SPECIAL OPERATIONS CRAFT - Mark V (HSIC) Special Operations Craft may be in port or in the direct vicinity for up to 90 days conducting operations. The Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and Management fees will be based on the total fee for the pair of boats. Attachment 2 provides details.

10. LONG TERM SHIP VISITS – For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The contractor would charge $300 for the first day, $100 for the subequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit. During the period of reduction, the Contractor is relieved of all husbanding requirements specified by the Contracting Officer, Ordering Officer and / or AGR as unnecessary; and shall continue to provide only those services specifically authorized by the Contracting / Ordering Officer via verbal and /or written modification of the delivery order (CHT, trash removal, potable water etc).

11. RESERVED - SHIPYARDS - U.S. Navy Ships in shipyards may order off of this contract without incurring Management Fees.

12. OTHER PERSONNEL – Other U.S. personnel conducting business at locations covered by this contract may order off of the contract without incurring Management Fees. These orders do not involve continuous management of husbanding services and maybe for items such as vehicles, phones or other services.

13. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English.

14. STANDARDS FOR PROFESSIONAL SERVICES

14.1. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

14.2. The Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

14.3. The Contractor is responsible for ensuring that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

14.4. The Contractor will ensure that subcontractors comply with these requirements.

14.5. The Contractor is reminded that it must comply with all applicable laws and regulations pertaining to Ethics and Standards of Conduct. The Contractor shall refrain from providing gratuities, upgrades, entertainment, food, parties and any other prohibited items.

15. HEIGHTENED VIGILANCE - The contractor has an obligation to be alert at all times in order to contribute to the protection of the ship and its crew. The contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The contractor also has an obligation to report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

16. The Contractor will fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the Contractor will identify to Navy Force Protection Personnel and NCIS representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The Contractor will arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

17. EQUIPMENT - All vehicles, watercraft, and equipment provided under this contract must be in sound mechanical condition, be in compliance with local laws and specifications under this contract, meet all local safety standards, and have all required current certifications and insurance.

18. RESERVED – (GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM))

19. CONTRACT PRICING

19.1. Contract Currency – All contract prices are in U.S. Dollars (US$).

19.2. Fixed Price - Prices are firm-fixed-price per unit and are inclusive of ALL costs.

19.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

19.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

19.2.3. Pre-Positioning / Pre-Staging. All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

19.2.4. Repositioning equipment. All repositioning of equipment when required shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

19.2.5. All local Government taxes are included in the unit cost.

19.3. Port Tariff (PT) or other controlled prices - (See Exhibit B - Port Tariffs) Items listed as PT where a port or local government type organization controls the price will be paid at the current published rates. For example, if a port provides the Tug boat then the Contractor can only charge the U.S. Government what was charged for the Tug by the port.

19.4. Time Calculations. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged.

19.5. Demurrage. Demurrage charges shall only be charged if the Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a CHT truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but was not attended to until 1500 hrs when pumping begins. The contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs). Demurrage charges will be charged as stated in the schedule of supplies and services. This only applies to CLINS that have demurrage charges as sub-CLINs.

20. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

APPROX	Approximately
AMPS	Amperes
CU	Cubic
DY	Day
EA	Each
FT	Foot
GL	Gallon (3.785 Liters)
HR	Hour
IDD	International Direct Dialing
ITT	Information, Tickets and Tours
JB	Job
KG	Kilogram
LB	Pound
LO	Lot
M	Meter
MIN	Minimum
MT	Metric Ton
NCIS	Naval Criminal Investigative Services
NSP	Not Separately Priced
PAX	Passenger
PK	Packet
PR	Pair
PT	Port Tariff
QTY	Quantity
BN	Bangladesh Navy
SVCS	Services
TP	Trip

21. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any supply or service.

- CAMELS: See Fenders

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the year of the contract. The base year is zero (0), the first Option Year is one (1), and the second Option Year is two (2). (For example a base year would be 0XXX, and the first Option Year is 1XXX, and the second Option Year is 2XXX.) The second digit indicates the Lot number. (For example Lot 1 would be X1XX, Lot II would be X2XX) If there are no Lots in the contract then the second digit will be zero. (For example X0XX) The third and fourth digits are the service or supply item number. (For example XX01 is the first item, XX02 is the second item, and so forth.) If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX12 for Force Protection could be divided into XX12AA for Beach Guard Office and XX12AB Dive and Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: A calendar day.

- Delivery Order (D.O.): A delivery order is an order for supplies placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge. Car and/or truck tires are not to be used as Fenders or Camels.

- FORCE PROTECTION (FP). Security measures to protect a ship and their crew from dangerous situations such as terrorist actions. FP includes taking as many steps as possible to deter an attack. The HS contractor is responsible for contract FP items.

- GARBAGE: See Attachment 1 – Refuse Definitions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL: Items fully transferred to the Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Government tax is a levy on goods and services made in the local country. The tax rate will vary from with the location. U.S. Navy is usually exempt from Government Taxes.

- HOST NATION: The country, which is being visited by the U.S. ship.

- HUSBAND: To provide all supplies and services requested by a ship during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other contractors work with the ship, assisting with Non-Contract item requests, and generally taking care of all the needs of the ship and personnel on board. It should utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION:

Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPERATELY PRICED (NSP): Item that is not seperately priced. Cost of the item should be factored into the Mangement Fee.

- POINT OF CONTACT (POC): A designated individual who is responsible for an item and is a single interface. The individual must be knowledgeable of the item and be able to answer questions and make decisions or obtain a decision when required.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples are pilot services, tugs, security guards, and potable water. The Contractor has no control over the price and the ship will pay the prevailing rate at the time of service.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- RESERVED: An item not used in this contract.

- RUBBISH: See Attachment 1 – Refuse Definitions.

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and is authorized to sign contracts and place orders.

- Task Order (T.O.): A task order is an order for services placed against an established contract or with Government sources.

- TRASH: See Attachment 1 – Refuse Definitions.

22. CONTRACTOR REPRESENTATIVE – The Government shall contact the following Contractor person(s) for prompt contract management:

Name of Individual:	LEONARD G. FRANCIS
Title of Individual:	MANAGING DIRECTOR
Mailing Address:	GLENN DEFENSE MARINE (ASIA) PTE. LTD. GLENN BLDG, 404 TELOK BLANGAH ROAD SINGAPORE 098840
Tel No. (Work):	+65 62727937
Fax No. (Work):	+65 62729481
Mobile phone:	+65 97983155 / +6597983163
E-mail address:	leonard@glennmarinegroup.com

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by $6,300.00 from $39,465.00 to $45,765.00.

CLIN 0001:

AA: FUNDS SHALL BE PROVIDED AT THE TIME OF THE ORDER (CIN 000000000000000000000000000000) was increased by $6,300.00 from $39,465.00 to $45,765.00

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00003	27-Sep-2006	SEE SCHEDULE	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD. LEONARD FRANCIS 404 TELOK BLANGAH RD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-0002
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 12-Jun-2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Option to extend services, FAR 52.217-8

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssns010617821

Option extension through 6 mth
The performance period is extended through 11 Apr 06.
All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	27-Sep-2006

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER N4034506RCSG0008

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-06-D-0003	20-Jun-2006		N40345-06-Q-1002	05-Jun-2006

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)* 8. OFFER DUE DATE/LOCAL TIME 02:00 PM 09 Jun 2006

9. ISSUED BY CODE N40345

U.S. FLEET AND INDUSTRIAL SUPPLY CENTER
DET SINGAPORE
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SMALL BUSINESS
  - [ ] HUBZONE SMALL BUSINESS
  - [ ] 8(A)

NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [X] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING 12

14. METHOD OF SOLICITATION
- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE LTD.
LEONARD FRANCIS
404 TELOK BLANGAH RD
SINGAPORE 098840

TEL. 656-272-9481

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED
- [ ] SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$52,275.00

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE HSMALDIVES
- [X] OFFER DATED 09-Jun-2006 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED 20-Jun-2006

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) Contracting Officer

TEL: (b)(6), (b)(7)(C)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)		PAGE 2 OF 53

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001					
	Base Period - Husbanding Service FFP See Exhibit A for a complete listing of all CLINS and SUBCLINS for this CLIN. FOB: Destination				
				ESTIMATED NET AMT	$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
9001		1	Lot	$52,275.00	$52,275.00
	Exhibit A - ELIN's FFP Husbanding Services Maldives Price shall be in US dollars and inclusive of weekend, overtime/holiday rates, mobilization, demobilization, pre-positioning and applicable disposal/quarantine fees unless otherwise stated. FOB: Destination PURCHASE REQUEST NUMBER: N4034506RCSG0008				
				ESTIMATED NET AMT	$52,275.00
	ACRN AA CIN: 00000000000000000000000000000				$52,275.00

OVERVIEW SECTION III
OVERVIEW OF CONTRACT

1. OBJECTIVE - The objective of this contract is to obtain husbanding services U.S. Navy ships visiting Maldives.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) at any berthing or anchoring location in the port of Maldives.

2.2. The individual HS items provided under this contract are listed in Section B, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).

2.3. The Contractor is required, when requested, to assist the ship in obtaining additional items the vessel may require while in port.

2.4. The holder of this contract is a US Navy contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price Requirements contract. The Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services.

4. DURATION OF CONTRACT - This contract is for six months. Additionally, the contract will include FAR 52.217-8 OPTION TO EXTEND SERVICES clause. The possible contract duration is twelve (12) months if the six (6) month extension of services is exercised under FAR 52.217-8.

5. CONTRACT USERS

5.1. Mandatory Users - U.S. Navy ships visiting locations covered under this contract are required to use this contract if HSs are requested (with the exceptions noted below). Ship classifications are listed in Attachment 2.

5.2. Optional Users - The following types of U.S. ships are not required to use this contract but may use it if desired. The Contractor is obligated to provide the service or supply at the same rates listed in The Schedule:

- Military Sealift Command Ships (USNS)
- U.S. Coast Guard (USCG) Ships
- U.S. Army Ships
- DoD Chartered Ships
- U.S. Government personnel conducting business in locations under this contract.

5.3. Exceptions: The Government has the choice to use or not use this contract under the following types of situations:

- During U.S. Military Exercises or Operations.
- When Host Nation provided support is available.
- When U.S. Government owned supplies or services are available.
- When ship repair work is being done in conjunction with the Port Visit.

6. RESERVED - MULTIPLE SHIP VISITS

7. ESTIMATED QUANTITIES - The number of ship visits and required services or supplies are only estimates. There is no guarantee that the government will meet or exceed the estimates. The ship is not obligated to use all items in The Schedule.

8. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities, or finally provide it themselves to include subcontractors. The Schedule lists what items are available through HN and Port Authorities.

9. RESERVED

10. RESERVED

11. RESERVED - SHIPYARDS - U.S. Navy Ships in shipyards may order off of this contract without incurring Management Fees.

12. OTHER PERSONNEL – Other U.S. personnel conducting business at locations covered by this contract may order off of the contract without incurring Management Fees. These orders do not involve continuous management of husbanding services and maybe for items such as vehicles, phones or other services.

13. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English.

14. STANDARDS FOR PROFESSIONAL SERVICES

14.1. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

14.2. The Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

14.3. The Contractor is responsible for ensuring that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

14.4. The Contractor will ensure that subcontractors comply with these requirements.

14.5. The Contractor is reminded that it must comply with all applicable laws and regulations pertaining to Ethics and Standards of Conduct. The Contractor shall refrain from providing gratuities, upgrades, entertainment, food, parties and any other prohibited items.

14.6. The Contractor shall cooperate in the reporting and investigation of any environmental or health incident connected with the services provided under the contract.

15. HEIGHTENED VIGILANCE - The contractor has an obligation to be alert at all times in order to contribute to the protection of the ship and its crew. The contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The contractor also has an obligation to report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

16. COOPERATION - The Contractor will fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the Contractor will identify to Navy Force Protection Personnel and NCIS representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The Contractor will arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

17. CONTRACTOR PROVIDED EQUIPMENT - All vehicles, watercraft, and equipment provided under this contract must be in sound mechanical condition, be in compliance with local laws and specifications under this contract, meet all local safety standards, and have all required current certifications and insurance.

18. RESERVED – (GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM))

19. CONTRACT PRICING

19.1. Contract Currency – All contract prices are in U.S. Dollars (US$).

19.2. Fixed Price - Prices are firm-fixed-price per unit and are inclusive of ALL costs.

19.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

19.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

19.2.3. Pre-Positioning / Pre-Staging. All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

19.2.4. Repositioning equipment. All repositioning of equipment when required shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

19.2.5. All local Government taxes are included in the unit cost.

19.3. Port Tariff (PT) or other controlled prices - (See Exhibit B - Port Tariffs) Items listed as PT where a port or local government type organization controls the price will be paid at the current published rates. For example, if a port provides the Tug boat then the Contractor can only charge the U.S. Government what was charged for the Tug by the port.

19.4. Time Calculations. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged.

20. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

DY	Day
EA	Each
GL	Gallon (3.785 Liters)
HR	Hour
JB	Job
LO	Lot
NSP	Not Separately Priced
PT	Port Tariff
TP	Trip

21. ORDERING ITEMS ON CONTRACT

21.1. Authorized Ordering. Only Authorized Government Representatives (AGRs) can place orders against this contract. AGRs for this contract are;

Warranted ship Supply Officers (SUPPOs) of the ship visiting the port.
FISC Det Singapore Logistics Support Center (LSC) personnel authorized to issue Logistics Requirements (LOGREQs)
Any FISC Det Singapore warranted Contracting Officer.

21.2. Written Orders. All requests for Services and Supplies must be documented by an AGR with a written Task or Delivery Order using a SF 1449 or DD Form 1155. Orders should be given as soon as possible but no later than 48 hours prior to ship arrival.

21.3. Oral Orders. AGR oral orders are authorized for less than $100,000.00. Written confirmation of the oral order must be provided to the Contractor within ten (10) working days.

21.4. LOGREQ Orders. Issuance of a LOGREQ shall constitute placement of an order. The AGR will need to confirm the LOGREQ order with a Task or Delivery Order prior to invoicing.

21.5. Short Notice Orders. Occasionally, there may be short notice orders of less than 24 hours which the Contractor should support if possible. If the Contractor cannot support these requirements then AGR may solicit other companies to perform the work.

21.6. Method of Ordering. Orders may be issued by phone, facsimile or by E-mail.

22. ORDERING NON-CONTRACT ITEMS

22.1. Non-Contract items may be requested using standard procurement procedures. Once requested, the contractor will assist in obtaining the item.

22.2. The contractor will provide a separate invoice for all Non-Contract Items with supporting documentation to the ship SUPPO for payment.

23. CANCELLATIONS

23.1. Orders may be cancelled orally or in writing. Oral cancellations will be followed-up with a written confirmation to the Contactor within ten (10) working days.

23.2. An order may be cancelled 24 hours before the start of the service or delivery of the supply item and the government will not be liable for any charges. For an order not cancelled at least twenty-four (24) hours in advance, the AGR is responsible for cancellation costs to be negotiated under the “Termination for the Government’s Convenience” (FAR 52.212-4 (1)) section included in this contract. In all cases, the HS contractor is responsible for mitigating any damage or termination costs incurred because of the cancellation.

23.3. In extreme cases where an order was cancelled 24 hours in advance but the contractor incurred costs because the item had to be ordered early due to a long lead time, then the Contractor may request reimbursement of those costs. This will also be negotiated under the FAR 52.212-4 (1) clause.

24. PAYMENTS

24.1. The ship SUPPO or Disbursing Officer will pay all bills prior to ship departure with the exceptions listed below.

24.2. The Contractor shall prepare the invoice with supporting documentation for contract items and present it to the ship SUPPO with sufficient time prior to departure to allow payment. The Contractor will estimate usage for PT or To Be Determined (TBD) items if not known. The ship will pay the invoice using a U.S. Treasury check, cash, or credit card.

24.3. Credit Cards - The contractor must accept the U.S. Government Commercial Purchase Card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPR is MasterCard.

24.4. In some cases, such as where the ship had to depart early or bills came in after the ship departed, NRCC Singapore will pay unpaid invoices (for U.S. Navy ships only). However, it is the Contractor’s responsibility to

ensure that the proper information is on the invoice and supporting documentation is provided. The Contractor must contact the ship to get missing information.

25. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any supply or service.

- CAMELS: See Fenders

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the year of the contract. The base year is zero (0), the first Option Year is one (1), and the second Option Year is two (2). (For example a base year would be 0XXX, and the first Option Year is 1XXX, and the second Option Year is 2XXX.) The second digit indicates the Lot number. (For example Lot 1 would be X1XX, Lot II would be X2XX) If there are no Lots in the contract then the second digit will be zero. (For example X0XX) The third and fourth digits are the service or supply item number. (For example XX01 is the first item, XX02 is the second item, and so forth.) If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX12 for Force Protection could be divided into XX12AA for Beach Guard Office and XX12AB Dive and Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: A calendar day.

- Delivery Order (D.O.): A delivery order is an order for supplies placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge. Car and/or truck tires are not to be used as Fenders or Camels.

- FORCE PROTECTION (FP). Security measures to protect a ship and their crew from dangerous situations such as terrorist actions. FP includes taking as many steps as possible to deter an attack. The HS contractor is responsible for contract FP items.

- GARBAGE: See Attachment 1 – Refuse Definitions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL: Items fully transferred to the Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Government tax is a levy on goods and services made in the local country. The tax rate will vary from with the location. U.S. Navy is usually exempt from Government Taxes.

- HOST NATION: The country, which is being visited by the U.S. ship.

- HUSBAND: To provide all supplies and services requested by a ship during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other contractors work with the ship, assisting with Non-Contract item requests, and generally taking care of all the needs of the ship and personnel on board. It should utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION:

Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPERATELY PRICED (NSP): Item that is not separately priced. Cost of the item should be factored into the Management Fee.

- POINT OF CONTACT (POC): A designated individual who is responsible for an item and is a single interface. The individual must be knowledgeable of the item and be able to answer questions and make decisions or obtain a decision when required.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples are pilot services, tugs, security guards, and potable water. The Contractor has no control over the price and the ship will pay the prevailing rate at the time of service.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- RESERVED: An item not used in this contract.

- RUBBISH: See Attachment 1 – Refuse Definitions.

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and is authorized to sign contracts and place orders.

- Task Order (T.O.): A task order is an order for services placed against an established contract or with Government sources.

- TRASH: See Attachment 1 – Refuse Definitions.

- TRIP – From one point to another and back (round trip)

26. CONTRACTOR REPRESENTATIVE – The Government shall contact the following Contractor person(s) for prompt contract management:

Name of Individual: LEONARD G. FRANCIS

Title of Individual: MANAGING DIRECTOR

Mailing Address: GLENN BLDG, NO. 404 TELOK BLANGAH ROAD

SINGAPORE 098840

Tel No. (Work) (65) 6272-7937
Fax No. (Work) (65) 6272-9481
Mobile: (65) 97983155/97983163
E-mail address: Leonard@glennmarinegroup.com

CLAUSES INCORPORATED BY FULL TEXT

SECTION C2 – STATEMENT OF WORK

TASKS: The Contractor shall perform the following tasks when ordered by an AGR.

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 2 – Classifications of Navy Ships)

1.1. PRE-ARRIVAL HUSBANDING DUTIES

1.1.1. The Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The Contractor shall order requested services and supplies.

1.1.3. The contractor shall furnish to each ship a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated quantities and prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship's arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs.

1.1.4. These estimates shall be provided for all US Navy, Military Sea-lift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the Husbanding Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché' at the U. S. Defense Attaché Office.

1.1.6. The Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

1.1.7. The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements. For example, the HS Contractor would coordinate Provisioning contractors delivery dates, times, forklifts, cranes, stevedores, inspections, or any other item needed for them to perform their work at the berth.

1.1.8. The Contractor shall assist the ship's Advance Party to include planning and coordination meetings.

1.2. POST-ARRIVAL HUSBANDING DUTIES

1.2.1. The Contractor shall Husband the ship when at the berthing location.

1.2.2. The Contractor shall install all equipment upon ship arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The Contractor shall brief the designated ship representative about Contractor provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. Also, the contractor will provide their POC information with 24-hour contact phone numbers.

1.2.5. The Contractor shall provide a copy of Overview, The Schedule and SOW to the SUPPO.

1.2.6. Money Exchange Services

1.2.6.1. Moneychangers: The Contractor shall arrange for authorized moneychangers to exchange ship personnel U.S. dollars with local currency. The moneychangers may include a nominal commission of no more than plus or minus 1.5% difference from the Official Rate as stated below.

1.2.6.2. The Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. This Official Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.7. Laundry Services:

1.2.7.1 Arrange for laundry and dry cleaning services for the ship. Service will be available for the ship’s laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure.

1.2.7.2 Provide assistance in resolving vendor billing discrepancies.

1.2.8. Interpreter Services: Provide interpreter services using personnel fluent in both the local language and English.

1.2.9. Mail Delivery Services: Provide mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

1.2.10. The Contractor shall refer all inquiries about tours, travel, recreation or entertainment to the NRCC Singapore Morale, Welfare & Recreation (MWR) Office or designated ITT contractor. Only MWR may sell, offer to sell, or collect a fee for booking or providing accommodations, tours, travel, recreation or entertainment to the ship's crew.

1.2.11. The Contractor shall coordinate with other US Government contractors in performing their required services. Example would be coordinating provisioning contractor delivery times, dates, and equipment needed. Any disputes or discrepancies arising from the order will be resolved directly between the ship and the other contractor(s) with assistance from the HS contractor.

1.2.12. The Contractor shall facilitate the ship's timely departure.

1.2.12.1. The Contractor shall provide a cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.12.2. The Contractor must obtain an acceptable written receipt from an authorized ship personnel accepting all services or supplies provided.

1.2.12.3. The Contractor shall remove all provided equipment.

1.2.13. The Contractor shall assist ship personnel with immigration and customs requirements into their country. This includes providing Visa and Customs application forms. The Contractor shall contact the ship prior to arrival to ascertain how many personnel will require assistance.

1.2.14. Invoicing. The Contractor shall meet the following invoicing objectives:

1.2.14.1 Provide accurate invoices of delivered supplies and services rendered to the ship. Invoices shall be submitted to ship's SUPPO no later than 24 hours prior to the ship's departure.

2. RESERVED - Not to be used.

3. BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship and have a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The Contractor shall place fenders between the breasting barge and the ship.

3.3. The Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. RESERVED (BROW) (CLIN XX04)

5. RESERVED (CAMELS) (CLIN XX05)

6. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX06)

6.1. The Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

6.2. The Contractor shall pump sewage from the ship to Contractor provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

6.3. The Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

6.4. The contractor shall provide CHT hoses of sufficient length from contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6.5. When collection of CHT is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to vessel and with a minimum of four (4) mooring lines to secure alongside the ship.

6.6. The Contractor shall properly dispose of all sewage in accordance with C1. Paragraph 14. Standards For Professional Services.

6.7. The Contractor shall pre-position CHT barges when necessary in accordance with Force protection or other requirements.

7. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX07)

7.1. The Contractor shall arrange for landlines to be installed aboard the ship.

7.2. The Contractor shall provide fully charged, mobile hand phones with charges capable of using dual voltage.

7.3. The Contractor shall provide activation, auto-roaming, long distance accounts, and airtime for land and hand phones.

7.4 The Contractor shall arrange for landlines to be installed for Beach Guard. The installation charges shall be inclusive of all costs for installation and deactivation of landlines and for unlimited usage for local calls.

8. RESERVED (CRANE) (CLIN XX08)

9. RESERVED (DOCKAGE AND WHARFAGE FEE) (CLIN XX09)

10. FENDERS (CLIN XX10) - The Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

11. FLEET LANDING (CLIN XX11) - The Contractor shall provide a Fleet Landing site at designated piers. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct FP operations.

12. FORCE PROTECTION (CLIN XX12)

12.1. General: (CLINs XX01 & XX02) The Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The Contractor will follow the requirements below unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

12.1.1. Access Points: The Contractor shall establish a single entry and exit point to the pier area.

12.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

12.1.3. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

12.1.3.1. Background Checks. The Contractor shall run security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees who fail this background investigation.

12.1.3.2. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

12.1.3.3. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

12.1.4. Access Lists: The contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

12.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

12.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

12.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

12.1.5. Inspections. The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

12.1.6. Stand-Off Distances:

12.1.6.1. Objects: The Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.1.6.2. Unloading Zones: The Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship or to the maximum extent practicable.

12.1.7 Warning Signs: The Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

12.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. A clear warning must be given that the use of deadly force may be authorized by the local security guards or police force.

12.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area & Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

12.2. Non-Contract FP Measures: The contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the NRCC Singapore KO. The Contractor must explain what the FP service will entail and why it is being required. The KO will coordinate this requirement with appropriate FP personnel at NRCC and COMLOGWESTPAC. Once a decision is made then the contractor will be either authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

12.3. Beach Guard Office or Tent (CLIN XX12AA)

12.3.1. The Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ships personnel while performing security checks on personnel, baggage, and vehicles.

12.3.2. The office or tent will be large enough to accommodate a minimum of 5 people. Tents will have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions. The office or tent shall be well lighted and identified for its intended use. The contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 lb, CO2 fire extinguisher will be provided and kept fully charged.

12.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

12.4. Dive and Vetting Operations (CLIN XX12AB and CLIN XX12AC)

12.4.1. The Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

12.4.2. The pier will be vetted prior to the ships arrival.

12.4.3. The Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

12.4.5. The Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

12.5. RESERVED (FLOATING PERIMETER) (CLIN XX12AD and CLIN XX12AE)

12.6. Physical Security Barriers – (CLIN XX12AF)

12.6.1. The contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

12.6.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used. As well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

12.6.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zig zag patterns to control the speed of access.

12.6.4. A personnel entry point must be established through the barriers.

12.6.5. Barriers may also be used to seal off secondary Port gates.

12.6.6. All barriers must be placed prior to a ships arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points

12.7. Picket Boats (CLIN XX12AG)

12.7.1. The Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

12.7.2. The Contractor shall comply with Attachment 3 for picket boat operations.

12.7.3. Provide a translator fluent in English to translate for the driver of the picket boat at all times. The translator shall provide all communication between the ship personnel and the picket boat driver.

12.8. Armed and Unarmed Security Guard Services (CLIN XX12AH and XX12AJ)

12.8.1. The Contractor shall provide security guards to patrol in picket boats and at pier side to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

12.8.2. The Contractor shall comply with Attachment 4 for security guard operations.

12.8. Two Way Radios (CLIN XX12AK) The Contractor shall provide two way radio sets capable of communicating with the ship, picket boats and to the shore patrol/liberty area with designated individuals.

13. FORKLIFT WITH OPERATOR (CLIN XX13) The Contractor shall provide forklifts with operators for loading and unloading operations. Sizes in the schedule indicate the maximum lifting capacity of the forklift.

14. FUEL (CLIN XX14)

14.1. Normally, fuel is provided by the HN or by other U.S. Government bunkering contracts. However, if those sources are not available then the HS contractor may be required assist in obtaining the fuel. In that case, the Husbanding Contractor must comply with this paragraph and must ensure the attached specifications are met by the fuel provider.

14.2. If a ship requires the Husbanding Contractor to provide fuel, the Husbanding Contractor shall contact the bunkering contractor or HN source. If the HN or bunkering contractor can provide the fuel within the time needed, the Husbanding Agent shall so inform the ship. However, if the HN or US Government bunkering contractor cannot deliver the fuel when required by the ship, the Contractor shall so inform the SUPPO or NRCC and request approval to proceed. Only after this is done may the Contractor arrange for fuel delivery.

14.3. The Contractor shall only charge fuel at the daily commercial fuel rate established by the port or local authorities. The Contractor shall provide documentation of the daily rate to the SUPPO. The fuel price charged shall be free on board the ship whether at pier side or at anchor. Compensation for all husbanding efforts or costs associated with assisting in the acquisition and delivery of fuel (for instance, dealing with customs authorities) are included in, and otherwise covered by, the daily fixed husbanding services rates set out in the Schedule of Supplies/Services of this contract.

14.5. The Contractor shall provide documentation to the ship fuel officer that the fuel meets the specifications in Attachment 5 – Fuel Specifications.

14.6 The Contractor shall provide a fuel barge or truck to transport fuel to the ship.

14.7. The Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

14.8 The Contractor shall load the ordered fuel and transport to the ship. The Contractor shall transfer the fuel from the fuel barge or truck to the ship. The Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

14.9. The Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

15. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX15)

15.1. The Contractor shall remove and dispose of garbage and trash from the ship.

15.2. The Contractor shall provide dedicated refuse bins to the ship.

15.3. If collection is done by sea, the Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship, and at least four (4) mooring lines to secure alongside the ship.

15.4. The Contractor shall collect all loose refuse placed adjacent to refuse bins.

15.5. The Contractor shall immediately clean up any spilled refuse.

15.6. The Contractor shall properly dispose of all collected refuse.

16. RESERVED – (LINESBOATS) (CLIN XX16)

17. RESERVED - (LINE HANDLERS) (CLIN XX17)

18. RESERVED – (MANLIFT) (CLIN XX18)

19. MATERIAL HANDLING (CLIN XX19)

19.1. The Contractor shall provide material handling services for the ship. They will receive material shipped to them to include clearing customs, store the items, report the status of the items, deliver to the ship, and forward the items if unable to deliver.

19.2. The Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel.

20. CARGO LIGHTERAGE (CLIN XX20). The Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

21. OIL BOOMS (CLIN XX21)

21.1. Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water.

21.2. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

21.3. The Contractor shall dispose all oil waste caught in the Oil Boom.

21.4. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

22. OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX22)

22.1. The Contractor shall remove oily waste and aggregate water from the ship.

22.2. The Contractor shall pump oily waste and aggregate water from the ship to Contractor provided equipment.

22.3. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship duty engineer shall verify in writing the amount removed.

22.4. The contractor shall provide hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

22.5. When removal is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines to secure alongside the ship.

22.6. The Contractor shall properly dispose of all oily waste and aggregate water.

22.7. The Contractor shall pre-position Oily Waste Barges / Trucks when necessary, in accordance with Force protection or other requirements.

23. RESERVED – (PAINT FLOAT) (CLIN XX23)

24. PILOTS (CLIN XX24) - The Contractor shall provide pilots to navigate the ship to and from the berthing locations.

25. POTABLE WATER (CLIN XX25) - The Contractor shall deliver fresh, potable water to the intake hose of the requesting ship in accordance with Attachment 6.

26. RESERVED – (PRATIQUE) (CLIN XX26)

27. RESERVED – (REEFER CONTAINER) (CLIN XX27)

28. RESERVED – (SHORE POWER) (CLIN XX28)

29. RESERVED – (SHORE STEAM) (CLIN XX29)

30. RESERVED – (STEVEDORES) (CLIN XX30)

31. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX31)

31.1. The Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

31.2. The Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

32. TRANSPORTATION VEHICLES (CLIN XX32)

32.1. The Contractor shall provide vehicle service with drivers for official government business.

32.2. The Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

32.3. The Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

32.4. The Contractor shall provide drivers who can speak and understand English clearly.

32.5. The Contractor shall provide only vehicles with air conditioning.

32.6. The Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

32.7. The Contractor shall return all items left in rental vehicles to the ship's SUPPO or to NRCC Singapore LSC if the ship has departed.

32.8. The Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

33. TUGS (CLIN XX33)

33.1. The Contractor shall provide tugs to bring ships to and from berthing locations.

33.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

33.3. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

34. WATER TAXIS (CLIN XX34)

34.1. The Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 7.

34.2. The Contractor shall return all items left in water taxis to the ship's SUPPO.

34.3. The Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times.

35. REPORTS (CLIN XX35)

35.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit C – CRAFT Report. The report shall be submitted to the FISC Det Singapore Contracting Officer within five working days of each ship's departure.

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	SEP 2005
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	SEP 2005

CLAUSES INCORPORATED BY FULL TEXT

CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (FAR 52.212-4) (OCT 2003) - ADDENDUM

(a) Paragraph "(c)" of FAR 52-212-4. Does not apply to this solicitation.

(b) Ordering Items on Contract. Only Authorized Government Representatives (AGRs) can place orders against this contract. AGRs for this contract are:

- Warrented ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any FISC Det Singapore warranted KO or their authorized representative.

(c) Oral Orders (Indefinite Delivery Contracts) (SUP 5252.216-9402) (JAN 1999). Oral orders may be placed, provided the following conditions are complied with:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.

(3) Invoices for supplies or services furnished in response to total orders will be accompanied with a received copy of each related delivery ticket.

(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

(d) Written Orders (Indefinite-Delivery Contracts) (SUP 5252.216-9403) (JAN 1992). Written orders on Standard Form 1449/DD Form 1155 will contain the following information, consistent with the terms of the contract:

(1) Date of order;

(2) Contract number and order number;
(3) Item number and description, quantity, and unit price;
(4) Delivery or performance date;
(5) Place of delivery or performance (including consignee);
(6) Packaging, packing, and shipping instructions, if any;
(7) Accounting and appropriation data;
(8) Any other pertinent information.

(e) Cancellation Of Orders

(1) Unless otherwise provided herein, in the event an order is canceled at least 24 hours prior to the required delivery, the U.S. Government will not be liable for any charges. For any order not canceled at least 24 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled "Termination for the Government's Convenience", as negotiated. Any disagreements shall be subject to the Disputes clause in the contract.

(2) In rare cases where long lead items were ordered, the Government may negotiate cost reimbursement under the Termination for the Government's Convenience clause as stated above.

(3) In all cases, the Contractor is responsible for taking all necessary steps to mitigate any damages or termination costs on behalf of the U.S. Government.

(f) Substitutions. Substitution of ordered CLINs shall not be allowed unless authorzed and accepted in writing by the AGR and requiring activity. If accepted by the AGR or requiring vessel, substituted CLINs shall only be charged at the rate of the originally ordered CLIN. An example would be if a 20-pax bus was ordered, but was not available and substituted with two 10-pax vans. The Contractor will only be able to charge for one 20 pax bus not two 10 pax vans.

(g) Invoices And Payments

(1) Payment will be made by the ship prior to departure from the port.

(2) If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Office, U.S. Naval Regional Contracting Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury Check.

(3) It is the Contractor's responsibility to provide documents with all required information. Payment will only be made after delivery and acceptance of services.

(4) The Contractor must accept the U.S. Government commercial Purchase Card (GCPC). It will be up to the AGR to decide what payment method they use. Currently, the U.S. Navy GCPC is Mastercard.

(h) Payment by Third Party (FAR 52.232.36) (MAY 1999) - This clause is incorporated by reference.

(i) Ordering (FAR 52.216-18) (OCT 1995)

(1) Any supplies and services to be furnished under this contract shall be ordered by issuance of task/delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award to final day of the contract.

(2) All task/delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a task/delivery order or task order and this contract, the contract shall control.

(3) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the schedule.

(j) Order Limitations (FAR 52.216-19) (OCT 1995)

(1) *Minimum ordering amount.* When the Government requires supplies or services covered by this contract in an amount of less than US $50.00, the Government is not obligated to order, nor is the Contractor obligated to furnish, those supplies or services under this contract.

(2) *Maximum ordering amount.* The Contractor is not obligated to honor --

(i) Any order for a single item in excess of the estimated quantity for that item, which is identified in the pricing schedule of this contract;

(ii) Any single order for a combination of items in excess of the total estimated dollar value for the applicable performance period of this contract; or

(iii) A series of orders from the Government within 120 days that together call for quantities exceeding the estimated quantities identified in the pricing schedule by more than two hundred percent (200%).

(3) This is a requirements contract (which incorporates FAR 52.216-21), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(4) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum ordering limitations in paragraph (b), unless the order(s) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to furnish the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the required supplies or services from another source.

(k) Contract Type. The resulting contract will be a Fixed Price Requirements contract.

(l) Requirements (FAR 52.216-21) (OCT 1995)-(ALTERNATE I) (APR 1984)

(1) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(2) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(3) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(4) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(5) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(6) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after thirty (30) days beyond the expiration of the contract.

(m) Option To Extend Services (FAR 52.217-8) (NOV 1999) (MODIFIED). In order to maintain continuity of service, the Government may require continued performance of any services within the limits and at the rates specified in the contract. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise this option by written notice to the contractor within fifteen (15) days before the contract expires.

(n) Inconsistency Between English Version & Translation Of Contract (FAR 52.225-14) (FEB 2000). In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(o) Taxes – Foreign Fixed Price Contracts (FAR 52.229-6) (JUN 2003). Incorporated by reference.

(p) Payment by Electronic Funds Transfer--Central Contractor Registration (FAR 52.232-33) (OCT 2003). Incorporated by reference.

(q) Changes – Fixed Price (AUG 1987) (FAR 52.243-1) - (ALTERNATE II) (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(r) Authorized Changes Only By The Contracting Officer (SUP 5252.243-9400) (JAN 1992)

(1) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(2) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(3) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and FAX telephone number of the Procuring Contracting Officer (PCO) are:

Commercial Address: U.S. Naval Regional Contracting Center
PSA Sembawang Terminal
Deptford Road, Building 7-4, Unit 2-9
Singapore 759657

Military Address: PSC 470, Box 2100
FPO AP 96534-2100

FAX Numbers: (65)-6-750-2639 or 2382

(s) Provision for Wood Products - Pinewood Nematode (microscopic roundworm) Free Non-Manufactured Wood Pacing (NMWP) Material

(1) Definition. 'Pinewood nematode' as used in this provision, means a microscopic roundworm that has infested coniferous (softwood) trees.

(2) All non-manufactured wood lumber, pallets boxes, crates, containers, reels blocking and bracing, dunnage, drums, etc. for all shipments are required to be certified pest- (pinewood nematode) free. All wood pallets, boxes, crates, containers, reels, blocking and bracing, dunnage, drums, etc. ordered/delivered from vendors/suppliers shall be heat-treated and marked to the American Lumber Standards Committee (ALSC), NMWP policy and enforcement standards. The approved method for ensuring NMWP material is pinewood nematode free is as follows:

(i) Heat-treated to a minimum core temperature of 56°C(133°F) for at least 30-minutes in a closed chamber that has been tested evaluated, and approved officially for this purpose. In addition, the susceptible wood shall display an officially approved heat-treated marking enabling the identification of where and by whom the above treatment has been carried out.

(3) All bulk lumber procured for the fabrication of pallets, boxes, crates, containers, reels, skids, blocking and bracing, dunnage, drums, etc., shall be certified and marked as a part of the fabrication process, to the ALSC NMWP policy and enforcement standards. Vendors/Suppliers using ALSC-certified lumber to make or repair wooden boxes, crates, skids, containers, pallets, reels, drums, etc., must have formal processing procedures and documentation to ensure that only certified lumber leaves their fabrication point.

(4) This provision is self-deleting if the material or supplies are not shipped in NMWP material.

(t) Ordering Non-Contract Items (NCI)

(1) NCIs may be requested using standard procurement procedures. Once requested, the contractor will assist in obtaining the item.

(2) The Contractor shall provide a separate invoice for all Non-Contract Items with supporting documentation to the ship SUPPO for payment in accordance with standard procurement procedures.

(3) If payment is to be made by NRCC Singapore on behalf of the procuring vessel, the Contractor shall obtain all required documentation from the ship in order for payment to be effected.

(u) Freedom of Information Act (FOIA) (U.S. CODE/552) Contract prices may be released under a FOIA request.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2005) (DEVIATION)

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

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

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

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

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

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

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

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

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

(End of clause)

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

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5 (JUL 2005) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.232-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

EVALUATION-COMMERCIAL ITEMS (JAN 1999) (FAR 52.212-2) (TAILORED)

(a) Evaluation Factor: The Government will award a contract resulting from this solicitation to the lowest price offeror.

(b) Complete Proposal Determination. The Government will first determine if a proposal is complete and has met all submittal requirements. An offer is complete when it manifests the offeror's assent, to comply with the terms and conditions of the solicitation including attachments. If an offeror takes exception to the terms and conditions, then the Government may consider its offer to be unacceptable. The Government reserves the right to change the terms and conditions of the solicitation by amendment any time prior to contract award.

(c) Proposal Evaluation. Offerors proposals will be evaluated as follows:

(1) Price Evaluation:

a. The Government will evaluate the proposal price to determine that it is fair and reasonable. The Government should be provided the best price available.

b. The Offeror is responsible for submitting correct prices. Government provided spreadsheets with calculation formulas are for information purposes only. They may be used by the Offeror but at their risk. The Offeror must ensure that calculations and totals are correct before submittal.

c. The Government may determine that an offer is unacceptable if:
(i) any CLIN or SUBCLIN extended line item price is not included in the proposal.
(ii) any individual item prices are significantly unbalanced.

d. The Contracting Officer shall calculate any Port Tariff, TBD or other controlled price line items and add the estimated total to the contract award price. Offerors will not be evaluated on these prices.

(d) Award. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party.

ATTACHMENT 1

REFUSE SERVICE DEFINITIONS

The following are Refuse Definitions used for this contract:

- **"Refuse"** includes all garbage, ashes, debris, rubbish and other similar waste material, and anything else delivered to the ship, but not taken onboard due to spoilage, etc., even though such refuse was not aboard the vessel when it arrived in port. Not included are explosives and incendiary waste and contaminated waste from medical and radiological processes.

- **"Garbage"** means animal and vegetable waste (and containers thereof) resulting from the handling, preparation, cooking, and consumption of foods. Edible, or hog food, garbage is the portion of waste food, which has been segregated for salvage.

- **"Ashes"** means the residue from burned wood, coal, coke, and other combustible material.

- "**Debris**" means grass cuttings, tree trimmings, stumps, street sweepings, rooting and construction wastes, and similar waste material.

- "**Rubbish**" means a variety of unsalvageable waste material such as metal, glass, crockery, floor sweepings, paper, wrappings, containers, cartons, and similar articles not used in preparing or dispensing food. Rubbish is further subdivided into:

- "**Combustible Rubbish**" which can be burned readily in an incinerator or burning pit.

- "**Noncombustible Rubbish**" which cannot be burned at ordinary incinerator temperatures (800 to 1,800 degrees F.)

- "**Receptacles**" or "**Containers**" means cans, drums, bins, or similar receptacles, which can be handled easily, and multiple containers, which are handled by mechanical truck-mounted hoists. A **"bin"** is defined as a standard garbage bin used for this service which can vary in size. Size will be identified in The Schedule Sub-CLINs.

ATTACHMENT 2

SHIP CLASSIFICATIONS (DESCRIPTION OF U.S. NAVY SHIPS BY CLASS AND TYPE)

The following are Ship Classifications used for this contract.

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	77
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360
Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854

Class IV					
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082
T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276
T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

- The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

- Displacement is expressed in tons and represents fully loaded displacement.

- The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

- There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

GLOSSARY OF TERMS AND ABBREVIATIONS

AGOS	RESEARCH SHIP
AGSS	RESEARCH SUBMARINE
AOE	FAST COMBAT SUPPORT SHIP
ARS	SALVAGE SHIP
AS	SUBMARINE TENDER
CG	GUIDED MISSLE CRUISER
CV	MULTIPURPOSE AIRCRAFT CARRIER (CONVENTIONALLY PROPULSION)
CVN	MULTIPURPOSE AIRCRAFT CARRIER (NUCLEAR PROPULSION)
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
FFG	GUIDED MISSLE FRIGATE
HSV	HIGH SPEED VESSEL
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCS	LITTORAL COMBAT SHIP
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LHD	AMPHIBIOUS ASSAULT SHIP (MULTI- PURPOSE)
LPD	AMPHIBIOUS TRANSPORT DOCK
LSD	AMPHIBIOUS CARGO SHIP
LSV	LOGISTIC SUPPORT VESSEL (ARMY)
HSIC	MARK V SPECIAL OPERATIONS CRAFT (1 PAIR)
MCM	MINE COUNTERMEASURE SHIP
MCS	MINE COUNTERMEASURE SUPPORT SHIP
MHC	MINE HUNTERS COASTAL
MSC	MILITARY SEALIFT COMMAND
PC	PATROL COASTAL SHIP
SSBN	BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSGN	CRUISE MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	ATTACK SUBMARINE (NUCLEAR PROPULSION)

T-AE	AMMUNITION SHIP (MSC)
T-AFS	COMBAT STORE SHIP (MSC)
T-AGOS	OCEAN SURVEILLANCE/PATROL SHIP (MSC)
T-AGS	SURVEYING/ OCEANOGRAPHIC SHIP (MSC)
T-AH	HOSPITAL SHIP (MSC)
T- AKE	DRY CARGO/AMMUNITION SHIP (MSC)
T-AKR	STRATEGIC SEALIFT SHIP (MSC)
T-AO	OILER (MSC)
T-AOT	TANKER (MSC)
T-ATF	FLEET OCEAN TUG (MSC)
WAGB	POLAR CLASS ICEBREAKERS
WHEC	HIGH ENDURANCE CUTTER
WMEC	MEDIUM ENDURANCE CUTTER

ATTACHMENT 3

PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

- The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

- The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

- Ships at anchorage will normally require two Picket Boats.

- The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate CLIN in the contract.

- The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

- The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

- The Picket Boat will meet the following requirements:

  7.1. Licensed for commercial operations by local country Department of Transportation.

  7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

  7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

  7.4. If a deckhand crewmember is required, only qualified personnel are used.

  7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

i. Portable Spotlight

ATTACHMENT 4

SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

    1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

    1.2. Security guards may be provided through private security firms or through local police officials.

    1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

    1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

    1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pierside: (CLIN XX12AJ)

    2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

    2.2. All pierside guard services will be performed within the parameters of local Laws and Regulations.

    2.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

    2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

    2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

2.6. The following equipment will be required as a minimum for each guard:

2.6.1. Uniform as provided by contractor or authorities;

2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. ROEs Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.
2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.
2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.
2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats: (CLIN XX12AH)

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided under CLIN XX12AJ. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow

unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.
3.8.1.2 If the first warning is ignored, the security guard will immediately notify the ship of the threat.
3.8.1.3 The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.
3.8.1.4 As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

ATTACHMENT 5

FUEL SPECIFICATIONS

The following are the Fuel Specifications for this contract:

SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	**Requirement**	**Text Method**
Appearance, @ 25ºC or ambient temperature whichever is higher	Clear, bright and free of visible particulates	D 4176 1/
Demulsification, @ 25ºC, minutes (max)	10	D 1401 2/
Density, @ 15ºC, kg/m^3 (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, ºC 50% point, ºC 90% point, ºC, (max) end point, ºC, (max) Residue º Loss, % vol., (max)	 Record Record 357ºC 385ºC 3.0	D 86 3/
Cloud Point, ºC, (max)	-1ºC	D 2500
Color, (max)	3	D1500
Flash Point, ºC, (min)	60ºC	D 93 4/
Particulate Contamination, mg/liter, (max)	10	D 5432 5/
Pour Point, ºC, (max)	-6ºC	D 97
Viscosity, @ 40ºCm mm^2/second	- 1.7 - 4.3	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100ml, (max)	1.5	D5304 (R), D 2274 6/
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664
Aniline Point, ºC, (min)	60ºC	D 611
Ash, % wt., (max)	0.005	D 482
Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 7/
Corrosion, @ 100ºC, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min) Cetane Index, (min)	42	D 613 (R), D 976 8/
Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 2622
Trace Metals, ppm, (max) Calcium Lead Sodium plus Potassium Vanadium	 1.0 0.5 1.0 0.5	D 3605 9/
Additive Names and Dosages	Record	

1. If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709, 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains visible sediment or particulate matter, but meets the requirement of 10 mg/1 (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.

2. The demulsification text shall be conducted in accordance with the following exceptions:

   (a) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.

   (b) The test temperature shall be 25ºC.

   (c) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute.

3. As the end point of the distillation is approached, if either a thermometer reading of 385ºC or a decomposition point is observed, discontinue the heating and resume the procedure as directed in ASTM D 86.

4. The flash point value is the absolute and no value less than 60ºC is permissible.

5. A one-liter minimum sample shall be used.

6. ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours to 40 hours.

7. When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fuel, without the cetane improver.

8. Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified in Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.

9. Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of the inspection authority.

Minimum Requirements for Purchases of Commercial Distillate Fuels ((Navy) Marine Gas Oil) for Bunkers

The following minimum requirements have been established for use when buying fuel (gas oil - 100% distillate) from commercial sources when F76 is not available. Marine Gas Oil is not acceptable as cargo fuel on Navy Oilers.

TEST	METHOD	REQUIREMENTS
1. Cetane Number	ASTM D 613	45 min
or		
Cetane Index	ASTM D 976	45 min

Note: A cetane index of 41 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exceed a maximum of 338ºC. A cetane number of 40 or above, but less than 45, is acceptable provided the 90%

Distillation Point does not exceed a maximum of 338°C.

2. Appearance @ 21ºC or ambient temperature (whichever higher)	Visual	Clear & Bright
or		
Water and Sediment	ASTM D 2709	0.05% max
3. Distillation. 90% Point	ASTM D 86	375ºC max
4. Flash Point	ASTM D 93	60ºC min
5. Pour Point	ASTM D 97	Report
6. Cloud Point	ASTM D 2500	-1.1ºC (30 °F)
7. Viscosity @ 40ºC	ASTM D 455	1.7 - 4.5 CST
8. Color	ASTM D 1500	3 max
9. Gravity	ASTM D 1298, D 287	Record
10. Carbon Residue	ASTM D 524	0.35% max
11. Ash	ASTM D 482	0.01% max
12. Sulfur	ASTM D 129, D 1552 D2622	1.00% max
13. Copper Corrosion	ASTM D 130	3 max

C16.23-2 COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC JAN 1998)

Offered product shall conform to the following requirements which are suitable for Marine Gas Turbine.

	TEST REQUIREMENTS	METHOD	
1.	Cetane Number	ASTM D 613	42 min
	or		
	Cetane Index	ASTM D 976	43 min

NOTE: A Cetane Number of 40 minimum, or a Cetane Index of 41 minimum, is acceptable provided the 90 Percent Distillation Point does not exceed a maximum of 338^{O}C.

2.	Appearance @ 21^{O}C or ambient temp. (whichever higher)	Visual	Clear & Bright
	or		
	Water & Sediment	ASTM D 2709	0.05 vol % max.
3.	Distillation, 90% point	ASTM D 86	357^{O}C max.
4.	Flash Point	ASTM D 93	60^{O}C min

NOTE: The flash point value is absolute and no value less than 60^{O}C is permissible.

5.	Cloud Point	ASTM D 2500	-1.1°C (30°F) max.
	NOTE: Cloud Point results will be evaluated based upon bunkering location.		
6.	Viscosity @ 40°C	ASTM D 445	1.7 - 4.5 cst
7.	Color	ASTM D 1500	3 max.
	NOTE FOR DOMESTIC ITEMS: This Color test requirement is deleted if red dye has been added in compliance with U.S. Environmental Protection Agency or Internal Revenue Service regulations; however, the resulting fuel/dye blend must have a red tint. It shall not be visually brown or darker in appearance.		
8.	Density @ 15°C	ASTM D 1298	876 kg/m^3 max.
9.	Carbon Residue on 10% bottoms	ASTM D 524	0.35 mass % max.
		ASTM D 189	
10.	Ash	ASTM D 482	0.01 mass % max.
11.	Sulfur	ASTM D 4294, ASTM D 1552, or ASTM D 2622	1.0 mass % max.
12.	Corrosion	ASTM D 130	3 max.
13.	Distillate Fuel (fuel shall contain no residual)	None	100%

C36 FUEL OIL, INTERMEDIATE, GRADES RMB-10 (IFO 60)/RME-25 (IFO 180)/RMG-35 (IFO 380) (DESC MAY 1997)

Product shall conform to ISO 8217:1996 or ASTM D 2069-91. Product conforming to ASTM D 2069-91 shall meet the following additional requirements:

REQUIREMENTS	**GRADE RMB-10 (IFO 60)**	**GRADE RME-25 (IFO-180)**	**GRADE RMG-35 (IFO 380)**	**TEST METHOD**
Density @15°C, kg/m^3, max	981.0	991.0	991.0	ISO 3675/12185
Aluminum plus silicon, mg/kg, max	80	80	80	ISO 10478
Total Sediment, potential, %(m/m), max	0.10	0.10	0.10	ISO 10307-2

ATTACHMENT 6

POTABLE WATER SPECIFICATIONS

The following are Potable Water specifications used for this contract.

NATIONAL PRIMARY DRINKING WATER REGULATIONS (NPDWR) BUREAU OF MEDICINE AND SURGERY (BUMED) TREATED WATER QUALITY STANDARDS /ENVIRONMENTAL PROTECTION AGENCY

CONTAMINANT	**MCLG (mg/L)** [1]	**MCL (mg/L)**	**AL (mg/L** [2]**)**
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0	0.015[4]	
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
Total NITRATE and Nitrite (as N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE	4	4	

(1) **Maximum contaminant level goal (MCLG).** The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are no enforceable health goals.

(2) **Action level (AL)**. Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90th percentile" lead level is greater than 0.015 mg/L).

Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	**MCLG (mg/L)**	**MCL (mg/L)**
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 – DICHLOROETHANE	0	0.005
1,1 – DICHLOROETHYLENE	0.007	0.007
PARA DICHLOROBENZENE	0.075	0.075
1,1,1 – TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002

O-DICHLOROBENZENE	0.06	0.06
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 – DICHLOROPROANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES	10	10

Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) (effective 01 January 1993)

CONTAMINANT	**MCLG (mg/L)**	**MCL (mg/L)**
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3-CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S(AS DECACHLORBIPHENYL)	0	0.0005
ALDICAR	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10(1)

Note:
(1) The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

Microorganisms	**MCLG[1]**	**MCL or TT[1]**

	(mg/L)[2]	**(mg/L)[2]**
Cryptosporidium	as of 01/01/02:0	as of 01/01/02:TT 3
Giardia lamblia	0	TT[3]
Heterotrophic plate count	n/a	TT[3]
Legionella	0	TT[3]
Total Coliforms (including fecal coliform and E. Coli)	zero	5.0%[4]
Turbidity	n/a	TT[3]
Viruses (enteric)	zero	TT[3]

Note:
[1] Definitions:
Maximum Contaminant Level (MCL) - The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to MCLGs as feasible using the best available treatment technology and taking cost into consideration. MCLs are enforceable standards.
Maximum Contaminant Level Goal (MCLG) - The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety and are non-enforceable public health goals.
Maximum Residual Disinfectant Level (MRDL) - The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
Maximum Residual Disinfectant Level Goal (MRDLG) - The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
Treatment Technique - A required process intended to reduce the level of a contaminant in drinking water.

[2] Units are in milligrams per liter (mg/L) unless otherwise noted. Milligrams per liter are equivalent to parts per million.

[3] EPA's surface water treatment rules require systems using surface water or ground water under the direct influence of surface water to (1) disinfect their water, and (2) filter their water or meet criteria for avoiding filtration so that the following contaminants are controlled at the following levels:

- Cryptosporidium: (as of January 1, 2002) 99% removal/inactivation
- Giardia lamblia: 99.9% removal/inactivation
- Viruses: 99.99% removal/inactivation
- Legionella: No limit, but EPA believes that if Giardia and viruses are removed/inactivated, Legionella will also be controlled.
- Turbidity: At no time can turbidity (cloudiness of water) go above 5 nephelolometric turbidity units (NTU); systems that filter must ensure that the turbidity go no higher than 1 NTU (0.5 NTU for conventional or direct filtration) in at least 95% of the daily samples in any month. As of January 1, 2002, turbidity may never exceed 1 NTU, and must not exceed 0.3 NTU in 95% of daily samples in any month.
- HPC: No more than 500 bacterial colonies per milliliter.

[4] No more than 5.0% samples total coliform-positive in a month. (For water systems that collect fewer than 40 routine samples per month, no more than one sample can be total coliform-positive). Every sample that has total coliforms must be analyzed for fecal coliforms. There may not be any fecal coliforms or E. coli.

[5] Fecal coliform and E. coli are bacteria whose presence indicates that the water may be contaminated with human or animal wastes. Disease-causing microbes (pathogens) in these wastes can cause diarrhea, cramps, nausea, headaches, or other symptoms. These pathogens may pose a special health risk for infants, young children, and people with severely compromised immune systems.

Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites which are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Sampling requirements for the Navy public water system apply.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Auto analysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the Multiple-Tube Fermentation (MTF) Technique; and the Membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use applies.

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, unless the Contracting Officer on a case-by-case basis waives this requirement.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the Contracting Officer may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before.

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms, or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements which apply when a sample is fecal coliform-positive.

Turbidity: The MCL for turbidity applies to both community water systems and non community water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at Contracting Officer option).

b. Five turbidity units (maximum) average for 2 consecutive days.

The MCL for Radiological Contaminants are:
Gross alpha particle activity including radium 226 but excluding
radon and uranium . . . . . 15 pCi/L
Beta particles and photon emitters ……4 millirems / year
Combined radium 226 and radium 228 . . . . . .5 pCi/L
Tritium . . . . . 20,000 pCi/L
Strontium-90. . . . . 8 pCi/L
Uranium …….. 30ug/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

National Secondary Drinking Water Regulations (NSDWR) The Secondary Maximum Contaminant Levels (MCLs)

CONTAMINANT	MCL (mg/L)
ALUMINUM	0.05 TO 0.02
CHLORIDE	250
COLOR	15 COLOR UNITS
COPPER	1
CORROSIVITY	NONCORROSIVE
FLUORIDE	2
FOAMING AGENTS	0.5
IRON	0.3
MANGANESE	0.05
ODOR	3 THRESHOLD ODOR NUMBER
PH	6.5 - 8.5
SILVER	0.10
SULFATE	250
TOTAL DISSOLVED SOLIDS (TDS)	500
ZINC	5

Note: The contaminants covered by this regulation are those that may adversely affect the aesthetic quality of the drinking water. These secondary levels represent goals for drinking water quality but are not Federally enforceable.

(3) The reception, handling, storage, and delivery of potable water to ship's water systems shall be carried out under completely sanitary conditions.

(4) For pierside berthing, delivery shall be made by hose from the pier whenever possible. If barge service is deemed necessary, the Contractor shall ascertain from the ship's Supply Officer the exact amount needed prior to making delivery.

(5) The Contractor shall make deliveries during normal working hours, unless otherwise approved by the ship's Supply Officer or his/her authorized representative.

(6) All equipment, trucks and barges used by the Contractor in performance of these services shall be subject to inspection and test by an authorized representative of the U.S. Government as the Contracting Officer may specify. Final inspection/acceptance shall be subject to approval by the ship's Chief Engineer or his/her authorized representative. The U.S. Government inspectors shall be entitled to inspect the equipment, trucks, and barges at all

reasonable times, as often as they may deem necessary, and at such reasonable place or places as the U.S. Government may specify.

(7) The Contractor shall, without cost to the U.S. Government, furnish the necessary personnel and facilities to conduct such test and examination of samples of water and barges used hereunder as the Government inspector may designate, to determine the extent or possibility of contamination of such water, equipment, and barges. The Contractor may, at its option and cost, have the tests conducted by a recognized Sanitary Inspector provided that the performance of the tests and examinations by such Sanitary Inspection has been approved in advance and in writing by the U.S. Government Inspector.

(8) All tests and examinations, whether performed by or on behalf of the Contractor, shall be conducted in the presence of the U.S. Government Inspector.

(9) The Contractor agrees to furnish such reports and execute such forms as the U.S. Government may require in connection with services performed under this contract and further agrees that requests for such reports and execution of such forms will be executed promptly.

ATTACHMENT 7

WATER TAXI SPECIFICATIONS

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxie specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated NRCC Singapore Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor, the NRCC Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including COMPACFLT.

5. COMSEVENTHFLT Specifications:

5.1. Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of (insert country). Notwithstanding compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

5.1.1. Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

5.1.2. Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

5.1.3. The following information shall be conspicuously posted in both English and (the appropriate foreign language):

5.1.3.1. Current Operator's/Captain's license and boat names.

5.1.3.2. Passenger/weight capacity limit notice.

5.1.3.3. Location of life jackets and other life saving equipment.

5.1.3.4. Location of all exits indicated in large letters.

5.1.3.5. Emergency procedures

5.1.4. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

5.1.5. Operation of the boat shall be in a safe and seaworthy manner.

5.1.6. The consumption of alcoholic beverages shall not be permitted aboard the boat.

5.2. Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by (insert country) for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

5.3. Security: During the term of this contract the ship(s) to be serviced (insert ship name if purchase order) agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

5.4. Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

5.5. Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

5.5.1. Hull

5.5.1.1. Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures.

5.5.1.2. Superstructure, including masts and stacks.

5.5.1.3. Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.

5.5.1.4. Provisions for drainage of sea water from exposed decks over the side and not into the bilges.

5.5.1.5. Access/egress points- adequacy of number and location.

5.5.2. Machinery

5.5.2.1. 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.

5.5.2.2. Main propulsion and auxiliary machinery essential to operation of boat.

5.5.2.3. Sea and bulkhead closure valves.

5.5.2.4. Bilge auction strainers and dewatering systems-bilge pump to be tested by operation

5.5.2.5. Bilges free of flammable liquids

5.5.3. Electrical

5.5.3.1. Cables.

5.5.3.2. Navigation, deck, and emergency lights.

5.5.3.3. Rotating electrical machinery; e.g., generators and motors --Storage batteries

5.5.4. Lifesaving equipment

5.5.4.1. Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.

5.5.4.2. Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.

5.5.4.3. First aid kits, life rings and distress lights.

5.5.4.4. Distress signaling devices

5.5.5. Fire fighting equipment

5.5.5.1. Fire pump - test by subjecting fire hose(s) to fire pump pressure.

5.5.5.2. Portable fire extinguishers.

5.5.5.3. Fixed systems, e.g., C02 cylinders.

5.5.6. Steering apparatus

5.5.7. Miscellaneous systems and equipment

5.5.7.1. Harbor charts.

5.5.7.2. Ground tackle and mooring lines.

5.5.7.3. Whistle/fog horn, bell.

5.5.7.4. Lighted compass.

5.5.7.5. Radar.

5.5.7.6. 2-way radio capable of Bridge-to-Bridge communications.

5.5.7.7. Current license.

5.5.7.8. Operator qualifications.

5.6. Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement-is that contained in paragraph 4.7 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

5.7. Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

5.7.1. Safety of operations. Insure the following are present and in working condition:

5.7.1.1. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.

5.7.1.2. Fire extinguishers sufficient for the size of the vessel operated.

5.7.1.3. Radio (with battery backup) capable of Bridge-to-Bridge communications.

5.7.1.4. Anchor/chain sufficiency for the size of the vessel operated.

5.7.1.5. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

5.7.2. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:

5.7.2.1. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

5.7.2.2. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.

5.7.2.3. Ensure no bare or exposed electrical wires or connections are located in the passenger area.

5.7.2.4. Validate that sufficient unobstructed exits are present and marked in English.

5.7.2.5. Verify that no missile hazards, gear adrift, or trip hazards exist.

5.7.3. The following shall be conspicuously displayed, in English:

5.7.3.1. Passenger/weight capacity.

5.7.3.2. Location and number of life jackets.

5.7.3.3. Location of life saving equipment.

5.7.3.4. Locations of exits (if not obvious).

5.8. Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

5.9. If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

SECTION J - LIST OF ATTACHMENTS AND EXHIBITS

Applicable documents, exhibits, and attachments for this contract are:

ATTACHMENT NO.	DOCUMENT	NO. OF PAGES
1.	Refuse Definitions	1
2.	Classification of Ships	2
3.	Picket Boat Operations & Specifications	2
4.	Armed Security Guard Operations	3
5.	Fuel	4
6.	Potable Water Specifications	6
7.	Water Taxi Specifications	5

EXHIBIT NO.	DOCUMENT	NO. OF PAGES
A	Schedule of Supplies and Services	2
B	Port Tariff	1
C	CRAFT Report	2
D	Quality Performance Standards	1

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	13-Dec-2006	N4034506RCSG0008	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD. LEONARD FRANCIS 404 TELOK BLANGAH RD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-0003
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 20-Jun-2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999) (MODIFIED)
	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzsnk02075178

1. The purpose of this modification is to extend the performance of services for the above numbered contract through six months. The expiration date of the contract is changed from 01 Jan 2007 through 30 Jun 2007.

2. There is no increased in the estimated total amount of the contract as a result of this extension.

3. All Other Terms and Conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY (b)(6), (b)(7)(C) (Signature of Contracting Officer)	13-Dec-2006

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SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	01-Sep-2006	N4034506RCSG010	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-1003
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 26-Jun-2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999) (MODIFIED)
	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzsnk020614670

1. The purpose of this modification is to extend the performance of services for the above numbered contract through three months. The expiration date of the contract is changed from 26 Sep 2006 through 25 Dec 2006.
2. There is no increased in the estimated total amount of the contract as a result of this extension.
3. All other Terms and Conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED 01-Sep-2006
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

000307

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SECTION SF30 - CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	30-Jun-2006	N6804706RCSG01A	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. NAVAL REGIONAL CONTRACTING CENTER REGIONAL CONTRACTS PSA SEMBAWANG TERMINAL BUILDING 7-4,DEPTFORD ROAD SINGAPORE 759657	N68047

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N68047-06-D-0003
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 22-Dec-2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual Agreement & FAR 52.243-1 and FAR 52-212-4 Changes

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzpnt010610024

To delete language on Fender under Overview Section of above numbered contract and replaced with new language as highlighted under FENDER (Requision No. N4034506RCSG0012)

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 02-Jul-2006

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SUMMARY OF CHANGES

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:
SECTION C1
OVERVIEW OF CONTRACT

1. OBJECTIVE - The objective of this contract is to obtain husbanding services U.S. Navy ships visiting Singapore.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) at any berthing or anchoring location in Singapore.

2.2. The individual HS items provided under this contract are listed in Section B, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).

2.3. The Contractor is required, when requested, to assist the ship in obtaining additional items the vessel may require while in port.

2.4. The holder of this contract is a US Navy contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price Requirements contract. The Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services.

4. DURATION OF CONTRACT - This contract is for one (1) base year. Also, the contract will have four options available under FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. Additionally, the contract will include FAR 52.217-8 OPTION TO EXTEND SERVICES clause. The possible contract duration is sixty-six (66) months if all available options are exercised under FAR 52.217-9 for the maximum duration, and the six (6) month extension of services is exercised under FAR 52.217-8.

5. CONTRACT USERS

5.1. Mandatory Users - U.S. Navy ships visiting Singapore are required to use this contract if Husbanding Services are requested (with the exceptions noted below). Ship classifications are listed in Attachment 2.

5.2. Optional Users - The following types of U.S. ships are not required to use this contract but may use it if desired. The Contractor is obligated to provide the service or supply at the same rates listed in The Schedule:

- Military Sealift Command Ships (USNS)
- U.S. Coast Guard (USCG) Ships
- U.S. Army Ships
- DoD Chartered Ships
- U.S. Government personnel conducting business in locations under this contract.

5.3. Exceptions: The Government has the choice to use or not use this contract under the following types of situations:

- During U.S. Military Exercises or Operations.

- When Host Nation provided support is available.
- When U.S. Government owned supplies or services are available.
- When ship repair work is being done in conjunction with the Port Visit.

6. MULTIPLE SHIP VISITS - The contractor is required to be able to simultaneously Husband a maximum of 10 ships at one time.

7. ESTIMATED QUANTITIES - The number of ship visits and required services or supplies are only estimates. There is no guarantee that the government will meet or exceed the estimates. The ship is not obligated to use all items in The Schedule.

8. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities, or finally provide it themselves to include subcontractors. The Schedule lists what items are available through HN and Port Authorities.

9. MARK V (HSIC) SPECIAL OPERATIONS CRAFT - Mark V (HSIC) Special Operations Craft may be in port or in the direct vicinity for up to 90 days conducting operations. The Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels shall be exempt from all Management Fees at Sembawang Port and shall only be charged Class IA Management Fees for First and Subsequent days at Changi Naval Base or other Singapore government controlled locations. Attachment 2 provides details.

10. LONG TERM SHIP VISITS – For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The contractor would charge $300 for the first day, $100 for the subequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit. During the period of reduction, the Contractor is relieved of all husbanding requirements specified by the Contracting Officer, Ordering Officer and / or AGR as unnecessary; and shall continue to provide only those services specifically authorized by the Contracting / Ordering Officer via verbal and /or written modification of the delivery order (CHT, trash removal, potable water etc).

11. SHIPYARDS - U.S. Navy Ships in shipyards may order off of this contract without incurring Management Fees.

12. OTHER PERSONNEL – Other U.S. personnel conducting business at locations covered by this contract may order off of the contract without incurring Management Fees. These orders do not involve continuous management of husbanding services and maybe for items such as vehicles, phones or other services.

13. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English.

14. STANDARDS FOR PROFESSIONAL SERVICES

14.1. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

14.2. The Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

14.3. The Contractor is responsible for ensuring that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

14.4. The Contractor will ensure that subcontractors comply with these requirements.

14.5. The Contractor is reminded that it must comply with all applicable laws and regulations pertaining to Ethics and Standards of Conduct. The Contractor shall refrain from providing gratuities, upgrades, entertainment, food, parties and any other prohibited items.

15. HEIGHTENED VIGILANCE - The contractor has an obligation to be alert at all times in order to contribute to the protection of the ship and its crew. The contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The contractor also has an obligation to report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

16. The Contractor will fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the Contractor will identify to Navy Force Protection Personnel and NCIS representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The Contractor will arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

17. EQUIPMENT - All vehicles, watercraft, and equipment provided under this contract must be in sound mechanical condition, be in compliance with local laws and specifications under this contract, meet all local safety standards, and have all required current certifications and insurance.

18. RESERVED – (GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM))

19. CONTRACT PRICING

19.1. Contract Currency – All contract prices are in U.S. Dollars (US$).

19.2. Fixed Price - Prices are firm-fixed-price per unit and are inclusive of ALL costs.

19.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

19.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

19.2.3. Pre-Positioning / Pre-Staging. All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

19.2.4. Repositioning equipment. All repositioning of equipment when required shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

19.2.5. Singapore Goods and Services Tax (GST) are included in the unit cost.

19.3. Port Tariff (PT) or other controlled prices – (See Exhibit B – Port Tariff Type Costs) Items listed as PT for Port Authority or other government type organizations will be paid at the current published rates. For example, at Sembawang Wharves the Royal Navy Liaison Officer (RNLO) is the relevant authority for the management of some

Sembawang Naval Basin berths. RNLO will provide items such as tugs, line handlers, brows, landline telephones, and cranes. They will be listed as PT in The Schedule. The Contractor can only charge the U.S. Government at what was charged by RNLO.

19.4. Time Calculations. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged.

19.5. Demurrage. Demurrage charges shall only be charged if the Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a CHT truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but was not attended to until 1500 hrs when pumping begins. The contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs). Demurrage charges will be charged as stated in the schedule of supplies and services. This only applies to CLINS that have demurrage charges as sub-CLINs.

20. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

DY	Day
EA	Each
GL	Gallon (3.785 Liters)
HR	Hour
JB	Job
LO	Lot
NSP	Not Separately Priced
PT	Port Tariff
TP	Trip

21. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any supply or service.

- CAMELS: See Fenders

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the year of the contract. The base year is zero (0), the first Option Year is one (1), and the second Option Year is two (2). (For example a base year would be 0XXX, and the first Option Year is 1XXX, and the second Option Year is 2XXX.) The second digit indicates the Lot number. (For example Lot 1 would be X1XX, Lot II would be X2XX) If there are no Lots in the contract then the second digit will be zero. (For example X0XX) The third and fourth digits are the service or supply item number. (For example XX01 is the first item, XX02 is the second item, and so forth.) If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX12 for Force Protection could be divided into XX12AA for Beach Guard Office and XX12AB Dive and Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: A calendar day.

- Delivery Order (D.O.): A delivery order is an order for supplies placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge. Commercial or commonly used self-fendering devices normally consist of car and/or truck tires. These may not be sufficient for U.S. Navy purposes. The Contractor is to inform visiting vessel/s of this fact so that additional yokohama type pneumatic fenders may be ordered when and if required.

- FORCE PROTECTION (FP). Security measures to protect a ship and their crew from dangerous situations such as terrorist actions. FP includes taking as many steps as possible to deter an attack. The HS contractor is responsible for contract FP items.

- GARBAGE: See Attachment 1 – Refuse Definitions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL: Items fully transferred to the Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOODS AND SERVICE TAX (GST): GST is a tax on the supply of goods and services made in Singapore by a taxable person carried in the course of their business and on the importation of goods into Singapore. A taxable person is a person who is required to register or is registered for GST. A taxable person includes an individual, partnership, company, club, association, society, management corporation or non-profitable organization. A person is usually required to register for GST when their annual taxable supplies exceed or is expected to exceed S$1 million. In general, all goods sold or services performed in Singapore are taxable.

- HOST NATION: The country, which is being visited by the U.S. ship.

- HUSBAND: To provide all supplies and services requested by a ship during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other contractors work with the ship, assisting with Non-Contract item requests, and generally taking care of all the needs of the ship and personnel on board. It should utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION:

§ Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

§ Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPERATELY PRICED (NSP): Item that is not seperately priced. Cost of the item should be factored into the Mangement Fee.

- POINT OF CONTACT (POC): A designated individual who is responsible for an item and is a single interface. The individual must be knowledgeable of the item and be able to answer questions and make decisions or obtain a decision when required.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples are pilot services, tugs, security guards, and potable water. The Contractor has no control over the price and the ship will pay the prevailing rate at the time of service.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- RESERVED: An item not used in this contract.

- RUBBISH: See Attachment 1 – Refuse Definitions.

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and is authorized to sign contracts and place orders.

- Task Order (T.O.): A task order is an order for services placed against an established contract or with Government sources.

- TRASH: See Attachment 1 – Refuse Definitions.

22. CONTRACTOR REPRESENTATIVE – The Government shall contact the following Contractor person(s) for prompt contract management:

Name of Individual:	LEONARD G. FRANCIS
Title of Individual:	MANAGING DIRECTOR
Mailing Address:	GLENN DEFENSE MARINE (ASIA) PTE LTD 404 TELOK BLANGAH ROAD, GLENN BLDG. 098840 SINGAPORE
Tel No. (Work):	(65) 6272-9481
Fax No. (Work):	(65) 6272-9481
Mobile:	(65) 979-3155 / (65) 979-3163
E-mail address:	leonard@glennmarinegroup.com

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	29-Jan-2007		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. NAVAL REGIONAL CONTRACTING CENTER REGIONAL CONTRACTS PSA SEMBAWANG TERMINAL BUILDING 7-4,DEPTFORD ROAD SINGAPORE 759657	N68047

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N68047-05-A-0030
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 07-Jul-2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssns01077801

Termination for Convenience

1. This modification is issued to cancel the above-numbered Blanket Purchase Agreement (BPA) in its entirety without liability to either party as a result of change in the government's procedures.
2. Kindly complete Blocks 15A, 15B and 15C and return by fax the completed page to this office for my signature. The fax number is (65) 6750-2639.
3. Point of contact is (b)(6), (b)(7)(C)

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 28-Jan-2007

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The vendor signature required has changed from required to not required.
The number of award copies required 1 has been deleted.

(End of Summary of Changes)

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 15

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO.	2. DELIVERY ORDER/ CALL NO.	3. DATE OF ORDER/CALL (YYYYMMMDD)	4. REQ./ PURCH. REQUEST NO.	5. PRIORITY
N68047-04-D-0012	WW01	2009 Apr 17	N2124590940728	

6. ISSUED BY CODE N40446
MILITARY SEALIFT FLEET SUPPORT COMMAND
SSU GUAM
PSC 455 BOX 198
FPO AP 96540-2600

7. ADMINISTERED BY *(if other than 6)* CODE
SEE ITEM 6

8. DELIVERY FOB
[X] DESTINATION
[ ] OTHER
(See Schedule if other)

9. CONTRACTOR CODE QB341 FACILITY
NAME AND ADDRESS
GLENN DEFENSE MARINE (ASIA) PTE. LTD.
(b)(6), (b)(7)(C)
15D PANDAN ROAD
SINGAPORE 609266

10. DELIVER TO FOB POINT BY (Date) (YYYYMMMDD)
SEE SCHEDULE

11. MARK IF BUSINESS IS
[ ] SMALL
[ ] SMALL DISADVANTAGED
[ ] WOMEN-OWNED

12. DISCOUNT TERMS

13. MAIL INVOICES TO THE ADDRESS IN BLOCK
See Item 15

14. SHIP TO CODE
SEE SCHEDULE

15. PAYMENT WILL BE MADE BY CODE N40446
MILITARY SEALIFT FLEET SUPPORT COMMAND
SSU GUAM
PSC 455 BOX 198
FPO AP 96540-2600

MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.

16. TYPE OF ORDER			
	DELIVERY/ CALL	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE		Reference your quote dated Furnish the following on terms specified herein. REF:

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR | SIGNATURE | TYPED NAME AND TITLE | DATE SIGNED (YYYYMMMDD)

[ ] If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE
See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE				

* *If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.*

24. UNITED STATES OF AMERICA
TEL: 671.339.2082
EMAIL: marilyn.may@navy.mil
BY: Marilyn May CONTRACTING / ORDERING OFFICER

25. TOTAL $34,884.00
26. DIFFERENCES

27a. QUANTITY IN COLUMN 20 HAS BEEN
[ ] INSPECTED [ ] RECEIVED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | c. DATE (YYYYMMMDD) | d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

f. TELEPHONE NUMBER | g. E-MAIL ADDRESS

28. SHIP NO. | 29. DO VOUCHER NO. | 30. INITIALS

[ ] PARTIAL [ ] FINAL

31. PAYMENT
[ ] COMPLETE [ ] PARTIAL [ ] FINAL

32. PAID BY

33. AMOUNT VERIFIED CORRECT FOR

34. CHECK NUMBER

35. BILL OF LADING NO.

36. I certify this account is correct and proper for payment.
a. DATE (YYYYMMMDD) | b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.
000330					

Section SF 30 - BLOCK 14 CONTINUATION PAGE

SERVICES PROVIDED

Description of Services Provided

This Delivery Order provides for husbanding and port services for USNS SAFEGUARD during port call to Hong Kong.

Period of Performance: 09 April 2009 through 16 April 2009

Services provided: See Schedule

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4101		UNDEFINED		UNDEFINED	UNDEFINED
	MANAGEMENT SERVICES FIRST DAY FFP FOB: Destination PURCHASE REQUEST NUMBER: N2124590940728				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4101AA		1	Days	$700.00	$700.00
	CLASS I VESSEL FFP FOB: Destination PURCHASE REQUEST NUMBER: N2124590940728				
				MAX NET AMT	$700.00
	ACRN AA CIN: N21245909407280001AA				$700.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4102		UNDEFINED		UNDEFINED	UNDEFINED
	MANAGEMENT SERVICES SUB. DAYS FFP FOB: Destination PURCHASE REQUEST NUMBER: N2124590940728				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4102AA		7	Days	$400.00	$2,800.00
	CLASS I VESSEL FFP FOB: Destination PURCHASE REQUEST NUMBER: N2124590940728				
				MAX NET AMT	$2,800.00
	ACRN AA CIN: N21245909407280002AA				$2,800.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4107		UNDEFINED		UNDEFINED	UNDEFINED

COMMUNICATION SERVICES AND EQUIPMENT
FFP
FOB: Destination
PURCHASE REQUEST NUMBER: N2124590940728

MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4107AC		80	Days	$10.00	$800.00

CELLULAR PHONE WITH ACCESSORIES & IDD
FFP
FOB: Destination
PURCHASE REQUEST NUMBER: N2124590940728

MAX NET AMT	$800.00
ACRN AB	$800.00

CIN: N21245909407280003AC

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4107AD		1	Lot	$1,000.00	$1,000.00

AIRTIME CHARGES FOR LANDLINE & CELLULAR
FFP
FOB: Destination
PURCHASE REQUEST NUMBER: N2124590940728

MAX NET AMT		$1,000.00
ACRN AB		$1,000.00

CIN: N21245909407280003AD

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4111		UNDEFINED		UNDEFINED	UNDEFINED

FLEET LANDING
FFP
FOB: Destination
PURCHASE REQUEST NUMBER: N2124590940728

MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4111AB		7	Days	$50.00	$350.00

FLEET LANDING SERVICEMEN
FFP
FLEET LANDING - SERVICEMENT'S GUIDE ASSOCIATOIN PORT PROVIDED
FOB: Destination
PURCHASE REQUEST NUMBER: N2124590940728

MAX NET AMT	$350.00

ACRN AA $350.00
CIN: N21245909407280004AB

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4112		UNDEFINED		UNDEFINED	UNDEFINED

FORCE PROTECTION
FFP
FOB: Destination
PURCHASE REQUEST NUMBER: N2124590940728

MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4112AR		16	Days	$360.00	$5,760.00

SECURITY GUARDS PIERSIDE
FFP
SECURITY GUARDS (GURKAR) PIERSIDE (PER GUARD PER DAY)
FOB: Destination
PURCHASE REQUEST NUMBER: N2124590940728

	MAX NET AMT	$5,760.00
ACRN AC CIN: N21245909407280005AR		$5,760.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4115		UNDEFINED		UNDEFINED	UNDEFINED

GARBAGE AND TRASH REMOVAL & DISPOSAL
FFP
FOB: Destination
PURCHASE REQUEST NUMBER: N2124590940728

	MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4115AC		8	Troy Pound	$400.00	$3,200.00

TRASH REMOVAL BY BARGE
FFP
ANCHORAGE/BUOYS, 15MT-96MT
FOB: Destination
PURCHASE REQUEST NUMBER: N2124590940728

MAX NET AMT	$3,200.00

ACRN AB $3,200.00
CIN: N21245909407280006AC

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4116		UNDEFINED		UNDEFINED	UNDEFINED

LINE BOATS
FFP
FOB: Destination
PURCHASE REQUEST NUMBER: N2124590940728

MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4116AA		1	Lot	$1,500.00	$1,500.00

MOORING ASSISTING TEAM
FFP
PORT PROVIDED
FOB: Destination
PURCHASE REQUEST NUMBER: N2124590940728

MAX NET AMT		$1,500.00
ACRN AA		$1,500.00

CIN: N21245909407280007AA

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4124		UNDEFINED		UNDEFINED	UNDEFINED

PILOT
FFP
FOB: Destination
PURCHASE REQUEST NUMBER: N2124590940728

MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4124AA		1	Lot	$1,500.00	$1,500.00
	PILOT IN/OUT FFP PORT PROVIDED FOB: Destination PURCHASE REQUEST NUMBER: N2124590940728				
				MAX NET AMT	$1,500.00
	ACRN AA CIN: N21245909407280008AA				$1,500.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4132		UNDEFINED		UNDEFINED	UNDEFINED
	TRANSPORTATION FFP FOB: Destination PURCHASE REQUEST NUMBER: N2124590940728				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4132AD		77	Hours	$38.00	$2,926.00
	VAN, 20 PAX FFP FOB: Destination PURCHASE REQUEST NUMBER: N2124590940728				
				MAX NET AMT	$2,926.00
	ACRN AA CIN: N21245909407280009AD				$2,926.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4132AH		161	Hours	$28.00	$4,508.00
	SEDAN 4 PAX FFP FOB: Destination PURCHASE REQUEST NUMBER: N2124590940728				
				MAX NET AMT	$4,508.00
	ACRN AA CIN: N21245909407280009AH				$4,508.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4134		UNDEFINED		UNDEFINED	UNDEFINED
	WATER TAXI FFP FOB: Destination PURCHASE REQUEST NUMBER: N2124590940728				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4134AA		164	Hours	$60.00	$9,840.00
	WATER TAXI 48 PAX FFP FOB: Destination PURCHASE REQUEST NUMBER: N2124590940728				
				MAX NET AMT	$9,840.00
	ACRN AA CIN: N21245909407280010AB				$9,840.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
4101	N/A	N/A	N/A	Government
4101AA	N/A	N/A	N/A	Government
4102	N/A	N/A	N/A	Government
4102AA	N/A	N/A	N/A	Government
4107	N/A	N/A	N/A	Government
4107AC	N/A	N/A	N/A	Government

4107AD	N/A	N/A	N/A	Government
4111	N/A	N/A	N/A	Government
4111AB	N/A	N/A	N/A	Government
4112	N/A	N/A	N/A	Government
4112AR	N/A	N/A	N/A	Government
4115	N/A	N/A	N/A	Government
4115AC	N/A	N/A	N/A	Government
4116	N/A	N/A	N/A	Government
4116AA	N/A	N/A	N/A	Government
4124	N/A	N/A	N/A	Government
4124AA	N/A	N/A	N/A	Government
4132	N/A	N/A	N/A	Government
4132AD	N/A	N/A	N/A	Government
4132AH	N/A	N/A	N/A	Government
4134	N/A	N/A	N/A	Government
4134AA	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
4101	N/A	N/A	N/A	N/A
4101AA	N/A	N/A	N/A	N/A
4102	N/A	N/A	N/A	N/A
4102AA	N/A	N/A	N/A	N/A
4107	N/A	N/A	N/A	N/A
4107AC	N/A	N/A	N/A	N/A
4107AD	N/A	N/A	N/A	N/A
4111	N/A	N/A	N/A	N/A
4111AB	N/A	N/A	N/A	N/A
4112	N/A	N/A	N/A	N/A
4112AR	N/A	N/A	N/A	N/A
4115	N/A	N/A	N/A	N/A
4115AC	N/A	N/A	N/A	N/A
4116	N/A	N/A	N/A	N/A

4116AA	N/A	N/A	N/A	N/A
4124	N/A	N/A	N/A	N/A
4124AA	N/A	N/A	N/A	N/A
4132	N/A	N/A	N/A	N/A
4132AD	N/A	N/A	N/A	N/A
4132AH	N/A	N/A	N/A	N/A
4134	N/A	N/A	N/A	N/A
4134AA	N/A	N/A	N/A	N/A

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930.ND2A 252 40443 0 00033 2F 113179 01020002522K
AMOUNT: $24,124.00
CIN N21245909407280001AA: $700.00
CIN N21245909407280002AA: $2,800.00
CIN N21245909407280004AB: $350.00
CIN N21245909407280007AA: $1,500.00
CIN N21245909407280008AA: $1,500.00
CIN N21245909407280009AD: $2,926.00
CIN N21245909407280009AH: $4,508.00
CIN N21245909407280010AB: $9,840.00

AB: 97X4930.ND2A 233 40443 0 00033 2F 113179 010200023331
AMOUNT: $5,000.00
CIN N21245909407280003AC: $800.00
CIN N21245909407280003AD: $1,000.00
CIN N21245909407280006AC: $3,200.00

AC: 97X4930.ND2A 252 40443 0 00033 2F 113179 01020002522N
AMOUNT: $5,760.00
CIN N21245909407280005AR: $5,760.00

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER	PAGE 1 OF 35

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N68047-04-D-0001	01-Nov-2003			

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No Collect Calls)*	8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE N68047

U.S. NAVAL REGIONAL CONTRACTING CENTER
BUILDING 7-4
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS

[X] UNRESTRICTED

[ ] SET ASIDE: % FOR

- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] 8(A)

NAICS:

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

[ ] SEE SCHEDULE

12. DISCOUNT TERMS

Net

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

[ ] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE LTD.
LEONARD FRANCIS
404 TELOK BLANGAH RD
SINGAPORE 098840

TEL. 656-272-9481

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$2,366,246.00 EST

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 **COPIES**

[X] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

REF: Glenn Defense Marine 25 Aug 03

29. AWARD OF CONTRACT: REFERENCE

[ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED: 30-Nov-2006

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) / Director Contracts

TEL: (b)(6), (b)(7)(C)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0A00		552,430	Lot	$1.00	$552,430.00 EST

FFP
Husbanding Services - Brunei
Lot A - Muara
Refer to attached for Base Year pricing schedule (01 Nov 2003 to 31 Oct 2004).

FOB: Destination

ESTIMATED NET AMT $552,430.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0B00		279,605	Lot	$1.00	$279,605.00 EST

FFP
Husbanding Services - Indonesia
Lot B - Bali
FOB: Destination

ESTIMATED NET AMT $279,605.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0C00		219,916	Lot	$1.00	$219,916.00 EST

FFP
Husbanding Services - Indonesia
Lot C - Jakarta
FOB: Destination

ESTIMATED NET AMT	$219,916.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0D00		285,495	Lot	$1.00	$285,495.00 EST

FFP
Husbanding Services - Indonesia
Lot D - Surabaya
FOB: Destination

ESTIMATED NET AMT	$285,495.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0E00		231,936	Lot	$1.00	$231,936.00 EST

FFP
Husbanding Services - Malaysia
Lot E - Kota Kinabalu
FOB: Destination

ESTIMATED NET AMT	$231,936.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0F00		215,234	Lot	$1.00	$215,234.00 EST

FFP
Husbanding Services - Malaysia
Lot F - Kuantan
FOB: Destination

ESTIMATED NET AMT	$215,234.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0G00		140,910	Lot	$1.00	$140,910.00 EST

FFP
Husbanding Services - Malaysia
Lot G - Lumut
FOB: Destination

ESTIMATED NET AMT $140,910.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0H00		190,750	Lot	$1.00	$190,750.00 EST

FFP
Husbanding Services - Malaysia
Lot H - Penang
FOB: Destination

ESTIMATED NET AMT $190,750.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0J00		209,870	Lot	$1.00	$209,870.00 EST

FFP
Husbanding Services - Malaysia
Lot J - Port Klang
FOB: Destination

ESTIMATED NET AMT	$209,870.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0K00		24,700	Lot	$1.00	$24,700.00 EST

FFP
Husbanding Services - Brunei, Indonesia and Malaysia (BIM)
Lot K - Other Ports
FOB: Destination

ESTIMATED NET AMT	$24,700.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0L00		15,400	Lot	$1.00	$15,400.00 EST

FFP
Husbanding Services - Timor Leste
Lot L - All Ports
FOB: Destination

ESTIMATED NET AMT $15,400.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1A00 OPTION		552,430	Lot	$1.00	$552,430.00 EST

FFP
Husbanding Services - Brunei
Lot A - Muara
Refer to attached for Option Year 1 pricing schedule (01 Nov 2004 to 31 Oct 2005).

FOB: Destination

ESTIMATED NET AMT $552,430.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1B00 OPTION		279,605	Lot	$1.00	$279,605.00 EST

FFP
Husbanding Services - Indonesia
Lot B - Bali
FOB: Destination

ESTIMATED NET AMT	$279,605.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1C00 OPTION		219,916	Lot	$1.00	$219,916.00 EST

FFP
Husbanding Services - Indonesia
Lot C- Jakarta
FOB: Destination

ESTIMATED NET AMT	$219,916.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1D00 OPTION		285,495	Lot	$1.00	$285,495.00 EST

FFP
Husbanding Services - Indonesia
Lot D - Surabaya
FOB: Destination

ESTIMATED NET AMT	$285,495.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1E00 OPTION		231,936	Lot	$1.00	$231,936.00 EST

FFP
Husbanding Services - Malaysia
Lot E - Kota Kinabalu
FOB: Destination

ESTIMATED NET AMT	$231,936.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1F00 OPTION		215,234	Lot	$1.00	$215,234.00 EST

FFP
Husbanding Services - Malaysia
Lot F - Kuantan
FOB: Destination

ESTIMATED NET AMT $215,234.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1G00 OPTION		140,910	Lot	$1.00	$140,910.00 EST

FFP
Husbanding Services - Malaysia
Lot G - Lumut
FOB: Destination

ESTIMATED NET AMT $140,910.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1H00 OPTION		190,750	Lot	$1.00	$190,750.00 EST

FFP
Husbanding Services - Malaysia
Lot H - Penang
FOB: Destination

ESTIMATED NET AMT	$190,750.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1J00 OPTION		209,870	Lot	$1.00	$209,870.00 EST

FFP
Husbanding Services - Malaysia
Lot J - Port Klang
FOB: Destination

ESTIMATED NET AMT	$209,870.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1K00 OPTION		24,700	Lot	$1.00	$24,700.00 EST

FFP
Husbanding Services - Brunei, Indonesia and Malaysia (BIM)
Lot K - Other ports
FOB: Destination

	ESTIMATED NET AMT	$24,700.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1L00 OPTION		15,400	Lot	$1.00	$15,400.00 EST

FFP
Husbanding Services - Timor Leste
Lot L - All ports
FOB: Destination

	NET AMT	$15,400.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2A00 OPTION		552,430	Lot	$1.00	$552,430.00 EST

FFP
Husbanding Services - Brunei
Lot A - Muara
Refer to attached for Option Year 2 pricing schedule (01 Nov 2005 to 31 Oct 2006).

FOB: Destination

ESTIMATED NET AMT	$552,430.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2B00 OPTION		279,605	Lot	$1.00	$279,605.00 EST

FFP
Husbanding Services - Indonesia
Lot B - Bali
FOB: Destination

ESTIMATED NET AMT	$279,605.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2C00 OPTION		219,916	Lot	$1.00	$219,916.00 EST

FFP
Husbanding Services - Indonesia
Lot C - Jakarta
FOB: Destination

ESTIMATED NET AMT	$219,916.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2D00 OPTION		285,495	Lot	$1.00	$285,495.00 EST

FFP
Husbanding Services - Indonesia
Lot D - Surabaya
FOB: Destination

ESTIMATED NET AMT	$285,495.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2E00 OPTION		231,936	Lot	$1.00	$231,936.00 EST

FFP
Husbanding Services - Malaysia
Lot E - Kota Kinabalu
FOB: Destination

ESTIMATED NET AMT	$231,936.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2F00 OPTION		215,234	Lot	$1.00	$215,234.00 EST

FFP
Husbanding Services - Malaysia
Lot F - Kuantan
FOB: Destination

ESTIMATED NET AMT	$215,234.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2G00 OPTION		140,910	Lot	$1.00	$140,910.00 EST

FFP
Husbanding Services - Malaysia
Lot G - Lumut
FOB: Destination

ESTIMATED NET AMT	$140,910.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2H00 OPTION		190,750	Lot	$1.00	$190,750.00 EST

FFP
Husbanding Services - Malaysia
Lot H - Penang
FOB: Destination

ESTIMATED NET AMT	$190,750.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2J00 OPTION		209,870	Lot	$1.00	$209,870.00 EST

FFP
Husbanding Services - Malaysia
Lot J - Port Klang
FOB: Destination

ESTIMATED NET AMT	$209,870.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2K00 OPTION		24,700	Lot	$1.00	$24,700.00 EST

FFP
Husbanding Services - Brunei, Indonesia and Malaysia (BIM)
Lot K - Other Ports
FOB: Destination

ESTIMATED NET AMT	$24,700.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2L00 OPTION		15,400	Lot	$1.00	$15,400.00 EST

FFP
Husbanding Services - Timor Leste
Lot L - All ports
FOB: Destination

NET AMT $15,400.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3A00 OPTION		552,430	Lot	$1.00	$552,430.00 EST

FFP
Husbanding Services - Brunei
Lot A - Muara
Refer to attached for Option Year 3 pricing schedule (01 Nov 2006 to 31 Oct 2007).

FOB: Destination

ESTIMATED NET AMT $552,430.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3B00 OPTION		279,605	Lot	$1.00	$279,605.00 EST

FFP
Husbanding Services - Indonesia
Lot B - Bali
FOB: Destination

ESTIMATED NET AMT	$279,605.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3C00 OPTION		219,916	Lot	$1.00	$219,916.00 EST

FFP
Husbanding Services - Indonesia
Lot C - Jakarta
FOB: Destination

ESTIMATED NET AMT	$219,916.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3D00 OPTION		285,495	Lot	$1.00	$285,495.00 EST

FFP
Husbanding Services - Indonesia
Lot D - Surabaya
FOB: Destination

ESTIMATED NET AMT	$285,495.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3E00 OPTION		231,936	Lot	$1.00	$231,936.00 EST

FFP
Husbanding Services - Malaysia
Lot E - Kota Kinabalu
FOB: Destination

ESTIMATED NET AMT	$231,936.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3F00 OPTION		215,234	Lot	$1.00	$215,234.00 EST

FFP
Husbanding Services - Malaysia
Lot F - Kuantan
FOB: Destination

ESTIMATED NET AMT	$215,234.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3G00 OPTION		140,910	Lot	$1.00	$140,910.00 EST

FFP
Husbanding Services - Malaysia
Lot G- Lumut
FOB: Destination

ESTIMATED NET AMT	$140,910.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3H00 OPTION		190,750	Lot	$1.00	$190,750.00 EST

FFP
Husbanding Services - Malaysia
Lot H - Penang
FOB: Destination

ESTIMATED NET AMT	$190,750.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3J00 OPTION		209,870	Lot	$1.00	$209,870.00 EST

FFP
Husbanding Services - Malaysia
Lot J - Port Klang
FOB: Destination

ESTIMATED NET AMT	$209,870.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3K00 OPTION		24,700	Lot	$1.00	$24,700.00 EST

FFP
Husbanding Services - Brunei, Indonesia and Malaysia (BIM)
Lot K - Other Ports
FOB: Destination

ESTIMATED NET AMT	$24,700.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3L00 OPTION		15,400	Lot	$1.00	$15,400.00 EST

FFP
Husbanding Services - Timor Leste
Lot L - All ports
FOB: Destination

NET AMT	$15,400.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4A00 OPTION		552,430	Lot	$1.00	$552,430.00 EST

FFP
Husbanding Services - Brunei
Lot A - Muara
Refer to attached for Option Year 4 pricing schedule (01 Nov 2007 to 31 Oct 2008).

FOB: Destination

ESTIMATED NET AMT $552,430.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4B00 OPTION		279,605	Lot	$1.00	$279,605.00 EST

FFP
Husbanding Services - Indonesia
Lot B - Bali
FOB: Destination

ESTIMATED NET AMT $279,605.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4C00 OPTION		219,916	Lot	$1.00	$219,916.00 EST
	FFP Husbanding Services - Indonesia Lot C - Jakarta FOB: Destination				
				ESTIMATED NET AMT	$219,916.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4D00 OPTION		285,495	Lot	$1.00	$285,495.00 EST
	FFP Husbanding Services - Indonesia Lot D - Surabaya FOB: Destination				
				ESTIMATED NET AMT	$285,495.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4E00 OPTION		231,936	Lot	$1.00	$231,936.00 EST

FFP
Husbanding Services - Malaysia
Lot E - Kota Kinabalu
FOB: Destination

ESTIMATED NET AMT	$231,936.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4F00 OPTION		215,234	Lot	$1.00	$215,234.00 EST

FFP
Husbanding Services - Malaysia
Lot F - Kuantan
FOB: Destination

ESTIMATED NET AMT	$215,234.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4G00 OPTION		140,910	Lot	$1.00	$140,910.00 EST

FFP
Husbanding Services - Malaysia
Lot G - Lumut
FOB: Destination

ESTIMATED NET AMT $140,910.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4H00 OPTION		190,750	Lot	$1.00	$190,750.00 EST

FFP
Husbanding Services - Malaysia
Lot H - Penang
FOB: Destination

ESTIMATED NET AMT $190,750.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4J00 OPTION		209,870	Lot	$1.00	$209,870.00 EST

FFP
Husbanding Services - Malaysia
Lot J - Port Klang
FOB: Destination

ESTIMATED NET AMT $209,870.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4K00 OPTION		24,700	Lot	$1.00	$24,700.00 EST

FFP
Husbanding Services - Brunei, Indonesia and Malaysia (BIM)
Lot K - Other Ports
FOB: Destination

ESTIMATED NET AMT $24,700.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4L00 OPTION		15,400	Lot	$1.00	$15,400.00 EST

FFP
Husbanding Services - Timor Leste
Lot L - All ports
FOB: Destination

NET AMT $15,400.00 (EST.)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0A00	Destination	Government	Destination	Government
0B00	Destination	Government	Destination	Government
0C00	Destination	Government	Destination	Government
0D00	Destination	Government	Destination	Government
0E00	Destination	Government	Destination	Government
0F00	Destination	Government	Destination	Government
0G00	Destination	Government	Destination	Government
0H00	Destination	Government	Destination	Government
0J00	Destination	Government	Destination	Government
0K00	Destination	Government	Destination	Government
0L00	Destination	Government	Destination	Government
1A00	Destination	Government	Destination	Government
1B00	Destination	Government	Destination	Government
1C00	Destination	Government	Destination	Government
1D00	Destination	Government	Destination	Government
1E00	Destination	Government	Destination	Government
1F00	Destination	Government	Destination	Government
1G00	Destination	Government	Destination	Government
1H00	Destination	Government	Destination	Government
1J00	Destination	Government	Destination	Government
1K00	Destination	Government	Destination	Government
1L00	Destination	Government	Destination	Government
2A00	Destination	Government	Destination	Government
2B00	Destination	Government	Destination	Government
2C00	Destination	Government	Destination	Government
2D00	Destination	Government	Destination	Government
2E00	Destination	Government	Destination	Government

2F00	Destination	Government	Destination	Government
2G00	Destination	Government	Destination	Government
2H00	Destination	Government	Destination	Government
2J00	Destination	Government	Destination	Government
2K00	Destination	Government	Destination	Government
2L00	Destination	Government	Destination	Government
3A00	Destination	Government	Destination	Government
3B00	Destination	Government	Destination	Government
3C00	Destination	Government	Destination	Government
3D00	Destination	Government	Destination	Government
3E00	Destination	Government	Destination	Government
3F00	Destination	Government	Destination	Government
3G00	Destination	Government	Destination	Government
3H00	Destination	Government	Destination	Government
3J00	Destination	Government	Destination	Government
3K00	Destination	Government	Destination	Government
3L00	Destination	Government	Destination	Government
4A00	Destination	Government	Destination	Government
4B00	Destination	Government	Destination	Government
4C00	Destination	Government	Destination	Government
4D00	Destination	Government	Destination	Government
4E00	Destination	Government	Destination	Government
4F00	Destination	Government	Destination	Government
4G00	Destination	Government	Destination	Government
4H00	Destination	Government	Destination	Government
4J00	Destination	Government	Destination	Government
4K00	Destination	Government	Destination	Government
4L00	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0A00	POP 01-NOV-2003 TO 31-OCT-2004	N/A	N/A FOB: Destination	
0B00	POP 01-NOV-2003 TO 31-OCT-2004	N/A	N/A FOB: Destination	
0C00	POP 01-NOV-2003 TO 31-OCT-2004	N/A	N/A FOB: Destination	
0D00	POP 01-NOV-2003 TO 31-OCT-2004	N/A	N/A FOB: Destination	
0E00	POP 01-NOV-2003 TO 31-OCT-2004	N/A	N/A FOB: Destination	

0F00	POP 01-NOV-2003 TO 31-OCT-2004	N/A	N/A FOB: Destination
0G00	POP 01-NOV-2003 TO 31-OCT-2004	N/A	N/A FOB: Destination
0H00	POP 01-NOV-2003 TO 31-OCT-2004	N/A	N/A FOB: Destination
0J00	POP 01-NOV-2003 TO 31-OCT-2004	N/A	N/A FOB: Destination
0K00	POP 01-NOV-2003 TO 31-OCT-2004	N/A	N/A FOB: Destination
0L00	POP 01-NOV-2003 TO 31-OCT-2004	N/A	N/A FOB: Destination
1A00	POP 01-NOV-2004 TO 31-OCT-2005	N/A	N/A FOB: Destination
1B00	POP 01-NOV-2004 TO 31-OCT-2005	N/A	N/A FOB: Destination
1C00	POP 01-NOV-2004 TO 31-OCT-2005	N/A	N/A FOB: Destination
1D00	POP 01-NOV-2004 TO 31-OCT-2005	N/A	N/A FOB: Destination
1E00	POP 01-NOV-2004 TO 31-OCT-2005	N/A	N/A FOB: Destination
1F00	POP 01-NOV-2004 TO 31-OCT-2005	N/A	N/A FOB: Destination
1G00	POP 01-NOV-2004 TO 31-OCT-2005	N/A	N/A FOB: Destination
1H00	POP 01-NOV-2004 TO 31-OCT-2005	N/A	N/A FOB: Destination
1J00	POP 01-NOV-2004 TO 31-OCT-2005	N/A	N/A FOB: Destination
1K00	POP 01-NOV-2004 TO 31-OCT-2005	N/A	N/A FOB: Destination
1L00	POP 01-NOV-2004 TO 31-OCT-2005	N/A	N/A FOB: Destination
2A00	POP 01-NOV-2005 TO 31-OCT-2006	N/A	N/A FOB: Destination

2B00	POP 01-NOV-2005 TO 31-OCT-2006	N/A	N/A FOB: Destination
2C00	POP 01-NOV-2005 TO 31-OCT-2006	N/A	N/A FOB: Destination
2D00	POP 01-NOV-2005 TO 31-OCT-2006	N/A	N/A FOB: Destination
2E00	POP 01-NOV-2005 TO 31-OCT-2006	N/A	N/A FOB: Destination
2F00	POP 01-NOV-2005 TO 31-OCT-2006	N/A	N/A FOB: Destination
2G00	POP 01-NOV-2005 TO 31-OCT-2006	N/A	N/A FOB: Destination
2H00	POP 01-NOV-2005 TO 31-OCT-2006	N/A	N/A FOB: Destination
2J00	POP 01-NOV-2005 TO 31-OCT-2006	N/A	N/A FOB: Destination
2K00	POP 01-NOV-2005 TO 31-OCT-2006	N/A	N/A FOB: Destination
2L00	POP 01-NOV-2005 TO 31-OCT-2006	N/A	N/A FOB: Destination
3A00	POP 01-NOV-2006 TO 31-OCT-2007	N/A	N/A FOB: Destination
3B00	POP 01-NOV-2006 TO 31-OCT-2007	N/A	N/A FOB: Destination
3C00	POP 01-NOV-2006 TO 31-OCT-2007	N/A	N/A FOB: Destination
3D00	POP 01-NOV-2006 TO 31-OCT-2007	N/A	N/A FOB: Destination
3E00	POP 01-NOV-2006 TO 31-OCT-2007	N/A	N/A FOB: Destination
3F00	POP 01-NOV-2006 TO 31-OCT-2007	N/A	N/A FOB: Destination
3G00	POP 01-NOV-2006 TO 31-OCT-2007	N/A	N/A FOB: Destination

3H00	POP 01-NOV-2006 TO 31-OCT-2007	N/A	N/A FOB: Destination
3J00	POP 01-NOV-2006 TO 31-OCT-2007	N/A	N/A FOB: Destination
3K00	POP 01-NOV-2006 TO 31-OCT-2007	N/A	N/A FOB: Destination
3L00	POP 01-NOV-2006 TO 31-OCT-2007	N/A	N/A FOB: Destination
4A00	POP 01-NOV-2007 TO 31-OCT-2008	N/A	N/A FOB: Destination
4B00	POP 01-NOV-2007 TO 31-OCT-2008	N/A	N/A FOB: Destination
4C00	POP 01-NOV-2007 TO 31-OCT-2008	N/A	N/A FOB: Destination
4D00	POP 01-NOV-2007 TO 31-OCT-2008	N/A	N/A FOB: Destination
4E00	POP 01-NOV-2007 TO 31-OCT-2008	N/A	N/A FOB: Destination
4F00	POP 01-NOV-2007 TO 31-OCT-2008	N/A	N/A FOB: Destination
4G00	POP 01-NOV-2007 TO 31-OCT-2008	N/A	N/A FOB: Destination
4H00	POP 01-NOV-2007 TO 31-OCT-2008	N/A	N/A FOB: Destination
4J00	POP 01-NOV-2007 TO 31-OCT-2008	N/A	N/A FOB: Destination
4K00	POP 01-NOV-2007 TO 31-OCT-2008	N/A	N/A FOB: Destination
4L00	POP 01-NOV-2007 TO 31-OCT-2008	N/A	N/A FOB: Destination

Block 1 of SF 1449: Req No.: N68047-03-RC-SG020
Block 5 of SF 1449: Solicitation No.: N68047-03-R-0005
Block 6 of SF 1449: Solicitation Issue Date: 25 Jul 2003
Block 7a of SF 1449 (b)(6), (b)(7)(C)
Block 7b of SF 1449: (b)(6), (b)(7)(C)
Block 8 of SF 1449: 25 Aug 2003@1200 hrs, Singapore Time

Block 14 of SF 1449 : (X) RFP
Block 18a of SF 1449: As shown on individual task or delivery orders.
Block 23 of SF 1449: Excluding Port Tariff , Block 24 of SF 1449 Estimated $1,750,866.00
Block 23 of SF 1449: Including Port Tariff, Block 24 of SF 1449 Estimated $2,366,246.00
Block 25 of SF 1449: To be provided on individual task or delivery order .

Remarks:
This contract is migrated on PD2 on 30 Nov 2006. Contract was awarded on 01 Nov 2003 and signed by Mr. Michael E. Maceyko, Contracting Officer , U.S. Naval Regional Contracting Officer, Singapore on 9 Oct 2003. Contract is for base year and four one option years
(Base Year – 1 Nov 2003 to 31 Oct 2004
Option One Year – 1 Nov 2004 to 31 Oct 2005
Option Two Year – 1 Nov 2005 to 31 Oct 2006
Option Three Year – 1 Nov 2006 to 31 Oct 2007
Option Four Year - 1 Nov 2007 to 31 Oct 2008).

All modifications issued and pricing schedules are available on “P” drive and hard copies on file.
Total estimated quantity and unit price for the base and option periods are changed in order for PD2 program to issue individual delivery orders. The total estimated price for the base and each of the option periods remain unchanged. Individual delivery orders will reference the pricing schedules for actual CLINs and SUBCLINs ordered. Estimated quantities and actual unit prices for the CLINs and SUBCLINs are available on “P”drive and hard copies on file as part of each individual order.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00019	29-Apr-2009		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	NAVAL REGIONAL CONTRACTING CENTER SINGAPORE FPO AP 96534-2100	N68047

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N68047-04-D-0001
	X	10B. DATED (SEE ITEM 13) 01-Nov-2003
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
UNILATERAL MODIFICATION

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt010916243

1. The purpose of this modification is to delete CLIN titled "Dockage and Wharfage Fee - Port Provided" and "Fleet Landing - Port Provided" for Option Year 4 that applies to all ports in Brunei and Malaysia. See enclosure 1 for the language.

2. The estimated contract grand total is decreased by US$278,300 from US$11,930,130.00 to a new total of US$11,651,830.00

3. This change is reflected in Section 4e, Schedule of Services for Option Year 4 and Section 9a, Attachment 1, Port Tariff Type Costs. (See attached - highlighted in yellow).

4. All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 29-Apr-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00018	27-Apr-2009		

6. ISSUED BY CODE N40345

FISC DET SINGAPORE
DET SINGAPORE
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

7. ADMINISTERED BY (If other than item 6) CODE N68047

NAVAL REGIONAL CONTRACTING CENTER
SINGAPORE
FPO AP 96534-2100

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

GLENN DEFENSE MARINE (ASIA) PTE. LTD.
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

CODE QB341 FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. N68047-04-D-0001
X	10B. DATED (SEE ITEM 13) 01-Nov-2003

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
MUTUAL AGREEMENT

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt010916048

1. The purpose of this modification is to rescind Modification P00017 dated 22 Apr 09 in its entirety.

2. This modification extends the current contract performance from 01 May 09 to 31 Oct 09.

3. The Contractor agrees to hold the unit prices for Option Year 4, Schedule of Services, firm for the six (6) months duration.

4. All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED

(Signature of person authorized to sign)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
(b)(6), (b)(7)(C) CONTRACTING OFFICER
TEL: (b)(6), (b)(7)(C)

16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
BY 29-Apr-2009
(Signature of Contracting Officer)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 4A00
The MILSTRIP has changed from N4034508RCSG000900017 to N4034508RCSG000900018.

CLIN 4B00
The MILSTRIP has changed from N4034508RCSG000900017 to N4034508RCSG000900018.

CLIN 4C00
The MILSTRIP has changed from N4034508RCSG000900017 to N4034508RCSG000900018.

CLIN 4D00
The MILSTRIP has changed from N4034508RCSG000900017 to N4034508RCSG000900018.

CLIN 4E00
The MILSTRIP has changed from N4034508RCSG000900017 to N4034508RCSG000900018.

CLIN 4F00
The MILSTRIP has changed from N4034508RCSG000900017 to N4034508RCSG000900018.

CLIN 4G00
The MILSTRIP has changed from N4034508RCSG000900017 to N4034508RCSG000900018.

CLIN 4H00
The MILSTRIP has changed from N4034508RCSG000900017 to N4034508RCSG000900018.

CLIN 4J00
The MILSTRIP has changed from N4034508RCSG000900017 to N4034508RCSG000900018.

CLIN 4K00
The MILSTRIP has changed from N4034508RCSG000900017 to N4034508RCSG000900018.

CLIN 4L00
The MILSTRIP has changed from N4034508RCSG000900017 to N4034508RCSG000900018.

CLIN 4M00
The MILSTRIP has changed from N4034508RCSG000900017 to N4034508RCSG000900018.

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 4A00 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-OCT-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 4B00 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-OCT-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 4C00 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-OCT-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 4D00 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-OCT-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 4E00 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-OCT-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 4F00 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-OCT-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 4G00 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-OCT-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 4H00 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-OCT-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 4J00 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-OCT-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 4K00 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC

POP 01-MAY-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-OCT-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 4L00 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-OCT-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 4M00 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-OCT-2009	N/A	N/A FOB: Destination	

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00017	22-Apr-2009		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	NAVAL REGIONAL CONTRACTING CENTER SINGAPORE FPO AP 96534-2100	N68047

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD. LEONARD FRANCIS 404 TELOK BLANGAH RD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N68047-04-D-0001
	X	10B. DATED (SEE ITEM 13) 01-Nov-2003
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
MUTUAL AGREEMENT

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt010915676

1. The purpose of this modification is to extend the contract performance of services for four (4) months from 01 May 09 to 31 Aug 09.

2. There is no change in the price as a result of this modification.

3. All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 22-Apr-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The order period end date 31-Aug-2009 has been added.
The order period start date 22-Apr-2009 has been added.

SUPPLIES OR SERVICES AND PRICES

CLIN 4A00
The MILSTRIP N4034508RCSG000900017 has been added.

CLIN 4B00
The MILSTRIP N4034508RCSG000900017 has been added.

CLIN 4C00
The MILSTRIP N4034508RCSG000900017 has been added.

CLIN 4D00
The MILSTRIP N4034508RCSG000900017 has been added.

CLIN 4E00
The MILSTRIP N4034508RCSG000900017 has been added.

CLIN 4F00
The MILSTRIP N4034508RCSG000900017 has been added.

CLIN 4G00
The MILSTRIP N4034508RCSG000900017 has been added.

CLIN 4H00
The MILSTRIP N4034508RCSG000900017 has been added.

CLIN 4J00
The MILSTRIP N4034508RCSG000900017 has been added.

CLIN 4K00
The MILSTRIP N4034508RCSG000900017 has been added.

CLIN 4L00
The MILSTRIP N4034508RCSG000900017 has been added.

CLIN 4M00
The MILSTRIP N4034508RCSG000900017 has been added.

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 4A00 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 30-APR-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 4B00 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 30-APR-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 4C00 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC

POP 01-NOV-2007 TO 30-APR-2009	N/A	N/A FOB: Destination

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 4D00 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 30-APR-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 4E00 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 30-APR-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 4F00 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 30-APR-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 4G00 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 30-APR-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 4H00 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 30-APR-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 4J00 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 30-APR-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 4K00 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 30-APR-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 4L00 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 30-APR-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 4M00 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 30-APR-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination	

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00016	01-Oct-2008		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	NAVAL REGIONAL CONTRACTING CENTER SINGAPORE FPO AP 96534-2100	N68047

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD. LEONARD FRANCIS 404 TELOK BLANGAH RD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N68047-04-D-0001
	X	10B. DATED (SEE ITEM 13) 01-Nov-2003
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
FAR 52.217-8, Option to Extend Services

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt010828700

1. The purpose of this modification is to extend the contract performance of services under this contract from 01 Nov 08 to 30 Apr 09 in accordance with the clause FAR 52.217-8, Option to Extend Services.

2. There is no change in the estimated total contract price as a result of this extension.

3. All other terms and conditions shall remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED
01-Oct-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 4A00
- The FSC code R706 has been added.
- The PROG code A30 has been added.
- The WSC Equipment code AAC has been added.
- The SIC code 8900 has been added.
- The NAICS code 561990 has been added.
- The MDAP/MAIS Code 000 has been added.

CLIN 4B00
- The FSC code R706 has been added.
- The PROG code A30 has been added.
- The WSC Equipment code AAC has been added.
- The SIC code 8900 has been added.
- The NAICS code 561990 has been added.
- The MDAP/MAIS Code 000 has been added.

CLIN 4C00
- The FSC code R706 has been added.
- The PROG code A30 has been added.
- The WSC Equipment code AAC has been added.
- The SIC code 8900 has been added.
- The NAICS code 561990 has been added.
- The MDAP/MAIS Code 000 has been added.

CLIN 4D00
- The FSC code R706 has been added.
- The PROG code A30 has been added.
- The WSC Equipment code AAC has been added.
- The SIC code 8900 has been added.
- The NAICS code 561990 has been added.
- The MDAP/MAIS Code 000 has been added.

CLIN 4E00
- The FSC code R706 has been added.
- The PROG code A30 has been added.
- The WSC Equipment code AAC has been added.

The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

CLIN 4F00

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code AAC has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

CLIN 4G00

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code AAC has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

CLIN 4H00

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code AAC has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

CLIN 4J00

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code AAC has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

CLIN 4K00

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code AAC has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

CLIN 4L00

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code AAC has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

CLIN 4M00

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code AAC has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

DELIVERIES AND PERFORMANCE

The following Delivery Schedule Item has been deleted from CLIN 4A00:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 31-OCT-2008	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 4A00:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 30-APR-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule Item has been deleted from CLIN 4B00:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 31-OCT-2008	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 4B00:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 30-APR-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule Item has been deleted from CLIN 4C00:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 31-OCT-2008	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 4C00:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 30-APR-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule Item has been deleted from CLIN 4D00:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 31-OCT-2008	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 4D00:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 30-APR-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule Item has been deleted from CLIN 4E00:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 31-OCT-2008	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 4E00:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 30-APR-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule Item has been deleted from CLIN 4F00:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC

POP 01-NOV-2007 TO 31-OCT-2008	N/A	N/A FOB: Destination

The following Delivery Schedule item has been added to CLIN 4F00:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 30-APR-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule Item has been deleted from CLIN 4G00:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 31-OCT-2008	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 4G00:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 30-APR-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule Item has been deleted from CLIN 4H00:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 31-OCT-2008	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 4H00:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 30-APR-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule Item has been deleted from CLIN 4J00:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 31-OCT-2008	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 4J00:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 30-APR-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule Item has been deleted from CLIN 4K00:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 31-OCT-2008	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 4K00:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 30-APR-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule Item has been deleted from CLIN 4L00:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 31-OCT-2008	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 4L00:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2007 TO 30-APR-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule Item has been deleted from CLIN 4M00:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-APR-2008 TO 31-OCT-2008	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 4M00:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC

POP 01-NOV-2007 TO 30-APR-2009	N/A	N/A FOB: Destination

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00015	23-May-2008		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD. LEONARD FRANCIS 404 TELOK BLANGAH RD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N68047-04-D-0001
	X	10B. DATED (SEE ITEM 13) 01-Nov-2003
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt010817739

1. This modification is issued to remove Lot M, OOTW under Section 4e and Section C, Statement of Work (SOW), paragraph 36, Operations Other Than War (OOTW) in its entirety and replaced with new Lot M (Section 4e) and Paragraph 36 (SOW).

2. All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 22-May-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been modified:

STATEMENT OF WORK

36. OPERATIONS OTHER THAN WAR (OOTW) AND CONTINGENCY EXERCISE/ LOGISTIC SUPPORT FEES (LOT 3) (CLIN XX36)

36.1. Operations Other Than War (OOTW), sometimes referred to as "contingencies", are defined as emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. In addition to rescue and humanitarian relief missions, military contingencies can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property; training efforts and exercises in preparation for actual contingencies shall also be included.

36.2. An exercise is defined as a prearranged, preplanned evolution being conducted between the U. S. Government and a foreign nation for Humanitarian, training, or other purpose of a specified duration. The name of the event will generally, but may not always, include the word "exercise."

36.3. Logistic Support is defined as goods and services provided in a background framework to an operation or an exercise. Logistics Support can take place in the immediate vicinity of the operation/exercise or a great distance away.

36.4. An operation can be further defined as an unplanned, real world deployment of troops for an indefinite period of time. It can include Non-combatant Evacuation Operations (NEO's).

36.5. The Navy's Husbanding Contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a country wide network familiar with the different political and commercial infrastructures, as well as cultural and language nuances where the OOTW and/or Exercise/ Logistic Support is conducted to ensure timely fulfillment of the Navy's requirements. In addition to the above, the Contractor shall furnish personnel with the following qualifications:

36.5.1. ability to speak the local language in the country of the OOTW and/or Exercise/ Logistic Support
36.5.2. capacity to travel to the OOTW or forward logistic site within 24 hours of notification
36.5.3. current innoculation records
36.5.4. possess a valid up-to-date passport.

36.6. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. The POC or his representative is there to assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The Contractor shall ensure that sufficient personnel are available at each support location to effectively perform all necessary tasks. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

36.7. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the Contractor's Husbanding fees and CLINS shall apply.

36.8. If an advance party arrives in a country for OOTW, the Contractor shall bill at the OOTW subsequent day rate. If the operation is on going, the Contractor shall bill the OOTW first day rate and then subsequent days. The Contractor may be required to support multiple operations at the same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the Contractor's services are ordered.

36.9. A sample of the potential list of OOTW and/or Exercise/ Logistic Support supplies and services is provided for contractor reference in Exhibit C. The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the Husbanding Contractor shall make every effort to locate at least three sources.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00014	15-Apr-2008		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N68047-04-D-0001
	X	10B. DATED (SEE ITEM 13) 01-Nov-2003
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
Mutual Agreement

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt010814802

1. The purpose of this modification is to add the following:
   a. Add Lot M, Operations Other Than War (OOTW)/Contingency Exercise Logitic Support for all locations in Brunei, Indonesia, Malaysia and East Timor (BIMET) for Option Year 4.
   b. Add Paragraph 36, Operations Other Than War (OOTW)/Contingency Exercise Logistic Support and Paragraph 37, OOTW Cost Report language under Section V, Statement of Work.
   c. Add Attachment 13, OOTW Sample Provisions.
2. The estimated contract grand total is increased by US$98,900.00 from US$11,831,230.00 to a new grand total of US$11,930,130.00.
3. The new conformed copy of the Statement of Work (added paragraphs are highlighted in yellow).
4. Attachment 13, OOTW Sample Provisions and Section 4e, Lot M, Schedule of Services and Supplies are attached.
5. All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 15-Apr-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

STATEMENT OF WORK

36. OPERATIONS OTHER THAN WAR (OOTW) AND CONTINGENCY EXERCISE/ LOGISTIC SUPPORT FEES (LOT 3) (CLIN XX36)

36.1. Operations Other Than War (OOTW), sometimes referred to as "contingencies", are defined as emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. In addition to rescue and humanitarian relief missions, military contingencies can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property; training efforts and exercises in preparation for actual contingencies shall also be included.

36.2. An exercise is defined as a prearranged, preplanned evolution being conducted between the U. S. Government and a foreign nation for Humanitarian, training, or other purpose of a specified duration. The name of the event will generally, but may not always, include the word "exercise."

36.3. Logistic Support is defined as goods and services provided in a background framework to an operation or an exercise. Logistics Support can take place in the immediate vicinity of the operation/exercise or a great distance away.

36.4. An operation can be further defined as an unplanned, real world deployment of troops for an indefinite period of time. It can include Non-combatant Evacuation Operations (NEO's).

36.5. The Navy's Husbanding Contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a country wide network familiar with the different political and commercial infrastructures, as well as cultural and language nuances where the OOTW and/or Exercise/ Logistic Support is conducted to ensure timely fulfillment of the Navy's requirements. In addition to the above, the Contractor shall furnish personnel with the following qualifications:

36.5.1. ability to speak the local language in the country of the OOTW and/or Exercise/ Logistic Support
36.5.2. capacity to travel to the OOTW or forward logistic site within 24 hours of notification
36.5.3. current innoculation records
36.5.4. possess a valid up-to-date passport.

36.6. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. He is there to assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The contractor team shall consist of a minimum of two personnel per location that the OOTW and/or Exercise/ Logistic Support is being conducted. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

36.7. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the Contractor's Husbanding fees and CLINS shall apply.

36.8. A sample of the potential list of OOTW and/or Exercise/ Logistic Support supplies and services is provided for contractor reference in Exhibit C. The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the Husbanding Contractor shall make every effort to locate at least three sources.

37. OOTW COST REPORT (CLIN XX37)

37.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for OOTW or each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The sample report format is provided in Exhibit D – CRAFT.

37.2. The report shall be submitted to FISC Detachment Singapore Contracting Officer or FISC Detachment Singapore within seven (7) working days of each ship's departure

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 4M00 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4M00 OPTION		98,900	Lot	$1.00	$98,900.00 EST

FFP
Operations Other Than War (OOTW)/Contingency Exercise Logistic Support Lot M - all locations of Brunei, Indonesia, Malaysia and East Timor
FOB: Destination

ESTIMATED NET AMT	$98,900.00 (EST.)

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to CLIN 4M00:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-APR-2008 TO 31-OCT-2008	N/A	N/A FOB: Destination	

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 4M00:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	N/A	Government

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00013	10-Oct-2007		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	NAVAL REGIONAL CONTRACTING CENTER SINGAPORE FPO AP 96534-2100	N68047

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD. LEONARD FRANCIS 404 TELOK BLANGAH RD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N68047-04-D-0001
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 01-Nov-2003

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Option to Extend the Term of the Contract (FAR 52.217-9)(MAR 2000)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssnk01082541

1. This is a shell modification. A hard copy of modification no. P00013 of the above-numbered contract is on file.

The purpose of this modification is to exercise the fourth Option Year of the above contract for husbanding services - Brunei, Indonesia, Malaysia and Timor Leste (formerly East timor) (BIMET) in accordance with Section VII, 3(I) Option to Extend the Term of the Contract (FAR 52.217-9)(MAR 2000).

As a result of this modification, the estimated total contract value is increased by US$2,366,246.00 from US$9,464,984.00 to US$11,831,230.00.

The period of performance of the Option Period IV is from 01 Nov 2007 to 31 Oct 2008.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 03-Nov-2007

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $2,366,246.00 from $9,464,984.00 (EST) to $11,831,230.00 (EST).

SUPPLIES OR SERVICES AND PRICES

CLIN 4A00
The option status has changed from Option to Option Exercised.

CLIN 4B00
The option status has changed from Option to Option Exercised.

CLIN 4C00
The option status has changed from Option to Option Exercised.

CLIN 4D00
The option status has changed from Option to Option Exercised.

CLIN 4E00
The option status has changed from Option to Option Exercised.

CLIN 4F00
The option status has changed from Option to Option Exercised.

CLIN 4G00
The option status has changed from Option to Option Exercised.

CLIN 4H00
The option status has changed from Option to Option Exercised.

CLIN 4J00
The option status has changed from Option to Option Exercised.

CLIN 4K00
The option status has changed from Option to Option Exercised.

CLIN 4L00
The option status has changed from Option to Option Exercised.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00012	31-Oct-2006		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. NAVAL REGIONAL CONTRACTING CENTER BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N68047

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD. LEONARD FRANCIS 404 TELOK BLANGAH RD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N68047-04-D-0001
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 01-Nov-2003

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Migrated on PD2 Program

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nysbfk01082540

1. This is a shell modification. A hard copy of bi-lateral modification no. P00010 of the above-numbered contract is on file.

Req No.: N40345-07-RC-SG0003
"Migrated on PD2 program, 03 Nov 2007".

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	03-Nov-2007

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The 'issued by' organization has changed from
U.S. NAVAL REGIONAL CONTRACTING CENTER
BUILDING 7-4
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657
to
NAVAL REGIONAL CONTRACTING CENTER
SINGAPORE
FPO AP 96534-2100

The 'administered by' organization has changed from
U.S. NAVAL REGIONAL CONTRACTING CENTER
BUILDING 7-4
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657
to
NAVAL REGIONAL CONTRACTING CENTER
SINGAPORE
FPO AP 96534-2100

The 'Payment will be made by' organization below has been added:
U.S. NAVY REGION CENTER SINGAPORE
DISBURSING OFFICER
PSA SEMBAWANG TERMINAL, BUILDING 7-4,
DEPTFORD ROAD
SINGAPORE 759657

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00009	10-Oct-2006		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. NAVAL REGIONAL CONTRACTING CENTER PSA SEMBAWANG TERMINAL BUILDING 7-4,DEPTFORD ROAD SINGAPORE 759657	N68047	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD. LEONARD FRANCIS 404 TELOK BLANGAH RD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N68047-04-D-0001
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 01-Nov-2003

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Option To Extend the Term of the Contract (FAR 52.217-9)(MAR 2000).

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzbkf01074505

1. The purpose of this modification is to exercise the third Option Year of the above contract for husbanding services - Brunei, Indonesia, Malaysia and Timor Leste (formerly East Timor)(BIMET) in accordance with Section VII, 3(I) Option to Extend the Term of the Contract (FAR 52.217-9)(MAR 2000).
2. The period of performance of the option period is from 01 Nov 2006 through 31 Oct 2007.

Req No.: N40345-06-RC-SG0019
"Migrated on PD2 program, 30 Nov 2006".

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6), (b)(7)(C) DIRECTOR CONTRACTS TEL: (b)(6), (b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY (b)(6), (b)(7)(C) (Signature of Contracting Officer)	13-Dec-2006

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $2,366,246.00 from $7,098,738.00 (EST) to $9,464,984.00 (EST).

SUPPLIES OR SERVICES AND PRICES

CLIN 3A00
The option status has changed from Option to Option Exercised.

CLIN 3B00
The option status has changed from Option to Option Exercised.

CLIN 3C00
The option status has changed from Option to Option Exercised.

CLIN 3D00
The option status has changed from Option to Option Exercised.

CLIN 3E00
The option status has changed from Option to Option Exercised.

CLIN 3F00
The option status has changed from Option to Option Exercised.

CLIN 3G00
The option status has changed from Option to Option Exercised.

CLIN 3H00
The option status has changed from Option to Option Exercised.

CLIN 3J00
The option status has changed from Option to Option Exercised.

CLIN 3K00
The option status has changed from Option to Option Exercised.

CLIN 3L00
The option status has changed from Option to Option Exercised.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00006	11-Oct-2005		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. NAVAL REGIONAL CONTRACTING CENTER PSA SEMBAWANG TERMINAL BUILDING 7-4, DEPTFORD ROAD SINGAPORE 759657	N68047	U.S. NAVAL REGIONAL CONTRACTING CENTER BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N68047

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD. LEONARD FRANCIS 404 TELOK BLANGAH RD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N68047-04-D-0001
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 01-Nov-2003

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9 - OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzbkf01074504

1. The purpose of this modification is to exercise the second Option Year of Contract N68047-04-D-0001 for Husbanding Services - Brunei, Indonesia, Malaysia and Timor Leste (formerly known as East Timor)(BIMET) in accordance with Section VII, 3 (I) Option To Extend The Term Of The Contract (FAR 52.217-9)(MAR 2000).
2. The Second Option Year period of performance shall be from 01 Nov 2005 through 31 October 2006.

"Migrated on PD2 program, 30 Nov 2006".

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) DIRECTOR CONTRACTS TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
		16C. DATE SIGNED 13-Dec-2006

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $2,366,246.00 from $4,732,492.00 (EST) to $7,098,738.00 (EST).

SUPPLIES OR SERVICES AND PRICES

CLIN 2A00
The option status has changed from Option to Option Exercised.

CLIN 2B00
The option status has changed from Option to Option Exercised.

CLIN 2C00
The option status has changed from Option to Option Exercised.

CLIN 2D00
The option status has changed from Option to Option Exercised.

CLIN 2E00
The option status has changed from Option to Option Exercised.

CLIN 2F00
The option status has changed from Option to Option Exercised.

CLIN 2G00
The option status has changed from Option to Option Exercised.

CLIN 2H00
The option status has changed from Option to Option Exercised.

CLIN 2J00
The option status has changed from Option to Option Exercised.

CLIN 2K00
The option status has changed from Option to Option Exercised.

CLIN 2L00
The option status has changed from Option to Option Exercised.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	09-Oct-2003		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. NAVAL REGIONAL CONTRACTING CENTER PSA SEMBAWANG TERMINAL BUILDING 7-4,DEPTFORD ROAD SINGAPORE 759657	N68047	U.S. NAVAL REGIONAL CONTRACTING CENTER BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N68047

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD. LEONARD FRANCIS 404 TELOK BLANGAH RD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N68047-04-D-0001
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 01-Nov-2003

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9 - OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzbkf01074502

1. This purpose of this modification is to exercise the first Option Year of Contract N68047-04-D-0001 for Husbanding Services - Brunei, Indonesia, Malaysia and Timor Leste (formerly known as East Timor) BIMET in accordance with Section VII, 3 (I) Option To Extend The Term Of The Contract (FAR 52.217-9)(MAR 2000).
2. Option Year period of performance: 01 Nov 2004 through 30 October 2005.

Req No.: N68047-04-RC-SG-037
"Migrated on PD2 program, 30 Nov 2006".

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) / DIRECTOR CONTRACTS TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 11-Dec-2006

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

000428

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $2,366,246.00 from $2,366,246.00 (EST) to $4,732,492.00 (EST).

SUPPLIES OR SERVICES AND PRICES

CLIN 1A00
The option status has changed from Option to Option Exercised.

CLIN 1B00
The option status has changed from Option to Option Exercised.

CLIN 1C00
The option status has changed from Option to Option Exercised.

CLIN 1D00
The option status has changed from Option to Option Exercised.

CLIN 1E00
The option status has changed from Option to Option Exercised.

CLIN 1F00
The option status has changed from Option to Option Exercised.

CLIN 1G00
The option status has changed from Option to Option Exercised.

CLIN 1H00
The option status has changed from Option to Option Exercised.

CLIN 1J00
The option status has changed from Option to Option Exercised.

CLIN 1K00
The option status has changed from Option to Option Exercised.

CLIN 1L00
The option status has changed from Option to Option Exercised.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	02-Nov-2009		

6. ISSUED BY CODE N40345

FISC DET SINGAPORE
DET SINGAPORE
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

7. ADMINISTERED BY (If other than item 6) CODE N68047

U.S. NAVAL REGIONAL CONTRACTING CENTER
SAP BRANCH
PSA SEMBAWANG TERMINAL
BUILDING 7-4,DEPTFORD ROAD
SINGAPORE 759657

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

GLENN DEFENSE MARINE (ASIA) PTE LTD
MR. LEONARD FRANCIS
404 TELOK BLANGAH ROAD
SINGAPORE 098840

CODE QB341 FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. N68047-04-A-4004
X	10B. DATED (SEE ITEM 13) 27-Sep-2004

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

Modification Control Number: nysall01102187

This modification is issued to cancel the expired BPA in PD2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) SUPERVISORY CONTRACT SPECIALIS
		TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer) 17-Nov-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The order period end date 26-Sep-2009 has been added.
The order period start date 27-Sep-2004 has been added.

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: N4034509RCSG0006

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N62649-11-D-0021	15-Sep-2011		N62649-09-R-0041	03-Nov-2009

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)*

8. OFFER DUE DATE/LOCAL TIME: 10:00 AM 22 Feb 2011

9. ISSUED BY: CODE N62649

NAVSUP FLC YOKOSUKA
(CODE 200)
CONTRACTING DEPARTMENT
PSC 473 BOX 11
FPO AP 96349-0011

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: NAICS:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/ OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE. LTD.
(b)(6), (b)(7)(C)
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)6268-5438 / 9798-3163

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$8,056,687.00 EST

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES
- [X] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

REF: Solicitation N62649-09-R-0041

29. AWARD OF CONTRACT: REFERENCE
- [ ] OFFER DATED 15-Feb-2011 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(6), (b)(7)(C)

31c. DATE SIGNED: 12-Sep-2011

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) CONTRACTING OFFICER

TEL: (b)(6), (b)(7)(C)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

PERFORMANCE WORK STATEMENT

SCHEDULE OF SUPPLIES/SERVICES AND PRICES

Note 1: U.S. FISC YOKOSUKA - The official command name for U.S. Fleet and Industrial Supply Center (FISC) Yokosuka changed 1 July 2011. As of 1 July 2011, the official command name for U.S. Fleet and Industrial Supply Center (FISC) Yokosuka will be: NAVSUP Fleet Logistics Center Yokosuka (FLCY). Accordingly, all references throughout the contract have been updated to reflect this name change.

Note 2: This contract is limited to Region 4 (East Asia), Lots 82-99.

A. GENERAL

This contract is for performance of maritime husbanding support for U.S Navy ships visiting ports and operating in Region 4 of the Western Pacific and Indian Ocean. Additionally, the husbanding contractor may be called upon to provide services in support of Operations Other Than War (OOTW) within a Region's territorial boundaries. The Regions, countries and major ports included in each region are as follows:

Region 1 – South Asia (7 countries, 4 major ports)	
Bangladesh	Maldives • Male
Bhutan	Nepal (OOTW)
Burma	Sri Lanka
India • Chennai • Goa • Mumbai	
Region 2 – Southeast Asia (12 countries, 19 major ports)	
Brunei • Muara	Philippines • Manila • Puerto Princesa • Subic Bay
Cambodia • Sihanoukville	Malaysia • Kemaman • Kota Kinabalu • Penang • Sepangar
China • Hong Kong	Singapore • Changi • Sembawang
Indonesia • Bitung • Jakarta • Surabaya	Taiwan
Laos (OOTW)	Thailand • Laem Chabang • Phuket • Sattahip
Palau	Vietnam • Da Nang
Region 3 – Australia and the Pacific Islands (17 countries, 8 major ports)	
Antarctica	New Caledonia • Noumea
Australia • Brisbane	New Zealand

• Darwin • Fremantle • Sydney	
East Timor • Dili	Papua New Guinea
Fiji	Solomon Islands • Honiara
French Polynesia	Tonga • Nuku Alofa
Kiribati	Tuvalu
Marshall Islands	Vanuatu
Micronesia	Western Samoa
Nauru	
Region 4 – East Asia (4 countries, 12 major ports)	
Japan • Fukuoka • Kagoshima • Maizuru • Nagasaki • Osaka • Shimoda • Tokyo	South Korea • Chinhae • Pohang • Busan • Donghae
Mongolia (OOTW)	Russia • Vladivostok

Region Item and Price Structure

Major ports are indicated by name of port (e.g., Goa, Vladivostok, Sydney, etc.). A fully priced proposal must be received for ALL line items in a Region for it to be considered acceptable. For OOTW, a proposal only for Management Fees is required.

The contract is sub-divided into Lots. Targeted lots are identified in bold print below and by highlighted tabs in Attachment 2, Pricing Schedule. Lots may be for individual ports or they may include several ports under one Lot. For this contract, the following Lots apply:

Region 1 – Lots 01 – 15 (7 countries, 4 major ports)

Lot 01 – Bangladesh, All Ports, Husbanding Services and OOTW
Lot 02 – Burma (Myanmar), All Ports, Husbanding Services and OOTW
Lot 03 – India, Chennai, Husbanding Services and OOTW (*)
Lot 04 – India, Goa, Husbanding Services and OOTW (*)
Lot 05 – India, Mumbai, Husbanding Services and OOTW (*)
Lot 06 – India, All Other Ports, Husbanding Services and OOTW
Lot 07 – Maldives, Male, Husbanding Services and OOTW (*)
Lot 08 – Maldives, All Other Ports, Husbanding Services and OOTW
Lot 09 – Sri Lanka, All Ports, Husbanding Services and OOTW
Lot 10 – Nepal, OOTW
Lot 11 – Bhutan, OOTW
Lot 12 – 15, Reserved

Region 2 – Lots 16 – 51 (12 countries, 19 major ports)

Lot 16 – Brunei, Muara, Husbanding Services and OOTW (*)

Lot 17 – Brunei, All Other Ports, Husbanding Services and OOTW
Lot 18 – Cambodia, Sihanoukville, Husbanding Services and OOTW (*)
Lot 19 – Cambodia, All Other Ports, Husbanding Services and OOTW
Lot 20 – China, Hong Kong, Husbanding Services and OOTW (*)
Lot 21 – Indonesia, Bitung, Husbanding Services and OOTW (*)
Lot 22 – Indonesia, Jakarta, Husbanding Services and OOTW (*)
Lot 23 – Indonesia, Surabaya, Husbanding Services and OOTW (*)
Lot 24 – Indonesia, All Other Ports, Husbanding Services and OOTW
Lot 25 – Palau, All Ports, Husbanding Services and OOTW
Lot 26 – Philippines, Manila, Husbanding Services and OOTW (*)
Lot 27 – Philippines, Puerto Princesa, Husbanding Services and OOTW (*)

Lot 28 – Philippines, Subic Bay, Husbanding Services and OOTW (*)
Lot 29 – Philippines, All Other Ports, Husbanding Services and OOTW (*)
Lot 30 – Malaysia, Kemaman, Husbanding Services and OOTW (*)
Lot 31 – Malaysia, Kota Kinabalu, Husbanding Services and OOTW (*)
Lot 32 – Malaysia, Penang, Husbanding Services and OOTW (*)
Lot 33 – Reserved
Lot 34 – Malaysia, Sepangar, Husbanding Services and OOTW (*)
Lot 35 – Malaysia, All Other Ports, Husbanding Services and OOTW
Lot 36 – Singapore, Changi, Husbanding Services and OOTW (*)
Lot 37 – Singapore, Sembawang, Husbanding Services and OOTW (*)
Lot 38 – Taiwan, All Ports, Husbanding Services and OOTW
Lot 39 – Thailand, Laem Chabang, Husbanding Services and OOTW (*)
Lot 40 – Thailand, Phuket, Husbanding Services and OOTW (*)
Lot 41 – Thailand, Sattaship, Husbanding Services and OOTW (*)
Lot 42 – Thailand, All Other Ports, Husbanding Services and OOTW
Lot 43 – Vietnam, Da Nang, Husbanding Services and OOTW (*)
Lot 44 – Vietnam, All Other Ports, Husbanding Services and OOTW
Lot 45 – Laos, OOTW
Lot 46 – China, OOTW
Lots 47 – 51, Reserved

Region 3 – Lots 52 – 81 (17 countries, 8 major ports)

Lot 52 – Australia, Brisbane, Husbanding Services and OOTW (*)
Lot 53 – Australia, Darwin, Husbanding Services and OOTW (*)
Lot 54 – Australia, Fremantle, Husbanding Services and OOTW (*)
Lot 55 – Australia, Sydney, Husbanding Services and OOTW (*)
Lot 56 – Australia, All Other Ports, Husbanding Services and OOTW
Lot 57 – East Timor, All Ports, Husbanding Services and OOTW (*)
Lot 58 – Reserved
Lot 59 – Fiji, All Ports, Husbanding Services and OOTW
Lot 60 – French Polynesia, All Ports, Husbanding Services and OOTW
Lot 61 – Kiribati, All Ports, Husbanding Services and OOTW
Lot 62 – Marshall Islands, All Ports, Husbanding Services and OOTW
Lot 63 – Micronesia, All Ports, Husbanding Services and OOTW
Lot 64 – Nauru, All Ports, Husbanding Services and OOTW
Lot 65 – New Caledonia, Noumea, Husbanding Services and OOTW (*)
Lot 66 – New Caledonia, All Other Ports, Husbanding Services and OOTW
Lot 67 – New Zealand, All Ports, Husbanding Services and OOTW
Lot 68 – Papua New Guinea, All Ports, Husbanding Services and OOTW
Lot 69 – Solomon Islands, Honiara, Husbanding Services and OOTW (*)
Lot 70 – Solomon Islands, All Other Ports, Husbanding Services and OOTW

Lot 71 – Tonga, Nuku Alofa, Husbanding Services and OOTW (*)
Lot 72 – Tonga, All Other Ports, Husbanding Services and OOTW
Lot 73 – Tuvalu, All Ports, Husbanding Services and OOTW
Lot 74 – Vanuatu, All Ports, Husbanding Services and OOTW
Lot 75 – Western Samoa, All Ports, Husbanding Services and OOTW
Lot 76 – Antarctica, OOTW
Lots 77 – 81, Reserved

Region 4, Lots 82 - 99 (4 countries, 12 major ports)

Lot 82 – Japan, Fukuoka, Husbanding Services and OOTW (*)
Lot 83 – Japan, Kagoshima, Husbanding Services and OOTW (*)
Lot 84 – Japan, Maizuru, Husbanding Services and OOTW (*)
Lot 85 – Japan, Nagasaki, Husbanding Services and OOTW (*)
Lot 86 – Japan, Osaka, Husbanding Services and OOTW (*)
Lot 87 – Japan, Shimoda, Husbanding Services and OOTW (*)
Lot 88 – Japan, Tokyo, Husbanding Services and OOTW (*)
Lot 89 – Japan, All Other Ports, Husbanding Services and OOTW (*)
Lot 90 – South Korea, Busan, Husbanding Services and OOTW (*)
Lot 91 – South Korea, Chinhae, Husbanding Services and OOTW (*)
Lot 92 – South Korea, Donghae, Husbanding Services and OOTW (*)
Lot 93 – South Korea, Pohang, Husbanding Services and OOTW (*)
Lot 94 – South Korea, All Other Ports, Husbanding Services and OOTW
Lot 95 – Russia, Vladivostok, Husbanding Services and OOTW (*)
Lot 96 – Russia, All Other Ports, Husbanding Services and OOTW
Lot 97 – Mongolia, OOTW
Lots 98 – 99, Reserved

Line Items used in the Performance Work Statements and in the Pricing sheets for all Regions are outlined as follows:

XX01	First Day of Husbanding Services (Anchorage and Pierside)
XX02	Subsequent Day Husbanding Services (Anchorage and Pierside)
XX03	Trash Removal
XX04	CHT
XX05	Yokohama Fenders
XX06	Potable Water
XX07	Pilots
XX08	Tugs
XX09	Linehandlers
XX10	Water Ferry/Taxi Services
XX11	Transportation Services (Bus Service and Vehicle Rental Service)
XX12	Force Protection Services and Supplies
XX13	Camels, Breasting, and Fendering Barges
XX14	Landing Barges
XX15	Fleet Landing

XX16	Reserved
XX17	Oily Waste Removal
XX18	Unique Port Services
XX19	Oil Booms
XX20	Material Handling
XX21	Tent with Equipment for Special Events (Includes Tables, Chairs, Lighting and Fans)
XX22	Shore Power (Includes Cables, Connection, Fuel, and Operators) 450 – 480V, 60HZ
XX23	Manlift (With Operator)
XX24	Brows
XX25	Bottled Water
XX26	Mobile Crane Services
XX27	Forklift Services
XX28	Telephone Services and Communications Equipment
XX29	Reserved
XX30	Reserved
XX31	Port Dues
XX32	Cost Reporting
XX33 – XX39	RESERVED
XX40	OOTW Fees
XX41	Provisions
XX42	Fuel
XX43	Incidentals

B. PRICING

Except for Port Tariffs, unit prices for all contract items described below shall be inclusive of all necessary equipment, licensed operators, all liability insurance as required by local law, holiday and overtime costs, customs clearances, and fuel and operating expenses.

1) Fixed Prices are required in the Pricing Schedule except where Port Tariff (PT) prices, To Be Determined (TBD) prices, or Not Separately Priced (NSP) have been identified. Services with an estimated quantity of 'No Estimate' are required to be priced in the Attachment 2 schedules and shall be treated as pre-priced items. Pricing for all services other than pre-priced items, PT items, and NSP items shall be arranged using the online pricing application procedures described in Attachment 8. Unless otherwise provided, these Fixed Prices shall also include performance at night, overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, other inclement weather, or service to tankers and ships carrying explosives. These requirements do not include performance during cyclones or typhoons except where ships are required to depart in advance of cyclones or typhoons as part of a typhoon or cyclone evasion plan. They also include all operating expenses including tugs, barges, trucks, personnel, and customs clearances and any other charges unless specifically exempted by the Government.

2) Port Tariffs will apply to those services which are based on Port Tariff rates established and controlled by Port Authorities. English translated copies of the Port Tariffs must be submitted to the Supply Officer of

the ship entering a specific Port and to the NAVSUP Fleet Logistics Center Yokosuka(FLC) email address specified at the time of contract award.

3) Fees for Husbanding Services cover regular and overtime labor of contractor personnel supporting the ships plus indirect expenses, including all management, overhead and office expenses. The husbanding fees also include costs for arranging supplies and services described herein, costs associated with attendance at periodic meetings and pre-deployment briefings. The husbanding fees represent total compensation for the contractor except for supplies and services with Fixed Prices.

4) OOTW Fees will constitute an all inclusive fixed fee based on a daily fee (per contractor person providing support) for "husbanding" the OOTW effort/logistics support.

5) Purchase Card Surcharge. The U.S. Government reserves the right to make payment by purchase card. All purchase card surcharges will be identified as a separate entry on each invoice. The Government will reimburse administrative surcharges for the lesser of actual fees or 5% for non-priced items only. Applicable purchase card surcharges shall be included in the quoted prices for pre-priced items.

6) If items are made available free of charge or at less than the quoted price by the Government, host nation, or port authority, only mobilization/demobilization charges, not to exceed the quoted unit price, may be charged. If, for any reason, an item that would otherwise be provided by the Host Nation, Government, or port authority is not available, that item shall be provided by the HSP at the unit price quoted in Attachment 2.

C. PRICING SPREADSHEETS

Pricing spreadsheets are provided by Region as an attachment to this solicitation. The Lots marked in bold print in paragraph A above will be used for price evaluation purposes.

Important Notes

1) Pricing for supplies and services for all countries will be expressed in U.S. dollars and shall be billed in the units of the respective LINE ITEMs.

2) Definitions for the "Unit" abbreviations are as follows:

CM = Cubic Meter
DY = Day (refers to a 24-hour period beginning at start of service unless stated otherwise)
EA = Each
GL = Gallon
HR = Hour
JB = Job
LOT (LT) = A lot (LT) is a deliverable item or group of items with a separate and distinct unit price.
MT = Metric Ton
NSP = Not Separately Priced
PK = Package
PT = Port Tariff
TBD = To Be Determined

3) The Line Item Numbers consist of four numeric digits. XX replacement of any numeric digits make the descriptor generic and applicable to all LINE ITEMs in that series.

4) For pricing sheets identifying "All Other Ports" (AOP) or "All Ports" (AP), prices will be required, if not identified otherwise. Each price shall be a single, per-unit price for the specified supply or service that will apply to any of the ports included in the lot.

5) Historical port visit data for FY07, FY08, and FY09 (partial) has been provided as Attachment (3).

D. Definitions

Barge = Flat-bottomed displacement ships used for carrying or storing cargo, for separation between vessels and other structures, or as a work platform. Barges may or may not be self-propelled.

DESCRIPTION OF CONTRACTUAL SCOPE

This contract is for the provision of maritime husbanding support. It is not for husbanding agency. The holder of this contract is a U.S. Navy contractor. The holder of this contract is not an agent of the U.S. Navy and does not have the authority to bind the U.S. Navy.

Maritime Husbanding Support is defined as: Providing supplies and services as defined in the Performance Work Statement of the contract in support of Naval forces within a port area.

i. This support is provided by a Husbanding Services provider from a standard list of services under contract.
ii. For "Exceptions" items not supported by existing supply chains: e.g. fuel, subsistence, etc.
iii. Includes "Non-Priced" incidentals that cannot be identified in advance, but are in the scope of the contract.

1. The contract is for performance of Maritime Husbanding Support services at any berthing or anchoring location specified in the Attachment 2 schedules. Ordering officers of the United States Coast Guard (USCG) ships, United States Navy (USN) ships, Military Sealift Command (MSC) ships, U.S. Army vessels/ships operating in the Western Pacific and Indian Ocean are authorized to use this contract. The contract may also be used to support other U.S. Government organizations (e.g., National Oceanic and Atmospheric Administration (NOAA) that may require maritime husbanding support services.

For purposes of this paragraph, a U.S. Navy ship is any naval vessel, craft, ship, or service craft included within the scope of subparagraphs 2 and 4 of Article 0406, United States Navy Regulations, 1990. Ship size classifications that are used in the price schedules are listed as an attachment.

2. Husbanding services requirements that may be received by FLC Yokosuka from the other activities identified in paragraph 1 above are within the scope of this contract.

3. This is a Firm-Fixed-Price Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract for husbanding logistics services, services in support of Operations Other Than War (OOTW), and maritime husbanding support to Government teams visiting ports in connection with a ship visit. These service requirements are and defined in the Performance Work Statements (PWS). The "minimum" and "maximum" to be established per FAR Clause 52.216-22 are as follows:

Region	Minimum Quantity ($)	Maximum Quantity ($ Base and all option years)
Region 1, South Asia	$100,000	Sum of CLINs 0002, 1001, 2001, 3001, and 4001
Region 2, Southeast Asia	$100,000	Sum of CLINs 0003, 1002, 2002, 3002, and 4002

Region 3, Australia/Pacific Islands	$100,000	Sum of CLINs 0004, 1003, 2003, 3003, and 4003
Region 4, East Asia	$100,000	Sum of CLINs 0005, 1004, 2004, 3004, and 4004

The minimum contract dollar quantities per contract are for each contract as a whole and there are not separate additional contract dollar quantities for the option periods and/or individual LINE ITEMs.

4. The HS Contractor agrees to furnish the services or supplies at the fixed price listed in the schedules.

5. This contract is for a period of twelve (12) months, effective 30 days after award of the contract, with four (4) one-year options. The contract also includes the clause entitled FAR 52.217-9 Option to extend the Term of the Contract. If all options are exercised under FAR 52.217-9, the duration of this contract is 66 months.

6. The contract will not start for the following countries until the option expires under existing contracts:

Contract becomes effective on 1 Jun 2012 for South Korea.

7. In the event of contingencies in the open ocean such as submarine rescue, the Contracting Officer may issue an order to the contractor that is awarded the husbanding logistics contract in the nearest country in which there is capability to satisfy the requirement.

8. The contract will include the clause entitled FAR 52.237-7023 (Class deviation 2009-00010) Continuation of Essential Contractor Services. Contractors providing services designated as essential contractor services by a DoD component are expected to use their best efforts to continue providing such services, in accordance with the terms and conditions of their contracts even during periods of crisis.

9. For lots identified as “All other Ports” or “All Ports”, the geographic scope of the lot, for Purposes of Lot Line Item XX40, OOTW is the entire country listed in the lot. The geographic scope of the lot, for all Lot Line Items other than XX40, is the port locations listed in each lot of the Attachment 2 schedules.

10. Incidentals within the scope of this contract may be classified within one of the following categories:
- Charter and Hire
- Utilities
- Anti-terrorism Force Protection
- Communications
- Transportation
- Lodging
- Port Handling Services
- Other Port Services (Reception Supplies and Services)
- Administrative Supplies

Performance Work Statement (PWS) for Husbanding Services

A. GENERAL OVERVIEW

1. OBJECTIVE

The primary objective of this contract is to obtain Maritime Husbanding Support for U.S. Navy ships and other Government teams supporting ship visits at the locations specified in the Attachment 2 schedules. In addition, the contract may be used to support Operations Other Than War (OOTW) in a respective Region.

2. SCOPE

a. The general scope of this contract and its general conditions are described above. This section provides the detailed Performance Work Statement (PWS) descriptions for applicable Line Items.

b. General Requirements

i. The HS Contractor shall provide timely delivery of quality goods and services at fair and reasonable prices to ships making port visits;

ii. The HS Contractor shall provide timely delivery of supplies and services conforming to this PWS.

iii. The HS Contractor shall assure that supplies and services arranged on behalf of the ship's Supply Officer (SUPPO) or authorized ordering officer conform to the general requirements of the contract and shall assist the SUPPO or authorized ordering officer with resolving any problems in meeting the requirements.

iv. The HS Contractor shall identify representatives to act as the principal points of contact between the HS Contractor and NAVSUP Fleet Logistics Center Yokosuka representatives concerning price and performance issues throughout the Region. These individuals shall facilitate communications among ships, Defense Attaché Offices (DAO), Port Services Officers and FLCY.

v. The HS Contractor shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the U.S. Government.

vi. The HS Contractor shall ensure that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

vii. The HS Contractor shall ensure that subcontractors comply with these requirements.

3. PRICING

a. Except for Port Tariffs, To Be Determined (TBD), and Not Separately Priced (NSP) items, unit prices for all contract items described below shall be inclusive of all other costs including, but not limited to, all necessary equipment, licensed operators, liability insurance as required by local law, holiday and overtime costs, customs clearances, fuel and operating expenses. In those cases where prices are by Ship Class, Attachment # 1 applies. All contract prices are in U.S. Dollars (US$). All taxes and surcharges are included in the unit cost.

b. Fixed prices are required in the pricing schedule except for Port Tariffs, TBD items, or Not Separately Priced (NSP) items. Unless otherwise provided, these prices shall also include performance at night, in overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, or service to tankers and ships

carrying explosives. They also include all operating expenses including, but not limited to, tugs, barges, trucks, personnel, and customs clearances.

c. The pricing for all services requiring the use of transportation type conveyances (i.e., trucks, barges for LINE ITEMs for trash removal, CHT removal, potable water, landing barges, oily waste removal, etc) shall include the use of the equipment as required to complete the service in the statement of work without any additional charges for detention or demurrage.

d. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate LINE ITEM in the Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

e. All pre-positioning or pre-staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

f. Repositioning is defined as: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions. Where a ship is at anchorage and the Ordering Activity requests repositioning of equipment, the HS Contractor shall be entitled to additional fees for repositioning to be determined by use of:

   a. Priced sub lot line items, or

   b. Prior agreement of the Ordering Officer in cases where the total repositioning costs do not exceed $25,000

   c. Prior agreement of the FLCY Contracting Officer in cases where the total repositioning costs exceed $25,000.

   In the case of (c) above, the repositioning cost shall be reported and confirmed using the online pricing application procedures described in Attachment 8.

g. When the HS Contractor obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list (e.g. port tariff), then the HS Contractor shall be reimbursed for the published price of the item. The HS Contractor shall not be paid an amount in addition to the published price of the item. A copy of the published price list (e.g. port tariff) shall be provided to the Supply Officer at the time of initial boarding and to the FLCY email address specified at the time of contract award for each region with the pre-arrival cost estimate.

h. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and/or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged. For the purposes of this contract, one (1) day is equal to 24 hours and begins with the performance of service. For example, service from 1800 until 1800 the next calendar day is equal to one (1) day of service. In cases where the billing unit is ‘day’ and a full day of service is not used by the Ordering Activity, the HS Contractor shall be entitled to bill for one day of service. For example, if a sub lot line item with a billing unit of day were ordered and used for 30 hours, the HS Contractor would be entitled to bill for two days of service. In cases where the ship does not arrive at the time specified in the ordering LOGREQ and services are made available based upon the time requested in the ordering LOGREQ, billing for services may commence at the time requested by the Government unless notice of cancellation is provided by the Ordering Activity or the organization authorized to pass this information on behalf of the Ordering Activity.

i. Demurrage charges shall only be charged if the HS Contractor’s service is unduly delayed due to the fault of the U.S. Government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but, due to the fault of the government, was not attended to until 1500 hrs when pumping begins. The HS Contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs).

j. Port Tariffs will apply to those services that are based on the Port Tariff rates established and controlled by the Port Authorities. The abbreviation "PT" in the pricing schedule identifies the port tariff items that the HS Contractor is not required to price.

k. Fees for husbanding services cover regular and overtime labor of HS Contractor personnel supporting the ships plus all indirect expenses, including all management, overhead and office expenses. The husbanding fees also include costs for arranging supplies and services described herein, costs associated with attendance at periodic meetings with the exception of travel expenses described in this paragraph. The husbanding fees represent total compensation for the HS Contractor except for supplies and services with fixed prices or incidentals. Travel expenses incurred by the HS Contractor in support of a LRT or advance ship detachment will be reimbursed based upon actual receipts and in accordance with the JTR guidelines. Travel expenses will be reimbursed upon presentation of documentation to the ordering activity. Any air transportation will be reimbursed at the economy class fare.

l. OOTW will constitute a fixed fee based on a daily rate (per HS Contractor person providing support) for "husbanding" the OOTW effort/logistical support.

m. The U.S. Government reserves the right to make payment by purchase card.

n. The services at anchorage shall be provided at all anchorage points assigned by the local port authority.

o. As part of the husbanding service provider's proposal, a purchasing process and system for pricing items along with an Online Pricing Application(see Attachment 8 for the PWS for the Online Pricing Application requirements) was proposed and accepted by the Government which included sufficient safeguards so that the Contracting Officer or Authorized Government Representative may determine the prices as fair and reasonable. Pricing of supplies and services for items not pre-priced within a lot line item (e.g., incidentals, OOTW supplies or services, fuel, and provisions) shall be in accordance with the husbanding service contractor's proposed purchasing/pricing process (implemented by the online pricing application) that was accepted by the Government upon contract award.

p. The HS Contractor will be fully compensated for all services including pre-priced, port tariff, TBD, fuel, provisions, and incidentals. Port tariff items will be reimbursed at actual cost. Provisions (XX41) and fuel (XX42) shall also be invoiced and reimbursed at actual cost. Any HS Contractor fee for acquiring and arranging for these items shall be included in the corresponding Line Items XX41AA (for provisions) and XX42AA (for fuel).

q. Several Lot Line Item services are based on volume (e.g. trash removal, CHT, potable water, and oily waste removal). Volume-based services shall be priced at the same unit price specified in the Attachment 2 schedules, regardless of the class of vessel requiring the services. For example, a class V vessel requiring 1000 CM of CHT removal would be charged the same unit price as a class II vessel requiring 100 CM of CHT removal.

4. QUALITY

a. The HS Contractor shall provide the timely delivery of goods and services at fair and reasonable prices to ships making port visits, provide continuous oversight of costs and performance throughout the area covered by this contract, and make meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. The HS Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning price performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Operations Officers, and FLCY. The contract will not specify how the HS Contractor is to perform, but measurable performance standards are established in the Quality Assurance Surveillance Plan (QASP) to monitor contract performance during each ship's visit.

b. The quality of all services or supplies provided shall conform at least to commercial standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

c. The performance standards are explained in the Quality Assurance Surveillance Plan (QASP), Attachment 10. The performance standards are:

i. Timely submission of pre-arrival cost estimates (described para.5 (a) below) NLT 48 hours after receipt of the ordering logisitics requirement (LOGREQ) message. In the event that the LOGREQ is received after 48 hours prior to the ship's arrival, the pre-arrival cost estimate shall be provided as soon as practicable, but in no case later than 48 hours after receipt of the ordering LOGREQ;

ii. Timely submission of Logistics Support Services Repository (LogSSR) cost report within seven (7) calendar days from the completion of the ship's visit;

iii. Accuracy of the actual (final) LogSSR report and pre-arrival cost estimate;

iv. Ship's satisfaction with the contractor's services during the port visit as identified in the ship's port visit cost report; and

v. Adherence to the pricing process proposed and accepted by the Government for non-priced items and timely submission of all information and documentation within the Online Pricing Application.

vi. HS Contractor Suggestions for cost savings and/or cost avoidance.

d. The percentile goals are fixed for each factor within the QASP. The failure of the HS Contractor to meet the percentile goal for any factor will be investigated and evaluated by the Contracting Officer. The HS Contractor will be given the opportunity to refute an adverse assessment prior to finalizing the metric for a quarter.

5. LOGISTICS RESPONSE TEAM

In the event that a Logistics Response Team for a ship arrives in port prior to the ship's arrival, the HS Contractor will assist the logistics response team by providing logistical support and coordinating all requirements.

When the HS Contractor provides support for a Logistics Response Team so that it can perform its mission, the HS Contractor is entitled to bill at the "Subsequent Days" daily rate for husbanding services for each day of support provided "in person" to the logistics response team.

a. Pre-arrival Cost Estimate - The HS Contractor shall furnish to each ship and FLCY email address specified at the time of contract award, a pre-arrival cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the Attachment 2 spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-priced items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff." This estimate shall be provided to the ship and FLCY Yokosuka email address specified at the time of contract award for each region within 48 hours after receipt of the LOGREQ. This report shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs. The LOGREQ, when submitted by, under authority of, or on behalf of an Ordering Activity, is an order under this contract for pre-priced items. Non-priced items ordered on the LOGREQ become orders only after prices have been determined fair and reasonable and are agreed upon by the Ordering Officer or by a FLCY Contracting Officer. For non-priced items with an extended cost less than $25,000, either the Ordering Officer or the FLCY Contracting Officer may determine if a quoted price is fair and reasonable. For non-priced items with an extended cost greater than $25,000, only the FLCY

Contracting Officer may determine if a quoted price is fair and reasonable. Required approvals and determinations of fair and reasonable pricing by the FLCY Contracting Officer (>$25,000 extended price) will be made by confirming the prices and documentation posted to the online pricing application. Approvals and fair and reasonable determinations that may be made by either the Ordering Officer or FLCY Contracting Officer (<$25,000 extended price) may be confirmed orally, in writing, or by email by the Ordering Officer or FLCY Contracting Officer. Regardless of the approval method, reporting and documentation of all non-priced items other than port tariff items ordered under this contract must be made using the online pricing application. Orders placed by a LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

b. The LOGREQ cost estimate does not replace the HS Contractor's requirement to respond (i.e., info addressees on responses to the Ordering Officer) to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U.S. Defense Attaché's Office.

c. The HS Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

d. The HS Contractor shall coordinate with other U.S. Government Contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

e. The HS Contractor shall assist the ship's Logistics Response Team to include planning and coordination meetings.

f. Travel expenses incurred by the HS Contractor in support of a LRT or advance ship detachment will be reimbursed based upon actual receipts and in accordance with the JTR guidelines. Travel expenses will be reimbursed upon presentation of documentation to the ordering activity. Any air transportation will be reimbursed at the economy class fare.

6. SHIPS'S (LOGREQ) LOGISTIC REQUIREMENTS

U.S. Navy ships and/or FLCY Logistic Support Representative (LSR) or other activity authorized to pass LOGREQ requirements on behalf of Ordering Officers will provide, via e-mail, a copy of the unclassified "logistics requirements" (LOGREQ) message directly to the husbanding HS Contractor as described under "ISSUANCE OF ORDER" in Contract Terms and Conditions – Commercial Items (FAR 52.212-4 Addendum). This LOGREQ will contain the majority of supplies and services required by the ship, and will represent the order, for pre-priced items, upon which the HS Contractor shall begin performance.

a. A ship, an activity authorized to pass a LOGREQ on behalf of the ship (i.e. Port Service Office or DAO), or an authorized ordering activity may notify the HS Contractor of a forthcoming visit requiring husbanding services. Upon notification of a visit, the HS Contractor shall make such preliminary arrangements as necessary with port authorities, other U.S. Government Contractors, and other commercial firms to provide supplies and services requested by the ship. The HS Contractor shall confirm receipt of the ordering LOGREQ (to the activity who provides the LOGREQ to the HS Contractor) within 24 hours. Confirmation of receipt may be made by email to the activity passing the LOGREQ to the HS Contractor.

b. Ships will not provide force protection requirements in unclassified LOGREQ messages. The force protection requirements are specified in a classified LOGREQ issued by the ship to U.S. Government activities. The activity to which this message is addressed will contact the Contractor and pass the ship's force protection requirements for action. The HS Contractor shall confirm with the ship that these force protection requirements received have been actually ordered by the ship prior to beginning performance. The ship's Supply Officer (SUPPO) or Commanding Officer may also request additional force protection requirements not covered by the classified LOGREQ by email, telephone, or personally upon ship's arrival. The HS Contractor shall coordinate with the SUPPO before providing any additional force protection. If any other activity or individual orders force protection services (i.e. NCIS, etc) not covered in the ship's

classified LOGREQ, the HS Contractor is required to immediately inform the ship and receive confirmation prior to beginning performance of these services. Organizations such as NCIS and DAO are not the actual Ordering Officer and have no contractual authority to place orders. Only the Ordering Officer or the FLCY Contracting Officer has the authority to confirm or change an order.

c. LOGREQ Pre-arrival Cost Estimate. The HS Contractor shall provide each ship or ordering activity an estimate in response to an LOGREQ message issued to the HS Contractor by any method identified under "OC-7 ISSUANCE OF ORDER" clause. The pre-arrival cost estimate shall be submitted in accordance with Attachment (8)-PWS Cost reporting. The LOGREQ message is not an order for non-priced items until priced by the contractor and confirmed by an authorized ordering officer. The requirements shall be provided to the HS Contractor by ships, activities and individuals identified in the contract. This estimate shall be sent within 48 hours after receipt of the LOGREQ message and will explain any anticipated "additional" costs and include cost savings or avoidance recommendations. In a situation where the HS Contractor receives a LOGREQ message with less than 48 hours prior to the arrival of the ship, the HS Contractor shall make every effort possible to provide the required documentation and price estimate prior to the ship's arrival, but in no event later than 48 hours after receipt of the LOGREQ message.

7. INITIAL BOARDING

a. The HS Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival. Upon initial boarding the HS Contractor shall provide all emergency telephone numbers, i.e. police, hospitals, firefighters, etc. In addition, the HS Contractor is required to provide the emergency telephone numbers for shipboard generated industrial waste (SGIW) disposal and hazardous material (HAZMAT) and oil spill response and reporting procedures to all ships upon initial boarding or in a LOGREQ reply. The HS Contractor shall visit the ship at least once per day and shall be available on call at all times (24 hours per day, seven days per week) to assist the ship with requirements and to resolve problems.

b. The HS Contractor shall brief the designated ship representative about Contractor-provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HS Contractor shall provide its POC information with 24-hour contact phone numbers.

c. The HS Contractor shall provide the SUPPO with copies of applicable port tariffs and current prices for frequently ordered services, and with any other information provided by FLCY for distribution. Copies of applicable port tariffs and current prices for services shall be in English. The HS Contractor shall be prepared to take additional ships' orders for supplies or services not placed in the ordering LOGREQ. All orders placed after the ship's arrival shall be reported and prices confirmed (if non-priced items) using the LogSSR reporting requirements and online pricing application procedures described in Attachment 8.

8. POINT OF CONTACT

a. Based upon the ship's orders, the HS Contractor shall ensure the timely filling of all ship's requirements. The HS Contractor shall designate at least one senior company official to be the Point of Contact (POC) under this contract for logistic and contractual support. The POC shall be fully fluent in English. The HS Contractor is required to designate the POC at the time of contract award.

b. All HS Contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port. All correspondence shall be in English. All electronic communication between visiting vessels and the HS Contractor shall be copied to the FLCY Contracting Officer and Logistic Support Representative emails specified at the time of contract award. The HS Contractor is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered by the Supply Officer from the HS Contractor.

9. ORDERING SUPPLIES AND SERVICES & PROVIDING GENERAL ASSISTANCE

The ship(s) will submit LOGREQs that include requests for a variety of services and supplies. The first obligation of the HS Contractor is to verify if any of the requested services and supplies can be provided free of charge by the host nation.

DELETED.

If services and supplies are not available free of charge from the host nation, they must be provided if within the scope of this contract. The Contracting Officer will be notified if there is a question regarding the scope of the contract. If these services and supplies are not priced in the contract, or if these services and supplies are available under other U.S. Government contracts, the following applies:

a. Passing Requirements to other U.S. Government Contractors: The HS Contractor shall coordinate and pass orders, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts (e.g., Prime Vendor or Defense Energy Supply Center (DESC)) for various supplies and services required. This husbanding service includes all necessary actions to facilitate the acceptance of supplies or services rendered under U.S. Government contracts. Any disputes or discrepancies arising from the order will be resolved directly between the SUPPO and the other Contractor(s). The HS Contractor shall also facilitate any necessary force protection vetting requirements so that other U.S. Government contractors can perform their contractual requirements.

b. The U.S. Government will not pay the HS Contractor for any personal requests from individual crewmembers, whether military or civilian.

c. The HS Contractor shall install all ordered equipment upon the ship's arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

d. Money Exchange Services: The HS Contractor shall arrange for authorized moneychangers to exchange U.S. dollars for ship personnel into local currency. Money Exchange services shall be made available onboard ship to crewmembers at least two hours daily with buy-back service on the day before the ship's departure. The moneychangers may include a commission of not more than plus or minus 1.5% difference from the Official Exchange Rate. A locally-available and verifiable currency exchange rate may be used as the Official Exchange Rate. Verification of the exchange rate shall be provided to the Ordering Activity at the time of service. The HS Contractor shall maintain adequate records justifying its basis for determining the Official Exchange Rate and shall make those records available to the U.S. Government upon request. This Official Exchange Rate will be used for financial conversions not covered by payments in U.S. dollars.

e. Laundry Services: The HS Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Laundry and dry cleaning services that are required by the ship from the laundry and dry cleaning vendor will be ordered from the vendor by the ship. Payment for services will be made by the ship to the vendor rather than through the HS Contractor. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure. The HS Contractor shall assist in resolving vendor billing discrepancies.

f. Interpreter Services: The HS Contractor shall provide interpreter services to assist the Supply Officer to assure timely delivery and performance of the supplies and services ordered by the Supply Officer under this contract. This limited set of interpreter services is required under the Management Services LINE ITEM and is separate from the interpreter services required under LINE ITEM XX18.

g. Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

h. Morale Welfare and Recreation (MWR) Services: The HS Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) Contractor servicing the ship. If an ITT contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If there is an ITT contract, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship. In the absence of an MWR contract, the HS Contractor shall provide advance information on all recreational/liberty activities available in local area. Information (with associated costs) shall include, but is not limited to, sightseeing tours, entertainment, sporting events, transportation, lodging and visitor tips. The HS Contractor shall coordinate all recreational/liberty requirements communicated by the ship. The HS Contractor shall disseminate information on the full scope of recreational/liberty opportunities, sightseeing tours, entertainment, sporting events, local area transportation and lodging. The HS Contractor shall plan, coordinate and assist as necessary, in port requests for entertainment, athletic competitions, sightseeing tours and unit parties/picnics.

i. Immigration, Customs and Visa: The HS Contractor shall assist ship personnel with immigration, customs and visa requirements into the country of the port visit.

j. Medical Emergencies: If requested, the HS Contractor may be required to make arrangements for emergency medical treatment of ship's crewmembers while the ship is in port. In cases where a member is airlifted into a port by the ship, the HS Contractor, in coordination with the U.S. Consulate/Embassy, will arrange for proper medical care until the member can be returned to the ship, or evacuated to the United States. If there are costs associated with arranging these services, the HS Contractor shall obtain approval from the SUPPO/Contracting Officer prior to providing the support.

k. The HS Contractor shall facilitate the ship's timely departure. The HS Contractor shall provide timely invoices of provided services and supplies to the Supply Officer at the time of the pre-sailing visit. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided. The HS Contractor shall remove all provided equipment.

l. Pre-Sailing Visit: The HS Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the HS Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. Written receipt for acceptance of all services shall be obtained during this visit. The Ordering Activity shall provide a check or DD1155 for all finalized invoices prior to departure where the content of the invoice is not disputed. The HS Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The HS Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The HS Contractor's point of contact for this information shall be the Commanding Officer, Command Duty Officer, Operations Officer, or the Officer of the Deck.

10. UNIQUE / PARTICULAR SITUATIONS

a. Assisting two ships: If a ship, not in port, requests assistance from the HS Contractor, the ship will pay the husbanding services subsequent days' fee. However, if at the same time, using the same helo or other transport, the HS Contractor provides service to two ships (e.g. delivery of fresh fruits and vegetables (FFV) at one time for two ships using the same helo), the HS Contractor is entitled to bill for only one subsequent day.

b. Under Class I size vessels (based on the number of personnel): If two small vessels, under the size of Class I, IA or IB come into the port together, submit consolidated requirements, and have approximately the same schedule, the HS Contractor will only charge for one Class I, IA, or IB vessel vice two. However, if only one such vessel comes into port, the HS Contractor will charge full Class I rates.

c. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within 3 days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back on Saturday, Sunday or Monday, it will be charged subsequent day fees. If the ship comes back Tuesday, it will be charged the first day rate).

d. If a ship comes into port and does not notify the HS Contractor or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days, subject to the conditions in paragraphs (b) and (c) above.

e. Ship Repair: If ship repair is required and performed in one of the ports covered by this contract, husbanding services will be provided only if requested by the ship. U.S. Navy Ships in shipyards at locations covered by this contract may order supplies and services from this contract without the requirement to also order Management Services.

f. The HS Contractor is required to be able to simultaneously husband thirty (30) ships throughout the Region, including up to two (2) Class V and two (2) Class IV ships in a single port simultaneously.

g. Order of Priority of Usage: The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or, if the port-provided supplies and services are less expensive than similar services provided by the HS Contractor or its subcontractors, or finally provide it themselves to include subcontractors. Where the reasonable cost of mobilization/demobilization for U.S. Government owned equipment exceeds the quoted price of the sub lot line item it is intended to replace, the HS Contractor shall use the least cost alternative to meet the requirement. Information on availability of host nation provided services, where available, is annotated on the Attachment 2 pricing schedules. If, for any reason, an item that would otherwise be provided by the Government, host nation, or port authority is not available, that item shall be provided by the HS Contractor at the price quoted in the Attachment 2 pricing schedules.

h. MARK V High-Speed Interceptor Craft (HSIC): MARK V (HSIC) Special Operations Craft may be in port or in the vicinity for up to 90 days conducting operations. The HS Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and only one Management fee shall be charged when husbanding two MARK V vessels at the same time.

i. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The HS Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit.

j. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HS Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong SAR and Singapore.

k. Other Personnel - Other U.S. personnel conducting business at locations covered by this contract may order off the contract without incurring Management Service Fees. Support of 'Other Personnel' is limited to Logistics Response Teams and ship detachments (e.g. ship's beach detachment, site survey team, advance force protection teams) in direct support of a ship visit. These orders do not involve continuous management of husbanding services and may be for items such as vehicles, phones or other services. For example these services may be ordered from the HS Contractor when hotels, transportation and rental of cellular phones are required for the personnel described above.

l. Short Notice Orders: The contractor shall perform all orders that are issued within the minimum order lead time annotated for each lot in the Attachment 2 schedules. If orders are issued with less than the required minimum order lead time prior to the start of performance, the contractor shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

m. The minimum order lead time applies to all Lot Line Items with the exception of XX40, Operations Other than War, which remain subject to the requirements stated in Attachment 9. The HS Contractor shall provide all requested services, to include mobilization of required equipment, when the Ordering LOGREQ is received from the Ordering Officer or their representative with a lead time greater than the number of days specified in the Attachment 2 schedules for the Lot location where performance is to take place.

11. LINE ITEM DESCRIPTIONS

a. LINE ITEM XX01/XX02 - FIRST DAY/SUBSEQUENT DAY HUSBANDING SERVICES (ANCHORAGE AND PIERSIDE)

The HS Contractor shall provide husbanding services to ships visiting the ports in the Region covered by this contract. Line Items XX01 and XX02 require that the HS Contractor perform all services and provide all supplies necessary to fully comply with the tasks and responsibilities described at paragraphs 1-10 above unless a task or responsibility is specifically included in a separately-priced Line Item below. The HS Contractor's responsibilities under these Line Items start prior to the arrival of the ship and continue after the ship's departure.

The price for Line Items XX01 and XX02 covers all regular and overtime labor of HS Contractor's personnel supporting the ships plus indirect expenses, including all management, overhead, office expenses, and profit for performing tasks required by these Line Items.

The husbanding fee is based on the Class of the ship and broken down by the First Day and Subsequent Day of the ship visit. A husbanding fee may be provided to the HS Contractor for services rendered prior to the ship's visit, i.e. assistance to the ship's logistics response team.

b. LINE ITEM XX03 - TRASH REMOVAL

1. Trash removal service is the collection and disposal of refuse (i.e., trash) including liquid, semi-liquid, or solid garbage. Refuse does not include explosives and incendiary waste, or waste contaminated by medical and radiological processes.

2. The HS Contractor shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse. The HS Contractor shall provide dedicated refuse bins to the ship. The HS Contractor shall collect all loose refuse placed adjacent to refuse bins. The HS Contractor shall immediately clean up any spilled refuse. The HS Contractor shall properly dispose of all collected refuse.

3. For ships at pier side, the HS Contractor shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulation, or barges alongside the ship. The HS Contractor shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.

4. For ships at anchorage, the HS Contractor shall remove trash at the times agreed to by the HS Contractor and Supply Officer. The frequency of removal shall be as follows:

SHIP CLASS	DAILY FREQUENCY
I, IA, IB	1
II	2
III	3
IV and V	Continuously Via Dedicated Barge when permitted

5. For trash collection at anchorage, the trash barge shall be available 24 hours a day (where not contrary to law or port regulation) with suitable self-fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

6. For trash collection by barge, the HS Contractor shall provide trash barges/scows (with tug service if barge is not self-propelled) for ships at anchorage. The barges shall be completely empty at time of arrival at the ship. In situations where an empty barge is not available, the contractor shall provide a system to measure the volume of trash deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of the trash. All trash barges/scows shall be properly fendered to prevent damages to U.S. Government vessels. The HS Contractor shall have ready access to sufficient barges and equipment to support at least two (2) ships at anchorage simultaneously. The barge's crew shall be entirely responsible for the tending of lines and for barge's security. The movement of trash from the ship to the barge shall be performed with care by the ship's sailors and in the manner ensuring the safety of the HS Contractor's crew and barges. Any instances of unsafe practices shall be brought to the attention of the ship's Commanding Officer, to ensure that corrective and preventive action is taken.

7. In instances of bad weather or emergency where the ship must depart on short notice, the HS Contractor shall remove barges within four hours of being directed to do so by the ship. Should a vessel with a trash barge alongside experience an emergency where the ship must depart, the SUPPO will advise the HS Contractor at least four (4) hours in advance for the barge pick-up at no additional cost to the U.S. Government.

8. The HS Contractor shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The HS Contractor is also responsible to follow any environmental regulations required by each country. The HS Contractor is required to keep all disposal certificates and shall make them available to FLCY upon request.

9. Whether at anchor or pierside, U.S. Government personnel will dump the trash on the barges or in the containers.

10. Any spillage of refuse in the course of the removal operations shall be cleaned up immediately by the HS Contractor. Refuse containers, when used and when emptied, shall be returned to their original position with the lids (if any) replaced thereon.

11. The HS Contractor shall be paid based on the ACTUAL CUBIC METERS of trash removed. The HS Contractor shall be entitled to bill for 60 CM under sub lot line items XX03AC and XX03AD where the actual volume of trash removal is less than 60 CM (per order).

12. Where trash is required to be segregated, the Ordering Activity shall be required to segregate the material at the time of disposal. The HSP shall be responsible for providing separate containers for each vessel, clearly marked with the required categories and for informing the Ordering Activity, upon arrival, that segregation is required. If the Ordering Activity does not segregate trash as required, the HSP shall inform the Ordering Activity and Logistic Support Representative (LSR) prior to departure and bill for the cost of trash segregation under Line Item XX43, Incidentals within 48 hours after the vessel's departure.

c. LINE ITEM XX04 - COLLECTION, HOLDING, AND TRANSFER (CHT)

1. The HS Contractor is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships throughout the area covered by this contract. The HS Contractor shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The HS Contractor shall be responsible for the supervision of the collection, transportation and disposal services to avoid any overflow of waste on the barge and at the pier. Services shall commence upon ship's arrival whether, at anchor or pierside. The HS Contractor shall pre-position CHT barges, when necessary, in accordance with force protection or other requirements.

2. The HS Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3. The HS Contractor shall remove sewage from the ship in HS Contractor-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

4. The HS Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT. The Government reserves the right to use its own metering device to verify measurement of sewage discharge. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from the ship.

5. The HS Contractor shall provide CHT hoses of sufficient length from HS Contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6. The HS Contractor shall properly dispose of all sewage. CHT collection, removal and disposal shall be priced based on the following conditions:

    a. (XX04AA) – CHT BY TRUCK: The husbanding HS Contractor shall provide services when the visiting ship is at pierside.

    b. (XX04AB) – CHT BY BARGE: The husbanding HS Contractor shall provide services when the visiting ship is at anchorage or the port authority has issued a directive stating that service must be performed by barge or the barge has been ordered by the ship. The HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

7. The CHT service shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the contractor shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT.

8. The HS Contractor will be guaranteed a minimum daily quantity of 60 cubic meters for providing these services even if the actual cubic meters of CHT removed is lower than 60 cubic meters. Note: 264.2 gallons = 1 CM (cubic meter).

9. The HS Contractor shall submit, as an attachment to the invoices, a document (certified by the ship's personnel) that indicates the quantity collected and the name of the disposal plant where the CHT will be disposed. The Government reserves the right to independently verify the actual volume of CHT discharged using a certified flow measuring device.

10. The HS Contractor shall request the ship's personnel to verify all removal figures at time of CHT collection. The HS Contractor shall follow any environmental regulations required by each country. If the ship concurs with the volume, the ship will pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped or 60 cubic meters per day, whichever is greater. The HS Contractor shall submit a request to FLCY for the difference, accompanied by disposal certificates. FLCY will investigate and arrange for payment of any additional amounts that are determined to be due.

11. The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the HS Contractor's report in writing. The HS Contractor is also responsible to keep all disposal certificates and shall make them available to Contracting Officer upon request.

12. Deleted

d. LINE ITEM XX05 - YOKOHAMA OR COMPARABLE TYPE FENDERS

1. The HS Contractor shall furnish Yokohama or comparable type fenders for all classes of ships in accordance with the Schedule of Supplies and Services. Fender size is not specified as this is a performance based service. Fenders provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX05AB). The fenders quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee PER Yokohama or comparable type fender, and there is another SUBLINE ITEM for all costs associated with installation, and removal of one fender, as well as round trip costs associated with transport of the fender from another port, if required.

2. Rental is on a daily(24-hour) basis, per fender. Installation, removal, and transportation are charged as a "lot" per fender. The HS Contractor shall be responsible for securing the fenders to the pier.

3. The HS Contractor shall provide fenders with a minimum of two (2) mooring lines.

4. Fenders shall be provided free of charge by Royal Navy Liaison Office (RNLO) in Sembawang port to ships berthed at piers 5,6, and 7.

5. Sub lot line item XX05AG is applicable only to submarine fenders. Sub lot line item XX05AA shall be used for all other class 1 vessels. Recognizing that mobilization/demobilization costs for submarine fenders (XX05AG) vary significantly from those of other type fenders, transportation charges for submarine fenders shall not be subject to the quoted transportation charges of XX05AF. Instead, all transportation, storage, setup, mobilization and demobilization charges associated with submarine fenders (XX05AG) shall be included in the quoted price of this sub lot line item.

e. LINE ITEM XX06 - FRESH POTABLE WATER

Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

1. Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See Attachment #18.

2. Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

    a. These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at these websites: http://www.epa.gov/OGWDW and http://www.tdh.state.tx.us/bfds. The HS Contractor shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

    b. The HS Contractor shall provide for the delivery of fresh potable water to the ships as ordered. The HS Contractor shall be paid for the amount of water ordered by the vessel. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, CERTIFIED METERING DEVICES.

    c. Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraphs (2)(a) and (2)(b) above. If the water source does not meet the requirements of potable water, the HS Contractor shall be required to provide water from an alternate approved source at no increase in the contract price.

    d. Potable water pierside shall be delivered by pipeline if available. If pipeline is not available, potable water pierside shall be delivered by truck or barge and the ship will be charged in accordance with SUBLINE ITEM XX06AB. If a vessel is at anchorage SUBLINE ITEM XX06AC applies.

3. The HS Contractor shall be paid based on the ACTUAL METRIC TONS of potable water received on the ship. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities provided to the ship.

4. If potable water delivery is via barge, the HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position water Barges, when necessary, in accordance with Force protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

f. LINE ITEM XX07, XX08, XX09 – PILOTS, TUGS, LINEHANDLERS

1. The HS Contractor shall arrange pilots, tugs, and line handlers as ordered. The HS Contractor shall coordinate with port authorities, as necessary, to ensure that the services are available at the times requested. It should be noted that the port authority or other authorized sources provide these services, and are, therefore, to be priced in accordance with current tariff rates.

2. The HS Contractor shall provide tugs to bring ships to and from berthing locations. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

3. Only if pilots, tugs, or line handlers are not available through the port authority, the HS Contractor shall use commercially available sources and priced in accordance with the unit quantities indentified in the pricing schedule (LINE ITEMs XX07AA, XX08AA, XX08AB and XX09AA).

g. LINE ITEM XX10 - WATER FERRY/TAXI SERVICES

1. The HS Contractor shall provide water taxis to transfer ship personnel to and from the ship and the fleet landing in accordance with Attachment 16 - Water Taxi Specifications. At the commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule. The HS Contractor shall provide water taxi service when the vessel is expected to be at anchorage for twenty-four (24) hours or more. Water taxi service shall be always available, with the exception of inclement weather, during the two (2) one-hour meal breaks and during refueling. At the commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule.

2. The hourly rate for taxi water service shall include a minimum of two (2) qualified operators (a driver and one other operator), any other helpers or crew members required by local authorities, all insurance, fuel, holiday surcharges, overtime, and other operating expenses. Operator qualifications are set forth in paragraph (16) below.

3. Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the ship. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection. The HS Contractor shall be entitled to a six (6) hour minimum rental fee in cases where actual usage is less than 6 hours (per order).

4. Deleted

5. If the HS Contractor cannot provide the size of water taxi ordered, the HS Contractor shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event the ship will be charged for the size of the water taxi ordered. For example, if one (1) 250-pax water taxi is ordered and is not available, then two (2) 125-pax water taxis shall be provided for the rate of one (1) 250-pax water taxi if acceptable to the Ordering Officer.

6. The HS Contractor shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the port or the country in which the port is located. Apart from compliance with local laws and regulations, the HS Contractor shall meet all additional requirements as set forth throughout the PWS. Water taxi shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, and fitted for service required. Further, water taxi shall be in a clean condition when presented for service and shall be free of debris. The water taxi shall be sufficiently clean so as not to soil passengers, their clothing, or possessions with dirt, grease, oil, or other matter. If the water taxi does not meet the requirements of this paragraph as determined by the Ordering Officer, the U.S. Government shall have the right to reject the water taxi for performance of services.

7. The HS Contractor shall ensure that all water taxis are fully licensed, registered, and insured, including adequate liability insurance, in accordance with local laws and regulations.

8. Each water taxi shall be equipped with at least one clean and serviceable life jacket for each passenger and crewmember, and all jackets shall be stowed in a readily accessible place.

9. Except as otherwise specified herein, the service shall include all equipment needed to transport personnel between the vessel anchored in the outer harbor, or in the inner harbor, fleet landing, or any designated pier or berth within the port. If it becomes necessary to change the landing point of the water taxi (pier or berth) within the port, the HS Contractor shall dock at the new landing point. In the event this occurs, it will be considered to be a "Change" to the contract. Any entitlement to and any amounts of additional or reduced charges shall be determined pursuant to the clause entitled "Changes" that is part of Contract Terms and Conditions – Commercial Items (FAR52.212-4)".

10. All water taxis used by the HS Contractor shall provide overhead covering.

11. Before the commencement of any services under this contract, the HS Contractor shall make the water taxi available to the Ordering Vessel's Commanding Officer or designated representative for inspection.

12. The following information shall be conspicuously posted in English and the language of the country in which the port is located:

    a. Current operator's/captain's license.
    b. Passenger/weight capacity limits notice.
    c. Location of life jackets and other life saving equipment.
    d. Location of all exits indicated in large letters.
    e. Emergency procedures.

13. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

14. 'Adverse weather' conditions are weather conditions in which operations of water taxis are unsafe for passengers and shall be determined by the Commanding Officer, Command Duty Officer, Operations Officer, Officer of the Deck, or local port authority. Operation of the water taxi shall be in a safe and seaworthy manner. Operation of water taxis is not allowed under adverse weather conditions.

15. The consumption of alcoholic beverages shall not be permitted aboard the water taxi.

16. Operator Qualifications: All personnel or employees of the HS Contractor operating water taxis, shall have all certification required and issued by the law of the country in which the port is located for the operation of the type, class, or size of water taxi being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the water taxis are to be operated to ensure the water taxis are operated in a safe and seaworthy manner. At least one operator on each boat must speak English. The HS Contractor is required to provide a minimum of two (2) qualified operators for each water taxi at all times.

17. Security: During the term of this contract, the ship(s) to be serviced will provide adequate and sufficient security personnel for maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the ship's Commanding Officer or designated representative. When such naval personnel are embarked in a HS Contractor-operated water taxi, he will be responsible for the good order and discipline of naval personnel.
18. In the event of a water taxi breakdown, immediately prior to, or during a trip, the HS Contractor shall immediately provide a replacement water taxi that complies in all respects with this contract, at no additional cost to the U.S. Government. If a water taxi is not operable when required under this contract, the HS Contractor shall immediately provide at no additional expense to the U.S. Government, a replacement water taxi which complies in all respects with this contract.

19. Any personal articles or items found on the water taxi after completion of each trip shall be turned over to the ship's Security Officer or his direct representative.

20. To verify a claim by the HS Contractor for any damage or destruction caused by the U.S. Government, it shall be the responsibility of the HS Contractor to ensure that the water taxi is jointly inspected before and after each trip by the HS Contractor and an authorized representative of the U.S. Government.

21. When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

22. Inspection and acceptance criteria for water taxi services. The Commanding Officer or his designated representative of the ARMY/USS/USNS/USCG ship shall inspect and accept all liberty boats/water taxis prior to transporting any personnel. Each order for liberty boat/water taxi services is made on the basis that the request is to be considered a final order/obligation of the US Government only after each water taxi has been inspected and accepted by the ship's representative. The ship's Commanding Officer is solely responsible for the safety of his crew and the subsequent acceptance of liberty boat/water taxi services. Upon ships, Commanding Officer's security personnel can inspect the water taxi's personnel. The following features or components may be inspected prior to acceptance.

    a. HULL
        i. Watertight integrity of weather decks, bulkheads, watertight closures and interior hull structure.
        ii. Superstructure (including masts and stacks).
        iii. Railings, bulwarks and their attachment to hull, especially guardrails and lifelines.
        iv. Provisions for drainage of seawater from exposed decks.

    b. MACHINERY
        i. Main propulsion and auxiliary machinery essential to operation of craft.
        ii. Sea and bulkhead closure valves.
        iii. Bilge suction strainers and dewatering systems bilge pumps to be tested by operation.
        iv. Bilges free of flammable liquids.

    c. ELECTRICAL
        i. Cables.
        ii. Navigation, deck and emergency lighting.
        iii. Rotating electrical machinery, e.g., generators and motors.
        iv. Storage batteries.

    d. LIFESAVING EQUIPMENT
        i. Life preservers sufficient number for maximum capacity of craft, accessible and in satisfactory condition.
        ii. Life raft(s) and hydrostatic release (where applicable) sufficient for maximum capacity.
        iii. First aid kits, life rings and distress lights.
        iv. Distress signaling devices.

    e. FIRE FIGHTING EQUIPMENT
        i. Fire pump subject fire hose to fire pump pressure.
        ii. Portable fire extinguishers.
        iii. Fixed systems, e.g., CO2 cylinders

    f. STEERING APPARATUS

g. MTSC SYSTEMS AND EQUIPMENT
   i. Harbor charts.
   ii. Ground tackle and mooring lines.
   iii. Whistle/fog horn, bell.
   iv. Compass.
   v. Radar.
   vi. 2 way radio capable of bridge to bridge communications.
   vii. Current licenses.

23. In the event the U.S. Government rejects a water taxi, the U.S. Government shall not be liable for any costs the HS Contractor incurs in presenting said water taxi for inspection.

24. Deleted

25. The HS Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for U.S. Government review and inspection.

h. LINE ITEM XX11 - TRANSPORTATION SERVICE (BUS SERVICE AND VEHICLE RENTAL SERVICE)

1. GENERAL REQUIREMENTS :

   a. All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured (including adequate passenger liability insurance). The HS Contractor is responsible for delivering all cargo and personnel to the correct location on schedule.
   b. Deleted

   c. The HS Contractor shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government shall have the right to reject the vehicle for performance of services. The HS Contractor shall ensure that each vehicle is jointly inspected before and after a trip by the HS Contractor and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

   d. If a vehicle is not operable when required under this contract, the HS Contractor shall provide, at no additional expense to the U.S. Government, a replacement vehicle within three (3) hours that complies in all respects with this contract.

   e. All vehicles shall include drivers.

2. BUS SERVICE

   a. The HS Contractor shall provide air-conditioned bus services on an hourly rate basis and bill under LINE ITEM XX11AA. The hourly rate shall include one driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating

expenses. Any additional driver, if required, shall be priced separately. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

b. The HS Contractor shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition when presented for service and shall be free of debris. The bus shall be sufficiently clean so as not to soil passengers, their clothing or possessions with dirt, grease, oil, or other matter.

c. In the event of a bus breakdown, the HS Contractor shall provide within two hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

d. Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's Ordering Officer.

e. The HS Contractor shall be responsible for ensuring that the HS Contractor and an authorized representative of the U.S. Government jointly inspect before and after a trip each bus. The U.S. Government will not consider any claim for damage to a bus, which has not been inspected.

f. The minimum bus capacity shall be 40 passengers.

g. A minimum daily price of four (4) continuous hours shall apply for each bus ordered less any time associated with bus breakdown or getting lost.

h. Drivers must be familiar with the area, have an appropriate driver license, and speak English. In the event the driver is unable to speak English, the contractor shall furnish an English speaking rider on the bus.

3. VEHICLE RENTAL SERVICE

a. Vehicle Specifications, Maintenance, and Malfunctions

(i) The HS Contractor shall furnish "new" air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations.

Sedans or SUVs shall have a minimum capacity of four (4) passengers and 1600cc engine.

In the event a "new" vehicle is not available in certain countries, the contractor shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. Vehicles shall be priced on a daily rate, except as noted below. They shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full. The prices for vehicles rented are based upon an assumption that the vehicles will be returned with an empty tank of gas. Therefore ships will be charged for a full tank of gasoline at the time of rental. There shall be no surcharge applied to the commercial price of the fuel. Vehicles can be returned with any amount of gasoline. Ships shall not be responsible for returning the vehicle with a full tank of fuel, and the HS Contractor shall not be obligated to credit the ship for the remaining fuel.

(ii) The HS Contractor shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and be responsible for all emergency repairs and services.

(iii) Should any vehicle break down while in the U.S. Government's possession, the HS Contractor shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than

three (3) hours later. The replacement shall take place either at the point of breakdown or at the HS Contractor's office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the HS Contractor's expense. The U.S. Government shall be credited an hourly rate, pro-rated on the daily rate, for the rental cost between breakdown and vehicle replacement.

b. Substitution of Vehicles

(i) If the HS Contractor does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the HS Contractor shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group B car is ordered but unavailable, and if no other Group B vehicle is available, the HS Contractor shall furnish a higher group vehicle at the price listed for the Group B vehicle originally ordered.
(ii) In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

c. Deleted.

d. General Description of Vehicle Types

(i) The vehicles shall meet the general description set out below:

Medium-size Sedan (Group “B”): 2 - 4 doors; 4 - 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Passenger Van (Group “M”): 9-passenger capacity; air conditioning; minimum 2000cc engine (except for Hong Kong where capacity is 7 passenger).

Cargo Van (Group “X”): 12 Cubic Meter volume capacity, air conditioning; minimum 2000cc engine.

Executive Sedan with Driver (Group “Y”): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan. This group requires an executive sedan and shall be provided with a driver. Drivers must be familiar with local area, and must speak English. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. No individual driver shall be required to drive more than 8 hours. Drivers must not have been driving within the previous 8 hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the daily rate, with the HS Contractor entitled to a minimum charge of 4 hours. The HS Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations by the provided driver. The daily rate shall be inclusive of the first 250 kilometers per day, all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals. Any additional kilometers per day beyond the initial 250 kilometers will be priced under SUBLINE ITEM XX11AG. The U.S. Government will reimburse the HS Contractor for additional costs in two cases: for highway tolls, and for the driver’s overnight accommodation up to $120.00 or equivalent local currency, when required by U.S. Government business such as travel to another city, and upon presentation of an original invoice (using the online pricing application).

15-Passenger Buses with Driver (Group “Z”): All requirements concerning the rental of a vehicle with the driver described above in the “Executive Sedan with Driver” shall apply to this paragraph also.

e. Deleted.

f. Insurance and Liability.

(i) The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below.

(ii) The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

(iii) The HS Contractor and any Subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the HS Contractor, its subcontractors, its agents, or employees.

(iv) The HS Contractor shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The HS Contractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

(v) Paragraph (iv) shall not be construed as limiting the HS Contractor’s liability to the amounts of the required minimum insurance coverage specified therein.

g. Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations.

h. Mileage and Deposit Charges. There are no mileage or deposit charges for the vehicles rented under this contract for all mileage travelled within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity’s needs. The HS Contractor shall be entitled to an additional half days’ rental fee at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

i. Time Periods of Rental. Rental time shall begin once the vehicle and driver are available for use alongside the Ordering Activity. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than 8 hours straight. Drivers must not have been driving within the previous 8 hours.

4. LIGHT TRUCKS (LOT LINE ITEM XX11AI)

a. The HS Contractor shall provide covered, lockable trucks with a driver to load/off load cargo and mail. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and offloading.

b. The HS Contractor shall be responsible for security and prevent loss/damage/destruction of cargo and mail.

c. The HS Contractor shall return all items left in rental vehicles to the ship’s Ordering Officer.

d. The HS Contractor shall obtain written acknowledgement of vehicle service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

e. The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cost, except where the loss or damage is cost by the willful and wanton negligence of the U.S. Government employee.

f. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than eight (8) hours. Drivers must not have been driving within the previous eight (8) hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the daily rate, with the HS Contractor entitled to a minimum charge of four (4) hours. The HS Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. The daily rate shall be inclusive of all mileage travelled within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor) , all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals.

g. The HS Contractor shall provide vehicle service with qualified drivers for official government business.

h. The HS Contractor shall provide one-way transfer vehicles with drivers to transfer cargo between a designated pick-up point and a specified destination within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity's needs. The HS Contractor shall be entitled to an additional half days' rental fee at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

i. The HS Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

j. The HS Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

k. If the unit of issue is by "Day", then the rental period shall constitutes 24 hours.

i. LINE ITEM XX12 - FORCE PROTECTION SERVICES AND SUPPLIES

1. Heightened Vigilance: The HS Contractor shall be alert at all times in order to contribute to the protection of the ship and its crew. The HS Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The HS Contractor shall report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

2. The HS Contractor shall fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the HS Contractor shall identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the HS Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The HS Contractor shall arrange

introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

3. Contractor/Subcontractor Identification: The HS Contractor shall identify how contractor and subcontractor personnel will be recognizable to ship's personnel. This may be accomplished by a combination of picture ID, badges, uniforms, access lists, etc. The HS Contractor shall also identify how support vehicles/vessels will be marked so that they are readily identifiable to ATFP/ship's personnel.

4. See Attachments 7, 12, 13, and 14 for specific Force Protection requirements and procedures.

j. LINE ITEM XX13 - CAMELS, BREASTING, AND FENDERING BARGES

1. The HS Contractor shall furnish camels in accordance with the Schedule of Supplies and Services. The camels shall be flat surface platforms to be placed alongside the pier and sufficiently capable of breasting the ship away from the pier or from other ships.

2. The HS Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3. The HS Contractor shall place additional fenders between the breasting barge and the ship when requested.

4. Breasting barge size is not specified as this is a performance-based service. The HS Contractor is responsible, as part of its understanding of the requirement, for determining the appropriate barge size for each combination of vessel class and berthing configurations required at each lot. Barges provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX13AD). The barges quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee for the barge, and there is another SUBLINE ITEM for all costs associated with installation, and removal of the barge, as well as round trip costs associated with transport of the barge from another port, if required.

5. Rental is on a daily (24-hour) basis, per barge. Installation, removal, and transportation are charged as a "lot" per barge.

k. LINE ITEM XX14 - LANDING BARGES

1. The HS Contractor shall furnish landing barges (i.e. pontoons) in accordance with the Schedule of Supplies and Services. The landing barges shall be flat surface barges for positioning at the stern or side of the vessel to serve as a loading/unloading platform for water taxi personnel or cargo; they shall not interfere with the operations of the ships' elevators or other equipment. Although landing barges are primarily used for class IV and V vessels, they may be ordered for use with any class vessel.

2. Landing barge size is not specified as this is a performance-based service. The HS Contractor is responsible, as part of its understanding of the requirement, for determining the appropriate barge size for each combination of vessel class and berthing configurations required at each lot. Barges provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX14AD). The barges quoted for each sub lot line item shall be safe and useable for the intended class of ship

at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee for the barge, and there is another SUBLINE ITEM for all costs associated with installation, and removal of the barge, as well as round trip costs associated with transport of the barge from another port, if required.

3. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

4. Rental is on a daily (24-hour) basis, per barge. Installation, removal, and transportation are charged as a "lot" per barge.

l. LINE ITEM XX15 - FLEET LANDING

1. When ordered by the ship, the HS Contractor shall furnish services/supplies for the fleet landing area. The following is a list of the basic supplies and services that a ship may need. It doesn't cover all the services that may be ordered by a ship for fleet landing.

2. FLEET LANDING. HS Contractor shall provide the sub-line items specified in this Line Item and shall provide a unit price for each sub-line item. The unit price shall be per day for each item. Mobilization/demobilization charges shall be included in sub-line item price.

   The Fleet Landing LOT consists of the following:
   a. One (1), 40-feet refrigerator unit or two, 20-feet refrigerator units, with required power to operate the units.
   b. PORTABLE TOILET UNIT SERVICES. The unit price shall be for a single commode and one (1) urinal. The daily rate shall include pumping and cleaning as many times as necessary to ensure clean, sanitary condition and providing all chemicals, cleaning products and toilet paper. The HS Contractor shall check toilet facilities at least every six (6) hours to ensure cleanliness.
   c. PORTABLE ELECTRIC GENERATORS. The HS Contractor shall provide a portable, gasoline powered, electric generator capable of supplying power to portable lighting and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). Generator shall be at least 5KW with circuit breaker protector. Daily rate includes fuel, oil, and necessary consumables to operate the generator, transportation, set-up, dismantling and labor.
   d. Chairs (each per day)
   e. Long tables - approximately 2 meters in length (each per day)

   Any other supplies, services or quantities of supplies and services other than those listed above shall be provided in accordance with the procedures set forth in LINE ITEM XX43.

m. LINE ITEM XX17 - OILY WASTE REMOVAL (TRUCK AND BARGE)

1. Oily Waste is defined as any liquid petroleum product mixed with wastewater and/or oil in any amounts, which, if discharged overboard, would cause or show sheen on the water. The HS Contractor shall dispose of any combination of oily waste and grey water as oily waste.

2. Oily Waste is measured by Cubic Meter (1CM = 264.2 Gallons). The HS Contractor shall submit, as an attachment to the invoices for disposal services, a document verifying the quantity collected and the name of the disposal plant where the oily waste have been or will be disposed. The HS Contractor shall include a written

statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from the ship.

3. The HS Contractor shall comply with the environmental requirements of each country where oily waste is disposed and shall be liable for any costs incurred as a result of the HS Contractor's failure to comply with such requirements. The HS Contractor shall keep all disposal certificates and shall make them available to FLCY upon request. If the ship concurs with the volume, the ship will pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped. The HS Contractor will submit a request to FLCY for the difference, accompanied by disposal certificates. FLCY will investigate and resolve the issue, and will arrange for the ship to pay any amounts determined to be due.

4. Oily Waste Removal involves the collection of Oil and Aggregate Water generated by the ships. The requiring vessel will pump this waste into HS Contractor-provided tanks or barges. The HS Contractor shall provide all equipment and facilities required to remove oily waste, including hoses and connections compatible with the ship being serviced. The HS Contractor shall provide hoses of sufficient length from equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

5. In all cases when a ship orders oily waste disposal services, the HS Contractor shall invoice and will be paid the contract schedule's minimum daily quantity of 60 CM for providing the disposal services, even if the oily waste quantity pumped and disposed that day is less than the 60 CM minimum quantity. Payments over the minimum daily quantity of 60 CM shall be for the amount of oily waste cubic meters removed at the appropriate per CM rate in the schedule. The HS Contractor shall not invoice any charge (either the daily minimum or the additional per CM rate) for ships that do not order disposal services.

6. In the event the HS Contractor subcontracts oily waste disposal, the HS Contractor shall be liable for any costs incurred as a result of the disposal operator's failure to comply with local requirements.

7. The HS Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed. The Government reserves the right to independently verify the volume of discharge using certified flow measuring devices.

8. When removal is done via barge, the HS Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

n. LINE ITEM XX18 - UNIQUE PORT SERVICES

1. LOGISTIC SUPPORT TO GOVERNMENT TEAMS

   a. Note: This Line Item is for logistics support in connection with ship visits to a port area. U.S. Government teams conduct surveys in a variety of ports in the Region. The U.S. Government may require the assistance of the HS Contractor in the ports to be surveyed.

   b. The HS Contractor shall assign an individual to participate in and assist with logistical arrangements for a team that will perform the survey. This team may visit a variety of ports in advance of ships' visits to assess the force protection levels of the port and to perform related functions. The HS Contractor's assistance shall include providing logistical support as requested by the U.S. Government, coordinating access and interviews with local officials, local husbanding services, and support Contractors,

coordinating necessary translation services for the team, and assisting in the development of a final assessment report.

c. The HS Contractor shall invoice port surveys at the subsequent day husbanding fee for a Class II ship in the port. In addition, the HS Contractor shall be reimbursed for economy class air transportation and daily per diem rate that includes lodging, meals and other related expenses. The per diem rates shall be those set forth in the Joint Travel Regulation (JTR).

d. Other HS Contractor out-of-pocket expenses related to the service(s) and anticipated by the HS Contractor will be invoiced and reimbursed at cost. The HS Contractor shall submit all receipts, invoices or other valid documents to support the incurred expenses. The HS Contractor shall not pay for hotels, meals, rental vehicles, telephone expenses and any other expenses that the U.S. Government team members may incur and for which they can be reimbursed under their U.S. Government travel orders.

e. If a delivery order with a "Not to Exceed " (NTE) amount is issued for the logistic support services, the HS Contractor shall promptly advise the FLCY Contracting Officer and withhold performance if he expects to exceed this amount.

2. PAINT FLOAT

The paint float shall be no less than 5M in length but, in all cases, large enough to provide a safe and stable working platform for the occupants. Scaffolding may be of any height less than 3.5M from the deck, so as to provide a working platform at least 4M from the waterline. The paint float shall be equipped with suitable self-fendering to prevent damage to the ship. The price of these fenders shall be included in the quoted price of the paint float. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge’s self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. Rails shall be no less than 1M from the working platform. The working platform shall be equipped with anchor points for harnessing. The Ordering Activity shall be responsible for providing safety harnesses, for obtaining permission from local authorities prior to all work on the paint float, and for cleanup/disposal of all hazardous material generated or released outside the paint float. The HSP shall notify the Ordering Activity of local regulatory requirements concerning paint floats, assist the Ordering Activity in submitting requests and passing required documentation to the local authority where permission is required to work on the paint float, and arrange for required cleaning of the paint float upon return. The ordering activity is responsible for securing the paint float from the time custody has been transferred to them until returned to the HSP or the ship departs, whichever is earlier.

3. INTERPRETER SERVICES

The HS Contractor shall provide interpreter services when ordered. The interpreter shall be fluent in both spoken and written local language and English.

4. PRATIQUE

The HS Contractor shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

5. STEVEDORE SERVICES

The HS Contractor shall provide stevedores for general labor. Billing shall be at the hourly rate for worker.

6. SHORE STEAM

The HS Contractor shall provide shore steam to the ship. This sub lot line item is performance-based. Shore steam provided to the ship may be provided by any means (boiler or generator) so long as the pressure of steam delivered to the vessel is approximately 100 PSI (standard commercial pressure) and of acceptable quality for the vessel. Pricing for provision of shore steam shall be on a TBD basis and should include the boiler or generator, fuel for the generator, mobilization/demobilization, hoses, and adapters appropriate to the vessel type, and water (where required) for the generator or boiler. This item shall be billed on a daily basis.

o. LINE ITEM XX19 - OIL BOOMS

The HS Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom. Billing for LINE ITEM XX19 shall be per meter. For example, a 300-meter oil boom would be billed at 300 meters per day.

Oil Booms are intended to act as a precautionary measure in case of inadvertent leakage from equipment otherwise in sound operating equipment. Oil booms are also intended to mitigate the environmental damages that may otherwise result from inadvertent leakage. The HS Contractor shall notify the Ordering Activity, upon receipt of a LOGREQ request, if deployment of an oil boom at the proposed mooring location is contrary to host nation or port authority regulation so that the order for the oil boom service can be cancelled. Cleanup and disposal of oil is a port authority function. If the HSP incurs charges for these services, they shall be billed as port tariff items on a reimbursable basis.

p. LINE ITEM XX20 - MATERIAL HANDLING (UP TO 150 LBS)

1. The HS Contractor shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

2. The HS Contractor shall use counter-to-counter delivery and charge by each Bill of Lading. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

3. Shipping documents shall be labeled "SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HS Contractor.

4. The HS Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel. The HS Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

5. The HS Contractor shall receive the package from the ship and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

6. The HS Contractor shall deliver the package to the ship the day of arrival in port or the following morning. The HS Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

7. The HS Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HS Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

q. LINE ITEM XX21 - TENT WITH EQUIPMENT FOR SPECIAL EVENTS (INCLUDES TABLES, CHAIRS, LIGHTING AND FANS

The HS Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels. The HS Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills. The HS Contractor shall remove all provided equipment upon completion of services.

r. LINE ITEM XX22 - SHORE POWER (INCLUDES CABLES, CONNECTION, FUEL, AND OPERATORS) 450-480V, 60 HZ

The HS Contractor shall provide shore power to the ship using a port-provided, permanent connection system or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels. The HS Contractor shall provide all cables and make all power connections between the generator and ship. The availability of shore power shall be in accordance with the schedule established by the ship.

Sub Lot Line Items XX22AA, XX22AB, and XX22AC are to be used only if/when shore power provided by port authorities is, for any reason, not available or inadequate.

s. LINE ITEM XX23 - MANLIFT (WITHOUT OPERATOR)

The HS Contractor shall provide a manlift (without operator) and a full fuel tank. The HS Contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning. The HS Contractor shall conduct training on safety and operating procedures for ship personnel. The HS Contractor shall maintain documentation of ship personnel acknowledgement of the training.

t. LINE ITEM XX24 – BROWS

1. Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The HS Contractor shall provide the brows specified in the schedule as ordered by the ship. A range of brow sizes is provided in each of the sub lot line items of lot line item XX24. All brows provided by port authorities, host nation, or US Government shall be billed at cost as port tariff items. Mobilization, demobilization, setup and placement shall be included in the proposed unit price of all XX24 sub lot line items. In cases where brows are provided by port authorities, host nation, or US Government free of charge, at reduced cost, or for mobilization/demobilization costs only; these costs will be reimbursed without additional fees or markup.

2. Due to the height difference between the submarine deck and pier, the HS Contractor provided submarine brow (must afford personnel a smooth and safe transit when entering or exiting the submarine deck. The submarine brow must be capable of supporting shore power cables without damaging the cable.

3. Brows shall be provided free of charge by Royal Navy Liaison Office (RNLO) in Sembawang port for ships berthed at piers 5, 6 , and 7.

4. The HS Contractor shall be entitled to bill for 4 hours of usage under this line item when actual usage is less than 4 hours (per order). Billing for brows shall be calculated up until the scheduled time of departure. Discrepancies, if any, between the number of hours billed at the pre-sailing visit and the actual number of hours used shall be invoiced and paid in accordance with the procedures in OC-1, Invoices and Payments, and the PWS paragraph 9.l. The order of priority of usage in paragraph 10.g. applies.

u. LINE ITEM XX25 - BOTTLED POTABLE WATER

The HS Contractor shall provide for the furnishing of fresh, potable water in bottles. The husbanding Contractor is responsible for ensuring that the U.S. Army Veterinary has approved the products recommended to the ship's Supply Officer. Information on how to request and obtain sanitary inspection is provided as Attachment #17. The minimum order quantity for this line item is 100 liters.

v. LINE ITEM XX26 - MOBILE CRANE SERVICES

The HS Contractor shall provide mobile crane services (shore crane) with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each mobile crane ordered.

Crane services under this Line Item are for land cranes only. Floating cranes are to be provided and billed under Line Item XX43 procedures if required.

w. LINE ITEM XX27 - FORKLIFT SERVICES

The HS Contractor shall provide forklift services with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. Upon the Supply Officer's request, the HS Contractor shall provide information concerning forklift/lifting capacity. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered.

x. LINE ITEM XX28 - TELEPHONE SERVICES AND COMMUNICATIONS EQUIPMENT

1. Landlines (LINE ITEM XX28AA): Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Installation charges shall be inclusive of all costs for installation and removal of landlines. Usage charges and port tariff fees associated with landline connections (LINE ITEM XX28AB) will be the actual charges computed in accordance with the local or national tariff.

2. Cellular Telephone Services (LINE ITEM XX28AC): Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under LINE ITEM XX28AC. The HS Contractor shall have readily available a minimum of 10 cellular telephones at a given time. Each mobile phone provided shall include an operating manual/instruction with published rates for usage. Airtime for mobile phones shall be included under LINE ITEM XX28AD. Usage charges associated with mobile phones (LINE ITEM XX28AD) will be the actual charges computed in accordance with the local or national tariff.

3. The HS Contractor shall provide pre-paid International Calling Cards for official use (LINE ITEM XX28AE).

4. SIM cards with prepaid airtime shall be provided where the ship or operating unit has mobile phones and desires only SIM cards for use in the specific port area. SIM cards provided under LINE ITEM XX28AF shall include

activation of the SIM card. HS Contractors shall not be obligated to provide quantities of sub lot line item XX28AF in excess of quantities permitted by host nation law or regulation.

5. PWS paragraph 9.h. details the priority in providers to MWR support to Ordering Activities. Calling cards ordered under sub lot line item XX28AE shall be billed in the denomination of the card, adjusted to USD using the OANDA exchange rate for the date of the order as outlined in the PWS paragraph 9.f. without additional markup or fee.

y. Deleted

z. LINE ITEM XX30 - RESERVED

aa. LINE ITEM XX31 - PORT DUES

1. In some countries, the port authority or concessionaire charges port dues to the visiting ship. The port dues may be based on the length or based on the gross tonnage of the ship. Only 'FINAL' invoices will be accepted for payment.

2. Attachment (19) of the solicitation lists some of the unclassified agreements. However, this is not a complete list of all the relevant countries.

3. Clause OC-10, titled Host Country Agreements, outlines the limitation of the U.S. Government to pay for certain port dues, fees, or use fees.

4. Sub lot line item XX31AB is intended to provide a suitable landing area for ship's boats or water taxis, when ordered. XX31AB is also intended to provide a suitable area, adjacent to the ship berth or water taxi point of debarkation, for placement and operation of the fleet landing lot items ordered under lot line item XX15. The fleet landing sub lot line items are detailed in the PWS paragraph 11.L.

5. Sub lot line item XX31AD shall only be used when the port is not publicly owned/operated.

bb. LINE ITEM XX32 - COST REPORTING

1) See Attachment (8) PWS Cost Reporting, for specific reporting instructions.
2) All billing and cost reporting shall be made in the units specified in the respective LINE ITEMs.
3) HS Contractor shall enter and report ALL expenditures under this contract (regardless of customer or ordering activity) into LogSSR and all non-priced expenditures other than port tariff (PT) items using the online pricing application in accordance with Attachment (8) PWS Cost Reporting.
4) The pre-arrival cost estimate is part of the Cost Reporting Lot Line Item. Requirements for the pre-arrival cost estimate report are described in Attachment (8).

cc. LINE ITEMs – XX33 – XX39 - RESERVED

dd. LINE ITEM XX40 - OPERATIONS OTHER THAN WAR (OOTW FEES)

* See attachment (9) PWS OOTW, for specific instructions.

ee. LINE ITEM XX41 – PROVISIONS

(1) Provisions

Note: Orders for fuel and provisions are primarily ordered under other U.S. Government contracts. Use of these contracts for fuel and provisions (eg. DESC fuel contracts and DSCP-Pacific provisions contracts) is mandatory when available. If U.S. Government contracts are either unavailable or cannot make delivery within ship scheduling constraints the HS Contractor must receive prior permission from the FLCY Contracting Officer before providing these services to the ship, including mobilization. When requested by the ship, the HS Contractor shall pass these orders to the other U.S. Government Contractors involved. The ship's Supply Officer or FLCY Contracting Officer may award contracts or purchase orders for these non-priced items to other U.S. Government contracts.

a. When requested by a ship, the husbanding HS Contractor shall assist in arranging for the timely provision of subsistence items. LINE ITEMs XX41AA through XX41AC identify the fees that will be paid the HS Contractor for arranging subsistence items. FFV shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using night soil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. Bread and Eggs must be in accordance with Attachment #11. The husbanding services HS Contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and local currency; and total price in U.S. dollars and local currency as indicated in the "INVOICING AND PAYMENT CLAUSE". (Example: 10 pounds tomatoes @ 2,50 euro/$1.00 USD per Pound = 25,00 Euro/$10.00 USD). Any delivery charges shall be shown separately. The HS Contractor shall use the conversation rate to convert Kilogram (KG) into US pounds (LB) is: 1 KG = 2.2046 LB.

b. If the total cost of FF&V and subsistence items ordered and received by a ship under this contract exceeds $10,000.00 for a port visit, the HS Contractor shall submit a report via e-mail to FLCY within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the HS Contractor shall provide copies of all quotes obtained. This report is in addition to the LogSSR report.

c. The husbanding HS Contractor shall ensure that the sources recommended to the ships Supply Officer for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement.

d. Information on how to request and obtain sanitary inspection by the U.S. Government is provided as Attachment #17.

e. The HS Contractor shall retain documentation of inspection of sources recommended or selected as suppliers of subsistence items. Under no circumstances shall the HS Contractor recommend or offer for acceptance subsistence items from non-approved sources.

f. All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

g. The fee specified in sub lot line item XX41AA has a unit of issue of 'EA' (each). This fee is for the arrangement of one line item of provisions, not for a quantity of one provision. For example, if one provisions order contained ten different line items and a quantity of five for each line item, the HS Contractor would be entitled to bill under sub lot line item XX41AA for a quantity of ten with a unit of issue 'EA'.

ff. LINE ITEM XX42 - FUEL

1. Orders for fuel and provisions are primarily ordered under other U.S. Government contracts. Use of these contracts for fuel and provisions (eg. DESC fuel contracts and DSCP-Pacific provisions contracts) is mandatory when available. If U.S. Government contracts are either unavailable or cannot make delivery within ship scheduling constraints the HS Contractor must receive prior permission from the FLCY Contracting Officer before providing these services to the ship, including mobilization. When requested by the ship, the HS Contractor shall pass these orders to the other U.S. Government Contractors involved. The ship's Supply Officer or FLCY Contracting Officer may award contracts or purchase orders for these non-priced items to other U.S. Government contracts.

2. Other procedures apply as follows:

(a) Fuel (MGO/F76)

(i) Ships may order fuel, as described in paragraph 1 above, with the assistance of the HS Contractor. The HS Contractor shall advise the Supply Officer of available bunkers, or existing fuel contracts issued by Defense Energy Support Center (DESC) or Navy Operational Logistics Support Center. If requested by the Supply Officer, the HS Contractor shall pass fuel orders to the appropriate fuel supplier, and will coordinate delivery. The DESC Overseas Ships' Bunkers Contract Bulletin SP0600-02-0013 may be accessed at http://www.desc.dla.mil/DCM/DCMPage.asp?PageID=227 . Disagreements between any DESC Contractor and the HS Contractor shall be forwarded to the DESC Contracting Officer through Logistic Supply Center Fuel Manager specified at the time of award for each region. HS Contractors who buy fuel through other than government sources when available without express authority in writing from the FLCY Contracting Officer do so at their own risk. If the HS Contractor is authorized to provide fuel, U.S. Government shall not reimburse the HS Contractor for more than what the U.S. Government cost through approved DESC contracts would have been unless authorized by the Contracting Officer. The HS Contractor is required to provide any security vetting for DESC contractors in order to facilitate performance.

(ii) In the event that no U.S. Government or foreign Government owned bunker is available, or no DESC or NPO available contracts meets a ship's fuel requirement, or as directed in writing by the Contracting Officer, the HS Contractor shall assist the ship in arranging the procurement of fuel. The HS Contractor shall not provide any fuel or fuel-related service e.g., fuel barge or fuel truck, without first receiving specific advance approval to do so from a FLCY Contracting Officer. This fuel shall be provided in accordance with Attachment # 15. The HS Contractor shall provide a fuel barge or truck to transport fuel to the ship, if required. LINE ITEMs XX42AA through XX42AD identify the fees that will be paid the HS Contractor for arranging fuel requirements. The HS Contractor shall be liable for any costs should the fuel provider fail to properly employ oil spill booms as required by local authorities or fails to comply with any local laws or regulations relating to the provision of fuel. Fuel caught in oil booms will be properly disposed. The HS Contractor shall be liable for any costs should the fuel provider fail to employ properly oil spill booms as required by local authorities or fails to comply with any local laws or regulations relating to the provision of fuel. The HS Contractor shall deliver fuel "free on board" the ship whether at pierside or at anchor. The invoice shall indicate the unit and total price for the fuel and the price for the delivery of fuel to the ship. The contractor shall also include a statement with each invoice entry for fuel purchased from the contractor that identifies who directed it to provide the fuel and the preliminary steps taken by the contractor to ensure that government-owned fuel or fuel from a DESC contract was not available to satisfy the ship's requirement.

(iii) Other than the price specified under LINE ITEM XX42AA Fee for Acquiring Fuel and LINE ITEM XX42AC Fuel Delivery/Other, no additional fees shall be added to the price of LINE ITEM XX42AB Fuel, TBD. The HS Contractor shall be reimbursed at cost for the TBD purchase price of fuel and for delivery without additional markup.

(iv) In recognition of the fact that fuel is sold by weight (metric tons) and by volume (gallons or liters), the HS Contractor shall ensure all United States ships are provided with a fuel invoice and the appropriate customs certification demonstrating the quantity of fuel provided in metric tons and in gallons or liters. In the event that the HS Contractor is ordered to provide fuel, all terms and conditions of the fuel provider shall be provided to the Ordering Officer in the pre-arrival cost estimate or prior to the order being finalized if the fuel services are ordered after the pre-arrival cost estimate has been provided. For example, if a ship places an order for fuel and the fuel provider has a term or condition that requires the full quantity to be pumped into the requiring vessel without return of any fuel to the provider, this condition must be disclosed to the Ordering Officer in the pre-arrival message.

(v) The HS Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier. The cost for all barge inspections will be included in the fee for LINE ITEM XX42AC.

(vi) The HS Contractor shall load the ordered fuel and transport to the ship. The HS Contractor shall transfer the fuel from the fuel barge or truck to the ship. The HS Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

(vii) The HS Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

(viii) Excess Fuel Procedures: Demurrage charges accrue when the entire quantity of fuel ordered cannot be delivered on or before the date and time specified in the fuel order. Demurrage charges do not accrue when fuel cannot be delivered due to the fault of the service provider (e.g. pumping rate of the barge inadequate to deliver fuel within the time specified by the order). See PWS paragraph 3.i. for further details. Pricing of XX42AD is in units of DAY and the compensation covers the daily cost of the barge used to deliver the fuel (regardless of the amount of fuel remaining in the barge). Since the great majority of fueling evolutions are via barge, the price of demurrage by barge should be used vice the demurrage price by truck. All required customs clearances are to be included in item XX42AA, Fee for Acquiring Fuel. If the ship does not offload all of the fuel ordered, the HS Contractor shall store the excess fuel and diligently attempt to sell it as soon as practicable. The HS Contractor shall receive a storage fee (demurrage) for no more than three (3) days. The HS Contractor shall receive a fuel disposal fee on a reimbursable basis upon presentation of vendor invoice for disposal services.

(ix) All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

gg. LINE ITEM XX43 – INCIDENTALS

1. Incidentals: The HS Contractor shall arrange for incidentals using the Online Pricing Application, as further described in Attachment 8 and paragraph 3(o) above. Incidentals are supplies and services not priced on the Schedule of Supplies and Services or Port Tariff schedule that are within the scope of the contract, and are required during the course of the husbanding visit. Historical examples of items ordered that would be considered incidentals are listed at the bottom of each schedule in Attachment 2. Incidentals shall not exceed $50,000.00 per port visit unless prior permission is granted from the FLCY Contracting Officer. The HS Contractor shall not be separately or additionally compensated for profit or mark-up on the prices of these items or for any other charges or fees associated with acquiring the supplies or services other than the price the HS Contractor pays its supplier for the supply or service except as the HS Contractor chooses to include allowances for any such profit, charges, or fees in the daily price for the Management Services or as part of the process proposed by the HS Contractor for implementation of the Online Pricing Application methodology for offering incidentals at fair and reasonable prices. The HS Contractor shall arrange for incidentals as described below:

a. Providing supplies and services. At the request of an Ordering Activity, the HS Contractor shall arrange for incidentals that are within the scope of the contract, are not pre-priced on the Schedule of Supplies and Services (Attachment 2), and are required during the course of the husbanding visit. In cases where sub lot line items do not exist under the corresponding lot line item in some lots, but exist under line items in other lots of the Attachment 2 schedules, the Government reserves the right to order these items within the scope of the contract, if required, as incidentals using the online pricing application. The contractor shall conduct necessary market research, contact potential suppliers, obtain price quotations, and, based on the information, provide an estimated price for the supply or service to the Ordering Activity and the FLCY Contracting Officer using the Online Pricing Application. The HS Contractor shall not provide any incidental supplies or services until the HS Contractor and the Ordering Activity or FLCY Contracting Officer agree on a fair and reasonable price for the supplies or services. For non-priced items with extended price less than $25,000, either the Ordering Officer or the FLCY Contracting Officer may determine if a quoted price is fair and reasonable. For non-priced items with an extended price greater than $25,000, only the FLCY Contracting Officer may determine if a quoted price is fair and reasonable. At that point the Ordering Activity shall issue an order to the HS Contractor directing that it provide the supply or service in support of the husbanding visit at the agreed price. For supplies or services having an extended price (unit price multiplied by quantity) over $3,000, the HS Contractor must provide documentation to the Ordering Activity or FLCY Contracting Officer, via the Online Pricing Application, that it has promoted competition to the maximum extent practicable. If the HS Contractor proposes the use of organic assets (HS Contractor-owned assets) at an extended price (unit price multiplied by quantity) over $3,000, the HS Contractor must additionally provide documentation to the Ordering Activity or FLCY Contracting Officer, via the Online Pricing Application, that the price for use of the organic asset does not exceed the price for locally available assets that could be used to otherwise satisfy the requirement. When proposing to use an organic asset, the HS Contractor shall also provide a commercial pricelist, if available, showing the daily or hourly rates, inclusive of all operational and maintenance costs, that the HS Contractor charges other customers for use of the organic assets. Prices charged to the Government shall not be higher than the price for the same or similar services provided to other customers. The HS Contractor's use of the Online Pricing Application in accordance with Attachment 8 will be evaluated based on the criteria established in QASP and agreed upon as part of the HS Contractor's proposed process for determining fair and reasonable prices.

b. All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting Officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

c. Incidentals considered within the scope of this contract are defined at the description of contractual scope, paragraph 10.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot	$0.00	$0.00

MINIMUM GUARANTEE
FFP
THIS LINE ITEM DOES NOT ORDER GOODS OR SERVICES. IT MAY BE ISSUED ON TASK ORDER/DELIVERY ORDER NUMBER 00MG FOR THE SOLE PURPOSE OF RECORDING THE OBLIGATION OF FUNDS ASSOCIATED WITH THE MINIMUM QUANTITY UNDER THIS BASIC CONTRACT.
FOB: Destination
MILSTRIP: N4034509RCSG0006
PURCHASE REQUEST NUMBER: N4034509RCSG0006

NET AMT		$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005			Dollars, U.S.	$0.00	$0.00 EST

REGION 4 - EAST ASIA
FFP
BASE PERIOD: 12 MONTHS
EAST ASIA (LOTS 82 - 99)
FOR LOT LINE ITEMS, SEE ATTACHMENT 2. THE BASE PERIOD SHALL BE FOR 12 MONTHS. ALL PRICES ARE FOB DESTINATION AND SHALL BE IN U.S. DOLLARS. POP Award plus 30 days.
FOB: Destination
MILSTRIP: N4034509RCSG0006
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT		$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AA		5,256,687	Dollars, U.S.	$1.00	$5,256,687.00 EST

FFP
Pre-Priced Items for all lots (to be calculated by applying the quoted unit price multiply by the estimated quantites provided in Attachment 2 for both targeted and non-targeted Lots) USD_____
FOB: Destination
MILSTRIP: N4034509RCSG0006

MAX NET AMT	$5,256,687.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AB		1,800,000	Dollars, U.S.	$1.00	$1,800,000.00 EST

FFP
Port Tariffs for all lots
FOB: Destination
MILSTRIP: N4034509RCSG0006
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$1,800,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AC			Dollars, U.S.	UNDEFINED	$0.00 EST

FFP
Fuel for all lots
FOB: Destination
MILSTRIP: N4034509RCSG0006

MAX NET AMT	$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AD			Dollars, U.S.	UNDEFINED	$0.00 EST

FFP
Provisions for all lots
FOB: Destination
MILSTRIP: N4034509RCSG0006

MAX NET AMT	$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AE			Dollars, U.S.	UNDEFINED	$0.00 EST

FFP
OOTW
FOB: Destination
MILSTRIP: N4034509RCSG0006

MAX NET AMT	$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AF		1,000,000	Dollars, U.S.	$1.00	$1,000,000.00 EST

FFP
Incidentals
FOB: Destination
MILSTRIP: N4034509RCSG0006
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$1,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004		UNDEFINED		UNDEFINED	$0.00
OPTION	REGION 4 - EAST ASIA FFP OPTION PERIOD 1: 12 MONTHS EAST ASIA (LOTS 77 - 97) FOR LOT LINE ITEMS, SEE ATTACHMENT 2. THE BASE PERIOD SHALL BE FOR 12 MONTHS. ALL PRICES ARE FOB DESTINATION AND SHALL BE IN U.S. DOLLARS. FOB: Destination MILSTRIP: N4034509RCSG0006 PURCHASE REQUEST NUMBER: N4034509RCSG0006				
				MAX NET AMT	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004AA		5,256,687	Dollars, U.S.	$1.00	$5,256,687.00 EST
OPTION	FFP Pre-Priced Items for all lots (to be calculated by applying the quoted unit price multiply by the estimated quantities provided in Attachment 2 for both targeted and non-targeted Lots) USD_____ FOB: Destination MILSTRIP: N4034509RCSG0006				
				MAX NET AMT	$5,256,687.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004AB		1,800,000	Dollars, U.S.	$1.00	$1,800,000.00 EST

OPTION

FFP
Port Tariffs for all lots
FOB: Destination
MILSTRIP: N4034509RCSG0006
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$1,800,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004AC			Dollars, U.S.	UNDEFINED	$0.00 EST

OPTION

FFP
Fuel for all lots
FOB: Destination
MILSTRIP: N4034509RCSG0006

MAX NET AMT	$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004AD			Dollars, U.S.	UNDEFINED	$0.00 EST
OPTION					
	FFP Provisions for all lots FOB: Destination MILSTRIP: N4034509RCSG0006				
				MAX NET AMT	$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004AE			Dollars, U.S.	UNDEFINED	$0.00 EST
OPTION					
	FFP OOTW FOB: Destination MILSTRIP: N4034509RCSG0006				
				MAX NET AMT	$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004AF		1,000,000	Dollars, U.S.	$1.00	$1,000,000.00 EST
OPTION					

FFP
Incidentals
FOB: Destination
MILSTRIP: N4034509RCSG0006
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT $1,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004		UNDEFINED		UNDEFINED	$0.00
OPTION	REGION 4 - EAST ASIA				

FFP
OPTION PERIOD 2: 12 MONTHS
EAST ASIA (LOTS 77 - 97)
FOR LOT LINE ITEMS, SEE ATTACHMENT 2. THE BASE PERIOD SHALL BE FOR 12 MONTHS. ALL PRICES ARE FOB DESTINATION AND SHALL BE IN U.S. DOLLARS.
FOB: Destination
MILSTRIP: N4034509RCSG0006
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT $0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004AA		5,256,687	Dollars, U.S.	$1.00	$5,256,687.00 EST

OPTION

FFP
Pre-Priced Items for all lots (to be calculated by applying the quoted unit price multiply by the estimated quantities provided in Attachment 2 for both targeted and non-targeted Lots) USD_____
FOB: Destination
MILSTRIP: N4034509RCSG0006

MAX NET AMT		$5,256,687.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004AB		1,800,000	Dollars, U.S.	$1.00	$1,800,000.00 EST

OPTION

FFP
Port Tariffs for all lots
FOB: Destination
MILSTRIP: N4034509RCSG0006
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT		$1,800,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004AC			Dollars, U.S.	UNDEFINED	$0.00 EST
OPTION					
	FFP Fuel for all lots FOB: Destination MILSTRIP: N4034509RCSG0006				
				MAX NET AMT	$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004AD			Dollars, U.S.	UNDEFINED	$0.00 EST
OPTION					
	FFP Provisions for all lots FOB: Destination MILSTRIP: N4034509RCSG0006				
				MAX NET AMT	$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004AE			Dollars, U.S.	UNDEFINED	$0.00 EST
OPTION					
	FFP OOTW FOB: Destination MILSTRIP: N4034509RCSG0006				
				MAX NET AMT	$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004AF		1,000,000	Dollars, U.S.	$1.00	$1,000,000.00 EST
OPTION					
	FFP Incidentals FOB: Destination MILSTRIP: N4034509RCSG0006 PURCHASE REQUEST NUMBER: N4034509RCSG0006				
				MAX NET AMT	$1,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3004		UNDEFINED		UNDEFINED	$0.00
OPTION	REGION 4 - EAST ASIA FFP OPTION PERIOD 3: 12 MONTHS EAST ASIA (LOTS 77 - 97) FOR LOT LINE ITEMS, SEE ATTACHMENT 2. THE BASE PERIOD SHALL BE FOR 12 MONTHS. ALL PRICES ARE FOB DESTINATION AND SHALL BE IN U.S. DOLLARS. FOB: Destination MILSTRIP: N4034509RCSG0006 PURCHASE REQUEST NUMBER: N4034509RCSG0006				
				MAX NET AMT	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3004AA		5,256,687	Dollars, U.S.	$1.00	$5,256,687.00 EST
OPTION	FFP Pre-Priced Items for all lots (to be calculated by applying the quoted unit price multiply by the estimated quantities provided in Attachment 2 for both targeted and non-targeted Lots) USD_____ FOB: Destination MILSTRIP: N4034509RCSG0006				
				MAX NET AMT	$5,256,687.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3004AB		1,800,000	Dollars, U.S.	$1.00	$1,800,000.00 EST
OPTION					
	FFP Port Tariffs for all lots FOB: Destination MILSTRIP: N4034509RCSG0006 PURCHASE REQUEST NUMBER: N4034509RCSG0006				
				MAX NET AMT	$1,800,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3004AC			Dollars, U.S.	UNDEFINED	$0.00 EST
OPTION					
	FFP Fuel for all lots FOB: Destination MILSTRIP: N4034509RCSG0006				
				MAX NET AMT	$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3004AD			Dollars, U.S.	UNDEFINED	$0.00 EST
OPTION					
	FFP Provisions for Targeted Lots FOB: Destination MILSTRIP: N4034509RCSG0006				
				MAX NET AMT	$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3004AE			Dollars, U.S.	UNDEFINED	$0.00 EST
OPTION					
	FFP OOTW FOB: Destination MILSTRIP: N4034509RCSG0006				
				MAX NET AMT	$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3004AF		1,000,000	Dollars, U.S.	$1.00	$1,000,000.00 EST
OPTION					

FFP
Incidentals
FOB: Destination
MILSTRIP: N4034509RCSG0006
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$1,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4004		UNDEFINED		UNDEFINED	$0.00
OPTION	REGION 4 - EAST ASIA				

FFP
OPTION PERIOD 4: 12 MONTHS
EAST ASIA (LOTS 77 - 97)
FOR LOT LINE ITEMS, SEE ATTACHMENT 2. THE BASE PERIOD SHALL BE FOR 12 MONTHS. ALL PRICES ARE FOB DESTINATION AND SHALL BE IN U.S. DOLLARS.
FOB: Destination
MILSTRIP: N4034509RCSG0006
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4004AA		5,256,687	Dollars, U.S.	$1.00	$5,256,687.00 EST

OPTION

FFP
Pre-Priced Items for all lots (to be calculated by applying the quoted unit price multiply by the estimated quantities provided in Attachment 2 for both targeted and non-targeted Lots) USD_____
FOB: Destination
MILSTRIP: N4034509RCSG0006

MAX NET AMT		$5,256,687.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4004AB		1,800,000	Dollars, U.S.	$1.00	$1,800,000.00 EST

OPTION

FFP
Port Tariffs for all lots
FOB: Destination
MILSTRIP: N4034509RCSG0006
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT		$1,800,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4004AC			Dollars, U.S.	UNDEFINED	$0.00 EST
OPTION					
	FFP Fuel for all lots FOB: Destination MILSTRIP: N4034509RCSG0006				
				MAX NET AMT	$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4004AD			Dollars, U.S.	UNDEFINED	$0.00 EST
OPTION					
	FFP Provisions for all lots FOB: Destination MILSTRIP: N4034509RCSG0006				
				MAX NET AMT	$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4004AE			Dollars, U.S.	UNDEFINED	$0.00 EST
OPTION					
	FFP OOTW FOB: Destination MILSTRIP: N4034509RCSG0006				
				MAX NET AMT	$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4004AF		1,000,000	Dollars, U.S.	$1.00	$1,000,000.00 EST
OPTION					
	FFP Incidentals FOB: Destination MILSTRIP: N4034509RCSG0006 PURCHASE REQUEST NUMBER: N4034509RCSG0006				
				MAX NET AMT	$1,000,000.00 (EST.)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

0005	Destination	Government	Destination	Government
0005AA	Destination	Government	Destination	Government
0005AB	Destination	Government	Destination	Government
0005AC	Destination	Government	Destination	Government
0005AD	Destination	Government	Destination	Government
0005AE	Destination	Government	Destination	Government
0005AF	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1004AA	Destination	Government	Destination	Government
1004AB	Destination	Government	Destination	Government
1004AC	Destination	Government	Destination	Government
1004AD	Destination	Government	Destination	Government
1004AE	Destination	Government	Destination	Government
1004AF	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2004AA	Destination	Government	Destination	Government
2004AB	Destination	Government	Destination	Government
2004AC	Destination	Government	Destination	Government
2004AD	Destination	Government	Destination	Government
2004AE	Destination	Government	Destination	Government
2004AF	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3004AA	Destination	Government	Destination	Government
3004AB	Destination	Government	Destination	Government
3004AC	Destination	Government	Destination	Government
3004AD	Destination	Government	Destination	Government
3004AE	Destination	Government	Destination	Government
3004AF	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4004AA	Destination	Government	Destination	Government
4004AB	Destination	Government	Destination	Government
4004AC	Destination	Government	Destination	Government
4004AD	Destination	Government	Destination	Government
4004AE	Destination	Government	Destination	Government
4004AF	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0005	POP 15-OCT-2011 TO 14-OCT-2012	N/A	N/A FOB: Destination	
0005AA	POP 15-OCT-2011 TO 14-OCT-2012	N/A	N/A FOB: Destination	

0005AB	POP 15-OCT-2011 TO 14-OCT-2012	N/A	N/A FOB: Destination
0005AC	POP 15-OCT-2011 TO 14-OCT-2012	N/A	N/A FOB: Destination
0005AD	POP 15-OCT-2011 TO 14-OCT-2012	N/A	N/A FOB: Destination
0005AE	POP 15-OCT-2011 TO 14-OCT-2012	N/A	N/A FOB: Destination
0005AF	POP 15-OCT-2011 TO 14-OCT-2012	N/A	N/A FOB: Destination
1004	POP 15-OCT-2012 TO 14-OCT-2013	N/A	N/A FOB: Destination
1004AA	POP 15-OCT-2012 TO 14-OCT-2013	N/A	N/A FOB: Destination
1004AB	POP 15-OCT-2012 TO 14-OCT-2013	N/A	N/A FOB: Destination
1004AC	POP 15-OCT-2012 TO 14-OCT-2013	N/A	N/A FOB: Destination
1004AD	POP 15-OCT-2012 TO 14-OCT-2013	N/A	N/A FOB: Destination
1004AE	POP 15-OCT-2012 TO 14-OCT-2013	N/A	N/A FOB: Destination
1004AF	POP 15-OCT-2012 TO 14-OCT-2013	N/A	N/A FOB: Destination
2004	POP 15-OCT-2013 TO 14-OCT-2014	N/A	N/A FOB: Destination
2004AA	POP 15-OCT-2013 TO 14-OCT-2014	N/A	N/A FOB: Destination
2004AB	POP 15-OCT-2013 TO 14-OCT-2014	N/A	N/A FOB: Destination
2004AC	POP 15-OCT-2013 TO 14-OCT-2014	N/A	N/A FOB: Destination
2004AD	POP 15-OCT-2013 TO 14-OCT-2014	N/A	N/A FOB: Destination
2004AE	POP 15-OCT-2013 TO 14-OCT-2014	N/A	N/A FOB: Destination

2004AF	POP 15-OCT-2013 TO 14-OCT-2014	N/A	N/A FOB: Destination
3004	POP 15-OCT-2014 TO 14-OCT-2015	N/A	N/A FOB: Destination
3004AA	POP 15-OCT-2014 TO 14-OCT-2015	N/A	N/A FOB: Destination
3004AB	POP 15-OCT-2014 TO 14-OCT-2015	N/A	N/A FOB: Destination
3004AC	POP 15-OCT-2014 TO 14-OCT-2015	N/A	N/A FOB: Destination
3004AD	POP 15-OCT-2014 TO 14-OCT-2015	N/A	N/A FOB: Destination
3004AE	POP 15-OCT-2014 TO 14-OCT-2015	N/A	N/A FOB: Destination
3004AF	POP 15-OCT-2014 TO 14-OCT-2015	N/A	N/A FOB: Destination
4004	POP 15-OCT-2015 TO 14-OCT-2016	N/A	N/A FOB: Destination
4004AA	POP 15-OCT-2015 TO 14-OCT-2016	N/A	N/A FOB: Destination
4004AB	POP 15-OCT-2015 TO 14-OCT-2016	N/A	N/A FOB: Destination
4004AC	POP 15-OCT-2015 TO 14-OCT-2016	N/A	N/A FOB: Destination
4004AD	POP 15-OCT-2015 TO 14-OCT-2016	N/A	N/A FOB: Destination
4004AE	POP 15-OCT-2015 TO 14-OCT-2016	N/A	N/A FOB: Destination
4004AF	POP 15-OCT-2015 TO 14-OCT-2016	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.212-4	Contract Terms and Conditions--Commercial Items	MAR 2009

52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-36	Payment by Third Party	MAY 1999

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

__X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

__(4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (7) [Reserved].

___ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

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

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

___ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

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

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

___ (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

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

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

___ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

___ (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

_X__ (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).

___ (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of theVietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) .

___ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

__X_ (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X__ (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

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

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

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award** through **contract expiration .**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $3000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single line item in excess of $1,220,000; or
(2) Any order for a combination of items in excess of $7,000,000; or
(3) A series of orders from the same ordering office within one (1) day that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any combination of orders exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 days beyond the expiration of the contract.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at any time prior to the extension of the contract.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration of the contract, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

52.228-10 VEHICULAR AND GENERAL PUBLIC LIABILITY INSURANCE (APR 1984)

(a) The Contractor, at the Contractor’s expense, agrees to maintain, during the continuance of this contract, all insurance required by the host country in which the Contractor is performing. At a minimum, this insurance shall include vehicular liability and general public liability insurance with limits of liability for (1) Bodily injury of not less than $1,000,000 for each occurrence and (2) Property damage of not less than $1,000,000 for each accident.

(b) The Contractor, at the Contractor’s expense, agrees to maintain, during the continuance of this contract, vessel collision liability, and, protection and indemnity liability insurance in the amount of $1,000,000 per (Government) vessel or for any one incident.

(c) The Contractor also agrees to maintain worker’s compensation and other legally required insurance with respect to the Contractor’s own employees and agents.

(d) Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interests shall not be effective for 30 days after the insurer or the Contractor gives written notice to the Contracting Officer.

Limited Risk of Loss

(a) The Contractor shall not be liable under this contract for any loss suffered by the U.S. Government including, but not limited to, loss, destruction of, or damage to, Government property or for expenses incidental to such loss, destruction, or damage, except as provided in paragraph (b).

(b) The contractor shall be responsible for loss to the U.S. Government including, but not limited to, loss, destruction of, or damage to, Government property under this contract (including expenses incidental to such loss, destruction, or damage) that results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater, or
(1) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement; or
(2) For which the Contractor is otherwise responsible under the express terms of this contract; or
(3) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(c) Nothing in this clause or in this contract shall preclude or limit recovery by the U.S. Government from a subcontractor or a subcontractor's insurer for any loss suffered by the U.S. Government including, but not limited to, loss, destruction of, or damage to, Government property caused by the subcontractor, its employees or agents.

52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disput resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR Clauses http://acquisition.gov/comp/far/index.html
DFAR Clauses http://www.acq.osd.mil/dpap/dars/dfars/index.htm

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

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

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUL 2009)

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

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

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

(1) ___252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

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

(3) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) ____ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ____ 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

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

(10) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11) ____ 252.225-7021, Trade Agreements (JUL 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

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

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

(14)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (JUL 2009) of 252.225-7036.

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

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

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

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

(19) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

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

(22)____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

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

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

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

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

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.216-7003 ECONOMIC PRICE ADJUSTMENT--WAGE RATES OR MATERIAL PRICES CONTROLLED BY A FOREIGN GOVERNMENT (JUNE 1997)

(a) The Contractor represents that the prices set forth in this contract--

(1) Are based on the wage rate(s) or material price(s) established and controlled by the Government of_____(Offeror insert name of host country); and

(2) Do not include contingency allowances to pay for possible increases in wage rates or material prices.

(b) If wage rates or material prices are revised by the government named in paragraph (a) of this clause, the Contracting Officer shall make an equitable adjustment in the contract price and shall modify the contract to the extent that the Contractor's actual costs of performing this contract are increased or decreased, as a direct result of the revision, subject to the following:

(1) For increases in established wage rates or material prices, the increase in contract unit price(s) shall be effective on the same date that the government named in paragraph (a) of this clause increased the applicable wage rate(s) or material price(s), but only if the Contracting Officer receives the Contractor's written request for contract adjustment within 10 days of the change. If the Contractor's request is received later, the effective date shall be the date that the Contracting Officer received the Contractor's request.

(2) For decreases in established wage rates or material prices, the decrease in contract unit price(s) shall be effective on the same date that the government named in paragraph (a) of this clause decreased the applicable wage rate(s) or material price(s). The decrease in contract unit price(s) shall apply to all items delivered on and after the effective date of the government's rate or price decrease.

(c) No modification changing the contract unit price(s) shall be executed until the Contracting Officer has verified the applicable change in the rates or prices set by the government named in paragraph (a) of this clause. The Contractor shall make available its books and records that support a requested change in contract price.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause of this contract.

(End of Clause)

252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all—

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting officer.

(End of clause)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUNE 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

(End of clause)

252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless—

(1) Approved in writing by the Contracting Officer;

(2) Made in accordance with the laws and regulations of the United States of America; and

(3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract of any plans, specifications, or other similar documents relating to work under this contract, if marked “Top Secret,” “Secret,” or “Confidential” be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall—

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE

OTHER CLAUSES REGIONAL

52.237-7023 Continuation of Essential Contractor Services

(a) The Contracting officer has identified all or a portion of the contractor services provided under this contract as essential contractor services in support of mission essential functions. The contractor-provided services that have been determined to be essential contractor services in support of mission essential functions are listed in the Performance Work Statement LINE ITEM XX40 Operations Other Than War.

(b) The contractor shall have a plan after award of this contract or incorporation of this clause in a contract by modification, for continuing the performance of essential contractor services identified in (a) above during a crisis.

(1) The Contractor shall identify in the plan provisions made for the acquisition of necessary personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) The plan must, at a minimum, address-

(i) Challenges associated with maintaining contractor essential services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of necessary personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home; and

(iv) Any established alert and notification procedures for mobilizing identified “essential contractor service” personnel, and

(v) The approach for communicating expectations to the contractor employees regarding their roles and responsibilities during a crisis.

(c) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption. In the event the contractor anticipates not being able to perform due to any of the clauses enumerated in the excusable delay clause of this contract, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts and cooperate with the Government’s efforts to maintain the continuity of operations.

(d) The Government reserves the right in such crisis situations to use federal employees of other agencies or contract support from other contractors or to enter into new contracts for essential contractor services. Any new contracting efforts would be conducted in accordance with OFPP letter, "Emergency Acquisitions" May 2007 and FAR and DFARS Subparts 18 and 218 respectively or any other subsequent emergency guidance issued.

(e) This clause shall be included in subcontracts for the essential services.

OTHER CLAUSES

OC-1 Invoices and Payments

(a) Invoice Content

The Contractor shall submit to the ordering officer an invoice that lists all the costs incurred by the ship under the contract during the port visit. The contractor's invoice shall list items priced under this contract and include subcontractor invoices for all other items not priced in the contract. All invoices submitted shall have all supporting documentation (i.e. trash and CHT certificates, delivery tickets signed by ship's personnel, with a legible signature and printed name and rank, port tariff invoices, invoices for items not pre-priced in the contract, and any other documentation that the supplies/services have been delivered and accepted) and must be submitted in accordance with the paragraph below. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from or on-loaded to the ship. **All items listed on the invoices must be detailed as to quantity, contract unit of issue and unit price. Lump sum entries will not be accepted**.

The Contractor shall keep copies of all documentation submitted to the ship for each visit for all supplies and services rendered and quantities invoiced. The Contractor shall keep a copy of all such documentation in one place that will be indicated to the Contracting Officer at the time of contract award. FLCY and its detachments contracting personnel may examine these files at any time during the performance of this contract.

The invoices must be easily identifiable as original (i.e. original signature or stamped as ORIGINAL). If an electronic invoice is authorized, the Contractor must certify on the invoice that it is the first time that the invoice is submitted. If the original invoice has been lost, a copy of the invoice may be submitted. This invoice must be marked as "DUPLICATE COPY" and a signed and dated statement with a contractor's stamp must be made on the duplicate invoice confirming that payment has not been received.

Each invoice must include—

(1) Name and address of the Contractor;
(2) Invoice number and date issued;
(3) Contract number, Contract Line Item Number, Lot Line Item and , if applicable, the Order Number;
(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(5) If appropriate, the shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on a Government bill of lading;
(6) Terms of any prompt payment discount offered;
(7) Name and address of the official to whom payment is to be sent;
(8) Name, title, and phone number of the person to be notified in the event of a defective invoice;
(9) Supporting documentation (i.e. trash and CHT certificates, delivery tickets signed by the ship's personnel, with a legible signature and printed name and rank, and any other documentation that the supplies/services have been delivered and accepted);
(10) The invoice must be correct and complete and without handwritten figures.
(11) Electronic funds transfer (EFT) information.

The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g. FAR 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration), or applicable agency procedures.

EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

If an item is not included on the original invoice, a supplemental invoice shall be issued with the same number followed by alpha suffix (e.g. Invoice No. 0001/03-A). The same requirements for submittal of the original invoice apply to the supplemental invoice.

If an invoice for an item is not available prior to the ship's departure (e.g. cell phone charges, port tariff items, port dues, etc.), the item shall be listed on the invoice with the words "TO BE DETERMINED (TBD)". Once the invoice has been received and the exact amount is known, the Contractor shall issue a supplemental invoice (with all supporting documentation attached) as "FINAL" for the final payment. TBD invoices shall not be paid until a 'FINAL' invoice is submitted.

It is the Contractor's responsibility to verify with port authorities and concessionaires that there are no pending charges prior to the ship's departure. This is to avoid any possible future invoices that may be submitted for unknown services to the U.S. Government.

When preparing an invoice the term "Miscellaneous" or any similar type description should be avoided. If this is not possible and the Contractor must use the term "Miscellaneous" when submitting an invoice, the Contractor shall provide a detailed list of items purchased and item prices on the invoice.

Invoices not in compliance with these instructions are not considered to be proper invoices and may be rejected.

(b) Invoice Submission

The invoice must be submitted to the listed activities in the following order:

(1) To the ship's Supply Officer or his designated representative one day prior to its sailing date. In the event the Contractor is unable to present any invoice to the ordering ship for payment prior to the departure of the ship, the Contractor shall submit invoices and attempt to obtain payment at the ship's next port of call before the ship leaves the Region.

(2) If unsuccessful, to the Administrative Contracting Officer. In the event the Contractor is unable to present any invoice to the ordering ship prior to its departure from the Region, the invoice must be promptly submitted to the ACO assigned at the time of contract award for each region for payment through DFAS Yokota. In no case should the invoice be submitted beyond 90 days after the ship's departure from the port. The Disbursing Officer will annotate the date the invoices are received for the purpose of calculating any interest due. An exception to the 90-day limit will be given only for charges made by the port authorities or concessionaires, or the host nation authorities, including military authorities. It is the Contractor's responsibility to verify that there are no pending charges and to obtain the invoices from these authorities no later than six months after the ship's departure.

(3) Alternatively, whenever a non-Navy ordering authority orders services under the contract, the Contractor shall submit invoices and all supporting documents to that ordering activity.

(c) Payment of Invoices

Payments under this contract will be made in accordance with the clause FAR 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003).

Payment will be made after delivery and acceptance of supplies or performance and acceptance of services.

"Acceptance" means the act of an authorized representative of the Government by which the Government, for itself or as an agent of another, assumes ownership of existing identified supplies tendered or approves specific services rendered as partial or complete performance of the contract (from FAR 46.101 Definitions).

Bill payment shall be disbursed through one of the following methods, check, purchase card, submission of invoices to a Defense Finance and Accounting Command (DFAS) via regular mail or electronically through Wide Area Work Flow (WAWF).

The Contractor shall present to the ordering officer or SUPPO all pricing that is firm and finalized one-day prior to the ship's sailing or the ordering activity departure. At that time, the Contractor shall relay any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for these functions shall be the ordering officer or the ordering officer's designated representative. In addition, the Contractor shall present all documentation and invoices from other Contractors subject to provision of services under this contract.

The Contractor shall obtain a signed delivery order (DD 1155) to verify that the services were received and that charges presented in the port visit cost reporting program are correct for payment. This may be accomplished via email from the Ordering Officer or the SUPPO of the ship. The ordering officer shall pay for all supplies and services accepted during the period of performance by one of the aforementioned methods of payment.

In the absence of a delivery order, forward invoices and all documentation regarding inspection and acceptance of supplies and services by the ship's representative with appropriate accounting data to the Administrative Contracting Office.

(d) The Government will not make direct payments of VAT to the host nation nor will it withhold taxes, including VAT, from invoices for orders that are submitted to the husbanding services contractor by the Government. Payment of appropriate taxes required as part of conducting business in the specific country at which a port visit takes place are a responsibility of the husbanding services contractor. Offerors are further directed to FAR 52.229-6, Taxes-Foreign Fixed-Price Contracts (JUN 2003), which is included in the solicitation.

OC-2 Indemnity (Government Negligence Excepted)

The Contractor shall indemnify and hold the Government harmless in connection with any loss or liability from damage to or destruction of property (including Government furnished property) or from injuries to or death of persons (including the agents and employees of both parties) if such damage, destruction, injury, or death arises out of, or is caused by performance of work under this contract, unless such damage, destruction, injury, or death is caused solely by the negligence of the Government's employees, agents, or representatives. The Contractor agrees to include this clause, appropriately modified, in all subcontracts to be performed in the port areas covered under this contract in whole or in part.

OC-3 Activities Authorized to Place Orders (FLC Yokosuka)

(a) Pursuant to the clause entitled "Ordering", the following activities are authorized to place orders:

(1) Authorized ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port
(2) Any FLC Yokosuka (including sites/detachments) warranted Contracting Officer or their authorized ordering officers
(3) Authorized Military Sealift Command personnel

(4) Authorized U.S. Coast Guard ship Supply Officers

(b) Although these activities are responsible for issuing and administering any orders placed hereunder, no authority to modify any provision of this contract is granted. Any proposed deviation from contract terms must be submitted to the Contracting Officer.

(c) The Contractor shall coordinate and pass orders from the ordering activity, to include transmission via fax or email, to other contractors holding U.S. Government contracts for various supplies and services, as required. This coordination and passing orders includes all necessary actions to facilitate the acceptance of supplies or services ordered under Government contracts.

OC-4 Reserved

OC-5 Oral Orders (Indefinite Delivery Contracts)

(a) Oral orders may be placed provided the following conditions are met:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.
(2) The Contractor will furnish to the ordering officer with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date the order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.
(3) Invoices for supplies or services furnished to the ordering officer in response to oral orders will be accompanied with a document verifying receipt.
(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the contractor.

(b) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

OC-6 Cancellation of Orders

(a) Unless otherwise provided herein, in the event an order or portion of an order is cancelled prior to the number of days specified for the 'Port Minimum Order lead Time' for each lot in the Attachment 2 schedules, the U.S. Government will not be liable for any charges. For any order, or portion of an order, not cancelled prior to the number of days specified for the 'Port Minimum Order lead Time' for each lot in the Attachment 2 schedules, the Ordering activity shall be responsible for any termination costs in accordance with paragraph (h) entitled "Termination for the Government's Convenience" of the clause entitled "Contract Terms and Conditions – Commercial Items". Any disagreements shall be subject to the Disputes clause of the contract.

(b) The Contractor shall take all necessary steps to mitigate any damages or termination costs.

OC-7 Issuance of Orders

(a) Orders may be issued and confirmed orally, or by telephone, or by facsimile, or by electronic mail, or by a Logistics Requirements (LOGREQ) message or by any other means available.

(b) The LOGREQ message is not an order for non-priced items until priced by the contractor and confirmed by an authorized ordering officer. For non-priced items with extended cost less than $25,000, either the Ordering Officer or the FLC Yokosuka Contracting Officer may determine if a quoted price is fair and reasonable. For non-priced items with an extended cost greater than $25,000, only the FLC Yokosuka Contracting Officer may determine if a

quoted price is fair and reasonable. When the contractor submits its invoice for payment, the contractor shall provide evidence that the portion of the LOGREQ ordering non-priced items was confirmed by the Ordering Officer or Contracting Officer as appropriate.

(c) The Order may be passed to the contractor by any method identified in paragraph (a) above by a United States Defense Attache' Office, United States Embassy or Consulate, United States Navy Liaison Officer, a United States Navy Logistics Support Office, or by an Ordering Officer.

OC-8 Workers' Compensation Insurance (Defense Base Act) (Apr 1984)

The Contractor shall:

(a) Provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, *et seq.*) requires; and

(b) Continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

OC-9 Possible Use of Government Property

In the event that the Contractor is required to use Government property or equipment, the Contractor shall be responsible for all loss or damage to, or the destruction of, Government property or equipment in its possession. The Contractor shall not be responsible for damage due solely to normal wear and tear.

OC-10 Host Country Agreements

The HS Contractor shall not be reimbursed, paid, or otherwise compensated for any port use charges, fees, dues or similar costs at ports at which existing host country agreements exempt vessels of the United States from such charges, fees, or dues. This restriction applies regardless of whether requirements that involve such port use charges, fees, or dues, such as requirements for dockage and wharfage space or fleet landing space, are ordered under a specific contract line item or through the contract's provisions for ordering otherwise unspecified supplies and services. See additional information at Attachment (19).

Notwithstanding the paragraph above, the contracting officer or an authorized government official may direct the Husbanding Service Contractor to request that the appropriate local authority provide items from which an agreement exempts payment by vessels of the United States such as Dockage and Wharfage space or Fleet Landing space at a port for the U.S. Government's use at no cost to the U.S. Government. If the Husbanding Service Contractor receives a response that the requested Dockage and Wharfage space or Fleet Landing space is available for use by the U.S. Government at no cost to the U.S. Government, the Husbanding Service Contractor shall reserve or otherwise arrange for use of the space and notify the contracting officer or authorized government official that directed the Husbanding Service Contractor to submit the request. If the Husbanding Service Contractor receives a negative response from the cognizant authority, thereby indicating that there is a cost or expense associated with use of the space by the U.S. Government, the Husbanding Service Contractor shall notify the contracting officer or authorized government official that directed the Husbanding Service Contractor to submit the request. The Husbanding Service Contractor shall perform and be compensated for the tasks included in this paragraph as part of its responsibilities under the Management Services LINE ITEM.

OC-11 Ordering

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award to the final day of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) Deleted

(d) Items marked as 'TBD' or 'PT' are items whose price cannot be determined in advance and/or depend on the level of usage. Prices for these items cannot, therefore, be pre-priced. PT items will be reimbursed at cost to the husbanding service provider without additional markup. Pricing for all items not pre-priced, other than PT items, shall be arranged using the Online Pricing Application terms described in Attachment 8.

(e) The contractor shall perform all orders that are issued prior to the number of days specified for the 'Port Minimum Order lead Time' for the corresponding lot in the Attachment 2 schedules before the start of the port visit. If orders are issued that provide less than the number of days specified for the 'Port Minimum Order Lead Time' for the corresponding lot in the Attachment 2 schedules before the start of the port visit, the contractor shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

ATTACHMENTS

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ATTACHMENT 1

SHIP TYPES
U.S. NAVY AND COAST GUARD SHIPS
LISTED BY SCHEDULE PRICING CLASSES

Class I	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
SSBN 726-743	36(11)	560(171)	42(10)	18,750	155
SSN 21-22	35(11)	353(107)	40(12)	9,297	133
SSN 642	32(10)	425(130)	33(10)	8,382	120
SSN 683, 686	29(9)	300(91)	32(10)	4,715	107
SSN 688, 690, 691, 698-701,705-711, 713-725, 750-773	32(10)	360(110)	33(10)	7,011	129

Class I	Draft	Length	Beam	Disp.	Maximum
U.S. Coast Guard	ft(mt)	ft(mt)	ft(mt)	tons	Crew
WAGB-10-11	28	399	84	13,194	139
WHEC 715-725		378	43	3,250	167
WIX 327		295			200

CLASS I	Draft	Length	Beam	Disp.	Maximum
	ft(mt)	ft(mt)	ft(mt)	tons	Crew
T-ATF	16(5)	196(60)	39(12)	1,675	24
ATS	15(5)	283(86)	50(15)	3,117	102

Class IA	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
AGSS 555		152		861	27
PC 2-13	8	170	25	334	28
PC 14	9	179	25	387	28

Class IA	Draft	Length	Beam	Disp.	Maximum
U.S. Coast Guard	ft(mt)	ft(mt)	ft(mt)	tons	Crew
WLM 551-564	8	175	36	845	18
WLM 540		133			24
WPB 1301-1349		110	21	154	16
WPB 87301-87319		87	20		10
WPB 82312, 82333, 82336, 82338-82339, 82342-82344, 82347, 82349, 82352-82353, 82355-82356, 82358, 82360, 82366, 82368, 82372, 82374-82375		82	17	68	10

Class IB	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
ARS 50-53	17(5)	225(69)	51(16)	3,335	100
MCM 1-14	12(4)	224(68)	39(12)	1,333	84
MHC 51-62	10(3)	188 (57)	36(11)	907	51

Class IB	Draft	Length	Beam	Disp.	Maximum
U.S. Coast Guard	ft(mt)	ft(mt)	ft(mt)	tons	Crew
WMEC 901-913		270			100
WLB 201-205	13	225	46	2,000	40
WMEC 615-630		210	34	1,000	75
WLB 277, 290-291, 297, 301-302, 306-309, 388-389, 392, 394, 395, 397, 401-402, 404-407	13	180	37	1,025	49

Class II	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
CG 47-73	31(10)	567(173)	55(17)	9,754	364
DD 963-973, 975, 977, 978, 980-982, 985, 987-989, 991, 992, 997	29(9)	563(172)	55(17)	10,059	382
DDG 51-78	33(10)	466(142)	59(18)	8,433	323
FFG 8, 9, 12-15, 19, 28, 29, 32, 33, 36-43, 45-61	25(8)	445(134)	45(14)	4,166	300

Class II	**DRAFT FT(MT)**	**LENGTH FT(MT)**	**BEAM FT(MT)**	**DISPLACEMENT TONS**	**MAXIMUM CREW**
AE 21-25	29(9)	512(156)	72(22)	17,500	316
T-AE 26-35	26(8)	564(172)	81(25)	20,500	225
TAF	29(9)	502(153)	72(22)	15,540	200
T-AFS	24(7)	581(177)	79(24)	16,500	225
AO	35(11)	640(195)	86(26)	40,000	300
TAO	35(11)	640(195)	86(26)	40,000	150
AOR	33(10)	659(201)	96(29)	38,100	345

Class III	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
AGF 3	23(7)	522	84(26)	13,634	665
AGF 11	23(7)	569	84(26)	16,405	1,353
AOE 1-4, 6-8, 10	39(12)	793(238)	107(32)	53,850	600
AS 39-40	29(9)	644(193)	85(26)	23,870	1,363
LCC 19-20	27(8)	634(190)	108(32)	19,177	842
LPD 4-10, 12-15	23(7)	570(171)	84(26)	17,273	1,320
LSD 36, 38, 39	19(6)	553(169)	85(26)	14,225	688
LSD 41-48	20(6)	609(186)	84(26)	16,195	515
LSD 49-52	20(6)	609(186)	84(26)	16,977	925

Class IV	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
LHA 1-5	26(8)	820(250)	106(32)	40,032	2,664
LHD 1-6	27(8)	844(254)	106(32)	41,150	3,002
MCS 12	32(10)	602(184)	84(26)	19,915	1,443

Class V	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
CV 63-64	37(11)	1,063(324)	130(40)	82,097	5,630
CVN 65	39(12)	1,101(336)	133(41)	91,038	5,830
CVN 67	37(11)	1,052(316)	130(40)	83,316	5,597
CVN 68-75	39(12)	1,092(333)	134(41)	98,557	5,680

Attachment 2 – Schedules (See separate attached regional spreadsheets)

Attachment 3 – Historical Port Visit Data (See attached historical data files)

Attachment 4 - PAST PERFORMANCE MATRIX

A. CONTRACT NO. AND TYPE	B. CUSTOMER	C. DESCRIPTION OF SERVICE AND PERIOD OF PERFORMANCE	D. DOLLAR VALUE OF CONTRACT	E. DESCRIBE RELEVANCE OF THE CONTRACT TO THE PROPOSED CONTRACT	F. IDENTIFY ANY QUALITY, DELIVERY OR COST PROBLEMS IN PERFORMING THE CONTRACT. DESCRIBE CORRECTIVE ACTION AND ITS EFFECTIVENESS

NOTE: Additional pages may be used, but needs to follow the format of this form.

Attachment 5 - PAST PERFORMANCE
REFERENCE INFORMATION SHEET

THE FOLLOWING ADDITIONAL INFORMATION SHALL BE PROVIDED FOR AT LEAST THREE (NOT MORE THAN FIVE) CONTRACTS LISTED ON THE PAST PERFORMANCE MATRIX.

1. CONTRACT NO:
2. NAME AND ADDRESS OF THE CUSTOMER FOR WHICH THE CONTRACT WAS PERFORMED
3. NAME OF CUSTOMER'S POINT(S) OF CONTACT WITH DIRECT KNOWLEDGE OF THE CONTRACT
4. COMPLETE TELEPHONE NUMBER(S) (WITH COUNTRY AND CITY CODE)
5. FAX NUMBER (WITH COUNTRY AND CITY CODE)
6. INTERNET E-MAIL ADDRESS

Note to Offerors: Ensure that phone/Fax/E-Mail numbers that you provide are/have been called and verified by your company prior to sending and that they are <u>legible</u>. Please bear in mind that faxing handwritten numbers often blurs them.

<u>Attachment 6 – PWS (See PWS section of contract above)</u>

Attachment 7 - Performance Work Statement (PWS) for Force Protection

CLIN XX12 - FORCE PROTECTION SERVICES AND SUPPLIES

(a) Only the ship's Commanding Officer, the ship's Supply Officer, or the FLC Yokosuka Contracting Officer is authorized to order Force Protection (FP) services under this contract. If any other activity or individual attempts to order FP services (e.g., NCIS, DAO, etc), the Husbanding Service (HS) Contractor is required to immediately inform the ship and receive a proper order prior to beginning performance of these services.

(b) The HS Contractor is responsible for providing or coordinating listed FP services as part of their Husbanding Services under Lot Line Item XX01 and XX02. The HS Contractor shall develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HS Contractor must coordinate all aspects of FP planning and services with Port Authorities, host nation agencies, and U.S. Embassy security staff. If the host nation is supplying FP assets the HS Contractor must verify they are available and are scheduled to show up on time.

(c) The HS Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer. The HS Contractor shall not add any requirements without prior approval.

(d) The HS Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FLC Yokosuka Contracting Officer. The HS Contractor must explain what the added FP service will include and why it has been requested. The FLC Yokosuka Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HS Contractor will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

(e) FP is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, having the objective of improving security to personnel and ships while in port. FP services or supplies may be provided by the host nation at no cost or may be billed at the public tariff rate. The HS Contractor is required to verify what services will be provided by the host nation. For the services that cannot be provided by the host nation, the HS Contractor is required to arrange these services by obtaining them from commercial sources at the prices indicated in the pricing schedule.

(f) The HS Contractor shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HS Contractor's written policy shall describe the required measures to protect ship schedule information.

(g) The HS Contractor shall provide as many services identified below as ordered by the ship or FLC Yokosuka Contracting Officer. These services do not include other related services not listed, but may be required and separately ordered to attain a higher level of security in a port.

(h) Personnel providing force protection services must be responsive to instructions from the ship. This does not authorize force protection personnel to violate any local regulations, any Port Authority ordinances, or local decrees. The equipment and material used for the force protection services will be inspected by the ship's force to ascertain that they meet force protection requirements.

(i) Access Points: The HS Contractor shall establish a single entry and exit point to the pier area.

(j) Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

(k) Personnel Identification: The HS Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

(l) Background Checks: The HS Contractor shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations. The HS Contractor shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers. The HS Contractor shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The HS Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing. In addition, the HS Contractor will be required to provide vetting services for third party contractors such as DESC contractors.

(m) Access Lists: The HS Contractor shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

(n) Inspections: The HS Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

(o) Stand-Off Distances:

Objects: To the maximum extent practicable the HS Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

Unloading Zones: To the maximum extent practicable the HS Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship.

Warning Signs: The HS Contractor shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

Sign Specifications:
- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area, Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

(p) The unit price for force protection services shall include all costs associated with providing transportation, mobilization/installation and demobilization/de-installation, or arranging the requested services below unless the

transportation, mobilization/installation and demobilization/de-installation is identified as a separate Lot Line item number. The HS Contractor's invoice shall set forth the unit of issue identified for each service, total quantity ordered for each service, unit price, and the total price.

(q) The force protection services that the ships may order are:

(1) Jersey-type security barriers and CONEX box barriers capable of stopping a vehicle (automobile). (Price per meter per day)

(i) Concrete barriers
(ii) Water filled barriers (completely filled with water). Price must include water.
(iii) CONEX box barriers.

Mobilization, installation and demobilization will be billed under a separate contract line item number.

The HS Contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used as well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zigzag patterns to control the speed of access.

A personnel entry point must be established through the barriers. Barriers may also be used to seal off secondary Port gates. All barriers must be placed prior to a ship's arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

(2) Armed or unarmed security guard to control vehicle and personnel access to pier. (Price per guard per hour) Must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival.

The HS Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas. The HS Contractor shall comply with Attachment 14 for security guard operations.

Sub Lot Line Item XX12AB shall not be ordered where private, armed security guards are contrary to host nation law or regulation. In such cases, sub lot line item XX12AC, XX12AD, or XX12AE shall be substituted and the Ordering Activity notified at the time of the order.

(3) Floating Line of Demarcation (FLD) at pierside, equipped with anchors and lighting (for night visibility). (Price per meter per day) The floating FLD must be anchored at least 30 meters from ship. Oil booms are acceptable. Mobilization, installation and demobilization will be billed under a separate contract line item number.

The HS Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers but is to help identify a safe standoff zone. The HS Contractor shall comply with the specification of the FLD in Attachment 12.

(4) Unarmed and manned picket boat or waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities. Continuous coverage is required for the period of performance ordered by the ship or by the Contracting Officer. (Price per patrol craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

The HS Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone. The HS Contractor shall comply with Attachment 13 for picket boat operations and specifications.

(5) Unarmed and manned motorized patrol craft, approximately 5-10 meters in length, with own radio to communicate with ship and local authorities, to escort ship from pilot pickup point to mooring location. (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(6) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities, on call (available within 15 minutes). (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(7) Tire-shredding strips, equipped with metal spikes, to be placed across the entry to pier access. (Price per one strip per day) The strips shall be capable of disabling a vehicle, which drives over the strips in the wrong direction. Strips shall be at least one meter in length.

(8) Metal pedestrian-control fences (perimeter fences). (Price per 2x2 meters fence per day) The fences shall be at least two (2) meters high, two (2) meters wide, and sturdy enough to withstand wind and other inclement weather.

The HS Contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the HS Contractor will provide portable chain link fencing with vehicle and walk up entrances.

The perimeter fence provided by the HS Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved
Entry Point: Entry available for vehicles and personnel.

(9) Portable fluorescent lighting capable of illuminating 300 meters by 100-meter area. (Price per portable unit per day) The HS Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port's installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

(10) Weather resistant guard shacks, capable of holding at least two persons. Guard shack shall be enclosed, and shall have, at a minimum, one door and one window. (Price per unit per day)

(11) Hand held metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(12) Walk-through metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(13) Trained metal detector operators. (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(14) Hand held explosives detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(15) Walk-through explosive detector, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(16) Trained explosives detector operators. (Price per hour per operator) Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(17) X-ray baggage scanning machines, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(18) Trained X-ray baggage scanning operators. (Price per hour per operator) Operators shall search host national baggage. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities. Equipment shall be manned by professionally trained operator to operate the equipment 24 hours a day.

(19) Explosives disposal-trained diving services capable of inspecting pier before ship arrival. Must have obtained all applicable licenses and/or certifications from host nation prior to diving. (Price per hour)

(20) Battery operated bullhorns, new batteries included. (Price per unit per day)

(21) Sturdy tables with dimensions of at least two (2) meters long and one (1) meter wide, with four folding chairs. (Price per unit per day)

(22) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and open on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(23) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and closed on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(24) 800 MHz radios. Must be in excellent condition, and battery operated, with batteries included. (Price per unit per day).

(25) The HS Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ship's personnel while performing security checks on personnel, baggage, and vehicles. The office or tent will be large enough to accommodate a minimum of five (5) people. The tents shall

have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The HS Contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 LB, CO2 fire extinguisher shall be provided and kept fully charged. (Price per unit per day)

(26) The HS Contractor shall provide two-way radio sets capable of communicating with the ship, picket boats and to the shore patrol designated individuals. (Price per set per day)

(27) The HS Contractor shall provide an under carriage vehicle scanner to scan vehicle undercarriages. (Price per unit per day)

(28) Dive and Vetting: The HS Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities. The pier will be vetted prior to the ship's arrival. To the maximum extent practicable the HS Contractor shall inspect all watercraft at least 400 feet (125 meters) from the ship. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel. The HS Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in picket boats. (Per team per hour, minimum four (4) hours)

Attachment 8 - Performance Work Statement (PWS) for Cost Reporting

LINE ITEM XX32AA – COST REPORTING

A. Pre-arrival Cost Estimate Report

(1) The Contractor shall prepare an Initial Cost Estimate Report (referred to in this solicitation as the 'pre-arrival cost estimate') in response to all orders issued to the Contractor by any method identified under "ISSUANCE OF ORDER" in Contract Terms and Conditions – Commercial Items. The orders will be provided to the Contractor by ships, activities and individuals identified in the contract. The Initial Cost Estimate will include estimated prices for all items ordered. It will not be sufficient to simply state that the estimated price is "per contract" or "per Port Tariff".

(2) The Contractor shall send the Initial Cost Estimate Report by email to the requiring customers authorized to use this contract and to the and to the email address specified at the time of contract award for each region within **48 hours** after receipt of the LOGREQ/order. In the situation where the Contractor receives the logreq with less than two working days prior to the arrival of the ship, the Contractor shall make every effort possible to provide the cost estimate prior to the ship's arrival, but in no case, more than 48 hours after receipt of the LOGREQ.

(3) Any changes to an Initial Cost Estimate Report shall be forwarded by email to the requiring customers authorized to use this contract and to the email address specified at the time of contract award for each region .

(4) These estimates shall be provided to any other requiring customers authorized to use this contract based on the customer's request.

(5) In addition to the initial cost estimate, the Contractor shall provide any additional information and respond to the activity authorized to act on behalf of the ship, such as the Port Services office or the DAO.

B. LogSSR Reporting

The Contractor shall fully participate in the use of the Logistics Support Services Repository (LogSSR) web-based system. LogSSR replaces all previously used reporting processes such as legacy web-based systems like Cost Reporting and Forecasting Tool (CRAFT).

Upon award, the Contractor shall utilize the LogSSR to submit all reports and documentation related to the ship's visit. LogSSR can be accessed through the NAVSUP One Supply website at https://www.navsup.navy.mil/onesupply, redirected through www.navsup.navy.mil/logssr or directly at the official website of https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(1) LogSSR access and input.

(a) At the start of the contract period of performance, the Contractor shall enter the final itemized port cost information directly into the LogSSR database (Actual Cost Report) and email all corresponding documentation (Initial Cost Estimate Report, final invoices, and supporting documentation required by the contract). External Certification Authority Public Key Infrastructure (ECA PKI) is not required for entry, but no access to the contractor's information is accessible unless obtaining an ECA PKI.

(b) Contractors can obtain access to their submissions by obtaining an ECA PKI per the NAVSUP One Supply guidelines and requesting access through the website. Information can be obtained through the LogSSR website at https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(2) LogSSR functionality.

(a) This system is designed to gather all reports and documentation related to the ship's visit, beginning with the Initial Cost Estimate (referred to in this solicitation as the 'pre-arrival cost estimate') to the Actual Cost Report. All supporting documentation will be submitted by email to navsup_hq_logssr@navy.mil in PDF format (Adobe Acrobat) when the port visit information is entered into LogSSR. Although the pre-arrival cost estimate is a separate reporting requirement, a copy of this report shall also be submitted as part of the Actual Cost Report documentation described in paragraph (b) below. The Documentation is discussed below:

(b) Actual Cost Report:

(1) The Contractor shall create the Actual Cost Report in the LogSSR website directly, **within seven calendar days from completion of the ship's visit** . The contractor shall also send a copy of the order (i.e. SF 1155 or 1449), a copy of any Initial Cost Estimates, a copy of the logreq, and all the contractor's invoices and supporting documentation required by the contract as PDF files to theLogSSR email address of **navsup_hq_logssr@navy.mil** and to the email address specified at the time of contract award for each region concurrent with the creation of the Actual Cost Report in LogSSR.. The Contractor shall identify the line items as actual or estimated. This option is for those line items where the Contractor has not received the actual invoice before the ship leaves port, i.e. telephone bills. The Contractor shall include all port costs paid by each ship for which the Contractor provides husbanding services. The term "port costs" includes all supplies or services identified in the section of the contract titled, SUPPLIES/SERVICES AND PRICES, supplies or services furnished under another FLC contract, and any other charge paid by the ship during the port visit.

(2) For ships that do not have payment capabilities, the Contractor shall send the signed

DD Form 1155, invoices and the additional documents required clearly indicating that a payment is pending to the and to the email address specified at the time of contract award for each region and to the LogSSR email address of **navsup_hq_logssr@navy.mil.**

(3) Any changes to an Actual Cost Report (i.e. finalize the charges made on an estimated amount) shall be forwarded by e-mail to and to the email address specified at the time of contract award for each region and to **navsup_hq_logssr@navy.mil** email account as PDF file within seven calendar days of the change. The FLC Yokosuka contracting office will update changes to the LogSSR.

(4) The Actual Cost Report and supporting documentation will be visible in the LogSSR website by the government personnel with validation authority. Final reports of an HSP representative can be accessed through the website only by obtaining an ECA PKI that will provide access only to the HSP's submitted information.

NOTE: Before submission of reports or any other data to the FLC Contracting Office via electronic transmission or any other data media, the Contractor shall scan all documents with current anti-virus software to ensure computer virus free transmission. The LogSSR server scans all reports for computer viruses before inclusion in the databases. Any reports received containing computer viruses will be immediately returned to the Contractor.

LINE ITEM XX32AB – ONLINE PRICING APPLICATION

Online Pricing Application. The contractor is responsible for providing an On-Line Pricing Application to assist the Government in the estimating, tracking, forecasting and reporting of maritime husbanding support non-priced services. The On-Line Pricing Application will assist the Ordering Officer or Contracting Officer with requests for non-priced supplies and services. The online pricing application is the technology that implements the process for review and approval of non-priced item purchases. Therefore, the technology used to implement the non-priced item pricing process must be both reliable and accurate. The On-Line Pricing Application will also allow the Ordering Officer or Contracting Officer to review and approve the offered price for the non-priced item before the contractor provides the supply or service. The contractor will be required to upload accurate pricing data for all non-priced items requested or made available to the users of the contract where pre-priced items do not meet user requirements. The contractor shall not provide any non-priced supplies or services other than PT or NSP items unless they have been approved in accordance with paragraph (iii) below. All non-priced items requested or ordered under this contract shall be reported in the On-Line
Pricing Application. The On-Line Pricing Application is separate from the contract requirements for reporting pricing and costs in LogSSR.

The Contractor shall provide a web-based secure access to their program via secure user login and password no later than the beginning of the contracts period of performance. This program may be developed by the Contractor or procured as a commercial item. The program shall allow multiple simultaneous users to access the tool. Access shall be coordinated through the FLC Yokosuka Contracting Officer in order to limit access. Only authorized users will have access to the program. A common secured access shall be made available to the Fleet in order to allow access to all Ordering Officers in a particular area of operation. Any reports downloaded from the program are property of the U.S. Government and data rights are considered unilateral for the Navy portal into the program. All reports shall be downloaded into Microsoft Excel format. This application should be available for use through a web-based application without installing additional software onto Government computers. The HS Contractor's program should allow a computer with the following minimum configuration to access their system:

- Intel 2.8 GHz Pentium 4 processor
- a DVD Read Only and CD writable drive
- a 3.5 inch floppy
- SoundMAX Integrated Digital Audio with external speakers
- 1 Gigabyte of Memory and expandable to 4 Gigabytes
- 80 GB Hard Drive
- Windows 2000
- MS Office 2003 Pro with Word, Excel, Access, Ppoint, Outlook, Infopath
- Smartcard Reader Keyboard
- Wired Network Card

Note 1: The online pricing application requires internet access but is not a Navy IT system. Security of the HSP's data within the online pricing application is the responsibility of the HSP. All data in the online pricing application should be unclassified data.

Note 2: All reports provided under lot line item XX32 are not separately priced (NSP). Costs for submitting required reports under this lot line item should be included in the husbanding services fee. Separate cost reimbursement for development or purchase of the application is not authorized.

Note 3: The HS contractor shall provide a secure user login and password for all authorized Government users no later than the beginning of the contract's period of performance. A list of required government users will be provided at the time of contract award. If new Government user requirements become known to the Government after the initial list is provided to the HS contractor, the HS Contractor shall add new users and provide login and password within seven days of receipt of the request.

Note 4: Common secured access shall be provided to Ordering Officers and Fleet representatives for all port visit data. Any authorized Government user should have access to all historical data and pricing information.

At a minimum, the online pricing application must perform the following functions:

(i) Non-priced Item Cost Reporting:

(1) The Contractor shall maintain 'real-time' pricing data for all non-priced items ordered in all ports for which the Contractor provides husbanding services.

(2) The Contractor shall input and keep updated the programs' 'real-time' pricing via the Internet, using the online pricing application. The Contractor shall update this report at least once per day of performance between the hours of 0700 and 2300 while ship is in port until the completion of the ship's visit.

(ii) Final Price Report:

(1) A summary disbursement account must be itemized in detail, with the appropriate price shown against each item in a format similar to Attachment 2 within forty eight (48 hours) after a ship leaves port. Alternatively, it is acceptable for the Contractor to scan and attach suppliers' invoices to the online pricing application's disbursement account where this facilitates the process. The Contractor will in any event be required to retain all pricing data and invoices relating to non-priced items for review, future visit reference, and official audit purposes. These final reports may be provided to other ships or ordering activities visiting ports covered by the contract.

(iii) Non-priced Item Review Process

In accordance with Paragraph 3(o) of the performance work statement the HS shall develop and implement a process by which it will input the documentation and arrangements for non-priced lot line items into the "Online Pricing Application". The contractor shall mirror the competitive process found in the FAR/DFARS (Parts 13/15). For the purpose of evaluation and analysis, the HS Contractor shall provide the results (contractor written quotations) of competing the requirement with at least two commercial contractors, or provide catalog prices lists or tariff schedules with the contractor catalog or tariff schedule that confirms the stated prices are valid from that source, or provide invoices from previous commercial purchases other than the Navy. The HS Contractor is not precluded from adding an allowance for profit and/or an allowance for its administrative costs to acquire the non-priced items to the reported prices from suppliers. Such additions will also be shown in the Online Pricing Application. The HS contractor shall input the information into the Online Pricing Application for the review and approval of the authorized Ordering Officer or FLC Yokosuka Contracting Officer prior to arranging for the non-priced item. For non-priced items with an extended price of less than $25,000, either the Ordering Officer or the FLC Yokosuka Contracting Officer may determine if a quoted price is fair and reasonable prior to an order being issued for the non-priced item. For non-priced items with an extended price greater than $25,000, only the FLC Yokosuka Contracting Officer may determine if a quoted price is fair and reasonable. All purchases of non-priced items other than port tariff items must be documented using the online pricing application. Items with an extended price <$25,000 will be reviewed and validated by the FLC Yokosuka Contracting Officer, but may be provided to the Ordering Activity at any time after a price is agreed upon by either the Ordering Officer or FLC Yokosuka Contracting Officer. Items with an extended price >$25,000 may not be provided or mobilized until the FLC Yokosuka Contracting Officer has agreed to the price and confirmed the price using the online pricing application. Using this process, all products and services arranged on behalf of the Ordering Officer shall be billed and reported under LOT Line Item XX43, Incidentals. The process will be monitored and evaluated using Attachment 10, Quality Assurance Surveillance Plan.

NOTES:

1. “All data obtained by the Government through the use of the contractor’s online pricing application during the course of the contract is for the Government’s use and shall be treated as ‘limited rights’ as described in DFAR 252.227-7013(13) after the contract expires”.

2. Failure to provide required reports in a timely manner as outlined in the PWS will result in penalties as outlined in Attachment (10) Quality Assurance Surveillance Plan.

Attachment 9 - Performance Work Statement (PWS) for Operations Other Than War (OOTW) Support

A. INTRODUCTION

(a) OOTW Support shall by rendered by or supervised directly by individuals fully qualified and licensed in the relevant profession, trade, or field. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses, and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety environmental and health precautions are taken to protect the work, the workers, the public, and the property of others.

(b) Operations Other Than War (OOTW) refers to a "Contingency operation" as that term is defined in FAR 2.101 and includes emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. For the purpose of this contract, OOTW support will be "First Responder" support for U.S. Navy or other forces authorized to order under this contract and will generally be limited to the initial support for a contingency operation lasting no more than thirty (30) days. In addition, it is anticipated that the estimated cost of supplies and services that may be ordered under this Line item during a single 'contingency operation' will not exceed $1,000,000. The supplies and services necessary to support these type of contingencies will include but be not limited to potable water, blankets, tents, transportation, interpreters, drivers, construction materials, medical supplies, trucking support and other logistics support necessary to support the first responder teams.

(c) In addition to rescue and humanitarian relief missions, contingency operations can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property. For purposes of this contract, it also includes Non-combatant Evacuation Operations (NEO's), or an unplanned, real world deployment of troops for an period of time not to exceed thirty (30) days. The provisions of FAR part 18, Emergency Acquisitions (effective 5 July 2006), apply in full to the OOTW requirements of this contract.

B. ORDERING AND PRICING

(a) Lot Line Items XX40AA and XX40AB are used to order Management Services in support of Operations Other Than War.

(b) Recognizing that the specific Management Services that may be required will likely vary depending on the particulars of the individual Operation Other Than War, the Lot Line Items are priced on a per person/per day basis. All orders for specific supplies or services shall be ordered under Lot Line Item XX43, Incidentals and shall be arranged using the online pricing application described in Attachment 8. The $1,000,000 maximum dollar limit per OOTW contingency replaces the $50,000 maximum dollar limit that otherwise applies to Lot Line Item XX43. The management services ordered under Lot Line ItemXX43 are separate from the specific services outlined below.

(c) Management Services in support of an Operation Other Than War in all situations will be ordered under Management Services Lot Line Item XX40.

(d) (Deleted)

(e) At the time the Government orders services under the Lot Line items it will provide the Contractor a detailed list of tasks that the Contractor shall perform. The tasks shall be within the scope of the tasks further described below. The Contractor shall use its best efforts to fully perform the set of tasks within the limitation of the number of persons/number of days of service ordered by the Government.

(f) The Contractor shall promptly notify the Government if it believes that it will be unable to fully perform the specified tasks because the Government has not ordered sufficient services under these Lot Line Items.

(g) The Contractor shall furnish personnel who are familiar with the manner in which the U.S. Navy operates, speak the local language that is normally used at the site of the OOTW, and speak and read English. The Contractor shall ensure that the personnel provided under these Lot Line Items arrive at the OOTW site by the date and time specified in the order. The First Day and Subsequent Day Management Fee rates shall include any costs for the Contractor employees to travel to and from the OOTW site, and the costs of food and lodging for the Contractor while at the OOTW site. Contractor employees will not normally be provided meals or lodging at U.S. Government expense nor will they typically be entitled to Government-furnished lodging and meals on a reimbursable basis.

(h) The Contractor shall have a network familiar with the different political and commercial infrastructures, cultural and lingual background, and business practices either throughout the Region or in each country covered by the contract. In order to assist the Navy's response to OOTW, the Contractor shall furnish personnel with the following qualifications:

(i) Ability to speak the local language in the country where OOTW is being conducted
(ii) Capacity to travel to the OOTW or forward logistic site within 24 hours of notification
(iii) Current inoculation records
(iv) Possess a valid up-to-date passport

(i) For each increment of one person for one day that the Government orders, the Contractor shall provide one qualified employee to work on tasks identified at the time the order is issued for a period of at least 12 hours per day. The Contractor employee will perform those tasks at the OOTW site. The Contractor shall provide the Government a point of contact for questions and issues that arise in connection with the tasks identified at the time the order is issued who can be contacted during the portion of the 24-hour day that the Contractor's employee is not at the OOTW site.

(j) These are not personal services. Contractor employees performing services under these Lot Line Items will perform the tasks identified by the Government at the time the order is issued. The Contractor employees performing the services are under the supervision and direction of the Contractor. Should the Government have concerns with the manner in which the tasks are being performed or have a need to modify the tasks, it shall contact the Contractor.

(k) Services that may be required under this Lot Line Items include, but are not limited to, providing interpreter support, providing expertise on locally-sensitive cultural issues, liaison with local political and police authorities, and providing technical assistance in acquiring necessary supplies and services.

(l) The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government Contracting Officer shall place the order. As with the Management Services Lot Line Items for Husbanding Services, the Government may also direct the Contractor to acquire necessary supplies and services in accordance with Lot Line Item XX43, Incidentals as outlined in the Husbanding Services PWS. All supplies and services ordered in support of OOTW contingencies shall be arranged and reported using the online pricing application described in Attachment 8.

(m) If an operation is not associated with a ship, or if the Contractor's services are required inland (i.e., more than 100 Km from the nearest port), OOTW fees under this Lot Line Item will apply. If the service is provided in a port vicinity (within 100Km of the port) and the requirement is received from the ship or a contingent on the ship, the Contractor's husbanding fees under Lot Line Item XX01 and Lot Line Item XX02 shall apply.

(n) Management Services for Operations Other than War (OOTW) Lot Line Item . When supplies or services are ordered under the Operations Other than War (OOTW) Lot Line Item , the Government will clearly identify the days

during the performance period for which it is ordering Management Services. Because of the range of situations under which the Government may order supplies and services under the OOTW Lot Line Items, there is less certainty that the Government will order Management Services for each day of an Operation Other Than War than when the Government orders husbanding services. The Contractor is not required to provide any services described under the OOTW Management Services Lot Line Items on those days for which services are not ordered. Regardless of whether Management Services are ordered for a particular day, the Contractor shall still provide a point of contact to address Government concerns about supplies or services to be delivered on that day. Assistance by the Contractor in providing status and/or rescheduling deliveries will not in itself constitute an order for Management Services.

(o) If an advance party arrives in a country for OOTW and requires services under these Lot Line Items prior to the start of the OOTW event, the Contractor shall be compensated for the services provided at the subsequent day rates for these Lot Line Items. The Contractor is not required to provide any services to an advance party under these OOTW Lot Line Items without first receiving an order for such services. The Contractor may be required to support multiple operations at the same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the HS Contractor's services are ordered.

(p) The Contractor's POC for Husbanding Services, or an alternative designated in writing to the Contracting Officer, shall be available (either in person or by telephone) twenty-four (24) hours a day, seven days a week, during the time frame of the OOTW operation. The POC or the alternative shall assist the on-site Government representative in fulfilling OOTW logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements.

(q) If an advance party arrives in a country for OOTW, the Contractor shall bill at the OOTW subsequent day rate. If the operation is on going, the Contractor shall bill the OOTW first day rate and then subsequent days. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the Contractor's services are ordered.

(r) The Navy may require identification of potential sources and/or delivery for supplies and services such as:

Bottled potable water, portable latrines and services, floodlights, billeting services (hotel/motel rooms, services), meal services, tents, shower trailer and related services, refuse collection services, laundry and dry-cleaning services, forklifts, clothing, construction material, parts for vehicles, air conditioners, refrigerators, cell phones, IT equipment, repair parts, medical supplies, generators, commercial vehicles, pest extermination services, plumbing services, fuel, expediting or delivery services, MWR support, mortuary services, cultural awareness training, dietician support, translators, office supplies, boat ramps, pier/wharf/pontoon space, security fencing, security services, light trees, and Internet services (e.g., WI-FI services).

(s) In addition, the Navy may require either the identification of potential sources or delivery of any other types of supplies/services that will be unique and specific to the OOTW situation involved. Due to the unique nature of OOTW situations the range and depth of requirements will potentially be extensive. Normally, the Contractor shall not be required to perform until the Contracting Officer issues an IDIQ order for additional OOTW support.

(t) In very unique time sensitive situations the Contractor may be tasked to source and provide a large variety of supplies and services on a very compressed delivery schedule in support of large scale operations like NEOs, etc or other real world events.

C. SUPPLIES AND SERVICES

The items listed below are examples of what may be ordered under the OOTW portion of this contract. Prior to ordering OOTW supplies or services, a warranted Contracting Officer authorized to place orders under the contract will review any descriptions or statements of work to ensure they adequately describe the Government's needs and all terms and conditions are properly defined.

1. BOTTLED POTABLE WATER

The Contractor shall provide for the procurement and delivery of potable water to a specified site(s). The Contractor shall provide for the furnishing of fresh, potable water in 1.5 liter-sized bottles. Potable Water is defined as fresh drinking water of a quality not less than that prescribed in:

(a) Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See Attachment #18.

(b) Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

EXAMPLE OF GENERAL PRICING FORMAT FOR POTABLE WATER:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
XXXX	Bottled Potable Water (1.5 liter)	bottle	_____	$_____	$_____

2. PORTABLE LATRINES & SERVICES

(a) PORTABLE LATRINES (Specifications) - The services to be rendered consist of the rental of latrines (toilets), all labor, transportation, delivery, pick-up, dismantling, repair and maintenance, tools, materials, supervision and servicing of latrines.

(1) The Contractor will provide portable, chemical latrines (one seat) that are of the standard commercial-type, a single cabin unit in the approximate size of 1.25 m (wide) x 1.25 m (deep) x 2.0 m (tall). The cabin is to be equipped with a hand cleaning agent (dispenser) if available, a urinal, a holding tank (minimum capacity of 250 Liters), one toilet paper holder, a clothing hook, ventilation outlet, a lockable door, and a translucent roof.

(2) The Contractor will provide all labor, material, transportation and equipment required for the delivery and installation of the latrines, emptying/servicing, removal of sludge as necessary to the appropriate sewage disposal point and the pickup of the Latrines at the expiration of the rental period. In addition. the Contractor must provide all chemical agents to include antifreeze during freezing weather.

(3) The Contractor must implement a quality assurance program that will ensure that his work and the work performed by his employees is accomplished in such a manner that is in conformance with applicable standards of the trade and is in compliance with local and federal host nation Ecology Laws and Directives. The Contractor must obtain, and hold current, all necessary permits for the operation of his service and disposal vehicles on Saturdays, Sundays and local national/US holidays.

(b) SERVICING OF LATRINES

(1) The servicing of EACH latrine must be accomplished DAILY, TO INCLUDE ALL WEEKENDS, AND LOCAL/US HOLIDAYS. Servicing will include the replenishment of all chemical agents. Each cabin interior will be completely cleaned with a disinfectant agent, and the exterior walls will be cleaned as appropriate to give a well-maintained appearance. The hand cleaning agent will be replaced as needed, and the latrine will not be allowed to be without cleaning agent or toilet paper.

(2) The cleaning/servicing will be accomplished between the hours of 0700-1900 hours daily or as otherwise directed by the Contracting Officer or a Contracting Officer Representative (COR).

(c) DELIVERY OF LATRINES

(1) The latrines will be delivered operational and ready-for-use. The Contractor will provide a document written in ENGLISH (in duplicate), which provides the user a means of inspecting the condition of the latrines. The Contractor and the US Government Representative will jointly inspect each latrine for damages (dents, scratches) and completeness. The document must be signed and dated by both the COR and the Contractor as acknowledgment that the latrines were actually delivered and in the condition described/annotated. A copy of the document will be retained by the Contractor and the COR for use during the joint Inspection that must again be conducted at the end of the rental period. Both the COR and the Contractor will sign the document to acknowledge the return of the equipment in the described/annotated condition. Reasonable wear and tear, as well as damages which are not annotated on the turn-in document will not be considered as valid if the Contractor later submits a claim against the government.

(2) When re-locations are specified in the contract, the Contractor must perform the required services as specified below:

(i) When the Contractor is notified prior to 12:00 hours, the work must be accomplished on the same day.

(ii) When the Contractor is notified after 12:00 hours, the work must be accomplished not later than 10:00 hours the following day.

EXAMPLE OF GENERAL PRICING FORMAT FOR LATRINE RENTAL/SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT OF PRICE	TOTAL
xxxx	Latrine Rental	Each/Day	___	$_____	$_____
xxxx	Servicing	Each/Day	___	$_____	$_____
xxxx	Emptying	Each/Day	___	$_____	$_____

3. FLOODLIGHTS

(a) FLOODLIGHTS (Specifications)

The services to be rendered consist of rental, delivery, set-up, maintenance and removal of floodlights to and from a specified site(s).

(1) The Contractor shall provide portable, wheel mounted, self contained lights of a commercial type that meets and/or exceeds the following specifications:

(i) The unit/s must be completely self contained, to include an on board generator capable of providing the required electrical power on a sustained basis (12 hours without interruptions). The noise-level of the generator shall not exceed 75 DBA, measured at a distance of 7 meters from the unit.

(ii) The unit/s shall be equipped with an on-board fuel tank which has a minimum fuel capacity to operate the unit for a 12 hour period without interruption.

(iii) The unit/s shall be equipped with six 1500 watt halogen lights which are to be mounted on a telescoping mast that can be adjusted from 7 to 9 meters in height. The lights are to be separately mounted on the mast and must be both horizontally and vertically adjustable to permit changes in the direction they can be aimed.

(iv) All fixtures, to include light bulbs, must be weather resistant to allow their operable use outdoors during periods of rain, wind, snow and inclement weather conditions in general.

(2) The Contractor shall provide all cables, cords and operating accessories, to include spare light bulbs (2 per light unit) , fuel and operational manuals in the English language.

(b) FLOODLIGHTS (Delivery, Maintenance & Removal)

(1) The Contractor is responsible for the delivery site placement, and an operational test of each unit. The Contractor must further ensure that the equipment and its installation meet the requirements of all applicable VDE regulations and the Trade Unions (UVV) accident prevention regulations. The unit/s will be delivered, installed and completely operational not later than 14:00 hours on the first day of the rental period.

(2) The Contractor shall provide a point of contact for "on call" maintenance and/or replacement of equipment. The point of contact must be available from 08:00 to 20:00 hours daily, to include Saturday, Sunday and all local and American holidays. In addition, the Contractor shall provide all labor, materiel and supervision required to keep the equipment in a serviceable and safe operating condition. Repair and maintenance may be performed on site, subject to coordination with the COR. If a light unit becomes inoperable, the Contractor will be notified immediately. The Contractor must respond within 6 hours after notification, to perform the required repair and maintenance services. Equipment that remains inoperable for more than a 24 hours period shall be considered not available for use and rental fees shall cease until the equipment is repaired to a fully operable condition or replaced with a serviceable unit. The pick-up and removal of inoperable equipment shall be accomplished at Contractor expense.

EXAMPLE OF GENERAL PRICING FORMAT FOR FLOODLIGHTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Floodlights	Each	___	$_____	$_____
xxxx	Set-Up	Each	___	$_____	$_____
xxxx	Rental & Maintenance	Week/Month	___	$_____	$_____
xxxx	Break-down & Removal	Each	___	$_____	$_____

4. BILLETING SERVICES—HOTEL/MOTEL ROOMS, SERVICES

(a) HOTEL/MOTEL ROOMS: The services to be rendered consist of both the rental of lodging accommodations, which are considered to be a hotel, motel or inn which provides sleeping facilities to the traveling public and various Contractor-furnished items described as follows:

(1) CONTRACTOR FURNISHED ROOMS: The Contractor shall furnish the following living spaces for single and double occupancy rooms. Each shall contain adequate living and sleeping areas. No more than two people shall be normally assigned to a room. Additional people assigned per room shall be agreed to in advance by the Contracting Officer (or his/her designated representative) and the Contractor. The following standards apply:

(i) Rooms shall be constructed and finished to provide good light and sound attenuation. All windows shall be provided with blackout lining, shades or blinds. If drapes are provided, they must screen out the light.

(ii) Sufficient electrical outlets shall be available and in good working condition.

(iii) All entrance doors to rooms shall have interior security locks, either deadbolt or double locking locks. At least one room occupant shall be provided with a room key.

(iv) Bathrooms must be constructed to provide convenient sanitary facilities. Bathrooms must contain a functioning shower and/or tub combination with a wash basin, a properly functioning toilet, and a mirror. Additionally, bathrooms should have adequate lighting and grounded electrical outlets for use of electrical razors, hair dryers etc. The shower or shower/tub combination shall have shower doors or curtains and hot and cold running water.

(v) A telephone in the room is desirable; if not available due to location, have telecommunication devices in the immediate area.

(vi) A television in the room is desirable; if not available due to location, have information as to where television is available to patrons.

(vii) Rooms shall have adequate heating and cooling capabilities.

(2) Furnishing and Equipment: Must be clean and in good repair. The following minimum furnishings are required:

Lamp --1 per desk or writing table
Adequate clothes storage drawers and closet space
Desk or writing table with chair
Trash Container
Bed

Additional desirable amenities:

Radio
Working tables and chairs
Restaurant within the facility
Refrigerators or ice machines in hallway
Chair, occasional
Alarm clock

(b) HOTEL/MOTEL SERVICES: The services rendered shall consist of the following contractor furnished services.

(1) ASSIGNMENT OF QUARTERS/ROOMS: Government personnel should not be billeted under this contract arrangement without presenting proper authorization to the Contractor. The Contractor must be adequately manned to provide a 24 hour check-in and check-out service, 7 days a week. Individuals of the same sex, designated for double room occupancy, shall be billeted in rooms with two beds. Normally, if these rooms are not available, single rooms shall be used. Any changes to this procedure will be agreed to in advance between the Contractor and the Contracting Officer (or his/her designated representative).

(2) CUSTODIAL/SANITATION SERVICES: Daily custodial services shall include, but is not limited to, room cleaning, bed making, linen change (as required), adequate quantities of soap, a minimum of four bath towels, four hand towels, sanitized drinking glasses, facial tissues, and a cloth bath mat.

(3) LINEN SERVICE: Linen service shall be provided once a week or when occupancy changes, whichever occurs first. Additional blankets shall be made available if requested by occupant. All linen and blankets shall be clean, freshly laundered, without any objectionable odors, and in good repair, free from tears, rips, holes, stains, and extensive wear. Pillows shall be at least six inches thick to provide proper support.

(4) ADDITIONAL DESIRABLE AMENITIES:

24 hour wake up service
Message service
Shuttle service

(5) COMMON USE AREAS: The Contractor shall keep all hallways, corridors, grounds, and other adjacent areas under the Contractor's control in a clean, neat and safe condition.

(6) "DO NOT DISTURB" SIGNS: All rooms shall have such signs available. Contractor's employees shall understand and respect them when displayed.

(7) LAUNDRY DROP OFF/PICK UP: Contractor shall provide required laundry service as agreed to in a separate contract (see contract # _____).

(8) BARBER SERVICES: Contractor will provide access in hotel area for barber/beautician services as needed.

(9) INFORMATION SERVICES: Customer service representatives shall be able to explain to occupants' miscellaneous charges not covered by this statement of work, i.e., telephone charges. The Contractor shall provide, where applicable, information on bus schedules, taxis and other local transportation, dining facilities and locations, and commercial telephone directory service.

(10) Business Services: Hotel will provide space for meetings as well as phone, copier and fax services as required.

(11) Meal Service: Contractor shall provide required meal service as agreed to in a separate contract (see contract # _____).

EXAMPLE OF GENERAL PRICING FORMAT FOR HOTEL/MOTEL, SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Rooms (1 person)	Each/Day	___	$_____	$_____
xxxx	Rooms (2 persons)	Each/Day	___	$_____	$_____
xxxx	Additional Persons per room	Each/Day	___	$_____	$_____

5. MEAL SERVICES

(a) MEAL SERVICES (Programs/Hours of Operation)

The services rendered consist of providing all the personnel, supervision, and any other items necessary to operate a full food service management facility as defined in this Statement of Work at ____*_____ Hotel, located in _____*_____.

(b) The Contractor will provide for a Quality Control Program, Quality Assurance Program and a Sanitation Inspection Program as well as complying with Hours of Operation as described in (1) through (4) below.

(1) QUALITY CONTROL: The Contractor shall establish and maintain a complete quality control program for the performance requirements of this contract.

(2) QUALITY ASSURANCE: (INSERT METHOD OF CONTRACTOR SURVEILLANCE, IF ANY.)

(3) SANITATION INSPECTIONS: The Contractor shall ensure that there is a Sanitation Inspection program established internally and in addition to any government performed surveillance, medical services personnel

(Director of Base Medical Services), will also inspect for compliance with sanitary conditions. If there is a conflict the Contractor shall comply with the more restrictive regulation.

(4) HOURS OF OPERATION: The Contractor shall maintain the operating hours for the dining facilities as listed in _____*_____.

(c) DEFINITIONS

The Contractor will be familiar with and understand the following definitions:

(1) Director of Base Medical Services (DBMS): The installation medical authority who defines and monitors sanitation standards and procedures for food service activities.

(2) Equipment: Items used to store, prepare, cook, serve and transport food and supplies. Equipment also includes items used in cleaning and sanitizing.

(3) Food Handlers: Food service personnel who handle, process, prepare or serve food and who touch food or food contact surfaces in any way.

(4) Food Service Officer (FSO): Individual responsible for matters relating to food service.

(5) Installation Menu: Specifies installation menu choices (except leftovers), including, but not limited to, entrees, salads, desserts, and soups, to be served at each meal during a menu cycle.

(6) Leftovers: Leftovers are unserved portions of any item prepared for a specified meal period.

(7) Meal Serving Hours: Hours that the Government requires the dining facility to be open for service.

(8) Potentially Hazardous Foods: Any perishable food which consists in whole or in part of dairy products, eggs, meat poultry, fish, shellfish. These foods are likely mediums for bacterial growth and are potential causes of food-borne diseases especially if creamed, ground, mixed or handled often.

(9) Progressive Food Preparation (BATCH COOKERY): The preparation of food items at selective time intervals during an entire meal period matching the flow of patrons through the serving lines.

(10) Serving Line: This term refers to the location and equipment used in dining facilities to serve food cafeteria style.

(11) Subsistence: Food items, including beverages and condiments.

(12) Supplies: Expendable items such as paper and plastic products, cleaning and janitorial materials, kitchen utensils, and tableware.

(13) Trash: Any non-salvageable waste material other than garbage, rocks, or dirt. The waste includes metal, paper, glass, cardboard, floor sweepings, cartons, and similar materials.

(d) SPECIFIC TASKS

The Contractor will provide for and comply with the following Specific Tasks:

(1) MENU PLANNING AND POSTING: The Contractor shall coordinate meal planning with site representatives. The Contractor shall post daily menus before the breakfast meal in an appropriate location at each dining facility.

(2) REQUISITIONING SUBSISTENCE: The Contractor shall coordinate with Government personnel to requisition, pick up, deliver and off-load food at various food-service facilities.

(3) STORAGE AND ISSUE:

(i) Proper Storage: Upon receipt the Contractor shall promptly store perishable and semi-perishable subsistence. Store frozen and chilled items at specified temperatures.

(ii) First In-First Out: The Contractor shall ensure the oldest food items are issued first, except when the condition of an item dictates earlier use.

(4) SUBSISTENCE INVENTORY:

(i) Month-end Inventory: The Contractor shall take a physical inventory of all subsistence following the last meal on the last day of each month. The Contractor must reconcile the book inventory with the physical inventory and must submit proof of this to the government.

(ii) Other Inventories: The Contractor shall perform other inventory measures, i.e., annual inventory, equipment inventory before and after contract completion, etc., as required by the Contracting Officer. The government also reserves the right to conduct an independent inventory at any time during the performance of the contract.

(5) FOOD PREPARATION AND SERVICE.

All meals provided shall be “American-type” meals. Examples follow:

Breakfast:
Cereals: corn flakes, wheat flakes, chocolate flakes
Fresh fruits: bananas, grapefruit, oranges, pears, grapes...
Eggs: fried, scrambled.. Hash browns
Meat: Ham, sausage, bacon
Bread: White bread, toast, wheat, rye
Butter & Jam
Pastry: croissants, apple pie
Beverages: Coffee, orange juice, milk, water

Lunch:
Soup: vegetable, mushroom, tomato, chicken, beef, turkey...
Sandwich: ham, turkey, roast beef
Cheeses: American, Swiss
Fruit

Dinner:
Roast beef, roast/baked/fried chicken, roast pork, roast turkey, grilled fish, BBQ, roasted lamb
Beef/chicken stew
Rice, pasta (spaghetti, macaroni, lasagna) potatoes (baked, mashed...)
Boiled or Steamed Vegetables: corn, green beans carrots, peas, etc.
Pizza, hamburgers, hotdogs, tacos
Soups
Bread
Salad: lettuce, tomato, cheese, onions, dressing, etc.
Juice, water, milk

All food services items listed above are subject to approval by the U.S. Government medical personnel.

(i) Approved Menu: The Contractor shall follow the approved installation menu when planning and preparing all meals.

(ii) Progressive Food Preparation: Progressively prepare food items to yield optimum freshness, flavor, color, and texture.

Cook short-order breakfast items to order.

Prepare short-order items such as hamburgers, hot dogs, and french fries. Ensure an adequate flow of patrons through the line.

(iii) Serving Lines: Set up serving lines by the scheduled opening time. Food on the serving line shall be logically arranged and all foods shall be maintained at the specified temperatures. Replenish all foods, tableware, beverages, and condiments as necessary to ensure they are available to all patrons throughout the meal. Remove all food from the serving line within 15 minutes after the serving line is closed and cover, label and properly store all food, unless disposal of a leftover is appropriate.

(iv) Table Clearing: The Contractor shall be responsible to clear and clean all dining room tables and chairs or benches within five minutes after they are vacated to ensure a timely flow of patrons.

i. ****SAMPLE****

Breakfast Meal will be served in the ___*_____ Hotel restaurant as a buffet during established hours as posted. Dinner Meal will be served daily from _*__ hours to _*___ hours in the conference room adjoining the lobby or as otherwise coordinated. Actual headcount will be coordinated daily or as needed. Menu will consist of beef, poultry, or fish, salads and various fresh/canned vegetables, desserts, water, coffee, and soft drinks as coordinated with the chef and hotel staff by the ordering officer.

EXAMPLE OF GENERAL PRICING FORMAT FOR MEAL SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
XXXX	Breakfast	Each	____	$_____	$ _____
XXXX	Lunch	Each	____	$_____	$_____
XXXX	Dinner	Each	____	$_____	$_____

(6) SANITATION REQUIREMENTS:

(i) Personal Hygiene. The Contractor shall ensure all employees meet all personal hygiene requirements to include but not limited to; clean hands and fingernails at all times, proper hair and facial grooming, hair restraints, proper smoking restraint, etc.

(ii) Food Storage and Preparation: The Contractor is responsible for preventing all food-borne diseases by properly storing and preparing food in accordance with AFI 48-116, Control of Food-Borne Illnesses. This includes, but is not limited to: storage of bulk foods, refrigerated food, leftovers, perishables, etc. The Contractor shall prepare foods on surfaces that are cleaned and sanitized. All meats and poultry shall be cooked and prepared at the proper temperatures ensuring the food is thoroughly cooked throughout. (FOR PROPER TEMPERATURE RANGES ON VARIOUS FOODS, CONSULT AFI 48-116 OR YOUR MEAL SERVICES REPRESENTATIVE)

(iii) Equipment and Utensil Cleaning: The Contractor shall clean and sanitize all food service equipment and cookware to remove food particles, other soil, grease and cleaning or sanitizing agent residue to the standards set forth in this contract.

(7) HOUSEKEEPING.

(i) General: The Contractor shall furnish general housekeeping services in food service facilities before, during (if necessary) and after the serving of meals. The Contractor shall provide all equipment necessary to perform these services. The cleaning standards and housekeeping charts are intended to produce an acceptable level of performance.

(ii) Lavatories: The Contractor shall clean all lavatories in food service facilities.

(iii) Insect and Rodent Control: The Contractor shall take appropriate actions directed by the government to assist in the control of insects and rodents.

6. TENTS

(a) TENTS - SUMMER

(1) The services to be rendered consist of the rental, erection, dismantling and maintenance of all tentage and associated equipment.

(2) The Contractor shall provide ____*_____ square meters of billet tents to be erected at the site(s) and in the configurations as stated in the contract schedule and the plot plans provided.

(3) The tentage shall be constructed of PVC or polyester fire resistant canvas. The Contractor must ensure that all tent flaps and openings are adequately secured so as to prevent rain from entering the tent.

(4) Floors: The entire usable space within the tent must be covered with floors that are constructed of wood or other equally hard material (the material used must offer a nonskid surface). The floors must be installed in such a manner as to alleviate uneven surfaces that could cause personnel to stumble or trip. The floors must be elevated a minimum of 10 cm above the ground and capable of supporting 250 kg per square meter.

(5) Entrances/Exits: Each tent shall be equipped with at least two (2) lockable entrance/exit doorways. These doorways shall be constructed of wood, metal or plexiglass (no glass). The doors shall be a minimum of 100 cm wide and 210 cm high. (The Contractor will furnish the COR with a minimum of two keys per door.)

(6) Partitions/Dividers: Shall be made of canvas and/or other suitable fire resistant material. They must be a minimum of 2.40 meters in height and 3 meters long (unless otherwise specified).

(7) Lighting: Each tent shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm off the floor (subject to be measured at any place within the tent).

(8) Electrical Installations: A JP54 or equivalent fuse box shall be installed in each tent. The box shall be equipped with at least one connector to accommodate a single 38OV/16AMP male plug, CEE NORM. All wiring within the tent will originate from this fuse box and all circuits shall be properly fused. The specified quantities of electrical outlets, 22OV/16AMP, wires on floors shall be installed within the tent. The location of the outlets shall be coordinated with the COR. The Government will provide the required electrical power and will be responsible for the cables and connections from the Contractor’s fuse box to the government furnished power source.

(9) Furniture: The specified number of tables and benches, capable of seating (6) six adults shall be provided. The Contractor shall place the furniture in the tent at the locations determined by the COR.

(10) The Contractor shall have ___*_____ each, designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. These persons shall be qualified to perform emergency tent maintenance.

(b) TENTS - WINTERIZED

(1) The services to be rendered consist of the rental, erection, dismantling and maintenance of all tentage and associated equipment.

(2) The Contractor shall provide _____*_____ square meters tentage to be erected at the site(s) and in the configurations as stated in the contract schedule and the plot plans provided.

(3) The tentage shall be constructed of PVC or polyester coated fire resistant canvas. In addition to the tentage, an exterior wall shall be constructed to enclose each tent to the height of the tent eaves. The exterior wall is to be constructed of wood that has a minimum thickness of 20 mm, or hard plastic/fiberglass that has a minimum thickness of 3 mm, or aluminum material which has a minimum thickness of .75 mm. The Contractor must ensure that all tent flaps and openings are adequately secured so as to prevent wind and/or snow from entering the tent.

(4) Floors: Unless otherwise specified the entire usable space within the tent must be covered with floors that are constructed of wood or other equally hard material (the material used must offer a nonskid surface). The floors must be installed in such a manner as to alleviate uneven surfaces that could cause personnel to stumble or trip. The floors must be elevated a minimum of 10 cm above the ground and capable of supporting 250 kg per square meter.

(5) Entrances/Exits: Each tent shall be equipped with at least two (2) lockable entrance/exit doorways. These doorways shall be constructed of wood, metal or plexiglass (no glass). The doors shall be a minimum of l00 cm wide and 210 cm high. (The Contractor will furnish the COR with a minimum of two keys per door.)

(6) Partitions/Dividers: Shall be made of canvas and/or other suitable fire resistant material. They must be a minimum of 2.40 meters in height and 3 meters long (unless otherwise specified).

(7) Heating: The Contractor must furnish sufficient forced air, fuel operated heaters capable of maintaining a minimum temperature of ___*____ C (+/-3 degrees C). Each heater will be installed on an appropriate drip pan. When partitions/dividers are installed the Contractor must ensure that adequate heaters are provided to heat each area. The heater installations shall be in accordance with the applicable with commercial standards for safety. Heaters are to be installed on the outside of the tents with heating ducts leading into the tents properly insulated. Fuel tanks: The Contractor shall furnish at least one 150 liter fuel tank per installed heater. The tank must be clean and fully operational at time of delivery. In addition, the Contractor will be responsible for the maintenance of the fuel tanks. The fuel tank installations shall be in accordance with the applicable VDE and Trade Union safety standards. The tanks must be installed on the outside of the tents.

(8) Fuel: After initial testing and set up of heaters, the Government will provide fuel oil as required during the performance of the contract.

(9) Lighting: Each tent shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm off the floor (subject to be measured at any place within the tent)

(10) Electrical Installations: A JP54 or equivalent fuse box will be installed in each tent. The box will be equipped with at least one connector to accommodate a single 38OV/16Amp male plug, CEE NORM. All

wiring within the tent will originate from this fuse box and all circuits will be properly fused. The specified quantities of electrical outlets, 22OV/16Amp, wires will be installed within the tent. The location of the outlets will be coordinated with the COR. The Government will provide the required electrical power and will be responsible for the cables and connections from the Contractors' fuse box to the government furnished power source.

(11) Furniture: The specified number of tables and benches, capable of seating six (6) adults will be provided. The Contractor will place the furniture in the tent at the locations determined by the COR.

(12) The Contractor shall have __*___ each, designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. These persons shall be qualified to perform both emergency tent and heater maintenance.

(13) The US Government will provide:**

(i) Fuel upon completion of the erection of each tent.
(ii) The equipment and labor for snow removal (on top and in the vicinity) of each tent shall be the responsibility of the Government.

** Note to requiring activity - the Government should only commit itself to the furnishing of fuel when it is certain it can do so with proper additives to prevent freezing. This has been a problem in the past.

EXAMPLE OF GENERAL PRICING FORMAT FOR TENTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Tents				
xxxx	Erection/Installation	Each	____	$_____	$_____
xxxx	Rental and Maintenance	Month	____	$_____	$_____
xxxx	Dismantling and Removal	Each	____	$_____	$_____

7. SHOWER TRAILER & RELATED SERVICES

(a) SHOWER TRAILER with US Government-Furnished Utilities/Cleaning

The services to be rendered consist of the rental, installation, maintenance, cleaning (as specified) of the shower units and associated equipment and the removal of all Contractor furnished equipment upon completion of the rental period.

(1) The Contractors shall provide _*___ each trailer/s. The shower trailer/s are to be delivered and installed at the site(s) and in the configuration/s as stated in the contract schedule and the attached plot plans.

(2) The shower trailer/s shall be constructed in such a manner as to meet, or exceed, the applicable VDE and trade standards.

(3) The Contractor shall furnish the required hoses and power cables to connect the shower trailer/s to government provided utilities, i.e. water, electrical, and sewage. (In situations where the-hookup for government utilities exceeds 20 meters in distance, that distance must be specified in the requirement).
(4) The shower trailer/s shall meet or exceed the following minimum specifications:

(i) Size
6 meters in length
2.4 meters in width
2.4 meters in height

(ii) Shower Configuration: Shower room with a minimum six (6) shower heads. Dressing room with a minimum of four (4) wash basins equipped with hot and cold water faucets, four (4) mirrors and shelves, four (4) electrical outlets, and twelve (12) clothes hanging pegs/hooks.

(iii) Heaters: Electrical, constant controlled and adequate to maintain + or - 3 degrees.

(iv) Fan: Electrical, adequate size to ventilate the enclosure.

(v) Hot Water System: Electrical adequate to sustain a mixed water temperature of 450 degrees C + or - 3 degrees for a continuous period of 40 minutes or 20 individual showers prior to requiring a recycling. The hot water storage tank shall be a minimum of 400 liters and have a control system that will prevent scalding. The hot water system shall be able to provide a water flow rate to each shower head of 18 GPM.

(vi) Lighting: Each trailer shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm above the floor.

(vii) Electrical Installation: Each trailer shall be equipped with a fuse box, with each-circuit within the trailer being appropriately fused to meet the applicable VDE standards. All electrical wiring within the trailer will originate from this fuse box. All outlets will be wired with an appropriate ground to ensure that personnel are not endangered by electrical shock.

(viii) Floors: All floors within the shower room shall be covered with a non-skid surface and/or aerated matting.

(5) The Contractor shall have __*__ each designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. They shall also be qualified to perform all types of shower trailer maintenance.

(6) The US Government will provide:

(i) Utilities with the completion of the installation of each shower trailer.
(ii) Cleaning of the shower trailer/s including the removal of trash, sweeping, mopping, cleaning of wash basins and shower stalls, and spot cleaning of interior/exterior of shower trailer/s. The Contractor shall ensure that the trailer/s are delivered clean and disinfected and the US Government shall return the trailer/s in the same condition.

(iii) The equipment and labor for snow removal (on top and in the vicinity) for each shower unit shall be the responsibility of the US Government.

(b) SHOWER TRAILER with Contractor-Furnished Utilities and Cleaning

The services to be rendered consist of the rental, installation, maintenance, cleaning (as specified) of the shower trailer/s and associated equipment; to include the removal of all Contractor furnished equipment upon completion of the rental period.

(1) The Contractor shall provide __*__ each shower trailer/s. The shower trailer/s are to be delivered and installed at the site(s) and in the configuration/s as stated in the contract schedule and the attached plot plans.

(2) The shower trailer/s shall be constructed in such a manner as to meet, or exceed, the applicable VDE and trade standards.

(3) The Contractor shall furnish all utilities to include, electricity, water and waste water disposal. Waste water shall be disposed of in accordance with the Host Nation Government ecology rules, regulations and laws.

(4) The shower trailer/s shall meet or exceed the following minimum specifications:

(i) Size (inside dimensions)
6 meters in length
2.4 meters in width
2.4 meters in height

(ii) Shower Configuration: Shower room with a minimum six (6) shower heads. Dressing room with minimum of four (4) wash basins equipped with hot and cold water faucets, four (4) mirrors and shelves, four (4) electrical outlets, and twelve (12) clothes hanging pegs/hooks.

(iii) Heaters: Electrical, constant controlled and adequate to maintain + or - 3 degrees.

(iv) Fan: Electrical, adequate size to ventilate the enclosure.

(v) Hot Water System: Electrical, adequate to sustain a mixed water temperature of 450C + or - 3 degrees for a continuous period of 40 minutes or 20 individual showers prior to requiring a recycling. The hot water storage tank shall be a minimum of 400 liters and have a control system that will prevent scalding. The hot water system shall be able to provide a water f low rate to each shower head of 18 GPM.

(vi) Lighting: Each trailer shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm above the floor.

(vii) Electrical Installation: Each trailer will be equipped with a fuse box, with each circuit within the trailer being appropriately fused to meet the applicable VDE standards. All electrical wiring within the trailer will originate from this fuse box. All outlets will be wired with an appropriate ground to ensure that personnel are not endangered by electrical shock.

(viii) Floors: All floors within the shower room will be covered with a non-skid surface and/or aerated matting.

(ix) Cleaning Services: Cleaning services shall be provided by the Contractor. Cleaning of the shower trailer/s shall include the removal of trash, sweeping, mopping, cleaning of wash basins and shower stalls, and spot cleaning of interior/exterior of the shower trailer. The Contractor shall ensure that the shower trailer/s are delivered clean and disinfected.

(x) The Contractor shall have _*__ each designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. They shall also be qualified to perform all types of shower trailer maintenance.

(xi) The US Government will provide: The equipment and labor for snow removal (on top and in the vicinity) for each shower unit shall be the responsibility of the Government.

EXAMPLE OF GENERAL PRICING FORMAT FOR SHOWER TRAILER/S:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Shower Trailer	Each/Month	_____	$ _____	$ _____
xxxx	Set-up/Distribution	Each	_____	$_____	$ _____

xxxx	Daily Cleaning	Each	_____	$ _____	$ _____
xxxx	On-Call Servicing	Each	_____	$ _____	$ _____
xxxx	Connection of Utilities	Each	_____	$ _____	$ _____
xxxx	Relocation of Trailers	Each	_____	$ _____	$ _____

8. REFUSE COLLECTION SERVICES

(a) TRASH, GARBAGE & WASTE COLLECTION (Specifications)

(1) The services to be rendered consist of the providing of refuse containers to be located at specified sites, the emptying of said containers and the proper disposal of the trash, garbage and waste.

(2) CATEGORIES OF REFUSE: The Contractor shall be responsible for handling various categories of refuse as described below:

(i) Regular Trash: All solid waste material, with the exception of those types listed in (i) through (vii) below:

- Typical size of containers: 1, 5, 10, 16, 20 or 24 cubic meters (cbm)
- Frequency of servicing (emptying): To be determined requiring activity.

(ii) Edible Garbage: All food waste that is generated by food service facilities.

- Typical size containers: 200 liters, 1, 5 or 10 cbm.
- Frequency of servicing: Daily emptying is mandatory.

(iii) POL Waste: Oils, antifreeze, brake fluid and any other vehicle related liquids.

- Typical size of containers: 500 or 1000 liters
- Frequency of servicing: To be determined by the requiring activity.

(v) Contaminated Soil: Dirt removed from around oil tanks or soil that has been contaminated by the accidental spillage of POL and/or chemical agents.

- Typical size containers: 10, 20, or 24 cbm
- Frequency of servicing: To be determined by the requiring activity.

(vi) Medical Waste: Solid waste generated by medical laboratory facilities which requires controlled disposal.

- Typical size containers: 200 liters, I or 5 cbm
- Frequency of servicing: Daily emptying is mandatory.

(vii) Liquid waste: Chemical agents and liquids generated by X-ray laboratories.

- Typical size tanks: 400 or 1000 liters
- Frequency of servicing: To be determined by the requiring activity.

(3) The Contractor shall provide all labor, material, transportation and equipment required for the delivery, installation, removal of trash and the pickup of the containers at the end of the rental period. In addition the Contractor is fully responsible for obtaining and holding current permits with approved dumping and disposal points. (Unless Government disposal points are specifically identified in the contract schedule)

(4) The emptying of each container includes the complete removal of all refuse from the container and the removal of all bagged refuse at the container location. In addition the Contractor is responsible for cleaning up all refuse that is spilled during the servicing/emptying process.

(5) The Contractor must implement a quality assurance program that will ensure that his work and the work performance by his employees is accomplished in such a manner that conforms with applicable standards of the trade and is in compliance with local and federal host nation ecology laws and directives. The Contractor must obtain and hold current all necessary approvals and permits for the lawful performance of the prescribed services. In addition, the Contractor must obtain the necessary permits for the operation of his service and disposal vehicles on Saturdays, Sundays and holidays.

(6) All refuse containers will be delivered, installed, and ready for use no later than 08:00 hours on the first day of the specified rental period.

(7) When on-call servicing/emptying of refuse containers and/or relocation of refuse containers are specified in the contract, the Contractor must perform the required services as specified below:

(i) When the Contractor is notified prior to 12:00 hours the work must be accomplished on the same date.

(ii) When the Contractor is notified after 12:00 hours, the work must be accomplished no later than 10:00 hours on the following date.

EXAMPLE OF GENERAL PRICING FORMAT FOR REFUSE COLLECTION:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Refuse Container	Each/Month	____	$ _____	$_____
xxxx	Set-up/Distribution	Each	____	$ _____	$_____
xxxx	Emptying of Containers	Each/Day	____	$ _____	$_____
xxxx	On-Call Servicing	Each	____	$ _____	$_____
xxxx	Relocations	Each	____	$ _____	$_____

9. LAUNDRY AND DRY-CLEANING

(a) LAUNDRY & DRY-CLEANING (Specifications)

The services to be rendered consist of complying with the Scope of Work below and providing Quality Control, Inspection of Services and maintaining the Hours of Operation as delineated in (1) through (4).

(1) SCOPE OF WORK: The Contractor shall furnish all management, labor, transportation, pickup and delivery service, housekeeping and facility operation in accordance with the terms and conditions of this contract. This contract includes all laundry, dry cleaning, and all other tasks and responsibilities deemed necessary and spelled out in this contract. The Contractor shall receive, account for, process, and return all organizational and individual items tendered for cleaning. Technical Exhibit XX--Workload Estimate lists the estimated quantities of work (as a SAMPLE).

(2) QUALITY CONTROL: The Contractor is responsible for establishing and having an active quality control plan.

(3) INSPECTION OF SERVICES:

(i) Inspection Service: The Contractor shall provide and maintain an inspection system that must be accepted by the government covering the services under this contract.

(ii) Inspection and Testing: The Government has the right to inspect and test all the services called for by the contract, to the extent practicable, at all times and places during the term of the contract.

(iii) Nonconformance with Contract Requirements: If any of the services do not conform to the contract requirements, the government may require the Contractor to re-perform the services in conformity with the contract requirements, at no additional expense to the government.

(4) HOURS OF OPERATION: The Contractor shall maintain the following customer service hours: Drop-offs will be in the ____*____ Hotel Lobby before 0900 Mondays and Thursdays. Contractor will deliver clean laundry by 1800 Mondays and Thursdays.

(b) DEFINITIONS

The Contractor will be familiar with and understand the following definitions:

(1) Clean: Finished articles are dry and free of visible soil, lint and objectionable odor. Spots and stains are removed where practical to do so without damaging the fabric.

(2) Contracting Officer Representative (COR): an individual appointed in writing by the Contracting Officer to perform expressed contract administration functions.

(3) Dry Cleaning: Dry cleaning involves the immersion of garments in dry cleaning solvents and cleaning them by use of mechanical action and soaps or synthetic detergents. Dry cleaning removes some soluble and some insoluble soils and dissolves grease stains through the combined actions of dry cleaning solvents, mechanical action, soaps, synthetic detergents, and other cleaning aids.

TYPES OF DRY CLEANING

- Small - an item requiring the approximate time, effort, and cost to process as a sleeveless sweater and /or blouse.
- Medium- an item requiring the approximate time, effort, and cost to process as a pair of trousers and /or jacket.
- Large - an item requiring the approximate time, effort, and cost to process as a coat and or overcoat.

(4) Laundering: The process by which soiled fabric items are cleaned and treated. The term includes cleaning by mechanical action and by hand in appropriate temperature water solutions of detergents and other additives.

TYPES OF LAUNDRY

- Small - an item requiring the approximate time, effort, and cost to process as a pillowcase or wrapper.
- Medium- an item requiring the approximate time, effort, and cost to process as a sheet or bedspread.
- Large - an item requiring the approximate time, effort, and cost to process as a sleeping bag.

(5) Packaging: The process by which clean garments or other items are placed on hangers and placed in protective paper or plastic film bags. Small items of clothing and other clothing which are not

customarily placed on hangers shall be wrapped in protective poly-wrap in accordance with commercial or local practice.

(6) Pressing: Pressing is the process for insertion of required crease and removal of undesirable wrinkles from clean garments or items.

(c) SPECIFIC TASKS. The Contractor will provide for and comply with the following Specific Tasks:

(1) Services Provided: The Contractor shall provide services to individuals and organizations of _____*_____ at _____*_____. Services shall be provided in accordance with the terms and conditions of this contract. The Contractor shall process and finish all clothing and other items in accordance with the requirements contained in the workload data in Technical Exhibit XX. (See Sample)

(2) Workmanship and Sanitation: Delivered articles shall conform to the generally accepted industry and local standards of quality, cleanliness, finish, appearance, and packaging. The items shall not only be clean in the sense of being free from soil and stains, but also free from bacteria, fungi and micro-organisms, including pathogens and disease producing organisms. All work performed shall be done under sanitary conditions. The contract facility shall be open to inspection of conditions at any time by a representative of the US government, and the government reserves the right to perform or cause to have performed any test necessary to determine the sanitary condition of the articles delivered by the Contractor.

(3) Classification of Items: Clothing or linen articles received by the Contractor shall be individually inspected for condition of serviceability and classified as to the type of service required.

(4) Re-performance: Any items found to have been unsatisfactorily cleaned shall be re-cleaned by the Contractor at no additional cost to the government.

(5) Repair: The Contractor shall repair, at his expense, all damages to individual garments which occur while in the custody of the Contractor, to include rips, tears, holes, open seams, and replacement of buttons and repair or replacement of zippers.

(6) Organizational Bulk Items: Organizational items shall be returned in bulk unless another method is specified. Items shall be counted from baskets into waiting vehicles or across the counter to the customer.

(7) Linen Exchange Activity: The Contractor shall operate a linen exchange activity. The Contractor is responsible for receiving, collecting, exchanging, and distributing linen exchange articles to and from organizations, activities, or authorized individuals and accomplishing the tasks below:

(1) Receive, collect, exchange and distribute linen exchange articles to and from organizations, activities, or authorized individuals.

(2) Verify count or weight of items received against receiving and shipping documents.

(3) Store items in storeroom and linen exchange points.

(4) Keep items properly segregated to comply with local safety, fire prevention and other storage regulation.

(8) Stockage Inventory System: The Contractor shall establish a stockage inventory system to track all incoming and outgoing linen. The Contractor shall perform a search for missing items in order to reconcile inventory with stock records.

(9) Exchange Items: Items that have been identified for direct exchange shall be exchanged for like items at time of turn-in. Items that are not direct exchange shall be identified separately and processed to be ready for pickup by the customer within a 72-hour period. Sheets, pillowcases, mattress pads, mattress covers, towels and blankets received from organizations may be intermingled (except for medical, if applicable) and processed for reissue to any organization or individual.

(10) Pick-up & Delivery Service: The Contractor shall provide pickup and delivery service. This service shall include loading, unloading, segregating, transporting, counting and obtaining necessary documentation for items picked up or delivered.

(11) The Contractor shall provide his own vehicles and they shall be maintained in safe operating condition at all times.

(12) Weighing/Counting of Articles: Weighing/counting of articles, including the laundry bag, shall be done by government personnel prior to pickup. The laundry that the Contractor picks up may be dirty/wet. The Contractor shall verify weight or count and sign a pickup ticket for the items being picked up. Such a signature constitutes an agreement to the government's weight/count unless a specific exception is noted on the ticket.

(13) Verification: The Contractor shall record the number of pounds/pieces delivered on the delivery ticket and the government rep will verify the amount. The Contractor must provide a list for items not delivered on scheduled.

SAMPLE

TECHNICAL EXHIBIT XX
LAUNDRY & DRY CLEANING
WORKLOAD ESTIMATES

ITEM	ESTIMATED QUANTITY-(PER DROP OFF)	PRICE
BDU TROUSERS	250	$3.08
BDU JACKET	250	$3.08
FLIGHT SUIT	50	$3.08
T-SHIRT	1000	$1.92
UNDERWEAR (MALE/FEMALE)	1050	$ .88
SOCKS (PAIR)	1000	$ .88
TOWEL (HAND OR BATH)	100	$1.15

RECOVERY RATES FOR LOST OR DAMAGED ITEMS WILL BE PER LOCAL MARKET CONDITIONS FOR _____*_____. THIS IS __*_% OF PURCHASE PRICE.

ITEM	PURCHASE PRICE (NEW)	RECOVERY PRICE
BDU TROUSERS	$35	$
BDU JACKET	$33	$
FLIGHT SUIT	$50	$
T-SHIRT	$2	$
UNDERWEAR (MALE)	$2	$
UNDERWEAR (FEMALE)	$5	$
BRA	$5	$
SOCKS (PAIR)	$2	$
TOWEL (HAND OR BATH)	*$2*	$

EXAMPLE OF GENERAL PRICING FORMAT FOR LAUNDRY & DRY-CLEANING:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	See above item list for various military clothing items	_____	_____	$_____	$_____
xxxx	Same as above	_____	_____	$_____	$_____
xxxx	Same as above	_____	_____	$_____	$_____

10. FORKLIFTS

(a) FORKLIFT (Specifications): The services to be rendered consist of rental, delivery, maintenance and removal of a specified type and size of forklift(s).

(1) Contractor shall provide forklift(s) for the stated rental period which will be of a commercial type that is equipped for outdoor use. The lifts must have the capability of lifting the specified weight (Kilos), to a minimum of 2.5 meters in height. In addition the equipment shall be capable of maintaining stability on a 6% incline, while handling a load of the specified amount.

(2) At the time of delivery the forklifts shall be in a sound mechanical condition free of all known defects, ready for immediate use. The equipment must meet all the applicable VDE and Trade Union requirements for safe operations.

(3) In addition to the above, the forklifts will be equipped with the following:

(i) Gas/diesel powered engine
(ii) Self-sustained electrical system to include an electric starter
(iii) Pneumatic tires (snow chains to be provided during winter months)
(iv) Spark proof exhaust system
(v) Front and rear lights that will facilitate on-road operations during periods of darkness.
(vi) Driver protection roll bar
(vii) Adjustable forks
(viii) Warning device (automatically activated when the lift is placed in reverse gear)

(4) The Contractor shall furnish all the transportation, labor, material and supervision required for the delivery, operational test, repair and maintenance and removal of the equipment at the end of the rental period. In addition the Contractor shall furnish all POL products, (with the exception of fuel). This is to include distilled water for batteries.

(5) The Contractor shall provide a point of contact for “on call, maintenance and/or replacement of equipment. The point of contact must be available from 08:00 to 20:00 hours to include Saturdays, Sundays and all local and American holidays. The Contractor shall provide all the labor, material and supervision required to keep the equipment in a serviceable and safe operating condition. Repair and maintenance may be performed on site, subject to coordination with the COR. If a forklift becomes inoperable due to the need for repair and/or maintenance, the Contractor will be notified immediately. The Contractor must respond, within six (6) hours after notification, to perform the repair and maintenance services. If repair and maintenance services cannot be performed within the same day, the Contractor shall furnish a replacement unit. Equipment that remains inoperable for more than a 12 hour period will be considered not available for use and rental fees will cease until the equipment is repaired to a fully operational condition or replaced with a serviceable unit. The pick-up and removal of inoperable equipment will be accomplished at.-Contractor expense.

(b) FORKLIFTS—ACCEPTANCE & RETURN

(1) Acceptance for forklifts by the Government: At the time the forklifts are delivered to the Government, the Contractor shall issue in duplicate a document, written in English, for each fork-lift, which provides the user a means to annotate the conditions of the equipment. In addition, general operating instructions, to include the refueling procedures, how to check and add oil, proper operating techniques and preventive maintenance procedures will be provided by the Contractor. The Contractor and the COR will jointly inspect the equipment for completeness and will list all damage (such as, but not limited to, scratches, dents, etc.) on the document. The document must be signed and dated by both the COR and the Contractor as acknowledgment that the forklift was received by the Government in the condition described/ annotated. A copy of the document shall be retained by the Contractor and the COR for use during the joint inspection that must again be conducted at the end of the rental period.

(2) Return of forklifts to Contractor: Upon expiration of rental period, forklifts will be returned to the Contractor, clean and complete with all accessories. Utilizing the document, a joint inspection will be conducted and all discrepancies will be noted. Both the COR and the Contractor, or his authorized representative must sign the document to acknowledge the return of the equipment in the described condition. Reasonable wear and tear, as well as damages which are not annotated on the turn-in document shall not be considered as valid if the Contractor later submits a claim against the Government.

EXAMPLE OF GENERAL PRICING FORMAT FOR FORKLIFTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	FORKLIFT 3 TON	EACH	____	$_____	$_____

11. FORCE PROTECTION

(a) During an OOTW support event, the HS Contractor may be requested to provide force protection in non-hostile environments. Support required may include, but not limited to, security personnel, escorting (sea and land), barriers, fencing, lighting, or equipment.

(b) If there is a requirement for force protection, a specification or statement of work will be provided to the HS Contractor for pricing prior the receiving an order from an authorized Contracting Officer.

12. LOGISTICS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide logistics support. Support may include, but not limited to, assistance with customs and air, ground, or rail transportation for pre-deployment and site surveys in remote areas.
(b) If there is a requirement for logistics support, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

13. SUPPLIES

(a) During an OOTW support event, the HS Contractor may be requested to provide various types of supplies when not readily available from the U.S. Government supply system. General supplies are classified as follows:

Class I – Food, Rations, and Water (e.g., bottled water, ice, reefers, etc.)
Class II – Clothing (e.g., foul weather gear, poncho liners, boots, etc.)
Class III – Petroleum, Oils, and Lubricants
Class IV – Construction Material (e.g., lumber, gravel, barriers, haul assets, yellow gear, fasteners, concrete mix, etc.)
Class VI – Personal Items (e.g., parts for commercial vehicles, camp equipment, air conditioners, cell phones, computers and peripheral equipment, coffee makers, microwave ovens, etc.)
Class VIII – Medical Supplies (e.g., medicines, medical supplies, veterinary medicines)

Class IX – Repair Parts
Class X – Miscellaneous Supplies

(b) If there is a requirement for supplies, the bill of materials or specifications will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

14. REPAIR SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide repair services. Services may include, but not limited to, repair of generators, light suites, environmental control units, vehicles (e.g., commercial trucks and cars) and material handling equipment (MHE).

(b) If there is a requirement for repair services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

15. CAMP AND FIELD HABITABILITY SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide camp and field habitability services. Services may include, but not limited to, rental of toilet/bathing facilities, berthing trailers, rental of pre-existing hard structure buildings or hotel rooms, garbage collection services, potable water, vehicle rental, laundry services, cell phones, fuel, food service, power generation/distribution, pest extermination services, plumbing services, and administrative support.

(b) If there is a requirement for habitability services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

16. TRANSPORTATION SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide transportation services. Services may include, but not limited to, providing vehicles/trucks/buses (with and without drivers), tactical level transportation (air, ground, rail, and sea) in remote areas when military transportation isn't available, and express delivery services (e.g., DHL, FEDEX, etc.).

(b) If there is a requirement for transportation services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

17. INFORMATION OPERATION/SYSTEMS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide information operation/systems support.

(b) If there is a requirement for information operation/systems services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

18. MORTUARY AFFAIRS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide mortuary affairs support.

(b) If there is a requirement for mortuary affairs support services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

19. CULTURAL AWARENESS TRAINING

(a) During an OOTW support event, the HS Contractor may be requested to arrange cultural awareness training.

(b) If there is a requirement for cultural awareness training, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

20. DIETICIAN SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide dietician support.

(b) If there is a requirement for dietician support, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

21. COMMUNICATIONS

(a) During an OOTW support event, the HS Contractor may be requested to provide communications services. Services may include, but not limited to, providing cell phones, satellite phones, internet connectivity, calling cards, land lines, and Wi-Fi services.

(b) If there is a requirement for communications services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

22. TRANSLATION SERVICES

(a) During an OOTWsupport event, the HS Contractor may be requested to provide translation services.

(b) If there is a requirement for translation services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

23. MORALE, WELFARE, AND RECREATION (MWR) SERVICES

(a) In the absence of an existing U.S. Government authorized Information, Ticket and Tours (ITT) contract, during an OOTW support event, the HS Contractor may be requested to provide MWR services. Services may include, but not limited to, providing arranging trips, tours and hotel accommodations.

(b) If there is a requirement MWR services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

Attachment 10 - QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Husbanding Services
Western Pacific & Indian Ocean Regional Contracts

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance-based Performance Work Statement (PWS). This performance-based plan sets forth the procedures and guidelines the U.S. Fleet & Industrial Supply Center, and its detachments will use to monitor contractor's performance, evaluating port visit cost reporting, non-priced item pricing performance, and ship's overall satisfaction with the of the husbanding service contractor's port visit services.

1.1 PURPOSE

1.1.1. The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the port visit cost reporting requirements, adhering to the non-priced item pricing performance standards, and meeting the ship's task order requirements as identified in the PWS.

1.1.2 This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

2.0 PERFORMANCE MANAGEMENT APPROACH

2.1 The performance-based PWS structures the acquisition around "what" service is required as opposed to "how" the contractor should perform the work. This QASP will define the performance management approach taken by the Contracting Officer to monitor, manage, and take appropriate action on the contractor's performance against expected outcomes or performance objectives communicated in the PWS. Performance management rests upon developing a capability to review and analyze information generated through performance metrics. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management. The data generated in a performance management approach provides information that indicates whether or not expected outcomes for required services are being achieved adequately by the contractor.

2.2 Performance management also represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether or not outcomes are being achieved and migrates away from scrutiny on compliance with the processes and practices used to achieve the outcome. The only exceptions to process reviews are those required by law and compelling business situations such as safety and health. An outcome focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved at the desired levels of performance.

3.0 PERFORMANCE MANAGEMENT STRATEGY

3.1 The contractor will develop and utilize staffing and procedures, for use on a continuous basis, for self inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS.

3.2 The Contracting Officer will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The Government will make decisions based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

4.0 ROLES AND RESPONSIBILITIES

4.1. Procuring Contracting Officer (PCO). The PCO is the individual who performs preaward functions and awards or executes a contract. The PCO will retain post award functions. Accordingly, the PCO performs assigned post award functions related to the administration of the contract. Ensures performance of all necessary actions for effective contracting, monitors compliance with the terms of the contract, and safeguards the interests of the Government. The PCO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

4.2. Contracting Officer Representative (COR). The Government personnel who perform quality assurance functions for a contracted service.

- Provide technical assistance to the contracting office
- Provide functional continuity and stability
- Maintain proficiency in contract surveillance procedures
- Perform surveillance in accordance with the surveillance plan and provide documentation of surveillance observations to the PCO, as required
- Notify the PCO of any significant performance deficiencies
- Prepare input to the Contractor Performance Assessment Reporting System (CPARS)

4.3 Ordering Officers (e.g., Ship SUPPO) are responsible to

- Issue the orders in accordance with the terms and conditions
- Monitor, assess, and communicate the performance of the contractor. Government surveillance may occur under authority of the Inspection/Acceptance paragraph of clause 52.212-4, Contract Terms and Conditions – Commercial Items, for any supply or service relating to the contract.

5. PERFORMANCE OBJECTIVES AND METHOD OF SURVEILLENCE

The contractor shall provide husbanding service support in accordance with the PWS. While the contractor is fully expected to comply with all requirements in the PWS, the government's assessment of contractor performance will focus mainly on the performance objectives that are also listed in the Attachment 10a. QASP Matrix. The level of the acceptance for each objective is also established

5.1. Performance Objective #1:

Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 schedules provided as part of the RFP. The On-line Pricing Application Tool may be utilized for the creation of the estimate.

Method of surveillance: E-mail received from the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided.

Level of acceptance:

- On time	100%
- Up to 2 working days late, but before ship's arrival	80%
- 3-4 working days late, but before ship's arrival	60%
- Over 4 working days late but before ship's arrival	40%
- None before ship's arrival	0%

5.2. Performance Objective #2:

Submit final LogSSR within seven (7) days of each ship's departure (includes entering data into LogSSR and submitting all supporting documentation).

Method of surveillance: Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.

Level of acceptance:

- Within 7 calendar days after ship's departure 100%

- Within 08-14 calendar days after ship's departure 80%

- Within 15-30 calendar days after ship's departure 50%

- Over 30 calendar days after ship's departure 0%

5.3. Performance Objective #3:

LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages).

Method of surveillance: Compare the LogSSR data and PVCR/invoice data.

Level of acceptance:

- No errors 100%

- 1 error 80%

- 2 errors 60%

- 3 errors 40%

- Over 3 errors 0%

5.4. Performance Objective #4:

In Port Pricing. The HSP shall maintain the online pricing application's 'real-time' pricing capability and update non-priced item pricing and ordering data during the actual performance period the ship is in port. The HSP shall continue to input documentation into the application during the entire port visit.

The HSP shall update this report at least once per day of performance between the hours of 0700 and 2300, if applicable, while ship is in port until the completion of the ship's visit.

Method of surveillance: check the on-line pricing tool during the ship's visit and after the ship's departure to verify that the contractor updates the On-line Pricing Application with the additional requirements and for the non-priced item the procedure established has been followed.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

5.5 Performance Objective #5

Final Price Report. A Final Price Report must be reported in On-line Pricing Application Tool and itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 within forty eight (48 hours) after a ship leaves port. The HSP shall include all paid and unpaid invoices to the report.

Any changes to final prices paid shall be updated within the On-line Pricing application within one (1) calendar day of the change.

Method of surveillance: periodic checks of the On-line Pricing Application during port visits and forty eight (48 hours) after a ship leaves port.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

5.6 Performance Objective #6:

Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.

Method of surveillance: After each ship visit, the ship submits a port visit cost report indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

6.0 METHODOLOGIES TO MONITOR PERFORMANCE

6.1 In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate contractor performance. The Contracting Officer will use the On-line Pricing Application, the LogSSR and any input from the requiring activity as sources of comments on the contractor's performance.

6.2 The ships always have the option to communicate complaints to the Contracting Officer as opposed to the contractor. The complaints can be submitted during or after the visit; however the primary document that reports the complaints is the Port Visit Cost Report (PVCR). The Contracting Officer will accept the ships complaints and will investigate.

7.0 QUALITY ASSURANCE REPORTING

7.1. Within 30 days following the end of each quarter, the COR/PCO will prepare a report that shows the level of acceptance for each performance objective reached throughout the quarter. An overall average of the performance area objective area scores will be tracked for each port visit and for all port visits within the quarter. 80% is the overall goal for performance in each of these areas.

8.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

8.1 The Government shall use the observation methods cited to determine whether the AQLs have been met. The Government will evaluate the results which then may be translated into the specific negative incentives should performance not meet the AQL (for failure performance, see paragraph 9.0)

8.2 The PCO may require the contractor's project manager, or a designated alternate, to meet with the Government personnel as deemed necessary to discuss performance evaluation. The PCO will define a frequency of in-depth reviews with the contractor. However, if the need arises, the contractor will meet with the PCO as often as required or per the contractor's request. The agenda of the reviews may discuss:

- Performance measured by the metrics and trends
- Issues and concerns of both parties
- Recommendations made by the KO based on contractor information
- Issues arising from independent reviews and inspections

8.3 The PCO and contractor should jointly formulate tactical and long–term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the PCO.

9.0. FAILURE TO PERFORM

9.1 The contractor may be contacted for consideration, may receive negative past performance ratings or may be terminated based on failure to perform.

Consideration: The KO will negotiate consideration in instances where the HSP fails to meet performance requirements.

Negative Past Performance Ratings: The COR may submit negative performance information into the Contractor Performance Assessment Reporting System (CPARS).

Termination. If the KO determines that the contractor has failed to perform to the extent that a termination for cause is justified, the KO shall issue a notice of termination, consistent with FAR Part 12.

LIST OF ATTACHMENTS

Attachment 10a. QASP Matrix

Attachment 10a: QASP Matrix

Attachment 4a	Required Service		Levels
Required Service	Performance Standards	Method Of Surveillance	Goals
Timely submission of estimates within 48 hours after receipt of the order.	Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2. The On-line Pricing Application Tool may be utilized for the creation of the estimate.	E-mail received by the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided..	- On time 100% - Up to 2 working days late, but before ship's arrival 80% - 3-4 working days late, but before ship's arrival 60% - Over 4 working days late but before ship's arrival 40% - None before ship's arrival 0%
LogSSR and final cost reports	Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.	LogSSR Data-base	- Within 7 calendar days after ship's departure 100% - Within 08-14 calendar days after ship's departure 80% - Within 15-30 calendar days after ship's departure 50% - Over 30 calendar days after ship's departure 0%
LogSSR report accuracy	LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages)	Compare the LogSSR data and PVCR/invoice data.	- No errors 100% - 1 error 80% - 2 errors 60% - 3 errors 40% - Over 3 errors 0%

In Port Pricing	(1) The HSP shall maintain the online pricing application's 'real-time' pricing capability and update ALL pricing and ordering data during the actual performance period the ship is in port. The HSP shall continue to scan support documentation into the application during the entire port visit. (2) The HSP shall update this report at least once per day of performance between the hours of 0700 and 2300, if relevant, while ship is in port until the completion of the ship's visit.	On-Line Pricing Application	- Satisfied 100% - Not Satisfied 0%
Final Price Report	(1) A Final Price Report must be reported in On-line Pricing Application Tool and itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 within forty eight (48 hours) after a ship leaves port. The HSP shall include all paid and unpaid invoices to the report (3) Any changes to final prices paid shall be updated within the application one (1) calendar day of the change.	Online Pricing Application	- Satisfied 100% - Not Satisfied 0%
Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.	After each ship visit, the ship submits a port visit cost report to indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.	Ship's port cost visit report, observations, complaints	- Satisfied 100% - Not Satisfied 0%

Attachment 11 - QUALITY ASSURANCE FOR PROVISIONS

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SECTION I. GENERAL REQUIREMENTS

1. **SANITARILY APPROVED SOURCES:** All subsistence items shall be from approved sources as authorized, or exempted in NAVSUPINST 4335.4F/AR 40-657/AFR 161-32/MCO P10110.31G. Name and address of processing facility shall identify any subcontracting entities utilized other than the primary contractors. FLC Yokosuka has available approved source listings of authorized subsistence incorporated into VETCOM Circular 40-1, Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Hawaii and Pacific) and other regions maintained and published by HQ, US Army Veterinary Command, Fort Sam Houston, Texas (http://vets.amedd.army.mil/vetsvcs/approved.nsf). The U.S. Army Veterinary Representative, prior to commencing a contract/Blanket Purchase Agreement (BPA), shall inspect all required potential sources identified. Failing to pass inspection shall be grounds for not issuing a BPA and grounds for cancellation if the facility fails inspection after a BPA has commenced. This applies to all contractors and subcontractors. Documents cited here shall be provided to the contractor upon written request.

2. **DELIVERY VEHICLES:** The supplies delivered under this contract/BPA shall be transported in a sanitary enclosed/covered or open flatbed vehicle. Semiperishable items delivered in open flatbed vehicle shall be covered with a tarp to protect products from rain or foreign objects. Vehicles shall be equipped to maintain the appropriate temperature for the subsistence being delivered. Vehicles shall be maintained in a sanitary condition to prevent contamination of the food and shall be subject to inspection by the government at all reasonable times. Supplies submitted for acceptance in vehicles, which are not sanitary, may be rejected without further inspection. Concurrent transportation of bulk contained pesticides, rodenticides, petroleum products, inedible products, household chemicals, or other caustic or volatile compounds are undesirable but occasionally necessary. When a carrier jointly transports subsistence and cleaning agents or hazardous products, the cleaning agents or hazardous products shall be segregated from the subsistence to the greatest extent. Segregated to the greatest extent means that all cleaning agents or hazardous products shall be unitized, loaded completely lower and horizontally from the subsistence to the maximum distance allowed by the physical configuration of the carrier. Shrink-wrap shall be used to secure items to pallets and provide stabilization.

3. **CODE DATING:** Master-shipping boxes shall be stamped or embossed with code dates, except Fresh Fruits and Vegetables, (FF&V). Coding must represent the date of slaughter, production, pasteurization, manufacture, or expiration/pull date. Open code shall have the date, month and year or Julian date, (last number of the year with the number of days). Closed code, such as letters and numbers, shall have an accompanying letter from the manufacturer explaining the code and shelf life.

4. **PACKAGING:** Standard commercial packaging is acceptable as long as it meets the requirements set forth in this agreement, product is protected from contamination, and quality is preserved. Products shall be packaged in non-returnable commercial containers that do not exceed 55 pounds or 25 kilograms per container. The use of a plastic shrink-wrap to secure items to the pallet shall be minimized.

5. **SHELF LIFE REQUIREMENTS:** Unless otherwise specified in this agreement, products shall be delivered with not less than one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining. If the supplies delivered DO not have the minimum number of days of shelf life remaining as set forth in this agreement, the government shall have the right to reject and/or require replacement.

6. **TEMPERATURE REQUIREMENTS:** Unless otherwise specified in this agreement, all perishable products shall be delivered between 32^{o}F-41^{o}F (0^{o}C-5^{o}C) for chilled and 0^{o}F (-18^{o}C) or below for frozen. Temperatures shall be checked between the primary container and the outer container to reduce product damage. If a discrepancy is suspected, internal temperature shall be checked prior to rejection or acceptance of the products.

7. **REJECTED ITEM:** Any item recommended for rejection by the U.S. Army Veterinary Representative or receiving activity shall be annotated on the invoice or delivery receipt. The Contracting Officer Representative shall negotiate on price adjustment for quality or short shelf life defect as requested by receiving activity based on the U.S. Army Veterinary Representative inspection results. Replacements shall be coordinated with the Contracting Officer Representative as requested by the receiving activity.

8. **FOREIGN ORIGIN PRODUCTS:** Foreign establishments DO not have to be Directory listed if the prepackaged finished items they produce are imported by distributors or brokers into the continental United States, Hawaii or Alaska for sale to U.S. Armed Forces. This exemption Does not apply to establishments importing food directly into the U.S. territories of American Samoa, Guam, or the Mariana Islands without entering the continental United States, Hawaii or Alaska.

9. **CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD:** See Appendix B below.

SECTION II. QUALITY ASSURANCE PROVISIONS BY ITEM

1. **DAIRY PRODUCTS:**

a. Milk products shall be from approved sources and meet the raw, pasteurized, bacteriological and chemical requirements of the United States Public Health Service (USPHS) Publication 229 (Grade A Pasteurized Milk Ordinance). Frozen deserts and novelties shall be from approved sources in accordance with applicable military or local specifications or in the absence of applicable specifications, good manufacturing practice. Bacteriological and chemical testing may be accomplished at origin or destination. The U.S. Army Veterinary Representative shall submit non-conforming results to the Contracting Officer and provide a copy furnished to the contractor with a letter of explanation. The letter shall inform the contractor that unreliable quality controls may result in suspending further deliveries in accordance with NAVSUPINST 4355.6A/AR 40-70. NAVSUPINST 4355.6/AR 40-70 sets forth the microbiological testing program and suspension procedures for dairy products.

b. Temperature on delivery: Fresh dairy products shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C). Frozen products shall be delivered at 0^{o}F (-18^{o}C) or below.

c. Cheese Related Products:

(1) Soft cheeses such, as mozzarella, natural provolone, cream cheese, and etc., shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C).

(2) Hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, etc., shall be delivered between 32^{o}F and 50^{o}F (0^{o}C and 10^{o}C).

2. **FRESH FRUITS AND VEGETABLES (FF&V): See Appendix A.**

a. All FF&V shall be freshest product available. FF&V shall have eye appeal and shall be a minimum of 90% free from quality defects and 100% free of decay or loss. The Contracting Officer Representative shall negotiate a downward price adjustment for quality defects based on the U.S. Army Veterinary Representative inspection results and confirmed by receiving activity.

b. FF&V shall be delivered in an enclosed vehicle, equipped to maintain the temperature required for the type of FF&V. Mixed loads of FF&V shall be between 35^{o}F and 55 °F (2^{o}C and 12^{o}C).

c. FF&V such as bananas that are sensitive to ethylene oxide shall not be palletized and wrapped with items that are ethylene oxide producers such as apples. Plastic wrapped around the product inside the boxes shall be removed to allow air circulation.

d. Fresh mushrooms shall not be packaged airtight. Packages that are wrapped in plastic shall have air hole cut into plastic 1/8 inch in diameter or larger.

e. FF&V such as bananas, potatoes and onions that are sensitive to chill damage shall be delivered without refrigeration or not less than 56 °F (14°C). FF&V delivered in an open flatbed vehicle shall be protected with a tarp.

f. For repacked FF&V, the recycled boxes shall be clean and odorless; weigh not more than 45 pounds, (20 kilograms); labeled with the name and weight of the item on two adjacent sides of the box and legibly handwritten or printed.

3. **FROZEN MEAT AND POULTRY**

a. Unless otherwise requested, all frozen meat and poultry products must be USDA inspected or USDA certified. They must be listed in one of the following publications: "Meat and Poultry Inspection Directory", or "Directory of Sanitarily Approved Food Establishment for U.S. Armed Forces Procurement. ".

b. Temperature at delivery shall be 0°F (-18°C) or below. If the product is frozen to the point that a bimetallic thermometer cannot be pushed into the product and there does not appear to be significant surface thawing or crystallization the product shall be considered acceptable. These factors shall be considered due to the lack of proper equipment for drilling frozen item.

c. Age at delivery in the frozen state:

(1) Beef shall be delivered no more than 12 months after the date of pack.

(2) Poultry shall be delivered no more than 12 months after the date of pack.

(3) Pork shall be delivered no more than 12 months after the date of pack.

(4) Lamb and veal be delivered no more than 12 months after the date of pack.

NOTE: If the manufacture, slaughter or expiration date is stamped, not embossed on the box, the Health Certificate from origin shall be available for verification by the inspecting U.S. Army Veterinary Representative.

4. **FROZEN WATERFOODS:**

a. Temperature at delivery 0°F (-18°C) or below and shall be checked using the guidance reference previously in paragraph II.3.a.

b. Age at delivery in the frozen state:

(1) Seasonal packed items shall be delivered no more than 12 months after the date of pack.

(2) Oysters shall be delivered within 6 months of shucking/freezing.

(3) Shrimp shall be delivered within 180 days, of packaging/freezing.

c. General Guidance: All items shall be delivered in excellent condition, practically free of parasites, and show no evidence of mishandling.

5. **SHELL EGGS:**

a. Shell eggs shall be cleaned and free of damage (broken, cracked, leaker, etc.,). The U.S. Army Veterinary Representative shall recommend rejection of eggs with excessive dirt or feces.

NOTE: A small quantity of dirt is allowed on eggs delivered from plants that are only approved for unwashed eggs, small defined as having relatively little size or slight dimension.

b. Fresh shell eggs delivered directly from the farms within 48 hours of production may be delivered in unrefrigerated vehicles that are covered. The vehicles must meet all the requirements listed in Section I, par. 2. Boxes shall be marked with the date of production with the vendor's name and address.

c. Chilled fresh shell eggs that are procured from food distributors shall be delivered in refrigerated vehicles and shall be delivered within 15 days from the date of packaging. Internal temperature of eggs at delivery must be 41°F (5°C) or below.

6. **BAKERY PRODUCTS:**

a. Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined.

b. Bakery products shall be delivered within 48 hours from the date of production. Frozen bakery products shall be delivered within 6 months from the date of production, (SL 12 months), and in a refrigerated truck with a temperature of 0°F (-18°C).

SECTION III. SPECIFIED ANCHORAGE DELIVERIES

1. Due to the special circumstances associated with anchorage deliveries, the following exceptions are authorized, but shall not relieve the contractor or the BPA holder of any other requirements in the Quality Assurance Provisions unless specifically listed below:

a. Dairy products may be delivered in non-refrigerated containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. When a refrigerated unit is not used, the dairy products shall be packed in special containers that hold multiple units of product (bi-wall/tri-wall boxes), with dry ice based on the product weight to maintain internal temperature of 41°F (5°C). The special container shall be packed to allow air circulation within. Dairy products shall be given the highest priority for loading/off-loading upon receipt.

b. FF&V may be delivered in unrefrigerated containers in the most expeditious manner to ensure the least amount of exposure to high temperatures.

c. Miscellaneous frozen products may be delivered in non-freezer containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. Frozen items shall be packed with dry ice based on the product weight to maintain frozen state. The special container shall be packed to allow air circulation within. Although slight temperature deviations may occur, proper packaging and sufficient quantities of dry ice shall preclude excessive temperature deviations and thawing. Any item showing sign of thawing shall be rejected.

2. Although special considerations are authorized in anchorage deliveries, no exceptions have been authorized or shall be accepted for reduced sanitary standards, including the sanitation of the vehicles, boats, and shipping containers. The reuse of containers to transport products with dry ice is authorized as long as the container is sanitary and serviceable.

3. No deviations to these Quality Assurance Provisions are authorized without prior written approval from the Contracting Officer and U.S. Army Veterinary Representative. Deviations shall be granted prior to quotes being accepted and only for the particular delivery in question.

APPENDIX A, PERISHABLE FOODS, TO ATTACHMENT 8 (QA PROVISIONS)

The following are requirements that apply to this contract:

PERISHABLE SUBSISTENCE COMPATABILITY GROUPS
(Extracted From DLAM 4145.12/ TM 38-400, April 1994)

Group 1

Temperature: 32° to 34°F (1° to 1°C).
Relative humidity: 90 to 95 percent.
Atmosphere: Normally used on berries and cherries only -10 to 20 percent CO_2.
Ice: Never in contact with commodity.

Note: Most members of this group not compatible with Group 6a or 6b because ethylene production by Group 1 can be high, and thus harmful to members of Group 6a or 6b.

Apples (except those varieties listed in Group 3)
Apricots
Berries (except cranberries) Cherries.
Figs (not with apples, danger of odor transfer to figs; also see Group 6a)
Grapes (not fumigated with surfer dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages).
Peaches
Pears
Persimmons Plums and Pomegranates
Quinces

Group 2

Temperature: 55^o to 65^oF(13° to 18°C)
Relative humidity: 85 to 95 percent.
Ice: Never in contact with commodity.
Avocados
Bananas
Eggplant {also see Group 5)
Grapefruit [1]
Guava
Limes
Mangoes
Muskmelons, other than cantaloupes
Casaba
Crenshaw
Honey Dew
Persian
Olive, fresh
Papayas
Pineapples {not with avocados, danger of avocados' odor absorption)
Tomatoes, green
Tomatoes, pink {also see Group 4)
Watermelons (also see Group 4 and 5)

Group 3

Temperature: 36° to 41°F (2°to 5°C).
Relative humidity: 90 to 95 percent: cantaloupes about 95 percent.

Ice: In contact with cantaloupes.
Apples (Grimes Golden and Jonathan (both, certain areas), Yellow Newton (California) and Mclntosh
Cantaloupes
Cranberries
Lemons [1] (use 50 to 55°F for more than a month)
Lychees (also see Group 4)
Oranges 1(Florida or Texas)
Tangerines

Group 4

Temperature: 40° to 45°F (4° to 7°C): beans 38° to 42°F (3° to 6°C).
Relative humidi1y: About 95 percent
Ice: Never in contact with commodity.
Beans snap
Lychees (also see Group 3)
Okra
Oranges [1] (California or Arizona)
Pepper; green (not with beans)
Pepper, red (if with green peppers, temperature adjusted toward top of range)
Squash, summer
Tomatoes, pink (also see Group 2)
Watermelons (also see Groups 2 and 5)

Group 5

Temperature: 50° to 55°F (10° to 13°C): ginger not below 55°F.
Relative humidity: 85 to 90 percent.
Ice: Never in contact with commodity.
Cucumbers
Eggplant (also see Group 2)
Ginger (not with eggplant, also see Group 7)
Potatoes (late crop)
Pumpkin and Squashes, winter
Watermelon (temperature adjusted for other members of the group; also see Groups 2 and 4),

Group 6a

This group, except for figs, grapes and mushrooms, is compatible with Group 6b
Temperature: 32° to34°F (0° to 1°C)
Relative humidity: 95 to 100 percent.
Ice: Never in contact with asparagus, figs, grapes, and mushrooms
Artichokes
Asparagus
Beefs, red
Endive and escarole
Figs (also see Group 1)
Grapes (not furnished with sulfur dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages)
Greens
Leek (not with figs or grapes)
Lettuce
Mushrooms
Parsley

Parsnips
Peas
Rhubarb
Salsity
Spinach
Sweet Corn
Watercress

Group 6b

This group is compatible with Group 6a, except for figs, grapes and mushrooms.
Temperature: 13°to 13°F (0° to l°C)
Relative humidity: 95 to 100 percent
Ice: Contact acceptable for all
Broccoli
Brussels sprouts
Cabbage
Cauliflower
Celeriac
Celery
Horseradish Kohlrabi
Onions green (not with rhubarb. Figs, or grapes; probably not with mushrooms or sweet corn)
Radishes
Rutabagas
Turnips

Group 7

Temperature: 5° to 65°F (13° to 18°C)
Relative humidity: 85 to 90 percent.
Ice: never In contact with commodity.
Ginger (also see Group 5)
Potatoes, early crop (temperatures adjusted for others)
Sweet Potatoes

Group 8

Temperature: 32°to 34°F (0° to 13°C)
Relative humidity: 65 to 70 percent.
Ice: never in contact with commodity.
Garlic
Onions dry

[1] Citrus fruits -Biphenyl fungicide may impart off odors to other commodities

The above information was extracted from Lipton, W.J. and J. M. Harvey, Compatibility of Fruits and Vegetables During Transport in Mixed loads, US Department of Agriculture Research Service, ARS51- 48 (September 1972).

Appendix B - CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD

Microbiological criteria for dairy products[1,2]

Product(s)	Standard Plate Count (SPC) (See notes 3&4)	Coliform count (See note 4)	combined yeast and mold count (See note 4)	Preliminary incubation count (See note 5)
Aseptically processed and packaged Milk and milk products		0 per ml (See notes 6&7)	0 per ml (See note 6)	0 per ml (See note 6)
Buttermilk and acidophilus milk			10 per gram	
Cottage cheese			10 per gram	10 per gram
Cream, sour cultured			10 per gram	10 per gram
Grade A pasteurized milk and milk products		20,000 per ml	10 per ml	200,000 per ml
Ice cream products, flavored, fruit and / or nuts		50,000 per gram	20 per gram	
Ice cream products, vanilla and plain flavored		50,000 per gram	10 per gram	
Frozen dessert mix:				
Vanilla flavor		50,000 per gram	10 per gram	10 per gram
other flavors		50,000 per gram	20 per gram	10 per gram
Yogurt, chilled			10 per gram	
Yogurt, frozen, plain			10 per gram	
Yogurt, frozen, flavored			20 per gram	
Yogurt, soft serve mix			10 per gram	

Notes:
1. Phosphates as specified in the PMO.
2. Products shall be free of antibiotic or pesticide residues or below the action levels established for such residues by the applicable Federal Regulatory Agency. Antibiotic residue testing shall be by the method described in the PMO. Examinations and test to detect adulterants, including pesticides, shall be conducted by methods recognized by the applicable Federal regulatory agency.
3. Not applicable to cultured products.
4. All counts are maximum allowed standards.
5. Samples must be received within 72 hrs of pasteurization. Preliminary incubation test is used as a determination of keeping quality.
6. Nonconformance's will be considered an imminent health hazard.
7. Either aerobic or anaerobic SPC.

Microbiological criteria for Environmental Swabs[1,2]

	Aerobic Plate Count (APC)	Coliform Count	
ATP (RLU) Counts			
Environmental swab	100 per 50 sq cm	10 per 50 sq cm	See Note 3

Notes:
1. Microbiological counts can be used as an index for evaluating the sanitation status of processing equipment and the facility.
2. All counts are maximum recommended limits.

3. Relative Light Units (RLU) are directly correlated to log cfu/sq cm . RLU maximum tolerances are dependent upon the manufacturer of the ATP bioluminescence reader. Follow manufacturer's instructions for RLU limits.

Microbiological criteria for Fish, fresh or frozen, including shellfish		
Counts[4]	m	M
Aerobic Plate Count (APC)	5,000 per gram	1,000,000 per gram
E. coli	10 per gram	500 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Vibrio parahaemolyticus [1]	10 per gram	100 per gram
Vibrio vulnificus[2,3]	Zero (0) Tolerance	
Salmonella[2]	Zero (0) Tolerance	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Used for oysters and fish designed to be consumed raw.
2. No viable pathogen in a 25 gram sample.
3. Limit is established as non-detectable depending on method used and detection limit.
4. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Fruit Juice, Fresh or Frozen				
	Standard Plate Count (SPC) [3]		Coliform count	Combined Yeast and Mold count
Product(s)	m	M		
Aseptically processed juice[1]	0		0	0
Pasteurized Juice[2]		20,000 per ml	20 per ml	200 per ml
Non-Pasteurized Juice[4]	50,000 per ml	100,000 per ml		

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Must be labeled as aseptically processed and process must be verified.
2. Must be labeled as pasteurized.
3. Plate count limits for juices, except for aseptically processed juice, are used as a quality indicator and may assist in determining keeping quality and/or shelf life.

4. Non-pasteurized juice is not approved for US Armed Forces Procurement.

Microbiological criteria for Kimchee [1,3,4]		
Counts [9]	m	M
Coliform (MPN)	10 per gram	
Clostridium perfringens	100 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Pseudomonas ssp [7]	200 per gram	
Streptococcus ssp [7]	10 per gram	
Listeria monocytogenes[8]	0	
Salmonella ssp[2,8]	0	
Vibrio ssp[5,8]	0	
Salt %	$\geq$ 2.5/wt	$\leq$ 3.5/wt
pH	$\geq$ 4.2	$\leq$ 4.7
Polygalacturonase [6]	Negative	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Products containing monosodium glutamate (MSG), nuts or nut oils must be labeled appropriately to reflect potential allergenic contents.
2. Only for varieties containing meat or poultry, sprouts, watercress or melon.
3. Varieties of Kimchee include, but are not limited to: Vegetables: winter, spring, cucumber, wrapped, Yolma, Chang, radish (Nabak), white (Pak), western-cabbage, pony-tail radish (Chonggak), eggplant, green onion, pumpkin, spinach, leek, green pepper; Chanachi: radish, green pepper, cucumber, garlic cabbage; Kaktagi: radish, radish and oyster Kaktuki; Tong Chimi;: radish tongchimi; Shikhae: chicken, andong, Alaskan Pollock shikhae.
4. All Kimchee products must be delivered and stored refrigerated with a definitive shelf life marked on each container.
5. Only for varieties containing fish or seafood ingredients.
6. Polyglacturonase activity is an indicator of overripening and spoilage, inferring the possible presence of Bacillus subtilus, Saccaromyces fragilis, Candida pseudotropicalis, Oospora lactis, Asperfillus ssp., and Penicillium ssp.
7. Excessive acidification may be due to high counts of these organisms; this is an indicator of very poor quality product.
8. Zero tolerance pathogens.
9. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Retail Ground Beef, Beef Trimmings, Ground Pork , Poultry (Chilled or Frozen)		
Counts	m	M

Aerobic Plate Count (APC)	100,000 per gram	1,000,000 per gram
Fecal Coliform	50 per gram	500 per gram
Total coliform	100 per gram	1,000 per gram
E. coli	10 per gram	< 110 per gram
Coagulase Positive Staph	<100 per gram	500 per gram
Salmonella species	Zero (0) Tolerance[1]	
E.coli O157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.

Microbiological limits for Sandwiches, Prepared Salads and Spreads, Bagged Salad, and Cut Vegetables [4]

Counts[3]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli most probable number (MPN)	3 per gram[2]	10 per gram
Coliform (fecal)	10 per gram	100 per gram
Yeast and mold count	200 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Campylobacter jejuni	Zero (0) Tolerance[1]	
Salmonella species	Zero (0) Tolerance[1]	
Listeria moncytogenes	Zero (0) Tolerance[1]	
E. coli 0157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that "M" are of marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. No viable pathogen in a 25 gram sample.
2. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
3. Products may not be examined for all microbial characteristics as listed above. Contact laboratory if specific tests are required.
4. Tuna, chicken, ham and egg salads are tested the same, regardless whether on bread or submitted in tubs, buckets or other retail containers.

Microbiological criteria for Soft Serve Ice (cream) Milk and Soft Serve Yogurt at the retail/user level[2]

Counts	m	M
Standard plat count [1]	50,000 per gram	250,000 per gram

Coliform	10 per gram	100 per gram
Combined Yeast & Mold		100 per gram

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
Standard Plate Count (SPC) does not apply to yogurt products.
Soft serve and Yogurt machines.

Microbiological limits for Tofu

Counts[2]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram coli (MPN)
<3 per gram	10 per gram	
Staphylococcus aureus	100 per gram	1000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
Yersinia entercoliticus[1]	Zero (0) Tolerance[1]	

Legend:
m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. Products may not be examined for all microbial characteristics as listed above.

Microbiological and Chemical criteria for Bottled Water[1] and Vending Machine Water[2] and Ice

Counts	m	M
Coliform	0 per 100 ml	
Coliform (bottled water)	0 per 250ml	
Heterotrophic Plate Count [5]	1000 per ml	100,000 per ml
Pseudomonas aeruginosa	Zero (0) Tolerance	
Flouride[2]		
Arsenic[2]		
Trihalomethanes[2]		
Chlorine[2]		
Dissolved Solids[4]		
Silver [3]	None Detectable	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Bottled water is tested IAW the specific limits set forth by the Code of Federal Regulations (CFR) and current Environmental Protection Agency (EPA) regulations.
2. Vending machine water requirements are from the Association of Food and Drug Officials Model Code, 1997; Ice standards are derived from the International Packaged Ice Association. These are the minimum tests required for Vending Machine water.
3. Current published regulatory limits apply.
4. Only those machines utilizing silver impregnated carbon filters. Dissolved solids measurements are for vending machines labeled "Purified".
5. Ice and water derived from well water or surface water sources marketed at retail have higher allowable HPC limits. See current guidelines established in the CFR.

Microbiological criteria for Retail/User level Pre-packaged Deli and RTE Products[4]

Product(s)	APC[3]	Listeria spp.[2]	Salmonella[2]	Coliform[2]	E.Coli O157:H7
Luncheon Meats, frankfurters, Beef, poultry & pork	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance	
Cheese, soft and hard	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Pasteurized, liquid, frozen or Dried egg	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Pizza topping (meat & cheese)	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Dried meats sticks, jerky [1]	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance	

Notes:
1. Yeast and mold combined count should not exceed 100 /g.
2. No viable pathogen in a 25 gram sample. All counts are maximum allowable limits.
3. See Table Below for APC values in RTE Products.
4. Includes all like type/style products not otherwise listed.

Additional Microbiological limits for Commercial (Food Court Style) RTE Products[2,4]

Counts	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli (MPN)	3 per gram [3]	10 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
E. coli 0157:H7[1]	Zero (0) Tolerance[1]	
Campylobacter jejuni	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. This table is primarily designed for hot food lines.
3. ≤ 10 per gram if using 3M Petri Film for E. coli counting.
4. Products may not be examined for all microbial characteristics when submitted. These values are primarily used when conducting food borne illness investigations and overall quality characteristics.

PART VI - Summary of Directory Listing Requirements

Federal Supply Class (*Note 1)	Listing Required	Listing Not Required
8905 (*Notes 2, 3)	All fish, meat, poultry, and shellfish, including: Buffalo meat. Fish, canned. Fish, fresh or fresh smoked, modified atmospheric packaged. Fish, fresh or frozen, packaged. Herring, pickled. Quail. Rabbits. Salmon, smoked. Squid.	Crabs, live. Crawfish, live. Fish, fresh or frozen, whole and/or eviscerated, head on or off, unscaled, unpackaged. Lobster, live. Shrimp, fresh or frozen, whole or head off.
8910 (*Notes 4, 5)	All dairy foods and eggs, including: Cream, sterilized. Creamer, coffee, dairy. Dairy soft serve mixes. Desserts/puddings, frozen. Egg nog, canned. Egg substitutes. Italian ices. Topping, real cream. Yogurt, fresh or frozen.	Chocolate drink mix, non-dairy. Powdered dairy mixes. Toppings, non-dairy.
8915 (*Note 7, 8)	All pre-cut pre-packaged minimum processed fresh fruits and vegetables. Kimchee. Mushrooms, whole and sliced. Salads, non-meat, with or without dressing (not USDA listed). Vegetable sprouts. Fruit juices and nectars, refrigerated.	All unprocessed fruits and vegetables. Olives. Fruit juices and nectars, shelf stable or frozen concentrate.
8920 (*Notes 6, 9)	Bakery and cereal products (baked and unbaked, fresh and frozen), specifically: Croissants. Doughnuts Egg roll wrappers. Flour and corn tortillas. Wet pasta (noodles). Pastries. Pies. Soft pretzels. Won ton wrappers. Filled bakery items.	All other bakery products, including: Bagels. Batter mix, dry. Biscuits, canned. Breads, rolls, and buns. Cake mix, dry. Cakes, unfilled. Cookie mix, chilled or dry. Cookies, unfilled. Crackers. Cupcakes, unfilled. Dough, frozen or chilled. Dumplings, frozen. English muffins.

		Flour. Fruitcakes. Melba toast. Muffins Pancake batter, frozen. Pancake/waffle mix. Pasta, dry (noodles). Pizza crust. Taco shells. Toaster pastries. Pie crusts, unfilled. Waffles, frozen.
8925		All confectionery, nuts, and sugars.
8930		All jams, jellies, and preserves.
8935		Bouillon and soups.
8940 (*Notes 2, 3, 4, 5, 10)	Dietary foods and specialty preparations, specifically: Fish, meat, poultry, dairy, egg, and shellfish products. Pickled eggs. Frozen dinners. Pudding novelties, frozen or chilled. Tofu.	All other dietary and specialty preparations, including: Baby formula, canned. Chips, nacho or potato. Creamer, coffee, imitation (non-dairy). Dips. Nacho cheese, canned. Nutri-why. Popcorn. Puddings, canned.
8945		Fats and food oils, including margarine
8950		All condiments and related products, including: Salad dressings. Mexican salsa)
8955		All cocoa, coffee, and tea.
8960	Beverages, nonalcoholic; specifically: Ice. Bottled water.	All other nonalcoholic beverages, including: Dry ice. Fruit drink mix containing no fruit juices.
8965		Non-MRE beverages, alcoholic.
8970 (*Note 2)	MRE food composite packages	Non-MRE composite food packages.
8975		All tobacco products.

*Notes:

1. For complete item listing within each class of the 8900 (subsistence) Federal Supply Class (FSC) Group, refer to Federal Supply Catalog C8900-SL, Stock List--FSC Group 89 Subsistence.
2. Meat and poultry establishments listed in the *USDA Meat and Poultry Inspection Directory* may serve as sources of meat and poultry items as indicated. These products must bear the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to meat or poultry inspection acts must also be Directory listed for those items.
3. Directory listing is not required for establishments on the Interstate Certified Shellfish Shippers List (ICSSL). Fish, fresh or fresh smoked, modified atmospheric packaged (when distributed in a chill state) must be Packed Under Federal Inspection (PUFI) by the USDC or listed specifically in this Directory. Establishments supplying other fish

products must be Directory listed unless listed by the United States Department of Commerce (USDC) in the *USDC Approved List of Fish Establishments and Products*.

4. Directory listing is not required for shell egg sources listed in the *Directory of Grading Offices and Plants Operating Under USDA Poultry and Egg Grading Programs*. Establishments listed in the *USDA Meat and Poultry Inspection Directory* for dried or liquid/frozen egg products may serve as sources for those products, as coded.
5. Establishments having a pasteurized milk compliance rating of 90 percent or higher, certified by a State milk sanitation officer, and listed in the *Sanitation Compliance and Enforcement Rating of Interstate Milk Shippers (IMS) List* may serve as sources of milk and milk products, as listed. Listing in this Directory is mandatory to serve as a source of other milk and milk products and/or frozen dessert items. Establishments listed in the *Dairy Plants Surveyed and Approved for USDA Grading Service* may serve as sources of manufactured or processed dairy products as listed by product code. Those operations denoted with "P" codes (packaging and processing) must be Directory listed when providing ungraded manufactured or processed dairy products.
6. Directory listing is not normally required for semiperishable and nonanimal origin ingredient sources for items such as ready-to-eat bakery products and ice cream.
7. Establishments processing ready-to-eat, chilled, and prepared non-meat salads (such as potato, egg, tuna, chicken, turkey, ham, bean, macaroni, or cole slaw) must be Directory listed.
8. Only pasteurized juices are authorized for purchase by the DOD.
9. Directory listing for natural and artificial cream or fruit filled pie crusts, cakes, and cookies is not required if the finished item will not support pathogenic microbial growth.
10. Establishments producing finished products containing less than 3 percent by weight components of animal origin may be exempted from Directory listing by the command publishing this Directory.

Attachment 12 - FLOATING LINE OF DEMARCATION SPECIFICATIONS

The following are Floating Line of Demarcation (FLD) Specifications used for this contract:

1. The Contractor shall provide a FLD to identify a restricted area in the water of approximately 330 feet (100 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. The FLD is to help identify a safe standoff zone.

2. The size of the FLD will depend on the class of ship. Pier side, the FLD should be positioned 330 feet (100 meters) fore and aft of the ship and 330 feet (100 meters) out into the water from the ship. If sufficient space is not available then the FLD will be positioned as far as possible from the ship. At anchorage, the FLD will be positioned 330 feet (100 meters) outside the swing radius of the ship.

3. There are two types of FLDs that are currently authorized.

3.1. Continuous Line FLD – If allowed by the Port, the Contractor shall provide a Continuous Line FLD per the specifications listed below.

3.1.1. The FLD must fully enclose ships at dockside or at anchorage. The FLD will have an Entry Control Point (ECP) where the FLD may be opened up when authorized watercraft require access to the ship. The Contractor will provide a boat and crew to open up and close the FLD at the ECP.

3.1.2. Specifications:

3.1.2.1. Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable ECP for access.Floatation devices positioned every meter on the line.

3.1.2.2. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing strobe lights (standing at least one meter high above the water) and positioned every 75 meters along the line.

3.1.2.3. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the FLD. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD intact at all times regardless of sea conditions. Failure of the system to remain in place may result in deductions to the invoice.

3.2. Buoy System FLD - This is an acceptable alternative to the Continous Line FLD requirement. Some Ports may require the buoys to be temporarily moved and replaced if a commercial ship requires the water space. Whether continuous line FLD or buoy system FLD is ordered and provided, billing shall be at the single rate specified in the Attachment 2 schedules for the ‘Floating Barrier/Line of Demarcation‘ under LLIN XX12AF.

3.2.1. The Contractor shall provide a Buoy System FLD per the specifications provided below.

3.2.2. The Contractor shall provide a Buoy System FLD to identify a restricted area around ships. The purpose of the Bouy System FLD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 100 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible on both ship and shore based radar. The Picket Boats will patrol outside of this visual reference. The Buoy System FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) workboats to tend to the Buoy System FLD at all times.

3.2.3. Provide the system with weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

Attachment 13 - PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

1. The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

2. The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

3. Ships at anchorage will normally require two Picket Boats.

4. The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate Lot Line Item in the contract.

5. The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

6. The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

7. The Picket Boat will meet the following requirements:

7.1. Licensed for commercial operations by local country Department of Transportation.

7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

7.4. If a deckhand crewmember is required, only qualified personnel are used.

7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

7.11.4. Portable Spotlight

Attachment 14 - SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

    1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

    1.2. Security guards may be provided through private security firms or through local police officials.

    1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

    1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

    1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pierside:

    2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

    2.2. All pierside guard services will be performed within the parameters of local Laws and Regulations.

    2.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

    2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

    2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

    2.6. The following equipment will be required as a minimum for each guard:

        2.6.1. Uniform as provided by contractor or authorities;

2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. ROEs Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats:

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2 If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3 The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4 As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

Attachment 15 - FUEL SPECIFICATIONS

The following are the Fuel Specifications for this contract:

SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	**Requirement**	**Text Method**
Appearance, @ 25ºC or ambient temperature whichever is higher	Clear, bright and free of vis particulates	D 4176 1/
Demulsification, @ 25ºC, minutes (max)	10	D 1401 2/
Density, @ 15ºC, kg/m^3 (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, ºC 50% point, ºC 90% point, ºC, (max) end point, ºC, (max) Residue º Loss, % vol., (max)	 Record Record 357ºC 385ºC 3.0	D 86 3/
Cloud Point, ºC, (max)	-1ºC	D 2500
Color, (max)	3	D1500
Flash Point, ºC, (min)	60ºC	D 93 4/
Particulate Contamination, mg/liter, (max)	10	D 5432 5/
Pour Point, ºC, (max)	-6ºC	D 97
Viscosity, @ 40ºCm mm^2/second	- 1.7 - 4.3	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100ml,	1.5	D5304 (R), D 2274 6/
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664
Aniline Point, ºC, (min)	60ºC	D 611
Ash, % wt., (max)	0.005	D 482
Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 7/
Corrosion, @ 100ºC, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min) Cetane Index, (min)	42	D 613 (R), D 976 8/
Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 26
Trace Metals, ppm, (max) Calcium Lead Sodium plus Potassium Vanadium	 1.0 0.5 1.0 0.5	D 3605 9/
Additive Names and Dosages	Record	

1. If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709, 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains visible sediment or particulate matter, but meets the requirement of 10 mg/1 (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.

2. The demulsification text shall be conducted in accordance with the following exceptions:

(a) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.

(b) The test temperature shall be 25ºC.

(c) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute.

3. As the end point of the distillation is approached, if either a thermometer reading of 385ºC or a decomposition point is observed, discontinue the heating and resume the procedure as directed in ASTM D 86.

4. The flash point value is the absolute and no value less than 60ºC is permissible.

5. A one-liter minimum sample shall be used.

6. ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours to 40 hours.

7. When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fuel, without the cetane improver.

8. Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified in Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.

9. Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of the inspection authority.

Minimum Requirements for Purchases of Commercial Distillate Fuels ((Navy) Marine Gas Oil) for Bunkers

The following minimum requirements have been established for use when buying fuel (gas oil - 100% distillate) from commercial sources when F76 is not available. Marine Gas Oil is not acceptable as cargo fuel on Navy Oilers.

TEST	**METHOD**	**REQUIREMENTS**
1. Cetane Number	ASTM D 613	45 min
or		
Cetane Index	ASTM D 976	45 min

Note: A cetane index of 41 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exce maximum of 338ºC. A cetane number of 40 or above, but less than 45, is acceptable provided the 90% Distillation Poi not exceed a maximum of 338°C.

2. Appearance @ 21ºC or ambient temperature (whichever higher)	Visual	Clear & Bright
or		
Water and Sediment	ASTM D 2709	0.05% max
3. Distillation. 90% Point	ASTM D 86	375ºC max
4. Flash Point	ASTM D 93	60ºC min

5. Pour Point	ASTM D 97	Report
6. Cloud Point	ASTM D 2500	-1.1ºC (30 °F)
7. Viscosity @ 40ºC	ASTM D 455	1.7 - 4.5 CST
8. Color	ASTM D 1500	3 max
9. Gravity	ASTM D 1298, D 287	Record
10. Carbon Residue	ASTM D 524	0.35% max
11. Ash	ASTM D 482	0.01% max
12. Sulfur	ASTM D 129, D 1552 D2622	1.00% max
13. Copper Corrosion	ASTM D 130	3 max

C16.23-2 COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC JAN 1998)

Offered product shall conform to the following requirements which are suitable for Marine Gas Turbine.

	TEST	METHOD	REQUIREMENTS
1.	Cetane Number	ASTM D 613	42 min
	or		
	Cetane Index	ASTM D 976	43 min
	NOTE: A Cetane Number of 40 minimum, or a Cetane Index of 41 minimum, is acceptable provided the 90 Percent Distillation Point does not exceed a maximum of 338^{O}C.		
2.	Appearance @ 21^{O}C or ambient temp. (whichever higher)	Visual	Clear & Bright
	or		
	Water & Sediment	ASTM D 2709	0.05 vol % max.
3.	Distillation, 90% point	ASTM D 86	357^{O}C max.
4.	Flash Point	ASTM D 93	60^{O}C min
	NOTE: The flash point value is absolute and no value less than 60^{O}C is permissible.		
5.	Cloud Point	ASTM D 2500	-1.1^{O}C (30^{O}F) max.
	NOTE: Cloud Point results will be evaluated based upon bunkering location.		
6.	Viscosity @ 40^{O}C	ASTM D 445	1.7 - 4.5 cst
7.	Color	ASTM D 1500	3 max.
	NOTE FOR DOMESTIC ITEMS: This Color test requirement is deleted if red dye has been added in compliance with U.S. Environmental Protection Agency or Internal Revenue Service regulations; however, the resulting fuel/dye blend must have a red tint. It shall not be visually brown or darker in appearance.		
8.	Density @ 15^{O}C	ASTM D 1298	876 kg/m^3 max.
9.	Carbon Residue on 10% bottoms	ASTM D 524	0.35 mass % max.

		ASTM D 189	
10.	Ash	ASTM D 482	0.01 mass % max.
11.	Sulfur	ASTM D 4294, ASTM D 1552, or ASTM D 2622	1.0 mass % max.
12.	Corrosion	ASTM D 130	3 max.
13.	Distillate Fuel (fuel shall contain no residual)	None	100%

C36 FUEL OIL, INTERMEDIATE, GRADES RMB-10 (IFO 60)/RME-25 (IFO 180)/RMG-35 (IFO 380) (DESC MAY 1997)

Product shall conform to ISO 8217:1996 or ASTM D 2069-91. Product conforming to ASTM D 2069-91 shall meet the following additional requirements:

REQUIREMENTS	**GRADE RMB-10 (IFO 60)**	**GRADE RME-25 (IFO-180)**	**GRADE RMG-35 (IFO 380)**	**GRADE TEST METHOD**
Density @15^{o}C, kg/m^{3}, max	981.0	991.0	991.0	ISO 3675/12185
Aluminum plus silicon, mg/kg, max	80	80	80	ISO 10478
Total Sediment, potential, %(m/m), max	0.10	0.10	0.10	ISO 10307-2

Attachment 16 - WATER TAXI SPECIFICATIONS

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxi specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated FLC Yokosuka Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor, the FLC Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including COMPACFLT.

5. COMSEVENTHFLT Specifications:

5.1. Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the respective countries. Notwithstanding compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

5.1.1. Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

5.1.2. Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

5.1.3. The following information shall be conspicuously posted in both English and (the appropriate foreign language):

5.1.3.1. Current Operator's/Captain's license and boat names.

5.1.3.2. Passenger/weight capacity limit notice.

5.1.3.3. Location of life jackets and other life saving equipment.

5.1.3.4. Location of all exits indicated in large letters.

5.1.3.5. Emergency procedures

5.1.4. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

5.1.5. Operation of the boat shall be in a safe and seaworthy manner.

5.1.6. The consumption of alcoholic beverages shall not be permitted aboard the boat.

5.2. Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by the respective countries for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

5.3. Security: During the term of this contract the ship(s) to be serviced (insert ship name if purchase order) agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

5.4. Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

5.5. Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

5.5.1. Hull

5.5.1.1. Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures.

5.5.1.2. Superstructure, including masts and stacks.

5.5.1.3. Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.

5.5.1.4. Provisions for drainage of sea water from exposed decks over the side and not into the bilges.

5.5.1.5. Access/egress points- adequacy of number and location.

5.5.2. Machinery

5.5.2.1. 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.

5.5.2.2. Main propulsion and auxiliary machinery essential to operation of boat.

5.5.2.3. Sea and bulkhead closure valves.

5.5.2.4. Bilge auction strainers and dewatering systems-bilge pump to be tested by operation

5.5.2.5. Bilges free of flammable liquids

5.5.3. Electrical

5.5.3.1. Cables.

5.5.3.2. Navigation, deck, and emergency lights.

5.5.3.3. Rotating electrical machinery; e.g., generators and motors --Storage batteries

5.5.4. Lifesaving equipment

5.5.4.1. Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.

5.5.4.2. Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.

5.5.4.3. First aid kits, life rings and distress lights.

5.5.4.4. Distress signaling devices

5.5.5. Fire fighting equipment

5.5.5.1. Fire pump - test by subjecting fire hose(s) to fire pump pressure.

5.5.5.2. Portable fire extinguishers.

5.5.5.3. Fixed systems, e.g., C02 cylinders.

5.5.6. Steering apparatus

5.5.7. Miscellaneous systems and equipment

5.5.7.1. Harbor charts.

5.5.7.2. Ground tackle and mooring lines.

5.5.7.3. Whistle/fog horn, bell.

5.5.7.4. Lighted compass.

5.5.7.5. Radar.

5.5.7.6. 2-way radio capable of Bridge-to-Bridge communications.

5.5.7.7. Current license.

5.5.7.8. Operator qualifications.

5.6. Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement-is that contained in paragraph 4.7 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

5.7. Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

5.7.1. Safety of operations. Insure the following are present and in working condition:

5.7.1.1. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.

5.7.1.2. Fire extinguishers sufficient for the size of the vessel operated.

5.7.1.3. Radio (with battery backup) capable of Bridge-to-Bridge communications.

5.7.1.4. Anchor/chain sufficiency for the size of the vessel operated.

5.7.1.5. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

5.7.2. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:

5.7.2.1. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

5.7.2.2. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.

5.7.2.3. Ensure no bare or exposed electrical wires or connections are located in the passenger area.

5.7.2.4. Validate that sufficient unobstructed exits are present and marked in English.

5.7.2.5. Verify that no missile hazards, gear adrift, or trip hazards exist.

5.7.3. The following shall be conspicuously displayed, in English:

5.7.3.1. Passenger/weight capacity.

5.7.3.2. Location and number of life jackets.

5.7.3.3. Location of life saving equipment.

5.7.3.4. Locations of exits (if not obvious).

5.8. Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

5.9. If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

Attachment 17 - REQUEST FOR SANITARY INSPECTION

SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
FLC YOKOSUKA
PSC 473 BOX 11
FPO AP 96349

Dear Sir:

We are interested in supplying (e.g. specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

Attachment 18 - NATIONAL PRIMARY DRINKING WATER REGULATIONS (NPDWR) TREATED WATER QUALITY STANDARDS

1. Contaminant levels for inorganic chemicals (effective 1 January 1993)

CONTAMINANT	*MCLG (mg/L) [1]*	*MCL (mg/L)*	*AL (mg/L [2])*
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0		.015 [4]
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
TOTAL NITRATE AND NITRITE (AS N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE :	4	4	

(1). Maximum contaminant level goal (MCLG). The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are nonenforceable health goals.

(2) Action level (AL). Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90^{th} percentile" level is greater than 0.015 mg/L).

2. Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 - DICHLOROETHANE	0	0.005
1,1 - DICHLOROETHYLENE	0.007	0.007
PARA - DICHLOROBENZENE	0.075	0.075
1,1,1 - TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.6
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 - DICHLOROPROPANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES (TOTAL)	10	10

3. Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) effective 01 January 1993))

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3- CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S (AS DECACHLORBIPHENYL)	0	0.0005
ALDICARB	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10[(1)]

[(1)]. The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

4. Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites that are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Reference (d) contains sampling requirements for the Navy public water system.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Autoanalysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the multiple-Tube Fermentation (MTF) Technique, and the membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use is included in reference (1).

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, except where the State waives this requirement on a case-by-case basis.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the State may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before, unless the MCL has been violated and the system has notified the State (in which case the State may reduce or eliminate the requirement to take the remaining samples).

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms. Or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements that apply when a sample is fecal coliform-positive.

5. Turbidity The MCL for turbidity applies to both community water systems and noncommunity water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at State option).

b. Five turbidity units (maximum) average for 2 consecutive days.

c. These requirements apply to filtered systems until 29 JUNE 1993. The requirements apply to unfiltered systems that the State has determined, in writing, must install filtration until 29 June 1993 or until filtration is installed whichever is later. After the above dates, consult the latest edition of 40 CFR 141.

6. The MCL for Radiological Contaminants are:

Gross alpha particle activity including radium 226 but excluding radon and uranium . . . . . .15 pCi/L
Combined radium-226 and radium 228 . . .. .5 pCi/L
Tritium . . . . .20,000 pCi/L
Strontium-90. . . . . 8 pCi/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

7. Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

Attachment 19:Host Nation Port Fees Agreements SEVENTH Fleet AOR

General(all countries): United States military aircraft, warships, and auxiliaries (including USNS vessels, afloat pre-positioned force ships, and United States flagged, time-chartered vessels) will not pay taxes, tariffs, fees, or duties in foreign ports. In all cases, the U.S. will be liable to pay for specific services rendered at their request.

Additional country-specific language: Additionally, for the following countries, the described fees, dues, use charges will not be paid by the U.S.:

1. Australia

a. For the United States Armed Forces, use of **public services and facilities** owned, controlled or regulated by the Australian government or its instrumentalities, the terms of use, including charges, shall be no less favorable than those available to other users in like circumstances unless otherwise agreed.

b. The United States government will not pay for landing charges for the use of aircraft in any airport in Australia.

c. United States government will not pay toll charges, including light and harbor dues, for the use of port facilities owned, controlled or regulated by the Australian Government, nor shall such vessels be subject to charges, therefore, at these ports.

d. Chapeau Agreement – 1 Dec 1995 (Paragraph 5): In regard to the provision of logistics support, each Party shall provide, upon request and subject to availability, food, water, billeting, transportation, petroleum, oils, lubricants, clothing, communications services, medical services, ammunition, storage services, training services, repair and maintenance services, spare parts and components, access to and use of facilities, base operations support (including construction incident thereto), airfield and port services, as reflected in written arrangements between our national defense organizations. The furnishing of such support shall create a corresponding obligation to provide cash reimbursement, replacement in kind, or replacement of equal value, which shall be discharged, as may be set forth in a written arrangement. Payment, if required, for the provision of such logistics support, shall be calculated upon such terms as are most favorable to the recipient under the national laws of the providing Party.

2. Brunei. The United States government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for vehicles, vessels and aircraft operated by or for the United States Armed Forces.

3. Diego Garcia. The United States government will not pay for the use of anchorage or airfields at Diego Garcia for aircraft and ships owned or operated by or on behalf of the Government of the United States (Collection of dues and charges for use of the anchorage and airfields at Diego Garcia which may be levied by the Commissioner shall be his responsibility).

4. Timor Leste. The United States government will not pay landing, navigation, overflight or parking charges, port and pilotage fees, or overland transit fees for vehicles, vessels, and aircraft owned or operated by or for the U.S. Armed Forces while in the Democratic Republic of Timor-Leste.

5. Japan. The United States government will not pay for tolls, fees or landing charges for vessels, vehicles, and aircraft operated by, for, or under the control of the United States for official purposes.

6. Republic of Korea. The United States government will not pay for tolls, fees or landing charges for vessels, vehicles, and aircraft operated by, for, or under the control of the United States for official purposes.

7. Malaysia. The United government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, while in Malaysia.

8. Micronesia and Marshall Islands. The United States government will not pay taxes, fees or other charges associated with the movement of United States Armed Forces aircraft, vessels and vehicles in the Marshall Islands and the Federated States of Micronesia, including access to and use by them of defense sites, ports, harbors and air-fields. However, the United States government will pay for specific services rendered at their request, including materials received at their request in connection with the use of ports, harbors and airfields in the Marshall Islands and the Federated States of Micronesia.

9. Mongolia. The United States government will not pay for navigation, landing, parking or overflight charges, or tolls or other use charges, while in Mongolia.

10. Palau. The United States government will not pay taxes, fees or other charges associated with the movement of United States Armed Forces aircraft, vessels and vehicles in Palau, including access to and use by them of defense sites, ports, harbors and airfields. However, the Armed Forces of the United States and United States contractors will pay for specific services rendered at their request, including materials received at their request in connection with the use of ports, harbors and airfields in Palau.

11. Papua New Guinea. The United States government will not pay for landing or port fees, navigation or overflight charges, including light and harbor duties, for vehicles, vessels and aircraft operated by or for the United States Armed Forces while in Papua New Guinea.

12. Republic of the Philippines. The United States government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for vehicles, vessels and aircraft operated by or for the United States Armed Forces while in the Philippines.

13. Russia. The United States government will not pay for landing fees, navigation charges, port charges, tolls and similar charges by the Russian Federation, or any subdivision thereof, for the access and movement of aircraft and vessels operated by or for the Government of the United States of America in connection with United States assistance programs in the Russian Federation.

14. Western Samoa. The United States government will not pay for landing or port fees, navigation or overflight charges, or tolls or other charges, including light and harbor dues for United States Armed Forces vessels, vehicles, and aircraft while in Western Samoa.

15. Singapore. The United States government will not pay for landing fees, port dues, customs inspection fees, navigation or overflight charges, or any other charges for United States Armed Forces vehicles, vessels, and aircraft by Singapore which do not constitute fair and reasonable compensation for services requested and received.

16. Solomon Islands. The United States will not pay for landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues for United States Armed vehicles, vessels and aircraft while in Solomon Islands.

17. Tonga. The United States will not pay for landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for United States Armed Forces vehicles, vessels, and aircraft while in Tonga.

Attachment 20:Government Material Available for Use

Table 1 lists the type and location of Government Material available, at the time of contract award, for use in meeting requirements. The order of priority for use of this material is described in the Performance Work Statement paragraph 10.g. The Government provides no warranty that the Government Material listed in Table 1 will be available or usable throughout the period of performance of this contract. Use of this material is intended as a cost-saving measure for the Government where suitable material is available free of charge or at reduced prices to meet contract requirements. Material available from the Host Nation is annotated on the Attachment 2 pricing schedules where this information is available.

Table 1

Country	Port	Material Available	Comments
Japan	Fukuoka	fenders and brows	CFAS Sasebo
Japan	Kagoshima	fenders and brows	CFAS Sasebo
Japan	Miyazaki	fenders and brows	CFAS Sasebo
Japan	Nagasaki	fenders and brows	CFAS Sasebo
Japan	Oita	fenders and brows	CFAS Sasebo
Japan	Shimizu	fenders and brows	CFAY Yokosuka
Japan	Shimoda	fenders	CFAY Yokosuka
Japan	Shimonoseki	fenders and brows	CFAS Sasebo
Japan	Tokyo	fenders and brows	CFAY Yokosuka
Korea	All	2.5 x 3.5M fenders	see schedule comments
Korea	All	40',60',70' brows	see schedule comments
Korea	All	shore power cables	see schedule comments
Korea	Chinhae	fenders and brows	CFAC Chinhae
Singapore	Changi	20 ft brow platform	belong to NRCS
Singapore	Changi	40 ft brow	belong to NRCS
Singapore	Changi	50 ft brow	belong to NRCS
Singapore	Changi	60 ft brow	belong to NRCS
Singapore	Changi	fresh water coupler	belong to NRCS
Singapore	Changi	Potable water hoses	belong to NRCS
Singapore	Changi	Shore Power cables	belong to SUBGRU
Singapore	Changi	Shore Power cables	belong to NRCS
Singapore	Changi	Submarine flyaway kit	belong to SUBGRU
Singapore	Changi	Telephone pier adapters	belong to NRCS
Singapore	Changi	Expeditionary Security Barrier	to be used in lieu of line of demarcation

CONTRACT ADMINISTRATION PLAN

WESTPAC & INDIAN OCEAN REGIONAL HUSBANDING LOGISTICS SERVICES

PROGRAM TITLE: Western Pacific (WESTPAC) and Indian Ocean Regional Husbanding Logistics Services for U.S. Naval Forces

DESCRIPTION OF PROGRAM: This requirement is for regional husbanding logistics services to support U.S. Naval forces and other U.S. Government agencies in WESTPAC and Indian Ocean (excluding U.S. Territories). The program covers four separate and distinct regions: South Asia, Southeast Asia, Australia/Pacific Islands, and East Asia. This is an indefinite-delivery indefinite-quantity (IDIQ) contract and task orders will be issued by authorized ordering officers or FLC Yokosuka contracting officers.

PROCURING CONTRACT OFFICE: U.S. Fleet & Industrial Supply Center, Yokosuka, PSC 473 BOX 11, FPO AP 96349-0011

CONTRACT ADMINISTRATION OFFICE: U.S. Fleet & Industrial Supply Center, Yokosuka (including sites and detachments)

Note: Prior to award of regional contracts, Contracting Officer Representatives (CORs) will be assigned to specific contracts, ports, and/or countries. Additionally, 30 days after award, Administrative Contracting Officers (ACOs) will be assigned.

PAYING OFFICE: Payment will be made either by the ship's disbursing office or the Defense Finance Accounting Service in Yokota. Individual task orders will identify the office making payment.

1. PURPOSE: The purpose of this Contract Administration Plan (CAP) is to:

- Identify key contract administration milestones
- Provide a consistent and uniform approach through the WESTPAC and the Indian Ocean for monitoring performance requirements
- Identify key roles and responsibilities
- Outline the ordering and invoice processes
- Outline the cost reporting process
- Outline the past performance documentation process

2. CONTRACT ADMINISTRATION MILESTONES:

Event	Milestone Date	Government Person Responsible
1. Provide minimum IDIQ funds for award	90 days before award	Fleet
2. Write COR's designation	Prior to Award	Contracting Officer

letter		
3. Award contracts	Award date	Contracting Officer
4. Write ACO's designation letter	30 days after award	Contracting Officer
5. Prepare funded delivery orders	When service required	Authorized Ordering Officer or Contracting Officer
6. Establish schedule with contractor of actions and deliverables	30 days after award	COR or Contracting Officer
7. Hold post-award orientation meeting	30 days after award	Contracting Officer and COR
8. Obtain contractor's schedule of any actions during phase-in	45 days after award	Contracting Officer and COR
9. Schedule quarterly performance meetings & notify participants	45 days after award	Contracting officer and COR
10. Provide quarterly and semi-annual input for performance assessments (i.e., QASP/CPARS)	45 days after award	Fleet, COR, Contractor, Contracting Officer
11. Notify COR/Contracting Officer of need to exercise option for additional service periods	60 days prior to the end of an option period	Fleet
12. Notify contractor of intent to exercise option	45 days prior to the end of an option period	Contracting Officer
13. Option exercised, if appropriate	30 days prior to end of option period	Contracting Officer
14. Document contractor performance for past performance purposes (i.e., CPARS)	Semi-annually after contract award	COR, Contracting Officer
15. Close-out contract file	180 days after contract complete	Contracting Officer

3. MONITORING CONTRACTOR PERFORMANCE: Contract performance will be monitored and feedback provided in accordance with the Quality Assurance Surveillance Plan (QASP) and Contractor Performance Assessment Reporting System (CPARS). The contract contains negative incentives if metric goals, as identified in the QASP, are not achieved. Documentation of performance through the QASP will be performed on a quarterly basis and the CPARS will be performed on a semi-annual basis.

The QASP will monitor the following areas:

- Adherence to Port Visit Cost Reporting
  - Timeliness of cost estimates received
  - Timeliness of final cost estimates
  - Cost reporting submittal accuracy and completeness
  - Maintenance and accuracy of contractor online pricing application

- Fair and Reasonable Pricing for Non-Contract Items
  - Competition promoted to the maximum extent
  - Documentation of reasonableness
  - Maintenance and accuracy of contractor online pricing application

- Customer Satisfaction
  - Ship's satisfaction with contractor services
- Cost Savings

CPARS will monitor performance in the following areas:

- Quality of Product or Service
  - Are reports/data accurate?
  - Does the product or service provided meet the specifications of the contract?
  - Does the contractor's work measure up to commonly accepted technical or professional standards?
  - What degree of Government technical direction was required to solve problems that arise during performance?

- Schedule
  - Assess the timeliness of the contractor against the completion of the task orders, milestones, delivery schedules, and administrative requirements
  - This assessment of the contractor's adherence to the required delivery schedule should include the contractor's efforts during the assessment period that contributes to or affect the schedule variance.

- Cost Control
  - Does the contractor keep within the estimated costs?
  - Did the contractor do anything innovative that resulted in cost savings?
  - Were invoices accurate, complete and timely?

- Business Relations
  - Is the contractor oriented toward the customer?
  - Is interaction between the contractor and the government satisfactory or does it need improvement?
  - Address the timeliness of awards to subcontractors and management of subcontractors, including subcontract costs. Consider efforts taken to ensure early identification of subcontract problems and the timely application of corporate resources to preclude subcontract problems from impacting overall prime contractor performance.

  - Assess the prime contractor’s effort devoted to managing subcontracts and whether subcontractors were an integral part of the contractor’s team.

- Management of Key Personnel
  - How well did the contractor match the qualifications of the key position, as described in the contract, with the person who filled the key position?
  - Did the contractor support key personnel so they were able to work effectively?
  - If a key person did not perform well, what action was taken by the contractor to correct this?
  - If a replacement of a key person was necessary, did the replacement meet or exceed the qualifications of the position as described in the contract schedule?

4. ROLES AND RESPONSIBILITIES: The following outlines the major roles and responsibilities for contract administration purposes.

Contracting Officer: Contracting officers assigned to this contract are responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, safeguarding the interests of the United States in its contractual relationships.

In order to perform these responsibilities, contracting officers assigned to this contract are allowed wide latitude to exercise business judgment. Contracting officers must:

- Ensure that the requirements of the pertinent laws, regulations, etc., have been met;
- Ensure that sufficient funds are available for obligation;
- Ensure that contractors receive impartial, fair, and equitable treatment; and
- Request and consider advice of specialists in audit, law, logistics, transportation, and other fields, as appropriate.
- Make fair and reasonable determinations for all non-priced line items with an extended value greater than $25,000.
- Notify the Ordering Activity when quoted prices cannot be determined fair and reasonable.

Contracting officers must also perform the actions required for the business relationship:

- Interpreting and implementing diverse contract terms and conditions;

- Analyzing costs;
- Issuing changes and negotiating modifications to the contract; and
- Organizing and coordinating efforts of all the functional specialists who comprise the contract administration team.
- Monitor timeliness of required reports from the HS Contractor (e.g. pre-arrival cost estimates);
- Determine whether there is sufficient rationale to add previously ordered, non-priced items to the contract as fixed prices;
- Monitor contract performance data and track performance metrics as required by the QASP;
- Annually assess the HS Contractor’s performance in the Contractor Performance Assessment Reporting System (CPARS).

Contracting Officer Representatives (CORs): Various CORs may be assigned to this contract. The responsibilities of the CORs are:

- Monitoring contract performance on behalf of the contracting officer;
- Monitor compliance with the terms and conditions of the contract;
- Providing technical advice/recommendations/clarifications of requirements to the ship;
- Coordinating LOGREQ information;
- Working with database information;
- Liaison between the ships and contractor;
- Informing the contracting officer of performance problems;
- Furnishing the contracting officer of conference report;
- Coordinating with the contracting officer corrective actions, when necessary;
- Coordinating with the contracting officer on the content of any contractually significant correspondence addressed to the contractor;
- Monitoring financial management controls;
- Reviewing contractor invoices, when requested;
- Assembling the documentation for quarterly QASP reviews and semi-annual CPARS; and
- Maintaining a file system.
- Review LOGREQs and provide feedback to the Ordering Officer;
- When requested, assist the Ordering Officer with invoice reconciliation;
- Submit a quarterly report to the Contracting Officer which addresses HS Contractor performance concerns.

NOTE: The COR is not an administrative contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the performance work statement (PWS) in the contract. When in the opinion of the contractor, the COR requests effort outside the existing scope of the contract, the contractor shall promptly notify the contracting officer in writing. No action shall be taken by the contractor under such direction, until the contracting officer has issued a modification to the contract, or until the issue is resolved.

Ordering Officers: The contract allows U.S. Navy Supply Officers assigned to a ship or and other designated personnel authorized in the contract to place task orders off the contract as ordering officers. The responsibilities of the ordering officers are as follows:

- Issuance of delivery/task orders;
- Obligating funds when issuing task orders;
- Authorize performance;
- Complying with ordering procedures;
- Bring to the attention of the contracting officer or COR any significant deficiencies with respect to contractor performance, deliveries, or actions which might jeopardize contract performance;
- Notify the contracting officer or COR if the contractor is of the opinion the task order is deficient or beyond the scope of the basic contract;
- Monitoring services of the contractor;
- Providing feedback on contractor performance;
- Notifying the contracting officer when cost estimates are not provided in a timely manner;
- Notifying the contracting officer of invoice discrepancies or overcharges; and
- Maintaining contractual records of task orders.
- Make fair and reasonable determinations for all non-priced items with an extended cost of less than $25,000;
- Review contractor invoices prior to payment;
- Arrange for payment of finalized invoices prior to departure.

Prohibitions: The COR and ordering officers are prohibited from:

- Modifying any of the stated terms of the contract;
- Taking any action, either directly or indirectly, that could result in change in pricing, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the basic contract;
- Direct the accomplishment of effort which would exceed the scope of the basic contract and delivery/task order;
- Taking action with respect to termination, except to notify the contracting officer that the action is desired;
- Giving guidance to the contractor, either orally or in writing, that might be interpreted as a change to the scope of the terms of the contract; and
- Directing the contractor to begin work prior to the order date.

5. ORDERING AND INVOICE PROCESS: Task orders for husbanding services are normally provided by the ship's Supply Officer with contracting authority delegated through the Type Commanders (TYCOMs). In unique instances, the Contracting Officer may issue task orders on behalf of the ships for husbanding services. Task orders relating to Operations Other Than War (OOTW) will normally be issued by a warranted contracting officer.

For husbanding services, the ship provides a Logistics Requisition (LOGREQ) through as a Naval Message to the organizations responsible for coordinating the order (e.g., FLCY's Logistics Support Center (LSC) and Defense Attaché Office (DAO)) with the husbanding contractor. The COR (within the LSC) will pass the LOGREQ to the Contracting Officer for review and feedback on possible contractual issues/concerns. The COR will review the LOGREQ for quality and cost saving recommendation purposes and provide information back to the ship. The COR will also pass the LOGREQ on to the husbanding contractor on behalf of the ship. Once the husbanding contractor receives the LOGREQ, the husbanding contractor will provide a cost estimate to the Contracting Officer, and ship. The COR and contracting officer will review the cost estimate to ensure items are priced in accordance with the contract. In cases where ships visit non-priced ports or is ordering non-priced items, the Contracting Officer will be responsible for negotiating these items when it is outside the contracting authority of the Ship's Supply Officer(using the online pricing application). The COR will notify the ship of the results of the negotiated prices. The goal is the timely resolution of all pricing issues prior to the port visit. If prices are not negotiated prior to the visit, prices need to be negotiated before the the non-priced services are provided. If there are any disputes regarding the prices, the Contracting Officer has the responsibility to resolve the

issue. Once the Contracting Officer determines the resolution, the COR will inform the ship of what actions are required for payment purposes.

For husbanding services, invoices shall be submitted to the ship's Supply Officer and payment will normally be made by the ship's disbursing office prior to the ship's departure. In instances where there is a dispute or invoices can not be paid by the ship's disbursing office, invoices will be submitted to the contracting officer and payment will be made by DFAS Yokota. For OOTW task orders, a warranted contracting officer will negotiate and issue the orders and invoices will normally be paid out of DFAS Yokota. In all cases, the contractor is responsible for reporting all expenditures under the contract through the LogSSR and online pricing application.

6. COST REPORTING PROCESS: The Contractor is responsible for fully participating in the execution of the LogSSR and online pricing application. Requirements for these reports are contained in Attachment (8) and quality monitoring procedures are outlined in Attachment (10) QASP.

7. PAST PERFORMANCE DOCUMENTATION PROCESS: The COR and contracting officer will be responsible for documenting past performance through the CPARS system. There will be one final record annually, with an interim review every six months. The COR will be responsible for collecting and forwarding relevant past performance information to the contracting officer. CPARS records will be forwarded to the contractor for review and an opportunity to provide any feedback on negative performance documented in the record.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	29-Sep-2013	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC YOKOSUKA (CODE 200) CONTRACTING DEPARTMENT PSC 473 BOX 11 FPO AP 96349-0011	N62649	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. (b)(6), (b)(7)(C) 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N62649-11-D-0021
	X	10B. DATED (SEE ITEM 13) 15-Sep-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Per FAR 52.212-4 (m) – Termination for Cause
	D. OTHER (Specify type of modification and authority)

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

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

Modification Control Number: nzzwnm011321202

This modification confirms the termination for cause notice that was separately sent to GDMA by CDR Axinto, Director of Contracting, NAVSUP FLC Yokosuka.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 01-Oct-2013

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	15-Oct-2012	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC YOKOSUKA (CODE 200) CONTRACTING DEPARTMENT PSC 473 BOX 11 FPO AP 96349-0011	N62649	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N62649-11-D-0021
	X	10B. DATED (SEE ITEM 13) 15-Sep-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzkny0113177

A. The following changes are hereby made to the contract referenced in ITEMs 10A and 10B above:

See the continuation sheet

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY (b)(6), (b)(7)(C) (Signature of Contracting Officer)	09-Oct-2012

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $8,056,687.00 from $8,056,687.00 (EST) to $16,113,374.00 (EST).

The order period end date has changed from 14-Oct-2012 to 14-Oct-2013.

The order period start date has changed from 15-Oct-2011 to 15-Oct-2012.

SUPPLIES OR SERVICES AND PRICES

CLIN 1004

The option status has changed from Option to Option Exercised.

SUBCLIN 1004AA

The option status has changed from Option to Option Exercised.

SUBCLIN 1004AB

The option status has changed from Option to Option Exercised.

SUBCLIN 1004AC

The option status has changed from Option to Option Exercised.

SUBCLIN 1004AD

The option status has changed from Option to Option Exercised.

SUBCLIN 1004AE

The option status has changed from Option to Option Exercised.

SUBCLIN 1004AF

The option status has changed from Option to Option Exercised.

(End of Summary of Changes)

The following items are applicable to this modification:

B. Pursuant to the authority cited in ITEM 13.D above, the Government hereby exercises the option to extend the term of the contract from 15 October 2012 through 14 October 2013 (Option Year I of IV).

C. As a result of this modification, the estimated contract amount is increased by $8,056,687.00 from $8,056,687.00 to a new estimated total contract amount of $16,113,374.00.

D. Other terms and conditions remain the same.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
A00007	05-Sep-2012	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC YOKOSUKA (CODE 200) CONTRACTING DEPARTMENT PSC 473 BOX 11 FPO AP 96349-0011	N62649	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N62649-11-D-0021
	X	10B. DATED (SEE ITEM 13) 15-Sep-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzkny011220599

A. The following change is made to the contract referenced in ITEMs 10A and 10B above:

Change the procuring contracting officer (PCO) as follows:
From:
To: (b)(6), (b)(7)(C)

The PCO contact information:
Tel: (b)(6), (b)(7)(C)
E-mail: (b)(6), (b)(7)(C)@fe.navy.mil

B. Other terms and conditions remain the same.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
_____ (Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 05-Sep-2012

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
A00006	11-Aug-2012	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC YOKOSUKA (CODE 200) CONTRACTING DEPARTMENT PSC 473 BOX 11 FPO AP 96349-0011	N62649	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. (b)(6), (b)(7)(C) 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N62649-11-D-0021
	X	10B. DATED (SEE ITEM 13) 15-Sep-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract provision 52.212-4(c)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzkny011219268

A. The following change is hereby made to the contract referenced in ITEMs 10A and 10B above.

B. The following location is incorporate for Lot 94 Korea All Other Ports.

Pyongtaek

C. Other terms and conditions remain the same.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 11-Aug-2012

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
A00005	05-Apr-2012	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC YOKOSUKA (CODE 200) CONTRACTING DEPARTMENT PSC 473 BOX 11 FPO AP 96349-0011	N62649	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. (b)(6), (b)(7)(C) 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N62649-11-D-0021
	X	10B. DATED (SEE ITEM 13) 15-Sep-2011

CODE QB341	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

Modification Control Number: nzzkny011211323

A. The following changes are hereby made to the contract referenced in ITEMs 10A and 10B above.

B. Cancel an administrative modification no. A00004 dated 5 April 2012.

C. Change the description specified in paragraph 9.g of Performance Work Statement (PWS) on page 18 of 189 as follows:

From: Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

To: Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. Should husbanding agent receive mail after ships depart they should contact the Fleet Mail Center in Yokohama at 81-45-872-6742/6532.

D. Other terms and conditions remain the same.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
_____ (Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 05-Apr-2012

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
J	1	42

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
A00004	05-Apr-2012	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC YOKOSUKA (CODE 200) CONTRACTING DEPARTMENT PSC 473 BOX 11 FPO AP 96349-0011	N62649	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. (b)(6), (b)(7)(C) 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N62649-11-D-0021
	X	10B. DATED (SEE ITEM 13) 15-Sep-2011

CODE QB341 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract provision 52.212-4(c)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzkny011211316

A. The following changes are hereby made to the contract referenced in ITEMs 10A and 10B above:

(See the continuation sheet)

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 05-Apr-2012

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

PERFORMANCE WORK STATEMENT

SCHEDULE OF SUPPLIES/SERVICES AND PRICES

Note 1: U.S. FISC YOKOSUKA - The official command name for U.S. Fleet and Industrial Supply Center (FISC) Yokosuka changed 1 July 2011. As of 1 July 2011, the official command name for U.S. Fleet and Industrial Supply Center (FISC) Yokosuka will be: NAVSUP Fleet Logistics Center Yokosuka (FLCY). Accordingly, all references throughout the contract have been updated to reflect this name change.

Note 2: This contract is limited to Region 4 (East Asia), Lots 82-99.

A. GENERAL

This contract is for performance of maritime husbanding support for U.S Navy ships visiting ports and operating in Region 4 of the Western Pacific and Indian Ocean. Additionally, the husbanding contractor may be called upon to provide services in support of Operations Other Than War (OOTW) within a Region's territorial boundaries. The Regions, countries and major ports included in each region are as follows:

Region 1 – South Asia (7 countries, 4 major ports)	
Bangladesh	Maldives • Male
Bhutan	Nepal (OOTW)
Burma	Sri Lanka
India • Chennai • Goa • Mumbai	
Region 2 – Southeast Asia (12 countries, 19 major ports)	
Brunei • Muara	Philippines • Manila • Puerto Princesa • Subic Bay
Cambodia • Sihanoukville	Malaysia • Kemaman • Kota Kinabalu • Penang • Sepangar
China • Hong Kong	Singapore • Changi • Sembawang
Indonesia • Bitung • Jakarta • Surabaya	Taiwan
Laos (OOTW)	Thailand • Laem Chabang • Phuket

	• Sattahip
Palau	Vietnam • Da Nang
Region 3 – Australia and the Pacific Islands (17 countries, 8 major ports)	
Antarctica	New Caledonia • Noumea
Australia • Brisbane • Darwin • Fremantle • Sydney	New Zealand
East Timor • Dili	Papua New Guinea
Fiji	Solomon Islands • Honiara
French Polynesia	Tonga • Nuku Alofa
Kiribati	Tuvalu
Marshall Islands	Vanuatu
Micronesia	Western Samoa
Nauru	
Region 4 – East Asia (4 countries, 12 major ports)	
Japan • Fukuoka • Kagoshima • Maizuru • Nagasaki • Osaka • Shimoda • Tokyo	South Korea • Chinhae • Pohang • Busan • Donghae
Mongolia (OOTW)	Russia • Vladivostok

Region Item and Price Structure

Major ports are indicated by name of port (e.g., Goa, Vladivostok, Sydney, etc.). A fully priced proposal must be received for ALL line items in a Region for it to be considered acceptable. For OOTW, a proposal only for Management Fees is required.

The contract is sub-divided into Lots. Targeted lots are identified in bold print below and by highlighted tabs in Attachment 2, Pricing Schedule. Lots may be for individual ports or they may include several ports under one Lot. For this contract, the following Lots apply:

Region 1 – Lots 01 – 15 (7 countries, 4 major ports)

Lot 01 – Bangladesh, All Ports, Husbanding Services and OOTW
Lot 02 – Burma (Myanmar), All Ports, Husbanding Services and OOTW
Lot 03 – India, Chennai, Husbanding Services and OOTW (*)
Lot 04 – India, Goa, Husbanding Services and OOTW (*)
Lot 05 – India, Mumbai, Husbanding Services and OOTW (*)
Lot 06 – India, All Other Ports, Husbanding Services and OOTW
Lot 07 – Maldives, Male, Husbanding Services and OOTW (*)
Lot 08 – Maldives, All Other Ports, Husbanding Services and OOTW
Lot 09 – Sri Lanka, All Ports, Husbanding Services and OOTW

Lot 10 – Nepal, OOTW
Lot 11 – Bhutan, OOTW
Lot 12 – 15, Reserved

Region 2 – Lots 16 – 51 (12 countries, 19 major ports)

Lot 16 – Brunei, Muara, Husbanding Services and OOTW (*)
Lot 17 – Brunei, All Other Ports, Husbanding Services and OOTW
Lot 18 – Cambodia, Sihanoukville, Husbanding Services and OOTW (*)
Lot 19 – Cambodia, All Other Ports, Husbanding Services and OOTW
Lot 20 – China, Hong Kong, Husbanding Services and OOTW (*)
Lot 21 – Indonesia, Bitung, Husbanding Services and OOTW (*)
Lot 22 – Indonesia, Jakarta, Husbanding Services and OOTW (*)
Lot 23 – Indonesia, Surabaya, Husbanding Services and OOTW (*)
Lot 24 – Indonesia, All Other Ports, Husbanding Services and OOTW
Lot 25 – Palau, All Ports, Husbanding Services and OOTW
Lot 26 – Philippines, Manila, Husbanding Services and OOTW (*)
Lot 27 – Philippines, Puerto Princesa, Husbanding Services and OOTW (*)

Lot 28 – Philippines, Subic Bay, Husbanding Services and OOTW (*)
Lot 29 – Philippines, All Other Ports, Husbanding Services and OOTW (*)
Lot 30 – Malaysia, Kemaman, Husbanding Services and OOTW (*)
Lot 31 – Malaysia, Kota Kinabalu, Husbanding Services and OOTW (*)
Lot 32 – Malaysia, Penang, Husbanding Services and OOTW (*)
Lot 33 – Reserved
Lot 34 – Malaysia, Sepangar, Husbanding Services and OOTW (*)
Lot 35 – Malaysia, All Other Ports, Husbanding Services and OOTW
Lot 36 – Singapore, Changi, Husbanding Services and OOTW (*)
Lot 37 – Singapore, Sembawang, Husbanding Services and OOTW (*)
Lot 38 – Taiwan, All Ports, Husbanding Services and OOTW
Lot 39 – Thailand, Laem Chabang, Husbanding Services and OOTW (*)
Lot 40 – Thailand, Phuket, Husbanding Services and OOTW (*)
Lot 41 – Thailand, Sattaship, Husbanding Services and OOTW (*)
Lot 42 – Thailand, All Other Ports, Husbanding Services and OOTW
Lot 43 – Vietnam, Da Nang, Husbanding Services and OOTW (*)
Lot 44 – Vietnam, All Other Ports, Husbanding Services and OOTW
Lot 45 – Laos, OOTW
Lot 46 – China, OOTW
Lots 47 – 51, Reserved

Region 3 – Lots 52 – 81 (17 countries, 8 major ports)

Lot 52 – Australia, Brisbane, Husbanding Services and OOTW (*)
Lot 53 – Australia, Darwin, Husbanding Services and OOTW (*)
Lot 54 – Australia, Fremantle, Husbanding Services and OOTW (*)
Lot 55 – Australia, Sydney, Husbanding Services and OOTW (*)
Lot 56 – Australia, All Other Ports, Husbanding Services and OOTW
Lot 57 – East Timor, All Ports, Husbanding Services and OOTW (*)
Lot 58 – Reserved
Lot 59 – Fiji, All Ports, Husbanding Services and OOTW
Lot 60 – French Polynesia, All Ports, Husbanding Services and OOTW
Lot 61 – Kiribati, All Ports, Husbanding Services and OOTW
Lot 62 – Marshall Islands, All Ports, Husbanding Services and OOTW
Lot 63 – Micronesia, All Ports, Husbanding Services and OOTW
Lot 64 – Nauru, All Ports, Husbanding Services and OOTW

Lot 65 – New Caledonia, Noumea, Husbanding Services and OOTW (*)
Lot 66 – New Caledonia, All Other Ports, Husbanding Services and OOTW
Lot 67 – New Zealand, All Ports, Husbanding Services and OOTW
Lot 68 – Papua New Guinea, All Ports, Husbanding Services and OOTW
Lot 69 – Solomon Islands, Honiara, Husbanding Services and OOTW (*)
Lot 70 – Solomon Islands, All Other Ports, Husbanding Services and OOTW
Lot 71 – Tonga, Nuku Alofa, Husbanding Services and OOTW (*)
Lot 72 – Tonga, All Other Ports, Husbanding Services and OOTW
Lot 73 – Tuvalu, All Ports, Husbanding Services and OOTW
Lot 74 – Vanuatu, All Ports, Husbanding Services and OOTW
Lot 75 – Western Samoa, All Ports, Husbanding Services and OOTW
Lot 76 – Antarctica, OOTW
Lots 77 – 81, Reserved

Region 4, Lots 82 - 99 (4 countries, 12 major ports)

Lot 82 – Japan, Fukuoka, Husbanding Services and OOTW (*)
Lot 83 – Japan, Kagoshima, Husbanding Services and OOTW (*)
Lot 84 – Japan, Maizuru, Husbanding Services and OOTW (*)
Lot 85 – Japan, Nagasaki, Husbanding Services and OOTW (*)
Lot 86 – Japan, Osaka, Husbanding Services and OOTW (*)
Lot 87 – Japan, Shimoda, Husbanding Services and OOTW (*)
Lot 88 – Japan, Tokyo, Husbanding Services and OOTW (*)
Lot 89 – Japan, All Other Ports, Husbanding Services and OOTW (*)
Lot 90 – South Korea, Busan, Husbanding Services and OOTW (*)
Lot 91 – South Korea, Chinhae, Husbanding Services and OOTW (*)
Lot 92 – South Korea, Donghae, Husbanding Services and OOTW (*)
Lot 93 – South Korea, Pohang, Husbanding Services and OOTW (*)
Lot 94 – South Korea, All Other Ports, Husbanding Services and OOTW
Lot 95 – Russia, Vladivostok, Husbanding Services and OOTW (*)
Lot 96 – Russia, All Other Ports, Husbanding Services and OOTW
Lot 97 – Mongolia, OOTW
Lots 98 – 99, Reserved

Line Items used in the Performance Work Statements and in the Pricing sheets for all Regions are outlined as follows:

XX01	Husbanding Services (Anchorage and Pierside)
XX02	Trash Removal
XX03	Fleet Landing
XX04	Brow Services
XX05	Ship Movements Services
XX06	Water Ferry/Taxi Services
XX07	General Charter and Hire Items
XX08	Collection, Holding, and Transfer (CHT)
XX09	Fresh Potable Water
XX10	Ship's Utility Services
XX11	Land Transportation (Personnel) Service
XX12	Telephone Services and Communications Equipment

XX13	Force Protection Barriers
XX14	Force Protection Personnel
XX15	Force Protection Supplies
XX16	Airport/Cargo & Material Handling (Port Handling Costs)
XX17	Provisions
XX18	Fuel
XX19	Other Port Services
XX20	Incidentals
XX21	Operation Other Than War (OOTW)
XX22	Cost Reporting

B. PRICING

Except for Port Tariffs, unit prices for all contract items described below shall be inclusive of all necessary equipment, licensed operators, all liability insurance as required by local law, holiday and overtime costs, customs clearances, and fuel and operating expenses.

1) Fixed Prices are required in the Pricing Schedule except where Port Tariff (PT) prices, To Be Determined (TBD) prices, or Not Separately Priced (NSP) have been identified. Services with an estimated quantity of 'No Estimate' are required to be priced in the Attachment 2 schedules and shall be treated as pre-priced items. Pricing for all services other than pre-priced items, PT items, and NSP items shall be arranged using the online pricing application procedures described in Attachment 8. Unless otherwise provided, these Fixed Prices shall also include performance at night, overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, other inclement weather, or service to tankers and ships carrying explosives. These requirements do not include performance during cyclones or typhoons except where ships are required to depart in advance of cyclones or typhoons as part of a typhoon or cyclone evasion plan. They also include all operating expenses including tugs, barges, trucks, personnel, and customs clearances and any other charges unless specifically exempted by the Government.

2) Port Tariffs will apply to those services which are based on Port Tariff rates established and controlled by Port Authorities. English translated copies of the Port Tariffs must be submitted to the Supply Officer of the ship entering a specific Port and to the NAVSUP Fleet Logistics Center Yokosuka (FLCY) email address specified at the time of contract award.

3) Fees for Husbanding Services cover regular and overtime labor of contractor personnel supporting the ships plus indirect expenses, including all management, overhead and office expenses. The husbanding fees also include costs for arranging supplies and services described herein, costs associated with attendance at periodic meetings and pre-deployment briefings. The husbanding fees represent total compensation for the contractor except for supplies and services with Fixed Prices.

4) OOTW Fees will constitute an all inclusive fixed fee based on a daily fee (per contractor person providing support) for "husbanding" the OOTW effort/logistics support.

5) Purchase Card Surcharge. The U.S. Government reserves the right to make payment by purchase card. All purchase card surcharges will be identified as a separate entry on each invoice. The Government will reimburse administrative surcharges for the lesser of actual fees or 5% for non-priced items only. Applicable purchase card surcharges shall be included in the quoted prices for pre-priced items.

6) If items are made available free of charge or at less than the quoted price by the Government, host nation, or port authority, only mobilization/demobilization charges, not to exceed the quoted unit price, may be

charged. If, for any reason, an item that would otherwise be provided by the Host Nation, Government, or port authority is not available, that item shall be provided by the HSP at the unit price quoted in Attachment 2.

C. PRICING SPREADSHEETS

Pricing spreadsheets are provided by Region as an attachment to this solicitation. The Lots marked in bold print in paragraph A above will be used for price evaluation purposes.

Important Notes

1) Pricing for supplies and services for all countries will be expressed in U.S. dollars and shall be billed in the units of the respective LINE ITEMs.

2) Definitions for the "Unit" abbreviations are as follows:

CM = Cubic Meter
DY = Day (refers to a 24-hour period beginning at start of service unless stated otherwise)
EA = Each
GL = Gallon
HR = Hour
JB = Job
LOT (LT) = A lot (LT) is a deliverable item or group of items with a separate and distinct unit price.
MT = Metric Ton
NSP = Not Separately Priced
PK = Package
PT = Port Tariff
TBD = To Be Determined

3) The Line Item Numbers consist of four numeric digits. XX replacement of any numeric digits make the descriptor generic and applicable to all LINE ITEMs in that series.

4) For pricing sheets identifying "All Other Ports" (AOP) or "All Ports" (AP), prices will be required, if not identified otherwise. Each price shall be a single, per-unit price for the specified supply or service that will apply to any of the ports included in the lot.

5) Historical port visit data for FY07, FY08, and FY09 (partial) has been provided as Attachment (3).

D. Definitions

Barge = Flat-bottomed displacement ships used for carrying or storing cargo, for separation between vessels and other structures, or as a work platform. Barges may or may not be self-propelled.

DESCRIPTION OF CONTRACTUAL SCOPE

This contract is for the provision of maritime husbanding support. It is not for husbanding agency. The holder of this contract is a U.S. Navy contractor. The holder of this contract is not an agent of the U.S. Navy and does not have the authority to bind the U.S. Navy.

Maritime Husbanding Support is defined as: Providing supplies and services as defined in the Performance Work Statement of the contract in support of Naval forces within a port area.

i. This support is provided by a Husbanding Services provider from a standard list of services under contract.
ii. For "Exceptions" items not supported by existing supply chains: e.g. fuel, subsistence, etc.
iii. Includes "Non-Priced" incidentals that cannot be identified in advance, but are in the scope of the contract.

1. The contract is for performance of Maritime Husbanding Support services at any berthing or anchoring location specified in the Attachment 2 schedules. Ordering officers of the United States Coast Guard (USCG) ships, United States Navy (USN) ships, Military Sealift Command (MSC) ships, U.S. Army vessels/ships operating in the Western Pacific and Indian Ocean are authorized to use this contract. The contract may also be used to support other U.S. Government organizations (e.g., National Oceanic and Atmospheric Administration (NOAA) that may require maritime husbanding support services.

For purposes of this paragraph, a U.S. Navy ship is any naval vessel, craft, ship, or service craft included within the scope of subparagraphs 2 and 4 of Article 0406, United States Navy Regulations, 1990. Ship size classifications that are used in the price schedules are listed as an attachment.

2. Husbanding services requirements that may be received by FLC Yokosuka from the other activities identified in paragraph 1 above are within the scope of this contract.

3. This is a Firm-Fixed-Price Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract for husbanding logistics services, services in support of Operations Other Than War (OOTW), and maritime husbanding support to Government teams visiting ports in connection with a ship visit. These service requirements are and defined in the Performance Work Statements (PWS). The "minimum" and "maximum" to be established per FAR Clause 52.216-22 are as follows:

Region	Minimum Quantity ($)	Maximum Quantity ($ Base and all option years)
Region 1, South Asia	$100,000	Sum of CLINs 0002, 1001, 2001, 3001, and 4001
Region 2, Southeast Asia	$100,000	Sum of CLINs 0003, 1002, 2002, 3002, and 4002
Region 3, Australia/Pacific Islands	$100,000	Sum of CLINs 0004, 1003, 2003, 3003, and 4003
Region 4, East Asia	$100,000	Sum of CLINs 0005, 1004, 2004, 3004, and 4004

The minimum contract dollar quantities per contract are for each contract as a whole and there are not separate additional contract dollar quantities for the option periods and/or individual LINE ITEMs.

4. The HS Contractor agrees to furnish the services or supplies at the fixed price listed in the schedules.

5. This contract is for a period of twelve (12) months, effective 30 days after award of the contract, with four (4) one-year options. The contract also includes the clause entitled FAR 52.217-9 Option to extend the Term of the Contract. If all options are exercised under FAR 52.217-9, the duration of this contract is 66 months.

6. The contract will not start for the following countries until the option expires under existing contracts:

Contract becomes effective on 1 Jun 2012 for South Korea.

7. In the event of contingencies in the open ocean such as submarine rescue, the Contracting Officer may issue an order to the contractor that is awarded the husbanding logistics contract in the nearest country in which there is capability to satisfy the requirement.

8. The contract will include the clause entitled FAR 52.237-7023 (Class deviation 2009-00010) Continuation of Essential Contractor Services. Contractors providing services designated as essential contractor services by a DoD component are expected to use their best efforts to continue providing such services, in accordance with the terms and conditions of their contracts even during periods of crisis.

9. For lots identified as "All other Ports" or "All Ports", the geographic scope of the lot, for Purposes of Lot Line Item XX21, OOTW is the entire country listed in the lot. The geographic scope of the lot, for all Lot Line Items other than XX21, is the port locations listed in each lot of the Attachment 2 schedules.

10. Incidentals within the scope of this contract may be classified within one of the following categories:
- Charter and Hire
- Utilities
- Anti-terrorism Force Protection
- Communications
- Transportation
- Lodging
- Port Handling Services
- Other Port Services (Reception Supplies and Services)
- Administrative Supplies

Performance Work Statement (PWS) for Husbanding Services

A. GENERAL OVERVIEW

1. OBJECTIVE

The primary objective of this contract is to obtain Maritime Husbanding Support for U.S. Navy ships and other Government teams supporting ship visits at the locations specified in the Attachment 2 schedules. In addition, the contract may be used to support Operations Other Than War (OOTW) in a respective Region.

2. SCOPE

a. The general scope of this contract and its general conditions are described above. This section provides the detailed Performance Work Statement (PWS) descriptions for applicable Line Items.

b. General Requirements

i. The HS Contractor shall provide timely delivery of quality goods and services at fair and reasonable prices to ships making port visits;

ii. The HS Contractor shall provide timely delivery of supplies and services conforming to this PWS.

iii. The HS Contractor shall assure that supplies and services arranged on behalf of the ship's Supply Officer (SUPPO) or authorized ordering officer conform to the general requirements of the contract and shall assist the SUPPO or authorized ordering officer with resolving any problems in meeting the requirements.

iv. The HS Contractor shall identify representatives to act as the principal points of contact between the HS Contractor and NAVSUP Fleet Logistics Center Yokosuka representatives concerning price and performance issues throughout the Region. These individuals shall facilitate communications among ships, Defense Attaché Offices (DAO), Port Services Officers and FLCY.

v. The HS Contractor shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the U.S. Government.

vi. The HS Contractor shall ensure that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

vii. The HS Contractor shall ensure that subcontractors comply with these requirements.

3. PRICING

a. Except for Port Tariffs, To Be Determined (TBD), and Not Separately Priced (NSP) items, unit prices for all contract items described below shall be inclusive of all other costs including, but not limited to, all necessary equipment, licensed operators, liability insurance as required by local law, holiday and overtime costs, customs clearances, fuel and operating expenses. In those cases where prices are by Ship Class, Attachment # 1 applies. All contract prices are in U.S. Dollars (US$). All taxes and surcharges are included in the unit cost.

b. Fixed prices are required in the pricing schedule except for Port Tariffs, TBD items, or Not Separately Priced (NSP) items. Unless otherwise provided, these prices shall also include performance at night, in overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, or service to tankers and ships carrying explosives. They also include all operating expenses including, but not limited to, tugs, barges, trucks, personnel, and customs clearances.

c. The pricing for all services requiring the use of transportation type conveyances (i.e., trucks, barges for LINE ITEMs for trash removal, CHT removal, potable water, landing barges, oily waste removal, etc) shall include the use of the equipment as required to complete the service in the statement of work without any additional charges for detention or demurrage.

d. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate LINE ITEM in the Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

e. All pre-positioning or pre-staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

f. Repositioning is defined as: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions. Where a ship is at anchorage and the Ordering Activity requests repositioning of equipment, the HS Contractor shall be entitled to additional fees for repositioning to be determined by use of:

   a. Priced sub lot line items, or

   b. Prior agreement of the Ordering Officer in cases where the total repositioning costs do not exceed $25,000

   c. Prior agreement of the FLCY Contracting Officer in cases where the total repositioning costs exceed $25,000.

   In the case of (c) above, the repositioning cost shall be reported and confirmed using the online pricing application procedures described in Attachment 8.

g. When the HS Contractor obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list (e.g. port tariff), then the HS Contractor shall be reimbursed for the published price of the item. The HS Contractor shall not be paid an amount in addition to the published price of the item. A copy of the published price list (e.g. port tariff) shall be provided to the Supply Officer at the time of initial boarding and to the FLCY email address specified at the time of contract award for each region with the pre-arrival cost estimate.

h. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and/or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged. For the purposes of this contract, one (1) day is equal to 24 hours and begins with the performance of service. For example, service from 1800 until 1800 the next calendar day is equal to one (1) day of service. In cases where the billing unit is ‘day’ and a full day of service is not used by the Ordering Activity, the HS Contractor shall be entitled to bill for one day of service. For example, if a sub lot line item with a billing unit of day were ordered and used for 30 hours, the HS Contractor would be entitled to bill for two days of service. In cases where the ship does not arrive at the time specified in the ordering LOGREQ and services are made available based upon the time requested in the ordering LOGREQ, billing for services may commence at the time requested by the Government unless notice of cancellation is provided by the Ordering Activity or the organization authorized to pass this information on behalf of the Ordering Activity.

i. Demurrage charges shall only be charged if the HS Contractor’s service is unduly delayed due to the fault of the U.S. Government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but, due to the fault of the government, was not attended to until 1500 hrs when pumping begins. The HS Contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs).

j. Port Tariffs will apply to those services that are based on the Port Tariff rates established and controlled by the Port Authorities. The abbreviation "PT" in the pricing schedule identifies the port tariff items that the HS Contractor is not required to price.

k. Fees for husbanding services cover regular and overtime labor of HS Contractor personnel supporting the ships plus all indirect expenses, including all management, overhead and office expenses. The husbanding fees also include costs for arranging supplies and services described herein, costs associated with attendance at periodic meetings with the exception of travel expenses described in this paragraph. The husbanding fees represent total compensation for the HS Contractor except for supplies and services with fixed prices or incidentals. Travel expenses incurred by the HS Contractor in support of a LRT or advance ship detachment will be reimbursed based upon actual receipts and in accordance with the JTR guidelines. Travel expenses will be reimbursed upon presentation of documentation to the ordering activity. Any air transportation will be reimbursed at the economy class fare.

l. OOTW will constitute a fixed fee based on a daily rate (per HS Contractor person providing support) for "husbanding" the OOTW effort/logistical support.

m. The U.S. Government reserves the right to make payment by purchase card.

n. The services at anchorage shall be provided at all anchorage points assigned by the local port authority.

o. As part of the husbanding service provider's proposal, a purchasing process and system for pricing items along with an Online Pricing Application(see Attachment 8 for the PWS for the Online Pricing Application requirements) was proposed and accepted by the Government which included sufficient safeguards so that the Contracting Officer or Authorized Government Representative may determine the prices as fair and reasonable. Pricing of supplies and services for items not pre-priced within a lot line item (e.g., incidentals, OOTW supplies or services, fuel, and provisions) shall be in accordance with the husbanding service contractor's proposed purchasing/pricing process (implemented by the online pricing application) that was accepted by the Government upon contract award.

p. The HS Contractor will be fully compensated for all services including pre-priced, port tariff, TBD, fuel, provisions, and incidentals. Port tariff items will be reimbursed at actual cost. Provisions (XX17) and fuel (XX18) shall also be invoiced and reimbursed at actual cost. Any HS Contractor fee for acquiring and arranging for these items shall be included in the corresponding Line Items XX17AA (for provisions) and XX18AA (for fuel).

q. Several Lot Line Item services are based on volume (e.g. trash removal, CHT, potable water, and oily waste removal). Volume-based services shall be priced at the same unit price specified in the Attachment 2 schedules, regardless of the class of vessel requiring the services. For example, a class V vessel requiring 1000 CM of CHT removal would be charged the same unit price as a class II vessel requiring 100 CM of CHT removal.

4. QUALITY

a. The HS Contractor shall provide the timely delivery of goods and services at fair and reasonable prices to ships making port visits, provide continuous oversight of costs and performance throughout the area covered by this contract, and make meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. The HS Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning price performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Operations Officers, and FLCY. The contract will not specify how the HS Contractor is to perform, but measurable performance standards are established in the Quality Assurance Surveillance Plan (QASP) to monitor contract performance during each ship's visit.

b. The quality of all services or supplies provided shall conform at least to commercial standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

c. The performance standards are explained in the Quality Assurance Surveillance Plan (QASP), Attachment 10. The performance standards are:

i. Timely submission of pre-arrival cost estimates (described para.5 (a) below) NLT 48 hours after receipt of the ordering logisitics requirement (LOGREQ) message. In the event that the LOGREQ is received after 48 hours prior to the ship's arrival, the pre-arrival cost estimate shall be provided as soon as practicable, but in no case later than 48 hours after receipt of the ordering LOGREQ;

ii. Timely submission of Logistics Support Services Repository (LogSSR) cost report within seven (7) calendar days from the completion of the ship's visit;

iii. Accuracy of the actual (final) LogSSR report and pre-arrival cost estimate;

iv. Ship's satisfaction with the contractor's services during the port visit as identified in the ship's port visit cost report; and

v. Adherence to the pricing process proposed and accepted by the Government for non-priced items and timely submission of all information and documentation within the Online Pricing Application.

vi. HS Contractor Suggestions for cost savings and/or cost avoidance.

d. The percentile goals are fixed for each factor within the QASP. The failure of the HS Contractor to meet the percentile goal for any factor will be investigated and evaluated by the Contracting Officer. The HS Contractor will be given the opportunity to refute an adverse assessment prior to finalizing the metric for a quarter.

5. LOGISTICS RESPONSE TEAM

In the event that a Logistics Response Team for a ship arrives in port prior to the ship's arrival, the HS Contractor will assist the logistics response team by providing logistical support and coordinating all requirements.

When the HS Contractor provides support for a Logistics Response Team so that it can perform its mission, the HS Contractor is entitled to bill at the "Subsequent Days" daily rate for husbanding services for each day of support provided "in person" to the logistics response team.

a. Pre-arrival Cost Estimate - The HS Contractor shall furnish to each ship and FLCY email address specified at the time of contract award, a pre-arrival cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the Attachment 2 spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-priced items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff." This estimate shall be provided to the ship and FLCY Yokosuka email address specified at the time of contract award for each region within 48 hours after receipt of the LOGREQ. This report shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs. The LOGREQ, when submitted by, under authority of, or on behalf of an Ordering Activity, is an order under this contract for pre-priced items. Non-priced items ordered on the LOGREQ become orders only after prices have been determined fair and reasonable and are agreed upon by the Ordering Officer or by a FLCY Contracting Officer. For non-priced items with an extended cost less than $25,000, either the Ordering Officer or the FLCY Contracting Officer may determine if a quoted price is fair and reasonable. For non-priced items with an extended cost greater than $25,000, only the FLCY Contracting Officer may determine if a quoted price is fair and reasonable. Required approvals and determinations of fair and reasonable pricing by the FLCY Contracting Officer (>$25,000 extended price)

will be made by confirming the prices and documentation posted to the online pricing application. Approvals and fair and reasonable determinations that may be made by either the Ordering Officer or FLCY Contracting Officer (<$25,000 extended price) may be confirmed orally, in writing, or by email by the Ordering Officer or FLCY Contracting Officer. Regardless of the approval method, reporting and documentation of all non-priced items other than port tariff items ordered under this contract must be made using the online pricing application. Orders placed by a LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

b. The LOGREQ cost estimate does not replace the HS Contractor's requirement to respond (i.e., info addressees on responses to the Ordering Officer) to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U.S. Defense Attaché's Office.

c. The HS Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

d. The HS Contractor shall coordinate with other U.S. Government Contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

e. The HS Contractor shall assist the ship's Logistics Response Team to include planning and coordination meetings.

f. Travel expenses incurred by the HS Contractor in support of a LRT or advance ship detachment will be reimbursed based upon actual receipts and in accordance with the JTR guidelines. Travel expenses will be reimbursed upon presentation of documentation to the ordering activity. Any air transportation will be reimbursed at the economy class fare.

6. SHIPS'S (LOGREQ) LOGISTIC REQUIREMENTS

U.S. Navy ships and/or FLCY Logistic Support Representative (LSR) or other activity authorized to pass LOGREQ requirements on behalf of Ordering Officers will provide, via e-mail, a copy of the unclassified "logistics requirements" (LOGREQ) message directly to the husbanding HS Contractor as described under "ISSUANCE OF ORDER" in Contract Terms and Conditions – Commercial Items (FAR 52.212-4 Addendum). This LOGREQ will contain the majority of supplies and services required by the ship, and will represent the order, for pre-priced items, upon which the HS Contractor shall begin performance.

a. A ship, an activity authorized to pass a LOGREQ on behalf of the ship (i.e. Port Service Office or DAO), or an authorized ordering activity may notify the HS Contractor of a forthcoming visit requiring husbanding services. Upon notification of a visit, the HS Contractor shall make such preliminary arrangements as necessary with port authorities, other U.S. Government Contractors, and other commercial firms to provide supplies and services requested by the ship. The HS Contractor shall confirm receipt of the ordering LOGREQ (to the activity who provides the LOGREQ to the HS Contractor) within 24 hours. Confirmation of receipt may be made by email to the activity passing the LOGREQ to the HS Contractor.

b. Ships will not provide force protection requirements in unclassified LOGREQ messages. The force protection requirements are specified in a classified LOGREQ issued by the ship to U.S. Government activities. The activity to which this message is addressed will contact the Contractor and pass the ship's force protection requirements for action. The HS Contractor shall confirm with the ship that these force protection requirements received have been actually ordered by the ship prior to beginning performance. The ship's Supply Officer (SUPPO) or Commanding Officer may also request additional force protection requirements not covered by the classified LOGREQ by email, telephone, or personally upon ship's arrival. The HS Contractor shall coordinate with the SUPPO before providing any additional force protection. If any other activity or individual orders force protection services (i.e. NCIS, etc) not covered in the ship's classified LOGREQ, the HS Contractor is required to immediately inform the ship and receive confirmation prior to beginning performance of these services. Organizations such as NCIS and DAO are

not the actual Ordering Officer and have no contractual authority to place orders. Only the Ordering Officer or the FLCY Contracting Officer has the authority to confirm or change an order.

c. LOGREQ Pre-arrival Cost Estimate. The HS Contractor shall provide each ship or ordering activity an estimate in response to an LOGREQ message issued to the HS Contractor by any method identified under "OC-7 ISSUANCE OF ORDER" clause. The pre-arrival cost estimate shall be submitted in accordance with Attachment (8)-PWS Cost reporting. The LOGREQ message is not an order for non-priced items until priced by the contractor and confirmed by an authorized ordering officer. The requirements shall be provided to the HS Contractor by ships, activities and individuals identified in the contract. This estimate shall be sent within 48 hours after receipt of the LOGREQ message and will explain any anticipated "additional" costs and include cost savings or avoidance recommendations. In a situation where the HS Contractor receives a LOGREQ message with less than 48 hours prior to the arrival of the ship, the HS Contractor shall make every effort possible to provide the required documentation and price estimate prior to the ship's arrival, but in no event later than 48 hours after receipt of the LOGREQ message.

7. INITIAL BOARDING

a. The HS Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival. Upon initial boarding the HS Contractor shall provide all emergency telephone numbers, i.e. police, hospitals, firefighters, etc. In addition, the HS Contractor is required to provide the emergency telephone numbers for shipboard generated industrial waste (SGIW) disposal and hazardous material (HAZMAT) and oil spill response and reporting procedures to all ships upon initial boarding or in a LOGREQ reply. The HS Contractor shall visit the ship at least once per day and shall be available on call at all times (24 hours per day, seven days per week) to assist the ship with requirements and to resolve problems.

b. The HS Contractor shall brief the designated ship representative about Contractor-provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HS Contractor shall provide its POC information with 24-hour contact phone numbers.

c. The HS Contractor shall provide the SUPPO with copies of applicable port tariffs and current prices for frequently ordered services, and with any other information provided by FLCY for distribution. Copies of applicable port tariffs and current prices for services shall be in English. The HS Contractor shall be prepared to take additional ships' orders for supplies or services not placed in the ordering LOGREQ. All orders placed after the ship's arrival shall be reported and prices confirmed (if non-priced items) using the LogSSR reporting requirements and online pricing application procedures described in Attachment 8.

8. POINT OF CONTACT

a. Based upon the ship's orders, the HS Contractor shall ensure the timely filling of all ship's requirements. The HS Contractor shall designate at least one senior company official to be the Point of Contact (POC) under this contract for logistic and contractual support. The POC shall be fully fluent in English. The HS Contractor is required to designate the POC at the time of contract award.

b. All HS Contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port. All correspondence shall be in English. All electronic communication between visiting vessels and the HS Contractor shall be copied to the FLCY Contracting Officer and Logistic Support Representative emails specified at the time of contract award. The HS Contractor is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered by the Supply Officer from the HS Contractor.

9. ORDERING SUPPLIES AND SERVICES & PROVIDING GENERAL ASSISTANCE

The ship(s) will submit LOGREQs that include requests for a variety of services and supplies. The first obligation of the HS Contractor is to verify if any of the requested services and supplies can be provided free of charge by the host nation.

DELETED.

If services and supplies are not available free of charge from the host nation, they must be provided if within the scope of this contract. The Contracting Officer will be notified if there is a question regarding the scope of the contract. If these services and supplies are not priced in the contract, or if these services and supplies are available under other U.S. Government contracts, the following applies:

a. Passing Requirements to other U.S. Government Contractors: The HS Contractor shall coordinate and pass orders, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts (e.g., Prime Vendor or Defense Energy Supply Center (DESC)) for various supplies and services required. This husbanding service includes all necessary actions to facilitate the acceptance of supplies or services rendered under U.S. Government contracts. Any disputes or discrepancies arising from the order will be resolved directly between the SUPPO and the other Contractor(s). The HS Contractor shall also facilitate any necessary force protection vetting requirements so that other U.S. Government contractors can perform their contractual requirements.

b. The U.S. Government will not pay the HS Contractor for any personal requests from individual crewmembers, whether military or civilian.

c. The HS Contractor shall install all ordered equipment upon the ship's arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

d. Money Exchange Services: The HS Contractor shall arrange for authorized moneychangers to exchange U.S. dollars for ship personnel into local currency. Money Exchange services shall be made available onboard ship to crewmembers at least two hours daily with buy-back service on the day before the ship's departure. The moneychangers may include a commission of not more than plus or minus 1.5% difference from the Official Exchange Rate. A locally-available and verifiable currency exchange rate may be used as the Official Exchange Rate. Verification of the exchange rate shall be provided to the Ordering Activity at the time of service. The HS Contractor shall maintain adequate records justifying its basis for determining the Official Exchange Rate and shall make those records available to the U.S. Government upon request. This Official Exchange Rate will be used for financial conversions not covered by payments in U.S. dollars.

e. Laundry Services: The HS Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Laundry and dry cleaning services that are required by the ship from the laundry and dry cleaning vendor will be ordered from the vendor by the ship. Payment for services will be made by the ship to the vendor rather than through the HS Contractor. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure. The HS Contractor shall assist in resolving vendor billing discrepancies.

f. Interpreter Services: The HS Contractor shall provide interpreter services to assist the Supply Officer to assure timely delivery and performance of the supplies and services ordered by the Supply Officer under this contract. This limited set of interpreter services is required under the Management Services LINE ITEM and is separate from the interpreter services required under LINE ITEM XX18.

g. Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. Should husbanding agent receive mail after ships depart they should contact the Fleet Mail Center in Yokohama at 81-45-872-6742/6532.

h. Morale Welfare and Recreation (MWR) Services: The HS Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) Contractor servicing the ship. If an ITT contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If there is an ITT contract, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship. In the absence of an MWR contract, the HS Contractor shall provide advance information on all recreational/liberty activities available in local area. Information (with associated costs) shall include, but is not limited to, sightseeing tours, entertainment, sporting events, transportation, lodging and visitor tips. The HS Contractor shall coordinate all recreational/liberty requirements communicated by the ship. The HS Contractor shall disseminate information on the full scope of recreational/liberty opportunities, sightseeing tours, entertainment, sporting events, local area transportation and lodging. The HS Contractor shall plan, coordinate and assist as necessary, in port requests for entertainment, athletic competitions, sightseeing tours and unit parties/picnics.

i. Immigration, Customs and Visa: The HS Contractor shall assist ship personnel with immigration, customs and visa requirements into the country of the port visit.

j. Medical Emergencies: If requested, the HS Contractor may be required to make arrangements for emergency medical treatment of ship's crewmembers while the ship is in port. In cases where a member is airlifted into a port by the ship, the HS Contractor, in coordination with the U.S. Consulate/Embassy, will arrange for proper medical care until the member can be returned to the ship, or evacuated to the United States. If there are costs associated with arranging these services, the HS Contractor shall obtain approval from the SUPPO/Contracting Officer prior to providing the support.

k. The HS Contractor shall facilitate the ship's timely departure. The HS Contractor shall provide timely invoices of provided services and supplies to the Supply Officer at the time of the pre-sailing visit. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided. The HS Contractor shall remove all provided equipment.

l. Pre-Sailing Visit: The HS Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the HS Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. Written receipt for acceptance of all services shall be obtained during this visit. The Ordering Activity shall provide a check or DD1155 for all finalized invoices prior to departure where the content of the invoice is not disputed. The HS Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The HS Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The HS Contractor's point of contact for this information shall be the Commanding Officer, Command Duty Officer, Operations Officer, or the Officer of the Deck.

10. UNIQUE / PARTICULAR SITUATIONS

a. Assisting two ships: If a ship, not in port, requests assistance from the HS Contractor, the ship will pay the husbanding services subsequent days' fee. However, if at the same time, using the same helo or other transport, the HS Contractor provides service to two ships (e.g. delivery of fresh fruits and vegetables (FFV) at one time for two ships using the same helo), the HS Contractor is entitled to bill for only one subsequent day.

b. Under Class I size vessels (based on the number of personnel): If two small vessels, under the size of Class I, IA or IB come into the port together, submit consolidated requirements, and have approximately the same

schedule, the HS Contractor will only charge for one Class I, IA, or IB vessel vice two. However, if only one such vessel comes into port, the HS Contractor will charge full Class I rates.

c. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within 3 days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back on Saturday, Sunday or Monday, it will be charged subsequent day fees. If the ship comes back Tuesday, it will be charged the first day rate).

d. If a ship comes into port and does not notify the HS Contractor or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days, subject to the conditions in paragraphs (b) and (c) above.

e. Ship Repair: If ship repair is required and performed in one of the ports covered by this contract, husbanding services will be provided only if requested by the ship. U.S. Navy Ships in shipyards at locations covered by this contract may order supplies and services from this contract without the requirement to also order Management Services.

f. The HS Contractor is required to be able to simultaneously husband thirty (30) ships throughout the Region, including up to two (2) Class V and two (2) Class IV ships in a single port simultaneously.

g. Order of Priority of Usage: The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or, if the port-provided supplies and services are less expensive than similar services provided by the HS Contractor or its subcontractors, or finally provide it themselves to include subcontractors. Where the reasonable cost of mobilization/demobilization for U.S. Government owned equipment exceeds the quoted price of the sub lot line item it is intended to replace, the HS Contractor shall use the least cost alternative to meet the requirement. Information on availability of host nation provided services, where available, is annotated on the Attachment 2 pricing schedules. If, for any reason, an item that would otherwise be provided by the Government, host nation, or port authority is not available, that item shall be provided by the HS Contractor at the price quoted in the Attachment 2 pricing schedules.

h. MARK V High-Speed Interceptor Craft (HSIC): MARK V (HSIC) Special Operations Craft may be in port or in the vicinity for up to 90 days conducting operations. The HS Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and only one Management fee shall be charged when husbanding two MARK V vessels at the same time.

i. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The HS Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit.

j. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HS Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong SAR and Singapore.

k. Other Personnel - Other U.S. personnel conducting business at locations covered by this contract may order off the contract without incurring Management Service Fees. Support of ‘Other Personnel’ is limited to Logistics Response Teams and ship detachments (e.g. ship’s beach detachment, site survey team, advance force protection teams) in direct support of a ship visit. These orders do not involve continuous

management of husbanding services and may be for items such as vehicles, phones or other services. For example these services may be ordered from the HS Contractor when hotels, transportation and rental of cellular phones are required for the personnel described above.

l. Short Notice Orders: The contractor shall perform all orders that are issued within the minimum order lead time annotated for each lot in the Attachment 2 schedules. If orders are issued with less than the required minimum order lead time prior to the start of performance, the contractor shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

m. The minimum order lead time applies to all Lot Line Items with the exception of XX40, Operations Other than War, which remain subject to the requirements stated in Attachment 9. The HS Contractor shall provide all requested services, to include mobilization of required equipment, when the Ordering LOGREQ is received from the Ordering Officer or their representative with a lead time greater than the number of days specified in the Attachment 2 schedules for the Lot location where performance is to take place.

11. LINE ITEM DESCRIPTIONS

a. LINE ITEM XX01 - HUSBANDING SERVICES (ANCHORAGE AND PIERSIDE)

The HS Contractor shall provide husbanding services to ships visiting the ports in the Region covered by this contract. Line Items XX01 require that the HS Contractor perform all services and provide all supplies necessary to fully comply with the tasks and responsibilities described at paragraphs 1-10 above unless a task or responsibility is specifically included in a separately-priced Line Item below. The HS Contractor's responsibilities under these Line Items start prior to the arrival of the ship and continue after the ship's departure.

The price for Line Items XX01 covers all regular and overtime labor of HS Contractor's personnel supporting the ships plus indirect expenses, including all management, overhead, office expenses, and profit for performing tasks required by these Line Items.

The husbanding fee is based on the Class of the ship and broken down by the First Day and Subsequent Day of the ship visit. A husbanding fee may be provided to the HS Contractor for services rendered prior to the ship's visit, i.e. assistance to the ship's logistics response team.

b. LINE ITEM XX02 - TRASH REMOVAL

1. Trash removal service is the collection and disposal of refuse (i.e., trash) including liquid, semi-liquid, or solid garbage. Refuse does not include explosives and incendiary waste, or waste contaminated by medical and radiological processes.

2. The HS Contractor shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse. The HS Contractor shall provide dedicated refuse bins to the ship. The HS Contractor shall collect all loose refuse placed adjacent to refuse bins. The HS Contractor shall immediately clean up any spilled refuse. The HS Contractor shall properly dispose of all collected refuse.

3. For ships at pier side, the HS Contractor shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulation, or barges alongside the ship. The HS Contractor shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.

4. For ships at anchorage, the HS Contractor shall remove trash at the times agreed to by the HS Contractor and Supply Officer. The frequency of removal shall be as follows:

SHIP CLASS	DAILY FREQUENCY
I, IA, IB	1
II	2
III	3
IV and V	Continuously Via Dedicated Barge when permitted

5. For trash collection at anchorage, the trash barge shall be available 24 hours a day (where not contrary to law or port regulation) with suitable self-fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

6. For trash collection by barge, the HS Contractor shall provide trash barges/scows (with tug service if barge is not self-propelled) for ships at anchorage. The barges shall be completely empty at time of arrival at the ship. In situations where an empty barge is not available, the contractor shall provide a system to measure the volume of trash deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of the trash. All trash barges/scows shall be properly fendered to prevent damages to U.S. Government vessels. The HS Contractor shall have ready access to sufficient barges and equipment to support at least two (2) ships at anchorage simultaneously. The barge's crew shall be entirely responsible for the tending of lines and for barge's security. The movement of trash from the ship to the barge shall be performed with care by the ship's sailors and in the manner ensuring the safety of the HS Contractor's crew and barges. Any instances of unsafe practices shall be brought to the attention of the ship's Commanding Officer, to ensure that corrective and preventive action is taken.

7. In instances of bad weather or emergency where the ship must depart on short notice, the HS Contractor shall remove barges within four hours of being directed to do so by the ship. Should a vessel with a trash barge alongside experience an emergency where the ship must depart, the SUPPO will advise the HS Contractor at least four (4) hours in advance for the barge pick-up at no additional cost to the U.S. Government.

8. The HS Contractor shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The HS Contractor is also responsible to follow any environmental regulations required by each country. The HS Contractor is required to keep all disposal certificates and shall make them available to FLCY upon request.

9. Whether at anchor or pierside, U.S. Government personnel will dump the trash on the barges or in the containers.

10. Any spillage of refuse in the course of the removal operations shall be cleaned up immediately by the HS Contractor. Refuse containers, when used and when emptied, shall be returned to their original position with the lids (if any) replaced thereon.

11. The HS Contractor shall be paid based on the ACTUAL CUBIC METERS of trash removed. The HS Contractor shall be entitled to bill for 60 CM under sub lot line items XX02AC where the actual volume of trash removal is less than 60 CM (per order).

12. Where trash is required to be segregated, the Ordering Activity shall be required to segregate the material at the time of disposal. The HSP shall be responsible for providing separate containers for each vessel, clearly marked with the required categories and for informing the Ordering Activity, upon arrival, that segregation is required. If the Ordering Activity does not segregate trash as required, the HSP shall inform the Ordering

Activity and Logistic Support Representative (LSR) prior to departure and bill for the cost of trash segregation under Line Item XX20, Incidentals within 48 hours after the vessel's departure.

c. LINE ITEM XX03 - FLEET LANDING

1. When ordered by the ship, the HS Contractor shall furnish services/supplies for the fleet landing area. The following is a list of the basic supplies and services that a ship may need. It doesn't cover all the services that may be ordered by a ship for fleet landing.

2. FLEET LANDING. HS Contractor shall provide the sub-line items specified in this Line Item and shall provide a unit price for each sub-line item. The unit price shall be per day for each item. Mobilization/demobilization charges shall be included in sub-line item price.

   The Fleet Landing LOT consists of the following:
   a. One (1), 40-feet refrigerator unit or two, 20-feet refrigerator units, with required power to operate the units.
   b. PORTABLE TOILET UNIT SERVICES. The unit price shall be for a single commode and one (1) urinal. The daily rate shall include pumping and cleaning as many times as necessary to ensure clean, sanitary condition and providing all chemicals, cleaning products and toilet paper. The HS Contractor shall check toilet facilities at least every six (6) hours to ensure cleanliness.
   c. PORTABLE ELECTRIC GENERATORS. The HS Contractor shall provide a portable, gasoline powered, electric generator capable of supplying power to portable lighting and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). Generator shall be at least 5KW with circuit breaker protector. Daily rate includes fuel, oil, and necessary consumables to operate the generator, transportation, set-up, dismantling and labor.
   d. Chairs (each per day)
   e. Long tables - approximately 2 meters in length (each per day)

   Any other supplies, services or quantities of supplies and services other than those listed above shall be provided in accordance with the procedures set forth in LINE ITEM XX20.

d. LINE ITEM XX04 – BROW SERVICES

1. Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The HS Contractor shall provide the brows specified in the schedule as ordered by the ship. A range of brow sizes is provided in each of the sub lot line items of lot line item XX04. All brows provided by port authorities, host nation, or US Government shall be billed at cost as port tariff items. Mobilization, demobilization, setup and placement shall be included in the proposed unit price of all XX04 sub lot line items. In cases where brows are provided by port authorities, host nation, or US Government free of charge, at reduced cost, or for mobilization/demobilization costs only; these costs will be reimbursed without additional fees or markup.

2. Due to the height difference between the submarine deck and pier, the HS Contractor provided submarine brow (must afford personnel a smooth and safe transit when entering or exiting the submarine deck. The submarine brow must be capable of supporting shore power cables without damaging the cable.

3. Brows shall be provided free of charge by Royal Navy Liaison Office (RNLO) in Sembawang port for ships berthed at piers 5, 6 , and 7.

4. The HS Contractor shall be entitled to bill for 4 hours of usage under this line item when actual usage is less than 4 hours (per order). Billing for brows shall be calculated up until the scheduled time of departure. Discrepancies, if any, between the number of hours billed at the pre-sailing visit and the actual number of hours used shall be invoiced and paid in accordance with the procedures in OC-1, Invoices and Payments, and the PWS paragraph 9.l. The order of priority of usage in paragraph 10.g. applies.

5. Mobile Crane Services

The HS Contractor shall provide mobile crane services (shore crane) with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each mobile crane ordered.

Crane services under this Line Item are for land cranes only. Floating cranes are to be provided and billed under Line Item XX20 procedures if required.

6. Forklift Services

The HS Contractor shall provide forklift services with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. Upon the Supply Officer's request, the HS Contractor shall provide information concerning forklift/lifting capacity. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered.

e. LINE ITEM XX05 – SHIP MOVEMENT SERVICES

1. The HS Contractor shall arrange pilots, tugs, and line handlers as ordered. The HS Contractor shall coordinate with port authorities, as necessary, to ensure that the services are available at the times requested. It should be noted that the port authority or other authorized sources provide these services, and are, therefore, to be priced in accordance with current tariff rates.

2. The HS Contractor shall provide tugs to bring ships to and from berthing locations. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

3. Only if pilots, tugs, or line handlers are not available through the port authority, the HS Contractor shall use commercially available sources and priced in accordance with the unit quantities indentified in the pricing schedule (LINE ITEMs XX05AA, XX05AC, XX05AD and XX05AG).

f. LINE ITEM XX06 - WATER FERRY/TAXI SERVICES

1. The HS Contractor shall provide water taxis to transfer ship personnel to and from the ship and the fleet landing in accordance with Attachment 16 - Water Taxi Specifications. At the commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule. The HS Contractor shall provide water taxi service when the vessel is expected to be at anchorage for twenty-four (24) hours or more. Water taxi service shall be always available, with the exception of inclement weather, during the two (2) one-hour meal breaks and during refueling. At the commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule.

2. The hourly rate for taxi water service shall include a minimum of two (2) qualified operators (a driver and one other operator), any other helpers or crew members required by local authorities, all insurance, fuel, holiday surcharges, overtime, and other operating expenses. Operator qualifications are set forth in paragraph (16) below.

3. Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the ship. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection. The HS Contractor shall be entitled to a six (6) hour minimum rental fee in cases where actual usage is less than 6 hours (per order).

4. Deleted

5. If the HS Contractor cannot provide the size of water taxi ordered, the HS Contractor shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event the ship will be charged for the size of the water taxi ordered. For example, if one (1) 250-pax water taxi is ordered and is not available, then two (2) 125-pax water taxis shall be provided for the rate of one (1) 250-pax water taxi if acceptable to the Ordering Officer.

6. The HS Contractor shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the port or the country in which the port is located. Apart from compliance with local laws and regulations, the HS Contractor shall meet all additional requirements as set forth throughout the PWS. Water taxi shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, and fitted for service required. Further, water taxi shall be in a clean condition when presented for service and shall be free of debris. The water taxi shall be sufficiently clean so as not to soil passengers, their clothing, or possessions with dirt, grease, oil, or other matter. If the water taxi does not meet the requirements of this paragraph as determined by the Ordering Officer, the U.S. Government shall have the right to reject the water taxi for performance of services.

7. The HS Contractor shall ensure that all water taxis are fully licensed, registered, and insured, including adequate liability insurance, in accordance with local laws and regulations.

8. Each water taxi shall be equipped with at least one clean and serviceable life jacket for each passenger and crewmember, and all jackets shall be stowed in a readily accessible place.

9. Except as otherwise specified herein, the service shall include all equipment needed to transport personnel between the vessel anchored in the outer harbor, or in the inner harbor, fleet landing, or any designated pier or berth within the port. If it becomes necessary to change the landing point of the water taxi (pier or berth) within the port, the HS Contractor shall dock at the new landing point. In the event this occurs, it will be considered to be a "Change" to the contract. Any entitlement to and any amounts of additional or reduced charges shall be determined pursuant to the clause entitled "Changes" that is part of Contract Terms and Conditions – Commercial Items (FAR52.212-4)".

10. All water taxis used by the HS Contractor shall provide overhead covering.

11. Before the commencement of any services under this contract, the HS Contractor shall make the water taxi available to the Ordering Vessel's Commanding Officer or designated representative for inspection.

12. The following information shall be conspicuously posted in English and the language of the country in which the port is located:

    a. Current operator's/captain's license.
    b. Passenger/weight capacity limits notice.
    c. Location of life jackets and other life saving equipment.
    d. Location of all exits indicated in large letters.
    e. Emergency procedures.

13. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

14. 'Adverse weather' conditions are weather conditions in which operations of water taxis are unsafe for passengers and shall be determined by the Commanding Officer, Command Duty Officer, Operations Officer, Officer of the Deck, or local port authority. Operation of the water taxi shall be in a safe and seaworthy manner. Operation of water taxis is not allowed under adverse weather conditions.

15. The consumption of alcoholic beverages shall not be permitted aboard the water taxi.

16. Operator Qualifications: All personnel or employees of the HS Contractor operating water taxis, shall have all certification required and issued by the law of the country in which the port is located for the operation of the type, class, or size of water taxi being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the water taxis are to be operated to ensure the water taxis are operated in a safe and seaworthy manner. At least one operator on each boat must speak English. The HS Contractor is required to provide a minimum of two (2) qualified operators for each water taxi at all times.

17. Security: During the term of this contract, the ship(s) to be serviced will provide adequate and sufficient security personnel for maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the ship's Commanding Officer or designated representative. When such naval personnel are embarked in a HS Contractor-operated water taxi, he will be responsible for the good order and discipline of naval personnel.
18. In the event of a water taxi breakdown, immediately prior to, or during a trip, the HS Contractor shall immediately provide a replacement water taxi that complies in all respects with this contract, at no additional cost to the U.S. Government. If a water taxi is not operable when required under this contract, the HS Contractor shall immediately provide at no additional expense to the U.S. Government, a replacement water taxi which complies in all respects with this contract.

19. Any personal articles or items found on the water taxi after completion of each trip shall be turned over to the ship's Security Officer or his direct representative.

20. To verify a claim by the HS Contractor for any damage or destruction caused by the U.S. Government, it shall be the responsibility of the HS Contractor to ensure that the water taxi is jointly inspected before and after each trip by the HS Contractor and an authorized representative of the U.S. Government.

21. When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

22. Inspection and acceptance criteria for water taxi services. The Commanding Officer or his designated representative of the ARMY/USS/USNS/USCG ship shall inspect and accept all liberty boats/water taxis prior to transporting any personnel. Each order for liberty boat/water taxi services is made on the basis that the request is to be considered a final order/obligation of the US Government only after each water taxi has been inspected and accepted by the ship's representative. The ship's Commanding Officer is solely responsible for the safety of his crew and the subsequent acceptance of liberty boat/water taxi services. Upon ships, Commanding Officer's security personnel can inspect the water taxi's personnel. The following features or components may be inspected prior to acceptance.

    a. HULL
        i. Watertight integrity of weather decks, bulkheads, watertight closures and interior hull structure.
        ii. Superstructure (including masts and stacks).

iii. Railings, bulwarks and their attachment to hull, especially guardrails and lifelines.
iv. Provisions for drainage of seawater from exposed decks.

b. MACHINERY
i. Main propulsion and auxiliary machinery essential to operation of craft.
ii. Sea and bulkhead closure valves.
iii. Bilge suction strainers and dewatering systems bilge pumps to be tested by operation.
iv. Bilges free of flammable liquids.

c. ELECTRICAL
i. Cables.
ii. Navigation, deck and emergency lighting.
iii. Rotating electrical machinery, e.g., generators and motors.
iv. Storage batteries.

d. LIFESAVING EQUIPMENT
i. Life preservers sufficient number for maximum capacity of craft, accessible and in satisfactory condition.
ii. Life raft(s) and hydrostatic release (where applicable) sufficient for maximum capacity.
iii. First aid kits, life rings and distress lights.
iv. Distress signaling devices.

e. FIRE FIGHTING EQUIPMENT
i. Fire pump subject fire hose to fire pump pressure.
ii. Portable fire extinguishers.
iii. Fixed systems, e.g., CO2 cylinders

f. STEERING APPARATUS

g. MTSC SYSTEMS AND EQUIPMENT
i. Harbor charts.
ii. Ground tackle and mooring lines.
iii. Whistle/fog horn, bell.
iv. Compass.
v. Radar.
vi. 2 way radio capable of bridge to bridge communications.
vii. Current licenses.

23. In the event the U.S. Government rejects a water taxi, the U.S. Government shall not be liable for any costs the HS Contractor incurs in presenting said water taxi for inspection.

24. The HS Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for U.S. Government review and inspection.

g. LINE ITEM XX07 – GENERAL CHARTER & HIRE ITEMS

YOKOHAMA OR COMPARABLE TYPE FENDERS

1. The HS Contractor shall furnish Yokohama or comparable type fenders for all classes of ships in accordance with the Schedule of Supplies and Services. Fender size is not specified as this is a performance based service. Fenders provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX07AC). The fenders quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee PER Yokohama or comparable type fender, and

there is another SUBLINE ITEM for all costs associated with installation, and removal of one fender, as well as round trip costs associated with transport of the fender from another port, if required.

2. Rental is on a daily(24-hour) basis, per fender. Installation, removal, and transportation are charged as a "lot" per fender. The HS Contractor shall be responsible for securing the fenders to the pier.

3. The HS Contractor shall provide fenders with a minimum of two (2) mooring lines.

4. Fenders shall be provided free of charge by Royal Navy Liaison Office (RNLO) in Sembawang port to ships berthed at piers 5,6, and 7.

5. Sub lot line item XX07AH is applicable only to submarine fenders. Sub lot line item XX07AB shall be used for all other class 1 vessels. Recognizing that mobilization/demobilization costs for submarine fenders (XX07AH) vary significantly from those of other type fenders, transportation charges for submarine fenders shall not be subject to the quoted transportation charges of XX07AG. Instead, all transportation, storage, setup, mobilization and demobilization charges associated with submarine fenders (XX07AH) shall be included in the quoted price of this sub lot line item.

INTERPRETER SERVICES

The HS Contractor shall provide interpreter services when ordered. The interpreter shall be fluent in both spoken and written local language and English.

OILY WASTE REMOVAL

1. Oily Waste is defined as any liquid petroleum product mixed with wastewater and/or oil in any amounts, which, if discharged overboard, would cause or show sheen on the water. The HS Contractor shall dispose of any combination of oily waste and grey water as oily waste.

2. Oily Waste is measured by Cubic Meter (1CM = 264.2 Gallons). The HS Contractor shall submit, as an attachment to the invoices for disposal services, a document verifying the quantity collected and the name of the disposal plant where the oily waste have been or will be disposed. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from the ship.

3. The HS Contractor shall comply with the environmental requirements of each country where oily waste is disposed and shall be liable for any costs incurred as a result of the HS Contractor's failure to comply with such requirements. The HS Contractor shall keep all disposal certificates and shall make them available to FLCY upon request. If the ship concurs with the volume, the ship will pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped. The HS Contractor will submit a request to FLCY for the difference, accompanied by disposal certificates. FLCY will investigate and resolve the issue, and will arrange for the ship to pay any amounts determined to be due.

4. Oily Waste Removal involves the collection of Oil and Aggregate Water generated by the ships. The requiring vessel will pump this waste into HS Contractor-provided tanks or barges. The HS Contractor shall provide all equipment and facilities required to remove oily waste, including hoses and connections compatible with the ship being serviced. The HS Contractor shall provide hoses of sufficient length from equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

5. In all cases when a ship orders oily waste disposal services, the HS Contractor shall invoice and will be paid the contract schedule's minimum daily quantity of 60 CM for providing the disposal services, even if the oily waste quantity pumped and disposed that day is less than the 60 CM minimum quantity. Payments over the minimum daily quantity of 60 CM shall be for the amount of oily waste cubic meters removed at the appropriate per CM rate in the schedule. The HS Contractor shall not invoice any charge (either the daily minimum or the additional per CM rate) for ships that do not order disposal services.

6. In the event the HS Contractor subcontracts oily waste disposal, the HS Contractor shall be liable for any costs incurred as a result of the disposal operator's failure to comply with local requirements.

7. The HS Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed. The Government reserves the right to independently verify the volume of discharge using certified flow measuring devices.

8. When removal is done via barge, the HS Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

PRATIQUE/AGRICULTUAL SERVICES

The HS Contractor shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

PORT DUES

1. In some countries, the port authority or concessionaire charges port dues to the visiting ship. The port dues may be based on the length or based on the gross tonnage of the ship. Only 'FINAL' invoices will be accepted for payment.

2. Attachment (19) of the solicitation lists some of the unclassified agreements. However, this is not a complete list of all the relevant countries.

3. Clause OC-10, titled Host Country Agreements, outlines the limitation of the U.S. Government to pay for certain port dues, fees, or use fees.

4. Sub lot line items XX07AS and XX07AT are intended to provide a suitable landing area for ship's boats or water taxis, when ordered. Items XX07AS and XX07AT are also intended to provide a suitable area, adjacent to the ship berth or water taxi point of debarkation, for placement and operation of the fleet landing lot items ordered under lot line item XX03. The fleet landing sub lot line items are detailed in the PWS paragraph c.2.

5. Sub lot line items XX07AQ, XX07AS, XX07AX, and XX07BA shall only be used when the port is not publicly owned/operated.

STEVEDORE SERVICES

The HS Contractor shall provide stevedores for general labor. Billing shall be at the hourly rate for worker.

BREASTING BARGES

1. The HS Contractor shall furnish camels in accordance with the Schedule of Supplies and Services. The camels shall be flat surface platforms to be placed alongside the pier and sufficiently capable of breasting the ship away from the pier or from other ships.

2. The HS Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If

sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3. The HS Contractor shall place additional fenders between the breasting barge and the ship when requested.

4. Breasting barge size is not specified as this is a performance-based service. The HS Contractor is responsible, as part of its understanding of the requirement, for determining the appropriate barge size for each combination of vessel class and berthing configurations required at each lot. Barges provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX07BF). The barges quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee for the barge, and there is another SUBLINE ITEM for all costs associated with installation, and removal of the barge, as well as round trip costs associated with transport of the barge from another port, if required.

5. Rental is on a daily (24-hour) basis, per barge. Installation, removal, and transportation are charged as a "lot" per barge.

LANDING BARGES

1. The HS Contractor shall furnish landing barges (i.e. pontoons) in accordance with the Schedule of Supplies and Services. The landing barges shall be flat surface barges for positioning at the stern or side of the vessel to serve as a loading/unloading platform for water taxi personnel or cargo; they shall not interfere with the operations of the ships' elevators or other equipment. Although landing barges are primarily used for class IV and V vessels, they may be ordered for use with any class vessel.

2. Landing barge size is not specified as this is a performance-based service. The HS Contractor is responsible, as part of its understanding of the requirement, for determining the appropriate barge size for each combination of vessel class and berthing configurations required at each lot. Barges provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX07BN). The barges quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee for the barge, and there is another SUBLINE ITEM for all costs associated with installation, and removal of the barge, as well as round trip costs associated with transport of the barge from another port, if required.

3. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

4. Rental is on a daily (24-hour) basis, per barge. Installation, removal, and transportation are charged as a "lot" per barge.

h. LINE ITEM XX08 - COLLECTION, HOLDING, AND TRANSFER (CHT)

1. The HS Contractor is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships throughout the area covered by this contract. The HS Contractor shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The HS Contractor shall be responsible for the supervision of the collection, transportation and disposal services to avoid any

overflow of waste on the barge and at the pier. Services shall commence upon ship's arrival whether, at anchor or pierside. The HS Contractor shall pre-position CHT barges, when necessary, in accordance with force protection or other requirements.

2. The HS Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3. The HS Contractor shall remove sewage from the ship in HS Contractor-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

4. The HS Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT. The Government reserves the right to use its own metering device to verify measurement of sewage discharge. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from the ship.

5. The HS Contractor shall provide CHT hoses of sufficient length from HS Contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6. The HS Contractor shall properly dispose of all sewage. CHT collection, removal and disposal shall be priced based on the following conditions:

    a. (XX08AA) – CHT BY TRUCK: The husbanding HS Contractor shall provide services when the visiting ship is at pierside.

    b. (XX08AB) – CHT BY BARGE: The husbanding HS Contractor shall provide services when the visiting ship is at anchorage or the port authority has issued a directive stating that service must be performed by barge or the barge has been ordered by the ship. The HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

7. The CHT service shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the contractor shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT.

8. The HS Contractor will be guaranteed a minimum daily quantity of 60 cubic meters for providing these services even if the actual cubic meters of CHT removed is lower than 60 cubic meters. Note: 264.2 gallons = 1 CM (cubic meter).

9. The HS Contractor shall submit, as an attachment to the invoices, a document (certified by the ship's personnel) that indicates the quantity collected and the name of the disposal plant where the CHT will be disposed. The Government reserves the right to independently verify the actual volume of CHT discharged using a certified flow measuring device.

10. The HS Contractor shall request the ship's personnel to verify all removal figures at time of CHT collection. The HS Contractor shall follow any environmental regulations required by each country. If the ship concurs with the volume, the ship will pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped or 60 cubic meters per day, whichever is greater. The HS Contractor shall submit a request to FLCY for the difference, accompanied by disposal certificates. FLCY will investigate and arrange for payment of any additional amounts that are determined to be due.

11. The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the HS Contractor's report in writing. The HS Contractor is also responsible to keep all disposal certificates and shall make them available to Contracting Officer upon request.

i. LINE ITEM XX09 - FRESH POTABLE WATER

Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

1. Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See Attachment #18.

2. Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

    a. These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at these websites: http://www.epa.gov/OGWDW and http://www.tdh.state.tx.us/bfds. The HS Contractor shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

    b. The HS Contractor shall provide for the delivery of fresh potable water to the ships as ordered. The HS Contractor shall be paid for the amount of water ordered by the vessel. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, CERTIFIED METERING DEVICES.

    c. Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraphs (2)(a) and (2)(b) above. If the water source does not meet the requirements of potable water, the HS Contractor shall be required to provide water from an alternate approved source at no increase in the contract price.

    d. Potable water pierside shall be delivered by pipeline if available. If pipeline is not available, potable water pierside shall be delivered by truck or barge and the ship will be charged in accordance with SUBLINE ITEM XX09AB. If a vessel is at anchorage SUBLINE ITEM XX09AC applies.

3. The HS Contractor shall be paid based on the ACTUAL METRIC TONS of potable water received on the ship. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities provided to the ship.

4. If potable water delivery is via barge, the HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position water Barges, when necessary, in accordance with Force protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

5. **BOTTLED POTABLE WATER -** The HS Contractor shall provide for the furnishing of fresh, potable water in bottles. The husbanding Contractor is responsible for ensuring that the U.S. Army Veterinary has approved the products recommended to the ship's Supply Officer. Information on how to request and obtain sanitary inspection is provided as Attachment #17. The minimum order quantity for this line item is 100 liters.

j. LINE ITEM XX10 – SHIP'S UTILITY SERVICES

OIL BOOMS

The HS Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom. Billing for LINE ITEMs XX10AA and XX10AB shall be per meter. For example, a 300-meter oil boom would be billed at 300 meters per day.

Oil Booms are intended to act as a precautionary measure in case of inadvertent leakage from equipment otherwise in sound operating equipment. Oil booms are also intended to mitigate the environmental damages that may otherwise result from inadvertent leakage. The HS Contractor shall notify the Ordering Activity, upon receipt of a LOGREQ request, if deployment of an oil boom at the proposed mooring location is contrary to host nation or port authority regulation so that the order for the oil boom service can be cancelled. Cleanup and disposal of oil is a port authority function. If the HSP incurs charges for these services, they shall be billed as port tariff items on a reimbursable basis.

SHORE POWER (INCLUDES CABLES, CONNECTION, FUEL, AND OPERATORS) 450 – 480V, 60HZ

The HS Contractor shall provide shore power to the ship using a port-provided, permanent connection system or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels. The HS Contractor shall provide all cables and make all power connections between the generator and ship. The availability of shore power shall be in accordance with the schedule established by the ship.

Sub Lot Line Items XX10AC, XX10AD, and XX10AE are to be used only if/when shore power provided by port authorities is, for any reason, not available or inadequate.

SHORE STEAM

The HS Contractor shall provide shore steam to the ship. This sub lot line item is performance-based. Shore steam provided to the ship may be provided by any means (boiler or generator) so long as the pressure of steam delivered to the vessel is approximately 100 PSI (standard commercial pressure) and of acceptable quality for the vessel. Pricing for provision of shore steam shall be on a TBD basis and should include the boiler or generator, fuel for the generator, mobilization/demobilization, hoses, and adapters appropriate to the vessel type, and water (where required) for the generator or boiler. This item shall be billed on a daily basis.

k. LINE ITEM XX11 – LAND TRANSPORTATION (PERSONNEL) SERVICE

1. GENERAL REQUIREMENTS :

   a. All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured (including adequate passenger liability insurance). The HS Contractor is responsible for delivering all cargo and personnel to the correct location on schedule.
   b. Deleted

   c. The HS Contractor shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government shall have the right to reject the vehicle for performance of services. The HS Contractor shall ensure that each vehicle is jointly inspected before and after a trip by the HS Contractor and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

d. If a vehicle is not operable when required under this contract, the HS Contractor shall provide, at no additional expense to the U.S. Government, a replacement vehicle within three (3) hours that complies in all respects with this contract.

e. All vehicles shall include drivers.

2. BUS SERVICE

a. The HS Contractor shall provide air-conditioned bus services on an hourly rate basis and bill under LINE ITEM XX11AA. The hourly rate shall include one driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any additional driver, if required, shall be priced separately. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

b. The HS Contractor shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition when presented for service and shall be free of debris. The bus shall be sufficiently clean so as not to soil passengers, their clothing or possessions with dirt, grease, oil, or other matter.

c. In the event of a bus breakdown, the HS Contractor shall provide within two hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

d. Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's Ordering Officer.

e. The HS Contractor shall be responsible for ensuring that the HS Contractor and an authorized representative of the U.S. Government jointly inspect before and after a trip each bus. The U.S. Government will not consider any claim for damage to a bus, which has not been inspected.

f. The minimum bus capacity shall be 40 passengers.

g. A minimum daily price of four (4) continuous hours shall apply for each bus ordered less any time associated with bus breakdown or getting lost.

h. Drivers must be familiar with the area, have an appropriate driver license, and speak English. In the event the driver is unable to speak English, the contractor shall furnish an English speaking rider on the bus.

3. VEHICLE RENTAL SERVICE

a. Vehicle Specifications, Maintenance, and Malfunctions

(i) The HS Contractor shall furnish "new" air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations.

Sedans or SUVs shall have a minimum capacity of four (4) passengers and 1600cc engine.

In the event a "new" vehicle is not available in certain countries, the contractor shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. Vehicles shall be priced on a daily rate, except as noted below. They shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full. The prices for vehicles rented are based upon an assumption that the vehicles will be returned with an

empty tank of gas. Therefore ships will be charged for a full tank of gasoline at the time of rental. There shall be no surcharge applied to the commercial price of the fuel. Vehicles can be returned with any amount of gasoline. Ships shall not be responsible for returning the vehicle with a full tank of fuel, and the HS Contractor shall not be obligated to credit the ship for the remaining fuel.

(ii) The HS Contractor shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and be responsible for all emergency repairs and services.

(iii) Should any vehicle break down while in the U.S. Government's possession, the HS Contractor shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than three (3) hours later. The replacement shall take place either at the point of breakdown or at the HS Contractor's office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the HS Contractor's expense. The U.S. Government shall be credited an hourly rate, pro-rated on the daily rate, for the rental cost between breakdown and vehicle replacement.

b. Substitution of Vehicles

(i) If the HS Contractor does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the HS Contractor shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group B car is ordered but unavailable, and if no other Group B vehicle is available, the HS Contractor shall furnish a higher group vehicle at the price listed for the Group B vehicle originally ordered.
(ii) In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

c. General Description of Vehicle Types

(i) The vehicles shall meet the general description set out below:

Medium-size Sedan (Group "B"): 2 - 4 doors; 4 - 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Passenger Van (Group "M"): 9-passenger capacity; air conditioning; minimum 2000cc engine (except for Hong Kong where capacity is 7 passenger).

Cargo Van (Group "X"): 12 Cubic Meter volume capacity, air conditioning; minimum 2000cc engine.

Executive Sedan with Driver (Group "E"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan. This group requires an executive sedan and shall be provided with a driver. Drivers must be familiar with local area, and must speak English. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. No individual driver shall be required to drive more than 8 hours. Drivers must not have been driving within the previous 8 hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the daily rate, with the HS Contractor entitled to a minimum charge of 4 hours. The HS Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations by the provided driver. The daily rate shall be inclusive of the first 250 kilometers per day, all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals. Any additional kilometers per day beyond the initial 250 kilometers will be priced under SUBLINE ITEM XX11AG. The U.S. Government will reimburse the HS Contractor for additional costs in two cases: for highway tolls, and for the driver's overnight accommodation up to $120.00 or equivalent local currency, when required by U.S. Government business such as travel to another city, and upon presentation of an original invoice (using the online pricing application).

15-Passenger Buses with Driver (Group "Z"): All requirements concerning the rental of a vehicle with the driver described above in the "Executive Sedan with Driver" shall apply to this paragraph also.

d. Insurance and Liability.

(i) The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below.

(ii) The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

(iii) The HS Contractor and any Subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the HS Contractor, its subcontractors, its agents, or employees.

(iv) The HS Contractor shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The HS Contractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

(v) Paragraph (iv) shall not be construed as limiting the HS Contractor's liability to the amounts of the required minimum insurance coverage specified therein.

e. Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations.

f. Mileage and Deposit Charges. There are no mileage or deposit charges for the vehicles rented under this contract for all mileage travelled within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity's needs. The HS Contractor shall be entitled to an additional half days' rental fee at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

g. Time Periods of Rental. Rental time shall begin once the vehicle and driver are available for use alongside the Ordering Activity. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than 8 hours straight. Drivers must not have been driving within the previous 8 hours.

I. LINE ITEM XX12 - TELEPHONE SERVICES AND COMMUNICATIONS EQUIPMENT

1. Landlines (LINE ITEM XX12AA): Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Installation charges shall be inclusive of all costs for installation and removal of landlines. Usage charges and port tariff fees associated with landline connections (LINE ITEM XX12AB) will be the actual charges computed in accordance with the local or national tariff.

2. Cellular Telephone Services (LINE ITEM XX12AC): Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under LINE ITEM XX28AC. The HS Contractor shall have readily available a minimum of 10 cellular telephones at a given time. Each mobile phone provided shall include an operating manual/instruction with published rates for usage. Airtime for mobile phones shall be included under LINE ITEM XX12AD. Usage charges associated with mobile phones (LINE ITEM XX12AD) will be the actual charges computed in accordance with the local or national tariff.

3. The HS Contractor shall provide pre-paid International Calling Cards for official use (LINE ITEM XX12AE).

4. SIM cards with prepaid airtime shall be provided where the ship or operating unit has mobile phones and desires only SIM cards for use in the specific port area. SIM cards provided under LINE ITEM XX28AF shall include activation of the SIM card. HS Contractors shall not be obligated to provide quantities of sub lot line item XX12AF in excess of quantities permitted by host nation law or regulation.

5. PWS paragraph 9.h. details the priority in providers to MWR support to Ordering Activities. Calling cards ordered under sub lot line item XX12AE shall be billed in the denomination of the card, adjusted to USD using the OANDA exchange rate for the date of the order as outlined in the PWS paragraph 9.f. without additional markup or fee.

m. LINE ITEM XX13, XX14 AND XX15 - FORCE PROTECTION BARRIERS/PERSONNEL/SUPPLIES

1. Heightened Vigilance: The HS Contractor shall be alert at all times in order to contribute to the protection of the ship and its crew. The HS Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The HS Contractor shall report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

2. The HS Contractor shall fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the HS Contractor shall identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the HS Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The HS Contractor shall arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

3. Contractor/Subcontractor Identification: The HS Contractor shall identify how contractor and subcontractor personnel will be recognizable to ship's personnel. This may be accomplished by a combination of picture ID, badges, uniforms, access lists, etc. The HS Contractor shall also identify how support vehicles/vessels will be marked so that they are readily identifiable to ATFP/ship's personnel.

4. See Attachments 7, 12, 13, and 14 for specific Force Protection requirements and procedures.

n. LINE ITEM XX16 – AIRPORT/CARGO & MATERIAL HANDLING (PORT HANDLING COSTS)

1. The HS Contractor shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

2. The HS Contractor shall use counter-to-counter delivery and charge by each Bill of Lading. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

3. Shipping documents shall be labeled "SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HS Contractor.

4. The HS Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel. The HS Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

5. The HS Contractor shall receive the package from the ship and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

6. The HS Contractor shall deliver the package to the ship the day of arrival in port or the following morning. The HS Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

7. The HS Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HS Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

PAINT FLOAT

The paint float shall be no less than 5M in length but, in all cases, large enough to provide a safe and stable working platform for the occupants. Scaffolding may be of any height less than 3.5M from the deck, so as to provide a working platform at least 4M from the waterline. The paint float shall be equipped with suitable self-fendering to prevent damage to the ship. The price of these fenders shall be included in the quoted price of the paint float. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. Rails shall be no less than 1M from the working platform. The working platform shall be equipped with anchor points for harnessing. The Ordering Activity shall be responsible for providing safety harnesses, for obtaining permission from local authorities prior to all work on the paint float, and for cleanup/disposal of all hazardous material generated or released outside the paint float. The HSP shall notify the Ordering Activity of local regulatory requirements concerning paint floats, assist the Ordering Activity in submitting requests and passing required documentation to the local authority where permission is required to work on the paint float, and arrange for required cleaning of the paint float upon return. The ordering activity is responsible for securing the paint float from the time custody has been transferred to them until returned to the HSP or the ship departs, whichever is earlier.

LIGHT TRUCKS (LOT LINE ITEM XX16AB)

a. The HS Contractor shall provide covered, lockable trucks with a driver to load/off load cargo and mail. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and offloading.

b. The HS Contractor shall be responsible for security and prevent loss/damage/destruction of cargo and mail.

c. The HS Contractor shall return all items left in rental vehicles to the ship's Ordering Officer.

d. The HS Contractor shall obtain written acknowledgement of vehicle service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

e. The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cost, except where the loss or damage is cost by the willful and wanton negligence of the U.S. Government employee.

f. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than eight (8) hours. Drivers must not have been driving within the previous eight (8) hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the daily rate, with the HS Contractor entitled to a minimum charge of four (4) hours. The HS Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. The daily rate shall be inclusive of all mileage travelled within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor) , all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals.

g. The HS Contractor shall provide vehicle service with qualified drivers for official government business.

h. The HS Contractor shall provide one-way transfer vehicles with drivers to transfer cargo between a designated pick-up point and a specified destination within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity's needs. The HS Contractor shall be entitled to an additional half days' rental fee at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

i. The HS Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

j. The HS Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

k. If the unit of issue is by "Day", then the rental period shall constitutes 24 hours.

MANLIFT (WITHOUT OPERATOR)

The HS Contractor shall provide a manlift (without operator) and a full fuel tank. The HS Contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning. The HS Contractor shall conduct training on safety and operating procedures for ship personnel. The HS Contractor shall maintain documentation of ship personnel acknowledgement of the training.

o. LINE ITEM XX17 – PROVISIONS

(1) Provisions

Note: Orders for fuel and provisions are primarily ordered under other U.S. Government contracts. Use of these contracts for fuel and provisions (eg. DESC fuel contracts and DSCP-Pacific provisions contracts) is mandatory when available. If U.S. Government contracts are either unavailable or cannot make delivery within ship scheduling constraints the HS Contractor must receive prior permission from the FLCY Contracting Officer before providing these services to the ship, including mobilization. When requested by the ship, the HS Contractor shall pass these orders to the other U.S. Government Contractors involved. The ship's Supply Officer or FLCY Contracting Officer may award contracts or purchase orders for these non-priced items to other U.S. Government contracts.

a. When requested by a ship, the husbanding HS Contractor shall assist in arranging for the timely provision of subsistence items. LINE ITEMs XX17AA through XX17AC identify the fees that will be paid the HS Contractor for arranging subsistence items. FFV shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using night soil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. Bread and Eggs must be in accordance with Attachment #11. The husbanding services HS Contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and local currency; and total price in U.S. dollars and local currency as indicated in the "INVOICING AND PAYMENT CLAUSE". (Example: 10 pounds tomatoes @ 2,50 euro/$1.00 USD per Pound = 25,00 Euro/$10.00 USD). Any delivery charges shall be shown separately. The HS Contractor shall use the conversation rate to convert Kilogram (KG) into US pounds (LB) is: 1 KG = 2.2046 LB.

b. If the total cost of FF&V and subsistence items ordered and received by a ship under this contract exceeds $10,000.00 for a port visit, the HS Contractor shall submit a report via e-mail to FLCY within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the HS Contractor shall provide copies of all quotes obtained. This report is in addition to the LogSSR report.

c. The husbanding HS Contractor shall ensure that the sources recommended to the ships Supply Officer for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement.

d. Information on how to request and obtain sanitary inspection by the U.S. Government is provided as Attachment #17.

e. The HS Contractor shall retain documentation of inspection of sources recommended or selected as suppliers of subsistence items. Under no circumstances shall the HS Contractor recommend or offer for acceptance subsistence items from non-approved sources.

f. All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

g. The fee specified in sub lot line item XX17AA has a unit of issue of 'EA' (each). This fee is for the arrangement of one line item of provisions, not for a quantity of one provision. For example, if one provisions order contained ten different line items and a quantity of five for each line item, the HS Contractor would be entitled to bill under sub lot line item XX17AA for a quantity of ten with a unit of issue 'EA'.

p. LINE ITEM XX18 - FUEL

1. Orders for fuel and provisions are primarily ordered under other U.S. Government contracts. Use of these contracts for fuel and provisions (eg. DESC fuel contracts and DSCP-Pacific provisions contracts) is mandatory when available. If U.S. Government contracts are either unavailable or cannot make delivery within ship scheduling constraints the HS Contractor must receive prior permission from the FLCY Contracting Officer before providing these services to the ship, including mobilization. When requested by the ship, the HS Contractor shall pass these orders to the other U.S. Government Contractors involved. The ship's Supply Officer or FLCY Contracting Officer may award contracts or purchase orders for these non-priced items to other U.S. Government contracts.

2. Other procedures apply as follows:

(a) Fuel (MGO/F76)

(i) Ships may order fuel, as described in paragraph 1 above, with the assistance of the HS Contractor. The HS Contractor shall advise the Supply Officer of available bunkers, or existing fuel contracts issued by Defense Energy Support Center (DESC) or Navy Operational Logistics Support Center. If requested by the Supply Officer, the HS Contractor shall pass fuel orders to the appropriate fuel supplier, and will coordinate delivery. The DESC Overseas Ships' Bunkers Contract Bulletin SP0600-02-0013 may be accessed at http://www.desc.dla.mil/DCM/DCMPage.asp?PageID=227 . Disagreements between any DESC Contractor and the HS Contractor shall be forwarded to the DESC Contracting Officer through Logistic Supply Center Fuel Manager specified at the time of award for each region. HS Contractors who buy fuel through other than government sources when available without express authority in writing from the FLCY Contracting Officer do so at their own risk. If the HS Contractor is authorized to provide fuel, U.S. Government shall not reimburse the HS Contractor for more than what the U.S. Government cost through approved DESC contracts would have been unless authorized by the Contracting Officer. The HS Contractor is required to provide any security vetting for DESC contractors in order to facilitate performance.

(ii) In the event that no U.S. Government or foreign Government owned bunker is available, or no DESC or NPO available contracts meets a ship's fuel requirement, or as directed in writing by the Contracting Officer, the HS Contractor shall assist the ship in arranging the procurement of fuel. The HS Contractor shall not provide any fuel or fuel-related service e.g., fuel barge or fuel truck, without first receiving specific advance approval to do so from a FLCY Contracting Officer. This fuel shall be provided in accordance with Attachment # 15. The HS Contractor shall provide a fuel barge or truck to transport fuel to the ship, if required. LINE ITEMs XX18AA through XX18AD identify the fees that will be paid the HS Contractor for arranging fuel requirements. The HS Contractor shall be liable for any costs should the fuel provider fail to properly employ oil spill booms as required by local authorities or fails to comply with any local laws or regulations relating to the provision of fuel. Fuel caught in oil booms will be properly disposed. The HS Contractor shall be liable for any costs should the fuel provider fail to employ properly oil spill booms as required by local authorities or fails to comply with any local laws or regulations relating to the provision of fuel. The HS Contractor shall deliver fuel "free on board" the ship whether at pierside or at anchor. The invoice shall indicate the unit and total price for the fuel and the price for the delivery of fuel to the ship. The contractor shall also include a statement with each invoice entry for fuel purchased from the contractor that identifies who directed it to provide the fuel and the preliminary steps taken by the contractor to ensure that government-owned fuel or fuel from a DESC contract was not available to satisfy the ship's requirement.

(iii) Other than the price specified under LINE ITEM XX18AA Fee for Acquiring Fuel and LINE ITEM XX18AC Fuel Delivery/Other, no additional fees shall be added to the price of LINE ITEM XX18AB Fuel, TBD. The HS Contractor shall be reimbursed at cost for the TBD purchase price of fuel and for delivery without additional markup.

(iv) In recognition of the fact that fuel is sold by weight (metric tons) and by volume (gallons or liters), the HS Contractor shall ensure all United States ships are provided with a fuel invoice and the appropriate customs certification demonstrating the quantity of fuel provided in metric tons and in gallons or liters. In the event that the HS Contractor is ordered to provide fuel, all terms and conditions of the fuel provider shall be provided to the Ordering Officer in the pre-arrival cost estimate or prior to the order being finalized if the fuel services are ordered after the pre-arrival cost estimate has been provided. For example, if a ship places an order for fuel and the fuel provider has a term or condition that requires the full quantity to be pumped into the requiring vessel without return of any fuel to the provider, this condition must be disclosed to the Ordering Officer in the pre-arrival message.

(v) The HS Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The

inspection shall be in the presence of the barge or truck operator and the fuel supplier. The cost for all barge inspections will be included in the fee for LINE ITEM XX18AC.

(vi) The HS Contractor shall load the ordered fuel and transport to the ship. The HS Contractor shall transfer the fuel from the fuel barge or truck to the ship. The HS Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

(vii) The HS Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

(viii) Excess Fuel Procedures: Demurrage charges accrue when the entire quantity of fuel ordered cannot be delivered on or before the date and time specified in the fuel order. Demurrage charges do not accrue when fuel cannot be delivered due to the fault of the service provider (e.g. pumping rate of the barge inadequate to deliver fuel within the time specified by the order). See PWS paragraph 3.i. for further details. Pricing of XX18AD is in units of DAY and the compensation covers the daily cost of the barge used to deliver the fuel (regardless of the amount of fuel remaining in the barge). Since the great majority of fueling evolutions are via barge, the price of demurrage by barge should be used vice the demurrage price by truck. All required customs clearances are to be included in item XX18AA, Fee for Acquiring Fuel. If the ship does not offload all of the fuel ordered, the HS Contractor shall store the excess fuel and diligently attempt to sell it as soon as practicable. The HS Contractor shall receive a storage fee (demurrage) for no more than three (3) days. The HS Contractor shall receive a fuel disposal fee on a reimbursable basis upon presentation of vendor invoice for disposal services.

(ix) All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

q. LINE ITEM XX19 – OTHER PORT SERVICES

LOGISTIC SUPPORT TO GOVERNMENT TEAMS

a. Note: This Line Item is for logistics support in connection with ship visits to a port area. U.S. Government teams conduct surveys in a variety of ports in the Region. The U.S. Government may require the assistance of the HS Contractor in the ports to be surveyed.

b. The HS Contractor shall assign an individual to participate in and assist with logistical arrangements for a team that will perform the survey. This team may visit a variety of ports in advance of ships' visits to assess the force protection levels of the port and to perform related functions. The HS Contractor's assistance shall include providing logistical support as requested by the U.S. Government, coordinating access and interviews with local officials, local husbanding services, and support Contractors, coordinating necessary translation services for the team, and assisting in the development of a final assessment report.

c. The HS Contractor shall invoice port surveys at the subsequent day husbanding fee for a Class II ship in the port. In addition, the HS Contractor shall be reimbursed for economy class air transportation and daily per diem rate that includes lodging, meals and other related expenses. The per diem rates shall be those set forth in the Joint Travel Regulation (JTR).

d. Other HS Contractor out-of-pocket expenses related to the service(s) and anticipated by the HS Contractor will be invoiced and reimbursed at cost. The HS Contractor shall submit all receipts, invoices or other valid documents to support the incurred expenses. The HS Contractor shall not pay for hotels, meals, rental vehicles, telephone expenses and any other expenses that the U.S. Government team members may incur and for which they can be reimbursed under their U.S. Government travel orders.

e. If a delivery order with a "Not to Exceed " (NTE) amount is issued for the logistic support services, the HS Contractor shall promptly advise the FLCY Contracting Officer and withhold performance if he expects to exceed this amount.

TENT WITH EQUIPMENT FOR SPECIAL EVENTS (INCLUDES TABLES, CHAIRS, LIGHTING AND FANS

The HS Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels. The HS Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills. The HS Contractor shall remove all provided equipment upon completion of services.

r. LINE ITEM XX20 – INCIDENTALS

1. Incidentals: The HS Contractor shall arrange for incidentals using the Online Pricing Application, as further described in Attachment 8 and paragraph 3(o) above. Incidentals are supplies and services not priced on the Schedule of Supplies and Services or Port Tariff schedule that are within the scope of the contract, and are required during the course of the husbanding visit. Historical examples of items ordered that would be considered incidentals are listed at the bottom of each schedule in Attachment 2. Incidentals shall not exceed $50,000.00 per port visit unless prior permission is granted from the FLCY Contracting Officer. The HS Contractor shall not be separately or additionally compensated for profit or mark-up on the prices of these items or for any other charges or fees associated with acquiring the supplies or services other than the price the HS Contractor pays its supplier for the supply or service except as the HS Contractor chooses to include allowances for any such profit, charges, or fees in the daily price for the Management Services or as part of the process proposed by the HS Contractor for implementation of the Online Pricing Application methodology for offering incidentals at fair and reasonable prices. The HS Contractor shall arrange for incidentals as described below:

a. Providing supplies and services. At the request of an Ordering Activity, the HS Contractor shall arrange for incidentals that are within the scope of the contract, are not pre-priced on the Schedule of Supplies and Services (Attachment 2), and are required during the course of the husbanding visit. In cases where sub lot line items do not exist under the corresponding lot line item in some lots, but exist under line items in other lots of the Attachment 2 schedules, the Government reserves the right to order these items within the scope of the contract, if required, as incidentals using the online pricing application. The contractor shall conduct necessary market research, contact potential suppliers, obtain price quotations, and, based on the information, provide an estimated price for the supply or service to the Ordering Activity and the FLCY Contracting Officer using the Online Pricing Application. The HS Contractor shall not provide any incidental supplies or services until the HS Contractor and the Ordering Activity or FLCY Contracting Officer agree on a fair and reasonable price for the supplies or services. For non-priced items with extended price less than $25,000, either the Ordering Officer or the FLCY Contracting Officer may determine if a quoted price is fair and reasonable. For non-priced items with an extended price greater than $25,000, only the FLCY Contracting Officer may determine if a quoted price is fair and reasonable. At that point the Ordering Activity shall issue an order to the HS Contractor directing that it provide the supply or service in support of the husbanding visit at the agreed price. For supplies or services having an extended price (unit price multiplied by quantity) over $3,000, the HS Contractor must provide documentation to the Ordering Activity or FLCY Contracting Officer, via the Online Pricing Application, that it has promoted competition to the maximum extent practicable. If the HS Contractor proposes the use of organic assets (HS Contractor-owned assets) at an extended price (unit price multiplied by quantity) over $3,000, the HS Contractor must additionally provide documentation to the Ordering Activity or FLCY Contracting Officer, via the Online Pricing Application, that the price for use of the organic asset does not exceed the price for locally available assets that could be used to otherwise satisfy the requirement. When proposing to use an organic asset, the HS Contractor shall also provide a commercial pricelist, if available, showing the daily or

hourly rates, inclusive of all operational and maintenance costs, that the HS Contractor charges other customers for use of the organic assets. Prices charged to the Government shall not be higher than the price for the same or similar services provided to other customers. The HS Contractor's use of the Online Pricing Application in accordance with Attachment 8 will be evaluated based on the criteria established in QASP and agreed upon as part of the HS Contractor's proposed process for determining fair and reasonable prices.

b. All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting Officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

c. Incidentals considered within the scope of this contract are defined at the description of contractual scope, paragraph 10.

s. LINE ITEM XX21 - OPERATIONS OTHER THAN WAR

* See attachment (9) PWS OOTW, for specific instructions.

t. LINE ITEM XX22 - COST REPORTING

1) See Attachment (8) PWS Cost Reporting, for specific reporting instructions.
2) All billing and cost reporting shall be made in the units specified in the respective LINE ITEMs.
3) **HS Contractor shall enter and report ALL expenditures under this contract (regardless of customer or ordering activity) into LogSSR and all non-priced expenditures other than port tariff (PT) items using the online pricing application in accordance with Attachment (8) PWS Cost Reporting.**
4) **The pre-arrival cost estimate is part of the Cost Reporting Lot Line Item. Requirements for the pre-arrival cost estimate report are described in Attachment (8).**

(End of Summary of Changes)

The following items are applicable to this modification:

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B. Change the description specified in paragraph 9.g of Performance Work Statement (PWS) on page 18 of 189 as follows:

From: Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

To: Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. Should husbanding agent receive mail after ships depart they should contact the Fleet Mail Center in Yokohama at 81-45-872-6742/6532.

C. Other terms and conditions remain the same.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
A00003	02-Mar-2012	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC YOKOSUKA (CODE 200) CONTRACTING DEPARTMENT PSC 473 BOX 11 FPO AP 96349-0011	N62649	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. (b)(6), (b)(7)(C) 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N62649-11-D-0021
	X	10B. DATED (SEE ITEM 13) 15-Sep-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract provision 52.212-4 (c)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzkny01129764

A. The following changes are hereby made to the contract referenced in ITEMs 10A and 10B above:

B. The following ports are added into Lot 89 In Attachment (2) of the contract.

Sakaiminato and Kita Kyushu

C. Other terms and conditions remain the same.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 09-Mar-2012

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
A00002	03-Feb-2012	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC YOKOSUKA (CODE 200) CONTRACTING DEPARTMENT PSC 473 BOX 11 FPO AP 96349-0011	N62649	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. (b)(6), (b)(7)(C) 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N62649-11-D-0021
	X	10B. DATED (SEE ITEM 13) 15-Sep-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzkny01127875

A. The following change is hereby made to the contract referenced in ITEMs 10A and 10B above:

B. In Attachment (2), the name of port listed on Lot 89 is changed as follows:

From: Sapporo
To: Ishikari

C. Other terms and conditions remain the same.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
_____ (Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 05-Feb-2012

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 42

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
A00001	15-Oct-2011	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC YOKOSUKA (CODE 200) CONTRACTING DEPARTMENT PSC 473 BOX 11 FPO AP 96349-0011	N62649	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. (b)(6), (b)(7)(C) 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N62649-11-D-0021
	X	10B. DATED (SEE ITEM 13) 15-Sep-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzkny011125616

1. The following changes are hereby made to the contract referenced in ITEMs 10A and 10B above.
2. Administrative changes to the Performance Work Statement are incorporated and are highlighted in "Yellow".
3. Attachment 2 has been updated to match line item structure.
4. There is no change in the prices.
5. This is an administrative modification that does not change the substantive rights of either party. All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 19-Sep-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

PERFORMANCE WORK STATEMENT

SCHEDULE OF SUPPLIES/SERVICES AND PRICES

Note 1: U.S. FISC YOKOSUKA - The official command name for U.S. Fleet and Industrial Supply Center (FISC) Yokosuka changed 1 July 2011. As of 1 July 2011, the official command name for U.S. Fleet and Industrial Supply Center (FISC) Yokosuka will be: NAVSUP Fleet Logistics Center Yokosuka (FLCY). Accordingly, all references throughout the contract have been updated to reflect this name change.

Note 2: This contract is limited to Region 4 (East Asia), Lots 82-99.

A. GENERAL

This contract is for performance of maritime husbanding support for U.S Navy ships visiting ports and operating in Region 4 of the Western Pacific and Indian Ocean. Additionally, the husbanding contractor may be called upon to provide services in support of Operations Other Than War (OOTW) within a Region's territorial boundaries. The Regions, countries and major ports included in each region are as follows:

Region 1 – South Asia (7 countries, 4 major ports)	
Bangladesh	Maldives • Male
Bhutan	Nepal (OOTW)
Burma	Sri Lanka
India • Chennai • Goa • Mumbai	
Region 2 – Southeast Asia (12 countries, 19 major ports)	
Brunei • Muara	Philippines • Manila • Puerto Princesa • Subic Bay
Cambodia • Sihanoukville	Malaysia • Kemaman • Kota Kinabalu • Penang • Sepangar
China • Hong Kong	Singapore • Changi • Sembawang
Indonesia • Bitung • Jakarta • Surabaya	Taiwan
Laos (OOTW)	Thailand • Laem Chabang • Phuket

	• Sattahip
Palau	Vietnam • Da Nang
Region 3 – Australia and the Pacific Islands (17 countries, 8 major ports)	
Antarctica	New Caledonia • Noumea
Australia • Brisbane • Darwin • Fremantle • Sydney	New Zealand
East Timor • Dili	Papua New Guinea
Fiji	Solomon Islands • Honiara
French Polynesia	Tonga • Nuku Alofa
Kiribati	Tuvalu
Marshall Islands	Vanuatu
Micronesia	Western Samoa
Nauru	
Region 4 – East Asia (4 countries, 12 major ports)	
Japan • Fukuoka • Kagoshima • Maizuru • Nagasaki • Osaka • Shimoda • Tokyo	South Korea • Chinhae • Pohang • Busan • Donghae
Mongolia (OOTW)	Russia • Vladivostok

Region Item and Price Structure

Major ports are indicated by name of port (e.g., Goa, Vladivostok, Sydney, etc.). A fully priced proposal must be received for ALL line items in a Region for it to be considered acceptable. For OOTW, a proposal only for Management Fees is required.

The contract is sub-divided into Lots. Targeted lots are identified in bold print below and by highlighted tabs in Attachment 2, Pricing Schedule. Lots may be for individual ports or they may include several ports under one Lot. For this contract, the following Lots apply:

Region 1 – Lots 01 – 15 (7 countries, 4 major ports)

Lot 01 – Bangladesh, All Ports, Husbanding Services and OOTW
Lot 02 – Burma (Myanmar), All Ports, Husbanding Services and OOTW
Lot 03 – India, Chennai, Husbanding Services and OOTW (*)
Lot 04 – India, Goa, Husbanding Services and OOTW (*)
Lot 05 – India, Mumbai, Husbanding Services and OOTW (*)
Lot 06 – India, All Other Ports, Husbanding Services and OOTW
Lot 07 – Maldives, Male, Husbanding Services and OOTW (*)
Lot 08 – Maldives, All Other Ports, Husbanding Services and OOTW
Lot 09 – Sri Lanka, All Ports, Husbanding Services and OOTW

Lot 10 – Nepal, OOTW
Lot 11 – Bhutan, OOTW
Lot 12 – 15, Reserved

Region 2 – Lots 16 – 51 (12 countries, 19 major ports)

Lot 16 – Brunei, Muara, Husbanding Services and OOTW (*)
Lot 17 – Brunei, All Other Ports, Husbanding Services and OOTW
Lot 18 – Cambodia, Sihanoukville, Husbanding Services and OOTW (*)
Lot 19 – Cambodia, All Other Ports, Husbanding Services and OOTW
Lot 20 – China, Hong Kong, Husbanding Services and OOTW (*)
Lot 21 – Indonesia, Bitung, Husbanding Services and OOTW (*)
Lot 22 – Indonesia, Jakarta, Husbanding Services and OOTW (*)
Lot 23 – Indonesia, Surabaya, Husbanding Services and OOTW (*)
Lot 24 – Indonesia, All Other Ports, Husbanding Services and OOTW
Lot 25 – Palau, All Ports, Husbanding Services and OOTW
Lot 26 – Philippines, Manila, Husbanding Services and OOTW (*)
Lot 27 – Philippines, Puerto Princesa, Husbanding Services and OOTW (*)

Lot 28 – Philippines, Subic Bay, Husbanding Services and OOTW (*)
Lot 29 – Philippines, All Other Ports, Husbanding Services and OOTW (*)
Lot 30 – Malaysia, Kemaman, Husbanding Services and OOTW (*)
Lot 31 – Malaysia, Kota Kinabalu, Husbanding Services and OOTW (*)
Lot 32 – Malaysia, Penang, Husbanding Services and OOTW (*)
Lot 33 – Reserved
Lot 34 – Malaysia, Sepangar, Husbanding Services and OOTW (*)
Lot 35 – Malaysia, All Other Ports, Husbanding Services and OOTW
Lot 36 – Singapore, Changi, Husbanding Services and OOTW (*)
Lot 37 – Singapore, Sembawang, Husbanding Services and OOTW (*)
Lot 38 – Taiwan, All Ports, Husbanding Services and OOTW
Lot 39 – Thailand, Laem Chabang, Husbanding Services and OOTW (*)
Lot 40 – Thailand, Phuket, Husbanding Services and OOTW (*)
Lot 41 – Thailand, Sattaship, Husbanding Services and OOTW (*)
Lot 42 – Thailand, All Other Ports, Husbanding Services and OOTW
Lot 43 – Vietnam, Da Nang, Husbanding Services and OOTW (*)
Lot 44 – Vietnam, All Other Ports, Husbanding Services and OOTW
Lot 45 – Laos, OOTW
Lot 46 – China, OOTW
Lots 47 – 51, Reserved

Region 3 – Lots 52 – 81 (17 countries, 8 major ports)

Lot 52 – Australia, Brisbane, Husbanding Services and OOTW (*)
Lot 53 – Australia, Darwin, Husbanding Services and OOTW (*)
Lot 54 – Australia, Fremantle, Husbanding Services and OOTW (*)
Lot 55 – Australia, Sydney, Husbanding Services and OOTW (*)
Lot 56 – Australia, All Other Ports, Husbanding Services and OOTW
Lot 57 – East Timor, All Ports, Husbanding Services and OOTW (*)
Lot 58 – Reserved
Lot 59 – Fiji, All Ports, Husbanding Services and OOTW
Lot 60 – French Polynesia, All Ports, Husbanding Services and OOTW
Lot 61 – Kiribati, All Ports, Husbanding Services and OOTW
Lot 62 – Marshall Islands, All Ports, Husbanding Services and OOTW
Lot 63 – Micronesia, All Ports, Husbanding Services and OOTW
Lot 64 – Nauru, All Ports, Husbanding Services and OOTW

Lot 65 – New Caledonia, Noumea, Husbanding Services and OOTW (*)
Lot 66 – New Caledonia, All Other Ports, Husbanding Services and OOTW
Lot 67 – New Zealand, All Ports, Husbanding Services and OOTW
Lot 68 – Papua New Guinea, All Ports, Husbanding Services and OOTW
Lot 69 – Solomon Islands, Honiara, Husbanding Services and OOTW (*)
Lot 70 – Solomon Islands, All Other Ports, Husbanding Services and OOTW
Lot 71 – Tonga, Nuku Alofa, Husbanding Services and OOTW (*)
Lot 72 – Tonga, All Other Ports, Husbanding Services and OOTW
Lot 73 – Tuvalu, All Ports, Husbanding Services and OOTW
Lot 74 – Vanuatu, All Ports, Husbanding Services and OOTW
Lot 75 – Western Samoa, All Ports, Husbanding Services and OOTW
Lot 76 – Antarctica, OOTW
Lots 77 – 81, Reserved

Region 4, Lots 82 - 99 (4 countries, 12 major ports)

Lot 82 – Japan, Fukuoka, Husbanding Services and OOTW (*)
Lot 83 – Japan, Kagoshima, Husbanding Services and OOTW (*)
Lot 84 – Japan, Maizuru, Husbanding Services and OOTW (*)
Lot 85 – Japan, Nagasaki, Husbanding Services and OOTW (*)
Lot 86 – Japan, Osaka, Husbanding Services and OOTW (*)
Lot 87 – Japan, Shimoda, Husbanding Services and OOTW (*)
Lot 88 – Japan, Tokyo, Husbanding Services and OOTW (*)
Lot 89 – Japan, All Other Ports, Husbanding Services and OOTW (*)
Lot 90 – South Korea, Busan, Husbanding Services and OOTW (*)
Lot 91 – South Korea, Chinhae, Husbanding Services and OOTW (*)
Lot 92 – South Korea, Donghae, Husbanding Services and OOTW (*)
Lot 93 – South Korea, Pohang, Husbanding Services and OOTW (*)
Lot 94 – South Korea, All Other Ports, Husbanding Services and OOTW
Lot 95 – Russia, Vladivostok, Husbanding Services and OOTW (*)
Lot 96 – Russia, All Other Ports, Husbanding Services and OOTW
Lot 97 – Mongolia, OOTW
Lots 98 – 99, Reserved

Line Items used in the Performance Work Statements and in the Pricing sheets for all Regions are outlined as follows:

XX01	Husbanding Services (Anchorage and Pierside)
XX02	Trash Removal
XX03	Fleet Landing
XX04	Brow Services
XX05	Ship Movements Services
XX06	Water Ferry/Taxi Services
XX07	General Charter and Hire Items
XX08	Collection, Holding, and Transfer (CHT)
XX09	Fresh Potable Water
XX10	Ship's Utility Services
XX11	Land Transportation (Personnel) Service
XX12	Telephone Services and Communications Equipment

XX13	Force Protection Barriers
XX14	Force Protection Personnel
XX15	Force Protection Supplies
XX16	Airport/Cargo & Material Handling (Port Handling Costs)
XX17	Provisions
XX18	Fuel
XX19	Other Port Services
XX20	Incidentals
XX21	Operation Other Than War (OOTW)
XX22	Cost Reporting

B. PRICING

Except for Port Tariffs, unit prices for all contract items described below shall be inclusive of all necessary equipment, licensed operators, all liability insurance as required by local law, holiday and overtime costs, customs clearances, and fuel and operating expenses.

1) Fixed Prices are required in the Pricing Schedule except where Port Tariff (PT) prices, To Be Determined (TBD) prices, or Not Separately Priced (NSP) have been identified. Services with an estimated quantity of 'No Estimate' are required to be priced in the Attachment 2 schedules and shall be treated as pre-priced items. Pricing for all services other than pre-priced items, PT items, and NSP items shall be arranged using the online pricing application procedures described in Attachment 8. Unless otherwise provided, these Fixed Prices shall also include performance at night, overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, other inclement weather, or service to tankers and ships carrying explosives. These requirements do not include performance during cyclones or typhoons except where ships are required to depart in advance of cyclones or typhoons as part of a typhoon or cyclone evasion plan. They also include all operating expenses including tugs, barges, trucks, personnel, and customs clearances and any other charges unless specifically exempted by the Government.

2) Port Tariffs will apply to those services which are based on Port Tariff rates established and controlled by Port Authorities. English translated copies of the Port Tariffs must be submitted to the Supply Officer of the ship entering a specific Port and to the NAVSUP Fleet Logistics Center Yokosuka (FLCY) email address specified at the time of contract award.

3) Fees for Husbanding Services cover regular and overtime labor of contractor personnel supporting the ships plus indirect expenses, including all management, overhead and office expenses. The husbanding fees also include costs for arranging supplies and services described herein, costs associated with attendance at periodic meetings and pre-deployment briefings. The husbanding fees represent total compensation for the contractor except for supplies and services with Fixed Prices.

4) OOTW Fees will constitute an all inclusive fixed fee based on a daily fee (per contractor person providing support) for "husbanding" the OOTW effort/logistics support.

5) Purchase Card Surcharge. The U.S. Government reserves the right to make payment by purchase card. All purchase card surcharges will be identified as a separate entry on each invoice. The Government will reimburse administrative surcharges for the lesser of actual fees or 5% for non-priced items only. Applicable purchase card surcharges shall be included in the quoted prices for pre-priced items.

6) If items are made available free of charge or at less than the quoted price by the Government, host nation, or port authority, only mobilization/demobilization charges, not to exceed the quoted unit price, may be

charged. If, for any reason, an item that would otherwise be provided by the Host Nation, Government, or port authority is not available, that item shall be provided by the HSP at the unit price quoted in Attachment 2.

C. PRICING SPREADSHEETS

Pricing spreadsheets are provided by Region as an attachment to this solicitation. The Lots marked in bold print in paragraph A above will be used for price evaluation purposes.

Important Notes

1) Pricing for supplies and services for all countries will be expressed in U.S. dollars and shall be billed in the units of the respective LINE ITEMs.

2) Definitions for the "Unit" abbreviations are as follows:

CM = Cubic Meter
DY = Day (refers to a 24-hour period beginning at start of service unless stated otherwise)
EA = Each
GL = Gallon
HR = Hour
JB = Job
LOT (LT) = A lot (LT) is a deliverable item or group of items with a separate and distinct unit price.
MT = Metric Ton
NSP = Not Separately Priced
PK = Package
PT = Port Tariff
TBD = To Be Determined

3) The Line Item Numbers consist of four numeric digits. XX replacement of any numeric digits make the descriptor generic and applicable to all LINE ITEMs in that series.

4) For pricing sheets identifying "All Other Ports" (AOP) or "All Ports" (AP), prices will be required, if not identified otherwise. Each price shall be a single, per-unit price for the specified supply or service that will apply to any of the ports included in the lot.

5) Historical port visit data for FY07, FY08, and FY09 (partial) has been provided as Attachment (3).

D. Definitions

Barge = Flat-bottomed displacement ships used for carrying or storing cargo, for separation between vessels and other structures, or as a work platform. Barges may or may not be self-propelled.

DESCRIPTION OF CONTRACTUAL SCOPE

This contract is for the provision of maritime husbanding support. It is not for husbanding agency. The holder of this contract is a U.S. Navy contractor. The holder of this contract is not an agent of the U.S. Navy and does not have the authority to bind the U.S. Navy.

Maritime Husbanding Support is defined as: Providing supplies and services as defined in the Performance Work Statement of the contract in support of Naval forces within a port area.

i. This support is provided by a Husbanding Services provider from a standard list of services under contract.
ii. For "Exceptions" items not supported by existing supply chains: e.g. fuel, subsistence, etc.
iii. Includes "Non-Priced" incidentals that cannot be identified in advance, but are in the scope of the contract.

1. The contract is for performance of Maritime Husbanding Support services at any berthing or anchoring location specified in the Attachment 2 schedules. Ordering officers of the United States Coast Guard (USCG) ships, United States Navy (USN) ships, Military Sealift Command (MSC) ships, U.S. Army vessels/ships operating in the Western Pacific and Indian Ocean are authorized to use this contract. The contract may also be used to support other U.S. Government organizations (e.g., National Oceanic and Atmospheric Administration (NOAA) that may require maritime husbanding support services.

For purposes of this paragraph, a U.S. Navy ship is any naval vessel, craft, ship, or service craft included within the scope of subparagraphs 2 and 4 of Article 0406, United States Navy Regulations, 1990. Ship size classifications that are used in the price schedules are listed as an attachment.

2. Husbanding services requirements that may be received by FLC Yokosuka from the other activities identified in paragraph 1 above are within the scope of this contract.

3. This is a Firm-Fixed-Price Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract for husbanding logistics services, services in support of Operations Other Than War (OOTW), and maritime husbanding support to Government teams visiting ports in connection with a ship visit. These service requirements are and defined in the Performance Work Statements (PWS). The "minimum" and "maximum" to be established per FAR Clause 52.216-22 are as follows:

Region	Minimum Quantity ($)	Maximum Quantity ($ Base and all option years)
Region 1, South Asia	$100,000	Sum of CLINs 0002, 1001, 2001, 3001, and 4001
Region 2, Southeast Asia	$100,000	Sum of CLINs 0003, 1002, 2002, 3002, and 4002
Region 3, Australia/Pacific Islands	$100,000	Sum of CLINs 0004, 1003, 2003, 3003, and 4003
Region 4, East Asia	$100,000	Sum of CLINs 0005, 1004, 2004, 3004, and 4004

The minimum contract dollar quantities per contract are for each contract as a whole and there are not separate additional contract dollar quantities for the option periods and/or individual LINE ITEMs.

4. The HS Contractor agrees to furnish the services or supplies at the fixed price listed in the schedules.

5. This contract is for a period of twelve (12) months, effective 30 days after award of the contract, with four (4) one-year options. The contract also includes the clause entitled FAR 52.217-9 Option to extend the Term of the Contract. If all options are exercised under FAR 52.217-9, the duration of this contract is 66 months.

6. The contract will not start for the following countries until the option expires under existing contracts:

Contract becomes effective on 1 Jun 2012 for South Korea.

7. In the event of contingencies in the open ocean such as submarine rescue, the Contracting Officer may issue an order to the contractor that is awarded the husbanding logistics contract in the nearest country in which there is capability to satisfy the requirement.

8. The contract will include the clause entitled FAR 52.237-7023 (Class deviation 2009-00010) Continuation of Essential Contractor Services. Contractors providing services designated as essential contractor services by a DoD component are expected to use their best efforts to continue providing such services, in accordance with the terms and conditions of their contracts even during periods of crisis.

9. For lots identified as "All other Ports" or "All Ports", the geographic scope of the lot, for Purposes of Lot Line Item XX21, OOTW is the entire country listed in the lot. The geographic scope of the lot, for all Lot Line Items other than XX21, is the port locations listed in each lot of the Attachment 2 schedules.

10. Incidentals within the scope of this contract may be classified within one of the following categories:
- Charter and Hire
- Utilities
- Anti-terrorism Force Protection
- Communications
- Transportation
- Lodging
- Port Handling Services
- Other Port Services (Reception Supplies and Services)
- Administrative Supplies

Performance Work Statement (PWS) for Husbanding Services

A. GENERAL OVERVIEW

1. OBJECTIVE

The primary objective of this contract is to obtain Maritime Husbanding Support for U.S. Navy ships and other Government teams supporting ship visits at the locations specified in the Attachment 2 schedules. In addition, the contract may be used to support Operations Other Than War (OOTW) in a respective Region.

2. SCOPE

a. The general scope of this contract and its general conditions are described above. This section provides the detailed Performance Work Statement (PWS) descriptions for applicable Line Items.

b. General Requirements

i. The HS Contractor shall provide timely delivery of quality goods and services at fair and reasonable prices to ships making port visits;

ii. The HS Contractor shall provide timely delivery of supplies and services conforming to this PWS.

iii. The HS Contractor shall assure that supplies and services arranged on behalf of the ship's Supply Officer (SUPPO) or authorized ordering officer conform to the general requirements of the contract and shall assist the SUPPO or authorized ordering officer with resolving any problems in meeting the requirements.

iv. The HS Contractor shall identify representatives to act as the principal points of contact between the HS Contractor and NAVSUP Fleet Logistics Center Yokosuka representatives concerning price and performance issues throughout the Region. These individuals shall facilitate communications among ships, Defense Attaché Offices (DAO), Port Services Officers and FLCY.

v. The HS Contractor shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the U.S. Government.

vi. The HS Contractor shall ensure that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

vii. The HS Contractor shall ensure that subcontractors comply with these requirements.

3. PRICING

a. Except for Port Tariffs, To Be Determined (TBD), and Not Separately Priced (NSP) items, unit prices for all contract items described below shall be inclusive of all other costs including, but not limited to, all necessary equipment, licensed operators, liability insurance as required by local law, holiday and overtime costs, customs clearances, fuel and operating expenses. In those cases where prices are by Ship Class, Attachment # 1 applies. All contract prices are in U.S. Dollars (US$). All taxes and surcharges are included in the unit cost.

b. Fixed prices are required in the pricing schedule except for Port Tariffs, TBD items, or Not Separately Priced (NSP) items. Unless otherwise provided, these prices shall also include performance at night, in overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, or service to tankers and ships carrying explosives. They also include all operating expenses including, but not limited to, tugs, barges, trucks, personnel, and customs clearances.

c. The pricing for all services requiring the use of transportation type conveyances (i.e., trucks, barges for LINE ITEMs for trash removal, CHT removal, potable water, landing barges, oily waste removal, etc) shall include the use of the equipment as required to complete the service in the statement of work without any additional charges for detention or demurrage.

d. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate LINE ITEM in the Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

e. All pre-positioning or pre-staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

f. Repositioning is defined as: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions. Where a ship is at anchorage and the Ordering Activity requests repositioning of equipment, the HS Contractor shall be entitled to additional fees for repositioning to be determined by use of:

   a. Priced sub lot line items, or
   b. Prior agreement of the Ordering Officer in cases where the total repositioning costs do not exceed $25,000
   c. Prior agreement of the FLCY Contracting Officer in cases where the total repositioning costs exceed $25,000.

   In the case of (c) above, the repositioning cost shall be reported and confirmed using the online pricing application procedures described in Attachment 8.

g. When the HS Contractor obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list (e.g. port tariff), then the HS Contractor shall be reimbursed for the published price of the item. The HS Contractor shall not be paid an amount in addition to the published price of the item. A copy of the published price list (e.g. port tariff) shall be provided to the Supply Officer at the time of initial boarding and to the FLCY email address specified at the time of contract award for each region with the pre-arrival cost estimate.

h. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and/or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged. For the purposes of this contract, one (1) day is equal to 24 hours and begins with the performance of service. For example, service from 1800 until 1800 the next calendar day is equal to one (1) day of service. In cases where the billing unit is ‘day’ and a full day of service is not used by the Ordering Activity, the HS Contractor shall be entitled to bill for one day of service. For example, if a sub lot line item with a billing unit of day were ordered and used for 30 hours, the HS Contractor would be entitled to bill for two days of service. In cases where the ship does not arrive at the time specified in the ordering LOGREQ and services are made available based upon the time requested in the ordering LOGREQ, billing for services may commence at the time requested by the Government unless notice of cancellation is provided by the Ordering Activity or the organization authorized to pass this information on behalf of the Ordering Activity.

i. Demurrage charges shall only be charged if the HS Contractor’s service is unduly delayed due to the fault of the U.S. Government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but, due to the fault of the government, was not attended to until 1500 hrs when pumping begins. The HS Contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs).

j. Port Tariffs will apply to those services that are based on the Port Tariff rates established and controlled by the Port Authorities. The abbreviation "PT" in the pricing schedule identifies the port tariff items that the HS Contractor is not required to price.

k. Fees for husbanding services cover regular and overtime labor of HS Contractor personnel supporting the ships plus all indirect expenses, including all management, overhead and office expenses. The husbanding fees also include costs for arranging supplies and services described herein, costs associated with attendance at periodic meetings with the exception of travel expenses described in this paragraph. The husbanding fees represent total compensation for the HS Contractor except for supplies and services with fixed prices or incidentals. Travel expenses incurred by the HS Contractor in support of a LRT or advance ship detachment will be reimbursed based upon actual receipts and in accordance with the JTR guidelines. Travel expenses will be reimbursed upon presentation of documentation to the ordering activity. Any air transportation will be reimbursed at the economy class fare.

l. OOTW will constitute a fixed fee based on a daily rate (per HS Contractor person providing support) for "husbanding" the OOTW effort/logistical support.

m. The U.S. Government reserves the right to make payment by purchase card.

n. The services at anchorage shall be provided at all anchorage points assigned by the local port authority.

o. As part of the husbanding service provider's proposal, a purchasing process and system for pricing items along with an Online Pricing Application(see Attachment 8 for the PWS for the Online Pricing Application requirements) was proposed and accepted by the Government which included sufficient safeguards so that the Contracting Officer or Authorized Government Representative may determine the prices as fair and reasonable. Pricing of supplies and services for items not pre-priced within a lot line item (e.g., incidentals, OOTW supplies or services, fuel, and provisions) shall be in accordance with the husbanding service contractor's proposed purchasing/pricing process (implemented by the online pricing application) that was accepted by the Government upon contract award.

p. The HS Contractor will be fully compensated for all services including pre-priced, port tariff, TBD, fuel, provisions, and incidentals. Port tariff items will be reimbursed at actual cost. Provisions (XX17) and fuel (XX18) shall also be invoiced and reimbursed at actual cost. Any HS Contractor fee for acquiring and arranging for these items shall be included in the corresponding Line Items XX17AA (for provisions) and XX18AA (for fuel).

q. Several Lot Line Item services are based on volume (e.g. trash removal, CHT, potable water, and oily waste removal). Volume-based services shall be priced at the same unit price specified in the Attachment 2 schedules, regardless of the class of vessel requiring the services. For example, a class V vessel requiring 1000 CM of CHT removal would be charged the same unit price as a class II vessel requiring 100 CM of CHT removal.

4. QUALITY

a. The HS Contractor shall provide the timely delivery of goods and services at fair and reasonable prices to ships making port visits, provide continuous oversight of costs and performance throughout the area covered by this contract, and make meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. The HS Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning price performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Operations Officers, and FLCY. The contract will not specify how the HS Contractor is to perform, but measurable performance standards are established in the Quality Assurance Surveillance Plan (QASP) to monitor contract performance during each ship's visit.

b. The quality of all services or supplies provided shall conform at least to commercial standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

c. The performance standards are explained in the Quality Assurance Surveillance Plan (QASP), Attachment 10. The performance standards are:

i. Timely submission of pre-arrival cost estimates (described para.5 (a) below) NLT 48 hours after receipt of the ordering logisitics requirement (LOGREQ) message. In the event that the LOGREQ is received after 48 hours prior to the ship's arrival, the pre-arrival cost estimate shall be provided as soon as practicable, but in no case later than 48 hours after receipt of the ordering LOGREQ;

ii. Timely submission of Logistics Support Services Repository (LogSSR) cost report within seven (7) calendar days from the completion of the ship's visit;

iii. Accuracy of the actual (final) LogSSR report and pre-arrival cost estimate;

iv. Ship's satisfaction with the contractor's services during the port visit as identified in the ship's port visit cost report; and

v. Adherence to the pricing process proposed and accepted by the Government for non-priced items and timely submission of all information and documentation within the Online Pricing Application.

vi. HS Contractor Suggestions for cost savings and/or cost avoidance.

d. The percentile goals are fixed for each factor within the QASP. The failure of the HS Contractor to meet the percentile goal for any factor will be investigated and evaluated by the Contracting Officer. The HS Contractor will be given the opportunity to refute an adverse assessment prior to finalizing the metric for a quarter.

5. LOGISTICS RESPONSE TEAM

In the event that a Logistics Response Team for a ship arrives in port prior to the ship's arrival, the HS Contractor will assist the logistics response team by providing logistical support and coordinating all requirements.

When the HS Contractor provides support for a Logistics Response Team so that it can perform its mission, the HS Contractor is entitled to bill at the "Subsequent Days" daily rate for husbanding services for each day of support provided "in person" to the logistics response team.

a. Pre-arrival Cost Estimate - The HS Contractor shall furnish to each ship and FLCY email address specified at the time of contract award, a pre-arrival cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the Attachment 2 spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-priced items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff." This estimate shall be provided to the ship and FLCY Yokosuka email address specified at the time of contract award for each region within 48 hours after receipt of the LOGREQ. This report shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs. The LOGREQ, when submitted by, under authority of, or on behalf of an Ordering Activity, is an order under this contract for pre-priced items. Non-priced items ordered on the LOGREQ become orders only after prices have been determined fair and reasonable and are agreed upon by the Ordering Officer or by a FLCY Contracting Officer. For non-priced items with an extended cost less than $25,000, either the Ordering Officer or the FLCY Contracting Officer may determine if a quoted price is fair and reasonable. For non-priced items with an extended cost greater than $25,000, only the FLCY Contracting Officer may determine if a quoted price is fair and reasonable. Required approvals and determinations of fair and reasonable pricing by the FLCY Contracting Officer (>$25,000 extended price)

will be made by confirming the prices and documentation posted to the online pricing application. Approvals and fair and reasonable determinations that may be made by either the Ordering Officer or FLCY Contracting Officer (<$25,000 extended price) may be confirmed orally, in writing, or by email by the Ordering Officer or FLCY Contracting Officer. Regardless of the approval method, reporting and documentation of all non-priced items other than port tariff items ordered under this contract must be made using the online pricing application. Orders placed by a LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

b. The LOGREQ cost estimate does not replace the HS Contractor's requirement to respond (i.e., info addressees on responses to the Ordering Officer) to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U.S. Defense Attaché's Office.

c. The HS Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

d. The HS Contractor shall coordinate with other U.S. Government Contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

e. The HS Contractor shall assist the ship's Logistics Response Team to include planning and coordination meetings.

f. Travel expenses incurred by the HS Contractor in support of a LRT or advance ship detachment will be reimbursed based upon actual receipts and in accordance with the JTR guidelines. Travel expenses will be reimbursed upon presentation of documentation to the ordering activity. Any air transportation will be reimbursed at the economy class fare.

6. SHIPS'S (LOGREQ) LOGISTIC REQUIREMENTS

U.S. Navy ships and/or FLCY Logistic Support Representative (LSR) or other activity authorized to pass LOGREQ requirements on behalf of Ordering Officers will provide, via e-mail, a copy of the unclassified "logistics requirements" (LOGREQ) message directly to the husbanding HS Contractor as described under "ISSUANCE OF ORDER" in Contract Terms and Conditions – Commercial Items (FAR 52.212-4 Addendum). This LOGREQ will contain the majority of supplies and services required by the ship, and will represent the order, for pre-priced items, upon which the HS Contractor shall begin performance.

a. A ship, an activity authorized to pass a LOGREQ on behalf of the ship (i.e. Port Service Office or DAO), or an authorized ordering activity may notify the HS Contractor of a forthcoming visit requiring husbanding services. Upon notification of a visit, the HS Contractor shall make such preliminary arrangements as necessary with port authorities, other U.S. Government Contractors, and other commercial firms to provide supplies and services requested by the ship. The HS Contractor shall confirm receipt of the ordering LOGREQ (to the activity who provides the LOGREQ to the HS Contractor) within 24 hours. Confirmation of receipt may be made by email to the activity passing the LOGREQ to the HS Contractor.

b. Ships will not provide force protection requirements in unclassified LOGREQ messages. The force protection requirements are specified in a classified LOGREQ issued by the ship to U.S. Government activities. The activity to which this message is addressed will contact the Contractor and pass the ship's force protection requirements for action. The HS Contractor shall confirm with the ship that these force protection requirements received have been actually ordered by the ship prior to beginning performance. The ship's Supply Officer (SUPPO) or Commanding Officer may also request additional force protection requirements not covered by the classified LOGREQ by email, telephone, or personally upon ship's arrival. The HS Contractor shall coordinate with the SUPPO before providing any additional force protection. If any other activity or individual orders force protection services (i.e. NCIS, etc) not covered in the ship's classified LOGREQ, the HS Contractor is required to immediately inform the ship and receive confirmation prior to beginning performance of these services. Organizations such as NCIS and DAO are

not the actual Ordering Officer and have no contractual authority to place orders. Only the Ordering Officer or the FLCY Contracting Officer has the authority to confirm or change an order.

c. LOGREQ Pre-arrival Cost Estimate. The HS Contractor shall provide each ship or ordering activity an estimate in response to an LOGREQ message issued to the HS Contractor by any method identified under "OC-7 ISSUANCE OF ORDER" clause. The pre-arrival cost estimate shall be submitted in accordance with Attachment (8)-PWS Cost reporting. The LOGREQ message is not an order for non-priced items until priced by the contractor and confirmed by an authorized ordering officer. The requirements shall be provided to the HS Contractor by ships, activities and individuals identified in the contract. This estimate shall be sent within 48 hours after receipt of the LOGREQ message and will explain any anticipated "additional" costs and include cost savings or avoidance recommendations. In a situation where the HS Contractor receives a LOGREQ message with less than 48 hours prior to the arrival of the ship, the HS Contractor shall make every effort possible to provide the required documentation and price estimate prior to the ship's arrival, but in no event later than 48 hours after receipt of the LOGREQ message.

7. INITIAL BOARDING

a. The HS Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival. Upon initial boarding the HS Contractor shall provide all emergency telephone numbers, i.e. police, hospitals, firefighters, etc. In addition, the HS Contractor is required to provide the emergency telephone numbers for shipboard generated industrial waste (SGIW) disposal and hazardous material (HAZMAT) and oil spill response and reporting procedures to all ships upon initial boarding or in a LOGREQ reply. The HS Contractor shall visit the ship at least once per day and shall be available on call at all times (24 hours per day, seven days per week) to assist the ship with requirements and to resolve problems.

b. The HS Contractor shall brief the designated ship representative about Contractor-provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HS Contractor shall provide its POC information with 24-hour contact phone numbers.

c. The HS Contractor shall provide the SUPPO with copies of applicable port tariffs and current prices for frequently ordered services, and with any other information provided by FLCY for distribution. Copies of applicable port tariffs and current prices for services shall be in English. The HS Contractor shall be prepared to take additional ships' orders for supplies or services not placed in the ordering LOGREQ. All orders placed after the ship's arrival shall be reported and prices confirmed (if non-priced items) using the LogSSR reporting requirements and online pricing application procedures described in Attachment 8.

8. POINT OF CONTACT

a. Based upon the ship's orders, the HS Contractor shall ensure the timely filling of all ship's requirements. The HS Contractor shall designate at least one senior company official to be the Point of Contact (POC) under this contract for logistic and contractual support. The POC shall be fully fluent in English. The HS Contractor is required to designate the POC at the time of contract award.

b. All HS Contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port. All correspondence shall be in English. All electronic communication between visiting vessels and the HS Contractor shall be copied to the FLCY Contracting Officer and Logistic Support Representative emails specified at the time of contract award. The HS Contractor is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered by the Supply Officer from the HS Contractor.

9. ORDERING SUPPLIES AND SERVICES & PROVIDING GENERAL ASSISTANCE

The ship(s) will submit LOGREQs that include requests for a variety of services and supplies. The first obligation of the HS Contractor is to verify if any of the requested services and supplies can be provided free of charge by the host nation.

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If services and supplies are not available free of charge from the host nation, they must be provided if within the scope of this contract. The Contracting Officer will be notified if there is a question regarding the scope of the contract. If these services and supplies are not priced in the contract, or if these services and supplies are available under other U.S. Government contracts, the following applies:

a. Passing Requirements to other U.S. Government Contractors: The HS Contractor shall coordinate and pass orders, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts (e.g., Prime Vendor or Defense Energy Supply Center (DESC)) for various supplies and services required. This husbanding service includes all necessary actions to facilitate the acceptance of supplies or services rendered under U.S. Government contracts. Any disputes or discrepancies arising from the order will be resolved directly between the SUPPO and the other Contractor(s). The HS Contractor shall also facilitate any necessary force protection vetting requirements so that other U.S. Government contractors can perform their contractual requirements.

b. The U.S. Government will not pay the HS Contractor for any personal requests from individual crewmembers, whether military or civilian.

c. The HS Contractor shall install all ordered equipment upon the ship's arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

d. Money Exchange Services: The HS Contractor shall arrange for authorized moneychangers to exchange U.S. dollars for ship personnel into local currency. Money Exchange services shall be made available onboard ship to crewmembers at least two hours daily with buy-back service on the day before the ship's departure. The moneychangers may include a commission of not more than plus or minus 1.5% difference from the Official Exchange Rate. A locally-available and verifiable currency exchange rate may be used as the Official Exchange Rate. Verification of the exchange rate shall be provided to the Ordering Activity at the time of service. The HS Contractor shall maintain adequate records justifying its basis for determining the Official Exchange Rate and shall make those records available to the U.S. Government upon request. This Official Exchange Rate will be used for financial conversions not covered by payments in U.S. dollars.

e. Laundry Services: The HS Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Laundry and dry cleaning services that are required by the ship from the laundry and dry cleaning vendor will be ordered from the vendor by the ship. Payment for services will be made by the ship to the vendor rather than through the HS Contractor. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure. The HS Contractor shall assist in resolving vendor billing discrepancies.

f. Interpreter Services: The HS Contractor shall provide interpreter services to assist the Supply Officer to assure timely delivery and performance of the supplies and services ordered by the Supply Officer under this contract. This limited set of interpreter services is required under the Management Services LINE ITEM and is separate from the interpreter services required under LINE ITEM XX18.

g. Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

h. Morale Welfare and Recreation (MWR) Services: The HS Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) Contractor servicing the ship. If an ITT contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If there is an ITT contract, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship. In the absence of an MWR contract, the HS Contractor shall provide advance information on all recreational/liberty activities available in local area. Information (with associated costs) shall include, but is not limited to, sightseeing tours, entertainment, sporting events, transportation, lodging and visitor tips. The HS Contractor shall coordinate all recreational/liberty requirements communicated by the ship. The HS Contractor shall disseminate information on the full scope of recreational/liberty opportunities, sightseeing tours, entertainment, sporting events, local area transportation and lodging. The HS Contractor shall plan, coordinate and assist as necessary, in port requests for entertainment, athletic competitions, sightseeing tours and unit parties/picnics.

i. Immigration, Customs and Visa: The HS Contractor shall assist ship personnel with immigration, customs and visa requirements into the country of the port visit.

j. Medical Emergencies: If requested, the HS Contractor may be required to make arrangements for emergency medical treatment of ship's crewmembers while the ship is in port. In cases where a member is airlifted into a port by the ship, the HS Contractor, in coordination with the U.S. Consulate/Embassy, will arrange for proper medical care until the member can be returned to the ship, or evacuated to the United States. If there are costs associated with arranging these services, the HS Contractor shall obtain approval from the SUPPO/Contracting Officer prior to providing the support.

k. The HS Contractor shall facilitate the ship's timely departure. The HS Contractor shall provide timely invoices of provided services and supplies to the Supply Officer at the time of the pre-sailing visit. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided. The HS Contractor shall remove all provided equipment.

l. Pre-Sailing Visit: The HS Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the HS Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. Written receipt for acceptance of all services shall be obtained during this visit. The Ordering Activity shall provide a check or DD1155 for all finalized invoices prior to departure where the content of the invoice is not disputed. The HS Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The HS Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The HS Contractor's point of contact for this information shall be the Commanding Officer, Command Duty Officer, Operations Officer, or the Officer of the Deck.

10. UNIQUE / PARTICULAR SITUATIONS

a. Assisting two ships: If a ship, not in port, requests assistance from the HS Contractor, the ship will pay the husbanding services subsequent days' fee. However, if at the same time, using the same helo or other transport, the HS Contractor provides service to two ships (e.g. delivery of fresh fruits and vegetables (FFV) at one time for two ships using the same helo), the HS Contractor is entitled to bill for only one subsequent day.

b. Under Class I size vessels (based on the number of personnel): If two small vessels, under the size of Class I, IA or IB come into the port together, submit consolidated requirements, and have approximately the same

schedule, the HS Contractor will only charge for one Class I, IA, or IB vessel vice two. However, if only one such vessel comes into port, the HS Contractor will charge full Class I rates.

c. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within 3 days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back on Saturday, Sunday or Monday, it will be charged subsequent day fees. If the ship comes back Tuesday, it will be charged the first day rate).

d. If a ship comes into port and does not notify the HS Contractor or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days, subject to the conditions in paragraphs (b) and (c) above.

e. Ship Repair: If ship repair is required and performed in one of the ports covered by this contract, husbanding services will be provided only if requested by the ship. U.S. Navy Ships in shipyards at locations covered by this contract may order supplies and services from this contract without the requirement to also order Management Services.

f. The HS Contractor is required to be able to simultaneously husband thirty (30) ships throughout the Region, including up to two (2) Class V and two (2) Class IV ships in a single port simultaneously.

g. Order of Priority of Usage: The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or, if the port-provided supplies and services are less expensive than similar services provided by the HS Contractor or its subcontractors, or finally provide it themselves to include subcontractors. Where the reasonable cost of mobilization/demobilization for U.S. Government owned equipment exceeds the quoted price of the sub lot line item it is intended to replace, the HS Contractor shall use the least cost alternative to meet the requirement. Information on availability of host nation provided services, where available, is annotated on the Attachment 2 pricing schedules. If, for any reason, an item that would otherwise be provided by the Government, host nation, or port authority is not available, that item shall be provided by the HS Contractor at the price quoted in the Attachment 2 pricing schedules.

h. MARK V High-Speed Interceptor Craft (HSIC): MARK V (HSIC) Special Operations Craft may be in port or in the vicinity for up to 90 days conducting operations. The HS Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and only one Management fee shall be charged when husbanding two MARK V vessels at the same time.

i. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The HS Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit.

j. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HS Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong SAR and Singapore.

k. Other Personnel - Other U.S. personnel conducting business at locations covered by this contract may order off the contract without incurring Management Service Fees. Support of ‘Other Personnel’ is limited to Logistics Response Teams and ship detachments (e.g. ship’s beach detachment, site survey team, advance force protection teams) in direct support of a ship visit. These orders do not involve continuous

management of husbanding services and may be for items such as vehicles, phones or other services. For example these services may be ordered from the HS Contractor when hotels, transportation and rental of cellular phones are required for the personnel described above.

l. Short Notice Orders: The contractor shall perform all orders that are issued within the minimum order lead time annotated for each lot in the Attachment 2 schedules. If orders are issued with less than the required minimum order lead time prior to the start of performance, the contractor shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

m. The minimum order lead time applies to all Lot Line Items with the exception of XX40, Operations Other than War, which remain subject to the requirements stated in Attachment 9. The HS Contractor shall provide all requested services, to include mobilization of required equipment, when the Ordering LOGREQ is received from the Ordering Officer or their representative with a lead time greater than the number of days specified in the Attachment 2 schedules for the Lot location where performance is to take place.

11. LINE ITEM DESCRIPTIONS

a. LINE ITEM XX01 - HUSBANDING SERVICES (ANCHORAGE AND PIERSIDE)

The HS Contractor shall provide husbanding services to ships visiting the ports in the Region covered by this contract. Line Items XX01 require that the HS Contractor perform all services and provide all supplies necessary to fully comply with the tasks and responsibilities described at paragraphs 1-10 above unless a task or responsibility is specifically included in a separately-priced Line Item below. The HS Contractor's responsibilities under these Line Items start prior to the arrival of the ship and continue after the ship's departure.

The price for Line Items XX01 covers all regular and overtime labor of HS Contractor's personnel supporting the ships plus indirect expenses, including all management, overhead, office expenses, and profit for performing tasks required by these Line Items.

The husbanding fee is based on the Class of the ship and broken down by the First Day and Subsequent Day of the ship visit. A husbanding fee may be provided to the HS Contractor for services rendered prior to the ship's visit, i.e. assistance to the ship's logistics response team.

b. LINE ITEM XX02 - TRASH REMOVAL

1. Trash removal service is the collection and disposal of refuse (i.e., trash) including liquid, semi-liquid, or solid garbage. Refuse does not include explosives and incendiary waste, or waste contaminated by medical and radiological processes.

2. The HS Contractor shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse. The HS Contractor shall provide dedicated refuse bins to the ship. The HS Contractor shall collect all loose refuse placed adjacent to refuse bins. The HS Contractor shall immediately clean up any spilled refuse. The HS Contractor shall properly dispose of all collected refuse.

3. For ships at pier side, the HS Contractor shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulation, or barges alongside the ship. The HS Contractor shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.

4. For ships at anchorage, the HS Contractor shall remove trash at the times agreed to by the HS Contractor and Supply Officer. The frequency of removal shall be as follows:

SHIP CLASS	DAILY FREQUENCY
I, IA, IB	1
II	2
III	3
IV and V	Continuously Via Dedicated Barge when permitted

5. For trash collection at anchorage, the trash barge shall be available 24 hours a day (where not contrary to law or port regulation) with suitable self-fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

6. For trash collection by barge, the HS Contractor shall provide trash barges/scows (with tug service if barge is not self-propelled) for ships at anchorage. The barges shall be completely empty at time of arrival at the ship. In situations where an empty barge is not available, the contractor shall provide a system to measure the volume of trash deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of the trash. All trash barges/scows shall be properly fendered to prevent damages to U.S. Government vessels. The HS Contractor shall have ready access to sufficient barges and equipment to support at least two (2) ships at anchorage simultaneously. The barge's crew shall be entirely responsible for the tending of lines and for barge's security. The movement of trash from the ship to the barge shall be performed with care by the ship's sailors and in the manner ensuring the safety of the HS Contractor's crew and barges. Any instances of unsafe practices shall be brought to the attention of the ship's Commanding Officer, to ensure that corrective and preventive action is taken.

7. In instances of bad weather or emergency where the ship must depart on short notice, the HS Contractor shall remove barges within four hours of being directed to do so by the ship. Should a vessel with a trash barge alongside experience an emergency where the ship must depart, the SUPPO will advise the HS Contractor at least four (4) hours in advance for the barge pick-up at no additional cost to the U.S. Government.

8. The HS Contractor shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The HS Contractor is also responsible to follow any environmental regulations required by each country. The HS Contractor is required to keep all disposal certificates and shall make them available to FLCY upon request.

9. Whether at anchor or pierside, U.S. Government personnel will dump the trash on the barges or in the containers.

10. Any spillage of refuse in the course of the removal operations shall be cleaned up immediately by the HS Contractor. Refuse containers, when used and when emptied, shall be returned to their original position with the lids (if any) replaced thereon.

11. The HS Contractor shall be paid based on the ACTUAL CUBIC METERS of trash removed. The HS Contractor shall be entitled to bill for 60 CM under sub lot line items XX02AC where the actual volume of trash removal is less than 60 CM (per order).

12. Where trash is required to be segregated, the Ordering Activity shall be required to segregate the material at the time of disposal. The HSP shall be responsible for providing separate containers for each vessel, clearly marked with the required categories and for informing the Ordering Activity, upon arrival, that segregation is required. If the Ordering Activity does not segregate trash as required, the HSP shall inform the Ordering

Activity and Logistic Support Representative (LSR) prior to departure and bill for the cost of trash segregation under Line Item XX20, Incidentals within 48 hours after the vessel's departure.

c. LINE ITEM XX03 - FLEET LANDING

1. When ordered by the ship, the HS Contractor shall furnish services/supplies for the fleet landing area. The following is a list of the basic supplies and services that a ship may need. It doesn't cover all the services that may be ordered by a ship for fleet landing.

2. FLEET LANDING. HS Contractor shall provide the sub-line items specified in this Line Item and shall provide a unit price for each sub-line item. The unit price shall be per day for each item. Mobilization/demobilization charges shall be included in sub-line item price.

   The Fleet Landing LOT consists of the following:
   a. One (1), 40-feet refrigerator unit or two, 20-feet refrigerator units, with required power to operate the units.
   b. PORTABLE TOILET UNIT SERVICES. The unit price shall be for a single commode and one (1) urinal. The daily rate shall include pumping and cleaning as many times as necessary to ensure clean, sanitary condition and providing all chemicals, cleaning products and toilet paper. The HS Contractor shall check toilet facilities at least every six (6) hours to ensure cleanliness.
   c. PORTABLE ELECTRIC GENERATORS. The HS Contractor shall provide a portable, gasoline powered, electric generator capable of supplying power to portable lighting and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). Generator shall be at least 5KW with circuit breaker protector. Daily rate includes fuel, oil, and necessary consumables to operate the generator, transportation, set-up, dismantling and labor.
   d. Chairs (each per day)
   e. Long tables - approximately 2 meters in length (each per day)

   Any other supplies, services or quantities of supplies and services other than those listed above shall be provided in accordance with the procedures set forth in LINE ITEM XX20.

d. LINE ITEM XX04 – BROW SERVICES

1. Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The HS Contractor shall provide the brows specified in the schedule as ordered by the ship. A range of brow sizes is provided in each of the sub lot line items of lot line item XX04. All brows provided by port authorities, host nation, or US Government shall be billed at cost as port tariff items. Mobilization, demobilization, setup and placement shall be included in the proposed unit price of all XX04 sub lot line items. In cases where brows are provided by port authorities, host nation, or US Government free of charge, at reduced cost, or for mobilization/demobilization costs only; these costs will be reimbursed without additional fees or markup.

2. Due to the height difference between the submarine deck and pier, the HS Contractor provided submarine brow (must afford personnel a smooth and safe transit when entering or exiting the submarine deck. The submarine brow must be capable of supporting shore power cables without damaging the cable.

3. Brows shall be provided free of charge by Royal Navy Liaison Office (RNLO) in Sembawang port for ships berthed at piers 5, 6 , and 7.

4. The HS Contractor shall be entitled to bill for 4 hours of usage under this line item when actual usage is less than 4 hours (per order). Billing for brows shall be calculated up until the scheduled time of departure. Discrepancies, if any, between the number of hours billed at the pre-sailing visit and the actual number of hours used shall be invoiced and paid in accordance with the procedures in OC-1, Invoices and Payments, and the PWS paragraph 9.l. The order of priority of usage in paragraph 10.g. applies.

5. Mobile Crane Services

The HS Contractor shall provide mobile crane services (shore crane) with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each mobile crane ordered.

Crane services under this Line Item are for land cranes only. Floating cranes are to be provided and billed under Line Item XX20 procedures if required.

6. Forklift Services

The HS Contractor shall provide forklift services with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. Upon the Supply Officer's request, the HS Contractor shall provide information concerning forklift/lifting capacity. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered.

e. LINE ITEM XX05 – SHIP MOVEMENT SERVICES

1. The HS Contractor shall arrange pilots, tugs, and line handlers as ordered. The HS Contractor shall coordinate with port authorities, as necessary, to ensure that the services are available at the times requested. It should be noted that the port authority or other authorized sources provide these services, and are, therefore, to be priced in accordance with current tariff rates.

2. The HS Contractor shall provide tugs to bring ships to and from berthing locations. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

3. Only if pilots, tugs, or line handlers are not available through the port authority, the HS Contractor shall use commercially available sources and priced in accordance with the unit quantities indentified in the pricing schedule (LINE ITEMs XX05AA, XX05AC, XX05AD and XX05AG).

f. LINE ITEM XX06 - WATER FERRY/TAXI SERVICES

1. The HS Contractor shall provide water taxis to transfer ship personnel to and from the ship and the fleet landing in accordance with Attachment 16 - Water Taxi Specifications. At the commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule. The HS Contractor shall provide water taxi service when the vessel is expected to be at anchorage for twenty-four (24) hours or more. Water taxi service shall be always available, with the exception of inclement weather, during the two (2) one-hour meal breaks and during refueling. At the commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule.

2. The hourly rate for taxi water service shall include a minimum of two (2) qualified operators (a driver and one other operator), any other helpers or crew members required by local authorities, all insurance, fuel, holiday surcharges, overtime, and other operating expenses. Operator qualifications are set forth in paragraph (16) below.

3. Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the ship. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection. The HS Contractor shall be entitled to a six (6) hour minimum rental fee in cases where actual usage is less than 6 hours (per order).

4. Deleted

5. If the HS Contractor cannot provide the size of water taxi ordered, the HS Contractor shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event the ship will be charged for the size of the water taxi ordered. For example, if one (1) 250-pax water taxi is ordered and is not available, then two (2) 125-pax water taxis shall be provided for the rate of one (1) 250-pax water taxi if acceptable to the Ordering Officer.

6. The HS Contractor shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the port or the country in which the port is located. Apart from compliance with local laws and regulations, the HS Contractor shall meet all additional requirements as set forth throughout the PWS. Water taxi shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, and fitted for service required. Further, water taxi shall be in a clean condition when presented for service and shall be free of debris. The water taxi shall be sufficiently clean so as not to soil passengers, their clothing, or possessions with dirt, grease, oil, or other matter. If the water taxi does not meet the requirements of this paragraph as determined by the Ordering Officer, the U.S. Government shall have the right to reject the water taxi for performance of services.

7. The HS Contractor shall ensure that all water taxis are fully licensed, registered, and insured, including adequate liability insurance, in accordance with local laws and regulations.

8. Each water taxi shall be equipped with at least one clean and serviceable life jacket for each passenger and crewmember, and all jackets shall be stowed in a readily accessible place.

9. Except as otherwise specified herein, the service shall include all equipment needed to transport personnel between the vessel anchored in the outer harbor, or in the inner harbor, fleet landing, or any designated pier or berth within the port. If it becomes necessary to change the landing point of the water taxi (pier or berth) within the port, the HS Contractor shall dock at the new landing point. In the event this occurs, it will be considered to be a "Change" to the contract. Any entitlement to and any amounts of additional or reduced charges shall be determined pursuant to the clause entitled "Changes" that is part of Contract Terms and Conditions – Commercial Items (FAR52.212-4)".

10. All water taxis used by the HS Contractor shall provide overhead covering.

11. Before the commencement of any services under this contract, the HS Contractor shall make the water taxi available to the Ordering Vessel's Commanding Officer or designated representative for inspection.

12. The following information shall be conspicuously posted in English and the language of the country in which the port is located:

    a. Current operator's/captain's license.
    b. Passenger/weight capacity limits notice.
    c. Location of life jackets and other life saving equipment.
    d. Location of all exits indicated in large letters.
    e. Emergency procedures.

13. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

14. 'Adverse weather' conditions are weather conditions in which operations of water taxis are unsafe for passengers and shall be determined by the Commanding Officer, Command Duty Officer, Operations Officer, Officer of the Deck, or local port authority. Operation of the water taxi shall be in a safe and seaworthy manner. Operation of water taxis is not allowed under adverse weather conditions.

15. The consumption of alcoholic beverages shall not be permitted aboard the water taxi.

16. Operator Qualifications: All personnel or employees of the HS Contractor operating water taxis, shall have all certification required and issued by the law of the country in which the port is located for the operation of the type, class, or size of water taxi being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the water taxis are to be operated to ensure the water taxis are operated in a safe and seaworthy manner. At least one operator on each boat must speak English. The HS Contractor is required to provide a minimum of two (2) qualified operators for each water taxi at all times.

17. Security: During the term of this contract, the ship(s) to be serviced will provide adequate and sufficient security personnel for maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the ship's Commanding Officer or designated representative. When such naval personnel are embarked in a HS Contractor-operated water taxi, he will be responsible for the good order and discipline of naval personnel.
18. In the event of a water taxi breakdown, immediately prior to, or during a trip, the HS Contractor shall immediately provide a replacement water taxi that complies in all respects with this contract, at no additional cost to the U.S. Government. If a water taxi is not operable when required under this contract, the HS Contractor shall immediately provide at no additional expense to the U.S. Government, a replacement water taxi which complies in all respects with this contract.

19. Any personal articles or items found on the water taxi after completion of each trip shall be turned over to the ship's Security Officer or his direct representative.

20. To verify a claim by the HS Contractor for any damage or destruction caused by the U.S. Government, it shall be the responsibility of the HS Contractor to ensure that the water taxi is jointly inspected before and after each trip by the HS Contractor and an authorized representative of the U.S. Government.

21. When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

22. Inspection and acceptance criteria for water taxi services. The Commanding Officer or his designated representative of the ARMY/USS/USNS/USCG ship shall inspect and accept all liberty boats/water taxis prior to transporting any personnel. Each order for liberty boat/water taxi services is made on the basis that the request is to be considered a final order/obligation of the US Government only after each water taxi has been inspected and accepted by the ship's representative. The ship's Commanding Officer is solely responsible for the safety of his crew and the subsequent acceptance of liberty boat/water taxi services. Upon ships, Commanding Officer's security personnel can inspect the water taxi's personnel. The following features or components may be inspected prior to acceptance.

    a. HULL
        i. Watertight integrity of weather decks, bulkheads, watertight closures and interior hull structure.
        ii. Superstructure (including masts and stacks).

iii. Railings, bulwarks and their attachment to hull, especially guardrails and lifelines.
iv. Provisions for drainage of seawater from exposed decks.

b. MACHINERY
i. Main propulsion and auxiliary machinery essential to operation of craft.
ii. Sea and bulkhead closure valves.
iii. Bilge suction strainers and dewatering systems bilge pumps to be tested by operation.
iv. Bilges free of flammable liquids.

c. ELECTRICAL
i. Cables.
ii. Navigation, deck and emergency lighting.
iii. Rotating electrical machinery, e.g., generators and motors.
iv. Storage batteries.

d. LIFESAVING EQUIPMENT
i. Life preservers sufficient number for maximum capacity of craft, accessible and in satisfactory condition.
ii. Life raft(s) and hydrostatic release (where applicable) sufficient for maximum capacity.
iii. First aid kits, life rings and distress lights.
iv. Distress signaling devices.

e. FIRE FIGHTING EQUIPMENT
i. Fire pump subject fire hose to fire pump pressure.
ii. Portable fire extinguishers.
iii. Fixed systems, e.g., CO2 cylinders

f. STEERING APPARATUS

g. MTSC SYSTEMS AND EQUIPMENT
i. Harbor charts.
ii. Ground tackle and mooring lines.
iii. Whistle/fog horn, bell.
iv. Compass.
v. Radar.
vi. 2 way radio capable of bridge to bridge communications.
vii. Current licenses.

23. In the event the U.S. Government rejects a water taxi, the U.S. Government shall not be liable for any costs the HS Contractor incurs in presenting said water taxi for inspection.

24. The HS Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for U.S. Government review and inspection.

g. LINE ITEM XX07 – GENERAL CHARTER & HIRE ITEMS

YOKOHAMA OR COMPARABLE TYPE FENDERS

1. The HS Contractor shall furnish Yokohama or comparable type fenders for all classes of ships in accordance with the Schedule of Supplies and Services. Fender size is not specified as this is a performance based service. Fenders provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX07AC). The fenders quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee PER Yokohama or comparable type fender, and

there is another SUBLINE ITEM for all costs associated with installation, and removal of one fender, as well as round trip costs associated with transport of the fender from another port, if required.

2. Rental is on a daily(24-hour) basis, per fender. Installation, removal, and transportation are charged as a "lot" per fender. The HS Contractor shall be responsible for securing the fenders to the pier.

3. The HS Contractor shall provide fenders with a minimum of two (2) mooring lines.

4. Fenders shall be provided free of charge by Royal Navy Liaison Office (RNLO) in Sembawang port to ships berthed at piers 5,6, and 7.

5. Sub lot line item XX07AH is applicable only to submarine fenders. Sub lot line item XX07AB shall be used for all other class 1 vessels. Recognizing that mobilization/demobilization costs for submarine fenders (XX07AH) vary significantly from those of other type fenders, transportation charges for submarine fenders shall not be subject to the quoted transportation charges of XX07AG. Instead, all transportation, storage, setup, mobilization and demobilization charges associated with submarine fenders (XX07AH) shall be included in the quoted price of this sub lot line item.

INTERPRETER SERVICES

The HS Contractor shall provide interpreter services when ordered. The interpreter shall be fluent in both spoken and written local language and English.

OILY WASTE REMOVAL

1. Oily Waste is defined as any liquid petroleum product mixed with wastewater and/or oil in any amounts, which, if discharged overboard, would cause or show sheen on the water. The HS Contractor shall dispose of any combination of oily waste and grey water as oily waste.

2. Oily Waste is measured by Cubic Meter (1CM = 264.2 Gallons). The HS Contractor shall submit, as an attachment to the invoices for disposal services, a document verifying the quantity collected and the name of the disposal plant where the oily waste have been or will be disposed. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from the ship.

3. The HS Contractor shall comply with the environmental requirements of each country where oily waste is disposed and shall be liable for any costs incurred as a result of the HS Contractor's failure to comply with such requirements. The HS Contractor shall keep all disposal certificates and shall make them available to FLCY upon request. If the ship concurs with the volume, the ship will pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped. The HS Contractor will submit a request to FLCY for the difference, accompanied by disposal certificates. FLCY will investigate and resolve the issue, and will arrange for the ship to pay any amounts determined to be due.

4. Oily Waste Removal involves the collection of Oil and Aggregate Water generated by the ships. The requiring vessel will pump this waste into HS Contractor-provided tanks or barges. The HS Contractor shall provide all equipment and facilities required to remove oily waste, including hoses and connections compatible with the ship being serviced. The HS Contractor shall provide hoses of sufficient length from equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

5. In all cases when a ship orders oily waste disposal services, the HS Contractor shall invoice and will be paid the contract schedule's minimum daily quantity of 60 CM for providing the disposal services, even if the oily waste quantity pumped and disposed that day is less than the 60 CM minimum quantity. Payments over the minimum daily quantity of 60 CM shall be for the amount of oily waste cubic meters removed at the appropriate per CM rate in the schedule. The HS Contractor shall not invoice any charge (either the daily minimum or the additional per CM rate) for ships that do not order disposal services.

6. In the event the HS Contractor subcontracts oily waste disposal, the HS Contractor shall be liable for any costs incurred as a result of the disposal operator's failure to comply with local requirements.

7. The HS Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed. The Government reserves the right to independently verify the volume of discharge using certified flow measuring devices.

8. When removal is done via barge, the HS Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

PRATIQUE/AGRICULTUAL SERVICES

The HS Contractor shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

PORT DUES

1. In some countries, the port authority or concessionaire charges port dues to the visiting ship. The port dues may be based on the length or based on the gross tonnage of the ship. Only 'FINAL' invoices will be accepted for payment.

2. Attachment (19) of the solicitation lists some of the unclassified agreements. However, this is not a complete list of all the relevant countries.

3. Clause OC-10, titled Host Country Agreements, outlines the limitation of the U.S. Government to pay for certain port dues, fees, or use fees.

4. Sub lot line items XX07AS and XX07AT are intended to provide a suitable landing area for ship's boats or water taxis, when ordered. Items XX07AS and XX07AT are also intended to provide a suitable area, adjacent to the ship berth or water taxi point of debarkation, for placement and operation of the fleet landing lot items ordered under lot line item XX03. The fleet landing sub lot line items are detailed in the PWS paragraph c.2.

5. Sub lot line items XX07AQ, XX07AS, XX07AX, and XX07BA shall only be used when the port is not publicly owned/operated.

STEVEDORE SERVICES

The HS Contractor shall provide stevedores for general labor. Billing shall be at the hourly rate for worker.

BREASTING BARGES

1. The HS Contractor shall furnish camels in accordance with the Schedule of Supplies and Services. The camels shall be flat surface platforms to be placed alongside the pier and sufficiently capable of breasting the ship away from the pier or from other ships.

2. The HS Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If

sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3. The HS Contractor shall place additional fenders between the breasting barge and the ship when requested.

4. Breasting barge size is not specified as this is a performance-based service. The HS Contractor is responsible, as part of its understanding of the requirement, for determining the appropriate barge size for each combination of vessel class and berthing configurations required at each lot. Barges provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX07BF). The barges quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee for the barge, and there is another SUBLINE ITEM for all costs associated with installation, and removal of the barge, as well as round trip costs associated with transport of the barge from another port, if required.

5. Rental is on a daily (24-hour) basis, per barge. Installation, removal, and transportation are charged as a "lot" per barge.

LANDING BARGES

1. The HS Contractor shall furnish landing barges (i.e. pontoons) in accordance with the Schedule of Supplies and Services. The landing barges shall be flat surface barges for positioning at the stern or side of the vessel to serve as a loading/unloading platform for water taxi personnel or cargo; they shall not interfere with the operations of the ships' elevators or other equipment. Although landing barges are primarily used for class IV and V vessels, they may be ordered for use with any class vessel.

2. Landing barge size is not specified as this is a performance-based service. The HS Contractor is responsible, as part of its understanding of the requirement, for determining the appropriate barge size for each combination of vessel class and berthing configurations required at each lot. Barges provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX07BN). The barges quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee for the barge, and there is another SUBLINE ITEM for all costs associated with installation, and removal of the barge, as well as round trip costs associated with transport of the barge from another port, if required.

3. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

4. Rental is on a daily (24-hour) basis, per barge. Installation, removal, and transportation are charged as a "lot" per barge.

h. LINE ITEM XX08 - COLLECTION, HOLDING, AND TRANSFER (CHT)

1. The HS Contractor is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships throughout the area covered by this contract. The HS Contractor shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The HS Contractor shall be responsible for the supervision of the collection, transportation and disposal services to avoid any

overflow of waste on the barge and at the pier. Services shall commence upon ship's arrival whether, at anchor or pierside. The HS Contractor shall pre-position CHT barges, when necessary, in accordance with force protection or other requirements.

2. The HS Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3. The HS Contractor shall remove sewage from the ship in HS Contractor-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

4. The HS Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT. The Government reserves the right to use its own metering device to verify measurement of sewage discharge. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from the ship.

5. The HS Contractor shall provide CHT hoses of sufficient length from HS Contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6. The HS Contractor shall properly dispose of all sewage. CHT collection, removal and disposal shall be priced based on the following conditions:

    a. (XX08AA) – CHT BY TRUCK: The husbanding HS Contractor shall provide services when the visiting ship is at pierside.

    b. (XX08AB) – CHT BY BARGE: The husbanding HS Contractor shall provide services when the visiting ship is at anchorage or the port authority has issued a directive stating that service must be performed by barge or the barge has been ordered by the ship. The HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

7. The CHT service shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the contractor shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT.

8. The HS Contractor will be guaranteed a minimum daily quantity of 60 cubic meters for providing these services even if the actual cubic meters of CHT removed is lower than 60 cubic meters. Note: 264.2 gallons = 1 CM (cubic meter).

9. The HS Contractor shall submit, as an attachment to the invoices, a document (certified by the ship's personnel) that indicates the quantity collected and the name of the disposal plant where the CHT will be disposed. The Government reserves the right to independently verify the actual volume of CHT discharged using a certified flow measuring device.

10. The HS Contractor shall request the ship's personnel to verify all removal figures at time of CHT collection. The HS Contractor shall follow any environmental regulations required by each country. If the ship concurs with the volume, the ship will pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped or 60 cubic meters per day, whichever is greater. The HS Contractor shall submit a request to FLCY for the difference, accompanied by disposal certificates. FLCY will investigate and arrange for payment of any additional amounts that are determined to be due.

11. The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the HS Contractor's report in writing. The HS Contractor is also responsible to keep all disposal certificates and shall make them available to Contracting Officer upon request.

i. LINE ITEM XX09 - FRESH POTABLE WATER

Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

1. Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See Attachment #18.

2. Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

    a. These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at these websites: http://www.epa.gov/OGWDW and http://www.tdh.state.tx.us/bfds. The HS Contractor shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

    b. The HS Contractor shall provide for the delivery of fresh potable water to the ships as ordered. The HS Contractor shall be paid for the amount of water ordered by the vessel. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, CERTIFIED METERING DEVICES.

    c. Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraphs (2)(a) and (2)(b) above. If the water source does not meet the requirements of potable water, the HS Contractor shall be required to provide water from an alternate approved source at no increase in the contract price.

    d. Potable water pierside shall be delivered by pipeline if available. If pipeline is not available, potable water pierside shall be delivered by truck or barge and the ship will be charged in accordance with SUBLINE ITEM XX09AB. If a vessel is at anchorage SUBLINE ITEM XX09AC applies.

3. The HS Contractor shall be paid based on the ACTUAL METRIC TONS of potable water received on the ship. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities provided to the ship.

4. If potable water delivery is via barge, the HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position water Barges, when necessary, in accordance with Force protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

5. **BOTTLED POTABLE WATER -** The HS Contractor shall provide for the furnishing of fresh, potable water in

bottles. The husbanding Contractor is responsible for ensuring that the U.S. Army Veterinary has approved the products recommended to the ship's Supply Officer. Information on how to request and obtain sanitary inspection is provided as Attachment #17. The minimum order quantity for this line item is 100 liters.

j. LINE ITEM XX10 – SHIP'S UTILITY SERVICES

OIL BOOMS

The HS Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom. Billing for LINE ITEMs XX10AA and XX10AB shall be per meter. For example, a 300-meter oil boom would be billed at 300 meters per day.

Oil Booms are intended to act as a precautionary measure in case of inadvertent leakage from equipment otherwise in sound operating equipment. Oil booms are also intended to mitigate the environmental damages that may otherwise result from inadvertent leakage. The HS Contractor shall notify the Ordering Activity, upon receipt of a LOGREQ request, if deployment of an oil boom at the proposed mooring location is contrary to host nation or port authority regulation so that the order for the oil boom service can be cancelled. Cleanup and disposal of oil is a port authority function. If the HSP incurs charges for these services, they shall be billed as port tariff items on a reimbursable basis.

SHORE POWER (INCLUDES CABLES, CONNECTION, FUEL, AND OPERATORS) 450 – 480V, 60HZ

The HS Contractor shall provide shore power to the ship using a port-provided, permanent connection system or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels. The HS Contractor shall provide all cables and make all power connections between the generator and ship. The availability of shore power shall be in accordance with the schedule established by the ship.

Sub Lot Line Items XX10AC, XX10AD, and XX10AE are to be used only if/when shore power provided by port authorities is, for any reason, not available or inadequate.

SHORE STEAM

The HS Contractor shall provide shore steam to the ship. This sub lot line item is performance-based. Shore steam provided to the ship may be provided by any means (boiler or generator) so long as the pressure of steam delivered to the vessel is approximately 100 PSI (standard commercial pressure) and of acceptable quality for the vessel. Pricing for provision of shore steam shall be on a TBD basis and should include the boiler or generator, fuel for the generator, mobilization/demobilization, hoses, and adapters appropriate to the vessel type, and water (where required) for the generator or boiler. This item shall be billed on a daily basis.

k. LINE ITEM XX11 – LAND TRANSPORTATION (PERSONNEL) SERVICE

1. GENERAL REQUIREMENTS :

   a. All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured (including adequate passenger liability insurance). The HS Contractor is responsible for delivering all cargo and personnel to the correct location on schedule.
   b. Deleted

   c. The HS Contractor shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government shall have the right to reject the vehicle for performance of services. The HS Contractor shall

ensure that each vehicle is jointly inspected before and after a trip by the HS Contractor and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

d. If a vehicle is not operable when required under this contract, the HS Contractor shall provide, at no additional expense to the U.S. Government, a replacement vehicle within three (3) hours that complies in all respects with this contract.

e. All vehicles shall include drivers.

2. BUS SERVICE

a. The HS Contractor shall provide air-conditioned bus services on an hourly rate basis and bill under LINE ITEM XX11AA. The hourly rate shall include one driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any additional driver, if required, shall be priced separately. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

b. The HS Contractor shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition when presented for service and shall be free of debris. The bus shall be sufficiently clean so as not to soil passengers, their clothing or possessions with dirt, grease, oil, or other matter.

c. In the event of a bus breakdown, the HS Contractor shall provide within two hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

d. Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's Ordering Officer.

e. The HS Contractor shall be responsible for ensuring that the HS Contractor and an authorized representative of the U.S. Government jointly inspect before and after a trip each bus. The U.S. Government will not consider any claim for damage to a bus, which has not been inspected.

f. The minimum bus capacity shall be 40 passengers.

g. A minimum daily price of four (4) continuous hours shall apply for each bus ordered less any time associated with bus breakdown or getting lost.

h. Drivers must be familiar with the area, have an appropriate driver license, and speak English. In the event the driver is unable to speak English, the contractor shall furnish an English speaking rider on the bus.

3. VEHICLE RENTAL SERVICE

a. Vehicle Specifications, Maintenance, and Malfunctions

(i) The HS Contractor shall furnish "new" air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations.

Sedans or SUVs shall have a minimum capacity of four (4) passengers and 1600cc engine.

In the event a "new" vehicle is not available in certain countries, the contractor shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. Vehicles shall be priced on a daily rate, except as noted below. They shall be equipped with front and back

seat belts, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full. The prices for vehicles rented are based upon an assumption that the vehicles will be returned with an empty tank of gas. Therefore ships will be charged for a full tank of gasoline at the time of rental. There shall be no surcharge applied to the commercial price of the fuel. Vehicles can be returned with any amount of gasoline. Ships shall not be responsible for returning the vehicle with a full tank of fuel, and the HS Contractor shall not be obligated to credit the ship for the remaining fuel.

(ii) The HS Contractor shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and be responsible for all emergency repairs and services.

(iii) Should any vehicle break down while in the U.S. Government's possession, the HS Contractor shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than three (3) hours later. The replacement shall take place either at the point of breakdown or at the HS Contractor's office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the HS Contractor's expense. The U.S. Government shall be credited an hourly rate, pro-rated on the daily rate, for the rental cost between breakdown and vehicle replacement.

b. Substitution of Vehicles

(i) If the HS Contractor does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the HS Contractor shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group B car is ordered but unavailable, and if no other Group B vehicle is available, the HS Contractor shall furnish a higher group vehicle at the price listed for the Group B vehicle originally ordered.
(ii) In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

c. General Description of Vehicle Types

(i) The vehicles shall meet the general description set out below:

Medium-size Sedan (Group "B"): 2 - 4 doors; 4 - 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Passenger Van (Group "M"): 9-passenger capacity; air conditioning; minimum 2000cc engine (except for Hong Kong where capacity is 7 passenger).

Cargo Van (Group "X"): 12 Cubic Meter volume capacity, air conditioning; minimum 2000cc engine.

Executive Sedan with Driver (Group "E"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan. This group requires an executive sedan and shall be provided with a driver. Drivers must be familiar with local area, and must speak English. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. No individual driver shall be required to drive more than 8 hours. Drivers must not have been driving within the previous 8 hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the daily rate, with the HS Contractor entitled to a minimum charge of 4 hours. The HS Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations by the provided driver. The daily rate shall be inclusive of the first 250 kilometers per day, all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals. Any additional kilometers per day beyond the initial 250 kilometers will be priced under SUBLINE ITEM XX11AG. The U.S. Government will reimburse the HS Contractor for additional costs in two cases: for highway tolls, and for

the driver's overnight accommodation up to $120.00 or equivalent local currency, when required by U.S. Government business such as travel to another city, and upon presentation of an original invoice (using the online pricing application).

15-Passenger Buses with Driver (Group "Z"): All requirements concerning the rental of a vehicle with the driver described above in the "Executive Sedan with Driver" shall apply to this paragraph also.

d. Insurance and Liability.

(i) The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below.

(ii) The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

(iii) The HS Contractor and any Subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the HS Contractor, its subcontractors, its agents, or employees.

(iv) The HS Contractor shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The HS Contractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

(v) Paragraph (iv) shall not be construed as limiting the HS Contractor's liability to the amounts of the required minimum insurance coverage specified therein.

e. Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations.

f. Mileage and Deposit Charges. There are no mileage or deposit charges for the vehicles rented under this contract for all mileage travelled within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity's needs. The HS Contractor shall be entitled to an additional half days' rental fee at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

g. Time Periods of Rental. Rental time shall begin once the vehicle and driver are available for use alongside the Ordering Activity. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than 8 hours straight. Drivers must not have been driving within the previous 8 hours.

I. LINE ITEM XX12 - TELEPHONE SERVICES AND COMMUNICATIONS EQUIPMENT

1. Landlines (LINE ITEM XX12AA): Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Installation charges shall be inclusive of all costs for installation and removal of landlines. Usage charges and port tariff fees associated with landline

connections (LINE ITEM XX12AB) will be the actual charges computed in accordance with the local or national tariff.

2. Cellular Telephone Services (LINE ITEM XX12AC): Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under LINE ITEM XX28AC. The HS Contractor shall have readily available a minimum of 10 cellular telephones at a given time. Each mobile phone provided shall include an operating manual/instruction with published rates for usage. Airtime for mobile phones shall be included under LINE ITEM XX12AD. Usage charges associated with mobile phones (LINE ITEM XX12AD) will be the actual charges computed in accordance with the local or national tariff.

3. The HS Contractor shall provide pre-paid International Calling Cards for official use (LINE ITEM XX12AE).

4. SIM cards with prepaid airtime shall be provided where the ship or operating unit has mobile phones and desires only SIM cards for use in the specific port area. SIM cards provided under LINE ITEM XX28AF shall include activation of the SIM card. HS Contractors shall not be obligated to provide quantities of sub lot line item XX12AF in excess of quantities permitted by host nation law or regulation.

5. PWS paragraph 9.h. details the priority in providers to MWR support to Ordering Activities. Calling cards ordered under sub lot line item XX12AE shall be billed in the denomination of the card, adjusted to USD using the OANDA exchange rate for the date of the order as outlined in the PWS paragraph 9.f. without additional markup or fee.

m. LINE ITEM XX13, XX14 AND XX15 - FORCE PROTECTION BARRIERS/PERSONNEL/SUPPLIES

1. Heightened Vigilance: The HS Contractor shall be alert at all times in order to contribute to the protection of the ship and its crew. The HS Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The HS Contractor shall report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

2. The HS Contractor shall fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the HS Contractor shall identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the HS Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The HS Contractor shall arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

3. Contractor/Subcontractor Identification: The HS Contractor shall identify how contractor and subcontractor personnel will be recognizable to ship’s personnel. This may be accomplished by a combination of picture ID, badges, uniforms, access lists, etc. The HS Contractor shall also identify how support vehicles/vessels will be marked so that they are readily identifiable to ATFP/ship’s personnel.

4. See Attachments 7, 12, 13, and 14 for specific Force Protection requirements and procedures.

n. LINE ITEM XX16 – AIRPORT/CARGO & MATERIAL HANDLING (PORT HANDLING COSTS)

1. The HS Contractor shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

2. The HS Contractor shall use counter-to-counter delivery and charge by each Bill of Lading. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

3. Shipping documents shall be labeled "SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HS Contractor.

4. The HS Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel. The HS Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

5. The HS Contractor shall receive the package from the ship and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

6. The HS Contractor shall deliver the package to the ship the day of arrival in port or the following morning. The HS Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

7. The HS Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HS Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

PAINT FLOAT

The paint float shall be no less than 5M in length but, in all cases, large enough to provide a safe and stable working platform for the occupants. Scaffolding may be of any height less than 3.5M from the deck, so as to provide a working platform at least 4M from the waterline. The paint float shall be equipped with suitable self-fendering to prevent damage to the ship. The price of these fenders shall be included in the quoted price of the paint float. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. Rails shall be no less than 1M from the working platform. The working platform shall be equipped with anchor points for harnessing. The Ordering Activity shall be responsible for providing safety harnesses, for obtaining permission from local authorities prior to all work on the paint float, and for cleanup/disposal of all hazardous material generated or released outside the paint float. The HSP shall notify the Ordering Activity of local regulatory requirements concerning paint floats, assist the Ordering Activity in submitting requests and passing required documentation to the local authority where permission is required to work on the paint float, and arrange for required cleaning of the paint float upon return. The ordering activity is responsible for securing the paint float from the time custody has been transferred to them until returned to the HSP or the ship departs, whichever is earlier.

LIGHT TRUCKS (LOT LINE ITEM XX16AB)

a. The HS Contractor shall provide covered, lockable trucks with a driver to load/off load cargo and mail. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and offloading.

b. The HS Contractor shall be responsible for security and prevent loss/damage/destruction of cargo and mail.

c. The HS Contractor shall return all items left in rental vehicles to the ship's Ordering Officer.

d. The HS Contractor shall obtain written acknowledgement of vehicle service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

e. The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cost, except where the loss or damage is cost by the willful and wanton negligence of the U.S. Government employee.

f. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than eight (8) hours. Drivers must not have been driving within the previous eight (8) hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the daily rate, with the HS Contractor entitled to a minimum charge of four (4) hours. The HS Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. The daily rate shall be inclusive of all mileage travelled within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor) , all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals.

g. The HS Contractor shall provide vehicle service with qualified drivers for official government business.

h. The HS Contractor shall provide one-way transfer vehicles with drivers to transfer cargo between a designated pick-up point and a specified destination within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity's needs. The HS Contractor shall be entitled to an additional half days' rental fee at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

i. The HS Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

j. The HS Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

k. If the unit of issue is by "Day", then the rental period shall constitutes 24 hours.

MANLIFT (WITHOUT OPERATOR)

The HS Contractor shall provide a manlift (without operator) and a full fuel tank. The HS Contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning. The HS Contractor shall conduct training on safety and operating procedures for ship personnel. The HS Contractor shall maintain documentation of ship personnel acknowledgement of the training.

o. LINE ITEM XX17 – PROVISIONS

(1) Provisions

Note: Orders for fuel and provisions are primarily ordered under other U.S. Government contracts. Use of these contracts for fuel and provisions (eg. DESC fuel contracts and DSCP-Pacific provisions contracts) is mandatory when available. If U.S. Government contracts are either unavailable or cannot make delivery within ship scheduling constraints the HS Contractor must receive prior permission from the FLCY Contracting Officer before providing

these services to the ship, including mobilization. When requested by the ship, the HS Contractor shall pass these orders to the other U.S. Government Contractors involved. The ship's Supply Officer or FLCY Contracting Officer may award contracts or purchase orders for these non-priced items to other U.S. Government contracts.

a. When requested by a ship, the husbanding HS Contractor shall assist in arranging for the timely provision of subsistence items. LINE ITEMs XX17AA through XX17AC identify the fees that will be paid the HS Contractor for arranging subsistence items. FFV shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using night soil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. Bread and Eggs must be in accordance with Attachment #11. The husbanding services HS Contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and local currency; and total price in U.S. dollars and local currency as indicated in the "INVOICING AND PAYMENT CLAUSE". (Example: 10 pounds tomatoes @ 2,50 euro/$1.00 USD per Pound = 25,00 Euro/$10.00 USD). Any delivery charges shall be shown separately. The HS Contractor shall use the conversation rate to convert Kilogram (KG) into US pounds (LB) is: 1 KG = 2.2046 LB.

b. If the total cost of FF&V and subsistence items ordered and received by a ship under this contract exceeds $10,000.00 for a port visit, the HS Contractor shall submit a report via e-mail to FLCY within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the HS Contractor shall provide copies of all quotes obtained. This report is in addition to the LogSSR report.

c. The husbanding HS Contractor shall ensure that the sources recommended to the ships Supply Officer for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement.

d. Information on how to request and obtain sanitary inspection by the U.S. Government is provided as Attachment #17.

e. The HS Contractor shall retain documentation of inspection of sources recommended or selected as suppliers of subsistence items. Under no circumstances shall the HS Contractor recommend or offer for acceptance subsistence items from non-approved sources.

f. All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

g. The fee specified in sub lot line item XX17AA has a unit of issue of 'EA' (each). This fee is for the arrangement of one line item of provisions, not for a quantity of one provision. For example, if one provisions order contained ten different line items and a quantity of five for each line item, the HS Contractor would be entitled to bill under sub lot line item XX17AA for a quantity of ten with a unit of issue 'EA'.

p. LINE ITEM XX18 - FUEL

1. Orders for fuel and provisions are primarily ordered under other U.S. Government contracts. Use of these contracts for fuel and provisions (eg. DESC fuel contracts and DSCP-Pacific provisions contracts) is mandatory when available. If U.S. Government contracts are either unavailable or cannot make delivery within ship scheduling constraints the HS Contractor must receive prior permission from the FLCY Contracting Officer before providing these services to the ship, including mobilization. When requested by the ship, the HS Contractor shall pass these

orders to the other U.S. Government Contractors involved. The ship's Supply Officer or FLCY Contracting Officer may award contracts or purchase orders for these non-priced items to other U.S. Government contracts.

2. Other procedures apply as follows:

(a) Fuel (MGO/F76)

(i) Ships may order fuel, as described in paragraph 1 above, with the assistance of the HS Contractor. The HS Contractor shall advise the Supply Officer of available bunkers, or existing fuel contracts issued by Defense Energy Support Center (DESC) or Navy Operational Logistics Support Center. If requested by the Supply Officer, the HS Contractor shall pass fuel orders to the appropriate fuel supplier, and will coordinate delivery. The DESC Overseas Ships' Bunkers Contract Bulletin SP0600-02-0013 may be accessed at http://www.desc.dla.mil/DCM/DCMPage.asp?PageID=227 . Disagreements between any DESC Contractor and the HS Contractor shall be forwarded to the DESC Contracting Officer through Logistic Supply Center Fuel Manager specified at the time of award for each region. HS Contractors who buy fuel through other than government sources when available without express authority in writing from the FLCY Contracting Officer do so at their own risk. If the HS Contractor is authorized to provide fuel, U.S. Government shall not reimburse the HS Contractor for more than what the U.S. Government cost through approved DESC contracts would have been unless authorized by the Contracting Officer. The HS Contractor is required to provide any security vetting for DESC contractors in order to facilitate performance.

(ii) In the event that no U.S. Government or foreign Government owned bunker is available, or no DESC or NPO available contracts meets a ship's fuel requirement, or as directed in writing by the Contracting Officer, the HS Contractor shall assist the ship in arranging the procurement of fuel. The HS Contractor shall not provide any fuel or fuel-related service e.g., fuel barge or fuel truck, without first receiving specific advance approval to do so from a FLCY Contracting Officer. This fuel shall be provided in accordance with Attachment # 15. The HS Contractor shall provide a fuel barge or truck to transport fuel to the ship, if required. LINE ITEMs XX18AA through XX18AD identify the fees that will be paid the HS Contractor for arranging fuel requirements. The HS Contractor shall be liable for any costs should the fuel provider fail to properly employ oil spill booms as required by local authorities or fails to comply with any local laws or regulations relating to the provision of fuel. Fuel caught in oil booms will be properly disposed. The HS Contractor shall be liable for any costs should the fuel provider fail to employ properly oil spill booms as required by local authorities or fails to comply with any local laws or regulations relating to the provision of fuel. The HS Contractor shall deliver fuel "free on board" the ship whether at pierside or at anchor. The invoice shall indicate the unit and total price for the fuel and the price for the delivery of fuel to the ship. The contractor shall also include a statement with each invoice entry for fuel purchased from the contractor that identifies who directed it to provide the fuel and the preliminary steps taken by the contractor to ensure that government-owned fuel or fuel from a DESC contract was not available to satisfy the ship's requirement.

(iii) Other than the price specified under LINE ITEM XX18AA Fee for Acquiring Fuel and LINE ITEM XX18AC Fuel Delivery/Other, no additional fees shall be added to the price of LINE ITEM XX18AB Fuel, TBD. The HS Contractor shall be reimbursed at cost for the TBD purchase price of fuel and for delivery without additional markup.

(iv) In recognition of the fact that fuel is sold by weight (metric tons) and by volume (gallons or liters), the HS Contractor shall ensure all United States ships are provided with a fuel invoice and the appropriate customs certification demonstrating the quantity of fuel provided in metric tons and in gallons or liters. In the event that the HS Contractor is ordered to provide fuel, all terms and conditions of the fuel provider shall be provided to the Ordering Officer in the pre-arrival cost estimate or prior to the order being finalized if the fuel services are ordered after the pre-arrival cost estimate has been provided. For example, if a ship places an order for fuel and the fuel provider has a term or condition that requires

the full quantity to be pumped into the requiring vessel without return of any fuel to the provider, this condition must be disclosed to the Ordering Officer in the pre-arrival message.

(v) The HS Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier. The cost for all barge inspections will be included in the fee for LINE ITEM XX18AC.

(vi) The HS Contractor shall load the ordered fuel and transport to the ship. The HS Contractor shall transfer the fuel from the fuel barge or truck to the ship. The HS Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

(vii) The HS Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

(viii) Excess Fuel Procedures: Demurrage charges accrue when the entire quantity of fuel ordered cannot be delivered on or before the date and time specified in the fuel order. Demurrage charges do not accrue when fuel cannot be delivered due to the fault of the service provider (e.g. pumping rate of the barge inadequate to deliver fuel within the time specified by the order). See PWS paragraph 3.i. for further details. Pricing of XX18AD is in units of DAY and the compensation covers the daily cost of the barge used to deliver the fuel (regardless of the amount of fuel remaining in the barge). Since the great majority of fueling evolutions are via barge, the price of demurrage by barge should be used vice the demurrage price by truck. All required customs clearances are to be included in item XX18AA, Fee for Acquiring Fuel. If the ship does not offload all of the fuel ordered, the HS Contractor shall store the excess fuel and diligently attempt to sell it as soon as practicable. The HS Contractor shall receive a storage fee (demurrage) for no more than three (3) days. The HS Contractor shall receive a fuel disposal fee on a reimbursable basis upon presentation of vendor invoice for disposal services.

(ix) All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

q. LINE ITEM XX19 – OTHER PORT SERVICES

LOGISTIC SUPPORT TO GOVERNMENT TEAMS

a. Note: This Line Item is for logistics support in connection with ship visits to a port area. U.S. Government teams conduct surveys in a variety of ports in the Region. The U.S. Government may require the assistance of the HS Contractor in the ports to be surveyed.

b. The HS Contractor shall assign an individual to participate in and assist with logistical arrangements for a team that will perform the survey. This team may visit a variety of ports in advance of ships' visits to assess the force protection levels of the port and to perform related functions. The HS Contractor's assistance shall include providing logistical support as requested by the U.S. Government, coordinating access and interviews with local officials, local husbanding services, and support Contractors, coordinating necessary translation services for the team, and assisting in the development of a final assessment report.

c. The HS Contractor shall invoice port surveys at the subsequent day husbanding fee for a Class II ship in the port. In addition, the HS Contractor shall be reimbursed for economy class air transportation and daily per diem rate that includes lodging, meals and other related expenses. The per diem rates shall be those set forth in the Joint Travel Regulation (JTR).

d. Other HS Contractor out-of-pocket expenses related to the service(s) and anticipated by the HS Contractor will be invoiced and reimbursed at cost. The HS Contractor shall submit all receipts, invoices or other valid documents to support the incurred expenses. The HS Contractor shall not pay for hotels, meals, rental vehicles, telephone expenses and any other expenses that the U.S. Government team members may incur and for which they can be reimbursed under their U.S. Government travel orders.

e. If a delivery order with a "Not to Exceed " (NTE) amount is issued for the logistic support services, the HS Contractor shall promptly advise the FLCY Contracting Officer and withhold performance if he expects to exceed this amount.

TENT WITH EQUIPMENT FOR SPECIAL EVENTS (INCLUDES TABLES, CHAIRS, LIGHTING AND FANS

The HS Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels. The HS Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills. The HS Contractor shall remove all provided equipment upon completion of services.

r. LINE ITEM XX20 – INCIDENTALS

1. Incidentals: The HS Contractor shall arrange for incidentals using the Online Pricing Application, as further described in Attachment 8 and paragraph 3(o) above. Incidentals are supplies and services not priced on the Schedule of Supplies and Services or Port Tariff schedule that are within the scope of the contract, and are required during the course of the husbanding visit. Historical examples of items ordered that would be considered incidentals are listed at the bottom of each schedule in Attachment 2. Incidentals shall not exceed $50,000.00 per port visit unless prior permission is granted from the FLCY Contracting Officer. The HS Contractor shall not be separately or additionally compensated for profit or mark-up on the prices of these items or for any other charges or fees associated with acquiring the supplies or services other than the price the HS Contractor pays its supplier for the supply or service except as the HS Contractor chooses to include allowances for any such profit, charges, or fees in the daily price for the Management Services or as part of the process proposed by the HS Contractor for implementation of the Online Pricing Application methodology for offering incidentals at fair and reasonable prices. The HS Contractor shall arrange for incidentals as described below:

a. Providing supplies and services. At the request of an Ordering Activity, the HS Contractor shall arrange for incidentals that are within the scope of the contract, are not pre-priced on the Schedule of Supplies and Services (Attachment 2), and are required during the course of the husbanding visit. In cases where sub lot line items do not exist under the corresponding lot line item in some lots, but exist under line items in other lots of the Attachment 2 schedules, the Government reserves the right to order these items within the scope of the contract, if required, as incidentals using the online pricing application. The contractor shall conduct necessary market research, contact potential suppliers, obtain price quotations, and, based on the information, provide an estimated price for the supply or service to the Ordering Activity and the FLCY Contracting Officer using the Online Pricing Application. The HS Contractor shall not provide any incidental supplies or services until the HS Contractor and the Ordering Activity or FLCY Contracting Officer agree on a fair and reasonable price for the supplies or services. For non-priced items with extended price less than $25,000, either the Ordering Officer or the FLCY Contracting Officer may determine if a quoted price is fair and reasonable. For non-priced items with an extended price greater than $25,000, only the FLCY Contracting Officer may determine if a quoted price is fair and reasonable. At that point the Ordering Activity shall issue an order to the HS Contractor directing that it provide the supply or service in support of the husbanding visit at the agreed price. For supplies or services having an extended price (unit price multiplied by quantity) over $3,000, the HS Contractor must provide documentation to the Ordering Activity or FLCY Contracting Officer, via the Online Pricing Application, that it has promoted

competition to the maximum extent practicable. If the HS Contractor proposes the use of organic assets (HS Contractor-owned assets) at an extended price (unit price multiplied by quantity) over $3,000, the HS Contractor must additionally provide documentation to the Ordering Activity or FLCY Contracting Officer, via the Online Pricing Application, that the price for use of the organic asset does not exceed the price for locally available assets that could be used to otherwise satisfy the requirement. When proposing to use an organic asset, the HS Contractor shall also provide a commercial pricelist, if available, showing the daily or hourly rates, inclusive of all operational and maintenance costs, that the HS Contractor charges other customers for use of the organic assets. Prices charged to the Government shall not be higher than the price for the same or similar services provided to other customers. The HS Contractor's use of the Online Pricing Application in accordance with Attachment 8 will be evaluated based on the criteria established in QASP and agreed upon as part of the HS Contractor's proposed process for determining fair and reasonable prices.

b. All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting Officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

c. Incidentals considered within the scope of this contract are defined at the description of contractual scope, paragraph 10.

s. LINE ITEM XX21 - OPERATIONS OTHER THAN WAR

* See attachment (9) PWS OOTW, for specific instructions.

t. LINE ITEM XX22 - COST REPORTING

1) See Attachment (8) PWS Cost Reporting, for specific reporting instructions.
2) All billing and cost reporting shall be made in the units specified in the respective LINE ITEMs.
3) HS Contractor shall enter and report ALL expenditures under this contract (regardless of customer or ordering activity) into LogSSR and all non-priced expenditures other than port tariff (PT) items using the online pricing application in accordance with Attachment (8) PWS Cost Reporting.
4) The pre-arrival cost estimate is part of the Cost Reporting Lot Line Item. Requirements for the pre-arrival cost estimate report are described in Attachment (8).

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: N626498189F100

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N62649-08-D-0010	01-Oct-2008		N62649-08-R-0162	23-Jul-2008

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)*

8. OFFER DUE DATE/LOCAL TIME: 11:00 AM 08 Aug 2008

9. ISSUED BY CODE N62649

US FLEET AND INDUSTRIAL SUPPLY CENTER
(CODE 200)
CONTRACTING DEPARTMENT
PSC 473 BOX 11
FPO AP 96349-0011

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: NAICS:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE. LTD.
LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. 656-268-5300

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE .

SEE SCHEDULE
.
.

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$30,145.13

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES
- [X] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE
- [ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED: 28-Aug-2008

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) Contract Specialist

TEL: (b)(6), (b)(7)(C)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ATTACHMENT

Attachment (1) Schedule of Rates

STATEMENT OF WORK

OBJECTIVE – The contractor shall arrange for services required for USS Ships and USCG Ships (optional users) at various ports in Japan.

This is a Firm-Fixed-Price Requirements contract. The Contractor agrees to furnish the services at the fixed price listed in the Schedule of Rates.

Prices in the offer shall be stated in Japanese Yen or U.S. Dollars. In case pricing proposals in both Yen and U.S. Dollar are received, the exchange rate of 114.7781 Yen = U.S. $1.00 (Budget Exchange Rate of FY08) will be used for evaluation purposes.

1.0 Classification of Ships: The following are three classifications of ships identified for the purpose of establishing basic husbanding service charges.

Classification of Ships	Type of Vessel	Hull Designation
A (USS Ships and USCG Ships)	Frigates, Destroyers, Submarines, Cutters Ice Breakers and Buoy Tenders, Mine Sweepers, and Salvage Ships	FF/FFG/DD/DDG/SS/SSN WHEC/WABC/WPB, WLM or WLB/MCM/ARS
B (USS Ships)	Cruisers, Landing Ships, Amphibious Warships and Submarine Tenders	CG/LCC/LPH/LPD/LSD/ LST or AS
C (USS Ships)	Aircraft Carriers	CV/CVN

a. USCG Ships are optional rather than required users of services under this contract. It has been the Government's experience that USCG Ships requiring husbanding services in Japan normally obtain husbanding service through this contract (or its predecessor contracts.)

2.0 Basic Husbanding Service (CLIN No. 0001): The basic husbanding service charges will be paid for the basic husbanding services defined below. Upon receipt of notification of ship's arrival from the Ordering Officer, the Contractor shall:

Notify local port authority of estimated time of arrival of the ship as advised by the Ordering Officer;

Make berthing arrangements, including tugs, pilots, line handling, brows and camels;

Confirm and advise the Ordering Officer of arrangements made;

Go aboard the ship on arrival and advise the Supply Officer or his authorized representative of applicable port regulations, tariff rates and schedule of services available during the ship's in-port period;

Perform liaison function between ship's representative and port service companies providing services or supplies required;

Arrange for shore patrol coordination with local police authorities; and

When advised of ship's departure date, obtain necessary clearance and make all necessary arrangements for deberthing, pilots, tugs and line handlers as applicable.

3.0 Additional/Arrangement Charge (CLINs 0002 through 0004):

An additional or arrangement charge will be paid for arrangements made with a supplier for delivery of supplies or performance of services. The supplies or services provided by a supplier as arranged by the Contractor herein shall be considered a separate transaction which is to be executed between the ship's Supply Officer and the supplier.

When making these arrangements, the Contractor shall obtain quotations on a competitive basis from preferably at least three sources. The Contractor is responsible for affirmatively stating to all suppliers at the time a quote is solicited that the Contractor is not authorized to contract on behalf of the Government and that no contract will exist until a purchase order is issued.

The Contractor will submit the supplier's quotations to the ship's Supply Officer for his selection of a supplier. If only one supplier responds with a quotation, the Contractor shall provide the ship's Supply Officer with a written statement explaining the absence of competition. Where the selection of a supplier is required before the ship's arrival, the Contractor shall submit such quotations to the Ordering Officer specified in page 9 of 47, paragraph 1.0(d).

4.0 Labor: The Contractor agrees that performance under this contract shall be subject to and in accordance with the laws of Japan in effect from time to time, which govern the hours, wages, labor relations, workmen's compensation, working conditions and other matters pertaining to labor.

5.0 Pricing: The Contractor shall use its best efforts to ensure that the quotations for supplies/services shall be as low as those established by tariff, laws and those charged by the quoter to its most favored customer.

6.0 Safety Requirements for Water Transportation Services: When arranging for liberty boat, water taxi, or other similar type water transportation services is ordered under CLIN 0003AE and 0004AJ, the Contractor shall comply with the following requirements.

6.1 Boat Requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris and fitted for the services required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of Japan. Notwithstanding compliance with local laws and regulations, the Contractor shall meet all additional requirements as set forth throughout the Statement of Work.

6.2 Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

6.3 Each boat shall be capable of transporting a minimum of ten (10) passengers.

6.4 The following information shall be conspicuously posted in both English and Japanese.

6.4.1 Current operator's/captain's license
6.4.2 Passenger/weight capacity limit notice
6.4.3 Location of life jackets and other life saving equipment
6.4.4 Location of all exits indicated in large letters

6.4.5 Emergency procedures

6.5 Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

6.6 Operation of the boat shall be in a safe and seaworthy manner. At least two-person crew shall be required on every liberty launch.

6.7 The consumption of alcoholic beverages shall not be permitted aboard the boat.

6.8 Operator Qualifications: All personnel or employees of the Contractor operating boats providing subject services shall have all certification required and issued by the Japanese Government for the operation of the type, class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

6.9 Security: During the term of this contract the ship(s) to be serviced agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat – SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

6.10 Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

6.11 Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the Contractor or his authorized representative prior to acceptance. This inspection shall include but not limited to:

Hull
-- Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures
-- Superstructure, including masts and stacks
-- Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines
-- Provisions for drainage of sea water from exposed decks over the side and not into the bilges
-- Access/egress points – adequacy of number and location

Machinery
-- Main propulsion and auxiliary machinery essential to operation of boat
-- Sea and bulkhead closure valves
-- Bilge suction strainers and dewatering systems – bilge pump to be tested by operation
-- Bilges free of flammable liquids

Electrical
-- Cables
-- Navigation, deck and emergency lighting
-- Rotating electrical machinery, e.g., generators and motors
-- Storage batteries

Lifesaving Equipment
-- Life preservers – sufficient number for maximum capacity of boat, accessible and in satisfactory condition
-- Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity
-- First aid kits, life rings and distress lights
-- Distress signaling devices

Fire Fighting Equipment
-- Fire pump – test by subjecting fire hose(s) to fire pump pressure
-- Portable fire extinguishers
-- Fixed systems. E.g., CO2 cylinders

Steering Apparatus

Miscellaneous Systems and Equipment
-- Harbor charts
-- Ground tackle and mooring lines
-- Whistle/fog horn, bell
-- Lighted compass
-- 2-way radio capable of bridge-to-bridge communications
-- Current license
-- Operator qualifications

Only approved boats shall be used in the performance of the contract. The Contractor will provide each ship with a list of pre-approved boats. If the Contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement is that contained in paragraph 6.12 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

6.12 Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all Contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

Safety of Operations: Insure the following are present and in working condition:
-- Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.
-- Fire extinguishers sufficient for the size of the vessel operated.
-- Radio (with battery backup) capable of bridge to bridge communications.
-- Anchor/chain sufficiency for the size of the vessel operated.
-- Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

Hazards to Passengers: Conduct topside visual inspection for safe conditions of the following:
-- Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

-- Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.
-- Ensure no bare or exposed electrical wires or connections are located in the passenger area.
-- Validate that sufficient unobstructed exits are present and marked in English.
-- Verify that no missile hazards, gear adrift, or trip hazards exist.

6.13 Critical Safety Equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or his designated representative will have the option of furnishing the missing item. In all cases where government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contracting Officer should be notified immediately of the circumstances surrounding the deficiency so that appropriate action can be taken. If the Contracting Officer is not on site, notification will be by message.

7. Antiterrorism/Force Protection (ATFP)

7.1. Protection of Ship Schedule Information. The Contractor shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The Contractor's written policy shall describe the required measures to protect ship schedule information.

7.2. Security Screening of Contractor and Subcontractor Employees . The Contractor shall conduct security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers.

7.3. Contractor/Subcontractor Identification.

7.3.1. The Contractor shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times.

7.3.2. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

Note: The AT/FP related service (e.g., barrier, guard shack, etc.) will be ordered by the Ship's Supply Officer.

8. Organizational Conflict of Interest: To avoid organizational conflicts of interest, the HS Contractor is prohibited from submitting an offer or quotation to the Ordering Officer or Ship Supply Officer on its own behalf or on behalf of an affiliated company or organization as part of arranging for services under the Contract. The HS Contractor is prohibited from releasing any details of the offers or quotations it collects for transmittal to the Ordering Officer or Ship Supply Officer to other actual or potential offerors or quoters.

Collection of Past Performance Information

The Contractor's performance is reported for each ship visit by the Ordering Officer using the form entitled "Contractor's Performance Evaluation Sheet" (Attachment (3) of this contract). The Ordering Oficer will rate the Contractor's performance using the following adjectival ratings:

EXCEPTIONAL (E): Meets contractual requirements and exceeds many to customers' benefit. The element or sub-element being evaluated was accomplished with few minor problems for which corrective actions were highly effective. Response and/or findings exceed a "very good" rating.

VERY GOOD (VG): Meets contractual requirements and exceeds some to customers' benefit. The element or sub-element being evaluated was accomplished with no problems or some minor problems for which corrective actions were effective. Response and/or findings exceed a "satisfactory" rating.

SATISFACTORY (S): Meets contractual requirements. The element or sub-element being evaluated was accomplished with no problems or some minor problems for which corrective actions were satisfactory.

MARGINAL (M): Did not meet some contractual requirements. The element or sub-element being evaluated reflects some serious problems, for which the contractor either failed to identify or implement corrective actions in a timely manner, or for which the corrective actions implemented or proposed to be implemented were, or are expected to be, only partially effective. Performance was consistently of mediocre quality or exhibited a trend of becoming so.

UNSATISFACTORY (U): Did not meet most contractual requirements and recovery did not occur within the period of performance. The element or sub-element being evaluated reflected serious problem(s) for which the contractor either failed to identify or implement corrective actions or for which corrective actions, implemented, or proposed to be implemented, were, or are expected to be, mostly ineffective. Performance was consistently of poor quality or exhibited a trend of becoming so.

PACKING AND PACKAGING

1.0 Packing of Supplies: The Contractor shall be responsible for informing the suppliers concerned that all supplies delivered hereunder as arranged by the Contractor shall be properly preserved, packaged, and packed in accordance with the best commercial practice to ensure safe delivery at destination and to prevent deterioration and damage during shipping, handling, and storage.

2.0 Packaging of Subsistence Items: When the Contractor is ordered to arrange delivery of subsistence, the Contractor shall be responsible for informing the suppliers concerned that all subsistence items packaged in plastic, except in unusual circumstances, are not authorized and will not be accepted by the ships because of program to reduce the volume of plastic packaging materials aboard Navy ships and eliminate the discharge of plastic packaging materials into the ocean.

ADMIN

1.0 Contract Administration Appointments and Duties: In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers

for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

(a) Procuring Contracting Officer (PCO) is responsible for:

(1) All pre-award information, questions, or data;
(2) Freedom of information inquiries;
(3) Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
(4) Arranging the post award conference (See FAR 42.503-1).

Name: (b)(6), (b)(7)(C) Code 221.1
Ashore Contracts Division
Far East Contracting Department
FISC Yokosuka, Japan
PSC 473 Box 11 FPO AP 96349-1500
(Local) U.S. Fleet and Industrial Supply Center
(Contracting Dept.) Box 11
1 banchi, Tomari-cho, Yokosuka-shi 238-0001
(b)(6), (b)(7)(C)

(b) Contract Administration Office (CAO), which is the same as the PCO above, is responsible for matters specified in FAR 42.302 and DFARS 243.302 except in those areas otherwise designated herein.

(c) Ordering Officer is responsible for:

(1) Issuing delivery/task orders;
(2) Obligating the funds by issuance of the delivery/task order;
(3) Authorization to begin performance; and/or
(4) Monitoring of total price of delivery/task orders issued, and
(5) The following Ordering Officer(s)/Alternate Ordering Officer(s) cited in paragraph (e) below will place delivery/task orders.

(d) The following individuals are designated as authorized Ordering Officer:

Hokkaido and Honshu Areas

Ordering Officer: (b)(6), (b)(7)(C)
Customer Services Division (Code 105)
FISC Yokosuka
PSC 473 Box 11
FPO AP 96349-0011
Tel: DSN
COMM: (b)(6), (b)(7)(C)

Alternate Ordering Officer: (b)(6), (b)(7)(C)
Customer Services Division (Code 105)
FISC Yokosuka
PSC 473 Box 11
FPO AP 96349-0011
Tel: DSN
COMM: (b)(6), (b)(7)(C)

Kyushu Area

Ordering Officer: (b)(6), (b)(7)(C) Code 182.1
FISC Yokosuka Det, Sasebo
PSC 476, Box 6, FPO AP 96322-1502
Tel: DSN (b)(6), (b)(7)(C)

Alternate Ordering Officer: (b)(6), (b)(7)(C) Code 182.1
FISC Yokosuka Det, Sasebo
PSC 476, Box 6, FPO AP 96322-1502
Tel: DSN (b)(6), (b)(7)(C)

2.0 Designated Invoice Office: The Contractor shall submit its invoice, as described in 3.0 below to the Receiving Officer, for certification as to inspection and acceptance. After certification, such an invoice will be forwarded to the applicable paying office.

3.0 Invoice Information: Pursuant to the requirements of FAR 52.232-25 Prompt Payment (OCT 2003) cited herein, a proper invoice must include the following information:

(a) Name and address of the Contractor;

(b) Invoice date;

(c) Contract number or other authorization for supplies delivered or services performed (including order number, contract line item number (CLIN) and, if applicable, the contract subline item number (SLIN);

(d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed;

(e) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading;

(f) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment);

(g) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice; and,

(h) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

4.0 Designated Payment Office: Payment will be made in Japanese Yen or U.S. Dollar check by the following offices:

For U.S. Navy Ships (USS)

Defense Finance and Accounting Service (DFAS) Japan
(Attn: Code JRLG)
Bldg. 206, Unit 5220
Yokota Air Base
Fussa-shi, Tokyo 197-0001

For U.S. Coast Guard Ships (USCG)

DFAS Japan
(Attn: Code JRLE)
Bldg. 206, Unit 5220
Yokota Air Base
Fussa-shi, Tokyo 197-0001

The Contractor located in Japan must agree to receive payment by EFT. Transaction fee of 735 Yen for the Contractor in Japan will be deducted by the Financial Institution (J.P. Morgan) making payment. The Contractor located in other than Japan, the check will be mailed to the contractor. Additional fee may be imposed by the bank designated to receive payment.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Group	$9,148.0866	$9,148.09

BASIC HUSBANDING SERVICES
FFP
CHARGES FOR ONE SHIP PER PORT CALL

UNIT PRICE: 1,050,000 YEN EST. AMOUNT: 1,050,000 YEN

FOB: Destination
MILSTRIP: N626498189F100
PURCHASE REQUEST NUMBER: N626498189F100
SIGNAL CODE: A

NET AMT $9,148.09

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Group	$5,663.1012	$5,663.10

BASIC HUSBANDING SERVICES
FFP
CHARGES FOR MORE THAN ONE SHIP PER PORT CALL

UNIT PRICE: 650,000 YEN EST. AMOUNT: 650,000 YEN

FOB: Destination
MILSTRIP: N626498189F100
PURCHASE REQUEST NUMBER: N626498189F100
SIGNAL CODE: A

NET AMT $5,663.10

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Group	$10,890.5793	$10,890.58

ADDITIONAL CHARGES FOR ARRANGEMENTS
FFP
IN ADDITION TO THE BASIC HUSBANDING SERVICES

UNIT PRICE: 1,250,000 YEN EST. AMOUNT: 1,250,000 YEN

FOB: Destination
MILSTRIP: N626498189F100
PURCHASE REQUEST NUMBER: N626498189F100
SIGNAL CODE: A

NET AMT $10,890.58

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Group	$4,443.3564	$4,443.36

ARRANGEMENTS CHARGES WHEN THE FFP
GOVERNMENT HAS NO ORDERED THE BASIC HUSBANDING SERVICES

UNIT PRICE: 510,000 YEN EST. AMOUNT: 510,000 YEN

ESTIMATED GRAND TOTAL AMOUNT: 3,460,000 YEN

FOB: Destination
MILSTRIP: N626498189F100
PURCHASE REQUEST NUMBER: N626498189F100
SIGNAL CODE: A

NET AMT $4,443.36

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination	

0002	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination
0003	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination
0004	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.204-7	Central Contractor Registration	APR 2008
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

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

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

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

_X__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

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

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

___ (4) [Removed].

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

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

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

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

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

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

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

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

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

___(iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

__ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

___ (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).

___ (16) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

___ (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of theVietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

_X__(24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

___ (ii) Alternate I (AUG 2007) of 52.222-50.

___ (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (26) FAR 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) .

___ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (28) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (29)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (31) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (35) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (7) 52.237-11, Accepting and Dispensing of $1 Coin (AUG 2007)(31 U.S.C. 5112(p)(1)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

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

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

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 October 2008 through 30 September 2009.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the

Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than JPY 5,000 or US$43.56, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of JPY 500,000 or US $4,356.23;

(2) Any order for a combination of items in excess of JPY 3,000,000 or US $26,137.39; or

(3) A series of orders from the same ordering office within two days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total

orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after seven (7) calendar days beyond the contract expiration date.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the contract.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR Clauses http://acquisition.gov/comp/far/index.html
DFARS Clauses http://www.acq.osd.mil/dpap/dars/dfaras/index.htm

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2008)

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

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

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

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

(2) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(3) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).

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

(5) ___ 252.225-7012, Preference for Certain Domestic Commodities (MAR 2008) (10 U.S.C. 2533a).

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

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

(8) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) ___ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

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

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

(12)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (OCT 2006) of 252.225-7036.

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

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

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

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

(17) ___ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports(MAR 2008) (10 U.S.C. 2227).

(18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

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

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

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) ___ Alternate III (MAY 2002) of 252.247-7023.

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

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

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

SPS CONSOLIDATED SERVER TIME ZONE (Jun 2006) (NAVSUP)

All interested parties are hereby advised that the date and time for the Contracting Officer signature and the release of this contractual document are based on US Central Time Zone. All other dates and times are based on local time.

To calculate your time in relation to US Central Time Zone, vendors may visit the following url:
http://www.timeanddate.com/worldclock/converter.html

Disclaimer: this site is not owned or maintained by the **U.S.** Government and therefore isn't warranted to be correct. This URL is provided as a convenience only and is not intended to preclude use of other time conversion devices.

SUP 5252.216-9403 WRITTEN ORDERS (INDEFINITE DELIVERY CONTRACTS)(JAN 1992):

Written orders (on DD Form 1155) will contain the following information consistent with the terms of the contract:

(a) Date of order;
(b) Contract number and order number;
(c) Requisition number;
(d) Item number and description, quantity ordered, unit price and contract price;
(e) Place of delivery or performance (including consignee);
(f) Packaging, packing, and shipping instructions if any required;
(g) Accounting and appropriation data;
(h) Inspection invoicing and payment provisions to the extent not covered in the contract; and any other pertinent information.

The following clause is applicable only to a Japanese contractor.

SUP 5252.225-9401 JAPANESE CONCILIATION CLAUSE (JAN 1992)

(a) Except as otherwise provided in this contract, any disagreement arising under this contract which is not resolved by the parties to this contract may be submitted to the U.S.-Japan Joint Committee for Conciliation, in accordance with paragraph 10, Article XVIII, of the Status of Forces Agreement under Article VI of the Treaty of Mutual Cooperation and Security between Japan

and the United States of America. Request by the Contractor for conciliation shall be made in accordance with the procedures provided herein.

(b) In the event the Contractor desires conciliation after the decision of the Contracting Officer has been served upon him, he will first file his appeal from such findings of fact within the time limits described therein before filing request for conciliation with the Joint Committee and then request for appellate authority under the clause of this contract entitled DISPUTES to suspend its action on his appeal until such time as the Joint Committee has had an opportunity for effecting conciliation.

(c) The request for conciliation will be submitted by the Contractor through the nearest local Japanese Defense Facilities Administration Bureau to the Contract Conciliation Panel of the Joint Committee. Upon the filing of the request with the Joint Committee, the Contractor will immediately notify the Contracting Officer in writing that the request for conciliation has been filed.

(d) In the event the disagreement submitted to the Joint Committee under subparagraph (b) above has been received through conciliation, it will be the responsibility of the Contractor to notify the appellate authority designated in the clause of this contract, entitled DISPUTES, of the settlement of the dispute and to withdraw his appeal.

(e) In the event the Contractor who has submitted a request for conciliation to the Joint Committee under subparagraph (b) above desires, notwithstanding the pending request for conciliation, that action by the appropriate authority under the clause of this contract entitled DISPUTES be resumed on his appeal, it is his responsibility to so request the said authority in writing. The Joint Committee shall be immediately informed by the Contractor of his action taken hereunder.

(f) No request for conciliation can be submitted to the Joint Committee in the case of a dispute upon which the final decision of the appropriate authority under the clause of this contract entitled DISPUTES has been rendered. Pending a hearing before the conciliation panel the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision. The provisions of this clause shall not prejudice any right which the parties to the contract may have to file a civil suit.

SUP 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Name: (b)(6), (b)(7)(C)
Address: U.S. Fleet and Industrial Supply Center

(Contracting Dept) BOX 11
1 banchi, Tomari-cho, Yokosuka-shi 238-0001
Telephone: (b)(6), (b)(7)(C)

SUP 5252.216-9402 ORAL ORDERS (INDEFINITE DELIVERY CONTRACTS)(JAN 1999):

Oral orders may be placed providing the following conditions are complied with:

(a) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(b) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract; date order was placed, name and title of person placing order; an itemized listing of supplies or services furnished; unit price and extension of each item; and, delivery or performance date.

(c) Invoices for supplies or services furnished in response to oral orders will be accompanied with a received copy of each related delivery ticket.

(d) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(e) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one oral order is consolidated for a single confirmation

The following clause is applicable only to a Japanese contractor.

CONSUMPTION TAX (OCT 1992)(YOK)

(a) The Governments of the United States and Japan have agreed that this contract is exempt from the Japanese Consumption Tax. In accordance with paragraph (c) of the clause FAR 52.229-6, "TAXES -- FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)," the offerors or quoters shall not include the Consumption Tax (including underlying taxes) in their proposal or quotations. By submission of your proposal or quotation, you are certifying that your proposal or quotation does not contain any such tax. The following U.S. Government (USG) proof of purchase forms shall be used to claim the exemption at tax offices:

USG Standard Form 1034
USG Standard Form 1113
USG Standard Form 44
Department of Defense Form 1155
Navy Comptroller Form 2277

(b) The Contractor shall retain the appropriate USG proof of purchase forms set forth above for a period of seven (7) years. In addition, the Contractor shall maintain adequate records containing all pertinent information with regard to the claiming of Consumption Tax exemptions related to this contract. These records shall be subject to review by the Contracting Officer, or his or her designated representative, at any time up to seven (7) years from the date of final payment under this contract.

(c) Any questions concerning the applicability of the Consumption Tax should be directed to the appropriate local tax office.

The following clause is applicable only to a Japanese contractor.

CUSTOMS AND TAX EXEMPTION (OCT 1992)(YOK)

(a) The Contractor shall, notwithstanding any other clause in this contract to the contrary, be required to submit a request in writing to the Contracting Officer for issuance of a Tax Exemption Certificate for any import duties and all taxes paid or to be paid from which the U.S. Government is entitled to an exemption. These taxes and duties are enumerated in Article XII of the Status of Forces Agreement under Article VI of the Treaty of Mutual Cooperation and Security between the Governments of the United States of America and Japan, regarding facilities areas and the status of United States Armed Forces in Japan. The Contractor's request shall include the following information:

(1) Name of contractor;

(2) Contract number and job order number (if applicable);

(3) Nomenclature of taxable material to be delivered and intended use;

(4) Quantity of taxable material used or to be delivered; and

(5) Period of taxable material use.

(b) In the case of gasoline and other petroleum products, the Contractor shall be responsible for making every reasonable effort to determine the accuracy of his figures on consumption. In this regard, the Contractor shall, upon request of the Contracting Officer, present all available data used by the Contractor as the basis for determining such figures. The Contractor shall be required to maintain adequate records containing all pertinent information with regard to the above requirements. Further, these records shall be subject to review by the Contracting Officer at any time up to three years from the date of final payment under this contract.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00008	01-Apr-2010	N626498189F100	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
US FLEET AND INDUSTRIAL SUPPLY CENTER (CODE 200) CONTRACTING DEPARTMENT PSC 473 BOX 11 FPO AP 96349-0011	N62649	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N62649-08-D-0010
	X	10B. DATED (SEE ITEM 13) 01-Oct-2008
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 10 U.S.C. 2304 (g)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzkny011011115

A. The following change is hereby made to the contract referenced in ITEMs 10A and 10B above:

B. The contract period is extended from 1 April 2010 through 30 September 2010. The current schedule of rates applies to the period of extension.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY (b)(6), (b)(7)(C) (Signature of Contracting Officer)	26-Mar-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2008 TO 30-SEP-2010	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2008 TO 30-SEP-2010	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 0003 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2008 TO 30-SEP-2010	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 0004 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2008 TO 30-SEP-2010	N/A	N/A FOB: Destination	

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00007	01-Oct-2009	N626498189F100	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
US FLEET AND INDUSTRIAL SUPPLY CENTER (CODE 200) CONTRACTING DEPARTMENT PSC 473 BOX 11 FPO AP 96349-0011	N62649	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N62649-08-D-0010
	X	10B. DATED (SEE ITEM 13) 01-Oct-2008
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzkny010925111

A. The following changes are hereby made to the contract referenced in ITEMs 9A and 9B above:

B. Pursuant to authority cited in ITEM 13.C. above, the Government hereby exercises the option to extend services from 1 October 2009 through 31 March 2010.

(See the continuation sheet)

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 25-Aug-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The order period end date has changed from 30-Sep-2009 to 31-Mar-2010.
The order period start date has changed from 01-Oct-2008 to 01-Oct-2009.

(End of Summary of Changes)

The following items are applicable to this modification:

CONTINUATION

C. By this bilateral modification, the Contractor release its right to receive a preliminary written notice letter at least 60 days before the contract expiration as specified in the FAR 52.217-8 Option to Extend Services clause in the contract.

D. Disregard the information in ITEM 4 of the Cover Sheet. The requisition number for this modification is N62649-9152-F100.

E. Other terms and conditions

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1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00006	20-Aug-2009	N626498189F100	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
US FLEET AND INDUSTRIAL SUPPLY CENTER (CODE 200) CONTRACTING DEPARTMENT PSC 473 BOX 11 FPO AP 96349-0011	N62649	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N62649-08-D-0010
	X	10B. DATED (SEE ITEM 13) 01-Oct-2008
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzkny010924680

A. The following changes are hereby made to the contract referenced in ITEMs 10A and 10B above:

(See the continuation sheet)

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 19-Aug-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:
ADMIN

1.0 Contract Administration Appointments and Duties: In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

(a) Procuring Contracting Officer (PCO) is responsible for:

(1) All pre-award information, questions, or data;
(2) Freedom of information inquiries;
(3) Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
(4) Arranging the post award conference (See FAR 42.503-1).

Name: (b)(6), (b)(7)(C) Code 221.1
Ashore Contracts Division
Far East Contracting Department
FISC Yokosuka, Japan
PSC 473 Box 11 FPO AP 96349-1500
(Local) U.S. Fleet and Industrial Supply Center
(Contracting Dept.) Box 11
1 banchi, Tomari-cho, Yokosuka-shi 238-0001
(b)(6), (b)(7)(C)

(b) Contract Administration Office (CAO), which is the same as the PCO above, is responsible for matters specified in FAR 42.302 and DFARS 243.302 except in those areas otherwise designated herein.

(c) Ordering Officer is responsible for:

(1) Issuing delivery/task orders;
(2) Obligating the funds by issuance of the delivery/task order;
(3) Authorization to begin performance; and/or
(4) Monitoring of total price of delivery/task orders issued, and
(5) The following Ordering Officer(s)/Alternate Ordering Officer(s) cited in paragraph (e) below will place delivery/task orders.

(d) The following individuals are designated as authorized Ordering Officer:

Hokkaido and Honshu Areas

Ordering Officer: (b)(6), (b)(7)(C)
Customer Services Division (Code 430)

FISC Yokosuka
PSC 473 Box 11
FPO AP 96349-0011
Tel: DSN
COMM: (b)(6), (b)(7)(C)

Alternate Ordering Officer: (b)(6), (b)(7)(C)
Customer Services Division (Code 430)
FISC Yokosuka
PSC 473 Box 11
FPO AP 96349-0011
Tel: DSN
COMM: (b)(6), (b)(7)(C)

Alternate Ordering Officer: (b)(6), (b)(7)(C)
Customer Services Division (Code 430)
FISC Yokosuka
PSC 473 Box 11
FPO AP 96349-0011
Tel: DSN
COMM: (b)(6), (b)(7)(C)

Alternate Ordering Officer: (b)(6), (b)(7)(C)
Customer Services Division (Code 430)
FISC Yokosuka
PSC 473 Box 11
FPO AP 96349-0011
Tel: DSN
COMM: (b)(6), (b)(7)(C)

Kyushu Area

Ordering Officer: (b)(6), (b)(7)(C) Code 182.1
FISC Yokosuka Det, Sasebo
PSC 476, Box 6, FPO AP 96322-1502
Tel: DSN (b)(6), (b)(7)(C)

Alternate Ordering Officer: To be determined.

2.0 Designated Invoice Office: The Contractor shall submit its invoice, as described in 3.0 below to the Receiving Officer, for certification as to inspection and acceptance. After certification, such an invoice will be forwarded to the applicable paying office.

3.0 Invoice Information: Pursuant to the requirements of FAR 52.232-25 Prompt Payment (OCT 2003) cited herein, a proper invoice must include the following information:

(a) Name and address of the Contractor;

(b) Invoice date;

(c) Contract number or other authorization for supplies delivered or services performed (including order number, contract line item number (CLIN) and, if applicable, the contract subline item number (SLIN);

(d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed;

(e) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading;

(f) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment);

(g) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice; and,

(h) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

4.0 Designated Payment Office: Payment will be made in Japanese Yen or U.S. Dollar check by the following offices:

For U.S. Navy Ships (USS)

Defense Finance and Accounting Service (DFAS) Japan
(Attn: Code JRLG)
Bldg. 206, Unit 5220
Yokota Air Base
Fussa-shi, Tokyo 197-0001

For U.S. Coast Guard Ships (USCG)

DFAS Japan
(Attn: Code JRLE)
Bldg. 206, Unit 5220
Yokota Air Base
Fussa-shi, Tokyo 197-0001

The Contractor located in Japan must agree to receive payment by EFT. Transaction fee of 735 Yen for the Contractor in Japan will be deducted by the Financial Institution (J.P. Morgan) making payment. The Contractor located in other than Japan, the check will be mailed to the contractor. Additional fee may be imposed by the bank designated to receive payment.

(End of Summary of Changes)

The following items are applicable to this modification:
CONTINUATION

B. Change the Ordering Officer information on page 9 of 25 as follows:

Add the Alternate Ordering Officer for Hokkaido and Honshu Areas.

(b)(6), (b)(7)(C)
Customer Services Division (Code 430)

FISC Yokosuka
PSC 473 Box 11
FPO AP 96349-0011
Tel: DSN (b)(6), (b)(7)(C)
COMM:

C. Other terms and conditions remain the same.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00005	29-Jun-2009	N626498189F100	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
US FLEET AND INDUSTRIAL SUPPLY CENTER (CODE 200) CONTRACTING DEPARTMENT PSC 473 BOX 11 FPO AP 96349-0011	N62649	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N62649-08-D-0010
	X	10B. DATED (SEE ITEM 13) 01-Oct-2008
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzkny010920690

A. The following change is hereby made to the contract referenced in ITEMs 10A and 10B above:

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 29-Jun-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

POC CHNAGE

B. On the Item 5 Point of Contact in Delivery Information, the following change is hereby made.

Delete

Name of Employee	Title	Office Phone	Home Phone
(b)(6), (b)(7)(C)			

Add

Name of Employee	Title	Office Phone	Home Phone
(b)(6), (b)(7)(C)			

C. Other terms and conditions remain the same.

Reference: (b)(6), (b)(7)(C) e-mail dated Monday, 29 June 2009 12:53PM, Subject: Turnover of Representative Directorship, GDM (Nippon)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00004	18-Feb-2009	N626498189F100	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
US FLEET AND INDUSTRIAL SUPPLY CENTER (CODE 200) CONTRACTING DEPARTMENT PSC 473 BOX 11 FPO AP 96349-0011	N62649	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N62649-08-D-0010
	X	10B. DATED (SEE ITEM 13) 01-Oct-2008

CODE QB341 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzkny010910353

A. The following changes are hereby made to the contract referenced in ITEMs 10A and 10B above:

(See the continuation sheet)

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED
18-Feb-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:
ADMIN

1.0 Contract Administration Appointments and Duties: In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

(a) Procuring Contracting Officer (PCO) is responsible for:

(1) All pre-award information, questions, or data;
(2) Freedom of information inquiries;
(3) Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
(4) Arranging the post award conference (See FAR 42.503-1).

Name: (b)(6), (b)(7)(C) Code 221.1
Ashore Contracts Division
Far East Contracting Department
FISC Yokosuka, Japan
PSC 473 Box 11 FPO AP 96349-1500
(Local) U.S. Fleet and Industrial Supply Center
(Contracting Dept.) Box 11
1 banchi, Tomari-cho, Yokosuka-shi 238-0001
(b)(6), (b)(7)(C)

(b) Contract Administration Office (CAO), which is the same as the PCO above, is responsible for matters specified in FAR 42.302 and DFARS 243.302 except in those areas otherwise designated herein.

(c) Ordering Officer is responsible for:

(1) Issuing delivery/task orders;
(2) Obligating the funds by issuance of the delivery/task order;
(3) Authorization to begin performance; and/or
(4) Monitoring of total price of delivery/task orders issued, and
(5) The following Ordering Officer(s)/Alternate Ordering Officer(s) cited in paragraph (e) below will place delivery/task orders.

(d) The following individuals are designated as authorized Ordering Officer:

Hokkaido and Honshu Areas

Ordering Officer: (b)(6), (b)(7)(C)
Customer Services Division (Code 430)

FISC Yokosuka
PSC 473 Box 11
FPO AP 96349-0011
Tel: DS
COMM (b)(6), (b)(7)(C)

Alternate Ordering Officer: (b)(6), (b)(7)(C)
Customer Services Division (Code 430)
FISC Yokosuka
PSC 473 Box 11
FPO AP 96349-0011
Tel: DSN
COMM: (b)(6), (b)(7)(C)

Alternate Ordering Officer: (b)(6), (b)(7)(C)
Customer Services Division (Code 430)
FISC Yokosuka
PSC 473 Box 11
FPO AP 96349-0011
Tel: DSN
COMM: (b)(6), (b)(7)(C)

Kyushu Area

Ordering Officer: (b)(6), (b)(7)(C) Code 182.1
FISC Yokosuka Det, Sasebo
PSC 476, Box 6, FPO AP 96322-1502
Tel: DSN (b)(6), (b)(7)(C)

Alternate Ordering Officer: To be determined.

2.0 Designated Invoice Office: The Contractor shall submit its invoice, as described in 3.0 below to the Receiving Officer, for certification as to inspection and acceptance. After certification, such an invoice will be forwarded to the applicable paying office.

3.0 Invoice Information: Pursuant to the requirements of FAR 52.232-25 Prompt Payment (OCT 2003) cited herein, a proper invoice must include the following information:

(a) Name and address of the Contractor;

(b) Invoice date;

(c) Contract number or other authorization for supplies delivered or services performed (including order number, contract line item number (CLIN) and, if applicable, the contract subline item number (SLIN);

(d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed;

(e) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading;

(f) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment);

(g) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice; and,

(h) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

4.0 Designated Payment Office: Payment will be made in Japanese Yen or U.S. Dollar check by the following offices:

For U.S. Navy Ships (USS)

Defense Finance and Accounting Service (DFAS) Japan
(Attn: Code JRLG)
Bldg. 206, Unit 5220
Yokota Air Base
Fussa-shi, Tokyo 197-0001

For U.S. Coast Guard Ships (USCG)

DFAS Japan
(Attn: Code JRLE)
Bldg. 206, Unit 5220
Yokota Air Base
Fussa-shi, Tokyo 197-0001

The Contractor located in Japan must agree to receive payment by EFT. Transaction fee of 735 Yen for the Contractor in Japan will be deducted by the Financial Institution (J.P. Morgan) making payment. The Contractor located in other than Japan, the check will be mailed to the contractor. Additional fee may be imposed by the bank designated to receive payment.

(End of Summary of Changes)

The following items are applicable to this modification:
CHANGE ORDERING OFFICER

B. Change the Ordering Officer informaion on Page 9 of 25 as follows:

Add the Alternate Ordering Officer for Hokkaido and Honshu Areas.

(b)(6), (b)(7)(C)

FISC Yokosuka
PSC 473 Box 11
FPO AP 96349-0011
Tel: DSN (b)(6), (b)(7)(C)
COMM:

Delete the Alternate Ordering Officer for Kyushu Area.

(b)(6), (b)(7)(C) Code 182.1
FISC Yokosuka Det, Sasebo
PSC 476, Box 6, FPO AP 96322-1502
Tel: DSN (b)(6), (b)(7)(C)

C. Other terms and conditions remain the same.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00003	13-Feb-2009	N626498189F100	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
US FLEET AND INDUSTRIAL SUPPLY CENTER (CODE 200) CONTRACTING DEPARTMENT PSC 473 BOX 11 FPO AP 96349-0011	N62649	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N62649-08-D-0010
	X	10B. DATED (SEE ITEM 13) 01-Oct-2008
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzkny010910098

A. The following change is hereby made to the contract referenced in ITEMs 10A and 10B above:

(See the continuation sheet)

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 12-Feb-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The vendor signature required has changed from required to not required.
The number of award copies required 1 has been deleted.
The 'Payment will be made by' organization has changed from

SEE SCHEDULE
.
.
to
DFAS JAPAN
BLDG 206 UNIT 5220
APO AP 96328-5220

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	05-Feb-2009	N626498189F100	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
US FLEET AND INDUSTRIAL SUPPLY CENTER (CODE 200) CONTRACTING DEPARTMENT PSC 473 BOX 11 FPO AP 96349-0011	N62649	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N62649-08-D-0010
	X	10B. DATED (SEE ITEM 13) 01-Oct-2008
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 10 U.S.C. 2304 (g)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzkny01099321

A. The following change is hereby made to the contract referenced in ITEMs 10A and 10B above:

(See the continuation sheet)

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 05-Feb-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

STATEMENT OF WORK

OBJECTIVE – The contractor shall arrange for services required for USS Ships and USCG Ships (optional users) at various ports in Japan.

This is a Firm-Fixed-Price Requirements contract. The Contractor agrees to furnish the services at the fixed price listed in the Schedule of Rates.

Prices in the offer shall be stated in Japanese Yen or U.S. Dollars. In case pricing proposals in both Yen and U.S. Dollar are received, the exchange rate of 114.7781 Yen = U.S. $1.00 (Budget Exchange Rate of FY08) will be used for evaluation purposes.

1.0 Classification of Ships: The following are three classifications of ships identified for the purpose of establishing basic husbanding service charges.

Classification of Ships	Type of Vessel	Hull Designation
A (USS Ships and USCG Ships)	Frigates, Destroyers, Submarines, Cutters Ice Breakers and Buoy Tenders, Mine Sweepers, and Salvage Ships	FF/FFG/DD/DDG/SS/SSN WHEC/WABC/WPB, WLM or WLB/MCM/ARS
B (USS Ships)	Cruisers, Landing Ships, Amphibious Warships and Submarine Tenders	CG/LCC/LPH/LPD/LSD/ LST or AS
C (USS Ships)	Aircraft Carriers	CV/CVN

a. USCG Ships are optional rather than required users of services under this contract. It has been the Government's experience that USCG Ships requiring husbanding services in Japan normally obtain husbanding service through this contract (or its predecessor contracts.)

2.0 Basic Husbanding Service (CLIN No. 0001): The basic husbanding service charges will be paid for the basic husbanding services defined below. Upon receipt of notification of ship's arrival from the Ordering Officer, the Contractor shall:

Notify local port authority of estimated time of arrival of the ship as advised by the Ordering Officer;

Make berthing arrangements, including tugs, pilots, line handling, brows and camels;

Confirm and advise the Ordering Officer of arrangements made;

Go aboard the ship on arrival and advise the Supply Officer or his authorized representative of applicable port regulations, tariff rates and schedule of services available during the ship's in-port period;

Perform liaison function between ship's representative and port service companies providing services or supplies required;

Arrange for shore patrol coordination with local police authorities; and

When advised of ship's departure date, obtain necessary clearance and make all necessary arrangements for deberthing, pilots, tugs and line handlers as applicable.

3.0 Additional/Arrangement Charge (CLINs 0003 and 0004):

An additional or arrangement charge will be paid for arrangements made with a supplier for delivery of supplies or performance of services. The supplies or services provided by a supplier as arranged by the Contractor herein shall be considered a separate transaction which is to be executed between the ship's Supply Officer and the supplier.

When making these arrangements, the Contractor shall obtain quotations on a competitive basis from preferably at least three sources. The Contractor is responsible for affirmatively stating to all suppliers at the time a quote is solicited that the Contractor is not authorized to contract on behalf of the Government and that no contract will exist until a purchase order is issued.

The Contractor will submit the supplier's quotations to the ship's Supply Officer for his selection of a supplier. If only one supplier responds with a quotation, the Contractor shall provide the ship's Supply Officer with a written statement explaining the absence of competition. Where the selection of a supplier is required before the ship's arrival, the Contractor shall submit such quotations to the Ordering Officer specified in page 9 of 47, paragraph 1.0(d).

4.0 Labor: The Contractor agrees that performance under this contract shall be subject to and in accordance with the laws of Japan in effect from time to time, which govern the hours, wages, labor relations, workmen's compensation, working conditions and other matters pertaining to labor.

5.0 Pricing: The Contractor shall use its best efforts to ensure that the quotations for supplies/services shall be as low as those established by tariff, laws and those charged by the quoter to its most favored customer.

6.0 Safety Requirements for Water Transportation Services: When arranging for liberty boat, water taxi, or other similar type water transportation services is ordered under CLIN 0003AE and 0004AJ, the Contractor shall comply with the following requirements.

6.1 Boat Requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris and fitted for the services required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of Japan. Notwithstanding compliance with local laws and regulations, the Contractor shall meet all additional requirements as set forth throughout the Statement of Work.

6.2 Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

6.3 Each boat shall be capable of transporting a minimum of ten (10) passengers.

6.4 The following information shall be conspicuously posted in both English and Japanese.

6.4.1 Current operator's/captain's license
6.4.2 Passenger/weight capacity limit notice
6.4.3 Location of life jackets and other life saving equipment
6.4.4 Location of all exits indicated in large letters
6.4.5 Emergency procedures

6.5 Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

6.6 Operation of the boat shall be in a safe and seaworthy manner. At least two-person crew shall be required on every liberty launch.

6.7 The consumption of alcoholic beverages shall not be permitted aboard the boat.

6.8 Operator Qualifications: All personnel or employees of the Contractor operating boats providing subject services shall have all certification required and issued by the Japanese Government for the operation of the type, class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

6.9 Security: During the term of this contract the ship(s) to be serviced agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat – SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

6.10 Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

6.11 Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the Contractor or his authorized representative prior to acceptance. This inspection shall include but not limited to:

Hull
-- Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures
-- Superstructure, including masts and stacks
-- Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines
-- Provisions for drainage of sea water from exposed decks over the side and not into the bilges
-- Access/egress points – adequacy of number and location

Machinery
-- Main propulsion and auxiliary machinery essential to operation of boat
-- Sea and bulkhead closure valves
-- Bilge suction strainers and dewatering systems – bilge pump to be tested by operation
-- Bilges free of flammable liquids

Electrical
-- Cables
-- Navigation, deck and emergency lighting
-- Rotating electrical machinery, e.g., generators and motors

-- Storage batteries

Lifesaving Equipment
-- Life preservers – sufficient number for maximum capacity of boat, accessible and in satisfactory condition
-- Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity
-- First aid kits, life rings and distress lights
-- Distress signaling devices

Fire Fighting Equipment
-- Fire pump – test by subjecting fire hose(s) to fire pump pressure
-- Portable fire extinguishers
-- Fixed systems. E.g., CO2 cylinders

Steering Apparatus

Miscellaneous Systems and Equipment
-- Harbor charts
-- Ground tackle and mooring lines
-- Whistle/fog horn, bell
-- Lighted compass
-- 2-way radio capable of bridge-to-bridge communications
-- Current license
-- Operator qualifications

Only approved boats shall be used in the performance of the contract. The Contractor will provide each ship with a list of pre-approved boats. If the Contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement is that contained in paragraph 6.12 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

6.12 Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all Contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

Safety of Operations: Insure the following are present and in working condition:
-- Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.
-- Fire extinguishers sufficient for the size of the vessel operated.
-- Radio (with battery backup) capable of bridge to bridge communications.
-- Anchor/chain sufficiency for the size of the vessel operated.
-- Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

Hazards to Passengers: Conduct topside visual inspection for safe conditions of the following:
-- Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.
-- Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.
-- Ensure no bare or exposed electrical wires or connections are located in the passenger area.
-- Validate that sufficient unobstructed exits are present and marked in English.
-- Verify that no missile hazards, gear adrift, or trip hazards exist.

6.13 Critical Safety Equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or his designated representative will have the option of furnishing the

missing item. In all cases where government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contracting Officer should be notified immediately of the circumstances surrounding the deficiency so that appropriate action can be taken. If the Contracting Officer is not on site, notification will be by message.

7. Antiterrorism/Force Protection (ATFP)

7.1. Protection of Ship Schedule Information. The Contractor shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The Contractor's written policy shall describe the required measures to protect ship schedule information.

7.2. Security Screening of Contractor and Subcontractor Employees . The Contractor shall conduct security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers.

7.3. Contractor/Subcontractor Identification.

7.3.1. The Contractor shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times.

7.3.2. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

Note: The AT/FP related service (e.g., barrier, guard shack, etc.) will be ordered by the Ship's Supply Officer.

8. Organizational Conflict of Interest: To avoid organizational conflicts of interest, the HS Contractor is prohibited from submitting an offer or quotation to the Ordering Officer or Ship Supply Officer on its own behalf or on behalf of an affiliated company or organization as part of arranging for services under the Contract. The HS Contractor is prohibited from releasing any details of the offers or quotations it collects for transmittal to the Ordering Officer or Ship Supply Officer to other actual or potential offerors or quoters.

Collection of Past Performance Information

The Contractor's performance is reported for each ship visit by the Ordering Officer using the form entitled "Contractor's Performance Evaluation Sheet" (Attachment (3) of this contract). The Ordering Oficer will rate the Contractor's performance using the following adjectival ratings:

EXCEPTIONAL (E): Meets contractual requirements and exceeds many to customers' benefit. The element or sub-element being evaluated was accomplished with few minor problems for which corrective actions were highly effective. Response and/or findings exceed a "very good" rating.

VERY GOOD (VG): Meets contractual requirements and exceeds some to customers' benefit. The element or sub-element being evaluated was accomplished with no problems or some minor problems for which corrective actions were effective. Response and/or findings exceed a "satisfactory" rating.

SATISFACTORY (S): Meets contractual requirements. The element or sub-element being evaluated was accomplished with no problems or some minor problems for which corrective actions were satisfactory.

MARGINAL (M): Did not meet some contractual requirements. The element or sub-element being evaluated reflects some serious problems, for which the contractor either failed to identify or implement corrective actions in a timely manner, or for which the corrective actions implemented or proposed to be implemented were, or are expected to be, only partially effective. Performance was consistently of mediocre quality or exhibited a trend of becoming so.

UNSATISFACTORY (U): Did not meet most contractual requirements and recovery did not occur within the period of performance. The element or sub-element being evaluated reflected serious problem(s) for which the contractor either failed to identify or implement corrective actions or for which corrective actions, implemented, or proposed to be implemented, were, or are expected to be, mostly ineffective. Performance was consistently of poor quality or exhibited a trend of becoming so.

(End of Summary of Changes)

The following items are applicable to this modification:

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B. On page 3 of 25, Section 3.0 specified in the Statement of Work is changed as follows due to typographical error:

From: 3.0 Additional/Arrangement Charge (CLINs 0002 through 0004):

To: 3.0 Additional/Arrangement Charge (CLINs 0003 and 0004):

C. Other terms and conditions remain the same.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	11-Sep-2008	N626498189F100	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
US FLEET AND INDUSTRIAL SUPPLY CENTER (CODE 200) CONTRACTING DEPARTMENT PSC 473 BOX 11 FPO AP 96349-0011	N62649	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N62649-08-D-0010
	X	10B. DATED (SEE ITEM 13) 01-Oct-2008
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 10 U.S.C. 2304(g)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzkny010826518

A. The following change is hereby made to the contract referenced in ITEMs 10A and 10B above:

(See the continuation sheet)

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) / CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 10-Sep-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

B. The following terms and conditions were erroneously omited, when the document was changed over from the RFP to the contract, due to SPS technical failure, and hereby incorporated into DELIVERY INFORMATION on page 13 of 25 of the contrcat.

1.0 Period of Contract: The period of the contract for the purpose of issuing task orders shall be from 1 Oct 2008 through 30 September 2009.

2.0 Place of Performance: The services shall be performed throughout any of the Japanese ports. Ports frequently ordered are; Beppu, Hakata, Kagoshima, Kobe, Kochi, Kure, Niigata, Ohita, Osaka, Otaru, Sendai, Shimoda, Tokuyama, Tokyo, Wakkanai, Yokohama and Yokosuka.

3.0 Ordering Lead Time: The Ordering Officer shall place orders with the Contractor for the arrangement services identified in the contract upon receipt of the logistics requirement (LOGREQ) from the ship. Orders may be placed orally or in writing. The Contractor shall notify the Ordering Officer, WITHIN TWO WORKING DAYS AFTER RECEIPT OF SUCH ORDER, if any item that has been ordered cannot be furnished by the time required or is not available in the commercial market place. The Contractor shall have completed its performance responsibilities once it provides the required quotations to the ship's Supply Officer or to the ordering officer (in those instances in which selection of a supplier is required before the ship's arrival) or provides notice within two working days that an item cannot be furnished within the time required or is not available in the commercial market place.

4.0 Issuance of Purchase Orders

4.1 See Statement of Work 3.0 for arrangement of supplies and/or services and communication with the ship's Supply Officer.

4.2 A purchase order (DD Form 1155) shall be issued by the ship's Supply Officer to the supplier concerned before the delivery or performance has begun. Purchase orders are prepared and processed in essentially the same manner as set forth in SUP 5252.216-9402 ORAL ORDERS (INDEFINITE DELIVERY CONTRACTS)(JAN 1999) and SUP 5252.216-9403 WRITTEN ORDERS (INDEFINITE DELIVERY CONTRACTS)(JAN 1992) below except that it is identified as a purchase order vice a task order and is issued directly to the supplier concerned vise the Contractor hereof. The Contractor is responsible to inform the suppliers that failure to receive such documents from ship's Supply Officer may result in a delay of payment since the contract for the delivery of supplies or performance of the service is between the ship and the supplier.

5.0 Point of Contact: The Ordering Officer will contact the following Contractor's personnel under this contract:

	Name of Employee	Title	Office Phone	Home Phone
1	(b)(6), (b)(7)(C)			
2				

C. Other terms and conditions remain the same.

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: N4034513RCSG0038

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-13-D-0004	28-Jan-2013		N40345-13-R-0013	25-Oct-2012

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)*

8. OFFER DUE DATE/LOCAL TIME: 10:00 AM 19 Dec 2012

9. ISSUED BY CODE N40345

NAVSUP FLC SINGAPORE OFFICE
CONTRACTING DEPARTMENT (CODE 250)
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: NAICS:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/ OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE. LTD.
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE N61077

U.S. NAVY REGION CENTER SINGAPORE
DISBURSING OFFICER
PSA SEMBAWANG TERMINAL, BUILDING 7-4,
DEPTFORD ROAD
SINGAPORE 759657

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

SGD729,444.00 EST

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES
- [X] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

REF:

29. AWARD OF CONTRACT: REFERENCE
- [ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(6), (b)(7)(C)

31c. DATE SIGNED: 29-Jan-2013

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) Supervisory Contract Specialis

TEL: (b)(6), (b)(7)(C)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot		NSP

MINIMUM GUARANTEE FOR PIERSIDE SERVICES
FFP
THIS LINE ITEM DOES NOT ORDER GOODS OR SERVICES. IT MAY BE ISSUED ON TASK ORDER/DELIVERY ORDER OOMG FOR THE SOLE PURPOSE OF RECORDING THE OBLIGATION OF FUNDS ASSOCIATED WITH THE MINIMUM QUANTITY UNDER THE BASIC CONTRACT.
FOB: Destination
MILSTRIP: N4034513RCSG0038
PURCHASE REQUEST NUMBER: N4034513RCSG0038

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		729,444	Lot	SGD1.00	SGD729,444.00 EST

BASE PERIOD FOR LCS PIERSIDE SERVICES
FFP
SEE ATTACHMENT 1 FOR A COMPLETE LISTING OF ALL LLINS AND SUBLLINS FOR THIS CLIN.
PRICES ARE FOB DESTINATION AND SHALL BE IN SINGAPORE DOLLARS.
FOB: Destination
MILSTRIP: N4034513RCSG0038
PURCHASE REQUEST NUMBER: N4034513RCSG0038

NET AMT SGD729,444.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		729,444	Lot	SGD1.00	SGD729,444.00 EST
OPTION	OPTION PERIOD FOR LCS PIERSIDE SERVICES FFP SEE ATTACHMENT 1 FOR A COMPLETE LISTING OF ALL LLINS AND SUBLLINS FOR THIS CLIN. PRICES ARE FOB DESTINATION AND SHALL BE IN SINGAPORE DOLLARS. FOB: Destination MILSTRIP: N4034513RCSG0038 PURCHASE REQUEST NUMBER: N4034513RCSG0038				

NET AMT SGD729,444.00 (EST.)

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-MAR-2013 TO 28-FEB-2014	N/A	N/A FOB: Destination	
0002	POP 01-MAR-2013 TO 28-FEB-2014	N/A	N/A FOB: Destination	
0003	POP 01-MAR-2014 TO 28-FEB-2015	N/A	N/A FOB: Destination	

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

PERFORMANCE WORK STATEMENT

A. GENERAL

This contract is for performance of logistics and port services for U.S Navy Littoral Combat Ships (LCS) located at Changi Naval Base, Singapore.

Line Items used in the Performance Work Statements and in the Pricing sheet are outlined as follows:

XX01	Trash Removal
XX02	Brow Services
XX03	Ship Movement Services
XX04	General Charter and Hire Items
XX05	Collection, Holding, and Transfer (CHT)
XX06	Fresh Potable Water
XX07	Ship's Utility Services
XX08	Land Transportation (Personnel) Services
XX09	Telephone Services and Communications Equipment
XX10	Force Protection Personnel
XX11	Force Protection Supplies
XX12	Port Handling Costs

B. PRICING SPREADSHEETS

Pricing spreadsheets are provided in Attachment 1 of this solicitation and will be used for price evaluation purposes.

DESCRIPTION OF CONTRACTUAL SCOPE

This contract is for the provision of pierside support (PS). The holder of this contract is a U.S. Navy contractor. The holder of this contract is not an agent of the U.S. Navy and does not have the authority to bind the U.S. Navy.

1. Characteristics of the Littoral Combat Ship is as follows:
   Draft – 12 Feet
   Length – 379 Feet
   Beam – 43 Feet
   Displacement – 2,840 tons
   Maximum Crew Size - 85

2. This contract is for LCS Pierside Support Services at any berthing location within Changi Naval Base, Singapore. The contract is to provide services as stated herein for the ships while in port.

3. Littoral Combat ships may be in port up to 30 consecutive days in duration.

4. The quantities listed in Attachment 1, Schedule of Supplies and services are estimates only. There is no guarantee that the government will meet or exceed the estimates.

5. The individual Lot Line Items provided under this contract are listed in Attachment 1, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Lot Line Item Numbers (LLINs).

6. Non-priced supplies and services will be procured by Fleet Logistics Center Yokosuka, Site Singapore Contracting Officers.

7. This is a Firm-Fixed-Price Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract for port services. These service requirements are and defined in the Performance Work Statements (PWS). The "minimum" and "maximum" to be established per FAR Clause 52.216-22.

8. The PS Contractor agrees to furnish the services or supplies at the fixed price listed in the schedules.

9. This contract is for a period of twelve (12) months with one (1) year option. The contract also includes the clause entitled FAR 52.217-9 Option to extend the Term of the Contract. If all options are exercised under FAR 52.217-9, the duration of this contract is 30 months.

10. The contract will include the clause entitled FAR 52.237-7023 (Class deviation 2009-00010) Continuation of Essential Contractor Services. Contractors providing services designated as essential contractor services by a DoD component are expected to use their best efforts to continue providing such services, in accordance with the terms and conditions of their contracts even during periods of crisis.

11. Minimum guarantee for this contract is SGD$5,000.00. Maximum order quantity is the dollar amount equal to the price of 300% of the quantities identified in the price schedule.

A. GENERAL OVERVIEW

1. OBJECTIVE

The objective of this contract is to obtain pierside support for U.S. Navy Littoral Combat ships located at Changi Naval Base, Singapore.

2. SCOPE

a. The general scope of this contract and its general conditions are described above. This section provides the detailed Performance Work Statement (PWS) descriptions for applicable Line Items.

b. General Requirements

i. The PS Contractor shall provide timely delivery of supplies and services conforming to this PWS.

ii. The PS Contractor shall assure that supplies and services ordered by NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Ordering Officer conform to the general requirements of the contract and liaise with the Ordering Officer in resolving any problems in meeting the requirements.

iii. The PS Contractor shall identify representatives to act as the principal points of contact between the PS Contractor and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore representatives concerning performance issues.

iv. The PS Contractor shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the U.S. Government.

v. The PS Contractor shall ensure that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

vi. The PS Contractor shall ensure that subcontractors comply with these requirements.

3. PRICING

a. All contract prices are in Singapore Dollars (SGD). All taxes including Goods and Services Tax (GST) and surcharges are included in the unit cost.

b. Except for Port Tariffs and To Be Determined (TBD) items, unit prices for all contract items described below shall be inclusive of all other costs including, but not limited to, all necessary equipment, licensed operators, and liability insurance as required by local law, holiday and overtime costs, customs clearances, fuel and operating expenses.

c. Fixed prices are required in the pricing schedule except for Port Tariff items. Unless otherwise provided, these prices shall also include performance at night, in overtime, Saturdays, Sundays, and Holidays; and services performed under inclement weather. They also include all operating expenses including, but not limited to, tugs, barges, trucks and personnel.

d. The pricing for all services requiring the use of transportation type conveyances (i.e., trucks, barges for LINE ITEMs for trash removal, CHT removal, potable water, oily waste removal, etc) shall include the use of the equipment as required to complete the service in the statement of work without any additional charges for detention or demurrage except as provided by subparagraph j below.

e. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate LINE ITEM in the Schedule. This includes all associated equipment, transportation and labor required to satisfy ship and port requirements.

f. Installation cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Installation for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

g. Removal cost and time shall be included in the unit price as part of the direct cost. This include all associated equipment and labor required to removal the installed services.

h. When the PS Contractor obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list (e.g. port tariff), then the PS Contractor shall be reimbursed for the published price of the item. The PS Contractor shall not be paid an amount in addition to the published price of the item. A copy of the current published price list (e.g. port tariff) shall be provided to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore email address specified at the time of contract award. The PS Contractor shall provide the revision of published price list when there is a change within 7 days.

i. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and/or labor is along side the ship and capable of operations. Travel time to the location of performance shall not be charged. For the purposes of this contract, one (1) day is equal to 24 hours and begins with the performance of service. For example, service from 1800 until 1800 the next calendar day is equal to one (1) day of service. In cases where the billing unit is ‘day’ and a full day of service is not used by the Ordering Activity, the PS Contractor shall be entitled to bill for one day of service. For example, if a sub lot line item with a billing unit of day were ordered and used for 30 hours, the PS Contractor would be entitled to bill for two days of service. In cases where the ship does not arrive at the time specified in the delivery/task and services are made available based upon the time requested in the delivery/task order, billing for services may commence at the time

requested by the Government unless notice of cancellation is provided by NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Ordering Officer.

j. Demurrage charges shall only be charged if the PS Contractor's service is unduly delayed due to the fault of the U.S. Government for more than 1 hour from the requested time of commencement of an operation. Example, if the Ordering Officer requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but, due to the fault of the government, was not attended to until 1500 hrs when pumping begins. The PS Contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs). The time required to complete the requirements detailed in the PWS is not considered a delay.

k. Port Tariffs will apply to those services that are based on the Port Tariff rates established and controlled by the Host nation or Port Authorities. The abbreviation "PT" in the pricing schedule identifies the port tariff items that the PS Contractor is not required to price.

l. Several Lot Line Item services are based on volume (e.g. trash removal, CHT, potable water, and oily waste removal). Volume-based services shall be priced at the same unit price specified in the Attachment 1 pricing schedules.

4. QUALITY

a. The PS Contractor shall provide the timely delivery of goods and services to the Littoral Combat ships making port visits, provide continuous oversight of costs and performance throughout the area covered by this contract, and make meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. The PS Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Operations Officers, and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore. The contract will not specify how the PS Contractor is to perform, but measurable performance standards are established in the Quality Assurance Surveillance Plan (QASP) to monitor contract performance during each ship's visit.

b. The quality of all services or supplies provided shall conform at least to commercial standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

c. The performance standards are explained in the Quality Assurance Surveillance Plan (QASP). The performance standards are:

   i. Ship's satisfaction with the contractor's services during the port visit as identified in the ship's port visit cost report; and

d. The percentile goals are fixed for each factor within the QASP. The failure of the PS Contractor to meet the percentile goal for any factor will be investigated and evaluated by the Contracting Officer. The PS Contractor will be given the opportunity to refute an adverse assessment prior to finalizing the metric for a quarter.

5. POINT OF CONTACT

   d. Based upon the ship's orders, the PS Contractor shall ensure the timely filling of all ship's requirements. The PS Contractor shall designate at least one senior company official to be the Point of Contact (POC) under this contract for logistic and contractual support. The POC shall be fully fluent in English. The PS Contractor is required to designate the POC at the time of contract award.

e. All PS Contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port. All correspondence shall be in English. All electronic communication between the ship and the PS Contractor shall be copied to the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer and Logistic Support Representative emails specified at the time of contract award. The PS Contractor is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered by the Ordering Officer from the PS Contractor.

6. ORDERING SUPPLIES AND SERVICES & PROVIDING GENERAL ASSISTANCE

NAVSUP Fleet Logisitcs Center Yokosuka, Site Singapore Contracting Officers are the only authorised ordering officers under this contract. Services required under this contract will be obtained by issuing Task/Delivery orders under this contract. All CLINS, LLINS, Task/Delivery orders shall be issued not less than 48 hours prior to commencement of services. Task/Delivery orders shall be issued from contract award date to final day of the contract. Oral orders from NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officers are authorized and a written confirmation on SF1449 form must be provided within ten (10) days. Written task/delivery orders are to be on a fully completed SF1449 form. Orders may be issued by phone, facsimile or by electronic commerce methods.

The Contracting Officer will be notified if there is a question regarding the scope of the contract. If these services and supplies are not priced in the contract, or if these services and supplies are available under other U.S. Government contracts, the following applies:

a. The U.S. Government will not pay the PS Contractor for any personal requests from individual crewmembers, whether military or civilian.

b. The PS Contractor shall install all ordered equipment upon the ship’s arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders and telephones.

c. The PS contractor shall remove all provide equipment to facilitate the ship's timely departure.

d. The PS Contractor must obtain a written receipt from an authorized LCSRON representative accepting all services or supplies provided.

7. CANCELLATIONS

a. Orders may be cancelled orally or in writing. Oral cancellations will be followed-up with a written confirmation to the PS Contractor within 3 working days.

b. An order may be cancelled 48 hours or earlier before the start of the service or delivery of the services ordered and the government will not be liable for any charges. For an order not cancelled at least 48 hours in advance, the Ordering Activity is responsible for cancellation costs to be negotiated under the “Termination for the Government’s Convenience” (FAR 52.212-4) section included in this contract.

c. In all cases, the PS contractor is responsible for mitigating any damage or termination costs incurred because of the cancellation.

8. INVOICES AND PAYMENT

a. The PS Contractor shall prepare the invoice with supporting documents and present them to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Ordering Officer based on the requirement of FAR 52.232-25 Prompt Payment (Sep 1992).

b. The Ordering Officer will review the invoices and forward to Disbursing Office, U.S. Navy Region Center Singapore. The Disbursing Office will pay the invoices.

c. All payments due to the PS Contractor under the contract shall be made in Singapore Dollars by the Disbursing Office, U.S. Navy Region Center Singapore, PSA Sembawang Terminal, Bldg 7-4, Deptford Road, Singapore 759657. Unless specified on each invoice, payment will be made via wire transfer to the PS Contractor's designated bank. The PS Contractor shall be responsible for all bank transfer related charges.

9. UNIQUE / PARTICULAR SITUATIONS

a. Ship Maintenance and/or Repair: If ship maintenance and/or repair is required and performed in Changi Naval Base, Singapore during the ship visit, the PS Contractor shall coordinate with other U.S Government Contractors in performing their required services.

b. Order of Priority of Usage: The PS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or, if the port-provided supplies and services are less expensive than similar services provided by the PS Contractor or its subcontractors, or finally provide it themselves to include subcontractors. Where the reasonable cost of mobilization/demobilization for U.S. Government owned equipment exceeds the quoted price of the sub lot line item it is intended to replace, the PS Contractor shall use the least cost alternative to meet the requirement. Information on availability of host nation provided services, where available, is annotated on the Attachment 1 pricing schedules. If, for any reason, an item that would otherwise be provided by the Government, host nation, or port authority is not available, that item shall be provided by the PS Contractor at the price quoted in the Attachment 1 pricing schedules.

c. Short Notice Orders: The contractor shall perform all orders that are issued within the minimum order lead time annotated in the Attachment 1 schedules. If orders are issued with less than the required minimum order lead time prior to the start of performance, the contractor shall use its best efforts to provide the required services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

Important Notes

1) Pricing for supplies and services will be expressed in SGD and shall be billed in the units of the respective LINE ITEMs.

2) Definitions for the "Unit" abbreviations are as follows:

CM = Cubic Meter
DY = Day (refers to a 24-hour period beginning at start of service unless stated otherwise)
EA = Each
HR = Hour
JB = Job
LOT (LT) = A lot (LT) is a deliverable item or group of items with a separate and distinct unit price.
MT = Metric Ton
PT = Port Tariff

SGD = Singapore Dollars
TBD = To Be Determined
NSP = Not Separately priced

3) The Line Item Numbers consist of four numeric digits. XX replacement of any numeric digits makes the descriptor generic and applicable to all LINE ITEMs in that series.

D. Definitions

BARGE = Flat-bottomed displacement ships used for carrying or storing cargo, for separation between vessels and other structures, or as a work platform. Barges may or may not be self-propelled.

DEMOBLIZATION = The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location or to another work location.

GFE = U.S. Government Furnished Equipment. See Attachment 2 for GFE listing.

LCSRON = Littoral Combat Ship Squadron

MOBLIZATION = Moving a piece of equipment from a storage or previous work location to the new required work location.

PIERSIDE SERVCES = Differs from husbanding services and includes longer-term port and logisitics services required by a ship which is “home-based” at an identified port.

PORT TARIFF = Rates that are established and controlled by the HN/Port Authority. Use of port tariff services is mandatory and/or directed.

10. LINE ITEM DESCRIPTIONS

a. LINE ITEM XX01 - TRASH REMOVAL

1. Trash removal service is the collection and disposal of refuse (i.e., trash) including liquid, semi-liquid, or solid garbage. Refuse does not include explosives and incendiary waste, or waste contaminated by medical and radiological processes.

2. The PS Contractor shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse. The PS Contractor shall provide dedicated refuse bins to the ship. The PS Contractor shall collect all loose refuse placed adjacent to refuse bins. The PS Contractor shall immediately clean up any spilled refuse. The PS Contractor shall properly dispose of all collected refuse.

3. The PS Contractor shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulation, or barges alongside the ship. The PS Contractor shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.

4. The PS Contractor shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The PS Contractor is also responsible to follow any environmental regulations required by each country. The PS Contractor is required to keep all disposal certificates and shall make them available to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore upon request.

5. Any spillage of refuse in the course of the removal operations shall be cleaned up immediately by the PS Contractor. Refuse containers, when used and when emptied, shall be returned to their original position with the lids (if any) replaced thereon.

6. The PS Contractor shall be paid based on the ACTUAL CUBIC METERS of trash removed. The PS Contractor shall be entitled to bill for 16 CM under sub lot line items XX01AA where the actual volume of trash removal is less than 16 CM (per order).

b. LINE ITEM XX02 – BROW SERVICES

BROW AND BROW STAND

The unit price under CLINs and SUBLINE ITEMS XX02AA, XX02AB and XX02AC for mob/demob/installation for commercial brow and brow stand shall include all costs associated with providing rental, transportation, mobilization/installation and demobilization/removal, and any other incidental costs for arranging the requested services.

The PS Contractor shall be entitled to bill for 4 hours of usage under this line item when actual usage is less than 4 hours (per order). Billing for brows shall be calculated up until the scheduled time of departure.

The Government may also furnish the required size brows for use by the LCS vessel during inport days at Changi Naval Base. The property may not be used for commercial clients and use is restricted to the LCS vessel that may request service under this contract.

The unit price under CLINs and SUBLINE ITEMS XX02AD, XX02AE and XX02AF for mob/demob/installation for GFE brow and brow stand shall include all costs associated with providing transportation, mobilization/installation and demobilization/removal, and any other incidental costs for arranging the requested services.

MOBILE CRANE SERVICES

The PS Contractor shall provide mobile crane services (shore crane) with operator(s). The PS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The PS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each mobile crane ordered.

Crane services under this Line Item are for land cranes only. Crane services for 100 to 150 tons shall have a minimum reach of 75 feet.

FORKLIFT SERVICES

The PS Contractor shall provide forklift services with operator(s). The PS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. Upon the Supply Officer's request, the PS Contractor shall provide information concerning forklift/lifting capacity. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The PS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered.

c. LINE ITEM XX03 – SHIP MOVEMENT SERVICES

1. The PS Contractor shall arrange pilots, tugs, and line handlers as ordered. The PS Contractor shall coordinate with port authorities, as necessary, to ensure that the services are available at the times requested. It should be noted that the port authority or other authorized sources provide these services, and are, therefore, to be priced in accordance with current tariff rates.

2. The PS Contractor shall provide tugs to bring ships to and from berthing locations. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

d. LINE ITEM XX04 - GENERAL CHARTER & HIRE ITEMS

YOKOHAMA OR COMPARABLE TYPE FENDERS

1. The PS Contractor shall furnish Yokohama or comparable type fenders for the class of ship in accordance with the Schedule of Supplies and Services. Fender size is not specified as this is a performance based service. Fenders provided shall be appropriate and safe for the class of ship and pier configuration combination. The fenders quoted shall be safe and useable for the intended class of ship at the specified location. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee PER Yokohama or comparable type fender, and another SUBLINE ITEM for all costs associated with installation, and removal of one fender, as well as round trip costs associated with transport of the fender from another port, if required.

2. Rental is on a daily (24-hour) basis, per fender. Installation, removal, and transportation are charged as a "lot" per fender. The PS Contractor shall be responsible for securing the fenders to the pier.

3. The PS Contractor shall provide fenders with a minimum of two (2) mooring lines.

OILY WASTE REMOVAL

1. Oily Waste is defined as any liquid petroleum product mixed with wastewater and/or oil in any amounts, which, if discharged overboard, would cause or show sheen on the water. The PS Contractor shall dispose of any combination of oily waste and grey water as oily waste.

2. Oily Waste is measured by Cubic Meter (1CM = 264.2 Gallons). The PS Contractor shall submit, as an attachment to the invoices for disposal services, a document verifying the quantity collected and the name of the disposal plant where the oily waste have been or will be disposed. The PS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from the ship.

3. The PS Contractor shall comply with the environmental requirements of each country where oily waste is disposed and shall be liable for any costs incurred as a result of the PS Contractor's failure to comply with such requirements. The PS Contractor shall keep all disposal certificates and shall make them available to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore upon request. If the ship concurs with the volume, the ship will pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped. The PS Contractor will submit a request to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore for the difference, accompanied by disposal certificates. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore will investigate and resolve the issue, and will arrange for the ship to pay any amounts determined to be due.

4. Oily Waste Removal involves the collection of Oil and Aggregate Water generated by the ships. The requiring vessel will pump this waste into PS Contractor-provided tanks or barges. The PS Contractor shall provide all equipment and facilities required to remove oily waste, including hoses and connections compatible with the ship being serviced. The PS Contractor shall provide hoses of sufficient length from equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

5. In all cases when a ship orders oily waste disposal services, the PS Contractor shall invoice and will be paid the contract schedule's minimum daily quantity of 5 CM for providing the disposal services, even if the oily waste quantity pumped and disposed that day is less than the 5 CM minimum quantity. Payments over the minimum daily quantity of 5 CM shall be for the amount of oily waste cubic meters removed at the appropriate per CM rate in the schedule. The PS Contractor shall not invoice any charge (either the daily minimum or the additional per CM rate) for ships that do not order disposal services.

6. In the event the PS Contractor subcontracts oily waste disposal, the PS Contractor shall be liable for any costs incurred as a result of the disposal operator's failure to comply with local requirements.

7. The PS Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed. The Government reserves the right to independently verify the volume of discharge using certified flow measuring devices.

8. When removal is done via barge, the PS Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship. The PS Contractor shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the PS Contractor at no additional charge.

STEVEDORE SERVICES

The PS Contractor shall provide stevedores for general labor. Billing shall be at the hourly rate for worker.

e. LINE ITEM XX05 - COLLECTION, HOLDING, AND TRANSFER (CHT)

1. The PS Contractor is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships throughout the area covered by this contract. The PS Contractor shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The PS Contractor shall be responsible for the supervision of the collection, transportation and disposal services to avoid any overflow of waste at the pier. Services shall commence upon ship's arrival at pierside

2. The PS Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3. The PS Contractor shall remove sewage from the ship in PS Contractor-provided equipment. The Ships holding tank will be emptied prior to reaching 90% of onboard holding capacity. Full capacity of LCS is 2300 gallons or 8.8 cubic meters. Additionally, if a holding tank is used it will be emptied prior to reaching 90% full capacity.

4. The PS Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT. The Government reserves the right to use its own metering device to verify measurement of sewage discharge. The PS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from the ship.

5. The PS Contractor shall provide CHT hoses of sufficient length from PS Contractor equipment to the ship with 4" quick disconnect camlock fittings.

    a. The PS Contractor shall properly dispose of all sewage when the visiting ship is at pierside.

6. The CHT service shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the contractor shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT.

7. The PS Contractor will be guaranteed a minimum daily quantity of 25 cubic meters for providing these services even if the actual cubic meters of CHT removed is lower than 25 cubic meters. Note: 264.2 gallons = 1 CM (cubic meter).

8. The PS Contractor shall submit, as an attachment to the invoices, a document (certified by the ship's personnel) that indicates the quantity collected and the name of the disposal plant where the CHT will be disposed. The Government reserves the right to independently verify the actual volume of CHT discharged using ship's tank level indicators.

9. The PS Contractor shall request the ship's personnel to verify all removal quantities at time of CHT collection. The PS Contractor shall follow any environmental regulations required by each country. If the ship concurs with the volume, the ship will pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped or 25 cubic meters per day, whichever is greater. The PS Contractor shall submit a request to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore for the difference, accompanied by disposal certificates. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore will investigate and arrange for payment of any additional amounts that are determined to be due.

10. The ship's personnel shall verify all removal quantities at time of CHT collection and the ship duty engineer shall certify the accuracy of the PS Contractor's report in writing. The PS Contractor is also responsible to keep all disposal certificates and shall make them available to Contracting Officer upon request.

f. LINE ITEM XX06 - FRESH POTABLE WATER

Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

a. Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See below:

1. Contaminant levels for inorganic chemicals (effective 1 January 1993)

CONTAMINANT	*MCLG (mg/L)* [1]	*MCL (mg/L)*	*AL (mg/L* [2]*)*
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0		.015 [4]
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
TOTAL NITRATE AND NITRITE (AS N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE :	4	4	

(1). Maximum contaminant level goal (MCLG). The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are nonenforceable health goals.

(2) Action level (AL). Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90th percentile" level is greater than 0.015 mg/L).

2. Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 - DICHLOROETHANE	0	0.005
1,1 - DICHLOROETHYLENE	0.007	0.007
PARA - DICHLOROBENZENE	0.075	0.075
1,1,1 - TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.6
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 - DICHLOROPROPANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES (TOTAL)	10	10

3. Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) effective 01 January 1993))

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3- CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S (AS DECACHLORBIPHENYL)	0	0.0005
ALDICARB	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10[(1)]

[(1)]. The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

4. Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites that are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Reference (d) contains sampling requirements for the Navy public water system.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Autoanalysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the multiple-Tube Fermentation (MTF) Technique, and the membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use is included in reference (1).

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, except where the State waives this requirement on a case-by-case basis.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the State may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before, unless the MCL has been violated and the system has notified the State (in which case the State may reduce or eliminate the requirement to take the remaining samples).

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms. Or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements that apply when a sample is fecal coliform-positive.

5. Turbidity The MCL for turbidity applies to both community water systems and noncommunity water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at State option).

b. Five turbidity units (maximum) average for 2 consecutive days.

c. These requirements apply to filtered systems until 29 JUNE 1993. The requirements apply to unfiltered systems that the State has determined, in writing, must install filtration until 29 June 1993 or until filtration is installed whichever is later. After the above dates, consult the latest edition of 40 CFR 141.

6. The MCL for Radiological Contaminants are:

Gross alpha particle activity including radium 226 but excluding
radon and uranium . . . . . .15 pCi/L
Combined radium-226 and radium 228 . . .. .5 pCi/L
Tritium . . . . .20,000 pCi/L
Strontium-90. . . . . 8 pCi/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

7. Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

b. Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

a. These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at these websites: http://www.epa.gov/OGWDW and http://www.tdh.state.tx.us/bfds. The PS Contractor shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

b. The PS Contractor shall provide for the delivery of fresh potable water to the ships as ordered. The PS Contractor shall be paid for the amount of water ordered by the vessel. The tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, CERTIFIED METERING DEVICES.

c. Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraphs (2)(a) and (2)(b) above. If the water source does not meet the requirements of potable water, the PS Contractor shall be required to provide water from an alternate approved source at no increase in the contract price.

d. Potable water pierside shall be delivered by pipeline if available. If pipeline is not available, potable water pierside shall be delivered by truck.

c. The PS Contractor shall be paid based on the ACTUAL METRIC TONS of potable water received on the ship. The PS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities provided to the ship.

g. LINE ITEM XX07 – SHIP'S UTILITY SERVICES

MOB/DEMOB/INSTALLATION OF SHORE POWER CABLES, CONNECTIONS, AND OPERATORS) 450-480V, 60 HZ, 1600 AMPS

The Government shall furnish shore power cables for use by the LCS vessel during inport days at Changi Naval Base. The property may not be used for commercial clients and use is restricted to the LCS vessel that may request service under this contract.

The unit price under SUBLINE ITEM XX07AA for mob/demob/installation for shore power cables shall include all costs associated with providing transportation, mobilization/installation and demobilization/removal, and any other incidental costs for arranging the requested services. The PS contractor shall also include all materials, equipment, personnel, supervision, and management to accomplish the statement of work. The contractor shall pick-up the shore power cables from a storage area within Changi Naval Base, deliver to a berth in Changi Naval Base assigned to LCS, test and return to storage. The PS contractor shall provide a qualified technician or electrician who will supervise actual cable pulling, laying and terminations at CNB. (Ship berthing and unberthing) and provide written results of any apparent insulation damage, results from the continuity test, results from pull test and safe to use endorsement to Ship's Duty Engineer and NRCS Port Operations Director. PS Contractor shall provide stand-by or essential call-out service in case of emergencies or shore power cable failures.

Technical Specifications:

1600 AMPS
04 Each Cables Required
450 Volts AC
60 HZ
3 Phase
2500KW

Government Furnished Equipment: 04 cables each, of 400 AMP, connected to 4 joy connection.

h. LINE ITEM XX08 – LAND TRANSPORTATION (PERSONNEL) SERVICES

1. GENERAL REQUIREMENTS :

a. All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. It is acceptable for bus drivers not to speak English so long as the contractor provides an English-speaking rider on the bus, see parargraph 2h below. All vehicles shall be registered, licensed and insured (including adequate passenger liability insurance). The PS Contractor is responsible for delivering all cargo and personnel to the correct location on schedule.

b. The PS Contractor shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government shall have the right to reject the vehicle for performance of services. The PS Contractor shall ensure that each vehicle is jointly inspected before and after a trip by the PS Contractor and an authorized

representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

c. If a vehicle is not operable when required under this contract, the PS Contractor shall provide, at no additional expense to the U.S. Government, a replacement vehicle within three (3) hours that complies in all respects with this contract.

d. All vehicles shall include drivers.

2. BUS SERVICE

a. The PS Contractor shall provide air-conditioned bus services on an hourly rate basis and bill under LINE ITEM XX08AA. The hourly rate shall include one driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

b. The PS Contractor shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition when presented for service and shall be free of debris. The bus shall be sufficiently clean so as not to soil passengers, their clothing or possessions with dirt, grease, oil, or other matter.

c. In the event of a bus breakdown, the PS Contractor shall provide within two hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

d. Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's quarter deck.

e. The PS Contractor shall be responsible for ensuring that the PS Contractor and an authorized representative of the U.S. Government jointly inspect before and after a trip each bus. The U.S. Government will not consider any claim for damage to a bus, which has not been inspected.

f. The minimum bus capacity shall be 40 passengers.

g. A minimum daily price of four (4) continuous hours shall apply for each bus ordered less any time associated with bus breakdown or getting lost.

h. Drivers must be familiar with the area, have an appropriate driver license, and speak English. In the event the driver is unable to speak English, the contractor shall furnish an English speaking rider on the bus.

3. VEHICLE RENTAL SERVICE

a. Vehicle Specifications, Maintenance, and Malfunctions

i. (i) The PS Contractor shall furnish "new" air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations. The PS Contractor shall provide air-conditioned vehicle rental services on a daily rate basis and bill under LINE ITEM XX08AB and XX08AC. The daily rate shall include one driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

Sedans or SUVs shall have a minimum capacity of four (4) passengers and 1600cc engine.

In the event a “new” vehicle is not available in certain countries, the contractor shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. Vehicles shall be priced on a daily rate.

(ii) The PS Contractor shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and be responsible for all emergency repairs and services.

(iii) Should any vehicle break down while in the U.S. Government’s possession, the PS Contractor shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than three (3) hours later. The replacement shall take place either at the point of breakdown or at the PS Contractor's office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the PS Contractor's expense. The U.S. Government shall be credited an hourly rate, pro-rated on the daily rate, for the rental cost between breakdown and vehicle replacement.

b. Substitution of Vehicles

(i) If the PS Contractor does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the PS Contractor shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group B car is ordered but unavailable, and if no other Group B vehicle is available, the PS Contractor shall furnish a higher group vehicle at the price listed for the Group B vehicle originally ordered.
(ii) In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

c. General Description of Vehicle Types

(i) The vehicles shall meet the general description set out below:

Medium-size Sedan (Group “B”): 2 - 4 doors; 4 - 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

15-Passenger Buses with Driver (Group “Z”): Concerning the rental of a vehicle with the driver described above at paragraph (a) shall apply to this paragraph also.

d. Insurance and Liability.

(i) The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below.

(ii) The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

(iii) The PS Contractor and any Subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the PS Contractor, its subcontractors, its agents, or employees.

(iv) The PS Contractor shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury,

collision, and property damage liability. The PS Contractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

(v) Paragraph (iv) shall not be construed as limiting the PS Contractor's liability to the amounts of the required minimum insurance coverage specified therein.

e. Traffic Violations and Fines. The U.S. Navy is not liable for payment of fines and legal costs incurred by the PS Contractor drivers as a consequence of the violations of traffic laws or regulations.

f. Time Periods of Rental. Rental time shall begin once the vehicle and driver are available for use alongside the Ordering Activity. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than 8 hours straight. Drivers must not have been driving within the previous 8 hours.

i. LINE ITEM XX09 - TELEPHONE SERVICES AND COMMUNICATION EQUIPMENT

1. Landlines (SUBLINE ITEM XX09AA): Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Installation charges shall be inclusive of all costs for installation and removal of landlines. Usage charges and port tariff fees associated with landline connections (SUBLINE ITEM XX09AB) will be the actual charges computed in accordance with the local or national tariff.

2. Cellular Telephone Services (SUBLINE ITEM XX09AC): Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under SUBLINE ITEM XX09AD. The PS Contractor shall have readily available a minimum of 10 cellular telephones at a given time. Each mobile phone provided shall include an operating manual/instruction with published rates for usage. Airtime for mobile phones shall be included under SUBLINE ITEM XX09AD. Usage charges associated with mobile phones (SUBLINE ITEM XX09AD) will be the actual charges computed in accordance with the local or national tariff.

3. The PS Contractor shall provide pre-paid International Calling Cards for official use (SUBLINE ITEM XX09AE). Calling cards ordered under sub lot line item XX09AE shall be billed in the denomination of the card in SGD without additional markup or fee.

4. SIM cards with prepaid airtime shall be provided where the ship or operating unit has mobile phones and desires only SIM cards for use in the specific port area. SIM cards provided under SUBLINE ITEM XX09AF shall include activation of the SIM card. PS Contractors shall not be obligated to provide quantities of sub lot line item XX09AF in excess of quantities permitted by host nation law or regulation.

j. LINE ITEM XX10 - FORCE PROTECTION PERSONNEL

1. Heightened Vigilance: The PS Contractor shall be alert at all times in order to contribute to the protection of the ship and its crew. The PS Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The PS Contractor shall report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

2. The PS Contractor shall fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the PS Contractor shall identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the PS Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The PS Contractor shall arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

3. Contractor/Subcontractor Identification: The PS Contractor shall identify how contractor and subcontractor personnel will be recognizable to ship's personnel. This may be accomplished by a combination of picture ID, badges, uniforms, access lists, etc. The PS Contractor shall also identify how support vehicles/vessels will be marked so that they are readily identifiable to ATFP/ship's personnel.

ARMED SECURITY GUARDS

Armed security guards to control vehicle and personnel access to pier. (Price per guard per hour) Must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival.

DIVE AND VETTING

The PS Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, supporting watercraft and bunker barges. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities. The pier will be vetted prior to the ship's arrival. To the maximum extent practicable the PS Contractor shall inspect all watercraft at least 400 feet (125 meters) from the ship. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel. The PS Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in picket boats. (Per team per hour, minimum four (4) hours)

k. LINE ITEM XX11 – FORCE PROTECTION SUPPLIES

PORTABLE FLUORESCENT LIGHTING

Portable fluorescent lighting capable of illuminating 300 meters by 100-meter area. (Price per portable unit per day) The PS Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port's installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

HANDHELD METAL DETECTOR

Hand held metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

l. LINE ITEM XX12 – PORT HANDLING COSTS

PAINT FLOAT

The paint float shall be no less than 5M in length but, in all cases, large enough to provide a safe and stable working platform for the occupants. Scaffolding may be of any height less than 3.5M from the deck, so as to provide a working platform at least 4M from the waterline. The paint float shall be equipped with suitable self-fendering to prevent damage to the ship. The price of these fenders shall be included in the quoted price of the paint float. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the PS Contractor at no additional charge. Rails shall be no less than 1M from the working platform. The working platform shall be equipped with anchor points for harnessing. The Ordering Activity shall be responsible for providing safety harnesses, for obtaining permission from local authorities prior to all work on the paint float, and for cleanup/disposal of all hazardous material generated or released outside the paint float. The PS Contractor shall notify the Ordering Activity of local regulatory requirements concerning paint floats, assist the Ordering Activity in submitting requests and passing required documentation to the local authority where permission is required to work on the paint float, and arrange for required cleaning of the paint float upon return. The ordering activity is responsible for securing the paint float from the time custody has been transferred to them until returned to the PS Contractor or the ship departs, whichever is earlier.

MANLIFT (WITHOUT OPERATOR)

The PS Contractor shall provide a manlift (without operator) and a full fuel tank. The PS Contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning. The PS Contractor shall conduct training on safety and operating procedures for ship personnel. The PS Contractor shall maintain documentation of ship personnel acknowledgement of the training.

PORTABLE LATRINE

The PS Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

The PS Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

The PS Contractor shall restock toilet paper, hand soap, and paper towels daily.

The PS Contractor shall clean latrines twice daily.

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2012
52.222-50	Combating Trafficking in Persons	FEB 2009
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.245-1	Government Property	APR 2012
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.201-7000	Contracting Officer's Representative	DEC 1991
252.233-7001	Choice of Law (Overseas)	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

_X__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

_____ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

____ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

____ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (11) [Reserved]

____ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

____ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

____ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Oct 2001) of 52.219-9.

____ (iii) Alternate II (Oct 2001) of 52.219-9.

____ (iv) Alternate III (Jul 2010) of 52.219-9.

____ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

____ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

____ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

____ (ii) Alternate I (June 2003) of 52.219-23.

____ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

____ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

____ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

____ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

____ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

____ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).

____ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

____ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

____ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

____ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

____ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

____ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

____ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

____ (ii) Alternate I (Dec 2007) of 52.223-16.

____ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

_____(40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (MAY 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

____ (ii) Alternate I (Mar 2012) of 52.225-3.

____ (iii) Alternate II (Mar 2012) of 52.225-3.

____ (iv) Alternate III (Mar 2012) of 52.225-3.

____ (41) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__X__ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

____ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

__X__ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

____ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

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

_____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

_____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

_____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

_____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

_____ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

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

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 March 2013 through 28 February 2014.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor a series of orders within 30 days for performance at a specific port that together exceed the dollar amounts equal to the price of 300% of the quantities identified in the pricing schedule.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 days following the effective period of this contract.

(End of clause)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2012)

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

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

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

(1) ____ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) ____ 252.203-7003, Agency Office of the Inspector General (APR 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

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

(4) ____ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (JUN 2012) (15 U.S.C. 637).

(5) ____ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) ____ 252.225-7001, Buy American and Balance of Payments Program (JUN 2012) (41 U.S.C. chapter 83, E.O. 10582).

(ii) ____ Alternate I (OCT 2011) of 252.225-7001.

(7) ____ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012) (10 U.S.C. 2533b).

(9) ____ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2012) (10 U.S.C. 2533a).

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

(11) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).

12) ____ 252.225-7017, Photovoltaic Devices (JUN 2012) (Section 846 of Pub. L. 111-383).

13)(i) ____ 252.225-7021, Trade Agreements (JUN 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) ____ Alternate I (OCT 2011) of 252.225-7021.

(iii) ____ Alternate II (OCT 2011) of 252.225-7021.

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

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

(16)(i) ____ 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (JUN 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).

(ii) ____ Alternate I (JUN 2012) of 252.225-7036.

(iii) ____ Alternate II (JUN 2012) of 252.225-7036.

(iv) ____ Alternate III (JUN 2012) of 252.225-7036.

(v) ____ Alternate IV (JUN 2012) of 252.225-7036.

(vi) ____Alternate V (JUN 2012) of 252.225-7036.

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

(18) ____ 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

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

(20) ____ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

(21) ____ 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).

(22) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)))(10 U.S.C. 2321).

(23) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(24) ____ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)

(25) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

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

(27) ____ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).

(28) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

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

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

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

(31) ____ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

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

(1) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

2) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

(3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).

(5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all—

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States

Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting officer.

(End of clause)

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUNE 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

(End of clause)

252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless—

(1) Approved in writing by the Contracting Officer;

(2) Made in accordance with the laws and regulations of the United States of America; and

(3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract of any plans, specifications, or other similar documents relating to work under this contract, if marked “Top Secret,” “Secret,” or “Confidential” be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall—

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

(End of clause)

INDEX OF ATTACHMENTS

1. Schedule of Supplies/Services and Prices

2. Government Furnished Equipment Listing

ATTACHMENT 1 – SCHEDULE OF SUPPLIES/SERVICES AND PRICES

See attached excel spreadsheet.

ATTACHMENT 2 – GOVERNMNET FURNISHED EQUIPMENT LISTING

See attached excel spreadsheet

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00004	04-Oct-2013	N4034513RCSG0038	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-13-D-0004
	X	10B. DATED (SEE ITEM 13) 28-Jan-2013
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
FAR 52.212-4 Contract Terms and Conditions - Commercial Items - (l) Termination

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyscnn0214261
This contract is terminated for the Government's Convenience effective 4 Oct 2013.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) DEPUTY DIRECTOR, CONTRACTING TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 04-Oct-2013

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84
000302

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00003	06-Jun-2013	N4034513RCSG0038	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-13-D-0004
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 28-Jan-2013

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

Modification Control Number: nysjll011314166

1. This modification is issued to increase quantities for CLIN 0102AD, 0102AF, 0102AG, 0102AI, 0104AE, 0105AA, 0107AB, 0108AC, 0109AA, 0109AB and 0109AF. See revised Attachment 1 Schedule of Supplies and Services.
2. As a result of this modification, the total contract amount is increased by S$282,066.00, from S$729,444.00 to S$1,011,510.00.
3. All other terms and conditions remain unchanged.

For the purpose of electronic distribution, the signed modification by GDMA on 6 June 2013 is hereby incorporated by reference.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)
		16C. DATE SIGNED 07-Jun-2013

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by SGD282,065.99998 from SGD729,444.00 (EST) to SGD1,011,509.99998 (EST).

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0002AA

The pricing detail quantity has increased by 282,066.00 from 674,959.00 to 957,025.00.

The total cost of this line item has increased by SGD282,065.99999 from SGD674,959.00 (EST) to SGD957,024.99999 (EST).

SUBCLIN 0003AA

The pricing detail quantity has increased by 282,066.00 from 674,959.00 to 957,025.00.

The total cost of this line item has increased by SGD282,065.99999 from SGD674,959.00 (EST) to SGD957,024.99999 (EST).

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for SUBCLIN 0002AA has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAR-2013 TO 28-FEB-2014	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAR-2013 TO 28-FEB-2014	N/A	N/A FOB: Destination	

The following Delivery Schedule item for SUBCLIN 0003AA has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAR-2014 TO 28-FEB-2015	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAR-2014 TO 28-FEB-2015	N/A	N/A FOB: Destination	

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	22-Mar-2013	N4034513RCSG0038	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-13-D-0004
	X	10B. DATED (SEE ITEM 13) 28-Jan-2013
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

Modification Control Number: nysjll01139197

1. This modification is issued to include separate CLINs reflecting Port Services and Force Protection Services lines of accounting.
2. The contract amount and all other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) SUPERVISORY CONTRACT SPECIALIS TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)	16C. DATE SIGNED 22-Mar-2013
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by SGD0.00 from SGD729,444.00 (EST) to SGD729,444.00 (EST).

SUPPLIES OR SERVICES AND PRICES

CLIN 0002
The CLIN type priced has been deleted.
The pricing detail quantity 729,444.00 has been deleted.
The unit price amount has decreased by SGD1.00 from SGD1.00 to SGD0.00.
The total cost of this line item has decreased by SGD729,444.00 from SGD729,444.00 (EST) to UNDEFINED.

CLIN 0003
The CLIN type priced has been deleted.
The pricing detail quantity 729,444.00 has been deleted.
The unit price amount has decreased by SGD1.00 from SGD1.00 to SGD0.00.
The total cost of this line item has decreased by SGD729,444.00 from SGD729,444.00 (EST) to UNDEFINED.

SUBCLIN 0002AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		674,959	Lot	SGD1.00	SGD674,959.00 EST

PORT SERVICES
FFP
SEE ATTACHMENT 1 FOR A COMPLETE LISTING OF ALL LLINS AND SUBLLINS FOR THIS CLIN.
PRICES ARE FOB DESTINATION AND SHALL BE IN SINGAPORE DOLLARS.
FOB: Destination

NET AMT SGD674,959.00 (EST.)

SUBCLIN 0002AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		54,485	Lot	SGD1.00	SGD54,485.00 EST

FORCE PROTECTION SEVICES
FFP
SEE ATTACHMENT 1 FOR A COMPLETE LISTING OF ALL LLINS AND SUBLLINS FOR THIS CLIN.
PRICES ARE FOB DESTINATION AND SHALL BE IN SINGAPORE DOLLARS.
FOB: Destination
MILSTRIP: N4034513RCSG0038

NET AMT SGD54,485.00 (EST.)

SUBCLIN 0003AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA		674,959	Lot	SGD1.00	SGD674,959.00 EST
OPTION					

PORT SERVICES
FFP
SEE ATTACHMENT 1 FOR A COMPLETE LISTING OF ALL LLINS AND SUBLLINS FOR THIS CLIN.
PRICES ARE FOB DESTINATION AND SHALL BE IN SINGAPORE DOLLARS.
FOB: Destination
MILSTRIP: N4034513RCSG0038

NET AMT SGD674,959.00 (EST.)

SUBCLIN 0003AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB		54,485	Lot	SGD1.00	SGD54,485.00 EST
OPTION					

FORCE PROTECTION SERVICES
FFP
SEE ATTACHMENT 1 FOR A COMPLETE LISTING OF ALL LLINS AND SUBLLINS FOR THIS CLIN.
PRICES ARE FOB DESTINATION AND SHALL BE IN SINGAPORE DOLLARS.
FOB: Destination
MILSTRIP: N4034513RCSG0038

NET AMT SGD54,485.00 (EST.)

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to SUBCLIN 0002AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAR-2013 TO 28-FEB-2014	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 0002AB:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAR-2013 TO 28-FEB-2014	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 0003AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAR-2014 TO 28-FEB-2015	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 0003AB:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAR-2014 TO 28-FEB-2015	N/A	N/A FOB: Destination	

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 0002AA:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0002AB:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0003AA:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0003AB:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	30-Jan-2013	N4034513RCSG0038	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-13-D-0004
	X	10B. DATED (SEE ITEM 13) 28-Jan-2013
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.212-4(c) Changes

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nysjll01136319

1. This modification is issued to include FAR 52.217-8 and FAR 52.217-9 which were inadvertently excluded in the contract.
2. All other terms and conditions remain unchanged.

For the purpose of electronic distribution, the signed copy by GDMA on 30 Jan 2013 is hereby incorporated by reference.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA
_____ (Signature of person authorized to sign)		BY (b)(6), (b)(7)(C) (Signature of Contracting Officer)
		16C. DATE SIGNED 31-Jan-2013

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The vendor signature required not required has been added.
The number of award copies required 1 has been deleted.

The following have been added by full text:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration of the contract, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 months.
(End of clause)

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER	PAGE 1 OF 50
N5534112RC2309800	

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-13-D-0001	28-Nov-2012		N40345-12-R-0154	13-Sep-2012

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No Collect Calls)*	8. OFFER DUE DATE/LOCAL TIME
	LIM AI LI	(65) 67502512	10:00 AM 29 Oct 2012

9. ISSUED BY CODE N40345

NAVSUP FLC SINGAPORE OFFICE
CONTRACTING DEPARTMENT (CODE 250)
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: NAICS:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/ OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE. LTD.
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163 FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE N61077

U.S. NAVY REGION CENTER SINGAPORE
DISBURSING OFFICER
PSA SEMBAWANG TERMINAL, BUILDING 7-4,
DEPTFORD ROAD
SINGAPORE 759657

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

SGD86,365.00 EST

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE Mr. Alex Jose
- [X] OFFER DATED 29-Oct-2012 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

(b)(6), (b)(7)(C)

31c. DATE SIGNED

27-Nov-2012

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) Procurement Analyst

TEL: (b)(6), (b)(7)(C)

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1			NSP

Minimum Guarantee for rental of vehicles
FFP
This line item does not order goods or services. It may be issued on task order / delivery order number 00MG for the sole purpose of recording the obligation of funds associated with the minimum quantity under this basic contract.
FOB: Destination
MILSTRIP: N553412RC2309800
PURCHASE REQUEST NUMBER: N5534112RC2309800

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					SGD0.00

Rental of Sedan and Passenger Van
FFP
Rental of Sedan (min 1600cc), Executive Sedan (min. 2000cc) and Passenger Van (Min. 9 passenger) with driver. Rental of vehicle is either by Hour or by Transfer.
FOB: Destination

NET AMT SGD0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		520	Hours	SGD37.50	SGD19,500.00 EST
	Rental of mid size sedan FFP Rental charge by per hour. FOB: Destination				
				NET AMT	SGD19,500.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		2	Job	SGD75.00	SGD150.00 EST
	Rental of mid size sedan FFP Rental charge by per transfer. FOB: Destination				
				NET AMT	SGD150.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC		100	Hours	SGD42.50	SGD4,250.00 EST
	Rental of executive sedan FFP Rental charge by per hour. FOB: Destination				
				NET AMT	SGD4,250.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD		2	Job	SGD100.00	SGD200.00 EST
	Rental of executive sedan FFP Rental charge by per transfer. FOB: Destination				
				NET AMT	SGD200.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE		1,550	Hours	SGD28.00	SGD43,400.00 EST
	Rental of passenger van FFP Rental charge by per hour. FOB: Destination				
				NET AMT	SGD43,400.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF		8	Job	SGD65.00	SGD520.00 EST
	Rental of passenger van FFP Rental charge by per transfer. FOB: Destination				
				NET AMT	SGD520.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG		5	Job		NSP
	Cancellation Charge FFP FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003					SGD0.00
	Bus Service FFP Rental of Mini Bus (min. 19 pax) and Bus (min. 40 pax) with driver. Rental of vehicle is either by Hour or by Transfer. FOB: Destination				
				NET AMT	SGD0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA		40	Hours	SGD45.00	SGD1,800.00 EST
	Rental of mini bus FFP Rental charge by per hour. FOB: Destination				
				NET AMT	SGD1,800.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB		4	Job	SGD85.00	SGD340.00 EST
	Rental of mini bus FFP Rental charge by per transfer. FOB: Destination				
				NET AMT	SGD340.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC		25	Hours	SGD45.00	SGD1,125.00 EST
	Rental of bus FFP Rental charge by per hour. FOB: Destination				
				NET AMT	SGD1,125.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD		4	Job	SGD120.00	SGD480.00 EST
	Rental of bus FFP Rental charge by per transfer. FOB: Destination				
				NET AMT	SGD480.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE	Cancellation Charge FFP FOB: Destination	5	Job		NSP
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Truck Service FFP Rental of truck with driver. FOB: Destination				SGD0.00
				NET AMT	SGD0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	Rental of light duty truck FFP FOB: Destination	50	Hours	SGD35.00	SGD1,750.00 EST
				NET AMT	SGD1,750.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB		120	Hours	SGD75.00	SGD9,000.00 EST
	Rental of 40ft flat bed truck FFP FOB: Destination				
				NET AMT	SGD9,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC		1	Job	SGD3,850.00	SGD3,850.00 EST
	Rental of 40ft lockable truck FFP Rental of lockable truck for transporting cargo from Singapore to Port Klang, Malaysia. FOB: Destination				
				NET AMT	SGD3,850.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD		3	Job		NSP
	Cancellation Charge FFP FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002					SGD0.00
OPTION	Rental of Sedan and Passenger Van FFP Option Year I, 28 Nov 2013 - 27 Nov 2014 Rental of Sedan (min 1600cc), Executive Sedan (min. 2000cc) and Passenger Van (Min. 9 passenger) with driver. Rental of vehicle is either by Hour or by Transfer. FOB: Destination				
				NET AMT	SGD0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AA		570	Hours	SGD37.50	SGD21,375.00 EST
OPTION	Rental of mid size sedan FFP Rental charge by per hour. FOB: Destination				
				NET AMT	SGD21,375.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AB		2	Job	SGD75.00	SGD150.00 EST
OPTION	Rental of mid size sedan FFP Rental charge by per transfer. FOB: Destination				
				NET AMT	SGD150.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AC OPTION	Rental of executive sedan FFP Rental charge by per hour. FOB: Destination	110	Hours	SGD42.50	SGD4,675.00 EST

NET AMT SGD4,675.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AD OPTION	Rental of executive sedan FFP Rental charge by per transfer. FOB: Destination	2	Job	SGD100.00	SGD200.00 EST

NET AMT SGD200.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AE OPTION	Rental of passenger van FFP Rental charge by per hour. FOB: Destination	1,700	Hours	SGD28.00	SGD47,600.00 EST

NET AMT SGD47,600.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AF OPTION	Rental of passenger van FFP Rental charge by per transfer. FOB: Destination	9	Job	SGD65.00	SGD585.00 EST

NET AMT SGD585.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AG OPTION	Cancellation Charge FFP FOB: Destination	5	Job		NSP

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003					SGD0.00
OPTION	Bus Service FFP Option Period I, 28 Nov 2013 - 27 Nov 2014 Rental of Mini Bus (min. 19 pax) and Bus (min. 40 pax) with driver. Rental of vehicle is either by Hour or by Transfer. FOB: Destination				
				NET AMT	SGD0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AA		44	Hours	SGD45.00	SGD1,980.00 EST
OPTION	Rental of mini bus FFP Rental charge by per hour. FOB: Destination				
				NET AMT	SGD1,980.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AB		5	Job	SGD85.00	SGD425.00 EST
OPTION	Rental of mini bus FFP Rental charge by per transfer. FOB: Destination				
				NET AMT	SGD425.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AC OPTION	Rental of bus FFP Rental charge by per hour. FOB: Destination	28	Hours	SGD45.00	SGD1,260.00 EST
				NET AMT	SGD1,260.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AD OPTION	Rental of bus FFP Rental charge by per transfer. FOB: Destination	5	Job	SGD120.00	SGD600.00 EST
				NET AMT	SGD600.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AE OPTION	Cancellation Charge FFP FOB: Destination	5	Job		NSP
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004					SGD0.00
OPTION	Truck Service FFP Option Period I, 28 Nov 2013 - 27 Nov 2014 Rental of truck with driver. FOB: Destination				
				NET AMT	SGD0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004AA		50	Hours	SGD35.00	SGD1,750.00 EST
OPTION	Rental of light duty truck FFP FOB: Destination				
				NET AMT	SGD1,750.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004AB		132	Hours	SGD75.00	SGD9,900.00 EST
OPTION	Rental of 40ft flat bed truck FFP FOB: Destination				
				NET AMT	SGD9,900.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004AC		1	Job	SGD3,850.00	SGD3,850.00 EST
OPTION	Rental of 40ft lockable truck FFP Rental of lockable truck for transporting cargo from Singapore to Port Klang, Malaysia. FOB: Destination				
				NET AMT	SGD3,850.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004AD		3	Job		NSP
OPTION	Cancellation Charge FFP FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002					SGD0.00
OPTION	Rental of Sedan and Passenger Van FFP Option Period II, 28 Nov 2014 - 27 Nov 2015 Rental of Sedan (min 1600cc), Executive Sedan (min. 2000cc) and Passenger Van (Min. 9 passenger) with driver. Rental of vehicle is either by Hour or by Transfer. FOB: Destination				
				NET AMT	SGD0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AA OPTION	Rental of mid size sedan FFP Rental charge by per hour. FOB: Destination	600	Hours	SGD37.50	SGD22,500.00 EST

NET AMT SGD22,500.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AB OPTION	Rental of mid size sedan FFP Rental charge by per transfer. FOB: Destination	2	Job	SGD75.00	SGD150.00 EST

NET AMT SGD150.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AC OPTION	Rental of executive sedan FFP Rental charge by per hour. FOB: Destination	115	Hours	SGD42.50	SGD4,887.50 EST

NET AMT SGD4,887.50 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AD OPTION	Rental of executive sedan FFP Rental charge by per transfer. FOB: Destination	3	Job	SGD100.00	SGD300.00 EST

NET AMT SGD300.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AE OPTION	Rental of passenger van FFP Rental charge by per hour. FOB: Destination	1,780	Hours	SGD28.00	SGD49,840.00 EST

NET AMT SGD49,840.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AF OPTION	Rental of passenger van FFP Rental charge by per transfer. FOB: Destination	9	Job	SGD65.00	SGD585.00 EST

NET AMT SGD585.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AG		5	Job		NSP
OPTION	Cancellation Charge FFP FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003					SGD0.00
OPTION	Bus Service FFP Option Period II, 28 Nov 2014 - 27 Nov 2015 Rental of Mini Bus (min. 19 pax) and Bus (min. 40 pax) with driver. Rental of vehicle is either by Hour or by Transfer. FOB: Destination				
				NET AMT	SGD0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AA OPTION	Rental of mini bus FFP Rental charge by per hour. FOB: Destination	46	Hours	SGD45.00	SGD2,070.00 EST
				NET AMT	SGD2,070.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AB OPTION	Rental of mini bus FFP Rental charge by per transfer. FOB: Destination	5	Job	SGD85.00	SGD425.00 EST
				NET AMT	SGD425.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AC OPTION	Rental of bus FFP Rental charge by per hour. FOB: Destination	30	Hours	SGD45.00	SGD1,350.00 EST
				NET AMT	SGD1,350.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AD		5	Job	SGD120.00	SGD600.00 EST
OPTION	Rental of bus FFP Rental charge by per transfer. FOB: Destination				
				NET AMT	SGD600.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AE		5	Job		NSP
OPTION	Cancellation Charge FFP FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004					SGD0.00
OPTION	Truck Service FFP Option Period II, 28 Nov 2014 - 27 Nov 2015 Rental of truck with driver. FOB: Destination				
				NET AMT	SGD0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004AA		58	Hours	SGD35.00	SGD2,030.00 EST
OPTION	Rental of light duty truck FFP FOB: Destination				
				NET AMT	SGD2,030.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004AB		138	Hours	SGD75.00	SGD10,350.00 EST
OPTION	Rental of 40ft flat bed truck FFP FOB: Destination				
				NET AMT	SGD10,350.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004AC		1	Job	SGD3,850.00	SGD3,850.00 EST
OPTION	Rental of 40ft lockable truck FFP Rental of lockable truck for transporting cargo from Singapore to Port Klang, Malaysia. FOB: Destination				
				NET AMT	SGD3,850.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004AD OPTION	Cancellation Charge FFP FOB: Destination	3	Job		NSP

NET AMT

PERFORMANCE STATEMENT OF WORK

PERFORMANCE STATEMENT OF WORK (PSOW) FOR LAND TRANSPORTATION IN SINGAPORE

1. OBJECTIVE. The objective of this requirement is to obtain contractor support services to provide vehicle with driver transportation services for U.S. Department of Defense, Department of Navy, other commands supported by NAVSUP Feet Logistics Center (FLC) Site Singapore. The U.S. Naval ships, Beach Detachments, and Operations Other Than War (OOTW) requirements are not covered under this contract.

2. BACKGROUND. Customers of FLC Site Singapore require land based transportation for sedans, vans, buses and trucks with drivers. The purpose of this Performance Statement of Work (PSOW) is primarily for providing land transportation services for personnel and / or cargo. The services provided under this PSOW are limited to requirements for Official Business Use Only.

3. SCOPE. The scope of this requirement is limited to performing and accomplishing the tasks as identified in the Performance Statement of Work (PSOW).

4. PERIOD OF PERFORMANCE. This requirement is for one (1) base year. The period of performance for the base year is twelve (12) months effective from the date of contract award. The contract will have two (2) option years available under FAR 52.217.9 OPTION TO EXTEND THE TERM OF THE CONTRACT. Additionally, the contract will include FAR 52.217-8 OPTION TO EXTEND SERVICES clause. Thus, the possible contract duration is forty-two (42) months if all available options are exercised under FAR 52.217-9 for the maximum duration, and the six (6) months extension of services is exercised under FAR 52.217-8.

5. PLACE OF PERFORMANCE. Pick up and delivery locations are limited to in and around Singapore and Malaysia (Limited to Port Klang). The land transportation service for the sedan, van and bus is limited to locations in and around Singapore. The truck service is limited to locations in and around Singapore and Port Klang, Malaysia.

6. DEFINITION / ABBREVIATION

CC	Cubic Centimetres
KO	Contracting Officer. Authorized Government representative who has the authority to enter into, administer, or terminate contracts. *(The term Procuring Contracting Officer (PCO) is used synonymously as the Contracting Officer.)*
COR	Contracting Officer's Representative. Authorized representative of the Contracting Officer and U.S. Government, responsible for the technical oversight of the

	contractor's performance.
DO / TO	Delivery Order / Task Order. An order issued by the Contracting Officer or designated Ordering Officer, for supplies (delivery order) or services (task order) under a contract. A delivery/task order automatically incorporates all terms and conditions in the basic contract.
EA	Each
G.V.W	Gross Vehicle Weight
HR	Hour
JB	Job
MT	Metric Ton
OO	Ordering Officer. Authorized representative of the Contracting Officer and U.S. Government who can place written and oral delivery/task orders against this contract.
PAX	Passenger

7. PERFORMANCE STATEMENT OF WORK (PSOW). The contractor shall provide all labour, materials, equipment, supervision and management to accomplish the PSOW and the subsequent tasks. Contractor is responsible for providing all shipping, handling and transportation of people, equipment, materials to the places of performance as specified in the delivery/task order issued against this contract. The tasks in support of this PSOW are as follows:

(a) GENERAL REQUIREMENTS

i) All vehicles rental shall include drivers. All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured (including adequate passenger liability insurance). The contractor is responsible for arriving at pick-up and/or delivery locations including delivering all cargo and/or personnel to the correct location within the timeframes provided or required by the Government as specified in the delivery/task order.

ii) The contractor shall provide vehicles that have been properly maintained and serviced. The contractor shall ensure that all vehicles are air-conditioned, in sound mechanical condition and meets all safety standards required by local laws and regulations. All vehicles shall be in a clean condition when presented for service and shall be free of debris. Vehicles shall be sufficiently clean so as not to soil passengers, their clothing or possessions with dirt, grease, oil, or other matter. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government shall have the right to reject the vehicle for performance of services and the contractor shall replace the rejected vehicle within two (2) hours that complies in all respects with this contract.

iii) If a vehicle is not operable when required under this contract or becomes inoperable during performance, the contractor shall provide, at no additional expense to the U.S. Government, a replacement vehicle within two (2) hours that complies in all respects with this contract. The replacement of vehicle shall take place either at the point of breakdown or at the contractor's office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the contractor's expense. The U.S. Government shall be credited an hourly rate or a pro-rated on the daily rate (based on the unit of issue of the order is being placed), for the rental cost between breakdown and vehicle replacement.

iv) A minimum order charge of three (3) continuous hours shall apply to all categories of vehicle with driver, when the unit of issue is based on "Hour" for each delivery order placed under this contract (less any time associated with vehicle breakdown).

v) Time Periods of Rental. Rental time shall begin once the vehicle and driver are available for use as defined in each delivery/ task order. The unit of issue is either by per hour or per transfer (with the exception of the 40ft lockable truck) as defined in each delivery/task order. The transfer rate is defined as a one-way transfer; transferring passenger and/or cargo from location A to location B as specified in each delivery/ task order. The estimated number of hours per transfer or job will not exceed four (4) hours. All transfer locations are within Singapore with the exception of 40ft lockable truck; that is from Singapore to Port Klang, Malaysia (refer to para

7(e)iv)(1)(c) for details). No individual driver shall be required to drive more than twelve (12) hours straight. Drivers must not have been driving within the previous eight (8) hours.

vi) Cancellation charge. The Ordering Officer has an authority to cancel an order either orally or in writing at any time prior to the scheduled services. If the initial order is confirmed in writing, the Ordering Officer will issue a modification for the cancellation. Contractor shall not impose a cancellation charge for any cancellation notice or whereby notification on changes to scheduled service is given 24 hours prior to the commencement of the service. Cancellation charge will not be assessed and paid by the Customer for any cancellation beyond the control and without the fault or negligence of the Customer. Examples of such causes include acts of God or of the public enemy, fires, floods, epidemics and severe weather. Cancellation charge is applicable only if cancellation or changes to schedule is given less than 24 hours notice prior to the commencement of the service. Customer will only pay 100% of the First Day charge for the cancelled portion or changes of the requirement.

(1) Example. Rental for a sedan and a van is ordered for 10 days, 8 hours per day.

(a) Scenario 1. Requirement for the sedan for the entire period; i.e. 10 days rental is cancelled and less than 24 hours notice is given to the contractor; contractor is entitled to a cancellation charge of 100% for the first day rental cost of the sedan; i.e. 8 hours rental charge only.

(b) Scenario 2. Rental of the sedan is to commerce on Day 2 vice Day 1, contractor is provided less than 24 hours notice of the changes; contractor is entitled to 100% of the Day 1 charge (i.e. 8 hours rental charge) for the sedan.

(c) Scenario 3. Notification is provided to contractor on Day 1 whereby the rental for the sedan is not required on Day 9 and Day 10; contractor is not entitled to cancellation charge as more than 24 hours notice is given.

vii) The contractor shall return any personal articles or items found in the rental vehicles after completion of the transportation service to the Contracting Officer's Representative (COR).

viii) The contractor shall obtain written acknowledgement of vehicle service by an authorized Government Representative (identified in each delivery/task order). Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle rental service.

(b) INSURANCE AND LIABILITY

i) The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below:

(1) The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

(2) The contractor and any subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the contractor, its subcontractors, its agents, or employees.

(3) The contractor shall provide and maintain at its expense, all vehicle operator's insurance required by the local law in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The contractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

(4) Paragraph (b) shall not be construed as limiting the contractor's liability to the amounts of the required minimum insurance coverage specified therein.

ii) Traffic Violations and Fines. The contractor shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations.

(c) SEDAN, VAN RENTAL SERVICE FOR PASSENGER (WITH DRIVER)

i) Vehicle Specifications, Maintenance, and Malfunctions

(1) The contractor shall furnish "new" air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations. In the event a "new" vehicle is not available, the contractor shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. All vehicles shall be equipped with front and back seat belts, air bags, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities.

ii) Substitution of Vehicles

(1) If the contractor does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the contractor shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. Example: If a medium-size sedan is ordered but unavailable, the contractor shall furnish an executive sedan at the price listed for the medium-size sedan originally ordered.

(2) In the case of passenger van, there shall be no substitution without the approval of the Ordering Officer placing the order.

iii) General Description of Vehicle Types

(1) The vehicles shall meet the general description set out below:

(a) Medium-size Sedan: 4 doors; 4-5 passenger capacity; air conditioning; minimum 1600cc engine sedan.

(b) Executive Sedan: 4 doors; 5-passenger capacity; air conditioning; minimum 2000cc engine sedan

(c) Passenger Van: Minimum 9-passenger seating capacity; air conditioning

(d) BUS SERVICE (WITH DRIVER)

i) The contractor shall provide air-conditioned bus services on an hourly rate or transfer rate basis. The hourly rate shall include one driver or operator, any additional helpers or crew as required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses.

ii) General Description of Vehicle Types

(1) The vehicles shall meet the general description set out below:

(a) Mini Bus: minimum 19-passenger seating capacity; air conditioning
(b) Bus: minimum 40-passenger seating capacity; air conditioning

(e) TRUCK SERVICE (WITH DRIVER)

i) The contractor shall provide truck, flatbed with driver to load/off load cargo. The driver shall assist with loading and offloading of cargo.

ii) The contractor shall be responsible for security and prevent loss/damage/destruction of cargo.

iii) Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the authorized Government Representative of his arrival.

iv) General Description of Vehicle Types

(1) The vehicles shall meet the general description set out below:
(a) Light Duty Truck: minimum G.V.W. 3,000 kg / 3 ton covered truck

(b) 40ft Flat Bed truck (Singapore). Flat bed truck will use for transporting dry cargo in and around Singapore. Dry cargo consists mainly of postal mails, parcels, luggage, etc.

(c) 40ft lockable truck (Port Klang). The lockable truck will use for transporting cargo from Singapore to Port Klang, Malaysia.

8. DELIVERABLES. Contractor shall be capable of providing land transportation services in accordance to this PSOW and the delivery/task orders issued against the resultant contract.

9. NON PERSONAL SERVICE STATEMENT. Contractor employees performing services under this PSOW shall be controlled, directed and supervised at all times by management personnel of the Contractor. Contractor management shall ensure that employees comply with the performance work standards outlined in the PSOW. Contractor employees shall perform their duties independent of, and without the supervision of an U.S. Government official or other Defense contractor.

10. CONTRACTING OFFICER'S REPRESENTATIVE (COR) / ALTERNATE COR. The Contracting Officer shall appoint and identify COR (and Alternate COR, if applicable) to the successful Contractor at the time of award. The COR shall monitor and assess the Contractor's performance compliance with the requirements of the PSOW.

11. PERFORMANCE REQUIREMENTS SUMMARY. The Contractor's performance shall be evaluated according to the Performance Requirements Summary as shown below:

Performance Objective	**Para**	**Performance Threshold**
1. The contractor shall provide vehicles that have been properly maintained and serviced. Not more than 3 events in a year where vehicle break down during performance.	7(a)	95% compliance
2. Sedan, van provided are not more than 5 years old	7(c)	98% compliance
3. Not more than 3 customer complaints in a year on issues such as driver's professionalism, cleanliness of vehicle, etc	7(a)	95% compliance

GENERAL INFORMATION

1. TYPE OF CONTRACT. This is an Indefinite Delivery Indefinite-Quantity contract. The Contractor agrees to furnish the services at the fixed price listed in the Schedule of Services. The guaranteed minimum for the resultant contract is US$ 1,000 / S$ 1,200 (@ exchange rate US$ 1.00 : S$ 1.20). The maximum amount for this contract is not to exceed 30% of the resultant contract amount. If the Government's requirements for supplies or services set forth in the solicitation/contract do not result in delivery/task orders in the amount described as "estimated maximum", this shall not constitute the basis for an equitable price adjustment

2. ESTIMATED QUANTITIES. The quantities in the schedule are only estimates. There is no guarantee that the Government will meet the estimates.

3. CORRESPONDENCE IN ENGLISH. All correspondence shall be in English.

4. STANDARDS FOR PROFESSIONAL SERVICES.

(a) The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

(b) The contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

(c) The contractor is responsible for ensuring that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

(d) The contractor shall cooperate in the reporting and investigation of any environmental or health incident connected with the services provided under this contract.

(e) The contractor shall ensure that subcontractors comply with these requirements.

5. CONTRACT PRICING.

(a) All contract prices are in Singapore Dollars (S$).

(b) Prices are firm fixed price per unit and are inclusive of **ALL** costs, such as taxes, bank transaction fees, licenses, insurance, fuel, petrol, toll charges, Electronics Road Pricing (ERP) charges, overtime, weekend and holiday rates, overhead General and Administrative (G&A) expenses, profit and or other costs or expenses associated with performance on this contract.

6. ORDERING. Items required under this contract will be obtained by issuing delivery/task orders under the contract. Delivery/Task orders shall be issued at least 48 hours prior to commencement of services. The contractor may accept delivery/task orders submitted less than 48 hours prior to the commencement of the services at his/her discretion based on his/her capacity/capability to support the immediate requirement. Oral orders are authorized but must be less than US$ 150,000 and a written confirmation on SF1449 - Solicitation/Contract/Order for Commercial Items form must be provided within ten (10) working days. Written orders are to be on a fully completed SF1449 form.

7. INVOICES

(a) The Contractor shall submit original invoice with three (3) copies to the address identified in the contract. Invoices must include a reference to the contract and delivery/task order number.

(b) The Contracting Officer's Representative will review the invoices and forward to the Disbursing Office, U.S. Navy Region Center Singapore. The Disbursing Office will pay the invoices.

(c) All payments due the Contractor under the contract shall be made in Singapore Dollars (S$) by the Disbursing Office, U.S. Navy Region Center Singapore, PSA Sembawang Terminal, Bldg 7-4, Deptford Road, Singapore 759657. Unless specified on each invoice, payment will be made via wire transfer to the Contractor's designated bank.

(d) The Disbursing Officer or his representative shall forward a copy of abstract Public Voucher for complete or final payment made hereunder to the Contracting Officer. This is required for file closeout.

8. ORDERING OFFICERS

(a) Ordering Officers from NAVSUP Fleet Logistics Center, Site Singapore are authorized to place orders under this contract.

(b) Orders may be issued by facsimile or by electronic commerce methods.

(c) Designation of Ordering Officer. NAVSUP Fleet Logistics Center, Site Singapore, Contracting Department, Code 250 is responsible for issuing and administering any delivery or task orders placed hereunder. The Contracting Officer shall provide the names of the Ordering Officers to the Contractor. The Contractor shall not start performance under this contract until receipt of an order in writing or orally issued by the Ordering Officers. Ordering Officers may issue revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation of the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no-cost cancellations of orders under this contract and may reduce the scope of orders, but Termination for Convenience or Termination for Default shall be issued only by the PCO.

9. CONTRACTOR REPRESENTATIVE - The Government shall contact the following contractor personnel for prompt contract management: *(offeror to insert)*

Name of Individual:	Galina Zabecka
Title of Individual:	Operations / Transport Manager
Mailing Address:	Glenn Defense Marine (Asia) Pte Ltd Glenn Building, 15D Pandan Road, Singapore 609266
Tel No. (Work):	6268-5300 (Ext. 402)
Mobile No.:	9369-8559
Fax No. (Work):	6777-1790
Email Address:	galina@glennmarinegroup.com

CONTRACT ADMIN APPT AND DUTIES

Contract Administration Appointments and Duties

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses, e-mail addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:

a. All pre-award information, questions, or data;
b. Freedom of Information inquires;
c. Change/question/information regarding the scope, terms or conditions of the basis contract document; and/or
d. Arrange the post award conference (See FAR 42.503).

Name: NAVSUP Fleet Logistics Center, Site Singapore, Contracting Officer (b)(6), (b)(7)(C)
Address: PSA Sembawang Terminal, Deptford Road, Bldg 7-4, Singapore 732681
E-Mail: (b)(6), (b)(7)(C)
Phone: (b)(6), (b)(7)(C)

2. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

Name: U.S. Navy Region Center Singapore, Disbursing Officer
Address: PSA Sembawang Terminal, Deptford Road, Bldg 7-4, Singapore 732681
Phone: 65-6750-2528

3. CONTRACTING OFFICER REPRESENTATIVE (COR) is responsible for:

a. Liaison with personnel at the Government installation and the contractor personnel on site;
b. Technical advice/recommendations/clarification on the Performance Statement of Work (PSOW);
c. The PSOW for delivery/task orders place under this contract;
d. Quality assurance of services performed and acceptance of the services or deliverables;
e. Certification of invoice for payment.

NOTE: When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction, until the contracting officer has issued a modification to the contract or in the case of a delivery/task order, until the ordering officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved.

THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE THE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE PSOW IN THE CONTRACT OR DELIVERY/TASK ORDER.

Name: Mr. Raymond Chua
Address: PSA Sembawang Terminal, Deptford Road, Bldg 7-4, Singapore 732681
E-Mail: raymond.chua.sn@fe.navy.mil

Phone: 65-6750-2483

4. ORDERING OFFICER is responsible for:

   a. Obligating the funds by issuance of the delivery/task order;
   b. Authorization to begin performance; and/or
   c. Monitoring of total cost of delivery/task orders issued.

5. The following limitations/restrictions are placed on the Ordering Officer:

   a. Type of order issued is limited by this contract to Firm Fixed Price pricing arrangements;
   b. No order shall be placed in excess of US$ 150,000 without the prior approval of the PCO.

Name: NAVSUP Fleet Logistics Center, Site Singapore, Code 250 Contracting Officer
Address: PSA Sembawang Terminal, Deptford Road, Bldg 7-4, Singapore 732681

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	N/A	Government
0002AA	Destination	Government	N/A	Government
0002AB	Destination	Government	N/A	Government
0002AC	Destination	Government	N/A	Government
0002AD	Destination	Government	N/A	Government
0002AE	Destination	Government	N/A	Government
0002AF	Destination	Government	N/A	Government
0002AG	Destination	Government	N/A	Government
0003	N/A	N/A	N/A	Government
0003AA	Destination	Government	N/A	Government
0003AB	Destination	Government	N/A	Government
0003AC	Destination	Government	N/A	Government
0003AD	Destination	Government	N/A	Government
0003AE	Destination	Government	N/A	Government
0004	Destination	Government	N/A	Government
0004AA	Destination	Government	N/A	Government
0004AB	Destination	Government	N/A	Government

0004AC	Destination	Government	N/A	Government
0004AD	Destination	Government	N/A	Government
1002	Destination	Government	N/A	Government
1002AA	Destination	Government	N/A	Government
1002AB	Destination	Government	N/A	Government
1002AC	Destination	Government	N/A	Government
1002AD	Destination	Government	N/A	Government
1002AE	Destination	Government	N/A	Government
1002AF	Destination	Government	N/A	Government
1002AG	Destination	Government	N/A	Government
1003	N/A	N/A	N/A	Government
1003AA	Destination	Government	N/A	Government
1003AB	Destination	Government	N/A	Government
1003AC	Destination	Government	N/A	Government
1003AD	Destination	Government	N/A	Government
1003AE	Destination	Government	N/A	Government
1004	Destination	Government	N/A	Government
1004AA	Destination	Government	N/A	Government
1004AB	Destination	Government	N/A	Government
1004AC	Destination	Government	N/A	Government
1004AD	Destination	Government	N/A	Government
2002	Destination	Government	N/A	Government
2002AA	Destination	Government	N/A	Government
2002AB	Destination	Government	N/A	Government
2002AC	Destination	Government	N/A	Government
2002AD	Destination	Government	N/A	Government
2002AE	Destination	Government	N/A	Government
2002AF	Destination	Government	N/A	Government
2002AG	Destination	Government	N/A	Government
2003	N/A	N/A	N/A	Government
2003AA	Destination	Government	N/A	Government
2003AB	Destination	Government	N/A	Government
2003AC	Destination	Government	N/A	Government
2003AD	Destination	Government	N/A	Government
2003AE	Destination	Government	N/A	Government
2004	Destination	Government	N/A	Government
2004AA	Destination	Government	N/A	Government
2004AB	Destination	Government	N/A	Government
2004AC	Destination	Government	N/A	Government
2004AD	Destination	Government	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 28-NOV-2012 TO 27-NOV-2013	N/A	N/A FOB: Destination	

0002	POP 28-NOV-2012 TO 27-NOV-2013	N/A	N/A FOB: Destination
0002AA	POP 28-NOV-2012 TO 27-NOV-2013	N/A	N/A FOB: Destination
0002AB	POP 28-NOV-2012 TO 27-NOV-2013	N/A	N/A FOB: Destination
0002AC	POP 28-NOV-2012 TO 27-NOV-2013	N/A	N/A FOB: Destination
0002AD	POP 28-NOV-2012 TO 27-NOV-2013	N/A	N/A FOB: Destination
0002AE	POP 28-NOV-2012 TO 27-NOV-2013	N/A	N/A FOB: Destination
0002AF	POP 28-NOV-2012 TO 27-NOV-2013	N/A	N/A FOB: Destination
0002AG	POP 28-NOV-2012 TO 27-NOV-2013	N/A	N/A FOB: Destination
0003	POP 28-NOV-2012 TO 27-NOV-2013	N/A	N/A FOB: Destination
0003AA	POP 28-NOV-2012 TO 27-NOV-2013	N/A	N/A FOB: Destination
0003AB	POP 28-NOV-2012 TO 27-NOV-2013	N/A	N/A FOB: Destination
0003AC	POP 28-NOV-2012 TO 27-NOV-2013	N/A	N/A FOB: Destination
0003AD	POP 28-NOV-2012 TO 27-NOV-2013	N/A	N/A FOB: Destination
0003AE	POP 28-NOV-2012 TO 27-NOV-2013	N/A	N/A FOB: Destination
0004	POP 28-NOV-2012 TO 27-NOV-2013	N/A	N/A FOB: Destination
0004AA	POP 28-NOV-2012 TO 27-NOV-2013	N/A	N/A FOB: Destination
0004AB	POP 28-NOV-2012 TO 27-NOV-2013	N/A	N/A FOB: Destination
0004AC	POP 28-NOV-2012 TO 27-NOV-2013	N/A	N/A FOB: Destination

0004AD	POP 28-NOV-2012 TO 27-NOV-2013	N/A	N/A FOB: Destination
1002	POP 28-NOV-2013 TO 27-NOV-2014	N/A	N/A FOB: Destination
1002AA	POP 28-NOV-2013 TO 27-NOV-2014	N/A	N/A FOB: Destination
1002AB	POP 28-NOV-2013 TO 27-NOV-2014	N/A	N/A FOB: Destination
1002AC	POP 28-NOV-2013 TO 27-NOV-2014	N/A	N/A FOB: Destination
1002AD	POP 28-NOV-2013 TO 27-NOV-2014	N/A	N/A FOB: Destination
1002AE	POP 28-NOV-2013 TO 27-NOV-2014	N/A	N/A FOB: Destination
1002AF	POP 28-NOV-2013 TO 27-NOV-2014	N/A	N/A FOB: Destination
1002AG	POP 28-NOV-2013 TO 27-NOV-2014	N/A	N/A FOB: Destination
1003	POP 28-NOV-2013 TO 27-NOV-2014	N/A	N/A FOB: Destination
1003AA	POP 28-NOV-2013 TO 27-NOV-2014	N/A	N/A FOB: Destination
1003AB	POP 28-NOV-2013 TO 27-NOV-2014	N/A	N/A FOB: Destination
1003AC	POP 28-NOV-2013 TO 27-NOV-2014	N/A	N/A FOB: Destination
1003AD	POP 28-NOV-2013 TO 27-NOV-2014	N/A	N/A FOB: Destination
1003AE	POP 28-NOV-2013 TO 27-NOV-2014	N/A	N/A FOB: Destination
1004	POP 28-NOV-2013 TO 27-NOV-2014	N/A	N/A FOB: Destination
1004AA	POP 28-NOV-2013 TO 27-NOV-2014	N/A	N/A FOB: Destination
1004AB	POP 28-NOV-2013 TO 27-NOV-2014	N/A	N/A FOB: Destination

1004AC	POP 28-NOV-2013 TO 27-NOV-2014	N/A	N/A FOB: Destination
1004AD	POP 28-NOV-2013 TO 27-NOV-2014	N/A	N/A FOB: Destination
2002	POP 28-NOV-2014 TO 27-NOV-2015	N/A	N/A FOB: Destination
2002AA	POP 28-NOV-2014 TO 27-NOV-2015	N/A	N/A FOB: Destination
2002AB	POP 28-NOV-2014 TO 27-NOV-2015	N/A	N/A FOB: Destination
2002AC	POP 28-NOV-2014 TO 27-NOV-2015	N/A	N/A FOB: Destination
2002AD	POP 28-NOV-2014 TO 27-NOV-2015	N/A	N/A FOB: Destination
2002AE	POP 28-NOV-2014 TO 27-NOV-2015	N/A	N/A FOB: Destination
2002AF	POP 28-NOV-2014 TO 27-NOV-2015	N/A	N/A FOB: Destination
2002AG	POP 28-NOV-2014 TO 27-NOV-2015	N/A	N/A FOB: Destination
2003	POP 28-NOV-2014 TO 27-NOV-2015	N/A	N/A FOB: Destination
2003AA	POP 28-NOV-2014 TO 27-NOV-2015	N/A	N/A FOB: Destination
2003AB	POP 28-NOV-2014 TO 27-NOV-2015	N/A	N/A FOB: Destination
2003AC	POP 28-NOV-2014 TO 27-NOV-2015	N/A	N/A FOB: Destination
2003AD	POP 28-NOV-2014 TO 27-NOV-2015	N/A	N/A FOB: Destination
2003AE	POP 28-NOV-2014 TO 27-NOV-2015	N/A	N/A FOB: Destination
2004	POP 28-NOV-2014 TO 27-NOV-2015	N/A	N/A FOB: Destination
2004AA	POP 28-NOV-2014 TO 27-NOV-2015	N/A	N/A FOB: Destination

2004AB	POP 28-NOV-2014 TO 27-NOV-2015	N/A	N/A FOB: Destination
2004AC	POP 28-NOV-2014 TO 27-NOV-2015	N/A	N/A FOB: Destination
2004AD	POP 28-NOV-2014 TO 27-NOV-2015	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2012
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.204-99 DEV	System for Award Management Registration	AUG 2012
252.204-7000	Disclosure Of Information	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

_X__ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

_X__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

_X__ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

_____ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

_X___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

____ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (11) [Reserved]

____ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

____ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

____ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Oct 2001) of 52.219-9.

____ (iii) Alternate II (Oct 2001) of 52.219-9.

____ (iv) Alternate III (Jul 2010) of 52.219-9.

____ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

____ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

____ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

____ (ii) Alternate I (June 2003) of 52.219-23.

____ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

____ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

____ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

____ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

____ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

_ X___ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).

____ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

____ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

____ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

____ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

____ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

____ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

____ (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

____ (ii) Alternate I (Dec 2007) of 52.223-16.

__X__ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

_____(40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (MAY 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

____ (ii) Alternate I (Mar 2012) of 52.225-3.

____ (iii) Alternate II (Mar 2012) of 52.225-3.

____ (iv) Alternate III (Mar 2012) of 52.225-3.

____ (41) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

__X__ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__X__ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

____ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

____ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

____ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

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

_____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

_____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

_____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

_____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

_____ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to

litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

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

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract through final date of contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than US$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of US$150,000;

(2) Any order for a combination of items in excess of US$150,000; or

(3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 days upon expiration of the contract.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days before contract expires.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days prior to the expiration of the current performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed forty-two (42) months.

(End of clause)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 31 Mar 2013. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 31 Mar 2013, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR Clauses http://acquisition.gov/comp/far/
DFAR Clauses http://www.acq.osd.mil/dpap/dars/dfars/

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

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

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2012)

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

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

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

(1) __X__ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) ____ 252.203-7003, Agency Office of the Inspector General (APR 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

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

(4) ____ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (SEP 2011) (15 U.S.C. 637).

(5) ____ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) ____ 252.225-7001, Buy American Act and Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83, E.O. 10582).

(ii) ____ Alternate I (OCT 2011) of 252.225-7001.

(7) ____ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).

(9) ____ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

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

(11) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).

(12) ____ 252.225-7017, Photovoltaic Devices (MAR 2012) (Section 846 of Pub. L. 111-383).

(13)(i) ____ 252.225-7021, Trade Agreements (JANUARY 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) ____ Alternate I (OCT 2011) of 252.225-7021.

(iii) ____ Alternate II (OCT 2011) of 252.225-7021.

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

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

(16)(i) ____ 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).

(ii) ____ Alternate I (OCT 2011) of 252.225-7036.

(iii) ____ Alternate II (OCT 2011) of 252.225-7036.

(iv) ____ Alternate III (OCT 2011) of 252.225-7036.

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

(18) ____ 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

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

(20) ____ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

(21) ____ 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).

(22) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data ((SEP 2011), if applicable (see 227.7102-4(c)))(10 U.S.C. 2321).

(23) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(24) ____ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)

(25) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

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

(27) ____ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).

(28) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

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

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

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

(31) ____ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

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

(1) 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

2) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

(3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see 227.7102-4(c)).

(5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

SPS CONSOLIDATED SERVER TIME ZONE (Jun 2006) (NAVSUP)

All interested parties are hereby advised that the date and time for the Contracting Officer signature and the release of this contractual document are based on US Central Time Zone. All other dates and times are based on local time.

To calculate your time in relation to US Central Time Zone, vendors may visit the following url:
http://www.timeanddate.com/worldclock/converter.html

Disclaimer: this site is not owned or maintained by the **U.S.** Government and therefore isn't warranted to be correct. This URL is provided as a convenience only and is not intended to preclude use of other time conversion devices.

5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Lim Ai Li
ADDRESS: NAVSUP Fleet Logistics Center Site Singapore
Contracting Department (Code 250)
PSA Sembawang Terminal, Building 7-4
Singapore 759657
TELEPHONE: (65) 6750-2512

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	04-Oct-2013	N5534112RC2309800	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-13-D-0001
	X	10B. DATED (SEE ITEM 13) 28-Nov-2012
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
FAR 52.212-4 (l) Contract Terms and Conditions - Commercial Items

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyscyg0114232
In accordance with FAR 52.212-4 (l) Contract Terms and Conditions - Commercial Items, this modification is issued to terminate this contract for the convenience of the Government.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) DEPUTY DIRECTOR, CONTRACTING TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 04-Oct-2013

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84
000866

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO.	2. DELIVERY ORDER/ CALL NO.	3. DATE OF ORDER/CALL	4. REQ./ PURCH. REQUEST NO.	5. PRIORITY
N40345-13-A-0010		2013 Apr 03		15

6. ISSUED BY CODE N40345

(N40345) NAVSUP FLC SINGAPORE OFFICE
CONTRACTING DEPARTMENT (CODE 250)
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

7. ADMINISTERED BY CODE

SEE ITEM 6

8. DELIVERY FOB
- [ ] DEST
- [X] OTHER

(See Schedule if other)

9. CONTRACTOR CODE QB341 FACILITY

GLENN DEFENSE MARINE (ASIA) PTE. LTD.
(b)(6), (b)(7)(C)
15D PANDAN ROAD
SINGAPORE 609266

10. DELIVER TO FOB POINT BY (Date)
SEE SCHEDULE

12. DISCOUNT TERMS

11. MARK IF BUSINESS IS
- [ ] SMALL
- [ ] SMALL DISADVANTAGED
- [ ] WOMEN-OWNED

13. MAIL INVOICES TO THE ADDRESS IN BLOCK
See Item 6

14. SHIP TO CODE

SEE SCHEDULE

15. PAYMENT WILL BE MADE BY CODE N61077

U.S. NAVY REGION CENTER SINGAPORE
DISBURSING OFFICER
PSA SEMBAWANG TERMINAL, BUILDING 7-4,
DEPTFORD ROAD
SINGAPORE 759657

MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.

16. TYPE OF ORDER
- [ ] DELIVERY/ CALL — This delivery order/call is issued on another Govt. agency or in accordance with and subject to terms and conditions of above numbered contract.
- [ ] PURCHASE — Reference your quote dated. Furnish the following on terms specified herein. REF:

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR | SIGNATURE | TYPED NAME AND TITLE | DATE SIGNED (YYYYMMMDD)

[X] If this box is marked, supplier must sign Acceptance and return the following number of copies: **1**

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE				

** If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.*

24. UNITED STATES OF AMERICA
TEL: (b)(6), (b)(7)(C)
EMAIL (b)(6), (b)(7)(C)
BY: (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)
CONTRACTING / ORDERING OFFICER

25. TOTAL
29. DIFFERENCES
30. INITIALS

26. QUANTITY IN COLUMN 20 HAS BEEN
- [ ] INSPECTED
- [ ] RECEIVED
- [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

DATE | SIGNATURE OF AUTHORIZED GOVT. REP.

27. SHIP NO.
- [ ] PARTIAL
- [ ] FINAL

28. DO VOUCHER NO.

31. PAYMENT
- [ ] COMPLETE
- [ ] PARTIAL
- [ ] FINAL

32. PAID BY

33. AMOUNT VERIFIED CORRECT FOR

34. CHECK NUMBER

35. BILL OF LADING NO.

36. I certify this account is correct and proper for payment.

DATE | SIGNATURE AND TITLE OF CERTIFYING OFFICER

37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.
000866					

Section B - Supplies or Services and Prices

BPA Master Dollar Limit: $150,000.00
BPA Call Limit: $5,000.00

Period of Performance: 03-Apr-2013 to 02-Apr-2014

FSC Codes:

5110	5120	5130	5805	6135
7035	7045	7320	7330	7510
7930	8405	8430	8960	S111

Section C - Descriptions and Specifications

1. Description of Agreement: The purpose of this Blanket Purchase Agreement (BPA) is to obtain supplies and services as per Exhibits A and B for Littoral Combat Ships (LCS) in Singapore in which the Contractor is in a position to furnish to the Government, if and when requested by the Contacting Officer or those designated as being authorized to place such calls (authorized BPA callers). This BPA shall be in effect for a period of one year commencing from the date listed in block 3 of the DD Form 1155. This agreement may be cancelled by either party upon 30 days' written notice.

a. Objective: The objective of this Statement of Work (SOW) is to obtain supplies and services for Littoral Combat Ships (LCS) in Singapore.

b. Background: Littoral Combat ships (LCS) have identified listing of supplies and services which are essential to the ships operation and mission's support.

c. Scope: The scope of this requirement will be limited to performing the tasks identified in the SOW for Littoral Combat Ships (LCS), to be located either in PSA Sembawang or Changi Naval Base in Singapore.

d. Period of Performance:

This BPA shall be in effect for a period of 12 months
03 Apr 2013 to 02 Apr 2014

e. Performance Statement of Work: The contractor will be responsible to provide supplies and services to Littoral Combat Ships (LCS):

(1) (i) Listing of Supplies as per Exhibit A.
(ii) Listing of Services as per Exhibit B.

(2) Schedule of Supplies/Services: The work schedule will be on as needed basis. Contractor will provide requested supplies and services to Logistics Support Representative (LSR) and/or ship directly either in PSA Sembawang or Changi Naval Base in Singapore.

f. Invoice and Payment Procedures: The contractor shall invoice and be paid on a monthly basis based on suppplies delivered or services performed. At the end of each month, the contractor shall send invoice of supplies or services provided to the Logistics Support Representative for verification and submission to Contracting Officer, NAVSUP FLC, Site Singapore.

g. Government Technical Point of Contact: Logistics Support Representative**:**

Name: Mark Bettencourt
Work phone: 6750-2651
Hand phone: 8611-8290
Email: mark.bettencourt@fe.navy.mil

2. Extent of Obligation: The Government is only obligated to the extent of those authorized calls that are actually made by authorized personnel. The Government is not obligated to place any calls under this BPA, nor is the Contractor obligated to accept all calls placed. However, once the Government places an authorized call and the contractor accepts, both parties are bound to perform as per this BPA.

3. Pricing. The prices charged to the Government by the Contractor shall be as low as or lower than those charged to the contractor's most favored customer, considering quantities and discounts offered. All prices quoted shall be in

Singapore Dollars (FOB Destination.) The Contracting Officer will request for price quotation prior to issuance of each BPA call.

4. Purchase Limitation. Individual calls under this agreement shall not exceed the simplified acquisition threshold (US$150,000.00) for supplies or services.

5. Authorized BPA Callers.

a. Only Contracting Officers assigned to NAVSUP Fleet Logistics Center (FLC), Site Singapore are authorized to place calls against this agreement. A listing of persons authorized to place calls and dollar limitations is included in Attachment I of this BPA. If the Contractor is in doubt whether the Caller is authorized, or the dollar amount is within the Caller's monetary limit, contact the Team Lead at (65) 6750-2543 for guidance.

b. Call Number Assignment. When placing a call against this BPA, the authorized Caller shall assign a four-digit call number to the order for identification of the purchase. When the Contractor receives the call they shall obtain the BPA Call Number and the caller's identity to ensure the caller is authorized.

6. Delivery Ticket.

a. The Contractor shall ensure that all deliveries made under this BPA be accomplished by a delivery ticket, or sales slip in triplicate. The delivery ticket of sales slip shall contain the following minimum information:

(1) Name of supplier
(2) BPA Number
(3) BPA Call Number
(4) Date of the BPA Call
(5) Name of Authorized Caller
(6) Itemized list of supplies or services furnished
(7) Quantity, unit price, and extended prices of each item less applicable discounts
(8) Date of delivery or shipment.
(9) Printed name and signature of Government representative who received supplies or services

b. Upon making delivery, the Contractor shall obtain the printed name and signature of the Government representative who accepted the delivery.

c. The Contractor shall provide the receiving activity one copy of the Government signed delivery ticket, retain one copy for their records, and provide one copy to the Government when submitting their invoice.

7. Invoices.

a. The Contractor shall submit an original invoice to the Contracting Officer at least once monthy. The invoice submitted shall include items delivered or services performed as follows:

(1) BPA Agreement Number (i.e.: N40345-xx-A-xxxx)
(2) Contractor's Name and Address
(3) Invoice date and number
(4) The individual delivery ticket number
(5) Each call number placed under the BPA
(6) Dollar Amount of each BPA Call
(7) Total Amount Due (Each invoice will be supported by a receipt copy of each delivery ticket.)

b. Mail invoice/s to:

NAVSUP Fleet Logistics Center, Site Singapore
Attn: Contracting Dept - SAP (Code 252)
PSA Sembawang Terminal, Building 7-4
Deptford Road
Singapore 759657

8. Payment

a. Payment will be made by:

Disbursing Officer, U.S. Navy Region Center, Singapore
PSA Sembawang Terminal
Building 7-4, Deptford Road
Singapore 759657

b. The Contractor shall accept Government wide Commercial Purchase Card (GCPC) and the government reserves the right to use the GCPC as a method of payment for calls issued under this BPA. The U.S. Navy utilizes MasterCard.

9. Funding:
This BPA is unfunded; however, individual BPA calls shall identify the Line Of Accounting (LOA) for each call.

CONTRACTOR'S REPRESENTATIVE
The Government shall contact the following contractor personnel for prompt contract administration:

(a) MAIN POC:

Name of Individual: (b)(6), (b)(7)(C)

Title of Individual: General Manager – Singapore, Australia & Pacific Islands

Address: Glenn Defense Marine (Asia) Pte. Ltd.

Glenn Building, 15D Pandan Road

Singapore 609266

Tel No. (Office):

Fax No.(Office): (b)(6), (b)(7)(C)

Mobile Phone No:

Email address: (b)(6), (b)(7)(C)@glennmarinegroup.com

(b) ALTERNATE POC:

Name of Individual: (b)(6), (b)(7)(C)

Title of Individual: General Manager, Global Government Contracts

Address: Glenn Defense Marine (Asia) Pte. Ltd.

Glenn Building, 15D Pandan Road

Singapore 609266

Tel No. (Office): (b)(6), (b)(7)(C)

Fax No.(Office):

Mobile Phone No:

Email address: (b)(6), (b)(7)(C)@glennmarinegroup.com

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	DEC 2012
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2012
252.204-7004 Alt A	Central Contractor Registration Alternate A	FEB 2013

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

_X_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

_____ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

____ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

____ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (11) [Reserved]

____ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

____ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

____ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Oct 2001) of 52.219-9.

____ (iii) Alternate II (Oct 2001) of 52.219-9.

____ (iv) Alternate III (Jul 2010) of 52.219-9.

____ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

____ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

____ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

____ (ii) Alternate I (June 2003) of 52.219-23.

____ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

____ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

____ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

____ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

____ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__X_ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).

____ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

____ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

____ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

____ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

____ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

____ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

____ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

____ (ii) Alternate I (Dec 2007) of 52.223-16.

_X_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

_____(40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (MAR 2012) of 52.225-3.

(iii) Alternate II (MAR 2012) of 52.225-3.

(iv) Alternate III (NOV 2012) of 52.225-3.

(41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

____ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

____ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

____ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

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

_____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

_____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

_____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

_____ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

_____ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

_____ (9) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

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

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR Clauses: http://acquisition.gov/comp/far/
DFARS Clauses: http://www.acq.osd.mil/dpap/dars/dfars/

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (FEB 2013)

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

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

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

(1) ____ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) ____ 252.203-7003, Agency Office of the Inspector General (DEC 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

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

(4) ____ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (AUG 2012) (15 U.S.C. 637).

(5) ____ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) ____ 252.225-7001, Buy American and Balance of Payments Program (DEC 2012) (41 U.S.C. chapter 83, E.O. 10582).

(ii) ____ Alternate I (OCT 2011) of 252.225-7001.

(7) ____ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012) (10 U.S.C. 2533b).

(9) ____ 252.225-7012, Preference for Certain Domestic Commodities (FEB 2013) (10 U.S.C. 2533a).

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

(11) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).

12) ____ 252.225-7017, Photovoltaic Devices (DEC 2012) (Section 846 of Pub. L. 111-383).

13)(i) ____ 252.225-7021, Trade Agreements (DEC 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) ____ Alternate I (OCT 2011) of 252.225-7021.

(iii) ____ Alternate II (OCT 2011) of 252.225-7021.

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

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

(16)(i) ____ 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (DEC 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).

(ii) ____ Alternate I (JUN 2012) of 252.225-7036.

(iii) ____ Alternate II (NOV 2012) of 252.225-7036.

(iv) ____ Alternate III (JUN 2012) of 252.225-7036.

(v) ____ Alternate IV (NOV 2012) of 252.225-7036.

(vi) ____Alternate V (NOV 2012) of 252.225-7036.

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

(18) ____ 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

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

(20) ____ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

(21) ____ 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).

(22) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)))(10 U.S.C. 2321).

(23) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(24) ____ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)

(25) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(26) ____ 252.243-7002, Requests for Equitable Adjustment (DEC 2012) (10 U.S.C. 2410).

(27) ____ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).

(28) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

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

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

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

(31) ____ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

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

(1) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

2) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

(3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).

(5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")	ACT
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Name: (b)(6), (b)(7)(C)
Address: Contracting Department (Code 252)
NAVSUP Fleet Logistics Center, Site Singapore
PSA Sembawang Terminal
Building 7-4, Deptford Road
Singapore 759657
Telephone: (b)(6), (b)(7)(C)

SPS CONSOLIDATED SERVER TIME ZONE (Jun 2006) (NAVSUP)

All interested parties are hereby advised that the date and time for the Contracting Officer signature and the release of this contractual document are based on US Central Time Zone. All other dates and times are based on local time.

To calculate your time in relation to US Central Time Zone, vendors may visit the following url:
http://www.timeanddate.com/worldclock/converter.html

Disclaimer: this site is not owned or maintained by the **U.S.** Government and therefore isn't warranted to be correct. This URL is provided as a convenience only and is not intended to preclude use of other time conversion devices.

Section J - List of Documents, Exhibits and Other Attachments

EXHIBIT A

Item No.	Sub Item No.	Description
0001		Listing of Supplies:
0001	AA	Coveralls
0001	AB	Flight Deck Boots
0001	AC	Fire Retardant Coveralls
0001	AD	Distilled Water
0001	AE	Dematarilized Water
0001	AF	Galley Supplies
0001	AG	Toner Cartridges
0001	AH	Portable Hard Drive
0001	AJ	Wireless Printer
0001	AK	Computer Equipment
0001	AL	Dell Lattitude Laptop
0001	AM	Command Cell Phone
0001	AN	Arctic Container
0001	AP	Hand Tools
0001	AQ	Repair Parts
0001	AR	Bale of Rags
0001	AS	Hand Tools & Cleaning Tools
0001	AT	Battery for Manlift
0001	AU	Name tags
0001	AV	Command Enamel Pins
0001	AW	Office Supplies/ Cleaning Gear
0001	AX	Miscellaneous Office Supplies
0001	AY	Cleaning Gear
0001	AZ	Cleaning Supplies

EXHIBIT B

Item No.	Sub Item No.	Description
0002		Listing of Services:
0002	AA	CO2 Bottle Servicing
0002	AB	Nitrogen Re-fill for Medical
0002	AC	CO2 Refill for Mess deck

ATTACHMENT I

List of Authorized BPA Callers

1. The following individuals from NAVSUP Fleet Logistics Center (FLC), Site Singapore are authorized to place calls under this Blanket Purchase Agreement (BPA) for amount up to the dollar threshold listed:

Name	Dollar Limitation
(b)(6), (b)(7)(C)	US$ 150,000.00
	US$ 150,000.00
	US$ 150,000.00
	US$ 150,000.00
	US$ 150,000.00
	US$ 25,000.00

2. Until amended, revised or superseded, this list constitutes authorized callers under this BPA.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	04-Oct-2013		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. (b)(6), (b)(7)(C) 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-13-A-0010
	X	10B. DATED (SEE ITEM 13) 03-Apr-2013
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
Cancellation of BPA IAW T&C of BPA N40345-13-A-0010, Section C, Paragraph 1

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nysbfk0114177

1. The purpose of this modification is to cancel the above-numbered Master Blanket Purchase Agreement.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) DEPUTY DIRECTOR, CONTRACTING TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED
04-Oct-2013

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER	PAGE 1 OF 38
SP0600TR120181	

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-12-D-0004	09-Apr-2012		N40345-12-R-0044	07-Feb-2012

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No Collect Calls)*	8. OFFER DUE DATE/LOCAL TIME
	WENDY WAH	(65)6750-2544	02:00 PM 20 Mar 2012

9. ISSUED BY CODE N40345

NAVSUP FLC SINGAPORE OFFICE
CONTRACTING DEPARTMENT (CODE 250)
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS

- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: NAICS: 488320

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

- [ ] RFQ
- [ ] IFB
- [X] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/ OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE. LTD.
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163 FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE N61077

U.S. NAVY REGION CENTER SINGAPORE
DISBURSING OFFICER
PSA SEMBAWANG TERMINAL, BUILDING 7-4,
DEPTFORD ROAD
SINGAPORE 759657

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$274,200.00

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES

- [X] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE

- [ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	31c. DATE SIGNED
	(b)(6), (b)(7)(C)	09-Apr-2012

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*
		(b)(6), (b)(7)(C) Supervisory Contract Specialis TEL: (b)(6), (b)(7)(C)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		UNDEFINED		UNDEFINED	$0.00

FUEL BUNKERING AND DE-BUNKERING
FFP
MINIMUM GUARANTEE
This line item does not order goods or services. It may be issued on task order/delivery order number 00MG for the sole purpose of recording the obligation of funds associated with the minimum quantity under this basic contract.

FOB: Destination
MILSTRIP: SP0600TR120181
PURCHASE REQUEST NUMBER: SP0600TR120181

MAX NET AMT		$0.00

ACRN AA $0.00
CIN: SP0600TR1201810001

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
100X		274,200		$1.00	$274,200.00

FUEL BUNKERING AND DE-BUNKERING
FFP
BASE PERIOD, 09 APRIL 2012 - 31 MARCH 2013
FOB: Destination
MILSTRIP: SP0600TR120181
PURCHASE REQUEST NUMBER: SP0600TR120181

MAX NET AMT		$274,200.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
200X OPTION	FUEL BUNKERING AND DE-BUNKERING FFP OPTION PERIOD I, 01 APRIL 2013 - 31 MARCH 2014 FOB: Destination MILSTRIP: SP0600TR120181 PURCHASE REQUEST NUMBER: SP0600TR120181	274,200		$1.00	$274,200.00
				MAX NET AMT	$274,200.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
300X OPTION	FUEL BUNKERING AND DE-BUNKERING FFP OPTION PERIOD II, 01 APRIL 2014 - 31 MARCH 2015 FOB: Destination MILSTRIP: SP0600TR120181 PURCHASE REQUEST NUMBER: SP0600TR120181	274,200		$1.00	$274,200.00
				MAX NET AMT	$274,200.00

PRICING SCHEDULE

PRICING SCHEDULE

CLIN	SUPPLIES/SERVICES	EST QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL PRICE
FUEL BUNKERING AND DE-BUNKERING (BASE PERIOD, 09 APRIL 2012 – 31 MARCH 2013)					
1001	OPERATION CHARGE (FUEL BARGE, 500 MTON)	10	JOB	$7,050.00	$70,500.00
1002	OPERATION CHARGE (FUEL BARGE, 1000 MTON)	7	JOB	$14,100.00	$98,700.00
1003	OPERATION CHARGE (FUEL BARGE, 1800 MTON)	5	JOB	$18,500.00	$92,500.00
1004	CANCELLATION CHARGE (FUEL BARGE, 500 MTON)	3	EA	$1,500.00	$4,500.00
1005	CANCELLATION CHARGE (FUEL BARGE, 1000 MTON)	2	EA	$1,500.00	$3,000.00
1006	CANCELLATION CHARGE (FUEL BARGE, 1800 MTON)	1	EA	$5,000.00	$5,000.00
	ESTIMATED TOTAL (BASE PERIOD)				$274,200.00

CLIN	SUPPLIES/SERVICES	EST QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL PRICE
FUEL BUNKERING AND DE-BUNKERING (OPTION PERIOD I, 01 APRIL 2013 – 31 MARCH 2014)					
2001	OPERATION CHARGE (FUEL BARGE, 500 MTON)	10	JOB	$7,050.00	$70,500.00
2002	OPERATION CHARGE (FUEL BARGE, 1000 MTON)	7	JOB	$14,100.00	$98,700.00
2003	OPERATION CHARGE (FUEL BARGE, 1800 MTON)	5	JOB	$18,500.00	$92,500.00
2004	CANCELLATION CHARGE (FUEL BARGE, 500 MTON)	3	EA	$1,500.00	$4,500.00
2005	CANCELLATION CHARGE (FUEL BARGE, 1000 MTON)	2	EA	$1,500.00	$3,000.00
2006	CANCELLATION CHARGE (FUEL BARGE, 1800 MTON)	1	EA	$5,000.00	$5,000.00
	ESTIMATED TOTAL (OPTION PERIOD I)				$274,200.00

CLIN	SUPPLIES/SERVICES	EST QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL PRICE
FUEL BUNKERING AND DE-BUNKERING (OPTION PERIOD II, 01 APRIL 2014 – 31 MARCH 2015)					
3001	OPERATION CHARGE (FUEL BARGE, 500 MTON)	10	JOB	$7,050.00	$70,500.00
3002	OPERATION CHARGE (FUEL BARGE, 1000 MTON)	7	JOB	$14,100.00	$98,700.00
3003	OPERATION CHARGE (FUEL BARGE, 1800 MTON)	5	JOB	$18,500.00	$92,500.00
3004	CANCELLATION CHARGE (FUEL BARGE, 500 MTON)	3	EA	$1,500.00	$4,500.00
3005	CANCELLATION CHARGE (FUEL BARGE, 1000 MTON)	2	EA	$1,500.00	$3,000.00
3006	CANCELLATION CHARGE (FUEL BARGE, 1800 MTON)	1	EA	$5,000.00	$5,000.00
	ESTIMATED TOTAL (OPTION PERIOD II)				$274,200.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	Government	N/A	Government
100X	N/A	Government	N/A	Government
200X	N/A	Government	N/A	Government
300X	N/A	Government	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 09-APR-2012 TO 31-MAR-2013	N/A	N/A FOB: Destination	
100X	POP 09-APR-2012 TO 31-MAR-2013	N/A	N/A FOB: Destination	
200X	POP 01-APR-2013 TO 31-MAR-2014	N/A	N/A FOB: Destination	
300X	POP 01-APR-2014 TO 31-MAR-2015	N/A	N/A FOB: Destination	

PWS

STATEMENT OF WORK FOR FUEL BUNKERING AND DEBUNKERING SERVICES IN SINGAPORE

1. Objective: The objective of this contract is to obtain contractor support services to provide fuel barges of various capacities to perform fuel bunkering and de-bunkering for U.S. Navy and USNS vessels requiring fuel in Singapore.

2. Background: The U.S. Navy and USNS vessels deployed to Singapore frequently require contractor support services to delivery fuel to the ships. The support required by this statement of work is primarily for providing fuel

barges of various capacities to pick-up clean, on specification fuel from U.S. Government storage facilities at Port of Singapore Authority (PSA) Sembawang and deliver to the ship and/or remove clean, on specification fuel from U.S. Navy ships.

3. Scope: The scope of this requirement is limited to accomplishing the performance statement of work and the tasks identified herein.

3.1 References: (a) MILSTD 3004B Ch1
(b) MIL-PRF-23236D

3.2 Definitions:

Bunkering Services. Provide fuel barges to pick-up and deliver fuel to U.S. Navy and USNS ships.

Contracting Officer. U.S. Government employee who issued the contract and is authorized to contractually and financially commit U.S. Government.

De-bunkering Services. Provide fuel barges to remove fuel from U.S. Navy and USNS ships and dispose of in accordance with the statement of work.

F76 Fuel. Is classified as Diesel Fuel Oil Distillate.

JOB. The two (2) day process to pick-up fuel and deliver fuel to the U.S. Navy using the contracted for fuel barge.

Ordering Officer. Authorized representative of the contracting officer and U.S. Government who can place written and oral delivery/task orders against this contract.

Contracting Officer's Representative. Authorized representative of the contracting officer and U.S. Government responsible for the technical oversight of the contractor's performance.

4. PSOW:

4.1 The contractor shall provide all labor (including line handlers), materials, equipment, supervision and management to provide for bunkering and de-bunkering services to U.S. Government owned or chartered vessels.

4.2 The Contractor shall be licensed to carry the following clean petroleum products: NATO F76 (DFM). The contractor shall provide bunkering and de-bunkering services using fuel barges that are licensed for the purpose and comply with all Singaporean safety and environmental laws and regulations. Pick up point for fuel will be Port of Singapore Authority (PSA) Sembawang; delivery location for most deliveries will be Changi Naval Base (CNB). Other deliveries will be confined to ports and anchorages within Singaporean territorial waters. The Contractor shall provide a fuel barge with cargo tanks that are appropriately coated and comply with MIL-PRF-23236D (attached) and are otherwise acceptable to receive the cargo identified in the Customer's order. Tank cleanliness requirements contained in MILSPEC 3004B (ch1) Table XXV (below) are to be met prior to commencement of barge fueling operations. Certification of meeting this requirement will be delivered to the Contracting Officers Representative (COR) prior to commencement of the fueling operation. Use of copper and copper alloys (brass, bronze, etc.) in vessel compartments, pipelines, heating coils, and fittings is not permitted. Barges provided by the Contractor to accomplish the requirements under this contract are subject to inspection and acceptance by a quality assurance representative of Defense Logistics Agency (DLA) Energy and / or the contract COR prior to loading or discharging of cargo.

MIL-STD-3004B
w/CHANGE 1

TABLE XXV. Minimum requirements for the preparation of barge cargo tanks [1, 2]

LAST PRODUCT CARRIED	PRODUCT TO BE LOADED					
	Leaded gasoline, aviation	Gasoline, automotive	Turbine fuel, aviation, kerosene type F-34, F-35, F-44	Diesel fuel oil - distillate	Diesel fuel oil - residual	Lube oil
Leaded Gasoline, Aviation	A	A	B	B	B	B
Gasoline, Automotive	A	A	B	B	B	B
Turbine fuel, aviation, kerosene TYPE, F-34, F-35, F-44	A	A	A	A	A	E
Diesel fuel oil - distillate	C	C	A	A	A	E
Diesel fuel oil - residual	NO LOAD	NO LOAD	NO LOAD	D	A	E
Lube oils	NO LOAD	NO LOAD	NO LOAD	D	A	E

NOTES:

1 Legend for vessel cleaning requirements broken out into different Types are as follows:

Type	Cleaning Requirement
A	Drop lines and strip tanks.
B	All cargo and vent lines will be drained of previous product and flushed with cold water. Cargo tanks will be thoroughly machine washed using cold water. Tanks will be gas freed.
C	The same as for Type B., except that hot water will be used instead of cold water.
D	The same as for Type C above. In addition tanks and lines will be flushed with product to be loaded and examined to confirm meeting product specification. Process will be repeated as necessary until passing results are obtained.
E	Cargo tanks and systems must be cleaned in such a manner as will remove all rust, scale, sediment, and all traces of previous cargo and water

2 In all cases, cargo tanks must be free of water, loose rust, sludge, mud, silt, ballast residue, etc.

4.3 Tank Cleaning: The Contractor is responsible for barge tank cleaning and gas freeing before the bunkering/de-bunkering operation at all times during the contract period. The DLA Energy representative and/or COR may inspect tank(s) prior to the loading and validate that the product loaded is clean and on specification.

4.4 Additional delivery hoses: Contractor's barge shall be equipped with delivery hoses at least 27 meters in total length. In case delivery hoses over a distance of more than 27 meters is required, the Contractor shall provide extra hoses. When the extra hoses are required, the total length of the hoses per operation shall not exceed 54 meters.

5. TASKS:

5.1 In accordance with the oral or written delivery order issued by the contracting officer or ordering officer, the contractor shall provide a fuel barge in accordance with the specifications in this statement of work.

5.2 The contractor shall pick-up fuel at the location identified in the statement of work.

5.3 The contractor shall deliver the fuel in the quantities per ship or ships and locations identified in the oral or written delivery order.

Note 1: Deliveries to vessels moored at Changi Naval Base (CNB) are subject to vetting (inspection / security screening) by CNB officials. The vetting process is normally scheduled at first light (approximately 0700). Vetting is a requirement for delivery and must be planned for regardless of the time that actual delivery to the vessel is scheduled with no additional charges.

Note 2: Oil booming is intentionally not included as a part of this statement of work. If oil booming is required it will be provided under separate contract.

Note 3: Loading of fuel at PSA Sembawang wharf and delivery of fuel to Changi Naval Base will not occur on the same day. Common practice will be for the fuel barge to receive fuel from PSA Sembawang wharf one day prior to delivery to Changi Naval Base.

5.4 In the event that the customer vessel does not take all fuel loaded in the barge, the contractor will sell all remaining fuel on the commercial marketplace and provide payment to the U.S. Government for all product that was sold in excess of 500 gallons. Payment will be made via check to U.S. Navy Region Singapore Disbursing Office. Checks shall be made payable to "United States Treasury". The contractor will legally dispose of all unused fuel below 500 gallons at his own expense.

5.5 Demurrage Charges for Bunkering/De-bunkering (also referred to as "stand-by time" or "waiting time"):

5.5.1 If scheduled delivery or de-bunker is delayed by the Customer vessel without the fault or negligence of the Contractor, the Customer will pay demurrage fees per barge when detention exceeds 120 minutes. This detention charge will not be assessed and paid by the Customer for any delay beyond the control and without the fault or negligence of the Customer.

5.5.2 Demurrage will not be assessed outside of normal fuel operation hours of sunset to sunrise.

5.5.3 The Government will not pay nor be responsible for any demurrage fees associated with excess fuel remaining in the barge following delivery.

5.6 The contractor shall provide a fuel barge that arrives at the fuel terminal for loading or at the Customer's ship for de-bunkering operation in clean, gas-free condition, ready for internal inspection by the DLA Energy representative and / or COR.

5.7 The contractor shall provide effective connections with zero leakage for all attachments, couplings, extra hoses, and reducers used for loading and discharging of the cargo.

6. DELIVERABLES:

6.1 The contractor shall be capable of providing fuel barges in the following capacities for the bunkering and de-bunkering services required for this statement of work. Those sizes are as follows:

- FUEL BARGE - 500 MTON (APPROX. 132,000 U.S. GALLON)
- FUEL BARGE - 1000 MTON (APPROX. 264,000 U.S. GALLON)
- FUEL BARGE - 1800 MTON (APPROX. 475,000 U.S. GALLON)

6.2 Operation Charge for Bunkering/De-bunkering (CLINs X001 through X003): The Contractor shall perform the fuel delivery, bunkering and de-bunkering services after receipt of a written delivery order or oral order issued by the contracting officer or ordering officer, which will be confirmed within ten (10) days of issuance of the oral order. Written or oral delivery orders will not be placed less than 48 hours in advance of required loading time.

6.3 Actual operating performance under the terms of this statement of work means when the Contractor's barge has already been dispatched from her ordinary mooring place. The Contractor shall provide to the contracting officer/ordering officer and COR their barge information such as name, loading schedule, hose connections, load/discharge rate and the required certification along with the QA checklist for the barge prior to pre-loading operation.

6.3.1 The contractor must be able to provide the required certifications, licenses and permits (from either the prime contractor or a subcontractor) to carry petroleum products within Singapore to the Contracting Officer prior to the issuance of the delivery order. Barge substitution would be permitted where necessary at the discretion of the Contracting Officer.

6.4 Cancellation Charge for Bunkering/De-bunkering (CLINs X004 through X006): Generally the Ordering/Alternate Ordering Officer has an authority to cancel an order either orally or in writing at any time prior to the scheduled pre-loading services. If the initial order is confirmed in writing, the Ordering/Alternate Ordering Officer will issue a modification for cancellation. This cancellation charge will not be assessed and paid by the Customer for any cancellation beyond the control and without the fault or negligence of the Customer. Examples of such causes include acts of God or of the public enemy, fires, floods, epidemics and severe weather.

6.4.1 If the task order for bunkering or de-bunkering service is cancelled before the Contractor's barge leaves its regular berth (ordinary mooring place), neither the basic freight nor cancellation charge will be paid to the Contractor nor will the Contractor be entitled to any payment under the termination for convenience provision at FAR 52.212-4(l) that is separately included in this contract.

6.4.2 When the task order for bunkering or de-bunkering service is cancelled after the contractor's barge already leaves its regular berth (ordinary mooring place), the Customer will only pay cancellation charges to the Contractor in accordance with the pricing schedule. The Contractor shall not be entitled to any payment under the termination for convenience provision at FAR 52.212-4(l) that is separately included in this contract.

7. Duties and Responsibilities of the Parties:

7.1 When providing services in response to orders issued pursuant to this contract, the Contractor shall be responsible for:

7.1.1 Compliance with all Singaporean laws and regulations, including environmental laws, for the care handling storage and transportation by water of petroleum products.

7.1.2 Invoice(s) must be issued to the Ordering Officer / COR within two (2) weeks. Each invoice should include all proper information based on the requirements of FAR 52.232-25 Prompt Payment (SEP 1992).

7.2 The ordering officer / COR will be responsible for:

7.2.1 Issuing task orders including oral orders.

7.2.2 Providing all cargo (fuel to be loaded for bunkering services).

8. For the Contractor's information purposes, the following is provided:

8.1 The Contractor's barge, which previously carried "Palm Oil," cannot be used for this contract unless the Contractor obtained a waiver from NAVSUP Energy for use of such vessels under the contract.

8.2 Berth Information:

Berth	Maximum Ship's LOA (Meters)	Maximum Ship's Beam (Meters)	Maximum Ship's Draft (Meters)	Type of Manifold (inch)	Type of Manifold (connection)
Sembawang (Berth S-5)	125	30	8.1	6"	Flange
Sembawang (Berth S-6)	125	30	9.7	6"	Flange
Sembawang (Berth S-7)	125	30	11	6" & 8"	Flange

9. PERFORMANCE REQUIREMENTS SUMMARY

PERFORMANCE REQUIREMENTS SUMMARY – FUEL BUNKERING AND DE-BUNKERING SERVICES			
Task and Contract Paragraph	Performance Standard and AQL	Quality Assurance Method	Incentives
Para 4.2 and 4.3	The contractor shall use a fuel barge with cargo tanks that are appropriately coated and cleaned.	DLA Energy representative/COR input.	Both positive and negative performance will be documented in past performance reports as appropriate. Substantial factor in whether to exercise any options.
Para 5 and 6	The contractor shall provide fuel bunkering and de-bunkering services.	DLA Energy representative/COR input.	Both positive and negative performance will be documented in past performance reports as appropriate. Substantial factor in whether to exercise any options.

GENERAL INFORMATION

1. **TYPE OF CONTRACT** - This is an Indefinite Delivery Indefinite-Quantity contract. The Contractor agrees to furnish the services at the fixed price listed in the Schedule of Services. The guaranteed minimum for this contract is $3,000.00. The maximum amount for this contract is $280,000.00 per year. If the Government's requirements for supplies or services set forth in the solicitation/contract do not result in delivery/task orders in the amount described as "estimated maximum", this shall not constitute the basis for an equitable price adjustment.

2. **DURATION OF CONTRACT** - This contract is for one base and two option periods of one year each. The base period starts on 09 April 2012 and ends on 31 March 2013. The Option Period dates are listed in the Schedule. Additionally, the Government may extend the contract for up to six months duration. Thus the total contract could be for a maximum forty-two (42) months.

3. **ESTIMATED QUANTITIES** - The quantities in the schedule are only estimates. There is no guarantee that the government will meet the estimates.

4. **CORRESPONDENCE IN ENGLISH** - All correspondence will be in English.

5. **STANDARDS FOR PROFESSIONAL SERVICES**

5.1 The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

5.2 The Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

5.3 The Contractor is responsible for ensuring that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

5.4 The Contractor shall cooperate in the reporting and investigation of any environmental or health incident connected with the services provided under this contract.

5.5 The Contractor will ensure that subcontractors comply with these requirements.

6. **HEIGHTENED VIGILANCE** - The Contractor has an obligation to be alert at all times in order to contribute to the protection of the U.S. Navy ships and Government personnel. The Contractor shall immediately report to the ship's officer, or nearest available Embassy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States personnel, property or interests. The Contractor also has an obligation to report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States personnel, property or interests.

7. **CONTRACT PRICING**

7.1 All contract prices are in United States Dollars (US$).

7.2 Prices are firm fixed price per unit and are inclusive of all costs, such as taxes, port fees, tariff, bank transaction fees, licenses, insurance, overtime, weekend and holiday rates, overhead General and Administrative (G&A) expenses, profit and or other costs or expenses associated with performance on this contract.

8. **ORDERING** - Items required under this contract will be obtained by issuing delivery/task orders under the contract. Delivery/Task orders shall be issued at least 48 hours prior to commencement of services. Oral orders are authorized but must be less than $150,000.00 and a written confirmation on SF1449 form must be provided within ten (10) days. Written orders are to be on a fully completed SF1449 form.

9. **CONTRACTOR REPRESENTATIVE** - The Government shall contact the following contractor personnel for prompt contract management: (offeror to insert)

Name of Individual: Mr. Leonard G. Francis

Title of Individual: Executive Group Chairman, President

Mailing Address: 15D Pandan Road, Singapore 609266

Tel No. (Work) 65 6268-5300

Fax No. (Work) 65 6262-6689

10. **Invoices**

10.1 The Contractor shall submit original invoice with three (3) copies to the address identified in the contract. Invoices must include a reference to the contract and task order number.

10.2 The Contracting Officer's Representative will review the invoices and forward to the Disbursing Office, U.S. Navy Region Center Singapore. The Disbursing Office will pay the invoices.

10.3 All payments due the Contractor under the contract shall be made in U.S. dollars by the Disbursing Office, U.S. Navy Region Center Singapore, PSA Sembawang Terminal, Bldg 7-4, Deptford Road, Singapore 759657. Unless specified on each invoice, payment will be made via wire transfer to the Contractor's designated bank.

10.4 The Disbursing Officer or his representative shall forward a copy of abstract public voucher for complete or final payment made hereunder to the Contracting Officer. This is required for file closeout.

11. **Ordering Officers**

11.1 Ordering Officers from NAVSUP Fleet Logistics Center, Site Singapore are authorized to place orders under this contract:

11.2 Orders may be issued by facsimile or by electronic commerce methods.
Designation Of Ordering Officer. NAVSUP Fleet Logistics Center, Site Singapore is responsible for issuing and administering any delivery or task orders placed hereunder. The ordering activity shall designate in writing the ordering officers who shall be authorized to place orders under this contract. The ordering activity shall provide the names of the ordering officers to the Contractor and the Contracting Officer. The Contractor shall not start performance under this contract until receipt of an order in writing or orally issued by the Ordering Officers. Ordering Officers may issue revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation of the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no-cost cancellations of orders under this contract and may reduce the scope of orders, but Termination for Convenience or Termination for Default shall be issued only by the PCO.

12. **Contracting Officer's Representative**

12.1 A Contracting Officer's representative (COR) will be designated in writing by name and position title under the resultant contract.

12.2 The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract, or to take any action directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract.

12.3 When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor under such direction until the Contracting Officer has issued a modification to the contract; or until the issue has been

otherwise resolved. It is emphasized that only a Contracting officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government.

12.4 In the event that the COR is absent due to leave, illness or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR.

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	APR 2008
52.233-3	Protest After Award	AUG 1996
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (JUN 2010)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay,

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

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic
Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

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

(i) Payment.--

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

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

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

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

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

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

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

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

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

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

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

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

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

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

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

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

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

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

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

_X__ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

_X__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

_X__ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

____ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

____ (8) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (10) [Reserved]

____ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

____ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

____ (14)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Oct 2001) of 52.219-9.

____ (iii) Alternate II (Oct 2001) of 52.219-9.

____ (iv) Alternate III (Jul 2010) of 52.219-9.

____ (15) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

____ (16) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

____ (17) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (18)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

____ (ii) Alternate I (June 2003) of 52.219-23.

____ (19) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (20) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

____ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (NOV 2011).

____ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (NOV 2011

____ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__X__ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

____ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

____ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

____(29) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

____ (30) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

____ (31) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

____ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

____ (33) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (34)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (35) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (36)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

____ (ii) Alternate I (Dec 2007) of 52.223-16.

____ (37) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (38) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

____ (39)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

____ (ii) Alternate I (Jan 2004) of 52.225-3.

____ (iii) Alternate II (Jan 2004) of 52.225-3.

____ (40) 52.225-5, Trade Agreements (NOV 2011) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_X___ (41) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (42) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (43) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (44) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (45) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__X__ (46) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

____ (47) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

____ (48) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

____ (49) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__X__ (50)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

_____ (ii) Alternate I (Apr 2003) of 52.247-64.

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

_____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

_____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

_____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

_____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

_____ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

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

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through final date of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those

supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of $20,000;

(2) Any order for a combination of items in excess of $50,000 ; or

(3) A series of orders from the same ordering office within ten (10) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 days upon expiration of the contract.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder

shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to contract expiration.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 42 months.

(End of clause)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

52.229-6 TAXES--FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)

(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States and its outlying areas, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.

(b) Definitions. As used in this clause--

"Contract date," means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

Country concerned means any country, other than the United States and its outlying areas, in which expenditures under this contract are made.

"Tax" and "taxes," include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

"All applicable taxes and duties," means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

"After-imposed tax," means any new or increased tax or duty, or tax that was exempted or excluded on the contract

date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

"After-relieved tax," means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"Excepted tax," means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the U.S. Government.

(c) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(d) The contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(e) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the Contractor to the extent that the penalty was paid by the Government.

(f) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(g) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

(h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

(i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action

taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September 2012. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2012, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR Clauses http://acquisition.gov/comp/far/
DFAR Clauses http://www.acq.osd.mil/dpap/dars/dfars/

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC2011)

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

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

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

(1) ____ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) ____ 252.203-7003, Agency Office of the Inspector General (SEP 2010)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

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

(4) ____ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (SEP 2011) (15 U.S.C. 637).

(5) ____ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) ____ 252.225-7001, Buy American Act and Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83, E.O. 10582).

(ii) ____ Alternate I (OCT 2011) of 252.225-7001.

(7) ____ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).

(9) ____ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

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

(11) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).

(12) ____ 252.225-7017, Photovoltaic Devices (DEC 2011) (Section 846 of Pub. L. 111-383).

(13)(i) ____ 252.225-7021, Trade Agreements (OCT 2011) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) ____ Alternate I (OCT 2011) of 252.225-7021.

(iii) ____ Alternate II (OCT 2011) of 252.225-7021.

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

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

(16)(i) ____ 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).

(ii) ____ Alternate I (OCT 2011) of 252.225-7036.

(iii) ____ Alternate II (OCT 2011) of 252.225-7036.

(iv) ____ Alternate III (OCT 2011) of 252.225-7036.

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

(18) ____ 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

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

(20) ____ 252.227-7013, Rights in Technical Data--Noncommercial Items (SEP 2011), if applicable (see 227.7103-6(a)).

(21) __X__ 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).

(22) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data ((SEP 2011), if applicable (see 227.7102-4(c)))(10 U.S.C. 2321).

(23) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(24) ____ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)

(25) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

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

(27) ____ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).

(28) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

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

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

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

(31) ____ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

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

(1) 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

2) 252.227-7013, Rights in Technical Data--Noncommercial Items (SEP 2011), if applicable (see 227.7103-6(a)).

(3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see 227.7102-4(c)).

(5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

SUP 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Name: (b)(6), (b)(7)(C)
Address: NAVSUP Fleet Logistics Center, Site Singapore
PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657
Telephone: (b)(6), (b)(7)(C)

(end of clause)

SPS CONSOLIDATED SERVER TIME ZONE (Jun 2006) (NAVSUP)

All interested parties are hereby advised that the date and time for the Contracting Officer signature and the release of this contractual document are based on US Central Time Zone. All other dates and times are based on local time.

To calculate your time in relation to US Central Time Zone, vendors may visit the following url:
http://www.timeanddate.com/worldclock/converter.html

Disclaimer: this site is not owned or maintained by the **U.S.** Government and therefore isn't warranted to be correct. This URL is provided as a convenience only and is not intended to preclude use of other time conversion devices.

LIST OF DOC

List of Documents, Exhibits and Other Attachments

Attachment 1 MILSTD 3004B Ch1

Attachment 2 MIL-PRF-23236D

Attachment 3 Contract Administration Plan

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00004	04-Oct-2013	SP0600TR120181	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-12-D-0004
	X	10B. DATED (SEE ITEM 13) 09-Apr-2012
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
FAR 52.212-4 (l) Contract Terms and Conditions - Commercial Items

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyscyg0114156
In accordance with FAR 52.212-4 (l) Contract Terms and Conditions - Commercial Items, this modification is issued to terminate this contract for the convenience of the Government.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) DEPUTY DIRECTOR, CONTRACTING TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
_____ (Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 04-Oct-2013

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00003	28-Mar-2013	SP0600TR120181	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-12-D-0004
	X	10B. DATED (SEE ITEM 13) 09-Apr-2012
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Option to extend the Term of the Contract, FAR 52.217-9 (Mar 2000)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyscyg01139575

1. The purpose of this modification is to exercise Option Year 1 (CLIN 200X) of the above-numbered order in accordance with contract clause, Option to Extend the Term of the Contract (FAR 52.217-9) (Mar 2000).

2. As a result of the above, Option Year 1 (CLIN 200X) is increased by USD 274,200.00 from USD 274,200.00 with a new total amount of USD 548,400.00.

3. Period of Performance for Option Year 1 is from 01 Apr 2013 to 31 Mar 2014.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
_____ (Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 28-Mar-2013

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $274,200.00 from $274,200.00 to $548,400.00.

SUPPLIES OR SERVICES AND PRICES

CLIN 200X

The option status has changed from Option to Option Exercised.
The MILSTRIP has changed from SP0600TR120181 to SC06001300035.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	08-May-2012	SP0600TR120181	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-12-D-0004
	X	10B. DATED (SEE ITEM 13) 09-Apr-2012
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

Modification Control Number: nyswnw011213200

a. The purpose of this modification is to revise paragraph 7.2 under the statement of work, as follows:

7.2 The ordering officer will be responsible for:
7.2.1 Issuing task orders including oral orders.
7.2.2 Providing all cargo (fuel to be loaded for bunkering services).

b. All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) WENDY WAH / CONTRACTING OFFICER TEL: (65)6750-2544 EMAIL: wendy.wah.sn@fe.navy.mil	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 08-May-2012

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The vendor signature required has changed from required to not required.
The number of award copies required 2 has been deleted.

The following have been modified:

PWS

STATEMENT OF WORK FOR FUEL BUNKERING AND DEBUNKERING SERVICES IN SINGAPORE

1. Objective: The objective of this contract is to obtain contractor support services to provide fuel barges of various capacities to perform fuel bunkering and de-bunkering for U.S. Navy and USNS vessels requiring fuel in Singapore.

2. Background: The U.S. Navy and USNS vessels deployed to Singapore frequently require contractor support services to delivery fuel to the ships. The support required by this statement of work is primarily for providing fuel barges of various capacities to pick-up clean, on specification fuel from U.S. Government storage facilities at Port of Singapore Authority (PSA) Sembawang and deliver to the ship and/or remove clean, on specification fuel from U.S. Navy ships.

3. Scope: The scope of this requirement is limited to accomplishing the performance statement of work and the tasks identified herein.

3.1 References: (a) MILSTD 3004B Ch1
(b) MIL-PRF-23236D

3.2 Definitions:

Bunkering Services. Provide fuel barges to pick-up and deliver fuel to U.S. Navy and USNS ships.

Contracting Officer. U.S. Government employee who issued the contract and is authorized to contractually and financially commit U.S. Government.

De-bunkering Services. Provide fuel barges to remove fuel from U.S. Navy and USNS ships and dispose of in accordance with the statement of work.

F76 Fuel. Is classified as Diesel Fuel Oil Distillate.

JOB. The two (2) day process to pick-up fuel and deliver fuel to the U.S. Navy using the contracted for fuel barge.

Ordering Officer. Authorized representative of the contracting officer and U.S. Government who can place written and oral delivery/task orders against this contract.

Contracting Officer's Representative. Authorized representative of the contracting officer and U.S. Government responsible for the technical oversight of the contractor's performance.

4. PSOW:

4.1 The contractor shall provide all labor (including line handlers), materials, equipment, supervision and management to provide for bunkering and de-bunkering services to U.S. Government owned or chartered vessels.

4.2 The Contractor shall be licensed to carry the following clean petroleum products: NATO F76 (DFM). The contractor shall provide bunkering and de-bunkering services using fuel barges that are licensed for the purpose and comply with all Singaporean safety and environmental laws and regulations. Pick up point for fuel will be Port of Singapore Authority (PSA) Sembawang; delivery location for most deliveries will be Changi Naval Base (CNB). Other deliveries will be confined to ports and anchorages within Singaporean territorial waters. The Contractor shall provide a fuel barge with cargo tanks that are appropriately coated and comply with MIL-PRF-23236D (attached) and are otherwise acceptable to receive the cargo identified in the Customer's order. Tank cleanliness requirements contained in MILSPEC 3004B (ch1) Table XXV (below) are to be met prior to commencement of barge fueling operations. Certification of meeting this requirement will be delivered to the Contracting Officers Representative (COR) prior to commencement of the fueling operation. Use of copper and copper alloys (brass, bronze, etc.) in vessel compartments, pipelines, heating coils, and fittings is not permitted. Barges provided by the Contractor to accomplish the requirements under this contract are subject to inspection and acceptance by a quality assurance representative of Defense Logistics Agency (DLA) Energy and / or the contract COR prior to loading or discharging of cargo.

MIL-STD-3004B
w/CHANGE 1

TABLE XXV. Minimum requirements for the preparation of barge cargo tanks [1, 2]

LAST PRODUCT CARRIED	PRODUCT TO BE LOADED					
	Leaded gasoline, aviation	Gasoline, automotive	Turbine fuel, aviation, kerosene type F-34, F-35, F-44	Diesel fuel oil - distillate	Diesel fuel oil - residual	Lube oil
Leaded Gasoline, Aviation	A	A	B	B	B	B
Gasoline, Automotive	A	A	B	B	B	B
Turbine fuel, aviation, kerosene TYPE, F-34, F-35, F-44	A	A	A	A	A	E
Diesel fuel oil - distillate	C	C	A	A	A	E
Diesel fuel oil - residual	NO LOAD	NO LOAD	NO LOAD	D	A	E
Lube oils	NO LOAD	NO LOAD	NO LOAD	D	A	E

NOTES:

1 Legend for vessel cleaning requirements broken out into different Types are as follows:

Type	Cleaning Requirement
A	Drop lines and strip tanks.
B	All cargo and vent lines will be drained of previous product and flushed with cold water. Cargo tanks will be thoroughly machine washed using cold water. Tanks will be gas freed.
C	The same as for Type B., except that hot water will be used instead of cold water.
D	The same as for Type C above. In addition tanks and lines will be flushed with product to be loaded and examined to confirm meeting product specification. Process will be repeated as necessary until passing results are obtained.
E	Cargo tanks and systems must be cleaned in such a manner as will remove all rust, scale, sediment, and all traces of previous cargo and water

2 In all cases, cargo tanks must be free of water, loose rust, sludge, mud, silt, ballast residue, etc.

4.3 Tank Cleaning: The Contractor is responsible for barge tank cleaning and gas freeing before the bunkering/de-bunkering operation at all times during the contract period. The DLA Energy representative and/or COR may inspect tank(s) prior to the loading and validate that the product loaded is clean and on specification.

4.4 Additional delivery hoses: Contractor's barge shall be equipped with delivery hoses at least 27 meters in total length. In case delivery hoses over a distance of more than 27 meters is required, the Contractor shall provide extra hoses. When the extra hoses are required, the total length of the hoses per operation shall not exceed 54 meters.

5. TASKS:

5.1 In accordance with the oral or written delivery order issued by the contracting officer or ordering officer, the contractor shall provide a fuel barge in accordance with the specifications in this statement of work.

5.2 The contractor shall pick-up fuel at the location identified in the statement of work.

5.3 The contractor shall deliver the fuel in the quantities per ship or ships and locations identified in the oral or written delivery order.

Note 1: Deliveries to vessels moored at Changi Naval Base (CNB) are subject to vetting (inspection / security screening) by CNB officials. The vetting process is normally scheduled at first light (approximately 0700). Vetting is a requirement for delivery and must be planned for regardless of the time that actual delivery to the vessel is scheduled with no additional charges.

Note 2: Oil booming is intentionally not included as a part of this statement of work. If oil booming is required it will be provided under separate contract.

Note 3: Loading of fuel at PSA Sembawang wharf and delivery of fuel to Changi Naval Base will not occur on the same day. Common practice will be for the fuel barge to receive fuel from PSA Sembawang wharf one day prior to delivery to Changi Naval Base.

5.4 In the event that the customer vessel does not take all fuel loaded in the barge, the contractor will sell all remaining fuel on the commercial marketplace and provide payment to the U.S. Government for all product that was sold in excess of 500 gallons. Payment will be made via check to U.S. Navy Region Singapore Disbursing Office. Checks shall be made payable to "United States Treasury". The contractor will legally dispose of all unused fuel below 500 gallons at his own expense.

5.5 Demurrage Charges for Bunkering/De-bunkering (also referred to as "stand-by time" or "waiting time"):

5.5.1 If scheduled delivery or de-bunker is delayed by the Customer vessel without the fault or negligence of the Contractor, the Customer will pay demurrage fees per barge when detention exceeds 120 minutes. This detention charge will not be assessed and paid by the Customer for any delay beyond the control and without the fault or negligence of the Customer.

5.5.2 Demurrage will not be assessed outside of normal fuel operation hours of sunset to sunrise.

5.5.3 The Government will not pay nor be responsible for any demurrage fees associated with excess fuel remaining in the barge following delivery.

5.6 The contractor shall provide a fuel barge that arrives at the fuel terminal for loading or at the Customer's ship for de-bunkering operation in clean, gas-free condition, ready for internal inspection by the DLA Energy representative and / or COR.

5.7 The contractor shall provide effective connections with zero leakage for all attachments, couplings, extra hoses, and reducers used for loading and discharging of the cargo.

6. DELIVERABLES:

6.1 The contractor shall be capable of providing fuel barges in the following capacities for the bunkering and de-bunkering services required for this statement of work. Those sizes are as follows:

- FUEL BARGE - 500 MTON (APPROX. 132,000 U.S. GALLON)
- FUEL BARGE - 1000 MTON (APPROX. 264,000 U.S. GALLON)
- FUEL BARGE - 1800 MTON (APPROX. 475,000 U.S. GALLON)

6.2 Operation Charge for Bunkering/De-bunkering (CLINs X001 through X003): The Contractor shall perform the fuel delivery, bunkering and de-bunkering services after receipt of a written delivery order or oral order issued by the contracting officer or ordering officer, which will be confirmed within ten (10) days of issuance of the oral order. Written or oral delivery orders will not be placed less than 48 hours in advance of required loading time.

6.3 Actual operating performance under the terms of this statement of work means when the Contractor's barge has already been dispatched from her ordinary mooring place. The Contractor shall provide to the contracting officer/ordering officer and COR their barge information such as name, loading schedule, hose connections, load/discharge rate and the required certification along with the QA checklist for the barge prior to pre-loading operation.

6.3.1 The contractor must be able to provide the required certifications, licenses and permits (from either the prime contractor or a subcontractor) to carry petroleum products within Singapore to the Contracting Officer prior to the issuance of the delivery order. Barge substitution would be permitted where necessary at the discretion of the Contracting Officer.

6.4 Cancellation Charge for Bunkering/De-bunkering (CLINs X004 through X006): Generally the Ordering/Alternate Ordering Officer has an authority to cancel an order either orally or in writing at any time prior to the scheduled pre-loading services. If the initial order is confirmed in writing, the Ordering/Alternate Ordering Officer will issue a modification for cancellation. This cancellation charge will not be assessed and paid by the Customer for any cancellation beyond the control and without the fault or negligence of the Customer. Examples of such causes include acts of God or of the public enemy, fires, floods, epidemics and severe weather.

6.4.1 If the task order for bunkering or de-bunkering service is cancelled before the Contractor's barge leaves its regular berth (ordinary mooring place), neither the basic freight nor cancellation charge will be paid to the Contractor nor will the Contractor be entitled to any payment under the termination for convenience provision at FAR 52.212-4(l) that is separately included in this contract.

6.4.2 When the task order for bunkering or de-bunkering service is cancelled after the contractor's barge already leaves its regular berth (ordinary mooring place), the Customer will only pay cancellation charges to the Contractor in accordance with the pricing schedule. The Contractor shall not be entitled to any payment under the termination for convenience provision at FAR 52.212-4(l) that is separately included in this contract.

7. Duties and Responsibilities of the Parties:

7.1 When providing services in response to orders issued pursuant to this contract, the Contractor shall be responsible for:

7.1.1 Compliance with all Singaporean laws and regulations, including environmental laws, for the care handling storage and transportation by water of petroleum products.

7.1.2 Invoice(s) must be issued to the Ordering Officer / COR within two (2) weeks. Each invoice should include all proper information based on the requirements of FAR 52.232-25 Prompt Payment (SEP 1992).

7.2 The ordering officer will be responsible for:

7.2.1 Issuing task orders including oral orders.

7.2.2 Providing all cargo (fuel to be loaded for bunkering services).

8. For the Contractor's information purposes, the following is provided:

8.1 The Contractor's barge, which previously carried "Palm Oil," cannot be used for this contract unless the Contractor obtained a waiver from NAVSUP Energy for use of such vessels under the contract.

8.2 Berth Information:

Berth	Maximum Ship's LOA (Meters)	Maximum Ship's Beam (Meters)	Maximum Ship's Draft (Meters)	Type of Manifold (inch)	Type of Manifold (connection)
Sembawang (Berth S-5)	125	30	8.1	6"	Flange
Sembawang (Berth S-6)	125	30	9.7	6"	Flange
Sembawang (Berth S-7)	125	30	11	6" & 8"	Flange

9. PERFORMANCE REQUIREMENTS SUMMARY

PERFORMANCE REQUIREMENTS SUMMARY – FUEL BUNKERING AND DE-BUNKERING SERVICES			
Task and Contract Paragraph	Performance Standard and AQL	Quality Assurance Method	Incentives
Para 4.2 and 4.3	The contractor shall use a fuel barge with cargo tanks that are appropriately coated and cleaned.	DLA Energy representative/COR input.	Both positive and negative performance will be documented in past performance reports as appropriate. Substantial factor in whether to exercise any options.
Para 5 and 6	The contractor shall provide fuel bunkering and de-bunkering services.	DLA Energy representative/COR input.	Both positive and negative performance will be documented in past performance reports as appropriate. Substantial factor in whether to exercise any options.

GENERAL INFORMATION

1. **TYPE OF CONTRACT** - This is an Indefinite Delivery Indefinite-Quantity contract. The Contractor agrees to furnish the services at the fixed price listed in the Schedule of Services. The guaranteed minimum for this contract is $3,000.00. The maximum amount for this contract is $280,000.00 per year. If the Government's requirements for supplies or services set forth in the solicitation/contract do not result in delivery/task orders in the amount described as "estimated maximum", this shall not constitute the basis for an equitable price adjustment.

2. **DURATION OF CONTRACT** - This contract is for one base and two option periods of one year each. The base period starts on 09 April 2012 and ends on 31 March 2013. The Option Period dates are listed in the Schedule. Additionally, the Government may extend the contract for up to six months duration. Thus the total contract could be for a maximum forty-two (42) months.

3. **ESTIMATED QUANTITIES** - The quantities in the schedule are only estimates. There is no guarantee that the government will meet the estimates.

4. **CORRESPONDENCE IN ENGLISH** - All correspondence will be in English.

5. **STANDARDS FOR PROFESSIONAL SERVICES**

5.1 The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

5.2 The Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

5.3 The Contractor is responsible for ensuring that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

5.4 The Contractor shall cooperate in the reporting and investigation of any environmental or health incident connected with the services provided under this contract.

5.5 The Contractor will ensure that subcontractors comply with these requirements.

6. **HEIGHTENED VIGILANCE** - The Contractor has an obligation to be alert at all times in order to contribute to the protection of the U.S. Navy ships and Government personnel. The Contractor shall immediately report to the ship's officer, or nearest available Embassy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States personnel, property or interests. The Contractor also has an obligation to report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States personnel, property or interests.

7. **CONTRACT PRICING**

7.1 All contract prices are in United States Dollars (US$).

7.2 Prices are firm fixed price per unit and are inclusive of all costs, such as taxes, port fees, tariff, bank transaction fees, licenses, insurance, overtime, weekend and holiday rates, overhead General and Administrative (G&A) expenses, profit and or other costs or expenses associated with performance on this contract.

8. **ORDERING** - Items required under this contract will be obtained by issuing delivery/task orders under the contract. Delivery/Task orders shall be issued at least 48 hours prior to commencement of services. Oral orders are authorized but must be less than $150,000.00 and a written confirmation on SF1449 form must be provided within ten (10) days. Written orders are to be on a fully completed SF1449 form.

9. **CONTRACTOR REPRESENTATIVE** - The Government shall contact the following contractor personnel for prompt contract management: (offeror to insert)

Name of Individual:	Mr. Leonard G. Francis
Title of Individual:	Executive Group Chairman, President
Mailing Address:	15D Pandan Road, Singapore 609266

Tel No. (Work)	65 6268-5300
Fax No. (Work)	65 6262-6689

10. **Invoices**

10.1 The Contractor shall submit original invoice with three (3) copies to the address identified in the contract. Invoices must include a reference to the contract and task order number.

10.2 The Contracting Officer's Representative will review the invoices and forward to the Disbursing Office, U.S. Navy Region Center Singapore. The Disbursing Office will pay the invoices.

10.3 All payments due the Contractor under the contract shall be made in U.S. dollars by the Disbursing Office, U.S. Navy Region Center Singapore, PSA Sembawang Terminal, Bldg 7-4, Deptford Road, Singapore 759657. Unless specified on each invoice, payment will be made via wire transfer to the Contractor's designated bank.

10.4 The Disbursing Officer or his representative shall forward a copy of abstract public voucher for complete or final payment made hereunder to the Contracting Officer. This is required for file closeout.

11. **Ordering Officers**

11.1 Ordering Officers from NAVSUP Fleet Logistics Center, Site Singapore are authorized to place orders under this contract:

11.2 Orders may be issued by facsimile or by electronic commerce methods.
Designation Of Ordering Officer. NAVSUP Fleet Logistics Center, Site Singapore is responsible for issuing and administering any delivery or task orders placed hereunder. The ordering activity shall designate in writing the ordering officers who shall be authorized to place orders under this contract. The ordering activity shall provide the names of the ordering officers to the Contractor and the Contracting Officer. The Contractor shall not start performance under this contract until receipt of an order in writing or orally issued by the Ordering Officers. Ordering Officers may issue revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation of the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no-cost cancellations of orders under this contract and may reduce the scope of orders, but Termination for Convenience or Termination for Default shall be issued only by the PCO.

12. **Contracting Officer's Representative**

12.1 A Contracting Officer's representative (COR) will be designated in writing by name and position title under the resultant contract.

12.2 The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract, or to take any action directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract.

12.3 When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor under such direction until the Contracting Officer has issued a modification to the contract; or until the issue has been otherwise resolved. It is emphasized that only a Contracting officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government.

12.4 In the event that the COR is absent due to leave, illness or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	10-Apr-2012	SP0600TR120181	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-12-D-0004
	X	10B. DATED (SEE ITEM 13) 09-Apr-2012
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

Modification Control Number: nysw nw 011211544

The purpose of this modification is to provide name of the COR designated under this contract.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	WENDY WAH / CONTRACTING OFFICER TEL: (65)6750-2544 EMAIL: wendy.wah.sn@fe.navy.mil

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY nlendystah (Signature of Contracting Officer)	10-Apr-2012

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:
COR

a. The designated COR for this contract is as follows:

Name:	Mr. William D. French
Activity:	NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Code 436, PSA Sembawang Terminal, Bldg 7-4 Deptford Road, Singapore 759657

b. COR's responsibilities and performance of duties are delineated in the contract administration plan of the contract.

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM
The number of award copies required has increased by 1 from 1 to 2.

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: N4034511RCSG0035

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-12-D-0003	11-Apr-2012		N40345-11-T-0111	26-Aug-2011

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)*

8. OFFER DUE DATE/LOCAL TIME: 02:00 PM 26 Sep 2011

9. ISSUED BY CODE N40345

NAVSUP FLC SINGAPORE OFFICE
CONTRACTING DEPARTMENT (CODE 250)
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: NAICS:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/ OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE. LTD.
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163 FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$6,236,156.00 EST

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE Solicitation N4034511T0111
- [X] OFFER DATED 04-Apr-2012 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(6), (b)(7)(C)

31c. DATE SIGNED: 11-Apr-2012

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) / Supervisory Contract Specialis

TEL: (b)(6), (b)(7)(C)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1			NSP

MINIMUM GUARANTEE FOR HS PORT KLANG
FFP
THIS LINE ITEM DOES NOT ORDER GOODS OR SERVICES. IT MAY BE ISSUED ON TASK ORDER/DELIVERY ORDER OOMG FOR THE SOLE PURPOSE OF RECORDING THE OBLIGATION OF FUNDS ASSOCIATED WITH THE MINIMUM QUANTITY UNDER THE BASIC CONTRACT
FOB: Destination
MILSTRIP: N4034511RCSG0035
PURCHASE REQUEST NUMBER: N4034511RCSG0035

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		6,236,156	Lot	$1.00	$6,236,156.00 EST

HS PORT KLANG, MALAYSIA
FFP
SEE ATTACHMENT 2 FOR A COMPLETE LISTING OF ALL LLINS AND SUBLLINS FOR THIS CLIN. THIS BASE PERIOD SHALL BE FOR 12 MONTHS. ALL PRICES ARE FOB DESTINATION AND SHALL BE IN U.S. DOLLARS.
FOB: Destination
MILSTRIP: N4034511RCSG0035
PURCHASE REQUEST NUMBER: N4034511RCSG0035
MFR PART NR: R

MAX NET AMT $6,236,156.00 (EST.)

ACRN AA $0.00
CIN: N4034511RCSG00350002

ACCOUNTING AND APPROPRIATION DATA

AA: TO BE INDICATED ON INDIVIDUAL DELIVERY ORDER
AMOUNT: $0.00
CIN N4034511RCSG00350002: $0.00

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 11-APR-2012 TO 10-APR-2013	N/A	N/A FOB: Destination	
0002	POP 11-APR-2012 TO 10-APR-2013	N/A	N/A FOB: Destination	

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

PERFORMANCE WORK STATEMENT

A. DESCRIPTION OF CONTRACTUAL SCOPE

The geographic scope and region covered by this contract is the Port Klang Cruise Center (PKCC) berthing located within Port Klang, Malaysia.

1. This contract is a Firm-Fixed-Price Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract for the provision of maritime husbanding support. It is not for husbanding agency. The holder of this contract is a U.S. Navy contractor or Husbanding Service Provider (HSP). The holder of this contract is not an agent of the U.S. Navy and does not have the authority to bind the U.S. Navy. Maritime Husbanding Support is defined as: Providing supplies and services as defined in the Performance Work Statement of the contract in support of U.S. Vessels within a port area.

    a. This support is provided by a Husbanding Services provider from a standard list of services under contract.
    b. For items not supported by existing supply chains: e.g. fuel, subsistence, etc.

c. "Non-Priced" incidentals that cannot be identified at this time, but are in the scope of the contract.

2. Users authorized to use this contract are United States Navy Commands, United States Marine Corps (USMC), Military Sealift Command (MSC), and the United States Coast Guard (USCG). Other users including the United States Army (USA) shall require specific authorization from the Contracting Officer to use this contract or have a Contracting Officer's Representative designated.

3. This contract is for a base period of twelve (12) months and includes FAR52.217-8 OPTION TO EXTEND SERVICES clause. If the six (6) month extension of performance of services is exercised under FAR 52.217-8, the maximum duration of this contract is 18 months.

4. The HSP shall assure that supplies and services arranged on behalf of the authorized ordering officer conform to the general requirements of the contract in accordance with this PWS. The HSP shall assist the SUPPO or authorized ordering officer with resolving any problems in meeting the requirements.

5. Minimum guarantee for this contract is US$1,000.00.

6. The Maximum value of all orders placed under this contract shall not exceed $15,765,945.48.

B. QUALITY

1. The HSP shall provide goods and services at requested delivery times at fair and reasonable prices to ships and other authorized users making port visits, provide continuous oversight of costs and performance throughout the area covered by this contract, and make meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. This contract and PWS do not specify how the HSP is to perform, but instead provide measurable performance standards, which are established in the Quality Assurance Surveillance Plan (QASP) to monitor contract performance during each ship's visit.

2. The percentile goals in the QASP are fixed for each factor. The failure of the HSP to meet the percentile goal for any factor will be investigated and evaluated by the Contracting Officer. The HSP will be given the opportunity to refute an adverse assessment prior to finalizing the metric for a quarter.

C. PRICING – SEE ATTACHMENT 2

Note: Firm Fixed pricing is required for all lot line items listed in the Attachment 2 schedule; regardless of whether pricing is separately controlled by commercial port authorities (including prices controlled by Port Klang Cruise Center). The firm fixed pricing included in the contract's Attachment 2 schedule shall apply throughout the performance period of the contract notwithstanding increases or decreases in the prices charged by the commercial port authorities or the extent to which supplies and services included on the Attachment 2 schedule are added to or deleted from "port tariff" schedules issued by commercial port authorities. The government has intentionally limited any price risk to the contractor that may result from changes by commercial port authorities by limiting the term of the contract.

1. The services described in this PWS are performance based. All prices as a result of this contract are firm-fixed prices. Pricing for all supplies/services shall, include at a minimum, unless otherwise specifically

provided on an applicable price schedule, all necessary equipment, licensed operators, all liability insurance as required by local laws, holiday and overtime costs, customs clearances, mobilization, demobilization, removal, disposal, pre-positioning, staging, vetting of operations, fuel and operating expenses associated with performing the entire cycle to deliver and dispense with the logistic services described in this contract. In layman terms, all services are 'all inclusive' of all pricing variables and contingencies unless specifically stated otherwise in the pricing. These Fixed Prices shall also include performance at night, overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, other inclement weather, or service to tankers and ships carrying explosives. These requirements do not include performance during typhoons except where ships are required to depart in advance of typhoons as part of a typhoon evasion plan. Performance is not required during periods when operations have been suspended by host nation port authorities. The HS Contractor will not be liable for performance delays and will be entitled to payment for services (at the rate quoted in the Attachment 2 schedule for that line item) provided during periods where operations have been suspended by host nation port authorities. The HSP shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the U.S. Government.

2. Fees for Husbanding Services cover regular and overtime labor of contractor personnel supporting the ships plus indirect expenses, including all management, overhead and office expenses as well as profit.

3. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and/or labor is along-side the vessel and capable of operations. For the purposes of this contract, one (1) day is equal to 24 hours and begins with the performance of service. For example, service from 1800 until 1800 the next calendar day is equal to one (1) day of service. In cases where the billing unit is 'day' and a full day of service is not used by the Ordering Activity, the HSP shall be entitled to bill for one day of service. For example, if a sub lot line item with a billing unit of day were ordered and used for 30 hours, the HSP would be entitled to bill for two days of service. In cases where the ship does not arrive at the time specified in the ordering LOGREQ and services are made available based upon the time requested in the ordering LOGREQ, billing for services may commence at the time requested by the Government unless notice of cancellation is provided by the Ordering Activity or the organization authorized to pass this information on behalf of the Ordering Activity.

4. Repositioning is defined as: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions. Where a ship is at anchorage and the Ordering Activity requests repositioning of equipment, the HSP may be entitled to additional fees for repositioning to be determined by use of:

    a. Prior agreement of the Ordering Officer in cases where the total repositioning costs do not exceed $3,000
    b. Prior agreement of the Contracting Officer in cases where the total repositioning costs exceed $3,000.

5. Non-Priced Incidentals: As part of the husbanding service provider's proposal, a purchasing process and system for pricing items along with an Online Pricing Application (OPA) tool (see the PWS for Cost Reporting for the OPA tool requirements) will be proposed and accepted by the Government, which will included sufficient safeguards so that the Contracting Officer or Authorized Government Representative may determine the incidental's prices as fair and reasonable. Pricing of supplies and services for items not pre-priced within a line item (e.g., incidentals and OOTW supplies or services) shall be in accordance with the HSP's proposed purchasing/pricing process (implemented by the OPA) that was accepted by the Government upon contract award.

6. Fuel and provisions will be treated as non-priced incidentals. The HSP will be fully reimbursed for non-priced supplies and services in per the OPA approach for these items. The HSP will be able to charge a fee

for providing the fuel and provisions. These fees will be fixed price under line items XX17AA and XX18AA.

7. Purchase Card Surcharge: The U.S. Government reserves the right to make payment by purchase card. All purchase card surcharges will be identified as a separate entry on each invoice. Surcharges are not authorized for priced items as the fixed price must include the use of the purchase card.

8. The Government reserves the right to negotiate firm-fixed pricing at any time for any non-priced items that are determined to be reoccurring and covered by the contract terms and conditions.

9. Pricing for supplies and services for all countries will be expressed in U.S. Dollars and shall be billed in the units of the respective LINE ITEMs as detailed in Attachment 2.

10. Definitions for the "Unit" abbreviations are as follows:

    CM = Cubic Meter
    DY = Day (Refers to a 24-hour period beginning at start of service unless stated otherwise)
    EA = Each
    GL = Gallon
    HR = Hour
    JB = Job
    LOT (LT) = A lot (LT) is a deliverable item or group of items with a separate and distinct unit price.
    MT = Metric Ton

D. SHIPS'S LOGISTIC REQUIREMENTS (LOGREQ)

1. U.S. Navy ships and other activities authorized to pass LOGREQ requirements on behalf of Ordering Officers will provide, via e-mail, a copy of the unclassified "logistics requirements" (LOGREQ) message directly to the HSP. This LOGREQ may include logistical requirements that are pre-priced under the contract and logistical requirements that are not pre-priced under the contract. The LOGREQ is an order for logistical requirements that are pre-priced under the contract. The HSP shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning price performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Operations Officers, and NAVSUP Fleet Logistics Center Site Singapore.

2. After receipt of a LOGREQ the HSP shall make such arrangements for pre-priced items as necessary with port authorities, other U.S. Government Contractors, and other commercial firms to provide supplies and services requested. The HSP shall confirm receipt of the ordering LOGREQ (to the activity who provides the LOGREQ to the HSP) within 24 hours. Confirmation of receipt shall be made by email to the activity passing the LOGREQ.

3. The HSP shall furnish to the ordering activity and NAVSUP Fleet Logistics Center Site Singapore Contracting Officer a pre-arrival cost estimate in response to the receipt of a LOGREQ. This estimate will be prepared using the **Attachment 2** spreadsheet format, and will include estimated prices for items submitted on the LOGREQ and pre-priced in the contract. It will not be sufficient to simply say that the estimated price is "per contract. " This estimate shall be provided to the ordering officer and the NAVSUP Fleet Logistics Center Site Singapore Contracting Officer via email within (48) hours of receipt of the LOGREQ. This report shall also include cost saving or avoidance recommendations and will explain any anticipated "additional" costs. A LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

4. Ships will not provide force protection requirements in an unclassified LOGREQ message. The activity to which this message is addressed will contact the HSP and pass the ship's force protection requirements for action. The HSP shall confirm with the ship that these force protection requirements received have been actually ordered by the ship prior to beginning performance. The ship's Supply Officer (SUPPO) or Commanding Officer may also request additional force protection requirements not covered by the force protection LOGREQ by email, telephone, or personally upon the ship's arrival. The HSP shall coordinate with the SUPPO before providing any additional force protection. If any other activity or individual orders force protection services (i.e. NCIS, etc) not covered in the ship's force protection LOGREQ provided to the HSP, the HSP is required to immediately inform the ship and receive confirmation prior to beginning performance of these services. Organizations such as NCIS and DAO are not authorized Ordering Officers under this contract unless specific authorization is given by the Contracting Officer, therefore, they have no contractual authority to place orders. Any services provided in this contract ordered by an entity otherwise described in this contract shall be provided at the HSP's own risk and shall result in no additional cost to the government.

5. If a ship requires supplies and services during the course of a port visit that are not included on the schedule of supplies and services at Attachment 2 as pre-priced, TBD, or NSP (not separately priced), the supplies and services will be acquired using the online pricing application procedures specified in LLIN XX20, Incidentals.

E. ADVANCE LOGISTICS RESPONSE TEAM

1. In the event that a Logistics Response Team for a ship arrives in port prior to a ship's arrival, the HSP will assist the logistics response team by providing logistical support and coordinating all requirements.

2. When the HSP provides support for a Logistics Response Team so that it can perform its mission, the HSP shall bill at the "Subsequent Days" daily rate for husbanding services for each day of support provided "in person" to the logistics response team.

F. INITIAL BOARDING

1. The HSP shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival. All HSP personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port. All correspondence shall be in English. The HSP is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered. Upon initial boarding the HSP shall provide all emergency telephone numbers, i.e. police, hospitals, firefighters, shipboard generated industrial waste (SGIW) disposal and hazardous material (HAZMAT) and oil spill response. The HSP shall visit the ship at least once per day and shall be available on call at all times (24 hours per day, seven days per week) to assist the ship with requirements and to resolve problems.

2. The HSP shall brief the ordering officer(s) about ordered services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HSP shall provide its POC information with 24-hour contact phone numbers.

3. The HSP shall provide the ordering officer(s) with copies of applicable port tariffs and current prices for frequently ordered services, and with any other information provided by other government agencies for distribution. The HSP shall be prepared to take additional ships' orders for supplies or services not placed in the ordering LOGREQ.

G. ORDERING SUPPLIES AND SERVICES AFTER RECEIPT OF A LOGREQ

1. After receipt of a LOGREQ, the HSP must first use Host Nation (HN) services and supplies that can be provided free of charge by the host nation. If services and supplies are not available free of charge from the host nation, they must be provided if within the scope of this contract. The Contracting Officer will be notified if there is a question regarding the scope of the contract. U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or, if the port-provided supplies and services are less expensive than similar services provided by the HSP or its subcontractors, or finally provide it themselves to include subcontractors. Where the reasonable cost of mobilization/demobilization for U.S. Government owned equipment exceeds the quoted price of the sub lot line item it is intended to replace, the HSP shall use the least cost alternative to meet the requirement. If, for any reason, an item that would otherwise be provided by the Government, host nation, or port authority is not available, that item shall be provided by the HSP at the price quoted in the **Attachment 2** pricing schedules.

2. Passing Requirements to other U.S. Government agencies or contractors: The HSP may be required to coordinate and pass orders on behalf of the ship, to include transmission via fax or e-mail, to other U.S. Government Supply Chain agencies or contractors holding U.S. Government contracts (e.g., Defense Supply Center Prime Vendor (DSCP) or DLA-Energy for various supplies and services required. Any disputes or discrepancies arising from the order will be resolved directly between the ordering officer and the other agency or Contractor(s).

3. The U.S. Government will not pay the HSP for any personal requests from individual crewmembers, whether military or civilian.

4. Morale Welfare and Recreation (MWR) Services: The HSP may be required in assisting the ship in booking MWR trips, tours, hotel accommodations, or other MWR type items. If another U.S. Navy authorized Information, Ticket and Tours (ITT) contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If awarded, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

5. Pre-Departure Visit / Bill Payment: The HSP shall schedule a visit to the ship one day prior to its departure date in order to present invoices which can be validated, accepted and certified for payment. Written receipt for acceptance of all goods and services shall be obtained during this visit. The ordering activity shall provide or schedule payment for all finalized invoices prior to departure where the content of the invoice is not disputed. The HSP shall obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer, Contracting Officer Representative (COR) or Contracting Officer. The HSP shall relay at that time any late information on pilot and tug schedule changes and any additional information applicable to the ship and its departure.

6. Money Exchange Services: The HS Contractor shall arrange for authorized moneychangers to exchange U.S. dollars for ship personnel into local currency. Money Exchange services shall be made available onboard ship to crewmembers at least two hours daily with buy-back service on the day before the ship's departure. The moneychangers may include a commission of not more than plus or minus 1.5% difference from the Official Exchange Rate. A locally-available and verifiable currency exchange rate may be used as the Official Exchange Rate. Verification of the exchange rate shall be provided to the Ordering Activity at the time of service. The HS Contractor shall maintain adequate records justifying its basis for determining the Official Exchange Rate and shall make those records available to the U.S. Government upon request. This Official Exchange Rate will be used for financial conversions not covered by payments in U.S. dollars.

7. Laundry Services: The HS Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Laundry and dry cleaning services that are required by the ship from the laundry and dry cleaning vendor will be ordered from the vendor by the ship. Payment for services will be made by the ship to the vendor rather than through the HS Contractor. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure. The HS Contractor shall assist in resolving vendor billing discrepancies.

8. Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

9. Immigration, Customs and Visa: The HS Contractor shall assist ship personnel with immigration, customs and visa requirements into the country of the port visit.

10. Medical Emergencies: If requested, the HS Contractor may be required to make arrangements for emergency medical treatment of ship's crewmembers while the ship is in port. In cases where a member is airlifted into a port by the ship, the HS Contractor, in coordination with the U.S. Consulate/Embassy, will arrange for proper medical care until the member can be returned to the ship, or evacuated to the United States. If there are costs associated with arranging these services, the HS Contractor shall obtain approval from the SUPPO/Contracting Officer prior to providing the support.

11. The HS Contractor shall facilitate the ship's timely departure. The HS Contractor shall provide timely invoices of provided services and supplies to the Supply Officer at the time of the pre-sailing visit. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided. The HS Contractor shall remove all provided equipment.

H. UNIQUE / PARTICULAR SITUATIONS

1. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within 3 days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back on Saturday, Sunday or Monday, it will be charged subsequent day fees. If the ship comes back Tuesday, it will be charged the first day rate). Each time a ship enters or departs port, the port visit will be reported as separate port visits (different submissions into the OPA and Log SSR).

2. If a ship comes into port and does not notify the HSP or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days as applicable.

3. The HSP is required to be able to simultaneously husband five (5) separate ships in this port, to include one (1) large ship in a single port simultaneously (e.g., one aircraft carriers).

4. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HSP shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office.

5. Short Notice Orders: If orders are issued less than 48 hours prior to the required time for the start of performance, the HSP shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

I. CANCELLATION OF ORDERS

1. Unless otherwise provided herein, in the event an order, or any portion of an order, is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. If several deliveries are required to satisfy an order or portion of an order, i.e., garbage pick-up and disposal on each of five days, then the 48-hour notice period shall be computed from each of the required delivery dates. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled "Termination for the Government's Convenience (FAR 52.212-4)", of the clause entitled "CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS."

2. In rare cases, when ordering items requires long lead times, the Government may apply the Termination for the Government's Convenience clause as referenced above even though an order was cancelled prior to 48 hours before a required delivery.

3. In every case, the HS Contractor is responsible for taking all necessary steps to mitigate the U.S. Government's damages or termination costs. As part of its mitigation, the Government reasonably expects that the HS Contractor shall consider these cancellation rights as it enters into agreements with its subcontractors and suppliers.

Note: Although a supply or service may be described as part of the line item descriptions, the only items that are being acquired under the contract are the supplies and services that are listed on the price schedules for each lot.

J. LINE ITEM DESCRIPTIONS –

LINE ITEM XX01 - FIRST DAY/SUBSEQUENT DAY HUSBANDING SERVICES (ANCHORAGE AND PIERSIDE)

1. The HSP shall provide husbanding services to ships visiting the ports in the Region covered by this contract. Line Item XX01 requires that the HSP perform all services and provide all supplies necessary to fully comply with the tasks and responsibilities described at paragraphs A-H above unless a task or responsibility is specifically included in a separately-priced Line Item below. The HSP's responsibilities under these Line Items start prior to the arrival of the ship and continue after the ship's departure.

2. The husbanding fee is based on the First Day and Subsequent Day(s) of the ship visit. A husbanding fee may be provided to the HSP for services rendered prior to the ship's visit, i.e. assistance to the ship's logistics response team. Per Attachment 2, the husbanding fee shall be the same amount for all ships with a crew complement of less than 1000(primary ships), with an additional rate for extremely large ships with crew sizes of 1000 or more (large ships).

3. The HSP is responsible for providing and coordinating the FP services described in paragraphs 2-6 and 8-15 of the PWS description for Line Items XX13, XX14, and XX15 as part of their Husbanding Services under Lot Line Item XX01.

LINE ITEM XX02 - TRASH REMOVAL

1. Trash removal service is the collection and disposal of refuse (i.e., trash) including liquid, semi-liquid, or solid garbage. Refuse does not include explosives and incendiary waste, or waste contaminated by medical and radiological processes.

2. The HSP shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse.

3. For ships at pier side, the HSP shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulation, or barges alongside the ship. The HSP shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.

4. For trash collection by barge, the HSP shall provide trash barges/scows (with tug service if barge is not self-propelled) for ships at anchorage. The barges shall be completely empty at time of arrival at the ship. In situations where an empty barge is not available, the HSP shall provide a system to measure the volume of trash deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of the trash. The HSP shall have ready access to sufficient barges and equipment to support multiple ships at anchorage simultaneously. The barge's crew shall be entirely responsible for the tending of lines and for barge's security. The movement of trash from the ship to the barge shall be performed with care by the ship's sailors. The HSP shall remove trash at the times agreed to by the HSP and Supply Officer.

5. The trash barge shall have suitable Yokohama or equivalent type self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. Services shall be provided on a continuously alongside basis when requested by the ordering activity or by the FLC Singapore Contracting Officer. Demurrage, standby charges, or other detention charges are not payable regardless of the scheduled or continuously alongside disposal method specified by the Ordering Officer or FLC Contracting Officer. In other words, the offered price is all-inclusive and fully burdened.

6. In instances of bad weather or emergency where the ship must depart on short notice, the HSP shall remove barges within four hours of being directed to do so by the ship. Should a vessel with a trash barge alongside experience an emergency where the ship must depart, the SUPPO will advise the HSP at least four (4) hours in advance for the barge pick-up.

7. The HSP shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The HSP is also responsible to follow any environmental regulations required by each country. The HSP is required to keep all disposal certificates and shall make them available to the Contracting Officer upon request.

8. Refuse containers, when used and when emptied, shall be returned to their original position with the lids (if any) replaced thereon.

9. The HSP shall be paid based on the ACTUAL CUBIC METERS of trash removed.

10. Where trash is required to be segregated, the Ordering Activity shall be required to segregate the material at the time of disposal. The HSP shall be responsible for providing separate containers for each vessel, clearly marked with the required categories and for informing the Ordering Activity, upon arrival, that segregation is required. If the Ordering Activity does not segregate trash as required, the HSP shall inform the Ordering Activity and Logistic Support Representative (LSR) prior to departure and bill for the cost of trash segregation within 48 hours after the vessel's departure.

LINE ITEM XX03 – FLEET LANDING

1. When ordered by the ship, the HSP shall furnish services/supplies for the fleet landing area. The following is a list of the basic supplies and services that a ship may need.

2. FLEET LANDING. HSP shall provide the sub-line items specified in this Line Item and shall provide a unit price for each sub-line item. The unit price shall be per day for each item. Mobilization/demobilization charges shall be included in sub-line item price. Fleet Landing services include the following:

    a. PORTABLE TOILET UNIT SERVICES. The unit price shall be for a single commode and one (1) urinal. The daily rate shall include pumping and cleaning as many times as necessary to ensure clean, sanitary condition and providing all chemicals, cleaning products and toilet paper. The HSP shall check toilet facilities at least every six (6) hours to ensure cleanliness.

    b. PORTABLE ELECTRIC GENERATORS. The HSP shall provide a portable, gasoline powered, electric generator capable of supplying power to portable lighting and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). Generator shall be at least 5KW with circuit breaker protector. Daily rate includes fuel, oil, and necessary consumables to operate the generator, transportation, set-up, dismantling and labor.

    c. Any other supplies, services or quantities of supplies and services other than those listed above shall be provided in accordance with the procedures set forth in LINE ITEM XX20.

LINE ITEM XX04 – BROW SERVICES

1. BROWS

    a. Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The HSP shall provide the brows specified in the schedule as ordered by the ship. A range of brow sizes is provided in each of the sub lot line items of lot line item XX04. All brows provided by port authorities, host nation, or US Government shall be billed at cost as port tariff items. Mobilization, demobilization, setup and placement shall be included in the proposed unit price of all XX04 sub lot line items.

    b. Due to the height difference between the submarine deck and pier, the HSP provided submarine brow must afford personnel a smooth and safe transit when entering or exiting the submarine deck. The submarine brow must be capable of supporting shore power cables without damaging the cable.

2. MOBILE CRANE SERVICES

    a. The HSP shall provide mobile crane services (shore crane) with operator(s). The HSP shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HSP shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each mobile crane ordered.

    b. Crane services under this Line Item are for land cranes only. Floating cranes are to be provided and billed under Line Item XX20 procedures if required.

3. FORKLIFT SERVICES

    a. The HSP shall provide forklift services with operator(s). The HSP shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. Upon the Supply Officer's request, the HSP shall provide information concerning forklift/lifting capacity. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HSP shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered.

LINE ITEM XX05– SHIP MOVEMENT SERVICES (PILOTS, TUGS, LINEHANDLERS)

1. The HSP shall arrange pilots, tugs, and line handlers as ordered. The HSP shall coordinate with port authorities, as necessary, to ensure that the services are available at the times requested.

2. The HSP shall provide tugs to bring ships to and from berthing locations. Tugs shall be 3-4000 HP Z-peller type tugs.

LINE ITEM XX06 - WATER FERRY/TAXI SERVICES

1. The HSP shall provide water taxis to transfer ship personnel to and from the ship and the fleet. At the commencement of service, the HSP is required to advise the ship of scheduled breaks and any changes to the taxi service schedule. The HSP shall provide water taxi service when the vessel is expected to be at anchorage for twenty-four (24) hours or more. Water taxi service shall be always available, with the exception of inclement weather, during the two (2) one-hour meal breaks and during refueling.

2. Taxi water service shall include a minimum of two (2) qualified operators (a driver and one other operator), any other helpers or crew members required by local authorities, all insurance, fuel, holiday surcharges, overtime, and other operating expenses. Operator qualifications are set forth in paragraph (14) below.

3. Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the ship. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection. The HSP shall be entitled to a six (6) hour minimum rental fee in cases where actual usage is less than six hours per day.

4. If the HSP cannot provide the size of water taxi ordered, the HSP shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event the ship will be charged for the size of the water taxi ordered. For example, if one (1) 250-pax water taxi is ordered and is not available, then two (2) 125-pax water taxis shall be provided for the rate of one (1) 250-pax water taxi, if acceptable to the Ordering Officer.

5. The HSP shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the port or the country in which the port is located. Apart from compliance with local laws and regulations, the HSP shall meet all additional requirements as set forth throughout the PWS. Water taxi shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, and fitted for service required. Further, water taxi shall be in a clean condition when presented for service and shall be free of debris.

6. Each water taxi shall be equipped with at least one clean and serviceable life jacket for each passenger and crewmember, and all jackets shall be stowed in a readily accessible place.

7. Except as otherwise specified herein, the service shall include all equipment needed to transport personnel between the vessel anchored in the outer harbor, or in the inner harbor, fleet landing, or any designated pier or berth within the port. If it becomes necessary to change the landing point of the water taxi (pier or berth) within the port, the HSP shall dock at the new landing point. In the event this occurs, it will be considered to be a "Change" to the contract.

8. All water taxis used by the HSP shall provide overhead covering.

9. Before the commencement of any services under this contract, the HSP shall make the water taxi available to the Ordering Vessel's Commanding Officer or designated representative for inspection.

10. The following information shall be conspicuously posted in each water taxi shall be in English and the language of the country in which the port is located:

    a. Current operator's/captain's license.
    b. Passenger/weight capacity limits notice.
    c. Location of life jackets and other life saving equipment.
    d. Location of all exits indicated in large letters.
    e. Emergency procedures.

11. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

12. 'Adverse weather' conditions are weather conditions in which operations of water taxis are unsafe for passengers and shall be determined by the Commanding Officer, Command Duty Officer, Operations Officer, or the Officer of the Deck. Operation of the water taxi shall be in a safe and seaworthy manner.

13. The consumption of alcoholic beverages shall not be permitted aboard the water taxi.

14. Operator Qualifications: All personnel or employees of the HSP operating water taxis, shall have all certification required and issued by the law of the country in which the port is located for the operation of the type, class, or size of water taxi being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the water taxis are to be operated to ensure the water taxis are operated in a safe and seaworthy manner. At least one operator on each boat must speak English.

15. Security: During the term of this contract, the ship(s) to be serviced will provide adequate and sufficient security personnel for maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the ship's Commanding Officer or designated representative. When such naval personnel are embarked in a HSP-operated water taxi, he will be responsible for the good order and discipline of naval personnel.

16. In the event of a water taxi breakdown, immediately prior to, or during a trip, the HSP shall immediately provide a replacement water taxi that complies in all respects with this contract, at no additional cost to the U.S. Government. If a water taxi is not operable when required under this contract, the HSP shall immediately provide at no additional expense to the U.S. Government, a replacement water taxi which complies in all respects with this contract.

17. Any personal articles or items found on the water taxi after completion of each trip shall be turned over to the ship's Security Officer or his direct representative.

18. To verify a claim by the HSP for any damage or destruction caused by the U.S. Government, it shall be the responsibility of the HSP to ensure that the water taxi is jointly inspected before and after each trip by the HSP and an authorized representative of the U.S. Government.

19. When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

20. Inspection and acceptance criteria for water taxi services. The Commanding Officer or his designated representative of the ARMY/USS/USNS/USCG ship shall inspect and accept all liberty boats/water taxis prior to transporting any personnel. Each order for liberty boat/water taxi services is made on the basis that the request is to be considered a final order/obligation of the US Government only after each water taxi has been inspected and accepted by the ship's representative. The ship's Commanding Officer is solely responsible for the safety of his crew and the subsequent acceptance of liberty boat/water taxi services. The following features or components may be inspected prior to acceptance. The following items must be functional and in safe operating condition:

    a. HULL
        i. Watertight integrity of weather decks, bulkheads, watertight closures and interior hull structure.
        ii. Superstructure (including masts and stacks).
        iii. Railings, bulwarks and their attachment to hull, especially guardrails and lifelines.
        iv. Provisions for drainage of seawater from exposed decks.

    b. MACHINERY
        i. Main propulsion and auxiliary machinery essential to operation of craft.
        ii. Sea and bulkhead closure valves.
        iii. Bilge suction strainers and dewatering systems bilge pumps to be tested by operation.
        iv. Bilges free of flammable liquids.

    c. ELECTRICAL
        i. Cables.
        ii. Navigation, deck and emergency lighting.
        iii. Rotating electrical machinery, e.g., generators and motors.
        iv. Storage batteries.

    d. LIFESAVING EQUIPMENT
        i. Life preservers sufficient number for maximum capacity of craft, accessible and in satisfactory condition.
        ii. Life raft(s) and hydrostatic release (where applicable) sufficient for maximum capacity.
        iii. First aid kits, life rings and distress lights.
        iv. Distress signaling devices.

    e. FIRE FIGHTING EQUIPMENT
        i. Fire pump passes fire pump pressure test.
        ii. Portable fire extinguishers (eg. CO2 cylinders)

    f. STEERING APPARATUS

g. MISC SYSTEMS AND EQUIPMENT
   i. Harbor charts.
   ii. Ground tackle and mooring lines.
   iii. Whistle/fog horn, bell.
   iv. Compass.
   v. Radar.
   vi. 2 way radio capable of bridge to bridge communications.
   vii. Current licenses.

21. The HSP shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for U.S. Government review and inspection.

LINE ITEM XX07 – GENERAL CHARTER & HIRE ITEMS

1. YOKOHAMA OR COMPARABLE TYPE FENDERS

   a. The HSP shall furnish Yokohama or comparable type fenders for all classes of ships in accordance with the Schedule of Supplies and Services (attachment 2). Fenders provided shall be appropriate and safe for the class of ship and pier configuration. The fenders quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub lot line item (SUBLINE ITEM) for a daily rental fee PER Yokohama or comparable type fender, and there is another SUBLINE ITEM for all costs associated with installation, and removal of one fender, as well as round trip costs associated with transport of the fender from another port or storage location, if required. If no price is provided for installation/mobilization, then the costs are included in the daily rate.

   b. The daily rate for the fenders must include all costs for mobilization and demobilization, installation and de-installation to include tugs if barges are not motorized. If camels are not available locally and the HSP is required to transport them from one port to another port (including return) there will be a separate charge (to be approved by a Contracting Officer prior to mobilization) for transportation for each fender.

   c. The HSP shall provide fenders with a minimum of two (2) mooring lines. Minimum standards are 2.5 meters in diameter or larger.

2. CAMELS, BREASTING, AND FENDERING BARGES

   a. The camels shall be flat surface platforms to be placed alongside the pier and sufficiently capable of breasting the ship away from the pier or from other ships.

   b. The HSP shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable Yokohama or equivalent type self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. Services shall be provided on a continuously alongside basis when requested by the ordering activity or by the FLC Singapore Contracting Officer. Demurrage, standby charges, or other detention charges are not payable regardless of the scheduled or continuously alongside disposal

method specified by the Ordering Officer or FLC Contracting Officer. In other words, the offered price is all-inclusive and fully burdened.

c. The daily rate for the camels that are available locally must include all costs for mobilization and demobilization, installation and de-installation to include tugs if barges are not motorized. If camels are not available locally and the HSP is required to transport them from one port to another port (including return) there will be a separate charge (to be approved by a Contracting Officer prior to mobilization) for transportation for each camel.

3. LANDING BARGES

a. The landing barges shall be flat surface barges for positioning at the stern or side of the vessel to serve as a loading/unloading platform for water taxi personnel or cargo; they shall not interfere with the operations of the ships' elevators or other equipment. Although landing barges are primarily used for "Larger Ships", they may be ordered for use with any class vessel.

b. The barge shall have suitable Yokohama or equivalent type self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. Services shall be provided on a continuously alongside basis when requested by the ordering activity or by the FLC Singapore Contracting Officer. Demurrage, standby charges, or other detention charges are not payable regardless of the scheduled or continuously alongside disposal method specified by the Ordering Officer or FLC Contracting Officer. In other words, the offered price is all-inclusive and fully burdened.

4. OILY WASTE REMOVAL (TRUCK AND BARGE)

a. Oily Waste is defined as any liquid petroleum product mixed with wastewater and/or oil in any amounts, which, if discharged overboard, would cause or show sheen on the water. The HSP shall dispose of any combination of oily waste and grey water as oily waste.

b. Oily Waste is measured by Cubic Meter (1CM = 264.2 Gallons). The HSP shall submit, as an attachment to the invoices for disposal services, a document verifying the quantity collected and the name of the disposal plant where the oily waste have been or will be disposed.

c. The HSP shall comply with the environmental requirements of each country where oily waste is disposed and shall be liable for any costs incurred as a result of the HSP's failure to comply with such requirements. The HSP shall keep all disposal certificates and shall make them available to the Contracting Officer upon request. If the ship concurs with the volume, the ship will pay for the entire amount.

d. Oily Waste Removal involves the collection of Oil and Aggregate Water generated by the ships. The requiring vessel will pump this waste into HSP-provided tanks or barges. The HSP shall provide all equipment and facilities required to remove oily waste, including hoses and connections compatible with the ship being serviced. The HSP shall provide hoses of sufficient length from equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

e. In all cases when a ship orders oily waste disposal services, the HSP shall invoice and will be paid the for a minimum daily quantity of 60 CM for providing the disposal services, even if the oily waste quantity pumped and disposed that day is less than the 60 CM minimum quantity.

f. In the event the HSP subcontracts oily waste disposal, the HSP shall be liable for any costs incurred as a result of the disposal operator's failure to comply with local requirements.

g. The HSP shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed. The Government reserves the right to independently verify the volume of discharge using certified flow measuring devices. The Government reserves the right to request a written statement from the HSP describing the method of measurement used to determine the amount of Oily Waste removed from the vessel.

h. When removal is done via barge, the HSP shall provide a barge with suitable Yokohama or equivalent type fendering and a minimum of four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. The HSP shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements. Services shall be provided on a continuously alongside basis when requested by the ordering activity or by the FLC Singapore Contracting Officer. Demurrage, standby charges, or other detention charges are not payable regardless of the scheduled or continuously alongside disposal method specified by the Ordering Officer or FLC Contracting Officer. In other words, the offered price is all-inclusive and fully burdened.

5. INTERPRETER SERVICES

a. The HSP shall provide interpreter services when ordered. The interpreter shall be fluent in both spoken and written local language and English.

6. PRATIQUE

a. The HSP shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

7. STEVEDORE SERVICES

a. The HSP shall provide stevedores for general labor. Billing shall be at the hourly rate for worker.

LINE ITEM XX08 - COLLECTION, HOLDING, AND TRANSFER (CHT)

1. The HSP is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships throughout the area covered by this contract. The HSP shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The HSP shall be responsible for the supervision of the collection, transportation and disposal services to avoid any overflow of waste on the barge and at the pier. Services shall commence upon ship's arrival whether, at anchor or pierside. The HSP shall pre-position CHT barges, when necessary, in accordance with force protection or other requirements.

2. The HSP shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3. The HSP shall remove sewage from the ship in HSP-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

4. The HSP shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT. The Government reserves the right to use its own metering device to verify measurement of sewage discharge.

5. The HSP shall provide CHT hoses of sufficient length from HSP equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6. The HSP shall properly dispose of all sewage whether by pier-side or at anchorage.

7. The CHT service shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the HSP shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT.

8. The HSP shall submit, as an attachment to the invoices, a document (certified by the ship's personnel) that indicates the quantity collected and the name of the disposal plant where the CHT will be disposed. The Government reserves the right to independently verify the actual volume of CHT discharged using a certified flow measuring device provided by the HSP. The Government reserves the right to request a written statement from the HSP describing the method of measurement used to determine the amount of Oily Waste removed from the vessel.

9. The HSP shall follow any environmental regulations required by each country. If the ship concurs with the volume, the ship will pay for the entire amount.

10. The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the HSP's report in writing. The HSP is also responsible to keep all disposal certificates and shall make them available to Contracting Officer upon request.

11. When CHT removal is via barge, The barge shall have suitable Yokohama or equivalent type self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. Services shall be provided on a continuously alongside basis when requested by the ordering activity or by the FLC Singapore Contracting Officer. Demurrage, standby charges, or other detention charges are not payable regardless of the scheduled or continuously alongside disposal method specified by the Ordering Officer or FLC Contracting Officer. In other words, the offered price is all-inclusive and fully burdened.

In all cases when a ship orders CHT disposal services, the HSP shall invoice and will be paid the for a minimum daily quantity of CHT for providing the disposal services, even if the CHT quantity pumped and disposed that day is less than the 60 CM minimum quantity.

LINE ITEM XX09 - FRESH POTABLE WATER

1. Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

a. Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See below:

1. Contaminant levels for inorganic chemicals (effective 1 January 1993)

CONTAMINANT	*MCLG (mg/L)* [1]	*MCL (mg/L)*	*AL (mg/L* [2]*)*
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0		.015 [4]
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
TOTAL NITRATE AND NITRITE (AS N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE :	4	4	

(1). Maximum contaminant level goal (MCLG). The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are nonenforceable health goals.

(2) Action level (AL). Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90th percentile" level is greater than 0.015 mg/L).

2. Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 - DICHLOROETHANE	0	0.005
1,1 - DICHLOROETHYLENE	0.007	0.007
PARA - DICHLOROBENZENE	0.075	0.075
1,1,1 - TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.6
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 - DICHLOROPROPANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES (TOTAL)	10	10

3. Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) effective 01 January 1993))

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3- CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S (AS DECACHLORBIPHENYL)	0	0.0005
ALDICARB	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10[(1)]

[(1)]. The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

4. Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites that are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Reference (d) contains sampling requirements for the Navy public water system.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Autoanalysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the multiple-Tube Fermentation (MTF) Technique, and the membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use is included in reference (1).

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, except where the State waives this requirement on a case-by-case basis.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the State may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before, unless the MCL has been violated and the system has notified the State (in which case the State may reduce or eliminate the requirement to take the remaining samples).

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms. Or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements that apply when a sample is fecal coliform-positive.

5. Turbidity The MCL for turbidity applies to both community water systems and noncommunity water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at State option).

b. Five turbidity units (maximum) average for 2 consecutive days.

c. These requirements apply to filtered systems until 29 JUNE 1993. The requirements apply to unfiltered systems that the State has determined, in writing, must install filtration until 29 June 1993 or until filtration is installed whichever is later. After the above dates, consult the latest edition of 40 CFR 141.

6. The MCL for Radiological Contaminants are:

Gross alpha particle activity including radium 226 but excluding radon and uranium . . . . . .15 pCi/L
Combined radium-226 and radium 228 . . .. .5 pCi/L
Tritium . . . . .20,000 pCi/L
Strontium-90. . . . . 8 pCi/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

7. Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

b. Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

a. These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at these websites: http://www.epa.gov/OGWDW and http://www.tdh.state.tx.us/bfds. The HSP shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

b. The HSP shall provide for the delivery of fresh potable water to the ships as ordered. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, CERTIFIED METERING DEVICES.

c. Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraphs (2)(a) and (2)(b) above. If the water source does not meet the requirements of potable water, the HSP shall be required to provide water from an alternate approved source at no increase in the contract price.

d. Potable water pierside shall be delivered by pipeline if available. If a vessel is at anchorage SUBLINE ITEM XX09AC applies.

2. The HSP shall be paid based on the ACTUAL METRIC TONS of potable water received on the ship. The Government reserves the right to require a written statement from the HSP describing the method of measurement used to determine the amount of potable water provided to the vessel.

3. The potable water barge shall have suitable Yokohama or equivalent type self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. Services shall be provided on a continuously alongside basis when requested by the ordering activity or by the FLC Singapore Contracting Officer. Demurrage, standby charges, or other detention charges are not payable regardless of the scheduled or continuously alongside disposal method specified by the Ordering Officer or FLC Contracting Officer. In other words, the offered price is all-inclusive and fully burdened.

LINE ITEM XX10 – SHIP UTILITY SERVICES

1. SHORE STEAM

   a. The HSP shall provide shore steam to the ship. This sub lot line item is performance-based. Shore steam provided to the ship may be provided by any means (boiler or generator) so long as the pressure of steam delivered to the vessel is approximately 100 PSI (standard commercial pressure) and of acceptable quality for the vessel. Pricing for provision of shore steam shall be on a TBD basis and should include the boiler or generator, fuel for the generator, mobilization/demobilization, hoses, and adapters appropriate to the vessel type, and water (where required) for the generator or boiler. This item shall be billed on a daily basis.

2. OIL BOOMS

   a. The HSP shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom. Billing for LINE ITEM XX10AA & XX10AB shall be per meter. For example, a 300-meter oil boom would be billed at 300 meters per day.

   b. Oil Booms are intended to act as a precautionary measure in case of inadvertent leakage from equipment otherwise in sound operating equipment. Oil booms are also intended to mitigate the environmental damages that may otherwise result from inadvertent leakage. The HSP shall notify the Ordering Activity, upon receipt of a LOGREQ request, if deployment of an oil boom at the proposed mooring location is contrary to host nation or port authority regulation so that the order for the oil boom service can be cancelled. Cleanup and disposal of oil is a port authority function. If the HSP incurs charges for these services, they shall be billed on a reimbursable basis.

3. SHORE POWER (INCLUDES CABLES, CONNECTION, FUEL, AND OPERATORS) 450-480V, 60 HZ

   a. The HSP shall provide shore power to the ship using a port-provided, permanent connection system or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels. The HSP shall provide all cables and make all power connections between the generator and ship. The availability of shore power shall be in accordance with the schedule established by the ship.

LINE ITEM XX11 – LAND TRANSPORTATION (PERSONNEL) SERVICES (BUS SERVICE AND VEHICLE RENTAL SERVICE)

1. GENERAL REQUIREMENTS :

a. All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured. The HSP is responsible for delivering all cargo and personnel to the correct location on schedule.

b. If a Government official is designated to drive the vehicle, he or she is required to be at least 21years and meet all requirements for driving in the host nation. The HSP is responsible for passing the information required to register with the local rental company from the Ordering Activity.

c. The HSP shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government shall have the right to reject the vehicle for performance of services. The HSP shall ensure that each vehicle is jointly inspected before and after a trip by the HSP and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

d. If a vehicle is not operable when required under this contract, the HSP shall provide, at no additional expense to the U.S. Government, a replacement vehicle within three (3) hours that complies in all respects with this contract.

2. BUS SERVICE

a. The HSP shall provide air-conditioned bus services on an hourly rate basis and bill under LINE ITEM XX11AA and XX11AB. The hourly rate shall include one driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any additional driver, if required, shall be priced separately. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

b. The HSP shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition when presented for service and shall be free of debris.

c. In the event of a bus breakdown, the HSP shall provide within two hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

d. Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's Ordering Officer.

e. The HSP shall be responsible for ensuring that the HSP and an authorized representative of the U.S. Government jointly inspect before and after a trip each bus. The U.S. Government will not consider any claim for damage to a bus, which has not been inspected.

3. VEHICLE RENTAL SERVICE

a. Vehicle Specifications, Maintenance, and Malfunctions

(i) The HSP shall furnish "new" air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations.

Sedans or SUVs shall have a minimum capacity of four (4) passengers and 1600cc engine.

In the event a "new" vehicle is not available in certain countries, the HSP shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a

waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. Vehicles shall be priced on a daily rate. They shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full. The prices for vehicles rented are based upon an assumption that the vehicles will be returned with an empty tank of gas. There shall be no surcharge applied to the commercial price of the fuel. Vehicles can be returned with any amount of gasoline. Ships shall not be responsible for returning the vehicle with a full tank of fuel, and the HSP shall not be obligated to credit the ship for the remaining fuel.

(ii) The HSP shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and be responsible for all emergency repairs and services.

(iii) Should any vehicle break down while in the U.S. Government's possession, the HSP shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than three (3) hours later. The replacement shall take place either at the point of breakdown or at the HSP's office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the HSP's expense. In addition, the HSP shall be liable for any U.S. Government incurred costs because of the breakdown; such as towing, repair costs, and related transportation expenses because the HSP was unreachable.

b. Substitution of Vehicles

(i) If the HSP does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the HSP shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group B car is ordered but unavailable, and if no other Group B vehicle is available, the HSP shall furnish a higher group vehicle at the price listed for the Group B vehicle originally ordered.
(ii) In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

c. General Description of Vehicle Types

(i) The vehicles shall meet the general description set out below:

Medium-size Sedan (Group "B"): 2 - 4 doors; 4 - 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Executive Sedan (Group "E"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Passenger Van (Group "M"): 9-passenger capacity; air conditioning; minimum 2000cc engine.

Cargo Van (Group "X"): 12 Cubic Meter volume capacity, air conditioning; minimum 2000cc engine.

d. Insurance and Liability.

(i) The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below.

(ii) The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

(iii) The HSP and any Subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the HSP, its subcontractors, its agents, or employees.

(iv) The HSP shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The HSP shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

(v) Paragraph (iv) shall not be construed as limiting the HSP's liability to the amounts of the required minimum insurance coverage specified therein.

e. Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. The HSP shall notify the Supply Officer of the infraction and amount cited.

f. Mileage and Deposit Charges. There are no mileage or deposit charges for the vehicles rented under this contract.

g. Time Periods of Rental. Rental time shall begin once U.S. Government employees have taken possession of the vehicle. The daily rate is defined as 24 consecutive hours. If the vehicle is rented with a driver, and if a driver is required during the entire period of rental, no individual driver shall be required to drive more than 8 hours straight. Drivers must not have been driving within the previous 8 hours.

h. Executive Sedan with Driver (Group "Y"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan. This group requires an executive sedan and shall be provided with a driver. Drivers must be familiar with local area, and must speak English. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. No individual driver shall be required to drive more than 8 hours. Drivers must not have been driving within the previous 8 hours. The HSP shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations by the provided driver. The U.S. Government will reimburse the HSP for additional costs in two cases: for highway tolls, and for the driver's overnight accommodation up to $120.00 or equivalent local currency, when required by U.S. Government business such as travel to another city, and upon presentation of an original invoice.

LINE ITEM XX12 - TELEPHONE SERVICES AND COMMUNICATIONS EQUIPMENT

1. Cellular Telephone Services (LINE ITEM XX12AC): Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under LINE ITEM XX12AC. The HSP shall have readily available a minimum of 10 cellular telephones at a given time. Each mobile phone provided shall include an operating manual/instruction with published rates for usage.

2. Landlines (LINE ITEM XX12AA): Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Installation charges shall be inclusive of all costs for installation and removal of landlines. Usage charges and port tariff fees associated

with landline connections (LINE ITEM XX12AB) will be the actual charges computed in accordance with the local or national tariff.

3. The HSP shall provide pre-paid International Calling Cards for official use (LINE ITEM XX12AE).

LINE ITEM XX13, XX14, XX15 - FORCE PROTECTION BARRIERS, PERSONNEL, AND SUPPLIES

1. Only the ship's Commanding Officer, the ship's Supply Officer, or the NAVSUP Fleet Logistics Center Site Singapore Contracting Officer is authorized to order Force Protection (FP) services under this contract. If any other activity or individual attempts to order FP services (e.g., NCIS, DAO, etc), the Husbanding Service (HSP) Contractor is required to immediately inform the ship and receive a proper order prior to beginning performance of these services.

2. The HSP is responsible for providing and coordinating the FP services described in paragraphs 2-6 and 8-15 as part of their Husbanding Services under Lot Line Item XX01. The HSP shall develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HSP must coordinate all aspects of FP planning and services with Port Authorities, host nation agencies, and U.S. Embassy security staff. If the host nation is supplying FP assets the HSP must verify they are available and are scheduled to show up on time.

3. The HSP will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer. The HSP shall not add any requirements without prior approval.

4. The HSP is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the NAVSUP Fleet Logistics Center Site Singapore Contracting Officer. The HSP must explain what the added FP service will include and why it has been requested. The NAVSUP Fleet Logistics Center Site Singapore Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HSP will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

5. FP is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, having the objective of improving security to personnel and ships while in port. FP services or supplies may be provided by the host nation at no cost or may be billed at the public tariff rate. The HSP is required to verify what services will be provided by the host nation. For the services that cannot be provided by the host nation, the HSP is required to arrange these services by obtaining them from commercial sources at the prices indicated in the pricing schedule.

6. The HSP shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HSP's written policy shall describe the required measures to protect ship schedule information.

7. The HSP shall provide as many services identified below as ordered by the ship or NAVSUP Fleet Logistics Center Site Singapore Contracting Officer. These services do not include other related services not listed, but may be required and separately ordered to attain a higher level of security in a port.

8. Personnel providing force protection services must be responsive to instructions from the ship. This does not authorize force protection personnel to violate any local regulations, any Port Authority ordinances, or

local decrees. The equipment and material used for the force protection services will be inspected by the ship's force to ascertain that they meet force protection requirements.

9. Access Points: The HSP shall establish a single entry and exit point to the pier area.

10. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

11. Personnel Identification: The HSP shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

12. Background Checks: The HSP shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations. The HSP shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers. The HSP shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The HSP shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing. In addition, the HSP will be required to provide vetting services for third party contractors such as DLA-Engery contractors.

13. Access Lists: The HSP shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

14. Inspections: The HSP shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

15. Stand-Off Distances:

    a. Objects: To the maximum extent practicable the HSP shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

    b. Unloading Zones: To the maximum extent practicable the HSP shall establish unloading zones at least 400 feet (125 meters) away from the ship.

    c. Warning Signs: The HSP shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force. Any costs for FP signage shall be included in the HSP daily management fee.

        i. Sign Specifications:
            1. Language: Must be in the local language(s) as well as English.
            2. Wording: Must state "Restricted Area, Do Not Enter"

3. Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
4. Color: Yellow or white with black lettering
5. Visibility: Must be highly visible from a distance of 400 feet (125 meters)
6. Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

16. The unit price for force protection services shall include all costs associated with providing transportation, mobilization/installation and demobilization/de-installation, or arranging the requested services below unless the transportation, mobilization/installation and demobilization/de-installation is identified as a separate Lot Line item number. The HSP's invoice shall set forth the unit of issue identified for each service, total quantity ordered for each service, unit price, and the total price.

The force protection services that the ships may order if included on the contract schedules are:

(a) Jersey-type security barriers and CONEX box barriers capable of stopping a vehicle (automobile). (Price per meter per day)

(i) Concrete barriers
(ii) Water filled barriers (completely filled with water). Price must include water.
(iii) CONEX box barriers.

Mobilization, installation and demobilization will be billed under a separate contract line item number.

(b) Armed and Unarmed security guard to control vehicle and personnel access to pier. (Price per guard per hour) must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival. Armed and unarmed security guards may be assigned to pier or aboard patrol craft as required.

(c) Floating Line of Demarcation (LOD) at pierside, equipped with anchors and lighting (for night visibility). (Price per meter per day) The floating LOD must be anchored at least 30 meters from ship. Oil booms are acceptable. Floating line of demarcation continuous and buoy systems are considered acceptable substitutes. Either variation (continuous line or buoy type) shall be billed at the firm fixed price specified in LLIN XX13AG of the Attachment 2 schedules. Mobilization, installation and demobilization will be billed under LLIN XX13AH.

(d) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities. Continuous coverage is required for the period of performance ordered by the ship or by the Contracting Officer. (Price per patrol craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered. Either armed or unarmed guards may be ordered to man unarmed waterborne patrol craft.

(e) Tire-shredding strips, equipped with metal spikes, to be placed across the entry to pier access. (Price per one strip per day) Must be capable of disabling a vehicle, which drives over the strips in the wrong direction. Strips must be at least one meter in length.

(f) Metal pedestrian-control fences. (Price per 2x2 meters fence per day) Must be at least two (2) meters high, two (2) meters wide, and sturdy enough to withstand wind and other inclement weather.

(g) Signs in host nation language. Signs shall be at least one (1) meter long and a half (1/2) meter wide, with lettering at least 10 cm high. (Price per sign per day). Each sign is to read: "Controlled area. Unauthorized entry prohibited." Signs shall be legible, on a sturdy material that will not fade, run, or be ruined due to inclement weather (plastic material preferable). Signs shall also be written in fluorescent paint/material or be lighted, so they can be seen at night. Signs shall have some type of securing means on

them, such as a hole punched in each corner, to use wire to secure sign to fence.

(h) Portable fluorescent lighting capable of illuminating 300 meters by 100-meter area. The HS Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port's installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting. (Price per portable unit per day)

(i) Weather resistant guard shacks, capable of holding at least two persons. Guard shack shall be enclosed, and shall have, at a minimum, one door and one window. Please indicate guard shack measurements. (Price per unit per day).

(j) Hand held metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition (Price per unit per day)

(k) Walk-through metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(l) Trained metal detector operators. (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(m) Hand held explosives detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day).

(n) Walk-through explosive detector, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(o) Trained explosives detector operators, (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(p) X-ray baggage scanning machines, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(q) Trained X-ray baggage scanning operators (Price per hour per operator). Operators shall search host national baggage. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(r) Explosives disposal-trained diving services capable of inspecting pier before ship arrival. Must have obtained all applicable licenses and/or certifications from host nation prior to diving. (Price per hour)

(s) Battery operated bullhorns, new batteries included. (Price per unit per day)

(t) Sturdy tables with dimensions of at least two (2) meters long and one (1) meter wide, with four folding chairs. (Price per unit per day)

(u) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and open on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(v) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and closed on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(w) 800 MHz radios. Must be in excellent condition, and battery operated, with batteries included. (Price per unit per day)

(x) Dive and Vetting Service. The HSP shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities. The pier will be vetted prior to the ship's arrival. To the maximum extent practicable the HSP shall inspect all watercraft at least 400 feet (125 meters) from the ship. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel. The HSP may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in picket boats (Per team per hour, minimum four (4) hours).

LINE ITEM XX16 - PORT HANDLING COSTS

1. PAINT FLOAT

a. The paint float shall be no less than 5M in length but, in all cases, large enough to provide a safe and stable working platform for the occupants. Scaffolding may be of any height less than 3.5M from the deck, so as to provide a working platform at least 4M from the waterline. The paint float shall be equipped with suitable self-fendering to prevent damage to the ship. The price of these fenders shall be included in the quoted price of the paint float. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. Rails shall be no less than 1M from the working platform. The working platform shall be equipped with anchor points for harnessing. The Ordering Activity shall be responsible for providing safety harnesses, for obtaining permission from local authorities prior to all work on the paint float, and for cleanup/disposal of all hazardous material generated or released outside the paint float. The HSP shall notify the Ordering Activity of local regulatory requirements concerning paint floats, assist the Ordering Activity in submitting requests and passing required documentation to the local authority where permission is required to work on the paint float, and arrange for required cleaning of the paint float upon return. The ordering activity is responsible for securing the paint float from the time custody has been transferred to them until returned to the HSP or the ship departs, whichever is earlier.

2. MATERIAL HANDLING (UP TO 150 LBS)

a. The HSP shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

b. The HSP shall use counter-to-counter delivery and charge by each Bill of Lading. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

c. Shipping documents shall be labeled "SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HSP.

d. The HSP shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel. The HSP shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

e. The HSP shall receive the package from the ship and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

f. The HSP shall deliver the package to the ship the day of arrival in port or the following morning. The HSP shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

g. The HSP shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HSP shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

3. MANLIFT (WITHOUT OPERATOR)

a. The HSP shall provide a manlift (without operator) and a full fuel tank. The HSP shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning. The HSP shall conduct training on safety and operating procedures for ship personnel. The HSP shall maintain documentation of ship personnel acknowledgement of the training.

Note (CLINs XX17 and XX18): Orders for fuel and provisions are primarily ordered under other U.S. Government contracts. Use of these contracts for fuel and provisions (eg. DESC fuel contracts and DSCP-Pacific provisions contracts) is mandatory when available. If U.S. Government contracts are either unavailable or cannot make delivery within ship scheduling constraints the HSP must receive prior permission from the NAVSUP Fleet Logistics Center Site Singapore Contracting Officer before providing these services to the ship, including mobilization. When requested by the ship, the HSP shall pass these orders to the other U.S. Government Contractors involved. The ship's Supply Officer or NAVSUP Fleet Logistics Center Site Singapore Contracting Officer may award contracts or purchase orders for these non-priced items to other U.S. Government contracts.

LINE ITEM XX17 – PROVISIONS

1. Provisions

a. When requested by a ship, the husbanding HSP shall assist in arranging for the timely provision of subsistence items. LINE ITEM XX17AA identifies the fee that will be paid the HSP for arranging subsistence items. FFV shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using night soil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. The husbanding services HSP shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and local currency; and total price in U.S. dollars and local currency as indicated in the "INVOICING AND PAYMENT CLAUSE".

b. The HSP shall ensure that the sources recommended to the ships Supply Officer for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement.

c. Information on how to request and obtain sanitary inspection by the U.S. Government is provided as Attachment 4**.**

d. The HSP shall retain documentation of inspection of sources recommended or selected as suppliers of subsistence items. Under no circumstances shall the HSP recommend or offer for acceptance subsistence items from non-approved sources.

e. All arrangements made under this LINE ITEM shall be reported using the OPA described in the PWS for Cost Reporting.

f. The fee specified in sub lot line item XX17AA has a unit of issue of 'EA' (each). This fee is for the arrangement of one order of provisions, each specific provision item ordered. For example, if one provisions order contained ten different line items and a quantity of five for each line item, the HSP would be entitled to bill under sub lot line item XX17AA for a quantity of ten with a unit of issue 'EA'.

LINE ITEM XX18 – FUEL

1. Other procedures apply as follows:

(a) Fuel (MGO/F76)

(i) The HSP shall advise the Supply Officer of available bunkers, or existing fuel contracts issued by Defense Energy Support Center (DESC). In case of disputed fuel and fuel-related charges, every effort should be made by the Accountable Official and merchant – with the assistance of the Contracting Officer to resolve the dispute in a timely manner and to allow for the order/receipt/invoice to process within the terms of the prompt payment guidelines. A dispute resulting in a deadlock will require the merchant to enter the fulfillment details into SEA Card® Order Management System (SCOMS®) that are agreed upon by all parties and file a formal claim outside of SCOMS® with the Contracting Officer for the disputed portion of the transaction.

(ii) Ships or other ordering activities may order fuel with the assistance of the HSP from commercial sources when there is no Government-owned stock or DESC Bunker fuel sources available. When fuel is acquired via means other than the SCOMS®, a DD Form 1155 is used to document these fuel purchases from commercial sources. HSPs who buy bunkers or fuel through other than government sources when available without expressed authority in writing from the contracting officer or SUPPO do so at their own risk. In the event that no U.S. Government or Fuel Exchange Agreement (FEA) is available, or no DESC available contracts meet a ship's fueling requirement, or as directed in writing by the Contracting Officer, the HSP shall assist the ship crews in arranging for the procurement of fuel. This fuel shall be provided in accordance with the specifications. In no case shall the HSP attempt to position them such that they usurp or overshadow or encourage the fuel receiver to favor the HSP as a source over a bona-fide existing DESC bunker contract source. The HSP shall be liable for any costs should the fuel provide fail to properly employ oil spill booms as required by local authorities or fails to comply with any local laws or regulations relating to the provision of fuel. The HSP shall deliver fuel "free on board" the ship whether at pier side or at anchor. The invoice shall indicate the unit and total price for the fuel and the price for the delivery of fuel to the ship.

(iii) HSPs should expect the LOGREQ to advise whether fuel will be acquired via SCOMS® or whether they are being requested to provide assistance with identifying fuel sources.

(iv) If no merchants are available under a DESC Bunker contract (or other merchant that is associated with and able to handle SCOMS® orders), then local purchase may be used with a DD Form 1155 using DESC LOA:

Appropriation or Subhead	97X4930.5CF0 01
Object Class	261
Bureau Control Number	Blank
Sub Allotment	1
Authorization Accounting Activity	S33150
Transaction Type Code	Blank
Property Accounting Activity	Blank

Cost Code (12 digits): Service Designator Code and UIC of the ship receiving the fuel, followed by the appropriate fund code and then followed by four zeros (0000).

(v) Other than the price specified under LINE ITEM XX18AA Fee for Acquiring Fuel and LINE ITEM XX18AC Fuel Delivery/Other, no additional fees shall be added to the price of LINE ITEM XX18AB Fuel, TBD. The HSP shall be reimbursed at cost for the TBD purchase price of fuel and for delivery without additional markup.

(vi) In recognition of the fact that fuel is sold by weight (metric tons) and by volume (gallons or liters), the HSP shall ensure all United States ships are provided with a fuel invoice and the appropriate customs certification demonstrating the quantity of fuel provided in metric tons and in gallons or liters. In the event that the HSP is ordered to provide fuel, all terms and conditions of the fuel provider shall be provided to the Ordering Officer in the pre-arrival cost estimate or prior to the order being finalized if the fuel services are ordered after the pre-arrival cost estimate has been provided. For example, if a ship places an order for fuel and the fuel provider has a term or condition that requires the full quantity to be pumped into the requiring vessel without return of any fuel to the provider, this condition must be disclosed to the Ordering Officer in the pre-arrival message.

(vii) The HSP shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier. The cost for all barge inspections will be included in the fee for LINE ITEM XX18AC.

(viii) The HSP shall load the ordered fuel and transport to the ship. The HSP shall transfer the fuel from the fuel barge or truck to the ship. The HSP shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

(ix) The HSP shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

(x) Excess Fuel Procedures: Demurrage charges accrue when the entire quantity of fuel ordered cannot be delivered on or before the date and time specified in the fuel order. Demurrage charges do not accrue when fuel cannot be delivered due to the fault of the service provider (e.g. pumping rate of the barge inadequate to deliver fuel within the time specified by the order). See PWS paragraph 3.i. for further details. Pricing of XX18AD is in units of DAY and the compensation covers the daily cost of the barge used to deliver the fuel (regardless of the amount of fuel remaining in the barge). Since the great majority of fueling evolutions are via barge, the price of demurrage by barge should be used vice the demurrage price by truck. All required customs clearances are to be included in item XX18AA, Fee for Acquiring Fuel. If the ship does not offload all of the fuel ordered, the HSP shall store the excess fuel and diligently attempt to sell it as soon as practicable. The HSP shall receive a storage fee

(demurrage) for no more than three (3) days. The HSP shall receive a fuel disposal fee on a reimbursable basis upon presentation of vendor invoice for disposal services.

(xi) All arrangements made under this LINE ITEM shall be reported using the OPA described in the PWS for Cost Reporting so that the Ordering Officer or Contracting officer and the HSP agree on fair and reasonable pricing prior to mobilization or start of services.

2. The following are the Fuel Specifications for this contract:

SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	**Requirement**	**Text Method**
Appearance, @ 25ºC or ambient temperature whichever is higher	Clear, bright and free of visible particulates	D 4176 1/
Demulsification, @ 25ºC, minutes (max)	10	D 1401 2/
Density, @ 15ºC, kg/m^3 (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, ºC 50% point, ºC 90% point, ºC, (max) end point, ºC, (max) Residue º Loss, % vol., (max)	 Record Record 357ºC 385ºC 3.0	D 86 3/
Cloud Point, ºC, (max)	-1ºC	D 2500
Color, (max)	3	D1500
Flash Point, ºC, (min)	60ºC	D 93 4/
Particulate Contamination, mg/liter, (max)	10	D 5432 5/
Pour Point, ºC, (max)	-6ºC	D 97
Viscosity, @ 40ºCm mm^2/second	- 1.7 - 4.3	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100ml, (max)	1.5	D5304 (R), D 2274 6/
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664
Aniline Point, ºC, (min)	60ºC	D 611
Ash, % wt., (max)	0.005	D 482
Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 7/
Corrosion, @ 100ºC, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min) Cetane Index, (min)	42	D 613 (R), D 976 8/
Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 2622
Trace Metals, ppm, (max) Calcium Lead Sodium plus Potassium Vanadium	 1.0 0.5 1.0 0.5	D 3605 9/
Additive Names and Dosages	Record	

1. If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709, 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains visible sediment or particulate matter, but meets the requirement of 10 mg/1 (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.

2. The demulsification text shall be conducted in accordance with the following exceptions:

   (a) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.

   (b) The test temperature shall be 25ºC.

   (c) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute.

3. As the end point of the distillation is approached, if either a thermometer reading of 385ºC or a decomposition point is observed, discontinue the heating and resume the procedure as directed in ASTM D 86.

4. The flash point value is the absolute and no value less than 60ºC is permissible.

5. A one-liter minimum sample shall be used.

6. ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours to 40 hours.

7. When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fuel, without the cetane improver.

8. Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified in Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.

9. Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of the inspection authority.

Minimum Requirements for Purchases of Commercial Distillate Fuels ((Navy) Marine Gas Oil) for Bunkers

The following minimum requirements have been established for use when buying fuel (gas oil - 100% distillate) from commercial sources when F76 is not available. Marine Gas Oil is not acceptable as cargo fuel on Navy Oilers.

TEST	**METHOD**	**REQUIREMENTS**
1. Cetane Number	ASTM D 613	45 min
or		
Cetane Index	ASTM D 976	45 min

Note: A cetane index of 41 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exceed a maximum of 338ºC. A cetane number of 40 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exceed a maximum of 338 °C.

2. Appearance @ 21ºC or ambient temperature (whichever higher)	Visual	Clear & Bright

or		
Water and Sediment	ASTM D 2709	0.05% max
3. Distillation. 90% Point	ASTM D 86	375ºC max
4. Flash Point	ASTM D 93	60ºC min
5. Pour Point	ASTM D 97	Report
6. Cloud Point	ASTM D 2500	-1.1ºC (30 °F)
7. Viscosity @ 40ºC	ASTM D 455	1.7 - 4.5 CST

LINE ITEM XX19 – OTHER PORT SERVICES

1. LOGISTIC SUPPORT TO GOVERNMENT TEAMS

Note: This Line Item is for logistics support in connection with ship visits to a port area. U.S. Government teams conduct surveys in a variety of ports in the Region. The U.S. Government may require the assistance of the HSP in the ports to be surveyed.

a. The HSP shall assign an individual to participate in and assist with logistical arrangements for a team that will perform the survey. This team may visit a variety of ports in advance of ships' visits to assess the force protection levels of the port and to perform related functions. The HSP's assistance shall include providing logistical support as requested by the U.S. Government, coordinating access and interviews with local officials, local husbanding services, and support Contractors, coordinating necessary translation services for the team, and assisting in the development of a final assessment report.

b. The HSP shall invoice port surveys at the subsequent day husbanding fee for a “Primary Ship” in the port. In addition, the HSP shall be reimbursed for economy class air transportation and daily per diem rate that includes lodging, meals and other related expenses. The per diem rates shall be those set forth in the Joint Travel Regulation (JTR).

c. Other HSP out-of-pocket expenses related to the service(s) and anticipated by the HSP will be invoiced and reimbursed at cost. The HSP shall submit all receipts, invoices or other valid documents to support the incurred expenses. The HSP shall not pay for hotels, meals, rental vehicles, telephone expenses and any other expenses that the U.S. Government team members may incur and for which they can be reimbursed under their U.S. Government travel orders.

d. If a delivery order with a "Not to Exceed " (NTE) amount is issued for the logistic support services, the HSP shall promptly advise the FISC Contracting Officer and withhold performance if he expects to exceed this amount.

2. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (INCLUDES TABLES, CHAIRS, LIGHTING AND FANS)

a. The HSP shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels. The HSP shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills. The HSP shall remove all provided equipment upon completion of services.

LINE ITEM XX20 – INCIDENTALS

1. Incidentals: The HSP shall arrange for incidentals using the OPA, as further described in the PWS for Cost Reporting, for supplies and services not priced on the Schedule of Supplies and Services or Port Tariff schedule that are within the scope of the contract, and are required during the course of the husbanding visit. The HSP must provide incidentals to the Government at commercial prices not more than the price it pays its supplier for the supply or service with any mark-up or profit as proposed in the Online Pricing Application (OPA). Incidentals within the scope of this contract may be classified within one of the following categories:

- Charter and Hire
- Utilities
- Anti-terrorism Force Protection
- Communications
- Transportation
- Lodging
- Port Handling Services
- Other Port Services (e.g. Reception Supplies and Services)
- Administrative Supplies

2. Providing supplies and services. The HSP shall conduct necessary market research, contact potential suppliers, obtain price quotations, and, based on the information, provide an estimated price for the supply or service to the Ordering Officer and report ALL activity using the OPA. When proposing to use an organic asset, the HSP shall also provide, if available, a commercial pricelist showing the daily or hourly rates, inclusive of all operational and maintenance costs, that the HSP charges other customers for use of the organic assets. The HSP shall provide the documentation, upon request, when it submits its invoice concerning the degree to which it promoted competition and the additional information required when the HSP satisfies the requirement with an organic asset. The HSP diligence in the use of the OPA in accordance with PWS for Cost Reporting will be evaluated based on the criteria established in the Quality Assurance Surveillance Program (QASP).

3. ALL arrangements made under this LINE ITEM shall be reported using the OPA described in the PWS for Cost Reporting, ALL incidental items shall be reported in LogSSR according to the procedures described in the PWS for Cost Reporting. The HSP is not precluded from adding an allowance for profit and/or an allowance for its administrative costs to acquire the non-priced items to the reported prices from suppliers. Such allowance for profit and/or allowance for administrative costs must be identified as part of each offeror's technical proposal as described in the INSTRUCTIONS TO OFFERORS portion of this solicitation. In the event of contract award, these amounts will be incorporated into the award.

4. The HSP shall not be separately or additionally compensated for profit or mark-up on the prices of these items, or for any other charges or fees associated with acquiring the supplies or services other than the price the HSP pays its supplier for the supply or service except as a part of the process proposed by the HSP for implementation of the Online Pricing Application Methodology for offering fair and reasonable prices.

5. DELETED.

LINE ITEM XX22 - COST REPORTING

LINE ITEM XX22AA - LogSSR Reporting

Upon award, the HSP shall utilize the LogSSR to submit all reports and documentation related to the husbanding order. LogSSR can be accessed through the NAVSUP One Supply website at https://www.navsup.navy.mil/onesupply, redirected through www.navsup.navy.mil/logssr or directly at the official website of https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(1) LogSSR access and input.

(a) At the start of the contract period of performance, the HSP shall begin to enter the final itemized port cost information for every order under this contract directly into the LogSSR database (Actual Cost Report) and email all corresponding documentation (LOGREQ, Initial Cost Estimate Report, validation of submission of cost estimate, final invoices, and supporting documentation required by the contract). External Certification Authority Public Key Infrastructure (ECA PKI) is not required for entry, but no access to the HSP's information is accessible unless obtaining an ECA PKI.

(2) LogSSR functionality.

(a) This system is designed to gather all reports and documentation related to ALL ordering activity e.g. a ship's visit, beginning with the Initial Cost Estimate (referred to in this solicitation as the 'pre-arrival cost estimate') to the Actual Cost Report. All supporting documentation will be submitted by email to navsup_hq_logssr@navy.mil in PDF format (Adobe Acrobat) when the port visit information is entered into LogSSR. Although the pre-arrival cost estimate is a separate reporting requirement, a copy of this report shall also be submitted as part of the Actual Cost Report documentation described in paragraph (b) below. The Documentation is discussed below:

(b) Actual Cost Report:

(1) The HSP shall create the Actual Cost Report in the LogSSR website directly, **within seven (7) calendar days from completion of the ship's visit**. The HSP shall also send a copy of the order (i.e. SF 1155 or 1449), a copy of any Initial Cost Estimates, a copy of the LOGREQ, and all HSP and any sub-contractor invoices and supporting documentation required by the contract as PDF files to the LogSSR email address of **navsup_hq_logssr@navy.mil** and to the email address specified at the time of contract award for each region concurrent with the creation of the Actual Cost Report in LogSSR. The HSP shall identify the line items as actual or estimated. This option is for those line items where the HSP has not received the actual invoice before the ship leaves port, i.e. telephone bills. The HSP shall include ALL port costs paid by each ship for which the HSP provides husbanding services. Email submissions should be limited to no more than 10 MB per email (multiple emails authorized if needed) and reference the port visit identification number in the subject line (received when a port visit is submitted).

(2) For ships or ordering activities that do not have disbursement capabilities, the HSP shall send the signed DD Form 1155, invoices and the additional documents required clearly indicating that a payment is pending to email address husbanding@fe.navy.mil and to the LogSSR email address of **navsup_hq_logssr@navy.mil.**

(3) Any changes to an Actual Cost Report (i.e. finalize the charges made on an estimated amount) shall be forwarded by e-mail to and to the email address husbanding@fe.navy.mil and to **navsup_hq_logssr@navy.mil** email account as PDF file within seven (7) calendar days of the change. The email must contain a summary of the changes. The NAVSUP Fleet Logistics Center Site Singapore contracting office will update changes to the LogSSR.

(4) The Actual Cost Report and supporting documentation will be visible in the LogSSR website by the government personnel with validation authority. Final reports of an HSP representative can be accessed through the website only by obtaining an ECA PKI that will provide access only to the HSP's submitted information.

NOTE: Before submission of reports or any other data to the NAVSUP Fleet Logistics Center Site Singapore Contracting Office via electronic transmission or any other data media, the HSP shall scan all documents with current anti-virus software to ensure computer virus free transmission. The LogSSR server scans all reports for computer viruses before inclusion in the databases. Any reports received containing computer viruses will be immediately deleted and not necessarily returned to the HSP.

LINE ITEM XX22AB – ONLINE PRICING APPLICATION

Online Pricing Application. The contractor is responsible for providing an On-Line Pricing Application to assist the Government in the estimating, tracking, forecasting and reporting of maritime husbanding support non-priced services. The On-Line Pricing Application will assist the Ordering Officer or Contracting Officer with requests for non-priced supplies and services. The online pricing application is the technology that implements the process for review and approval of non-priced item purchases. Therefore, the technology used to implement the non-priced item pricing process must be both reliable and accurate. The On-Line Pricing Application will also allow the Ordering Officer or Contracting Officer to review and approve the offered price for the non-priced item before the contractor provides the supply or service. The contractor will be required to upload accurate pricing data for all non-priced items requested or made available to the users of the contract where pre-priced items do not meet user requirements. The contractor shall not provide any non-priced supplies or services other than PT or NSP items unless they have been approved in accordance with paragraph (iii) below. All non-priced items requested or ordered under this contract shall be reported in the On-Line
Pricing Application. The On-Line Pricing Application is separate from the contract requirements for reporting pricing and costs in LogSSR.

The Contractor shall provide a web-based secure access to their program via secure user login and password no later than the beginning of the contracts period of performance. This program may be developed by the Contractor or procured as a commercial item. The program shall allow multiple simultaneous users to access the tool. Access shall be coordinated through the NAVSUP Fleet Logistics Center Site Singapore Contracting Officer in order to limit access. Only authorized users will have access to the program. A common secured access shall be made available to the Fleet in order to allow access to all Ordering Officers in a particular area of operation. Any reports downloaded from the program are property of the U.S. Government and data rights are considered unilateral for the Navy portal into the program. All reports shall be downloaded into Microsoft Excel format. This application should be available for use through a web-based application without installing additional software onto Government computers. The HS Contractor's program should allow a computer with the following minimum configuration to access their system:

- Intel 2.8 GHz Pentium 4 processor
- a DVD Read Only and CD writable drive
- a 3.5 inch floppy
- SoundMAX Integrated Digital Audio with external speakers
- 1 Gigabyte of Memory and expandable to 4 Gigabytes
- 80 GB Hard Drive
- Windows 2000
- MS Office 2003 Pro with Word, Excel, Access, Ppoint, Outlook, Infopath
- Smartcard Reader Keyboard
- Wired Network Card

Note 1: The online pricing application requires internet access but is not a Navy IT system. Security of the HSP's data within the online pricing application is the responsibility of the HSP. All data in the online pricing application should be unclassified data.

Note 2: All reports provided under lot line item XX22 are not separately priced (NSP). Costs for submitting required reports under this lot line item should be included in the husbanding services fee. Separate cost reimbursement for development or purchase of the application is not authorized.

Note 3: The HS contractor shall provide a secure user login and password for all authorized Government users no later than the beginning of the contract's period of performance. A list of required government users will be provided at the time of contract award. If new Government user requirements become known to the Government after the initial list is provided to the HS contractor, the HS Contractor shall add new users and provide login and password within seven days of receipt of the request.

Note 4: Common secured access shall be provided to Ordering Officers and Fleet representatives for all port visit data. Any authorized Government user should have access to all historical data and pricing information.

At a minimum, the online pricing application must perform the following functions:

(i) Non-priced Item Cost Reporting:

(1) The Contractor shall maintain 'real-time' pricing data for all non-priced items ordered in all ports for which the Contractor provides husbanding services.

(2) The Contractor shall input and keep updated the programs' 'real-time' pricing via the Internet, using the online pricing application. The Contractor shall update this report at least once per day of performance between the hours of 0700 and 2300 while ship is in port until the completion of the ship's visit.

(ii) Final Price Report:

(1) A summary disbursement account must be itemized in detail, with the appropriate price shown against each item in a format similar to Attachment 2 within forty eight (48 hours) after a ship leaves port. Alternatively, it is acceptable for the Contractor to scan and attach suppliers' invoices to the online pricing application's disbursement account where this facilitates the process. The Contractor will in any event be required to retain all pricing data and invoices relating to non-priced items for review, future visit reference, and official audit purposes. These final reports may be provided to other ships or ordering activities visiting ports covered by the contract.

(iii) Non-priced Item Review Process

In accordance with Line Item XX20, Incidentals of the performance work statement, the HS shall develop and implement a process by which it will input the documentation and arrangements for non-priced lot line items into the "Online Pricing Application". The contractor shall mirror the competitive process found in the FAR/DFARS (Parts 13/15). For the purpose of evaluation and analysis, the HS Contractor shall provide the results (contractor written quotations) of competing the requirement with at least two commercial contractors, or provide catalog prices lists or tariff schedules with the contractor catalog or tariff schedule that confirms the stated prices are valid from that source, or provide invoices from previous commercial purchases other than the Navy. The HS Contractor is not precluded from adding an allowance for profit and/or an allowance for its administrative costs to acquire the non-priced items to the reported prices from suppliers. Such additions will also be shown in the Online Pricing Application. The HS contractor shall input the information into the Online Pricing Application for the review and approval of the authorized Ordering Officer or NAVSUP Fleet Logistics Center Site Singapore Contracting Officer prior to arranging for the non-priced item. For non-priced items with an extended price of less than $25,000, either

the Ordering Officer or the NAVSUP Fleet Logistics Center Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable prior to an order being issued for the non-priced item. For non-priced items with an extended price greater than $25,000, only the NAVSUP Fleet Logistics Center Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. All purchases of non-priced items other than port tariff items must be documented using the online pricing application. Items with an extended price <$25,000 will be reviewed and validated by the NAVSUP Fleet Logistics Center Site Singapore Contracting Officer, but may be provided to the Ordering Activity at any time after a price is agreed upon by either the Ordering Officer or NAVSUP Fleet Logistics Center Site Singapore Contracting Officer. Items with an extended price >$25,000 may not be provided or mobilized until the NAVSUP Fleet Logistics Center Site Singapore Contracting Officer has agreed to the price and confirmed the price using the online pricing application. Using this process, all products and services arranged on behalf of the Ordering Officer shall be billed and reported under LOT Line Item XX20, Incidentals. The process will be monitored and evaluated using Attachment 3, Quality Assurance Surveillance Plan.

NOTES:
1. "All data obtained by the Government through the use of the contractor's online pricing application during the course of the contract is for the Government's use and shall be treated as 'limited rights' as described in DFAR 252.227-7013(13) after the contract expires".

2. Failure to provide required reports in a timely manner as outlined in the PWS will result in penalties as outlined in Attachment (3) Quality Assurance Surveillance Plan.

CONTRACT ADMINISTRATION PLAN
PROGRAM TITLE: Port Klang, Malaysia Husbanding Logistics Services for U.S. Naval Forces

DESCRIPTION OF PROGRAM: This requirement is for husbanding logistics services to support U.S. Naval forces and other U.S. Government agencies in Port Klang, Malaysia. This is an indefinite-delivery indefinite-quantity (IDIQ) contract and task orders will be issued by authorized ordering officers or NAVSUP Fleet Logistics Center, Site Singapore contracting officers.

PROCURING CONTRACT OFFICE: NAVSUP Fleet Logistics Center, Site Singapore

CONTRACT ADMINISTRATION OFFICE: NAVSUP Fleet Logistics Center, Site Singapore

Note: Prior to award of contracts, Contracting Officer Representatives (CORs) will be assigned.

PAYING OFFICE: Payment will be made by government purchase card, by the ship's disbursing office, or the DFAS Yokota Paying Office. Individual task orders will identify the office making payment.

1. PURPOSE: The purpose of this Contract Administration Plan (CAP) is to:

- Identify key contract administration milestones
- Provide a consistent and uniform approach through the region for monitoring performance requirements
- Identify key roles and responsibilities
- Outline the ordering and invoice processes
- Outline the cost reporting process
- Outline the past performance documentation process

2. CONTRACT ADMINISTRATION MILESTONES:

Event	Milestone Date	Government Person Responsible
1. Provide minimum IDIQ funds for award	90 days before award	Fleet
2. Write COR's designation letter	Prior to Award	Contracting Officer
3. Award contracts	Award date	Contracting Officer
4. Prepare funded delivery orders	When service required	Authorized Ordering Officer or Contracting Officer
5. Establish schedule with HSP of actions and Deliverables	30 days after award	COR or Contracting Officer
6. Hold post-award orientation meeting	30 days after award	Contracting Officer and COR
7. Obtain HSP's schedule of any actions during phase-in	45 days after award	Contracting Officer and COR
8. Schedule quarterly performance meetings & notify participants	45 days after award	Contracting officer and COR
9. Provide quarterly and semi-annual input for performance assessments (i.e., QASP/CPARS)	45 days after award	Fleet, COR, HSP, Contracting Officer
10. Document HSP performance for past performance purposes (i.e., CPARS)	Semi-annually after contract award	COR, Contracting Officer
11. Close-out contract file	180 days after contract complete	Contracting Officer

3. MONITORING CONTRACTOR PERFORMANCE: Contract performance will be monitored and feedback provided in accordance with the Quality Assurance Surveillance Plan (QASP) and Contractor Performance Assessment Reporting System (CPARS). The contract contains negative incentives if metric goals, as identified in the QASP, are not achieved. Documentation of performance through the QASP will be performed on a quarterly basis and the CPARS will be performed on a semi-annual basis.

The QASP will monitor the following areas:

- Adherence to Port Visit Cost Reporting
  - Timeliness of cost estimates received
  - Timeliness of final cost estimates
  - Cost reporting submittal accuracy and completeness

- Fair and Reasonable Pricing for Non-Contract Items
  - Competition promoted to the maximum extent
  - Documentation of reasonableness

- Customer Satisfaction
  - Ship's satisfaction with HSP services
- Cost Savings

CPARS will monitor performance in the following areas:

- Quality of Product or Service
  - Are reports/data accurate?
  - Does the product or service provided meet the specifications of the contract?
  - Does the HSP's work measure up to commonly accepted technical or professional standards?

- What degree of Government technical direction was required to solve problems that arise during performance?

- Schedule
  - Assess the timeliness of the HSP against the completion of the task orders, milestones, delivery schedules, and administrative requirements
  - This assessment of the HSP's adherence to the required delivery schedule should include the HSP's efforts during the assessment period that contributes to or affect the schedule variance.

- Cost Control
  - Does the HSP keep within the estimated costs?
  - Did the HSP do anything innovative that resulted in cost savings?
  - Were invoices accurate, complete and timely?

- Business Relations
  - Is the HSP oriented toward the customer?
  - Is interaction between the HSP and the government satisfactory or does it need improvement?
  - Address the timeliness of awards to subcontractors and management of subcontractors, including subcontract costs. Consider efforts taken to ensure early identification of subcontract problems and the timely application of corporate resources to preclude subcontract problems from impacting overall prime contractor performance.
  - Assess the prime contractor's effort devoted to managing subcontracts and whether subcontractors were an integral part of the contractor's team.

- Management of Key Personnel
  - How well did the HSP match the qualifications of the key position, as described in the contract, with the person who filled the key position?
  - Did the HSP support key personnel so they were able to work effectively?
  - If a key person did not perform well, what action was taken by the HSP to correct this?
  - If a replacement of a key person was necessary, did the replacement meet or exceed the qualifications of the position as described in the contract schedule?

4. ROLES AND RESPONSIBILITIES: The following outlines the major roles and responsibilities for contract administration purposes.

Contracting Officer: Contracting officers assigned to this contract are responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, safeguarding the interests of the United States in its contractual relationships.

In order to perform these responsibilities, contracting officers assigned to this contract are allowed wide latitude to exercise business judgment. Contracting officers must:

Ensure that the requirements of the pertinent laws, regulations, etc., have been met;

Ensure that sufficient funds are available for obligation;

Ensure that HSPs receive impartial, fair, and equitable treatment; and

Request and consider advice of specialists in audit, law, logistics, transportation, and other fields, as appropriate.

Make fair and reasonable determinations for all non-priced line items with an extended value greater than $3,000.00.

Notify the Ordering Activity when quoted prices cannot be determined fair and reasonable.

Contracting officers must also perform the actions required for the business relationship:

Interpreting and implementing diverse contract terms and conditions;

Analyzing costs;

Issuing changes and negotiating modifications to the contract; and

Organizing and coordinating efforts of all the functional specialists who comprise the contract administration team.

Monitor timeliness of required reports from the HSP (e.g. pre-arrival cost estimates);

Determine whether there is sufficient rationale to add previously ordered, non-priced items to the contract as fixed prices;

Monitor contract performance data and track performance metrics as required by the QASP;

Annually assess the HSP's performance in the Contractor Performance Assessment Reporting System (CPARS).

Contracting Officer Representatives (CORs): A single COR may be assigned to this contract. The responsibilities of the COR are:

Monitoring contract performance on behalf of the contracting officer;

Monitor compliance with the terms and conditions of the contract;

Providing technical advice/recommendations/clarifications of requirements to the ship;

Coordinating LOGREQ information;

Working with database information;

Liaison between the ships and HSP;

Informing the contracting officer of performance problems;

Furnishing the contracting officer of conference report;

Coordinating with the contracting officer corrective actions, when necessary;

Coordinating with the contracting officer on the content of any contractually significant correspondence addressed to the HSP;

Monitoring financial management controls;

Reviewing HSP invoices, when requested;

Assembling the documentation for quarterly QASP reviews and semi-annual CPARS; and

Maintaining a file system.

Review LOGREQs and provide feedback to the Ordering Officer;

When requested, assist the Ordering Officer with invoice reconciliation;

Submit a quarterly report to the Contracting Officer which addresses HSP performance concerns.

NOTE: The COR is not an administrative contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the performance work statement (PWS) in the contract. When in the opinion of the HSP, the COR requests effort outside the existing scope of the contract, the HSP shall

promptly notify the contracting officer in writing. No action shall be taken by the HSP under such direction, until the contracting officer has issued a modification to the contract, or until the issue is resolved.

Ordering Officers: The contract allows U.S. Navy Supply Officers assigned to a ship or and other designated personnel authorized in the contract to place task orders off the contract as ordering officers. The responsibilities of the ordering officers are as follows:

Issuance of delivery/task orders;

Obligating funds when issuing task orders;

Authorize performance;

Complying with ordering procedures;

Bring to the attention of the contracting officer or COR any significant deficiencies with respect to HSP performance, deliveries, or actions which might jeopardize contract performance;

Notify the contracting officer or COR if the HSP is of the opinion the task order is deficient or beyond the scope of the basic contract;

Monitoring services of the HSP;

Providing feedback on HSP performance;

Notifying the contracting officer when cost estimates are not provided in a timely manner;

Notifying the contracting officer of invoice discrepancies or overcharges; and

Maintaining contractual records of task orders.

Make fair and reasonable determinations for all non-priced items with an extended cost of less than $25,000;

Review HSP invoices prior to payment;

Arrange for payment of finalized invoices prior to departure.

Prohibitions: The COR and ordering officers are prohibited from:

Modifying any of the stated terms of the contract;

Taking any action, either directly or indirectly, that could result in change in pricing, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the basic contract;

Direct the accomplishment of effort which would exceed the scope of the basic contract and delivery/task order;

Taking action with respect to termination, except to notify the contracting officer that the action is desired;

Giving guidance to the HSP, either orally or in writing, that might be interpreted as a change to the scope of the terms of the contract; and

Directing the HSP to begin work prior to the order date.

5. ORDERING AND INVOICE PROCESS: Task orders for husbanding services are normally provided by the ship's Supply Officer with contracting authority delegated through the Type Commanders (TYCOMs). In unique instances, the Contracting Officer may issue task orders on behalf of the ships for husbanding services.

For husbanding services, the ship provides a Logistics Requisition (LOGREQ) through as a Naval Message to the organizations responsible for coordinating the order (e.g., NAVSUP Fleet Logistics Center Site Singapore's Logistics Support Center (LSC) and Defense Attaché Office (DAO)) with the HSP. The COR (within the LSC) will pass the LOGREQ to the Contracting Officer for review and feedback on possible contractual issues/concerns. The COR will review the LOGREQ for quality and cost saving recommendation purposes and provide information back to the ship. The COR will also pass the LOGREQ on to the HSP on behalf of the ship. Once the HSP receives the LOGREQ, the HSP will provide a cost estimate to the Contracting Officer, and ship. The COR and contracting officer will review the cost estimate to ensure items are priced in accordance with the contract. In cases where a ship is ordering non-priced items, the Contracting Officer will be responsible for negotiating these items when it is outside the contracting authority of the Ship's Supply Officer. The COR will notify the ship of the results of the negotiated prices. The goal is the timely resolution of all pricing issues prior to the port visit. If prices are not negotiated prior to the visit, prices must be negotiated before the the non-priced services are provided. If there are any disputes regarding the prices, the Contracting Officer has the responsibility to resolve the issue.

For husbanding services, invoices shall be submitted to the ship's Supply Officer and payment will normally be made by the ship's disbursing office prior to the ship's departure. In instances where there is a dispute or invoices can not be paid by the ship's disbursing office, invoices will be submitted to the contracting officer and payment will be made by DFAS Yokota. In all cases, the HSP is responsible for reporting all expenditures under the contract through the LogSSR.

6. COST REPORTING PROCESS: The HSP is responsible for fully participating in the execution of the LogSSR. Requirements for these reports are contained in the Performance Work Statement and quality monitoring procedures are outlined in the QASP.

7. PAST PERFORMANCE DOCUMENTATION PROCESS: The COR and contracting officer will be responsible for documenting past performance through the CPARS system. There will be one final record annually, with an interim review every six months. The COR will be responsible for collecting and forwarding relevant past performance information to the contracting officer. CPARS records will be forwarded to the HSP for review and an opportunity to provide any feedback on negative performance documented in the record.

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
252.233-7001	Choice of Law (Overseas)	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

_X__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over $30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

___ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).

___ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

___ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (10) [Reserved].

___ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

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

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

___ (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

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

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

___ (13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).

___ (14)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

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

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (iv) Alternate III (JUL 2010) of 52.219-9.

___ (15) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (16) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (18) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (19) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

___ (21) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

___ (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).

___ (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).

___ (24) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (25) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

___ (26) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (27) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (28) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

___ (29) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

____ (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

____ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

___ (32) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (33) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423) .

___ (ii) Alternate I (DEC 2007) of 52.223-16. .

___ (36) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

___ (37) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (38)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (40) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

___ (44) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X__ (45) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (46) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

_X__ (47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (48) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

____

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

____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to

litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

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

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 30 Sep 2012.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:
(1) Any order for a single line item in excess of $1,220,000; or
(2) Any order for a combination of items in excess of $3,000,000; or
(3) A series of order within one (1) day for performance that together call for quantities that exceed those identified in the pricing schedule by more than 300 percent (300%).

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 days following the effective period of this contract.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days before contract expires.

(End of clause)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR Clauses http://acquisition.gov/comp/far/index.html
DFAR Clauses http://www.acq.osd.mil/dpap/dars/dfars/index.htm

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

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

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2011)

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

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

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

(1) ___252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) ___ 252.203-7003, Agency Office of the Inspector General (SEP 2010) (Section 6101 of Pub. L. 110-252, 41 U.S.C. 3509 note).

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

(4) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (15 U.S.C. 637).

(5) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(ii) ____ Alternate I (DEC 2010) of 252.225-7001.

(7) ____ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).

(9) ____ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

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

(11) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(12))(i) ___ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (SEP 2008)

(iii) ___ Alternate II (DEC 2010) of 252.225-7021.

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

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

(15)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (DEC 2010) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (JUL 2009) of 252.225-7036.

(iii) ___ Alternate II (DEC 2010) of 252.225-7036.

(iv) ___ Alternate III (DEC 2010) of 252.225-7036.

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

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

(18) ____ 252.227-7015, Technical Data--Commercial Items (MAR 2011) (10 U.S.C. 2320).

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

(20) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(21) ____252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(22) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

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

(24)____252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).

(25)____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

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

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

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

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

(1) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(4) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(5) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all—

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting officer.

(End of clause)

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUNE 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

(End of clause)

252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless—

(1) Approved in writing by the Contracting Officer;

(2) Made in accordance with the laws and regulations of the United States of America; and

(3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract of any plans, specifications, or other similar documents relating to work under this contract, if marked “Top Secret,” “Secret,” or “Confidential” be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall—

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

(End of clause)

ADDENDUM TO FAR 52.212-4

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed where the services affect health, force protection, safety, and/or prevention of damage to Naval vessels.

(2) Time of performance (i.e. hours of the day, days of the week, etc.) where the services affect health, force protection, safety, and/or prevention of damage to Naval vessels.

(3) Place of performance of the services where the services affect health, force protection, safety, and/or prevention of damage to Naval vessels.

(4) Specifications when the supplies or services to be furnished are to be specially manufactured for the Government in accordance with the specifications and affect health, force protection, safety, and/or prevention of damage to Naval vessels.

(5) Place of delivery where the services affect health, force protection, safety, and/or prevention of damage to Naval vessels

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

INDEX OF ATTACHMENTS

1. Ship Types
2. Schedule of Supplies/Services and Prices
3. Quality Assurance Surveillance Plan
4. Request for Sanitary Inspection
5. Port Klang Cruise Centre Port Tariff Guide dated 01 Jan 2011

ATTACHMENT 1 – SHIP CLASSIFICATIONS (DESCRIPTION OF SHIPS BY CLASS AND TYPE)

Primary Ships

Ship Hulls	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
AGF	23(7)	522	84(26)	13,634	665
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
AOR	33(10)	659(201)	96(29)	38,100	345
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
ATS	15(5)	283(86)	50(15)	3,117	102
CG	33 (10.0)	567 (173)	55 (16.8)	9,966	360
DD	33 (10)	563 (171)	55 (17)	9,884	352
DDG	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG	26 (8)	453 (138)	47 (14.3)	4,016	217
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
LSD 36-40	19(6)	553(169)	85(26)	14,225	688
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
PC 2-14	8 (2.4)	179(54.6)	26(7.9)	354	52
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
T-AGS	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-AKE	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
T-AO	35(11)	640(195)	86(26)	40,000	150
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOE	40 (12)	796 (242)	107 (53)	53,600	708
T-AOT	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WIX		295			200
WLB	13	180	37	1,025	49
WLM	8	175	36	845	18
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	7

WPB	82	17	68	10

Large Ships :

Ship Hulls	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
AS	29 (9)	649 (197)	85 (26)	23,350	1,351
CV 63, 64 & 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275
LCC	30 (10)	625 (191)	108 (33)	19,609	1,441
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	3,002
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420
MCS	32(10)	602(184)	84(26)	19,915	1,443
T-AH	33 (9.99)	895 (272.5)	105.6 (32.18)	69,360	1,276

NOTES:

1. “Primary ships” includes the majority of government vessels in the Naval Registry. These ships typically have a crew size of under 1000 personnel.

2. “Large ships” are government vessels that typically have a crew size of 1000 or greater personnel (generally large deck amphibious assault ships and aircraft carriers). Amphibious Assault Ships (LHAs & LHDs) will be classified as large ships with or without deployed crew complements.

GLOSSARY OF TERMS AND ABBREVIATIONS

AGOS	RESEARCH SHIP
AGSS	RESEARCH SUBMARINE
AOE	FAST COMBAT SUPPORT SHIP
ARS	SALVAGE SHIP
AS	SUBMARINE TENDER
CG	GUIDED MISSLE CRUISER
CV	MULTIPURPOSE AIRCRAFT CARRIER (CONVENTIONALLY PROPULSION)
CVN	MULTIPURPOSE AIRCRAFT CARRIER (NUCLEAR PROPULSION)
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
FFG	GUIDED MISSLE FRIGATE
HSV	HIGH SPEED VESSEL
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCS	LITTORAL COMBAT SHIP
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LHD	AMPHIBIOUS ASSAULT SHIP (MULTI- PURPOSE)
LPD	AMPHIBIOUS TRANSPORT DOCK
LSD	AMPHIBIOUS CARGO SHIP
LSV	LOGISTIC SUPPORT VESSEL (ARMY)
HSIC	MARK V SPECIAL OPERATIONS CRAFT (1 PAIR)
MCM	MINE COUNTERMEASURE SHIP
MCS	MINE COUNTERMEASURE SUPPORT SHIP

MHC	MINE HUNTERS COASTAL
MSC	MILITARY SEALIFT COMMAND
PC	PATROL COASTAL SHIP
SSBN	BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSGN	CRUISE MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	ATTACK SUBMARINE (NUCLEAR PROPULSION)
T-AE	AMMUNITION SHIP (MSC)
T-AFS	COMBAT STORE SHIP (MSC)
T-AGOS	OCEAN SURVEILLANCE/PATROL SHIP (MSC)
T-AGS	SURVEYING/ OCEANOGRAPHIC SHIP (MSC)
T-AH	HOSPITAL SHIP (MSC)
T- AKE	DRY CARGO/AMMUNITION SHIP (MSC)
T-AKR	STRATEGIC SEALIFT SHIP (MSC)
T-AO	OILER (MSC)
T-AOT	TANKER (MSC)
T-ATF	FLEET OCEAN TUG (MSC)
WAGB	POLAR CLASS ICEBREAKERS
WHEC	HIGH ENDURANCE CUTTER
WMEC	MEDIUM ENDURANCE CUTTER

ATTACHMENT 2 – STANDARD LOT LINE ITEMS

See attached excel spreadsheet.

ATTACHMENT 3 – QUALITY ASSURANCE SURVEILLANCE PLAN

QUALITY ASSURANCE SURVEILLANCE PLAN

Contract No:
HUSBANDING SERVICES

Coordination and Review:

_____
Contracting Officer Date

_____
COR
Date

_____
CONTRACTOR
Date

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance-based Performance Work Statement (PWS). This performance-based plan sets forth the procedures and guidelines the U.S. Fleet & Industrial Supply Center, and its detachments will use to monitor contractor's performance, evaluating port visit cost reporting, non-priced item pricing performance, and ship's overall satisfaction with the of the husbanding service contractor's port visit services.

1.1 PURPOSE

1.1.1. The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the port visit cost reporting requirements, adhering to the non-priced item pricing performance standards, and meeting the ship's task order requirements as identified in the PWS.

1.1.2 This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

2.0 PERFORMANCE MANAGEMENT APPROACH

2.1 The performance-based PWS structures the acquisition around "what" service is required as opposed to "how" the contractor should perform the work. This QASP will define the performance management approach taken by the Contracting Officer to monitor, manage, and take appropriate action on the contractor's performance against expected outcomes or performance objectives communicated in the PWS. Performance management rests upon developing a capability to review and analyze information generated through performance metrics. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management. The data generated in a performance management approach provides information that indicates whether or not expected outcomes for required services are being achieved adequately by the contractor.

2.2 Performance management also represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether or not outcomes are being achieved and migrates away from scrutiny on compliance with the processes and practices used to achieve the outcome. The only exceptions to process reviews are those required by law and compelling business situations such as safety and health. An outcome focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved at the desired levels of performance.

3.0 PERFORMANCE MANAGEMENT STRATEGY

3.1 The contractor will set forth the staffing and procedures for self inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The contractor will develop and implement a performance management system with processes to assess and report their performance to the Contracting Officer.

3.2 The Contracting Officer will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The Government will make decisions based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

4.0 ROLES AND RESPONSIBILITIES

4.1. Procuring Contracting Officer (PCO). The PCO is the individual who performs preaward functions and awards or executes a contract. The PCO will retain post award functions. Accordingly, the PCO performs assigned post award functions related to the administration of the contract. Ensures performance of all necessary actions for effective contracting, monitors compliance with the terms of the contract, and safeguards the interests of the Government. The PCO makes certain the contractor receives impartial, fair, and equitable treatment under the contract. The PCO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

4.2. Contracting Officer Representative (COR). The Government personnel who perform quality assurance functions for a contracted service.

- Provide technical assistance to the contracting office
- Provide functional continuity and stability
- Maintain proficiency in contract surveillance procedures
- Perform surveillance in accordance with the surveillance plan and provide documentation of surveillance observations to the PCO, as required
- Notify the PCO of any significant performance deficiencies
- Prepare input to the Contractor Performance Assessment Reporting System (CPARS)

4.3 Ordering Officers (e.g., Ship SUPPO) are responsible to

- Issue the orders in accordance with the terms and conditions
- Monitor, assess, and communicate the performance of the contractor. Government surveillance may occur under authority of the Inspection/Acceptance paragraph of clause 52.212-4, Contract Terms and Conditions – Commercial Items, for any supply or service relating to the contract.

PERFORMANCE OBJECTIVES AND METHOD OF SURVEILLENCE

The contractor shall provide husbanding service support in accordance with the PWS. While the contractor is fully expected to comply with all requirements in the PWS, the government's assessment of contractor performance will focus mainly on the performance objectives that are also listed in the Attachment 4a. Performance Reporting Summary (PRS). The level of the acceptance for each objective is also established

5.1. Performance Objective #1:

Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2.

Method of surveillance: E-mail received by the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided.

Level of acceptance:

- On time 100%

- Up to 2 working days late, but before ship's arrival 80%

- 3-4 working days late, but before ship's arrival 60%

- Over 4 working days late but before ship's arrival 40%

- None before ship's arrival 0%

5.2. Performance Objective #2:

Submit final LogSSR within seven (7) days of each ship's departure (includes entering data into LogSSR and submitting all supporting documentation).

Method of surveillance: Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.

Level of acceptance:

- Within 7 calendar days after ship's departure 100%

- Within 08-14 calendar days after ship's departure 80%

- Within 15-30 calendar days after ship's departure 50%

- Over 30 calendar days after ship's departure 0%

5.3. Performance Objective #3:

LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages).

Any changes after the LogSSR entry must be sent with a summary of the changes to LogSSR for the update.

Method of surveillance: Compare the LogSSR data and PVCR/invoice data.

Level of acceptance:

- No errors 100%

- 1 error 80%

- 2 errors 60%

- 3 errors 40%

- Over 3 errors 0%

5.4 Performance Objective #4:

Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.

Method of surveillance: After each ship visit, the ship submits a port visit cost report indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

5.4. Performance Objective #4:

In Port Pricing. The HSP shall maintain the OPA's 'real-time' pricing capability and update ALL pricing and ordering data during the actual performance period the ship is in port. The HSP shall continue to input documentation into the application during the entire port visit.

The HSP shall update this report at least once per day of performance between the hours of 0700 and 2300, if relevant, while ship is in port until the completion of the ship's visit.

Method of surveillance: check the on-line pricing tool during the ship's visit and after the ship's departure to verify that the contractor updates the OPA with the additional requirements and for the non-priced item the procedure established has been followed.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

5.5 Performance Objective #5

Final Price Report. A Final Price Report must be reported in OPA Tool and itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 within forty eight (48 hours) after a ship leaves port. The HSP shall include all paid and unpaid invoices to the report.

Any changes to final prices paid shall be updated within the OPA one (1) calendar day of the change .

Method of surveillance: check the OPA forty eight (48 hours) after a ship leaves port.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

5.6 Performance Objective #6:

Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.

Method of surveillance: After each ship visit, the ship submits a port visit cost report indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

6.0 METHODOLOGIES TO MONITOR PERFORMANCE

6.1 In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate contractor performance. The Contracting Officer will use, the LogSSR and any input from the requiring activity as sources of comments on the contractor's performance.

6.2 The ships always have the option to communicate complaints to the Contracting Officer as opposed to the contractor. The complaints can be submitted during or after the visit; however the primary document that reports the complaints is the Port Visit Cost Report (PVCR). The Contracting Officer will accept the ships complaints and will investigate.

7.0 QUALITY ASSURANCE REPORTING

7.1. Within 30 days following the end of each quarter, the COR/PCO will prepare a report that shows the level of acceptance for each performance objective reached. An overall goal of 80% is the average of the level of acceptance of each performance objective.

8.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

8.1 The Government shall use the observation methods cited to determine whether the AQLs have been met. The Government will evaluate the results which then may be translated into the specific negative incentives should performance not meet the AQL (for failure performance, see paragraph 9.0)

8.2 The PCO may require the contractor's project manager, or a designated alternate, to meet with the Government personnel as deemed necessary to discuss performance evaluation. The PCO will define a frequency of in-depth reviews with the contractor. However, if the need arises, the contractor will meet with the PCO as often as required or per the contractor's request. The agenda of the reviews may discuss:

- Performance measured by the metrics and trends
- Issues and concerns of both parties
- Recommendations made by the KO based on contractor information
- Issues arising from independent reviews and inspections

8.3 The PCO and contractor should jointly formulate tactical and long–term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the PCO.

9.0. FAILURE TO PERFORM

9.1 The contractor may receive negative past performance ratings or even termination based on failure to perform. The following criteria apply for determining appropriate action:

Termination. If the KO determines that the contractor has failed to perform to the extent that a termination for cause is justified, the KO shall issue a notice of termination, consistent with FAR Part 12.

LIST OF ATTACHMENTS

Attachment 3a. QASP Matrix

	Attachment 3a	**Required Service**	**Levels**
Required Service	Performance Standards	Method Of Surveillance	Goals
Timely submission of estimates within two (2) working days after receipt of the order.	Submit pre-arrival cost estimate to ship and Contracting Officer within 48 working hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2. The On-line Pricing Application Tool may be utilized for the creation of the estimate.	E-mail received by the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided..	- On time 100% - Up to 2 working days late, but before ship's arrival 80% - 3-4 working days late, but before ship's arrival 60% - Over 4 working days late but before ship's arrival 40% - None before ship's arrival 0%
LogSSR and final cost reports	Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.	LogSSR Data-base	- Within 7 calendar days after ship's departure 100% - Within 08-14 calendar days after ship's departure 80% - Within 15-30 calendar days after ship's departure 50% - Over 30 calendar days after ship's departure 0%
LogSSR report accuracy	LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages)	Compare the LogSSR data and PVCR/invoice data.	- No errors 100% - 1 error 80% - 2 errors 60% - 3 errors 40% - Over 3 errors 0%

In Port Pricing	(1) The HSP shall maintain the online pricing application's 'real-time' pricing capability and update ALL pricing and ordering data during the actual performance period the ship is in port. The HSP shall continue to scan support documentation into the application during the entire port visit. (2) The HSP shall update this report at least once per day of performance between the hours of 0700 and 2300, if relevant, while ship is in port until the completion of the ship's visit.	On-Line Pricing Application	- Satisfied 100% - Not Satisfied 0%
Final Price Report	(1) A Final Price Report must be reported in On-line Pricing Application Tool and itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 within forty eight (48 hours) after a ship leaves port. The HSP shall include all paid and unpaid invoices to the report (3) Any changes to final prices paid shall be updated within the application one (1) calendar day of the change.	Online Pricing Application	- Satisfied 100% - Not Satisfied 0%
Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.	After each ship visit, the ship submits a port visit cost report to indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.	Ship's port cost visit report, observations, complaints	- Satisfied 100% - Not Satisfied 0%

ATTACHMENT 4 – REQUEST FOR SANITARY INSPECTION

SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
NAVSUP Fleet Logistics Center Site Singapore
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD, BLDG 7-2
SINGAPORE 759657

Dear Sir:

We are interested in supplying (e.g. specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

LIST AND INFORMATION TO REQUEST FOR INITIAL INSPECTION

- List of products for which approval is requested.
- Establishment letterhead - four places.
- Name of establishment owner.
- Site area size - acres, square feet or square meters.
- General description of the area surrounding the plant site.
- Building description, i.e. material used in construction, age of building(s), size (in square feet or meters), and number of stories.
- Drawing of floor plan of building(s) to include major production areas (for slaughterhoused and dairies only).
- List of major processing equipment.
- Sources of raw materials.
- Output of finished product - average kilograms or tons per day, per week or per month.
- Special codes printed on product packages which identify the establishment, the product, and the date of production or packaging.
- Number of employees.
- Are employees receiving pre-employment or periodic medical examinations? What is the frequency of the periodic examinations?
- Program for employee instruction personal hygiene, food, handling techniques, and food hygiene and safety.
- Cleaning and sanitizing methods, including chemical used.
- Detailed written cleaning and sanitizing program.
- Official water quality certification from the local government, including total aerobic bacteria plate count, coliform count, and chemistry.
- Name of water source.
- Waste disposal program.
- Pest control program.
- Name of inspection agencies which inspect the plant (government and civilian) and frequency of inspections. Are inspection reports available for review?
- Flow chart for the manufacture of each major category of products listed in No.1 above from raw materials to finished products health control points.
- What laboratory examinations are performed on products and plants environment? Are the results available for review?
- Total number of company vehicles?
- Key personnel and point of contact for inspectors.
- Direction to plant.

European Economic community (EEC) and United States Department of Agriculture (USDA) plant establishment number(s).

ATTACHMENT 5 – SEE SEPARATE PORT KLANG CRUISE CENTRE PORT TARIFF GUIDE 2011 DATED 1 JAN 2011

NOTE: Offerors are advised that the Attachment 5, PKCC Port Tariff Guide is included for informational purposes only. Offerors are responsible for keeping abreast of current port tariff rates applicable to this Lot location and for factoring these prices into their offer prices.

OC-1 INVOICES AND PAYMENTS

(a) Invoice Content

The Contractor shall submit to the ordering officer an invoice that lists all the expenses incurred by the ship during the port visit. The contractor's invoice shall list items priced under this contract and include subcontractor invoices for all other items not priced in the contract. All invoices submitted shall have all supporting documentation (i.e. trash and CHT certificates, delivery tickets signed by ship's personnel, with a legible signature and printed name and rank, port tariff invoices (limited to any port tariff supplies and services ordered as incidentals), invoices for items not pre-priced in the contract, and any other documentation that the supplies/services have been delivered and accepted) and must be submitted in accordance with the paragraph below. All items listed on the invoices must be completely detailed (i.e., broken down) for quantity, contract unit of issue, unit price, etc. No lump sum amount will be accepted.

The Contractor has the responsibility to keep copies of all documentation submitted to the ship for each visit for all supplies and services rendered and in the quantities invoiced. The Contractor shall keep a copy of all such documentation in one place that will be indicated to the Contracting Officer at the time of contract award. NAVSUP Fleet Logistics Center Site Singapore and its detachments contracting personnel may examine these files at any time during the performance of this contract.

The invoices must be easily identifiable as original (i.e. original signature or stamped as ORIGINAL). If an electronic invoice is authorized, the Contractor must certify on the invoice that it is the first time that the invoice is submitted. If the original invoice has been lost, a copy of the invoice may be submitted. This invoice must be marked as 『DUPLICATE COPY』 and a signed and dated statement with a contractor's stamp must be made on the duplicate invoice confirming that payment has not been received.

Each invoice must include—

(1) Name and address of the Contractor;
(2) Invoice number and date issued;
(3) Contract number, Contract Line Item Number, Lot Line Item and , if applicable, the Order Number;
(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(5) If appropriate, the shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on a Government bill of lading;
(6) Terms of any prompt payment discount offered;
(7) Name and address of the official to whom payment is to be sent;
(8) Name, title, and phone number of the person to be notified in the event of a defective invoice;
(9) Supporting documentation (i.e. trash and CHT certificates, delivery tickets signed by the ship's personnel, with a legible signature and printed name and rank, and any other documentation that the supplies/services have been delivered and accepted);
(10) The invoice must be correct and complete and without handwritten figures.
(11) Electronic funds transfer (EFT) information.

The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation

provision, contract clause (e.g. FAR 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration), or applicable agency procedures.

EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

If an item is not included on the original invoice, a supplemental invoice shall be issued with the same number followed by alpha suffix (e.g. Invoice No. 0001/03-A). The same requirements for submittal of the original invoice apply to the supplemental invoice.

If an invoice for an item is not available prior to the ship's departure (e.g. cell phone charges, port tariff items, port dues, etc.), the item shall be listed on the invoice with the words 『TO BE DETERMINED (TBD)』. Once the invoice has been received and the exact amount is known, the Contractor shall issue a supplemental invoice (with all supporting documentation attached) as 『FINAL』 for the final payment. TBD invoices shall not be paid until a 'FINAL' invoice is submitted.

It is the Contractor's responsibility to verify with port authorities and concessionaires that there are no pending charges prior to the ship's departure. This is to avoid any possible future invoices that may be submitted for unknown services to the U.S. Government.

When preparing an invoice the term 『Miscellaneous』 or any similar type description should be avoided. If this is not possible and the Contractor must use the term 『Miscellaneous』 when submitting an invoice, the Contractor shall provide a detailed list of items purchased and item prices on the invoice.

Invoices not in compliance with these instructions are not considered to be proper invoices and may be rejected.

(b) Invoice Submission

The invoice must be submitted to the listed activities in the following order:

(1) To the ship's Supply Officer or his designated representative one day prior to its sailing date. In the event the Contractor is unable to present any invoice to the ordering ship for payment prior to the departure of the ship, the Contractor shall submit invoices and attempt to obtain payment at the ship's next port of call.

(2) If unsuccessful, to the Contracting Officer. In the event the Contractor is unable to present any invoice to the ordering ship prior to its departure, the invoice must be promptly submitted to the CO for payment through DFAS Yokota. In no case should the invoice be submitted beyond 90 days after the ship's departure from the port. The Disbursing Officer will annotate the date the invoices are received for the purpose of calculating any interest due. An exception to the 90-day limit will be given only for charges made by the port authorities or concessionaires, or the host nation authorities, including military authorities. It is the Contractor's responsibility to verify that there are no pending charges and to obtain the invoices from these authorities no later than six months after the ship's departure.

(3) Alternatively, whenever a non-Navy ordering authority orders services under the contract, the Contractor shall submit invoices and all supporting documents to that ordering activity.

(c) Payment of Invoices

Payments under this contract will be made in accordance with the clause FAR 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003).

Payment will be made after delivery and acceptance of supplies or performance and acceptance of services.

『Acceptance』 means the act of an authorized representative of the Government by which the Government, for itself or as an agent of another, assumes ownership of existing identified supplies tendered or approves specific services rendered as partial or complete performance of the contract (from FAR 46.101 Definitions).

Bill payment shall be disbursed through one of the following methods, check, purchase card, submission of invoices to a Defense Finance and Accounting Command (DFAS) via regular mail.

The Contractor shall present to the ordering officer or SUPPO all pricing that is firm and finalized one-day prior to the ship's sailing or the ordering activity departure. At that time, the Contractor shall relay any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for these functions shall be the ordering officer or the ordering officer's designated representative. In addition, the Contractor shall present all documentation and invoices from other Contractors subject to provision of services under this contract.

The Contractor shall obtain a signed delivery order (DD 1155) to verify that the services were received and that charges presented in the port visit cost reporting program are correct for payment. This may be accomplished via email from the Ordering Officer or the SUPPO of the ship. The ordering officer shall pay for all supplies and services accepted during the period of performance by one of the aforementioned methods of payment.

In the absence of a delivery order, forward invoices and all documentation regarding inspection and acceptance of supplies and services by the ship's representative with appropriate accounting data to the Administrative Contracting Office.

(d) The Government will not make direct payments of VAT to the host nation nor will it withhold taxes, including VAT, from invoices for orders that are submitted to the husbanding services contractor by the Government. Payment of appropriate taxes required as part of conducting business in the specific country at which a port visit takes place are a responsibility of the husbanding services contractor. Offerors are further directed to FAR 52.229-6, Taxes-Foreign Fixed-Price Contracts (JUN 2003), which is included in the solicitation.

OC-2 Host Country Agreements

The HS Contractor shall not be reimbursed, paid, or otherwise compensated for any port use charges, fees, dues or similar costs at ports at which existing host country agreements exempt vessels of the United States from such charges, fees, or dues. The United States government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, while in PKCC, Malaysia.

Notwithstanding the paragraph above, the contracting officer or an authorized government official may direct the Husbanding Service Contractor to request that the appropriate local authority provide items from which an agreement exempts payment by vessels of the United States such as Dockage and Wharfage space or Fleet Landing space at the PKCC for the U.S. Government's use at no cost to the U.S. Government.

OC-3 ORGANIZATIONAL CONFLICT OF INTEREST

Offerors shall disclose whether they or their parent or any affiliated companies have any direct or indirect ownership interest in PKCC or its parent or affiliated companies. If so, describe the steps that will be taken to take to ensure that the offeror, its parent company and/or any affiliate companies does not exert influence or control over PKCC to the financial detriment of the U.S. Navy.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	25-Jul-2013	N4034511RCSG0035	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-12-D-0003
	X	10B. DATED (SEE ITEM 13) 11-Apr-2012
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt011316153

1. The purpose of this modification is to extend the current contract performance from 11 Aug 2013 to 10 Oct 2013 in accordance with the clause FAR 52.217-8, Option to Extend Services.
2. There is no change in the estimated total contract price as a result of this modification.
3. All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 25-Jul-2013

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The order period end date has changed from 10-Aug-2013 to 10-Oct-2013.
The order period start date has changed from 11-Apr-2013 to 11-Aug-2013.

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 11-APR-2012 TO 10-AUG-2013	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 11-AUG-2013 TO 10-OCT-2013	N/A	N/A FOB: Destination	

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	07-Mar-2013	N4034511RCSG0035	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-12-D-0003
	X	10B. DATED (SEE ITEM 13) 11-Apr-2012
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt01137921

1. The purpose of this modification is to extend the current contract performance from 11 Apr 2013 to 10 Aug 2013 in accordance with the clause FAR 52.217-8, Option to Extend Services.
2. There is no change in the estimated total contract price as a result of this modification.
3. All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 15-Mar-2013

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The order period end date has changed from 10-Apr-2013 to 10-Aug-2013.
The order period start date has changed from 11-Apr-2012 to 11-Apr-2013.

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 11-APR-2012 TO 10-APR-2013	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 11-APR-2012 TO 10-AUG-2013	N/A	N/A FOB: Destination	

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: N4034509RCSG0006

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-11-D-0017	23-Jun-2011		N62649-09-R-0041	03-Nov-2009

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)*

8. OFFER DUE DATE/LOCAL TIME: 10:00 AM 22 Feb 2011

9. ISSUED BY CODE N62649

US FLEET AND INDUSTRIAL SUPPLY CENTER
(CODE 200)
CONTRACTING DEPARTMENT
PSC 473 BOX 11
FPO AP 96349-0011

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: NAICS:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE N40345
(N40345) FISC DET SINGAPORE
CONTRACTING DEPARTMENT (CODE 250)
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

17a. CONTRACTOR/ OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE. LTD.
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163 FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
$6,441,719.00 EST

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE Solicitation R62649-09-R-0041
- [X] OFFER DATED 15-Feb-2011 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(6), (b)(7)(C)

31c. DATE SIGNED: 22-Jun-2011

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*
(b)(6), (b)(7)(C) CONTRACTING OFFICER
TEL (b)(6), (b)(7)(C)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

PERFORMANCE WORK STATEMENT

Note 1: U.S. FISC YOKOSUKA, DETACHMENT SINGAPORE - The official command name for U.S. Fleet and Industrial Supply Center (FISC) Yokosuka, Detachment Singapore is changing July 1. As of July 1, 2011, the ommand's official new name will be: NAVSUP Fleet Logistics Center Yokosuka, Site Singapore. The official command name for U.S. Fleet and Industrial Supply Center (FISC) Yokosuka will be: NAVSUP Fleet Logistics Center Yokosuka. Accordingly, all references throughout the contract have been updated to reflect this name change.

Note 2: This contract is limited to Region 3 (Australia and the Pacific Islands), Lots 52 - 76.

SCHEDULE OF SUPPLIES/SERVICES AND PRICES

A. GENERAL

This contract is for performance of maritime husbanding support for U.S Navy ships visiting ports and operating in Region 3 of the Western Pacific and Indian Ocean. Additionally, the husbanding contractor may be called upon to provide services in support of Operations Other Than War (OOTW) within a Region's territorial boundaries. The Regions, countries and major ports included in each region are as follows:

Region 1 – South Asia (7 countries, 4 major ports)	
Bangladesh	Maldives • Male
Bhutan	Nepal (OOTW)
Burma	Sri Lanka
India • Chennai • Goa • Mumbai	
Region 2 – Southeast Asia (12 countries, 19 major ports)	
Brunei • Muara	Philippines • Manila • Puerto Princesa • Subic Bay
Cambodia • Sihanoukville	Malaysia • Kemaman • Kota Kinabalu • Penang • Sepangar
China • Hong Kong	Singapore • Changi • Sembawang
Indonesia • Bitung • Jakarta • Surabaya	Taiwan
Laos (OOTW)	Thailand • Laem Chabang • Phuket • Sattahip

Palau	Vietnam • Da Nang
Region 3 – Australia and the Pacific Islands (17 countries, 8 major ports)	
Antarctica	New Caledonia • Noumea
Australia • Brisbane • Darwin • Fremantle • Sydney	New Zealand
East Timor • Dili	Papua New Guinea
Fiji	Solomon Islands • Honiara
French Polynesia	Tonga • Nuku Alofa
Kiribati	Tuvalu
Marshall Islands	Vanuatu
Micronesia	Western Samoa
Nauru	
Region 4 – East Asia (4 countries, 12 major ports)	
Japan • Fukuoka • Kagoshima • Maizuru • Nagasaki • Osaka • Shimoda • Tokyo	South Korea • Chinhae • Pohang • Busan • Donghae
Mongolia (OOTW)	Russia • Vladivostok

Region Item and Price Structure

Major ports are indicated by name of port (e.g., Goa, Vladivostok, Sydney, etc.). A fully priced proposal must be received for ALL line items in a Region for it to be considered acceptable. For OOTW, a proposal only for Management Fees is required.

The contract is sub-divided into Lots. Targeted lots are identified in bold print below and by highlighted tabs in Attachment 2, Pricing Schedule. Lots may be for individual ports or they may include several ports under one Lot. For this contract, the following Lots apply:

Region 1 – Lots 01 – 15 (7 countries, 4 major ports)

Lot 01 – Bangladesh, All Ports, Husbanding Services and OOTW
Lot 02 – Burma (Myanmar), All Ports, Husbanding Services and OOTW
Lot 03 – India, Chennai, Husbanding Services and OOTW (*)
Lot 04 – India, Goa, Husbanding Services and OOTW (*)
Lot 05 – India, Mumbai, Husbanding Services and OOTW (*)
Lot 06 – India, All Other Ports, Husbanding Services and OOTW
Lot 07 – Maldives, Male, Husbanding Services and OOTW (*)
Lot 08 – Maldives, All Other Ports, Husbanding Services and OOTW
Lot 09 – Sri Lanka, All Ports, Husbanding Services and OOTW
Lot 10 – Nepal, OOTW

Lot 11 – Bhutan, OOTW
Lot 12 – 15, Reserved

Region 2 – Lots 16 – 51 (12 countries, 19 major ports)

Lot 16 – Brunei, Muara, Husbanding Services and OOTW (*)
Lot 17 – Brunei, All Other Ports, Husbanding Services and OOTW
Lot 18 – Cambodia, Sihanoukville, Husbanding Services and OOTW (*)
Lot 19 – Cambodia, All Other Ports, Husbanding Services and OOTW
Lot 20 – China, Hong Kong, Husbanding Services and OOTW (*)
Lot 21 – Indonesia, Bitung, Husbanding Services and OOTW (*)
Lot 22 – Indonesia, Jakarta, Husbanding Services and OOTW (*)
Lot 23 – Indonesia, Surabaya, Husbanding Services and OOTW (*)
Lot 24 – Indonesia, All Other Ports, Husbanding Services and OOTW
Lot 25 – Palau, All Ports, Husbanding Services and OOTW
Lot 26 – Philippines, Manila, Husbanding Services and OOTW (*)
Lot 27 – Philippines, Puerto Princesa, Husbanding Services and OOTW (*)

Lot 28 – Philippines, Subic Bay, Husbanding Services and OOTW (*)
Lot 29 – Philippines, All Other Ports, Husbanding Services and OOTW (*)
Lot 30 – Malaysia, Kemaman, Husbanding Services and OOTW (*)
Lot 31 – Malaysia, Kota Kinabalu, Husbanding Services and OOTW (*)
Lot 32 – Malaysia, Penang, Husbanding Services and OOTW (*)
Lot 33 – Reserved
Lot 34 – Malaysia, Sepangar, Husbanding Services and OOTW (*)
Lot 35 – Malaysia, All Other Ports, Husbanding Services and OOTW
Lot 36 – Singapore, Changi, Husbanding Services and OOTW (*)
Lot 37 – Singapore, Sembawang, Husbanding Services and OOTW (*)
Lot 38 – Taiwan, All Ports, Husbanding Services and OOTW
Lot 39 – Thailand, Laem Chabang, Husbanding Services and OOTW (*)
Lot 40 – Thailand, Phuket, Husbanding Services and OOTW (*)
Lot 41 – Thailand, Sattaship, Husbanding Services and OOTW (*)
Lot 42 – Thailand, All Other Ports, Husbanding Services and OOTW
Lot 43 – Vietnam, Da Nang, Husbanding Services and OOTW (*)
Lot 44 – Vietnam, All Other Ports, Husbanding Services and OOTW
Lot 45 – Laos, OOTW
Lot 46 – China, OOTW
Lots 47 – 51, Reserved

Region 3 – Lots 52 – 81 (17 countries, 8 major ports)

Lot 52 – Australia, Brisbane, Husbanding Services and OOTW (*)
Lot 53 – Australia, Darwin, Husbanding Services and OOTW (*)
Lot 54 – Australia, Fremantle, Husbanding Services and OOTW (*)
Lot 55 – Australia, Sydney, Husbanding Services and OOTW (*)
Lot 56 – Australia, All Other Ports, Husbanding Services and OOTW
Lot 57 – East Timor, All Ports, Husbanding Services and OOTW (*)
Lot 58 – Reserved
Lot 59 – Fiji, All Ports, Husbanding Services and OOTW
Lot 60 – French Polynesia, All Ports, Husbanding Services and OOTW
Lot 61 – Kiribati, All Ports, Husbanding Services and OOTW
Lot 62 – Marshall Islands, All Ports, Husbanding Services and OOTW
Lot 63 – Micronesia, All Ports, Husbanding Services and OOTW
Lot 64 – Nauru, All Ports, Husbanding Services and OOTW

Lot 65 – New Caledonia, Noumea, Husbanding Services and OOTW (*)
Lot 66 – New Caledonia, All Other Ports, Husbanding Services and OOTW
Lot 67 – New Zealand, All Ports, Husbanding Services and OOTW
Lot 68 – Papua New Guinea, All Ports, Husbanding Services and OOTW
Lot 69 – Solomon Islands, Honiara, Husbanding Services and OOTW (*)
Lot 70 – Solomon Islands, All Other Ports, Husbanding Services and OOTW
Lot 71 – Tonga, Nuku Alofa, Husbanding Services and OOTW (*)
Lot 72 – Tonga, All Other Ports, Husbanding Services and OOTW
Lot 73 – Tuvalu, All Ports, Husbanding Services and OOTW
Lot 74 – Vanuatu, All Ports, Husbanding Services and OOTW
Lot 75 – Western Samoa, All Ports, Husbanding Services and OOTW
Lot 76 – Antarctica, OOTW
Lots 77 – 81, Reserved

Region 4, Lots 82 - 99 (4 countries, 12 major ports)

Lot 82 – Japan, Fukuoka, Husbanding Services and OOTW (*)
Lot 83 – Japan, Kagoshima, Husbanding Services and OOTW (*)
Lot 84 – Japan, Maizuru, Husbanding Services and OOTW (*)
Lot 85 – Japan, Nagasaki, Husbanding Services and OOTW (*)
Lot 86 – Japan, Osaka, Husbanding Services and OOTW (*)
Lot 87 – Japan, Shimoda, Husbanding Services and OOTW (*)
Lot 88 – Japan, Tokyo, Husbanding Services and OOTW (*)
Lot 89 – Japan, All Other Ports, Husbanding Services and OOTW (*)
Lot 90 – South Korea, Busan, Husbanding Services and OOTW (*)
Lot 91 – South Korea, Chinhae, Husbanding Services and OOTW (*)
Lot 92 – South Korea, Donghae, Husbanding Services and OOTW (*)
Lot 93 – South Korea, Pohang, Husbanding Services and OOTW (*)
Lot 94 – South Korea, All Other Ports, Husbanding Services and OOTW
Lot 95 – Russia, Vladivostok, Husbanding Services and OOTW (*)
Lot 96 – Russia, All Other Ports, Husbanding Services and OOTW
Lot 97 – Mongolia, OOTW
Lots 98 – 99, Reserved

Line Items used in the Performance Work Statements and in the Pricing sheets for all Regions are outlined as follows:

XX01	First Day of Husbanding Services (Anchorage and Pierside)
XX02	Subsequent Day Husbanding Services (Anchorage and Pierside)
XX03	Trash Removal
XX04	CHT
XX05	Yokohama Fenders
XX06	Potable Water
XX07	Pilots
XX08	Tugs
XX09	Linehandlers
XX10	Water Ferry/Taxi Services
XX11	Transportation Services (Bus Service and Vehicle Rental Service)

XX12	Force Protection Services and Supplies
XX13	Camels, Breasting, and Fendering Barges
XX14	Landing Barges
XX15	Fleet Landing
XX16	Reserved
XX17	Oily Waste Removal
XX18	Unique Port Services
XX19	Oil Booms
XX20	Material Handling
XX21	Tent with Equipment for Special Events (Includes Tables, Chairs, Lighting and Fans)
XX22	Shore Power (Includes Cables, Connection, Fuel, and Operators) 450 – 480V, 60HZ
XX23	Manlift (With Operator)
XX24	Brows
XX25	Bottled Water
XX26	Mobile Crane Services
XX27	Forklift Services
XX28	Telephone Services and Communications Equipment
XX29	Reserved
XX30	Reserved
XX31	Port Dues
XX32	Cost Reporting
XX33 – XX39	RESERVED
XX40	OOTW Fees
XX41	Provisions
XX42	Fuel
XX43	Incidentals

B. PRICING

Except for Port Tariffs, unit prices for all contract items described below shall be inclusive of all necessary equipment, licensed operators, all liability insurance as required by local law, holiday and overtime costs, customs clearances, and fuel and operating expenses.

1) Fixed Prices are required in the Pricing Schedule except where Port Tariff (PT) prices, To Be Determined (TBD) prices, or Not Separately Priced (NSP) have been identified. Services with an estimated quantity of 'No Estimate' are required to be priced in the Attachment 2 schedules and shall be treated as pre-priced items. Pricing for all services other than pre-priced items, PT items, and NSP items shall be arranged using the online pricing application procedures described in Attachment 8. Unless otherwise provided, these Fixed Prices shall also include performance at night, overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, other inclement weather, or service to tankers and ships carrying explosives. These requirements do not include performance during cyclones or typhoons except where

ships are required to depart in advance of cyclones or typhoons as part of a typhoon or cyclone evasion plan. They also include all operating expenses including tugs, barges, trucks, personnel, and customs clearances and any other charges unless specifically exempted by the Government.

2) Port Tariffs will apply to those services which are based on Port Tariff rates established and controlled by Port Authorities. English translated copies of the Port Tariffs must be submitted to the Supply Officer of the ship entering a specific Port and to the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore email address specified at the time of contract award for each region.

3) Fees for Husbanding Services cover regular and overtime labor of contractor personnel supporting the ships plus indirect expenses, including all management, overhead and office expenses. The husbanding fees also include costs for arranging supplies and services described herein, costs associated with attendance at periodic meetings and pre-deployment briefings. The husbanding fees represent total compensation for the contractor except for supplies and services with Fixed Prices.

4) OOTW Fees will constitute an all inclusive fixed fee based on a daily fee (per contractor person providing support) for "husbanding" the OOTW effort/logistics support.

5) Purchase Card Surcharge. The U.S. Government reserves the right to make payment by purchase card. All purchase card surcharges will be identified as a separate entry on each invoice. The Government will reimburse administrative surcharges for the lesser of actual fees or 5% for non-priced items only. Applicable purchase card surcharges shall be included in the quoted prices for pre-priced items.

6) If items are made available free of charge or at less than the quoted price by the Government, host nation, or port authority, only mobilization/demobilization charges, not to exceed the quoted unit price, may be charged. If, for any reason, an item that would otherwise be provided by the Host Nation, Government, or port authority is not available, that item shall be provided by the HSP at the unit price quoted in Attachment 2.

C. PRICING SPREADSHEETS

Pricing spreadsheets are provided by Region as an attachment to this solicitation. The Lots marked in bold print in paragraph A above will be used for price evaluation purposes.

Important Notes

1) Pricing for supplies and services for all countries will be expressed in U.S. dollars and shall be billed in the units of the respective LINE ITEMs.

2) Definitions for the "Unit" abbreviations are as follows:

CM = Cubic Meter
DY = Day (refers to a 24-hour period beginning at start of service unless stated otherwise)
EA = Each
GL = Gallon
HR = Hour
JB = Job
LOT (LT) = A lot (LT) is a deliverable item or group of items with a separate and distinct unit price.
MT = Metric Ton
NSP = Not Separately Priced
PK = Package

PT = Port Tariff
TBD = To Be Determined

3) The Line Item Numbers consist of four numeric digits. XX replacement of any numeric digits make the descriptor generic and applicable to all LINE ITEMs in that series.

4) For pricing sheets identifying "All Other Ports" (AOP) or "All Ports" (AP), prices will be required, if not identified otherwise. Each price shall be a single, per-unit price for the specified supply or service that will apply to any of the ports included in the lot.

5) Historical port visit data for FY07, FY08, and FY09 (partial) has been provided as Attachment (3).

D. Definitions

Barge = Flat-bottomed displacement ships used for carrying or storing cargo, for separation between vessels and other structures, or as a work platform. Barges may or may not be self-propelled.

DESCRIPTION OF CONTRACTUAL SCOPE

This contract is for the provision of maritime husbanding support. It is not for husbanding agency. The holder of this contract is a U.S. Navy contractor. The holder of this contract is not an agent of the U.S. Navy and does not have the authority to bind the U.S. Navy.

Maritime Husbanding Support is defined as: Providing supplies and services as defined in the Performance Work Statement of the contract in support of Naval forces within a port area.

i. This support is provided by a Husbanding Services provider from a standard list of services under contract.
ii. For "Exceptions" items not supported by existing supply chains: e.g. fuel, subsistence, etc.
iii. Includes "Non-Priced" incidentals that cannot be identified in advance, but are in the scope of the contract.

1. The contract is for performance of Maritime Husbanding Support services at any berthing or anchoring location specified in the Attachment 2 schedules except ports in China outside Hong Kong. Ordering officers of the United States Coast Guard (USCG) ships, United States Navy (USN) ships, Military Sealift Command (MSC) ships, U.S. Army vessels/ships operating in the Western Pacific and Indian Ocean are authorized to use this contract. The contract may also be used to support other U.S. Government organizations (e.g., National Oceanic and Atmospheric Administration (NOAA)) that may require maritime husbanding support services.

For purposes of this paragraph, a U.S. Navy ship is any naval vessel, craft, ship, or service craft included within the scope of subparagraphs 2 and 4 of Article 0406, United States Navy Regulations, 1990. Ship size classifications that are used in the price schedules are listed as an attachment.

2. Husbanding services requirements that may be received by NAVSUP Fleet Logistics Center Yokosuka, Site Singapore from the other activities identified in paragraph 1 above are within the scope of this contract.

3. This is a Firm-Fixed-Price Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract for husbanding logistics services, services in support of Operations Other Than War (OOTW), and maritime husbanding support to Government teams visiting ports in connection with a ship visit. These service requirements are and defined in the Performance Work Statements (PWS). The "minimum" and "maximum" to be established per FAR Clause 52.216-22 are as follows:

Region	Minimum Quantity ($)	Maximum Quantity ($ Base and all option years)
Region 1, South Asia	$100,000	Sum of CLINs 0002, 1001, 2001, 3001, and 4001
Region 2, Southeast Asia	$100,000	Sum of CLINs 0003, 1002, 2002, 3002, and 4002
Region 3, Australia/Pacific Islands	$100,000	Sum of CLINs 0004, 1003, 2003, 3003, and 4003
Region 4, East Asia	$100,000	Sum of CLINs 0005, 1004, 2004, 3004, and 4004

The minimum contract dollar quantities per contract are for each contract as a whole and there are not separate additional contract dollar quantities for the option periods and/or individual LINE ITEMs.

4. The HS Contractor agrees to furnish the services or supplies at the fixed price listed in the schedules.

5. This contract is for a period of twelve (12) months, effective 30 days after award of the contract, with four (4) one-year options. The contract also includes the clause entitled FAR 52.217-9 Option to extend the Term of the Contract. If all options are exercised under FAR 52.217-9, the duration of this contract is 66 months.

6. The contract will not start for the following countries until the option expires under existing contracts:

Contract becomes effective on 1 Jun 2011 for South Korea.

7. In the event of contingencies in the open ocean such as submarine rescue, the Contracting Officer may issue an order to the contractor that is awarded the husbanding logistics contract in the nearest country in which there is capability to satisfy the requirement.

8. The contract will include the clause entitled FAR 52.237-7023 (Class deviation 2009-00010) Continuation of Essential Contractor Services. Contractors providing services designated as essential contractor services by a DoD component are expected to use their best efforts to continue providing such services, in accordance with the terms and conditions of their contracts even during periods of crisis.

9. For lots identified as “All other Ports” or “All Ports”, the geographic scope of the lot, for Purposes of Lot Line Item XX40, OOTW is the entire country listed in the lot. The geographic scope of the lot, for all Lot Line Items other than XX40, is the port locations listed in each lot of the Attachment 2 schedules.

10. Incidentals within the scope of this contract may be classified within one of the following categories:
- Charter and Hire
- Utilities
- Anti-terrorism Force Protection
- Communications
- Transportation
- Lodging
- Port Handling Services
- Other Port Services (Reception Supplies and Services)
- Administrative Supplies

Performance Work Statement (PWS) for Husbanding Services

A. GENERAL OVERVIEW

1. OBJECTIVE

The primary objective of this contract is to obtain Maritime Husbanding Support for U.S. Navy ships and other Government teams supporting ship visits at the locations specified in the Attachment 2 schedules. In addition, the contract may be used to support Operations Other Than War (OOTW) in a respective Region.

2. SCOPE

a. The general scope of this contract and its general conditions are described above. This section provides the detailed Performance Work Statement (PWS) descriptions for applicable Line Items.

b. General Requirements

i. The HS Contractor shall provide timely delivery of quality goods and services at fair and reasonable prices to ships making port visits;

ii. The HS Contractor shall provide timely delivery of supplies and services conforming to this PWS.

iii. The HS Contractor shall assure that supplies and services arranged on behalf of the ship's Supply Officer (SUPPO) or authorized ordering officer conform to the general requirements of the contract and shall assist the SUPPO or authorized ordering officer with resolving any problems in meeting the requirements.

iv. The HS Contractor shall identify representatives to act as the principal points of contact between the HS Contractor and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore representatives concerning price and performance issues throughout the Region. These individuals shall facilitate communications among ships, Defense Attaché Offices (DAO), Port Services Officers and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore.

v. The HS Contractor shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the U.S. Government.

vi. The HS Contractor shall ensure that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

vii. The HS Contractor shall ensure that subcontractors comply with these requirements.

3. PRICING

a. Except for Port Tariffs, To Be Determined (TBD), and Not Separately Priced (NSP) items, unit prices for all contract items described below shall be inclusive of all other costs including, but not limited to, all necessary equipment, licensed operators, liability insurance as required by local law, holiday and overtime costs, customs clearances, fuel and operating expenses. In those cases where prices are by Ship Class, Attachment # 1 applies. All contract prices are in U.S. Dollars (US$). All taxes and surcharges are included in the unit cost.

b. Fixed prices are required in the pricing schedule except for Port Tariffs, TBD items, or Not Separately Priced (NSP) items. Unless otherwise provided, these prices shall also include performance at night, in overtime,

Saturdays, Sundays, and Holidays; and services performed under heavy rain, or service to tankers and ships carrying explosives. They also include all operating expenses including, but not limited to, tugs, barges, trucks, personnel, and customs clearances.

c. The pricing for all services requiring the use of transportation type conveyances (i.e., trucks, barges for LINE ITEMs for trash removal, CHT removal, potable water, landing barges, oily waste removal, etc) shall include the use of the equipment as required to complete the service in the statement of work without any additional charges for detention or demurrage.

d. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate LINE ITEM in the Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

e. All pre-positioning or pre-staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

f. Repositioning is defined as: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions. Where a ship is at anchorage and the Ordering Activity requests repositioning of equipment, the HS Contractor shall be entitled to additional fees for repositioning to be determined by use of:

   a. Priced sub lot line items, or

   b. Prior agreement of the Ordering Officer in cases where the total repositioning costs do not exceed $25,000

   c. Prior agreement of the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer in cases where the total repositioning costs exceed $25,000.

   In the case of (c) above, the repositioning cost shall be reported and confirmed using the online pricing application procedures described in Attachment 8.

g. When the HS Contractor obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list (e.g. port tariff), then the HS Contractor shall be reimbursed for the published price of the item. The HS Contractor shall not be paid an amount in addition to the published price of the item. A copy of the published price list (e.g. port tariff) shall be provided to the Supply Officer at the time of initial boarding and to the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore email address specified at the time of contract award for each region with the pre-arrival cost estimate.

h. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and/or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged. For the purposes of this contract, one (1) day is equal to 24 hours and begins with the performance of service. For example, service from 1800 until 1800 the next calendar day is equal to one (1) day of service. In cases where the billing unit is ‘day’ and a full day of service is not used by the Ordering Activity, the HS Contractor shall be entitled to bill for one day of service. For example, if a sub lot line item with a billing unit of day were ordered and used for 30 hours, the HS Contractor would be entitled to bill for two days of service. In cases where the ship does not arrive at the time specified in the ordering LOGREQ and services are made available based upon the time requested in the ordering LOGREQ, billing for services may commence at the time requested by the Government unless notice of cancellation is provided by the Ordering Activity or the organization authorized to pass this information on behalf of the Ordering Activity.

i. Demurrage charges shall only be charged if the HS Contractor’s service is unduly delayed due to the fault of the U.S. Government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start

pumping, but, due to the fault of the government, was not attended to until 1500 hrs when pumping begins. The HS Contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs).

j. Port Tariffs will apply to those services that are based on the Port Tariff rates established and controlled by the Port Authorities. The abbreviation "PT" in the pricing schedule identifies the port tariff items that the HS Contractor is not required to price.

k. Fees for husbanding services cover regular and overtime labor of HS Contractor personnel supporting the ships plus all indirect expenses, including all management, overhead and office expenses. The husbanding fees also include costs for arranging supplies and services described herein, costs associated with attendance at periodic meetings with the exception of travel expenses described in this paragraph. The husbanding fees represent total compensation for the HS Contractor except for supplies and services with fixed prices or incidentals. Travel expenses incurred by the HS Contractor in support of a LRT or advance ship detachment will be reimbursed based upon actual receipts and in accordance with the JTR guidelines. Travel expenses will be reimbursed upon presentation of documentation to the ordering activity. Any air transportation will be reimbursed at the economy class fare.

l. OOTW will constitute a fixed fee based on a daily rate (per HS Contractor person providing support) for "husbanding" the OOTW effort/logistical support.

m. The U.S. Government reserves the right to make payment by purchase card.

n. The services at anchorage shall be provided at all anchorage points assigned by the local port authority.

o. As part of the husbanding service provider's proposal, a purchasing process and system for pricing items along with an Online Pricing Application(see Attachment 8 for the PWS for the Online Pricing Application requirements) was proposed and accepted by the Government which included sufficient safeguards so that the Contracting Officer or Authorized Government Representative may determine the prices as fair and reasonable. Pricing of supplies and services for items not pre-priced within a lot line item (e.g., incidentals, OOTW supplies or services, fuel, and provisions) shall be in accordance with the husbanding service contractor's proposed purchasing/pricing process (implemented by the online pricing application) that was accepted by the Government upon contract award.

p. The HS Contractor will be fully compensated for all services including pre-priced, port tariff, TBD, fuel, provisions, and incidentals. Port tariff items will be reimbursed at actual cost. Provisions (XX41) and fuel (XX42) shall also be invoiced and reimbursed at actual cost. Any HS Contractor fee for acquiring and arranging for these items shall be included in the corresponding Line Items XX41AA (for provisions) and XX42AA (for fuel).

q. Several Lot Line Item services are based on volume (e.g. trash removal, CHT, potable water, and oily waste removal). Volume-based services shall be priced at the same unit price specified in the Attachment 2 schedules, regardless of the class of vessel requiring the services. For example, a class V vessel requiring 1000 CM of CHT removal would be charged the same unit price as a class II vessel requiring 100 CM of CHT removal.

4. QUALITY

a. The HS Contractor shall provide the timely delivery of goods and services at fair and reasonable prices to ships making port visits, provide continuous oversight of costs and performance throughout the area covered by this contract, and make meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. The HS Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning price performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Operations Officers, and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore. The contract will not specify how the HS

Contractor is to perform, but measurable performance standards are established in the Quality Assurance Surveillance Plan (QASP) to monitor contract performance during each ship's visit.

b. The quality of all services or supplies provided shall conform at least to commercial standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

c. The performance standards are explained in the Quality Assurance Surveillance Plan (QASP), Attachment 10. The performance standards are:

i. Timely submission of pre-arrival cost estimates (described para.5 (a) below) NLT 48 hours after receipt of the ordering logisitics requirement (LOGREQ) message. In the event that the LOGREQ is received after 48 hours prior to the ship's arrival, the pre-arrival cost estimate shall be provided as soon as practicable, but in no case later than 48 hours after receipt of the ordering LOGREQ;

ii. Timely submission of Logistics Support Services Repository (LogSSR) cost report within seven (7) calendar days from the completion of the ship's visit;

iii. Accuracy of the actual (final) LogSSR report and pre-arrival cost estimate;

iv. Ship's satisfaction with the contractor's services during the port visit as identified in the ship's port visit cost report; and

v. Adherence to the pricing process proposed and accepted by the Government for non-priced items and timely submission of all information and documentation within the Online Pricing Application.

vi. HS Contractor Suggestions for cost savings and/or cost avoidance.

d. The percentile goals are fixed for each factor within the QASP. The failure of the HS Contractor to meet the percentile goal for any factor will be investigated and evaluated by the Contracting Officer. The HS Contractor will be given the opportunity to refute an adverse assessment prior to finalizing the metric for a quarter.

5. LOGISTICS RESPONSE TEAM

In the event that a Logistics Response Team for a ship arrives in port prior to the ship's arrival, the HS Contractor will assist the logistics response team by providing logistical support and coordinating all requirements.

When the HS Contractor provides support for a Logistics Response Team so that it can perform its mission, the HS Contractor is entitled to bill at the "Subsequent Days" daily rate for husbanding services for each day of support provided "in person" to the logistics response team.

a. Pre-arrival Cost Estimate - The HS Contractor shall furnish to each ship and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore email address specified at the time of contract award for each region, a pre-arrival cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the Attachment 2 spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-priced items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff." This estimate shall be provided to the ship and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore email address specified at the time of contract award for each region within 48 hours after receipt of the LOGREQ. This report shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs. The LOGREQ, when submitted by, under authority of, or on behalf of an Ordering Activity, is an order under this contract for pre-priced items. Non-priced items ordered on the LOGREQ become orders only after prices have been determined fair and reasonable and are agreed upon

by the Ordering Officer or by a NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. For non-priced items with an extended cost less than $25,000, either the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. For non-priced items with an extended cost greater than $25,000, only the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. Required approvals and determinations of fair and reasonable pricing by the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore a Contracting Officer (>$25,000 extended price) will be made by confirming the prices and documentation posted to the online pricing application. Approvals and fair and reasonable determinations that may be made by either the Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer (<$25,000 extended price) may be confirmed orally, in writing, or by email by the Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. Regardless of the approval method, reporting and documentation of all non-priced items other than port tariff items ordered under this contract must be made using the online pricing application. Orders placed by a LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

b. The LOGREQ cost estimate does not replace the HS Contractor's requirement to respond (i.e., info addressees on responses to the Ordering Officer) to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U.S. Defense Attaché's Office.

c. The HS Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

d. The HS Contractor shall coordinate with other U.S. Government Contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

e. The HS Contractor shall assist the ship's Logistics Response Team to include planning and coordination meetings.

f. Travel expenses incurred by the HS Contractor in support of a LRT or advance ship detachment will be reimbursed based upon actual receipts and in accordance with the JTR guidelines. Travel expenses will be reimbursed upon presentation of documentation to the ordering activity. Any air transportation will be reimbursed at the economy class fare.

6. SHIPS'S (LOGREQ) LOGISTIC REQUIREMENTS

U.S. Navy ships and/or NAVSUP Fleet Logistics Center Yokosuka (or its sites) Logistic Support Representative (LSR) or other activity authorized to pass LOGREQ requirements on behalf of Ordering Officers will provide, via e-mail, a copy of the unclassified "logistics requirements" (LOGREQ) message directly to the husbanding HS Contractor as described under "ISSUANCE OF ORDER" in Contract Terms and Conditions – Commercial Items (FAR 52.212-4 Addendum). This LOGREQ will contain the majority of supplies and services required by the ship, and will represent the order, for pre-priced items, upon which the HS Contractor shall begin performance.

a. A ship, an activity authorized to pass a LOGREQ on behalf of the ship (i.e. Port Service Office or DAO), or an authorized ordering activity may notify the HS Contractor of a forthcoming visit requiring husbanding services. Upon notification of a visit, the HS Contractor shall make such preliminary arrangements as necessary with port authorities, other U.S. Government Contractors, and other commercial firms to provide supplies and services requested by the ship. The HS Contractor shall confirm receipt of the ordering LOGREQ (to the activity who provides the LOGREQ to the HS Contractor) within 24 hours. Confirmation of receipt may be made by email to the activity passing the LOGREQ to the HS Contractor.

b. Ships will not provide force protection requirements in unclassified LOGREQ messages. The force protection requirements are specified in a classified LOGREQ issued by the ship to U.S. Government activities. The activity to which this message is addressed will contact the Contractor and pass the ship's

force protection requirements for action. The HS Contractor shall confirm with the ship that these force protection requirements received have been actually ordered by the ship prior to beginning performance. The ship's Supply Officer (SUPPO) or Commanding Officer may also request additional force protection requirements not covered by the classified LOGREQ by email, telephone, or personally upon ship's arrival. The HS Contractor shall coordinate with the SUPPO before providing any additional force protection. If any other activity or individual orders force protection services (i.e. NCIS, etc) not covered in the ship's classified LOGREQ, the HS Contractor is required to immediately inform the ship and receive confirmation prior to beginning performance of these services. Organizations such as NCIS and DAO are not the actual Ordering Officer and have no contractual authority to place orders. Only the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer has the authority to confirm or change an order.

c. LOGREQ Pre-arrival Cost Estimate. The HS Contractor shall provide each ship or ordering activity an estimate in response to an LOGREQ message issued to the HS Contractor by any method identified under "OC-7 ISSUANCE OF ORDER" clause. The pre-arrival cost estimate shall be submitted in accordance with Attachment (8)-PWS Cost reporting. The LOGREQ message is not an order for non-priced items until priced by the contractor and confirmed by an authorized ordering officer. The requirements shall be provided to the HS Contractor by ships, activities and individuals identified in the contract. This estimate shall be sent within 48 hours after receipt of the LOGREQ message and will explain any anticipated "additional" costs and include cost savings or avoidance recommendations. In a situation where the HS Contractor receives a LOGREQ message with less than 48 hours prior to the arrival of the ship, the HS Contractor shall make every effort possible to provide the required documentation and price estimate prior to the ship's arrival, but in no event later than 48 hours after receipt of the LOGREQ message.

7. INITIAL BOARDING

a. The HS Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival. Upon initial boarding the HS Contractor shall provide all emergency telephone numbers, i.e. police, hospitals, firefighters, etc. In addition, the HS Contractor is required to provide the emergency telephone numbers for shipboard generated industrial waste (SGIW) disposal and hazardous material (HAZMAT) and oil spill response and reporting procedures to all ships upon initial boarding or in a LOGREQ reply. The HS Contractor shall visit the ship at least once per day and shall be available on call at all times (24 hours per day, seven days per week) to assist the ship with requirements and to resolve problems.

b. The HS Contractor shall brief the designated ship representative about Contractor-provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HS Contractor shall provide its POC information with 24-hour contact phone numbers.

c. The HS Contractor shall provide the SUPPO with copies of applicable port tariffs and current prices for frequently ordered services, and with any other information provided by NAVSUP Fleet Logistics Center Yokosuka, Site Singapore for distribution. Copies of applicable port tariffs and current prices for services shall be in English. The HS Contractor shall be prepared to take additional ships' orders for supplies or services not placed in the ordering LOGREQ. All orders placed after the ship's arrival shall be reported and prices confirmed (if non-priced items) using the LogSSR reporting requirements and online pricing application procedures described in Attachment 8.

8. POINT OF CONTACT

a. Based upon the ship's orders, the HS Contractor shall ensure the timely filling of all ship's requirements. The HS Contractor shall designate at least one senior company official to be the Point of Contact (POC) under this contract for logistic and contractual support. The POC shall be fully fluent in English. The HS Contractor is required to designate the POC at the time of contract award.

b. All HS Contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port. All correspondence shall be in English. All electronic communication between visiting vessels and the HS Contractor shall be copied to the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer and Logistic Support Representative emails specified at the time of contract award. The HS Contractor is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered by the Supply Officer from the HS Contractor.

9. ORDERING SUPPLIES AND SERVICES & PROVIDING GENERAL ASSISTANCE

The ship(s) will submit LOGREQs that include requests for a variety of services and supplies. The first obligation of the HS Contractor is to verify if any of the requested services and supplies can be provided free of charge by the host nation.

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If services and supplies are not available free of charge from the host nation, they must be provided if within the scope of this contract. The Contracting Officer will be notified if there is a question regarding the scope of the contract. If these services and supplies are not priced in the contract, or if these services and supplies are available under other U.S. Government contracts, the following applies:

a. Passing Requirements to other U.S. Government Contractors: The HS Contractor shall coordinate and pass orders, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts (e.g., Prime Vendor or Defense Energy Supply Center (DESC)) for various supplies and services required. This husbanding service includes all necessary actions to facilitate the acceptance of supplies or services rendered under U.S. Government contracts. Any disputes or discrepancies arising from the order will be resolved directly between the SUPPO and the other Contractor(s). The HS Contractor shall also facilitate any necessary force protection vetting requirements so that other U.S. Government contractors can perform their contractual requirements.

b. The U.S. Government will not pay the HS Contractor for any personal requests from individual crewmembers, whether military or civilian.

c. The HS Contractor shall install all ordered equipment upon the ship's arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

d. Money Exchange Services: The HS Contractor shall arrange for authorized moneychangers to exchange U.S. dollars for ship personnel into local currency. Money Exchange services shall be made available onboard ship to crewmembers at least two hours daily with buy-back service on the day before the ship's departure. The moneychangers may include a commission of not more than plus or minus 1.5% difference from the Official Exchange Rate. A locally-available and verifiable currency exchange rate may be used as the Official Exchange Rate. Verification of the exchange rate shall be provided to the Ordering Activity at the time of service. The HS Contractor shall maintain adequate records justifying its basis for determining the Official Exchange Rate and shall make those records available to the U.S. Government upon request. This Official Exchange Rate will be used for financial conversions not covered by payments in U.S. dollars.

e. Laundry Services: The HS Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Laundry and dry cleaning services that are required by the ship from the laundry and dry cleaning vendor will be ordered from the vendor by the ship. Payment for services will be made by the ship to the vendor rather than through the HS Contractor. Vendors will be required to start service the first

day of the ship arrival and ensure all items are returned to the ship prior to ship departure. The HS Contractor shall assist in resolving vendor billing discrepancies.

f. Interpreter Services: The HS Contractor shall provide interpreter services to assist the Supply Officer to assure timely delivery and performance of the supplies and services ordered by the Supply Officer under this contract. This limited set of interpreter services is required under the Management Services LINE ITEM and is separate from the interpreter services required under LINE ITEM XX18.

g. Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

h. Morale Welfare and Recreation (MWR) Services: The HS Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) Contractor servicing the ship. If an ITT contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If there is an ITT contract, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship. In the absence of an MWR contract, the HS Contractor shall provide advance information on all recreational/liberty activities available in local area. Information (with associated costs) shall include, but is not limited to, sightseeing tours, entertainment, sporting events, transportation, lodging and visitor tips. The HS Contractor shall coordinate all recreational/liberty requirements communicated by the ship. The HS Contractor shall disseminate information on the full scope of recreational/liberty opportunities, sightseeing tours, entertainment, sporting events, local area transportation and lodging. The HS Contractor shall plan, coordinate and assist as necessary, in port requests for entertainment, athletic competitions, sightseeing tours and unit parties/picnics.

i. Immigration, Customs and Visa: The HS Contractor shall assist ship personnel with immigration, customs and visa requirements into the country of the port visit.

j. Medical Emergencies: If requested, the HS Contractor may be required to make arrangements for emergency medical treatment of ship's crewmembers while the ship is in port. In cases where a member is airlifted into a port by the ship, the HS Contractor, in coordination with the U.S. Consulate/Embassy, will arrange for proper medical care until the member can be returned to the ship, or evacuated to the United States. If there are costs associated with arranging these services, the HS Contractor shall obtain approval from the SUPPO/Contracting Officer prior to providing the support.

k. The HS Contractor shall facilitate the ship's timely departure. The HS Contractor shall provide timely invoices of provided services and supplies to the Supply Officer at the time of the pre-sailing visit. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided. The HS Contractor shall remove all provided equipment.

l. Pre-Sailing Visit: The HS Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the HS Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. Written receipt for acceptance of all services shall be obtained during this visit. The Ordering Activity shall provide a check or DD1155 for all finalized invoices prior to departure where the content of the invoice is not disputed. The HS Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The HS Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The HS Contractor's point of contact for this information shall be the Commanding Officer, Command Duty Officer, Operations Officer, or the Officer of the Deck.

10. UNIQUE / PARTICULAR SITUATIONS

a. Assisting two ships: If a ship, not in port, requests assistance from the HS Contractor, the ship will pay the husbanding services subsequent days' fee. However, if at the same time, using the same helo or other transport, the HS Contractor provides service to two ships (e.g. delivery of fresh fruits and vegetables (FFV) at one time for two ships using the same helo), the HS Contractor is entitled to bill for only one subsequent day.

b. Under Class I size vessels (based on the number of personnel): If two small vessels, under the size of Class I, IA or IB come into the port together, submit consolidated requirements, and have approximately the same schedule, the HS Contractor will only charge for one Class I, IA, or IB vessel vice two. However, if only one such vessel comes into port, the HS Contractor will charge full Class I rates.

c. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within 3 days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back on Saturday, Sunday or Monday, it will be charged subsequent day fees. If the ship comes back Tuesday, it will be charged the first day rate).

d. If a ship comes into port and does not notify the HS Contractor or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days, subject to the conditions in paragraphs (b) and (c) above.

e. Ship Repair: If ship repair is required and performed in one of the ports covered by this contract, husbanding services will be provided only if requested by the ship. U.S. Navy Ships in shipyards at locations covered by this contract may order supplies and services from this contract without the requirement to also order Management Services.

f. The HS Contractor is required to be able to simultaneously husband thirty (30) ships throughout the Region, including up to two (2) Class V and two (2) Class IV ships in a single port simultaneously.

g. Order of Priority of Usage: The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or, if the port-provided supplies and services are less expensive than similar services provided by the HS Contractor or its subcontractors, or finally provide it themselves to include subcontractors. Where the reasonable cost of mobilization/demobilization for U.S. Government owned equipment exceeds the quoted price of the sub lot line item it is intended to replace, the HS Contractor shall use the least cost alternative to meet the requirement. Information on availability of host nation provided services, where available, is annotated on the Attachment 2 pricing schedules. If, for any reason, an item that would otherwise be provided by the Government, host nation, or port authority is not available, that item shall be provided by the HS Contractor at the price quoted in the Attachment 2 pricing schedules.

h. MARK V High-Speed Interceptor Craft (HSIC): MARK V (HSIC) Special Operations Craft may be in port or in the vicinity for up to 90 days conducting operations. The HS Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and only one Management fee shall be charged when husbanding two MARK V vessels at the same time.

i. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The HS Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5)

days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit.

j. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HS Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong SAR and Singapore.

k. Other Personnel - Other U.S. personnel conducting business at locations covered by this contract may order off the contract without incurring Management Service Fees. Support of 'Other Personnel' is limited to Logistics Response Teams and ship detachments (e.g. ship's beach detachment, site survey team, advance force protection teams) in direct support of a ship visit. These orders do not involve continuous management of husbanding services and may be for items such as vehicles, phones or other services. For example these services may be ordered from the HS Contractor when hotels, transportation and rental of cellular phones are required for the personnel described above.

l. Short Notice Orders: The contractor shall perform all orders that are issued within the minimum order lead time annotated for each lot in the Attachment 2 schedules. If orders are issued with less than the required minimum order lead time prior to the start of performance, the contractor shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

m. The minimum order lead time applies to all Lot Line Items with the exception of XX40, Operations Other than War, which remain subject to the requirements stated in Attachment 9. The HS Contractor shall provide all requested services, to include mobilization of required equipment, when the Ordering LOGREQ is received from the Ordering Officer or their representative with a lead time greater than the number of days specified in the Attachment 2 schedules for the Lot location where performance is to take place.

11. LINE ITEM DESCRIPTIONS

a. LINE ITEM XX01/XX02 - FIRST DAY/SUBSEQUENT DAY HUSBANDING SERVICES (ANCHORAGE AND PIERSIDE)

The HS Contractor shall provide husbanding services to ships visiting the ports in the Region covered by this contract. Line Items XX01 and XX02 require that the HS Contractor perform all services and provide all supplies necessary to fully comply with the tasks and responsibilities described at paragraphs 1-10 above unless a task or responsibility is specifically included in a separately-priced Line Item below. The HS Contractor's responsibilities under these Line Items start prior to the arrival of the ship and continue after the ship's departure.

The price for Line Items XX01 and XX02 covers all regular and overtime labor of HS Contractor's personnel supporting the ships plus indirect expenses, including all management, overhead, office expenses, and profit for performing tasks required by these Line Items.

The husbanding fee is based on the Class of the ship and broken down by the First Day and Subsequent Day of the ship visit. A husbanding fee may be provided to the HS Contractor for services rendered prior to the ship's visit, i.e. assistance to the ship's logistics response team.

b. LINE ITEM XX03 - TRASH REMOVAL

1. Trash removal service is the collection and disposal of refuse (i.e., trash) including liquid, semi-liquid, or solid garbage. Refuse does not include explosives and incendiary waste, or waste contaminated by medical and radiological processes.

2. The HS Contractor shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse. The HS Contractor shall provide dedicated refuse bins to the ship. The HS Contractor shall collect all loose refuse placed adjacent to refuse bins. The HS Contractor shall immediately clean up any spilled refuse. The HS Contractor shall properly dispose of all collected refuse.

3. For ships at pier side, the HS Contractor shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulation, or barges alongside the ship. The HS Contractor shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.

4. For ships at anchorage, the HS Contractor shall remove trash at the times agreed to by the HS Contractor and Supply Officer. The frequency of removal shall be as follows:

SHIP CLASS	DAILY FREQUENCY
I, IA, IB	1
II	2
III	3
IV and V	Continuously Via Dedicated Barge when permitted

5. For trash collection at anchorage, the trash barge shall be available 24 hours a day (where not contrary to law or port regulation) with suitable self-fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

6. For trash collection by barge, the HS Contractor shall provide trash barges/scows (with tug service if barge is not self-propelled) for ships at anchorage. The barges shall be completely empty at time of arrival at the ship. In situations where an empty barge is not available, the contractor shall provide a system to measure the volume of trash deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of the trash. All trash barges/scows shall be properly fendered to prevent damages to U.S. Government vessels. The HS Contractor shall have ready access to sufficient barges and equipment to support at least two (2) ships at anchorage simultaneously. The barge's crew shall be entirely responsible for the tending of lines and for barge's security. The movement of trash from the ship to the barge shall be performed with care by the ship's sailors and in the manner ensuring the safety of the HS Contractor's crew and barges. Any instances of unsafe practices shall be brought to the attention of the ship's Commanding Officer, to ensure that corrective and preventive action is taken.

7. In instances of bad weather or emergency where the ship must depart on short notice, the HS Contractor shall remove barges within four hours of being directed to do so by the ship. Should a vessel with a trash barge alongside experience an emergency where the ship must depart, the SUPPO will advise the HS Contractor at least four (4) hours in advance for the barge pick-up at no additional cost to the U.S. Government.

8. The HS Contractor shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The HS Contractor is also responsible to follow any environmental regulations required by each country. The HS Contractor is required to keep all

disposal certificates and shall make them available to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore upon request.

9. Whether at anchor or pierside, U.S. Government personnel will dump the trash on the barges or in the containers.

10. Any spillage of refuse in the course of the removal operations shall be cleaned up immediately by the HS Contractor. Refuse containers, when used and when emptied, shall be returned to their original position with the lids (if any) replaced thereon.

11. The HS Contractor shall be paid based on the ACTUAL CUBIC METERS of trash removed. The HS Contractor shall be entitled to bill for 60 CM under sub lot line items XX03AC and XX03AD where the actual volume of trash removal is less than 60 CM (per order).

12. Where trash is required to be segregated, the Ordering Activity shall be required to segregate the material at the time of disposal. The HSP shall be responsible for providing separate containers for each vessel, clearly marked with the required categories and for informing the Ordering Activity, upon arrival, that segregation is required. If the Ordering Activity does not segregate trash as required, the HSP shall inform the Ordering Activity and Logistic Support Representative (LSR) prior to departure and bill for the cost of trash segregation under Line Item XX43, Incidentals within 48 hours after the vessel's departure.

c. LINE ITEM XX04 - COLLECTION, HOLDING, AND TRANSFER (CHT)

1. The HS Contractor is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships throughout the area covered by this contract. The HS Contractor shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The HS Contractor shall be responsible for the supervision of the collection, transportation and disposal services to avoid any overflow of waste on the barge and at the pier. Services shall commence upon ship's arrival whether, at anchor or pierside. The HS Contractor shall pre-position CHT barges, when necessary, in accordance with force protection or other requirements.

2. The HS Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3. The HS Contractor shall remove sewage from the ship in HS Contractor-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

4. The HS Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT. The Government reserves the right to use its own metering device to verify measurement of sewage discharge. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from the ship.

5. The HS Contractor shall provide CHT hoses of sufficient length from HS Contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6. The HS Contractor shall properly dispose of all sewage. CHT collection, removal and disposal shall be priced based on the following conditions:

    a. (XX04AA) – CHT BY TRUCK: The husbanding HS Contractor shall provide services when the visiting ship is at pierside.

b. (XX04AB) – CHT BY BARGE: The husbanding HS Contractor shall provide services when the visiting ship is at anchorage or the port authority has issued a directive stating that service must be performed by barge or the barge has been ordered by the ship. The HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

7. The CHT service shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the contractor shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT.

8. The HS Contractor will be guaranteed a minimum daily quantity of 60 cubic meters for providing these services even if the actual cubic meters of CHT removed is lower than 60 cubic meters. Note: 264.2 gallons = 1 CM (cubic meter).

9. The HS Contractor shall submit, as an attachment to the invoices, a document (certified by the ship's personnel) that indicates the quantity collected and the name of the disposal plant where the CHT will be disposed. The Government reserves the right to independently verify the actual volume of CHT discharged using a certified flow measuring device.

10. The HS Contractor shall request the ship's personnel to verify all removal figures at time of CHT collection. The HS Contractor shall follow any environmental regulations required by each country. If the ship concurs with the volume, the ship will pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped or 60 cubic meters per day, whichever is greater. The HS Contractor shall submit a request to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore for the difference, accompanied by disposal certificates. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore will investigate and arrange for payment of any additional amounts that are determined to be due.

11. The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the HS Contractor's report in writing. The HS Contractor is also responsible to keep all disposal certificates and shall make them available to Contracting Officer upon request.

12. In addition, the following applies specifically to Lot 20, Hong Kong:

    The HS Contractor shall discharge all CHT collected from the ship to the Hong Kong SAR Government designated discharging location. The prices for lot line item 2004AA and 2004AB on the Attachment 2 schedules shall be understood to require all the Collection Holding Transfer Sewage Removal and Disposal services described under this Performance Work Statement paragraph 11.c. but for the actual disposal/discharge costs. The disposal/discharge costs will be separately paid as a port tariff item.

d. LINE ITEM XX05 - YOKOHAMA OR COMPARABLE TYPE FENDERS

1. The HS Contractor shall furnish Yokohama or comparable type fenders for all classes of ships in accordance with the Schedule of Supplies and Services. Fender size is not specified as this is a performance based service. Fenders provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX05AB). The fenders quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee PER Yokohama or comparable type fender, and

there is another SUBLINE ITEM for all costs associated with installation, and removal of one fender, as well as round trip costs associated with transport of the fender from another port, if required.

2. Rental is on a daily(24-hour) basis, per fender. Installation, removal, and transportation are charged as a "lot" per fender. The HS Contractor shall be responsible for securing the fenders to the pier.

3. The HS Contractor shall provide fenders with a minimum of two (2) mooring lines.

4. Fenders shall be provided free of charge by Royal Navy Liaison Office (RNLO) in Sembawang port to ships berthed at piers 5,6, and 7.

5. Sub lot line item XX05AG is applicable only to submarine fenders. Sub lot line item XX05AA shall be used for all other class 1 vessels. Recognizing that mobilization/demobilization costs for submarine fenders (XX05AG) vary significantly from those of other type fenders, transportation charges for submarine fenders shall not be subject to the quoted transportation charges of XX05AF. Instead, all transportation, storage, setup, mobilization and demobilization charges associated with submarine fenders (XX05AG) shall be included in the quoted price of this sub lot line item.

e. LINE ITEM XX06 - FRESH POTABLE WATER

Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

1. Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See Attachment #18.

2. Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

    a. These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at these websites: http://www.epa.gov/OGWDW and http://www.tdh.state.tx.us/bfds. The HS Contractor shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

    b. The HS Contractor shall provide for the delivery of fresh potable water to the ships as ordered. The HS Contractor shall be paid for the amount of water ordered by the vessel. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, CERTIFIED METERING DEVICES.

    c. Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraphs (2)(a) and (2)(b) above. If the water source does not meet the requirements of potable water, the HS Contractor shall be required to provide water from an alternate approved source at no increase in the contract price.

    d. Potable water pierside shall be delivered by pipeline if available. If pipeline is not available, potable water pierside shall be delivered by truck or barge and the ship will be charged in accordance with SUBLINE ITEM XX06AB. If a vessel is at anchorage SUBLINE ITEM XX06AC applies.

3. The HS Contractor shall be paid based on the ACTUAL METRIC TONS of potable water received on the ship. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities provided to the ship.

4. If potable water delivery is via barge, the HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position water Barges, when necessary, in accordance with Force protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

f. LINE ITEM XX07, XX08, XX09 – PILOTS, TUGS, LINEHANDLERS

1. The HS Contractor shall arrange pilots, tugs, and line handlers as ordered. The HS Contractor shall coordinate with port authorities, as necessary, to ensure that the services are available at the times requested. It should be noted that the port authority or other authorized sources provide these services, and are, therefore, to be priced in accordance with current tariff rates.

2. The HS Contractor shall provide tugs to bring ships to and from berthing locations. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

3. Only if pilots, tugs, or line handlers are not available through the port authority, the HS Contractor shall use commercially available sources and priced in accordance with the unit quantities indentified in the pricing schedule (LINE ITEMs XX07AA, XX08AA, XX08AB and XX09AA).

g. LINE ITEM XX10 - WATER FERRY/TAXI SERVICES

1. The HS Contractor shall provide water taxis to transfer ship personnel to and from the ship and the fleet landing in accordance with Attachment 16 - Water Taxi Specifications. At the commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule. The HS Contractor shall provide water taxi service when the vessel is expected to be at anchorage for twenty-four (24) hours or more. Water taxi service shall be always available, with the exception of inclement weather, during the two (2) one-hour meal breaks and during refueling. At the commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule.

2. The hourly rate for taxi water service shall include a minimum of two (2) qualified operators (a driver and one other operator), any other helpers or crew members required by local authorities, all insurance, fuel, holiday surcharges, overtime, and other operating expenses. Operator qualifications are set forth in paragraph (16) below.

3. Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the ship. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection. The HS Contractor shall be entitled to a six (6) hour minimum rental fee in cases where actual usage is less than 6 hours (per order).

4. Deleted

5. If the HS Contractor cannot provide the size of water taxi ordered, the HS Contractor shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event the ship will be charged for the size of the water taxi ordered. For example, if one (1) 250-pax water

taxi is ordered and is not available, then two (2) 125-pax water taxis shall be provided for the rate of one (1) 250-pax water taxi if acceptable to the Ordering Officer.

6. The HS Contractor shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the port or the country in which the port is located. Apart from compliance with local laws and regulations, the HS Contractor shall meet all additional requirements as set forth throughout the PWS. Water taxi shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, and fitted for service required. Further, water taxi shall be in a clean condition when presented for service and shall be free of debris. The water taxi shall be sufficiently clean so as not to soil passengers, their clothing, or possessions with dirt, grease, oil, or other matter. If the water taxi does not meet the requirements of this paragraph as determined by the Ordering Officer, the U.S. Government shall have the right to reject the water taxi for performance of services.

7. The HS Contractor shall ensure that all water taxis are fully licensed, registered, and insured, including adequate liability insurance, in accordance with local laws and regulations.

8. Each water taxi shall be equipped with at least one clean and serviceable life jacket for each passenger and crewmember, and all jackets shall be stowed in a readily accessible place.

9. Except as otherwise specified herein, the service shall include all equipment needed to transport personnel between the vessel anchored in the outer harbor, or in the inner harbor, fleet landing, or any designated pier or berth within the port. If it becomes necessary to change the landing point of the water taxi (pier or berth) within the port, the HS Contractor shall dock at the new landing point. In the event this occurs, it will be considered to be a “Change” to the contract. Any entitlement to and any amounts of additional or reduced charges shall be determined pursuant to the clause entitled “Changes” that is part of Contract Terms and Conditions – Commercial Items (FAR52.212-4)”.

10. All water taxis used by the HS Contractor shall provide overhead covering.

11. Before the commencement of any services under this contract, the HS Contractor shall make the water taxi available to the Ordering Vessel’s Commanding Officer or designated representative for inspection.

12. The following information shall be conspicuously posted in English and the language of the country in which the port is located:

    a. Current operator’s/captain’s license.
    b. Passenger/weight capacity limits notice.
    c. Location of life jackets and other life saving equipment.
    d. Location of all exits indicated in large letters.
    e. Emergency procedures.

13. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

14. ‘Adverse weather’ conditions are weather conditions in which operations of water taxis are unsafe for passengers and shall be determined by the Commanding Officer, Command Duty Officer, Operations Officer, Officer of the Deck, or local port authority. Operation of the water taxi shall be in a safe and seaworthy manner. Operation of water taxis is not allowed under adverse weather conditions.

15. The consumption of alcoholic beverages shall not be permitted aboard the water taxi.

16. Operator Qualifications: All personnel or employees of the HS Contractor operating water taxis, shall have all certification required and issued by the law of the country in which the port is located for the operation of the type, class, or size of water taxi being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the water taxis are to be operated to ensure the water taxis are operated in a safe and seaworthy manner. At least one operator on each boat must speak English. The HS Contractor is required to provide a minimum of two (2) qualified operators for each water taxi at all times.

17. Security: During the term of this contract, the ship(s) to be serviced will provide adequate and sufficient security personnel for maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the ship's Commanding Officer or designated representative. When such naval personnel are embarked in a HS Contractor-operated water taxi, he will be responsible for the good order and discipline of naval personnel.
18. In the event of a water taxi breakdown, immediately prior to, or during a trip, the HS Contractor shall immediately provide a replacement water taxi that complies in all respects with this contract, at no additional cost to the U.S. Government. If a water taxi is not operable when required under this contract, the HS Contractor shall immediately provide at no additional expense to the U.S. Government, a replacement water taxi which complies in all respects with this contract.

19. Any personal articles or items found on the water taxi after completion of each trip shall be turned over to the ship's Security Officer or his direct representative.

20. To verify a claim by the HS Contractor for any damage or destruction caused by the U.S. Government, it shall be the responsibility of the HS Contractor to ensure that the water taxi is jointly inspected before and after each trip by the HS Contractor and an authorized representative of the U.S. Government.

21. When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

22. Inspection and acceptance criteria for water taxi services. The Commanding Officer or his designated representative of the ARMY/USS/USNS/USCG ship shall inspect and accept all liberty boats/water taxis prior to transporting any personnel. Each order for liberty boat/water taxi services is made on the basis that the request is to be considered a final order/obligation of the US Government only after each water taxi has been inspected and accepted by the ship's representative. The ship's Commanding Officer is solely responsible for the safety of his crew and the subsequent acceptance of liberty boat/water taxi services. Upon ships, Commanding Officer's security personnel can inspect the water taxi's personnel. The following features or components may be inspected prior to acceptance.

    a. HULL
        i. Watertight integrity of weather decks, bulkheads, watertight closures and interior hull structure.
        ii. Superstructure (including masts and stacks).
        iii. Railings, bulwarks and their attachment to hull, especially guardrails and lifelines.
        iv. Provisions for drainage of seawater from exposed decks.

    b. MACHINERY
        i. Main propulsion and auxiliary machinery essential to operation of craft.
        ii. Sea and bulkhead closure valves.
        iii. Bilge suction strainers and dewatering systems bilge pumps to be tested by operation.
        iv. Bilges free of flammable liquids.

c. ELECTRICAL
   i. Cables.
   ii. Navigation, deck and emergency lighting.
   iii. Rotating electrical machinery, e.g., generators and motors.
   iv. Storage batteries.

d. LIFESAVING EQUIPMENT
   i. Life preservers sufficient number for maximum capacity of craft, accessible and in satisfactory condition.
   ii. Life raft(s) and hydrostatic release (where applicable) sufficient for maximum capacity.
   iii. First aid kits, life rings and distress lights.
   iv. Distress signaling devices.

e. FIRE FIGHTING EQUIPMENT
   i. Fire pump subject fire hose to fire pump pressure.
   ii. Portable fire extinguishers.
   iii. Fixed systems, e.g., CO2 cylinders

f. STEERING APPARATUS

g. MTSC SYSTEMS AND EQUIPMENT
   i. Harbor charts.
   ii. Ground tackle and mooring lines.
   iii. Whistle/fog horn, bell.
   iv. Compass.
   v. Radar.
   vi. 2 way radio capable of bridge to bridge communications.
   vii. Current licenses.

23. In the event the U.S. Government rejects a water taxi, the U.S. Government shall not be liable for any costs the HS Contractor incurs in presenting said water taxi for inspection.

24. Deleted

25. The HS Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for U.S. Government review and inspection.

h. LINE ITEM XX11 - TRANSPORTATION SERVICE (BUS SERVICE AND VEHICLE RENTAL SERVICE)

1. GENERAL REQUIREMENTS :

   a. All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured (including adequate passenger liability insurance). The HS Contractor is responsible for delivering all cargo and personnel to the correct location on schedule.
   b. Deleted

c. The HS Contractor shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government shall have the right to reject the vehicle for performance of services. The HS Contractor shall ensure that each vehicle is jointly inspected before and after a trip by the HS Contractor and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

d. If a vehicle is not operable when required under this contract, the HS Contractor shall provide, at no additional expense to the U.S. Government, a replacement vehicle within three (3) hours that complies in all respects with this contract.

e. All vehicles shall include drivers.

2. BUS SERVICE

a. The HS Contractor shall provide air-conditioned bus services on an hourly rate basis and bill under LINE ITEM XX11AA. The hourly rate shall include one driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any additional driver, if required, shall be priced separately. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

b. The HS Contractor shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition when presented for service and shall be free of debris. The bus shall be sufficiently clean so as not to soil passengers, their clothing or possessions with dirt, grease, oil, or other matter.

c. In the event of a bus breakdown, the HS Contractor shall provide within two hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

d. Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's Ordering Officer.

e. The HS Contractor shall be responsible for ensuring that the HS Contractor and an authorized representative of the U.S. Government jointly inspect before and after a trip each bus. The U.S. Government will not consider any claim for damage to a bus, which has not been inspected.

f. The minimum bus capacity shall be 40 passengers.

g. A minimum daily price of four (4) continuous hours shall apply for each bus ordered less any time associated with bus breakdown or getting lost.

h. Drivers must be familiar with the area, have an appropriate driver license, and speak English. In the event the driver is unable to speak English, the contractor shall furnish an English speaking rider on the bus.

3. VEHICLE RENTAL SERVICE

a. Vehicle Specifications, Maintenance, and Malfunctions

(i) The HS Contractor shall furnish "new" air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations.

Sedans or SUVs shall have a minimum capacity of four (4) passengers and 1600cc engine.

In the event a “new” vehicle is not available in certain countries, the contractor shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. Vehicles shall be priced on a daily rate, except as noted below. They shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full. The prices for vehicles rented are based upon an assumption that the vehicles will be returned with an empty tank of gas. Therefore ships will be charged for a full tank of gasoline at the time of rental. There shall be no surcharge applied to the commercial price of the fuel. Vehicles can be returned with any amount of gasoline. Ships shall not be responsible for returning the vehicle with a full tank of fuel, and the HS Contractor shall not be obligated to credit the ship for the remaining fuel.

(ii) The HS Contractor shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and be responsible for all emergency repairs and services.

(iii) Should any vehicle break down while in the U.S. Government’s possession, the HS Contractor shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than three (3) hours later. The replacement shall take place either at the point of breakdown or at the HS Contractor's office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the HS Contractor's expense. The U.S. Government shall be credited an hourly rate, pro-rated on the daily rate, for the rental cost between breakdown and vehicle replacement.

b. Substitution of Vehicles

(i) If the HS Contractor does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the HS Contractor shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group B car is ordered but unavailable, and if no other Group B vehicle is available, the HS Contractor shall furnish a higher group vehicle at the price listed for the Group B vehicle originally ordered.
(ii) In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

c. Deleted.

d. General Description of Vehicle Types

(i) The vehicles shall meet the general description set out below:

Medium-size Sedan (Group “B”): 2 - 4 doors; 4 - 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Passenger Van (Group “M”): 9-passenger capacity; air conditioning; minimum 2000cc engine (except for Hong Kong where capacity is 7 passenger).

Cargo Van (Group “X”): 12 Cubic Meter volume capacity, air conditioning; minimum 2000cc engine.

Executive Sedan with Driver (Group “Y”): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan. This group requires an executive sedan and shall be provided with a driver. Drivers must be familiar with local area, and must speak English. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. No individual driver shall be required to drive more than 8 hours. Drivers must not have been driving within the previous 8 hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the

daily rate, with the HS Contractor entitled to a minimum charge of 4 hours. The HS Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations by the provided driver. The daily rate shall be inclusive of the first 250 kilometers per day, all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals. Any additional kilometers per day beyond the initial 250 kilometers will be priced under SUBLINE ITEM XX11AG. The U.S. Government will reimburse the HS Contractor for additional costs in two cases: for highway tolls, and for the driver's overnight accommodation up to $120.00 or equivalent local currency, when required by U.S. Government business such as travel to another city, and upon presentation of an original invoice (using the online pricing application).

15-Passenger Buses with Driver (Group "Z"): All requirements concerning the rental of a vehicle with the driver described above in the "Executive Sedan with Driver" shall apply to this paragraph also.

e. Deleted.

f. Insurance and Liability.

(i) The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below.

(ii) The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

(iii) The HS Contractor and any Subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the HS Contractor, its subcontractors, its agents, or employees.

(iv) The HS Contractor shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The HS Contractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

(v) Paragraph (iv) shall not be construed as limiting the HS Contractor's liability to the amounts of the required minimum insurance coverage specified therein.

g. Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations.

h. Mileage and Deposit Charges. There are no mileage or deposit charges for the vehicles rented under this contract for all mileage travelled within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity's needs. The HS Contractor shall be entitled to an additional half days' rental fee at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

i. Time Periods of Rental. Rental time shall begin once the vehicle and driver are available for use alongside the Ordering Activity. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than 8 hours straight. Drivers must not have been driving within the previous 8 hours.

4. LIGHT TRUCKS (LOT LINE ITEM XX11AI)

a. The HS Contractor shall provide covered, lockable trucks with a driver to load/off load cargo and mail. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and offloading.

b. The HS Contractor shall be responsible for security and prevent loss/damage/destruction of cargo and mail.

c. The HS Contractor shall return all items left in rental vehicles to the ship's Ordering Officer.

d. The HS Contractor shall obtain written acknowledgement of vehicle service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

e. The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cost, except where the loss or damage is cost by the willful and wanton negligence of the U.S. Government employee.

f. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than eight (8) hours. Drivers must not have been driving within the previous eight (8) hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the daily rate, with the HS Contractor entitled to a minimum charge of four (4) hours. The HS Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. The daily rate shall be inclusive of all mileage travelled within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor) , all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals.

g. The HS Contractor shall provide vehicle service with qualified drivers for official government business.

h. The HS Contractor shall provide one-way transfer vehicles with drivers to transfer cargo between a designated pick-up point and a specified destination within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity's needs. The HS Contractor shall be entitled to an additional half days' rental fee at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

i. The HS Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

j. The HS Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

k. If the unit of issue is by "Day", then the rental period shall constitutes 24 hours.

i. LINE ITEM XX12 - FORCE PROTECTION SERVICES AND SUPPLIES

1. Heightened Vigilance: The HS Contractor shall be alert at all times in order to contribute to the protection of the ship and its crew. The HS Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The HS Contractor shall report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

2. The HS Contractor shall fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the HS Contractor shall identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the HS Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The HS Contractor shall arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

3. Contractor/Subcontractor Identification: The HS Contractor shall identify how contractor and subcontractor personnel will be recognizable to ship's personnel. This may be accomplished by a combination of picture ID, badges, uniforms, access lists, etc. The HS Contractor shall also identify how support vehicles/vessels will be marked so that they are readily identifiable to ATFP/ship's personnel.

4. See Attachments 7, 12, 13, and 14 for specific Force Protection requirements and procedures.

j. LINE ITEM XX13 - CAMELS, BREASTING, AND FENDERING BARGES

1. The HS Contractor shall furnish camels in accordance with the Schedule of Supplies and Services. The camels shall be flat surface platforms to be placed alongside the pier and sufficiently capable of breasting the ship away from the pier or from other ships.

2. The HS Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3. The HS Contractor shall place additional fenders between the breasting barge and the ship when requested.

4. Breasting barge size is not specified as this is a performance-based service. The HS Contractor is responsible, as part of its understanding of the requirement, for determining the appropriate barge size for each combination of vessel class and berthing configurations required at each lot. Barges provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX13AD). The barges quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee for the barge, and there is another SUBLINE ITEM for all costs associated with installation, and

removal of the barge, as well as round trip costs associated with transport of the barge from another port, if required.

5. Rental is on a daily (24-hour) basis, per barge. Installation, removal, and transportation are charged as a "lot" per barge.

k. LINE ITEM XX14 - LANDING BARGES

1. The HS Contractor shall furnish landing barges (i.e. pontoons) in accordance with the Schedule of Supplies and Services. The landing barges shall be flat surface barges for positioning at the stern or side of the vessel to serve as a loading/unloading platform for water taxi personnel or cargo; they shall not interfere with the operations of the ships' elevators or other equipment. Although landing barges are primarily used for class IV and V vessels, they may be ordered for use with any class vessel.

2. Landing barge size is not specified as this is a performance-based service. The HS Contractor is responsible, as part of its understanding of the requirement, for determining the appropriate barge size for each combination of vessel class and berthing configurations required at each lot. Barges provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX14AD). The barges quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee for the barge, and there is another SUBLINE ITEM for all costs associated with installation, and removal of the barge, as well as round trip costs associated with transport of the barge from another port, if required.

3. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

4. Rental is on a daily (24-hour) basis, per barge. Installation, removal, and transportation are charged as a "lot" per barge.

l. LINE ITEM XX15 - FLEET LANDING

1. When ordered by the ship, the HS Contractor shall furnish services/supplies for the fleet landing area. The following is a list of the basic supplies and services that a ship may need. It doesn't cover all the services that may be ordered by a ship for fleet landing.

2. FLEET LANDING. HS Contractor shall provide the sub-line items specified in this Line Item and shall provide a unit price for each sub-line item. The unit price shall be per day for each item. Mobilization/demobilization charges shall be included in sub-line item price.

The Fleet Landing LOT consists of the following:

a. One (1), 40-feet refrigerator unit or two, 20-feet refrigerator units, with required power to operate the units.
b. PORTABLE TOILET UNIT SERVICES. The unit price shall be for a single commode and one (1) urinal. The daily rate shall include pumping and cleaning as many times as necessary to ensure clean, sanitary condition and providing all chemicals, cleaning products and toilet paper. The HS Contractor shall check toilet facilities at least every six (6) hours to ensure cleanliness.
c. PORTABLE ELECTRIC GENERATORS. The HS Contractor shall provide a portable, gasoline powered, electric generator capable of supplying power to portable lighting and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). Generator shall be at least 5KW

with circuit breaker protector. Daily rate includes fuel, oil, and necessary consumables to operate the generator, transportation, set-up, dismantling and labor.

d. Chairs (each per day)
e. Long tables - approximately 2 meters in length (each per day)

Any other supplies, services or quantities of supplies and services other than those listed above shall be provided in accordance with the procedures set forth in LINE ITEM XX43.

m. LINE ITEM XX17 - OILY WASTE REMOVAL (TRUCK AND BARGE)

1. Oily Waste is defined as any liquid petroleum product mixed with wastewater and/or oil in any amounts, which, if discharged overboard, would cause or show sheen on the water. The HS Contractor shall dispose of any combination of oily waste and grey water as oily waste.

2. Oily Waste is measured by Cubic Meter (1CM = 264.2 Gallons). The HS Contractor shall submit, as an attachment to the invoices for disposal services, a document verifying the quantity collected and the name of the disposal plant where the oily waste have been or will be disposed. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from the ship.

3. The HS Contractor shall comply with the environmental requirements of each country where oily waste is disposed and shall be liable for any costs incurred as a result of the HS Contractor's failure to comply with such requirements. The HS Contractor shall keep all disposal certificates and shall make them available to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore upon request. If the ship concurs with the volume, the ship will pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped. The HS Contractor will submit a request to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore for the difference, accompanied by disposal certificates. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore will investigate and resolve the issue, and will arrange for the ship to pay any amounts determined to be due.

4. Oily Waste Removal involves the collection of Oil and Aggregate Water generated by the ships. The requiring vessel will pump this waste into HS Contractor-provided tanks or barges. The HS Contractor shall provide all equipment and facilities required to remove oily waste, including hoses and connections compatible with the ship being serviced. The HS Contractor shall provide hoses of sufficient length from equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

5. In all cases when a ship orders oily waste disposal services, the HS Contractor shall invoice and will be paid the contract schedule's minimum daily quantity of 60 CM for providing the disposal services, even if the oily waste quantity pumped and disposed that day is less than the 60 CM minimum quantity. Payments over the minimum daily quantity of 60 CM shall be for the amount of oily waste cubic meters removed at the appropriate per CM rate in the schedule. The HS Contractor shall not invoice any charge (either the daily minimum or the additional per CM rate) for ships that do not order disposal services.

6. In the event the HS Contractor subcontracts oily waste disposal, the HS Contractor shall be liable for any costs incurred as a result of the disposal operator's failure to comply with local requirements.

7. The HS Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed. The Government reserves the right to independently verify the volume of discharge using certified flow measuring devices.

8. When removal is done via barge, the HS Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position Oily Waste barges/trucks

when necessary in accordance with Force Protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

n. LINE ITEM XX18 - UNIQUE PORT SERVICES

1. LOGISTIC SUPPORT TO GOVERNMENT TEAMS

    a. Note: This Line Item is for logistics support in connection with ship visits to a port area. U.S. Government teams conduct surveys in a variety of ports in the Region. The U.S. Government may require the assistance of the HS Contractor in the ports to be surveyed.

    b. The HS Contractor shall assign an individual to participate in and assist with logistical arrangements for a team that will perform the survey. This team may visit a variety of ports in advance of ships' visits to assess the force protection levels of the port and to perform related functions. The HS Contractor's assistance shall include providing logistical support as requested by the U.S. Government, coordinating access and interviews with local officials, local husbanding services, and support Contractors, coordinating necessary translation services for the team, and assisting in the development of a final assessment report.

    c. The HS Contractor shall invoice port surveys at the subsequent day husbanding fee for a Class II ship in the port. In addition, the HS Contractor shall be reimbursed for economy class air transportation and daily per diem rate that includes lodging, meals and other related expenses. The per diem rates shall be those set forth in the Joint Travel Regulation (JTR).

    d. Other HS Contractor out-of-pocket expenses related to the service(s) and anticipated by the HS Contractor will be invoiced and reimbursed at cost. The HS Contractor shall submit all receipts, invoices or other valid documents to support the incurred expenses. The HS Contractor shall not pay for hotels, meals, rental vehicles, telephone expenses and any other expenses that the U.S. Government team members may incur and for which they can be reimbursed under their U.S. Government travel orders.

    e. If a delivery order with a "Not to Exceed " (NTE) amount is issued for the logistic support services, the HS Contractor shall promptly advise the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer and withhold performance if he expects to exceed this amount.

2. PAINT FLOAT

    The paint float shall be no less than 5M in length but, in all cases, large enough to provide a safe and stable working platform for the occupants. Scaffolding may be of any height less than 3.5M from the deck, so as to provide a working platform at least 4M from the waterline. The paint float shall be equipped with suitable self-fendering to prevent damage to the ship. The price of these fenders shall be included in the quoted price of the paint float. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. Rails shall be no less than 1M from the working platform. The working platform shall be equipped with anchor points for harnessing. The Ordering Activity shall be responsible for providing safety harnesses, for obtaining permission from local authorities prior to all work on the paint float, and for cleanup/disposal of all hazardous material generated or released outside the paint float. The HSP shall notify the Ordering Activity of local regulatory requirements concerning paint floats, assist the Ordering Activity in submitting requests

and passing required documentation to the local authority where permission is required to work on the paint float, and arrange for required cleaning of the paint float upon return. The ordering activity is responsible for securing the paint float from the time custody has been transferred to them until returned to the HSP or the ship departs, whichever is earlier.

3. INTERPRETER SERVICES

The HS Contractor shall provide interpreter services when ordered. The interpreter shall be fluent in both spoken and written local language and English.

4. PRATIQUE

The HS Contractor shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

5. STEVEDORE SERVICES

The HS Contractor shall provide stevedores for general labor. Billing shall be at the hourly rate for worker.

6. SHORE STEAM

The HS Contractor shall provide shore steam to the ship. This sub lot line item is performance-based. Shore steam provided to the ship may be provided by any means (boiler or generator) so long as the pressure of steam delivered to the vessel is approximately 100 PSI (standard commercial pressure) and of acceptable quality for the vessel. Pricing for provision of shore steam shall be on a TBD basis and should include the boiler or generator, fuel for the generator, mobilization/demobilization, hoses, and adapters appropriate to the vessel type, and water (where required) for the generator or boiler. This item shall be billed on a daily basis.

o. LINE ITEM XX19 - OIL BOOMS

The HS Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom. Billing for LINE ITEM XX19 shall be per meter. For example, a 300-meter oil boom would be billed at 300 meters per day.

Oil Booms are intended to act as a precautionary measure in case of inadvertent leakage from equipment otherwise in sound operating equipment. Oil booms are also intended to mitigate the environmental damages that may otherwise result from inadvertent leakage. The HS Contractor shall notify the Ordering Activity, upon receipt of a LOGREQ request, if deployment of an oil boom at the proposed mooring location is contrary to host nation or port authority regulation so that the order for the oil boom service can be cancelled. Cleanup and disposal of oil is a port authority function. If the HSP incurs charges for these services, they shall be billed as port tariff items on a reimbursable basis.

p. LINE ITEM XX20 - MATERIAL HANDLING (UP TO 150 LBS)

1. The HS Contractor shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

2. The HS Contractor shall use counter-to-counter delivery and charge by each Bill of Lading. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

3. Shipping documents shall be labeled "SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HS Contractor.

4. The HS Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel. The HS Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

5. The HS Contractor shall receive the package from the ship and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

6. The HS Contractor shall deliver the package to the ship the day of arrival in port or the following morning. The HS Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

7. The HS Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HS Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

q. LINE ITEM XX21 - TENT WITH EQUIPMENT FOR SPECIAL EVENTS (INCLUDES TABLES, CHAIRS, LIGHTING AND FANS

The HS Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels. The HS Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills. The HS Contractor shall remove all provided equipment upon completion of services.

r. LINE ITEM XX22 - SHORE POWER (INCLUDES CABLES, CONNECTION, FUEL, AND OPERATORS) 450-480V, 60 HZ

The HS Contractor shall provide shore power to the ship using a port-provided, permanent connection system or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels. The HS Contractor shall provide all cables and make all power connections between the generator and ship. The availability of shore power shall be in accordance with the schedule established by the ship.

Sub Lot Line Items XX22AA, XX22AB, and XX22AC are to be used only if/when shore power provided by port authorities is, for any reason, not available or inadequate.

s. LINE ITEM XX23 - MANLIFT (WITHOUT OPERATOR)

The HS Contractor shall provide a manlift (without operator) and a full fuel tank. The HS Contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning. The HS Contractor shall conduct training on safety and operating procedures for ship personnel. The HS Contractor shall maintain documentation of ship personnel acknowledgement of the training.

t. LINE ITEM XX24 – BROWS

1. Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The HS Contractor shall provide the brows specified in the schedule as ordered by the ship. A range of brow sizes is provided in each of the sub lot line items of lot line item XX24. All brows provided by port authorities, host nation, or US Government shall be billed at cost as port tariff items. Mobilization, demobilization, setup and placement shall be included in the proposed unit price of all XX24 sub lot line items. In cases where brows are provided by port authorities, host nation, or US Government free of charge, at reduced cost, or for mobilization/demobilization costs only; these costs will be reimbursed without additional fees or markup.

2. Due to the height difference between the submarine deck and pier, the HS Contractor provided submarine brow (must afford personnel a smooth and safe transit when entering or exiting the submarine deck. The submarine brow must be capable of supporting shore power cables without damaging the cable.

3. Brows shall be provided free of charge by Royal Navy Liaison Office (RNLO) in Sembawang port for ships berthed at piers 5, 6 , and 7.

4. The HS Contractor shall be entitled to bill for 4 hours of usage under this line item when actual usage is less than 4 hours (per order). Billing for brows shall be calculated up until the scheduled time of departure. Discrepancies, if any, between the number of hours billed at the pre-sailing visit and the actual number of hours used shall be invoiced and paid in accordance with the procedures in OC-1, Invoices and Payments, and the PWS paragraph 9.l. The order of priority of usage in paragraph 10.g. applies.

u. LINE ITEM XX25 - BOTTLED POTABLE WATER

The HS Contractor shall provide for the furnishing of fresh, potable water in bottles. The husbanding Contractor is responsible for ensuring that the U.S. Army Veterinary has approved the products recommended to the ship's Supply Officer. Information on how to request and obtain sanitary inspection is provided as Attachment #17. The minimum order quantity for this line item is 100 liters.

v. LINE ITEM XX26 - MOBILE CRANE SERVICES

The HS Contractor shall provide mobile crane services (shore crane) with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each mobile crane ordered.

Crane services under this Line Item are for land cranes only. Floating cranes are to be provided and billed under Line Item XX43 procedures if required.

w. LINE ITEM XX27 - FORKLIFT SERVICES

The HS Contractor shall provide forklift services with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. Upon the Supply Officer's request, the HS Contractor shall provide information concerning forklift/lifting capacity. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered.

x. LINE ITEM XX28 - TELEPHONE SERVICES AND COMMUNICATIONS EQUIPMENT

1. Landlines (LINE ITEM XX28AA): Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Installation charges shall be inclusive of all costs for installation and removal of landlines. Usage charges and port tariff fees associated with landline connections (LINE ITEM XX28AB) will be the actual charges computed in accordance with the local or national tariff.

2. Cellular Telephone Services (LINE ITEM XX28AC): Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under LINE ITEM XX28AC. The HS Contractor shall have readily available a minimum of 10 cellular telephones at a given time. Each mobile phone provided shall include an operating manual/instruction with published rates for usage. Airtime for mobile phones shall be included under LINE ITEM XX28AD. Usage charges associated with mobile phones (LINE ITEM XX28AD) will be the actual charges computed in accordance with the local or national tariff.

3. The HS Contractor shall provide pre-paid International Calling Cards for official use (LINE ITEM XX28AE).

4. SIM cards with prepaid airtime shall be provided where the ship or operating unit has mobile phones and desires only SIM cards for use in the specific port area. SIM cards provided under LINE ITEM XX28AF shall include activation of the SIM card. HS Contractors shall not be obligated to provide quantities of sub lot line item XX28AF in excess of quantities permitted by host nation law or regulation.

5. PWS paragraph 9.h. details the priority in providers to MWR support to Ordering Activities. Calling cards ordered under sub lot line item XX28AE shall be billed in the denomination of the card, adjusted to USD using the OANDA exchange rate for the date of the order as outlined in the PWS paragraph 9.f. without additional markup or fee.

y. Deleted

z. LINE ITEM XX30 - RESERVED

aa. LINE ITEM XX31 - PORT DUES

1. In some countries, the port authority or concessionaire charges port dues to the visiting ship. The port dues may be based on the length or based on the gross tonnage of the ship. Only ‘FINAL’ invoices will be accepted for payment.

2. Attachment (19) of the solicitation lists some of the unclassified agreements. However, this is not a complete list of all the relevant countries.

3. Clause OC-10, titled Host Country Agreements, outlines the limitation of the U.S. Government to pay for certain port dues, fees, or use fees.

4. Sub lot line item XX31AB is intended to provide a suitable landing area for ship’s boats or water taxis, when ordered. XX31AB is also intended to provide a suitable area, adjacent to the ship berth or water taxi point of debarkation, for placement and operation of the fleet landing lot items ordered under lot line item XX15. The fleet landing sub lot line items are detailed in the PWS paragraph 11.L.

5. Sub lot line item XX31AD shall only be used when the port is not publicly owned/operated.

bb. LINE ITEM XX32 - COST REPORTING

1) See Attachment (8) PWS Cost Reporting, for specific reporting instructions.
2) All billing and cost reporting shall be made in the units specified in the respective LINE ITEMs.
3) **HS Contractor shall enter and report ALL expenditures under this contract (regardless of customer or ordering activity) into LogSSR and all non-priced expenditures other than port tariff (PT) items using the online pricing application in accordance with Attachment (8) PWS Cost Reporting.**
4) **The pre-arrival cost estimate is part of the Cost Reporting Lot Line Item. Requirements for the pre-arrival cost estimate report are described in Attachment (8).**

cc. LINE ITEMs – XX33 – XX39 - RESERVED

dd. LINE ITEM XX40 - OPERATIONS OTHER THAN WAR (OOTW FEES)

* See attachment (9) PWS OOTW, for specific instructions.

ee. LINE ITEM XX41 – PROVISIONS

(1) Provisions

Note: Orders for fuel and provisions are primarily ordered under other U.S. Government contracts. Use of these contracts for fuel and provisions (eg. DESC fuel contracts and DSCP-Pacific provisions contracts) is mandatory when available. If U.S. Government contracts are either unavailable or cannot make delivery within ship scheduling constraints the HS Contractor must receive prior permission from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer before providing these services to the ship, including mobilization. When requested by the ship, the HS Contractor shall pass these orders to the other U.S. Government Contractors involved. The ship's Supply Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may award contracts or purchase orders for these non-priced items to other U.S. Government contracts.

a. When requested by a ship, the husbanding HS Contractor shall assist in arranging for the timely provision of subsistence items. LINE ITEMs XX41AA through XX41AC identify the fees that will be paid the HS Contractor for arranging subsistence items. FFV shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using night soil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. Bread and Eggs must be in accordance with Attachment #11. The husbanding services HS Contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and local currency; and total price in U.S. dollars and local currency as indicated in the "INVOICING AND PAYMENT CLAUSE". (Example: 10 pounds tomatoes @ 2,50 euro/$1.00 USD per Pound = 25,00 Euro/$10.00 USD). Any delivery charges shall be shown separately. The HS Contractor shall use the conversation rate to convert Kilogram (KG) into US pounds (LB) is: 1 KG = 2.2046 LB.

b. If the total cost of FF&V and subsistence items ordered and received by a ship under this contract exceeds $10,000.00 for a port visit, the HS Contractor shall submit a report via e-mail to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the HS Contractor shall provide copies of all quotes obtained. This report is in addition to the LogSSR report.

c. The husbanding HS Contractor shall ensure that the sources recommended to the ships Supply Officer for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army

Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement.

d. Information on how to request and obtain sanitary inspection by the U.S. Government is provided as Attachment #17.

e. The HS Contractor shall retain documentation of inspection of sources recommended or selected as suppliers of subsistence items. Under no circumstances shall the HS Contractor recommend or offer for acceptance subsistence items from non-approved sources.

f. All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

g. The fee specified in sub lot line item XX41AA has a unit of issue of 'EA' (each). This fee is for the arrangement of one line item of provisions, not for a quantity of one provision. For example, if one provisions order contained ten different line items and a quantity of five for each line item, the HS Contractor would be entitled to bill under sub lot line item XX41AA for a quantity of ten with a unit of issue 'EA'.

ff. LINE ITEM XX42 - FUEL

1. Orders for fuel and provisions are primarily ordered under other U.S. Government contracts. Use of these contracts for fuel and provisions (eg. DESC fuel contracts and DSCP-Pacific provisions contracts) is mandatory when available. If U.S. Government contracts are either unavailable or cannot make delivery within ship scheduling constraints the HS Contractor must receive prior permission from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer before providing these services to the ship, including mobilization. When requested by the ship, the HS Contractor shall pass these orders to the other U.S. Government Contractors involved. The ship's Supply Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may award contracts or purchase orders for these non-priced items to other U.S. Government contracts.

2. Other procedures apply as follows:

(a) Fuel (MGO/F76)

(i) Ships may order fuel, as described in paragraph 1 above, with the assistance of the HS Contractor. The HS Contractor shall advise the Supply Officer of available bunkers, or existing fuel contracts issued by Defense Energy Support Center (DESC) or Navy Operational Logistics Support Center. If requested by the Supply Officer, the HS Contractor shall pass fuel orders to the appropriate fuel supplier, and will coordinate delivery. The DESC Overseas Ships' Bunkers Contract Bulletin SP0600-02-0013 may be accessed at http://www.desc.dla.mil/DCM/DCMPage.asp?PageID=227 . Disagreements between any DESC Contractor and the HS Contractor shall be forwarded to the DESC Contracting Officer through Logistic Supply Center Fuel Manager specified at the time of award for each region. HS Contractors who buy fuel through other than government sources when available without express authority in writing from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer do so at their own risk. If the HS Contractor is authorized to provide fuel, U.S. Government shall not reimburse the HS Contractor for more than what the U.S. Government cost through approved DESC contracts would have been unless authorized by the Contracting Officer. The HS Contractor is required to provide any security vetting for DESC contractors in order to facilitate performance.

(ii) In the event that no U.S. Government or foreign Government owned bunker is available, or no DESC or NPO available contracts meets a ship's fuel requirement, or as directed in writing by the Contracting Officer, the HS Contractor shall assist the ship in arranging the procurement of fuel. The HS Contractor shall not provide any fuel or fuel-related service e.g., fuel barge or fuel truck, without first receiving specific advance approval to do so from a NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. This fuel shall be provided in accordance with Attachment # 15. The HS Contractor shall provide a fuel barge or truck to transport fuel to the ship, if required. LINE ITEMs XX42AA through XX42AD identify the fees that will be paid the HS Contractor for arranging fuel requirements. The HS Contractor shall be liable for any costs should the fuel provider fail to properly employ oil spill booms as required by local authorities or fails to comply with any local laws or regulations relating to the provision of fuel. Fuel caught in oil booms will be properly disposed. The HS Contractor shall be liable for any costs should the fuel provider fail to employ properly oil spill booms as required by local authorities or fails to comply with any local laws or regulations relating to the provision of fuel. The HS Contractor shall deliver fuel "free on board" the ship whether at pierside or at anchor. The invoice shall indicate the unit and total price for the fuel and the price for the delivery of fuel to the ship. The contractor shall also include a statement with each invoice entry for fuel purchased from the contractor that identifies who directed it to provide the fuel and the preliminary steps taken by the contractor to ensure that government-owned fuel or fuel from a DESC contract was not available to satisfy the ship's requirement.

(iii) Other than the price specified under LINE ITEM XX42AA Fee for Acquiring Fuel and LINE ITEM XX42AC Fuel Delivery/Other, no additional fees shall be added to the price of LINE ITEM XX42AB Fuel, TBD. The HS Contractor shall be reimbursed at cost for the TBD purchase price of fuel and for delivery without additional markup.

(iv) In recognition of the fact that fuel is sold by weight (metric tons) and by volume (gallons or liters), the HS Contractor shall ensure all United States ships are provided with a fuel invoice and the appropriate customs certification demonstrating the quantity of fuel provided in metric tons and in gallons or liters. In the event that the HS Contractor is ordered to provide fuel, all terms and conditions of the fuel provider shall be provided to the Ordering Officer in the pre-arrival cost estimate or prior to the order being finalized if the fuel services are ordered after the pre-arrival cost estimate has been provided. For example, if a ship places an order for fuel and the fuel provider has a term or condition that requires the full quantity to be pumped into the requiring vessel without return of any fuel to the provider, this condition must be disclosed to the Ordering Officer in the pre-arrival message.

(v) The HS Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier. The cost for all barge inspections will be included in the fee for LINE ITEM XX42AC.

(vi) The HS Contractor shall load the ordered fuel and transport to the ship. The HS Contractor shall transfer the fuel from the fuel barge or truck to the ship. The HS Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

(vii) The HS Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

(viii) Excess Fuel Procedures: Demurrage charges accrue when the entire quantity of fuel ordered cannot be delivered on or before the date and time specified in the fuel order. Demurrage charges do not accrue when fuel cannot be delivered due to the fault of the service provider (e.g. pumping rate of the barge inadequate to deliver fuel within the time specified by the order). See PWS paragraph 3.i. for further details. Pricing of XX42AD is in units of DAY and the compensation covers the daily cost of the barge used to deliver the fuel (regardless of the amount of fuel remaining in the barge). Since the great majority of fueling evolutions are via barge, the price of demurrage by barge should be used vice the

demurrage price by truck. All required customs clearances are to be included in item XX42AA, Fee for Acquiring Fuel. If the ship does not offload all of the fuel ordered, the HS Contractor shall store the excess fuel and diligently attempt to sell it as soon as practicable. The HS Contractor shall receive a storage fee (demurrage) for no more than three (3) days. The HS Contractor shall receive a fuel disposal fee on a reimbursable basis upon presentation of vendor invoice for disposal services.

(ix) All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

gg. LINE ITEM XX43 – INCIDENTALS

1. Incidentals: The HS Contractor shall arrange for incidentals using the Online Pricing Application, as further described in Attachment 8 and paragraph 3(o) above. Incidentals are supplies and services not priced on the Schedule of Supplies and Services or Port Tariff schedule that are within the scope of the contract, and are required during the course of the husbanding visit. Historical examples of items ordered that would be considered incidentals are listed at the bottom of each schedule in Attachment 2. Incidentals shall not exceed $50,000.00 per port visit unless prior permission is granted from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. The HS Contractor shall not be separately or additionally compensated for profit or mark-up on the prices of these items or for any other charges or fees associated with acquiring the supplies or services other than the price the HS Contractor pays its supplier for the supply or service except as the HS Contractor chooses to include allowances for any such profit, charges, or fees in the daily price for the Management Services or as part of the process proposed by the HS Contractor for implementation of the Online Pricing Application methodology for offering incidentals at fair and reasonable prices. The HS Contractor shall arrange for incidentals as described below:

   a. Providing supplies and services. At the request of an Ordering Activity, the HS Contractor shall arrange for incidentals that are within the scope of the contract, are not pre-priced on the Schedule of Supplies and Services (Attachment 2), and are required during the course of the husbanding visit. In cases where sub lot line items do not exist under the corresponding lot line item in some lots, but exist under line items in other lots of the Attachment 2 schedules, the Government reserves the right to order these items within the scope of the contract, if required, as incidentals using the online pricing application. The contractor shall conduct necessary market research, contact potential suppliers, obtain price quotations, and, based on the information, provide an estimated price for the supply or service to the Ordering Activity and the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer using the Online Pricing Application. The HS Contractor shall not provide any incidental supplies or services until the HS Contractor and the Ordering Activity or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer agree on a fair and reasonable price for the supplies or services. For non-priced items with extended price less than $25,000, either the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. For non-priced items with an extended price greater than $25,000, only the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. At that point the Ordering Activity shall issue an order to the HS Contractor directing that it provide the supply or service in support of the husbanding visit at the agreed price. For supplies or services having an extended price (unit price multiplied by quantity) over $3,000, the HS Contractor must provide documentation to the Ordering Activity or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer, via the Online Pricing Application, that it has promoted competition to the maximum extent practicable. If the HS Contractor proposes the use of organic assets (HS Contractor-owned assets) at an extended price (unit price multiplied by quantity) over $3,000, the HS Contractor must additionally provide documentation to the Ordering Activity or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer, via the Online Pricing Application, that the price for use of the organic asset does not exceed the price for locally available assets that could be used to otherwise satisfy the requirement. When proposing to use an

organic asset, the HS Contractor shall also provide a commercial pricelist, if available, showing the daily or hourly rates, inclusive of all operational and maintenance costs, that the HS Contractor charges other customers for use of the organic assets. Prices charged to the Government shall not be higher than the price for the same or similar services provided to other customers. The HS Contractor's use of the Online Pricing Application in accordance with Attachment 8 will be evaluated based on the criteria established in QASP and agreed upon as part of the HS Contractor's proposed process for determining fair and reasonable prices.

b. All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting Officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

c. Incidentals considered within the scope of this contract are defined at the description of contractual scope, paragraph 10.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		UNDEFINED		UNDEFINED	$0.00

REGION 3 - AUSTRALIA / PACIFIC IS
FFP
BASE PERIOD: 12 MONTHS
AUSTRALIA / PACIFIC ISLANDS (LOTS 52 - 76)
FOR LOT LINE ITEMS, SEE ATTACHMENT 2. THE BASE PERIOD SHALL BE FOR 12 MONTHS. ALL PRICES ARE FOB DESTINATION AND SHALL BE IN U.S. DOLLARS. POP Award plus 30 days.
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AA		1,816,719	Dollars, U.S.	$1.00	$1,816,719.00 EST

FFP
Pre-Priced Items for all lots (to be calculated by applying the quoted unit price multiply by the estimated quantites provided in Attachment 2 for both targeted and non-targeted Lots) USD_____
FOB: Destination

MAX NET AMT	$1,816,719.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AB		350,000	Dollars, U.S.	$1.00	$350,000.00 EST

FFP
Port Tariffs for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$350,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AC		2,225,000	Dollars, U.S.	$1.00	$2,225,000.00 EST

FFP
Fuel for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$2,225,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AD		400,000	Dollars, U.S.	$1.00	$400,000.00 EST

FFP
Provisions for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$400,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AE		1,250,000	Dollars, U.S.	$1.00	$1,250,000.00 EST

FFP
OOTW
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$1,250,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AF		400,000	Dollars, U.S.	$1.00	$400,000.00 EST

FFP
Incidentals
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$400,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003		UNDEFINED		UNDEFINED	$0.00
OPTION	REGION 3 - AUSTRALIA / PACIFIC IS FFP OPTION PERIOD 1: 12 MONTH (LOTS 52 - 76) AUSTRALIA / PACIFIC ISLANDS FOR LOT LINE ITEMS, SEE ATTACHMENT 2. THE BASE PERIOD SHALL BE FOR 12 MONTHS. ALL PRICES ARE FOB DESTINATION AND SHALL BE IN U.S. DOLLARS. FOB: Destination PURCHASE REQUEST NUMBER: N4034509RCSG0006				

MAX NET AMT		$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003AA		1,816,719	Dollars, U.S.	$1.00	$1,816,719.00 EST
OPTION	FFP Pre-Priced Items for all lots (to be calculated by applying the quoted unit price multiply by the estimated quantities provided in Attachment 2 for both targeted and non-targeted Lots) USD_____ FOB: Destination				

MAX NET AMT	$1,816,719.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003AB		350,000	Dollars, U.S.	$1.00	$350,000.00 EST

OPTION

FFP
Port Tariffs for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT $350,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003AC		2,225,000	Dollars, U.S.	$1.00	$2,225,000.00 EST

OPTION

FFP
Fuel for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT $2,225,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003AD		400,000	Dollars, U.S.	$1.00	$400,000.00 EST

OPTION

FFP
Provisions for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$400,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003AE		1,250,000	Dollars, U.S.	$1.00	$1,250,000.00 EST

OPTION

FFP
OOTW
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$1,250,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003AF		400,000	Dollars, U.S.	$1.00	$400,000.00 EST
OPTION					

FFP
Incidentals
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT $400,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003		UNDEFINED		UNDEFINED	$0.00
OPTION	REGION 3 - AUSTRALIA / PACIFIC IS				

FFP
OPTION PERIOD 2: 12 MONTH (LOTS 52 - 76)
AUSTRALIA / PACIFIC ISLANDS
FOR LOT LINE ITEMS, SEE ATTACHMENT 2. THE BASE PERIOD SHALL BE FOR 12 MONTHS. ALL PRICES ARE FOB DESTINATION AND SHALL BE IN U.S. DOLLARS.
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT $0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003AA		1,816,719	Dollars, U.S.	$1.00	$1,816,719.00 EST

OPTION

FFP
Pre-Priced Items for all lots (to be calculated by applying the quoted unit price multiply by the estimated quantities provided in Attachment 2 for both targeted and non-targeted Lots) USD_____
FOB: Destination

MAX NET AMT	$1,816,719.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003AB		350,000	Dollars, U.S.	$1.00	$350,000.00 EST

OPTION

FFP
Port Tariffs for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$350,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003AC		2,225,000	Dollars, U.S.	$1.00	$2,225,000.00 EST

OPTION

FFP
Fuel for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT $2,225,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003AD		400,000	Dollars, U.S.	$1.00	$400,000.00 EST

OPTION

FFP
Provisions for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT $400,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003AE		1,250,000	Dollars, U.S.	$1.00	$1,250,000.00 EST

OPTION

FFP
OOTW
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$1,250,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003AF		400,000	Dollars, U.S.	$1.00	$400,000.00 EST

OPTION

FFP
Incidentals
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$400,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003		UNDEFINED		UNDEFINED	$0.00
OPTION	REGION 3 - AUSTRALIA / PACIFIC IS FFP OPTION PERIOD 3: 12 MONTH (LOTS 52 - 76) AUSTRALIA / PACIFIC ISLANDS FOR LOT LINE ITEMS, SEE ATTACHMENT 2. THE BASE PERIOD SHALL BE FOR 12 MONTHS. ALL PRICES ARE FOB DESTINATION AND SHALL BE IN U.S. DOLLARS. FOB: Destination PURCHASE REQUEST NUMBER: N4034509RCSG0006				

MAX NET AMT		$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003AA		1,816,719	Dollars, U.S.	$1.00	$1,816,719.00 EST
OPTION	FFP Pre-Priced Items for all lots (to be calculated by applying the quoted unit price multiply by the estimated quantities provided in Attachment 2 for both targeted and non-targeted Lots) USD_____ FOB: Destination				

MAX NET AMT	$1,816,719.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003AB		350,000	Dollars, U.S.	$1.00	$350,000.00 EST

OPTION

FFP
Port Tariffs for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT $350,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003AC		2,225,000	Dollars, U.S.	$1.00	$2,225,000.00 EST

OPTION

FFP
Fuel for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT $2,225,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003AD		400,000	Dollars, U.S.	$1.00	$400,000.00 EST

OPTION

FFP
Provisions for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$400,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003AE		1,250,000	Dollars, U.S.	$1.00	$1,250,000.00 EST

OPTION

FFP
OOTW
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$1,250,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003AF		400,000	Dollars, U.S.	$1.00	$400,000.00 EST

OPTION

FFP
Incidentals
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT $400,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003		UNDEFINED		UNDEFINED	$0.00

OPTION

REGION 3 - AUSTRALIA / PACIFIC IS
FFP
OPTION PERIOD 4: 12 MONTH (LOTS 52 - 76)
AUSTRALIA / PACIFIC ISLANDS
FOR LOT LINE ITEMS, SEE ATTACHMENT 2. THE BASE PERIOD SHALL BE FOR 12 MONTHS. ALL PRICES ARE FOB DESTINATION AND SHALL BE IN U.S. DOLLARS.
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT $0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003AA		1,816,719	Dollars, U.S.	$1.00	$1,816,719.00 EST

OPTION

FFP
Pre-Priced Items for all lots (to be calculated by applying the quoted unit price multiply by the estimated quantities provided in Attachment 2 for both targeted and non-targeted Lots) USD_____
FOB: Destination

MAX NET AMT	$1,816,719.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003AB		350,000	Dollars, U.S.	$1.00	$350,000.00 EST

OPTION

FFP
Port Tariffs for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$350,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003AC		2,225,000	Dollars, U.S.	$1.00	$2,225,000.00 EST

OPTION

FFP
Fuel for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$2,225,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003AD		400,000	Dollars, U.S.	$1.00	$400,000.00 EST

OPTION

FFP
Provisions for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$400,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003AE		1,250,000	Dollars, U.S.	$1.00	$1,250,000.00 EST

OPTION

FFP
OOTW
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$1,250,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003AF		400,000	Dollars, U.S.	$1.00	$400,000.00 EST

OPTION

FFP
Incidentals
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$400,000.00 (EST.)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0004	N/A	N/A	N/A	Government
0004AA	N/A	N/A	N/A	Government
0004AB	N/A	N/A	N/A	Government
0004AC	N/A	N/A	N/A	Government

0004AD	N/A	N/A	N/A	Government
0004AE	N/A	N/A	N/A	Government
0004AF	N/A	N/A	N/A	Government
1003	N/A	N/A	N/A	Government
1003AA	N/A	N/A	N/A	Government
1003AB	N/A	N/A	N/A	Government
1003AC	N/A	N/A	N/A	Government
1003AD	N/A	N/A	N/A	Government
1003AE	N/A	N/A	N/A	Government
1003AF	N/A	N/A	N/A	Government
2003	N/A	N/A	N/A	Government
2003AA	N/A	N/A	N/A	Government
2003AB	N/A	N/A	N/A	Government
2003AC	N/A	N/A	N/A	Government
2003AD	N/A	N/A	N/A	Government
2003AE	N/A	N/A	N/A	Government
2003AF	N/A	N/A	N/A	Government
3003	N/A	N/A	N/A	Government
3003AA	N/A	N/A	N/A	Government
3003AB	N/A	N/A	N/A	Government
3003AC	N/A	N/A	N/A	Government
3003AD	N/A	N/A	N/A	Government
3003AE	N/A	N/A	N/A	Government
3003AF	N/A	N/A	N/A	Government
4003	N/A	N/A	N/A	Government
4003AA	N/A	N/A	N/A	Government
4003AB	N/A	N/A	N/A	Government
4003AC	N/A	N/A	N/A	Government
4003AD	N/A	N/A	N/A	Government
4003AE	N/A	N/A	N/A	Government
4003AF	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0004	N/A	N/A	N/A	N/A
0004AA	N/A	N/A	N/A	N/A
0004AB	N/A	N/A	N/A	N/A
0004AC	N/A	N/A	N/A	N/A
0004AD	N/A	N/A	N/A	N/A
0004AE	N/A	N/A	N/A	N/A
0004AF	N/A	N/A	N/A	N/A

1003	N/A	N/A	N/A	N/A
1003AA	N/A	N/A	N/A	N/A
1003AB	N/A	N/A	N/A	N/A
1003AC	N/A	N/A	N/A	N/A
1003AD	N/A	N/A	N/A	N/A
1003AE	N/A	N/A	N/A	N/A
1003AF	N/A	N/A	N/A	N/A
2003	N/A	N/A	N/A	N/A
2003AA	N/A	N/A	N/A	N/A
2003AB	N/A	N/A	N/A	N/A
2003AC	N/A	N/A	N/A	N/A
2003AD	N/A	N/A	N/A	N/A
2003AE	N/A	N/A	N/A	N/A
2003AF	N/A	N/A	N/A	N/A
3003	N/A	N/A	N/A	N/A
3003AA	N/A	N/A	N/A	N/A
3003AB	N/A	N/A	N/A	N/A
3003AC	N/A	N/A	N/A	N/A
3003AD	N/A	N/A	N/A	N/A
3003AE	N/A	N/A	N/A	N/A
3003AF	N/A	N/A	N/A	N/A
4003	N/A	N/A	N/A	N/A
4003AA	N/A	N/A	N/A	N/A
4003AB	N/A	N/A	N/A	N/A
4003AC	N/A	N/A	N/A	N/A
4003AD	N/A	N/A	N/A	N/A
4003AE	N/A	N/A	N/A	N/A

4003AF N/A N/A N/A N/A

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.212-4	Contract Terms and Conditions--Commercial Items	MAR 2009
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-36	Payment by Third Party	MAY 1999

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

__X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

__(4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (7) [Reserved].

___ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

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

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

___ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

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

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

___ (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

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

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

___ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

___ (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

_X__ (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).

___ (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of theVietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) .

___ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

__X_ (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X__ (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

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

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

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award** through **contract expiration .**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $3000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single line item in excess of $1,220,000; or
(2) Any order for a combination of items in excess of $7,000,000; or
(3) A series of orders from the same ordering office within one (1) day that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any combination of orders exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 days beyond the expiration of the contract.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at any time prior to the extension of the contract.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration of the contract, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

52.228-10 VEHICULAR AND GENERAL PUBLIC LIABILITY INSURANCE (APR 1984)

(a) The Contractor, at the Contractor’s expense, agrees to maintain, during the continuance of this contract, all insurance required by the host country in which the Contractor is performing. At a minimum, this insurance shall

include vehicular liability and general public liability insurance with limits of liability for (1) Bodily injury of not less than $1,000,000 for each occurrence and (2) Property damage of not less than $1,000,000 for each accident.

(b) The Contractor, at the Contractor's expense, agrees to maintain, during the continuance of this contract, vessel collision liability, and, protection and indemnity liability insurance in the amount of $1,000,000 per (Government) vessel or for any one incident.

(c) The Contractor also agrees to maintain worker's compensation and other legally required insurance with respect to the Contractor's own employees and agents.

(d) Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interests shall not be effective for 30 days after the insurer or the Contractor gives written notice to the Contracting Officer.

Limited Risk of Loss

(a) The Contractor shall not be liable under this contract for any loss suffered by the U.S. Government including, but not limited to, loss, destruction of, or damage to, Government property or for expenses incidental to such loss, destruction, or damage, except as provided in paragraph (b).

(b) The contractor shall be responsible for loss to the U.S. Government including, but not limited to, loss, destruction of, or damage to, Government property under this contract (including expenses incidental to such loss, destruction, or damage) that results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater, or
(1) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement; or
(2) For which the Contractor is otherwise responsible under the express terms of this contract; or
(3) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(c) Nothing in this clause or in this contract shall preclude or limit recovery by the U.S. Government from a subcontractor or a subcontractor's insurer for any loss suffered by the U.S. Government including, but not limited to, loss, destruction of, or damage to, Government property caused by the subcontractor, its employees or agents.

52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disput resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR Clauses http://acquisition.gov/comp/far/index.html
DFAR Clauses http://www.acq.osd.mil/dpap/dars/dfars/index.htm

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

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

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUL 2009)

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

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

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ___252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) ____ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ____ 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

(9) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11) ____ 252.225-7021, Trade Agreements (JUL 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(12) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (JUL 2009) of 252.225-7036.

(15) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) ____ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) _X___ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(22)____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(23)(i) _X___ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(24) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.216-7003 ECONOMIC PRICE ADJUSTMENT--WAGE RATES OR MATERIAL PRICES CONTROLLED BY A FOREIGN GOVERNMENT (JUNE 1997)

(a) The Contractor represents that the prices set forth in this contract--

(1) Are based on the wage rate(s) or material price(s) established and controlled by the Government of_____(Offeror insert name of host country); and

(2) Do not include contingency allowances to pay for possible increases in wage rates or material prices.

(b) If wage rates or material prices are revised by the government named in paragraph (a) of this clause, the Contracting Officer shall make an equitable adjustment in the contract price and shall modify the contract to the extent that the Contractor's actual costs of performing this contract are increased or decreased, as a direct result of the revision, subject to the following:

(1) For increases in established wage rates or material prices, the increase in contract unit price(s) shall be effective on the same date that the government named in paragraph (a) of this clause increased the applicable wage rate(s) or material price(s), but only if the Contracting Officer receives the Contractor's written request for contract adjustment within 10 days of the change. If the Contractor's request is received later, the effective date shall be the date that the Contracting Officer received the Contractor's request.

(2) For decreases in established wage rates or material prices, the decrease in contract unit price(s) shall be effective on the same date that the government named in paragraph (a) of this clause decreased the applicable wage rate(s) or material price(s). The decrease in contract unit price(s) shall apply to all items delivered on and after the effective date of the government's rate or price decrease.

(c) No modification changing the contract unit price(s) shall be executed until the Contracting Officer has verified the applicable change in the rates or prices set by the government named in paragraph (a) of this clause. The Contractor shall make available its books and records that support a requested change in contract price.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause of this contract.

(End of Clause)

252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all—

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States

Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting officer.

(End of clause)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUNE 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

(End of clause)

252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless—

(1) Approved in writing by the Contracting Officer;

(2) Made in accordance with the laws and regulations of the United States of America; and

(3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract of any plans, specifications, or other similar documents relating to work under this contract, if marked “Top Secret,” “Secret,” or “Confidential” be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall—

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

OTHER CLAUSES REGIONAL

52.237-7023 Continuation of Essential Contractor Services

(a) The Contracting officer has identified all or a portion of the contractor services provided under this contract as essential contractor services in support of mission essential functions. The contractor-provided services that have been determined to be essential contractor services in support of mission essential functions are listed in the Performance Work Statement LINE ITEM XX40 Operations Other Than War.

(b) The contractor shall have a plan after award of this contract or incorporation of this clause in a contract by modification, for continuing the performance of essential contractor services identified in (a) above during a crisis.

(1) The Contractor shall identify in the plan provisions made for the acquisition of necessary personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) The plan must, at a minimum, address-

(i) Challenges associated with maintaining contractor essential services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of necessary personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home; and

(iv) Any established alert and notification procedures for mobilizing identified “essential contractor service” personnel, and

(v) The approach for communicating expectations to the contractor employees regarding their roles and responsibilities during a crisis.

(c) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption. In the event the contractor anticipates not being able to perform due to any of the clauses enumerated in the excusable delay clause of this contract, the Contractor shall notify the Contracting Officer

or other designated representative as expeditiously as possible and use its best efforts and cooperate with the Government's efforts to maintain the continuity of operations.

(d) The Government reserves the right in such crisis situations to use federal employees of other agencies or contract support from other contractors or to enter into new contracts for essential contractor services. Any new contracting efforts would be conducted in accordance with OFPP letter, "Emergency Acquisitions" May 2007 and FAR and DFARS Subparts 18 and 218 respectively or any other subsequent emergency guidance issued.

(e) This clause shall be included in subcontracts for the essential services.

OTHER CLAUSES

OC-1 Invoices and Payments

(a) Invoice Content

The Contractor shall submit to the ordering officer an invoice that lists all the costs incurred by the ship under the contract during the port visit. The contractor's invoice shall list items priced under this contract and include subcontractor invoices for all other items not priced in the contract. All invoices submitted shall have all supporting documentation (i.e. trash and CHT certificates, delivery tickets signed by ship's personnel, with a legible signature and printed name and rank, port tariff invoices, invoices for items not pre-priced in the contract, and any other documentation that the supplies/services have been delivered and accepted) and must be submitted in accordance with the paragraph below. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from or on-loaded to the ship. **All items listed on the invoices must be detailed as to quantity, contract unit of issue and unit price. Lump sum entries will not be accepted**.

The Contractor shall keep copies of all documentation submitted to the ship for each visit for all supplies and services rendered and quantities invoiced. The Contractor shall keep a copy of all such documentation in one place that will be indicated to the Contracting Officer at the time of contract award. NAVSUP Fleet Logistics Center Yokosuka and its sites' contracting personnel may examine these files at any time during the performance of this contract.

The invoices must be easily identifiable as original (i.e. original signature or stamped as ORIGINAL). If an electronic invoice is authorized, the Contractor must certify on the invoice that it is the first time that the invoice is submitted. If the original invoice has been lost, a copy of the invoice may be submitted. This invoice must be marked as "DUPLICATE COPY" and a signed and dated statement with a contractor's stamp must be made on the duplicate invoice confirming that payment has not been received.

Each invoice must include—

(1) Name and address of the Contractor;
(2) Invoice number and date issued;
(3) Contract number, Contract Line Item Number, Lot Line Item and , if applicable, the Order Number;
(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(5) If appropriate, the shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on a Government bill of lading;
(6) Terms of any prompt payment discount offered;
(7) Name and address of the official to whom payment is to be sent;
(8) Name, title, and phone number of the person to be notified in the event of a defective invoice;
(9) Supporting documentation (i.e. trash and CHT certificates, delivery tickets signed by the ship's personnel, with a legible signature and printed name and rank, and any other documentation that the supplies/services have been delivered and accepted);

(10) The invoice must be correct and complete and without handwritten figures.
(11) Electronic funds transfer (EFT) information.

The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g. FAR 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration), or applicable agency procedures.

EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

If an item is not included on the original invoice, a supplemental invoice shall be issued with the same number followed by alpha suffix (e.g. Invoice No. 0001/03-A). The same requirements for submittal of the original invoice apply to the supplemental invoice.

If an invoice for an item is not available prior to the ship's departure (e.g. cell phone charges, port tariff items, port dues, etc.), the item shall be listed on the invoice with the words "TO BE DETERMINED (TBD)". Once the invoice has been received and the exact amount is known, the Contractor shall issue a supplemental invoice (with all supporting documentation attached) as "FINAL" for the final payment. TBD invoices shall not be paid until a 'FINAL' invoice is submitted.

It is the Contractor's responsibility to verify with port authorities and concessionaires that there are no pending charges prior to the ship's departure. This is to avoid any possible future invoices that may be submitted for unknown services to the U.S. Government.

When preparing an invoice the term "Miscellaneous" or any similar type description should be avoided. If this is not possible and the Contractor must use the term "Miscellaneous" when submitting an invoice, the Contractor shall provide a detailed list of items purchased and item prices on the invoice.

Invoices not in compliance with these instructions are not considered to be proper invoices and may be rejected.

(b) Invoice Submission

The invoice must be submitted to the listed activities in the following order:

(1) To the ship's Supply Officer or his designated representative one day prior to its sailing date. In the event the Contractor is unable to present any invoice to the ordering ship for payment prior to the departure of the ship, the Contractor shall submit invoices and attempt to obtain payment at the ship's next port of call before the ship leaves the Region.

(2) If unsuccessful, to the Administrative Contracting Officer. In the event the Contractor is unable to present any invoice to the ordering ship prior to its departure from the Region, the invoice must be promptly submitted to the ACO assigned at the time of contract award for each region for payment through DFAS Yokota. In no case should the invoice be submitted beyond 90 days after the ship's departure from the port. The Disbursing Officer will annotate the date the invoices are received for the purpose of calculating any interest due. An exception to the 90-day limit will be given only for charges made by the port authorities or concessionaires, or the host nation authorities, including military authorities. It is the Contractor's responsibility to verify that there are no pending charges and to obtain the invoices from these authorities no later than six months after the ship's departure.

(3) Alternatively, whenever a non-Navy ordering authority orders services under the contract, the Contractor shall submit invoices and all supporting documents to that ordering activity.

(c) Payment of Invoices

Payments under this contract will be made in accordance with the clause FAR 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003).

Payment will be made after delivery and acceptance of supplies or performance and acceptance of services.

"Acceptance" means the act of an authorized representative of the Government by which the Government, for itself or as an agent of another, assumes ownership of existing identified supplies tendered or approves specific services rendered as partial or complete performance of the contract (from FAR 46.101 Definitions).

Bill payment shall be disbursed through one of the following methods, check, purchase card, submission of invoices to a Defense Finance and Accounting Command (DFAS) via regular mail or electronically through Wide Area Work Flow (WAWF).

The Contractor shall present to the ordering officer or SUPPO all pricing that is firm and finalized one-day prior to the ship's sailing or the ordering activity departure. At that time, the Contractor shall relay any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for these functions shall be the ordering officer or the ordering officer's designated representative. In addition, the Contractor shall present all documentation and invoices from other Contractors subject to provision of services under this contract.

The Contractor shall obtain a signed delivery order (DD 1155) to verify that the services were received and that charges presented in the port visit cost reporting program are correct for payment. This may be accomplished via email from the Ordering Officer or the SUPPO of the ship. The ordering officer shall pay for all supplies and services accepted during the period of performance by one of the aforementioned methods of payment.

In the absence of a delivery order, forward invoices and all documentation regarding inspection and acceptance of supplies and services by the ship's representative with appropriate accounting data to the Administrative Contracting Office.

(d) The Government will not make direct payments of VAT to the host nation nor will it withhold taxes, including VAT, from invoices for orders that are submitted to the husbanding services contractor by the Government. Payment of appropriate taxes required as part of conducting business in the specific country at which a port visit takes place are a responsibility of the husbanding services contractor. Offerors are further directed to FAR 52.229-6, Taxes-Foreign Fixed-Price Contracts (JUN 2003), which is included in the solicitation.

OC-2 Indemnity (Government Negligence Excepted)

The Contractor shall indemnify and hold the Government harmless in connection with any loss or liability from damage to or destruction of property (including Government furnished property) or from injuries to or death of persons (including the agents and employees of both parties) if such damage, destruction, injury, or death arises out of, or is caused by performance of work under this contract, unless such damage, destruction, injury, or death is caused solely by the negligence of the Government's employees, agents, or representatives. The Contractor agrees to include this clause, appropriately modified, in all subcontracts to be performed in the port areas covered under this contract in whole or in part.

OC-3 Activities Authorized to Place Orders (NAVSUP Fleet Logistics Center Yokosuka)

(a) Pursuant to the clause entitled "Ordering", the following activities are authorized to place orders:

(1) Authorized ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port
(2) Any NAVSUP Fleet Logistics Center Yokosuka (including sites/detachments) warranted Contracting Officer or their authorized ordering officers
(3) Authorized Military Sealift Command personnel
(4) Authorized U.S. Coast Guard ship Supply Officers

(b) Although these activities are responsible for issuing and administering any orders placed hereunder, no authority to modify any provision of this contract is granted. Any proposed deviation from contract terms must be submitted to the Contracting Officer.

(c) The Contractor shall coordinate and pass orders from the ordering activity, to include transmission via fax or email, to other contractors holding U.S. Government contracts for various supplies and services, as required. This coordination and passing orders includes all necessary actions to facilitate the acceptance of supplies or services ordered under Government contracts.

OC-4 Reserved

OC-5 Oral Orders (Indefinite Delivery Contracts)

(a) Oral orders may be placed provided the following conditions are met:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.
(2) The Contractor will furnish to the ordering officer with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date the order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.
(3) Invoices for supplies or services furnished to the ordering officer in response to oral orders will be accompanied with a document verifying receipt.
(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the contractor.

(b) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

OC-6 Cancellation of Orders

(a) Unless otherwise provided herein, in the event an order or portion of an order is cancelled prior to the number of days specified for the 'Port Minimum Order lead Time' for each lot in the Attachment 2 schedules, the U.S. Government will not be liable for any charges. For any order, or portion of an order, not cancelled prior to the number of days specified for the 'Port Minimum Order lead Time' for each lot in the Attachment 2 schedules, the Ordering activity shall be responsible for any termination costs in accordance with paragraph (h) entitled "Termination for the Government's Convenience" of the clause entitled "Contract Terms and Conditions – Commercial Items". Any disagreements shall be subject to the Disputes clause of the contract.

(b) The Contractor shall take all necessary steps to mitigate any damages or termination costs.

(c) Deleted

OC-7 Issuance of Orders

(a) Orders may be issued and confirmed orally, or by telephone, or by facsimile, or by electronic mail, or by a Logistics Requirements (LOGREQ) message or by any other means available.

(b) The LOGREQ message is not an order for non-priced items until priced by the contractor and confirmed by an authorized ordering officer. For non-priced items with extended cost less than $25,000, either the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. For non-priced items with an extended cost greater than $25,000, only the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. When the contractor submits its invoice for payment, the contractor shall provide evidence that the portion of the LOGREQ ordering non-priced items was confirmed by the Ordering Officer or Contracting Officer as appropriate.

(c) The Order may be passed to the contractor by any method identified in paragraph (a) above by a United States Defense Attache' Office, United States Embassy or Consulate, United States Navy Liaison Officer, a United States Navy Logistics Support Office, or by an Ordering Officer.

OC-8 Workers' Compensation Insurance (Defense Base Act) (Apr 1984)

The Contractor shall:

(a) Provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, *et seq.*) requires; and

(b) Continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

OC-9 Possible Use of Government Property

In the event that the Contractor is required to use Government property or equipment, the Contractor shall be responsible for all loss or damage to, or the destruction of, Government property or equipment in its possession. The Contractor shall not be responsible for damage due solely to normal wear and tear.

OC-10 Host Country Agreements

The HS Contractor shall not be reimbursed, paid, or otherwise compensated for any port use charges, fees, dues or similar costs at ports at which existing host country agreements exempt vessels of the United States from such charges, fees, or dues. This restriction applies regardless of whether requirements that involve such port use charges, fees, or dues, such as requirements for dockage and wharfage space or fleet landing space, are ordered under a specific contract line item or through the contract's provisions for ordering otherwise unspecified supplies and services. See additional information at Attachment (19).

Notwithstanding the paragraph above, the contracting officer or an authorized government official may direct the Husbanding Service Contractor to request that the appropriate local authority provide items from which an agreement exempts payment by vessels of the United States such as Dockage and Wharfage space or Fleet Landing space at a port for the U.S. Government's use at no cost to the U.S. Government. If the Husbanding Service Contractor receives a response that the requested Dockage and Wharfage space or Fleet Landing space is available for use by the U.S. Government at no cost to the U.S. Government, the Husbanding Service Contractor shall reserve or otherwise arrange for use of the space and notify the contracting officer or authorized government official that directed the Husbanding Service Contractor to submit the request. If the Husbanding Service Contractor receives a negative response from the cognizant authority, thereby indicating that there is a cost or expense associated with use of the space by the U.S. Government, the Husbanding Service Contractor shall notify the contracting officer or authorized government official that directed the Husbanding Service Contractor to submit the request. The Husbanding Service Contractor shall perform and be compensated for the tasks included in this paragraph as part of its responsibilities under the Management Services LINE ITEM.

OC-11 Ordering

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award to the final day of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) Deleted

(d) Items marked as 'TBD' or 'PT' are items whose price cannot be determined in advance and/or depend on the level of usage. Prices for these items cannot, therefore, be pre-priced. PT items will be reimbursed at cost to the husbanding service provider without additional markup. Pricing for all items not pre-priced, other than PT items, shall be arranged using the Online Pricing Application terms described in Attachment 8.

(e) The contractor shall perform all orders that are issued prior to the number of days specified for the 'Port Minimum Order lead Time' for the corresponding lot in the Attachment 2 schedules before the start of the port visit. If orders are issued that provide less than the number of days specified for the 'Port Minimum Order Lead Time' for the corresponding lot in the Attachment 2 schedules before the start of the port visit, the contractor shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

ATTACHMENTS

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ATTACHMENT 1

SHIP CLASSIFICATIONS (DESCRIPTION OF U.S. NAVY SHIPS BY CLASS AND TYPE)

The following are Ship Classifications:

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	70
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360
Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854
Class IV					
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805

LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082
T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276
T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

Displacement is expressed in tons and represents fully loaded displacement.

The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

Attachment 2 – Schedules (See separate attached regional spreadsheets)

Attachment 3 – Historical Port Visit Data (See attached historical data files)

Attachment 4 - PAST PERFORMANCE MATRIX

A. CONTRACT NO. AND TYPE	B. CUSTOMER	C. DESCRIPTION OF SERVICE AND PERIOD OF PERFORMANCE	D. DOLLAR VALUE OF CONTRACT	E. DESCRIBE RELEVANCE OF THE CONTRACT TO THE PROPOSED CONTRACT	F. IDENTIFY ANY QUALITY, DELIVERY OR COST PROBLEMS IN PERFORMING THE CONTRACT. DESCRIBE CORRECTIVE ACTION AND ITS EFFECTIVENESS

NOTE: Additional pages may be used, but needs to follow the format of this form.

Attachment 5 - PAST PERFORMANCE
REFERENCE INFORMATION SHEET

THE FOLLOWING ADDITIONAL INFORMATION SHALL BE PROVIDED FOR AT LEAST THREE (NOT MORE THAN FIVE) CONTRACTS LISTED ON THE PAST PERFORMANCE MATRIX.

1. CONTRACT NO:
2. NAME AND ADDRESS OF THE CUSTOMER FOR WHICH THE CONTRACT WAS PERFORMED
3. NAME OF CUSTOMER'S POINT(S) OF CONTACT WITH DIRECT KNOWLEDGE OF THE CONTRACT
4. COMPLETE TELEPHONE NUMBER(S) (WITH COUNTRY AND CITY CODE)
5. FAX NUMBER (WITH COUNTRY AND CITY CODE)
6. INTERNET E-MAIL ADDRESS

Note to Offerors: Ensure that phone/Fax/E-Mail numbers that you provide are/have been called and verified by your company prior to sending and that they are <u>legible</u>. Please bear in mind that faxing handwritten numbers often blurs them.

<u>Attachment 6 – PWS (See PWS section of contract above)</u>

Attachment 7 - Performance Work Statement (PWS) for Force Protection

CLIN XX12 - FORCE PROTECTION SERVICES AND SUPPLIES

(a) Only the ship's Commanding Officer, the ship's Supply Officer, or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer is authorized to order Force Protection (FP) services under this contract. If any other activity or individual attempts to order FP services (e.g., NCIS, DAO, etc), the Husbanding Service (HS) Contractor is required to immediately inform the ship and receive a proper order prior to beginning performance of these services.

(b) The HS Contractor is responsible for providing or coordinating listed FP services as part of their Husbanding Services under Lot Line Item XX01 and XX02. The HS Contractor shall develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HS Contractor must coordinate all aspects of FP planning and services with Port Authorities, host nation agencies, and U.S. Embassy security staff. If the host nation is supplying FP assets the HS Contractor must verify they are available and are scheduled to show up on time.

(c) The HS Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer. The HS Contractor shall not add any requirements without prior approval.

(d) The HS Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. The HS Contractor must explain what the added FP service will include and why it has been requested. The NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HS Contractor will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

(e) FP is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, having the objective of improving security to personnel and ships while in port. FP services or supplies may be provided by the host nation at no cost or may be billed at the public tariff rate. The HS Contractor is required to verify what services will be provided by the host nation. For the services that cannot be provided by the host nation, the HS Contractor is required to arrange these services by obtaining them from commercial sources at the prices indicated in the pricing schedule.

(f) The HS Contractor shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HS Contractor's written policy shall describe the required measures to protect ship schedule information.

(g) The HS Contractor shall provide as many services identified below as ordered by the ship or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. These services do not include other related services not listed, but may be required and separately ordered to attain a higher level of security in a port.

(h) Personnel providing force protection services must be responsive to instructions from the ship. This does not authorize force protection personnel to violate any local regulations, any Port Authority ordinances, or local decrees.

The equipment and material used for the force protection services will be inspected by the ship's force to ascertain that they meet force protection requirements.

(i) Access Points: The HS Contractor shall establish a single entry and exit point to the pier area.

(j) Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

(k) Personnel Identification: The HS Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

(l) Background Checks: The HS Contractor shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations. The HS Contractor shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers. The HS Contractor shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The HS Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing. In addition, the HS Contractor will be required to provide vetting services for third party contractors such as DESC contractors.

(m) Access Lists: The HS Contractor shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

(n) Inspections: The HS Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

(o) Stand-Off Distances:

Objects: To the maximum extent practicable the HS Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

Unloading Zones: To the maximum extent practicable the HS Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship.

Warning Signs: The HS Contractor shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

Sign Specifications:
- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area, Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

(p) The unit price for force protection services shall include all costs associated with providing transportation, mobilization/installation and demobilization/de-installation, or arranging the requested services below unless the transportation, mobilization/installation and demobilization/de-installation is identified as a separate Lot Line item number. The HS Contractor's invoice shall set forth the unit of issue identified for each service, total quantity ordered for each service, unit price, and the total price.

(q) The force protection services that the ships may order are:

(1) Jersey-type security barriers and CONEX box barriers capable of stopping a vehicle (automobile). (Price per meter per day)

(i) Concrete barriers
(ii) Water filled barriers (completely filled with water). Price must include water.
(iii) CONEX box barriers.

Mobilization, installation and demobilization will be billed under a separate contract line item number.

The HS Contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used as well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zigzag patterns to control the speed of access.

A personnel entry point must be established through the barriers. Barriers may also be used to seal off secondary Port gates. All barriers must be placed prior to a ship's arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

(2) Armed or unarmed security guard to control vehicle and personnel access to pier. (Price per guard per hour) Must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival.

The HS Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas. The HS Contractor shall comply with Attachment 14 for security guard operations.

Sub Lot Line Item XX12AB shall not be ordered where private, armed security guards are contrary to host nation law or regulation. In such cases, sub lot line item XX12AC, XX12AD, or XX12AE shall be substituted and the Ordering Activity notified at the time of the order.

(3) Floating Line of Demarcation (FLD) at pierside, equipped with anchors and lighting (for night visibility). (Price per meter per day) The floating FLD must be anchored at least 30 meters from ship. Oil booms are acceptable. Mobilization, installation and demobilization will be billed under a separate contract line item number.

The HS Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering.

The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers but is to help identify a safe standoff zone. The HS Contractor shall comply with the specification of the FLD in Attachment 12.

(4) Unarmed and manned picket boat or waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities. Continuous coverage is required for the period of performance ordered by the ship or by the Contracting Officer. (Price per patrol craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

The HS Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone. The HS Contractor shall comply with Attachment 13 for picket boat operations and specifications.

(5) Unarmed and manned motorized patrol craft, approximately 5-10 meters in length, with own radio to communicate with ship and local authorities, to escort ship from pilot pickup point to mooring location. (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(6) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities, on call (available within 15 minutes). (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(7) Tire-shredding strips, equipped with metal spikes, to be placed across the entry to pier access. (Price per one strip per day) The strips shall be capable of disabling a vehicle, which drives over the strips in the wrong direction. Strips shall be at least one meter in length.

(8) Metal pedestrian-control fences (perimeter fences). (Price per 2x2 meters fence per day) The fences shall be at least two (2) meters high, two (2) meters wide, and sturdy enough to withstand wind and other inclement weather.

The HS Contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the HS Contractor will provide portable chain link fencing with vehicle and walk up entrances.

The perimeter fence provided by the HS Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved
Entry Point: Entry available for vehicles and personnel.

(9) Portable fluorescent lighting capable of illuminating 300 meters by 100-meter area. (Price per portable unit per day) The HS Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port's installed lighting is

not sufficient. Lights may be positioned on the pier or onboard the ship. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

(10) Weather resistant guard shacks, capable of holding at least two persons. Guard shack shall be enclosed, and shall have, at a minimum, one door and one window. (Price per unit per day)

(11) Hand held metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(12) Walk-through metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(13) Trained metal detector operators. (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(14) Hand held explosives detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(15) Walk-through explosive detector, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(16) Trained explosives detector operators. (Price per hour per operator) Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(17) X-ray baggage scanning machines, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(18) Trained X-ray baggage scanning operators. (Price per hour per operator) Operators shall search host national baggage. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities. Equipment shall be manned by professionally trained operator to operate the equipment 24 hours a day.

(19) Explosives disposal-trained diving services capable of inspecting pier before ship arrival. Must have obtained all applicable licenses and/or certifications from host nation prior to diving. (Price per hour)

(20) Battery operated bullhorns, new batteries included. (Price per unit per day)

(21) Sturdy tables with dimensions of at least two (2) meters long and one (1) meter wide, with four folding chairs. (Price per unit per day)

(22) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and open on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(23) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and closed on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(24) 800 MHz radios. Must be in excellent condition, and battery operated, with batteries included. (Price per unit per day).

(25) The HS Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ship's personnel while performing security checks on personnel, baggage, and vehicles. The office or tent will be large enough to accommodate a minimum of five (5) people. The tents shall have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The HS Contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 LB, CO2 fire extinguisher shall be provided and kept fully charged. (Price per unit per day)

(26) The HS Contractor shall provide two-way radio sets capable of communicating with the ship, picket boats and to the shore patrol designated individuals. (Price per set per day)

(27) The HS Contractor shall provide an under carriage vehicle scanner to scan vehicle undercarriages. (Price per unit per day)

(28) Dive and Vetting: The HS Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities. The pier will be vetted prior to the ship's arrival. To the maximum extent practicable the HS Contractor shall inspect all watercraft at least 400 feet (125 meters) from the ship. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel. The HS Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in picket boats. (Per team per hour, minimum four (4) hours)

Attachment 8 - Performance Work Statement (PWS) for Cost Reporting

LINE ITEM XX32AA – COST REPORTING

A. Pre-arrival Cost Estimate Report

(1) The Contractor shall prepare an Initial Cost Estimate Report (referred to in this solicitation as the 'pre-arrival cost estimate') in response to all orders issued to the Contractor by any method identified under "ISSUANCE OF ORDER" in Contract Terms and Conditions – Commercial Items. The orders will be provided to the Contractor by ships, activities and individuals identified in the contract. The Initial Cost Estimate will include estimated prices for all items ordered. It will not be sufficient to simply state that the estimated price is "per contract" or "per Port Tariff".

(2) The Contractor shall send the Initial Cost Estimate Report by email to the requiring customers authorized to use this contract and to the and to the email address specified at the time of contract award for each region within **48 hours** after receipt of the LOGREQ/order. In the situation where the Contractor receives the logreq with less than two working days prior to the arrival of the ship, the Contractor shall make every effort possible to provide the cost estimate prior to the ship's arrival, but in no case, more than 48 hours after receipt of the LOGREQ.

(3) Any changes to an Initial Cost Estimate Report shall be forwarded by email to the requiring customers authorized to use this contract and to the email address specified at the time of contract award for each region .

(4) These estimates shall be provided to any other requiring customers authorized to use this contract based on the customer's request.

(5) In addition to the initial cost estimate, the Contractor shall provide any additional information and respond to the activity authorized to act on behalf of the ship, such as the Port Services office or the DAO.

B. LogSSR Reporting

The Contractor shall fully participate in the use of the Logistics Support Services Repository (LogSSR) web-based system. LogSSR replaces all previously used reporting processes such as legacy web-based systems like Cost Reporting and Forecasting Tool (CRAFT).

Upon award, the Contractor shall utilize the LogSSR to submit all reports and documentation related to the ship's visit. LogSSR can be accessed through the NAVSUP One Supply website at https://www.navsup.navy.mil/onesupply, redirected through www.navsup.navy.mil/logssr or directly at the official website of https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(1) LogSSR access and input.

(a) At the start of the contract period of performance, the Contractor shall enter the final itemized port cost information directly into the LogSSR database (Actual Cost Report) and email all corresponding documentation (Initial Cost Estimate Report, final invoices, and supporting documentation required by the contract). External Certification Authority Public Key Infrastructure (ECA PKI) is not required for entry, but no access to the contractor's information is accessible unless obtaining an ECA PKI.

(b) Contractors can obtain access to their submissions by obtaining an ECA PKI per the NAVSUP One Supply guidelines and requesting access through the website. Information can be obtained through the LogSSR website at https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(2) LogSSR functionality.

(a) This system is designed to gather all reports and documentation related to the ship's visit, beginning with the Initial Cost Estimate (referred to in this solicitation as the 'pre-arrival cost estimate') to the Actual Cost Report. All supporting documentation will be submitted by email to navsup_hq_logssr@navy.mil in PDF format (Adobe Acrobat) when the port visit information is entered into LogSSR. Although the pre-arrival cost estimate is a separate reporting requirement, a copy of this report shall also be submitted as part of the Actual Cost Report documentation described in paragraph (b) below. The Documentation is discussed below:

(b) Actual Cost Report:

(1) The Contractor shall create the Actual Cost Report in the LogSSR website directly, **within seven calendar days from completion of the ship's visit** . The contractor shall also send a copy of the order (i.e. SF 1155 or 1449), a copy of any Initial Cost Estimates, a copy of the logreq, and all the contractor's invoices and supporting documentation required by the contract as PDF files to theLogSSR email address of **navsup_hq_logssr@navy.mil** and to the email address specified at the time of contract award for each region concurrent with the creation of the Actual Cost Report in LogSSR.. The Contractor shall identify the line items as actual or estimated. This option is for those line items where the Contractor has not received the actual invoice before the ship leaves port, i.e. telephone bills. The Contractor shall include all port costs paid by each ship for which the Contractor provides husbanding services. The term "port costs" includes all supplies or services identified

in the section of the contract titled, SUPPLIES/SERVICES AND PRICES, supplies or services furnished under another NAVSUP Fleet Logistics Center Yokosuka, Site Singapore contract, and any other charge paid by the ship during the port visit.

(2) For ships that do not have payment capabilities, the Contractor shall send the signed DD Form 1155, invoices and the additional documents required clearly indicating that a payment is pending to the and to the email address specified at the time of contract award for each region and to the LogSSR email address of **navsup_hq_logssr@navy.mil.**

(3) Any changes to an Actual Cost Report (i.e. finalize the charges made on an estimated amount) shall be forwarded by e-mail to and to the email address specified at the time of contract award for each region and to **navsup_hq_logssr@navy.mil** email account as PDF file within seven calendar days of the change. The NAVSUP Fleet Logistics Center Yokosuka, Site Singapore contracting office will update changes to the LogSSR.

(4) The Actual Cost Report and supporting documentation will be visible in the LogSSR website by the government personnel with validation authority. Final reports of an HSP representative can be accessed through the website only by obtaining an ECA PKI that will provide access only to the HSP's submitted information.

NOTE: Before submission of reports or any other data to the NAVSUP Fleet Logistics Center Yokosuka or its sites' contracting office via electronic transmission or any other data media, the Contractor shall scan all documents with current anti-virus software to ensure computer virus free transmission. The LogSSR server scans all reports for computer viruses before inclusion in the databases. Any reports received containing computer viruses will be immediately returned to the Contractor.

LINE ITEM XX32AB – ONLINE PRICING APPLICATION

Online Pricing Application. The contractor is responsible for providing an On-Line Pricing Application to assist the Government in the estimating, tracking, forecasting and reporting of maritime husbanding support non-priced services. The On-Line Pricing Application will assist the Ordering Officer or Contracting Officer with requests for non-priced supplies and services. The online pricing application is the technology that implements the process for review and approval of non-priced item purchases. Therefore, the technology used to implement the non-priced item pricing process must be both reliable and accurate. The On-Line Pricing Application will also allow the Ordering Officer or Contracting Officer to review and approve the offered price for the non-priced item before the contractor provides the supply or service. The contractor will be required to upload accurate pricing data for all non-priced items requested or made available to the users of the contract where pre-priced items do not meet user requirements. The contractor shall not provide any non-priced supplies or services other than PT or NSP items unless they have been approved in accordance with paragraph (iii) below. All non-priced items requested or ordered under this contract shall be reported in the On-Line
Pricing Application. The On-Line Pricing Application is separate from the contract requirements for reporting pricing and costs in LogSSR.

The Contractor shall provide a web-based secure access to their program via secure user login and password no later than the beginning of the contracts period of performance. This program may be developed by the Contractor or procured as a commercial item. The program shall allow multiple simultaneous users to access the tool. Access shall be coordinated through the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer in order to limit access. Only authorized users will have access to the program. A common secured access shall be made available to the Fleet in order to allow access to all Ordering Officers in a particular area of operation. Any reports downloaded from the program are property of the U.S. Government and data rights are considered unilateral for the Navy portal into the program. All reports shall be downloaded into Microsoft Excel format. This application should be available for use through a web-based application without installing additional software onto Government computers. The HS Contractor's program should allow a computer with the following minimum configuration to access their system:

- Intel 2.8 GHz Pentium 4 processor
- a DVD Read Only and CD writable drive
- a 3.5 inch floppy
- SoundMAX Integrated Digital Audio with external speakers
- 1 Gigabyte of Memory and expandable to 4 Gigabytes
- 80 GB Hard Drive
- Windows 2000
- MS Office 2003 Pro with Word, Excel, Access, Ppoint, Outlook, Infopath
- Smartcard Reader Keyboard
- Wired Network Card

Note 1: The online pricing application requires internet access but is not a Navy IT system. Security of the HSP's data within the online pricing application is the responsibility of the HSP. All data in the online pricing application should be unclassified data.

Note 2: All reports provided under lot line item XX32 are not separately priced (NSP). Costs for submitting required reports under this lot line item should be included in the husbanding services fee. Separate cost reimbursement for development or purchase of the application is not authorized.

Note 3: The HS contractor shall provide a secure user login and password for all authorized Government users no later than the beginning of the contract's period of performance. A list of required government users will be provided at the time of contract award. If new Government user requirements become known to the Government

after the initial list is provided to the HS contractor, the HS Contractor shall add new users and provide login and password within seven days of receipt of the request.

Note 4: Common secured access shall be provided to Ordering Officers and Fleet representatives for all port visit data. Any authorized Government user should have access to all historical data and pricing information.

At a minimum, the online pricing application must perform the following functions:

(i) Non-priced Item Cost Reporting:

(1) The Contractor shall maintain 'real-time' pricing data for all non-priced items ordered in all ports for which the Contractor provides husbanding services.

(2) The Contractor shall input and keep updated the programs' 'real-time' pricing via the Internet, using the online pricing application. The Contractor shall update this report at least once per day of performance between the hours of 0700 and 2300 while ship is in port until the completion of the ship's visit.

(ii) Final Price Report:

(1) A summary disbursement account must be itemized in detail, with the appropriate price shown against each item in a format similar to Attachment 2 within forty eight (48 hours) after a ship leaves port. Alternatively, it is acceptable for the Contractor to scan and attach suppliers' invoices to the online pricing application's disbursement account where this facilitates the process. The Contractor will in any event be required to retain all pricing data and invoices relating to non-priced items for review, future visit reference, and official audit purposes. These final reports may be provided to other ships or ordering activities visiting ports covered by the contract.

(iii) Non-priced Item Review Process

In accordance with Paragraph 3(o) of the performance work statement the HS shall develop and implement a process by which it will input the documentation and arrangements for non-priced lot line items into the "Online Pricing Application". The contractor shall mirror the competitive process found in the FAR/DFARS (Parts 13/15). For the purpose of evaluation and analysis, the HS Contractor shall provide the results (contractor written quotations) of competing the requirement with at least two commercial contractors, or provide catalog prices lists or tariff schedules with the contractor catalog or tariff schedule that confirms the stated prices are valid from that source, or provide invoices from previous commercial purchases other than the Navy. The HS Contractor is not precluded from adding an allowance for profit and/or an allowance for its administrative costs to acquire the non-priced items to the reported prices from suppliers. Such additions will also be shown in the Online Pricing Application. The HS contractor shall input the information into the Online Pricing Application for the review and approval of the authorized Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer prior to arranging for the non-priced item. For non-priced items with an extended price of less than $25,000, either the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable prior to an order being issued for the non-priced item. For non-priced items with an extended price greater than $25,000, only the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. All purchases of non-priced items other than port tariff items must be documented using the online pricing application. Items with an extended price <$25,000 will be reviewed and validated by the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer, but may be provided to the Ordering Activity at any time after a price is agreed upon by either the Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. Items with an extended price >$25,000 may not be provided or mobilized until the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer has agreed to the price and confirmed the price using the online pricing application. Using this process, all products and services arranged on behalf of the Ordering Officer shall be billed

and reported under LOT Line Item XX43, Incidentals. The process will be monitored and evaluated using

Attachment 10, Quality Assurance Surveillance Plan.

NOTES:
1. "All data obtained by the Government through the use of the contractor's online pricing application during the course of the contract is for the Government's use and shall be treated as 'limited rights' as described in DFAR 252.227-7013(13) after the contract expires".

2. Failure to provide required reports in a timely manner as outlined in the PWS will result in penalties as outlined in Attachment (10) Quality Assurance Surveillance Plan.

Attachment 9 - Performance Work Statement (PWS) for Operations Other Than War (OOTW) Support

A. INTRODUCTION

(a) OOTW Support shall by rendered by or supervised directly by individuals fully qualified and licensed in the relevant profession, trade, or field. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses, and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety environmental and health precautions are taken to protect the work, the workers, the public, and the property of others.

(b) Operations Other Than War (OOTW) refers to a "Contingency operation" as that term is defined in FAR 2.101 and includes emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. For the purpose of this contract, OOTW support will be "First Responder" support for U.S. Navy or other forces authorized to order under this contract and will generally be limited to the initial support for a contingency operation lasting no more than thirty (30) days. In addition, it is anticipated that the estimated cost of supplies and services that may be ordered under this Line item during a single 'contingency operation' will not exceed $1,000,000. The supplies and services necessary to support these type of contingencies will include but be not limited to potable water, blankets, tents, transportation, interpreters, drivers, construction materials, medical supplies, trucking support and other logistics support necessary to support the first responder teams.

(c) In addition to rescue and humanitarian relief missions, contingency operations can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property. For purposes of this contract, it also includes Non-combatant Evacuation Operations (NEO's), or an unplanned, real world deployment of troops for an period of time not to exceed thirty (30) days. The provisions of FAR part 18, Emergency Acquisitions (effective 5 July 2006), apply in full to the OOTW requirements of this contract.

B. ORDERING AND PRICING

(a) Lot Line Items XX40AA and XX40AB are used to order Management Services in support of Operations Other Than War.

(b) Recognizing that the specific Management Services that may be required will likely vary depending on the particulars of the individual Operation Other Than War, the Lot Line Items are priced on a per person/per day basis. All orders for specific supplies or services shall be ordered under Lot Line Item XX43, Incidentals and shall be arranged using the online pricing application described in Attachment 8. The $1,000,000 maximum dollar limit per OOTW contingency replaces the $50,000 maximum dollar limit that otherwise applies to Lot Line Item XX43. The management services ordered under Lot Line ItemXX43 are separate from the specific services outlined below.

(c) Management Services in support of an Operation Other Than War in all situations will be ordered under Management Services Lot Line Item XX40.

(d) (Deleted)

(e) At the time the Government orders services under the Lot Line items it will provide the Contractor a detailed list of tasks that the Contractor shall perform. The tasks shall be within the scope of the tasks further described below. The Contractor shall use its best efforts to fully perform the set of tasks within the limitation of the number of persons/number of days of service ordered by the Government.

(f) The Contractor shall promptly notify the Government if it believes that it will be unable to fully perform the specified tasks because the Government has not ordered sufficient services under these Lot Line Items.

(g) The Contractor shall furnish personnel who are familiar with the manner in which the U.S. Navy operates, speak the local language that is normally used at the site of the OOTW, and speak and read English. The Contractor shall ensure that the personnel provided under these Lot Line Items arrive at the OOTW site by the date and time specified in the order. The First Day and Subsequent Day Management Fee rates shall include any costs for the Contractor employees to travel to and from the OOTW site, and the costs of food and lodging for the Contractor while at the OOTW site. Contractor employees will not normally be provided meals or lodging at U.S. Government expense nor will they typically be entitled to Government-furnished lodging and meals on a reimbursable basis.

(h) The Contractor shall have a network familiar with the different political and commercial infrastructures, cultural and lingual background, and business practices either throughout the Region or in each country covered by the contract. In order to assist the Navy's response to OOTW, the Contractor shall furnish personnel with the following qualifications:

(i) Ability to speak the local language in the country where OOTW is being conducted
(ii) Capacity to travel to the OOTW or forward logistic site within 24 hours of notification
(iii) Current inoculation records
(iv) Possess a valid up-to-date passport

(i) For each increment of one person for one day that the Government orders, the Contractor shall provide one qualified employee to work on tasks identified at the time the order is issued for a period of at least 12 hours per day. The Contractor employee will perform those tasks at the OOTW site. The Contractor shall provide the Government a point of contact for questions and issues that arise in connection with the tasks identified at the time the order is issued who can be contacted during the portion of the 24-hour day that the Contractor's employee is not at the OOTW site.

(j) These are not personal services. Contractor employees performing services under these Lot Line Items will perform the tasks identified by the Government at the time the order is issued. The Contractor employees performing the services are under the supervision and direction of the Contractor. Should the Government have concerns with the manner in which the tasks are being performed or have a need to modify the tasks, it shall contact the Contractor.

(k) Services that may be required under this Lot Line Items include, but are not limited to, providing interpreter support, providing expertise on locally-sensitive cultural issues, liaison with local political and police authorities, and providing technical assistance in acquiring necessary supplies and services.

(l) The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government Contracting Officer shall place the order. As with the Management Services Lot Line Items for Husbanding Services, the Government may also direct the Contractor to acquire necessary supplies and services in accordance with Lot Line Item XX43, Incidentals as outlined in the Husbanding Services PWS. All supplies and services ordered in support of OOTW contingencies shall be arranged and reported using the online pricing application described in Attachment 8.

(m) If an operation is not associated with a ship, or if the Contractor's services are required inland (i.e., more than 100 Km from the nearest port), OOTW fees under this Lot Line Item will apply. If the service is provided in a port vicinity (within 100Km of the port) and the requirement is received from the ship or a contingent on the ship, the Contractor's husbanding fees under Lot Line Item XX01 and Lot Line Item XX02 shall apply.

(n) Management Services for Operations Other than War (OOTW) Lot Line Item . When supplies or services are ordered under the Operations Other than War (OOTW) Lot Line Item , the Government will clearly identify the days

during the performance period for which it is ordering Management Services. Because of the range of situations under which the Government may order supplies and services under the OOTW Lot Line Items, there is less certainty that the Government will order Management Services for each day of an Operation Other Than War than when the Government orders husbanding services. The Contractor is not required to provide any services described under the OOTW Management Services Lot Line Items on those days for which services are not ordered. Regardless of whether Management Services are ordered for a particular day, the Contractor shall still provide a point of contact to address Government concerns about supplies or services to be delivered on that day. Assistance by the Contractor in providing status and/or rescheduling deliveries will not in itself constitute an order for Management Services.

(o) If an advance party arrives in a country for OOTW and requires services under these Lot Line Items prior to the start of the OOTW event, the Contractor shall be compensated for the services provided at the subsequent day rates for these Lot Line Items. The Contractor is not required to provide any services to an advance party under these OOTW Lot Line Items without first receiving an order for such services. The Contractor may be required to support multiple operations at the same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the HS Contractor's services are ordered.

(p) The Contractor's POC for Husbanding Services, or an alternative designated in writing to the Contracting Officer, shall be available (either in person or by telephone) twenty-four (24) hours a day, seven days a week, during the time frame of the OOTW operation. The POC or the alternative shall assist the on-site Government representative in fulfilling OOTW logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements.

(q) If an advance party arrives in a country for OOTW, the Contractor shall bill at the OOTW subsequent day rate. If the operation is on going, the Contractor shall bill the OOTW first day rate and then subsequent days. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the Contractor's services are ordered.

(r) The Navy may require identification of potential sources and/or delivery for supplies and services such as:

Bottled potable water, portable latrines and services, floodlights, billeting services (hotel/motel rooms, services), meal services, tents, shower trailer and related services, refuse collection services, laundry and dry-cleaning services, forklifts, clothing, construction material, parts for vehicles, air conditioners, refrigerators, cell phones, IT equipment, repair parts, medical supplies, generators, commercial vehicles, pest extermination services, plumbing services, fuel, expediting or delivery services, MWR support, mortuary services, cultural awareness training, dietician support, translators, office supplies, boat ramps, pier/wharf/pontoon space, security fencing, security services, light trees, and Internet services (e.g., WI-FI services).

(s) In addition, the Navy may require either the identification of potential sources or delivery of any other types of supplies/services that will be unique and specific to the OOTW situation involved. Due to the unique nature of OOTW situations the range and depth of requirements will potentially be extensive. Normally, the Contractor shall not be required to perform until the Contracting Officer issues an IDIQ order for additional OOTW support.

(t) In very unique time sensitive situations the Contractor may be tasked to source and provide a large variety of supplies and services on a very compressed delivery schedule in support of large scale operations like NEOs, etc or other real world events.

C. SUPPLIES AND SERVICES

The items listed below are examples of what may be ordered under the OOTW portion of this contract. Prior to ordering OOTW supplies or services, a warranted Contracting Officer authorized to place orders under the contract will review any descriptions or statements of work to ensure they adequately describe the Government's needs and all terms and conditions are properly defined.

1. BOTTLED POTABLE WATER

The Contractor shall provide for the procurement and delivery of potable water to a specified site(s). The Contractor shall provide for the furnishing of fresh, potable water in 1.5 liter-sized bottles. Potable Water is defined as fresh drinking water of a quality not less than that prescribed in:

(a) Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See Attachment #18.

(b) Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

EXAMPLE OF GENERAL PRICING FORMAT FOR POTABLE WATER:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
XXXX	Bottled Potable Water (1.5 liter)	bottle	_____	$_____	$_____

2. PORTABLE LATRINES & SERVICES

(a) PORTABLE LATRINES (Specifications) - The services to be rendered consist of the rental of latrines (toilets), all labor, transportation, delivery, pick-up, dismantling, repair and maintenance, tools, materials, supervision and servicing of latrines.

(1) The Contractor will provide portable, chemical latrines (one seat) that are of the standard commercial-type, a single cabin unit in the approximate size of 1.25 m (wide) x 1.25 m (deep) x 2.0 m (tall). The cabin is to be equipped with a hand cleaning agent (dispenser) if available, a urinal, a holding tank (minimum capacity of 250 Liters), one toilet paper holder, a clothing hook, ventilation outlet, a lockable door, and a translucent roof.

(2) The Contractor will provide all labor, material, transportation and equipment required for the delivery and installation of the latrines, emptying/servicing, removal of sludge as necessary to the appropriate sewage disposal point and the pickup of the Latrines at the expiration of the rental period. In addition. the Contractor must provide all chemical agents to include antifreeze during freezing weather.

(3) The Contractor must implement a quality assurance program that will ensure that his work and the work performed by his employees is accomplished in such a manner that is in conformance with applicable standards of the trade and is in compliance with local and federal host nation Ecology Laws and Directives. The Contractor must obtain, and hold current, all necessary permits for the operation of his service and disposal vehicles on Saturdays, Sundays and local national/US holidays.

(b) SERVICING OF LATRINES

(1) The servicing of EACH latrine must be accomplished DAILY, TO INCLUDE ALL WEEKENDS, AND LOCAL/US HOLIDAYS. Servicing will include the replenishment of all chemical agents. Each cabin interior will be completely cleaned with a disinfectant agent, and the exterior walls will be cleaned as appropriate to give a well-maintained appearance. The hand cleaning agent will be replaced as needed, and the latrine will not be allowed to be without cleaning agent or toilet paper.

(2) The cleaning/servicing will be accomplished between the hours of 0700-1900 hours daily or as otherwise directed by the Contracting Officer or a Contracting Officer Representative (COR).

(c) DELIVERY OF LATRINES

(1) The latrines will be delivered operational and ready-for-use. The Contractor will provide a document written in ENGLISH (in duplicate), which provides the user a means of inspecting the condition of the latrines. The Contractor and the US Government Representative will jointly inspect each latrine for damages (dents, scratches) and completeness. The document must be signed and dated by both the COR and the Contractor as acknowledgment that the latrines were actually delivered and in the condition described/annotated. A copy of the document will be retained by the Contractor and the COR for use during the joint Inspection that must again be conducted at the end of the rental period. Both the COR and the Contractor will sign the document to acknowledge the return of the equipment in the described/annotated condition. Reasonable wear and tear, as well as damages which are not annotated on the turn-in document will not be considered as valid if the Contractor later submits a claim against the government.

(2) When re-locations are specified in the contract, the Contractor must perform the required services as specified below:

(i) When the Contractor is notified prior to 12:00 hours, the work must be accomplished on the same day.

(ii) When the Contractor is notified after 12:00 hours, the work must be accomplished not later than 10:00 hours the following day.

EXAMPLE OF GENERAL PRICING FORMAT FOR LATRINE RENTAL/SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT OF PRICE	TOTAL
xxxx	Latrine Rental	Each/Day	___	$_____	$_____
xxxx	Servicing	Each/Day	___	$_____	$_____
xxxx	Emptying	Each/Day	___	$_____	$_____

3. FLOODLIGHTS

(a) FLOODLIGHTS (Specifications)

The services to be rendered consist of rental, delivery, set-up, maintenance and removal of floodlights to and from a specified site(s).

(1) The Contractor shall provide portable, wheel mounted, self contained lights of a commercial type that meets and/or exceeds the following specifications:

(i) The unit/s must be completely self contained, to include an on board generator capable of providing the required electrical power on a sustained basis (12 hours without interruptions). The noise-level of the generator shall not exceed 75 DBA, measured at a distance of 7 meters from the unit.

(ii) The unit/s shall be equipped with an on-board fuel tank which has a minimum fuel capacity to operate the unit for a 12 hour period without interruption.

(iii) The unit/s shall be equipped with six 1500 watt halogen lights which are to be mounted on a telescoping mast that can be adjusted from 7 to 9 meters in height. The lights are to be separately mounted on the mast and must be both horizontally and vertically adjustable to permit changes in the direction they can be aimed.

(iv) All fixtures, to include light bulbs, must be weather resistant to allow their operable use outdoors during periods of rain, wind, snow and inclement weather conditions in general.

(2) The Contractor shall provide all cables, cords and operating accessories, to include spare light bulbs (2 per light unit) , fuel and operational manuals in the English language.

(b) FLOODLIGHTS (Delivery, Maintenance & Removal)

(1) The Contractor is responsible for the delivery site placement, and an operational test of each unit. The Contractor must further ensure that the equipment and its installation meet the requirements of all applicable VDE regulations and the Trade Unions (UVV) accident prevention regulations. The unit/s will be delivered, installed and completely operational not later than 14:00 hours on the first day of the rental period.

(2) The Contractor shall provide a point of contact for "on call" maintenance and/or replacement of equipment. The point of contact must be available from 08:00 to 20:00 hours daily, to include Saturday, Sunday and all local and American holidays. In addition, the Contractor shall provide all labor, materiel and supervision required to keep the equipment in a serviceable and safe operating condition. Repair and maintenance may be performed on site, subject to coordination with the COR. If a light unit becomes inoperable, the Contractor will be notified immediately. The Contractor must respond within 6 hours after notification, to perform the required repair and maintenance services. Equipment that remains inoperable for more than a 24 hours period shall be considered not available for use and rental fees shall cease until the equipment is repaired to a fully operable condition or replaced with a serviceable unit. The pick-up and removal of inoperable equipment shall be accomplished at Contractor expense.

EXAMPLE OF GENERAL PRICING FORMAT FOR FLOODLIGHTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Floodlights	Each	___	$_____	$_____
xxxx	Set-Up	Each	___	$_____	$_____
xxxx	Rental & Maintenance	Week/Month	___	$_____	$_____
xxxx	Break-down & Removal	Each	___	$_____	$_____

4. BILLETING SERVICES—HOTEL/MOTEL ROOMS, SERVICES

(a) HOTEL/MOTEL ROOMS: The services to be rendered consist of both the rental of lodging accommodations, which are considered to be a hotel, motel or inn which provides sleeping facilities to the traveling public and various Contractor-furnished items described as follows:

(1) CONTRACTOR FURNISHED ROOMS: The Contractor shall furnish the following living spaces for single and double occupancy rooms. Each shall contain adequate living and sleeping areas. No more than two people shall be normally assigned to a room. Additional people assigned per room shall be agreed to in advance by the Contracting Officer (or his/her designated representative) and the Contractor. The following standards apply:

(i) Rooms shall be constructed and finished to provide good light and sound attenuation. All windows shall be provided with blackout lining, shades or blinds. If drapes are provided, they must screen out the light.

(ii) Sufficient electrical outlets shall be available and in good working condition.

(iii) All entrance doors to rooms shall have interior security locks, either deadbolt or double locking locks. At least one room occupant shall be provided with a room key.

(iv) Bathrooms must be constructed to provide convenient sanitary facilities. Bathrooms must contain a functioning shower and/or tub combination with a wash basin, a properly functioning toilet, and a mirror. Additionally, bathrooms should have adequate lighting and grounded electrical outlets for use of electrical razors, hair dryers etc. The shower or shower/tub combination shall have shower doors or curtains and hot and cold running water.

(v) A telephone in the room is desirable; if not available due to location, have telecommunication devices in the immediate area.

(vi) A television in the room is desirable; if not available due to location, have information as to where television is available to patrons.

(vii) Rooms shall have adequate heating and cooling capabilities.

(2) Furnishing and Equipment: Must be clean and in good repair. The following minimum furnishings are required:

Lamp --1 per desk or writing table
Adequate clothes storage drawers and closet space
Desk or writing table with chair
Trash Container
Bed

Additional desirable amenities:

Radio
Working tables and chairs
Restaurant within the facility
Refrigerators or ice machines in hallway
Chair, occasional
Alarm clock

(b) HOTEL/MOTEL SERVICES: The services rendered shall consist of the following contractor furnished services.

(1) ASSIGNMENT OF QUARTERS/ROOMS: Government personnel should not be billeted under this contract arrangement without presenting proper authorization to the Contractor. The Contractor must be adequately manned to provide a 24 hour check-in and check-out service, 7 days a week. Individuals of the same sex, designated for double room occupancy, shall be billeted in rooms with two beds. Normally, if these rooms are not available, single rooms shall be used. Any changes to this procedure will be agreed to in advance between the Contractor and the Contracting Officer (or his/her designated representative).

(2) CUSTODIAL/SANITATION SERVICES: Daily custodial services shall include, but is not limited to, room cleaning, bed making, linen change (as required), adequate quantities of soap, a minimum of four bath towels, four hand towels, sanitized drinking glasses, facial tissues, and a cloth bath mat.

(3) LINEN SERVICE: Linen service shall be provided once a week or when occupancy changes, whichever occurs first. Additional blankets shall be made available if requested by occupant. All linen and blankets shall be clean, freshly laundered, without any objectionable odors, and in good repair, free from tears, rips, holes, stains, and extensive wear. Pillows shall be at least six inches thick to provide proper support.

(4) ADDITIONAL DESIRABLE AMENITIES:

24 hour wake up service
Message service
Shuttle service

(5) COMMON USE AREAS: The Contractor shall keep all hallways, corridors, grounds, and other adjacent areas under the Contractor's control in a clean, neat and safe condition.

(6) "DO NOT DISTURB" SIGNS: All rooms shall have such signs available. Contractor's employees shall understand and respect them when displayed.

(7) LAUNDRY DROP OFF/PICK UP: Contractor shall provide required laundry service as agreed to in a separate contract (see contract # _____).

(8) BARBER SERVICES: Contractor will provide access in hotel area for barber/beautician services as needed.

(9) INFORMATION SERVICES: Customer service representatives shall be able to explain to occupants' miscellaneous charges not covered by this statement of work, i.e., telephone charges. The Contractor shall provide, where applicable, information on bus schedules, taxis and other local transportation, dining facilities and locations, and commercial telephone directory service.

(10) Business Services: Hotel will provide space for meetings as well as phone, copier and fax services as required.

(11) Meal Service: Contractor shall provide required meal service as agreed to in a separate contract (see contract # _____).

EXAMPLE OF GENERAL PRICING FORMAT FOR HOTEL/MOTEL, SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Rooms (1 person)	Each/Day	___	$_____	$_____
xxxx	Rooms (2 persons)	Each/Day	___	$_____	$_____
xxxx	Additional Persons per room	Each/Day	___	$_____	$_____

5. MEAL SERVICES

(a) MEAL SERVICES (Programs/Hours of Operation)

The services rendered consist of providing all the personnel, supervision, and any other items necessary to operate a full food service management facility as defined in this Statement of Work at ____*_____ Hotel, located in _____*_____.

(b) The Contractor will provide for a Quality Control Program, Quality Assurance Program and a Sanitation Inspection Program as well as complying with Hours of Operation as described in (1) through (4) below.

(1) QUALITY CONTROL: The Contractor shall establish and maintain a complete quality control program for the performance requirements of this contract.

(2) QUALITY ASSURANCE: (INSERT METHOD OF CONTRACTOR SURVEILLANCE, IF ANY.)

(3) SANITATION INSPECTIONS: The Contractor shall ensure that there is a Sanitation Inspection program established internally and in addition to any government performed surveillance, medical services personnel

(Director of Base Medical Services), will also inspect for compliance with sanitary conditions. If there is a conflict the Contractor shall comply with the more restrictive regulation.

(4) HOURS OF OPERATION: The Contractor shall maintain the operating hours for the dining facilities as listed in _____*_____.

(c) DEFINITIONS

The Contractor will be familiar with and understand the following definitions:

(1) Director of Base Medical Services (DBMS): The installation medical authority who defines and monitors sanitation standards and procedures for food service activities.

(2) Equipment: Items used to store, prepare, cook, serve and transport food and supplies. Equipment also includes items used in cleaning and sanitizing.

(3) Food Handlers: Food service personnel who handle, process, prepare or serve food and who touch food or food contact surfaces in any way.

(4) Food Service Officer (FSO): Individual responsible for matters relating to food service.

(5) Installation Menu: Specifies installation menu choices (except leftovers), including, but not limited to, entrees, salads, desserts, and soups, to be served at each meal during a menu cycle.

(6) Leftovers: Leftovers are unserved portions of any item prepared for a specified meal period.

(7) Meal Serving Hours: Hours that the Government requires the dining facility to be open for service.

(8) Potentially Hazardous Foods: Any perishable food which consists in whole or in part of dairy products, eggs, meat poultry, fish, shellfish. These foods are likely mediums for bacterial growth and are potential causes of food-borne diseases especially if creamed, ground, mixed or handled often.

(9) Progressive Food Preparation (BATCH COOKERY): The preparation of food items at selective time intervals during an entire meal period matching the flow of patrons through the serving lines.

(10) Serving Line: This term refers to the location and equipment used in dining facilities to serve food cafeteria style.

(11) Subsistence: Food items, including beverages and condiments.

(12) Supplies: Expendable items such as paper and plastic products, cleaning and janitorial materials, kitchen utensils, and tableware.

(13) Trash: Any non-salvageable waste material other than garbage, rocks, or dirt. The waste includes metal, paper, glass, cardboard, floor sweepings, cartons, and similar materials.

(d) SPECIFIC TASKS

The Contractor will provide for and comply with the following Specific Tasks:

(1) MENU PLANNING AND POSTING: The Contractor shall coordinate meal planning with site representatives. The Contractor shall post daily menus before the breakfast meal in an appropriate location at each dining facility.

(2) REQUISITIONING SUBSISTENCE: The Contractor shall coordinate with Government personnel to requisition, pick up, deliver and off-load food at various food-service facilities.

(3) STORAGE AND ISSUE:

(i) Proper Storage: Upon receipt the Contractor shall promptly store perishable and semi-perishable subsistence. Store frozen and chilled items at specified temperatures.

(ii) First In-First Out: The Contractor shall ensure the oldest food items are issued first, except when the condition of an item dictates earlier use.

(4) SUBSISTENCE INVENTORY:

(i) Month-end Inventory: The Contractor shall take a physical inventory of all subsistence following the last meal on the last day of each month. The Contractor must reconcile the book inventory with the physical inventory and must submit proof of this to the government.

(ii) Other Inventories: The Contractor shall perform other inventory measures, i.e., annual inventory, equipment inventory before and after contract completion, etc., as required by the Contracting Officer. The government also reserves the right to conduct an independent inventory at any time during the performance of the contract.

(5) FOOD PREPARATION AND SERVICE.

All meals provided shall be “American-type” meals. Examples follow:

Breakfast:
Cereals: corn flakes, wheat flakes, chocolate flakes
Fresh fruits: bananas, grapefruit, oranges, pears, grapes...
Eggs: fried, scrambled.. Hash browns
Meat: Ham, sausage, bacon
Bread: White bread, toast, wheat, rye
Butter & Jam
Pastry: croissants, apple pie
Beverages: Coffee, orange juice, milk, water

Lunch:
Soup: vegetable, mushroom, tomato, chicken, beef, turkey...
Sandwich: ham, turkey, roast beef
Cheeses: American, Swiss
Fruit

Dinner:
Roast beef, roast/baked/fried chicken, roast pork, roast turkey, grilled fish, BBQ, roasted lamb
Beef/chicken stew
Rice, pasta (spaghetti, macaroni, lasagna) potatoes (baked, mashed...)
Boiled or Steamed Vegetables: corn, green beans carrots, peas, etc.
Pizza, hamburgers, hotdogs, tacos
Soups
Bread
Salad: lettuce, tomato, cheese, onions, dressing, etc.
Juice, water, milk

All food services items listed above are subject to approval by the U.S. Government medical personnel.

(i) Approved Menu: The Contractor shall follow the approved installation menu when planning and preparing all meals.

(ii) Progressive Food Preparation: Progressively prepare food items to yield optimum freshness, flavor, color, and texture.

Cook short-order breakfast items to order.

Prepare short-order items such as hamburgers, hot dogs, and french fries. Ensure an adequate flow of patrons through the line.

(iii) Serving Lines: Set up serving lines by the scheduled opening time. Food on the serving line shall be logically arranged and all foods shall be maintained at the specified temperatures. Replenish all foods, tableware, beverages, and condiments as necessary to ensure they are available to all patrons throughout the meal. Remove all food from the serving line within 15 minutes after the serving line is closed and cover, label and properly store all food, unless disposal of a leftover is appropriate.

(iv) Table Clearing: The Contractor shall be responsible to clear and clean all dining room tables and chairs or benches within five minutes after they are vacated to ensure a timely flow of patrons.

i. ****SAMPLE****

Breakfast Meal will be served in the ___*_____ Hotel restaurant as a buffet during established hours as posted. Dinner Meal will be served daily from _*__ hours to _*___ hours in the conference room adjoining the lobby or as otherwise coordinated. Actual headcount will be coordinated daily or as needed. Menu will consist of beef, poultry, or fish, salads and various fresh/canned vegetables, desserts, water, coffee, and soft drinks as coordinated with the chef and hotel staff by the ordering officer.

EXAMPLE OF GENERAL PRICING FORMAT FOR MEAL SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
XXXX	Breakfast	Each	____	$_____	$ _____
XXXX	Lunch	Each	____	$_____	$_____
XXXX	Dinner	Each	____	$_____	$_____

(6) SANITATION REQUIREMENTS:

(i) Personal Hygiene. The Contractor shall ensure all employees meet all personal hygiene requirements to include but not limited to; clean hands and fingernails at all times, proper hair and facial grooming, hair restraints, proper smoking restraint, etc.

(ii) Food Storage and Preparation: The Contractor is responsible for preventing all food-borne diseases by properly storing and preparing food in accordance with AFI 48-116, Control of Food-Borne Illnesses. This includes, but is not limited to: storage of bulk foods, refrigerated food, leftovers, perishables, etc. The Contractor shall prepare foods on surfaces that are cleaned and sanitized. All meats and poultry shall be cooked and prepared at the proper temperatures ensuring the food is thoroughly cooked throughout. (FOR PROPER TEMPERATURE RANGES ON VARIOUS FOODS, CONSULT AFI 48-116 OR YOUR MEAL SERVICES REPRESENTATIVE)

(iii) Equipment and Utensil Cleaning: The Contractor shall clean and sanitize all food service equipment and cookware to remove food particles, other soil, grease and cleaning or sanitizing agent residue to the standards set forth in this contract.

(7) HOUSEKEEPING.

(i) General: The Contractor shall furnish general housekeeping services in food service facilities before, during (if necessary) and after the serving of meals. The Contractor shall provide all equipment necessary to perform these services. The cleaning standards and housekeeping charts are intended to produce an acceptable level of performance.

(ii) Lavatories: The Contractor shall clean all lavatories in food service facilities.

(iii) Insect and Rodent Control: The Contractor shall take appropriate actions directed by the government to assist in the control of insects and rodents.

6. TENTS

(a) TENTS - SUMMER

(1) The services to be rendered consist of the rental, erection, dismantling and maintenance of all tentage and associated equipment.

(2) The Contractor shall provide ____*_____ square meters of billet tents to be erected at the site(s) and in the configurations as stated in the contract schedule and the plot plans provided.

(3) The tentage shall be constructed of PVC or polyester fire resistant canvas. The Contractor must ensure that all tent flaps and openings are adequately secured so as to prevent rain from entering the tent.

(4) Floors: The entire usable space within the tent must be covered with floors that are constructed of wood or other equally hard material (the material used must offer a nonskid surface). The floors must be installed in such a manner as to alleviate uneven surfaces that could cause personnel to stumble or trip. The floors must be elevated a minimum of 10 cm above the ground and capable of supporting 250 kg per square meter.

(5) Entrances/Exits: Each tent shall be equipped with at least two (2) lockable entrance/exit doorways. These doorways shall be constructed of wood, metal or plexiglass (no glass). The doors shall be a minimum of 100 cm wide and 210 cm high. (The Contractor will furnish the COR with a minimum of two keys per door.)

(6) Partitions/Dividers: Shall be made of canvas and/or other suitable fire resistant material. They must be a minimum of 2.40 meters in height and 3 meters long (unless otherwise specified).

(7) Lighting: Each tent shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm off the floor (subject to be measured at any place within the tent).

(8) Electrical Installations: A JP54 or equivalent fuse box shall be installed in each tent. The box shall be equipped with at least one connector to accommodate a single 38OV/16AMP male plug, CEE NORM. All wiring within the tent will originate from this fuse box and all circuits shall be properly fused. The specified quantities of electrical outlets, 22OV/16AMP, wires on floors shall be installed within the tent. The location of the outlets shall be coordinated with the COR. The Government will provide the required electrical power and will be responsible for the cables and connections from the Contractor’s fuse box to the government furnished power source.

(9) Furniture: The specified number of tables and benches, capable of seating (6) six adults shall be provided. The Contractor shall place the furniture in the tent at the locations determined by the COR.

(10) The Contractor shall have ___*_____ each, designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. These persons shall be qualified to perform emergency tent maintenance.

(b) TENTS - WINTERIZED

(1) The services to be rendered consist of the rental, erection, dismantling and maintenance of all tentage and associated equipment.

(2) The Contractor shall provide _____*_____ square meters tentage to be erected at the site(s) and in the configurations as stated in the contract schedule and the plot plans provided.

(3) The tentage shall be constructed of PVC or polyester coated fire resistant canvas. In addition to the tentage, an exterior wall shall be constructed to enclose each tent to the height of the tent eaves. The exterior wall is to be constructed of wood that has a minimum thickness of 20 mm, or hard plastic/fiberglass that has a minimum thickness of 3 mm, or aluminum material which has a minimum thickness of .75 mm. The Contractor must ensure that all tent flaps and openings are adequately secured so as to prevent wind and/or snow from entering the tent.

(4) Floors: Unless otherwise specified the entire usable space within the tent must be covered with floors that are constructed of wood or other equally hard material (the material used must offer a nonskid surface). The floors must be installed in such a manner as to alleviate uneven surfaces that could cause personnel to stumble or trip. The floors must be elevated a minimum of 10 cm above the ground and capable of supporting 250 kg per square meter.

(5) Entrances/Exits: Each tent shall be equipped with at least two (2) lockable entrance/exit doorways. These doorways shall be constructed of wood, metal or plexiglass (no glass). The doors shall be a minimum of l00 cm wide and 210 cm high. (The Contractor will furnish the COR with a minimum of two keys per door.)

(6) Partitions/Dividers: Shall be made of canvas and/or other suitable fire resistant material. They must be a minimum of 2.40 meters in height and 3 meters long (unless otherwise specified).

(7) Heating: The Contractor must furnish sufficient forced air, fuel operated heaters capable of maintaining a minimum temperature of ___*____ C (+/-3 degrees C). Each heater will be installed on an appropriate drip pan. When partitions/dividers are installed the Contractor must ensure that adequate heaters are provided to heat each area. The heater installations shall be in accordance with the applicable with commercial standards for safety. Heaters are to be installed on the outside of the tents with heating ducts leading into the tents properly insulated. Fuel tanks: The Contractor shall furnish at least one 150 liter fuel tank per installed heater. The tank must be clean and fully operational at time of delivery. In addition, the Contractor will be responsible for the maintenance of the fuel tanks. The fuel tank installations shall be in accordance with the applicable VDE and Trade Union safety standards. The tanks must be installed on the outside of the tents.

(8) Fuel: After initial testing and set up of heaters, the Government will provide fuel oil as required during the performance of the contract.

(9) Lighting: Each tent shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm off the floor (subject to be measured at any place within the tent)

(10) Electrical Installations: A JP54 or equivalent fuse box will be installed in each tent. The box will be equipped with at least one connector to accommodate a single 38OV/16Amp male plug, CEE NORM. All

wiring within the tent will originate from this fuse box and all circuits will be properly fused. The specified quantities of electrical outlets, 22OV/16Amp, wires will be installed within the tent. The location of the outlets will be coordinated with the COR. The Government will provide the required electrical power and will be responsible for the cables and connections from the Contractors' fuse box to the government furnished power source.

(11) Furniture: The specified number of tables and benches, capable of seating six (6) adults will be provided. The Contractor will place the furniture in the tent at the locations determined by the COR.

(12) The Contractor shall have __*___ each, designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. These persons shall be qualified to perform both emergency tent and heater maintenance.

(13) The US Government will provide:**

(i) Fuel upon completion of the erection of each tent.
(ii) The equipment and labor for snow removal (on top and in the vicinity) of each tent shall be the responsibility of the Government.

** Note to requiring activity - the Government should only commit itself to the furnishing of fuel when it is certain it can do so with proper additives to prevent freezing. This has been a problem in the past.

EXAMPLE OF GENERAL PRICING FORMAT FOR TENTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Tents				
xxxx	Erection/Installation	Each	____	$_____	$_____
xxxx	Rental and Maintenance	Month	____	$_____	$_____
xxxx	Dismantling and Removal	Each	____	$_____	$_____

7. SHOWER TRAILER & RELATED SERVICES

(a) SHOWER TRAILER with US Government-Furnished Utilities/Cleaning

The services to be rendered consist of the rental, installation, maintenance, cleaning (as specified) of the shower units and associated equipment and the removal of all Contractor furnished equipment upon completion of the rental period.

(1) The Contractors shall provide _*___ each trailer/s. The shower trailer/s are to be delivered and installed at the site(s) and in the configuration/s as stated in the contract schedule and the attached plot plans.

(2) The shower trailer/s shall be constructed in such a manner as to meet, or exceed, the applicable VDE and trade standards.

(3) The Contractor shall furnish the required hoses and power cables to connect the shower trailer/s to government provided utilities, i.e. water, electrical, and sewage. (In situations where the-hookup for government utilities exceeds 20 meters in distance, that distance must be specified in the requirement).
(4) The shower trailer/s shall meet or exceed the following minimum specifications:

(i) Size
6 meters in length
2.4 meters in width
2.4 meters in height

(ii) Shower Configuration: Shower room with a minimum six (6) shower heads. Dressing room with a minimum of four (4) wash basins equipped with hot and cold water faucets, four (4) mirrors and shelves, four (4) electrical outlets, and twelve (12) clothes hanging pegs/hooks.

(iii) Heaters: Electrical, constant controlled and adequate to maintain + or - 3 degrees.

(iv) Fan: Electrical, adequate size to ventilate the enclosure.

(v) Hot Water System: Electrical adequate to sustain a mixed water temperature of 450 degrees C + or - 3 degrees for a continuous period of 40 minutes or 20 individual showers prior to requiring a recycling. The hot water storage tank shall be a minimum of 400 liters and have a control system that will prevent scalding. The hot water system shall be able to provide a water flow rate to each shower head of 18 GPM.

(vi) Lighting: Each trailer shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm above the floor.

(vii) Electrical Installation: Each trailer shall be equipped with a fuse box, with each-circuit within the trailer being appropriately fused to meet the applicable VDE standards. All electrical wiring within the trailer will originate from this fuse box. All outlets will be wired with an appropriate ground to ensure that personnel are not endangered by electrical shock.

(viii) Floors: All floors within the shower room shall be covered with a non-skid surface and/or aerated matting.

(5) The Contractor shall have __*__ each designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. They shall also be qualified to perform all types of shower trailer maintenance.

(6) The US Government will provide:

(i) Utilities with the completion of the installation of each shower trailer.
(ii) Cleaning of the shower trailer/s including the removal of trash, sweeping, mopping, cleaning of wash basins and shower stalls, and spot cleaning of interior/exterior of shower trailer/s. The Contractor shall ensure that the trailer/s are delivered clean and disinfected and the US Government shall return the trailer/s in the same condition.

(iii) The equipment and labor for snow removal (on top and in the vicinity) for each shower unit shall be the responsibility of the US Government.

(b) SHOWER TRAILER with Contractor-Furnished Utilities and Cleaning

The services to be rendered consist of the rental, installation, maintenance, cleaning (as specified) of the shower trailer/s and associated equipment; to include the removal of all Contractor furnished equipment upon completion of the rental period.

(1) The Contractor shall provide __*__ each shower trailer/s. The shower trailer/s are to be delivered and installed at the site(s) and in the configuration/s as stated in the contract schedule and the attached plot plans.

(2) The shower trailer/s shall be constructed in such a manner as to meet, or exceed, the applicable VDE and trade standards.

(3) The Contractor shall furnish all utilities to include, electricity, water and waste water disposal. Waste water shall be disposed of in accordance with the Host Nation Government ecology rules, regulations and laws.

(4) The shower trailer/s shall meet or exceed the following minimum specifications:

(i) Size (inside dimensions)
6 meters in length
2.4 meters in width
2.4 meters in height

(ii) Shower Configuration: Shower room with a minimum six (6) shower heads. Dressing room with minimum of four (4) wash basins equipped with hot and cold water faucets, four (4) mirrors and shelves, four (4) electrical outlets, and twelve (12) clothes hanging pegs/hooks.

(iii) Heaters: Electrical, constant controlled and adequate to maintain + or - 3 degrees.

(iv) Fan: Electrical, adequate size to ventilate the enclosure.

(v) Hot Water System: Electrical, adequate to sustain a mixed water temperature of 450C + or - 3 degrees for a continuous period of 40 minutes or 20 individual showers prior to requiring a recycling. The hot water storage tank shall be a minimum of 400 liters and have a control system that will prevent scalding. The hot water system shall be able to provide a water f low rate to each shower head of 18 GPM.

(vi) Lighting: Each trailer shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm above the floor.

(vii) Electrical Installation: Each trailer will be equipped with a fuse box, with each circuit within the trailer being appropriately fused to meet the applicable VDE standards. All electrical wiring within the trailer will originate from this fuse box. All outlets will be wired with an appropriate ground to ensure that personnel are not endangered by electrical shock.

(viii) Floors: All floors within the shower room will be covered with a non-skid surface and/or aerated matting.

(ix) Cleaning Services: Cleaning services shall be provided by the Contractor. Cleaning of the shower trailer/s shall include the removal of trash, sweeping, mopping, cleaning of wash basins and shower stalls, and spot cleaning of interior/exterior of the shower trailer. The Contractor shall ensure that the shower trailer/s are delivered clean and disinfected.

(x) The Contractor shall have _*__ each designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. They shall also be qualified to perform all types of shower trailer maintenance.

(xi) The US Government will provide: The equipment and labor for snow removal (on top and in the vicinity) for each shower unit shall be the responsibility of the Government.

EXAMPLE OF GENERAL PRICING FORMAT FOR SHOWER TRAILER/S:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Shower Trailer	Each/Month	_____	$ _____	$ _____
xxxx	Set-up/Distribution	Each	_____	$_____	$ _____

xxxx	Daily Cleaning	Each	_____	$ _____	$ _____
xxxx	On-Call Servicing	Each	_____	$ _____	$ _____
xxxx	Connection of Utilities	Each	_____	$ _____	$ _____
xxxx	Relocation of Trailers	Each	_____	$ _____	$ _____

8. REFUSE COLLECTION SERVICES

(a) TRASH, GARBAGE & WASTE COLLECTION (Specifications)

(1) The services to be rendered consist of the providing of refuse containers to be located at specified sites, the emptying of said containers and the proper disposal of the trash, garbage and waste.

(2) CATEGORIES OF REFUSE: The Contractor shall be responsible for handling various categories of refuse as described below:

(i) Regular Trash: All solid waste material, with the exception of those types listed in (i) through (vii) below:

- Typical size of containers: 1, 5, 10, 16, 20 or 24 cubic meters (cbm)
- Frequency of servicing (emptying): To be determined requiring activity.

(ii) Edible Garbage: All food waste that is generated by food service facilities.

- Typical size containers: 200 liters, 1, 5 or 10 cbm.
- Frequency of servicing: Daily emptying is mandatory.

(iii) POL Waste: Oils, antifreeze, brake fluid and any other vehicle related liquids.

- Typical size of containers: 500 or 1000 liters
- Frequency of servicing: To be determined by the requiring activity.

(v) Contaminated Soil: Dirt removed from around oil tanks or soil that has been contaminated by the accidental spillage of POL and/or chemical agents.

- Typical size containers: 10, 20, or 24 cbm
- Frequency of servicing: To be determined by the requiring activity.

(vi) Medical Waste: Solid waste generated by medical laboratory facilities which requires controlled disposal.

- Typical size containers: 200 liters, I or 5 cbm
- Frequency of servicing: Daily emptying is mandatory.

(vii) Liquid waste: Chemical agents and liquids generated by X-ray laboratories.

- Typical size tanks: 400 or 1000 liters
- Frequency of servicing: To be determined by the requiring activity.

(3) The Contractor shall provide all labor, material, transportation and equipment required for the delivery, installation, removal of trash and the pickup of the containers at the end of the rental period. In addition the Contractor is fully responsible for obtaining and holding current permits with approved dumping and disposal points. (Unless Government disposal points are specifically identified in the contract schedule)

(4) The emptying of each container includes the complete removal of all refuse from the container and the removal of all bagged refuse at the container location. In addition the Contractor is responsible for cleaning up all refuse that is spilled during the servicing/emptying process.

(5) The Contractor must implement a quality assurance program that will ensure that his work and the work performance by his employees is accomplished in such a manner that conforms with applicable standards of the trade and is in compliance with local and federal host nation ecology laws and directives. The Contractor must obtain and hold current all necessary approvals and permits for the lawful performance of the prescribed services. In addition, the Contractor must obtain the necessary permits for the operation of his service and disposal vehicles on Saturdays, Sundays and holidays.

(6) All refuse containers will be delivered, installed, and ready for use no later than 08:00 hours on the first day of the specified rental period.

(7) When on-call servicing/emptying of refuse containers and/or relocation of refuse containers are specified in the contract, the Contractor must perform the required services as specified below:

(i) When the Contractor is notified prior to 12:00 hours the work must be accomplished on the same date.

(ii) When the Contractor is notified after 12:00 hours, the work must be accomplished no later than 10:00 hours on the following date.

EXAMPLE OF GENERAL PRICING FORMAT FOR REFUSE COLLECTION:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Refuse Container	Each/Month	____	$ _____	$_____
xxxx	Set-up/Distribution	Each	____	$ _____	$_____
xxxx	Emptying of Containers	Each/Day	____	$ _____	$_____
xxxx	On-Call Servicing	Each	____	$ _____	$_____
xxxx	Relocations	Each	____	$ _____	$_____

9. LAUNDRY AND DRY-CLEANING

(a) LAUNDRY & DRY-CLEANING (Specifications)

The services to be rendered consist of complying with the Scope of Work below and providing Quality Control, Inspection of Services and maintaining the Hours of Operation as delineated in (1) through (4).

(1) SCOPE OF WORK: The Contractor shall furnish all management, labor, transportation, pickup and delivery service, housekeeping and facility operation in accordance with the terms and conditions of this contract. This contract includes all laundry, dry cleaning, and all other tasks and responsibilities deemed necessary and spelled out in this contract. The Contractor shall receive, account for, process, and return all organizational and individual items tendered for cleaning. Technical Exhibit XX--Workload Estimate lists the estimated quantities of work (as a SAMPLE).

(2) QUALITY CONTROL: The Contractor is responsible for establishing and having an active quality control plan.

(3) INSPECTION OF SERVICES:

(i) Inspection Service: The Contractor shall provide and maintain an inspection system that must be accepted by the government covering the services under this contract.

(ii) Inspection and Testing: The Government has the right to inspect and test all the services called for by the contract, to the extent practicable, at all times and places during the term of the contract.

(iii) Nonconformance with Contract Requirements: If any of the services do not conform to the contract requirements, the government may require the Contractor to re-perform the services in conformity with the contract requirements, at no additional expense to the government.

(4) HOURS OF OPERATION: The Contractor shall maintain the following customer service hours: Drop-offs will be in the ____*____ Hotel Lobby before 0900 Mondays and Thursdays. Contractor will deliver clean laundry by 1800 Mondays and Thursdays.

(b) DEFINITIONS

The Contractor will be familiar with and understand the following definitions:

(1) Clean: Finished articles are dry and free of visible soil, lint and objectionable odor. Spots and stains are removed where practical to do so without damaging the fabric.

(2) Contracting Officer Representative (COR): an individual appointed in writing by the Contracting Officer to perform expressed contract administration functions.

(3) Dry Cleaning: Dry cleaning involves the immersion of garments in dry cleaning solvents and cleaning them by use of mechanical action and soaps or synthetic detergents. Dry cleaning removes some soluble and some insoluble soils and dissolves grease stains through the combined actions of dry cleaning solvents, mechanical action, soaps, synthetic detergents, and other cleaning aids.

TYPES OF DRY CLEANING

- Small - an item requiring the approximate time, effort, and cost to process as a sleeveless sweater and /or blouse.
- Medium- an item requiring the approximate time, effort, and cost to process as a pair of trousers and /or jacket.
- Large - an item requiring the approximate time, effort, and cost to process as a coat and or overcoat.

(4) Laundering: The process by which soiled fabric items are cleaned and treated. The term includes cleaning by mechanical action and by hand in appropriate temperature water solutions of detergents and other additives.

TYPES OF LAUNDRY

- Small - an item requiring the approximate time, effort, and cost to process as a pillowcase or wrapper.
- Medium- an item requiring the approximate time, effort, and cost to process as a sheet or bedspread.
- Large - an item requiring the approximate time, effort, and cost to process as a sleeping bag.

(5) Packaging: The process by which clean garments or other items are placed on hangers and placed in protective paper or plastic film bags. Small items of clothing and other clothing which are not

customarily placed on hangers shall be wrapped in protective poly-wrap in accordance with commercial or local practice.

(6) Pressing: Pressing is the process for insertion of required crease and removal of undesirable wrinkles from clean garments or items.

(c) SPECIFIC TASKS. The Contractor will provide for and comply with the following Specific Tasks:

(1) Services Provided: The Contractor shall provide services to individuals and organizations of _____*_____ at _____*_____. Services shall be provided in accordance with the terms and conditions of this contract. The Contractor shall process and finish all clothing and other items in accordance with the requirements contained in the workload data in Technical Exhibit XX. (See Sample)

(2) Workmanship and Sanitation: Delivered articles shall conform to the generally accepted industry and local standards of quality, cleanliness, finish, appearance, and packaging. The items shall not only be clean in the sense of being free from soil and stains, but also free from bacteria, fungi and micro-organisms, including pathogens and disease producing organisms. All work performed shall be done under sanitary conditions. The contract facility shall be open to inspection of conditions at any time by a representative of the US government, and the government reserves the right to perform or cause to have performed any test necessary to determine the sanitary condition of the articles delivered by the Contractor.

(3) Classification of Items: Clothing or linen articles received by the Contractor shall be individually inspected for condition of serviceability and classified as to the type of service required.

(4) Re-performance: Any items found to have been unsatisfactorily cleaned shall be re-cleaned by the Contractor at no additional cost to the government.

(5) Repair: The Contractor shall repair, at his expense, all damages to individual garments which occur while in the custody of the Contractor, to include rips, tears, holes, open seams, and replacement of buttons and repair or replacement of zippers.

(6) Organizational Bulk Items: Organizational items shall be returned in bulk unless another method is specified. Items shall be counted from baskets into waiting vehicles or across the counter to the customer.

(7) Linen Exchange Activity: The Contractor shall operate a linen exchange activity. The Contractor is responsible for receiving, collecting, exchanging, and distributing linen exchange articles to and from organizations, activities, or authorized individuals and accomplishing the tasks below:

(1) Receive, collect, exchange and distribute linen exchange articles to and from organizations, activities, or authorized individuals.

(2) Verify count or weight of items received against receiving and shipping documents.

(3) Store items in storeroom and linen exchange points.

(4) Keep items properly segregated to comply with local safety, fire prevention and other storage regulation.

(8) Stockage Inventory System: The Contractor shall establish a stockage inventory system to track all incoming and outgoing linen. The Contractor shall perform a search for missing items in order to reconcile inventory with stock records.

(9) Exchange Items: Items that have been identified for direct exchange shall be exchanged for like items at time of turn-in. Items that are not direct exchange shall be identified separately and processed to be ready for pickup by the customer within a 72-hour period. Sheets, pillowcases, mattress pads, mattress covers, towels and blankets received from organizations may be intermingled (except for medical, if applicable) and processed for reissue to any organization or individual.

(10) Pick-up & Delivery Service: The Contractor shall provide pickup and delivery service. This service shall include loading, unloading, segregating, transporting, counting and obtaining necessary documentation for items picked up or delivered.

(11) The Contractor shall provide his own vehicles and they shall be maintained in safe operating condition at all times.

(12) Weighing/Counting of Articles: Weighing/counting of articles, including the laundry bag, shall be done by government personnel prior to pickup. The laundry that the Contractor picks up may be dirty/wet. The Contractor shall verify weight or count and sign a pickup ticket for the items being picked up. Such a signature constitutes an agreement to the government's weight/count unless a specific exception is noted on the ticket.

(13) Verification: The Contractor shall record the number of pounds/pieces delivered on the delivery ticket and the government rep will verify the amount. The Contractor must provide a list for items not delivered on scheduled.

SAMPLE

TECHNICAL EXHIBIT XX
LAUNDRY & DRY CLEANING
WORKLOAD ESTIMATES

ITEM	ESTIMATED QUANTITY-(PER DROP OFF)	PRICE
BDU TROUSERS	250	$3.08
BDU JACKET	250	$3.08
FLIGHT SUIT	50	$3.08
T-SHIRT	1000	$1.92
UNDERWEAR (MALE/FEMALE)	1050	$ .88
SOCKS (PAIR)	1000	$ .88
TOWEL (HAND OR BATH)	100	$1.15

RECOVERY RATES FOR LOST OR DAMAGED ITEMS WILL BE PER LOCAL MARKET CONDITIONS FOR _____*_____. THIS IS __*_% OF PURCHASE PRICE.

ITEM	PURCHASE PRICE (NEW)	RECOVERY PRICE
BDU TROUSERS	$35	$
BDU JACKET	$33	$
FLIGHT SUIT	$50	$
T-SHIRT	$2	$
UNDERWEAR (MALE)	$2	$
UNDERWEAR (FEMALE)	$5	$
BRA	$5	$
SOCKS (PAIR)	$2	$
TOWEL (HAND OR BATH)	*$2*	$

EXAMPLE OF GENERAL PRICING FORMAT FOR LAUNDRY & DRY-CLEANING:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	See above item list for various military clothing items	_____	_____	$_____	$_____
xxxx	Same as above	_____	_____	$_____	$_____
xxxx	Same as above	_____	_____	$_____	$_____

10. FORKLIFTS

(a) FORKLIFT (Specifications): The services to be rendered consist of rental, delivery, maintenance and removal of a specified type and size of forklift(s).

(1) Contractor shall provide forklift(s) for the stated rental period which will be of a commercial type that is equipped for outdoor use. The lifts must have the capability of lifting the specified weight (Kilos), to a minimum of 2.5 meters in height. In addition the equipment shall be capable of maintaining stability on a 6% incline, while handling a load of the specified amount.

(2) At the time of delivery the forklifts shall be in a sound mechanical condition free of all known defects, ready for immediate use. The equipment must meet all the applicable VDE and Trade Union requirements for safe operations.

(3) In addition to the above, the forklifts will be equipped with the following:

(i) Gas/diesel powered engine
(ii) Self-sustained electrical system to include an electric starter
(iii) Pneumatic tires (snow chains to be provided during winter months)
(iv) Spark proof exhaust system
(v) Front and rear lights that will facilitate on-road operations during periods of darkness.
(vi) Driver protection roll bar
(vii) Adjustable forks
(viii) Warning device (automatically activated when the lift is placed in reverse gear)

(4) The Contractor shall furnish all the transportation, labor, material and supervision required for the delivery, operational test, repair and maintenance and removal of the equipment at the end of the rental period. In addition the Contractor shall furnish all POL products, (with the exception of fuel). This is to include distilled water for batteries.

(5) The Contractor shall provide a point of contact for “on call, maintenance and/or replacement of equipment. The point of contact must be available from 08:00 to 20:00 hours to include Saturdays, Sundays and all local and American holidays. The Contractor shall provide all the labor, material and supervision required to keep the equipment in a serviceable and safe operating condition. Repair and maintenance may be performed on site, subject to coordination with the COR. If a forklift becomes inoperable due to the need for repair and/or maintenance, the Contractor will be notified immediately. The Contractor must respond, within six (6) hours after notification, to perform the repair and maintenance services. If repair and maintenance services cannot be performed within the same day, the Contractor shall furnish a replacement unit. Equipment that remains inoperable for more than a 12 hour period will be considered not available for use and rental fees will cease until the equipment is repaired to a fully operational condition or replaced with a serviceable unit. The pick-up and removal of inoperable equipment will be accomplished at.-Contractor expense.

(b) FORKLIFTS—ACCEPTANCE & RETURN

(1) Acceptance for forklifts by the Government: At the time the forklifts are delivered to the Government, the Contractor shall issue in duplicate a document, written in English, for each fork-lift, which provides the user a means to annotate the conditions of the equipment. In addition, general operating instructions, to include the refueling procedures, how to check and add oil, proper operating techniques and preventive maintenance procedures will be provided by the Contractor. The Contractor and the COR will jointly inspect the equipment for completeness and will list all damage (such as, but not limited to, scratches, dents, etc.) on the document. The document must be signed and dated by both the COR and the Contractor as acknowledgment that the forklift was received by the Government in the condition described/ annotated. A copy of the document shall be retained by the Contractor and the COR for use during the joint inspection that must again be conducted at the end of the rental period.

(2) Return of forklifts to Contractor: Upon expiration of rental period, forklifts will be returned to the Contractor, clean and complete with all accessories. Utilizing the document, a joint inspection will be conducted and all discrepancies will be noted. Both the COR and the Contractor, or his authorized representative must sign the document to acknowledge the return of the equipment in the described condition. Reasonable wear and tear, as well as damages which are not annotated on the turn-in document shall not be considered as valid if the Contractor later submits a claim against the Government.

EXAMPLE OF GENERAL PRICING FORMAT FOR FORKLIFTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	FORKLIFT 3 TON	EACH	____	$_____	$_____

11. FORCE PROTECTION

(a) During an OOTW support event, the HS Contractor may be requested to provide force protection in non-hostile environments. Support required may include, but not limited to, security personnel, escorting (sea and land), barriers, fencing, lighting, or equipment.

(b) If there is a requirement for force protection, a specification or statement of work will be provided to the HS Contractor for pricing prior the receiving an order from an authorized Contracting Officer.

12. LOGISTICS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide logistics support. Support may include, but not limited to, assistance with customs and air, ground, or rail transportation for pre-deployment and site surveys in remote areas.
(b) If there is a requirement for logistics support, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

13. SUPPLIES

(a) During an OOTW support event, the HS Contractor may be requested to provide various types of supplies when not readily available from the U.S. Government supply system. General supplies are classified as follows:

Class I – Food, Rations, and Water (e.g., bottled water, ice, reefers, etc.)
Class II – Clothing (e.g., foul weather gear, poncho liners, boots, etc.)
Class III – Petroleum, Oils, and Lubricants
Class IV – Construction Material (e.g., lumber, gravel, barriers, haul assets, yellow gear, fasteners, concrete mix, etc.)
Class VI – Personal Items (e.g., parts for commercial vehicles, camp equipment, air conditioners, cell phones, computers and peripheral equipment, coffee makers, microwave ovens, etc.)
Class VIII – Medical Supplies (e.g., medicines, medical supplies, veterinary medicines)

Class IX – Repair Parts
Class X – Miscellaneous Supplies

(b) If there is a requirement for supplies, the bill of materials or specifications will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

14. REPAIR SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide repair services. Services may include, but not limited to, repair of generators, light suites, environmental control units, vehicles (e.g., commercial trucks and cars) and material handling equipment (MHE).

(b) If there is a requirement for repair services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

15. CAMP AND FIELD HABITABILITY SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide camp and field habitability services. Services may include, but not limited to, rental of toilet/bathing facilities, berthing trailers, rental of pre-existing hard structure buildings or hotel rooms, garbage collection services, potable water, vehicle rental, laundry services, cell phones, fuel, food service, power generation/distribution, pest extermination services, plumbing services, and administrative support.

(b) If there is a requirement for habitability services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

16. TRANSPORTATION SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide transportation services. Services may include, but not limited to, providing vehicles/trucks/buses (with and without drivers), tactical level transportation (air, ground, rail, and sea) in remote areas when military transportation isn't available, and express delivery services (e.g., DHL, FEDEX, etc.).

(b) If there is a requirement for transportation services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

17. INFORMATION OPERATION/SYSTEMS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide information operation/systems support.

(b) If there is a requirement for information operation/systems services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

18. MORTUARY AFFAIRS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide mortuary affairs support.

(b) If there is a requirement for mortuary affairs support services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

19. CULTURAL AWARENESS TRAINING

(a) During an OOTW support event, the HS Contractor may be requested to arrange cultural awareness training.

(b) If there is a requirement for cultural awareness training, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

20. DIETICIAN SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide dietician support.

(b) If there is a requirement for dietician support, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

21. COMMUNICATIONS

(a) During an OOTW support event, the HS Contractor may be requested to provide communications services. Services may include, but not limited to, providing cell phones, satellite phones, internet connectivity, calling cards, land lines, and Wi-Fi services.

(b) If there is a requirement for communications services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

22. TRANSLATION SERVICES

(a) During an OOTWsupport event, the HS Contractor may be requested to provide translation services.

(b) If there is a requirement for translation services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

23. MORALE, WELFARE, AND RECREATION (MWR) SERVICES

(a) In the absence of an existing U.S. Government authorized Information, Ticket and Tours (ITT) contract, during an OOTW support event, the HS Contractor may be requested to provide MWR services. Services may include, but not limited to, providing arranging trips, tours and hotel accommodations.

(b) If there is a requirement MWR services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

Attachment 10 - QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Husbanding Services
Western Pacific & Indian Ocean Regional Contracts

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance-based Performance Work Statement (PWS). This performance-based plan sets forth the procedures and guidelines the U.S. Fleet & Industrial Supply Center, and its detachments will use to monitor contractor's performance, evaluating port visit cost reporting, non-priced item pricing performance, and ship's overall satisfaction with the of the husbanding service contractor's port visit services.

1.1 PURPOSE

1.1.1. The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the port visit cost reporting requirements, adhering to the non-priced item pricing performance standards, and meeting the ship's task order requirements as identified in the PWS.

1.1.2 This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

2.0 PERFORMANCE MANAGEMENT APPROACH

2.1 The performance-based PWS structures the acquisition around "what" service is required as opposed to "how" the contractor should perform the work. This QASP will define the performance management approach taken by the Contracting Officer to monitor, manage, and take appropriate action on the contractor's performance against expected outcomes or performance objectives communicated in the PWS. Performance management rests upon developing a capability to review and analyze information generated through performance metrics. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management. The data generated in a performance management approach provides information that indicates whether or not expected outcomes for required services are being achieved adequately by the contractor.

2.2 Performance management also represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether or not outcomes are being achieved and migrates away from scrutiny on compliance with the processes and practices used to achieve the outcome. The only exceptions to process reviews are those required by law and compelling business situations such as safety and health. An outcome focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved at the desired levels of performance.

3.0 PERFORMANCE MANAGEMENT STRATEGY

3.1 The contractor will develop and utilize staffing and procedures, for use on a continuous basis, for self inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS.

3.2 The Contracting Officer will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The Government will make decisions based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

4.0 ROLES AND RESPONSIBILITIES

4.1. Procuring Contracting Officer (PCO). The PCO is the individual who performs preaward functions and awards or executes a contract. The PCO will retain post award functions. Accordingly, the PCO performs assigned post award functions related to the administration of the contract. Ensures performance of all necessary actions for effective contracting, monitors compliance with the terms of the contract, and safeguards the interests of the Government. The PCO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

4.2. Contracting Officer Representative (COR). The Government personnel who perform quality assurance functions for a contracted service.

- Provide technical assistance to the contracting office
- Provide functional continuity and stability
- Maintain proficiency in contract surveillance procedures
- Perform surveillance in accordance with the surveillance plan and provide documentation of surveillance observations to the PCO, as required
- Notify the PCO of any significant performance deficiencies
- Prepare input to the Contractor Performance Assessment Reporting System (CPARS)

4.3 Ordering Officers (e.g., Ship SUPPO) are responsible to

- Issue the orders in accordance with the terms and conditions
- Monitor, assess, and communicate the performance of the contractor. Government surveillance may occur under authority of the Inspection/Acceptance paragraph of clause 52.212-4, Contract Terms and Conditions – Commercial Items, for any supply or service relating to the contract.

5. PERFORMANCE OBJECTIVES AND METHOD OF SURVEILLENCE

The contractor shall provide husbanding service support in accordance with the PWS. While the contractor is fully expected to comply with all requirements in the PWS, the government's assessment of contractor performance will focus mainly on the performance objectives that are also listed in the Attachment 10a. QASP Matrix. The level of the acceptance for each objective is also established

5.1. Performance Objective #1:

Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 schedules provided as part of the RFP. The On-line Pricing Application Tool may be utilized for the creation of the estimate.

Method of surveillance: E-mail received from the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided.

Level of acceptance:

- On time	100%
- Up to 2 working days late, but before ship's arrival	80%
- 3-4 working days late, but before ship's arrival	60%
- Over 4 working days late but before ship's arrival	40%
- None before ship's arrival	0%

5.2. Performance Objective #2:

Submit final LogSSR within seven (7) days of each ship's departure (includes entering data into LogSSR and submitting all supporting documentation).

Method of surveillance: Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.

Level of acceptance:

- Within 7 calendar days after ship's departure 100%

- Within 08-14 calendar days after ship's departure 80%

- Within 15-30 calendar days after ship's departure 50%

- Over 30 calendar days after ship's departure 0%

5.3. Performance Objective #3:

LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages).

Method of surveillance: Compare the LogSSR data and PVCR/invoice data.

Level of acceptance:

- No errors 100%

- 1 error 80%

- 2 errors 60%

- 3 errors 40%

- Over 3 errors 0%

5.4. Performance Objective #4:

In Port Pricing. The HSP shall maintain the online pricing application's 'real-time' pricing capability and update non-priced item pricing and ordering data during the actual performance period the ship is in port. The HSP shall continue to input documentation into the application during the entire port visit.

The HSP shall update this report at least once per day of performance between the hours of 0700 and 2300, if applicable, while ship is in port until the completion of the ship's visit.

Method of surveillance: check the on-line pricing tool during the ship's visit and after the ship's departure to verify that the contractor updates the On-line Pricing Application with the additional requirements and for the non-priced item the procedure established has been followed.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

5.5 Performance Objective #5

Final Price Report. A Final Price Report must be reported in On-line Pricing Application Tool and itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 within forty eight (48 hours) after a ship leaves port. The HSP shall include all paid and unpaid invoices to the report.

Any changes to final prices paid shall be updated within the On-line Pricing application within one (1) calendar day of the change.

Method of surveillance: periodic checks of the On-line Pricing Application during port visits and forty eight (48 hours) after a ship leaves port.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

5.6 Performance Objective #6:

Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.

Method of surveillance: After each ship visit, the ship submits a port visit cost report indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

6.0 METHODOLOGIES TO MONITOR PERFORMANCE

6.1 In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate contractor performance. The Contracting Officer will use the On-line Pricing Application, the LogSSR and any input from the requiring activity as sources of comments on the contractor's performance.

6.2 The ships always have the option to communicate complaints to the Contracting Officer as opposed to the contractor. The complaints can be submitted during or after the visit; however the primary document that reports the complaints is the Port Visit Cost Report (PVCR). The Contracting Officer will accept the ships complaints and will investigate.

7.0 QUALITY ASSURANCE REPORTING

7.1. Within 30 days following the end of each quarter, the COR/PCO will prepare a report that shows the level of acceptance for each performance objective reached throughout the quarter. An overall average of the performance area objective area scores will be tracked for each port visit and for all port visits within the quarter. 80% is the overall goal for performance in each of these areas.

8.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

8.1 The Government shall use the observation methods cited to determine whether the AQLs have been met. The Government will evaluate the results which then may be translated into the specific negative incentives should performance not meet the AQL (for failure performance, see paragraph 9.0)

8.2 The PCO may require the contractor's project manager, or a designated alternate, to meet with the Government personnel as deemed necessary to discuss performance evaluation. The PCO will define a frequency of in-depth reviews with the contractor. However, if the need arises, the contractor will meet with the PCO as often as required or per the contractor's request. The agenda of the reviews may discuss:

- Performance measured by the metrics and trends
- Issues and concerns of both parties
- Recommendations made by the KO based on contractor information
- Issues arising from independent reviews and inspections

8.3 The PCO and contractor should jointly formulate tactical and long–term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the PCO.

9.0. FAILURE TO PERFORM

9.1 The contractor may be contacted for consideration, may receive negative past performance ratings or may be terminated based on failure to perform.

Consideration: The KO will negotiate consideration in instances where the HSP fails to meet performance requirements.

Negative Past Performance Ratings: The COR may submit negative performance information into the Contractor Performance Assessment Reporting System (CPARS).

Termination. If the KO determines that the contractor has failed to perform to the extent that a termination for cause is justified, the KO shall issue a notice of termination, consistent with FAR Part 12.

LIST OF ATTACHMENTS

Attachment 10a. QASP Matrix

Attachment 10a: QASP Matrix

Attachment 4a	Required Service	Levels

Required Service	Performance Standards	Method Of Surveillance	Goals
Timely submission of estimates within 48 hours after receipt of the order.	Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2. The On-line Pricing Application Tool may be utilized for the creation of the estimate.	E-mail received by the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided..	- On time 100% - Up to 2 working days late, but before ship's arrival 80% - 3-4 working days late, but before ship's arrival 60% - Over 4 working days late but before ship's arrival 40% - None before ship's arrival 0%
LogSSR and final cost reports	Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.	LogSSR Data-base	- Within 7 calendar days after ship's departure 100% - Within 08-14 calendar days after ship's departure 80% - Within 15-30 calendar days after ship's departure 50% - Over 30 calendar days after ship's departure 0%
LogSSR report accuracy	LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages)	Compare the LogSSR data and PVCR/invoice data.	- No errors 100% - 1 error 80% - 2 errors 60% - 3 errors 40% - Over 3 errors 0%

In Port Pricing	(1) The HSP shall maintain the online pricing application's 'real-time' pricing capability and update ALL pricing and ordering data during the actual performance period the ship is in port. The HSP shall continue to scan support documentation into the application during the entire port visit. (2) The HSP shall update this report at least once per day of performance between the hours of 0700 and 2300, if relevant, while ship is in port until the completion of the ship's visit.	On-Line Pricing Application	- Satisfied 100% - Not Satisfied 0%
Final Price Report	(1) A Final Price Report must be reported in On-line Pricing Application Tool and itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 within forty eight (48 hours) after a ship leaves port. The HSP shall include all paid and unpaid invoices to the report (3) Any changes to final prices paid shall be updated within the application one (1) calendar day of the change.	Online Pricing Application	- Satisfied 100% - Not Satisfied 0%
Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.	After each ship visit, the ship submits a port visit cost report to indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.	Ship's port cost visit report, observations, complaints	- Satisfied 100% - Not Satisfied 0%

Attachment 11 - QUALITY ASSURANCE FOR PROVISIONS

September 2006

SECTION I. GENERAL REQUIREMENTS

1. **SANITARILY APPROVED SOURCES:** All subsistence items shall be from approved sources as authorized, or exempted in NAVSUPINST 4335.4F/AR 40-657/AFR 161-32/MCO P10110.31G. Name and address of processing facility shall identify any subcontracting entities utilized other than the primary contractors. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore has available approved source listings of authorized subsistence incorporated into VETCOM Circular 40-1, Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Hawaii and Pacific) and other regions maintained and published by HQ, US Army Veterinary Command, Fort Sam Houston, Texas (http://vets.amedd.army.mil/vetsvcs/approved.nsf). The U.S. Army Veterinary Representative, prior to commencing a contract/Blanket Purchase Agreement (BPA), shall inspect all required potential sources identified. Failing to pass inspection shall be grounds for not issuing a BPA and grounds for cancellation if the facility fails inspection after a BPA has commenced. This applies to all contractors and subcontractors. Documents cited here shall be provided to the contractor upon written request.

2. **DELIVERY VEHICLES:** The supplies delivered under this contract/BPA shall be transported in a sanitary enclosed/covered or open flatbed vehicle. Semiperishable items delivered in open flatbed vehicle shall be covered with a tarp to protect products from rain or foreign objects. Vehicles shall be equipped to maintain the appropriate temperature for the subsistence being delivered. Vehicles shall be maintained in a sanitary condition to prevent contamination of the food and shall be subject to inspection by the government at all reasonable times. Supplies submitted for acceptance in vehicles, which are not sanitary, may be rejected without further inspection. Concurrent transportation of bulk contained pesticides, rodenticides, petroleum products, inedible products, household chemicals, or other caustic or volatile compounds are undesirable but occasionally necessary. When a carrier jointly transports subsistence and cleaning agents or hazardous products, the cleaning agents or hazardous products shall be segregated from the subsistence to the greatest extent. Segregated to the greatest extent means that all cleaning agents or hazardous products shall be unitized, loaded completely lower and horizontally from the subsistence to the maximum distance allowed by the physical configuration of the carrier. Shrink-wrap shall be used to secure items to pallets and provide stabilization.

3. **CODE DATING:** Master-shipping boxes shall be stamped or embossed with code dates, except Fresh Fruits and Vegetables, (FF&V). Coding must represent the date of slaughter, production, pasteurization, manufacture, or expiration/pull date. Open code shall have the date, month and year or Julian date, (last number of the year with the number of days). Closed code, such as letters and numbers, shall have an accompanying letter from the manufacturer explaining the code and shelf life.

4. **PACKAGING:** Standard commercial packaging is acceptable as long as it meets the requirements set forth in this agreement, product is protected from contamination, and quality is preserved. Products shall be packaged in non-returnable commercial containers that do not exceed 55 pounds or 25 kilograms per container. The use of a plastic shrink-wrap to secure items to the pallet shall be minimized.

5. **SHELF LIFE REQUIREMENTS:** Unless otherwise specified in this agreement, products shall be delivered with not less than one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining. If the supplies delivered DO not have the minimum number of days of shelf life remaining as set forth in this agreement, the government shall have the right to reject and/or require replacement.

6. **TEMPERATURE REQUIREMENTS:** Unless otherwise specified in this agreement, all perishable products shall be delivered between 32^{o}F-41^{o}F (0^{o}C-5^{o}C) for chilled and 0^{o}F (-18^{o}C) or below for frozen. Temperatures shall be checked between the primary container and the outer container to reduce product damage. If a discrepancy is suspected, internal temperature shall be checked prior to rejection or acceptance of the products.

7. **REJECTED ITEM:** Any item recommended for rejection by the U.S. Army Veterinary Representative or receiving activity shall be annotated on the invoice or delivery receipt. The Contracting Officer Representative shall negotiate on price adjustment for quality or short shelf life defect as requested by receiving activity based on the U.S. Army Veterinary Representative inspection results. Replacements shall be coordinated with the Contracting Officer Representative as requested by the receiving activity.

8. **FOREIGN ORIGIN PRODUCTS:** Foreign establishments DO not have to be Directory listed if the prepackaged finished items they produce are imported by distributors or brokers into the continental United States, Hawaii or Alaska for sale to U.S. Armed Forces. This exemption Does not apply to establishments importing food directly into the U.S. territories of American Samoa, Guam, or the Mariana Islands without entering the continental United States, Hawaii or Alaska.

9. **CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD:** See Appendix B below.

SECTION II. QUALITY ASSURANCE PROVISIONS BY ITEM

1. **DAIRY PRODUCTS:**

a. Milk products shall be from approved sources and meet the raw, pasteurized, bacteriological and chemical requirements of the United States Public Health Service (USPHS) Publication 229 (Grade A Pasteurized Milk Ordinance). Frozen deserts and novelties shall be from approved sources in accordance with applicable military or local specifications or in the absence of applicable specifications, good manufacturing practice. Bacteriological and chemical testing may be accomplished at origin or destination. The U.S. Army Veterinary Representative shall submit non-conforming results to the Contracting Officer and provide a copy furnished to the contractor with a letter of explanation. The letter shall inform the contractor that unreliable quality controls may result in suspending further deliveries in accordance with NAVSUPINST 4355.6A/AR 40-70. NAVSUPINST 4355.6/AR 40-70 sets forth the microbiological testing program and suspension procedures for dairy products.

b. Temperature on delivery: Fresh dairy products shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C). Frozen products shall be delivered at 0^{o}F (-18^{o}C) or below.

c. Cheese Related Products:

(1) Soft cheeses such, as mozzarella, natural provolone, cream cheese, and etc., shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C).

(2) Hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, etc., shall be delivered between 32^{o}F and 50^{o}F (0^{o}C and 10^{o}C).

2. **FRESH FRUITS AND VEGETABLES (FF&V): See Appendix A.**

a. All FF&V shall be freshest product available. FF&V shall have eye appeal and shall be a minimum of 90% free from quality defects and 100% free of decay or loss. The Contracting Officer Representative shall negotiate a downward price adjustment for quality defects based on the U.S. Army Veterinary Representative inspection results and confirmed by receiving activity.

b. FF&V shall be delivered in an enclosed vehicle, equipped to maintain the temperature required for the type of FF&V. Mixed loads of FF&V shall be between 35^{o}F and 55 °F (2^{o}C and 12^{o}C).

c. FF&V such as bananas that are sensitive to ethylene oxide shall not be palletized and wrapped with items that are ethylene oxide producers such as apples. Plastic wrapped around the product inside the boxes shall be removed to allow air circulation.

d. Fresh mushrooms shall not be packaged airtight. Packages that are wrapped in plastic shall have air hole cut into plastic 1/8 inch in diameter or larger.

e. FF&V such as bananas, potatoes and onions that are sensitive to chill damage shall be delivered without refrigeration or not less than 56 °F (14°C). FF&V delivered in an open flatbed vehicle shall be protected with a tarp.

f. For repacked FF&V, the recycled boxes shall be clean and odorless; weigh not more than 45 pounds, (20 kilograms); labeled with the name and weight of the item on two adjacent sides of the box and legibly handwritten or printed.

3. **FROZEN MEAT AND POULTRY**

a. Unless otherwise requested, all frozen meat and poultry products must be USDA inspected or USDA certified. They must be listed in one of the following publications: "Meat and Poultry Inspection Directory", or "Directory of Sanitarily Approved Food Establishment for U.S. Armed Forces Procurement. ".

b. Temperature at delivery shall be 0°F (-18°C) or below. If the product is frozen to the point that a bimetallic thermometer cannot be pushed into the product and there does not appear to be significant surface thawing or crystallization the product shall be considered acceptable. These factors shall be considered due to the lack of proper equipment for drilling frozen item.

c. Age at delivery in the frozen state:

(1) Beef shall be delivered no more than 12 months after the date of pack.

(2) Poultry shall be delivered no more than 12 months after the date of pack.

(3) Pork shall be delivered no more than 12 months after the date of pack.

(4) Lamb and veal be delivered no more than 12 months after the date of pack.

NOTE: If the manufacture, slaughter or expiration date is stamped, not embossed on the box, the Health Certificate from origin shall be available for verification by the inspecting U.S. Army Veterinary Representative.

4. **FROZEN WATERFOODS:**

a. Temperature at delivery 0°F (-18°C) or below and shall be checked using the guidance reference previously in paragraph II.3.a.

b. Age at delivery in the frozen state:

(1) Seasonal packed items shall be delivered no more than 12 months after the date of pack.

(2) Oysters shall be delivered within 6 months of shucking/freezing.

(3) Shrimp shall be delivered within 180 days, of packaging/freezing.

c. General Guidance: All items shall be delivered in excellent condition, practically free of parasites, and show no evidence of mishandling.

5. **SHELL EGGS:**

a. Shell eggs shall be cleaned and free of damage (broken, cracked, leaker, etc.,). The U.S. Army Veterinary Representative shall recommend rejection of eggs with excessive dirt or feces.

NOTE: A small quantity of dirt is allowed on eggs delivered from plants that are only approved for unwashed eggs, small defined as having relatively little size or slight dimension.

b. Fresh shell eggs delivered directly from the farms within 48 hours of production may be delivered in unrefrigerated vehicles that are covered. The vehicles must meet all the requirements listed in Section I, par. 2. Boxes shall be marked with the date of production with the vendor's name and address.

c. Chilled fresh shell eggs that are procured from food distributors shall be delivered in refrigerated vehicles and shall be delivered within 15 days from the date of packaging. Internal temperature of eggs at delivery must be 41°F (5°C) or below.

6. **BAKERY PRODUCTS:**

a. Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined.

b. Bakery products shall be delivered within 48 hours from the date of production. Frozen bakery products shall be delivered within 6 months from the date of production, (SL 12 months), and in a refrigerated truck with a temperature of 0°F (-18°C).

SECTION III. SPECIFIED ANCHORAGE DELIVERIES

1. Due to the special circumstances associated with anchorage deliveries, the following exceptions are authorized, but shall not relieve the contractor or the BPA holder of any other requirements in the Quality Assurance Provisions unless specifically listed below:

a. Dairy products may be delivered in non-refrigerated containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. When a refrigerated unit is not used, the dairy products shall be packed in special containers that hold multiple units of product (bi-wall/tri-wall boxes), with dry ice based on the product weight to maintain internal temperature of 41°F (5°C). The special container shall be packed to allow air circulation within. Dairy products shall be given the highest priority for loading/off-loading upon receipt.

b. FF&V may be delivered in unrefrigerated containers in the most expeditious manner to ensure the least amount of exposure to high temperatures.

c. Miscellaneous frozen products may be delivered in non-freezer containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. Frozen items shall be packed with dry ice based on the product weight to maintain frozen state. The special container shall be packed to allow air circulation within. Although slight temperature deviations may occur, proper packaging and sufficient quantities of dry ice shall preclude excessive temperature deviations and thawing. Any item showing sign of thawing shall be rejected.

2. Although special considerations are authorized in anchorage deliveries, no exceptions have been authorized or shall be accepted for reduced sanitary standards, including the sanitation of the vehicles, boats, and shipping containers. The reuse of containers to transport products with dry ice is authorized as long as the container is sanitary and serviceable.

3. No deviations to these Quality Assurance Provisions are authorized without prior written approval from the Contracting Officer and U.S. Army Veterinary Representative. Deviations shall be granted prior to quotes being accepted and only for the particular delivery in question.

APPENDIX A, PERISHABLE FOODS, TO ATTACHMENT 8 (QA PROVISIONS)

The following are requirements that apply to this contract:

PERISHABLE SUBSISTENCE COMPATABILITY GROUPS
(Extracted From DLAM 4145.12/ TM 38-400, April 1994)

Group 1

Temperature: 32° to 34°F (1° to 1°C).
Relative humidity: 90 to 95 percent.
Atmosphere: Normally used on berries and cherries only -10 to 20 percent CO_2.
Ice: Never in contact with commodity.

Note: Most members of this group not compatible with Group 6a or 6b because ethylene production by Group 1 can be high, and thus harmful to members of Group 6a or 6b.

Apples (except those varieties listed in Group 3)
Apricots
Berries (except cranberries) Cherries.
Figs (not with apples, danger of odor transfer to figs; also see Group 6a)
Grapes (not fumigated with surfer dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages).
Peaches
Pears
Persimmons Plums and Pomegranates
Quinces

Group 2

Temperature: 55^o to 65^oF(13° to 18°C)
Relative humidity: 85 to 95 percent.
Ice: Never in contact with commodity.
Avocados
Bananas
Eggplant {also see Group 5)
Grapefruit [1]
Guava
Limes
Mangoes
Muskmelons, other than cantaloupes
Casaba
Crenshaw
Honey Dew
Persian
Olive, fresh
Papayas
Pineapples {not with avocados, danger of avocados' odor absorption)
Tomatoes, green
Tomatoes, pink {also see Group 4)
Watermelons (also see Group 4 and 5)

Group 3

Temperature: 36° to 41°F (2°to 5°C).
Relative humidity: 90 to 95 percent: cantaloupes about 95 percent.

Ice: In contact with cantaloupes.
Apples (Grimes Golden and Jonathan (both, certain areas), Yellow Newton (California) and Mclntosh
Cantaloupes
Cranberries
Lemons [1] (use 50 to 55°F for more than a month)
Lychees (also see Group 4)
Oranges 1(Florida or Texas)
Tangerines

Group 4

Temperature: 40° to 45°F (4° to 7°C): beans 38° to 42°F (3° to 6°C).
Relative humidi1y: About 95 percent
Ice: Never in contact with commodity.
Beans snap
Lychees (also see Group 3)
Okra
Oranges [1] (California or Arizona)
Pepper; green (not with beans)
Pepper, red (if with green peppers, temperature adjusted toward top of range)
Squash, summer
Tomatoes, pink (also see Group 2)
Watermelons (also see Groups 2 and 5)

Group 5

Temperature: 50° to 55°F (10° to 13°C): ginger not below 55°F.
Relative humidity: 85 to 90 percent.
Ice: Never in contact with commodity.
Cucumbers
Eggplant (also see Group 2)
Ginger (not with eggplant, also see Group 7)
Potatoes (late crop)
Pumpkin and Squashes, winter
Watermelon (temperature adjusted for other members of the group; also see Groups 2 and 4),

Group 6a

This group, except for figs, grapes and mushrooms, is compatible with Group 6b
Temperature: 32° to34°F (0° to 1°C)
Relative humidity: 95 to 100 percent.
Ice: Never in contact with asparagus, figs, grapes, and mushrooms
Artichokes
Asparagus
Beefs, red
Endive and escarole
Figs (also see Group 1)
Grapes (not furnished with sulfur dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages)
Greens
Leek (not with figs or grapes)
Lettuce
Mushrooms
Parsley

Parsnips
Peas
Rhubarb
Salsity
Spinach
Sweet Corn
Watercress

Group 6b

This group is compatible with Group 6a, except for figs, grapes and mushrooms.
Temperature: 13°to 13°F (0° to l°C)
Relative humidity: 95 to 100 percent
Ice: Contact acceptable for all
Broccoli
Brussels sprouts
Cabbage
Cauliflower
Celeriac
Celery
Horseradish Kohlrabi
Onions green (not with rhubarb. Figs, or grapes; probably not with mushrooms or sweet corn)
Radishes
Rutabagas
Turnips

Group 7

Temperature: 5° to 65°F (13° to 18°C)
Relative humidity: 85 to 90 percent.
Ice: never In contact with commodity.
Ginger (also see Group 5)
Potatoes, early crop (temperatures adjusted for others)
Sweet Potatoes

Group 8

Temperature: 32°to 34°F (0° to 13°C)
Relative humidity: 65 to 70 percent.
Ice: never in contact with commodity.
Garlic
Onions dry

[1] Citrus fruits -Biphenyl fungicide may impart off odors to other commodities

The above information was extracted from Lipton, W.J. and J. M. Harvey, Compatibility of Fruits and Vegetables During Transport in Mixed loads, US Department of Agriculture Research Service, ARS51- 48 (September 1972).

Appendix B - CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD

Microbiological criteria for dairy products[1,2]

Product(s)	Standard Plate Count (SPC) (See notes 3&4)	Coliform count (See note 4)	combined yeast and mold count (See note 4)	Preliminary incubation count (See note 5)
Aseptically processed and packaged Milk and milk products	0 per ml (See notes 6&7)		0 per ml (See note 6)	0 per ml (See note 6)
Buttermilk and acidophilus milk			10 per gram	
Cottage cheese			10 per gram	10 per gram
Cream, sour cultured			10 per gram	10 per gram
Grade A pasteurized milk and milk products	20,000 per ml		10 per ml	200,000 per ml
Ice cream products, flavored, fruit and / or nuts	50,000 per gram		20 per gram	
Ice cream products, vanilla and plain flavored	50,000 per gram		10 per gram	
Frozen dessert mix:				
Vanilla flavor	50,000 per gram		10 per gram	10 per gram
other flavors	50,000 per gram		20 per gram	10 per gram
Yogurt, chilled			10 per gram	
Yogurt, frozen, plain			10 per gram	
Yogurt, frozen, flavored			20 per gram	
Yogurt, soft serve mix			10 per gram	

Notes:
1. Phosphates as specified in the PMO.
2. Products shall be free of antibiotic or pesticide residues or below the action levels established for such residues by the applicable Federal Regulatory Agency. Antibiotic residue testing shall be by the method described in the PMO. Examinations and test to detect adulterants, including pesticides, shall be conducted by methods recognized by the applicable Federal regulatory agency.
3. Not applicable to cultured products.
4. All counts are maximum allowed standards.
5. Samples must be received within 72 hrs of pasteurization. Preliminary incubation test is used as a determination of keeping quality.
6. Nonconformance's will be considered an imminent health hazard.
7. Either aerobic or anaerobic SPC.

Microbiological criteria for Environmental Swabs[1,2]

	Aerobic Plate Count (APC)	Coliform Count	
ATP (RLU) Counts			
Environmental swab	100 per 50 sq cm	10 per 50 sq cm	See Note 3

Notes:
1. Microbiological counts can be used as an index for evaluating the sanitation status of processing equipment and the facility.
2. All counts are maximum recommended limits.

3. Relative Light Units (RLU) are directly correlated to log cfu/sq cm . RLU maximum tolerances are dependent upon the manufacturer of the ATP bioluminescence reader. Follow manufacturer's instructions for RLU limits.

Microbiological criteria for Fish, fresh or frozen, including shellfish		
Counts[4]	m	M
Aerobic Plate Count (APC)	5,000 per gram	1,000,000 per gram
E. coli	10 per gram	500 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Vibrio parahaemolyticus [1]	10 per gram	100 per gram
Vibrio vulnificus[2,3]	Zero (0) Tolerance	
Salmonella[2]	Zero (0) Tolerance	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Used for oysters and fish designed to be consumed raw.
2. No viable pathogen in a 25 gram sample.
3. Limit is established as non-detectable depending on method used and detection limit.
4. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Fruit Juice, Fresh or Frozen				
	Standard Plate Count (SPC) [3]		Coliform count	Combined Yeast and Mold count
Product(s)	m	M		
Aseptically processed juice[1]	0		0	0
Pasteurized Juice[2]		20,000 per ml	20 per ml	200 per ml
Non-Pasteurized Juice[4]	50,000 per ml	100,000 per ml		

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Must be labeled as aseptically processed and process must be verified.
2. Must be labeled as pasteurized.
3. Plate count limits for juices, except for aseptically processed juice, are used as a quality indicator and may assist in determining keeping quality and/or shelf life.

4. Non-pasteurized juice is not approved for US Armed Forces Procurement.

Microbiological criteria for Kimchee [1,3,4]		
Counts [9]	m	M
Coliform (MPN)	10 per gram	
Clostridium perfringens	100 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Pseudomonas ssp [7]	200 per gram	
Streptococcus ssp [7]	10 per gram	
Listeria monocytogenes[8]	0	
Salmonella ssp[2,8]	0	
Vibrio ssp[5,8]	0	
Salt %	$\geq$ 2.5/wt	$\leq$ 3.5/wt
pH	$\geq$ 4.2	$\leq$ 4.7
Polygalacturonase [6]	Negative	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Products containing monosodium glutamate (MSG), nuts or nut oils must be labeled appropriately to reflect potential allergenic contents.
2. Only for varieties containing meat or poultry, sprouts, watercress or melon.
3. Varieties of Kimchee include, but are not limited to: Vegetables: winter, spring, cucumber, wrapped, Yolma, Chang, radish (Nabak), white (Pak), western-cabbage, pony-tail radish (Chonggak), eggplant, green onion, pumpkin, spinach, leek, green pepper; Chanachi: radish, green pepper, cucumber, garlic cabbage; Kaktagi: radish, radish and oyster Kaktuki; Tong Chimi;: radish tongchimi; Shikhae: chicken, andong, Alaskan Pollock shikhae.
4. All Kimchee products must be delivered and stored refrigerated with a definitive shelf life marked on each container.
5. Only for varieties containing fish or seafood ingredients.
6. Polyglacturonase activity is an indicator of overripening and spoilage, inferring the possible presence of Bacillus subtilus, Saccaromyces fragilis, Candida pseudotropicalis, Oospora lactis, Asperfillus ssp., and Penicillium ssp.
7. Excessive acidification may be due to high counts of these organisms; this is an indicator of very poor quality product.
8. Zero tolerance pathogens.
9. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Retail Ground Beef, Beef Trimmings, Ground Pork , Poultry (Chilled or Frozen)		
Counts	m	M

Aerobic Plate Count (APC)	100,000 per gram	1,000,000 per gram
Fecal Coliform	50 per gram	500 per gram
Total coliform	100 per gram	1,000 per gram
E. coli	10 per gram	< 110 per gram
Coagulase Positive Staph	<100 per gram	500 per gram
Salmonella species	Zero (0) Tolerance[1]	
E.coli O157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.

Microbiological limits for Sandwiches, Prepared Salads and Spreads, Bagged Salad, and Cut Vegetables [4]

Counts[3]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli most probable number (MPN)	3 per gram[2]	10 per gram
Coliform (fecal)	10 per gram	100 per gram
Yeast and mold count	200 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Campylobacter jejuni	Zero (0) Tolerance[1]	
Salmonella species	Zero (0) Tolerance[1]	
Listeria moncytogenes	Zero (0) Tolerance[1]	
E. coli 0157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that "M" are of marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. No viable pathogen in a 25 gram sample.
2. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
3. Products may not be examined for all microbial characteristics as listed above. Contact laboratory if specific tests are required.
4. Tuna, chicken, ham and egg salads are tested the same, regardless whether on bread or submitted in tubs, buckets or other retail containers.

Microbiological criteria for Soft Serve Ice (cream) Milk and Soft Serve Yogurt at the retail/user level[2]

Counts	m	M
Standard plat count [1]	50,000 per gram	250,000 per gram

Coliform	10 per gram	100 per gram
Combined Yeast & Mold		100 per gram

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
Standard Plate Count (SPC) does not apply to yogurt products.
Soft serve and Yogurt machines.

Microbiological limits for Tofu

Counts[2]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram coli (MPN)
<3 per gram	10 per gram	
Staphylococcus aureus	100 per gram	1000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
Yersinia entercoliticus[1]	Zero (0) Tolerance[1]	

Legend:
m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. Products may not be examined for all microbial characteristics as listed above.

Microbiological and Chemical criteria for Bottled Water[1] and Vending Machine Water[2] and Ice

Counts	m	M
Coliform	0 per 100 ml	
Coliform (bottled water)	0 per 250ml	
Heterotrophic Plate Count [5]	1000 per ml	100,000 per ml
Pseudomonas aeruginosa	Zero (0) Tolerance	
Flouride[2]		
Arsenic[2]		
Trihalomethanes[2]		
Chlorine[2]		
Dissolved Solids[4]		
Silver [3]	None Detectable	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Bottled water is tested IAW the specific limits set forth by the Code of Federal Regulations (CFR) and current Environmental Protection Agency (EPA) regulations.
2. Vending machine water requirements are from the Association of Food and Drug Officials Model Code, 1997; Ice standards are derived from the International Packaged Ice Association. These are the minimum tests required for Vending Machine water.
3. Current published regulatory limits apply.
4. Only those machines utilizing silver impregnated carbon filters. Dissolved solids measurements are for vending machines labeled "Purified".
5. Ice and water derived from well water or surface water sources marketed at retail have higher allowable HPC limits. See current guidelines established in the CFR.

Microbiological criteria for Retail/User level Pre-packaged Deli and RTE Products[4]					
Product(s)	APC[3]	Listeria spp.[2]	Salmonella[2]	Coliform[2]	E.Coli O157:H7
Luncheon Meats, frankfurters, Beef, poultry & pork	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance	
Cheese, soft and hard	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Pasteurized, liquid, frozen or Dried egg	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Pizza topping (meat & cheese)	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Dried meats sticks, jerky [1]	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance	

Notes:
1. Yeast and mold combined count should not exceed 100 /g.
2. No viable pathogen in a 25 gram sample. All counts are maximum allowable limits.
3. See Table Below for APC values in RTE Products.
4. Includes all like type/style products not otherwise listed.

Additional Microbiological limits for Commercial (Food Court Style) RTE Products[2,4]		
Counts	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli (MPN)	3 per gram [3]	10 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
E. coli 0157:H7[1]	Zero (0) Tolerance[1]	
Campylobacter jejuni	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. This table is primarily designed for hot food lines.
3. ≤ 10 per gram if using 3M Petri Film for E. coli counting.
4. Products may not be examined for all microbial characteristics when submitted. These values are primarily used when conducting food borne illness investigations and overall quality characteristics.

PART VI - Summary of Directory Listing Requirements

Federal Supply Class (*Note 1)	Listing Required	Listing Not Required
8905 (*Notes 2, 3)	All fish, meat, poultry, and shellfish, including: Buffalo meat. Fish, canned. Fish, fresh or fresh smoked, modified atmospheric packaged. Fish, fresh or frozen, packaged. Herring, pickled. Quail. Rabbits. Salmon, smoked. Squid.	Crabs, live. Crawfish, live. Fish, fresh or frozen, whole and/or eviscerated, head on or off, unscaled, unpackaged. Lobster, live. Shrimp, fresh or frozen, whole or head off.
8910 (*Notes 4, 5)	All dairy foods and eggs, including: Cream, sterilized. Creamer, coffee, dairy. Dairy soft serve mixes. Desserts/puddings, frozen. Egg nog, canned. Egg substitutes. Italian ices. Topping, real cream. Yogurt, fresh or frozen.	Chocolate drink mix, non-dairy. Powdered dairy mixes. Toppings, non-dairy.
8915 (*Note 7, 8)	All pre-cut pre-packaged minimum processed fresh fruits and vegetables. Kimchee. Mushrooms, whole and sliced. Salads, non-meat, with or without dressing (not USDA listed). Vegetable sprouts. Fruit juices and nectars, refrigerated.	All unprocessed fruits and vegetables. Olives. Fruit juices and nectars, shelf stable or frozen concentrate.
8920 (*Notes 6, 9)	Bakery and cereal products (baked and unbaked, fresh and frozen), specifically: Croissants. Doughnuts Egg roll wrappers. Flour and corn tortillas. Wet pasta (noodles). Pastries. Pies. Soft pretzels. Won ton wrappers. Filled bakery items.	All other bakery products, including: Bagels. Batter mix, dry. Biscuits, canned. Breads, rolls, and buns. Cake mix, dry. Cakes, unfilled. Cookie mix, chilled or dry. Cookies, unfilled. Crackers. Cupcakes, unfilled. Dough, frozen or chilled. Dumplings, frozen. English muffins.

		Flour. Fruitcakes. Melba toast. Muffins Pancake batter, frozen. Pancake/waffle mix. Pasta, dry (noodles). Pizza crust. Taco shells. Toaster pastries. Pie crusts, unfilled. Waffles, frozen.
8925		All confectionery, nuts, and sugars.
8930		All jams, jellies, and preserves.
8935		Bouillon and soups.
8940 (*Notes 2, 3, 4, 5, 10)	Dietary foods and specialty preparations, specifically: Fish, meat, poultry, dairy, egg, and shellfish products. Pickled eggs. Frozen dinners. Pudding novelties, frozen or chilled. Tofu.	All other dietary and specialty preparations, including: Baby formula, canned. Chips, nacho or potato. Creamer, coffee, imitation (non-dairy). Dips. Nacho cheese, canned. Nutri-why. Popcorn. Puddings, canned.
8945		Fats and food oils, including margarine
8950		All condiments and related products, including: Salad dressings. Mexican salsa)
8955		All cocoa, coffee, and tea.
8960	Beverages, nonalcoholic; specifically: Ice. Bottled water.	All other nonalcoholic beverages, including: Dry ice. Fruit drink mix containing no fruit juices.
8965		Non-MRE beverages, alcoholic.
8970 (*Note 2)	MRE food composite packages	Non-MRE composite food packages.
8975		All tobacco products.

*Notes:

1. For complete item listing within each class of the 8900 (subsistence) Federal Supply Class (FSC) Group, refer to Federal Supply Catalog C8900-SL, Stock List--FSC Group 89 Subsistence.
2. Meat and poultry establishments listed in the *USDA Meat and Poultry Inspection Directory* may serve as sources of meat and poultry items as indicated. These products must bear the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to meat or poultry inspection acts must also be Directory listed for those items.
3. Directory listing is not required for establishments on the Interstate Certified Shellfish Shippers List (ICSSL). Fish, fresh or fresh smoked, modified atmospheric packaged (when distributed in a chill state) must be Packed Under Federal Inspection (PUFI) by the USDC or listed specifically in this Directory. Establishments supplying other fish

products must be Directory listed unless listed by the United States Department of Commerce (USDC) in the *USDC Approved List of Fish Establishments and Products*.

4. Directory listing is not required for shell egg sources listed in the *Directory of Grading Offices and Plants Operating Under USDA Poultry and Egg Grading Programs*. Establishments listed in the *USDA Meat and Poultry Inspection Directory* for dried or liquid/frozen egg products may serve as sources for those products, as coded.
5. Establishments having a pasteurized milk compliance rating of 90 percent or higher, certified by a State milk sanitation officer, and listed in the *Sanitation Compliance and Enforcement Rating of Interstate Milk Shippers (IMS) List* may serve as sources of milk and milk products, as listed. Listing in this Directory is mandatory to serve as a source of other milk and milk products and/or frozen dessert items. Establishments listed in the *Dairy Plants Surveyed and Approved for USDA Grading Service* may serve as sources of manufactured or processed dairy products as listed by product code. Those operations denoted with "P" codes (packaging and processing) must be Directory listed when providing ungraded manufactured or processed dairy products.
6. Directory listing is not normally required for semiperishable and nonanimal origin ingredient sources for items such as ready-to-eat bakery products and ice cream.
7. Establishments processing ready-to-eat, chilled, and prepared non-meat salads (such as potato, egg, tuna, chicken, turkey, ham, bean, macaroni, or cole slaw) must be Directory listed.
8. Only pasteurized juices are authorized for purchase by the DOD.
9. Directory listing for natural and artificial cream or fruit filled pie crusts, cakes, and cookies is not required if the finished item will not support pathogenic microbial growth.
10. Establishments producing finished products containing less than 3 percent by weight components of animal origin may be exempted from Directory listing by the command publishing this Directory.

Attachment 12 - FLOATING LINE OF DEMARCATION SPECIFICATIONS

The following are Floating Line of Demarcation (FLD) Specifications used for this contract:

1. The Contractor shall provide a FLD to identify a restricted area in the water of approximately 330 feet (100 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. The FLD is to help identify a safe standoff zone.

2. The size of the FLD will depend on the class of ship. Pier side, the FLD should be positioned 330 feet (100 meters) fore and aft of the ship and 330 feet (100 meters) out into the water from the ship. If sufficient space is not available then the FLD will be positioned as far as possible from the ship. At anchorage, the FLD will be positioned 330 feet (100 meters) outside the swing radius of the ship.

3. There are two types of FLDs that are currently authorized.

3.1. Continuous Line FLD – If allowed by the Port, the Contractor shall provide a Continuous Line FLD per the specifications listed below.

3.1.1. The FLD must fully enclose ships at dockside or at anchorage. The FLD will have an Entry Control Point (ECP) where the FLD may be opened up when authorized watercraft require access to the ship. The Contractor will provide a boat and crew to open up and close the FLD at the ECP.

3.1.2. Specifications:

3.1.2.1. Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable ECP for access.Floatation devices positioned every meter on the line.

3.1.2.2. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing strobe lights (standing at least one meter high above the water) and positioned every 75 meters along the line.

3.1.2.3. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the FLD. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD intact at all times regardless of sea conditions. Failure of the system to remain in place may result in deductions to the invoice.

3.2. Buoy System FLD - This is an acceptable alternative to the Continous Line FLD requirement. Some Ports may require the buoys to be temporarily moved and replaced if a commercial ship requires the water space. Whether continuous line FLD or buoy system FLD is ordered and provided, billing shall be at the single rate specified in the Attachment 2 schedules for the ‘Floating Barrier/Line of Demarcation‘ under LLIN XX12AF.

3.2.1. The Contractor shall provide a Buoy System FLD per the specifications provided below.

3.2.2. The Contractor shall provide a Buoy System FLD to identify a restricted area around ships. The purpose of the Bouy System FLD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 100 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible on both ship and shore based radar. The Picket Boats will patrol outside of this visual reference. The Buoy System FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) workboats to tend to the Buoy System FLD at all times.

3.2.3. Provide the system with weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

Attachment 13 - PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

1. The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

2. The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

3. Ships at anchorage will normally require two Picket Boats.

4. The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate Lot Line Item in the contract.

5. The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

6. The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

7. The Picket Boat will meet the following requirements:

7.1. Licensed for commercial operations by local country Department of Transportation.

7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

7.4. If a deckhand crewmember is required, only qualified personnel are used.

7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

7.11.4. Portable Spotlight

Attachment 14 - SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

    1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

    1.2. Security guards may be provided through private security firms or through local police officials.

    1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

    1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

    1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pierside:

    2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

    2.2. All pierside guard services will be performed within the parameters of local Laws and Regulations.

    2.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

    2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

    2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

    2.6. The following equipment will be required as a minimum for each guard:

        2.6.1. Uniform as provided by contractor or authorities;

2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. ROEs Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats:

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2 If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3 The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4 As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

Attachment 15 - FUEL SPECIFICATIONS

The following are the Fuel Specifications for this contract:

SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	**Requirement**	**Text Method**
Appearance, @ 25ºC or ambient temperature whichever is higher	Clear, bright and free of vis particulates	D 4176 1/
Demulsification, @ 25ºC, minutes (max)	10	D 1401 2/
Density, @ 15ºC, kg/m^3 (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, ºC 50% point, ºC 90% point, ºC, (max) end point, ºC, (max) Residue º Loss, % vol., (max)	 Record Record 357ºC 385ºC 3.0	D 86 3/
Cloud Point, ºC, (max)	-1ºC	D 2500
Color, (max)	3	D1500
Flash Point, ºC, (min)	60ºC	D 93 4/
Particulate Contamination, mg/liter, (max)	10	D 5432 5/
Pour Point, ºC, (max)	-6ºC	D 97
Viscosity, @ 40ºCm mm^2/second	- 1.7 - 4.3	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100ml,	1.5	D5304 (R), D 2274 6/
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664
Aniline Point, ºC, (min)	60ºC	D 611
Ash, % wt., (max)	0.005	D 482
Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 7/
Corrosion, @ 100ºC, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min) Cetane Index, (min)	42	D 613 (R), D 976 8/
Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 26
Trace Metals, ppm, (max) Calcium Lead Sodium plus Potassium Vanadium	 1.0 0.5 1.0 0.5	D 3605 9/
Additive Names and Dosages	Record	

1. If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709, 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains visible sediment or particulate matter, but meets the requirement of 10 mg/1 (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.

2. The demulsification text shall be conducted in accordance with the following exceptions:

(a) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.

(b) The test temperature shall be 25ºC.

(c) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute.

3. As the end point of the distillation is approached, if either a thermometer reading of 385ºC or a decomposition point is observed, discontinue the heating and resume the procedure as directed in ASTM D 86.

4. The flash point value is the absolute and no value less than 60ºC is permissible.

5. A one-liter minimum sample shall be used.

6. ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours to 40 hours.

7. When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fuel, without the cetane improver.

8. Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified in Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.

9. Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of the inspection authority.

Minimum Requirements for Purchases of Commercial Distillate Fuels ((Navy) Marine Gas Oil) for Bunkers

The following minimum requirements have been established for use when buying fuel (gas oil - 100% distillate) from commercial sources when F76 is not available. Marine Gas Oil is not acceptable as cargo fuel on Navy Oilers.

TEST	**METHOD**	**REQUIREMENTS**
1. Cetane Number	ASTM D 613	45 min
or		
Cetane Index	ASTM D 976	45 min

Note: A cetane index of 41 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exce maximum of 338ºC. A cetane number of 40 or above, but less than 45, is acceptable provided the 90% Distillation Poi not exceed a maximum of 338°C.

2. Appearance @ 21ºC or ambient temperature (whichever higher)	Visual	Clear & Bright
or		
Water and Sediment	ASTM D 2709	0.05% max
3. Distillation. 90% Point	ASTM D 86	375ºC max
4. Flash Point	ASTM D 93	60ºC min

5. Pour Point	ASTM D 97	Report
6. Cloud Point	ASTM D 2500	-1.1ºC (30 °F)
7. Viscosity @ 40ºC	ASTM D 455	1.7 - 4.5 CST
8. Color	ASTM D 1500	3 max
9. Gravity	ASTM D 1298, D 287	Record
10. Carbon Residue	ASTM D 524	0.35% max
11. Ash	ASTM D 482	0.01% max
12. Sulfur	ASTM D 129, D 1552 D2622	1.00% max
13. Copper Corrosion	ASTM D 130	3 max

C16.23-2 COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC JAN 1998)

Offered product shall conform to the following requirements which are suitable for Marine Gas Turbine.

	TEST	METHOD	REQUIREMENTS
1.	Cetane Number	ASTM D 613	42 min
	or		
	Cetane Index	ASTM D 976	43 min

NOTE: A Cetane Number of 40 minimum, or a Cetane Index of 41 minimum, is acceptable provided the 90 Percent Distillation Point does not exceed a maximum of 338^{O}C.

2.	Appearance @ 21^{O}C or ambient temp. (whichever higher)	Visual	Clear & Bright
	or		
	Water & Sediment	ASTM D 2709	0.05 vol % max.
3.	Distillation, 90% point	ASTM D 86	357^{O}C max.
4.	Flash Point	ASTM D 93	60^{O}C min

NOTE: The flash point value is absolute and no value less than 60^{O}C is permissible.

5.	Cloud Point	ASTM D 2500	-1.1^{O}C (30^{O}F) max.

NOTE: Cloud Point results will be evaluated based upon bunkering location.

6.	Viscosity @ 40^{O}C	ASTM D 445	1.7 - 4.5 cst
7.	Color	ASTM D 1500	3 max.

NOTE FOR DOMESTIC ITEMS: This Color test requirement is deleted if red dye has been added in compliance with U.S. Environmental Protection Agency or Internal Revenue Service regulations; however, the resulting fuel/dye blend must have a red tint. It shall not be visually brown or darker in appearance.

8.	Density @ 15^{O}C	ASTM D 1298	876 kg/m^3 max.
9.	Carbon Residue on 10% bottoms	ASTM D 524	0.35 mass % max.

		ASTM D 189	
10.	Ash	ASTM D 482	0.01 mass % max.
11.	Sulfur	ASTM D 4294, ASTM D 1552, or ASTM D 2622	1.0 mass % max.
12.	Corrosion	ASTM D 130	3 max.
13.	Distillate Fuel (fuel shall contain no residual)	None	100%

C36 FUEL OIL, INTERMEDIATE, GRADES RMB-10 (IFO 60)/RME-25 (IFO 180)/RMG-35 (IFO 380) (DESC MAY 1997)

Product shall conform to ISO 8217:1996 or ASTM D 2069-91. Product conforming to ASTM D 2069-91 shall meet the following additional requirements:

REQUIREMENTS	**GRADE RMB-10 (IFO 60)**	**GRADE RME-25 (IFO-180)**	**GRADE RMG-35 (IFO 380)**	**GRADE TEST METHOD**
Density @15^{o}C, kg/m^{3}, max	981.0	991.0	991.0	ISO 3675/12185
Aluminum plus silicon, mg/kg, max	80	80	80	ISO 10478
Total Sediment, potential, %(m/m), max	0.10	0.10	0.10	ISO 10307-2

Attachment 16 - WATER TAXI SPECIFICATIONS

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxi specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated NAVSUP Fleet Logistics Center Yokosuka or its sites' Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor, the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including COMPACFLT.

5. COMSEVENTHFLT Specifications:

5.1. Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the respective countries. Notwithstanding compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

5.1.1. Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

5.1.2. Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

5.1.3. The following information shall be conspicuously posted in both English and (the appropriate foreign language):

5.1.3.1. Current Operator's/Captain's license and boat names.

5.1.3.2. Passenger/weight capacity limit notice.

5.1.3.3. Location of life jackets and other life saving equipment.

5.1.3.4. Location of all exits indicated in large letters.

5.1.3.5. Emergency procedures

5.1.4. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

5.1.5. Operation of the boat shall be in a safe and seaworthy manner.

5.1.6. The consumption of alcoholic beverages shall not be permitted aboard the boat.

5.2. Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by the respective countries for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

5.3. Security: During the term of this contract the ship(s) to be serviced (insert ship name if purchase order) agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

5.4. Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

5.5. Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

5.5.1. Hull

5.5.1.1. Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures.

5.5.1.2. Superstructure, including masts and stacks.

5.5.1.3. Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.

5.5.1.4. Provisions for drainage of sea water from exposed decks over the side and not into the bilges.

5.5.1.5. Access/egress points- adequacy of number and location.

5.5.2. Machinery

5.5.2.1. 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.

5.5.2.2. Main propulsion and auxiliary machinery essential to operation of boat.

5.5.2.3. Sea and bulkhead closure valves.

5.5.2.4. Bilge auction strainers and dewatering systems-bilge pump to be tested by operation

5.5.2.5. Bilges free of flammable liquids

5.5.3. Electrical

5.5.3.1. Cables.

5.5.3.2. Navigation, deck, and emergency lights.

5.5.3.3. Rotating electrical machinery; e.g., generators and motors --Storage batteries

5.5.4. Lifesaving equipment

5.5.4.1. Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.

5.5.4.2. Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.

5.5.4.3. First aid kits, life rings and distress lights.

5.5.4.4. Distress signaling devices

5.5.5. Fire fighting equipment

5.5.5.1. Fire pump - test by subjecting fire hose(s) to fire pump pressure.

5.5.5.2. Portable fire extinguishers.

5.5.5.3. Fixed systems, e.g., C02 cylinders.

5.5.6. Steering apparatus

5.5.7. Miscellaneous systems and equipment

5.5.7.1. Harbor charts.

5.5.7.2. Ground tackle and mooring lines.

5.5.7.3. Whistle/fog horn, bell.

5.5.7.4. Lighted compass.

5.5.7.5. Radar.

5.5.7.6. 2-way radio capable of Bridge-to-Bridge communications.

5.5.7.7. Current license.

5.5.7.8. Operator qualifications.

5.6. Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement-is that contained in paragraph 4.7 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

5.7. Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

5.7.1. Safety of operations. Insure the following are present and in working condition:

5.7.1.1. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.

5.7.1.2. Fire extinguishers sufficient for the size of the vessel operated.

5.7.1.3. Radio (with battery backup) capable of Bridge-to-Bridge communications.

5.7.1.4. Anchor/chain sufficiency for the size of the vessel operated.

5.7.1.5. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

5.7.2. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:

5.7.2.1. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

5.7.2.2. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.

5.7.2.3. Ensure no bare or exposed electrical wires or connections are located in the passenger area.

5.7.2.4. Validate that sufficient unobstructed exits are present and marked in English.

5.7.2.5. Verify that no missile hazards, gear adrift, or trip hazards exist.

5.7.3. The following shall be conspicuously displayed, in English:

5.7.3.1. Passenger/weight capacity.

5.7.3.2. Location and number of life jackets.

5.7.3.3. Location of life saving equipment.

5.7.3.4. Locations of exits (if not obvious).

5.8. Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the

deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

5.9. If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

Attachment 17 - REQUEST FOR SANITARY INSPECTION

SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
NAVSUP Fleet Logistics Center Yokosuka, Site Singapore
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD, BLDG 7-2
SINGAPORE 759657

Dear Sir:

We are interested in supplying (e.g. specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

Attachment 18 - NATIONAL PRIMARY DRINKING WATER REGULATIONS (NPDWR) TREATED WATER QUALITY STANDARDS

1. Contaminant levels for inorganic chemicals (effective 1 January 1993)

CONTAMINANT	*MCLG (mg/L) [1]*	*MCL (mg/L)*	*AL (mg/L [2])*
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0		.015 [4]
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
TOTAL NITRATE AND NITRITE (AS N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE :	4	4	

(1). Maximum contaminant level goal (MCLG). The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are nonenforceable health goals.

(2) Action level (AL). Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90^{th} percentile" level is greater than 0.015 mg/L).

2. Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 - DICHLOROETHANE	0	0.005
1,1 - DICHLOROETHYLENE	0.007	0.007
PARA - DICHLOROBENZENE	0.075	0.075
1,1,1 - TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.6
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 - DICHLOROPROPANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES (TOTAL)	10	10

3. Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) effective 01 January 1993))

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3- CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S (AS DECACHLORBIPHENYL)	0	0.0005
ALDICARB	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10[(1)]

[(1)]. The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

4. Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites that are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Reference (d) contains sampling requirements for the Navy public water system.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Autoanalysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the multiple-Tube Fermentation (MTF) Technique, and the membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use is included in reference (1).

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, except where the State waives this requirement on a case-by-case basis.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the State may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before, unless the MCL has been violated and the system has notified the State (in which case the State may reduce or eliminate the requirement to take the remaining samples).

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms. Or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements that apply when a sample is fecal coliform-positive.

5. Turbidity The MCL for turbidity applies to both community water systems and noncommunity water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at State option).

b. Five turbidity units (maximum) average for 2 consecutive days.

c. These requirements apply to filtered systems until 29 JUNE 1993. The requirements apply to unfiltered systems that the State has determined, in writing, must install filtration until 29 June 1993 or until filtration is installed whichever is later. After the above dates, consult the latest edition of 40 CFR 141.

6. The MCL for Radiological Contaminants are:

Gross alpha particle activity including radium 226 but excluding radon and uranium . . . . . .15 pCi/L
Combined radium-226 and radium 228 . . .. .5 pCi/L
Tritium . . . . .20,000 pCi/L
Strontium-90. . . . . 8 pCi/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

7. Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

Attachment 19:Host Nation Port Fees Agreements SEVENTH Fleet AOR

General(all countries): United States military aircraft, warships, and auxiliaries (including USNS vessels, afloat pre-positioned force ships, and United States flagged, time-chartered vessels) will not pay taxes, tariffs, fees, or duties in foreign ports. In all cases, the U.S. will be liable to pay for specific services rendered at their request.

Additional country-specific language: Additionally, for the following countries, the described fees, dues, use charges will not be paid by the U.S.:

1. Australia

a. For the United States Armed Forces, use of **public services and facilities** owned, controlled or regulated by the Australian government or its instrumentalities, the terms of use, including charges, shall be no less favorable than those available to other users in like circumstances unless otherwise agreed.

b. The United States government will not pay for landing charges for the use of aircraft in any airport in Australia.

c. United States government will not pay toll charges, including light and harbor dues, for the use of port facilities owned, controlled or regulated by the Australian Government, nor shall such vessels be subject to charges, therefore, at these ports.

d. Chapeau Agreement – 1 Dec 1995 (Paragraph 5): In regard to the provision of logistics support, each Party shall provide, upon request and subject to availability, food, water, billeting, transportation, petroleum, oils, lubricants, clothing, communications services, medical services, ammunition, storage services, training services, repair and maintenance services, spare parts and components, access to and use of facilities, base operations support (including construction incident thereto), airfield and port services, as reflected in written arrangements between our national defense organizations. The furnishing of such support shall create a corresponding obligation to provide cash reimbursement, replacement in kind, or replacement of equal value, which shall be discharged, as may be set forth in a written arrangement. Payment, if required, for the provision of such logistics support, shall be calculated upon such terms as are most favorable to the recipient under the national laws of the providing Party.

2. Brunei. The United States government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for vehicles, vessels and aircraft operated by or for the United States Armed Forces.

3. Diego Garcia. The United States government will not pay for the use of anchorage or airfields at Diego Garcia for aircraft and ships owned or operated by or on behalf of the Government of the United States (Collection of dues and charges for use of the anchorage and airfields at Diego Garcia which may be levied by the Commissioner shall be his responsibility).

4. Timor Leste. The United States government will not pay landing, navigation, overflight or parking charges, port and pilotage fees, or overland transit fees for vehicles, vessels, and aircraft owned or operated by or for the U.S. Armed Forces while in the Democratic Republic of Timor-Leste.

5. Japan. The United States government will not pay for tolls, fees or landing charges for vessels, vehicles, and aircraft operated by, for, or under the control of the United States for official purposes.

6. Republic of Korea. The United States government will not pay for tolls, fees or landing charges for vessels, vehicles, and aircraft operated by, for, or under the control of the United States for official purposes.

7. Malaysia. The United government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, while in Malaysia.

8. Micronesia and Marshall Islands. The United States government will not pay taxes, fees or other charges associated with the movement of United States Armed Forces aircraft, vessels and vehicles in the Marshall Islands and the Federated States of Micronesia, including access to and use by them of defense sites, ports, harbors and air-fields. However, the United States government will pay for specific services rendered at their request, including materials received at their request in connection with the use of ports, harbors and airfields in the Marshall Islands and the Federated States of Micronesia.

9. Mongolia. The United States government will not pay for navigation, landing, parking or overflight charges, or tolls or other use charges, while in Mongolia.

10. Palau. The United States government will not pay taxes, fees or other charges associated with the movement of United States Armed Forces aircraft, vessels and vehicles in Palau, including access to and use by them of defense sites, ports, harbors and airfields. However, the Armed Forces of the United States and United States contractors will pay for specific services rendered at their request, including materials received at their request in connection with the use of ports, harbors and airfields in Palau.

11. Papua New Guinea. The United States government will not pay for landing or port fees, navigation or overflight charges, including light and harbor duties, for vehicles, vessels and aircraft operated by or for the United States Armed Forces while in Papua New Guinea.

12. Republic of the Philippines. The United States government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for vehicles, vessels and aircraft operated by or for the United States Armed Forces while in the Philippines.

13. Russia. The United States government will not pay for landing fees, navigation charges, port charges, tolls and similar charges by the Russian Federation, or any subdivision thereof, for the access and movement of aircraft and vessels operated by or for the Government of the United States of America in connection with United States assistance programs in the Russian Federation.

14. Western Samoa. The United States government will not pay for landing or port fees, navigation or overflight charges, or tolls or other charges, including light and harbor dues for United States Armed Forces vessels, vehicles, and aircraft while in Western Samoa.

15. Singapore. The United States government will not pay for landing fees, port dues, customs inspection fees, navigation or overflight charges, or any other charges for United States Armed Forces vehicles, vessels, and aircraft by Singapore which do not constitute fair and reasonable compensation for services requested and received.

16. Solomon Islands. The United States will not pay for landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues for United States Armed vehicles, vessels and aircraft while in Solomon Islands.

17. Tonga. The United States will not pay for landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for United States Armed Forces vehicles, vessels, and aircraft while in Tonga.

Attachment 20:Government Material Available for Use

Table 1 lists the type and location of Government Material available, at the time of contract award, for use in meeting requirements. The order of priority for use of this material is described in the Performance Work Statement paragraph 10.g. The Government provides no warranty that the Government Material listed in Table 1 will be available or usable throughout the period of performance of this contract. Use of this material is intended as a cost-saving measure for the Government where suitable material is available free of charge or at reduced prices to meet contract requirements. Material available from the Host Nation is annotated on the Attachment 2 pricing schedules where this information is available.

Table 1

Country	Port	Material Available	Comments
Japan	Fukuoka	fenders and brows	CFAS Sasebo
Japan	Kagoshima	fenders and brows	CFAS Sasebo
Japan	Miyazaki	fenders and brows	CFAS Sasebo
Japan	Nagasaki	fenders and brows	CFAS Sasebo
Japan	Oita	fenders and brows	CFAS Sasebo
Japan	Shimizu	fenders and brows	CFAY Yokosuka
Japan	Shimoda	fenders	CFAY Yokosuka
Japan	Shimonoseki	fenders and brows	CFAS Sasebo
Japan	Tokyo	fenders and brows	CFAY Yokosuka
Korea	All	2.5 x 3.5M fenders	see schedule comments
Korea	All	40',60',70' brows	see schedule comments
Korea	All	shore power cables	see schedule comments
Korea	Chinhae	fenders and brows	CFAC Chinhae
Singapore	Changi	20 ft brow platform	belong to NRCS
Singapore	Changi	40 ft brow	belong to NRCS
Singapore	Changi	50 ft brow	belong to NRCS
Singapore	Changi	60 ft brow	belong to NRCS
Singapore	Changi	fresh water coupler	belong to NRCS
Singapore	Changi	Potable water hoses	belong to NRCS
Singapore	Changi	Shore Power cables	belong to SUBGRU
Singapore	Changi	Shore Power cables	belong to NRCS
Singapore	Changi	Submarine flyaway kit	belong to SUBGRU
Singapore	Changi	Telephone pier adapters	belong to NRCS
Singapore	Changi	Expeditionary Security Barrier	to be used in lieu of line of demarcation

CONTRACT ADMINISTRATION PLAN

WESTPAC & INDIAN OCEAN REGIONAL HUSBANDING LOGISTICS SERVICES

PROGRAM TITLE: Western Pacific (WESTPAC) and Indian Ocean Regional Husbanding Logistics Services for U.S. Naval Forces

DESCRIPTION OF PROGRAM: This requirement is for regional husbanding logistics services to support U.S. Naval forces and other U.S. Government agencies in WESTPAC and Indian Ocean (excluding U.S. Territories). The program covers four separate and distinct regions: South Asia, Southeast Asia, Australia/Pacific Islands, and East Asia. This is an indefinite-delivery indefinite-quantity (IDIQ) contract and task orders will be issued by authorized ordering officers or NAVSUP Fleet Logistics Center Yokosuka or its sites' contracting officers.

PROCURING CONTRACT OFFICE: NAVSUP Fleet Logistics Center Yokosuka, PSC 473 BOX 11, FPO AP 96349-0011

CONTRACT ADMINISTRATION OFFICE: NAVSUP Fleet Logistics Center Yokosuka, Site Singapore

Note: Prior to award of regional contracts, Contracting Officer Representatives (CORs) will be assigned to specific contracts, ports, and/or countries. Additionally, 30 days after award, Administrative Contracting Officers (ACOs) will be assigned.

PAYING OFFICE: Payment will be made either by the ship's disbursing office or the Defense Finance Accounting Service in Yokota. Individual task orders will identify the office making payment.

1. PURPOSE: The purpose of this Contract Administration Plan (CAP) is to:

- Identify key contract administration milestones
- Provide a consistent and uniform approach through the WESTPAC and the Indian Ocean for monitoring performance requirements
- Identify key roles and responsibilities
- Outline the ordering and invoice processes
- Outline the cost reporting process
- Outline the past performance documentation process

2. CONTRACT ADMINISTRATION MILESTONES:

Event	Milestone Date	Government Person Responsible
1. Provide minimum IDIQ funds for award	90 days before award	Fleet
2. Write COR's designation	Prior to Award	Contracting Officer

letter		
3. Award contracts	Award date	Contracting Officer
4. Write ACO's designation letter	30 days after award	Contracting Officer
5. Prepare funded delivery orders	When service required	Authorized Ordering Officer or Contracting Officer
6. Establish schedule with contractor of actions and deliverables	30 days after award	COR or Contracting Officer
7. Hold post-award orientation meeting	30 days after award	Contracting Officer and COR
8. Obtain contractor's schedule of any actions during phase-in	45 days after award	Contracting Officer and COR
9. Schedule quarterly performance meetings & notify participants	45 days after award	Contracting officer and COR
10. Provide quarterly and semi-annual input for performance assessments (i.e., QASP/CPARS)	45 days after award	Fleet, COR, Contractor, Contracting Officer
11. Notify COR/Contracting Officer of need to exercise option for additional service periods	60 days prior to the end of an option period	Fleet
12. Notify contractor of intent to exercise option	45 days prior to the end of an option period	Contracting Officer
13. Option exercised, if appropriate	30 days prior to end of option period	Contracting Officer
14. Document contractor performance for past performance purposes (i.e., CPARS)	Semi-annually after contract award	COR, Contracting Officer
15. Close-out contract file	180 days after contract complete	Contracting Officer

3. MONITORING CONTRACTOR PERFORMANCE: Contract performance will be monitored and feedback provided in accordance with the Quality Assurance Surveillance Plan (QASP) and Contractor Performance Assessment Reporting System (CPARS). The contract contains negative incentives if metric goals, as identified in the QASP, are not achieved. Documentation of performance through the QASP will be performed on a quarterly basis and the CPARS will be performed on a semi-annual basis.

The QASP will monitor the following areas:

- Adherence to Port Visit Cost Reporting
  - Timeliness of cost estimates received
  - Timeliness of final cost estimates
  - Cost reporting submittal accuracy and completeness
  - Maintenance and accuracy of contractor online pricing application

- Fair and Reasonable Pricing for Non-Contract Items
  - Competition promoted to the maximum extent
  - Documentation of reasonableness
  - Maintenance and accuracy of contractor online pricing application

- Customer Satisfaction
  - Ship's satisfaction with contractor services
- Cost Savings

CPARS will monitor performance in the following areas:

- Quality of Product or Service
  - Are reports/data accurate?
  - Does the product or service provided meet the specifications of the contract?
  - Does the contractor's work measure up to commonly accepted technical or professional standards?
  - What degree of Government technical direction was required to solve problems that arise during performance?

- Schedule
  - Assess the timeliness of the contractor against the completion of the task orders, milestones, delivery schedules, and administrative requirements
  - This assessment of the contractor's adherence to the required delivery schedule should include the contractor's efforts during the assessment period that contributes to or affect the schedule variance.

- Cost Control
  - Does the contractor keep within the estimated costs?
  - Did the contractor do anything innovative that resulted in cost savings?
  - Were invoices accurate, complete and timely?

- Business Relations
  - Is the contractor oriented toward the customer?
  - Is interaction between the contractor and the government satisfactory or does it need improvement?
  - Address the timeliness of awards to subcontractors and management of subcontractors, including subcontract costs. Consider efforts taken to ensure early identification of subcontract problems and the timely application of corporate resources to preclude subcontract problems from impacting overall prime contractor performance.

  - Assess the prime contractor’s effort devoted to managing subcontracts and whether subcontractors were an integral part of the contractor’s team.

- Management of Key Personnel
  - How well did the contractor match the qualifications of the key position, as described in the contract, with the person who filled the key position?
  - Did the contractor support key personnel so they were able to work effectively?
  - If a key person did not perform well, what action was taken by the contractor to correct this?
  - If a replacement of a key person was necessary, did the replacement meet or exceed the qualifications of the position as described in the contract schedule?

4. ROLES AND RESPONSIBILITIES: The following outlines the major roles and responsibilities for contract administration purposes.

Contracting Officer: Contracting officers assigned to this contract are responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, safeguarding the interests of the United States in its contractual relationships.

In order to perform these responsibilities, contracting officers assigned to this contract are allowed wide latitude to exercise business judgment. Contracting officers must:

- Ensure that the requirements of the pertinent laws, regulations, etc., have been met;
- Ensure that sufficient funds are available for obligation;
- Ensure that contractors receive impartial, fair, and equitable treatment; and
- Request and consider advice of specialists in audit, law, logistics, transportation, and other fields, as appropriate.
- Make fair and reasonable determinations for all non-priced line items with an extended value greater than $25,000.
- Notify the Ordering Activity when quoted prices cannot be determined fair and reasonable.

Contracting officers must also perform the actions required for the business relationship:

- Interpreting and implementing diverse contract terms and conditions;

- Analyzing costs;
- Issuing changes and negotiating modifications to the contract; and
- Organizing and coordinating efforts of all the functional specialists who comprise the contract administration team.
- Monitor timeliness of required reports from the HS Contractor (e.g. pre-arrival cost estimates);
- Determine whether there is sufficient rationale to add previously ordered, non-priced items to the contract as fixed prices;
- Monitor contract performance data and track performance metrics as required by the QASP;
- Annually assess the HS Contractor's performance in the Contractor Performance Assessment Reporting System (CPARS).

Contracting Officer Representatives (CORs): Various CORs may be assigned to this contract. The responsibilities of the CORs are:

- Monitoring contract performance on behalf of the contracting officer;
- Monitor compliance with the terms and conditions of the contract;
- Providing technical advice/recommendations/clarifications of requirements to the ship;
- Coordinating LOGREQ information;
- Working with database information;
- Liaison between the ships and contractor;
- Informing the contracting officer of performance problems;
- Furnishing the contracting officer of conference report;
- Coordinating with the contracting officer corrective actions, when necessary;
- Coordinating with the contracting officer on the content of any contractually significant correspondence addressed to the contractor;
- Monitoring financial management controls;
- Reviewing contractor invoices, when requested;
- Assembling the documentation for quarterly QASP reviews and semi-annual CPARS; and
- Maintaining a file system.
- Review LOGREQs and provide feedback to the Ordering Officer;
- When requested, assist the Ordering Officer with invoice reconciliation;
- Submit a quarterly report to the Contracting Officer which addresses HS Contractor performance concerns.

NOTE: The COR is not an administrative contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the performance work statement (PWS) in the contract. When in the opinion of the contractor, the COR requests effort outside the existing scope of the contract, the contractor shall promptly notify the contracting officer in writing. No action shall be taken by the contractor under such direction, until the contracting officer has issued a modification to the contract, or until the issue is resolved.

Ordering Officers: The contract allows U.S. Navy Supply Officers assigned to a ship or and other designated personnel authorized in the contract to place task orders off the contract as ordering officers. The responsibilities of the ordering officers are as follows:

- Issuance of delivery/task orders;
- Obligating funds when issuing task orders;
- Authorize performance;
- Complying with ordering procedures;
- Bring to the attention of the contracting officer or COR any significant deficiencies with respect to contractor performance, deliveries, or actions which might jeopardize contract performance;
- Notify the contracting officer or COR if the contractor is of the opinion the task order is deficient or beyond the scope of the basic contract;
- Monitoring services of the contractor;
- Providing feedback on contractor performance;
- Notifying the contracting officer when cost estimates are not provided in a timely manner;
- Notifying the contracting officer of invoice discrepancies or overcharges; and
- Maintaining contractual records of task orders.
- Make fair and reasonable determinations for all non-priced items with an extended cost of less than $25,000;
- Review contractor invoices prior to payment;
- Arrange for payment of finalized invoices prior to departure.

Prohibitions: The COR and ordering officers are prohibited from:

- Modifying any of the stated terms of the contract;
- Taking any action, either directly or indirectly, that could result in change in pricing, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the basic contract;
- Direct the accomplishment of effort which would exceed the scope of the basic contract and delivery/task order;
- Taking action with respect to termination, except to notify the contracting officer that the action is desired;
- Giving guidance to the contractor, either orally or in writing, that might be interpreted as a change to the scope of the terms of the contract; and
- Directing the contractor to begin work prior to the order date.

5. ORDERING AND INVOICE PROCESS: Task orders for husbanding services are normally provided by the ship's Supply Officer with contracting authority delegated through the Type Commanders (TYCOMs). In unique instances, the Contracting Officer may issue task orders on behalf of the ships for husbanding services. Task orders relating to Operations Other Than War (OOTW) will normally be issued by a warranted contracting officer.

For husbanding services, the ship provides a Logistics Requisition (LOGREQ) through as a Naval Message to the organizations responsible for coordinating the order (e.g., NAVSUP Fleet Logistics Center Yokosuka or its sites' Logistics Support Center (LSC) and Defense Attaché Office (DAO)) with the husbanding contractor. The COR (within the LSC) will pass the LOGREQ to the Contracting Officer for review and feedback on possible contractual issues/concerns. The COR will review the LOGREQ for quality and cost saving recommendation purposes and provide information back to the ship. The COR will also pass the LOGREQ on to the husbanding contractor on behalf of the ship. Once the husbanding contractor receives the LOGREQ, the husbanding contractor will provide a cost estimate to the Contracting Officer, and ship. The COR and contracting officer will review the cost estimate to ensure items are priced in accordance with the contract. In cases where ships visit non-priced ports or is ordering non-priced items, the Contracting Officer will be responsible for negotiating these items when it is outside the contracting authority of the Ship's Supply Officer(using the online pricing application). The COR will notify the ship of the results of the negotiated prices. The goal is the timely resolution of all pricing issues prior to the port visit. If prices are not negotiated prior to the visit, prices need to be negotiated before the the non-priced services are provided. If there are any disputes regarding the prices,

the Contracting Officer has the responsibility to resolve the issue. Once the Contracting Officer determines the resolution, the COR will inform the ship of what actions are required for payment purposes.

For husbanding services, invoices shall be submitted to the ship's Supply Officer and payment will normally be made by the ship's disbursing office prior to the ship's departure. In instances where there is a dispute or invoices can not be paid by the ship's disbursing office, invoices will be submitted to the contracting officer and payment will be made by DFAS Yokota. For OOTW task orders, a warranted contracting officer will negotiate and issue the orders and invoices will normally be paid out of DFAS Yokota. In all cases, the contractor is responsible for reporting all expenditures under the contract through the LogSSR and online pricing application.

6. COST REPORTING PROCESS: The Contractor is responsible for fully participating in the execution of the LogSSR and online pricing application. Requirements for these reports are contained in Attachment (8) and quality monitoring procedures are outlined in Attachment (10) QASP.

7. PAST PERFORMANCE DOCUMENTATION PROCESS: The COR and contracting officer will be responsible for documenting past performance through the CPARS system. There will be one final record annually, with an interim review every six months. The COR will be responsible for collecting and forwarding relevant past performance information to the contracting officer. CPARS records will be forwarded to the contractor for review and an opportunity to provide any feedback on negative performance documented in the record.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00010	29-Sep-2013	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC YOKOSUKA CODE 330 IT DIRECTOR PSC 473 BOX 11 FPO AP 96349-0011	N62649	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0017
	X	10B. DATED (SEE ITEM 13) 23-Jun-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Per FAR 52.212-4 (m) – Termination for Cause
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzwnm011321195

This modification confirms the termination for cause notice that was separately sent to GDMA by CDR Axinto, Director of Contracting, NAVSUP FLC Yokosuka.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
_____ (Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 01-Oct-2013

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00009	16-May-2013	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0017
	X	10B. DATED (SEE ITEM 13) 23-Jun-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nysjll011312936

1. The purpose of this modification is to exercise Option Year II of the above contract for Husbanding Services Region 3 in accordance with FAR 52.217-9.

2. As a result of this modification, the estimated total contract value is increased from US$12,883,438.00 by US$6,441,719.00 to a new estimated total of US$19,325,157.00.

3. The period of performance of the option period is from 24 July 2013 through 23 July 2014.

For the purpose of electronic distribution, the signed modification by GDMA on 17 May 2013 is hereby incorporated by reference.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6), (b)(7)(C) SUPERVISORY CONTRACT SPECIALIS TEL: (b)(6), (b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY (b)(6), (b)(7)(C) (Signature of Contracting Officer)	17-May-2013

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $6,441,719.00 from $12,883,438.00 (EST) to $19,325,157.00 (EST).

The order period end date has changed from 23-Jul-2013 to 23-Jul-2014.

SUPPLIES OR SERVICES AND PRICES

CLIN 2003

The option status has changed from Option to Option Exercised.

SUBCLIN 2003AA

The option status has changed from Option to Option Exercised.

SUBCLIN 2003AB

The option status has changed from Option to Option Exercised.

SUBCLIN 2003AC

The option status has changed from Option to Option Exercised.

SUBCLIN 2003AD

The option status has changed from Option to Option Exercised.

SUBCLIN 2003AE

The option status has changed from Option to Option Exercised.

SUBCLIN 2003AF

The option status has changed from Option to Option Exercised.

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to CLIN 2003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC

POP 24-JUL-2013 TO 23-JUL-2014	N/A	N/A FOB: Destination

The following Delivery Schedule item has been added to SUBCLIN 2003AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2013 TO 23-JUL-2014	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 2003AB:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2013 TO 23-JUL-2014	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 2003AC:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2013 TO 23-JUL-2014	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 2003AD:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2013 TO 23-JUL-2014	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 2003AE:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2013 TO 23-JUL-2014	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 2003AF:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2013 TO 23-JUL-2014	N/A	N/A FOB: Destination	

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00008	02-Apr-2013	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0017
	X	10B. DATED (SEE ITEM 13) 23-Jun-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: nysjll011310074

1. This modification is issued to include LCS Class I Type vessels which were inadvertently deleted from the contract during modification P00002.
2. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
_____ (Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 02-Apr-2013

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

ATTACHMENTS

INDEX OF ATTACHMENTS

(1) Ship Types
(2) Schedule of Supplies/Services and Prices
    a. Region 1 – South Asia
    b. Region 2 – Southeast Asia
    c. Region 3 – Australia and the Pacific Islands
    d. Region 4 – East Asia
(3) Historical Data for Ship Visits
(4) Past Performance Matrix
(5) Past Performance Reference Information Sheet
(6) Performance Work Statement (PWS) for Husbanding Services
(7) Performance Work Statement (PWS) for Force Protection
(8) Performance Work Statement (PWS) for Cost Reporting
(9) Performance Work Statement (PWS) for Operations Other Than War (OOTW) and Logistical Support
(10) Quality Assurance Surveillance Plan (QASP)
(11) Quality Assurance for Provisions
(12) Floating Line of Demarcation (FLD) Specifications
(13) Picket Boat Operations and Specifications
(14) Security Guard Operations
(15) Fuel Specifications
(16) Water Taxi Specifications
(17) Request for Sanitary Inspection
(18) National Primary Drinking Water Regulations and Treated Water Quality Standards
(19) Unclassified Host Nation Agreements
(20) Government Material Available for Use

ATTACHMENT 1
SHIP CLASSIFICATIONS (DESCRIPTION OF SHIPS BY CLASS AND TYPE)

SHIP TYPES
U.S. NAVY AND COAST GUARD SHIPS
LISTED BY SCHEDULE PRICING CLASSES

Class I **U.S. Navy**	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew
SSBN 726-743	36(11)	560(171)	42(10)	18,750	155
SSN 21-22	35(11)	353(107)	40(12)	9,297	133
SSN 642	32(10)	425(130)	33(10)	8,382	120
SSN 683, 686	29(9)	300(91)	32(10)	4,715	107
SSN 688, 690, 691, 698-701,705-711, 713-725, 750-773	32(10)	360(110)	33(10)	7,011	129
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45

Class I **U.S. Coast Guard**	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew
WAGB-10-11	28	399	84	13,194	139
WHEC 715-725		378	43	3,250	167
WIX 327		295			200

CLASS I	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew
T-ATF	16(5)	196(60)	39(12)	1,675	24
ATS	15(5)	283(86)	50(15)	3,117	102

Class IA **U.S. Navy**	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew
AGSS 555		152		27	
PC 2-13	8	170	25	334	28
PC 14	9	179	25	387	28

Class IA **U.S. Coast Guard**	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew
WLM 551-564	8	175	36	845	18
WLM 540		133			24
WPB 1301-1349		110	21	154	16
WPB 87301-87319		87	20		10
WPB 82312, 82333, 82336, 82338-82339, 82342-82344, 82347, 82349, 82352-82353, 82355-82356, 82358, 82360, 82366, 82368, 82372, 82374-82375		82	17	68	10

Class IB **U.S. Navy**	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew

ARS 50-53	17(5)	225(69)	51(16)	3,335	100
MCM 1-14	12(4)	224(68)	39(12)	1,333	84
MHC 51-62	10(3)	188 (57)	36(11)	907	51

Class IB	Draft	Length	Beam	Disp.	Maximum
U.S. Coast Guard	ft(mt)	ft(mt)	ft(mt)	tons	Crew
WMEC 901-913		270			100
WLB 201-205	13	225	46	2,000	40
WMEC 615-630		210	34	1,000	75
WLB 277, 290-291, 297, 301-302 306-309, 388-389, 392, 394, 395, 397, 401-402, 404-407	13	180	37	1,025	49

Class II	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
CG 47-73	31(10)	567(173)	55(17)	9,754	364
DD 963-973, 975, 977, 978, 980-982, 985, 987-989, 991, 992, 997	29(9)	563(172)	55(17)	10,059	382
DDG 51-78	33(10)	466(142)	59(18)	8,433	323
FFG 8, 9, 12-15, 19, 28, 29, 32, 33, 36-43, 45-61	25(8)	445(134)	45(14)	4,166	300

Class II	**DRAFT FT(MT)**	**LENGTH FT(MT)**	**BEAM FT(MT)**	**DISPLACEMENT TONS**	**MAXIMUM CREW**
AE 21-25	29(9)	512(156)	72(22)	17,500	316
T-AE 26-35	26(8)	564(172)	81(25)	20,500	225
TAF	29(9)	502(153)	72(22)	15,540	200
T-AFS	24(7)	581(177)	79(24)	16,500	225
AO	35(11)	640(195)	86(26)	40,000	300
TAO	35(11)	640(195)	86(26)	40,000	150
AOR	33(10)	659(201)	96(29)	38,100	345

Class III	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
AGF 3	23(7)	522	84(26)	13,634	665
AGF 11	23(7)	569	84(26)	16,405	1,353
AOE 1-4, 6-8, 10	39(12)	793(238)	107(32)	53,850	600
AS 39-40	29(9)	644(193)	85(26)	23,870	1,363
LCC 19-20	27(8)	634(190)	108(32)	19,177	842
LPD 4-10, 12-15	23(7)	570(171)	84(26)	17,273	1,320
LSD 36, 38, 39	19(6)	553(169)	85(26)	14,225	688
LSD 41-48	20(6)	609(186)	84(26)	16,195	515
LSD 49-52	20(6)	609(186)	84(26)	16,977	925

Class IV	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
LHA 1-5	26(8)	820(250)	106(32)	40,032	2,664

LHD 1-6	27(8)	844(254)	106(32)	41,150	3,002
MCS 12	32(10)	602(184)	84(26)	19,915	1,443

Class V	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
CV 63-64	37(11)	1,063(324)	130(40)	82,097	5,630
CVN 65	39(12)	1,101(336)	133(41)	91,038	5,830
CVN 67	37(11)	1,052(316)	130(40)	83,316	5,597
CVN 68-75	39(12)	1,092(333)	134(41)	98,557	5,680

NOTES:

1. Class IA ships are defined as ships up to 179 ft. in length with a maximum crew size of 35.

2. Class IB ships are defined as ships from 180 to 270 ft. in length with a maximum crew size of 100.

3. The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

4. Displacement is expressed in tons and represents fully loaded displacement.

5. The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing. For this reason the variance of the actual number of personnel on the ship may be 40% less than this figure.

6. There may be certain variances between the data in this appendix and the actual configuration of ships deployed. However, such variances will be relatively minor.

7. The above listing was compiled from the Internet websites of the U.S. Navy and U.S. Coast Guard effective July 2000.

GLOSSARY OF TERMS AND ABBREVIATIONS

A.	SHIP AND CRAFT CLASSIFICATIONS
AD	DESTROYER TENDER
AE	AMMUNITION SHIP
AFDB	LARGE AUXILIARY FLOATING DRY DOCK (NON-SELF-PROPELLED)
AFDL	SMALL AUXILIARY FLOATING DRY DOCK (NON-SELF-PROPELLED)
AFDM	MEDIUM AUXILIARY FLOATING DRY DOCK (NON-SELF-PROPELLED)
AFI	AIR FORCE INSTRUCTION
AGF	MISCELLANEOUS COMMAND SHIP
AGMR	MAJOR COMMUNICATIONS RELAY SHIP
AGOR	OCEANOGRAPHIC RESEARCH SHIP
AGP	PATROL CRAFT TENDER
AGS	SURVEYING SHIP
AH	HOSPITAL SHIP
AK	CARGO SHIP
AO	OILER
AOE	FAST COMBAT SUPPORT SHIP
AOR	REPLENISHMENT OILER
AP	TRANSPORT
ARS	SALVAGE SHIP
ARSD	SALVAGE LIFTING SHIP

AS	SUBMARINE TENDER
ASPB	ASSAULT SUPPORT PATROL BOAT
ASR	SUBMARINE RESCUE SHIP
ATA	AUXILIARY OCEAN TUG
ATC	ARMORED TROOP CARRIER
ATF	FLEET OCEAN TUG
ATS	SALVAGE AND RESCUE SHIP
CG	GUIDED MISSLE CRUISER
CGN	GUIDED MISSLE CRUISER (NUCLEAR PROPULSION)
CO	CONTRACTING OFFICER
COR	CONTRACTING OFFICER REPRESENTATIVE
CRAFT	COST REPORTING AND ANALISIS FORCASTING TOOL
CV	ATTACK AIRCRAFT CARRIER
CVN	ATTACK AIRCRAFT CARRIER (NUCLEAR PROPULSION)
CVT	TRAINING AIRCRAFT CARRIER
DBMS	DIRECTOR OF BASE MEDICAL SERVICES
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
DESC	DEFENSE ENERGY SUPPLY CENTER
DEMOB	DEMOBILIZATION
DOD	DEPARTEMENT OF DEFENCE
DAO	DEFENSE ATTACHE OFFICE
FF	FRIGATE
FFG	GUIDED MISSLE FRIGATE
GPM	GALLONS PER MINUTE
LCA	LANDING CRAFT ASSAULT
LCAC	LANDING CRAFT AIR CUSHION
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCU	LANDING CRAFT, UTILITY
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LKA	(EX-AKA) AMPHIBIOUS CARGO SHIP
LPD	AMPHIBIOUS TRANSPORT DOCK
LPH	AMPHIBIOUS ASSAULT SHIP
LSD	DOCK LANDING SHIP
LST	TANK LANDING SHIP
MCS	MINE COUNTERMEASURES SHIP
MHA	MINEHUNTER, AUXILIARY
MHC	MINEHUNTER, COASTAL
MMC	MINELAYER, COASTAL
MMF	MINELAYER, FLEET
MOB	MOBILIZATION
MSC	MILITARY SEALIFT COMMAND
MSO	MINESWEEPER, OCEAN (NONMAGNETIC)
NCIS	NAVAL CRIMINAL INVESTIGATIVE SERVICE
NR	SUBMERSIBLE SEARCH VEHICLE (NUCLEAR PROPULSION)
PBR	RIVER PATROL BOAT
PCH	PATROL CRAFT (HYDROFOIL)
RPC	RIVER PATROL CRAFT
SQM	SQUARE METER
SS	SUBMARINE
SSBN	FLEET BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	SUBMARINE (NUCLEAR PROPULSION)
SUPPO	SUPPLY OFFICER
TAFS	COMBAT STORE SHIP
USA	UNITED STATES ARMY

USAF	UNITED STATES AIR FORCES
USCG	UNITED STATES COST GUARD
USD	UNITED STATES DOLLAR (S)
USG	UNITED STATES GOVERNMENT
USN	UNITED STATES NAVY
USMC	UNITED STATES MARINE CORPS
VDE	VERBAND DER ELEKTROTECHNIK
WAGB	ICEBREAKER (COAST GUARD)
WAGO	OCEANOGRAPHIC CUTTER (COAST GUARD)
WAK	CARGO SHIP (COAST GUARD)
WAT	(OLD DESIGNATION) OCEANGOING TUG (COAST GUARD)
WATA	OCEANGOING TUG (COAST GUARD)
WHEC	(EX-WPG) HIGH ENDURANCE CUTTER (COAST GUARD)
WIX	TRAINING CUTTER (COAST GUARD)
WMEC	(EX-WPC) MEDIUM ENDURANCE CUTTER (COAST GUARD)
WPB	PATROL BOAT (COAST GUARD)
WTR	TRAINING SHIP (COAST GUARD)
WWCRAFT	WORLD WIDE COST REPORTING AND ANALISIS FORCASTING TOOL
X	SUBMERSIBLE CRAFT (SELF-PROPELLED)
YAG	MISCELLANEOUS AUXILIARY (SELF-PROPELLED)
YC	OPEN LIGHTER (NON-SELF-PROPELLED)
YCF	CAR FLOAT (NON-SELF-PROPELLED)
YCV	AIRCRAFT TRANSPORTATION LIGHTER (NON-SELF-PROPELLED)
YD	FLOATING CRANE (NON-SELF-PROPELLED)
YDT	DIVING TENDER (NON-SELF-PROPELLED)
YF	COVERED LIGHTER (SELF-PROPELLED)
YFB	FERRYBOAT OR LAUNCH (SELF PROPELLED)
YFD	YARD FLOATING DRY DOCK (NON-SELF-PROPELLED)
YFN	COVERED LIGHTER (NON-SELF-PROPELLED)
YFNB	LARGE COVERED LIGHTER (NON-SELF-PROPELLED)
YFP	FLOATING POWER BARGE (NON-SELF-PROPELLED)
YP	PATROL CRAFT (SELF-PROPELLED)

Attachment 2 – Schedules (See separate attached regional spreadsheets)

Attachment 3 – Historical Port Visit Data (See attached historical data files)

Attachment 4 - PAST PERFORMANCE MATRIX

A. CONTRACT NO. AND TYPE	B. CUSTOMER	C. DESCRIPTION OF SERVICE AND PERIOD OF PERFORMANCE	D. DOLLAR VALUE OF CONTRACT	E. DESCRIBE RELEVANCE OF THE CONTRACT TO THE PROPOSED CONTRACT	F. IDENTIFY ANY QUALITY, DELIVERY OR COST PROBLEMS IN PERFORMING THE CONTRACT. DESCRIBE CORRECTIVE ACTION AND ITS EFFECTIVENESS

NOTE: Additional pages may be used, but needs to follow the format of this form.

Attachment 5 - PAST PERFORMANCE
REFERENCE INFORMATION SHEET

THE FOLLOWING ADDITIONAL INFORMATION SHALL BE PROVIDED FOR AT LEAST THREE (NOT MORE THAN FIVE) CONTRACTS LISTED ON THE PAST PERFORMANCE MATRIX.

1. CONTRACT NO:
2. NAME AND ADDRESS OF THE CUSTOMER FOR WHICH THE CONTRACT WAS PERFORMED
3. NAME OF CUSTOMER'S POINT(S) OF CONTACT WITH DIRECT KNOWLEDGE OF THE CONTRACT
4. COMPLETE TELEPHONE NUMBER(S) (WITH COUNTRY AND CITY CODE)
5. FAX NUMBER (WITH COUNTRY AND CITY CODE)
6. INTERNET E-MAIL ADDRESS

Note to Offerors: Ensure that phone/Fax/E-Mail numbers that you provide are/have been called and verified by your company prior to sending and that they are <u>legible</u>. Please bear in mind that faxing handwritten numbers often blurs them.

<u>Attachment 6 – PWS (See PWS section of contract above)</u>

Attachment 7 - Performance Work Statement (PWS) for Force Protection

CLIN XX12 - FORCE PROTECTION SERVICES AND SUPPLIES

(a) Only the ship's Commanding Officer, the ship's Supply Officer, or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer is authorized to order Force Protection (FP) services under this contract. If any other activity or individual attempts to order FP services (e.g., NCIS, DAO, etc), the Husbanding Service (HS) Contractor is required to immediately inform the ship and receive a proper order prior to beginning performance of these services.

(b) The HS Contractor is responsible for providing or coordinating listed FP services as part of their Husbanding Services under Lot Line Item XX01. The HS Contractor shall develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HS Contractor must coordinate all aspects of FP planning and services with Port Authorities, host nation agencies, and U.S. Embassy security staff. If the host nation is supplying FP assets the HS Contractor must verify they are available and are scheduled to show up on time.

(c) The HS Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer. The HS Contractor shall not add any requirements without prior approval.

(d) The HS Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. The HS Contractor must explain what the added FP service will include and why it has been requested. The NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HS Contractor will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

(e) FP is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, having the objective of improving security to personnel and ships while in port. FP services or supplies may be provided by the host nation at no cost or may be billed at the public tariff rate. The HS Contractor is required to verify what services will be provided by the host nation. For the services that cannot be provided by the host nation, the HS Contractor is required to arrange these services by obtaining them from commercial sources at the prices indicated in the pricing schedule.

(f) The HS Contractor shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HS Contractor's written policy shall describe the required measures to protect ship schedule information.

(g) The HS Contractor shall provide as many services identified below as ordered by the ship or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. These services do not include other related services not listed, but may be required and separately ordered to attain a higher level of security in a port.

(h) Personnel providing force protection services must be responsive to instructions from the ship. This does not authorize force protection personnel to violate any local regulations, any Port Authority ordinances, or local decrees. The equipment and material used for the force protection services will be inspected by the ship's force to ascertain that they meet force protection requirements.

(i) Access Points: The HS Contractor shall establish a single entry and exit point to the pier area.

(j) Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

(k) Personnel Identification: The HS Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

(l) Background Checks: The HS Contractor shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations. The HS Contractor shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers. The HS Contractor shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The HS Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing. In addition, the HS Contractor will be required to provide vetting services for third party contractors such as DESC contractors.

(m) Access Lists: The HS Contractor shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

(n) Inspections: The HS Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

(o) Stand-Off Distances:

Objects: To the maximum extent practicable the HS Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

Unloading Zones: To the maximum extent practicable the HS Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship.

Warning Signs: The HS Contractor shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

Sign Specifications:
- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area, Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

(p) The unit price for force protection services shall include all costs associated with providing transportation, mobilization/installation and demobilization/de-installation, or arranging the requested services below unless the transportation, mobilization/installation and demobilization/de-installation is identified as a separate Lot Line item

number. The HS Contractor's invoice shall set forth the unit of issue identified for each service, total quantity ordered for each service, unit price, and the total price.

(q) The force protection services that the ships may order are:

(1) Jersey-type security barriers and CONEX box barriers capable of stopping a vehicle (automobile). (Price per meter per day)

(i) Concrete barriers
(ii) Water filled barriers (completely filled with water). Price must include water.
(iii) CONEX box barriers.

Mobilization, installation and demobilization will be billed under a separate contract line item number.

The HS Contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used as well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zigzag patterns to control the speed of access.

A personnel entry point must be established through the barriers. Barriers may also be used to seal off secondary Port gates. All barriers must be placed prior to a ship's arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

(2) Armed or unarmed security guard to control vehicle and personnel access to pier. (Price per guard per hour) Must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival.

The HS Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas. The HS Contractor shall comply with Attachment 14 for security guard operations.

Sub Lot Line Item XX14AA shall not be ordered where private, armed security guards are contrary to host nation law or regulation. In such cases, sub lot line item XX14AB, XX14AC, or XX14AD shall be substituted and the Ordering Activity notified at the time of the order.

(3) Floating Line of Demarcation (FLD) at pierside, equipped with anchors and lighting (for night visibility). (Price per meter per day) The floating FLD must be anchored at least 30 meters from ship. Oil booms are acceptable. Mobilization, installation and demobilization will be billed under a separate contract line item number.

The HS Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers but is to help identify a safe standoff zone. The HS Contractor shall comply with the specification of the FLD in Attachment 12.

(4) Unarmed and manned picket boat or waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities. Continuous coverage is required for the period of performance ordered by the ship or by the Contracting Officer. (Price per patrol craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

The HS Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone. The HS Contractor shall comply with Attachment 13 for picket boat operations and specifications.

(5) Unarmed and manned motorized patrol craft, approximately 5-10 meters in length, with own radio to communicate with ship and local authorities, to escort ship from pilot pickup point to mooring location. (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(6) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities, on call (available within 15 minutes). (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(7) Tire-shredding strips, equipped with metal spikes, to be placed across the entry to pier access. (Price per one strip per day) The strips shall be capable of disabling a vehicle, which drives over the strips in the wrong direction. Strips shall be at least one meter in length.

(8) Metal pedestrian-control fences (perimeter fences). (Price per 2x2 meters fence per day) The fences shall be at least two (2) meters high, two (2) meters wide, and sturdy enough to withstand wind and other inclement weather.

The HS Contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the HS Contractor will provide portable chain link fencing with vehicle and walk up entrances.

The perimeter fence provided by the HS Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved
Entry Point: Entry available for vehicles and personnel.

(9) Portable fluorescent lighting capable of illuminating 300 meters by 100-meter area. (Price per portable unit per day) The HS Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port's installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

(10) Weather resistant guard shacks, capable of holding at least two persons. Guard shack shall be enclosed, and shall have, at a minimum, one door and one window. (Price per unit per day)

(11) Hand held metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(12) Walk-through metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(13) Trained metal detector operators. (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(14) Hand held explosives detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(15) Walk-through explosive detector, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(16) Trained explosives detector operators. (Price per hour per operator) Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(17) X-ray baggage scanning machines, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(18) Trained X-ray baggage scanning operators. (Price per hour per operator) Operators shall search host national baggage. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities. Equipment shall be manned by professionally trained operator to operate the equipment 24 hours a day.

(19) Explosives disposal-trained diving services capable of inspecting pier before ship arrival. Must have obtained all applicable licenses and/or certifications from host nation prior to diving. (Price per hour)

(20) Battery operated bullhorns, new batteries included. (Price per unit per day)

(21) Sturdy tables with dimensions of at least two (2) meters long and one (1) meter wide, with four folding chairs. (Price per unit per day)

(22) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and open on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(23) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and closed on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(24) 800 MHz radios. Must be in excellent condition, and battery operated, with batteries included. (Price per unit per day).

(25) The HS Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ship's personnel while performing security checks on personnel, baggage, and vehicles. The office or tent will be large enough to accommodate a minimum of five (5) people. The tents shall have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The HS Contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or

tent. A fully charged, 20 LB, CO2 fire extinguisher shall be provided and kept fully charged. (Price per unit per day)

(26) The HS Contractor shall provide two-way radio sets capable of communicating with the ship, picket boats and to the shore patrol designated individuals. (Price per set per day)

(27) The HS Contractor shall provide an under carriage vehicle scanner to scan vehicle undercarriages. (Price per unit per day)

(28) Dive and Vetting: The HS Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities. The pier will be vetted prior to the ship's arrival. To the maximum extent practicable the HS Contractor shall inspect all watercraft at least 400 feet (125 meters) from the ship. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel. The HS Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in picket boats. (Per team per hour, minimum four (4) hours)

Attachment 8 - Performance Work Statement (PWS) for Cost Reporting

LINE ITEM XX20AA – COST REPORTING

A. Pre-arrival Cost Estimate Report

(1) The Contractor shall prepare an Initial Cost Estimate Report (referred to in this solicitation as the 'pre-arrival cost estimate') in response to all orders issued to the Contractor by any method identified under "ISSUANCE OF ORDER" in Contract Terms and Conditions – Commercial Items. The orders will be provided to the Contractor by ships, activities and individuals identified in the contract. The Initial Cost Estimate will include estimated prices for all items ordered. It will not be sufficient to simply state that the estimated price is "per contract" or "per Port Tariff".

(2) The Contractor shall send the Initial Cost Estimate Report by email to the requiring customers authorized to use this contract and to the and to the email address specified at the time of contract award for each region within **48 hours** after receipt of the LOGREQ/order. In the situation where the Contractor receives the logreq with less than two working days prior to the arrival of the ship, the Contractor shall make every effort possible to provide the cost estimate prior to the ship's arrival, but in no case, more than 48 hours after receipt of the LOGREQ.

(3) Any changes to an Initial Cost Estimate Report shall be forwarded by email to the requiring customers authorized to use this contract and to the email address specified at the time of contract award for each region .

(4) These estimates shall be provided to any other requiring customers authorized to use this contract based on the customer's request.

(5) In addition to the initial cost estimate, the Contractor shall provide any additional information and respond to the activity authorized to act on behalf of the ship, such as the Port Services office or the DAO.

B. LogSSR Reporting

The Contractor shall fully participate in the use of the Logistics Support Services Repository (LogSSR) web-based system. LogSSR replaces all previously used reporting processes such as legacy web-based systems like Cost Reporting and Forecasting Tool (CRAFT).

Upon award, the Contractor shall utilize the LogSSR to submit all reports and documentation related to the ship's visit. LogSSR can be accessed through the NAVSUP One Supply website at https://www.navsup.navy.mil/onesupply, redirected through www.navsup.navy.mil/logssr or directly at the official website of https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(1) LogSSR access and input.

(a) At the start of the contract period of performance, the Contractor shall enter the final itemized port cost information directly into the LogSSR database (Actual Cost Report) and email all corresponding documentation (Initial Cost Estimate Report, final invoices, and supporting documentation required by the contract). External Certification Authority Public Key Infrastructure (ECA PKI) is not required for entry, but no access to the contractor's information is accessible unless obtaining an ECA PKI.

(b) Contractors can obtain access to their submissions by obtaining an ECA PKI per the NAVSUP One Supply guidelines and requesting access through the website. Information can be obtained through the LogSSR website at https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(2) LogSSR functionality.

(a) This system is designed to gather all reports and documentation related to the ship's visit, beginning with the Initial Cost Estimate (referred to in this solicitation as the 'pre-arrival cost estimate') to the Actual Cost Report. All supporting documentation will be submitted by email to navsup_hq_logssr@navy.mil in PDF format (Adobe Acrobat) when the port visit information is entered into LogSSR. Although the pre-arrival cost estimate is a separate reporting requirement, a copy of this report shall also be submitted as part of the Actual Cost Report documentation described in paragraph (b) below. The Documentation is discussed below:

(b) Actual Cost Report:

(1) The Contractor shall create the Actual Cost Report in the LogSSR website directly, **within seven calendar days from completion of the ship's visit** . The contractor shall also send a copy of the order (i.e. SF 1155 or 1449), a copy of any Initial Cost Estimates, a copy of the logreq, and all the contractor's invoices and supporting documentation required by the contract as PDF files to theLogSSR email address of **navsup_hq_logssr@navy.mil** and to the email address specified at the time of contract award for each region concurrent with the creation of the Actual Cost Report in LogSSR.. The Contractor shall identify the line items as actual or estimated. This option is for those line items where the Contractor has not received the actual invoice before the ship leaves port, i.e. telephone bills. The Contractor shall include all port costs paid by each ship for which the Contractor provides husbanding services. The term "port costs" includes all supplies or services identified in the section of the contract titled, SUPPLIES/SERVICES AND PRICES, supplies or services furnished under another contract, and any other charge paid by the ship during the port visit.

(2) For ships that do not have payment capabilities, the Contractor shall send the signed DD Form 1155, invoices and the additional documents required clearly indicating that a payment is pending to the and to the email address specified at the time of contract award for each region and to the LogSSR email address of **navsup_hq_logssr@navy.mil.**

(3) Any changes to an Actual Cost Report (i.e. finalize the charges made on an estimated amount) shall be forwarded by e-mail to and to the email address specified at the time of contract award for each region and to **navsup_hq_logssr@navy.mil** email account as PDF file within seven calendar days of the change. The NAVSUP Fleet Logistics Center Yokosuka, Site Singapore contracting office will update changes to the LogSSR.

(4) The Actual Cost Report and supporting documentation will be visible in the LogSSR website by the government personnel with validation authority. Final reports of an HSP representative can be accessed through the website only by obtaining an ECA PKI that will provide access only to the HSP's submitted information.

NOTE: Before submission of reports or any other data to the NAVSUP Fleet Logistics Center Yokosuka or its sites' contracting office via electronic transmission or any other data media, the Contractor shall scan all documents with current anti-virus software to ensure computer virus free transmission. The LogSSR server scans all reports for computer viruses before inclusion in the databases. Any reports received containing computer viruses will be immediately returned to the Contractor.

LINE ITEM XX20AB – ONLINE PRICING APPLICATION

Online Pricing Application. The contractor is responsible for providing an On-Line Pricing Application to assist the Government in the estimating, tracking, forecasting and reporting of maritime husbanding support non-priced services. The On-Line Pricing Application will assist the Ordering Officer or Contracting Officer with requests for non-priced supplies and services. The online pricing application is the technology that implements the process for review and approval of non-priced item purchases. Therefore, the technology used to implement the non-priced item pricing process must be both reliable and accurate. The On-Line Pricing Application will also allow the Ordering Officer or Contracting Officer to review and approve the offered price for the non-priced item before the contractor provides the supply or service. The contractor will be required to upload accurate pricing data for all non-priced items requested or made available to the users of the contract where pre-priced items do not meet user requirements. The contractor shall not provide any non-priced supplies or services other than PT or NSP items unless they have been approved in accordance with paragraph (iii) below. All non-priced items requested or ordered under this contract shall be reported in the On-Line
Pricing Application. The On-Line Pricing Application is separate from the contract requirements for reporting pricing and costs in LogSSR.

The Contractor shall provide a web-based secure access to their program via secure user login and password no later than the beginning of the contracts period of performance. This program may be developed by the Contractor or procured as a commercial item. The program shall allow multiple simultaneous users to access the tool. Access shall be coordinated through the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer in order to limit access. Only authorized users will have access to the program. A common secured access shall be made available to the Fleet in order to allow access to all Ordering Officers in a particular area of operation. Any reports downloaded from the program are property of the U.S. Government and data rights are considered unilateral for the Navy portal into the program. All reports shall be downloaded into Microsoft Excel format. This application should be available for use through a web-based application without installing additional software onto Government computers. The HS Contractor's program should allow a computer with the following minimum configuration to access their system:

- Intel 2.8 GHz Pentium 4 processor
- a DVD Read Only and CD writable drive
- a 3.5 inch floppy
- SoundMAX Integrated Digital Audio with external speakers
- 1 Gigabyte of Memory and expandable to 4 Gigabytes
- 80 GB Hard Drive
- Windows 2000
- MS Office 2003 Pro with Word, Excel, Access, Ppoint, Outlook, Infopath
- Smartcard Reader Keyboard
- Wired Network Card

Note 1: The online pricing application requires internet access but is not a Navy IT system. Security of the HSP's data within the online pricing application is the responsibility of the HSP. All data in the online pricing application should be unclassified data.

Note 2: All reports provided under lot line item XX22 are not separately priced (NSP). Costs for submitting required reports under this lot line item should be included in the husbanding services fee. Separate cost reimbursement for development or purchase of the application is not authorized.

Note 3: The HS contractor shall provide a secure user login and password for all authorized Government users no later than the beginning of the contract's period of performance. A list of required government users will be provided at the time of contract award. If new Government user requirements become known to the Government after the initial list is provided to the HS contractor, the HS Contractor shall add new users and provide login and password within seven days of receipt of the request.

Note 4: Common secured access shall be provided to Ordering Officers and Fleet representatives for all port visit data. Any authorized Government user should have access to all historical data and pricing information.

At a minimum, the online pricing application must perform the following functions:

(i) Non-priced Item Cost Reporting:

(1) The Contractor shall maintain 'real-time' pricing data for all non-priced items ordered in all ports for which the Contractor provides husbanding services.

(2) The Contractor shall input and keep updated the programs' 'real-time' pricing via the Internet, using the online pricing application. The Contractor shall update this report at least once per day of performance between the hours of 0700 and 2300 while ship is in port until the completion of the ship's visit.

(ii) Final Price Report:

(1) A summary disbursement account must be itemized in detail, with the appropriate price shown against each item in a format similar to Attachment 2 within forty eight (48 hours) after a ship leaves port. Alternatively, it is acceptable for the Contractor to scan and attach suppliers' invoices to the online pricing application's disbursement account where this facilitates the process. The Contractor will in any event be required to retain all pricing data and invoices relating to non-priced items for review, future visit reference, and official audit purposes. These final reports may be provided to other ships or ordering activities visiting ports covered by the contract.

(iii) Non-priced Item Review Process

In accordance with Paragraph 3(o) of the performance work statement the HS shall develop and implement a process by which it will input the documentation and arrangements for non-priced lot line items into the "Online Pricing Application". The contractor shall mirror the competitive process found in the FAR/DFARS (Parts 13/15). For the purpose of evaluation and analysis, the HS Contractor shall provide the results (contractor written quotations) of competing the requirement with at least two commercial contractors, or provide catalog prices lists or tariff schedules with the contractor catalog or tariff schedule that confirms the stated prices are valid from that source, or provide invoices from previous commercial purchases other than the Navy. The HS Contractor is not precluded from adding an allowance for profit and/or an allowance for its administrative costs to acquire the non-priced items to the reported prices from suppliers. Such additions will also be shown in the Online Pricing Application. The HS contractor shall input the information into the Online Pricing Application for the review and approval of the authorized Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer prior to arranging for the non-priced item. For non-priced items with an extended price of less than $25,000, either the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable prior to an order being issued for the non-priced item. For non-priced items with an extended price greater than $25,000, only the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. All purchases of non-priced items other than port tariff items must be documented using the online pricing application. Items with an extended price <$25,000 will be reviewed and validated by the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer, but may be provided to the Ordering Activity at any time after a price is agreed upon by either the Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. Items with an extended price >$25,000 may not be provided or mobilized until the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer has agreed to the price and confirmed the price using the online pricing application. Using this process, all products and services arranged on behalf of the Ordering Officer shall be billed and reported under LOT Line Item XX43, Incidentals. The process will be monitored and evaluated using Attachment 10, Quality Assurance Surveillance Plan.

NOTES:

1. “All data obtained by the Government through the use of the contractor’s online pricing application during the course of the contract is for the Government’s use and shall be treated as ‘limited rights’ as described in DFAR 252.227-7013(13) after the contract expires”.

2. Failure to provide required reports in a timely manner as outlined in the PWS will result in penalties as outlined in Attachment (10) Quality Assurance Surveillance Plan.

Attachment 9 - Performance Work Statement (PWS) for Operations Other Than War (OOTW) Support

A. INTRODUCTION

(a) OOTW Support shall by rendered by or supervised directly by individuals fully qualified and licensed in the relevant profession, trade, or field. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses, and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety environmental and health precautions are taken to protect the work, the workers, the public, and the property of others.

(b) Operations Other Than War (OOTW) refers to a "Contingency operation" as that term is defined in FAR 2.101 and includes emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. For the purpose of this contract, OOTW support will be "First Responder" support for U.S. Navy or other forces authorized to order under this contract and will generally be limited to the initial support for a contingency operation lasting no more than thirty (30) days. In addition, it is anticipated that the estimated cost of supplies and services that may be ordered under this Line item during a single 'contingency operation' will not exceed $1,000,000. The supplies and services necessary to support these type of contingencies will include but be not limited to potable water, blankets, tents, transportation, interpreters, drivers, construction materials, medical supplies, trucking support and other logistics support necessary to support the first responder teams.

(c) In addition to rescue and humanitarian relief missions, contingency operations can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property. For purposes of this contract, it also includes Non-combatant Evacuation Operations (NEO's), or an unplanned, real world deployment of troops for an period of time not to exceed thirty (30) days. The provisions of FAR part 18, Emergency Acquisitions (effective 5 July 2006), apply in full to the OOTW requirements of this contract.

B. ORDERING AND PRICING

(a) Lot Line Items XX21AA and XX21AB are used to order Management Services in support of Operations Other Than War.

(b) Recognizing that the specific Management Services that may be required will likely vary depending on the particulars of the individual Operation Other Than War, the Lot Line Items are priced on a per person/per day basis. All orders for specific supplies or services shall be ordered under Lot Line Item XX20, Incidentals and shall be arranged using the online pricing application described in Attachment 8. The $1,000,000 maximum dollar limit per OOTW contingency replaces the $50,000 maximum dollar limit that otherwise applies to Lot Line Item XX43. The management services ordered under Lot Line ItemXX21 are separate from the specific services outlined below.

(c) Management Services in support of an Operation Other Than War in all situations will be ordered under Management Services Lot Line Item XX21.

(d) (Deleted)

(e) At the time the Government orders services under the Lot Line items it will provide the Contractor a detailed list of tasks that the Contractor shall perform. The tasks shall be within the scope of the tasks further described below. The Contractor shall use its best efforts to fully perform the set of tasks within the limitation of the number of persons/number of days of service ordered by the Government.

(f) The Contractor shall promptly notify the Government if it believes that it will be unable to fully perform the specified tasks because the Government has not ordered sufficient services under these Lot Line Items.

(g) The Contractor shall furnish personnel who are familiar with the manner in which the U.S. Navy operates, speak the local language that is normally used at the site of the OOTW, and speak and read English. The Contractor shall ensure that the personnel provided under these Lot Line Items arrive at the OOTW site by the date and time specified in the order. The First Day and Subsequent Day Management Fee rates shall include any costs for the Contractor employees to travel to and from the OOTW site, and the costs of food and lodging for the Contractor while at the OOTW site. Contractor employees will not normally be provided meals or lodging at U.S. Government expense nor will they typically be entitled to Government-furnished lodging and meals on a reimbursable basis.

(h) The Contractor shall have a network familiar with the different political and commercial infrastructures, cultural and lingual background, and business practices either throughout the Region or in each country covered by the contract. In order to assist the Navy's response to OOTW, the Contractor shall furnish personnel with the following qualifications:

(i) Ability to speak the local language in the country where OOTW is being conducted
(ii) Capacity to travel to the OOTW or forward logistic site within 24 hours of notification
(iii) Current inoculation records
(iv) Possess a valid up-to-date passport

(i) For each increment of one person for one day that the Government orders, the Contractor shall provide one qualified employee to work on tasks identified at the time the order is issued for a period of at least 12 hours per day. The Contractor employee will perform those tasks at the OOTW site. The Contractor shall provide the Government a point of contact for questions and issues that arise in connection with the tasks identified at the time the order is issued who can be contacted during the portion of the 24-hour day that the Contractor's employee is not at the OOTW site.

(j) These are not personal services. Contractor employees performing services under these Lot Line Items will perform the tasks identified by the Government at the time the order is issued. The Contractor employees performing the services are under the supervision and direction of the Contractor. Should the Government have concerns with the manner in which the tasks are being performed or have a need to modify the tasks, it shall contact the Contractor.

(k) Services that may be required under this Lot Line Items include, but are not limited to, providing interpreter support, providing expertise on locally-sensitive cultural issues, liaison with local political and police authorities, and providing technical assistance in acquiring necessary supplies and services.

(l) The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government Contracting Officer shall place the order. As with the Management Services Lot Line Items for Husbanding Services, the Government may also direct the Contractor to acquire necessary supplies and services in accordance with Lot Line Item XX20, Incidentals as outlined in the Husbanding Services PWS. All supplies and services ordered in support of OOTW contingencies shall be arranged and reported using the online pricing application described in Attachment 8.

(m) If an operation is not associated with a ship, or if the Contractor's services are required inland (i.e., more than 100 Km from the nearest port), OOTW fees under this Lot Line Item will apply. If the service is provided in a port vicinity (within 100Km of the port) and the requirement is received from the ship or a contingent on the ship, the Contractor's husbanding fees under Lot Line Item XX01 and Lot Line Item XX01 shall apply.

(n) Management Services for Operations Other than War (OOTW) Lot Line Item . When supplies or services are ordered under the Operations Other than War (OOTW) Lot Line Item , the Government will clearly identify the days during the performance period for which it is ordering Management Services. Because of the range of situations under which the Government may order supplies and services under the OOTW Lot Line Items, there is less certainty that the Government will order Management Services for each day of an Operation Other Than War than

when the Government orders husbanding services. The Contractor is not required to provide any services described under the OOTW Management Services Lot Line Items on those days for which services are not ordered. Regardless of whether Management Services are ordered for a particular day, the Contractor shall still provide a point of contact to address Government concerns about supplies or services to be delivered on that day. Assistance by the Contractor in providing status and/or rescheduling deliveries will not in itself constitute an order for Management Services.

(o) If an advance party arrives in a country for OOTW and requires services under these Lot Line Items prior to the start of the OOTW event, the Contractor shall be compensated for the services provided at the subsequent day rates for these Lot Line Items. The Contractor is not required to provide any services to an advance party under these OOTW Lot Line Items without first receiving an order for such services. The Contractor may be required to support multiple operations at the same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the HS Contractor's services are ordered.

(p) The Contractor's POC for Husbanding Services, or an alternative designated in writing to the Contracting Officer, shall be available (either in person or by telephone) twenty-four (24) hours a day, seven days a week, during the time frame of the OOTW operation. The POC or the alternative shall assist the on-site Government representative in fulfilling OOTW logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements.

(q) If an advance party arrives in a country for OOTW, the Contractor shall bill at the OOTW subsequent day rate. If the operation is on going, the Contractor shall bill the OOTW first day rate and then subsequent days. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the Contractor's services are ordered.

(r) The Navy may require identification of potential sources and/or delivery for supplies and services such as:

Bottled potable water, portable latrines and services, floodlights, billeting services (hotel/motel rooms, services), meal services, tents, shower trailer and related services, refuse collection services, laundry and dry-cleaning services, forklifts, clothing, construction material, parts for vehicles, air conditioners, refrigerators, cell phones, IT equipment, repair parts, medical supplies, generators, commercial vehicles, pest extermination services, plumbing services, fuel, expediting or delivery services, MWR support, mortuary services, cultural awareness training, dietician support, translators, office supplies, boat ramps, pier/wharf/pontoon space, security fencing, security services, light trees, and Internet services (e.g., WI-FI services).

(s) In addition, the Navy may require either the identification of potential sources or delivery of any other types of supplies/services that will be unique and specific to the OOTW situation involved. Due to the unique nature of OOTW situations the range and depth of requirements will potentially be extensive. Normally, the Contractor shall not be required to perform until the Contracting Officer issues an IDIQ order for additional OOTW support.

(t) In very unique time sensitive situations the Contractor may be tasked to source and provide a large variety of supplies and services on a very compressed delivery schedule in support of large scale operations like NEOs, etc or other real world events.

C. SUPPLIES AND SERVICES

The items listed below are examples of what may be ordered under the OOTW portion of this contract. Prior to ordering OOTW supplies or services, a warranted Contracting Officer authorized to place orders under the contract will review any descriptions or statements of work to ensure they adequately describe the Government's needs and all terms and conditions are properly defined.

1. BOTTLED POTABLE WATER

The Contractor shall provide for the procurement and delivery of potable water to a specified site(s). The Contractor shall provide for the furnishing of fresh, potable water in 1.5 liter-sized bottles. Potable Water is defined as fresh drinking water of a quality not less than that prescribed in:

(a) Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See Attachment #18.

(b) Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

EXAMPLE OF GENERAL PRICING FORMAT FOR POTABLE WATER:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
XXXX	Bottled Potable Water (1.5 liter)	bottle	_____	$_____	$_____

2. PORTABLE LATRINES & SERVICES

(a) PORTABLE LATRINES (Specifications) - The services to be rendered consist of the rental of latrines (toilets), all labor, transportation, delivery, pick-up, dismantling, repair and maintenance, tools, materials, supervision and servicing of latrines.

(1) The Contractor will provide portable, chemical latrines (one seat) that are of the standard commercial-type, a single cabin unit in the approximate size of 1.25 m (wide) x 1.25 m (deep) x 2.0 m (tall). The cabin is to be equipped with a hand cleaning agent (dispenser) if available, a urinal, a holding tank (minimum capacity of 250 Liters), one toilet paper holder, a clothing hook, ventilation outlet, a lockable door, and a translucent roof.

(2) The Contractor will provide all labor, material, transportation and equipment required for the delivery and installation of the latrines, emptying/servicing, removal of sludge as necessary to the appropriate sewage disposal point and the pickup of the Latrines at the expiration of the rental period. In addition. the Contractor must provide all chemical agents to include antifreeze during freezing weather.

(3) The Contractor must implement a quality assurance program that will ensure that his work and the work performed by his employees is accomplished in such a manner that is in conformance with applicable standards of the trade and is in compliance with local and federal host nation Ecology Laws and Directives. The Contractor must obtain, and hold current, all necessary permits for the operation of his service and disposal vehicles on Saturdays, Sundays and local national/US holidays.

(b) SERVICING OF LATRINES

(1) The servicing of EACH latrine must be accomplished DAILY, TO INCLUDE ALL WEEKENDS, AND LOCAL/US HOLIDAYS. Servicing will include the replenishment of all chemical agents. Each cabin interior will be completely cleaned with a disinfectant agent, and the exterior walls will be cleaned as appropriate to give a well-maintained appearance. The hand cleaning agent will be replaced as needed, and the latrine will not be allowed to be without cleaning agent or toilet paper.

(2) The cleaning/servicing will be accomplished between the hours of 0700-1900 hours daily or as otherwise directed by the Contracting Officer or a Contracting Officer Representative (COR).

(c) DELIVERY OF LATRINES

(1) The latrines will be delivered operational and ready-for-use. The Contractor will provide a document written in ENGLISH (in duplicate), which provides the user a means of inspecting the condition of the latrines. The Contractor and the US Government Representative will jointly inspect each latrine for

damages (dents, scratches) and completeness. The document must be signed and dated by both the COR and the Contractor as acknowledgment that the latrines were actually delivered and in the condition described/annotated. A copy of the document will be retained by the Contractor and the COR for use during the joint Inspection that must again be conducted at the end of the rental period. Both the COR and the Contractor will sign the document to acknowledge the return of the equipment in the described/annotated condition. Reasonable wear and tear, as well as damages which are not annotated on the turn-in document will not be considered as valid if the Contractor later submits a claim against the government.

(2) When re-locations are specified in the contract, the Contractor must perform the required services as specified below:

(i) When the Contractor is notified prior to 12:00 hours, the work must be accomplished on the same day.

(ii) When the Contractor is notified after 12:00 hours, the work must be accomplished not later than 10:00 hours the following day.

EXAMPLE OF GENERAL PRICING FORMAT FOR LATRINE RENTAL/SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT OF PRICE	TOTAL
xxxx	Latrine Rental	Each/Day	___	$_____	$_____
xxxx	Servicing	Each/Day	___	$_____	$_____
xxxx	Emptying	Each/Day	___	$_____	$_____

3. FLOODLIGHTS

(a) FLOODLIGHTS (Specifications)

The services to be rendered consist of rental, delivery, set-up, maintenance and removal of floodlights to and from a specified site(s).

(1) The Contractor shall provide portable, wheel mounted, self contained lights of a commercial type that meets and/or exceeds the following specifications:

(i) The unit/s must be completely self contained, to include an on board generator capable of providing the required electrical power on a sustained basis (12 hours without interruptions). The noise-level of the generator shall not exceed 75 DBA, measured at a distance of 7 meters from the unit.

(ii) The unit/s shall be equipped with an on-board fuel tank which has a minimum fuel capacity to operate the unit for a 12 hour period without interruption.

(iii) The unit/s shall be equipped with six 1500 watt halogen lights which are to be mounted on a telescoping mast that can be adjusted from 7 to 9 meters in height. The lights are to be separately mounted on the mast and must be both horizontally and vertically adjustable to permit changes in the direction they can be aimed.

(iv) All fixtures, to include light bulbs, must be weather resistant to allow their operable use outdoors during periods of rain, wind, snow and inclement weather conditions in general.

(2) The Contractor shall provide all cables, cords and operating accessories, to include spare light bulbs (2 per light unit) , fuel and operational manuals in the English language.

(b) FLOODLIGHTS (Delivery, Maintenance & Removal)

(1) The Contractor is responsible for the delivery site placement, and an operational test of each unit. The Contractor must further ensure that the equipment and its installation meet the requirements of all applicable VDE regulations and the Trade Unions (UVV) accident prevention regulations. The unit/s will be delivered, installed and completely operational not later than 14:00 hours on the first day of the rental period.

(2) The Contractor shall provide a point of contact for "on call" maintenance and/or replacement of equipment. The point of contact must be available from 08:00 to 20:00 hours daily, to include Saturday, Sunday and all local and American holidays. In addition, the Contractor shall provide all labor, materiel and supervision required to keep the equipment in a serviceable and safe operating condition. Repair and maintenance may be performed on site, subject to coordination with the COR. If a light unit becomes inoperable, the Contractor will be notified immediately. The Contractor must respond within 6 hours after notification, to perform the required repair and maintenance services. Equipment that remains inoperable for more than a 24 hours period shall be considered not available for use and rental fees shall cease until the equipment is repaired to a fully operable condition or replaced with a serviceable unit. The pick-up and removal of inoperable equipment shall be accomplished at Contractor expense.

EXAMPLE OF GENERAL PRICING FORMAT FOR FLOODLIGHTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Floodlights	Each	___	$_____	$_____
xxxx	Set-Up	Each	___	$_____	$_____
xxxx	Rental & Maintenance	Week/Month	___	$_____	$_____
xxxx	Break-down & Removal	Each	___	$_____	$_____

4. BILLETING SERVICES—HOTEL/MOTEL ROOMS, SERVICES

(a) HOTEL/MOTEL ROOMS: The services to be rendered consist of both the rental of lodging accommodations, which are considered to be a hotel, motel or inn which provides sleeping facilities to the traveling public and various Contractor-furnished items described as follows:

(1) CONTRACTOR FURNISHED ROOMS: The Contractor shall furnish the following living spaces for single and double occupancy rooms. Each shall contain adequate living and sleeping areas. No more than two people shall be normally assigned to a room. Additional people assigned per room shall be agreed to in advance by the Contracting Officer (or his/her designated representative) and the Contractor. The following standards apply:

(i) Rooms shall be constructed and finished to provide good light and sound attenuation. All windows shall be provided with blackout lining, shades or blinds. If drapes are provided, they must screen out the light.

(ii) Sufficient electrical outlets shall be available and in good working condition.

(iii) All entrance doors to rooms shall have interior security locks, either deadbolt or double locking locks. At least one room occupant shall be provided with a room key.

(iv) Bathrooms must be constructed to provide convenient sanitary facilities. Bathrooms must contain a functioning shower and/or tub combination with a wash basin, a properly functioning toilet, and a mirror. Additionally, bathrooms should have adequate lighting and grounded electrical outlets for use of electrical razors, hair dryers etc. The shower or shower/tub combination shall have shower doors or curtains and hot and cold running water.

(v) A telephone in the room is desirable; if not available due to location, have telecommunication devices in the immediate area.

(vi) A television in the room is desirable; if not available due to location, have information as to where television is available to patrons.

(vii) Rooms shall have adequate heating and cooling capabilities.

(2) Furnishing and Equipment: Must be clean and in good repair. The following minimum furnishings are required:

Lamp --1 per desk or writing table
Adequate clothes storage drawers and closet space
Desk or writing table with chair
Trash Container
Bed

Additional desirable amenities:

Radio
Working tables and chairs
Restaurant within the facility
Refrigerators or ice machines in hallway
Chair, occasional
Alarm clock

(b) HOTEL/MOTEL SERVICES: The services rendered shall consist of the following contractor furnished services.

(1) ASSIGNMENT OF QUARTERS/ROOMS: Government personnel should not be billeted under this contract arrangement without presenting proper authorization to the Contractor. The Contractor must be adequately manned to provide a 24 hour check-in and check-out service, 7 days a week. Individuals of the same sex, designated for double room occupancy, shall be billeted in rooms with two beds. Normally, if these rooms are not available, single rooms shall be used. Any changes to this procedure will be agreed to in advance between the Contractor and the Contracting Officer (or his/her designated representative).

(2) CUSTODIAL/SANITATION SERVICES: Daily custodial services shall include, but is not limited to, room cleaning, bed making, linen change (as required), adequate quantities of soap, a minimum of four bath towels, four hand towels, sanitized drinking glasses, facial tissues, and a cloth bath mat.

(3) LINEN SERVICE: Linen service shall be provided once a week or when occupancy changes, whichever occurs first. Additional blankets shall be made available if requested by occupant. All linen and blankets shall be clean, freshly laundered, without any objectionable odors, and in good repair, free from tears, rips, holes, stains, and extensive wear. Pillows shall be at least six inches thick to provide proper support.

(4) ADDITIONAL DESIRABLE AMENITIES:

24 hour wake up service
Message service
Shuttle service

(5) COMMON USE AREAS: The Contractor shall keep all hallways, corridors, grounds, and other adjacent areas under the Contractor's control in a clean, neat and safe condition.

(6) "DO NOT DISTURB" SIGNS: All rooms shall have such signs available. Contractor's employees shall understand and respect them when displayed.

(7) LAUNDRY DROP OFF/PICK UP: Contractor shall provide required laundry service as agreed to in a separate contract (see contract # _____).

(8) BARBER SERVICES: Contractor will provide access in hotel area for barber/beautician services as needed.

(9) INFORMATION SERVICES: Customer service representatives shall be able to explain to occupants' miscellaneous charges not covered by this statement of work, i.e., telephone charges. The Contractor shall provide, where applicable, information on bus schedules, taxis and other local transportation, dining facilities and locations, and commercial telephone directory service.

(10) Business Services: Hotel will provide space for meetings as well as phone, copier and fax services as required.

(11) Meal Service: Contractor shall provide required meal service as agreed to in a separate contract (see contract # _____).

EXAMPLE OF GENERAL PRICING FORMAT FOR HOTEL/MOTEL, SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Rooms (1 person)	Each/Day	___	$_____	$_____
xxxx	Rooms (2 persons)	Each/Day	___	$_____	$_____
xxxx	Additional Persons per room	Each/Day	___	$_____	$_____

5. MEAL SERVICES

(a) MEAL SERVICES (Programs/Hours of Operation)

The services rendered consist of providing all the personnel, supervision, and any other items necessary to operate a full food service management facility as defined in this Statement of Work at ____*_____ Hotel, located in _____*_____.

(b) The Contractor will provide for a Quality Control Program, Quality Assurance Program and a Sanitation Inspection Program as well as complying with Hours of Operation as described in (1) through (4) below.

(1) QUALITY CONTROL: The Contractor shall establish and maintain a complete quality control program for the performance requirements of this contract.

(2) QUALITY ASSURANCE: (INSERT METHOD OF CONTRACTOR SURVEILLANCE, IF ANY.)

(3) SANITATION INSPECTIONS: The Contractor shall ensure that there is a Sanitation Inspection program established internally and in addition to any government performed surveillance, medical services personnel (Director of Base Medical Services), will also inspect for compliance with sanitary conditions. If there is a conflict the Contractor shall comply with the more restrictive regulation.

(4) HOURS OF OPERATION: The Contractor shall maintain the operating hours for the dining facilities as listed in _____*_____.

(c) DEFINITIONS

The Contractor will be familiar with and understand the following definitions:

(1) Director of Base Medical Services (DBMS): The installation medical authority who defines and monitors sanitation standards and procedures for food service activities.

(2) Equipment: Items used to store, prepare, cook, serve and transport food and supplies. Equipment also includes items used in cleaning and sanitizing.

(3) Food Handlers: Food service personnel who handle, process, prepare or serve food and who touch food or food contact surfaces in any way.

(4) Food Service Officer (FSO): Individual responsible for matters relating to food service.

(5) Installation Menu: Specifies installation menu choices (except leftovers), including, but not limited to, entrees, salads, desserts, and soups, to be served at each meal during a menu cycle.

(6) Leftovers: Leftovers are unserved portions of any item prepared for a specified meal period.

(7) Meal Serving Hours: Hours that the Government requires the dining facility to be open for service.

(8) Potentially Hazardous Foods: Any perishable food which consists in whole or in part of dairy products, eggs, meat poultry, fish, shellfish. These foods are likely mediums for bacterial growth and are potential causes of food-borne diseases especially if creamed, ground, mixed or handled often.

(9) Progressive Food Preparation (BATCH COOKERY): The preparation of food items at selective time intervals during an entire meal period matching the flow of patrons through the serving lines.

(10) Serving Line: This term refers to the location and equipment used in dining facilities to serve food cafeteria style.

(11) Subsistence: Food items, including beverages and condiments.

(12) Supplies: Expendable items such as paper and plastic products, cleaning and janitorial materials, kitchen utensils, and tableware.

(13) Trash: Any non-salvageable waste material other than garbage, rocks, or dirt. The waste includes metal, paper, glass, cardboard, floor sweepings, cartons, and similar materials.

(d) SPECIFIC TASKS

The Contractor will provide for and comply with the following Specific Tasks:

(1) MENU PLANNING AND POSTING: The Contractor shall coordinate meal planning with site representatives. The Contractor shall post daily menus before the breakfast meal in an appropriate location at each dining facility.

(2) REQUISITIONING SUBSISTENCE: The Contractor shall coordinate with Government personnel to requisition, pick up, deliver and off-load food at various food-service facilities.

(3) STORAGE AND ISSUE:

(i) Proper Storage: Upon receipt the Contractor shall promptly store perishable and semi-perishable subsistence. Store frozen and chilled items at specified temperatures.

(ii) First In-First Out: The Contractor shall ensure the oldest food items are issued first, except when the condition of an item dictates earlier use.

(4) SUBSISTENCE INVENTORY:

(i) Month-end Inventory: The Contractor shall take a physical inventory of all subsistence following the last meal on the last day of each month. The Contractor must reconcile the book inventory with the physical inventory and must submit proof of this to the government.

(ii) Other Inventories: The Contractor shall perform other inventory measures, i.e., annual inventory, equipment inventory before and after contract completion, etc., as required by the Contracting Officer. The government also reserves the right to conduct an independent inventory at any time during the performance of the contract.

(5) FOOD PREPARATION AND SERVICE.

All meals provided shall be "American-type" meals. Examples follow:

Breakfast:
Cereals: corn flakes, wheat flakes, chocolate flakes
Fresh fruits: bananas, grapefruit, oranges, pears, grapes...
Eggs: fried, scrambled.. Hash browns
Meat: Ham, sausage, bacon
Bread: White bread, toast, wheat, rye
Butter & Jam
Pastry: croissants, apple pie
Beverages: Coffee, orange juice, milk, water

Lunch:
Soup: vegetable, mushroom, tomato, chicken, beef, turkey...
Sandwich: ham, turkey, roast beef
Cheeses: American, Swiss
Fruit

Dinner:
Roast beef, roast/baked/fried chicken, roast pork, roast turkey, grilled fish, BBQ, roasted lamb
Beef/chicken stew
Rice, pasta (spaghetti, macaroni, lasagna) potatoes (baked, mashed...)
Boiled or Steamed Vegetables: corn, green beans carrots, peas, etc.
Pizza, hamburgers, hotdogs, tacos
Soups
Bread
Salad: lettuce, tomato, cheese, onions, dressing, etc.
Juice, water, milk

All food services items listed above are subject to approval by the U.S. Government medical personnel.

(i) Approved Menu: The Contractor shall follow the approved installation menu when planning and preparing all meals.

(ii) Progressive Food Preparation: Progressively prepare food items to yield optimum freshness, flavor, color, and texture.

Cook short-order breakfast items to order.

Prepare short-order items such as hamburgers, hot dogs, and french fries. Ensure an adequate flow of patrons through the line.

(iii) Serving Lines: Set up serving lines by the scheduled opening time. Food on the serving line shall be logically arranged and all foods shall be maintained at the specified temperatures. Replenish all foods, tableware, beverages, and condiments as necessary to ensure they are available to all patrons throughout the meal. Remove all food from the serving line within 15 minutes after the serving line is closed and cover, label and properly store all food, unless disposal of a leftover is appropriate.

(iv) Table Clearing: The Contractor shall be responsible to clear and clean all dining room tables and chairs or benches within five minutes after they are vacated to ensure a timely flow of patrons.

i. ****SAMPLE****

Breakfast Meal will be served in the ___*_____ Hotel restaurant as a buffet during established hours as posted. Dinner Meal will be served daily from _*__ hours to _*___ hours in the conference room adjoining the lobby or as otherwise coordinated. Actual headcount will be coordinated daily or as needed. Menu will consist of beef, poultry, or fish, salads and various fresh/canned vegetables, desserts, water, coffee, and soft drinks as coordinated with the chef and hotel staff by the ordering officer.

EXAMPLE OF GENERAL PRICING FORMAT FOR MEAL SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
XXXX	Breakfast	Each	____	$_____	$ _____
XXXX	Lunch	Each	____	$_____	$_____
XXXX	Dinner	Each	____	$_____	$_____

(6) SANITATION REQUIREMENTS:

(i) Personal Hygiene. The Contractor shall ensure all employees meet all personal hygiene requirements to include but not limited to; clean hands and fingernails at all times, proper hair and facial grooming, hair restraints, proper smoking restraint, etc.

(ii) Food Storage and Preparation: The Contractor is responsible for preventing all food-borne diseases by properly storing and preparing food in accordance with AFI 48-116, Control of Food-Borne Illnesses. This includes, but is not limited to: storage of bulk foods, refrigerated food, leftovers, perishables, etc. The Contractor shall prepare foods on surfaces that are cleaned and sanitized. All meats and poultry shall be cooked and prepared at the proper temperatures ensuring the food is thoroughly cooked throughout. (FOR PROPER TEMPERATURE RANGES ON VARIOUS FOODS, CONSULT AFI 48-116 OR YOUR MEAL SERVICES REPRESENTATIVE)

(iii) Equipment and Utensil Cleaning: The Contractor shall clean and sanitize all food service equipment and cookware to remove food particles, other soil, grease and cleaning or sanitizing agent residue to the standards set forth in this contract.

(7) HOUSEKEEPING.

(i) General: The Contractor shall furnish general housekeeping services in food service facilities before, during (if necessary) and after the serving of meals. The Contractor shall provide all equipment necessary to perform these services. The cleaning standards and housekeeping charts are intended to produce an acceptable level of performance.

(ii) Lavatories: The Contractor shall clean all lavatories in food service facilities.

(iii) Insect and Rodent Control: The Contractor shall take appropriate actions directed by the government to assist in the control of insects and rodents.

6. TENTS

(a) TENTS - SUMMER

(1) The services to be rendered consist of the rental, erection, dismantling and maintenance of all tentage and associated equipment.

(2) The Contractor shall provide ____*_____ square meters of billet tents to be erected at the site(s) and in the configurations as stated in the contract schedule and the plot plans provided.

(3) The tentage shall be constructed of PVC or polyester fire resistant canvas. The Contractor must ensure that all tent flaps and openings are adequately secured so as to prevent rain from entering the tent.

(4) Floors: The entire usable space within the tent must be covered with floors that are constructed of wood or other equally hard material (the material used must offer a nonskid surface). The floors must be installed in such a manner as to alleviate uneven surfaces that could cause personnel to stumble or trip. The floors must be elevated a minimum of 10 cm above the ground and capable of supporting 250 kg per square meter.

(5) Entrances/Exits: Each tent shall be equipped with at least two (2) lockable entrance/exit doorways. These doorways shall be constructed of wood, metal or plexiglass (no glass). The doors shall be a minimum of 100 cm wide and 210 cm high. (The Contractor will furnish the COR with a minimum of two keys per door.)

(6) Partitions/Dividers: Shall be made of canvas and/or other suitable fire resistant material. They must be a minimum of 2.40 meters in height and 3 meters long (unless otherwise specified).

(7) Lighting: Each tent shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm off the floor (subject to be measured at any place within the tent).

(8) Electrical Installations: A JP54 or equivalent fuse box shall be installed in each tent. The box shall be equipped with at least one connector to accommodate a single 38OV/16AMP male plug, CEE NORM. All wiring within the tent will originate from this fuse box and all circuits shall be properly fused. The specified quantities of electrical outlets, 22OV/16AMP, wires on floors shall be installed within the tent. The location of the outlets shall be coordinated with the COR. The Government will provide the required electrical power and will be responsible for the cables and connections from the Contractor's fuse box to the government furnished power source.

(9) Furniture: The specified number of tables and benches, capable of seating (6) six adults shall be provided. The Contractor shall place the furniture in the tent at the locations determined by the COR.

(10) The Contractor shall have ___*_____ each, designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. These persons shall be qualified to perform emergency tent maintenance.

(b) TENTS - WINTERIZED

(1) The services to be rendered consist of the rental, erection, dismantling and maintenance of all tentage and associated equipment.

(2) The Contractor shall provide _____*_____ square meters tentage to be erected at the site(s) and in the configurations as stated in the contract schedule and the plot plans provided.

(3) The tentage shall be constructed of PVC or polyester coated fire resistant canvas. In addition to the tentage, an exterior wall shall be constructed to enclose each tent to the height of the tent eaves. The exterior wall is to be constructed of wood that has a minimum thickness of 20 mm, or hard plastic/fiberglass that has a minimum thickness of 3 mm, or aluminum material which has a minimum thickness of .75 mm. The Contractor must ensure that all tent flaps and openings are adequately secured so as to prevent wind and/or snow from entering the tent.

(4) Floors: Unless otherwise specified the entire usable space within the tent must be covered with floors that are constructed of wood or other equally hard material (the material used must offer a nonskid surface). The floors must be installed in such a manner as to alleviate uneven surfaces that could cause personnel to stumble or trip. The floors must be elevated a minimum of 10 cm above the ground and capable of supporting 250 kg per square meter.

(5) Entrances/Exits: Each tent shall be equipped with at least two (2) lockable entrance/exit doorways. These doorways shall be constructed of wood, metal or plexiglass (no glass). The doors shall be a minimum of l00 cm wide and 210 cm high. (The Contractor will furnish the COR with a minimum of two keys per door.)

(6) Partitions/Dividers: Shall be made of canvas and/or other suitable fire resistant material. They must be a minimum of 2.40 meters in height and 3 meters long (unless otherwise specified).

(7) Heating: The Contractor must furnish sufficient forced air, fuel operated heaters capable of maintaining a minimum temperature of ___*____ C (+/-3 degrees C). Each heater will be installed on an appropriate drip pan. When partitions/dividers are installed the Contractor must ensure that adequate heaters are provided to heat each area. The heater installations shall be in accordance with the applicable with commercial standards for safety. Heaters are to be installed on the outside of the tents with heating ducts leading into the tents properly insulated. Fuel tanks: The Contractor shall furnish at least one 150 liter fuel tank per installed heater. The tank must be clean and fully operational at time of delivery. In addition, the Contractor will be responsible for the maintenance of the fuel tanks. The fuel tank installations shall be in accordance with the applicable VDE and Trade Union safety standards. The tanks must be installed on the outside of the tents.

(8) Fuel: After initial testing and set up of heaters, the Government will provide fuel oil as required during the performance of the contract.

(9) Lighting: Each tent shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm off the floor (subject to be measured at any place within the tent)

(10) Electrical Installations: A JP54 or equivalent fuse box will be installed in each tent. The box will be equipped with at least one connector to accommodate a single 38OV/16Amp male plug, CEE NORM. All wiring within the tent will originate from this fuse box and all circuits will be properly fused. The specified quantities of electrical outlets, 22OV/16Amp, wires will be installed within the tent. The location of the outlets will be coordinated with the COR. The Government will provide the required electrical power and will be responsible for the cables and connections from the Contractors' fuse box to the government furnished power source.

(11) Furniture: The specified number of tables and benches, capable of seating six (6) adults will be provided. The Contractor will place the furniture in the tent at the locations determined by the COR.

(12) The Contractor shall have __*___ each, designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. These persons shall be qualified to perform both emergency tent and heater maintenance.

(13) The US Government will provide:**

(i) Fuel upon completion of the erection of each tent.
(ii) The equipment and labor for snow removal (on top and in the vicinity) of each tent shall be the responsibility of the Government.

** Note to requiring activity - the Government should only commit itself to the furnishing of fuel when it is certain it can do so with proper additives to prevent freezing. This has been a problem in the past.

EXAMPLE OF GENERAL PRICING FORMAT FOR TENTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Tents				
xxxx	Erection/Installation	Each	____	$_____	$_____
xxxx	Rental and Maintenance	Month	____	$_____	$_____
xxxx	Dismantling and Removal	Each	____	$_____	$_____

7. SHOWER TRAILER & RELATED SERVICES

(a) SHOWER TRAILER with US Government-Furnished Utilities/Cleaning

The services to be rendered consist of the rental, installation, maintenance, cleaning (as specified) of the shower units and associated equipment and the removal of all Contractor furnished equipment upon completion of the rental period.

(1) The Contractors shall provide _*___ each trailer/s. The shower trailer/s are to be delivered and installed at the site(s) and in the configuration/s as stated in the contract schedule and the attached plot plans.

(2) The shower trailer/s shall be constructed in such a manner as to meet, or exceed, the applicable VDE and trade standards.

(3) The Contractor shall furnish the required hoses and power cables to connect the shower trailer/s to government provided utilities, i.e. water, electrical, and sewage. (In situations where the-hookup for government utilities exceeds 20 meters in distance, that distance must be specified in the requirement).
(4) The shower trailer/s shall meet or exceed the following minimum specifications:

(i) Size
6 meters in length
2.4 meters in width
2.4 meters in height

(ii) Shower Configuration: Shower room with a minimum six (6) shower heads. Dressing room with a minimum of four (4) wash basins equipped with hot and cold water faucets, four (4) mirrors and shelves, four (4) electrical outlets, and twelve (12) clothes hanging pegs/hooks.

(iii) Heaters: Electrical, constant controlled and adequate to maintain + or - 3 degrees.

(iv) Fan: Electrical, adequate size to ventilate the enclosure.

(v) Hot Water System: Electrical adequate to sustain a mixed water temperature of 450 degrees C + or - 3 degrees for a continuous period of 40 minutes or 20 individual showers prior to requiring a recycling. The hot water storage tank shall be a minimum of 400 liters and have a control system

that will prevent scalding. The hot water system shall be able to provide a water flow rate to each shower head of 18 GPM.

(vi) Lighting: Each trailer shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm above the floor.

(vii) Electrical Installation: Each trailer shall be equipped with a fuse box, with each-circuit within the trailer being appropriately fused to meet the applicable VDE standards. All electrical wiring within the trailer will originate from this fuse box. All outlets will be wired with an appropriate ground to ensure that personnel are not endangered by electrical shock.

(viii) Floors: All floors within the shower room shall be covered with a non-skid surface and/or aerated matting.

(5) The Contractor shall have __*__ each designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. They shall also be qualified to perform all types of shower trailer maintenance.

(6) The US Government will provide:

(i) Utilities with the completion of the installation of each shower trailer.
(ii) Cleaning of the shower trailer/s including the removal of trash, sweeping, mopping, cleaning of wash basins and shower stalls, and spot cleaning of interior/exterior of shower trailer/s. The Contractor shall ensure that the trailer/s are delivered clean and disinfected and the US Government shall return the trailer/s in the same condition.

(iii) The equipment and labor for snow removal (on top and in the vicinity) for each shower unit shall be the responsibility of the US Government.

(b) SHOWER TRAILER with Contractor-Furnished Utilities and Cleaning

The services to be rendered consist of the rental, installation, maintenance, cleaning (as specified) of the shower trailer/s and associated equipment; to include the removal of all Contractor furnished equipment upon completion of the rental period.

(1) The Contractor shall provide __*__ each shower trailer/s. The shower trailer/s are to be delivered and installed at the site(s) and in the configuration/s as stated in the contract schedule and the attached plot plans.

(2) The shower trailer/s shall be constructed in such a manner as to meet, or exceed, the applicable VDE and trade standards.

(3) The Contractor shall furnish all utilities to include, electricity, water and waste water disposal. Waste water shall be disposed of in accordance with the Host Nation Government ecology rules, regulations and laws.

(4) The shower trailer/s shall meet or exceed the following minimum specifications:

(i) Size (inside dimensions)
6 meters in length
2.4 meters in width
2.4 meters in height

(ii) Shower Configuration: Shower room with a minimum six (6) shower heads. Dressing room with minimum of four (4) wash basins equipped with hot and cold water faucets, four (4) mirrors and shelves, four (4) electrical outlets, and twelve (12) clothes hanging pegs/hooks.

(iii) Heaters: Electrical, constant controlled and adequate to maintain + or - 3 degrees.

(iv) Fan: Electrical, adequate size to ventilate the enclosure.

(v) Hot Water System: Electrical, adequate to sustain a mixed water temperature of 450C + or - 3 degrees for a continuous period of 40 minutes or 20 individual showers prior to requiring a recycling. The hot water storage tank shall be a minimum of 400 liters and have a control system that will prevent scalding. The hot water system shall be able to provide a water f low rate to each shower head of 18 GPM.

(vi) Lighting: Each trailer shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm above the floor.

(vii) Electrical Installation: Each trailer will be equipped with a fuse box, with each circuit within the trailer being appropriately fused to meet the applicable VDE standards. All electrical wiring within the trailer will originate from this fuse box. All outlets will be wired with an appropriate ground to ensure that personnel are not endangered by electrical shock.

(viii) Floors: All floors within the shower room will be covered with a non-skid surface and/or aerated matting.

(ix) Cleaning Services: Cleaning services shall be provided by the Contractor. Cleaning of the shower trailer/s shall include the removal of trash, sweeping, mopping, cleaning of wash basins and shower stalls, and spot cleaning of interior/exterior of the shower trailer. The Contractor shall ensure that the shower trailer/s are delivered clean and disinfected.

(x) The Contractor shall have _*__ each designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. They shall also be qualified to perform all types of shower trailer maintenance.

(xi) The US Government will provide: The equipment and labor for snow removal (on top and in the vicinity) for each shower unit shall be the responsibility of the Government.

EXAMPLE OF GENERAL PRICING FORMAT FOR SHOWER TRAILER/S:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Shower Trailer	Each/Month	_____	$ _____	$ _____
xxxx	Set-up/Distribution	Each	_____	$_____	$ _____
xxxx	Daily Cleaning	Each	_____	$ _____	$ _____
xxxx	On-Call Servicing	Each	_____	$ _____	$ _____
xxxx	Connection of Utilities	Each	_____	$ _____	$ _____
xxxx	Relocation of Trailers	Each	_____	$ _____	$ _____

8. REFUSE COLLECTION SERVICES

(a) TRASH, GARBAGE & WASTE COLLECTION (Specifications)

(1) The services to be rendered consist of the providing of refuse containers to be located at specified sites, the emptying of said containers and the proper disposal of the trash, garbage and waste.

(2) CATEGORIES OF REFUSE: The Contractor shall be responsible for handling various categories of refuse as described below:

(i) Regular Trash: All solid waste material, with the exception of those types listed in (i) through (vii) below:

- Typical size of containers: 1, 5, 10, 16, 20 or 24 cubic meters (cbm)
- Frequency of servicing (emptying): To be determined requiring activity.

(ii) Edible Garbage: All food waste that is generated by food service facilities.

- Typical size containers: 200 liters, 1, 5 or 10 cbm.
- Frequency of servicing: Daily emptying is mandatory.

(iii) POL Waste: Oils, antifreeze, brake fluid and any other vehicle related liquids.

- Typical size of containers: 500 or 1000 liters
- Frequency of servicing: To be determined by the requiring activity.

(v) Contaminated Soil: Dirt removed from around oil tanks or soil that has been contaminated by the accidental spillage of POL and/or chemical agents.

- Typical size containers: 10, 20, or 24 cbm
- Frequency of servicing: To be determined by the requiring activity.

(vi) Medical Waste: Solid waste generated by medical laboratory facilities which requires controlled disposal.

- Typical size containers: 200 liters, I or 5 cbm
- Frequency of servicing: Daily emptying is mandatory.

(vii) Liquid waste: Chemical agents and liquids generated by X-ray laboratories.

- Typical size tanks: 400 or 1000 liters
- Frequency of servicing: To be determined by the requiring activity.

(3) The Contractor shall provide all labor, material, transportation and equipment required for the delivery, installation, removal of trash and the pickup of the containers at the end of the rental period. In addition the Contractor is fully responsible for obtaining and holding current permits with approved dumping and disposal points. (Unless Government disposal points are specifically identified in the contract schedule)

(4) The emptying of each container includes the complete removal of all refuse from the container and the removal of all bagged refuse at the container location. In addition the Contractor is responsible for cleaning up all refuse that is spilled during the servicing/emptying process.

(5) The Contractor must implement a quality assurance program that will ensure that his work and the work performance by his employees is accomplished in such a manner that conforms with applicable standards of the trade and is in compliance with local and federal host nation ecology laws and directives. The Contractor must obtain and hold current all necessary approvals and permits for the lawful performance of the prescribed services. In addition, the Contractor must obtain the necessary permits for the operation of his service and disposal vehicles on Saturdays, Sundays and holidays.

(6) All refuse containers will be delivered, installed, and ready for use no later than 08:00 hours on the first day of the specified rental period.

(7) When on-call servicing/emptying of refuse containers and/or relocation of refuse containers are specified in the contract, the Contractor must perform the required services as specified below:

(i) When the Contractor is notified prior to 12:00 hours the work must be accomplished on the same date.

(ii) When the Contractor is notified after 12:00 hours, the work must be accomplished no later than 10:00 hours on the following date.

EXAMPLE OF GENERAL PRICING FORMAT FOR REFUSE COLLECTION:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Refuse Container	Each/Month	____	$ _____	$_____
xxxx	Set-up/Distribution	Each	____	$ _____	$_____
xxxx	Emptying of Containers	Each/Day	____	$ _____	$_____
xxxx	On-Call Servicing	Each	____	$ _____	$_____
xxxx	Relocations	Each	____	$ _____	$_____

9. LAUNDRY AND DRY-CLEANING

(a) LAUNDRY & DRY-CLEANING (Specifications)

The services to be rendered consist of complying with the Scope of Work below and providing Quality Control, Inspection of Services and maintaining the Hours of Operation as delineated in (1) through (4).

(1) SCOPE OF WORK: The Contractor shall furnish all management, labor, transportation, pickup and delivery service, housekeeping and facility operation in accordance with the terms and conditions of this contract. This contract includes all laundry, dry cleaning, and all other tasks and responsibilities deemed necessary and spelled out in this contract. The Contractor shall receive, account for, process, and return all organizational and individual items tendered for cleaning. Technical Exhibit XX--Workload Estimate lists the estimated quantities of work (as a SAMPLE).

(2) QUALITY CONTROL: The Contractor is responsible for establishing and having an active quality control plan.

(3) INSPECTION OF SERVICES:

(i) Inspection Service: The Contractor shall provide and maintain an inspection system that must be accepted by the government covering the services under this contract.

(ii) Inspection and Testing: The Government has the right to inspect and test all the services called for by the contract, to the extent practicable, at all times and places during the term of the contract.

(iii) Nonconformance with Contract Requirements: If any of the services do not conform to the contract requirements, the government may require the Contractor to re-perform the services in conformity with the contract requirements, at no additional expense to the government.

(4) HOURS OF OPERATION: The Contractor shall maintain the following customer service hours: Drop-offs will be in the ____*____ Hotel Lobby before 0900 Mondays and Thursdays. Contractor will deliver clean laundry by 1800 Mondays and Thursdays.

(b) DEFINITIONS

The Contractor will be familiar with and understand the following definitions:

(1) Clean: Finished articles are dry and free of visible soil, lint and objectionable odor. Spots and stains are removed where practical to do so without damaging the fabric.

(2) Contracting Officer Representative (COR): an individual appointed in writing by the Contracting Officer to perform expressed contract administration functions.

(3) Dry Cleaning: Dry cleaning involves the immersion of garments in dry cleaning solvents and cleaning them by use of mechanical action and soaps or synthetic detergents. Dry cleaning removes some soluble and some insoluble soils and dissolves grease stains through the combined actions of dry cleaning solvents, mechanical action, soaps, synthetic detergents, and other cleaning aids.

TYPES OF DRY CLEANING

- Small - an item requiring the approximate time, effort, and cost to process as a sleeveless sweater and /or blouse.
- Medium- an item requiring the approximate time, effort, and cost to process as a pair of trousers and /or jacket.
- Large - an item requiring the approximate time, effort, and cost to process as a coat and or overcoat.

(4) Laundering: The process by which soiled fabric items are cleaned and treated. The term includes cleaning by mechanical action and by hand in appropriate temperature water solutions of detergents and other additives.

TYPES OF LAUNDRY

- Small - an item requiring the approximate time, effort, and cost to process as a pillowcase or wrapper.
- Medium- an item requiring the approximate time, effort, and cost to process as a sheet or bedspread.
- Large - an item requiring the approximate time, effort, and cost to process as a sleeping bag.

(5) Packaging: The process by which clean garments or other items are placed on hangers and placed in protective paper or plastic film bags. Small items of clothing and other clothing which are not customarily placed on hangers shall be wrapped in protective poly-wrap in accordance with commercial or local practice.

(6) Pressing: Pressing is the process for insertion of required crease and removal of undesirable wrinkles from clean garments or items.

(c) SPECIFIC TASKS. The Contractor will provide for and comply with the following Specific Tasks:

(1) Services Provided: The Contractor shall provide services to individuals and organizations of _____*_____ at _____*_____. Services shall be provided in accordance with the terms and conditions of this contract. The Contractor shall process and finish all clothing and other items in accordance with the requirements contained in the workload data in Technical Exhibit XX. (See Sample)

(2) Workmanship and Sanitation: Delivered articles shall conform to the generally accepted industry and local standards of quality, cleanliness, finish, appearance, and packaging. The items shall not only be clean in the sense of being free from soil and stains, but also free from bacteria, fungi and micro-organisms, including pathogens and disease producing organisms. All work performed shall be done under sanitary conditions. The contract facility shall be open to inspection of

conditions at any time by a representative of the US government, and the government reserves the right to perform or cause to have performed any test necessary to determine the sanitary condition of the articles delivered by the Contractor.

(3) Classification of Items: Clothing or linen articles received by the Contractor shall be individually inspected for condition of serviceability and classified as to the type of service required.

(4) Re-performance: Any items found to have been unsatisfactorily cleaned shall be re-cleaned by the Contractor at no additional cost to the government.

(5) Repair: The Contractor shall repair, at his expense, all damages to individual garments which occur while in the custody of the Contractor, to include rips, tears, holes, open seams, and replacement of buttons and repair or replacement of zippers.

(6) Organizational Bulk Items: Organizational items shall be returned in bulk unless another method is specified. Items shall be counted from baskets into waiting vehicles or across the counter to the customer.

(7) Linen Exchange Activity: The Contractor shall operate a linen exchange activity. The Contractor is responsible for receiving, collecting, exchanging, and distributing linen exchange articles to and from organizations, activities, or authorized individuals and accomplishing the tasks below:

(1) Receive, collect, exchange and distribute linen exchange articles to and from organizations, activities, or authorized individuals.

(2) Verify count or weight of items received against receiving and shipping documents.

(3) Store items in storeroom and linen exchange points.

(4) Keep items properly segregated to comply with local safety, fire prevention and other storage regulation.

(8) Stockage Inventory System: The Contractor shall establish a stockage inventory system to track all incoming and outgoing linen. The Contractor shall perform a search for missing items in order to reconcile inventory with stock records.

(9) Exchange Items: Items that have been identified for direct exchange shall be exchanged for like items at time of turn-in. Items that are not direct exchange shall be identified separately and processed to be ready for pickup by the customer within a 72-hour period. Sheets, pillowcases, mattress pads, mattress covers, towels and blankets received from organizations may be intermingled (except for medical, if applicable) and processed for reissue to any organization or individual.

(10) Pick-up & Delivery Service: The Contractor shall provide pickup and delivery service. This service shall include loading, unloading, segregating, transporting, counting and obtaining necessary documentation for items picked up or delivered.

(11) The Contractor shall provide his own vehicles and they shall be maintained in safe operating condition at all times.

(12) Weighing/Counting of Articles: Weighing/counting of articles, including the laundry bag, shall be done by government personnel prior to pickup. The laundry that the Contractor picks up may be dirty/wet. The Contractor shall verify weight or count and sign a pickup ticket for the items being picked up. Such a signature constitutes an agreement to the government's weight/count unless a specific exception is noted on the ticket.

(13) Verification: The Contractor shall record the number of pounds/pieces delivered on the delivery ticket and the government rep will verify the amount. The Contractor must provide a list for items not delivered on scheduled.

SAMPLE

TECHNICAL EXHIBIT XX
LAUNDRY & DRY CLEANING
WORKLOAD ESTIMATES

ITEM	ESTIMATED QUANTITY-(PER DROP OFF)	PRICE
BDU TROUSERS	250	$3.08
BDU JACKET	250	$3.08
FLIGHT SUIT	50	$3.08
T-SHIRT	1000	$1.92
UNDERWEAR (MALE/FEMALE)	1050	$ .88
SOCKS (PAIR)	1000	$ .88
TOWEL (HAND OR BATH)	100	$1.15

RECOVERY RATES FOR LOST OR DAMAGED ITEMS WILL BE PER LOCAL MARKET CONDITIONS FOR _____*_____. THIS IS __*_% OF PURCHASE PRICE.

ITEM	PURCHASE PRICE (NEW)	RECOVERY PRICE
BDU TROUSERS	$35	$
BDU JACKET	$33	$
FLIGHT SUIT	$50	$
T-SHIRT	$2	$
UNDERWEAR (MALE)	$2	$
UNDERWEAR (FEMALE)	$5	$
BRA	$5	$
SOCKS (PAIR)	$2	$
TOWEL (HAND OR BATH)	*$2*	$

EXAMPLE OF GENERAL PRICING FORMAT FOR LAUNDRY & DRY-CLEANING:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	See above item list for various military clothing items	_____	_____	$_____	$_____
xxxx	Same as above	_____	_____	$_____	$_____
xxxx	Same as above	_____	_____	$_____	$_____

10. FORKLIFTS

(a) FORKLIFT (Specifications): The services to be rendered consist of rental, delivery, maintenance and removal of a specified type and size of forklift(s).

(1) Contractor shall provide forklift(s) for the stated rental period which will be of a commercial type that is equipped for outdoor use. The lifts must have the capability of lifting the specified weight (Kilos), to a minimum of 2.5 meters in height. In addition the equipment shall be capable of maintaining stability on a 6% incline, while handling a load of the specified amount.

(2) At the time of delivery the forklifts shall be in a sound mechanical condition free of all known defects, ready for immediate use. The equipment must meet all the applicable VDE and Trade Union requirements for safe operations.

(3) In addition to the above, the forklifts will be equipped with the following:

(i) Gas/diesel powered engine
(ii) Self-sustained electrical system to include an electric starter
(iii) Pneumatic tires (snow chains to be provided during winter months)
(iv) Spark proof exhaust system
(v) Front and rear lights that will facilitate on-road operations during periods of darkness.
(vi) Driver protection roll bar
(vii) Adjustable forks
(viii) Warning device (automatically activated when the lift is placed in reverse gear)

(4) The Contractor shall furnish all the transportation, labor, material and supervision required for the delivery, operational test, repair and maintenance and removal of the equipment at the end of the rental period. In addition the Contractor shall furnish all POL products, (with the exception of fuel). This is to include distilled water for batteries.

(5) The Contractor shall provide a point of contact for "on call, maintenance and/or replacement of equipment. The point of contact must be available from 08:00 to 20:00 hours to include Saturdays, Sundays and all local and American holidays. The Contractor shall provide all the labor, material and supervision required to keep the equipment in a serviceable and safe operating condition. Repair and maintenance may be performed on site, subject to coordination with the COR. If a forklift becomes inoperable due to the need for repair and/or maintenance, the Contractor will be notified immediately. The Contractor must respond, within six (6) hours after notification, to perform the repair and maintenance services. If repair and maintenance services cannot be performed within the same day, the Contractor shall furnish a replacement unit. Equipment that remains inoperable for more than a 12 hour period will be considered not available for use and rental fees will cease until the equipment is repaired to a fully operational condition or replaced with a serviceable unit. The pick-up and removal of inoperable equipment will be accomplished at.-Contractor expense.

(b) FORKLIFTS—ACCEPTANCE & RETURN

(1) Acceptance for forklifts by the Government: At the time the forklifts are delivered to the Government, the Contractor shall issue in duplicate a document, written in English, for each fork-lift, which provides the user a means to annotate the conditions of the equipment. In addition, general operating instructions, to include the refueling procedures, how to check and add oil, proper operating techniques and preventive maintenance procedures will be provided by the Contractor. The Contractor and the COR will jointly inspect the equipment for completeness and will list all damage (such as, but not limited to, scratches, dents, etc.) on the document. The document must be signed and dated by both the COR and the Contractor as acknowledgment that the forklift was received by the Government in the condition described/ annotated. A copy of the document shall be retained by the Contractor and the COR for use during the joint inspection that must again be conducted at the end of the rental period.

(2) Return of forklifts to Contractor: Upon expiration of rental period, forklifts will be returned to the Contractor, clean and complete with all accessories. Utilizing the document, a joint inspection will be conducted and all discrepancies will be noted. Both the COR and the Contractor, or his authorized representative must sign the document to acknowledge the return of the equipment in the described condition. Reasonable wear and tear, as well as damages which are not annotated on the turn-in document shall not be considered as valid if the Contractor later submits a claim against the Government.

EXAMPLE OF GENERAL PRICING FORMAT FOR FORKLIFTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	FORKLIFT 3 TON	EACH	____	$_____	$_____

11. FORCE PROTECTION

(a) During an OOTW support event, the HS Contractor may be requested to provide force protection in non-hostile environments. Support required may include, but not limited to, security personnel, escorting (sea and land), barriers, fencing, lighting, or equipment.

(b) If there is a requirement for force protection, a specification or statement of work will be provided to the HS Contractor for pricing prior the receiving an order from an authorized Contracting Officer.

12. LOGISTICS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide logistics support. Support may include, but not limited to, assistance with customs and air, ground, or rail transportation for pre-deployment and site surveys in remote areas.
(b) If there is a requirement for logistics support, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

13. SUPPLIES

(a) During an OOTW support event, the HS Contractor may be requested to provide various types of supplies when not readily available from the U.S. Government supply system. General supplies are classified as follows:

Class I – Food, Rations, and Water (e.g., bottled water, ice, reefers, etc.)
Class II – Clothing (e.g., foul weather gear, poncho liners, boots, etc.)
Class III – Petroleum, Oils, and Lubricants
Class IV – Construction Material (e.g., lumber, gravel, barriers, haul assets, yellow gear, fasteners, concrete mix, etc.)
Class VI – Personal Items (e.g., parts for commercial vehicles, camp equipment, air conditioners, cell phones, computers and peripheral equipment, coffee makers, microwave ovens, etc.)
Class VIII – Medical Supplies (e.g., medicines, medical supplies, veterinary medicines)
Class IX – Repair Parts
Class X – Miscellaneous Supplies

(b) If there is a requirement for supplies, the bill of materials or specifications will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

14. REPAIR SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide repair services. Services may include, but not limited to, repair of generators, light suites, environmental control units, vehicles (e.g., commercial trucks and cars) and material handling equipment (MHE).

(b) If there is a requirement for repair services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

15. CAMP AND FIELD HABITABILITY SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide camp and field habitability services. Services may include, but not limited to, rental of toilet/bathing facilities, berthing trailers, rental of pre-existing hard structure buildings or hotel rooms, garbage collection services, potable water, vehicle rental, laundry services, cell phones, fuel, food service, power generation/distribution, pest extermination services, plumbing services, and administrative support.

(b) If there is a requirement for habitability services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

16. TRANSPORTATION SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide transportation services. Services may include, but not limited to, providing vehicles/trucks/buses (with and without drivers), tactical level transportation (air, ground, rail, and sea) in remote areas when military transportation isn't available, and express delivery services (e.g., DHL, FEDEX, etc.).

(b) If there is a requirement for transportation services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

17. INFORMATION OPERATION/SYSTEMS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide information operation/systems support.

(b) If there is a requirement for information operation/systems services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

18. MORTUARY AFFAIRS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide mortuary affairs support.

(b) If there is a requirement for mortuary affairs support services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

19. CULTURAL AWARENESS TRAINING

(a) During an OOTW support event, the HS Contractor may be requested to arrange cultural awareness training.

(b) If there is a requirement for cultural awareness training, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

20. DIETICIAN SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide dietician support.

(b) If there is a requirement for dietician support, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

21. COMMUNICATIONS

(a) During an OOTW support event, the HS Contractor may be requested to provide communications services. Services may include, but not limited to, providing cell phones, satellite phones, internet connectivity, calling cards, land lines, and Wi-Fi services.

(b) If there is a requirement for communications services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

22. TRANSLATION SERVICES

(a) During an OOTWsupport event, the HS Contractor may be requested to provide translation services.

(b) If there is a requirement for translation services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

23. MORALE, WELFARE, AND RECREATION (MWR) SERVICES

(a) In the absence of an existing U.S. Government authorized Information, Ticket and Tours (ITT) contract, during an OOTW support event, the HS Contractor may be requested to provide MWR services. Services may include, but not limited to, providing arranging trips, tours and hotel accommodations.

(b) If there is a requirement MWR services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

Attachment 10 - QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Husbanding Services
Western Pacific & Indian Ocean Regional Contracts

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance-based Performance Work Statement (PWS). This performance-based plan sets forth the procedures and guidelines the U.S. Fleet & Industrial Supply Center, and its detachments will use to monitor contractor's performance, evaluating port visit cost reporting, non-priced item pricing performance, and ship's overall satisfaction with the of the husbanding service contractor's port visit services.

1.1 PURPOSE

1.1.1. The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the port visit cost reporting requirements, adhering to the non-priced item pricing performance standards, and meeting the ship's task order requirements as identified in the PWS.

1.1.2 This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

2.0 PERFORMANCE MANAGEMENT APPROACH

2.1 The performance-based PWS structures the acquisition around "what" service is required as opposed to "how" the contractor should perform the work. This QASP will define the performance management approach taken by the Contracting Officer to monitor, manage, and take appropriate action on the contractor's performance against expected outcomes or performance objectives communicated in the PWS. Performance management rests upon developing a capability to review and analyze information generated through performance metrics. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management. The data generated in a performance management approach provides information that indicates whether or not expected outcomes for required services are being achieved adequately by the contractor.

2.2 Performance management also represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether or not outcomes are being achieved and migrates away from scrutiny on compliance with the processes and practices used to achieve the outcome. The only exceptions to process reviews are those required by law and compelling business situations

such as safety and health. An outcome focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved at the desired levels of performance.

3.0 PERFORMANCE MANAGEMENT STRATEGY

3.1 The contractor will develop and utilize staffing and procedures, for use on a continuous basis, for self inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS.

3.2 The Contracting Officer will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The Government will make decisions based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

4.0 ROLES AND RESPONSIBILITIES

4.1. Procuring Contracting Officer (PCO). The PCO is the individual who performs preaward functions and awards or executes a contract. The PCO will retain post award functions. Accordingly, the PCO performs assigned post award functions related to the administration of the contract. Ensures performance of all necessary actions for effective contracting, monitors compliance with the terms of the contract, and safeguards the interests of the Government. The PCO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

4.2. Contracting Officer Representative (COR). The Government personnel who perform quality assurance functions for a contracted service.

- Provide technical assistance to the contracting office
- Provide functional continuity and stability
- Maintain proficiency in contract surveillance procedures
- Perform surveillance in accordance with the surveillance plan and provide documentation of surveillance observations to the PCO, as required
- Notify the PCO of any significant performance deficiencies
- Prepare input to the Contractor Performance Assessment Reporting System (CPARS)

4.3 Ordering Officers (e.g., Ship SUPPO) are responsible to

- Issue the orders in accordance with the terms and conditions
- Monitor, assess, and communicate the performance of the contractor. Government surveillance may occur under authority of the Inspection/Acceptance paragraph of clause 52.212-4, Contract Terms and Conditions – Commercial Items, for any supply or service relating to the contract.

5. PERFORMANCE OBJECTIVES AND METHOD OF SURVEILLENCE

The contractor shall provide husbanding service support in accordance with the PWS. While the contractor is fully expected to comply with all requirements in the PWS, the government's assessment of contractor performance will focus mainly on the performance objectives that are also listed in the Attachment 10a. QASP Matrix. The level of the acceptance for each objective is also established

5.1. Performance Objective #1:

Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 schedules provided as part of the RFP. The On-line Pricing Application Tool may be utilized for the creation of the estimate.

Method of surveillance: E-mail received from the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided.

Level of acceptance:

- On time 100%

- Up to 2 working days late, but before ship's arrival 80%

- 3-4 working days late, but before ship's arrival 60%

- Over 4 working days late but before ship's arrival 40%

- None before ship's arrival 0%

5.2. Performance Objective #2:

Submit final LogSSR within seven (7) days of each ship's departure (includes entering data into LogSSR and submitting all supporting documentation).

Method of surveillance: Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.

Level of acceptance:

- Within 7 calendar days after ship's departure 100%

- Within 08-14 calendar days after ship's departure 80%

- Within 15-30 calendar days after ship's departure 50%

- Over 30 calendar days after ship's departure 0%

5.3. Performance Objective #3:

LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages).

Method of surveillance: Compare the LogSSR data and PVCR/invoice data.

Level of acceptance:

- No errors 100%

- 1 error 80%

- 2 errors 60%

- 3 errors 40%

- Over 3 errors 0%

5.4. Performance Objective #4:

In Port Pricing. The HSP shall maintain the online pricing application's 'real-time' pricing capability and update non-priced item pricing and ordering data during the actual performance period the ship is in port. The HSP shall continue to input documentation into the application during the entire port visit.

The HSP shall update this report at least once per day of performance between the hours of 0700 and 2300, if applicable, while ship is in port until the completion of the ship's visit.

Method of surveillance: check the on-line pricing tool during the ship's visit and after the ship's departure to verify that the contractor updates the On-line Pricing Application with the additional requirements and for the non-priced item the procedure established has been followed.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

5.5 Performance Objective #5

Final Price Report. A Final Price Report must be reported in On-line Pricing Application Tool and itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 within forty eight (48 hours) after a ship leaves port. The HSP shall include all paid and unpaid invoices to the report.

Any changes to final prices paid shall be updated within the On-line Pricing application within one (1) calendar day of the change.

Method of surveillance: periodic checks of the On-line Pricing Application during port visits and forty eight (48 hours) after a ship leaves port.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

5.6 Performance Objective #6:

Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.

Method of surveillance: After each ship visit, the ship submits a port visit cost report indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

6.0 METHODOLOGIES TO MONITOR PERFORMANCE

6.1 In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate contractor performance. The Contracting Officer will use the On-line Pricing Application, the LogSSR and any input from the requiring activity as sources of comments on the contractor's performance.

6.2 The ships always have the option to communicate complaints to the Contracting Officer as opposed to the contractor. The complaints can be submitted during or after the visit; however the primary document that reports the complaints is the Port Visit Cost Report (PVCR). The Contracting Officer will accept the ships complaints and will investigate.

7.0 QUALITY ASSURANCE REPORTING

7.1. Within 30 days following the end of each quarter, the COR/PCO will prepare a report that shows the level of acceptance for each performance objective reached throughout the quarter. An overall average of the performance area objective area scores will be tracked for each port visit and for all port visits within the quarter. 80% is the overall goal for performance in each of these areas.

8.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

8.1 The Government shall use the observation methods cited to determine whether the AQLs have been met. The Government will evaluate the results which then may be translated into the specific negative incentives should performance not meet the AQL (for failure performance, see paragraph 9.0)

8.2 The PCO may require the contractor's project manager, or a designated alternate, to meet with the Government personnel as deemed necessary to discuss performance evaluation. The PCO will define a frequency of in-depth reviews with the contractor. However, if the need arises, the contractor will meet with the PCO as often as required or per the contractor's request. The agenda of the reviews may discuss:

- Performance measured by the metrics and trends
- Issues and concerns of both parties
- Recommendations made by the KO based on contractor information
- Issues arising from independent reviews and inspections

8.3 The PCO and contractor should jointly formulate tactical and long–term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the PCO.

9.0. FAILURE TO PERFORM

9.1 The contractor may be contacted for consideration, may receive negative past performance ratings or may be terminated based on failure to perform.

Consideration: The KO will negotiate consideration in instances where the HSP fails to meet performance requirements.

Negative Past Performance Ratings: The COR may submit negative performance information into the Contractor Performance Assessment Reporting System (CPARS).

Termination. If the KO determines that the contractor has failed to perform to the extent that a termination for cause is justified, the KO shall issue a notice of termination, consistent with FAR Part 12.

LIST OF ATTACHMENTS

Attachment 10a. QASP Matrix

Attachment 10a: QASP Matrix

Attachment 4a	Required Service	Levels

Required Service	Performance Standards	Method Of Surveillance	Goals
Timely submission of estimates within 48 hours after receipt of the order.	Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2. The On-line Pricing Application Tool may be utilized for the creation of the estimate.	E-mail received by the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided..	- On time 100% - Up to 2 working days late, but before ship's arrival 80% - 3-4 working days late, but before ship's arrival 60% - Over 4 working days late but before ship's arrival 40% - None before ship's arrival 0%
LogSSR and final cost reports	Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.	LogSSR Data-base	- Within 7 calendar days after ship's departure 100% - Within 08-14 calendar days after ship's departure 80% - Within 15-30 calendar days after ship's departure 50% - Over 30 calendar days after ship's departure 0%
LogSSR report accuracy	LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages)	Compare the LogSSR data and PVCR/invoice data.	- No errors 100% - 1 error 80% - 2 errors 60% - 3 errors 40% - Over 3 errors 0%

In Port Pricing	(1) The HSP shall maintain the online pricing application's 'real-time' pricing capability and update ALL pricing and ordering data during the actual performance period the ship is in port. The HSP shall continue to scan support documentation into the application during the entire port visit. (2) The HSP shall update this report at least once per day of performance between the hours of 0700 and 2300, if relevant, while ship is in port until the completion of the ship's visit.	On-Line Pricing Application	- Satisfied 100% - Not Satisfied 0%
Final Price Report	(1) A Final Price Report must be reported in On-line Pricing Application Tool and itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 within forty eight (48 hours) after a ship leaves port. The HSP shall include all paid and unpaid invoices to the report (3) Any changes to final prices paid shall be updated within the application one (1) calendar day of the change.	Online Pricing Application	- Satisfied 100% - Not Satisfied 0%
Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.	After each ship visit, the ship submits a port visit cost report to indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.	Ship's port cost visit report, observations, complaints	- Satisfied 100% - Not Satisfied 0%

Attachment 11 - QUALITY ASSURANCE FOR PROVISIONS

September 2006

SECTION I. GENERAL REQUIREMENTS

1. **SANITARILY APPROVED SOURCES:** All subsistence items shall be from approved sources as authorized, or exempted in NAVSUPINST 4335.4F/AR 40-657/AFR 161-32/MCO P10110.31G. Name and address of processing facility shall identify any subcontracting entities utilized other than the primary contractors. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore has available approved source listings of authorized subsistence incorporated into VETCOM Circular 40-1, Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Hawaii and Pacific) and other regions maintained and published by HQ, US Army Veterinary Command, Fort Sam Houston, Texas (http://vets.amedd.army.mil/vetsvcs/approved.nsf). The U.S. Army Veterinary Representative, prior to commencing a contract/Blanket Purchase Agreement (BPA), shall inspect all required potential sources identified. Failing to pass inspection shall be grounds for not issuing a BPA and grounds for cancellation if the facility fails inspection after a BPA has commenced. This applies to all contractors and subcontractors. Documents cited here shall be provided to the contractor upon written request.

2. **DELIVERY VEHICLES:** The supplies delivered under this contract/BPA shall be transported in a sanitary enclosed/covered or open flatbed vehicle. Semiperishable items delivered in open flatbed vehicle shall be covered with a tarp to protect products from rain or foreign objects. Vehicles shall be equipped to maintain the appropriate temperature for the subsistence being delivered. Vehicles shall be maintained in a sanitary condition to prevent contamination of the food and shall be subject to inspection by the government at all reasonable times. Supplies submitted for acceptance in vehicles, which are not sanitary, may be rejected without further inspection. Concurrent transportation of bulk contained pesticides, rodenticides, petroleum products, inedible products, household chemicals, or other caustic or volatile compounds are undesirable but occasionally necessary. When a carrier jointly transports subsistence and cleaning agents or hazardous products, the cleaning agents or hazardous products shall be segregated from the subsistence to the greatest extent. Segregated to the greatest extent means that all cleaning agents or hazardous products shall be unitized, loaded completely lower and horizontally from the subsistence to the maximum distance allowed by the physical configuration of the carrier. Shrink-wrap shall be used to secure items to pallets and provide stabilization.

3. **CODE DATING:** Master-shipping boxes shall be stamped or embossed with code dates, except Fresh Fruits and Vegetables, (FF&V). Coding must represent the date of slaughter, production, pasteurization, manufacture, or expiration/pull date. Open code shall have the date, month and year or Julian date, (last number of the year with the number of days). Closed code, such as letters and numbers, shall have an accompanying letter from the manufacturer explaining the code and shelf life.

4. **PACKAGING:** Standard commercial packaging is acceptable as long as it meets the requirements set forth in this agreement, product is protected from contamination, and quality is preserved. Products shall be packaged in non-returnable commercial containers that do not exceed 55 pounds or 25 kilograms per container. The use of a plastic shrink-wrap to secure items to the pallet shall be minimized.

5. **SHELF LIFE REQUIREMENTS:** Unless otherwise specified in this agreement, products shall be delivered with not less than one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining. If the supplies delivered DO not have the minimum number of days of shelf life remaining as set forth in this agreement, the government shall have the right to reject and/or require replacement.

6. **TEMPERATURE REQUIREMENTS:** Unless otherwise specified in this agreement, all perishable products shall be delivered between 32°F-41°F (0°C-5°C) for chilled and 0°F (-18°C) or below for frozen. Temperatures shall be checked between the primary container and the outer container to reduce product damage. If a discrepancy is suspected, internal temperature shall be checked prior to rejection or acceptance of the products.

7. **REJECTED ITEM:** Any item recommended for rejection by the U.S. Army Veterinary Representative or receiving activity shall be annotated on the invoice or delivery receipt. The Contracting Officer Representative shall negotiate on price adjustment for quality or short shelf life defect as requested by receiving activity based on the U.S. Army Veterinary

Representative inspection results. Replacements shall be coordinated with the Contracting Officer Representative as requested by the receiving activity.

8. **FOREIGN ORIGIN PRODUCTS:** Foreign establishments DO not have to be Directory listed if the prepackaged finished items they produce are imported by distributors or brokers into the continental United States, Hawaii or Alaska for sale to U.S. Armed Forces. This exemption Does not apply to establishments importing food directly into the U.S. territories of American Samoa, Guam, or the Mariana Islands without entering the continental United States, Hawaii or Alaska.

9. **CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD:** See Appendix B below.

SECTION II. QUALITY ASSURANCE PROVISIONS BY ITEM

1. **DAIRY PRODUCTS:**

a. Milk products shall be from approved sources and meet the raw, pasteurized, bacteriological and chemical requirements of the United States Public Health Service (USPHS) Publication 229 (Grade A Pasteurized Milk Ordinance). Frozen deserts and novelties shall be from approved sources in accordance with applicable military or local specifications or in the absence of applicable specifications, good manufacturing practice. Bacteriological and chemical testing may be accomplished at origin or destination. The U.S. Army Veterinary Representative shall submit non-conforming results to the Contracting Officer and provide a copy furnished to the contractor with a letter of explanation. The letter shall inform the contractor that unreliable quality controls may result in suspending further deliveries in accordance with NAVSUPINST 4355.6A/AR 40-70. NAVSUPINST 4355.6/AR 40-70 sets forth the microbiological testing program and suspension procedures for dairy products.

b. Temperature on delivery: Fresh dairy products shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C). Frozen products shall be delivered at 0^{o}F (-18^{o}C) or below.

c. Cheese Related Products:

(1) Soft cheeses such, as mozzarella, natural provolone, cream cheese, and etc., shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C).

(2) Hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, etc., shall be delivered between 32^{o}F and 50^{o}F (0^{o}C and 10^{o}C).

2. **FRESH FRUITS AND VEGETABLES (FF&V): See Appendix A.**

a. All FF&V shall be freshest product available. FF&V shall have eye appeal and shall be a minimum of 90% free from quality defects and 100% free of decay or loss. The Contracting Officer Representative shall negotiate a downward price adjustment for quality defects based on the U.S. Army Veterinary Representative inspection results and confirmed by receiving activity.

b. FF&V shall be delivered in an enclosed vehicle, equipped to maintain the temperature required for the type of FF&V. Mixed loads of FF&V shall be between 35^{o}F and 55 °F (2^{o}C and 12^{o}C).

c. FF&V such as bananas that are sensitive to ethylene oxide shall not be palletized and wrapped with items that are ethylene oxide producers such as apples. Plastic wrapped around the product inside the boxes shall be removed to allow air circulation.

d. Fresh mushrooms shall not be packaged airtight. Packages that are wrapped in plastic shall have air hole cut into plastic 1/8 inch in diameter or larger.

e. FF&V such as bananas, potatoes and onions that are sensitive to chill damage shall be delivered without refrigeration or not less than 56 °F (14^{o}C). FF&V delivered in an open flatbed vehicle shall be protected with a tarp.

f. For repacked FF&V, the recycled boxes shall be clean and odorless; weigh not more than 45 pounds, (20 kilograms); labeled with the name and weight of the item on two adjacent sides of the box and legibly handwritten or printed.

3. **FROZEN MEAT AND POULTRY**

a. Unless otherwise requested, all frozen meat and poultry products must be USDA inspected or USDA certified. They must be listed in one of the following publications: "Meat and Poultry Inspection Directory", or "Directory of Sanitarily Approved Food Establishment for U.S. Armed Forces Procurement. ".

b. Temperature at delivery shall be $0^{o}F$ ($-18^{o}C$) or below. If the product is frozen to the point that a bimetallic thermometer cannot be pushed into the product and there does not appear to be significant surface thawing or crystallization the product shall be considered acceptable. These factors shall be considered due to the lack of proper equipment for drilling frozen item.

c. Age at delivery in the frozen state:

(1) Beef shall be delivered no more than 12 months after the date of pack.

(2) Poultry shall be delivered no more than 12 months after the date of pack.

(3) Pork shall be delivered no more than 12 months after the date of pack.

(4) Lamb and veal be delivered no more than 12 months after the date of pack.

NOTE: If the manufacture, slaughter or expiration date is stamped, not embossed on the box, the Health Certificate from origin shall be available for verification by the inspecting U.S. Army Veterinary Representative.

4. **FROZEN WATERFOODS:**

a. Temperature at delivery $0^{o}F$ ($-18^{o}C$) or below and shall be checked using the guidance reference previously in paragraph II.3.a.

b. Age at delivery in the frozen state:

(1) Seasonal packed items shall be delivered no more than 12 months after the date of pack.

(2) Oysters shall be delivered within 6 months of shucking/freezing.

(3) Shrimp shall be delivered within 180 days, of packaging/freezing.

c. General Guidance: All items shall be delivered in excellent condition, practically free of parasites, and show no evidence of mishandling.

5. **SHELL EGGS:**

a. Shell eggs shall be cleaned and free of damage (broken, cracked, leaker, etc.,). The U.S. Army Veterinary Representative shall recommend rejection of eggs with excessive dirt or feces.

NOTE: A small quantity of dirt is allowed on eggs delivered from plants that are only approved for unwashed eggs, small defined as having relatively little size or slight dimension.

b. Fresh shell eggs delivered directly from the farms within 48 hours of production may be delivered in unrefrigerated vehicles that are covered. The vehicles must meet all the requirements listed in Section I, par. 2. Boxes shall be marked with the date of production with the vendor's name and address.

c. Chilled fresh shell eggs that are procured from food distributors shall be delivered in refrigerated vehicles and shall be delivered within 15 days from the date of packaging. Internal temperature of eggs at delivery must be 41°F (5°C) or below.

6. **BAKERY PRODUCTS:**

a. Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined.

b. Bakery products shall be delivered within 48 hours from the date of production. Frozen bakery products shall be delivered within 6 months from the date of production, (SL 12 months), and in a refrigerated truck with a temperature of 0°F (-18°C).

SECTION III. SPECIFIED ANCHORAGE DELIVERIES

1. Due to the special circumstances associated with anchorage deliveries, the following exceptions are authorized, but shall not relieve the contractor or the BPA holder of any other requirements in the Quality Assurance Provisions unless specifically listed below:

a. Dairy products may be delivered in non-refrigerated containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. When a refrigerated unit is not used, the dairy products shall be packed in special containers that hold multiple units of product (bi-wall/tri-wall boxes), with dry ice based on the product weight to maintain internal temperature of 41°F (5°C). The special container shall be packed to allow air circulation within. Dairy products shall be given the highest priority for loading/off-loading upon receipt.

b. FF&V may be delivered in unrefrigerated containers in the most expeditious manner to ensure the least amount of exposure to high temperatures.

c. Miscellaneous frozen products may be delivered in non-freezer containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. Frozen items shall be packed with dry ice based on the product weight to maintain frozen state. The special container shall be packed to allow air circulation within. Although slight temperature deviations may occur, proper packaging and sufficient quantities of dry ice shall preclude excessive temperature deviations and thawing. Any item showing sign of thawing shall be rejected.

2. Although special considerations are authorized in anchorage deliveries, no exceptions have been authorized or shall be accepted for reduced sanitary standards, including the sanitation of the vehicles, boats, and shipping containers. The reuse of containers to transport products with dry ice is authorized as long as the container is sanitary and serviceable.

3. No deviations to these Quality Assurance Provisions are authorized without prior written approval from the Contracting Officer and U.S. Army Veterinary Representative. Deviations shall be granted prior to quotes being accepted and only for the particular delivery in question.

APPENDIX A, PERISHABLE FOODS, TO ATTACHMENT 8 (QA PROVISIONS)

The following are requirements that apply to this contract:

PERISHABLE SUBSISTENCE COMPATABILITY GROUPS
(Extracted From DLAM 4145.12/ TM 38-400, April 1994)

Group 1

Temperature: 32° to 34°F (1° to 1°C).
Relative humidity: 90 to 95 percent.

Atmosphere: Normally used on berries and cherries only -10 to 20 percent CO_2.
Ice: Never in contact with commodity.

Note: Most members of this group not compatible with Group 6a or 6b because ethylene production by Group 1 can be high, and thus harmful to members of Group 6a or 6b.

Apples (except those varieties listed in Group 3)
Apricots
Berries (except cranberries) Cherries.
Figs (not with apples, danger of odor transfer to figs; also see Group 6a)
Grapes (not fumigated with surfer dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages).
Peaches
Pears
Persimmons Plums and Pomegranates
Quinces

Group 2

Temperature: 55° to 65°F(13° to 18°C)
Relative humidity: 85 to 95 percent.
Ice: Never in contact with commodity.
Avocados
Bananas
Eggplant {also see Group 5)
Grapefruit [1]
Guava
Limes
Mangoes
Muskmelons, other than cantaloupes
Casaba
Crenshaw
Honey Dew
Persian
Olive, fresh
Papayas
Pineapples {not with avocados, danger of avocados' odor absorption)
Tomatoes, green
Tomatoes, pink {also see Group 4)
Watermelons (also see Group 4 and 5)

Group 3

Temperature: 36° to 41°F (2°to 5°C).
Relative humidity: 90 to 95 percent: cantaloupes about 95 percent.
Ice: In contact with cantaloupes.
Apples (Grimes Golden and Jonathan (both, certain areas), Yellow Newton (California) and Mclntosh
Cantaloupes
Cranberries
Lemons [1] (use 50 to 55°F for more than a month)
Lychees (also see Group 4)
Oranges 1(Florida or Texas)
Tangerines

Group 4

Temperature: 40° to 45°F (4° to 7°C): beans 38° to 42°F (3° to 6°C).
Relative humidi1y: About 95 percent
Ice: Never in contact with commodity.
Beans snap
Lychees (also see Group 3)
Okra
Oranges [1] (California or Arizona)
Pepper; green (not with beans)
Pepper, red (if with green peppers, temperature adjusted toward top of range)
Squash, summer
Tomatoes, pink (also see Group 2)
Watermelons (also see Groups 2 and 5)

Group 5

Temperature: 50° to 55°F (10° to 13°C): ginger not below 55°F.
Relative humidity: 85 to 90 percent.
Ice: Never in contact with commodity.
Cucumbers
Eggplant (also see Group 2)
Ginger (not with eggplant, also see Group 7)
Potatoes (late crop)
Pumpkin and Squashes, winter
Watermelon (temperature adjusted for other members of the group; also see Groups 2 and 4),

Group 6a

This group, except for figs, grapes and mushrooms, is compatible with Group 6b
Temperature: 32° to34°F (0° to 1°C)
Relative humidity: 95 to 100 percent.
Ice: Never in contact with asparagus, figs, grapes, and mushrooms
Artichokes
Asparagus
Beefs, red
Endive and escarole
Figs (also see Group 1)
Grapes (not furnished with sulfur dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages)
Greens
Leek (not with figs or grapes)
Lettuce
Mushrooms
Parsley
Parsnips
Peas
Rhubarb
Salsity
Spinach
Sweet Corn
Watercress

Group 6b

This group is compatible with Group 6a, except for figs, grapes and mushrooms.

Temperature: 13°to 13°F (0° to l°C)
Relative humidity: 95 to 100 percent
Ice: Contact acceptable for all
Broccoli
Brussels sprouts
Cabbage
Cauliflower
Celeriac
Celery
Horseradish Kohlrabi
Onions green (not with rhubarb. Figs, or grapes; probably not with mushrooms or sweet corn)
Radishes
Rutabagas
Turnips

Group 7

Temperature: 5° to 65°F (13° to 18°C)
Relative humidity: 85 to 90 percent.
Ice: never In contact with commodity.
Ginger (also see Group 5)
Potatoes, early crop (temperatures adjusted for others)
Sweet Potatoes

Group 8

Temperature: 32°to 34°F (0° to 13°C)
Relative humidity: 65 to 70 percent.
Ice: never in contact with commodity.
Garlic
Onions dry

[1] Citrus fruits -Biphenyl fungicide may impart off odors to other commodities

The above information was extracted from Lipton, W.J. and J. M. Harvey, Compatibility of Fruits and Vegetables During Transport in Mixed loads, US Department of Agriculture Research Service, ARS51- 48 (September 1972).

Appendix B - <u>CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD</u>

Microbiological criteria for dairy products[1,2]

Product(s)	Standard Plate Count (SPC) (See notes 3&4)	Coliform count (See note 4)	combined yeast and mold count (See note 4)	Preliminary incubation count (See note 5)
Aseptically processed and packaged Milk and milk products	0 per ml (See notes 6&7)		0 per ml (See note 6)	0 per ml (See note 6)
Buttermilk and acidophilus milk		10 per gram		
Cottage cheese		10 per gram		10 per gram
Cream, sour cultured		10 per gram		10 per gram
Grade A pasteurized milk and milk products	20,000 per ml		10 per ml	200,000 per ml

Ice cream products, flavored, fruit and / or nuts	50,000 per gram	20 per gram	
Ice cream products, vanilla and plain flavored	50,000 per gram	10 per gram	
Frozen dessert mix:			
Vanilla flavor	50,000 per gram	10 per gram	10 per gram
other flavors	50,000 per gram	20 per gram	10 per gram
Yogurt, chilled		10 per gram	
Yogurt, frozen, plain		10 per gram	
Yogurt, frozen, flavored		20 per gram	
Yogurt, soft serve mix		10 per gram	

Notes:
1. Phosphates as specified in the PMO.
2. Products shall be free of antibiotic or pesticide residues or below the action levels established for such residues by the applicable Federal Regulatory Agency. Antibiotic residue testing shall be by the method described in the PMO. Examinations and test to detect adulterants, including pesticides, shall be conducted by methods recognized by the applicable Federal regulatory agency.
3. Not applicable to cultured products.
4. All counts are maximum allowed standards.
5. Samples must be received within 72 hrs of pasteurization. Preliminary incubation test is used as a determination of keeping quality.
6. Nonconformance's will be considered an imminent health hazard.
7. Either aerobic or anaerobic SPC.

Microbiological criteria for Environmental Swabs[1,2]			
	Aerobic Plate Count (APC)	Coliform Count	
ATP (RLU) Counts			
Environmental swab	100 per 50 sq cm	10 per 50 sq cm	See Note 3

Notes:
1. Microbiological counts can be used as an index for evaluating the sanitation status of processing equipment and the facility.
2. All counts are maximum recommended limits.
3. Relative Light Units (RLU) are directly correlated to log cfu/sq cm . RLU maximum tolerances are dependent upon the manufacturer of the ATP bioluminescence reader. Follow manufacturer's instructions for RLU limits.

Microbiological criteria for Fish, fresh or frozen, including shellfish		
Counts[4]	m	M
Aerobic Plate Count (APC)	5,000 per gram	1,000,000 per gram
E. coli	10 per gram	500 per gram
Staphylococcus aureus	100 per gram	1,000 per gram

Vibrio parahaemolyticus [1]	10 per gram	100 per gram
Vibrio vulnificus[2,3]	Zero (0) Tolerance	
Salmonella[2]	Zero (0) Tolerance	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Used for oysters and fish designed to be consumed raw.
2. No viable pathogen in a 25 gram sample.
3. Limit is established as non-detectable depending on method used and detection limit.
4. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Fruit Juice, Fresh or Frozen

Product(s)	Standard Plate Count (SPC) [3] m	Standard Plate Count (SPC) [3] M	Coliform count	Combined Yeast and Mold count
Aseptically processed juice[1]	0		0	0
Pasteurized Juice[2]		20,000 per ml	20 per ml	200 per ml
Non-Pasteurized Juice[4]	50,000 per ml	100,000 per ml		

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Must be labeled as aseptically processed and process must be verified.
2. Must be labeled as pasteurized.
3. Plate count limits for juices, except for aseptically processed juice, are used as a quality indicator and may assist in determining keeping quality and/or shelf life.
4. Non-pasteurized juice is not approved for US Armed Forces Procurement.

Microbiological criteria for Kimchee [1,3,4]

Counts [9]	m	M
Coliform (MPN)	10 per gram	
Clostridium perfringens	100 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Pseudomonas ssp [7]	200 per gram	

Streptococcus ssp [7]	10 per gram	
Listeria monocytogenes[8]	0	
Salmonella ssp[2,8]	0	
Vibrio ssp[5,8]	0	
Salt %	≥ 2.5/wt	≤ 3.5/wt
pH	≥ 4.2	≤ 4.7
Polygalacturonase [6]	Negative	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Products containing monosodium glutamate (MSG), nuts or nut oils must be labeled appropriately to reflect potential allergenic contents.
2. Only for varieties containing meat or poultry, sprouts, watercress or melon.
3. Varieties of Kimchee include, but are not limited to: Vegetables: winter, spring, cucumber, wrapped, Yolma, Chang, radish (Nabak), white (Pak), western-cabbage, pony-tail radish (Chonggak), eggplant, green onion, pumpkin, spinach, leek, green pepper; Chanachi: radish, green pepper, cucumber, garlic cabbage; Kaktagi: radish, radish and oyster Kaktuki; Tong Chimi;: radish tongchimi; Shikhae: chicken, andong, Alaskan Pollock shikhae.
4. All Kimchee products must be delivered and stored refrigerated with a definitive shelf life marked on each container.
5. Only for varieties containing fish or seafood ingredients.
6. Polyglacturonase activity is an indicator of overripening and spoilage, inferring the possible presence of Bacillus subtilus, Saccaromyces fragilis, Candida pseudotropicalis, Oospora lactis, Asperfillus ssp., and Penicillium ssp.
7. Excessive acidification may be due to high counts of these organisms; this is an indicator of very poor quality product.
8. Zero tolerance pathogens.
9. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Retail Ground Beef, Beef Trimmings, Ground Pork , Poultry (Chilled or Frozen)		
Counts	m	M
Aerobic Plate Count (APC)	100,000 per gram	1,000,000 per gram
Fecal Coliform	50 per gram	500 per gram
Total coliform	100 per gram	1,000 per gram
E. coli	10 per gram	< 110 per gram
Coagulase Positive Staph	<100 per gram	500 per gram
Salmonella species	Zero (0) Tolerance[1]	
E.coli O157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.

Microbiological limits for Sandwiches, Prepared Salads and Spreads, Bagged Salad, and Cut Vegetables [4]		
Counts[3]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli most probable number (MPN)	3 per gram[2]	10 per gram
Coliform (fecal)	10 per gram	100 per gram
Yeast and mold count	200 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Campylobacter jejuni	Zero (0) Tolerance[1]	
Salmonella species	Zero (0) Tolerance[1]	
Listeria moncytogenes	Zero (0) Tolerance[1]	
E. coli 0157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that "M" are of marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. No viable pathogen in a 25 gram sample.
2. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
3. Products may not be examined for all microbial characteristics as listed above. Contact laboratory if specific tests are required.
4. Tuna, chicken, ham and egg salads are tested the same, regardless whether on bread or submitted in tubs, buckets or other retail containers.

Microbiological criteria for Soft Serve Ice (cream) Milk and Soft Serve Yogurt at the retail/user level[2]		
Counts	m	M
Standard plat count [1]	50,000 per gram	250,000 per gram
Coliform	10 per gram	100 per gram
Combined Yeast & Mold		100 per gram

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
Standard Plate Count (SPC) does not apply to yogurt products.
Soft serve and Yogurt machines.

Microbiological limits for Tofu		
Counts[2]	m	M

Aerobic plate count (APC)		100,000 per gram	1,000,000 per gram coli (MPN)
<3 per gram	10 per gram		
Staphylococcus aureus		100 per gram	1000 per gram
Salmonella species[1]		Zero (0) Tolerance[1]	
Listeria moncytogenes[1]		Zero (0) Tolerance[1]	
Yersinia entercoliticus[1]		Zero (0) Tolerance[1]	

Legend:
m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. Products may not be examined for all microbial characteristics as listed above.

Microbiological and Chemical criteria for Bottled Water[1] and Vending Machine Water[2] and Ice		
Counts	m	M
Coliform	0 per 100 ml	
Coliform (bottled water)	0 per 250ml	
Heterotrophic Plate Count [5]	1000 per ml	100,000 per ml
Pseudomonas aeruginosa	Zero (0) Tolerance	
Flouride[2]		
Arsenic[2]		
Trihalomethanes[2]		
Chlorine[2]		
Dissolved Solids[4]		
Silver [3]	None Detectable	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Bottled water is tested IAW the specific limits set forth by the Code of Federal Regulations (CFR) and current Environmental Protection Agency (EPA) regulations.
2. Vending machine water requirements are from the Association of Food and Drug Officials Model Code, 1997; Ice standards are derived from the International Packaged Ice Association. These are the minimum tests required for Vending Machine water.
3. Current published regulatory limits apply.
4. Only those machines utilizing silver impregnated carbon filters. Dissolved solids measurements are for vending machines labeled "Purified".
5. Ice and water derived from well water or surface water sources marketed at retail have higher allowable HPC limits. See current guidelines established in the CFR.

Microbiological criteria for Retail/User level Pre-packaged Deli and RTE Products[4]					
Product(s)	APC[3]	Listeria spp.[2]	Salmonella[2]	Coliform[2]	E.Coli O157:H7

Luncheon Meats, frankfurters, Beef, poultry & pork	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance
Cheese, soft and hard	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Pasteurized, liquid, frozen or Dried egg	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Pizza topping (meat & cheese)	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Dried meats sticks, jerky [1]	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance

Notes:
1. Yeast and mold combined count should not exceed 100 /g.
2. No viable pathogen in a 25 gram sample. All counts are maximum allowable limits.
3. See Table Below for APC values in RTE Products.
4. Includes all like type/style products not otherwise listed.

Additional Microbiological limits for Commercial (Food Court Style) RTE Products[2,4]

Counts	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli (MPN)	3 per gram [3]	10 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
E. coli 0157:H7[1]	Zero (0) Tolerance[1]	
Campylobacter jejuni	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. This table is primarily designed for hot food lines.
3. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
4. Products may not be examined for all microbial characteristics when submitted. These values are primarily used when conducting food borne illness investigations and overall quality characteristics.

PART VI - Summary of Directory Listing Requirements

Federal Supply Class (*Note 1)	Listing Required	Listing Not Required
8905 (*Notes 2, 3)	All fish, meat, poultry, and shellfish, including:	Crabs, live.
	Buffalo meat.	Crawfish, live.
	Fish, canned.	Fish, fresh or frozen, whole and/or eviscerated, head on or off, unscaled, unpackaged.
	Fish, fresh or fresh smoked, modified atmospheric packaged.	
	Fish, fresh or frozen, packaged.	Lobster, live.
	Herring, pickled.	Shrimp, fresh or frozen, whole or head off.
	Quail.	

	Rabbits.	
	Salmon, smoked.	
	Squid.	
8910	All dairy foods and eggs, including:	Chocolate drink mix, non-dairy.
(*Notes 4, 5)	Cream, sterilized.	Powdered dairy mixes.
	Creamer, coffee, dairy.	Toppings, non-dairy.
	Dairy soft serve mixes.	
	Desserts/puddings, frozen.	
	Egg nog, canned.	
	Egg substitutes.	
	Italian ices.	
	Topping, real cream.	
	Yogurt, fresh or frozen.	
8915	All pre-cut pre-packaged minimum processed fresh	All unprocessed fruits and
(*Note 7, 8)	fruits and vegetables.	vegetables.
	Kimchee.	Olives.
	Mushrooms, whole and sliced.	Fruit juices and nectars, shelf stable
	Salads, non-meat, with or without dressing	or frozen concentrate.
	(not USDA listed).	
	Vegetable sprouts.	
	Fruit juices and nectars, refrigerated.	
8920	Bakery and cereal products (baked and unbaked, fresh	All other bakery products, including:
(*Notes 6, 9)	and frozen), specifically:	Bagels.
	Croissants.	Batter mix, dry.
	Doughnuts	Biscuits, canned.
	Egg roll wrappers.	Breads, rolls, and buns.
	Flour and corn tortillas.	Cake mix, dry.
	Wet pasta (noodles).	Cakes, unfilled.
	Pastries.	Cookie mix, chilled or dry.
	Pies.	Cookies, unfilled.
	Soft pretzels.	Crackers.
	Won ton wrappers.	Cupcakes, unfilled.
	Filled bakery items.	Dough, frozen or chilled.
		Dumplings, frozen.
		English muffins.
		Flour.
		Fruitcakes.
		Melba toast.
		Muffins
		Pancake batter, frozen.
		Pancake/waffle mix.
		Pasta, dry (noodles).
		Pizza crust.
		Taco shells.
		Toaster pastries.
		Pie crusts, unfilled.
		Waffles, frozen.
8925		All confectionery, nuts, and sugars.
8930		All jams, jellies, and preserves.
8935		Bouillon and soups.
8940	Dietary foods and specialty preparations,	All other dietary and specialty
(*Notes 2, 3, 4, 5, 10)	specifically:	preparations, including:
	Fish, meat, poultry, dairy, egg, and shellfish products.	Baby formula, canned.
	Pickled eggs.	Chips, nacho or potato.
	Frozen dinners.	Creamer, coffee, imitation (non-

	Pudding novelties, frozen or chilled.	dairy).
	Tofu.	Dips.
		Nacho cheese, canned.
		Nutri-why.
		Popcorn.
		Puddings, canned.
8945		Fats and food oils, including margarine
8950		All condiments and related products, including:
		Salad dressings.
		Mexican salsa)
8955		All cocoa, coffee, and tea.
8960	Beverages, nonalcoholic; specifically:	All other nonalcoholic beverages, including:
	Ice.	Dry ice.
	Bottled water.	Fruit drink mix containing no fruit juices.
8965		Non-MRE beverages, alcoholic.
8970 (*Note 2)	MRE food composite packages	Non-MRE composite food packages.
8975		All tobacco products.

*Notes:

1. For complete item listing within each class of the 8900 (subsistence) Federal Supply Class (FSC) Group, refer to Federal Supply Catalog C8900-SL, Stock List--FSC Group 89 Subsistence.
2. Meat and poultry establishments listed in the *USDA Meat and Poultry Inspection Directory* may serve as sources of meat and poultry items as indicated. These products must bear the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to meat or poultry inspection acts must also be Directory listed for those items.
3. Directory listing is not required for establishments on the Interstate Certified Shellfish Shippers List (ICSSL). Fish, fresh or fresh smoked, modified atmospheric packaged (when distributed in a chill state) must be Packed Under Federal Inspection (PUFI) by the USDC or listed specifically in this Directory. Establishments supplying other fish products must be Directory listed unless listed by the United States Department of Commerce (USDC) in the *USDC Approved List of Fish Establishments and Products*.
4. Directory listing is not required for shell egg sources listed in the *Directory of Grading Offices and Plants Operating Under USDA Poultry and Egg Grading Programs.* Establishments listed in the *USDA Meat and Poultry Inspection Directory* for dried or liquid/frozen egg products may serve as sources for those products, as coded.
5. Establishments having a pasteurized milk compliance rating of 90 percent or higher, certified by a State milk sanitation officer, and listed in the *Sanitation Compliance and Enforcement Rating of Interstate Milk Shippers (IMS) List* may serve as sources of milk and milk products, as listed. Listing in this Directory is mandatory to serve as a source of other milk and milk products and/or frozen dessert items. Establishments listed in the *Dairy Plants Surveyed and Approved for USDA Grading Service* may serve as sources of manufactured or processed dairy products as listed by product code. Those operations denoted with "P" codes (packaging and processing) must be Directory listed when providing ungraded manufactured or processed dairy products.
6. Directory listing is not normally required for semiperishable and nonanimal origin ingredient sources for items such as ready-to-eat bakery products and ice cream.
7. Establishments processing ready-to-eat, chilled, and prepared non-meat salads (such as potato, egg, tuna, chicken, turkey, ham, bean, macaroni, or cole slaw) must be Directory listed.
8. Only pasteurized juices are authorized for purchase by the DOD.
9. Directory listing for natural and artificial cream or fruit filled pie crusts, cakes, and cookies is not required if the finished item will not support pathogenic microbial growth.
10. Establishments producing finished products containing less than 3 percent by weight components of animal origin may be exempted from Directory listing by the command publishing this Directory.

Attachment 12 - FLOATING LINE OF DEMARCATION SPECIFICATIONS

The following are Floating Line of Demarcation (FLD) Specifications used for this contract:

1. The Contractor shall provide a FLD to identify a restricted area in the water of approximately 330 feet (100 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. The FLD is to help identify a safe standoff zone.

2. The size of the FLD will depend on the class of ship. Pier side, the FLD should be positioned 330 feet (100 meters) fore and aft of the ship and 330 feet (100 meters) out into the water from the ship. If sufficient space is not available then the FLD will be positioned as far as possible from the ship. At anchorage, the FLD will be positioned 330 feet (100 meters) outside the swing radius of the ship.

3. There are two types of FLDs that are currently authorized.

3.1. Continuous Line FLD – If allowed by the Port, the Contractor shall provide a Continuous Line FLD per the specifications listed below.

3.1.1. The FLD must fully enclose ships at dockside or at anchorage. The FLD will have an Entry Control Point (ECP) where the FLD may be opened up when authorized watercraft require access to the ship. The Contractor will provide a boat and crew to open up and close the FLD at the ECP.

3.1.2. Specifications:

3.1.2.1. Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable ECP for access.Floatation devices positioned every meter on the line.

3.1.2.2. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing strobe lights (standing at least one meter high above the water) and positioned every 75 meters along the line.

3.1.2.3. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the FLD. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD intact at all times regardless of sea conditions. Failure of the system to remain in place may result in deductions to the invoice.

3.2. Buoy System FLD - This is an acceptable alternative to the Continous Line FLD requirement. Some Ports may require the buoys to be temporarily moved and replaced if a commercial ship requires the water space. Whether continuous line FLD or buoy system FLD is ordered and provided, billing shall be at the single rate specified in the Attachment 2 schedules for the ‘Floating Barrier/Line of Demarcation‘ under LLIN XX13AG.

3.2.1. The Contractor shall provide a Buoy System FLD per the specifications provided below.

3.2.2. The Contractor shall provide a Buoy System FLD to identify a restricted area around ships. The purpose of the Bouy System FLD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 100 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible on both ship and shore based radar. The Picket Boats will patrol outside of this visual reference. The Buoy System FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) workboats to tend to the Buoy System FLD at all times.

3.2.3. Provide the system with weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

Attachment 13 - PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

1. The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

2. The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

3. Ships at anchorage will normally require two Picket Boats.

4. The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate Lot Line Item in the contract.

5. The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

6. The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

7. The Picket Boat will meet the following requirements:

7.1. Licensed for commercial operations by local country Department of Transportation.

7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

7.4. If a deckhand crewmember is required, only qualified personnel are used.

7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

7.11.4. Portable Spotlight

Attachment 14 - SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

    1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

    1.2. Security guards may be provided through private security firms or through local police officials.

    1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

    1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

    1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pierside:

    2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

    2.2. All pierside guard services will be performed within the parameters of local Laws and Regulations.

    2.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

    2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

    2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

    2.6. The following equipment will be required as a minimum for each guard:

        2.6.1. Uniform as provided by contractor or authorities;

        2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. ROEs Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats:

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2 If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3 The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4 As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

Attachment 15 - FUEL SPECIFICATIONS

The following are the Fuel Specifications for this contract:

SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	**Requirement**	**Text Method**
Appearance, @ 25ºC or ambient temperature whichever higher	Clear, bright and free of vis particulates	D 4176 1/
Demulsification, @ 25ºC, minutes (max)	10	D 1401 2/
Density, @ 15ºC, kg/m^3 (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, ºC 50% point, ºC 90% point, ºC, (max) end point, ºC, (max) Residue º Loss, % vol., (max)	 Record Record 357ºC 385ºC 3.0	D 86 3/
Cloud Point, ºC, (max)	-1ºC	D 2500
Color, (max)	3	D1500
Flash Point, ºC, (min)	60ºC	D 93 4/
Particulate Contamination, mg/liter, (max)	10	D 5432 5/
Pour Point, ºC, (max)	-6ºC	D 97
Viscosity, @ 40ºCm mm^2/second	- 1.7 - 4.3	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100ml	1.5	D5304 (R), D 2274 6/
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664
Aniline Point, ºC, (min)	60ºC	D 611
Ash, % wt., (max)	0.005	D 482
Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 7/
Corrosion, @ 100ºC, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min) Cetane Index, (min)	42	D 613 (R), D 976 8/
Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 26
Trace Metals, ppm, (max) Calcium Lead Sodium plus Potassium Vanadium	 1.0 0.5 1.0 0.5	D 3605 9/
Additive Names and Dosages	Record	

1. If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709, 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains visible sediment or particulate matter, but meets the requirement of 10 mg/1 (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.

2. The demulsification text shall be conducted in accordance with the following exceptions:

(a) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.

(b) The test temperature shall be 25ºC.

(c) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute.

3. As the end point of the distillation is approached, if either a thermometer reading of 385ºC or a decomposition point is observed, discontinue the heating and resume the procedure as directed in ASTM D 86.

4. The flash point value is the absolute and no value less than 60ºC is permissible.

5. A one-liter minimum sample shall be used.

6. ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours to 40 hours.

7. When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fuel, without the cetane improver.

8. Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified in Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.

9. Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of the inspection authority.

Minimum Requirements for Purchases of Commercial Distillate Fuels ((Navy) Marine Gas Oil) for Bunkers

The following minimum requirements have been established for use when buying fuel (gas oil - 100% distillate) from commercial sources when F76 is not available. Marine Gas Oil is not acceptable as cargo fuel on Navy Oilers.

TEST	**METHOD**	**REQUIREMENTS**
1. Cetane Number	ASTM D 613	45 min
or		
Cetane Index	ASTM D 976	45 min

Note: A cetane index of 41 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exce maximum of 338ºC. A cetane number of 40 or above, but less than 45, is acceptable provided the 90% Distillation Po does not exceed a maximum of 338°C.

2. Appearance @ 21ºC or ambient temperature (whichever higher)	Visual	Clear & Bright
or		
Water and Sediment	ASTM D 2709	0.05% max
3. Distillation. 90% Point	ASTM D 86	375ºC max
4. Flash Point	ASTM D 93	60ºC min
5. Pour Point	ASTM D 97	Report

6. Cloud Point	ASTM D 2500	-1.1ºC (30 °F)
7. Viscosity @ 40ºC	ASTM D 455	1.7 - 4.5 CST
8. Color	ASTM D 1500	3 max
9. Gravity	ASTM D 1298, D 287	Record
10. Carbon Residue	ASTM D 524	0.35% max
11. Ash	ASTM D 482	0.01% max
12. Sulfur	ASTM D 129, D 1552 D2622	1.00% max
13. Copper Corrosion	ASTM D 130	3 max

C16.23-2 COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC JAN 1998)

Offered product shall conform to the following requirements which are suitable for Marine Gas Turbine.

	TEST	METHOD	REQUIREMENTS
1.	Cetane Number	ASTM D 613	42 min
	or		
	Cetane Index	ASTM D 976	43 min
	NOTE: A Cetane Number of 40 minimum, or a Cetane Index of 41 minimum, is acceptable provided the 90 Percent Distillation Point does not exceed a maximum of 338^{O}C.		
2.	Appearance @ 21^{O}C or ambient temp. (whichever higher)	Visual	Clear & Bright
	or		
	Water & Sediment	ASTM D 2709	0.05 vol % max.
3.	Distillation, 90% point	ASTM D 86	357^{O}C max.
4.	Flash Point	ASTM D 93	60^{O}C min
	NOTE: The flash point value is absolute and no value less than 60^{O}C is permissible.		
5.	Cloud Point	ASTM D 2500	-1.1^{O}C (30^{O}F) max.
	NOTE: Cloud Point results will be evaluated based upon bunkering location.		
6.	Viscosity @ 40^{O}C	ASTM D 445	1.7 - 4.5 cst
7.	Color	ASTM D 1500	3 max.
	NOTE FOR DOMESTIC ITEMS: This Color test requirement is deleted if red dye has been added in compliance with U.S. Environmental Protection Agency or Internal Revenue Service regulations; however, the resulting fuel/dye blend must have a red tint. It shall not be visually brown or darker in appearance.		
8.	Density @ 15^{O}C	ASTM D 1298	876 kg/m^3 max.
9.	Carbon Residue on 10% bottoms	ASTM D 524 ASTM D 189	0.35 mass % max.
10.	Ash	ASTM D 482	0.01 mass % max.

11.	Sulfur	ASTM D 4294, ASTM D 1552, or ASTM D 2622	1.0 mass % max.
12.	Corrosion	ASTM D 130	3 max.
13.	Distillate Fuel (fuel shall contain no residual)	None	100%

C36 FUEL OIL, INTERMEDIATE, GRADES RMB-10 (IFO 60)/RME-25 (IFO 180)/RMG-35 (IFO 380) (DESC MAY 1997)

Product shall conform to ISO 8217:1996 or ASTM D 2069-91. Product conforming to ASTM D 2069-91 shall meet the following additional requirements:

REQUIREMENTS	**GRADE RMB-10 (IFO 60)**	**GRADE RME-25 (IFO-180)**	**GRADE RMG-35 (IFO 380)**	**GRADE TEST METHOD**
Density @15°C, kg/m^3, max	981.0	991.0	991.0	ISO 3675/12185
Aluminum plus silicon, mg/kg, max	80	80	80	ISO 10478
Total Sediment, potential, %(m/m), max	0.10	0.10	0.10	ISO 10307-2

Attachment 16 - WATER TAXI SPECIFICATIONS

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxi specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated NAVSUP Fleet Logistics Center Yokosuka or its sites' Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor, the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including COMPACFLT.

5. COMSEVENTHFLT Specifications:

5.1. Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the respective countries. Notwithstanding compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

5.1.1. Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

5.1.2. Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

5.1.3. The following information shall be conspicuously posted in both English and (the appropriate foreign language):

5.1.3.1. Current Operator's/Captain's license and boat names.

5.1.3.2. Passenger/weight capacity limit notice.

5.1.3.3. Location of life jackets and other life saving equipment.

5.1.3.4. Location of all exits indicated in large letters.

5.1.3.5. Emergency procedures

5.1.4. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

5.1.5. Operation of the boat shall be in a safe and seaworthy manner.

5.1.6. The consumption of alcoholic beverages shall not be permitted aboard the boat.

5.2. Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by the respective countries for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

5.3. Security: During the term of this contract the ship(s) to be serviced (insert ship name if purchase order) agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

5.4. Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

5.5. Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

5.5.1. Hull

5.5.1.1. Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures.

5.5.1.2. Superstructure, including masts and stacks.

5.5.1.3. Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.

5.5.1.4. Provisions for drainage of sea water from exposed decks over the side and not into the bilges.

5.5.1.5. Access/egress points- adequacy of number and location.

5.5.2. Machinery

5.5.2.1. 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.

5.5.2.2. Main propulsion and auxiliary machinery essential to operation of boat.

5.5.2.3. Sea and bulkhead closure valves.

5.5.2.4. Bilge auction strainers and dewatering systems-bilge pump to be tested by operation

5.5.2.5. Bilges free of flammable liquids

5.5.3. Electrical

5.5.3.1. Cables.

5.5.3.2. Navigation, deck, and emergency lights.

5.5.3.3. Rotating electrical machinery; e.g., generators and motors --Storage batteries

5.5.4. Lifesaving equipment

5.5.4.1. Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.

5.5.4.2. Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.

5.5.4.3. First aid kits, life rings and distress lights.

5.5.4.4. Distress signaling devices

5.5.5. Fire fighting equipment

5.5.5.1. Fire pump - test by subjecting fire hose(s) to fire pump pressure.

5.5.5.2. Portable fire extinguishers.

5.5.5.3. Fixed systems, e.g., C02 cylinders.

5.5.6. Steering apparatus

5.5.7. Miscellaneous systems and equipment

5.5.7.1. Harbor charts.

5.5.7.2. Ground tackle and mooring lines.

5.5.7.3. Whistle/fog horn, bell.

5.5.7.4. Lighted compass.

5.5.7.5. Radar.

5.5.7.6. 2-way radio capable of Bridge-to-Bridge communications.

5.5.7.7. Current license.

5.5.7.8. Operator qualifications.

5.6. Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement-is that contained in paragraph 4.7 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

5.7. Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

5.7.1. Safety of operations. Insure the following are present and in working condition:

5.7.1.1. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.

5.7.1.2. Fire extinguishers sufficient for the size of the vessel operated.

5.7.1.3. Radio (with battery backup) capable of Bridge-to-Bridge communications.

5.7.1.4. Anchor/chain sufficiency for the size of the vessel operated.

5.7.1.5. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

5.7.2. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:

5.7.2.1. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

5.7.2.2. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.

5.7.2.3. Ensure no bare or exposed electrical wires or connections are located in the passenger area.

5.7.2.4. Validate that sufficient unobstructed exits are present and marked in English.

5.7.2.5. Verify that no missile hazards, gear adrift, or trip hazards exist.

5.7.3. The following shall be conspicuously displayed, in English:

5.7.3.1. Passenger/weight capacity.

5.7.3.2. Location and number of life jackets.

5.7.3.3. Location of life saving equipment.

5.7.3.4. Locations of exits (if not obvious).

5.8. Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

5.9. If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

Attachment 17 - REQUEST FOR SANITARY INSPECTION

SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
NAVSUP Fleet Logistics Center Yokosuka, Site Singapore
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD, BLDG 7-2
SINGAPORE 759657

Dear Sir:

We are interested in supplying (e.g. specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

Attachment 18 - NATIONAL PRIMARY DRINKING WATER REGULATIONS (NPDWR) TREATED WATER QUALITY STANDARDS

1. Contaminant levels for inorganic chemicals (effective 1 January 1993)

CONTAMINANT	*MCLG (mg/L) [1]*	*MCL (mg/L)*	*AL (mg/L [2])*
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0		.015 [4]
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
TOTAL NITRATE AND NITRITE (AS N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE :	4	4	

(1). Maximum contaminant level goal (MCLG). The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are nonenforceable health goals.

(2) Action level (AL). Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90th percentile" level is greater than 0.015 mg/L).

2. Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 - DICHLOROETHANE	0	0.005
1,1 - DICHLOROETHYLENE	0.007	0.007
PARA - DICHLOROBENZENE	0.075	0.075
1,1,1 - TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.6
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 - DICHLOROPROPANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES (TOTAL)	10	10

3. Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) effective 01 January 1993))

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3- CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S (AS DECACHLORBIPHENYL)	0	0.0005
ALDICARB	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10[(1)]

[(1)]. The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

4. Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites that are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Reference (d) contains sampling requirements for the Navy public water system.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Autoanalysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the multiple-Tube Fermentation (MTF) Technique, and the membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use is included in reference (1).

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, except where the State waives this requirement on a case-by-case basis.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the State may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before, unless the MCL has been violated and the system has notified the State (in which case the State may reduce or eliminate the requirement to take the remaining samples).

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms. Or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements that apply when a sample is fecal coliform-positive.

5. Turbidity The MCL for turbidity applies to both community water systems and noncommunity water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at State option).

b. Five turbidity units (maximum) average for 2 consecutive days.

c. These requirements apply to filtered systems until 29 JUNE 1993. The requirements apply to unfiltered systems that the State has determined, in writing, must install filtration until 29 June 1993 or until filtration is installed whichever is later. After the above dates, consult the latest edition of 40 CFR 141.

6. The MCL for Radiological Contaminants are:

Gross alpha particle activity including radium 226 but excluding radon and uranium . . . . . .15 pCi/L
Combined radium-226 and radium 228 . . .. .5 pCi/L
Tritium . . . . .20,000 pCi/L
Strontium-90. . . . . 8 pCi/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

7. Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

Attachment 19:Host Nation Port Fees Agreements SEVENTH Fleet AOR

General(all countries): United States military aircraft, warships, and auxiliaries (including USNS vessels, afloat pre-positioned force ships, and United States flagged, time-chartered vessels) will not pay taxes, tariffs, fees, or duties in foreign ports. In all cases, the U.S. will be liable to pay for specific services rendered at their request.

Additional country-specific language: Additionally, for the following countries, the described fees, dues, use charges will not be paid by the U.S.:

1. Australia

a. For the United States Armed Forces, use of **public services and facilities** owned, controlled or regulated by the Australian government or its instrumentalities, the terms of use, including charges, shall be no less favorable than those available to other users in like circumstances unless otherwise agreed.

b. The United States government will not pay for landing charges for the use of aircraft in any airport in Australia.

c. United States government will not pay toll charges, including light and harbor dues, for the use of port facilities owned, controlled or regulated by the Australian Government, nor shall such vessels be subject to charges, therefore, at these ports.

d. Chapeau Agreement – 1 Dec 1995 (Paragraph 5): In regard to the provision of logistics support, each Party shall provide, upon request and subject to availability, food, water, billeting, transportation, petroleum, oils, lubricants, clothing, communications services, medical services, ammunition, storage services, training services, repair and maintenance services, spare parts and components, access to and use of facilities, base operations support (including construction incident thereto), airfield and port services, as reflected in written arrangements between our national defense organizations. The furnishing of such support shall create a corresponding obligation to provide cash reimbursement, replacement in kind, or replacement of equal value, which shall be discharged, as may be set forth in a written arrangement. Payment, if required, for the provision of such logistics support, shall be calculated upon such terms as

are most favorable to the recipient under the national laws of the providing Party.

2. Brunei. The United States government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for vehicles, vessels and aircraft operated by or for the United States Armed Forces.

3. Diego Garcia. The United States government will not pay for the use of anchorage or airfields at Diego Garcia for aircraft and ships owned or operated by or on behalf of the Government of the United States (Collection of dues and charges for use of the anchorage and airfields at Diego Garcia which may be levied by the Commissioner shall be his responsibility).

4. Timor Leste. The United States government will not pay landing, navigation, overflight or parking charges, port and pilotage fees, or overland transit fees for vehicles, vessels, and aircraft owned or operated by or for the U.S. Armed Forces while in the Democratic Republic of Timor-Leste.

5. Japan. The United States government will not pay for tolls, fees or landing charges for vessels, vehicles, and aircraft operated by, for, or under the control of the United States for official purposes.

6. Republic of Korea. The United States government will not pay for tolls, fees or landing charges for vessels, vehicles, and aircraft operated by, for, or under the control of the United States for official purposes.

7. Malaysia. The United government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, while in Malaysia.

8. Micronesia and Marshall Islands. The United States government will not pay taxes, fees or other charges associated with the movement of United States Armed Forces aircraft, vessels and vehicles in the Marshall Islands and the Federated States of Micronesia, including access to and use by them of defense sites, ports, harbors and air-fields. However, the United States government will pay for specific services rendered at their request, including materials received at their request in connection with the use of ports, harbors and airfields in the Marshall Islands and the Federated States of Micronesia.

9. Mongolia. The United States government will not pay for navigation, landing, parking or overflight charges, or tolls or other use charges, while in Mongolia.

10. Palau. The United States government will not pay taxes, fees or other charges associated with the movement of United States Armed Forces aircraft, vessels and vehicles in Palau, including access to and use by them of defense sites, ports, harbors and airfields. However, the Armed Forces of the United States and United States contractors will pay for specific services rendered at their request, including materials received at their request in connection with the use of ports, harbors and airfields in Palau.

11. Papua New Guinea. The United States government will not pay for landing or port fees, navigation or overflight charges, including light and harbor duties, for vehicles, vessels and aircraft operated by or for the United States Armed Forces while in Papua New Guinea.

12. Republic of the Philippines. The United States government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for vehicles, vessels and aircraft operated by or for the United States Armed Forces while in the Philippines.

13. Russia. The United States government will not pay for landing fees, navigation charges, port charges, tolls and similar charges by the Russian Federation, or any subdivision thereof, for the access and movement of aircraft and vessels operated by or for the Government of the United States of America in connection with United States assistance programs in the Russian Federation.

14. Western Samoa. The United States government will not pay for landing or port fees, navigation or overflight charges, or tolls or other charges, including light and harbor dues for United States Armed Forces vessels, vehicles, and aircraft while in Western Samoa.

15. Singapore. The United States government will not pay for landing fees, port dues, customs inspection fees, navigation or overflight charges, or any other charges for United States Armed Forces vehicles, vessels, and aircraft by Singapore which do not

constitute fair and reasonable compensation for services requested and received.

16. Solomon Islands. The United States will not pay for landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues for United States Armed vehicles, vessels and aircraft while in Solomon Islands.

17. Tonga. The United States will not pay for landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for United States Armed Forces vehicles, vessels, and aircraft while in Tonga.

Attachment 20:Government Material Available for Use

Table 1 lists the type and location of Government Material available, at the time of contract award, for use in meeting requirements. The order of priority for use of this material is described in the Performance Work Statement paragraph 10.g. The Government provides no warranty that the Government Material listed in Table 1 will be available or usable throughout the period of performance of this contract. Use of this material is intended as a cost-saving measure for the Government where suitable material is available free of charge or at reduced prices to meet contract requirements. Material available from the Host Nation is annotated on the Attachment 2 pricing schedules where this information is available.

Table 1

Country	Port	Material Available	Comments
Japan	Fukuoka	fenders and brows	CFAS Sasebo
Japan	Kagoshima	fenders and brows	CFAS Sasebo
Japan	Miyazaki	fenders and brows	CFAS Sasebo
Japan	Nagasaki	fenders and brows	CFAS Sasebo
Japan	Oita	fenders and brows	CFAS Sasebo
Japan	Shimizu	fenders and brows	CFAY Yokosuka
Japan	Shimoda	fenders	CFAY Yokosuka
Japan	Shimonoseki	fenders and brows	CFAS Sasebo
Japan	Tokyo	fenders and brows	CFAY Yokosuka
Korea	All	2.5 x 3.5M fenders	see schedule comments
Korea	All	40',60',70' brows	see schedule comments
Korea	All	shore power cables	see schedule comments
Korea	Chinhae	fenders and brows	CFAC Chinhae
Singapore	Changi	20 ft brow platform	belong to NRCS
Singapore	Changi	40 ft brow	belong to NRCS
Singapore	Changi	50 ft brow	belong to NRCS
Singapore	Changi	60 ft brow	belong to NRCS
Singapore	Changi	fresh water coupler	belong to NRCS
Singapore	Changi	Potable water hoses	belong to NRCS
Singapore	Changi	Shore Power cables	belong to SUBGRU
Singapore	Changi	Shore Power cables	belong to NRCS
Singapore	Changi	Submarine flyaway kit	belong to SUBGRU
Singapore	Changi	Telephone pier adapters	belong to NRCS
Singapore	Changi	Expeditionary Security Barrier	to be used in lieu of line of demarcation

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00007	16-Nov-2012	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0017
	X	10B. DATED (SEE ITEM 13) 23-Jun-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: nysjll01132582

1. The purpose of this modificaiton is to incorporate Port of Rabaul into Lot 68 Papua New Guinea All Other Ports.
2. Attached Attachment 2 has been updated to reflect the change.
3. All other terms and conditions remain unchanged.

For the purpose of electronic distribution, the signed modification by GDMA on 16 November 2012 is hereby incorporated by reference.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 16-Nov-2012

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00006	24-Jul-2012	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0017
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 23-Jun-2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nysjll011217118

1. The purpose of this modification is to exercise Option Year I of the above contract for Husbanding Services Region 3 in accordance with FAR 52.217-9.

2. As a result of this modification, the estimated total contract value is increased from US6,441,719.00 by US$6,441,719.00 to a new estimated total of US$12,883,438.00.

3. The period of performance of the option period is from 24 July 2012 through 23 July 2013.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 18-Jul-2012

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $6,441,719.00 from $6,441,719.00 (EST) to $12,883,438.00 (EST).

The order period end date has changed from 23-Jul-2012 to 23-Jul-2013.

SUPPLIES OR SERVICES AND PRICES

CLIN 1003

The option status has changed from Option to Option Exercised.

SUBCLIN 1003AA

The option status has changed from Option to Option Exercised.

SUBCLIN 1003AB

The option status has changed from Option to Option Exercised.

SUBCLIN 1003AC

The option status has changed from Option to Option Exercised.

SUBCLIN 1003AD

The option status has changed from Option to Option Exercised.

SUBCLIN 1003AE

The option status has changed from Option to Option Exercised.

SUBCLIN 1003AF

The option status has changed from Option to Option Exercised.

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to CLIN 1003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC

POP 24-JUL-2012 TO 23-JUL-2013	N/A	N/A FOB: Destination

The following Delivery Schedule item has been added to SUBCLIN 1003AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2012 TO 23-JUL-2013	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 1003AB:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2012 TO 23-JUL-2013	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 1003AC:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2012 TO 23-JUL-2013	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 1003AD:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2012 TO 23-JUL-2013	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 1003AE:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2012 TO 23-JUL-2013	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 1003AF:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2012 TO 23-JUL-2013	N/A	N/A FOB: Destination	

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00005	03-May-2012	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0017
	X	10B. DATED (SEE ITEM 13) 23-Jun-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: nysjll011212955

1. The purpose of this modification is to replace Pago Pago with Apia under Lot 75, Western Samoa, All Ports.
2. Attached Attachment 2 has been updated to reflect the change.
3. All other terms and conditions remain unchanged.

For the purpose of electronic distribution, the signed modification by GDMA on 3 May 2012 is hereby incorporated by reference.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 10-May-2012

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SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00004	04-Apr-2012	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0017
	X	10B. DATED (SEE ITEM 13) 23-Jun-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: nysjll011211224

1. The purpose of this modification is to correct the unit of issue for LLIN5207BC and to include the Fleet Mail Center in Yokohama contact information. Changes are highlighted in yellow.
2. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
_____ (Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 04-Apr-2012

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:
PERFORMANCE WORK STATEMENT

SCHEDULE OF SUPPLIES/SERVICES AND PRICES

A. GENERAL

This contract is for performance of maritime husbanding support for U.S Navy ships visiting ports and operating in Region 3 of the Western Pacific and Indian Ocean. Additionally, the husbanding contractor may be called upon to provide services in support of Operations Other Than War (OOTW) within a Region's territorial boundaries. The Regions, countries and major ports included in each region are as follows:

Region 1 – South Asia (7 countries, 4 major ports)	
Bangladesh	Maldives • Male
Bhutan	Nepal (OOTW)
Burma	Sri Lanka
India • Chennai • Goa • Mumbai	
Region 2 – Southeast Asia (12 countries, 19 major ports)	
Brunei • Muara	Philippines • Manila • Puerto Princesa • Subic Bay
Cambodia • Sihanoukville	Malaysia • Kemaman • Kota Kinabalu • Penang • Sepangar
China • Hong Kong	Singapore • Changi • Sembawang
Indonesia • Bitung • Jakarta • Surabaya	Taiwan
Laos (OOTW)	Thailand • Laem Chabang • Phuket • Sattahip
Palau	Vietnam • Da Nang
Region 3 – Australia and the Pacific Islands (17 countries, 8 major ports)	
Antarctica	New Caledonia

	• Noumea
Australia • Brisbane • Darwin • Fremantle • Sydney	New Zealand
East Timor • Dili	Papua New Guinea
Fiji	Solomon Islands • Honiara
French Polynesia	Tonga • Nuku Alofa
Kiribati	Tuvalu
Marshall Islands	Vanuatu
Micronesia	Western Samoa
Nauru	
Region 4 – East Asia (4 countries, 12 major ports)	
Japan • Fukuoka • Kagoshima • Maizuru • Nagasaki • Osaka • Shimoda • Tokyo	South Korea • Chinhae • Pohang • Busan • Donghae
Mongolia (OOTW)	Russia • Vladivostok

Region Item and Price Structure

Major ports are indicated by name of port (e.g., Goa, Vladivostok, Sydney, etc.). A fully priced proposal must be received for ALL line items in a Region for it to be considered acceptable. For OOTW, a proposal only for Management Fees is required.

The contract is sub-divided into Lots. Targeted lots are identified in bold print below and by highlighted tabs in Attachment 2, Pricing Schedule. Lots may be for individual ports or they may include several ports under one Lot. For this contract, the following Lots apply:

Region 1 – Lots 01 – 15 (7 countries, 4 major ports)

Lot 01 – Bangladesh, All Ports, Husbanding Services and OOTW
Lot 02 – Burma (Myanmar), All Ports, Husbanding Services and OOTW
Lot 03 – India, Chennai, Husbanding Services and OOTW (*)
Lot 04 – India, Goa, Husbanding Services and OOTW (*)
Lot 05 – India, Mumbai, Husbanding Services and OOTW (*)
Lot 06 – India, All Other Ports, Husbanding Services and OOTW
Lot 07 – Maldives, Male, Husbanding Services and OOTW (*)
Lot 08 – Maldives, All Other Ports, Husbanding Services and OOTW
Lot 09 – Sri Lanka, All Ports, Husbanding Services and OOTW
Lot 10 – Nepal, OOTW
Lot 11 – Bhutan, OOTW
Lot 12 – 15, Reserved

Region 2 – Lots 16 – 51 (12 countries, 19 major ports)

Lot 16 – Brunei, Muara, Husbanding Services and OOTW (*)
Lot 17 – Brunei, All Other Ports, Husbanding Services and OOTW
Lot 18 – Cambodia, Sihanoukville, Husbanding Services and OOTW (*)
Lot 19 – Cambodia, All Other Ports, Husbanding Services and OOTW
Lot 20 – China, Hong Kong, Husbanding Services and OOTW (*)
Lot 21 – Indonesia, Bitung, Husbanding Services and OOTW (*)
Lot 22 – Indonesia, Jakarta, Husbanding Services and OOTW (*)
Lot 23 – Indonesia, Surabaya, Husbanding Services and OOTW (*)
Lot 24 – Indonesia, All Other Ports, Husbanding Services and OOTW
Lot 25 – Palau, All Ports, Husbanding Services and OOTW
Lot 26 – Philippines, Manila, Husbanding Services and OOTW (*)
Lot 27 – Philippines, Puerto Princesa, Husbanding Services and OOTW (*)

Lot 28 – Philippines, Subic Bay, Husbanding Services and OOTW (*)
Lot 29 – Philippines, All Other Ports, Husbanding Services and OOTW (*)
Lot 30 – Malaysia, Kemaman, Husbanding Services and OOTW (*)
Lot 31 – Malaysia, Kota Kinabalu, Husbanding Services and OOTW (*)
Lot 32 – Malaysia, Penang, Husbanding Services and OOTW (*)
Lot 33 – Reserved
Lot 34 – Malaysia, Sepangar, Husbanding Services and OOTW (*)
Lot 35 – Malaysia, All Other Ports, Husbanding Services and OOTW
Lot 36 – Singapore, Changi, Husbanding Services and OOTW (*)
Lot 37 – Singapore, Sembawang, Husbanding Services and OOTW (*)
Lot 38 – Taiwan, All Ports, Husbanding Services and OOTW
Lot 39 – Thailand, Laem Chabang, Husbanding Services and OOTW (*)
Lot 40 – Thailand, Phuket, Husbanding Services and OOTW (*)
Lot 41 – Thailand, Sattaship, Husbanding Services and OOTW (*)
Lot 42 – Thailand, All Other Ports, Husbanding Services and OOTW
Lot 43 – Vietnam, Da Nang, Husbanding Services and OOTW (*)
Lot 44 – Vietnam, All Other Ports, Husbanding Services and OOTW
Lot 45 – Laos, OOTW
Lot 46 – China, OOTW
Lots 47 – 51, Reserved

Region 3 – Lots 52 – 81 (17 countries, 8 major ports)

Lot 52 – Australia, Brisbane, Husbanding Services and OOTW (*)
Lot 53 – Australia, Darwin, Husbanding Services and OOTW (*)
Lot 54 – Australia, Fremantle, Husbanding Services and OOTW (*)
Lot 55 – Australia, Sydney, Husbanding Services and OOTW (*)
Lot 56 – Australia, All Other Ports, Husbanding Services and OOTW
Lot 57 – East Timor, All Ports, Husbanding Services and OOTW (*)
Lot 58 – Reserved
Lot 59 – Fiji, All Ports, Husbanding Services and OOTW
Lot 60 – French Polynesia, All Ports, Husbanding Services and OOTW
Lot 61 – Kiribati, All Ports, Husbanding Services and OOTW
Lot 62 – Marshall Islands, All Ports, Husbanding Services and OOTW
Lot 63 – Micronesia, All Ports, Husbanding Services and OOTW
Lot 64 – Nauru, All Ports, Husbanding Services and OOTW
Lot 65 – New Caledonia, Noumea, Husbanding Services and OOTW (*)
Lot 66 – New Caledonia, All Other Ports, Husbanding Services and OOTW
Lot 67 – New Zealand, All Ports, Husbanding Services and OOTW
Lot 68 – Papua New Guinea, All Ports, Husbanding Services and OOTW
Lot 69 – Solomon Islands, Honiara, Husbanding Services and OOTW (*)

Lot 70 – Solomon Islands, All Other Ports, Husbanding Services and OOTW
Lot 71 – Tonga, Nuku Alofa, Husbanding Services and OOTW (*)
Lot 72 – Tonga, All Other Ports, Husbanding Services and OOTW
Lot 73 – Tuvalu, All Ports, Husbanding Services and OOTW
Lot 74 – Vanuatu, All Ports, Husbanding Services and OOTW
Lot 75 – Western Samoa, All Ports, Husbanding Services and OOTW
Lot 76 – Antarctica, OOTW
Lots 77 – 81, Reserved

Region 4, Lots 82 - 99 (4 countries, 12 major ports)

Lot 82 – Japan, Fukuoka, Husbanding Services and OOTW (*)
Lot 83 – Japan, Kagoshima, Husbanding Services and OOTW (*)
Lot 84 – Japan, Maizuru, Husbanding Services and OOTW (*)
Lot 85 – Japan, Nagasaki, Husbanding Services and OOTW (*)
Lot 86 – Japan, Osaka, Husbanding Services and OOTW (*)
Lot 87 – Japan, Shimoda, Husbanding Services and OOTW (*)
Lot 88 – Japan, Tokyo, Husbanding Services and OOTW (*)
Lot 89 – Japan, All Other Ports, Husbanding Services and OOTW (*)
Lot 90 – South Korea, Busan, Husbanding Services and OOTW (*)
Lot 91 – South Korea, Chinhae, Husbanding Services and OOTW (*)
Lot 92 – South Korea, Donghae, Husbanding Services and OOTW (*)
Lot 93 – South Korea, Pohang, Husbanding Services and OOTW (*)
Lot 94 – South Korea, All Other Ports, Husbanding Services and OOTW
Lot 95 – Russia, Vladivostok, Husbanding Services and OOTW (*)
Lot 96 – Russia, All Other Ports, Husbanding Services and OOTW
Lot 97 – Mongolia, OOTW
Lots 98 – 99, Reserved

Line Items used in the Performance Work Statements and in the Pricing sheets for all Regions are outlined as follows:

XX01	Husbanding Services (Anchorage and Pierside)
XX02	Trash Removal
XX03	Fleet Landing
XX04	Brow Services
XX05	Ship Movement Services
XX06	Water Ferry/Taxi Services
XX07	General Charter and Hire Items
XX08	Collection, Holding, and Transfer (CHT)
XX09	Fresh Potable Water
XX10	Ship's Utility Services
XX11	Land Transportation (Personnel) Services
XX12	Telephone Services and Communications Equipment
XX13	Force Protection Barriers
XX14	Force Protection Personnel
XX15	Force Protection Supplies

XX16	Airport/Cargo & Material Handling (Port Handling Costs)
XX17	Provisions
XX18	Fuel
XX19	Other Port Services
XX20	Incidentals
XX21	Operations Other Than War (OOTW)
XX22	Cost Reporting

B. PRICING

Except for Port Tariffs, unit prices for all contract items described below shall be inclusive of all necessary equipment, licensed operators, all liability insurance as required by local law, holiday and overtime costs, customs clearances, and fuel and operating expenses.

1) Fixed Prices are required in the Pricing Schedule except where Port Tariff (PT) prices, To Be Determined (TBD) prices, or Not Separately Priced (NSP) have been identified. Services with an estimated quantity of 'No Estimate' are required to be priced in the Attachment 2 schedules and shall be treated as pre-priced items. Pricing for all services other than pre-priced items, PT items, and NSP items shall be arranged using the online pricing application procedures described in Attachment 8. Unless otherwise provided, these Fixed Prices shall also include performance at night, overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, other inclement weather, or service to tankers and ships carrying explosives. These requirements do not include performance during cyclones or typhoons except where ships are required to depart in advance of cyclones or typhoons as part of a typhoon or cyclone evasion plan. They also include all operating expenses including tugs, barges, trucks, personnel, and customs clearances and any other charges unless specifically exempted by the Government.

2) Port Tariffs will apply to those services which are based on Port Tariff rates established and controlled by Port Authorities. English translated copies of the Port Tariffs must be submitted to the Supply Officer of the ship entering a specific Port and to the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore email address specified at the time of contract award for each region.

3) Fees for Husbanding Services cover regular and overtime labor of contractor personnel supporting the ships plus indirect expenses, including all management, overhead and office expenses. The husbanding fees also include costs for arranging supplies and services described herein, costs associated with attendance at periodic meetings and pre-deployment briefings. The husbanding fees represent total compensation for the contractor except for supplies and services with Fixed Prices.

4) OOTW Fees will constitute an all inclusive fixed fee based on a daily fee (per contractor person providing support) for "husbanding" the OOTW effort/logistics support.

5) Purchase Card Surcharge. The U.S. Government reserves the right to make payment by purchase card. All purchase card surcharges will be identified as a separate entry on each invoice. The Government will reimburse administrative surcharges for the lesser of actual fees or 5% for non-priced items only. Applicable purchase card surcharges shall be included in the quoted prices for pre-priced items.

6) If items are made available free of charge or at less than the quoted price by the Government, host nation, or port authority, only mobilization/demobilization charges, not to exceed the quoted unit price, may be charged. If, for any reason, an item that would otherwise be provided by the Host Nation, Government, or port authority is not available, that item shall be provided by the HSP at the unit price quoted in Attachment 2.

C. PRICING SPREADSHEETS

Pricing spreadsheets are provided by Region as an attachment to this solicitation. The Lots marked in bold print in paragraph A above will be used for price evaluation purposes.

Important Notes

1) Pricing for supplies and services for all countries will be expressed in U.S. dollars and shall be billed in the units of the respective LINE ITEMs.

2) Definitions for the "Unit" abbreviations are as follows:

CM = Cubic Meter
DY = Day (refers to a 24-hour period beginning at start of service unless stated otherwise)
EA = Each
GL = Gallon
HR = Hour
JB = Job
LOT (LT) = A lot (LT) is a deliverable item or group of items with a separate and distinct unit price.
MT = Metric Ton
NSP = Not Separately Priced
PK = Package
PT = Port Tariff
TBD = To Be Determined

3) The Line Item Numbers consist of four numeric digits. XX replacement of any numeric digits make the descriptor generic and applicable to all LINE ITEMs in that series.

4) For pricing sheets identifying "All Other Ports" (AOP) or "All Ports" (AP), prices will be required, if not identified otherwise. Each price shall be a single, per-unit price for the specified supply or service that will apply to any of the ports included in the lot.

5) Historical port visit data for FY07, FY08, and FY09 (partial) has been provided as Attachment (3).

D. Definitions

Barge = Flat-bottomed displacement ships used for carrying or storing cargo, for separation between vessels and other structures, or as a work platform. Barges may or may not be self-propelled.

DESCRIPTION OF CONTRACTUAL SCOPE

This contract is for the provision of maritime husbanding support. It is not for husbanding agency. The holder of this contract is a U.S. Navy contractor. The holder of this contract is not an agent of the U.S. Navy and does not have the authority to bind the U.S. Navy.

Maritime Husbanding Support is defined as: Providing supplies and services as defined in the Performance Work Statement of the contract in support of Naval forces within a port area.

i. This support is provided by a Husbanding Services provider from a standard list of services under contract.
ii. For "Exceptions" items not supported by existing supply chains: e.g. fuel, subsistence, etc.
iii. Includes "Non-Priced" incidentals that cannot be identified in advance, but are in the scope of the contract.

1. The contract is for performance of Maritime Husbanding Support services at any berthing or anchoring location specified in the Attachment 2 schedules except ports in China outside Hong Kong. Ordering officers of the United States Coast Guard (USCG) ships, United States Navy (USN) ships, Military Sealift Command (MSC) ships, U.S. Army vessels/ships operating in the Western Pacific and Indian Ocean are authorized to use this contract. The contract may also be used to support other U.S. Government organizations (e.g., National Oceanic and Atmospheric Administration (NOAA)) that may require maritime husbanding support services.

For purposes of this paragraph, a U.S. Navy ship is any naval vessel, craft, ship, or service craft included within the scope of subparagraphs 2 and 4 of Article 0406, United States Navy Regulations, 1990. Ship size classifications that are used in the price schedules are listed as an attachment.

2. Husbanding services requirements that may be received by NAVSUP Fleet Logistics Center Yokosuka, Site Singapore from the other activities identified in paragraph 1 above are within the scope of this contract.

3. This is a Firm-Fixed-Price Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract for husbanding logistics services, services in support of Operations Other Than War (OOTW), and maritime husbanding support to Government teams visiting ports in connection with a ship visit. These service requirements are and defined in the Performance Work Statements (PWS). The "minimum" and "maximum" to be established per FAR Clause 52.216-22 are as follows:

Region	Minimum Quantity ($)	Maximum Quantity ($ Base and all option years)
Region 1, South Asia	$100,000	Sum of CLINs 0002, 1001, 2001, 3001, and 4001
Region 2, Southeast Asia	$100,000	Sum of CLINs 0003, 1002, 2002, 3002, and 4002
Region 3, Australia/Pacific Islands	$100,000	Sum of CLINs 0004, 1003, 2003, 3003, and 4003
Region 4, East Asia	$100,000	Sum of CLINs 0005, 1004, 2004, 3004, and 4004

The minimum contract dollar quantities per contract are for each contract as a whole and there are not separate additional contract dollar quantities for the option periods and/or individual LINE ITEMs.

4. The HS Contractor agrees to furnish the services or supplies at the fixed price listed in the schedules.

5. This contract is for a period of twelve (12) months, effective 30 days after award of the contract, with four (4) one-year options. The contract also includes the clause entitled FAR 52.217-9 Option to extend the Term of the Contract. If all options are exercised under FAR 52.217-9, the duration of this contract is 66 months.

6. The contract will not start for the following countries until the option expires under existing contracts:

Contract becomes effective on 1 Jun 2011 for South Korea.

7. In the event of contingencies in the open ocean such as submarine rescue, the Contracting Officer may issue an order to the contractor that is awarded the husbanding logistics contract in the nearest country in which there is capability to satisfy the requirement.

8. The contract will include the clause entitled FAR 52.237-7023 (Class deviation 2009-00010) Continuation of Essential Contractor Services. Contractors providing services designated as essential contractor services by a DoD component are expected to use their best efforts to continue providing such services, in accordance with the terms and conditions of their contracts even during periods of crisis.

9. For lots identified as “All other Ports” or “All Ports”, the geographic scope of the lot, for Purposes of Lot Line Item XX21, OOTW is the entire country listed in the lot. The geographic scope of the lot, for all Lot Line Items other than XX21, is the port locations listed in each lot of the Attachment 2 schedules.

10. Incidentals within the scope of this contract may be classified within one of the following categories:
- Charter and Hire
- Utilities
- Anti-terrorism Force Protection
- Communications
- Transportation
- Lodging
- Port Handling Services
- Other Port Services (Reception Supplies and Services)
- Administrative Supplies

Performance Work Statement (PWS) for Husbanding Services

A. GENERAL OVERVIEW

1. OBJECTIVE

The primary objective of this contract is to obtain Maritime Husbanding Support for U.S. Navy ships and other Government teams supporting ship visits at the locations specified in the Attachment 2 schedules. In addition, the contract may be used to support Operations Other Than War (OOTW) in a respective Region.

2. SCOPE

a. The general scope of this contract and its general conditions are described above. This section provides the detailed Performance Work Statement (PWS) descriptions for applicable Line Items.

b. General Requirements

i. The HS Contractor shall provide timely delivery of quality goods and services at fair and reasonable prices to ships making port visits;

ii. The HS Contractor shall provide timely delivery of supplies and services conforming to this PWS.

iii. The HS Contractor shall assure that supplies and services arranged on behalf of the ship's Supply Officer (SUPPO) or authorized ordering officer conform to the general requirements of the contract and shall assist the SUPPO or authorized ordering officer with resolving any problems in meeting the requirements.

iv. The HS Contractor shall identify representatives to act as the principal points of contact between the HS Contractor and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore representatives concerning price and performance issues throughout the Region. These individuals shall facilitate communications among ships, Defense Attaché Offices (DAO), Port Services Officers and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore.

v. The HS Contractor shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the U.S. Government.

vi. The HS Contractor shall ensure that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

vii. The HS Contractor shall ensure that subcontractors comply with these requirements.

3. PRICING

a. Except for Port Tariffs, To Be Determined (TBD), and Not Separately Priced (NSP) items, unit prices for all contract items described below shall be inclusive of all other costs including, but not limited to, all necessary equipment, licensed operators, liability insurance as required by local law, holiday and overtime costs, customs clearances, fuel and operating expenses. In those cases where prices are by Ship Class, Attachment # 1 applies. All contract prices are in U.S. Dollars (US$). All taxes and surcharges are included in the unit cost.

b. Fixed prices are required in the pricing schedule except for Port Tariffs, TBD items, or Not Separately Priced (NSP) items. Unless otherwise provided, these prices shall also include performance at night, in overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, or service to tankers and ships

carrying explosives. They also include all operating expenses including, but not limited to, tugs, barges, trucks, personnel, and customs clearances.

c. The pricing for all services requiring the use of transportation type conveyances (i.e., trucks, barges for LINE ITEMs for trash removal, CHT removal, potable water, landing barges, oily waste removal, etc) shall include the use of the equipment as required to complete the service in the statement of work without any additional charges for detention or demurrage.

d. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate LINE ITEM in the Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

e. All pre-positioning or pre-staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

f. Repositioning is defined as: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions. Where a ship is at anchorage and the Ordering Activity requests repositioning of equipment, the HS Contractor shall be entitled to additional fees for repositioning to be determined by use of:

   a. Priced sub lot line items, or
   b. Prior agreement of the Ordering Officer in cases where the total repositioning costs do not exceed $25,000
   c. Prior agreement of the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer in cases where the total repositioning costs exceed $25,000.

   In the case of (c) above, the repositioning cost shall be reported and confirmed using the online pricing application procedures described in Attachment 8.

g. When the HS Contractor obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list (e.g. port tariff), then the HS Contractor shall be reimbursed for the published price of the item. The HS Contractor shall not be paid an amount in addition to the published price of the item. A copy of the published price list (e.g. port tariff) shall be provided to the Supply Officer at the time of initial boarding and to the FISC Yokosuka email address specified at the time of contract award for each region with the pre-arrival cost estimate.

h. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and/or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged. For the purposes of this contract, one (1) day is equal to 24 hours and begins with the performance of service. For example, service from 1800 until 1800 the next calendar day is equal to one (1) day of service. In cases where the billing unit is ‘day’ and a full day of service is not used by the Ordering Activity, the HS Contractor shall be entitled to bill for one day of service. For example, if a sub lot line item with a billing unit of day were ordered and used for 30 hours, the HS Contractor would be entitled to bill for two days of service. In cases where the ship does not arrive at the time specified in the ordering LOGREQ and services are made available based upon the time requested in the ordering LOGREQ, billing for services may commence at the time requested by the Government unless notice of cancellation is provided by the Ordering Activity or the organization authorized to pass this information on behalf of the Ordering Activity.

i. Demurrage charges shall only be charged if the HS Contractor’s service is unduly delayed due to the fault of the U.S. Government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but, due to the fault of the government, was not attended to until 1500 hrs when pumping begins. The HS Contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs).

j. Port Tariffs will apply to those services that are based on the Port Tariff rates established and controlled by the Port Authorities. The abbreviation "PT" in the pricing schedule identifies the port tariff items that the HS Contractor is not required to price.

k. Fees for husbanding services cover regular and overtime labor of HS Contractor personnel supporting the ships plus all indirect expenses, including all management, overhead and office expenses. The husbanding fees also include costs for arranging supplies and services described herein, costs associated with attendance at periodic meetings with the exception of travel expenses described in this paragraph. The husbanding fees represent total compensation for the HS Contractor except for supplies and services with fixed prices or incidentals. Travel expenses incurred by the HS Contractor in support of a LRT or advance ship detachment will be reimbursed based upon actual receipts and in accordance with the JTR guidelines. Travel expenses will be reimbursed upon presentation of documentation to the ordering activity. Any air transportation will be reimbursed at the economy class fare.

l. OOTW will constitute a fixed fee based on a daily rate (per HS Contractor person providing support) for "husbanding" the OOTW effort/logistical support.

m. The U.S. Government reserves the right to make payment by purchase card.

n. The services at anchorage shall be provided at all anchorage points assigned by the local port authority.

o. As part of the husbanding service provider's proposal, a purchasing process and system for pricing items along with an Online Pricing Application(see Attachment 8 for the PWS for the Online Pricing Application requirements) was proposed and accepted by the Government which included sufficient safeguards so that the Contracting Officer or Authorized Government Representative may determine the prices as fair and reasonable. Pricing of supplies and services for items not pre-priced within a lot line item (e.g., incidentals, OOTW supplies or services, fuel, and provisions) shall be in accordance with the husbanding service contractor's proposed purchasing/pricing process (implemented by the online pricing application) that was accepted by the Government upon contract award.

p. The HS Contractor will be fully compensated for all services including pre-priced, port tariff, TBD, fuel, provisions, and incidentals. Port tariff items will be reimbursed at actual cost. Provisions (XX17) and fuel (XX18) shall also be invoiced and reimbursed at actual cost. Any HS Contractor fee for acquiring and arranging for these items shall be included in the corresponding Line Items XX17AA (for provisions) and XX18AA (for fuel).

q. Several Lot Line Item services are based on volume (e.g. trash removal, CHT, potable water, and oily waste removal). Volume-based services shall be priced at the same unit price specified in the Attachment 2 schedules, regardless of the class of vessel requiring the services. For example, a class V vessel requiring 1000 CM of CHT removal would be charged the same unit price as a class II vessel requiring 100 CM of CHT removal.

4. QUALITY

a. The HS Contractor shall provide the timely delivery of goods and services at fair and reasonable prices to ships making port visits, provide continuous oversight of costs and performance throughout the area covered by this contract, and make meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. The HS Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning price performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Operations Officers, and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore. The contract will not specify how the HS Contractor is to perform, but measurable performance standards are established in the Quality Assurance Surveillance Plan (QASP) to monitor contract performance during each ship's visit.

b. The quality of all services or supplies provided shall conform at least to commercial standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

c. The performance standards are explained in the Quality Assurance Surveillance Plan (QASP), Attachment 10. The performance standards are:

i. Timely submission of pre-arrival cost estimates (described para.5 (a) below) NLT 48 hours after receipt of the ordering logisitics requirement (LOGREQ) message. In the event that the LOGREQ is received after 48 hours prior to the ship's arrival, the pre-arrival cost estimate shall be provided as soon as practicable, but in no case later than 48 hours after receipt of the ordering LOGREQ;

ii. Timely submission of Logistics Support Services Repository (LogSSR) cost report within seven (7) calendar days from the completion of the ship's visit;

iii. Accuracy of the actual (final) LogSSR report and pre-arrival cost estimate;

iv. Ship's satisfaction with the contractor's services during the port visit as identified in the ship's port visit cost report; and

v. Adherence to the pricing process proposed and accepted by the Government for non-priced items and timely submission of all information and documentation within the Online Pricing Application.

vi. HS Contractor Suggestions for cost savings and/or cost avoidance.

d. The percentile goals are fixed for each factor within the QASP. The failure of the HS Contractor to meet the percentile goal for any factor will be investigated and evaluated by the Contracting Officer. The HS Contractor will be given the opportunity to refute an adverse assessment prior to finalizing the metric for a quarter.

5. LOGISTICS RESPONSE TEAM

In the event that a Logistics Response Team for a ship arrives in port prior to the ship's arrival, the HS Contractor will assist the logistics response team by providing logistical support and coordinating all requirements.

When the HS Contractor provides support for a Logistics Response Team so that it can perform its mission, the HS Contractor is entitled to bill at the "Subsequent Days" daily rate for husbanding services for each day of support provided "in person" to the logistics response team.

a. Pre-arrival Cost Estimate - The HS Contractor shall furnish to each ship and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore email address specified at the time of contract award for each region, a pre-arrival cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the Attachment 2 spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-priced items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff." This estimate shall be provided to the ship and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore email address specified at the time of contract award for each region within 48 hours after receipt of the LOGREQ. This report shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs. The LOGREQ, when submitted by, under authority of, or on behalf of an Ordering Activity, is an order under this contract for pre-priced items. Non-priced items ordered on the LOGREQ become orders only after prices have been determined fair and reasonable and are agreed upon by the Ordering Officer or by a NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. For non-priced items with an extended cost less than $25,000, either the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. For non-priced items with an extended cost greater than $25,000, only the

NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. Required approvals and determinations of fair and reasonable pricing by the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer (>$25,000 extended price) will be made by confirming the prices and documentation posted to the online pricing application. Approvals and fair and reasonable determinations that may be made by either the Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer (<$25,000 extended price) may be confirmed orally, in writing, or by email by the Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. Regardless of the approval method, reporting and documentation of all non-priced items other than port tariff items ordered under this contract must be made using the online pricing application. Orders placed by a LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

b. The LOGREQ cost estimate does not replace the HS Contractor's requirement to respond (i.e., info addressees on responses to the Ordering Officer) to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U.S. Defense Attaché's Office.

c. The HS Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

d. The HS Contractor shall coordinate with other U.S. Government Contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

e. The HS Contractor shall assist the ship's Logistics Response Team to include planning and coordination meetings.

f. Travel expenses incurred by the HS Contractor in support of a LRT or advance ship detachment will be reimbursed based upon actual receipts and in accordance with the JTR guidelines. Travel expenses will be reimbursed upon presentation of documentation to the ordering activity. Any air transportation will be reimbursed at the economy class fare.

6. SHIPS'S (LOGREQ) LOGISTIC REQUIREMENTS

U.S. Navy ships and/or NAVSUP Fleet Logistics Center Yokosuka (or its sites) Logistic Support Representative (LSR) or other activity authorized to pass LOGREQ requirements on behalf of Ordering Officers will provide, via e-mail, a copy of the unclassified "logistics requirements" (LOGREQ) message directly to the husbanding HS Contractor as described under "ISSUANCE OF ORDER" in Contract Terms and Conditions – Commercial Items (FAR 52.212-4 Addendum). This LOGREQ will contain the majority of supplies and services required by the ship, and will represent the order, for pre-priced items, upon which the HS Contractor shall begin performance.

a. A ship, an activity authorized to pass a LOGREQ on behalf of the ship (i.e. Port Service Office or DAO), or an authorized ordering activity may notify the HS Contractor of a forthcoming visit requiring husbanding services. Upon notification of a visit, the HS Contractor shall make such preliminary arrangements as necessary with port authorities, other U.S. Government Contractors, and other commercial firms to provide supplies and services requested by the ship. The HS Contractor shall confirm receipt of the ordering LOGREQ (to the activity who provides the LOGREQ to the HS Contractor) within 24 hours. Confirmation of receipt may be made by email to the activity passing the LOGREQ to the HS Contractor.

b. Ships will not provide force protection requirements in unclassified LOGREQ messages. The force protection requirements are specified in a classified LOGREQ issued by the ship to U.S. Government activities. The activity to which this message is addressed will contact the Contractor and pass the ship's force protection requirements for action. The HS Contractor shall confirm with the ship that these force protection requirements received have been actually ordered by the ship prior to beginning performance. The ship's Supply Officer (SUPPO) or Commanding Officer may also request additional force protection requirements not covered by the classified LOGREQ by email, telephone, or personally upon ship's arrival. The HS Contractor shall coordinate with the SUPPO before providing any additional force protection. If

any other activity or individual orders force protection services (i.e. NCIS, etc) not covered in the ship's classified LOGREQ, the HS Contractor is required to immediately inform the ship and receive confirmation prior to beginning performance of these services. Organizations such as NCIS and DAO are not the actual Ordering Officer and have no contractual authority to place orders. Only the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer has the authority to confirm or change an order.

c. LOGREQ Pre-arrival Cost Estimate. The HS Contractor shall provide each ship or ordering activity an estimate in response to an LOGREQ message issued to the HS Contractor by any method identified under "OC-7 ISSUANCE OF ORDER" clause. The pre-arrival cost estimate shall be submitted in accordance with Attachment (8)-PWS Cost reporting. The LOGREQ message is not an order for non-priced items until priced by the contractor and confirmed by an authorized ordering officer. The requirements shall be provided to the HS Contractor by ships, activities and individuals identified in the contract. This estimate shall be sent within 48 hours after receipt of the LOGREQ message and will explain any anticipated "additional" costs and include cost savings or avoidance recommendations. In a situation where the HS Contractor receives a LOGREQ message with less than 48 hours prior to the arrival of the ship, the HS Contractor shall make every effort possible to provide the required documentation and price estimate prior to the ship's arrival, but in no event later than 48 hours after receipt of the LOGREQ message.

7. INITIAL BOARDING

a. The HS Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival. Upon initial boarding the HS Contractor shall provide all emergency telephone numbers, i.e. police, hospitals, firefighters, etc. In addition, the HS Contractor is required to provide the emergency telephone numbers for shipboard generated industrial waste (SGIW) disposal and hazardous material (HAZMAT) and oil spill response and reporting procedures to all ships upon initial boarding or in a LOGREQ reply. The HS Contractor shall visit the ship at least once per day and shall be available on call at all times (24 hours per day, seven days per week) to assist the ship with requirements and to resolve problems.

b. The HS Contractor shall brief the designated ship representative about Contractor-provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HS Contractor shall provide its POC information with 24-hour contact phone numbers.

c. The HS Contractor shall provide the SUPPO with copies of applicable port tariffs and current prices for frequently ordered services, and with any other information provided by NAVSUP Fleet Logistics Center Yokosuka, Site Singapore for distribution. Copies of applicable port tariffs and current prices for services shall be in English. The HS Contractor shall be prepared to take additional ships' orders for supplies or services not placed in the ordering LOGREQ. All orders placed after the ship's arrival shall be reported and prices confirmed (if non-priced items) using the LogSSR reporting requirements and online pricing application procedures described in Attachment 8.

8. POINT OF CONTACT

a. Based upon the ship's orders, the HS Contractor shall ensure the timely filling of all ship's requirements. The HS Contractor shall designate at least one senior company official to be the Point of Contact (POC) under this contract for logistic and contractual support. The POC shall be fully fluent in English. The HS Contractor is required to designate the POC at the time of contract award.

b. All HS Contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port. All correspondence shall be in English. All electronic communication between visiting vessels and the HS Contractor shall be copied to the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer and Logistic Support Representative emails specified at the time of contract award.

The HS Contractor is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered by the Supply Officer from the HS Contractor.

9. ORDERING SUPPLIES AND SERVICES & PROVIDING GENERAL ASSISTANCE

The ship(s) will submit LOGREQs that include requests for a variety of services and supplies. The first obligation of the HS Contractor is to verify if any of the requested services and supplies can be provided free of charge by the host nation.

If services and supplies are not available free of charge from the host nation, they must be provided if within the scope of this contract. The Contracting Officer will be notified if there is a question regarding the scope of the contract. If these services and supplies are not priced in the contract, or if these services and supplies are available under other U.S. Government contracts, the following applies:

a. Passing Requirements to other U.S. Government Contractors: The HS Contractor shall coordinate and pass orders, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts (e.g., Prime Vendor or Defense Energy Supply Center (DESC)) for various supplies and services required. This husbanding service includes all necessary actions to facilitate the acceptance of supplies or services rendered under U.S. Government contracts. Any disputes or discrepancies arising from the order will be resolved directly between the SUPPO and the other Contractor(s). The HS Contractor shall also facilitate any necessary force protection vetting requirements so that other U.S. Government contractors can perform their contractual requirements.

b. The U.S. Government will not pay the HS Contractor for any personal requests from individual crewmembers, whether military or civilian.

c. The HS Contractor shall install all ordered equipment upon the ship's arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

d. Money Exchange Services: The HS Contractor shall arrange for authorized moneychangers to exchange U.S. dollars for ship personnel into local currency. Money Exchange services shall be made available onboard ship to crewmembers at least two hours daily with buy-back service on the day before the ship's departure. The moneychangers may include a commission of not more than plus or minus 1.5% difference from the Official Exchange Rate. A locally-available and verifiable currency exchange rate may be used as the Official Exchange Rate. Verification of the exchange rate shall be provided to the Ordering Activity at the time of service. The HS Contractor shall maintain adequate records justifying its basis for determining the Official Exchange Rate and shall make those records available to the U.S. Government upon request. This Official Exchange Rate will be used for financial conversions not covered by payments in U.S. dollars.

e. Laundry Services: The HS Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Laundry and dry cleaning services that are required by the ship from the laundry and dry cleaning vendor will be ordered from the vendor by the ship. Payment for services will be made by the ship to the vendor rather than through the HS Contractor. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure. The HS Contractor shall assist in resolving vendor billing discrepancies.

f. Interpreter Services: The HS Contractor shall provide interpreter services to assist the Supply Officer to assure timely delivery and performance of the supplies and services ordered by the Supply Officer under this contract. This limited set of interpreter services is required under the Management Services LINE ITEM and is separate from the interpreter services required under LINE ITEM XX07AM.

g. Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. Should husbanding agent receive mail after ships depart they should contact the Fleet mail Center in Yokohama at 81-45-872-6742/6532.

h. Morale Welfare and Recreation (MWR) Services: The HS Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) Contractor servicing the ship. If an ITT contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If there is an ITT contract, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship. In the absence of an MWR contract, the HS Contractor shall provide advance information on all recreational/liberty activities available in local area. Information (with associated costs) shall include, but is not limited to, sightseeing tours, entertainment, sporting events, transportation, lodging and visitor tips. The HS Contractor shall coordinate all recreational/liberty requirements communicated by the ship. The HS Contractor shall disseminate information on the full scope of recreational/liberty opportunities, sightseeing tours, entertainment, sporting events, local area transportation and lodging. The HS Contractor shall plan, coordinate and assist as necessary, in port requests for entertainment, athletic competitions, sightseeing tours and unit parties/picnics.

i. Immigration, Customs and Visa: The HS Contractor shall assist ship personnel with immigration, customs and visa requirements into the country of the port visit.

j. Medical Emergencies: If requested, the HS Contractor may be required to make arrangements for emergency medical treatment of ship's crewmembers while the ship is in port. In cases where a member is airlifted into a port by the ship, the HS Contractor, in coordination with the U.S. Consulate/Embassy, will arrange for proper medical care until the member can be returned to the ship, or evacuated to the United States. If there are costs associated with arranging these services, the HS Contractor shall obtain approval from the SUPPO/Contracting Officer prior to providing the support.

k. The HS Contractor shall facilitate the ship's timely departure. The HS Contractor shall provide timely invoices of provided services and supplies to the Supply Officer at the time of the pre-sailing visit. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided. The HS Contractor shall remove all provided equipment.

l. Pre-Sailing Visit: The HS Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the HS Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. Written receipt for acceptance of all services shall be obtained during this visit. The Ordering Activity shall provide a check or DD1155 for all finalized invoices prior to departure where the content of the invoice is not disputed. The HS Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The HS Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The HS Contractor's point of contact for this information shall be the Commanding Officer, Command Duty Officer, Operations Officer, or the Officer of the Deck.

10. UNIQUE / PARTICULAR SITUATIONS

a. Assisting two ships: If a ship, not in port, requests assistance from the HS Contractor, the ship will pay the husbanding services subsequent days' fee. However, if at the same time, using the same helo or other transport, the HS Contractor provides service to two ships (e.g. delivery of fresh fruits and vegetables (FFV) at one time for two ships using the same helo), the HS Contractor is entitled to bill for only one subsequent day.

b. Under Class I size vessels (based on the number of personnel): If two small vessels, under the size of Class I, IA or IB come into the port together, submit consolidated requirements, and have approximately the same schedule, the HS Contractor will only charge for one Class I, IA, or IB vessel vice two. However, if only one such vessel comes into port, the HS Contractor will charge full Class I rates.

c. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within 3 days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back on Saturday, Sunday or Monday, it will be charged subsequent day fees. If the ship comes back Tuesday, it will be charged the first day rate).

d. If a ship comes into port and does not notify the HS Contractor or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days, subject to the conditions in paragraphs (b) and (c) above.

e. Ship Repair: If ship repair is required and performed in one of the ports covered by this contract, husbanding services will be provided only if requested by the ship. U.S. Navy Ships in shipyards at locations covered by this contract may order supplies and services from this contract without the requirement to also order Management Services.

f. The HS Contractor is required to be able to simultaneously husband thirty (30) ships throughout the Region, including up to two (2) Class V and two (2) Class IV ships in a single port simultaneously.

g. Order of Priority of Usage: The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or, if the port-provided supplies and services are less expensive than similar services provided by the HS Contractor or its subcontractors, or finally provide it themselves to include subcontractors. Where the reasonable cost of mobilization/demobilization for U.S. Government owned equipment exceeds the quoted price of the sub lot line item it is intended to replace, the HS Contractor shall use the least cost alternative to meet the requirement. Information on availability of host nation provided services, where available, is annotated on the Attachment 2 pricing schedules. If, for any reason, an item that would otherwise be provided by the Government, host nation, or port authority is not available, that item shall be provided by the HS Contractor at the price quoted in the Attachment 2 pricing schedules.

h. MARK V High-Speed Interceptor Craft (HSIC): MARK V (HSIC) Special Operations Craft may be in port or in the vicinity for up to 90 days conducting operations. The HS Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and only one Management fee shall be charged when husbanding two MARK V vessels at the same time.

i. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The HS Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit.

j. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HS Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong SAR and Singapore.

k. Other Personnel - Other U.S. personnel conducting business at locations covered by this contract may order off the contract without incurring Management Service Fees. Support of 'Other Personnel' is limited to Logistics Response Teams and ship detachments (e.g. ship's beach detachment, site survey team, advance force protection teams) in direct support of a ship visit. These orders do not involve continuous management of husbanding services and may be for items such as vehicles, phones or other services. For example these services may be ordered from the HS Contractor when hotels, transportation and rental of cellular phones are required for the personnel described above.

l. Short Notice Orders: The contractor shall perform all orders that are issued within the minimum order lead time annotated for each lot in the Attachment 2 schedules. If orders are issued with less than the required minimum order lead time prior to the start of performance, the contractor shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

m. The minimum order lead time applies to all Lot Line Items with the exception of XX21, Operations Other than War, which remain subject to the requirements stated in Attachment 9. The HS Contractor shall provide all requested services, to include mobilization of required equipment, when the Ordering LOGREQ is received from the Ordering Officer or their representative with a lead time greater than the number of days specified in the Attachment 2 schedules for the Lot location where performance is to take place.

11. LINE ITEM DESCRIPTIONS

a. LINE ITEM XX01 - HUSBANDING SERVICES (ANCHORAGE AND PIERSIDE)

The HS Contractor shall provide husbanding services to ships visiting the ports in the Region covered by this contract. Line Item XX01 requires that the HS Contractor perform all services and provide all supplies necessary to fully comply with the tasks and responsibilities described at paragraphs 1-10 above unless a task or responsibility is specifically included in a separately-priced Line Item below. The HS Contractor's responsibilities under these Line Items start prior to the arrival of the ship and continue after the ship's departure.

The price for Line Items XX01 covers all regular and overtime labor of HS Contractor's personnel supporting the ships plus indirect expenses, including all management, overhead, office expenses, and profit for performing tasks required by these Line Items.

The husbanding fee is based on the Class of the ship and broken down by the First Day and Subsequent Day of the ship visit. A husbanding fee may be provided to the HS Contractor for services rendered prior to the ship's visit, i.e. assistance to the ship's logistics response team.

b. LINE ITEM XX02 - TRASH REMOVAL

1. Trash removal service is the collection and disposal of refuse (i.e., trash) including liquid, semi-liquid, or solid garbage. Refuse does not include explosives and incendiary waste, or waste contaminated by medical and radiological processes.

2. The HS Contractor shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse. The HS Contractor shall provide dedicated refuse bins to the ship. The HS Contractor shall collect all loose refuse placed adjacent to refuse bins. The HS Contractor shall immediately clean up any spilled refuse. The HS Contractor shall properly dispose of all collected refuse.

3. For ships at pier side, the HS Contractor shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulation, or barges alongside the ship. The HS Contractor shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.

4. For ships at anchorage, the HS Contractor shall remove trash at the times agreed to by the HS Contractor and Supply Officer. The frequency of removal shall be as follows:

SHIP CLASS	DAILY FREQUENCY
I, IA, IB	1
II	2
III	3
IV and V	Continuously Via Dedicated Barge when permitted

5. For trash collection at anchorage, the trash barge shall be available 24 hours a day (where not contrary to law or port regulation) with suitable self-fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

6. For trash collection by barge, the HS Contractor shall provide trash barges/scows (with tug service if barge is not self-propelled) for ships at anchorage. The barges shall be completely empty at time of arrival at the ship. In situations where an empty barge is not available, the contractor shall provide a system to measure the volume of trash deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of the trash. All trash barges/scows shall be properly fendered to prevent damages to U.S. Government vessels. The HS Contractor shall have ready access to sufficient barges and equipment to support at least two (2) ships at anchorage simultaneously. The barge's crew shall be entirely responsible for the tending of lines and for barge's security. The movement of trash from the ship to the barge shall be performed with care by the ship's sailors and in the manner ensuring the safety of the HS Contractor's crew and barges. Any instances of unsafe practices shall be brought to the attention of the ship's Commanding Officer, to ensure that corrective and preventive action is taken.

7. In instances of bad weather or emergency where the ship must depart on short notice, the HS Contractor shall remove barges within four hours of being directed to do so by the ship. Should a vessel with a trash barge alongside experience an emergency where the ship must depart, the SUPPO will advise the HS Contractor at least four (4) hours in advance for the barge pick-up at no additional cost to the U.S. Government.

8. The HS Contractor shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The HS Contractor is also responsible to follow any environmental regulations required by each country. The HS Contractor is required to keep all disposal certificates and shall make them available to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore upon request.

9. Whether at anchor or pierside, U.S. Government personnel will dump the trash on the barges or in the containers.

10. Any spillage of refuse in the course of the removal operations shall be cleaned up immediately by the HS Contractor. Refuse containers, when used and when emptied, shall be returned to their original position with the lids (if any) replaced thereon.

11. The HS Contractor shall be paid based on the ACTUAL CUBIC METERS of trash removed. The HS Contractor shall be entitled to bill for 60 CM under sub lot line items XX02AC where the actual volume of trash removal is less than 60 CM (per order).

12. Where trash is required to be segregated, the Ordering Activity shall be required to segregate the material at the time of disposal. The HSP shall be responsible for providing separate containers for each vessel, clearly marked with the required categories and for informing the Ordering Activity, upon arrival, that segregation is required. If the Ordering Activity does not segregate trash as required, the HSP shall inform the Ordering Activity and Logistic Support Representative (LSR) prior to departure and bill for the cost of trash segregation under Line Item XX20, Incidentals within 48 hours after the vessel's departure.

c. LINE ITEM XX03 – FLEET LANDING

1. When ordered by the ship, the HS Contractor shall furnish services/supplies for the fleet landing area. The following is a list of the basic supplies and services that a ship may need. It doesn't cover all the services that may be ordered by a ship for fleet landing.

2. FLEET LANDING. HS Contractor shall provide the sub-line items specified in this Line Item and shall provide a unit price for each sub-line item. The unit price shall be per day for each item. Mobilization/demobilization charges shall be included in sub-line item price.

   The Fleet Landing LOT consists of the following:
   a. One (1), 40-feet refrigerator unit or two, 20-feet refrigerator units, with required power to operate the units.
   b. PORTABLE TOILET UNIT SERVICES. The unit price shall be for a single commode and one (1) urinal. The daily rate shall include pumping and cleaning as many times as necessary to ensure clean, sanitary condition and providing all chemicals, cleaning products and toilet paper. The HS Contractor shall check toilet facilities at least every six (6) hours to ensure cleanliness.
   c. PORTABLE ELECTRIC GENERATORS. The HS Contractor shall provide a portable, gasoline powered, electric generator capable of supplying power to portable lighting and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). Generator shall be at least 5KW with circuit breaker protector. Daily rate includes fuel, oil, and necessary consumables to operate the generator, transportation, set-up, dismantling and labor.
   d. Chairs (each per day)
   e. Long tables - approximately 2 meters in length (each per day)

   Any other supplies, services or quantities of supplies and services other than those listed above shall be provided in accordance with the procedures set forth in LINE ITEM XX20.

d. LINE ITEM XX04 – BROW SERVICES

1. Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The HS Contractor shall provide the brows specified in the schedule as ordered by the ship. A range of brow sizes is provided in each of the sub lot line items of lot line item XX04. All brows provided by port authorities, host nation, or US Government shall be billed at cost as port tariff items. Mobilization, demobilization, setup and placement shall be included in the proposed unit price of all XX04 sub lot line items. In cases where brows are provided by port authorities, host nation, or US Government free of charge, at reduced cost, or for mobilization/demobilization costs only; these costs will be reimbursed without additional fees or markup.

2. Due to the height difference between the submarine deck and pier, the HS Contractor provided submarine brow (must afford personnel a smooth and safe transit when entering or exiting the submarine deck. The submarine brow must be capable of supporting shore power cables without damaging the cable.

3. Brows shall be provided free of charge by Royal Navy Liaison Office (RNLO) in Sembawang port for ships berthed at piers 5, 6 , and 7.

4. The HS Contractor shall be entitled to bill for 4 hours of usage under this line item when actual usage is less than 4 hours (per order). Billing for brows shall be calculated up until the scheduled time of departure. Discrepancies, if any, between the number of hours billed at the pre-sailing visit and the actual number of hours used shall be invoiced and paid in accordance with the procedures in OC-1, Invoices and Payments, and the PWS paragraph 9.l. The order of priority of usage in paragraph 10.g. applies.

5. Mobile Crane Services

The HS Contractor shall provide mobile crane services (shore crane) with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each mobile crane ordered.

Crane services under this Line Item are for land cranes only. Floating cranes are to be provided and billed under Line Item XX20 procedures if required.

6. Forklift Services

The HS Contractor shall provide forklift services with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. Upon the Supply Officer's request, the HS Contractor shall provide information concerning forklift/lifting capacity. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered.

e. LINE ITEM XX05 – SHIP MOVEMENT SERVICES

1. The HS Contractor shall arrange pilots, tugs, and line handlers as ordered. The HS Contractor shall coordinate with port authorities, as necessary, to ensure that the services are available at the times requested. It should be noted that the port authority or other authorized sources provide these services, and are, therefore, to be priced in accordance with current tariff rates.

2. The HS Contractor shall provide tugs to bring ships to and from berthing locations. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

3. Only if pilots, tugs, or line handlers are not available through the port authority, the HS Contractor shall use commercially available sources and priced in accordance with the unit quantities indentified in the pricing schedule (LINE ITEM XX05AA, XX05AC, XX05AD and XX05AG).

f. LINE ITEM XX06 – WATER FERRY/TAXI SERVICES

1. The HS Contractor shall provide water taxis to transfer ship personnel to and from the ship and the fleet landing in accordance with Attachment 16 - Water Taxi Specifications. At the commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule. The HS Contractor shall provide water taxi service when the vessel is expected to be at anchorage for twenty-four (24) hours or more. Water taxi service shall be always available, with the exception of inclement weather, during the two (2) one-hour meal breaks and during refueling. At the commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule.

2. The hourly rate for taxi water service shall include a minimum of two (2) qualified operators (a driver and one other operator), any other helpers or crew members required by local authorities, all insurance, fuel, holiday surcharges, overtime, and other operating expenses. Operator qualifications are set forth in paragraph (16) below.

3. Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the ship. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection. The HS Contractor shall be entitled to a six (6) hour minimum rental fee in cases where actual usage is less than 6 hours (per order).

4. Deleted

5. If the HS Contractor cannot provide the size of water taxi ordered, the HS Contractor shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event the ship will be charged for the size of the water taxi ordered. For example, if one (1) 250-pax water taxi is ordered and is not available, then two (2) 125-pax water taxis shall be provided for the rate of one (1) 250-pax water taxi if acceptable to the Ordering Officer.

6. The HS Contractor shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the port or the country in which the port is located. Apart from compliance with local laws and regulations, the HS Contractor shall meet all additional requirements as set forth throughout the PWS. Water taxi shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, and fitted for service required. Further, water taxi shall be in a clean condition when presented for service and shall be free of debris. The water taxi shall be sufficiently clean so as not to soil passengers, their clothing, or possessions with dirt, grease, oil, or other matter. If the water taxi does not meet the requirements of this paragraph as determined by the Ordering Officer, the U.S. Government shall have the right to reject the water taxi for performance of services.

7. The HS Contractor shall ensure that all water taxis are fully licensed, registered, and insured, including adequate liability insurance, in accordance with local laws and regulations.

8. Each water taxi shall be equipped with at least one clean and serviceable life jacket for each passenger and crewmember, and all jackets shall be stowed in a readily accessible place.

9. Except as otherwise specified herein, the service shall include all equipment needed to transport personnel between the vessel anchored in the outer harbor, or in the inner harbor, fleet landing, or any designated pier or berth within the port. If it becomes necessary to change the landing point of the water taxi (pier or berth) within the port, the HS Contractor shall dock at the new landing point. In the event this occurs, it will be considered to be a "Change" to the contract. Any entitlement to and any amounts of additional or reduced charges shall be determined pursuant to the clause entitled "Changes" that is part of Contract Terms and Conditions – Commercial Items (FAR52.212-4)".

10. All water taxis used by the HS Contractor shall provide overhead covering.

11. Before the commencement of any services under this contract, the HS Contractor shall make the water taxi available to the Ordering Vessel's Commanding Officer or designated representative for inspection.

12. The following information shall be conspicuously posted in English and the language of the country in which the port is located:

    a. Current operator's/captain's license.

b. Passenger/weight capacity limits notice.
c. Location of life jackets and other life saving equipment.
d. Location of all exits indicated in large letters.
e. Emergency procedures.

13. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

14. 'Adverse weather' conditions are weather conditions in which operations of water taxis are unsafe for passengers and shall be determined by the Commanding Officer, Command Duty Officer, Operations Officer, Officer of the Deck, or local port authority. Operation of the water taxi shall be in a safe and seaworthy manner. Operation of water taxis is not allowed under adverse weather conditions.

15. The consumption of alcoholic beverages shall not be permitted aboard the water taxi.

16. Operator Qualifications: All personnel or employees of the HS Contractor operating water taxis, shall have all certification required and issued by the law of the country in which the port is located for the operation of the type, class, or size of water taxi being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the water taxis are to be operated to ensure the water taxis are operated in a safe and seaworthy manner. At least one operator on each boat must speak English. The HS Contractor is required to provide a minimum of two (2) qualified operators for each water taxi at all times.

17. Security: During the term of this contract, the ship(s) to be serviced will provide adequate and sufficient security personnel for maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the ship's Commanding Officer or designated representative. When such naval personnel are embarked in a HS Contractor-operated water taxi, he will be responsible for the good order and discipline of naval personnel.
18. In the event of a water taxi breakdown, immediately prior to, or during a trip, the HS Contractor shall immediately provide a replacement water taxi that complies in all respects with this contract, at no additional cost to the U.S. Government. If a water taxi is not operable when required under this contract, the HS Contractor shall immediately provide at no additional expense to the U.S. Government, a replacement water taxi which complies in all respects with this contract.

19. Any personal articles or items found on the water taxi after completion of each trip shall be turned over to the ship's Security Officer or his direct representative.

20. To verify a claim by the HS Contractor for any damage or destruction caused by the U.S. Government, it shall be the responsibility of the HS Contractor to ensure that the water taxi is jointly inspected before and after each trip by the HS Contractor and an authorized representative of the U.S. Government.

21. When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

22. Inspection and acceptance criteria for water taxi services. The Commanding Officer or his designated representative of the ARMY/USS/USNS/USCG ship shall inspect and accept all liberty boats/water taxis prior to transporting any personnel. Each order for liberty boat/water taxi services is made on the basis that the request is to be considered a final order/obligation of the US Government only after each water taxi has been inspected and accepted by the ship's representative. The ship's Commanding Officer is solely responsible for the safety of his crew and the subsequent acceptance of liberty boat/water taxi services. Upon ships, Commanding Officer's security personnel can inspect the water taxi's personnel. The following features or components may be inspected prior to acceptance.

a. HULL
   i. Watertight integrity of weather decks, bulkheads, watertight closures and interior hull structure.
   ii. Superstructure (including masts and stacks).
   iii. Railings, bulwarks and their attachment to hull, especially guardrails and lifelines.
   iv. Provisions for drainage of seawater from exposed decks.

b. MACHINERY
   i. Main propulsion and auxiliary machinery essential to operation of craft.
   ii. Sea and bulkhead closure valves.
   iii. Bilge suction strainers and dewatering systems bilge pumps to be tested by operation.
   iv. Bilges free of flammable liquids.

c. ELECTRICAL
   i. Cables.
   ii. Navigation, deck and emergency lighting.
   iii. Rotating electrical machinery, e.g., generators and motors.
   iv. Storage batteries.

d. LIFESAVING EQUIPMENT
   i. Life preservers sufficient number for maximum capacity of craft, accessible and in satisfactory condition.
   ii. Life raft(s) and hydrostatic release (where applicable) sufficient for maximum capacity.
   iii. First aid kits, life rings and distress lights.
   iv. Distress signaling devices.

e. FIRE FIGHTING EQUIPMENT
   i. Fire pump subject fire hose to fire pump pressure.
   ii. Portable fire extinguishers.
   iii. Fixed systems, e.g., CO2 cylinders

f. STEERING APPARATUS

g. MTSC SYSTEMS AND EQUIPMENT
   i. Harbor charts.
   ii. Ground tackle and mooring lines.
   iii. Whistle/fog horn, bell.
   iv. Compass.
   v. Radar.
   vi. 2 way radio capable of bridge to bridge communications.
   vii. Current licenses.

23. In the event the U.S. Government rejects a water taxi, the U.S. Government shall not be liable for any costs the HS Contractor incurs in presenting said water taxi for inspection.

24. The HS Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for U.S. Government review and inspection.

g. LINE ITEM XX07 - GENERAL CHARTER & HIRE ITEMS

YOKOHAMA OR COMPARABLE TYPE FENDERS

1. The HS Contractor shall furnish Yokohama or comparable type fenders for all classes of ships in accordance with the Schedule of Supplies and Services. Fender size is not specified as this is a performance based service. Fenders provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX07AC). The fenders quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee PER Yokohama or comparable type fender, and there is another SUBLINE ITEM for all costs associated with installation, and removal of one fender, as well as round trip costs associated with transport of the fender from another port, if required.

2. Rental is on a daily(24-hour) basis, per fender. Installation, removal, and transportation are charged as a "lot" per fender. The HS Contractor shall be responsible for securing the fenders to the pier.

3. The HS Contractor shall provide fenders with a minimum of two (2) mooring lines.

4. Fenders shall be provided free of charge by Royal Navy Liaison Office (RNLO) in Sembawang port to ships berthed at piers 5,6, and 7.

5. Sub lot line item XX07AH is applicable only to submarine fenders. Sub lot line item XX07AB shall be used for all other class 1 vessels. Recognizing that mobilization/demobilization costs for submarine fenders (XX07AH) vary significantly from those of other type fenders, transportation charges for submarine fenders shall not be subject to the quoted transportation charges of XX07AG. Instead, all transportation, storage, setup, mobilization and demobilization charges associated with submarine fenders (XX07AH) shall be included in the quoted price of this sub lot line item.

INTERPRETER SERVICES

The HS Contractor shall provide interpreter services when ordered. The interpreter shall be fluent in both spoken and written local language and English.

OILY WASTE REMOVAL

1. Oily Waste is defined as any liquid petroleum product mixed with wastewater and/or oil in any amounts, which, if discharged overboard, would cause or show sheen on the water. The HS Contractor shall dispose of any combination of oily waste and grey water as oily waste.

2. Oily Waste is measured by Cubic Meter (1CM = 264.2 Gallons). The HS Contractor shall submit, as an attachment to the invoices for disposal services, a document verifying the quantity collected and the name of the disposal plant where the oily waste have been or will be disposed. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from the ship.

3. The HS Contractor shall comply with the environmental requirements of each country where oily waste is disposed and shall be liable for any costs incurred as a result of the HS Contractor's failure to comply with such requirements. The HS Contractor shall keep all disposal certificates and shall make them available to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore upon request. If the ship concurs with the volume, the ship will pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped. The HS Contractor will submit a request to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore for the difference, accompanied by disposal certificates. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore will investigate and resolve the issue, and will arrange for the ship to pay any amounts determined to be due.

4. Oily Waste Removal involves the collection of Oil and Aggregate Water generated by the ships. The requiring vessel will pump this waste into HS Contractor-provided tanks or barges. The HS Contractor shall provide all equipment and facilities required to remove oily waste, including hoses and connections compatible with the

ship being serviced. The HS Contractor shall provide hoses of sufficient length from equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

5. In all cases when a ship orders oily waste disposal services, the HS Contractor shall invoice and will be paid the contract schedule's minimum daily quantity of 60 CM for providing the disposal services, even if the oily waste quantity pumped and disposed that day is less than the 60 CM minimum quantity. Payments over the minimum daily quantity of 60 CM shall be for the amount of oily waste cubic meters removed at the appropriate per CM rate in the schedule. The HS Contractor shall not invoice any charge (either the daily minimum or the additional per CM rate) for ships that do not order disposal services.

6. In the event the HS Contractor subcontracts oily waste disposal, the HS Contractor shall be liable for any costs incurred as a result of the disposal operator's failure to comply with local requirements.

7. The HS Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed. The Government reserves the right to independently verify the volume of discharge using certified flow measuring devices.

8. When removal is done via barge, the HS Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

PRATIQUE/AGRICULTURAL SERVICES

The HS Contractor shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

PORT DUES

1. In some countries, the port authority or concessionaire charges port dues to the visiting ship. The port dues may be based on the length or based on the gross tonnage of the ship. Only 'FINAL' invoices will be accepted for payment.

2. Attachment (19) of the solicitation lists some of the unclassified agreements. However, this is not a complete list of all the relevant countries.

3. Clause OC-10, titled Host Country Agreements, outlines the limitation of the U.S. Government to pay for certain port dues, fees, or use fees.

4. Sub lot line items XX07AS and XX07AT are intended to provide a suitable landing area for ship's boats or water taxis, when ordered. items XX07AS and XX07AT are also intended to provide a suitable area, adjacent to the ship berth or water taxi point of debarkation, for placement and operation of the fleet landing lot items ordered under lot line item XX03. The fleet landing sub lot line items are detailed in the PWS paragraph c.2.

5. Sub lot line items XX07AQ, XX07AS, XX07AX, and XX07BA shall only be used when the port is not publicly owned/operated.

STEVEDORE SERVICES

The HS Contractor shall provide stevedores for general labor. Billing shall be at the hourly rate for worker.

BREASTING BARGES

1. The HS Contractor shall furnish camels in accordance with the Schedule of Supplies and Services. The camels shall be flat surface platforms to be placed alongside the pier and sufficiently capable of breasting the ship away from the pier or from other ships.

2. The HS Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3. The HS Contractor shall place additional fenders between the breasting barge and the ship when requested.

4. Breasting barge size is not specified as this is a performance-based service. The HS Contractor is responsible, as part of its understanding of the requirement, for determining the appropriate barge size for each combination of vessel class and berthing configurations required at each lot. Barges provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX07BF). The barges quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee for the barge, and there is another SUBLINE ITEM for all costs associated with installation, and removal of the barge, as well as round trip costs associated with transport of the barge from another port, if required.

5. Rental is on a daily (24-hour) basis, per barge. Installation, removal, and transportation are charged as a "lot" per barge.

LANDING BARGES

1. The HS Contractor shall furnish landing barges (i.e. pontoons) in accordance with the Schedule of Supplies and Services. The landing barges shall be flat surface barges for positioning at the stern or side of the vessel to serve as a loading/unloading platform for water taxi personnel or cargo; they shall not interfere with the operations of the ships' elevators or other equipment. Although landing barges are primarily used for class IV and V vessels, they may be ordered for use with any class vessel.

2. Landing barge size is not specified as this is a performance-based service. The HS Contractor is responsible, as part of its understanding of the requirement, for determining the appropriate barge size for each combination of vessel class and berthing configurations required at each lot. Barges provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX07BN). The barges quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee for the barge, and there is another SUBLINE ITEM for all costs associated with installation, and removal of the barge, as well as round trip costs associated with transport of the barge from another port, if required.

3. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

4. Rental is on a daily (24-hour) basis, per barge. Installation, removal, and transportation are charged as a "lot" per barge.

h. LINE ITEM XX08 - COLLECTION, HOLDING, AND TRANSFER (CHT)

1. The HS Contractor is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships throughout the area covered by this contract. The HS Contractor shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The HS Contractor shall be responsible for the supervision of the collection, transportation and disposal services to avoid any overflow of waste on the barge and at the pier. Services shall commence upon ship's arrival whether, at anchor or pierside. The HS Contractor shall pre-position CHT barges, when necessary, in accordance with force protection or other requirements.

2. The HS Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3. The HS Contractor shall remove sewage from the ship in HS Contractor-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

4. The HS Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT. The Government reserves the right to use its own metering device to verify measurement of sewage discharge. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from the ship.

5. The HS Contractor shall provide CHT hoses of sufficient length from HS Contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6. The HS Contractor shall properly dispose of all sewage. CHT collection, removal and disposal shall be priced based on the following conditions:

    a. (XX08AA) – CHT BY TRUCK: The husbanding HS Contractor shall provide services when the visiting ship is at pierside.

    b. (XX08AB) – CHT BY BARGE: The husbanding HS Contractor shall provide services when the visiting ship is at anchorage or the port authority has issued a directive stating that service must be performed by barge or the barge has been ordered by the ship. The HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

7. The CHT service shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the contractor shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT.

8. The HS Contractor will be guaranteed a minimum daily quantity of 60 cubic meters for providing these services even if the actual cubic meters of CHT removed is lower than 60 cubic meters. Note: 264.2 gallons = 1 CM (cubic meter).

9. The HS Contractor shall submit, as an attachment to the invoices, a document (certified by the ship's personnel) that indicates the quantity collected and the name of the disposal plant where the CHT will be disposed. The Government reserves the right to independently verify the actual volume of CHT discharged using a certified flow measuring device.

10. The HS Contractor shall request the ship's personnel to verify all removal figures at time of CHT collection. The HS Contractor shall follow any environmental regulations required by each country. If the ship concurs with the volume, the ship will pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped or 60 cubic meters per day, whichever is greater. The HS Contractor shall submit a request to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore for the difference, accompanied by disposal certificates. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore will investigate and arrange for payment of any additional amounts that are determined to be due.

11. The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the HS Contractor's report in writing. The HS Contractor is also responsible to keep all disposal certificates and shall make them available to Contracting Officer upon request.

12. In addition, the following applies specifically to Lot 20, Hong Kong:

    The HS Contractor shall discharge all CHT collected from the ship to the Hong Kong SAR Government designated discharging location. The prices for lot line item 2008AA and 2008AB on the Attachment 2 schedules shall be understood to require all the Collection Holding Transfer Sewage Removal and Disposal services described under this Performance Work Statement paragraph 11.h. but for the actual disposal/discharge costs. The disposal/discharge costs will be separately paid as a port tariff item.

i. LINE ITEM XX09 - FRESH POTABLE WATER

Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

1. Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See Attachment #18.

2. Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

    a. These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at these websites: http://www.epa.gov/OGWDW and http://www.tdh.state.tx.us/bfds. The HS Contractor shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

    b. The HS Contractor shall provide for the delivery of fresh potable water to the ships as ordered. The HS Contractor shall be paid for the amount of water ordered by the vessel. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, CERTIFIED METERING DEVICES.

    c. Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraphs (2)(a) and (2)(b) above. If the water source does not meet the requirements of potable water, the HS Contractor shall be required to provide water from an alternate approved source at no increase in the contract price.

d. Potable water pierside shall be delivered by pipeline if available. If pipeline is not available, potable water pierside shall be delivered by truck or barge and the ship will be charged in accordance with SUBLINE ITEM XX09AB. If a vessel is at anchorage SUBLINE ITEM XX09AC applies.

3. The HS Contractor shall be paid based on the ACTUAL METRIC TONS of potable water received on the ship. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities provided to the ship.

4. If potable water delivery is via barge, the HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position water Barges, when necessary, in accordance with Force protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

5. **BOTTLED POTABLE WATER -** The HS Contractor shall provide for the furnishing of fresh, potable water in bottles. The husbanding Contractor is responsible for ensuring that the U.S. Army Veterinary has approved the products recommended to the ship's Supply Officer. Information on how to request and obtain sanitary inspection is provided as Attachment #17. The minimum order quantity for this line item is 100 liters.

j. LINE ITEM XX10 – SHIP'S UTILITY SERVICES

OIL BOOMS

The HS Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom. Billing for LINE ITEMs XX10AA and XX10AB shall be per meter. For example, a 300-meter oil boom would be billed at 300 meters per day.

Oil Booms are intended to act as a precautionary measure in case of inadvertent leakage from equipment otherwise in sound operating equipment. Oil booms are also intended to mitigate the environmental damages that may otherwise result from inadvertent leakage. The HS Contractor shall notify the Ordering Activity, upon receipt of a LOGREQ request, if deployment of an oil boom at the proposed mooring location is contrary to host nation or port authority regulation so that the order for the oil boom service can be cancelled. Cleanup and disposal of oil is a port authority function. If the HSP incurs charges for these services, they shall be billed as port tariff items on a reimbursable basis.

SHORE POWER (INCLUDES CABLES, CONNECTION, FUEL, AND OPERATORS) 450-480V, 60 HZ

The HS Contractor shall provide shore power to the ship using a port-provided, permanent connection system or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels. The HS Contractor shall provide all cables and make all power connections between the generator and ship. The availability of shore power shall be in accordance with the schedule established by the ship.

Sub Lot Line Items XX10AC, XX10AD, and XX10AE are to be used only if/when shore power provided by port authorities is, for any reason, not available or inadequate.

SHORE STEAM

The HS Contractor shall provide shore steam to the ship. This sub lot line item is performance-based. Shore steam provided to the ship may be provided by any means (boiler or generator) so long as the pressure of steam delivered to the vessel is approximately 100 PSI (standard commercial pressure) and of acceptable quality for the vessel. Pricing for provision of shore steam shall be on a TBD basis and should

include the boiler or generator, fuel for the generator, mobilization/demobilization, hoses, and adapters appropriate to the vessel type, and water (where required) for the generator or boiler. This item shall be billed on a daily basis.

k. LINE ITEM XX11 – LAND TRANSPORTATION (PERSONNEL) SERVICES

1. GENERAL REQUIREMENTS :

   a. All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured (including adequate passenger liability insurance). The HS Contractor is responsible for delivering all cargo and personnel to the correct location on schedule.
   b. Deleted

   c. The HS Contractor shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government shall have the right to reject the vehicle for performance of services. The HS Contractor shall ensure that each vehicle is jointly inspected before and after a trip by the HS Contractor and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

   d. If a vehicle is not operable when required under this contract, the HS Contractor shall provide, at no additional expense to the U.S. Government, a replacement vehicle within three (3) hours that complies in all respects with this contract.

   e. All vehicles shall include drivers.

2. BUS SERVICE

   a. The HS Contractor shall provide air-conditioned bus services on an hourly rate basis and bill under LINE ITEM XX11AA. The hourly rate shall include one driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

   b. The HS Contractor shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition when presented for service and shall be free of debris. The bus shall be sufficiently clean so as not to soil passengers, their clothing or possessions with dirt, grease, oil, or other matter.

   c. In the event of a bus breakdown, the HS Contractor shall provide within two hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

   d. Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's Ordering Officer.

   e. The HS Contractor shall be responsible for ensuring that the HS Contractor and an authorized representative of the U.S. Government jointly inspect before and after a trip each bus. The U.S. Government will not consider any claim for damage to a bus, which has not been inspected.

   f. The minimum bus capacity shall be 40 passengers.

   g. A minimum daily price of four (4) continuous hours shall apply for each bus ordered less any time associated with bus breakdown or getting lost.

h. Drivers must be familiar with the area, have an appropriate driver license, and speak English. In the event the driver is unable to speak English, the contractor shall furnish an English speaking rider on the bus.

3. VEHICLE RENTAL SERVICE

a. Vehicle Specifications, Maintenance, and Malfunctions

(i) The HS Contractor shall furnish "new" air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations.

Sedans or SUVs shall have a minimum capacity of four (4) passengers and 1600cc engine.

In the event a "new" vehicle is not available in certain countries, the contractor shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. Vehicles shall be priced on a daily rate, except as noted below. They shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full. The prices for vehicles rented are based upon an assumption that the vehicles will be returned with an empty tank of gas. Therefore ships will be charged for a full tank of gasoline at the time of rental. There shall be no surcharge applied to the commercial price of the fuel. Vehicles can be returned with any amount of gasoline. Ships shall not be responsible for returning the vehicle with a full tank of fuel, and the HS Contractor shall not be obligated to credit the ship for the remaining fuel.

(ii) The HS Contractor shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and be responsible for all emergency repairs and services.

(iii) Should any vehicle break down while in the U.S. Government's possession, the HS Contractor shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than three (3) hours later. The replacement shall take place either at the point of breakdown or at the HS Contractor's office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the HS Contractor's expense. The U.S. Government shall be credited an hourly rate, pro-rated on the daily rate, for the rental cost between breakdown and vehicle replacement.

b. Substitution of Vehicles

(i) If the HS Contractor does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the HS Contractor shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group B car is ordered but unavailable, and if no other Group B vehicle is available, the HS Contractor shall furnish a higher group vehicle at the price listed for the Group B vehicle originally ordered.
(ii) In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

c. General Description of Vehicle Types

(i) The vehicles shall meet the general description set out below:

Medium-size Sedan (Group "B"): 2 - 4 doors; 4 - 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Passenger Van (Group "M"): 9-passenger capacity; air conditioning; minimum 2000cc engine (except for Hong Kong where capacity is 7 passenger).

Cargo Van (Group "X"): 12 Cubic Meter volume capacity, air conditioning; minimum 2000cc engine.

Executive Sedan with Driver (Group "E"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan. This group requires an executive sedan and shall be provided with a driver. Drivers must be familiar with local area, and must speak English. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. No individual driver shall be required to drive more than 8 hours. Drivers must not have been driving within the previous 8 hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the daily rate, with the HS Contractor entitled to a minimum charge of 4 hours. The HS Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations by the provided driver. The daily rate shall be inclusive of the first 250 kilometers per day, all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals. The U.S. Government will reimburse the HS Contractor for additional costs in two cases: for highway tolls, and for the driver's overnight accommodation up to $120.00 or equivalent local currency, when required by U.S. Government business such as travel to another city, and upon presentation of an original invoice (using the online pricing application).

15-Passenger Buses with Driver (Group "Z"): All requirements concerning the rental of a vehicle with the driver described above in the "Executive Sedan with Driver" shall apply to this paragraph also.

d. Insurance and Liability.

(i) The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below.

(ii) The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

(iii) The HS Contractor and any Subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the HS Contractor, its subcontractors, its agents, or employees.

(iv) The HS Contractor shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The HS Contractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

(v) Paragraph (iv) shall not be construed as limiting the HS Contractor's liability to the amounts of the required minimum insurance coverage specified therein.

e. Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations.

f. Mileage and Deposit Charges. There are no mileage or deposit charges for the vehicles rented under this contract for all mileage travelled within a 250 kilometer radius of the ship berth (or departure point on the

pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity's needs. The HS Contractor shall be entitled to an additional half days' rental fee at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

g. Time Periods of Rental. Rental time shall begin once the vehicle and driver are available for use alongside the Ordering Activity. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than 8 hours straight. Drivers must not have been driving within the previous 8 hours.

l. LINE ITEM XX12 - TELEPHONE SERVICES AND COMMUNICATION EQUIPMENT

1. Landlines (LINE ITEM XX12AA): Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Installation charges shall be inclusive of all costs for installation and removal of landlines. Usage charges and port tariff fees associated with landline connections (LINE ITEM XX12AB) will be the actual charges computed in accordance with the local or national tariff.

2. Cellular Telephone Services (LINE ITEM XX12AC): Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under LINE ITEM XX28AC. The HS Contractor shall have readily available a minimum of 10 cellular telephones at a given time. Each mobile phone provided shall include an operating manual/instruction with published rates for usage. Airtime for mobile phones shall be included under LINE ITEM XX12AD. Usage charges associated with mobile phones (LINE ITEM XX12AD) will be the actual charges computed in accordance with the local or national tariff.

3. The HS Contractor shall provide pre-paid International Calling Cards for official use (LINE ITEM XX12AE).

4. SIM cards with prepaid airtime shall be provided where the ship or operating unit has mobile phones and desires only SIM cards for use in the specific port area. SIM cards provided under LINE ITEM XX28AF shall include activation of the SIM card. HS Contractors shall not be obligated to provide quantities of sub lot line item XX12AF in excess of quantities permitted by host nation law or regulation.

5. PWS paragraph 9.h. details the priority in providers to MWR support to Ordering Activities. Calling cards ordered under sub lot line item XX12AE shall be billed in the denomination of the card, adjusted to USD using the OANDA exchange rate for the date of the order as outlined in the PWS paragraph 9.f. without additional markup or fee.

m. LINE ITEM XX13, XX14 AND XX15 - FORCE PROTECTION BARRIERS/PERSONNEL/SUPPLIES

1. Heightened Vigilance: The HS Contractor shall be alert at all times in order to contribute to the protection of the ship and its crew. The HS Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The HS Contractor shall report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

2. The HS Contractor shall fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the HS Contractor shall identify to Navy Force Protection

Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the HS Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The HS Contractor shall arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

3. Contractor/Subcontractor Identification: The HS Contractor shall identify how contractor and subcontractor personnel will be recognizable to ship's personnel. This may be accomplished by a combination of picture ID, badges, uniforms, access lists, etc. The HS Contractor shall also identify how support vehicles/vessels will be marked so that they are readily identifiable to ATFP/ship's personnel.

4. See Attachments 7, 12, 13, and 14 for specific Force Protection requirements and procedures.

n. LINE ITEM XX16 – AIRPORT/CARGO & MATERIAL HANDLING (PORT HANDLING COSTS)

1. The HS Contractor shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

2. The HS Contractor shall use counter-to-counter delivery and charge by each Bill of Lading. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

3. Shipping documents shall be labeled "SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HS Contractor.

4. The HS Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel. The HS Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

5. The HS Contractor shall receive the package from the ship and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

6. The HS Contractor shall deliver the package to the ship the day of arrival in port or the following morning. The HS Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

7. The HS Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HS Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

PAINT FLOAT

The paint float shall be no less than 5M in length but, in all cases, large enough to provide a safe and stable working platform for the occupants. Scaffolding may be of any height less than 3.5M from the deck, so as to provide a working platform at least 4M from the waterline. The paint float shall be equipped with suitable self-fendering to prevent damage to the ship. The price of these fenders shall be included in the quoted price of the paint float. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. Rails shall be no less than 1M from the working platform. The working platform shall be equipped with anchor points for harnessing. The Ordering Activity shall be responsible for providing safety harnesses, for obtaining permission from local authorities prior to all work on the paint float, and for cleanup/disposal of all

hazardous material generated or released outside the paint float. The HSP shall notify the Ordering Activity of local regulatory requirements concerning paint floats, assist the Ordering Activity in submitting requests and passing required documentation to the local authority where permission is required to work on the paint float, and arrange for required cleaning of the paint float upon return. The ordering activity is responsible for securing the paint float from the time custody has been transferred to them until returned to the HSP or the ship departs, whichever is earlier.

LIGHT TRUCKS (LOT LINE ITEM XX16AB)

a. The HS Contractor shall provide covered, lockable trucks with a driver to load/off load cargo and mail. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and offloading.

b. The HS Contractor shall be responsible for security and prevent loss/damage/destruction of cargo and mail.

c. The HS Contractor shall return all items left in rental vehicles to the ship's Ordering Officer.

d. The HS Contractor shall obtain written acknowledgement of vehicle service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

e. The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cost, except where the loss or damage is cost by the willful and wanton negligence of the U.S. Government employee.

f. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than eight (8) hours. Drivers must not have been driving within the previous eight (8) hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the daily rate, with the HS Contractor entitled to a minimum charge of four (4) hours. The HS Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. The daily rate shall be inclusive of all mileage travelled within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor) , all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals.

g. The HS Contractor shall provide vehicle service with qualified drivers for official government business.

h. The HS Contractor shall provide one-way transfer vehicles with drivers to transfer cargo between a designated pick-up point and a specified destination within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity's needs. The HS Contractor shall be entitled to an additional half days' rental fee at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

i. The HS Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

j. The HS Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

k. If the unit of issue is by "Day", then the rental period shall constitutes 24 hours.

MANLIFT (WITHOUT OPERATOR)

The HS Contractor shall provide a manlift (without operator) and a full fuel tank. The HS Contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning. The HS Contractor shall conduct training on safety and operating procedures for ship personnel. The HS Contractor shall maintain documentation of ship personnel acknowledgement of the training.

o. LINE ITEM XX17 - PROVISIONS

(1) Provisions

Note: Orders for fuel and provisions are primarily ordered under other U.S. Government contracts. Use of these contracts for fuel and provisions (eg. DESC fuel contracts and DSCP-Pacific provisions contracts) is mandatory when available. If U.S. Government contracts are either unavailable or cannot make delivery within ship scheduling constraints the HS Contractor must receive prior permission from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer before providing these services to the ship, including mobilization. When requested by the ship, the HS Contractor shall pass these orders to the other U.S. Government Contractors involved. The ship's Supply Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may award contracts or purchase orders for these non-priced items to other U.S. Government contracts.

a. When requested by a ship, the husbanding HS Contractor shall assist in arranging for the timely provision of subsistence items. LINE ITEMs XX17AA through XX17AC identify the fees that will be paid the HS Contractor for arranging subsistence items. FFV shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using night soil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. Bread and Eggs must be in accordance with Attachment #11. The husbanding services HS Contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and local currency; and total price in U.S. dollars and local currency as indicated in the "INVOICING AND PAYMENT CLAUSE". (Example: 10 pounds tomatoes @ 2,50 euro/$1.00 USD per Pound = 25,00 Euro/$10.00 USD). Any delivery charges shall be shown separately. The HS Contractor shall use the conversation rate to convert Kilogram (KG) into US pounds (LB) is: 1 KG = 2.2046 LB.

b. If the total cost of FF&V and subsistence items ordered and received by a ship under this contract exceeds $10,000.00 for a port visit, the HS Contractor shall submit a report via e-mail to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the HS Contractor shall provide copies of all quotes obtained. This report is in addition to the LogSSR report.

c. The husbanding HS Contractor shall ensure that the sources recommended to the ships Supply Officer for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement.

d. Information on how to request and obtain sanitary inspection by the U.S. Government is provided as Attachment #17.

e. The HS Contractor shall retain documentation of inspection of sources recommended or selected as suppliers of subsistence items. Under no circumstances shall the HS Contractor recommend or offer for acceptance subsistence items from non-approved sources.

f. All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

g. The fee specified in sub lot line item XX17AA has a unit of issue of 'EA' (each). This fee is for the arrangement of one line item of provisions, not for a quantity of one provision. For example, if one provisions order contained ten different line items and a quantity of five for each line item, the HS Contractor would be entitled to bill under sub lot line item XX17AA for a quantity of ten with a unit of issue 'EA'.

p. LINE ITEMS XX18 - FUEL

1. Orders for fuel and provisions are primarily ordered under other U.S. Government contracts. Use of these contracts for fuel and provisions (eg. DESC fuel contracts and DSCP-Pacific provisions contracts) is mandatory when available. If U.S. Government contracts are either unavailable or cannot make delivery within ship scheduling constraints the HS Contractor must receive prior permission from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer before providing these services to the ship, including mobilization. When requested by the ship, the HS Contractor shall pass these orders to the other U.S. Government Contractors involved. The ship's Supply Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may award contracts or purchase orders for these non-priced items to other U.S. Government contracts.

2. Other procedures apply as follows:

(a) Fuel (MGO/F76)

(i) Ships may order fuel, as described in paragraph 1 above, with the assistance of the HS Contractor. The HS Contractor shall advise the Supply Officer of available bunkers, or existing fuel contracts issued by Defense Energy Support Center (DESC) or Navy Operational Logistics Support Center. If requested by the Supply Officer, the HS Contractor shall pass fuel orders to the appropriate fuel supplier, and will coordinate delivery. The DESC Overseas Ships' Bunkers Contract Bulletin SP0600-02-0013 may be accessed at http://www.desc.dla.mil/DCM/DCMPage.asp?PageID=227 . Disagreements between any DESC Contractor and the HS Contractor shall be forwarded to the DESC Contracting Officer through Logistic Supply Center Fuel Manager specified at the time of award for each region. HS Contractors who buy fuel through other than government sources when available without express authority in writing from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer do so at their own risk. If the HS Contractor is authorized to provide fuel, U.S. Government shall not reimburse the HS Contractor for more than what the U.S. Government cost through approved DESC contracts would have been unless authorized by the Contracting Officer. The HS Contractor is required to provide any security vetting for DESC contractors in order to facilitate performance.

(ii) In the event that no U.S. Government or foreign Government owned bunker is available, or no DESC or NPO available contracts meets a ship's fuel requirement, or as directed in writing by the Contracting Officer, the HS Contractor shall assist the ship in arranging the procurement of fuel. The HS Contractor shall not provide any fuel or fuel-related service e.g., fuel barge or fuel truck, without first receiving specific advance approval to do so from a NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. This fuel shall be provided in accordance with Attachment # 15. The HS Contractor shall provide a fuel barge or truck to transport fuel to the ship, if required. LINE ITEMs XX18AA through XX18AD identify the fees that will be paid the HS Contractor for arranging fuel requirements. The HS Contractor shall be liable for any costs should the fuel provider fail to properly employ oil spill booms as required by local authorities or fails to comply with any local laws or regulations relating to the provision of fuel. Fuel caught in oil booms will be properly disposed. The HS Contractor shall be liable for any costs should the fuel provider fail to employ properly oil spill booms as required by local authorities or fails to comply with any local laws or regulations relating to

the provision of fuel. The HS Contractor shall deliver fuel "free on board" the ship whether at pierside or at anchor. The invoice shall indicate the unit and total price for the fuel and the price for the delivery of fuel to the ship. The contractor shall also include a statement with each invoice entry for fuel purchased from the contractor that identifies who directed it to provide the fuel and the preliminary steps taken by the contractor to ensure that government-owned fuel or fuel from a DESC contract was not available to satisfy the ship's requirement.

(iii) Other than the price specified under LINE ITEM XX18AA Fee for Acquiring Fuel and LINE ITEM XX18AC Fuel Delivery/Other, no additional fees shall be added to the price of LINE ITEM XX18AB Fuel, TBD. The HS Contractor shall be reimbursed at cost for the TBD purchase price of fuel and for delivery without additional markup.

(iv) In recognition of the fact that fuel is sold by weight (metric tons) and by volume (gallons or liters), the HS Contractor shall ensure all United States ships are provided with a fuel invoice and the appropriate customs certification demonstrating the quantity of fuel provided in metric tons and in gallons or liters. In the event that the HS Contractor is ordered to provide fuel, all terms and conditions of the fuel provider shall be provided to the Ordering Officer in the pre-arrival cost estimate or prior to the order being finalized if the fuel services are ordered after the pre-arrival cost estimate has been provided. For example, if a ship places an order for fuel and the fuel provider has a term or condition that requires the full quantity to be pumped into the requiring vessel without return of any fuel to the provider, this condition must be disclosed to the Ordering Officer in the pre-arrival message.

(v) The HS Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier. The cost for all barge inspections will be included in the fee for LINE ITEM XX18AC.

(vi) The HS Contractor shall load the ordered fuel and transport to the ship. The HS Contractor shall transfer the fuel from the fuel barge or truck to the ship. The HS Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

(vii) The HS Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

(viii) Excess Fuel Procedures: Demurrage charges accrue when the entire quantity of fuel ordered cannot be delivered on or before the date and time specified in the fuel order. Demurrage charges do not accrue when fuel cannot be delivered due to the fault of the service provider (e.g. pumping rate of the barge inadequate to deliver fuel within the time specified by the order). See PWS paragraph 3.i. for further details. Pricing of XX18AD is in units of DAY and the compensation covers the daily cost of the barge used to deliver the fuel (regardless of the amount of fuel remaining in the barge). Since the great majority of fueling evolutions are via barge, the price of demurrage by barge should be used vice the demurrage price by truck. All required customs clearances are to be included in item XX18AA, Fee for Acquiring Fuel. If the ship does not offload all of the fuel ordered, the HS Contractor shall store the excess fuel and diligently attempt to sell it as soon as practicable. The HS Contractor shall receive a storage fee (demurrage) for no more than three (3) days. The HS Contractor shall receive a fuel disposal fee on a reimbursable basis upon presentation of vendor invoice for disposal services.

(ix) All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

q. LINE ITEM XX19 – OTHER PORT SERVICES

LOGISTIC SUPPORT TO GOVERNMENT TEAMS

a. Note: This Line Item is for logistics support in connection with ship visits to a port area. U.S. Government teams conduct surveys in a variety of ports in the Region. The U.S. Government may require the assistance of the HS Contractor in the ports to be surveyed.

b. The HS Contractor shall assign an individual to participate in and assist with logistical arrangements for a team that will perform the survey. This team may visit a variety of ports in advance of ships' visits to assess the force protection levels of the port and to perform related functions. The HS Contractor's assistance shall include providing logistical support as requested by the U.S. Government, coordinating access and interviews with local officials, local husbanding services, and support Contractors, coordinating necessary translation services for the team, and assisting in the development of a final assessment report.

c. The HS Contractor shall invoice port surveys at the subsequent day husbanding fee for a Class II ship in the port. In addition, the HS Contractor shall be reimbursed for economy class air transportation and daily per diem rate that includes lodging, meals and other related expenses. The per diem rates shall be those set forth in the Joint Travel Regulation (JTR).

d. Other HS Contractor out-of-pocket expenses related to the service(s) and anticipated by the HS Contractor will be invoiced and reimbursed at cost. The HS Contractor shall submit all receipts, invoices or other valid documents to support the incurred expenses. The HS Contractor shall not pay for hotels, meals, rental vehicles, telephone expenses and any other expenses that the U.S. Government team members may incur and for which they can be reimbursed under their U.S. Government travel orders.

e. If a delivery order with a "Not to Exceed " (NTE) amount is issued for the logistic support services, the HS Contractor shall promptly advise the NAVSUP Fleet Logistics Center Yokosuka or its sites' Contracting Officer and withhold performance if he expects to exceed this amount.

TENT WITH EQUIPMENT FOR SPECIAL EVENTS (INCLUDES TABLES, CHAIRS, LIGHTING AND FANS

The HS Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels. The HS Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills. The HS Contractor shall remove all provided equipment upon completion of services.

r. LINE ITEMS XX20 - INCIDENTALS

1. Incidentals: The HS Contractor shall arrange for incidentals using the Online Pricing Application, as further described in Attachment 8 and paragraph 3(o) above. Incidentals are supplies and services not priced on the Schedule of Supplies and Services or Port Tariff schedule that are within the scope of the contract, and are required during the course of the husbanding visit. Historical examples of items ordered that would be considered incidentals are listed at the bottom of each schedule in Attachment 2. Incidentals shall not exceed $50,000.00 per port visit unless prior permission is granted from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. The HS Contractor shall not be separately or additionally compensated for profit or mark-up on the prices of these items or for any other charges or fees associated with acquiring the supplies or services other than the price the HS Contractor pays its supplier for the supply or service except as the HS Contractor chooses to include allowances for any such profit, charges, or fees in the daily price for the Management Services or as part of the process proposed by the HS Contractor for implementation of the Online Pricing Application methodology for offering incidentals at fair and reasonable prices. The HS Contractor shall arrange for incidentals as described below:

a. Providing supplies and services. At the request of an Ordering Activity, the HS Contractor shall arrange for incidentals that are within the scope of the contract, are not pre-priced on the Schedule of Supplies and Services (Attachment 2), and are required during the course of the husbanding visit. In cases where sub lot line items do not exist under the corresponding lot line item in some lots, but exist under line items in other lots of the Attachment 2 schedules, the Government reserves the right to order these items within the scope of the contract, if required, as incidentals using the online pricing application. The contractor shall conduct necessary market research, contact potential suppliers, obtain price quotations, and, based on the information, provide an estimated price for the supply or service to the Ordering Activity and the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer using the Online Pricing Application. The HS Contractor shall not provide any incidental supplies or services until the HS Contractor and the Ordering Activity or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer agree on a fair and reasonable price for the supplies or services. For non-priced items with extended price less than $25,000, either the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka or its sites' Contracting Officer may determine if a quoted price is fair and reasonable. For non-priced items with an extended price greater than $25,000, only the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. At that point the Ordering Activity shall issue an order to the HS Contractor directing that it provide the supply or service in support of the husbanding visit at the agreed price. For supplies or services having an extended price (unit price multiplied by quantity) over $3,000, the HS Contractor must provide documentation to the Ordering Activity or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer, via the Online Pricing Application, that it has promoted competition to the maximum extent practicable. If the HS Contractor proposes the use of organic assets (HS Contractor-owned assets) at an extended price (unit price multiplied by quantity) over $3,000, the HS Contractor must additionally provide documentation to the Ordering Activity or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer, via the Online Pricing Application, that the price for use of the organic asset does not exceed the price for locally available assets that could be used to otherwise satisfy the requirement. When proposing to use an organic asset, the HS Contractor shall also provide a commercial pricelist, if available, showing the daily or hourly rates, inclusive of all operational and maintenance costs, that the HS Contractor charges other customers for use of the organic assets. Prices charged to the Government shall not be higher than the price for the same or similar services provided to other customers. The HS Contractor's use of the Online Pricing Application in accordance with Attachment 8 will be evaluated based on the criteria established in QASP and agreed upon as part of the HS Contractor's proposed process for determining fair and reasonable prices.

b. All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting Officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

c. Incidentals considered within the scope of this contract are defined at the description of contractual scope, paragraph 10.

s. LINE ITEM XX21 – OPERATIONS OTHER THAN WAR

* See attachment (9) PWS OOTW, for specific instructions.

t. LINE ITEM XX22 – COST REPORTING

1) See Attachment (8) PWS Cost Reporting, for specific reporting instructions.
2) All billing and cost reporting shall be made in the units specified in the respective LINE ITEMs.
3) **HS Contractor shall enter and report ALL expenditures under this contract (regardless of customer or ordering activity) into LogSSR and all non-priced expenditures other than port tariff (PT) items using the online pricing application in accordance with Attachment (8) PWS Cost Reporting.**
4) **The pre-arrival cost estimate is part of the Cost Reporting Lot Line Item. Requirements for the pre-arrival cost estimate report are described in Attachment (8).**

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00003	24-Feb-2012	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0017
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 23-Jun-2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nysjll01128926

1. The purpose of this modification is to incorporate HMAS Stirling into Lot 56 Australia, All Other Ports.
2. Attached Attachment 2 has been updated to reflect the change.
3. All other terms and conditions remain unchanged.

For the purpose of electronic distribution, the signed modification by GDMA on 24 Feb 2012 is hereby incorporated by reference.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)
		16C. DATE SIGNED 28-Feb-2012

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 145

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	18-Aug-2011	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0017
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 23-Jun-2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: nyssnk011121266

1. This modification is issued for the following:
2. P00001 is deleted in its entirety.
3. Administrative changes to the Performance Work Statement is incorporated and are highlighted in "Yellow".
4. The replace attached pages shows the revised paragraphs highlighted in yellow of this contract.
5. There is no change in the prices.
6. All orders placed and in progress prior to the release date of this modification shall continue to be processed using the original contract Attachment 2 schedules. All orders placed on or after the release date of this modification (0002) shall be processed and reported using the Attachment 2 schedules included with this modification.
7. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)
		16C. DATE SIGNED 18-Aug-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The 'issued by' organization has changed from
US FLEET AND INDUSTRIAL SUPPLY CENTER
(CODE 200)
CONTRACTING DEPARTMENT
PSC 473 BOX 11
FPO AP 96349-0011
to
NAVSUP FLC SINGAPORE OFFICE
CONTRACTING DEPARTMENT (CODE 250)
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0004AA
The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 0004AB
The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 0004AC
The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 0004AD

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 0004AE

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 0004AF

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

CLIN 1003

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 1003AA

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 1003AB

The FSC code R706 has been added.

The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 1003AC

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 1003AD

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 1003AE

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 1003AF

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

CLIN 2003

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 2003AA

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 2003AB

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 2003AC

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 2003AD

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 2003AE

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 2003AF

The FSC code R706 has been added.

The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

CLIN 3003

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 3003AA

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 3003AB

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 3003AC

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 3003AD

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 3003AE

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 3003AF

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

CLIN 4003

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 4003AA

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 4003AB

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 4003AC

The FSC code R706 has been added.

The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 4003AD

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 4003AE

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 4003AF

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

The following have been modified:

ATTACHMENTS

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ATTACHMENT 1
SHIP CLASSIFICATIONS (DESCRIPTION OF SHIPS BY CLASS AND TYPE)

SHIP TYPES
U.S. NAVY AND COAST GUARD SHIPS
LISTED BY SCHEDULE PRICING CLASSES

Class I	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
SSBN 726-743	36(11)	560(171)	42(10)	18,750	155
SSN 21-22	35(11)	353(107)	40(12)	9,297	133
SSN 642	32(10)	425(130)	33(10)	8,382	120
SSN 683, 686	29(9)	300(91)	32(10)	4,715	107
SSN 688, 690, 691, 698-701,705-711, 713-725, 750-773	32(10)	360(110)	33(10)	7,011	129

Class I	Draft	Length	Beam	Disp.	Maximum
U.S. Coast Guard	ft(mt)	ft(mt)	ft(mt)	tons	Crew
WAGB-10-11	28	399	84	13,194	139
WHEC 715-725		378	43	3,250	167
WIX 327		295			200

CLASS I	Draft	Length	Beam	Disp.	Maximum
	ft(mt)	ft(mt)	ft(mt)	tons	Crew
T-ATF	16(5)	196(60)	39(12)	1,675	24
ATS	15(5)	283(86)	50(15)	3,117	102

Class IA	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
AGSS 555		152		27	
PC 2-13	8	170	25	334	28
PC 14	9	179	25	387	28

Class IA	Draft	Length	Beam	Disp.	Maximum
U.S. Coast Guard	ft(mt)	ft(mt)	ft(mt)	tons	Crew
WLM 551-564	8	175	36	845	18
WLM 540		133			24
WPB 1301-1349		110	21	154	16
WPB 87301-87319		87	20		10
WPB 82312, 82333, 82336, 82338-82339, 82342-82344, 82347, 82349, 82352-82353, 82355-82356, 82358, 82360, 82366, 82368, 82372, 82374-82375		82	17	68	10

Class IB	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
ARS 50-53	17(5)	225(69)	51(16)	3,335	100
MCM 1-14	12(4)	224(68)	39(12)	1,333	84

MHC 51-62	10(3)	188 (57)	36(11)	907	51

Class IB	Draft	Length	Beam	Disp.	Maximum
U.S. Coast Guard	ft(mt)	ft(mt)	ft(mt)	tons	Crew
WMEC 901-913		270			100
WLB 201-205	13	225	46	2,000	40
WMEC 615-630		210	34	1,000	75
WLB 277, 290-291, 297, 301-302 306-309, 388-389, 392, 394, 395, 397, 401-402, 404-407	13	180	37	1,025	49

Class II	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
CG 47-73	31(10)	567(173)	55(17)	9,754	364
DD 963-973, 975, 977, 978, 980-982, 985, 987-989, 991, 992, 997	29(9)	563(172)	55(17)	10,059	382
DDG 51-78	33(10)	466(142)	59(18)	8,433	323
FFG 8, 9, 12-15, 19, 28, 29, 32, 33, 36-43, 45-61	25(8)	445(134)	45(14)	4,166	300

Class II	**DRAFT FT(MT)**	**LENGTH FT(MT)**	**BEAM FT(MT)**	**DISPLACEMENT TONS**	**MAXIMUM CREW**
AE 21-25	29(9)	512(156)	72(22)	17,500	316
T-AE 26-35	26(8)	564(172)	81(25)	20,500	225
TAF	29(9)	502(153)	72(22)	15,540	200
T-AFS	24(7)	581(177)	79(24)	16,500	225
AO	35(11)	640(195)	86(26)	40,000	300
TAO	35(11)	640(195)	86(26)	40,000	150
AOR	33(10)	659(201)	96(29)	38,100	345

Class III	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
AGF 3	23(7)	522	84(26)	13,634	665
AGF 11	23(7)	569	84(26)	16,405	1,353
AOE 1-4, 6-8, 10	39(12)	793(238)	107(32)	53,850	600
AS 39-40	29(9)	644(193)	85(26)	23,870	1,363
LCC 19-20	27(8)	634(190)	108(32)	19,177	842
LPD 4-10, 12-15	23(7)	570(171)	84(26)	17,273	1,320
LSD 36, 38, 39	19(6)	553(169)	85(26)	14,225	688
LSD 41-48	20(6)	609(186)	84(26)	16,195	515
LSD 49-52	20(6)	609(186)	84(26)	16,977	925

Class IV	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
LHA 1-5	26(8)	820(250)	106(32)	40,032	2,664
LHD 1-6	27(8)	844(254)	106(32)	41,150	3,002
MCS 12	32(10)	602(184)	84(26)	19,915	1,443

Class V	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
CV 63-64	37(11)	1,063(324)	130(40)	82,097	5,630
CVN 65	39(12)	1,101(336)	133(41)	91,038	5,830
CVN 67	37(11)	1,052(316)	130(40)	83,316	5,597
CVN 68-75	39(12)	1,092(333)	134(41)	98,557	5,680

NOTES;

1. Class IA ships are defined as ships up to 179 ft. in length with a maximum crew size of 35.

2. Class IB ships are defined as ships from 180 to 270 ft. in length with a maximum crew size of 100.

3. The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

4. Displacement is expressed in tons and represents fully loaded displacement.

5. The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing. For this reason the variance of the actual number of personnel on the ship may be 40% less than this figure.

6. There may be certain variances between the data in this appendix and the actual configuration of ships deployed. However, such variances will be relatively minor.

7. The above listing was compiled from the Internet websites of the U.S. Navy and U.S. Coast Guard effective July 2000.

GLOSSARY OF TERMS AND ABBREVIATIONS

A.	SHIP AND CRAFT CLASSIFICATIONS
AD	DESTROYER TENDER
AE	AMMUNITION SHIP
AFDB	LARGE AUXILIARY FLOATING DRY DOCK (NON-SELF-PROPELLED)
AFDL	SMALL AUXILIARY FLOATING DRY DOCK (NON-SELF-PROPELLED)
AFDM	MEDIUM AUXILIARY FLOATING DRY DOCK (NON-SELF-PROPELLED)
AFI	AIR FORCE INSTRUCTION
AGF	MISCELLANEOUS COMMAND SHIP
AGMR	MAJOR COMMUNICATIONS RELAY SHIP
AGOR	OCEANOGRAPHIC RESEARCH SHIP
AGP	PATROL CRAFT TENDER
AGS	SURVEYING SHIP
AH	HOSPITAL SHIP
AK	CARGO SHIP
AO	OILER
AOE	FAST COMBAT SUPPORT SHIP
AOR	REPLENISHMENT OILER
AP	TRANSPORT
ARS	SALVAGE SHIP
ARSD	SALVAGE LIFTING SHIP
AS	SUBMARINE TENDER
ASPB	ASSAULT SUPPORT PATROL BOAT

ASR	SUBMARINE RESCUE SHIP
ATA	AUXILIARY OCEAN TUG
ATC	ARMORED TROOP CARRIER
ATF	FLEET OCEAN TUG
ATS	SALVAGE AND RESCUE SHIP
CG	GUIDED MISSLE CRUISER
CGN	GUIDED MISSLE CRUISER (NUCLEAR PROPULSION)
CO	CONTRACTING OFFICER
COR	CONTRACTING OFFICER REPRESENTATIVE
CRAFT	COST REPORTING AND ANALISIS FORCASTING TOOL
CV	ATTACK AIRCRAFT CARRIER
CVN	ATTACK AIRCRAFT CARRIER (NUCLEAR PROPULSION)
CVT	TRAINING AIRCRAFT CARRIER
DBMS	DIRECTOR OF BASE MEDICAL SERVICES
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
DESC	DEFENSE ENERGY SUPPLY CENTER
DEMOB	DEMOBILIZATION
DOD	DEPARTEMENT OF DEFENCE
DAO	DEFENSE ATTACHE OFFICE
FF	FRIGATE
FFG	GUIDED MISSLE FRIGATE
GPM	GALLONS PER MINUTE
LCA	LANDING CRAFT ASSAULT
LCAC	LANDING CRAFT AIR CUSHION
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCU	LANDING CRAFT, UTILITY
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LKA	(EX-AKA) AMPHIBIOUS CARGO SHIP
LPD	AMPHIBIOUS TRANSPORT DOCK
LPH	AMPHIBIOUS ASSAULT SHIP
LSD	DOCK LANDING SHIP
LST	TANK LANDING SHIP
MCS	MINE COUNTERMEASURES SHIP
MHA	MINEHUNTER, AUXILIARY
MHC	MINEHUNTER, COASTAL
MMC	MINELAYER, COASTAL
MMF	MINELAYER, FLEET
MOB	MOBILIZATION
MSC	MILITARY SEALIFT COMMAND
MSO	MINESWEEPER, OCEAN (NONMAGNETIC)
NCIS	NAVAL CRIMINAL INVESTIGATIVE SERVICE
NR	SUBMERSIBLE SEARCH VEHICLE (NUCLEAR PROPULSION)
PBR	RIVER PATROL BOAT
PCH	PATROL CRAFT (HYDROFOIL)
RPC	RIVER PATROL CRAFT
SQM	SQUARE METER
SS	SUBMARINE
SSBN	FLEET BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	SUBMARINE (NUCLEAR PROPULSION)
SUPPO	SUPPLY OFFICER
TAFS	COMBAT STORE SHIP
USA	UNITED STATES ARMY
USAF	UNITED STATES AIR FORCES
USCG	UNITED STATES COST GUARD

USD	UNITED STATES DOLLAR (S)
USG	UNITED STATES GOVERNMENT
USN	UNITED STATES NAVY
USMC	UNITED STATES MARINE CORPS
VDE	VERBAND DER ELEKTROTECHNIK
WAGB	ICEBREAKER (COAST GUARD)
WAGO	OCEANOGRAPHIC CUTTER (COAST GUARD)
WAK	CARGO SHIP (COAST GUARD)
WAT	(OLD DESIGNATION) OCEANGOING TUG (COAST GUARD)
WATA	OCEANGOING TUG (COAST GUARD)
WHEC	(EX-WPG) HIGH ENDURANCE CUTTER (COAST GUARD)
WIX	TRAINING CUTTER (COAST GUARD)
WMEC	(EX-WPC) MEDIUM ENDURANCE CUTTER (COAST GUARD)
WPB	PATROL BOAT (COAST GUARD)
WTR	TRAINING SHIP (COAST GUARD)
WWCRAFT	WORLD WIDE COST REPORTING AND ANALISIS FORCASTING TOOL
X	SUBMERSIBLE CRAFT (SELF-PROPELLED)
YAG	MISCELLANEOUS AUXILIARY (SELF-PROPELLED)
YC	OPEN LIGHTER (NON-SELF-PROPELLED)
YCF	CAR FLOAT (NON-SELF-PROPELLED)
YCV	AIRCRAFT TRANSPORTATION LIGHTER (NON-SELF-PROPELLED)
YD	FLOATING CRANE (NON-SELF-PROPELLED)
YDT	DIVING TENDER (NON-SELF-PROPELLED)
YF	COVERED LIGHTER (SELF-PROPELLED)
YFB	FERRYBOAT OR LAUNCH (SELF PROPELLED)
YFD	YARD FLOATING DRY DOCK (NON-SELF-PROPELLED)
YFN	COVERED LIGHTER (NON-SELF-PROPELLED)
YFNB	LARGE COVERED LIGHTER (NON-SELF-PROPELLED)
YFP	FLOATING POWER BARGE (NON-SELF-PROPELLED)
YP	PATROL CRAFT (SELF-PROPELLED)

Attachment 2 – Schedules (See separate attached regional spreadsheets)

Attachment 3 – Historical Port Visit Data (See attached historical data files)

Attachment 4 - PAST PERFORMANCE MATRIX

A. CONTRACT NO. AND TYPE	B. CUSTOMER	C. DESCRIPTION OF SERVICE AND PERIOD OF PERFORMANCE	D. DOLLAR VALUE OF CONTRACT	E. DESCRIBE RELEVANCE OF THE CONTRACT TO THE PROPOSED CONTRACT	F. IDENTIFY ANY QUALITY, DELIVERY OR COST PROBLEMS IN PERFORMING THE CONTRACT. DESCRIBE CORRECTIVE ACTION AND ITS EFFECTIVENESS

NOTE: Additional pages may be used, but needs to follow the format of this form.

Attachment 5 - PAST PERFORMANCE
REFERENCE INFORMATION SHEET

THE FOLLOWING ADDITIONAL INFORMATION SHALL BE PROVIDED FOR AT LEAST THREE (NOT MORE THAN FIVE) CONTRACTS LISTED ON THE PAST PERFORMANCE MATRIX.

1. CONTRACT NO:
2. NAME AND ADDRESS OF THE CUSTOMER FOR WHICH THE CONTRACT WAS PERFORMED
3. NAME OF CUSTOMER'S POINT(S) OF CONTACT WITH DIRECT KNOWLEDGE OF THE CONTRACT
4. COMPLETE TELEPHONE NUMBER(S) (WITH COUNTRY AND CITY CODE)
5. FAX NUMBER (WITH COUNTRY AND CITY CODE)
6. INTERNET E-MAIL ADDRESS

Note to Offerors: Ensure that phone/Fax/E-Mail numbers that you provide are/have been called and verified by your company prior to sending and that they are <u>legible</u>. Please bear in mind that faxing handwritten numbers often blurs them.

<u>Attachment 6 – PWS (See PWS section of contract above)</u>

Attachment 7 - Performance Work Statement (PWS) for Force Protection

CLIN XX12 - FORCE PROTECTION SERVICES AND SUPPLIES

(a) Only the ship's Commanding Officer, the ship's Supply Officer, or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer is authorized to order Force Protection (FP) services under this contract. If any other activity or individual attempts to order FP services (e.g., NCIS, DAO, etc), the Husbanding Service (HS) Contractor is required to immediately inform the ship and receive a proper order prior to beginning performance of these services.

(b) The HS Contractor is responsible for providing or coordinating listed FP services as part of their Husbanding Services under Lot Line Item XX01. The HS Contractor shall develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HS Contractor must coordinate all aspects of FP planning and services with Port Authorities, host nation agencies, and U.S. Embassy security staff. If the host nation is supplying FP assets the HS Contractor must verify they are available and are scheduled to show up on time.

(c) The HS Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer. The HS Contractor shall not add any requirements without prior approval.

(d) The HS Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. The HS Contractor must explain what the added FP service will include and why it has been requested. The NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HS Contractor will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

(e) FP is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, having the objective of improving security to personnel and ships while in port. FP services or supplies may be provided by the host nation at no cost or may be billed at the public tariff rate. The HS Contractor is required to verify what services will be provided by the host nation. For the services that cannot be provided by the host nation, the HS Contractor is required to arrange these services by obtaining them from commercial sources at the prices indicated in the pricing schedule.

(f) The HS Contractor shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HS Contractor's written policy shall describe the required measures to protect ship schedule information.

(g) The HS Contractor shall provide as many services identified below as ordered by the ship or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. These services do not include other related services not listed, but may be required and separately ordered to attain a higher level of security in a port.

(h) Personnel providing force protection services must be responsive to instructions from the ship. This does not authorize force protection personnel to violate any local regulations, any Port Authority ordinances, or local decrees. The equipment and material used for the force protection services will be inspected by the ship's force to ascertain that they meet force protection requirements.

(i) Access Points: The HS Contractor shall establish a single entry and exit point to the pier area.

(j) Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

(k) Personnel Identification: The HS Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

(l) Background Checks: The HS Contractor shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations. The HS Contractor shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers. The HS Contractor shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The HS Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing. In addition, the HS Contractor will be required to provide vetting services for third party contractors such as DESC contractors.

(m) Access Lists: The HS Contractor shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

(n) Inspections: The HS Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

(o) Stand-Off Distances:

Objects: To the maximum extent practicable the HS Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

Unloading Zones: To the maximum extent practicable the HS Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship.

Warning Signs: The HS Contractor shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

Sign Specifications:
- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area, Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

(p) The unit price for force protection services shall include all costs associated with providing transportation, mobilization/installation and demobilization/de-installation, or arranging the requested services below unless the transportation, mobilization/installation and demobilization/de-installation is identified as a separate Lot Line item

number. The HS Contractor's invoice shall set forth the unit of issue identified for each service, total quantity ordered for each service, unit price, and the total price.

(q) The force protection services that the ships may order are:

(1) Jersey-type security barriers and CONEX box barriers capable of stopping a vehicle (automobile). (Price per meter per day)

(i) Concrete barriers
(ii) Water filled barriers (completely filled with water). Price must include water.
(iii) CONEX box barriers.

Mobilization, installation and demobilization will be billed under a separate contract line item number.

The HS Contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used as well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zigzag patterns to control the speed of access.

A personnel entry point must be established through the barriers. Barriers may also be used to seal off secondary Port gates. All barriers must be placed prior to a ship's arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

(2) Armed or unarmed security guard to control vehicle and personnel access to pier. (Price per guard per hour) Must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival.

The HS Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas. The HS Contractor shall comply with Attachment 14 for security guard operations.

Sub Lot Line Item XX14AA shall not be ordered where private, armed security guards are contrary to host nation law or regulation. In such cases, sub lot line item XX14AB, XX14AC, or XX14AD shall be substituted and the Ordering Activity notified at the time of the order.

(3) Floating Line of Demarcation (FLD) at pierside, equipped with anchors and lighting (for night visibility). (Price per meter per day) The floating FLD must be anchored at least 30 meters from ship. Oil booms are acceptable. Mobilization, installation and demobilization will be billed under a separate contract line item number.

The HS Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers but is to help identify a safe standoff zone. The HS Contractor shall comply with the specification of the FLD in Attachment 12.

(4) Unarmed and manned picket boat or waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities. Continuous coverage is required for the period of performance ordered by the ship or by the Contracting Officer. (Price per patrol craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

The HS Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone. The HS Contractor shall comply with Attachment 13 for picket boat operations and specifications.

(5) Unarmed and manned motorized patrol craft, approximately 5-10 meters in length, with own radio to communicate with ship and local authorities, to escort ship from pilot pickup point to mooring location. (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(6) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities, on call (available within 15 minutes). (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(7) Tire-shredding strips, equipped with metal spikes, to be placed across the entry to pier access. (Price per one strip per day) The strips shall be capable of disabling a vehicle, which drives over the strips in the wrong direction. Strips shall be at least one meter in length.

(8) Metal pedestrian-control fences (perimeter fences). (Price per 2x2 meters fence per day) The fences shall be at least two (2) meters high, two (2) meters wide, and sturdy enough to withstand wind and other inclement weather.

The HS Contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the HS Contractor will provide portable chain link fencing with vehicle and walk up entrances.

The perimeter fence provided by the HS Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved
Entry Point: Entry available for vehicles and personnel.

(9) Portable fluorescent lighting capable of illuminating 300 meters by 100-meter area. (Price per portable unit per day) The HS Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port's installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

(10) Weather resistant guard shacks, capable of holding at least two persons. Guard shack shall be enclosed, and shall have, at a minimum, one door and one window. (Price per unit per day)

(11) Hand held metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(12) Walk-through metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(13) Trained metal detector operators. (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(14) Hand held explosives detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(15) Walk-through explosive detector, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(16) Trained explosives detector operators. (Price per hour per operator) Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(17) X-ray baggage scanning machines, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(18) Trained X-ray baggage scanning operators. (Price per hour per operator) Operators shall search host national baggage. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities. Equipment shall be manned by professionally trained operator to operate the equipment 24 hours a day.

(19) Explosives disposal-trained diving services capable of inspecting pier before ship arrival. Must have obtained all applicable licenses and/or certifications from host nation prior to diving. (Price per hour)

(20) Battery operated bullhorns, new batteries included. (Price per unit per day)

(21) Sturdy tables with dimensions of at least two (2) meters long and one (1) meter wide, with four folding chairs. (Price per unit per day)

(22) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and open on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(23) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and closed on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(24) 800 MHz radios. Must be in excellent condition, and battery operated, with batteries included. (Price per unit per day).

(25) The HS Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ship's personnel while performing security checks on personnel, baggage, and vehicles. The office or tent will be large enough to accommodate a minimum of five (5) people. The tents shall have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The HS Contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or

tent. A fully charged, 20 LB, CO2 fire extinguisher shall be provided and kept fully charged. (Price per unit per day)

(26) The HS Contractor shall provide two-way radio sets capable of communicating with the ship, picket boats and to the shore patrol designated individuals. (Price per set per day)

(27) The HS Contractor shall provide an under carriage vehicle scanner to scan vehicle undercarriages. (Price per unit per day)

(28) Dive and Vetting: The HS Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities. The pier will be vetted prior to the ship's arrival. To the maximum extent practicable the HS Contractor shall inspect all watercraft at least 400 feet (125 meters) from the ship. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel. The HS Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in picket boats. (Per team per hour, minimum four (4) hours)

Attachment 8 - Performance Work Statement (PWS) for Cost Reporting

LINE ITEM XX20AA – COST REPORTING

A. Pre-arrival Cost Estimate Report

(1) The Contractor shall prepare an Initial Cost Estimate Report (referred to in this solicitation as the 'pre-arrival cost estimate') in response to all orders issued to the Contractor by any method identified under "ISSUANCE OF ORDER" in Contract Terms and Conditions – Commercial Items. The orders will be provided to the Contractor by ships, activities and individuals identified in the contract. The Initial Cost Estimate will include estimated prices for all items ordered. It will not be sufficient to simply state that the estimated price is "per contract" or "per Port Tariff".

(2) The Contractor shall send the Initial Cost Estimate Report by email to the requiring customers authorized to use this contract and to the and to the email address specified at the time of contract award for each region within **48 hours** after receipt of the LOGREQ/order. In the situation where the Contractor receives the logreq with less than two working days prior to the arrival of the ship, the Contractor shall make every effort possible to provide the cost estimate prior to the ship's arrival, but in no case, more than 48 hours after receipt of the LOGREQ.

(3) Any changes to an Initial Cost Estimate Report shall be forwarded by email to the requiring customers authorized to use this contract and to the email address specified at the time of contract award for each region .

(4) These estimates shall be provided to any other requiring customers authorized to use this contract based on the customer's request.

(5) In addition to the initial cost estimate, the Contractor shall provide any additional information and respond to the activity authorized to act on behalf of the ship, such as the Port Services office or the DAO.

B. LogSSR Reporting

The Contractor shall fully participate in the use of the Logistics Support Services Repository (LogSSR) web-based system. LogSSR replaces all previously used reporting processes such as legacy web-based systems like Cost Reporting and Forecasting Tool (CRAFT).

Upon award, the Contractor shall utilize the LogSSR to submit all reports and documentation related to the ship's visit. LogSSR can be accessed through the NAVSUP One Supply website at https://www.navsup.navy.mil/onesupply, redirected through www.navsup.navy.mil/logssr or directly at the official website of https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(1) LogSSR access and input.

(a) At the start of the contract period of performance, the Contractor shall enter the final itemized port cost information directly into the LogSSR database (Actual Cost Report) and email all corresponding documentation (Initial Cost Estimate Report, final invoices, and supporting documentation required by the contract). External Certification Authority Public Key Infrastructure (ECA PKI) is not required for entry, but no access to the contractor's information is accessible unless obtaining an ECA PKI.

(b) Contractors can obtain access to their submissions by obtaining an ECA PKI per the NAVSUP One Supply guidelines and requesting access through the website. Information can be obtained through the LogSSR website at https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(2) LogSSR functionality.

(a) This system is designed to gather all reports and documentation related to the ship's visit, beginning with the Initial Cost Estimate (referred to in this solicitation as the 'pre-arrival cost estimate') to the Actual Cost Report. All supporting documentation will be submitted by email to navsup_hq_logssr@navy.mil in PDF format (Adobe Acrobat) when the port visit information is entered into LogSSR. Although the pre-arrival cost estimate is a separate reporting requirement, a copy of this report shall also be submitted as part of the Actual Cost Report documentation described in paragraph (b) below. The Documentation is discussed below:

(b) Actual Cost Report:

(1) The Contractor shall create the Actual Cost Report in the LogSSR website directly, **within seven calendar days from completion of the ship's visit** . The contractor shall also send a copy of the order (i.e. SF 1155 or 1449), a copy of any Initial Cost Estimates, a copy of the logreq, and all the contractor's invoices and supporting documentation required by the contract as PDF files to theLogSSR email address of **navsup_hq_logssr@navy.mil** and to the email address specified at the time of contract award for each region concurrent with the creation of the Actual Cost Report in LogSSR.. The Contractor shall identify the line items as actual or estimated. This option is for those line items where the Contractor has not received the actual invoice before the ship leaves port, i.e. telephone bills. The Contractor shall include all port costs paid by each ship for which the Contractor provides husbanding services. The term "port costs" includes all supplies or services identified in the section of the contract titled, SUPPLIES/SERVICES AND PRICES, supplies or services furnished under another contract, and any other charge paid by the ship during the port visit.

(2) For ships that do not have payment capabilities, the Contractor shall send the signed DD Form 1155, invoices and the additional documents required clearly indicating that a payment is pending to the and to the email address specified at the time of contract award for each region and to the LogSSR email address of **navsup_hq_logssr@navy.mil.**

(3) Any changes to an Actual Cost Report (i.e. finalize the charges made on an estimated amount) shall be forwarded by e-mail to and to the email address specified at the time of contract award for each region and to **navsup_hq_logssr@navy.mil** email account as PDF file within seven calendar days of the change. The NAVSUP Fleet Logistics Center Yokosuka, Site Singapore contracting office will update changes to the LogSSR.

(4) The Actual Cost Report and supporting documentation will be visible in the LogSSR website by the government personnel with validation authority. Final reports of an HSP representative can be accessed through the website only by obtaining an ECA PKI that will provide access only to the HSP's submitted information.

NOTE: Before submission of reports or any other data to the NAVSUP Fleet Logistics Center Yokosuka or its sites' contracting office via electronic transmission or any other data media, the Contractor shall scan all documents with current anti-virus software to ensure computer virus free transmission. The LogSSR server scans all reports for computer viruses before inclusion in the databases. Any reports received containing computer viruses will be immediately returned to the Contractor.

LINE ITEM XX20AB – ONLINE PRICING APPLICATION

Online Pricing Application. The contractor is responsible for providing an On-Line Pricing Application to assist the Government in the estimating, tracking, forecasting and reporting of maritime husbanding support non-priced services. The On-Line Pricing Application will assist the Ordering Officer or Contracting Officer with requests for non-priced supplies and services. The online pricing application is the technology that implements the process for review and approval of non-priced item purchases. Therefore, the technology used to implement the non-priced item pricing process must be both reliable and accurate. The On-Line Pricing Application will also allow the Ordering Officer or Contracting Officer to review and approve the offered price for the non-priced item before the contractor provides the supply or service. The contractor will be required to upload accurate pricing data for all non-priced items requested or made available to the users of the contract where pre-priced items do not meet user requirements. The contractor shall not provide any non-priced supplies or services other than PT or NSP items unless they have been approved in accordance with paragraph (iii) below. All non-priced items requested or ordered under this contract shall be reported in the On-Line
Pricing Application. The On-Line Pricing Application is separate from the contract requirements for reporting pricing and costs in LogSSR.

The Contractor shall provide a web-based secure access to their program via secure user login and password no later than the beginning of the contracts period of performance. This program may be developed by the Contractor or procured as a commercial item. The program shall allow multiple simultaneous users to access the tool. Access shall be coordinated through the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer in order to limit access. Only authorized users will have access to the program. A common secured access shall be made available to the Fleet in order to allow access to all Ordering Officers in a particular area of operation. Any reports downloaded from the program are property of the U.S. Government and data rights are considered unilateral for the Navy portal into the program. All reports shall be downloaded into Microsoft Excel format. This application should be available for use through a web-based application without installing additional software onto Government computers. The HS Contractor's program should allow a computer with the following minimum configuration to access their system:

- Intel 2.8 GHz Pentium 4 processor
- a DVD Read Only and CD writable drive
- a 3.5 inch floppy
- SoundMAX Integrated Digital Audio with external speakers
- 1 Gigabyte of Memory and expandable to 4 Gigabytes
- 80 GB Hard Drive
- Windows 2000
- MS Office 2003 Pro with Word, Excel, Access, Ppoint, Outlook, Infopath
- Smartcard Reader Keyboard
- Wired Network Card

Note 1: The online pricing application requires internet access but is not a Navy IT system. Security of the HSP's data within the online pricing application is the responsibility of the HSP. All data in the online pricing application should be unclassified data.

Note 2: All reports provided under lot line item XX22 are not separately priced (NSP). Costs for submitting required reports under this lot line item should be included in the husbanding services fee. Separate cost reimbursement for development or purchase of the application is not authorized.

Note 3: The HS contractor shall provide a secure user login and password for all authorized Government users no later than the beginning of the contract's period of performance. A list of required government users will be provided at the time of contract award. If new Government user requirements become known to the Government after the initial list is provided to the HS contractor, the HS Contractor shall add new users and provide login and password within seven days of receipt of the request.

Note 4: Common secured access shall be provided to Ordering Officers and Fleet representatives for all port visit data. Any authorized Government user should have access to all historical data and pricing information.

At a minimum, the online pricing application must perform the following functions:

(i) Non-priced Item Cost Reporting:

(1) The Contractor shall maintain 'real-time' pricing data for all non-priced items ordered in all ports for which the Contractor provides husbanding services.

(2) The Contractor shall input and keep updated the programs' 'real-time' pricing via the Internet, using the online pricing application. The Contractor shall update this report at least once per day of performance between the hours of 0700 and 2300 while ship is in port until the completion of the ship's visit.

(ii) Final Price Report:

(1) A summary disbursement account must be itemized in detail, with the appropriate price shown against each item in a format similar to Attachment 2 within forty eight (48 hours) after a ship leaves port. Alternatively, it is acceptable for the Contractor to scan and attach suppliers' invoices to the online pricing application's disbursement account where this facilitates the process. The Contractor will in any event be required to retain all pricing data and invoices relating to non-priced items for review, future visit reference, and official audit purposes. These final reports may be provided to other ships or ordering activities visiting ports covered by the contract.

(iii) Non-priced Item Review Process

In accordance with Paragraph 3(o) of the performance work statement the HS shall develop and implement a process by which it will input the documentation and arrangements for non-priced lot line items into the "Online Pricing Application". The contractor shall mirror the competitive process found in the FAR/DFARS (Parts 13/15). For the purpose of evaluation and analysis, the HS Contractor shall provide the results (contractor written quotations) of competing the requirement with at least two commercial contractors, or provide catalog prices lists or tariff schedules with the contractor catalog or tariff schedule that confirms the stated prices are valid from that source, or provide invoices from previous commercial purchases other than the Navy. The HS Contractor is not precluded from adding an allowance for profit and/or an allowance for its administrative costs to acquire the non-priced items to the reported prices from suppliers. Such additions will also be shown in the Online Pricing Application. The HS contractor shall input the information into the Online Pricing Application for the review and approval of the authorized Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer prior to arranging for the non-priced item. For non-priced items with an extended price of less than $25,000, either the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable prior to an order being issued for the non-priced item. For non-priced items with an extended price greater than $25,000, only the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. All purchases of non-priced items other than port tariff items must be documented using the online pricing application. Items with an extended price <$25,000 will be reviewed and validated by the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer, but may be provided to the Ordering Activity at any time after a price is agreed upon by either the Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. Items with an extended price >$25,000 may not be provided or mobilized until the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer has agreed to the price and confirmed the price using the online pricing application. Using this process, all products and services arranged on behalf of the Ordering Officer shall be billed and reported under LOT Line Item XX43, Incidentals. The process will be monitored and evaluated using Attachment 10, Quality Assurance Surveillance Plan.

NOTES:

1. “All data obtained by the Government through the use of the contractor’s online pricing application during the course of the contract is for the Government’s use and shall be treated as ‘limited rights’ as described in DFAR 252.227-7013(13) after the contract expires”.

2. Failure to provide required reports in a timely manner as outlined in the PWS will result in penalties as outlined in Attachment (10) Quality Assurance Surveillance Plan.

Attachment 9 - Performance Work Statement (PWS) for Operations Other Than War (OOTW) Support

A. INTRODUCTION

(a) OOTW Support shall by rendered by or supervised directly by individuals fully qualified and licensed in the relevant profession, trade, or field. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses, and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety environmental and health precautions are taken to protect the work, the workers, the public, and the property of others.

(b) Operations Other Than War (OOTW) refers to a "Contingency operation" as that term is defined in FAR 2.101 and includes emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. For the purpose of this contract, OOTW support will be "First Responder" support for U.S. Navy or other forces authorized to order under this contract and will generally be limited to the initial support for a contingency operation lasting no more than thirty (30) days. In addition, it is anticipated that the estimated cost of supplies and services that may be ordered under this Line item during a single 'contingency operation' will not exceed $1,000,000. The supplies and services necessary to support these type of contingencies will include but be not limited to potable water, blankets, tents, transportation, interpreters, drivers, construction materials, medical supplies, trucking support and other logistics support necessary to support the first responder teams.

(c) In addition to rescue and humanitarian relief missions, contingency operations can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property. For purposes of this contract, it also includes Non-combatant Evacuation Operations (NEO's), or an unplanned, real world deployment of troops for an period of time not to exceed thirty (30) days. The provisions of FAR part 18, Emergency Acquisitions (effective 5 July 2006), apply in full to the OOTW requirements of this contract.

B. ORDERING AND PRICING

(a) Lot Line Items XX21AA and XX21AB are used to order Management Services in support of Operations Other Than War.

(b) Recognizing that the specific Management Services that may be required will likely vary depending on the particulars of the individual Operation Other Than War, the Lot Line Items are priced on a per person/per day basis. All orders for specific supplies or services shall be ordered under Lot Line Item XX20, Incidentals and shall be arranged using the online pricing application described in Attachment 8. The $1,000,000 maximum dollar limit per OOTW contingency replaces the $50,000 maximum dollar limit that otherwise applies to Lot Line Item XX43. The management services ordered under Lot Line ItemXX21 are separate from the specific services outlined below.

(c) Management Services in support of an Operation Other Than War in all situations will be ordered under Management Services Lot Line Item XX21.

(d) (Deleted)

(e) At the time the Government orders services under the Lot Line items it will provide the Contractor a detailed list of tasks that the Contractor shall perform. The tasks shall be within the scope of the tasks further described below. The Contractor shall use its best efforts to fully perform the set of tasks within the limitation of the number of persons/number of days of service ordered by the Government.

(f) The Contractor shall promptly notify the Government if it believes that it will be unable to fully perform the specified tasks because the Government has not ordered sufficient services under these Lot Line Items.

(g) The Contractor shall furnish personnel who are familiar with the manner in which the U.S. Navy operates, speak the local language that is normally used at the site of the OOTW, and speak and read English. The Contractor shall ensure that the personnel provided under these Lot Line Items arrive at the OOTW site by the date and time specified in the order. The First Day and Subsequent Day Management Fee rates shall include any costs for the Contractor employees to travel to and from the OOTW site, and the costs of food and lodging for the Contractor while at the OOTW site. Contractor employees will not normally be provided meals or lodging at U.S. Government expense nor will they typically be entitled to Government-furnished lodging and meals on a reimbursable basis.

(h) The Contractor shall have a network familiar with the different political and commercial infrastructures, cultural and lingual background, and business practices either throughout the Region or in each country covered by the contract. In order to assist the Navy's response to OOTW, the Contractor shall furnish personnel with the following qualifications:

(i) Ability to speak the local language in the country where OOTW is being conducted
(ii) Capacity to travel to the OOTW or forward logistic site within 24 hours of notification
(iii) Current inoculation records
(iv) Possess a valid up-to-date passport

(i) For each increment of one person for one day that the Government orders, the Contractor shall provide one qualified employee to work on tasks identified at the time the order is issued for a period of at least 12 hours per day. The Contractor employee will perform those tasks at the OOTW site. The Contractor shall provide the Government a point of contact for questions and issues that arise in connection with the tasks identified at the time the order is issued who can be contacted during the portion of the 24-hour day that the Contractor's employee is not at the OOTW site.

(j) These are not personal services. Contractor employees performing services under these Lot Line Items will perform the tasks identified by the Government at the time the order is issued. The Contractor employees performing the services are under the supervision and direction of the Contractor. Should the Government have concerns with the manner in which the tasks are being performed or have a need to modify the tasks, it shall contact the Contractor.

(k) Services that may be required under this Lot Line Items include, but are not limited to, providing interpreter support, providing expertise on locally-sensitive cultural issues, liaison with local political and police authorities, and providing technical assistance in acquiring necessary supplies and services.

(l) The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government Contracting Officer shall place the order. As with the Management Services Lot Line Items for Husbanding Services, the Government may also direct the Contractor to acquire necessary supplies and services in accordance with Lot Line Item XX20, Incidentals as outlined in the Husbanding Services PWS. All supplies and services ordered in support of OOTW contingencies shall be arranged and reported using the online pricing application described in Attachment 8.

(m) If an operation is not associated with a ship, or if the Contractor's services are required inland (i.e., more than 100 Km from the nearest port), OOTW fees under this Lot Line Item will apply. If the service is provided in a port vicinity (within 100Km of the port) and the requirement is received from the ship or a contingent on the ship, the Contractor's husbanding fees under Lot Line Item XX01 and Lot Line Item XX01 shall apply.

(n) Management Services for Operations Other than War (OOTW) Lot Line Item . When supplies or services are ordered under the Operations Other than War (OOTW) Lot Line Item , the Government will clearly identify the days during the performance period for which it is ordering Management Services. Because of the range of situations under which the Government may order supplies and services under the OOTW Lot Line Items, there is less certainty that the Government will order Management Services for each day of an Operation Other Than War than

when the Government orders husbanding services. The Contractor is not required to provide any services described under the OOTW Management Services Lot Line Items on those days for which services are not ordered. Regardless of whether Management Services are ordered for a particular day, the Contractor shall still provide a point of contact to address Government concerns about supplies or services to be delivered on that day. Assistance by the Contractor in providing status and/or rescheduling deliveries will not in itself constitute an order for Management Services.

(o) If an advance party arrives in a country for OOTW and requires services under these Lot Line Items prior to the start of the OOTW event, the Contractor shall be compensated for the services provided at the subsequent day rates for these Lot Line Items. The Contractor is not required to provide any services to an advance party under these OOTW Lot Line Items without first receiving an order for such services. The Contractor may be required to support multiple operations at the same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the HS Contractor's services are ordered.

(p) The Contractor's POC for Husbanding Services, or an alternative designated in writing to the Contracting Officer, shall be available (either in person or by telephone) twenty-four (24) hours a day, seven days a week, during the time frame of the OOTW operation. The POC or the alternative shall assist the on-site Government representative in fulfilling OOTW logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements.

(q) If an advance party arrives in a country for OOTW, the Contractor shall bill at the OOTW subsequent day rate. If the operation is on going, the Contractor shall bill the OOTW first day rate and then subsequent days. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the Contractor's services are ordered.

(r) The Navy may require identification of potential sources and/or delivery for supplies and services such as:

Bottled potable water, portable latrines and services, floodlights, billeting services (hotel/motel rooms, services), meal services, tents, shower trailer and related services, refuse collection services, laundry and dry-cleaning services, forklifts, clothing, construction material, parts for vehicles, air conditioners, refrigerators, cell phones, IT equipment, repair parts, medical supplies, generators, commercial vehicles, pest extermination services, plumbing services, fuel, expediting or delivery services, MWR support, mortuary services, cultural awareness training, dietician support, translators, office supplies, boat ramps, pier/wharf/pontoon space, security fencing, security services, light trees, and Internet services (e.g., WI-FI services).

(s) In addition, the Navy may require either the identification of potential sources or delivery of any other types of supplies/services that will be unique and specific to the OOTW situation involved. Due to the unique nature of OOTW situations the range and depth of requirements will potentially be extensive. Normally, the Contractor shall not be required to perform until the Contracting Officer issues an IDIQ order for additional OOTW support.

(t) In very unique time sensitive situations the Contractor may be tasked to source and provide a large variety of supplies and services on a very compressed delivery schedule in support of large scale operations like NEOs, etc or other real world events.

C. SUPPLIES AND SERVICES

The items listed below are examples of what may be ordered under the OOTW portion of this contract. Prior to ordering OOTW supplies or services, a warranted Contracting Officer authorized to place orders under the contract will review any descriptions or statements of work to ensure they adequately describe the Government's needs and all terms and conditions are properly defined.

1. BOTTLED POTABLE WATER

The Contractor shall provide for the procurement and delivery of potable water to a specified site(s). The Contractor shall provide for the furnishing of fresh, potable water in 1.5 liter-sized bottles. Potable Water is defined as fresh drinking water of a quality not less than that prescribed in:

(a) Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See Attachment #18.

(b) Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

EXAMPLE OF GENERAL PRICING FORMAT FOR POTABLE WATER:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
XXXX	Bottled Potable Water (1.5 liter)	bottle	_____	$_____	$_____

2. PORTABLE LATRINES & SERVICES

(a) PORTABLE LATRINES (Specifications) - The services to be rendered consist of the rental of latrines (toilets), all labor, transportation, delivery, pick-up, dismantling, repair and maintenance, tools, materials, supervision and servicing of latrines.

(1) The Contractor will provide portable, chemical latrines (one seat) that are of the standard commercial-type, a single cabin unit in the approximate size of 1.25 m (wide) x 1.25 m (deep) x 2.0 m (tall). The cabin is to be equipped with a hand cleaning agent (dispenser) if available, a urinal, a holding tank (minimum capacity of 250 Liters), one toilet paper holder, a clothing hook, ventilation outlet, a lockable door, and a translucent roof.

(2) The Contractor will provide all labor, material, transportation and equipment required for the delivery and installation of the latrines, emptying/servicing, removal of sludge as necessary to the appropriate sewage disposal point and the pickup of the Latrines at the expiration of the rental period. In addition. the Contractor must provide all chemical agents to include antifreeze during freezing weather.

(3) The Contractor must implement a quality assurance program that will ensure that his work and the work performed by his employees is accomplished in such a manner that is in conformance with applicable standards of the trade and is in compliance with local and federal host nation Ecology Laws and Directives. The Contractor must obtain, and hold current, all necessary permits for the operation of his service and disposal vehicles on Saturdays, Sundays and local national/US holidays.

(b) SERVICING OF LATRINES

(1) The servicing of EACH latrine must be accomplished DAILY, TO INCLUDE ALL WEEKENDS, AND LOCAL/US HOLIDAYS. Servicing will include the replenishment of all chemical agents. Each cabin interior will be completely cleaned with a disinfectant agent, and the exterior walls will be cleaned as appropriate to give a well-maintained appearance. The hand cleaning agent will be replaced as needed, and the latrine will not be allowed to be without cleaning agent or toilet paper.

(2) The cleaning/servicing will be accomplished between the hours of 0700-1900 hours daily or as otherwise directed by the Contracting Officer or a Contracting Officer Representative (COR).

(c) DELIVERY OF LATRINES

(1) The latrines will be delivered operational and ready-for-use. The Contractor will provide a document written in ENGLISH (in duplicate), which provides the user a means of inspecting the condition of the latrines. The Contractor and the US Government Representative will jointly inspect each latrine for

damages (dents, scratches) and completeness. The document must be signed and dated by both the COR and the Contractor as acknowledgment that the latrines were actually delivered and in the condition described/annotated. A copy of the document will be retained by the Contractor and the COR for use during the joint Inspection that must again be conducted at the end of the rental period. Both the COR and the Contractor will sign the document to acknowledge the return of the equipment in the described/annotated condition. Reasonable wear and tear, as well as damages which are not annotated on the turn-in document will not be considered as valid if the Contractor later submits a claim against the government.

(2) When re-locations are specified in the contract, the Contractor must perform the required services as specified below:

(i) When the Contractor is notified prior to 12:00 hours, the work must be accomplished on the same day.

(ii) When the Contractor is notified after 12:00 hours, the work must be accomplished not later than 10:00 hours the following day.

EXAMPLE OF GENERAL PRICING FORMAT FOR LATRINE RENTAL/SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT OF PRICE	TOTAL
xxxx	Latrine Rental	Each/Day	___	$_____	$_____
xxxx	Servicing	Each/Day	___	$_____	$_____
xxxx	Emptying	Each/Day	___	$_____	$_____

3. FLOODLIGHTS

(a) FLOODLIGHTS (Specifications)

The services to be rendered consist of rental, delivery, set-up, maintenance and removal of floodlights to and from a specified site(s).

(1) The Contractor shall provide portable, wheel mounted, self contained lights of a commercial type that meets and/or exceeds the following specifications:

(i) The unit/s must be completely self contained, to include an on board generator capable of providing the required electrical power on a sustained basis (12 hours without interruptions). The noise-level of the generator shall not exceed 75 DBA, measured at a distance of 7 meters from the unit.

(ii) The unit/s shall be equipped with an on-board fuel tank which has a minimum fuel capacity to operate the unit for a 12 hour period without interruption.

(iii) The unit/s shall be equipped with six 1500 watt halogen lights which are to be mounted on a telescoping mast that can be adjusted from 7 to 9 meters in height. The lights are to be separately mounted on the mast and must be both horizontally and vertically adjustable to permit changes in the direction they can be aimed.

(iv) All fixtures, to include light bulbs, must be weather resistant to allow their operable use outdoors during periods of rain, wind, snow and inclement weather conditions in general.

(2) The Contractor shall provide all cables, cords and operating accessories, to include spare light bulbs (2 per light unit) , fuel and operational manuals in the English language.

(b) FLOODLIGHTS (Delivery, Maintenance & Removal)

(1) The Contractor is responsible for the delivery site placement, and an operational test of each unit. The Contractor must further ensure that the equipment and its installation meet the requirements of all applicable VDE regulations and the Trade Unions (UVV) accident prevention regulations. The unit/s will be delivered, installed and completely operational not later than 14:00 hours on the first day of the rental period.

(2) The Contractor shall provide a point of contact for "on call" maintenance and/or replacement of equipment. The point of contact must be available from 08:00 to 20:00 hours daily, to include Saturday, Sunday and all local and American holidays. In addition, the Contractor shall provide all labor, materiel and supervision required to keep the equipment in a serviceable and safe operating condition. Repair and maintenance may be performed on site, subject to coordination with the COR. If a light unit becomes inoperable, the Contractor will be notified immediately. The Contractor must respond within 6 hours after notification, to perform the required repair and maintenance services. Equipment that remains inoperable for more than a 24 hours period shall be considered not available for use and rental fees shall cease until the equipment is repaired to a fully operable condition or replaced with a serviceable unit. The pick-up and removal of inoperable equipment shall be accomplished at Contractor expense.

EXAMPLE OF GENERAL PRICING FORMAT FOR FLOODLIGHTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Floodlights	Each	___	$_____	$_____
xxxx	Set-Up	Each	___	$_____	$_____
xxxx	Rental & Maintenance	Week/Month	___	$_____	$_____
xxxx	Break-down & Removal	Each	___	$_____	$_____

4. BILLETING SERVICES—HOTEL/MOTEL ROOMS, SERVICES

(a) HOTEL/MOTEL ROOMS: The services to be rendered consist of both the rental of lodging accommodations, which are considered to be a hotel, motel or inn which provides sleeping facilities to the traveling public and various Contractor-furnished items described as follows:

(1) CONTRACTOR FURNISHED ROOMS: The Contractor shall furnish the following living spaces for single and double occupancy rooms. Each shall contain adequate living and sleeping areas. No more than two people shall be normally assigned to a room. Additional people assigned per room shall be agreed to in advance by the Contracting Officer (or his/her designated representative) and the Contractor. The following standards apply:

(i) Rooms shall be constructed and finished to provide good light and sound attenuation. All windows shall be provided with blackout lining, shades or blinds. If drapes are provided, they must screen out the light.

(ii) Sufficient electrical outlets shall be available and in good working condition.

(iii) All entrance doors to rooms shall have interior security locks, either deadbolt or double locking locks. At least one room occupant shall be provided with a room key.

(iv) Bathrooms must be constructed to provide convenient sanitary facilities. Bathrooms must contain a functioning shower and/or tub combination with a wash basin, a properly functioning toilet, and a mirror. Additionally, bathrooms should have adequate lighting and grounded electrical outlets for use of electrical razors, hair dryers etc. The shower or shower/tub combination shall have shower doors or curtains and hot and cold running water.

(v) A telephone in the room is desirable; if not available due to location, have telecommunication devices in the immediate area.

(vi) A television in the room is desirable; if not available due to location, have information as to where television is available to patrons.

(vii) Rooms shall have adequate heating and cooling capabilities.

(2) Furnishing and Equipment: Must be clean and in good repair. The following minimum furnishings are required:

Lamp --1 per desk or writing table
Adequate clothes storage drawers and closet space
Desk or writing table with chair
Trash Container
Bed

Additional desirable amenities:

Radio
Working tables and chairs
Restaurant within the facility
Refrigerators or ice machines in hallway
Chair, occasional
Alarm clock

(b) HOTEL/MOTEL SERVICES: The services rendered shall consist of the following contractor furnished services.

(1) ASSIGNMENT OF QUARTERS/ROOMS: Government personnel should not be billeted under this contract arrangement without presenting proper authorization to the Contractor. The Contractor must be adequately manned to provide a 24 hour check-in and check-out service, 7 days a week. Individuals of the same sex, designated for double room occupancy, shall be billeted in rooms with two beds. Normally, if these rooms are not available, single rooms shall be used. Any changes to this procedure will be agreed to in advance between the Contractor and the Contracting Officer (or his/her designated representative).

(2) CUSTODIAL/SANITATION SERVICES: Daily custodial services shall include, but is not limited to, room cleaning, bed making, linen change (as required), adequate quantities of soap, a minimum of four bath towels, four hand towels, sanitized drinking glasses, facial tissues, and a cloth bath mat.

(3) LINEN SERVICE: Linen service shall be provided once a week or when occupancy changes, whichever occurs first. Additional blankets shall be made available if requested by occupant. All linen and blankets shall be clean, freshly laundered, without any objectionable odors, and in good repair, free from tears, rips, holes, stains, and extensive wear. Pillows shall be at least six inches thick to provide proper support.

(4) ADDITIONAL DESIRABLE AMENITIES:

24 hour wake up service
Message service
Shuttle service

(5) COMMON USE AREAS: The Contractor shall keep all hallways, corridors, grounds, and other adjacent areas under the Contractor's control in a clean, neat and safe condition.

(6) "DO NOT DISTURB" SIGNS: All rooms shall have such signs available. Contractor's employees shall understand and respect them when displayed.

(7) LAUNDRY DROP OFF/PICK UP: Contractor shall provide required laundry service as agreed to in a separate contract (see contract # _____).

(8) BARBER SERVICES: Contractor will provide access in hotel area for barber/beautician services as needed.

(9) INFORMATION SERVICES: Customer service representatives shall be able to explain to occupants' miscellaneous charges not covered by this statement of work, i.e., telephone charges. The Contractor shall provide, where applicable, information on bus schedules, taxis and other local transportation, dining facilities and locations, and commercial telephone directory service.

(10) Business Services: Hotel will provide space for meetings as well as phone, copier and fax services as required.

(11) Meal Service: Contractor shall provide required meal service as agreed to in a separate contract (see contract # _____).

EXAMPLE OF GENERAL PRICING FORMAT FOR HOTEL/MOTEL, SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Rooms (1 person)	Each/Day	___	$_____	$_____
xxxx	Rooms (2 persons)	Each/Day	___	$_____	$_____
xxxx	Additional Persons per room	Each/Day	___	$_____	$_____

5. MEAL SERVICES

(a) MEAL SERVICES (Programs/Hours of Operation)

The services rendered consist of providing all the personnel, supervision, and any other items necessary to operate a full food service management facility as defined in this Statement of Work at ____*_____ Hotel, located in _____*_____.

(b) The Contractor will provide for a Quality Control Program, Quality Assurance Program and a Sanitation Inspection Program as well as complying with Hours of Operation as described in (1) through (4) below.

(1) QUALITY CONTROL: The Contractor shall establish and maintain a complete quality control program for the performance requirements of this contract.

(2) QUALITY ASSURANCE: (INSERT METHOD OF CONTRACTOR SURVEILLANCE, IF ANY.)

(3) SANITATION INSPECTIONS: The Contractor shall ensure that there is a Sanitation Inspection program established internally and in addition to any government performed surveillance, medical services personnel (Director of Base Medical Services), will also inspect for compliance with sanitary conditions. If there is a conflict the Contractor shall comply with the more restrictive regulation.

(4) HOURS OF OPERATION: The Contractor shall maintain the operating hours for the dining facilities as listed in _____*_____.

(c) DEFINITIONS

The Contractor will be familiar with and understand the following definitions:

(1) Director of Base Medical Services (DBMS): The installation medical authority who defines and monitors sanitation standards and procedures for food service activities.

(2) Equipment: Items used to store, prepare, cook, serve and transport food and supplies. Equipment also includes items used in cleaning and sanitizing.

(3) Food Handlers: Food service personnel who handle, process, prepare or serve food and who touch food or food contact surfaces in any way.

(4) Food Service Officer (FSO): Individual responsible for matters relating to food service.

(5) Installation Menu: Specifies installation menu choices (except leftovers), including, but not limited to, entrees, salads, desserts, and soups, to be served at each meal during a menu cycle.

(6) Leftovers: Leftovers are unserved portions of any item prepared for a specified meal period.

(7) Meal Serving Hours: Hours that the Government requires the dining facility to be open for service.

(8) Potentially Hazardous Foods: Any perishable food which consists in whole or in part of dairy products, eggs, meat poultry, fish, shellfish. These foods are likely mediums for bacterial growth and are potential causes of food-borne diseases especially if creamed, ground, mixed or handled often.

(9) Progressive Food Preparation (BATCH COOKERY): The preparation of food items at selective time intervals during an entire meal period matching the flow of patrons through the serving lines.

(10) Serving Line: This term refers to the location and equipment used in dining facilities to serve food cafeteria style.

(11) Subsistence: Food items, including beverages and condiments.

(12) Supplies: Expendable items such as paper and plastic products, cleaning and janitorial materials, kitchen utensils, and tableware.

(13) Trash: Any non-salvageable waste material other than garbage, rocks, or dirt. The waste includes metal, paper, glass, cardboard, floor sweepings, cartons, and similar materials.

(d) SPECIFIC TASKS

The Contractor will provide for and comply with the following Specific Tasks:

(1) MENU PLANNING AND POSTING: The Contractor shall coordinate meal planning with site representatives. The Contractor shall post daily menus before the breakfast meal in an appropriate location at each dining facility.

(2) REQUISITIONING SUBSISTENCE: The Contractor shall coordinate with Government personnel to requisition, pick up, deliver and off-load food at various food-service facilities.

(3) STORAGE AND ISSUE:

(i) Proper Storage: Upon receipt the Contractor shall promptly store perishable and semi-perishable subsistence. Store frozen and chilled items at specified temperatures.

(ii) First In-First Out: The Contractor shall ensure the oldest food items are issued first, except when the condition of an item dictates earlier use.

(4) SUBSISTENCE INVENTORY:

(i) Month-end Inventory: The Contractor shall take a physical inventory of all subsistence following the last meal on the last day of each month. The Contractor must reconcile the book inventory with the physical inventory and must submit proof of this to the government.

(ii) Other Inventories: The Contractor shall perform other inventory measures, i.e., annual inventory, equipment inventory before and after contract completion, etc., as required by the Contracting Officer. The government also reserves the right to conduct an independent inventory at any time during the performance of the contract.

(5) FOOD PREPARATION AND SERVICE.

All meals provided shall be "American-type" meals. Examples follow:

Breakfast:
Cereals: corn flakes, wheat flakes, chocolate flakes
Fresh fruits: bananas, grapefruit, oranges, pears, grapes...
Eggs: fried, scrambled.. Hash browns
Meat: Ham, sausage, bacon
Bread: White bread, toast, wheat, rye
Butter & Jam
Pastry: croissants, apple pie
Beverages: Coffee, orange juice, milk, water

Lunch:
Soup: vegetable, mushroom, tomato, chicken, beef, turkey...
Sandwich: ham, turkey, roast beef
Cheeses: American, Swiss
Fruit

Dinner:
Roast beef, roast/baked/fried chicken, roast pork, roast turkey, grilled fish, BBQ, roasted lamb
Beef/chicken stew
Rice, pasta (spaghetti, macaroni, lasagna) potatoes (baked, mashed...)
Boiled or Steamed Vegetables: corn, green beans carrots, peas, etc.
Pizza, hamburgers, hotdogs, tacos
Soups
Bread
Salad: lettuce, tomato, cheese, onions, dressing, etc.
Juice, water, milk

All food services items listed above are subject to approval by the U.S. Government medical personnel.

(i) Approved Menu: The Contractor shall follow the approved installation menu when planning and preparing all meals.

(ii) Progressive Food Preparation: Progressively prepare food items to yield optimum freshness, flavor, color, and texture.

Cook short-order breakfast items to order.

Prepare short-order items such as hamburgers, hot dogs, and french fries. Ensure an adequate flow of patrons through the line.

(iii) Serving Lines: Set up serving lines by the scheduled opening time. Food on the serving line shall be logically arranged and all foods shall be maintained at the specified temperatures. Replenish all foods, tableware, beverages, and condiments as necessary to ensure they are available to all patrons throughout the meal. Remove all food from the serving line within 15 minutes after the serving line is closed and cover, label and properly store all food, unless disposal of a leftover is appropriate.

(iv) Table Clearing: The Contractor shall be responsible to clear and clean all dining room tables and chairs or benches within five minutes after they are vacated to ensure a timely flow of patrons.

i. ****SAMPLE****

Breakfast Meal will be served in the ___*_____ Hotel restaurant as a buffet during established hours as posted. Dinner Meal will be served daily from _*__ hours to _*___ hours in the conference room adjoining the lobby or as otherwise coordinated. Actual headcount will be coordinated daily or as needed. Menu will consist of beef, poultry, or fish, salads and various fresh/canned vegetables, desserts, water, coffee, and soft drinks as coordinated with the chef and hotel staff by the ordering officer.

EXAMPLE OF GENERAL PRICING FORMAT FOR MEAL SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
XXXX	Breakfast	Each	____	$_____	$ _____
XXXX	Lunch	Each	____	$_____	$_____
XXXX	Dinner	Each	____	$_____	$_____

(6) SANITATION REQUIREMENTS:

(i) Personal Hygiene. The Contractor shall ensure all employees meet all personal hygiene requirements to include but not limited to; clean hands and fingernails at all times, proper hair and facial grooming, hair restraints, proper smoking restraint, etc.

(ii) Food Storage and Preparation: The Contractor is responsible for preventing all food-borne diseases by properly storing and preparing food in accordance with AFI 48-116, Control of Food-Borne Illnesses. This includes, but is not limited to: storage of bulk foods, refrigerated food, leftovers, perishables, etc. The Contractor shall prepare foods on surfaces that are cleaned and sanitized. All meats and poultry shall be cooked and prepared at the proper temperatures ensuring the food is thoroughly cooked throughout. (FOR PROPER TEMPERATURE RANGES ON VARIOUS FOODS, CONSULT AFI 48-116 OR YOUR MEAL SERVICES REPRESENTATIVE)

(iii) Equipment and Utensil Cleaning: The Contractor shall clean and sanitize all food service equipment and cookware to remove food particles, other soil, grease and cleaning or sanitizing agent residue to the standards set forth in this contract.

(7) HOUSEKEEPING.

(i) General: The Contractor shall furnish general housekeeping services in food service facilities before, during (if necessary) and after the serving of meals. The Contractor shall provide all equipment necessary to perform these services. The cleaning standards and housekeeping charts are intended to produce an acceptable level of performance.

(ii) Lavatories: The Contractor shall clean all lavatories in food service facilities.

(iii) Insect and Rodent Control: The Contractor shall take appropriate actions directed by the government to assist in the control of insects and rodents.

6. TENTS

(a) TENTS - SUMMER

(1) The services to be rendered consist of the rental, erection, dismantling and maintenance of all tentage and associated equipment.

(2) The Contractor shall provide ____*_____ square meters of billet tents to be erected at the site(s) and in the configurations as stated in the contract schedule and the plot plans provided.

(3) The tentage shall be constructed of PVC or polyester fire resistant canvas. The Contractor must ensure that all tent flaps and openings are adequately secured so as to prevent rain from entering the tent.

(4) Floors: The entire usable space within the tent must be covered with floors that are constructed of wood or other equally hard material (the material used must offer a nonskid surface). The floors must be installed in such a manner as to alleviate uneven surfaces that could cause personnel to stumble or trip. The floors must be elevated a minimum of 10 cm above the ground and capable of supporting 250 kg per square meter.

(5) Entrances/Exits: Each tent shall be equipped with at least two (2) lockable entrance/exit doorways. These doorways shall be constructed of wood, metal or plexiglass (no glass). The doors shall be a minimum of 100 cm wide and 210 cm high. (The Contractor will furnish the COR with a minimum of two keys per door.)

(6) Partitions/Dividers: Shall be made of canvas and/or other suitable fire resistant material. They must be a minimum of 2.40 meters in height and 3 meters long (unless otherwise specified).

(7) Lighting: Each tent shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm off the floor (subject to be measured at any place within the tent).

(8) Electrical Installations: A JP54 or equivalent fuse box shall be installed in each tent. The box shall be equipped with at least one connector to accommodate a single 38OV/16AMP male plug, CEE NORM. All wiring within the tent will originate from this fuse box and all circuits shall be properly fused. The specified quantities of electrical outlets, 22OV/16AMP, wires on floors shall be installed within the tent. The location of the outlets shall be coordinated with the COR. The Government will provide the required electrical power and will be responsible for the cables and connections from the Contractor's fuse box to the government furnished power source.

(9) Furniture: The specified number of tables and benches, capable of seating (6) six adults shall be provided. The Contractor shall place the furniture in the tent at the locations determined by the COR.

(10) The Contractor shall have ___*_____ each, designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. These persons shall be qualified to perform emergency tent maintenance.

(b) TENTS - WINTERIZED

(1) The services to be rendered consist of the rental, erection, dismantling and maintenance of all tentage and associated equipment.

(2) The Contractor shall provide _____*_____ square meters tentage to be erected at the site(s) and in the configurations as stated in the contract schedule and the plot plans provided.

(3) The tentage shall be constructed of PVC or polyester coated fire resistant canvas. In addition to the tentage, an exterior wall shall be constructed to enclose each tent to the height of the tent eaves. The exterior wall is to be constructed of wood that has a minimum thickness of 20 mm, or hard plastic/fiberglass that has a minimum thickness of 3 mm, or aluminum material which has a minimum thickness of .75 mm. The Contractor must ensure that all tent flaps and openings are adequately secured so as to prevent wind and/or snow from entering the tent.

(4) Floors: Unless otherwise specified the entire usable space within the tent must be covered with floors that are constructed of wood or other equally hard material (the material used must offer a nonskid surface). The floors must be installed in such a manner as to alleviate uneven surfaces that could cause personnel to stumble or trip. The floors must be elevated a minimum of 10 cm above the ground and capable of supporting 250 kg per square meter.

(5) Entrances/Exits: Each tent shall be equipped with at least two (2) lockable entrance/exit doorways. These doorways shall be constructed of wood, metal or plexiglass (no glass). The doors shall be a minimum of l00 cm wide and 210 cm high. (The Contractor will furnish the COR with a minimum of two keys per door.)

(6) Partitions/Dividers: Shall be made of canvas and/or other suitable fire resistant material. They must be a minimum of 2.40 meters in height and 3 meters long (unless otherwise specified).

(7) Heating: The Contractor must furnish sufficient forced air, fuel operated heaters capable of maintaining a minimum temperature of ___*____ C (+/-3 degrees C). Each heater will be installed on an appropriate drip pan. When partitions/dividers are installed the Contractor must ensure that adequate heaters are provided to heat each area. The heater installations shall be in accordance with the applicable with commercial standards for safety. Heaters are to be installed on the outside of the tents with heating ducts leading into the tents properly insulated. Fuel tanks: The Contractor shall furnish at least one 150 liter fuel tank per installed heater. The tank must be clean and fully operational at time of delivery. In addition, the Contractor will be responsible for the maintenance of the fuel tanks. The fuel tank installations shall be in accordance with the applicable VDE and Trade Union safety standards. The tanks must be installed on the outside of the tents.

(8) Fuel: After initial testing and set up of heaters, the Government will provide fuel oil as required during the performance of the contract.

(9) Lighting: Each tent shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm off the floor (subject to be measured at any place within the tent)

(10) Electrical Installations: A JP54 or equivalent fuse box will be installed in each tent. The box will be equipped with at least one connector to accommodate a single 38OV/16Amp male plug, CEE NORM. All wiring within the tent will originate from this fuse box and all circuits will be properly fused. The specified quantities of electrical outlets, 22OV/16Amp, wires will be installed within the tent. The location of the outlets will be coordinated with the COR. The Government will provide the required electrical power and will be responsible for the cables and connections from the Contractors' fuse box to the government furnished power source.

(11) Furniture: The specified number of tables and benches, capable of seating six (6) adults will be provided. The Contractor will place the furniture in the tent at the locations determined by the COR.

(12) The Contractor shall have __*___ each, designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. These persons shall be qualified to perform both emergency tent and heater maintenance.

(13) The US Government will provide:**

(i) Fuel upon completion of the erection of each tent.
(ii) The equipment and labor for snow removal (on top and in the vicinity) of each tent shall be the responsibility of the Government.

** Note to requiring activity - the Government should only commit itself to the furnishing of fuel when it is certain it can do so with proper additives to prevent freezing. This has been a problem in the past.

EXAMPLE OF GENERAL PRICING FORMAT FOR TENTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Tents				
xxxx	Erection/Installation	Each	____	$_____	$_____
xxxx	Rental and Maintenance	Month	____	$_____	$_____
xxxx	Dismantling and Removal	Each	____	$_____	$_____

7. SHOWER TRAILER & RELATED SERVICES

(a) SHOWER TRAILER with US Government-Furnished Utilities/Cleaning

The services to be rendered consist of the rental, installation, maintenance, cleaning (as specified) of the shower units and associated equipment and the removal of all Contractor furnished equipment upon completion of the rental period.

(1) The Contractors shall provide _*___ each trailer/s. The shower trailer/s are to be delivered and installed at the site(s) and in the configuration/s as stated in the contract schedule and the attached plot plans.

(2) The shower trailer/s shall be constructed in such a manner as to meet, or exceed, the applicable VDE and trade standards.

(3) The Contractor shall furnish the required hoses and power cables to connect the shower trailer/s to government provided utilities, i.e. water, electrical, and sewage. (In situations where the-hookup for government utilities exceeds 20 meters in distance, that distance must be specified in the requirement).
(4) The shower trailer/s shall meet or exceed the following minimum specifications:

(i) Size
6 meters in length
2.4 meters in width
2.4 meters in height

(ii) Shower Configuration: Shower room with a minimum six (6) shower heads. Dressing room with a minimum of four (4) wash basins equipped with hot and cold water faucets, four (4) mirrors and shelves, four (4) electrical outlets, and twelve (12) clothes hanging pegs/hooks.

(iii) Heaters: Electrical, constant controlled and adequate to maintain + or - 3 degrees.

(iv) Fan: Electrical, adequate size to ventilate the enclosure.

(v) Hot Water System: Electrical adequate to sustain a mixed water temperature of 450 degrees C + or - 3 degrees for a continuous period of 40 minutes or 20 individual showers prior to requiring a recycling. The hot water storage tank shall be a minimum of 400 liters and have a control system

that will prevent scalding. The hot water system shall be able to provide a water flow rate to each shower head of 18 GPM.

(vi) Lighting: Each trailer shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm above the floor.

(vii) Electrical Installation: Each trailer shall be equipped with a fuse box, with each-circuit within the trailer being appropriately fused to meet the applicable VDE standards. All electrical wiring within the trailer will originate from this fuse box. All outlets will be wired with an appropriate ground to ensure that personnel are not endangered by electrical shock.

(viii) Floors: All floors within the shower room shall be covered with a non-skid surface and/or aerated matting.

(5) The Contractor shall have __*__ each designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. They shall also be qualified to perform all types of shower trailer maintenance.

(6) The US Government will provide:

(i) Utilities with the completion of the installation of each shower trailer.
(ii) Cleaning of the shower trailer/s including the removal of trash, sweeping, mopping, cleaning of wash basins and shower stalls, and spot cleaning of interior/exterior of shower trailer/s. The Contractor shall ensure that the trailer/s are delivered clean and disinfected and the US Government shall return the trailer/s in the same condition.

(iii) The equipment and labor for snow removal (on top and in the vicinity) for each shower unit shall be the responsibility of the US Government.

(b) SHOWER TRAILER with Contractor-Furnished Utilities and Cleaning

The services to be rendered consist of the rental, installation, maintenance, cleaning (as specified) of the shower trailer/s and associated equipment; to include the removal of all Contractor furnished equipment upon completion of the rental period.

(1) The Contractor shall provide __*__ each shower trailer/s. The shower trailer/s are to be delivered and installed at the site(s) and in the configuration/s as stated in the contract schedule and the attached plot plans.

(2) The shower trailer/s shall be constructed in such a manner as to meet, or exceed, the applicable VDE and trade standards.

(3) The Contractor shall furnish all utilities to include, electricity, water and waste water disposal. Waste water shall be disposed of in accordance with the Host Nation Government ecology rules, regulations and laws.

(4) The shower trailer/s shall meet or exceed the following minimum specifications:

(i) Size (inside dimensions)
6 meters in length
2.4 meters in width
2.4 meters in height

(ii) Shower Configuration: Shower room with a minimum six (6) shower heads. Dressing room with minimum of four (4) wash basins equipped with hot and cold water faucets, four (4) mirrors and shelves, four (4) electrical outlets, and twelve (12) clothes hanging pegs/hooks.

(iii) Heaters: Electrical, constant controlled and adequate to maintain + or - 3 degrees.

(iv) Fan: Electrical, adequate size to ventilate the enclosure.

(v) Hot Water System: Electrical, adequate to sustain a mixed water temperature of 450C + or - 3 degrees for a continuous period of 40 minutes or 20 individual showers prior to requiring a recycling. The hot water storage tank shall be a minimum of 400 liters and have a control system that will prevent scalding. The hot water system shall be able to provide a water f low rate to each shower head of 18 GPM.

(vi) Lighting: Each trailer shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm above the floor.

(vii) Electrical Installation: Each trailer will be equipped with a fuse box, with each circuit within the trailer being appropriately fused to meet the applicable VDE standards. All electrical wiring within the trailer will originate from this fuse box. All outlets will be wired with an appropriate ground to ensure that personnel are not endangered by electrical shock.

(viii) Floors: All floors within the shower room will be covered with a non-skid surface and/or aerated matting.

(ix) Cleaning Services: Cleaning services shall be provided by the Contractor. Cleaning of the shower trailer/s shall include the removal of trash, sweeping, mopping, cleaning of wash basins and shower stalls, and spot cleaning of interior/exterior of the shower trailer. The Contractor shall ensure that the shower trailer/s are delivered clean and disinfected.

(x) The Contractor shall have _*__ each designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. They shall also be qualified to perform all types of shower trailer maintenance.

(xi) The US Government will provide: The equipment and labor for snow removal (on top and in the vicinity) for each shower unit shall be the responsibility of the Government.

EXAMPLE OF GENERAL PRICING FORMAT FOR SHOWER TRAILER/S:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Shower Trailer	Each/Month	_____	$ _____	$ _____
xxxx	Set-up/Distribution	Each	_____	$_____	$ _____
xxxx	Daily Cleaning	Each	_____	$ _____	$ _____
xxxx	On-Call Servicing	Each	_____	$ _____	$ _____
xxxx	Connection of Utilities	Each	_____	$ _____	$ _____
xxxx	Relocation of Trailers	Each	_____	$ _____	$ _____

8. REFUSE COLLECTION SERVICES

(a) TRASH, GARBAGE & WASTE COLLECTION (Specifications)

(1) The services to be rendered consist of the providing of refuse containers to be located at specified sites, the emptying of said containers and the proper disposal of the trash, garbage and waste.

(2) CATEGORIES OF REFUSE: The Contractor shall be responsible for handling various categories of refuse as described below:

(i) Regular Trash: All solid waste material, with the exception of those types listed in (i) through (vii) below:

- Typical size of containers: 1, 5, 10, 16, 20 or 24 cubic meters (cbm)
- Frequency of servicing (emptying): To be determined requiring activity.

(ii) Edible Garbage: All food waste that is generated by food service facilities.

- Typical size containers: 200 liters, 1, 5 or 10 cbm.
- Frequency of servicing: Daily emptying is mandatory.

(iii) POL Waste: Oils, antifreeze, brake fluid and any other vehicle related liquids.

- Typical size of containers: 500 or 1000 liters
- Frequency of servicing: To be determined by the requiring activity.

(v) Contaminated Soil: Dirt removed from around oil tanks or soil that has been contaminated by the accidental spillage of POL and/or chemical agents.

- Typical size containers: 10, 20, or 24 cbm
- Frequency of servicing: To be determined by the requiring activity.

(vi) Medical Waste: Solid waste generated by medical laboratory facilities which requires controlled disposal.

- Typical size containers: 200 liters, I or 5 cbm
- Frequency of servicing: Daily emptying is mandatory.

(vii) Liquid waste: Chemical agents and liquids generated by X-ray laboratories.

- Typical size tanks: 400 or 1000 liters
- Frequency of servicing: To be determined by the requiring activity.

(3) The Contractor shall provide all labor, material, transportation and equipment required for the delivery, installation, removal of trash and the pickup of the containers at the end of the rental period. In addition the Contractor is fully responsible for obtaining and holding current permits with approved dumping and disposal points. (Unless Government disposal points are specifically identified in the contract schedule)

(4) The emptying of each container includes the complete removal of all refuse from the container and the removal of all bagged refuse at the container location. In addition the Contractor is responsible for cleaning up all refuse that is spilled during the servicing/emptying process.

(5) The Contractor must implement a quality assurance program that will ensure that his work and the work performance by his employees is accomplished in such a manner that conforms with applicable standards of the trade and is in compliance with local and federal host nation ecology laws and directives. The Contractor must obtain and hold current all necessary approvals and permits for the lawful performance of the prescribed services. In addition, the Contractor must obtain the necessary permits for the operation of his service and disposal vehicles on Saturdays, Sundays and holidays.

(6) All refuse containers will be delivered, installed, and ready for use no later than 08:00 hours on the first day of the specified rental period.

(7) When on-call servicing/emptying of refuse containers and/or relocation of refuse containers are specified in the contract, the Contractor must perform the required services as specified below:

(i) When the Contractor is notified prior to 12:00 hours the work must be accomplished on the same date.

(ii) When the Contractor is notified after 12:00 hours, the work must be accomplished no later than 10:00 hours on the following date.

EXAMPLE OF GENERAL PRICING FORMAT FOR REFUSE COLLECTION:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Refuse Container	Each/Month	____	$ _____	$_____
xxxx	Set-up/Distribution	Each	____	$ _____	$_____
xxxx	Emptying of Containers	Each/Day	____	$ _____	$_____
xxxx	On-Call Servicing	Each	____	$ _____	$_____
xxxx	Relocations	Each	____	$ _____	$_____

9. LAUNDRY AND DRY-CLEANING

(a) LAUNDRY & DRY-CLEANING (Specifications)

The services to be rendered consist of complying with the Scope of Work below and providing Quality Control, Inspection of Services and maintaining the Hours of Operation as delineated in (1) through (4).

(1) SCOPE OF WORK: The Contractor shall furnish all management, labor, transportation, pickup and delivery service, housekeeping and facility operation in accordance with the terms and conditions of this contract. This contract includes all laundry, dry cleaning, and all other tasks and responsibilities deemed necessary and spelled out in this contract. The Contractor shall receive, account for, process, and return all organizational and individual items tendered for cleaning. Technical Exhibit XX--Workload Estimate lists the estimated quantities of work (as a SAMPLE).

(2) QUALITY CONTROL: The Contractor is responsible for establishing and having an active quality control plan.

(3) INSPECTION OF SERVICES:

(i) Inspection Service: The Contractor shall provide and maintain an inspection system that must be accepted by the government covering the services under this contract.

(ii) Inspection and Testing: The Government has the right to inspect and test all the services called for by the contract, to the extent practicable, at all times and places during the term of the contract.

(iii) Nonconformance with Contract Requirements: If any of the services do not conform to the contract requirements, the government may require the Contractor to re-perform the services in conformity with the contract requirements, at no additional expense to the government.

(4) HOURS OF OPERATION: The Contractor shall maintain the following customer service hours: Drop-offs will be in the ____*____ Hotel Lobby before 0900 Mondays and Thursdays. Contractor will deliver clean laundry by 1800 Mondays and Thursdays.

(b) DEFINITIONS

The Contractor will be familiar with and understand the following definitions:

(1) Clean: Finished articles are dry and free of visible soil, lint and objectionable odor. Spots and stains are removed where practical to do so without damaging the fabric.

(2) Contracting Officer Representative (COR): an individual appointed in writing by the Contracting Officer to perform expressed contract administration functions.

(3) Dry Cleaning: Dry cleaning involves the immersion of garments in dry cleaning solvents and cleaning them by use of mechanical action and soaps or synthetic detergents. Dry cleaning removes some soluble and some insoluble soils and dissolves grease stains through the combined actions of dry cleaning solvents, mechanical action, soaps, synthetic detergents, and other cleaning aids.

TYPES OF DRY CLEANING

- Small - an item requiring the approximate time, effort, and cost to process as a sleeveless sweater and /or blouse.
- Medium- an item requiring the approximate time, effort, and cost to process as a pair of trousers and /or jacket.
- Large - an item requiring the approximate time, effort, and cost to process as a coat and or overcoat.

(4) Laundering: The process by which soiled fabric items are cleaned and treated. The term includes cleaning by mechanical action and by hand in appropriate temperature water solutions of detergents and other additives.

TYPES OF LAUNDRY

- Small - an item requiring the approximate time, effort, and cost to process as a pillowcase or wrapper.
- Medium- an item requiring the approximate time, effort, and cost to process as a sheet or bedspread.
- Large - an item requiring the approximate time, effort, and cost to process as a sleeping bag.

(5) Packaging: The process by which clean garments or other items are placed on hangers and placed in protective paper or plastic film bags. Small items of clothing and other clothing which are not customarily placed on hangers shall be wrapped in protective poly-wrap in accordance with commercial or local practice.

(6) Pressing: Pressing is the process for insertion of required crease and removal of undesirable wrinkles from clean garments or items.

(c) SPECIFIC TASKS. The Contractor will provide for and comply with the following Specific Tasks:

(1) Services Provided: The Contractor shall provide services to individuals and organizations of _____*_____ at _____*_____. Services shall be provided in accordance with the terms and conditions of this contract. The Contractor shall process and finish all clothing and other items in accordance with the requirements contained in the workload data in Technical Exhibit XX. (See Sample)

(2) Workmanship and Sanitation: Delivered articles shall conform to the generally accepted industry and local standards of quality, cleanliness, finish, appearance, and packaging. The items shall not only be clean in the sense of being free from soil and stains, but also free from bacteria, fungi and micro-organisms, including pathogens and disease producing organisms. All work performed shall be done under sanitary conditions. The contract facility shall be open to inspection of

conditions at any time by a representative of the US government, and the government reserves the right to perform or cause to have performed any test necessary to determine the sanitary condition of the articles delivered by the Contractor.

(3) Classification of Items: Clothing or linen articles received by the Contractor shall be individually inspected for condition of serviceability and classified as to the type of service required.

(4) Re-performance: Any items found to have been unsatisfactorily cleaned shall be re-cleaned by the Contractor at no additional cost to the government.

(5) Repair: The Contractor shall repair, at his expense, all damages to individual garments which occur while in the custody of the Contractor, to include rips, tears, holes, open seams, and replacement of buttons and repair or replacement of zippers.

(6) Organizational Bulk Items: Organizational items shall be returned in bulk unless another method is specified. Items shall be counted from baskets into waiting vehicles or across the counter to the customer.

(7) Linen Exchange Activity: The Contractor shall operate a linen exchange activity. The Contractor is responsible for receiving, collecting, exchanging, and distributing linen exchange articles to and from organizations, activities, or authorized individuals and accomplishing the tasks below:

(1) Receive, collect, exchange and distribute linen exchange articles to and from organizations, activities, or authorized individuals.

(2) Verify count or weight of items received against receiving and shipping documents.

(3) Store items in storeroom and linen exchange points.

(4) Keep items properly segregated to comply with local safety, fire prevention and other storage regulation.

(8) Stockage Inventory System: The Contractor shall establish a stockage inventory system to track all incoming and outgoing linen. The Contractor shall perform a search for missing items in order to reconcile inventory with stock records.

(9) Exchange Items: Items that have been identified for direct exchange shall be exchanged for like items at time of turn-in. Items that are not direct exchange shall be identified separately and processed to be ready for pickup by the customer within a 72-hour period. Sheets, pillowcases, mattress pads, mattress covers, towels and blankets received from organizations may be intermingled (except for medical, if applicable) and processed for reissue to any organization or individual.

(10) Pick-up & Delivery Service: The Contractor shall provide pickup and delivery service. This service shall include loading, unloading, segregating, transporting, counting and obtaining necessary documentation for items picked up or delivered.

(11) The Contractor shall provide his own vehicles and they shall be maintained in safe operating condition at all times.

(12) Weighing/Counting of Articles: Weighing/counting of articles, including the laundry bag, shall be done by government personnel prior to pickup. The laundry that the Contractor picks up may be dirty/wet. The Contractor shall verify weight or count and sign a pickup ticket for the items being picked up. Such a signature constitutes an agreement to the government's weight/count unless a specific exception is noted on the ticket.

(13) Verification: The Contractor shall record the number of pounds/pieces delivered on the delivery ticket and the government rep will verify the amount. The Contractor must provide a list for items not delivered on scheduled.

SAMPLE

TECHNICAL EXHIBIT XX
LAUNDRY & DRY CLEANING
WORKLOAD ESTIMATES

ITEM	ESTIMATED QUANTITY-(PER DROP OFF)	PRICE
BDU TROUSERS	250	$3.08
BDU JACKET	250	$3.08
FLIGHT SUIT	50	$3.08
T-SHIRT	1000	$1.92
UNDERWEAR (MALE/FEMALE)	1050	$ .88
SOCKS (PAIR)	1000	$ .88
TOWEL (HAND OR BATH)	100	$1.15

RECOVERY RATES FOR LOST OR DAMAGED ITEMS WILL BE PER LOCAL MARKET CONDITIONS FOR _____*_____. THIS IS __*_% OF PURCHASE PRICE.

ITEM	PURCHASE PRICE (NEW)	RECOVERY PRICE
BDU TROUSERS	$35	$
BDU JACKET	$33	$
FLIGHT SUIT	$50	$
T-SHIRT	$2	$
UNDERWEAR (MALE)	$2	$
UNDERWEAR (FEMALE)	$5	$
BRA	$5	$
SOCKS (PAIR)	$2	$
TOWEL (HAND OR BATH)	*$2*	$

EXAMPLE OF GENERAL PRICING FORMAT FOR LAUNDRY & DRY-CLEANING:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	See above item list for various military clothing items	_____	_____	$_____	$_____
xxxx	Same as above	_____	_____	$_____	$_____
xxxx	Same as above	_____	_____	$_____	$_____

10. FORKLIFTS

(a) FORKLIFT (Specifications): The services to be rendered consist of rental, delivery, maintenance and removal of a specified type and size of forklift(s).

(1) Contractor shall provide forklift(s) for the stated rental period which will be of a commercial type that is equipped for outdoor use. The lifts must have the capability of lifting the specified weight (Kilos), to a minimum of 2.5 meters in height. In addition the equipment shall be capable of maintaining stability on a 6% incline, while handling a load of the specified amount.

(2) At the time of delivery the forklifts shall be in a sound mechanical condition free of all known defects, ready for immediate use. The equipment must meet all the applicable VDE and Trade Union requirements for safe operations.

(3) In addition to the above, the forklifts will be equipped with the following:

(i) Gas/diesel powered engine
(ii) Self-sustained electrical system to include an electric starter
(iii) Pneumatic tires (snow chains to be provided during winter months)
(iv) Spark proof exhaust system
(v) Front and rear lights that will facilitate on-road operations during periods of darkness.
(vi) Driver protection roll bar
(vii) Adjustable forks
(viii) Warning device (automatically activated when the lift is placed in reverse gear)

(4) The Contractor shall furnish all the transportation, labor, material and supervision required for the delivery, operational test, repair and maintenance and removal of the equipment at the end of the rental period. In addition the Contractor shall furnish all POL products, (with the exception of fuel). This is to include distilled water for batteries.

(5) The Contractor shall provide a point of contact for "on call, maintenance and/or replacement of equipment. The point of contact must be available from 08:00 to 20:00 hours to include Saturdays, Sundays and all local and American holidays. The Contractor shall provide all the labor, material and supervision required to keep the equipment in a serviceable and safe operating condition. Repair and maintenance may be performed on site, subject to coordination with the COR. If a forklift becomes inoperable due to the need for repair and/or maintenance, the Contractor will be notified immediately. The Contractor must respond, within six (6) hours after notification, to perform the repair and maintenance services. If repair and maintenance services cannot be performed within the same day, the Contractor shall furnish a replacement unit. Equipment that remains inoperable for more than a 12 hour period will be considered not available for use and rental fees will cease until the equipment is repaired to a fully operational condition or replaced with a serviceable unit. The pick-up and removal of inoperable equipment will be accomplished at.-Contractor expense.

(b) FORKLIFTS—ACCEPTANCE & RETURN

(1) Acceptance for forklifts by the Government: At the time the forklifts are delivered to the Government, the Contractor shall issue in duplicate a document, written in English, for each fork-lift, which provides the user a means to annotate the conditions of the equipment. In addition, general operating instructions, to include the refueling procedures, how to check and add oil, proper operating techniques and preventive maintenance procedures will be provided by the Contractor. The Contractor and the COR will jointly inspect the equipment for completeness and will list all damage (such as, but not limited to, scratches, dents, etc.) on the document. The document must be signed and dated by both the COR and the Contractor as acknowledgment that the forklift was received by the Government in the condition described/ annotated. A copy of the document shall be retained by the Contractor and the COR for use during the joint inspection that must again be conducted at the end of the rental period.

(2) Return of forklifts to Contractor: Upon expiration of rental period, forklifts will be returned to the Contractor, clean and complete with all accessories. Utilizing the document, a joint inspection will be conducted and all discrepancies will be noted. Both the COR and the Contractor, or his authorized representative must sign the document to acknowledge the return of the equipment in the described condition. Reasonable wear and tear, as well as damages which are not annotated on the turn-in document shall not be considered as valid if the Contractor later submits a claim against the Government.

EXAMPLE OF GENERAL PRICING FORMAT FOR FORKLIFTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	FORKLIFT 3 TON	EACH	____	$_____	$_____

11. FORCE PROTECTION

(a) During an OOTW support event, the HS Contractor may be requested to provide force protection in non-hostile environments. Support required may include, but not limited to, security personnel, escorting (sea and land), barriers, fencing, lighting, or equipment.

(b) If there is a requirement for force protection, a specification or statement of work will be provided to the HS Contractor for pricing prior the receiving an order from an authorized Contracting Officer.

12. LOGISTICS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide logistics support. Support may include, but not limited to, assistance with customs and air, ground, or rail transportation for pre-deployment and site surveys in remote areas.
(b) If there is a requirement for logistics support, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

13. SUPPLIES

(a) During an OOTW support event, the HS Contractor may be requested to provide various types of supplies when not readily available from the U.S. Government supply system. General supplies are classified as follows:

Class I – Food, Rations, and Water (e.g., bottled water, ice, reefers, etc.)
Class II – Clothing (e.g., foul weather gear, poncho liners, boots, etc.)
Class III – Petroleum, Oils, and Lubricants
Class IV – Construction Material (e.g., lumber, gravel, barriers, haul assets, yellow gear, fasteners, concrete mix, etc.)
Class VI – Personal Items (e.g., parts for commercial vehicles, camp equipment, air conditioners, cell phones, computers and peripheral equipment, coffee makers, microwave ovens, etc.)
Class VIII – Medical Supplies (e.g., medicines, medical supplies, veterinary medicines)
Class IX – Repair Parts
Class X – Miscellaneous Supplies

(b) If there is a requirement for supplies, the bill of materials or specifications will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

14. REPAIR SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide repair services. Services may include, but not limited to, repair of generators, light suites, environmental control units, vehicles (e.g., commercial trucks and cars) and material handling equipment (MHE).

(b) If there is a requirement for repair services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

15. CAMP AND FIELD HABITABILITY SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide camp and field habitability services. Services may include, but not limited to, rental of toilet/bathing facilities, berthing trailers, rental of pre-existing hard structure buildings or hotel rooms, garbage collection services, potable water, vehicle rental, laundry services, cell phones, fuel, food service, power generation/distribution, pest extermination services, plumbing services, and administrative support.

(b) If there is a requirement for habitability services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

16. TRANSPORTATION SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide transportation services. Services may include, but not limited to, providing vehicles/trucks/buses (with and without drivers), tactical level transportation (air, ground, rail, and sea) in remote areas when military transportation isn't available, and express delivery services (e.g., DHL, FEDEX, etc.).

(b) If there is a requirement for transportation services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

17. INFORMATION OPERATION/SYSTEMS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide information operation/systems support.

(b) If there is a requirement for information operation/systems services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

18. MORTUARY AFFAIRS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide mortuary affairs support.

(b) If there is a requirement for mortuary affairs support services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

19. CULTURAL AWARENESS TRAINING

(a) During an OOTW support event, the HS Contractor may be requested to arrange cultural awareness training.

(b) If there is a requirement for cultural awareness training, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

20. DIETICIAN SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide dietician support.

(b) If there is a requirement for dietician support, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

21. COMMUNICATIONS

(a) During an OOTW support event, the HS Contractor may be requested to provide communications services. Services may include, but not limited to, providing cell phones, satellite phones, internet connectivity, calling cards, land lines, and Wi-Fi services.

(b) If there is a requirement for communications services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

22. TRANSLATION SERVICES

(a) During an OOTWsupport event, the HS Contractor may be requested to provide translation services.

(b) If there is a requirement for translation services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

23. MORALE, WELFARE, AND RECREATION (MWR) SERVICES

(a) In the absence of an existing U.S. Government authorized Information, Ticket and Tours (ITT) contract, during an OOTW support event, the HS Contractor may be requested to provide MWR services. Services may include, but not limited to, providing arranging trips, tours and hotel accommodations.

(b) If there is a requirement MWR services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

Attachment 10 - QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Husbanding Services
Western Pacific & Indian Ocean Regional Contracts

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance-based Performance Work Statement (PWS). This performance-based plan sets forth the procedures and guidelines the U.S. Fleet & Industrial Supply Center, and its detachments will use to monitor contractor's performance, evaluating port visit cost reporting, non-priced item pricing performance, and ship's overall satisfaction with the of the husbanding service contractor's port visit services.

1.1 PURPOSE

1.1.1. The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the port visit cost reporting requirements, adhering to the non-priced item pricing performance standards, and meeting the ship's task order requirements as identified in the PWS.

1.1.2 This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

2.0 PERFORMANCE MANAGEMENT APPROACH

2.1 The performance-based PWS structures the acquisition around "what" service is required as opposed to "how" the contractor should perform the work. This QASP will define the performance management approach taken by the Contracting Officer to monitor, manage, and take appropriate action on the contractor's performance against expected outcomes or performance objectives communicated in the PWS. Performance management rests upon developing a capability to review and analyze information generated through performance metrics. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management. The data generated in a performance management approach provides information that indicates whether or not expected outcomes for required services are being achieved adequately by the contractor.

2.2 Performance management also represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether or not outcomes are being achieved and migrates away from scrutiny on compliance with the processes and practices used to achieve the outcome. The only exceptions to process reviews are those required by law and compelling business situations

such as safety and health. An outcome focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved at the desired levels of performance.

3.0 PERFORMANCE MANAGEMENT STRATEGY

3.1 The contractor will develop and utilize staffing and procedures, for use on a continuous basis, for self inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS.

3.2 The Contracting Officer will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The Government will make decisions based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

4.0 ROLES AND RESPONSIBILITIES

4.1. Procuring Contracting Officer (PCO). The PCO is the individual who performs preaward functions and awards or executes a contract. The PCO will retain post award functions. Accordingly, the PCO performs assigned post award functions related to the administration of the contract. Ensures performance of all necessary actions for effective contracting, monitors compliance with the terms of the contract, and safeguards the interests of the Government. The PCO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

4.2. Contracting Officer Representative (COR). The Government personnel who perform quality assurance functions for a contracted service.

- Provide technical assistance to the contracting office
- Provide functional continuity and stability
- Maintain proficiency in contract surveillance procedures
- Perform surveillance in accordance with the surveillance plan and provide documentation of surveillance observations to the PCO, as required
- Notify the PCO of any significant performance deficiencies
- Prepare input to the Contractor Performance Assessment Reporting System (CPARS)

4.3 Ordering Officers (e.g., Ship SUPPO) are responsible to

- Issue the orders in accordance with the terms and conditions
- Monitor, assess, and communicate the performance of the contractor. Government surveillance may occur under authority of the Inspection/Acceptance paragraph of clause 52.212-4, Contract Terms and Conditions – Commercial Items, for any supply or service relating to the contract.

5. PERFORMANCE OBJECTIVES AND METHOD OF SURVEILLENCE

The contractor shall provide husbanding service support in accordance with the PWS. While the contractor is fully expected to comply with all requirements in the PWS, the government's assessment of contractor performance will focus mainly on the performance objectives that are also listed in the Attachment 10a. QASP Matrix. The level of the acceptance for each objective is also established

5.1. Performance Objective #1:

Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 schedules provided as part of the RFP. The On-line Pricing Application Tool may be utilized for the creation of the estimate.

Method of surveillance: E-mail received from the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided.

Level of acceptance:

- On time 100%

- Up to 2 working days late, but before ship's arrival 80%

- 3-4 working days late, but before ship's arrival 60%

- Over 4 working days late but before ship's arrival 40%

- None before ship's arrival 0%

5.2. Performance Objective #2:

Submit final LogSSR within seven (7) days of each ship's departure (includes entering data into LogSSR and submitting all supporting documentation).

Method of surveillance: Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.

Level of acceptance:

- Within 7 calendar days after ship's departure 100%

- Within 08-14 calendar days after ship's departure 80%

- Within 15-30 calendar days after ship's departure 50%

- Over 30 calendar days after ship's departure 0%

5.3. Performance Objective #3:

LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages).

Method of surveillance: Compare the LogSSR data and PVCR/invoice data.

Level of acceptance:

- No errors 100%

- 1 error 80%

- 2 errors 60%

- 3 errors 40%

- Over 3 errors 0%

5.4. Performance Objective #4:

In Port Pricing. The HSP shall maintain the online pricing application's 'real-time' pricing capability and update non-priced item pricing and ordering data during the actual performance period the ship is in port. The HSP shall continue to input documentation into the application during the entire port visit.

The HSP shall update this report at least once per day of performance between the hours of 0700 and 2300, if applicable, while ship is in port until the completion of the ship's visit.

Method of surveillance: check the on-line pricing tool during the ship's visit and after the ship's departure to verify that the contractor updates the On-line Pricing Application with the additional requirements and for the non-priced item the procedure established has been followed.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

5.5 Performance Objective #5

Final Price Report. A Final Price Report must be reported in On-line Pricing Application Tool and itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 within forty eight (48 hours) after a ship leaves port. The HSP shall include all paid and unpaid invoices to the report.

Any changes to final prices paid shall be updated within the On-line Pricing application within one (1) calendar day of the change.

Method of surveillance: periodic checks of the On-line Pricing Application during port visits and forty eight (48 hours) after a ship leaves port.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

5.6 Performance Objective #6:

Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.

Method of surveillance: After each ship visit, the ship submits a port visit cost report indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

6.0 METHODOLOGIES TO MONITOR PERFORMANCE

6.1 In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate contractor performance. The Contracting Officer will use the On-line Pricing Application, the LogSSR and any input from the requiring activity as sources of comments on the contractor's performance.

6.2 The ships always have the option to communicate complaints to the Contracting Officer as opposed to the contractor. The complaints can be submitted during or after the visit; however the primary document that reports the complaints is the Port Visit Cost Report (PVCR). The Contracting Officer will accept the ships complaints and will investigate.

7.0 QUALITY ASSURANCE REPORTING

7.1. Within 30 days following the end of each quarter, the COR/PCO will prepare a report that shows the level of acceptance for each performance objective reached throughout the quarter. An overall average of the performance area objective area scores will be tracked for each port visit and for all port visits within the quarter. 80% is the overall goal for performance in each of these areas.

8.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

8.1 The Government shall use the observation methods cited to determine whether the AQLs have been met. The Government will evaluate the results which then may be translated into the specific negative incentives should performance not meet the AQL (for failure performance, see paragraph 9.0)

8.2 The PCO may require the contractor's project manager, or a designated alternate, to meet with the Government personnel as deemed necessary to discuss performance evaluation. The PCO will define a frequency of in-depth reviews with the contractor. However, if the need arises, the contractor will meet with the PCO as often as required or per the contractor's request. The agenda of the reviews may discuss:

- Performance measured by the metrics and trends
- Issues and concerns of both parties
- Recommendations made by the KO based on contractor information
- Issues arising from independent reviews and inspections

8.3 The PCO and contractor should jointly formulate tactical and long–term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the PCO.

9.0. FAILURE TO PERFORM

9.1 The contractor may be contacted for consideration, may receive negative past performance ratings or may be terminated based on failure to perform.

Consideration: The KO will negotiate consideration in instances where the HSP fails to meet performance requirements.

Negative Past Performance Ratings: The COR may submit negative performance information into the Contractor Performance Assessment Reporting System (CPARS).

Termination. If the KO determines that the contractor has failed to perform to the extent that a termination for cause is justified, the KO shall issue a notice of termination, consistent with FAR Part 12.

LIST OF ATTACHMENTS

Attachment 10a. QASP Matrix

Attachment 10a: QASP Matrix

Attachment 4a	Required Service	Levels

Required Service	Performance Standards	Method Of Surveillance	Goals
Timely submission of estimates within 48 hours after receipt of the order.	Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2. The On-line Pricing Application Tool may be utilized for the creation of the estimate.	E-mail received by the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided..	- On time 100% - Up to 2 working days late, but before ship's arrival 80% - 3-4 working days late, but before ship's arrival 60% - Over 4 working days late but before ship's arrival 40% - None before ship's arrival 0%
LogSSR and final cost reports	Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.	LogSSR Data-base	- Within 7 calendar days after ship's departure 100% - Within 08-14 calendar days after ship's departure 80% - Within 15-30 calendar days after ship's departure 50% - Over 30 calendar days after ship's departure 0%
LogSSR report accuracy	LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages)	Compare the LogSSR data and PVCR/invoice data.	- No errors 100% - 1 error 80% - 2 errors 60% - 3 errors 40% - Over 3 errors 0%

In Port Pricing	(1) The HSP shall maintain the online pricing application's 'real-time' pricing capability and update ALL pricing and ordering data during the actual performance period the ship is in port. The HSP shall continue to scan support documentation into the application during the entire port visit. (2) The HSP shall update this report at least once per day of performance between the hours of 0700 and 2300, if relevant, while ship is in port until the completion of the ship's visit.	On-Line Pricing Application	- Satisfied 100% - Not Satisfied 0%
Final Price Report	(1) A Final Price Report must be reported in On-line Pricing Application Tool and itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 within forty eight (48 hours) after a ship leaves port. The HSP shall include all paid and unpaid invoices to the report (3) Any changes to final prices paid shall be updated within the application one (1) calendar day of the change.	Online Pricing Application	- Satisfied 100% - Not Satisfied 0%
Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.	After each ship visit, the ship submits a port visit cost report to indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.	Ship's port cost visit report, observations, complaints	- Satisfied 100% - Not Satisfied 0%

Attachment 11 - QUALITY ASSURANCE FOR PROVISIONS

September 2006

SECTION I. GENERAL REQUIREMENTS

1. **SANITARILY APPROVED SOURCES:** All subsistence items shall be from approved sources as authorized, or exempted in NAVSUPINST 4335.4F/AR 40-657/AFR 161-32/MCO P10110.31G. Name and address of processing facility shall identify any subcontracting entities utilized other than the primary contractors. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore has available approved source listings of authorized subsistence incorporated into VETCOM Circular 40-1, Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Hawaii and Pacific) and other regions maintained and published by HQ, US Army Veterinary Command, Fort Sam Houston, Texas (http://vets.amedd.army.mil/vetsvcs/approved.nsf). The U.S. Army Veterinary Representative, prior to commencing a contract/Blanket Purchase Agreement (BPA), shall inspect all required potential sources identified. Failing to pass inspection shall be grounds for not issuing a BPA and grounds for cancellation if the facility fails inspection after a BPA has commenced. This applies to all contractors and subcontractors. Documents cited here shall be provided to the contractor upon written request.

2. **DELIVERY VEHICLES:** The supplies delivered under this contract/BPA shall be transported in a sanitary enclosed/covered or open flatbed vehicle. Semiperishable items delivered in open flatbed vehicle shall be covered with a tarp to protect products from rain or foreign objects. Vehicles shall be equipped to maintain the appropriate temperature for the subsistence being delivered. Vehicles shall be maintained in a sanitary condition to prevent contamination of the food and shall be subject to inspection by the government at all reasonable times. Supplies submitted for acceptance in vehicles, which are not sanitary, may be rejected without further inspection. Concurrent transportation of bulk contained pesticides, rodenticides, petroleum products, inedible products, household chemicals, or other caustic or volatile compounds are undesirable but occasionally necessary. When a carrier jointly transports subsistence and cleaning agents or hazardous products, the cleaning agents or hazardous products shall be segregated from the subsistence to the greatest extent. Segregated to the greatest extent means that all cleaning agents or hazardous products shall be unitized, loaded completely lower and horizontally from the subsistence to the maximum distance allowed by the physical configuration of the carrier. Shrink-wrap shall be used to secure items to pallets and provide stabilization.

3. **CODE DATING:** Master-shipping boxes shall be stamped or embossed with code dates, except Fresh Fruits and Vegetables, (FF&V). Coding must represent the date of slaughter, production, pasteurization, manufacture, or expiration/pull date. Open code shall have the date, month and year or Julian date, (last number of the year with the number of days). Closed code, such as letters and numbers, shall have an accompanying letter from the manufacturer explaining the code and shelf life.

4. **PACKAGING:** Standard commercial packaging is acceptable as long as it meets the requirements set forth in this agreement, product is protected from contamination, and quality is preserved. Products shall be packaged in non-returnable commercial containers that do not exceed 55 pounds or 25 kilograms per container. The use of a plastic shrink-wrap to secure items to the pallet shall be minimized.

5. **SHELF LIFE REQUIREMENTS:** Unless otherwise specified in this agreement, products shall be delivered with not less than one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining. If the supplies delivered DO not have the minimum number of days of shelf life remaining as set forth in this agreement, the government shall have the right to reject and/or require replacement.

6. **TEMPERATURE REQUIREMENTS:** Unless otherwise specified in this agreement, all perishable products shall be delivered between 32°F-41°F (0°C-5°C) for chilled and 0°F (-18°C) or below for frozen. Temperatures shall be checked between the primary container and the outer container to reduce product damage. If a discrepancy is suspected, internal temperature shall be checked prior to rejection or acceptance of the products.

7. **REJECTED ITEM:** Any item recommended for rejection by the U.S. Army Veterinary Representative or receiving activity shall be annotated on the invoice or delivery receipt. The Contracting Officer Representative shall negotiate on price adjustment for quality or short shelf life defect as requested by receiving activity based on the U.S. Army Veterinary

Representative inspection results. Replacements shall be coordinated with the Contracting Officer Representative as requested by the receiving activity.

8. **FOREIGN ORIGIN PRODUCTS:** Foreign establishments DO not have to be Directory listed if the prepackaged finished items they produce are imported by distributors or brokers into the continental United States, Hawaii or Alaska for sale to U.S. Armed Forces. This exemption Does not apply to establishments importing food directly into the U.S. territories of American Samoa, Guam, or the Mariana Islands without entering the continental United States, Hawaii or Alaska.

9. **CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD:** See Appendix B below.

SECTION II. QUALITY ASSURANCE PROVISIONS BY ITEM

1. **DAIRY PRODUCTS:**

a. Milk products shall be from approved sources and meet the raw, pasteurized, bacteriological and chemical requirements of the United States Public Health Service (USPHS) Publication 229 (Grade A Pasteurized Milk Ordinance). Frozen deserts and novelties shall be from approved sources in accordance with applicable military or local specifications or in the absence of applicable specifications, good manufacturing practice. Bacteriological and chemical testing may be accomplished at origin or destination. The U.S. Army Veterinary Representative shall submit non-conforming results to the Contracting Officer and provide a copy furnished to the contractor with a letter of explanation. The letter shall inform the contractor that unreliable quality controls may result in suspending further deliveries in accordance with NAVSUPINST 4355.6A/AR 40-70. NAVSUPINST 4355.6/AR 40-70 sets forth the microbiological testing program and suspension procedures for dairy products.

b. Temperature on delivery: Fresh dairy products shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C). Frozen products shall be delivered at 0^{o}F (-18^{o}C) or below.

c. Cheese Related Products:

(1) Soft cheeses such, as mozzarella, natural provolone, cream cheese, and etc., shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C).

(2) Hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, etc., shall be delivered between 32^{o}F and 50^{o}F (0^{o}C and 10^{o}C).

2. **FRESH FRUITS AND VEGETABLES (FF&V): See Appendix A.**

a. All FF&V shall be freshest product available. FF&V shall have eye appeal and shall be a minimum of 90% free from quality defects and 100% free of decay or loss. The Contracting Officer Representative shall negotiate a downward price adjustment for quality defects based on the U.S. Army Veterinary Representative inspection results and confirmed by receiving activity.

b. FF&V shall be delivered in an enclosed vehicle, equipped to maintain the temperature required for the type of FF&V. Mixed loads of FF&V shall be between 35^{o}F and 55 °F (2^{o}C and 12^{o}C).

c. FF&V such as bananas that are sensitive to ethylene oxide shall not be palletized and wrapped with items that are ethylene oxide producers such as apples. Plastic wrapped around the product inside the boxes shall be removed to allow air circulation.

d. Fresh mushrooms shall not be packaged airtight. Packages that are wrapped in plastic shall have air hole cut into plastic 1/8 inch in diameter or larger.

e. FF&V such as bananas, potatoes and onions that are sensitive to chill damage shall be delivered without refrigeration or not less than 56 °F (14^{o}C). FF&V delivered in an open flatbed vehicle shall be protected with a tarp.

f. For repacked FF&V, the recycled boxes shall be clean and odorless; weigh not more than 45 pounds, (20 kilograms); labeled with the name and weight of the item on two adjacent sides of the box and legibly handwritten or printed.

3. **FROZEN MEAT AND POULTRY**

a. Unless otherwise requested, all frozen meat and poultry products must be USDA inspected or USDA certified. They must be listed in one of the following publications: "Meat and Poultry Inspection Directory", or "Directory of Sanitarily Approved Food Establishment for U.S. Armed Forces Procurement. ".

b. Temperature at delivery shall be 0°F (-18°C) or below. If the product is frozen to the point that a bimetallic thermometer cannot be pushed into the product and there does not appear to be significant surface thawing or crystallization the product shall be considered acceptable. These factors shall be considered due to the lack of proper equipment for drilling frozen item.

c. Age at delivery in the frozen state:

(1) Beef shall be delivered no more than 12 months after the date of pack.

(2) Poultry shall be delivered no more than 12 months after the date of pack.

(3) Pork shall be delivered no more than 12 months after the date of pack.

(4) Lamb and veal be delivered no more than 12 months after the date of pack.

NOTE: If the manufacture, slaughter or expiration date is stamped, not embossed on the box, the Health Certificate from origin shall be available for verification by the inspecting U.S. Army Veterinary Representative.

4. **FROZEN WATERFOODS:**

a. Temperature at delivery 0°F (-18°C) or below and shall be checked using the guidance reference previously in paragraph II.3.a.

b. Age at delivery in the frozen state:

(1) Seasonal packed items shall be delivered no more than 12 months after the date of pack.

(2) Oysters shall be delivered within 6 months of shucking/freezing.

(3) Shrimp shall be delivered within 180 days, of packaging/freezing.

c. General Guidance: All items shall be delivered in excellent condition, practically free of parasites, and show no evidence of mishandling.

5. **SHELL EGGS:**

a. Shell eggs shall be cleaned and free of damage (broken, cracked, leaker, etc.,). The U.S. Army Veterinary Representative shall recommend rejection of eggs with excessive dirt or feces.

NOTE: A small quantity of dirt is allowed on eggs delivered from plants that are only approved for unwashed eggs, small defined as having relatively little size or slight dimension.

b. Fresh shell eggs delivered directly from the farms within 48 hours of production may be delivered in unrefrigerated vehicles that are covered. The vehicles must meet all the requirements listed in Section I, par. 2. Boxes shall be marked with the date of production with the vendor's name and address.

c. Chilled fresh shell eggs that are procured from food distributors shall be delivered in refrigerated vehicles and shall be delivered within 15 days from the date of packaging. Internal temperature of eggs at delivery must be 41°F (5°C) or below.

6. **BAKERY PRODUCTS:**

a. Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined.

b. Bakery products shall be delivered within 48 hours from the date of production. Frozen bakery products shall be delivered within 6 months from the date of production, (SL 12 months), and in a refrigerated truck with a temperature of 0°F (-18°C).

SECTION III. SPECIFIED ANCHORAGE DELIVERIES

1. Due to the special circumstances associated with anchorage deliveries, the following exceptions are authorized, but shall not relieve the contractor or the BPA holder of any other requirements in the Quality Assurance Provisions unless specifically listed below:

a. Dairy products may be delivered in non-refrigerated containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. When a refrigerated unit is not used, the dairy products shall be packed in special containers that hold multiple units of product (bi-wall/tri-wall boxes), with dry ice based on the product weight to maintain internal temperature of 41°F (5°C). The special container shall be packed to allow air circulation within. Dairy products shall be given the highest priority for loading/off-loading upon receipt.

b. FF&V may be delivered in unrefrigerated containers in the most expeditious manner to ensure the least amount of exposure to high temperatures.

c. Miscellaneous frozen products may be delivered in non-freezer containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. Frozen items shall be packed with dry ice based on the product weight to maintain frozen state. The special container shall be packed to allow air circulation within. Although slight temperature deviations may occur, proper packaging and sufficient quantities of dry ice shall preclude excessive temperature deviations and thawing. Any item showing sign of thawing shall be rejected.

2. Although special considerations are authorized in anchorage deliveries, no exceptions have been authorized or shall be accepted for reduced sanitary standards, including the sanitation of the vehicles, boats, and shipping containers. The reuse of containers to transport products with dry ice is authorized as long as the container is sanitary and serviceable.

3. No deviations to these Quality Assurance Provisions are authorized without prior written approval from the Contracting Officer and U.S. Army Veterinary Representative. Deviations shall be granted prior to quotes being accepted and only for the particular delivery in question.

APPENDIX A, PERISHABLE FOODS, TO ATTACHMENT 8 (QA PROVISIONS)

The following are requirements that apply to this contract:

PERISHABLE SUBSISTENCE COMPATABILITY GROUPS
(Extracted From DLAM 4145.12/ TM 38-400, April 1994)

Group 1

Temperature: 32° to 34°F (1° to 1°C).
Relative humidity: 90 to 95 percent.

Atmosphere: Normally used on berries and cherries only -10 to 20 percent CO_2.
Ice: Never in contact with commodity.

Note: Most members of this group not compatible with Group 6a or 6b because ethylene production by Group 1 can be high, and thus harmful to members of Group 6a or 6b.

Apples (except those varieties listed in Group 3)
Apricots
Berries (except cranberries) Cherries.
Figs (not with apples, danger of odor transfer to figs; also see Group 6a)
Grapes (not fumigated with surfer dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages).
Peaches
Pears
Persimmons Plums and Pomegranates
Quinces

Group 2

Temperature: 55° to 65°F(13° to 18°C)
Relative humidity: 85 to 95 percent.
Ice: Never in contact with commodity.
Avocados
Bananas
Eggplant {also see Group 5)
Grapefruit [1]
Guava
Limes
Mangoes
Muskmelons, other than cantaloupes
Casaba
Crenshaw
Honey Dew
Persian
Olive, fresh
Papayas
Pineapples {not with avocados, danger of avocados' odor absorption)
Tomatoes, green
Tomatoes, pink {also see Group 4)
Watermelons (also see Group 4 and 5)

Group 3

Temperature: 36° to 41°F (2°to 5°C).
Relative humidity: 90 to 95 percent: cantaloupes about 95 percent.
Ice: In contact with cantaloupes.
Apples (Grimes Golden and Jonathan (both, certain areas), Yellow Newton (California) and Mclntosh
Cantaloupes
Cranberries
Lemons [1] (use 50 to 55°F for more than a month)
Lychees (also see Group 4)
Oranges 1(Florida or Texas)
Tangerines

Group 4

Temperature: 40° to 45°F (4° to 7°C): beans 38° to 42°F (3° to 6°C).
Relative humidi1y: About 95 percent
Ice: Never in contact with commodity.
Beans snap
Lychees (also see Group 3)
Okra
Oranges [1] (California or Arizona)
Pepper; green (not with beans)
Pepper, red (if with green peppers, temperature adjusted toward top of range)
Squash, summer
Tomatoes, pink (also see Group 2)
Watermelons (also see Groups 2 and 5)

Group 5

Temperature: 50° to 55°F (10° to 13°C): ginger not below 55°F.
Relative humidity: 85 to 90 percent.
Ice: Never in contact with commodity.
Cucumbers
Eggplant (also see Group 2)
Ginger (not with eggplant, also see Group 7)
Potatoes (late crop)
Pumpkin and Squashes, winter
Watermelon (temperature adjusted for other members of the group; also see Groups 2 and 4),

Group 6a

This group, except for figs, grapes and mushrooms, is compatible with Group 6b
Temperature: 32° to34°F (0° to 1°C)
Relative humidity: 95 to 100 percent.
Ice: Never in contact with asparagus, figs, grapes, and mushrooms
Artichokes
Asparagus
Beefs, red
Endive and escarole
Figs (also see Group 1)
Grapes (not furnished with sulfur dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages)
Greens
Leek (not with figs or grapes)
Lettuce
Mushrooms
Parsley
Parsnips
Peas
Rhubarb
Salsity
Spinach
Sweet Corn
Watercress

Group 6b

This group is compatible with Group 6a, except for figs, grapes and mushrooms.

Temperature: 13°to 13°F (0° to l°C)
Relative humidity: 95 to 100 percent
Ice: Contact acceptable for all
Broccoli
Brussels sprouts
Cabbage
Cauliflower
Celeriac
Celery
Horseradish Kohlrabi
Onions green (not with rhubarb. Figs, or grapes; probably not with mushrooms or sweet corn)
Radishes
Rutabagas
Turnips

Group 7

Temperature: 5° to 65°F (13° to 18°C)
Relative humidity: 85 to 90 percent.
Ice: never In contact with commodity.
Ginger (also see Group 5)
Potatoes, early crop (temperatures adjusted for others)
Sweet Potatoes

Group 8

Temperature: 32°to 34°F (0° to 13°C)
Relative humidity: 65 to 70 percent.
Ice: never in contact with commodity.
Garlic
Onions dry

[1] Citrus fruits -Biphenyl fungicide may impart off odors to other commodities

The above information was extracted from Lipton, W.J. and J. M. Harvey, Compatibility of Fruits and Vegetables During Transport in Mixed loads, US Department of Agriculture Research Service, ARS51- 48 (September 1972).

Appendix B - CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD

Microbiological criteria for dairy products[1,2]

Product(s)	Standard Plate Count (SPC) (See notes 3&4)	Coliform count (See note 4)	combined yeast and mold count (See note 4)	Preliminary incubation count (See note 5)
Aseptically processed and packaged Milk and milk products	0 per ml (See notes 6&7)		0 per ml (See note 6)	0 per ml (See note 6)
Buttermilk and acidophilus milk		10 per gram		
Cottage cheese		10 per gram		10 per gram
Cream, sour cultured		10 per gram		10 per gram
Grade A pasteurized milk and milk products	20,000 per ml		10 per ml	200,000 per ml

Ice cream products, flavored, fruit and / or nuts	50,000 per gram	20 per gram	
Ice cream products, vanilla and plain flavored	50,000 per gram	10 per gram	
Frozen dessert mix:			
Vanilla flavor	50,000 per gram	10 per gram	10 per gram
other flavors	50,000 per gram	20 per gram	10 per gram
Yogurt, chilled		10 per gram	
Yogurt, frozen, plain		10 per gram	
Yogurt, frozen, flavored		20 per gram	
Yogurt, soft serve mix		10 per gram	

Notes:
1. Phosphates as specified in the PMO.
2. Products shall be free of antibiotic or pesticide residues or below the action levels established for such residues by the applicable Federal Regulatory Agency. Antibiotic residue testing shall be by the method described in the PMO. Examinations and test to detect adulterants, including pesticides, shall be conducted by methods recognized by the applicable Federal regulatory agency.
3. Not applicable to cultured products.
4. All counts are maximum allowed standards.
5. Samples must be received within 72 hrs of pasteurization. Preliminary incubation test is used as a determination of keeping quality.
6. Nonconformance's will be considered an imminent health hazard.
7. Either aerobic or anaerobic SPC.

Microbiological criteria for Environmental Swabs[1,2]			
	Aerobic Plate Count (APC)	Coliform Count	
ATP (RLU) Counts			
Environmental swab	100 per 50 sq cm	10 per 50 sq cm	See Note 3

Notes:
1. Microbiological counts can be used as an index for evaluating the sanitation status of processing equipment and the facility.
2. All counts are maximum recommended limits.
3. Relative Light Units (RLU) are directly correlated to log cfu/sq cm . RLU maximum tolerances are dependent upon the manufacturer of the ATP bioluminescence reader. Follow manufacturer's instructions for RLU limits.

Microbiological criteria for Fish, fresh or frozen, including shellfish		
Counts[4]	m	M
Aerobic Plate Count (APC)	5,000 per gram	1,000,000 per gram
E. coli	10 per gram	500 per gram
Staphylococcus aureus	100 per gram	1,000 per gram

Vibrio parahaemolyticus [1]	10 per gram	100 per gram
Vibrio vulnificus[2,3]	Zero (0) Tolerance	
Salmonella[2]	Zero (0) Tolerance	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Used for oysters and fish designed to be consumed raw.
2. No viable pathogen in a 25 gram sample.
3. Limit is established as non-detectable depending on method used and detection limit.
4. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Fruit Juice, Fresh or Frozen

Product(s)	Standard Plate Count (SPC) [3] m	Standard Plate Count (SPC) [3] M	Coliform count	Combined Yeast and Mold count
Aseptically processed juice[1]	0		0	0
Pasteurized Juice[2]		20,000 per ml	20 per ml	200 per ml
Non-Pasteurized Juice[4]	50,000 per ml	100,000 per ml		

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Must be labeled as aseptically processed and process must be verified.
2. Must be labeled as pasteurized.
3. Plate count limits for juices, except for aseptically processed juice, are used as a quality indicator and may assist in determining keeping quality and/or shelf life.
4. Non-pasteurized juice is not approved for US Armed Forces Procurement.

Microbiological criteria for Kimchee [1,3,4]

Counts [9]	m	M
Coliform (MPN)	10 per gram	
Clostridium perfringens	100 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Pseudomonas ssp [7]	200 per gram	

Streptococcus ssp [7]	10 per gram	
Listeria monocytogenes[8]	0	
Salmonella ssp[2,8]	0	
Vibrio ssp[5,8]	0	
Salt %	≥ 2.5/wt	≤ 3.5/wt
pH	≥ 4.2	≤ 4.7
Polygalacturonase [6]	Negative	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Products containing monosodium glutamate (MSG), nuts or nut oils must be labeled appropriately to reflect potential allergenic contents.
2. Only for varieties containing meat or poultry, sprouts, watercress or melon.
3. Varieties of Kimchee include, but are not limited to: Vegetables: winter, spring, cucumber, wrapped, Yolma, Chang, radish (Nabak), white (Pak), western-cabbage, pony-tail radish (Chonggak), eggplant, green onion, pumpkin, spinach, leek, green pepper; Chanachi: radish, green pepper, cucumber, garlic cabbage; Kaktagi: radish, radish and oyster Kaktuki; Tong Chimi;: radish tongchimi; Shikhae: chicken, andong, Alaskan Pollock shikhae.
4. All Kimchee products must be delivered and stored refrigerated with a definitive shelf life marked on each container.
5. Only for varieties containing fish or seafood ingredients.
6. Polyglacturonase activity is an indicator of overripening and spoilage, inferring the possible presence of Bacillus subtilus, Saccaromyces fragilis, Candida pseudotropicalis, Oospora lactis, Asperfillus ssp., and Penicillium ssp.
7. Excessive acidification may be due to high counts of these organisms; this is an indicator of very poor quality product.
8. Zero tolerance pathogens.
9. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Retail Ground Beef, Beef Trimmings, Ground Pork , Poultry (Chilled or Frozen)		
Counts	m	M
Aerobic Plate Count (APC)	100,000 per gram	1,000,000 per gram
Fecal Coliform	50 per gram	500 per gram
Total coliform	100 per gram	1,000 per gram
E. coli	10 per gram	< 110 per gram
Coagulase Positive Staph	<100 per gram	500 per gram
Salmonella species	Zero (0) Tolerance[1]	
E.coli O157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.

Microbiological limits for Sandwiches, Prepared Salads and Spreads, Bagged Salad, and Cut Vegetables [4]		
Counts[3]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli most probable number (MPN)	3 per gram[2]	10 per gram
Coliform (fecal)	10 per gram	100 per gram
Yeast and mold count	200 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Campylobacter jejuni	Zero (0) Tolerance[1]	
Salmonella species	Zero (0) Tolerance[1]	
Listeria moncytogenes	Zero (0) Tolerance[1]	
E. coli 0157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that "M" are of marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. No viable pathogen in a 25 gram sample.
2. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
3. Products may not be examined for all microbial characteristics as listed above. Contact laboratory if specific tests are required.
4. Tuna, chicken, ham and egg salads are tested the same, regardless whether on bread or submitted in tubs, buckets or other retail containers.

Microbiological criteria for Soft Serve Ice (cream) Milk and Soft Serve Yogurt at the retail/user level[2]		
Counts	m	M
Standard plat count [1]	50,000 per gram	250,000 per gram
Coliform	10 per gram	100 per gram
Combined Yeast & Mold		100 per gram

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
Standard Plate Count (SPC) does not apply to yogurt products.
Soft serve and Yogurt machines.

Microbiological limits for Tofu		
Counts[2]	m	M

Aerobic plate count (APC)		100,000 per gram	1,000,000 per gram coli (MPN)
<3 per gram	10 per gram		
Staphylococcus aureus		100 per gram	1000 per gram
Salmonella species[1]		Zero (0) Tolerance[1]	
Listeria moncytogenes[1]		Zero (0) Tolerance[1]	
Yersinia entercoliticus[1]		Zero (0) Tolerance[1]	

Legend:
m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. Products may not be examined for all microbial characteristics as listed above.

Microbiological and Chemical criteria for Bottled Water[1] and Vending Machine Water[2] and Ice

Counts	m	M
Coliform	0 per 100 ml	
Coliform (bottled water)	0 per 250ml	
Heterotrophic Plate Count [5]	1000 per ml	100,000 per ml
Pseudomonas aeruginosa	Zero (0) Tolerance	
Flouride[2]		
Arsenic[2]		
Trihalomethanes[2]		
Chlorine[2]		
Dissolved Solids[4]		
Silver [3]	None Detectable	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Bottled water is tested IAW the specific limits set forth by the Code of Federal Regulations (CFR) and current Environmental Protection Agency (EPA) regulations.
2. Vending machine water requirements are from the Association of Food and Drug Officials Model Code, 1997; Ice standards are derived from the International Packaged Ice Association. These are the minimum tests required for Vending Machine water.
3. Current published regulatory limits apply.
4. Only those machines utilizing silver impregnated carbon filters. Dissolved solids measurements are for vending machines labeled "Purified".
5. Ice and water derived from well water or surface water sources marketed at retail have higher allowable HPC limits. See current guidelines established in the CFR.

Microbiological criteria for Retail/User level Pre-packaged Deli and RTE Products[4]

Product(s)	APC[3]	Listeria spp.[2]	Salmonella[2]	Coliform[2]	E.Coli O157:H7

Luncheon Meats, frankfurters, Beef, poultry & pork	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance
Cheese, soft and hard	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Pasteurized, liquid, frozen or Dried egg	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Pizza topping (meat & cheese)	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Dried meats sticks, jerky [1]	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance

Notes:
1. Yeast and mold combined count should not exceed 100 /g.
2. No viable pathogen in a 25 gram sample. All counts are maximum allowable limits.
3. See Table Below for APC values in RTE Products.
4. Includes all like type/style products not otherwise listed.

Additional Microbiological limits for Commercial (Food Court Style) RTE Products[2,4]

Counts	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli (MPN)	3 per gram [3]	10 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
E. coli 0157:H7[1]	Zero (0) Tolerance[1]	
Campylobacter jejuni	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. This table is primarily designed for hot food lines.
3. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
4. Products may not be examined for all microbial characteristics when submitted. These values are primarily used when conducting food borne illness investigations and overall quality characteristics.

PART VI - Summary of Directory Listing Requirements

Federal Supply Class (*Note 1)	Listing Required	Listing Not Required
8905 (*Notes 2, 3)	All fish, meat, poultry, and shellfish, including:	Crabs, live.
	Buffalo meat.	Crawfish, live.
	Fish, canned.	Fish, fresh or frozen, whole and/or eviscerated, head on or off, unscaled, unpackaged.
	Fish, fresh or fresh smoked, modified atmospheric packaged.	
	Fish, fresh or frozen, packaged.	Lobster, live.
	Herring, pickled.	Shrimp, fresh or frozen, whole or head off.
	Quail.	

	Rabbits.	
	Salmon, smoked.	
	Squid.	
8910	All dairy foods and eggs, including:	Chocolate drink mix, non-dairy.
(*Notes 4, 5)	Cream, sterilized.	Powdered dairy mixes.
	Creamer, coffee, dairy.	Toppings, non-dairy.
	Dairy soft serve mixes.	
	Desserts/puddings, frozen.	
	Egg nog, canned.	
	Egg substitutes.	
	Italian ices.	
	Topping, real cream.	
	Yogurt, fresh or frozen.	
8915	All pre-cut pre-packaged minimum processed fresh	All unprocessed fruits and
(*Note 7, 8)	fruits and vegetables.	vegetables.
	Kimchee.	Olives.
	Mushrooms, whole and sliced.	Fruit juices and nectars, shelf stable
	Salads, non-meat, with or without dressing	or frozen concentrate.
	(not USDA listed).	
	Vegetable sprouts.	
	Fruit juices and nectars, refrigerated.	
8920	Bakery and cereal products (baked and unbaked, fresh	All other bakery products, including:
(*Notes 6, 9)	and frozen), specifically:	Bagels.
	Croissants.	Batter mix, dry.
	Doughnuts	Biscuits, canned.
	Egg roll wrappers.	Breads, rolls, and buns.
	Flour and corn tortillas.	Cake mix, dry.
	Wet pasta (noodles).	Cakes, unfilled.
	Pastries.	Cookie mix, chilled or dry.
	Pies.	Cookies, unfilled.
	Soft pretzels.	Crackers.
	Won ton wrappers.	Cupcakes, unfilled.
	Filled bakery items.	Dough, frozen or chilled.
		Dumplings, frozen.
		English muffins.
		Flour.
		Fruitcakes.
		Melba toast.
		Muffins
		Pancake batter, frozen.
		Pancake/waffle mix.
		Pasta, dry (noodles).
		Pizza crust.
		Taco shells.
		Toaster pastries.
		Pie crusts, unfilled.
		Waffles, frozen.
8925		All confectionery, nuts, and sugars.
8930		All jams, jellies, and preserves.
8935		Bouillon and soups.
8940	Dietary foods and specialty preparations,	All other dietary and specialty
(*Notes 2, 3, 4, 5, 10)	specifically:	preparations, including:
	Fish, meat, poultry, dairy, egg, and shellfish products.	Baby formula, canned.
	Pickled eggs.	Chips, nacho or potato.
	Frozen dinners.	Creamer, coffee, imitation (non-

	Pudding novelties, frozen or chilled.	dairy).
	Tofu.	Dips.
		Nacho cheese, canned.
		Nutri-why.
		Popcorn.
		Puddings, canned.
8945		Fats and food oils, including margarine
8950		All condiments and related products, including:
		Salad dressings.
		Mexican salsa)
8955		All cocoa, coffee, and tea.
8960	Beverages, nonalcoholic; specifically:	All other nonalcoholic beverages, including:
	Ice.	Dry ice.
	Bottled water.	Fruit drink mix containing no fruit juices.
8965		Non-MRE beverages, alcoholic.
8970 (*Note 2)	MRE food composite packages	Non-MRE composite food packages.
8975		All tobacco products.

*Notes:

1. For complete item listing within each class of the 8900 (subsistence) Federal Supply Class (FSC) Group, refer to Federal Supply Catalog C8900-SL, Stock List--FSC Group 89 Subsistence.
2. Meat and poultry establishments listed in the *USDA Meat and Poultry Inspection Directory* may serve as sources of meat and poultry items as indicated. These products must bear the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to meat or poultry inspection acts must also be Directory listed for those items.
3. Directory listing is not required for establishments on the Interstate Certified Shellfish Shippers List (ICSSL). Fish, fresh or fresh smoked, modified atmospheric packaged (when distributed in a chill state) must be Packed Under Federal Inspection (PUFI) by the USDC or listed specifically in this Directory. Establishments supplying other fish products must be Directory listed unless listed by the United States Department of Commerce (USDC) in the *USDC Approved List of Fish Establishments and Products*.
4. Directory listing is not required for shell egg sources listed in the *Directory of Grading Offices and Plants Operating Under USDA Poultry and Egg Grading Programs.* Establishments listed in the *USDA Meat and Poultry Inspection Directory* for dried or liquid/frozen egg products may serve as sources for those products, as coded.
5. Establishments having a pasteurized milk compliance rating of 90 percent or higher, certified by a State milk sanitation officer, and listed in the *Sanitation Compliance and Enforcement Rating of Interstate Milk Shippers (IMS) List* may serve as sources of milk and milk products, as listed. Listing in this Directory is mandatory to serve as a source of other milk and milk products and/or frozen dessert items. Establishments listed in the *Dairy Plants Surveyed and Approved for USDA Grading Service* may serve as sources of manufactured or processed dairy products as listed by product code. Those operations denoted with "P" codes (packaging and processing) must be Directory listed when providing ungraded manufactured or processed dairy products.
6. Directory listing is not normally required for semiperishable and nonanimal origin ingredient sources for items such as ready-to-eat bakery products and ice cream.
7. Establishments processing ready-to-eat, chilled, and prepared non-meat salads (such as potato, egg, tuna, chicken, turkey, ham, bean, macaroni, or cole slaw) must be Directory listed.
8. Only pasteurized juices are authorized for purchase by the DOD.
9. Directory listing for natural and artificial cream or fruit filled pie crusts, cakes, and cookies is not required if the finished item will not support pathogenic microbial growth.
10. Establishments producing finished products containing less than 3 percent by weight components of animal origin may be exempted from Directory listing by the command publishing this Directory.

Attachment 12 - FLOATING LINE OF DEMARCATION SPECIFICATIONS

The following are Floating Line of Demarcation (FLD) Specifications used for this contract:

1. The Contractor shall provide a FLD to identify a restricted area in the water of approximately 330 feet (100 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. The FLD is to help identify a safe standoff zone.

2. The size of the FLD will depend on the class of ship. Pier side, the FLD should be positioned 330 feet (100 meters) fore and aft of the ship and 330 feet (100 meters) out into the water from the ship. If sufficient space is not available then the FLD will be positioned as far as possible from the ship. At anchorage, the FLD will be positioned 330 feet (100 meters) outside the swing radius of the ship.

3. There are two types of FLDs that are currently authorized.

3.1. Continuous Line FLD – If allowed by the Port, the Contractor shall provide a Continuous Line FLD per the specifications listed below.

3.1.1. The FLD must fully enclose ships at dockside or at anchorage. The FLD will have an Entry Control Point (ECP) where the FLD may be opened up when authorized watercraft require access to the ship. The Contractor will provide a boat and crew to open up and close the FLD at the ECP.

3.1.2. Specifications:

3.1.2.1. Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable ECP for access.Floatation devices positioned every meter on the line.

3.1.2.2. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing strobe lights (standing at least one meter high above the water) and positioned every 75 meters along the line.

3.1.2.3. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the FLD. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD intact at all times regardless of sea conditions. Failure of the system to remain in place may result in deductions to the invoice.

3.2. Buoy System FLD - This is an acceptable alternative to the Continous Line FLD requirement. Some Ports may require the buoys to be temporarily moved and replaced if a commercial ship requires the water space. Whether continuous line FLD or buoy system FLD is ordered and provided, billing shall be at the single rate specified in the Attachment 2 schedules for the ‘Floating Barrier/Line of Demarcation‘ under LLIN XX13AG.

3.2.1. The Contractor shall provide a Buoy System FLD per the specifications provided below.

3.2.2. The Contractor shall provide a Buoy System FLD to identify a restricted area around ships. The purpose of the Bouy System FLD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 100 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible on both ship and shore based radar. The Picket Boats will patrol outside of this visual reference. The Buoy System FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) workboats to tend to the Buoy System FLD at all times.

3.2.3. Provide the system with weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

Attachment 13 - PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

1. The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

2. The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

3. Ships at anchorage will normally require two Picket Boats.

4. The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate Lot Line Item in the contract.

5. The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

6. The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

7. The Picket Boat will meet the following requirements:

7.1. Licensed for commercial operations by local country Department of Transportation.

7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

7.4. If a deckhand crewmember is required, only qualified personnel are used.

7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

7.11.4. Portable Spotlight

Attachment 14 - SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

    1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

    1.2. Security guards may be provided through private security firms or through local police officials.

    1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

    1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

    1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pierside:

    2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

    2.2. All pierside guard services will be performed within the parameters of local Laws and Regulations.

    2.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

    2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

    2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

    2.6. The following equipment will be required as a minimum for each guard:

        2.6.1. Uniform as provided by contractor or authorities;

        2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. ROEs Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats:

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2 If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3 The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4 As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

Attachment 15 - FUEL SPECIFICATIONS

The following are the Fuel Specifications for this contract:

SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	**Requirement**	**Text Method**
Appearance, @ 25ºC or ambient temperature whichever higher	Clear, bright and free of vis particulates	D 4176 1/
Demulsification, @ 25ºC, minutes (max)	10	D 1401 2/
Density, @ 15ºC, kg/m^3 (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, ºC 50% point, ºC 90% point, ºC, (max) end point, ºC, (max) Residue º Loss, % vol., (max)	 Record Record 357ºC 385ºC 3.0	D 86 3/
Cloud Point, ºC, (max)	-1ºC	D 2500
Color, (max)	3	D1500
Flash Point, ºC, (min)	60ºC	D 93 4/
Particulate Contamination, mg/liter, (max)	10	D 5432 5/
Pour Point, ºC, (max)	-6ºC	D 97
Viscosity, @ 40ºCm mm^2/second	- 1.7 - 4.3	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100ml	1.5	D5304 (R), D 2274 6/
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664
Aniline Point, ºC, (min)	60ºC	D 611
Ash, % wt., (max)	0.005	D 482
Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 7/
Corrosion, @ 100ºC, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min) Cetane Index, (min)	42	D 613 (R), D 976 8/
Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 26
Trace Metals, ppm, (max) Calcium Lead Sodium plus Potassium Vanadium	 1.0 0.5 1.0 0.5	D 3605 9/
Additive Names and Dosages	Record	

1. If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709, 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains visible sediment or particulate matter, but meets the requirement of 10 mg/1 (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.

2. The demulsification text shall be conducted in accordance with the following exceptions:

(a) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.

(b) The test temperature shall be 25ºC.

(c) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute.

3. As the end point of the distillation is approached, if either a thermometer reading of 385ºC or a decomposition point is observed, discontinue the heating and resume the procedure as directed in ASTM D 86.

4. The flash point value is the absolute and no value less than 60ºC is permissible.

5. A one-liter minimum sample shall be used.

6. ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours to 40 hours.

7. When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fuel, without the cetane improver.

8. Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified in Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.

9. Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of the inspection authority.

Minimum Requirements for Purchases of Commercial Distillate Fuels ((Navy) Marine Gas Oil) for Bunkers

The following minimum requirements have been established for use when buying fuel (gas oil - 100% distillate) from commercial sources when F76 is not available. Marine Gas Oil is not acceptable as cargo fuel on Navy Oilers.

TEST	**METHOD**	**REQUIREMENTS**
1. Cetane Number	ASTM D 613	45 min
or		
Cetane Index	ASTM D 976	45 min

Note: A cetane index of 41 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exce maximum of 338ºC. A cetane number of 40 or above, but less than 45, is acceptable provided the 90% Distillation Po does not exceed a maximum of 338°C.

2. Appearance @ 21ºC or ambient temperature (whichever higher)	Visual	Clear & Bright
or		
Water and Sediment	ASTM D 2709	0.05% max
3. Distillation. 90% Point	ASTM D 86	375ºC max
4. Flash Point	ASTM D 93	60ºC min
5. Pour Point	ASTM D 97	Report

6. Cloud Point	ASTM D 2500	-1.1ºC (30 °F)
7. Viscosity @ 40ºC	ASTM D 455	1.7 - 4.5 CST
8. Color	ASTM D 1500	3 max
9. Gravity	ASTM D 1298, D 287	Record
10. Carbon Residue	ASTM D 524	0.35% max
11. Ash	ASTM D 482	0.01% max
12. Sulfur	ASTM D 129, D 1552 D2622	1.00% max
13. Copper Corrosion	ASTM D 130	3 max

C16.23-2 COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC JAN 1998)

Offered product shall conform to the following requirements which are suitable for Marine Gas Turbine.

	TEST	METHOD	REQUIREMENTS
1.	Cetane Number	ASTM D 613	42 min
	or		
	Cetane Index	ASTM D 976	43 min
	NOTE: A Cetane Number of 40 minimum, or a Cetane Index of 41 minimum, is acceptable provided the 90 Percent Distillation Point does not exceed a maximum of 338^{O}C.		
2.	Appearance @ 21^{O}C or ambient temp. (whichever higher)	Visual	Clear & Bright
	or		
	Water & Sediment	ASTM D 2709	0.05 vol % max.
3.	Distillation, 90% point	ASTM D 86	357^{O}C max.
4.	Flash Point	ASTM D 93	60^{O}C min
	NOTE: The flash point value is absolute and no value less than 60^{O}C is permissible.		
5.	Cloud Point	ASTM D 2500	-1.1^{O}C (30^{O}F) max.
	NOTE: Cloud Point results will be evaluated based upon bunkering location.		
6.	Viscosity @ 40^{O}C	ASTM D 445	1.7 - 4.5 cst
7.	Color	ASTM D 1500	3 max.
	NOTE FOR DOMESTIC ITEMS: This Color test requirement is deleted if red dye has been added in compliance with U.S. Environmental Protection Agency or Internal Revenue Service regulations; however, the resulting fuel/dye blend must have a red tint. It shall not be visually brown or darker in appearance.		
8.	Density @ 15^{O}C	ASTM D 1298	876 kg/m^3 max.
9.	Carbon Residue on 10% bottoms	ASTM D 524 ASTM D 189	0.35 mass % max.
10.	Ash	ASTM D 482	0.01 mass % max.

11.	Sulfur	ASTM D 4294, ASTM D 1552, or ASTM D 2622	1.0 mass % max.
12.	Corrosion	ASTM D 130	3 max.
13.	Distillate Fuel (fuel shall contain no residual)	None	100%

C36 FUEL OIL, INTERMEDIATE, GRADES RMB-10 (IFO 60)/RME-25 (IFO 180)/RMG-35 (IFO 380) (DESC MAY 1997)

Product shall conform to ISO 8217:1996 or ASTM D 2069-91. Product conforming to ASTM D 2069-91 shall meet the following additional requirements:

REQUIREMENTS	**GRADE RMB-10 (IFO 60)**	**GRADE RME-25 (IFO-180)**	**GRADE RMG-35 (IFO 380)**	**GRADE TEST METHOD**
Density @15°C, kg/m^3, max	981.0	991.0	991.0	ISO 3675/12185
Aluminum plus silicon, mg/kg, max	80	80	80	ISO 10478
Total Sediment, potential, %(m/m), max	0.10	0.10	0.10	ISO 10307-2

Attachment 16 - WATER TAXI SPECIFICATIONS

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxi specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated NAVSUP Fleet Logistics Center Yokosuka or its sites' Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor, the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including COMPACFLT.

5. COMSEVENTHFLT Specifications:

5.1. Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the respective countries. Notwithstanding compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

5.1.1. Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

5.1.2. Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

5.1.3. The following information shall be conspicuously posted in both English and (the appropriate foreign language):

5.1.3.1. Current Operator's/Captain's license and boat names.

5.1.3.2. Passenger/weight capacity limit notice.

5.1.3.3. Location of life jackets and other life saving equipment.

5.1.3.4. Location of all exits indicated in large letters.

5.1.3.5. Emergency procedures

5.1.4. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

5.1.5. Operation of the boat shall be in a safe and seaworthy manner.

5.1.6. The consumption of alcoholic beverages shall not be permitted aboard the boat.

5.2. Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by the respective countries for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

5.3. Security: During the term of this contract the ship(s) to be serviced (insert ship name if purchase order) agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

5.4. Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

5.5. Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

5.5.1. Hull

5.5.1.1. Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures.

5.5.1.2. Superstructure, including masts and stacks.

5.5.1.3. Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.

5.5.1.4. Provisions for drainage of sea water from exposed decks over the side and not into the bilges.

5.5.1.5. Access/egress points- adequacy of number and location.

5.5.2. Machinery

5.5.2.1. 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.

5.5.2.2. Main propulsion and auxiliary machinery essential to operation of boat.

5.5.2.3. Sea and bulkhead closure valves.

5.5.2.4. Bilge auction strainers and dewatering systems-bilge pump to be tested by operation

5.5.2.5. Bilges free of flammable liquids

5.5.3. Electrical

5.5.3.1. Cables.

5.5.3.2. Navigation, deck, and emergency lights.

5.5.3.3. Rotating electrical machinery; e.g., generators and motors --Storage batteries

5.5.4. Lifesaving equipment

5.5.4.1. Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.

5.5.4.2. Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.

5.5.4.3. First aid kits, life rings and distress lights.

5.5.4.4. Distress signaling devices

5.5.5. Fire fighting equipment

5.5.5.1. Fire pump - test by subjecting fire hose(s) to fire pump pressure.

5.5.5.2. Portable fire extinguishers.

5.5.5.3. Fixed systems, e.g., C02 cylinders.

5.5.6. Steering apparatus

5.5.7. Miscellaneous systems and equipment

5.5.7.1. Harbor charts.

5.5.7.2. Ground tackle and mooring lines.

5.5.7.3. Whistle/fog horn, bell.

5.5.7.4. Lighted compass.

5.5.7.5. Radar.

5.5.7.6. 2-way radio capable of Bridge-to-Bridge communications.

5.5.7.7. Current license.

5.5.7.8. Operator qualifications.

5.6. Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement-is that contained in paragraph 4.7 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

5.7. Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

5.7.1. Safety of operations. Insure the following are present and in working condition:

5.7.1.1. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.

5.7.1.2. Fire extinguishers sufficient for the size of the vessel operated.

5.7.1.3. Radio (with battery backup) capable of Bridge-to-Bridge communications.

5.7.1.4. Anchor/chain sufficiency for the size of the vessel operated.

5.7.1.5. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

5.7.2. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:

5.7.2.1. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

5.7.2.2. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.

5.7.2.3. Ensure no bare or exposed electrical wires or connections are located in the passenger area.

5.7.2.4. Validate that sufficient unobstructed exits are present and marked in English.

5.7.2.5. Verify that no missile hazards, gear adrift, or trip hazards exist.

5.7.3. The following shall be conspicuously displayed, in English:

5.7.3.1. Passenger/weight capacity.

5.7.3.2. Location and number of life jackets.

5.7.3.3. Location of life saving equipment.

5.7.3.4. Locations of exits (if not obvious).

5.8. Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

5.9. If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

Attachment 17 - REQUEST FOR SANITARY INSPECTION

SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
NAVSUP Fleet Logistics Center Yokosuka, Site Singapore
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD, BLDG 7-2
SINGAPORE 759657

Dear Sir:

We are interested in supplying (e.g. specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

Attachment 18 - NATIONAL PRIMARY DRINKING WATER REGULATIONS (NPDWR) TREATED WATER QUALITY STANDARDS

1. Contaminant levels for inorganic chemicals (effective 1 January 1993)

CONTAMINANT	*MCLG (mg/L) [1]*	*MCL (mg/L)*	*AL (mg/L [2])*
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0		.015 [4]
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
TOTAL NITRATE AND NITRITE (AS N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE :	4	4	

(1). Maximum contaminant level goal (MCLG). The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are nonenforceable health goals.

(2) Action level (AL). Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90th percentile" level is greater than 0.015 mg/L).

2. Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 - DICHLOROETHANE	0	0.005
1,1 - DICHLOROETHYLENE	0.007	0.007
PARA - DICHLOROBENZENE	0.075	0.075
1,1,1 - TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.6
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 - DICHLOROPROPANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES (TOTAL)	10	10

3. Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) effective 01 January 1993))

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3- CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S (AS DECACHLORBIPHENYL)	0	0.0005
ALDICARB	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10[(1)]

[(1)]. The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

4. Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites that are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Reference (d) contains sampling requirements for the Navy public water system.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Autoanalysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the multiple-Tube Fermentation (MTF) Technique, and the membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use is included in reference (1).

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, except where the State waives this requirement on a case-by-case basis.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the State may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before, unless the MCL has been violated and the system has notified the State (in which case the State may reduce or eliminate the requirement to take the remaining samples).

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms. Or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements that apply when a sample is fecal coliform-positive.

5. Turbidity The MCL for turbidity applies to both community water systems and noncommunity water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at State option).

b. Five turbidity units (maximum) average for 2 consecutive days.

c. These requirements apply to filtered systems until 29 JUNE 1993. The requirements apply to unfiltered systems that the State has determined, in writing, must install filtration until 29 June 1993 or until filtration is installed whichever is later. After the above dates, consult the latest edition of 40 CFR 141.

6. The MCL for Radiological Contaminants are:

Gross alpha particle activity including radium 226 but excluding radon and uranium . . . . . .15 pCi/L
Combined radium-226 and radium 228 . . .. .5 pCi/L
Tritium . . . . .20,000 pCi/L
Strontium-90. . . . . 8 pCi/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

7. Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

Attachment 19:Host Nation Port Fees Agreements SEVENTH Fleet AOR

General(all countries): United States military aircraft, warships, and auxiliaries (including USNS vessels, afloat pre-positioned force ships, and United States flagged, time-chartered vessels) will not pay taxes, tariffs, fees, or duties in foreign ports. In all cases, the U.S. will be liable to pay for specific services rendered at their request.

Additional country-specific language: Additionally, for the following countries, the described fees, dues, use charges will not be paid by the U.S.:

1. Australia

a. For the United States Armed Forces, use of **public services and facilities** owned, controlled or regulated by the Australian government or its instrumentalities, the terms of use, including charges, shall be no less favorable than those available to other users in like circumstances unless otherwise agreed.

b. The United States government will not pay for landing charges for the use of aircraft in any airport in Australia.

c. United States government will not pay toll charges, including light and harbor dues, for the use of port facilities owned, controlled or regulated by the Australian Government, nor shall such vessels be subject to charges, therefore, at these ports.

d. Chapeau Agreement – 1 Dec 1995 (Paragraph 5): In regard to the provision of logistics support, each Party shall provide, upon request and subject to availability, food, water, billeting, transportation, petroleum, oils, lubricants, clothing, communications services, medical services, ammunition, storage services, training services, repair and maintenance services, spare parts and components, access to and use of facilities, base operations support (including construction incident thereto), airfield and port services, as reflected in written arrangements between our national defense organizations. The furnishing of such support shall create a corresponding obligation to provide cash reimbursement, replacement in kind, or replacement of equal value, which shall be discharged, as may be set forth in a written arrangement. Payment, if required, for the provision of such logistics support, shall be calculated upon such terms as

are most favorable to the recipient under the national laws of the providing Party.

2. Brunei. The United States government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for vehicles, vessels and aircraft operated by or for the United States Armed Forces.

3. Diego Garcia. The United States government will not pay for the use of anchorage or airfields at Diego Garcia for aircraft and ships owned or operated by or on behalf of the Government of the United States (Collection of dues and charges for use of the anchorage and airfields at Diego Garcia which may be levied by the Commissioner shall be his responsibility).

4. Timor Leste. The United States government will not pay landing, navigation, overflight or parking charges, port and pilotage fees, or overland transit fees for vehicles, vessels, and aircraft owned or operated by or for the U.S. Armed Forces while in the Democratic Republic of Timor-Leste.

5. Japan. The United States government will not pay for tolls, fees or landing charges for vessels, vehicles, and aircraft operated by, for, or under the control of the United States for official purposes.

6. Republic of Korea. The United States government will not pay for tolls, fees or landing charges for vessels, vehicles, and aircraft operated by, for, or under the control of the United States for official purposes.

7. Malaysia. The United government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, while in Malaysia.

8. Micronesia and Marshall Islands. The United States government will not pay taxes, fees or other charges associated with the movement of United States Armed Forces aircraft, vessels and vehicles in the Marshall Islands and the Federated States of Micronesia, including access to and use by them of defense sites, ports, harbors and air-fields. However, the United States government will pay for specific services rendered at their request, including materials received at their request in connection with the use of ports, harbors and airfields in the Marshall Islands and the Federated States of Micronesia.

9. Mongolia. The United States government will not pay for navigation, landing, parking or overflight charges, or tolls or other use charges, while in Mongolia.

10. Palau. The United States government will not pay taxes, fees or other charges associated with the movement of United States Armed Forces aircraft, vessels and vehicles in Palau, including access to and use by them of defense sites, ports, harbors and airfields. However, the Armed Forces of the United States and United States contractors will pay for specific services rendered at their request, including materials received at their request in connection with the use of ports, harbors and airfields in Palau.

11. Papua New Guinea. The United States government will not pay for landing or port fees, navigation or overflight charges, including light and harbor duties, for vehicles, vessels and aircraft operated by or for the United States Armed Forces while in Papua New Guinea.

12. Republic of the Philippines. The United States government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for vehicles, vessels and aircraft operated by or for the United States Armed Forces while in the Philippines.

13. Russia. The United States government will not pay for landing fees, navigation charges, port charges, tolls and similar charges by the Russian Federation, or any subdivision thereof, for the access and movement of aircraft and vessels operated by or for the Government of the United States of America in connection with United States assistance programs in the Russian Federation.

14. Western Samoa. The United States government will not pay for landing or port fees, navigation or overflight charges, or tolls or other charges, including light and harbor dues for United States Armed Forces vessels, vehicles, and aircraft while in Western Samoa.

15. Singapore. The United States government will not pay for landing fees, port dues, customs inspection fees, navigation or overflight charges, or any other charges for United States Armed Forces vehicles, vessels, and aircraft by Singapore which do not

constitute fair and reasonable compensation for services requested and received.

16. Solomon Islands. The United States will not pay for landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues for United States Armed vehicles, vessels and aircraft while in Solomon Islands.

17. Tonga. The United States will not pay for landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for United States Armed Forces vehicles, vessels, and aircraft while in Tonga.

Attachment 20:Government Material Available for Use

Table 1 lists the type and location of Government Material available, at the time of contract award, for use in meeting requirements. The order of priority for use of this material is described in the Performance Work Statement paragraph 10.g. The Government provides no warranty that the Government Material listed in Table 1 will be available or usable throughout the period of performance of this contract. Use of this material is intended as a cost-saving measure for the Government where suitable material is available free of charge or at reduced prices to meet contract requirements. Material available from the Host Nation is annotated on the Attachment 2 pricing schedules where this information is available.

Table 1

Country	Port	Material Available	Comments
Japan	Fukuoka	fenders and brows	CFAS Sasebo
Japan	Kagoshima	fenders and brows	CFAS Sasebo
Japan	Miyazaki	fenders and brows	CFAS Sasebo
Japan	Nagasaki	fenders and brows	CFAS Sasebo
Japan	Oita	fenders and brows	CFAS Sasebo
Japan	Shimizu	fenders and brows	CFAY Yokosuka
Japan	Shimoda	fenders	CFAY Yokosuka
Japan	Shimonoseki	fenders and brows	CFAS Sasebo
Japan	Tokyo	fenders and brows	CFAY Yokosuka
Korea	All	2.5 x 3.5M fenders	see schedule comments
Korea	All	40',60',70' brows	see schedule comments
Korea	All	shore power cables	see schedule comments
Korea	Chinhae	fenders and brows	CFAC Chinhae
Singapore	Changi	20 ft brow platform	belong to NRCS
Singapore	Changi	40 ft brow	belong to NRCS
Singapore	Changi	50 ft brow	belong to NRCS
Singapore	Changi	60 ft brow	belong to NRCS
Singapore	Changi	fresh water coupler	belong to NRCS
Singapore	Changi	Potable water hoses	belong to NRCS
Singapore	Changi	Shore Power cables	belong to SUBGRU
Singapore	Changi	Shore Power cables	belong to NRCS
Singapore	Changi	Submarine flyaway kit	belong to SUBGRU
Singapore	Changi	Telephone pier adapters	belong to NRCS
Singapore	Changi	Expeditionary Security Barrier	to be used in lieu of line of demarcation

SCHEDULE OF SUPPLIES/SERVICES AND PRICES

A. GENERAL

This contract is for performance of maritime husbanding support for U.S Navy ships visiting ports and operating in Region 3 of the Western Pacific and Indian Ocean. Additionally, the husbanding contractor may be called upon to provide services in support of Operations Other Than War (OOTW) within a Region's territorial boundaries. The Regions, countries and major ports included in each region are as follows:

Region 1 – South Asia (7 countries, 4 major ports)	
Bangladesh	Maldives • Male
Bhutan	Nepal (OOTW)
Burma	Sri Lanka
India • Chennai • Goa • Mumbai	
Region 2 – Southeast Asia (12 countries, 19 major ports)	
Brunei • Muara	Philippines • Manila • Puerto Princesa • Subic Bay
Cambodia • Sihanoukville	Malaysia • Kemaman • Kota Kinabalu • Penang • Sepangar
China • Hong Kong	Singapore • Changi • Sembawang
Indonesia • Bitung • Jakarta • Surabaya	Taiwan
Laos (OOTW)	Thailand • Laem Chabang • Phuket • Sattahip
Palau	Vietnam • Da Nang
Region 3 – Australia and the Pacific Islands (17 countries, 8 major ports)	
Antarctica	New Caledonia • Noumea
Australia • Brisbane • Darwin • Fremantle • Sydney	New Zealand
East Timor • Dili	Papua New Guinea
Fiji	Solomon Islands • Honiara
French Polynesia	Tonga • Nuku Alofa
Kiribati	Tuvalu

Marshall Islands	Vanuatu
Micronesia	Western Samoa
Nauru	
Region 4 – East Asia (4 countries, 12 major ports)	
Japan • Fukuoka • Kagoshima • Maizuru • Nagasaki • Osaka • Shimoda • Tokyo	South Korea • Chinhae • Pohang • Busan • Donghae
Mongolia (OOTW)	Russia • Vladivostok

Region Item and Price Structure

Major ports are indicated by name of port (e.g., Goa, Vladivostok, Sydney, etc.). A fully priced proposal must be received for ALL line items in a Region for it to be considered acceptable. For OOTW, a proposal only for Management Fees is required.

The contract is sub-divided into Lots. Targeted lots are identified in bold print below and by highlighted tabs in Attachment 2, Pricing Schedule. Lots may be for individual ports or they may include several ports under one Lot. For this contract, the following Lots apply:

Region 1 – Lots 01 – 15 (7 countries, 4 major ports)

Lot 01 – Bangladesh, All Ports, Husbanding Services and OOTW
Lot 02 – Burma (Myanmar), All Ports, Husbanding Services and OOTW
Lot 03 – India, Chennai, Husbanding Services and OOTW (*)
Lot 04 – India, Goa, Husbanding Services and OOTW (*)
Lot 05 – India, Mumbai, Husbanding Services and OOTW (*)
Lot 06 – India, All Other Ports, Husbanding Services and OOTW
Lot 07 – Maldives, Male, Husbanding Services and OOTW (*)
Lot 08 – Maldives, All Other Ports, Husbanding Services and OOTW
Lot 09 – Sri Lanka, All Ports, Husbanding Services and OOTW
Lot 10 – Nepal, OOTW
Lot 11 – Bhutan, OOTW
Lot 12 – 15, Reserved

Region 2 – Lots 16 – 51 (12 countries, 19 major ports)

Lot 16 – Brunei, Muara, Husbanding Services and OOTW (*)
Lot 17 – Brunei, All Other Ports, Husbanding Services and OOTW
Lot 18 – Cambodia, Sihanoukville, Husbanding Services and OOTW (*)
Lot 19 – Cambodia, All Other Ports, Husbanding Services and OOTW
Lot 20 – China, Hong Kong, Husbanding Services and OOTW (*)
Lot 21 – Indonesia, Bitung, Husbanding Services and OOTW (*)
Lot 22 – Indonesia, Jakarta, Husbanding Services and OOTW (*)
Lot 23 – Indonesia, Surabaya, Husbanding Services and OOTW (*)
Lot 24 – Indonesia, All Other Ports, Husbanding Services and OOTW
Lot 25 – Palau, All Ports, Husbanding Services and OOTW
Lot 26 – Philippines, Manila, Husbanding Services and OOTW (*)
Lot 27 – Philippines, Puerto Princesa, Husbanding Services and OOTW (*)

Lot 28 – Philippines, Subic Bay, Husbanding Services and OOTW (*)
Lot 29 – Philippines, All Other Ports, Husbanding Services and OOTW (*)
Lot 30 – Malaysia, Kemaman, Husbanding Services and OOTW (*)
Lot 31 – Malaysia, Kota Kinabalu, Husbanding Services and OOTW (*)
Lot 32 – Malaysia, Penang, Husbanding Services and OOTW (*)
Lot 33 – Reserved
Lot 34 – Malaysia, Sepangar, Husbanding Services and OOTW (*)
Lot 35 – Malaysia, All Other Ports, Husbanding Services and OOTW
Lot 36 – Singapore, Changi, Husbanding Services and OOTW (*)
Lot 37 – Singapore, Sembawang, Husbanding Services and OOTW (*)
Lot 38 – Taiwan, All Ports, Husbanding Services and OOTW
Lot 39 – Thailand, Laem Chabang, Husbanding Services and OOTW (*)
Lot 40 – Thailand, Phuket, Husbanding Services and OOTW (*)
Lot 41 – Thailand, Sattaship, Husbanding Services and OOTW (*)
Lot 42 – Thailand, All Other Ports, Husbanding Services and OOTW
Lot 43 – Vietnam, Da Nang, Husbanding Services and OOTW (*)
Lot 44 – Vietnam, All Other Ports, Husbanding Services and OOTW
Lot 45 – Laos, OOTW
Lot 46 – China, OOTW
Lots 47 – 51, Reserved

Region 3 – Lots 52 – 81 (17 countries, 8 major ports)

Lot 52 – Australia, Brisbane, Husbanding Services and OOTW (*)
Lot 53 – Australia, Darwin, Husbanding Services and OOTW (*)
Lot 54 – Australia, Fremantle, Husbanding Services and OOTW (*)
Lot 55 – Australia, Sydney, Husbanding Services and OOTW (*)
Lot 56 – Australia, All Other Ports, Husbanding Services and OOTW
Lot 57 – East Timor, All Ports, Husbanding Services and OOTW (*)
Lot 58 – Reserved
Lot 59 – Fiji, All Ports, Husbanding Services and OOTW
Lot 60 – French Polynesia, All Ports, Husbanding Services and OOTW
Lot 61 – Kiribati, All Ports, Husbanding Services and OOTW
Lot 62 – Marshall Islands, All Ports, Husbanding Services and OOTW
Lot 63 – Micronesia, All Ports, Husbanding Services and OOTW
Lot 64 – Nauru, All Ports, Husbanding Services and OOTW
Lot 65 – New Caledonia, Noumea, Husbanding Services and OOTW (*)
Lot 66 – New Caledonia, All Other Ports, Husbanding Services and OOTW
Lot 67 – New Zealand, All Ports, Husbanding Services and OOTW
Lot 68 – Papua New Guinea, All Ports, Husbanding Services and OOTW
Lot 69 – Solomon Islands, Honiara, Husbanding Services and OOTW (*)
Lot 70 – Solomon Islands, All Other Ports, Husbanding Services and OOTW
Lot 71 – Tonga, Nuku Alofa, Husbanding Services and OOTW (*)
Lot 72 – Tonga, All Other Ports, Husbanding Services and OOTW
Lot 73 – Tuvalu, All Ports, Husbanding Services and OOTW
Lot 74 – Vanuatu, All Ports, Husbanding Services and OOTW
Lot 75 – Western Samoa, All Ports, Husbanding Services and OOTW
Lot 76 – Antarctica, OOTW
Lots 77 – 81, Reserved

Region 4, Lots 82 - 99 (4 countries, 12 major ports)

Lot 82 – Japan, Fukuoka, Husbanding Services and OOTW (*)
Lot 83 – Japan, Kagoshima, Husbanding Services and OOTW (*)

Lot 84 – Japan, Maizuru, Husbanding Services and OOTW (*)
Lot 85 – Japan, Nagasaki, Husbanding Services and OOTW (*)
Lot 86 – Japan, Osaka, Husbanding Services and OOTW (*)
Lot 87 – Japan, Shimoda, Husbanding Services and OOTW (*)
Lot 88 – Japan, Tokyo, Husbanding Services and OOTW (*)
Lot 89 – Japan, All Other Ports, Husbanding Services and OOTW (*)
Lot 90 – South Korea, Busan, Husbanding Services and OOTW (*)
Lot 91 – South Korea, Chinhae, Husbanding Services and OOTW (*)
Lot 92 – South Korea, Donghae, Husbanding Services and OOTW (*)
Lot 93 – South Korea, Pohang, Husbanding Services and OOTW (*)
Lot 94 – South Korea, All Other Ports, Husbanding Services and OOTW
Lot 95 – Russia, Vladivostok, Husbanding Services and OOTW (*)
Lot 96 – Russia, All Other Ports, Husbanding Services and OOTW
Lot 97 – Mongolia, OOTW
Lots 98 – 99, Reserved

Line Items used in the Performance Work Statements and in the Pricing sheets for all Regions are outlined as follows:

XX01	Husbanding Services (Anchorage and Pierside)
XX02	Trash Removal
XX03	Fleet Landing
XX04	Brow Services
XX05	Ship Movement Services
XX06	Water Ferry/Taxi Services
XX07	General Charter and Hire Items
XX08	Collection, Holding, and Transfer (CHT)
XX09	Fresh Potable Water
XX10	Ship's Utility Services
XX11	Land Transportation (Personnel) Services
XX12	Telephone Services and Communications Equipment
XX13	Force Protection Barriers
XX14	Force Protection Personnel
XX15	Force Protection Supplies
XX16	Airport/Cargo & Material Handling (Port Handling Costs)
XX17	Provisions
XX18	Fuel
XX19	Other Port Services
XX20	Incidentals
XX21	Operations Other Than War (OOTW)
XX22	Cost Reporting

B. PRICING

Except for Port Tariffs, unit prices for all contract items described below shall be inclusive of all necessary equipment, licensed operators, all liability insurance as required by local law, holiday and overtime costs, customs clearances, and fuel and operating expenses.

1) Fixed Prices are required in the Pricing Schedule except where Port Tariff (PT) prices, To Be Determined (TBD) prices, or Not Separately Priced (NSP) have been identified. Services with an estimated quantity of 'No Estimate' are required to be priced in the Attachment 2 schedules and shall be treated as pre-priced items. Pricing for all services other than pre-priced items, PT items, and NSP items shall be arranged using the online pricing application procedures described in Attachment 8. Unless otherwise provided, these Fixed Prices shall also include performance at night, overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, other inclement weather, or service to tankers and ships carrying explosives. These requirements do not include performance during cyclones or typhoons except where ships are required to depart in advance of cyclones or typhoons as part of a typhoon or cyclone evasion plan. They also include all operating expenses including tugs, barges, trucks, personnel, and customs clearances and any other charges unless specifically exempted by the Government.

2) Port Tariffs will apply to those services which are based on Port Tariff rates established and controlled by Port Authorities. English translated copies of the Port Tariffs must be submitted to the Supply Officer of the ship entering a specific Port and to the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore email address specified at the time of contract award for each region.

3) Fees for Husbanding Services cover regular and overtime labor of contractor personnel supporting the ships plus indirect expenses, including all management, overhead and office expenses. The husbanding fees also include costs for arranging supplies and services described herein, costs associated with attendance at periodic meetings and pre-deployment briefings. The husbanding fees represent total compensation for the contractor except for supplies and services with Fixed Prices.

4) OOTW Fees will constitute an all inclusive fixed fee based on a daily fee (per contractor person providing support) for "husbanding" the OOTW effort/logistics support.

5) Purchase Card Surcharge. The U.S. Government reserves the right to make payment by purchase card. All purchase card surcharges will be identified as a separate entry on each invoice. The Government will reimburse administrative surcharges for the lesser of actual fees or 5% for non-priced items only. Applicable purchase card surcharges shall be included in the quoted prices for pre-priced items.

6) If items are made available free of charge or at less than the quoted price by the Government, host nation, or port authority, only mobilization/demobilization charges, not to exceed the quoted unit price, may be charged. If, for any reason, an item that would otherwise be provided by the Host Nation, Government, or port authority is not available, that item shall be provided by the HSP at the unit price quoted in Attachment 2.

C. PRICING SPREADSHEETS

Pricing spreadsheets are provided by Region as an attachment to this solicitation. The Lots marked in bold print in paragraph A above will be used for price evaluation purposes.

Important Notes

1) Pricing for supplies and services for all countries will be expressed in U.S. dollars and shall be billed in the units of the respective LINE ITEMs.

2) Definitions for the "Unit" abbreviations are as follows:

CM = Cubic Meter

DY = Day (refers to a 24-hour period beginning at start of service unless stated otherwise)
EA = Each
GL = Gallon
HR = Hour
JB = Job
LOT (LT) = A lot (LT) is a deliverable item or group of items with a separate and distinct unit price.
MT = Metric Ton
NSP = Not Separately Priced
PK = Package
PT = Port Tariff
TBD = To Be Determined

3) The Line Item Numbers consist of four numeric digits. XX replacement of any numeric digits make the descriptor generic and applicable to all LINE ITEMs in that series.

4) For pricing sheets identifying "All Other Ports" (AOP) or "All Ports" (AP), prices will be required, if not identified otherwise. Each price shall be a single, per-unit price for the specified supply or service that will apply to any of the ports included in the lot.

5) Historical port visit data for FY07, FY08, and FY09 (partial) has been provided as Attachment (3).

D. Definitions

Barge = Flat-bottomed displacement ships used for carrying or storing cargo, for separation between vessels and other structures, or as a work platform. Barges may or may not be self-propelled.

DESCRIPTION OF CONTRACTUAL SCOPE

This contract is for the provision of maritime husbanding support. It is not for husbanding agency. The holder of this contract is a U.S. Navy contractor. The holder of this contract is not an agent of the U.S. Navy and does not have the authority to bind the U.S. Navy.

Maritime Husbanding Support is defined as: Providing supplies and services as defined in the Performance Work Statement of the contract in support of Naval forces within a port area.

i. This support is provided by a Husbanding Services provider from a standard list of services under contract.
ii. For "Exceptions" items not supported by existing supply chains: e.g. fuel, subsistence, etc.
iii. Includes "Non-Priced" incidentals that cannot be identified in advance, but are in the scope of the contract.

1. The contract is for performance of Maritime Husbanding Support services at any berthing or anchoring location specified in the Attachment 2 schedules except ports in China outside Hong Kong. Ordering officers of the United States Coast Guard (USCG) ships, United States Navy (USN) ships, Military Sealift Command (MSC) ships, U.S. Army vessels/ships operating in the Western Pacific and Indian Ocean are authorized to use this contract. The contract may also be used to support other U.S. Government organizations (e.g., National Oceanic and Atmospheric Administration (NOAA)) that may require maritime husbanding support services.

For purposes of this paragraph, a U.S. Navy ship is any naval vessel, craft, ship, or service craft included within the scope of subparagraphs 2 and 4 of Article 0406, United States Navy Regulations, 1990. Ship size classifications that are used in the price schedules are listed as an attachment.

2. Husbanding services requirements that may be received by NAVSUP Fleet Logistics Center Yokosuka, Site Singapore from the other activities identified in paragraph 1 above are within the scope of this contract.

3. This is a Firm-Fixed-Price Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract for husbanding logistics services, services in support of Operations Other Than War (OOTW), and maritime husbanding support to Government teams visiting ports in connection with a ship visit. These service requirements are and defined in the Performance Work Statements (PWS). The "minimum" and "maximum" to be established per FAR Clause 52.216-22 are as follows:

Region	Minimum Quantity ($)	Maximum Quantity ($ Base and all option years)
Region 1, South Asia	$100,000	Sum of CLINs 0002, 1001, 2001, 3001, and 4001
Region 2, Southeast Asia	$100,000	Sum of CLINs 0003, 1002, 2002, 3002, and 4002
Region 3, Australia/Pacific Islands	$100,000	Sum of CLINs 0004, 1003, 2003, 3003, and 4003
Region 4, East Asia	$100,000	Sum of CLINs 0005, 1004, 2004, 3004, and 4004

The minimum contract dollar quantities per contract are for each contract as a whole and there are not separate additional contract dollar quantities for the option periods and/or individual LINE ITEMs.

4. The HS Contractor agrees to furnish the services or supplies at the fixed price listed in the schedules.

5. This contract is for a period of twelve (12) months, effective 30 days after award of the contract, with four (4) one-year options. The contract also includes the clause entitled FAR 52.217-9 Option to extend the Term of the Contract. If all options are exercised under FAR 52.217-9, the duration of this contract is 66 months.

6. The contract will not start for the following countries until the option expires under existing contracts:

Contract becomes effective on 1 Jun 2011 for South Korea.

7. In the event of contingencies in the open ocean such as submarine rescue, the Contracting Officer may issue an order to the contractor that is awarded the husbanding logistics contract in the nearest country in which there is capability to satisfy the requirement.

8. The contract will include the clause entitled FAR 52.237-7023 (Class deviation 2009-00010) Continuation of Essential Contractor Services. Contractors providing services designated as essential contractor services by a DoD component are expected to use their best efforts to continue providing such services, in accordance with the terms and conditions of their contracts even during periods of crisis.

9. For lots identified as "All other Ports" or "All Ports", the geographic scope of the lot, for Purposes of Lot Line Item XX21, OOTW is the entire country listed in the lot. The geographic scope of the lot, for all Lot Line Items other than XX21, is the port locations listed in each lot of the Attachment 2 schedules.

10. Incidentals within the scope of this contract may be classified within one of the following categories:
- Charter and Hire
- Utilities
- Anti-terrorism Force Protection
- Communications
- Transportation
- Lodging
- Port Handling Services
- Other Port Services (Reception Supplies and Services)

- Administrative Supplies

Performance Work Statement (PWS) for Husbanding Services

A. GENERAL OVERVIEW

1. OBJECTIVE

The primary objective of this contract is to obtain Maritime Husbanding Support for U.S. Navy ships and other Government teams supporting ship visits at the locations specified in the Attachment 2 schedules. In addition, the contract may be used to support Operations Other Than War (OOTW) in a respective Region.

2. SCOPE

a. The general scope of this contract and its general conditions are described above. This section provides the detailed Performance Work Statement (PWS) descriptions for applicable Line Items.

b. General Requirements

i. The HS Contractor shall provide timely delivery of quality goods and services at fair and reasonable prices to ships making port visits;

ii. The HS Contractor shall provide timely delivery of supplies and services conforming to this PWS.

iii. The HS Contractor shall assure that supplies and services arranged on behalf of the ship's Supply Officer (SUPPO) or authorized ordering officer conform to the general requirements of the contract and shall assist the SUPPO or authorized ordering officer with resolving any problems in meeting the requirements.

iv. The HS Contractor shall identify representatives to act as the principal points of contact between the HS Contractor and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore representatives concerning price and performance issues throughout the Region. These individuals shall facilitate communications among ships, Defense Attaché Offices (DAO), Port Services Officers and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore.

v. The HS Contractor shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the U.S. Government.

vi. The HS Contractor shall ensure that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

vii. The HS Contractor shall ensure that subcontractors comply with these requirements.

3. PRICING

a. Except for Port Tariffs, To Be Determined (TBD), and Not Separately Priced (NSP) items, unit prices for all contract items described below shall be inclusive of all other costs including, but not limited to, all necessary equipment, licensed operators, liability insurance as required by local law, holiday and overtime costs, customs clearances, fuel and operating expenses. In those cases where prices are by Ship Class, Attachment # 1 applies. All contract prices are in U.S. Dollars (US$). All taxes and surcharges are included in the unit cost.

b. Fixed prices are required in the pricing schedule except for Port Tariffs, TBD items, or Not Separately Priced (NSP) items. Unless otherwise provided, these prices shall also include performance at night, in overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, or service to tankers and ships

carrying explosives. They also include all operating expenses including, but not limited to, tugs, barges, trucks, personnel, and customs clearances.

c. The pricing for all services requiring the use of transportation type conveyances (i.e., trucks, barges for LINE ITEMs for trash removal, CHT removal, potable water, landing barges, oily waste removal, etc) shall include the use of the equipment as required to complete the service in the statement of work without any additional charges for detention or demurrage.

d. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate LINE ITEM in the Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

e. All pre-positioning or pre-staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

f. Repositioning is defined as: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions. Where a ship is at anchorage and the Ordering Activity requests repositioning of equipment, the HS Contractor shall be entitled to additional fees for repositioning to be determined by use of:

a. Priced sub lot line items, or

b. Prior agreement of the Ordering Officer in cases where the total repositioning costs do not exceed $25,000

c. Prior agreement of the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer in cases where the total repositioning costs exceed $25,000.

In the case of (c) above, the repositioning cost shall be reported and confirmed using the online pricing application procedures described in Attachment 8.

g. When the HS Contractor obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list (e.g. port tariff), then the HS Contractor shall be reimbursed for the published price of the item. The HS Contractor shall not be paid an amount in addition to the published price of the item. A copy of the published price list (e.g. port tariff) shall be provided to the Supply Officer at the time of initial boarding and to the FISC Yokosuka email address specified at the time of contract award for each region with the pre-arrival cost estimate.

h. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and/or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged. For the purposes of this contract, one (1) day is equal to 24 hours and begins with the performance of service. For example, service from 1800 until 1800 the next calendar day is equal to one (1) day of service. In cases where the billing unit is ‘day’ and a full day of service is not used by the Ordering Activity, the HS Contractor shall be entitled to bill for one day of service. For example, if a sub lot line item with a billing unit of day were ordered and used for 30 hours, the HS Contractor would be entitled to bill for two days of service. In cases where the ship does not arrive at the time specified in the ordering LOGREQ and services are made available based upon the time requested in the ordering LOGREQ, billing for services may commence at the time requested by the Government unless notice of cancellation is provided by the Ordering Activity or the organization authorized to pass this information on behalf of the Ordering Activity.

i. Demurrage charges shall only be charged if the HS Contractor’s service is unduly delayed due to the fault of the U.S. Government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but, due to the fault of the government, was not attended to until 1500 hrs when pumping begins. The HS Contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs).

j. Port Tariffs will apply to those services that are based on the Port Tariff rates established and controlled by the Port Authorities. The abbreviation "PT" in the pricing schedule identifies the port tariff items that the HS Contractor is not required to price.

k. Fees for husbanding services cover regular and overtime labor of HS Contractor personnel supporting the ships plus all indirect expenses, including all management, overhead and office expenses. The husbanding fees also include costs for arranging supplies and services described herein, costs associated with attendance at periodic meetings with the exception of travel expenses described in this paragraph. The husbanding fees represent total compensation for the HS Contractor except for supplies and services with fixed prices or incidentals. Travel expenses incurred by the HS Contractor in support of a LRT or advance ship detachment will be reimbursed based upon actual receipts and in accordance with the JTR guidelines. Travel expenses will be reimbursed upon presentation of documentation to the ordering activity. Any air transportation will be reimbursed at the economy class fare.

l. OOTW will constitute a fixed fee based on a daily rate (per HS Contractor person providing support) for "husbanding" the OOTW effort/logistical support.

m. The U.S. Government reserves the right to make payment by purchase card.

n. The services at anchorage shall be provided at all anchorage points assigned by the local port authority.

o. As part of the husbanding service provider's proposal, a purchasing process and system for pricing items along with an Online Pricing Application(see Attachment 8 for the PWS for the Online Pricing Application requirements) was proposed and accepted by the Government which included sufficient safeguards so that the Contracting Officer or Authorized Government Representative may determine the prices as fair and reasonable. Pricing of supplies and services for items not pre-priced within a lot line item (e.g., incidentals, OOTW supplies or services, fuel, and provisions) shall be in accordance with the husbanding service contractor's proposed purchasing/pricing process (implemented by the online pricing application) that was accepted by the Government upon contract award.

p. The HS Contractor will be fully compensated for all services including pre-priced, port tariff, TBD, fuel, provisions, and incidentals. Port tariff items will be reimbursed at actual cost. Provisions (XX17) and fuel (XX18) shall also be invoiced and reimbursed at actual cost. Any HS Contractor fee for acquiring and arranging for these items shall be included in the corresponding Line Items XX17AA (for provisions) and XX18AA (for fuel).

q. Several Lot Line Item services are based on volume (e.g. trash removal, CHT, potable water, and oily waste removal). Volume-based services shall be priced at the same unit price specified in the Attachment 2 schedules, regardless of the class of vessel requiring the services. For example, a class V vessel requiring 1000 CM of CHT removal would be charged the same unit price as a class II vessel requiring 100 CM of CHT removal.

4. QUALITY

a. The HS Contractor shall provide the timely delivery of goods and services at fair and reasonable prices to ships making port visits, provide continuous oversight of costs and performance throughout the area covered by this contract, and make meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. The HS Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning price performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Operations Officers, and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore. The contract will not specify how the HS Contractor is to perform, but measurable performance standards are established in the Quality Assurance Surveillance Plan (QASP) to monitor contract performance during each ship's visit.

b. The quality of all services or supplies provided shall conform at least to commercial standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

c. The performance standards are explained in the Quality Assurance Surveillance Plan (QASP), Attachment 10. The performance standards are:

i. Timely submission of pre-arrival cost estimates (described para.5 (a) below) NLT 48 hours after receipt of the ordering logisitics requirement (LOGREQ) message. In the event that the LOGREQ is received after 48 hours prior to the ship's arrival, the pre-arrival cost estimate shall be provided as soon as practicable, but in no case later than 48 hours after receipt of the ordering LOGREQ;

ii. Timely submission of Logistics Support Services Repository (LogSSR) cost report within seven (7) calendar days from the completion of the ship's visit;

iii. Accuracy of the actual (final) LogSSR report and pre-arrival cost estimate;

iv. Ship's satisfaction with the contractor's services during the port visit as identified in the ship's port visit cost report; and

v. Adherence to the pricing process proposed and accepted by the Government for non-priced items and timely submission of all information and documentation within the Online Pricing Application.

vi. HS Contractor Suggestions for cost savings and/or cost avoidance.

d. The percentile goals are fixed for each factor within the QASP. The failure of the HS Contractor to meet the percentile goal for any factor will be investigated and evaluated by the Contracting Officer. The HS Contractor will be given the opportunity to refute an adverse assessment prior to finalizing the metric for a quarter.

5. LOGISTICS RESPONSE TEAM

In the event that a Logistics Response Team for a ship arrives in port prior to the ship's arrival, the HS Contractor will assist the logistics response team by providing logistical support and coordinating all requirements.

When the HS Contractor provides support for a Logistics Response Team so that it can perform its mission, the HS Contractor is entitled to bill at the "Subsequent Days" daily rate for husbanding services for each day of support provided "in person" to the logistics response team.

a. Pre-arrival Cost Estimate - The HS Contractor shall furnish to each ship and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore email address specified at the time of contract award for each region, a pre-arrival cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the Attachment 2 spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-priced items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff." This estimate shall be provided to the ship and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore email address specified at the time of contract award for each region within 48 hours after receipt of the LOGREQ. This report shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs. The LOGREQ, when submitted by, under authority of, or on behalf of an Ordering Activity, is an order under this contract for pre-priced items. Non-priced items ordered on the LOGREQ become orders only after prices have been determined fair and reasonable and are agreed upon by the Ordering Officer or by a NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. For non-priced items with an extended cost less than $25,000, either the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. For non-priced items with an extended cost greater than $25,000, only the

NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. Required approvals and determinations of fair and reasonable pricing by the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer (>$25,000 extended price) will be made by confirming the prices and documentation posted to the online pricing application. Approvals and fair and reasonable determinations that may be made by either the Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer (<$25,000 extended price) may be confirmed orally, in writing, or by email by the Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. Regardless of the approval method, reporting and documentation of all non-priced items other than port tariff items ordered under this contract must be made using the online pricing application. Orders placed by a LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

b. The LOGREQ cost estimate does not replace the HS Contractor's requirement to respond (i.e., info addressees on responses to the Ordering Officer) to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U.S. Defense Attaché's Office.

c. The HS Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

d. The HS Contractor shall coordinate with other U.S. Government Contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

e. The HS Contractor shall assist the ship's Logistics Response Team to include planning and coordination meetings.

f. Travel expenses incurred by the HS Contractor in support of a LRT or advance ship detachment will be reimbursed based upon actual receipts and in accordance with the JTR guidelines. Travel expenses will be reimbursed upon presentation of documentation to the ordering activity. Any air transportation will be reimbursed at the economy class fare.

6. SHIPS'S (LOGREQ) LOGISTIC REQUIREMENTS

U.S. Navy ships and/or NAVSUP Fleet Logistics Center Yokosuka (or its sites) Logistic Support Representative (LSR) or other activity authorized to pass LOGREQ requirements on behalf of Ordering Officers will provide, via e-mail, a copy of the unclassified "logistics requirements" (LOGREQ) message directly to the husbanding HS Contractor as described under "ISSUANCE OF ORDER" in Contract Terms and Conditions – Commercial Items (FAR 52.212-4 Addendum). This LOGREQ will contain the majority of supplies and services required by the ship, and will represent the order, for pre-priced items, upon which the HS Contractor shall begin performance.

a. A ship, an activity authorized to pass a LOGREQ on behalf of the ship (i.e. Port Service Office or DAO), or an authorized ordering activity may notify the HS Contractor of a forthcoming visit requiring husbanding services. Upon notification of a visit, the HS Contractor shall make such preliminary arrangements as necessary with port authorities, other U.S. Government Contractors, and other commercial firms to provide supplies and services requested by the ship. The HS Contractor shall confirm receipt of the ordering LOGREQ (to the activity who provides the LOGREQ to the HS Contractor) within 24 hours. Confirmation of receipt may be made by email to the activity passing the LOGREQ to the HS Contractor.

b. Ships will not provide force protection requirements in unclassified LOGREQ messages. The force protection requirements are specified in a classified LOGREQ issued by the ship to U.S. Government activities. The activity to which this message is addressed will contact the Contractor and pass the ship's force protection requirements for action. The HS Contractor shall confirm with the ship that these force protection requirements received have been actually ordered by the ship prior to beginning performance. The ship's Supply Officer (SUPPO) or Commanding Officer may also request additional force protection requirements not covered by the classified LOGREQ by email, telephone, or personally upon ship's arrival. The HS Contractor shall coordinate with the SUPPO before providing any additional force protection. If

any other activity or individual orders force protection services (i.e. NCIS, etc) not covered in the ship's classified LOGREQ, the HS Contractor is required to immediately inform the ship and receive confirmation prior to beginning performance of these services. Organizations such as NCIS and DAO are not the actual Ordering Officer and have no contractual authority to place orders. Only the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer has the authority to confirm or change an order.

c. LOGREQ Pre-arrival Cost Estimate. The HS Contractor shall provide each ship or ordering activity an estimate in response to an LOGREQ message issued to the HS Contractor by any method identified under "OC-7 ISSUANCE OF ORDER" clause. The pre-arrival cost estimate shall be submitted in accordance with Attachment (8)-PWS Cost reporting. The LOGREQ message is not an order for non-priced items until priced by the contractor and confirmed by an authorized ordering officer. The requirements shall be provided to the HS Contractor by ships, activities and individuals identified in the contract. This estimate shall be sent within 48 hours after receipt of the LOGREQ message and will explain any anticipated "additional" costs and include cost savings or avoidance recommendations. In a situation where the HS Contractor receives a LOGREQ message with less than 48 hours prior to the arrival of the ship, the HS Contractor shall make every effort possible to provide the required documentation and price estimate prior to the ship's arrival, but in no event later than 48 hours after receipt of the LOGREQ message.

7. INITIAL BOARDING

a. The HS Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival. Upon initial boarding the HS Contractor shall provide all emergency telephone numbers, i.e. police, hospitals, firefighters, etc. In addition, the HS Contractor is required to provide the emergency telephone numbers for shipboard generated industrial waste (SGIW) disposal and hazardous material (HAZMAT) and oil spill response and reporting procedures to all ships upon initial boarding or in a LOGREQ reply. The HS Contractor shall visit the ship at least once per day and shall be available on call at all times (24 hours per day, seven days per week) to assist the ship with requirements and to resolve problems.

b. The HS Contractor shall brief the designated ship representative about Contractor-provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HS Contractor shall provide its POC information with 24-hour contact phone numbers.

c. The HS Contractor shall provide the SUPPO with copies of applicable port tariffs and current prices for frequently ordered services, and with any other information provided by NAVSUP Fleet Logistics Center Yokosuka, Site Singapore for distribution. Copies of applicable port tariffs and current prices for services shall be in English. The HS Contractor shall be prepared to take additional ships' orders for supplies or services not placed in the ordering LOGREQ. All orders placed after the ship's arrival shall be reported and prices confirmed (if non-priced items) using the LogSSR reporting requirements and online pricing application procedures described in Attachment 8.

8. POINT OF CONTACT

a. Based upon the ship's orders, the HS Contractor shall ensure the timely filling of all ship's requirements. The HS Contractor shall designate at least one senior company official to be the Point of Contact (POC) under this contract for logistic and contractual support. The POC shall be fully fluent in English. The HS Contractor is required to designate the POC at the time of contract award.

b. All HS Contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port. All correspondence shall be in English. All electronic communication between visiting vessels and the HS Contractor shall be copied to the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer and Logistic Support Representative emails specified at the time of contract award.

The HS Contractor is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered by the Supply Officer from the HS Contractor.

9. ORDERING SUPPLIES AND SERVICES & PROVIDING GENERAL ASSISTANCE

The ship(s) will submit LOGREQs that include requests for a variety of services and supplies. The first obligation of the HS Contractor is to verify if any of the requested services and supplies can be provided free of charge by the host nation.

If services and supplies are not available free of charge from the host nation, they must be provided if within the scope of this contract. The Contracting Officer will be notified if there is a question regarding the scope of the contract. If these services and supplies are not priced in the contract, or if these services and supplies are available under other U.S. Government contracts, the following applies:

a. Passing Requirements to other U.S. Government Contractors: The HS Contractor shall coordinate and pass orders, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts (e.g., Prime Vendor or Defense Energy Supply Center (DESC)) for various supplies and services required. This husbanding service includes all necessary actions to facilitate the acceptance of supplies or services rendered under U.S. Government contracts. Any disputes or discrepancies arising from the order will be resolved directly between the SUPPO and the other Contractor(s). The HS Contractor shall also facilitate any necessary force protection vetting requirements so that other U.S. Government contractors can perform their contractual requirements.

b. The U.S. Government will not pay the HS Contractor for any personal requests from individual crewmembers, whether military or civilian.

c. The HS Contractor shall install all ordered equipment upon the ship's arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

d. Money Exchange Services: The HS Contractor shall arrange for authorized moneychangers to exchange U.S. dollars for ship personnel into local currency. Money Exchange services shall be made available onboard ship to crewmembers at least two hours daily with buy-back service on the day before the ship's departure. The moneychangers may include a commission of not more than plus or minus 1.5% difference from the Official Exchange Rate. A locally-available and verifiable currency exchange rate may be used as the Official Exchange Rate. Verification of the exchange rate shall be provided to the Ordering Activity at the time of service. The HS Contractor shall maintain adequate records justifying its basis for determining the Official Exchange Rate and shall make those records available to the U.S. Government upon request. This Official Exchange Rate will be used for financial conversions not covered by payments in U.S. dollars.

e. Laundry Services: The HS Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Laundry and dry cleaning services that are required by the ship from the laundry and dry cleaning vendor will be ordered from the vendor by the ship. Payment for services will be made by the ship to the vendor rather than through the HS Contractor. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure. The HS Contractor shall assist in resolving vendor billing discrepancies.

f. Interpreter Services: The HS Contractor shall provide interpreter services to assist the Supply Officer to assure timely delivery and performance of the supplies and services ordered by the Supply Officer under this contract. This limited set of interpreter services is required under the Management Services LINE ITEM and is separate from the interpreter services required under LINE ITEM XX07AM.

g. Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

h. Morale Welfare and Recreation (MWR) Services: The HS Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) Contractor servicing the ship. If an ITT contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If there is an ITT contract, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship. In the absence of an MWR contract, the HS Contractor shall provide advance information on all recreational/liberty activities available in local area. Information (with associated costs) shall include, but is not limited to, sightseeing tours, entertainment, sporting events, transportation, lodging and visitor tips. The HS Contractor shall coordinate all recreational/liberty requirements communicated by the ship. The HS Contractor shall disseminate information on the full scope of recreational/liberty opportunities, sightseeing tours, entertainment, sporting events, local area transportation and lodging. The HS Contractor shall plan, coordinate and assist as necessary, in port requests for entertainment, athletic competitions, sightseeing tours and unit parties/picnics.

i. Immigration, Customs and Visa: The HS Contractor shall assist ship personnel with immigration, customs and visa requirements into the country of the port visit.

j. Medical Emergencies: If requested, the HS Contractor may be required to make arrangements for emergency medical treatment of ship's crewmembers while the ship is in port. In cases where a member is airlifted into a port by the ship, the HS Contractor, in coordination with the U.S. Consulate/Embassy, will arrange for proper medical care until the member can be returned to the ship, or evacuated to the United States. If there are costs associated with arranging these services, the HS Contractor shall obtain approval from the SUPPO/Contracting Officer prior to providing the support.

k. The HS Contractor shall facilitate the ship's timely departure. The HS Contractor shall provide timely invoices of provided services and supplies to the Supply Officer at the time of the pre-sailing visit. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided. The HS Contractor shall remove all provided equipment.

l. Pre-Sailing Visit: The HS Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the HS Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. Written receipt for acceptance of all services shall be obtained during this visit. The Ordering Activity shall provide a check or DD1155 for all finalized invoices prior to departure where the content of the invoice is not disputed. The HS Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The HS Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The HS Contractor's point of contact for this information shall be the Commanding Officer, Command Duty Officer, Operations Officer, or the Officer of the Deck.

10. UNIQUE / PARTICULAR SITUATIONS

a. Assisting two ships: If a ship, not in port, requests assistance from the HS Contractor, the ship will pay the husbanding services subsequent days' fee. However, if at the same time, using the same helo or other transport, the HS Contractor provides service to two ships (e.g. delivery of fresh fruits and vegetables (FFV) at one time for two ships using the same helo), the HS Contractor is entitled to bill for only one subsequent day.

b. Under Class I size vessels (based on the number of personnel): If two small vessels, under the size of Class I, IA or IB come into the port together, submit consolidated requirements, and have approximately the same schedule, the HS Contractor will only charge for one Class I, IA, or IB vessel vice two. However, if only one such vessel comes into port, the HS Contractor will charge full Class I rates.

c. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within 3 days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back on Saturday, Sunday or Monday, it will be charged subsequent day fees. If the ship comes back Tuesday, it will be charged the first day rate).

d. If a ship comes into port and does not notify the HS Contractor or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days, subject to the conditions in paragraphs (b) and (c) above.

e. Ship Repair: If ship repair is required and performed in one of the ports covered by this contract, husbanding services will be provided only if requested by the ship. U.S. Navy Ships in shipyards at locations covered by this contract may order supplies and services from this contract without the requirement to also order Management Services.

f. The HS Contractor is required to be able to simultaneously husband thirty (30) ships throughout the Region, including up to two (2) Class V and two (2) Class IV ships in a single port simultaneously.

g. Order of Priority of Usage: The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or, if the port-provided supplies and services are less expensive than similar services provided by the HS Contractor or its subcontractors, or finally provide it themselves to include subcontractors. Where the reasonable cost of mobilization/demobilization for U.S. Government owned equipment exceeds the quoted price of the sub lot line item it is intended to replace, the HS Contractor shall use the least cost alternative to meet the requirement. Information on availability of host nation provided services, where available, is annotated on the Attachment 2 pricing schedules. If, for any reason, an item that would otherwise be provided by the Government, host nation, or port authority is not available, that item shall be provided by the HS Contractor at the price quoted in the Attachment 2 pricing schedules.

h. MARK V High-Speed Interceptor Craft (HSIC): MARK V (HSIC) Special Operations Craft may be in port or in the vicinity for up to 90 days conducting operations. The HS Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and only one Management fee shall be charged when husbanding two MARK V vessels at the same time.

i. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The HS Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit.

j. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HS Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong SAR and Singapore.

k. Other Personnel - Other U.S. personnel conducting business at locations covered by this contract may order off the contract without incurring Management Service Fees. Support of ‘Other Personnel’ is limited to

Logistics Response Teams and ship detachments (e.g. ship's beach detachment, site survey team, advance force protection teams) in direct support of a ship visit. These orders do not involve continuous management of husbanding services and may be for items such as vehicles, phones or other services. For example these services may be ordered from the HS Contractor when hotels, transportation and rental of cellular phones are required for the personnel described above.

l. Short Notice Orders: The contractor shall perform all orders that are issued within the minimum order lead time annotated for each lot in the Attachment 2 schedules. If orders are issued with less than the required minimum order lead time prior to the start of performance, the contractor shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

m. The minimum order lead time applies to all Lot Line Items with the exception of XX21, Operations Other than War, which remain subject to the requirements stated in Attachment 9. The HS Contractor shall provide all requested services, to include mobilization of required equipment, when the Ordering LOGREQ is received from the Ordering Officer or their representative with a lead time greater than the number of days specified in the Attachment 2 schedules for the Lot location where performance is to take place.

11. LINE ITEM DESCRIPTIONS

a. LINE ITEM XX01 - HUSBANDING SERVICES (ANCHORAGE AND PIERSIDE)

The HS Contractor shall provide husbanding services to ships visiting the ports in the Region covered by this contract. Line Item XX01 requires that the HS Contractor perform all services and provide all supplies necessary to fully comply with the tasks and responsibilities described at paragraphs 1-10 above unless a task or responsibility is specifically included in a separately-priced Line Item below. The HS Contractor's responsibilities under these Line Items start prior to the arrival of the ship and continue after the ship's departure.

The price for Line Items XX01 covers all regular and overtime labor of HS Contractor's personnel supporting the ships plus indirect expenses, including all management, overhead, office expenses, and profit for performing tasks required by these Line Items.

The husbanding fee is based on the Class of the ship and broken down by the First Day and Subsequent Day of the ship visit. A husbanding fee may be provided to the HS Contractor for services rendered prior to the ship's visit, i.e. assistance to the ship's logistics response team.

b. LINE ITEM XX02 - TRASH REMOVAL

1. Trash removal service is the collection and disposal of refuse (i.e., trash) including liquid, semi-liquid, or solid garbage. Refuse does not include explosives and incendiary waste, or waste contaminated by medical and radiological processes.

2. The HS Contractor shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse. The HS Contractor shall provide dedicated refuse bins to the ship. The HS Contractor shall collect all loose refuse placed adjacent to refuse bins. The HS Contractor shall immediately clean up any spilled refuse. The HS Contractor shall properly dispose of all collected refuse.

3. For ships at pier side, the HS Contractor shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulation, or barges alongside the ship. The HS Contractor shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.

4. For ships at anchorage, the HS Contractor shall remove trash at the times agreed to by the HS Contractor and Supply Officer. The frequency of removal shall be as follows:

SHIP CLASS	DAILY FREQUENCY
I, IA, IB	1
II	2
III	3
IV and V	Continuously Via Dedicated Barge when permitted

5. For trash collection at anchorage, the trash barge shall be available 24 hours a day (where not contrary to law or port regulation) with suitable self-fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

6. For trash collection by barge, the HS Contractor shall provide trash barges/scows (with tug service if barge is not self-propelled) for ships at anchorage. The barges shall be completely empty at time of arrival at the ship. In situations where an empty barge is not available, the contractor shall provide a system to measure the volume of trash deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of the trash. All trash barges/scows shall be properly fendered to prevent damages to U.S. Government vessels. The HS Contractor shall have ready access to sufficient barges and equipment to support at least two (2) ships at anchorage simultaneously. The barge's crew shall be entirely responsible for the tending of lines and for barge's security. The movement of trash from the ship to the barge shall be performed with care by the ship's sailors and in the manner ensuring the safety of the HS Contractor's crew and barges. Any instances of unsafe practices shall be brought to the attention of the ship's Commanding Officer, to ensure that corrective and preventive action is taken.

7. In instances of bad weather or emergency where the ship must depart on short notice, the HS Contractor shall remove barges within four hours of being directed to do so by the ship. Should a vessel with a trash barge alongside experience an emergency where the ship must depart, the SUPPO will advise the HS Contractor at least four (4) hours in advance for the barge pick-up at no additional cost to the U.S. Government.

8. The HS Contractor shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The HS Contractor is also responsible to follow any environmental regulations required by each country. The HS Contractor is required to keep all disposal certificates and shall make them available to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore upon request.

9. Whether at anchor or pierside, U.S. Government personnel will dump the trash on the barges or in the containers.

10. Any spillage of refuse in the course of the removal operations shall be cleaned up immediately by the HS Contractor. Refuse containers, when used and when emptied, shall be returned to their original position with the lids (if any) replaced thereon.

11. The HS Contractor shall be paid based on the ACTUAL CUBIC METERS of trash removed. The HS Contractor shall be entitled to bill for 60 CM under sub lot line items XX02AC where the actual volume of trash removal is less than 60 CM (per order).

12. Where trash is required to be segregated, the Ordering Activity shall be required to segregate the material at the time of disposal. The HSP shall be responsible for providing separate containers for each vessel, clearly

marked with the required categories and for informing the Ordering Activity, upon arrival, that segregation is required. If the Ordering Activity does not segregate trash as required, the HSP shall inform the Ordering Activity and Logistic Support Representative (LSR) prior to departure and bill for the cost of trash segregation under Line Item XX20, Incidentals within 48 hours after the vessel's departure.

c. LINE ITEM XX03 – FLEET LANDING

1. When ordered by the ship, the HS Contractor shall furnish services/supplies for the fleet landing area. The following is a list of the basic supplies and services that a ship may need. It doesn't cover all the services that may be ordered by a ship for fleet landing.

2. FLEET LANDING. HS Contractor shall provide the sub-line items specified in this Line Item and shall provide a unit price for each sub-line item. The unit price shall be per day for each item. Mobilization/demobilization charges shall be included in sub-line item price.

   The Fleet Landing LOT consists of the following:
   a. One (1), 40-feet refrigerator unit or two, 20-feet refrigerator units, with required power to operate the units.
   b. PORTABLE TOILET UNIT SERVICES. The unit price shall be for a single commode and one (1) urinal. The daily rate shall include pumping and cleaning as many times as necessary to ensure clean, sanitary condition and providing all chemicals, cleaning products and toilet paper. The HS Contractor shall check toilet facilities at least every six (6) hours to ensure cleanliness.
   c. PORTABLE ELECTRIC GENERATORS. The HS Contractor shall provide a portable, gasoline powered, electric generator capable of supplying power to portable lighting and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). Generator shall be at least 5KW with circuit breaker protector. Daily rate includes fuel, oil, and necessary consumables to operate the generator, transportation, set-up, dismantling and labor.
   d. Chairs (each per day)
   e. Long tables - approximately 2 meters in length (each per day)

   Any other supplies, services or quantities of supplies and services other than those listed above shall be provided in accordance with the procedures set forth in LINE ITEM XX20.

d. LINE ITEM XX04 – BROW SERVICES

1. Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The HS Contractor shall provide the brows specified in the schedule as ordered by the ship. A range of brow sizes is provided in each of the sub lot line items of lot line item XX04. All brows provided by port authorities, host nation, or US Government shall be billed at cost as port tariff items. Mobilization, demobilization, setup and placement shall be included in the proposed unit price of all XX04 sub lot line items. In cases where brows are provided by port authorities, host nation, or US Government free of charge, at reduced cost, or for mobilization/demobilization costs only; these costs will be reimbursed without additional fees or markup.

2. Due to the height difference between the submarine deck and pier, the HS Contractor provided submarine brow (must afford personnel a smooth and safe transit when entering or exiting the submarine deck. The submarine brow must be capable of supporting shore power cables without damaging the cable.

3. Brows shall be provided free of charge by Royal Navy Liaison Office (RNLO) in Sembawang port for ships berthed at piers 5, 6 , and 7.

4. The HS Contractor shall be entitled to bill for 4 hours of usage under this line item when actual usage is less than 4 hours (per order). Billing for brows shall be calculated up until the scheduled time of departure.

Discrepancies, if any, between the number of hours billed at the pre-sailing visit and the actual number of hours used shall be invoiced and paid in accordance with the procedures in OC-1, Invoices and Payments, and the PWS paragraph 9.l. The order of priority of usage in paragraph 10.g. applies.

5. Mobile Crane Services

The HS Contractor shall provide mobile crane services (shore crane) with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each mobile crane ordered.

Crane services under this Line Item are for land cranes only. Floating cranes are to be provided and billed under Line Item XX20 procedures if required.

6. Forklift Services

The HS Contractor shall provide forklift services with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. Upon the Supply Officer's request, the HS Contractor shall provide information concerning forklift/lifting capacity. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered.

e. LINE ITEM XX05 – SHIP MOVEMENT SERVICES

1. The HS Contractor shall arrange pilots, tugs, and line handlers as ordered. The HS Contractor shall coordinate with port authorities, as necessary, to ensure that the services are available at the times requested. It should be noted that the port authority or other authorized sources provide these services, and are, therefore, to be priced in accordance with current tariff rates.

2. The HS Contractor shall provide tugs to bring ships to and from berthing locations. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

3. Only if pilots, tugs, or line handlers are not available through the port authority, the HS Contractor shall use commercially available sources and priced in accordance with the unit quantities indentified in the pricing schedule (LINE ITEM XX05AA, XX05AC, XX05AD and XX05AG).

f. LINE ITEM XX06 – WATER FERRY/TAXI SERVICES

1. The HS Contractor shall provide water taxis to transfer ship personnel to and from the ship and the fleet landing in accordance with Attachment 16 - Water Taxi Specifications. At the commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule. The HS Contractor shall provide water taxi service when the vessel is expected to be at anchorage for twenty-four (24) hours or more. Water taxi service shall be always available, with the exception of inclement weather, during the two (2) one-hour meal breaks and during refueling. At the commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule.

2. The hourly rate for taxi water service shall include a minimum of two (2) qualified operators (a driver and one other operator), any other helpers or crew members required by local authorities, all insurance, fuel, holiday

surcharges, overtime, and other operating expenses. Operator qualifications are set forth in paragraph (16) below.

3. Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the ship. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection. The HS Contractor shall be entitled to a six (6) hour minimum rental fee in cases where actual usage is less than 6 hours (per order).

4. Deleted

5. If the HS Contractor cannot provide the size of water taxi ordered, the HS Contractor shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event the ship will be charged for the size of the water taxi ordered. For example, if one (1) 250-pax water taxi is ordered and is not available, then two (2) 125-pax water taxis shall be provided for the rate of one (1) 250-pax water taxi if acceptable to the Ordering Officer.

6. The HS Contractor shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the port or the country in which the port is located. Apart from compliance with local laws and regulations, the HS Contractor shall meet all additional requirements as set forth throughout the PWS. Water taxi shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, and fitted for service required. Further, water taxi shall be in a clean condition when presented for service and shall be free of debris. The water taxi shall be sufficiently clean so as not to soil passengers, their clothing, or possessions with dirt, grease, oil, or other matter. If the water taxi does not meet the requirements of this paragraph as determined by the Ordering Officer, the U.S. Government shall have the right to reject the water taxi for performance of services.

7. The HS Contractor shall ensure that all water taxis are fully licensed, registered, and insured, including adequate liability insurance, in accordance with local laws and regulations.

8. Each water taxi shall be equipped with at least one clean and serviceable life jacket for each passenger and crewmember, and all jackets shall be stowed in a readily accessible place.

9. Except as otherwise specified herein, the service shall include all equipment needed to transport personnel between the vessel anchored in the outer harbor, or in the inner harbor, fleet landing, or any designated pier or berth within the port. If it becomes necessary to change the landing point of the water taxi (pier or berth) within the port, the HS Contractor shall dock at the new landing point. In the event this occurs, it will be considered to be a "Change" to the contract. Any entitlement to and any amounts of additional or reduced charges shall be determined pursuant to the clause entitled "Changes" that is part of Contract Terms and Conditions – Commercial Items (FAR52.212-4)".

10. All water taxis used by the HS Contractor shall provide overhead covering.

11. Before the commencement of any services under this contract, the HS Contractor shall make the water taxi available to the Ordering Vessel's Commanding Officer or designated representative for inspection.

12. The following information shall be conspicuously posted in English and the language of the country in which the port is located:

    a. Current operator's/captain's license.
    b. Passenger/weight capacity limits notice.
    c. Location of life jackets and other life saving equipment.

d. Location of all exits indicated in large letters.
e. Emergency procedures.

13. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

14. 'Adverse weather' conditions are weather conditions in which operations of water taxis are unsafe for passengers and shall be determined by the Commanding Officer, Command Duty Officer, Operations Officer, Officer of the Deck, or local port authority. Operation of the water taxi shall be in a safe and seaworthy manner. Operation of water taxis is not allowed under adverse weather conditions.

15. The consumption of alcoholic beverages shall not be permitted aboard the water taxi.

16. Operator Qualifications: All personnel or employees of the HS Contractor operating water taxis, shall have all certification required and issued by the law of the country in which the port is located for the operation of the type, class, or size of water taxi being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the water taxis are to be operated to ensure the water taxis are operated in a safe and seaworthy manner. At least one operator on each boat must speak English. The HS Contractor is required to provide a minimum of two (2) qualified operators for each water taxi at all times.

17. Security: During the term of this contract, the ship(s) to be serviced will provide adequate and sufficient security personnel for maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the ship's Commanding Officer or designated representative. When such naval personnel are embarked in a HS Contractor-operated water taxi, he will be responsible for the good order and discipline of naval personnel.
18. In the event of a water taxi breakdown, immediately prior to, or during a trip, the HS Contractor shall immediately provide a replacement water taxi that complies in all respects with this contract, at no additional cost to the U.S. Government. If a water taxi is not operable when required under this contract, the HS Contractor shall immediately provide at no additional expense to the U.S. Government, a replacement water taxi which complies in all respects with this contract.

19. Any personal articles or items found on the water taxi after completion of each trip shall be turned over to the ship's Security Officer or his direct representative.

20. To verify a claim by the HS Contractor for any damage or destruction caused by the U.S. Government, it shall be the responsibility of the HS Contractor to ensure that the water taxi is jointly inspected before and after each trip by the HS Contractor and an authorized representative of the U.S. Government.

21. When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

22. Inspection and acceptance criteria for water taxi services. The Commanding Officer or his designated representative of the ARMY/USS/USNS/USCG ship shall inspect and accept all liberty boats/water taxis prior to transporting any personnel. Each order for liberty boat/water taxi services is made on the basis that the request is to be considered a final order/obligation of the US Government only after each water taxi has been inspected and accepted by the ship's representative. The ship's Commanding Officer is solely responsible for the safety of his crew and the subsequent acceptance of liberty boat/water taxi services. Upon ships, Commanding Officer's security personnel can inspect the water taxi's personnel. The following features or components may be inspected prior to acceptance.

    a. HULL

i. Watertight integrity of weather decks, bulkheads, watertight closures and interior hull structure.
ii. Superstructure (including masts and stacks).
iii. Railings, bulwarks and their attachment to hull, especially guardrails and lifelines.
iv. Provisions for drainage of seawater from exposed decks.

b. MACHINERY
i. Main propulsion and auxiliary machinery essential to operation of craft.
ii. Sea and bulkhead closure valves.
iii. Bilge suction strainers and dewatering systems bilge pumps to be tested by operation.
iv. Bilges free of flammable liquids.

c. ELECTRICAL
i. Cables.
ii. Navigation, deck and emergency lighting.
iii. Rotating electrical machinery, e.g., generators and motors.
iv. Storage batteries.

d. LIFESAVING EQUIPMENT
i. Life preservers sufficient number for maximum capacity of craft, accessible and in satisfactory condition.
ii. Life raft(s) and hydrostatic release (where applicable) sufficient for maximum capacity.
iii. First aid kits, life rings and distress lights.
iv. Distress signaling devices.

e. FIRE FIGHTING EQUIPMENT
i. Fire pump subject fire hose to fire pump pressure.
ii. Portable fire extinguishers.
iii. Fixed systems, e.g., CO2 cylinders

f. STEERING APPARATUS

g. MTSC SYSTEMS AND EQUIPMENT
i. Harbor charts.
ii. Ground tackle and mooring lines.
iii. Whistle/fog horn, bell.
iv. Compass.
v. Radar.
vi. 2 way radio capable of bridge to bridge communications.
vii. Current licenses.

23. In the event the U.S. Government rejects a water taxi, the U.S. Government shall not be liable for any costs the HS Contractor incurs in presenting said water taxi for inspection.

24. The HS Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for U.S. Government review and inspection.

g. LINE ITEM XX07 - GENERAL CHARTER & HIRE ITEMS

YOKOHAMA OR COMPARABLE TYPE FENDERS

1. The HS Contractor shall furnish Yokohama or comparable type fenders for all classes of ships in accordance with the Schedule of Supplies and Services. Fender size is not specified as this is a performance based service.

Fenders provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX07AC). The fenders quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee PER Yokohama or comparable type fender, and there is another SUBLINE ITEM for all costs associated with installation, and removal of one fender, as well as round trip costs associated with transport of the fender from another port, if required.

2. Rental is on a daily(24-hour) basis, per fender. Installation, removal, and transportation are charged as a "lot" per fender. The HS Contractor shall be responsible for securing the fenders to the pier.

3. The HS Contractor shall provide fenders with a minimum of two (2) mooring lines.

4. Fenders shall be provided free of charge by Royal Navy Liaison Office (RNLO) in Sembawang port to ships berthed at piers 5,6, and 7.

5. Sub lot line item XX07AH is applicable only to submarine fenders. Sub lot line item XX07AB shall be used for all other class 1 vessels. Recognizing that mobilization/demobilization costs for submarine fenders (XX07AH) vary significantly from those of other type fenders, transportation charges for submarine fenders shall not be subject to the quoted transportation charges of XX07AG. Instead, all transportation, storage, setup, mobilization and demobilization charges associated with submarine fenders (XX07AH) shall be included in the quoted price of this sub lot line item.

INTERPRETER SERVICES

The HS Contractor shall provide interpreter services when ordered. The interpreter shall be fluent in both spoken and written local language and English.

OILY WASTE REMOVAL

1. Oily Waste is defined as any liquid petroleum product mixed with wastewater and/or oil in any amounts, which, if discharged overboard, would cause or show sheen on the water. The HS Contractor shall dispose of any combination of oily waste and grey water as oily waste.

2. Oily Waste is measured by Cubic Meter (1CM = 264.2 Gallons). The HS Contractor shall submit, as an attachment to the invoices for disposal services, a document verifying the quantity collected and the name of the disposal plant where the oily waste have been or will be disposed. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from the ship.

3. The HS Contractor shall comply with the environmental requirements of each country where oily waste is disposed and shall be liable for any costs incurred as a result of the HS Contractor's failure to comply with such requirements. The HS Contractor shall keep all disposal certificates and shall make them available to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore upon request. If the ship concurs with the volume, the ship will pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped. The HS Contractor will submit a request to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore for the difference, accompanied by disposal certificates. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore will investigate and resolve the issue, and will arrange for the ship to pay any amounts determined to be due.

4. Oily Waste Removal involves the collection of Oil and Aggregate Water generated by the ships. The requiring vessel will pump this waste into HS Contractor-provided tanks or barges. The HS Contractor shall provide all equipment and facilities required to remove oily waste, including hoses and connections compatible with the ship being serviced. The HS Contractor shall provide hoses of sufficient length from equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

5. In all cases when a ship orders oily waste disposal services, the HS Contractor shall invoice and will be paid the contract schedule's minimum daily quantity of 60 CM for providing the disposal services, even if the oily waste quantity pumped and disposed that day is less than the 60 CM minimum quantity. Payments over the minimum daily quantity of 60 CM shall be for the amount of oily waste cubic meters removed at the appropriate per CM rate in the schedule. The HS Contractor shall not invoice any charge (either the daily minimum or the additional per CM rate) for ships that do not order disposal services.

6. In the event the HS Contractor subcontracts oily waste disposal, the HS Contractor shall be liable for any costs incurred as a result of the disposal operator's failure to comply with local requirements.

7. The HS Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed. The Government reserves the right to independently verify the volume of discharge using certified flow measuring devices.

8. When removal is done via barge, the HS Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

PRATIQUE/AGRICULTURAL SERVICES

The HS Contractor shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

PORT DUES

1. In some countries, the port authority or concessionaire charges port dues to the visiting ship. The port dues may be based on the length or based on the gross tonnage of the ship. Only 'FINAL' invoices will be accepted for payment.

2. Attachment (19) of the solicitation lists some of the unclassified agreements. However, this is not a complete list of all the relevant countries.

3. Clause OC-10, titled Host Country Agreements, outlines the limitation of the U.S. Government to pay for certain port dues, fees, or use fees.

4. Sub lot line items XX07AS and XX07AT are intended to provide a suitable landing area for ship's boats or water taxis, when ordered. items XX07AS and XX07AT are also intended to provide a suitable area, adjacent to the ship berth or water taxi point of debarkation, for placement and operation of the fleet landing lot items ordered under lot line item XX03. The fleet landing sub lot line items are detailed in the PWS paragraph c.2.

5. Sub lot line items XX07AQ, XX07AS, XX07AX, and XX07BA shall only be used when the port is not publicly owned/operated.

STEVEDORE SERVICES

The HS Contractor shall provide stevedores for general labor. Billing shall be at the hourly rate for worker.

BREASTING BARGES

1. The HS Contractor shall furnish camels in accordance with the Schedule of Supplies and Services. The camels shall be flat surface platforms to be placed alongside the pier and sufficiently capable of breasting the ship away from the pier or from other ships.

2. The HS Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3. The HS Contractor shall place additional fenders between the breasting barge and the ship when requested.

4. Breasting barge size is not specified as this is a performance-based service. The HS Contractor is responsible, as part of its understanding of the requirement, for determining the appropriate barge size for each combination of vessel class and berthing configurations required at each lot. Barges provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX07BF). The barges quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee for the barge, and there is another SUBLINE ITEM for all costs associated with installation, and removal of the barge, as well as round trip costs associated with transport of the barge from another port, if required.

5. Rental is on a daily (24-hour) basis, per barge. Installation, removal, and transportation are charged as a "lot" per barge.

LANDING BARGES

1. The HS Contractor shall furnish landing barges (i.e. pontoons) in accordance with the Schedule of Supplies and Services. The landing barges shall be flat surface barges for positioning at the stern or side of the vessel to serve as a loading/unloading platform for water taxi personnel or cargo; they shall not interfere with the operations of the ships' elevators or other equipment. Although landing barges are primarily used for class IV and V vessels, they may be ordered for use with any class vessel.

2. Landing barge size is not specified as this is a performance-based service. The HS Contractor is responsible, as part of its understanding of the requirement, for determining the appropriate barge size for each combination of vessel class and berthing configurations required at each lot. Barges provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX07BN). The barges quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee for the barge, and there is another SUBLINE ITEM for all costs associated with installation, and removal of the barge, as well as round trip costs associated with transport of the barge from another port, if required.

3. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

4. Rental is on a daily (24-hour) basis, per barge. Installation, removal, and transportation are charged as a "lot" per barge.

h. LINE ITEM XX08 - COLLECTION, HOLDING, AND TRANSFER (CHT)

1. The HS Contractor is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships throughout the area covered by this contract. The HS Contractor shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The HS Contractor shall be responsible for the supervision of the collection, transportation and disposal services to avoid any overflow of waste on the barge and at the pier. Services shall commence upon ship's arrival whether, at anchor or pierside. The HS Contractor shall pre-position CHT barges, when necessary, in accordance with force protection or other requirements.

2. The HS Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3. The HS Contractor shall remove sewage from the ship in HS Contractor-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

4. The HS Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT. The Government reserves the right to use its own metering device to verify measurement of sewage discharge. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from the ship.

5. The HS Contractor shall provide CHT hoses of sufficient length from HS Contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6. The HS Contractor shall properly dispose of all sewage. CHT collection, removal and disposal shall be priced based on the following conditions:

    a. (XX08AA) – CHT BY TRUCK: The husbanding HS Contractor shall provide services when the visiting ship is at pierside.

    b. (XX08AB) – CHT BY BARGE: The husbanding HS Contractor shall provide services when the visiting ship is at anchorage or the port authority has issued a directive stating that service must be performed by barge or the barge has been ordered by the ship. The HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

7. The CHT service shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the contractor shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT.

8. The HS Contractor will be guaranteed a minimum daily quantity of 60 cubic meters for providing these services even if the actual cubic meters of CHT removed is lower than 60 cubic meters. Note: 264.2 gallons = 1 CM (cubic meter).

9. The HS Contractor shall submit, as an attachment to the invoices, a document (certified by the ship's personnel) that indicates the quantity collected and the name of the disposal plant where the CHT will be disposed. The

Government reserves the right to independently verify the actual volume of CHT discharged using a certified flow measuring device.

10. The HS Contractor shall request the ship's personnel to verify all removal figures at time of CHT collection. The HS Contractor shall follow any environmental regulations required by each country. If the ship concurs with the volume, the ship will pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped or 60 cubic meters per day, whichever is greater. The HS Contractor shall submit a request to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore for the difference, accompanied by disposal certificates. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore will investigate and arrange for payment of any additional amounts that are determined to be due.

11. The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the HS Contractor's report in writing. The HS Contractor is also responsible to keep all disposal certificates and shall make them available to Contracting Officer upon request.

12. In addition, the following applies specifically to Lot 20, Hong Kong:

    The HS Contractor shall discharge all CHT collected from the ship to the Hong Kong SAR Government designated discharging location. The prices for lot line item 2008AA and 2008AB on the Attachment 2 schedules shall be understood to require all the Collection Holding Transfer Sewage Removal and Disposal services described under this Performance Work Statement paragraph 11.h. but for the actual disposal/discharge costs. The disposal/discharge costs will be separately paid as a port tariff item.

i. LINE ITEM XX09 - FRESH POTABLE WATER

Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

1. Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See Attachment #18.

2. Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

    a. These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at these websites: http://www.epa.gov/OGWDW and http://www.tdh.state.tx.us/bfds. The HS Contractor shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

    b. The HS Contractor shall provide for the delivery of fresh potable water to the ships as ordered. The HS Contractor shall be paid for the amount of water ordered by the vessel. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, CERTIFIED METERING DEVICES.

    c. Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraphs (2)(a) and (2)(b) above. If the water source does not meet the requirements of potable water, the HS Contractor shall be required to provide water from an alternate approved source at no increase in the contract price.

    d. Potable water pierside shall be delivered by pipeline if available. If pipeline is not available, potable water pierside shall be delivered by truck or barge and the ship will be charged in accordance with SUBLINE ITEM XX09AB. If a vessel is at anchorage SUBLINE ITEM XX09AC applies.

3. The HS Contractor shall be paid based on the ACTUAL METRIC TONS of potable water received on the ship. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities provided to the ship.

4. If potable water delivery is via barge, the HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position water Barges, when necessary, in accordance with Force protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

5. **BOTTLED POTABLE WATER -** The HS Contractor shall provide for the furnishing of fresh, potable water in bottles. The husbanding Contractor is responsible for ensuring that the U.S. Army Veterinary has approved the products recommended to the ship's Supply Officer. Information on how to request and obtain sanitary inspection is provided as Attachment #17. The minimum order quantity for this line item is 100 liters.

j. LINE ITEM XX10 – SHIP'S UTILITY SERVICES

OIL BOOMS

The HS Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom. Billing for LINE ITEMs XX10AA and XX10AB shall be per meter. For example, a 300-meter oil boom would be billed at 300 meters per day.

Oil Booms are intended to act as a precautionary measure in case of inadvertent leakage from equipment otherwise in sound operating equipment. Oil booms are also intended to mitigate the environmental damages that may otherwise result from inadvertent leakage. The HS Contractor shall notify the Ordering Activity, upon receipt of a LOGREQ request, if deployment of an oil boom at the proposed mooring location is contrary to host nation or port authority regulation so that the order for the oil boom service can be cancelled. Cleanup and disposal of oil is a port authority function. If the HSP incurs charges for these services, they shall be billed as port tariff items on a reimbursable basis.

SHORE POWER (INCLUDES CABLES, CONNECTION, FUEL, AND OPERATORS) 450-480V, 60 HZ

The HS Contractor shall provide shore power to the ship using a port-provided, permanent connection system or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels. The HS Contractor shall provide all cables and make all power connections between the generator and ship. The availability of shore power shall be in accordance with the schedule established by the ship.

Sub Lot Line Items XX10AC, XX10AD, and XX10AE are to be used only if/when shore power provided by port authorities is, for any reason, not available or inadequate.

SHORE STEAM

The HS Contractor shall provide shore steam to the ship. This sub lot line item is performance-based. Shore steam provided to the ship may be provided by any means (boiler or generator) so long as the pressure of steam delivered to the vessel is approximately 100 PSI (standard commercial pressure) and of acceptable quality for the vessel. Pricing for provision of shore steam shall be on a TBD basis and should include the boiler or generator, fuel for the generator, mobilization/demobilization, hoses, and adapters appropriate to the vessel type, and water (where required) for the generator or boiler. This item shall be billed on a daily basis.

k. LINE ITEM XX11 – LAND TRANSPORTATION (PERSONNEL) SERVICES

1. GENERAL REQUIREMENTS :

   a. All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured (including adequate passenger liability insurance). The HS Contractor is responsible for delivering all cargo and personnel to the correct location on schedule.
   b. Deleted

   c. The HS Contractor shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government shall have the right to reject the vehicle for performance of services. The HS Contractor shall ensure that each vehicle is jointly inspected before and after a trip by the HS Contractor and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

   d. If a vehicle is not operable when required under this contract, the HS Contractor shall provide, at no additional expense to the U.S. Government, a replacement vehicle within three (3) hours that complies in all respects with this contract.

   e. All vehicles shall include drivers.

2. BUS SERVICE

   a. The HS Contractor shall provide air-conditioned bus services on an hourly rate basis and bill under LINE ITEM XX11AA. The hourly rate shall include one driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

   b. The HS Contractor shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition when presented for service and shall be free of debris. The bus shall be sufficiently clean so as not to soil passengers, their clothing or possessions with dirt, grease, oil, or other matter.

   c. In the event of a bus breakdown, the HS Contractor shall provide within two hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

   d. Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's Ordering Officer.

   e. The HS Contractor shall be responsible for ensuring that the HS Contractor and an authorized representative of the U.S. Government jointly inspect before and after a trip each bus. The U.S. Government will not consider any claim for damage to a bus, which has not been inspected.

   f. The minimum bus capacity shall be 40 passengers.

   g. A minimum daily price of four (4) continuous hours shall apply for each bus ordered less any time associated with bus breakdown or getting lost.

   h. Drivers must be familiar with the area, have an appropriate driver license, and speak English. In the event the driver is unable to speak English, the contractor shall furnish an English speaking rider on the bus.

3. VEHICLE RENTAL SERVICE

a. Vehicle Specifications, Maintenance, and Malfunctions

(i) The HS Contractor shall furnish "new" air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations.

Sedans or SUVs shall have a minimum capacity of four (4) passengers and 1600cc engine.

In the event a "new" vehicle is not available in certain countries, the contractor shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. Vehicles shall be priced on a daily rate, except as noted below. They shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full. The prices for vehicles rented are based upon an assumption that the vehicles will be returned with an empty tank of gas. Therefore ships will be charged for a full tank of gasoline at the time of rental. There shall be no surcharge applied to the commercial price of the fuel. Vehicles can be returned with any amount of gasoline. Ships shall not be responsible for returning the vehicle with a full tank of fuel, and the HS Contractor shall not be obligated to credit the ship for the remaining fuel.

(ii) The HS Contractor shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and be responsible for all emergency repairs and services.

(iii) Should any vehicle break down while in the U.S. Government's possession, the HS Contractor shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than three (3) hours later. The replacement shall take place either at the point of breakdown or at the HS Contractor's office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the HS Contractor's expense. The U.S. Government shall be credited an hourly rate, pro-rated on the daily rate, for the rental cost between breakdown and vehicle replacement.

b. Substitution of Vehicles

(i) If the HS Contractor does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the HS Contractor shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group B car is ordered but unavailable, and if no other Group B vehicle is available, the HS Contractor shall furnish a higher group vehicle at the price listed for the Group B vehicle originally ordered.
(ii) In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

c. General Description of Vehicle Types

(i) The vehicles shall meet the general description set out below:

Medium-size Sedan (Group "B"): 2 - 4 doors; 4 - 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Passenger Van (Group "M"): 9-passenger capacity; air conditioning; minimum 2000cc engine (except for Hong Kong where capacity is 7 passenger).

Cargo Van (Group "X"): 12 Cubic Meter volume capacity, air conditioning; minimum 2000cc engine.

Executive Sedan with Driver (Group "E"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan. This group requires an executive sedan and shall be provided with a driver. Drivers must be familiar with local area, and must speak English. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. No individual driver shall be required to drive more than 8 hours. Drivers must not have been driving within the previous 8 hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the daily rate, with the HS Contractor entitled to a minimum charge of 4 hours. The HS Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations by the provided driver. The daily rate shall be inclusive of the first 250 kilometers per day, all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals. The U.S. Government will reimburse the HS Contractor for additional costs in two cases: for highway tolls, and for the driver's overnight accommodation up to $120.00 or equivalent local currency, when required by U.S. Government business such as travel to another city, and upon presentation of an original invoice (using the online pricing application).

15-Passenger Buses with Driver (Group "Z"): All requirements concerning the rental of a vehicle with the driver described above in the "Executive Sedan with Driver" shall apply to this paragraph also.

d. Insurance and Liability.

(i) The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below.

(ii) The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

(iii) The HS Contractor and any Subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the HS Contractor, its subcontractors, its agents, or employees.

(iv) The HS Contractor shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The HS Contractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

(v) Paragraph (iv) shall not be construed as limiting the HS Contractor's liability to the amounts of the required minimum insurance coverage specified therein.

e. Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations.

f. Mileage and Deposit Charges. There are no mileage or deposit charges for the vehicles rented under this contract for all mileage travelled within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity's needs. The HS Contractor shall be entitled to an additional half days' rental fee

at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

g. Time Periods of Rental. Rental time shall begin once the vehicle and driver are available for use alongside the Ordering Activity. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than 8 hours straight. Drivers must not have been driving within the previous 8 hours.

l. LINE ITEM XX12 - TELEPHONE SERVICES AND COMMUNICATION EQUIPMENT

1. Landlines (LINE ITEM XX12AA): Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Installation charges shall be inclusive of all costs for installation and removal of landlines. Usage charges and port tariff fees associated with landline connections (LINE ITEM XX12AB) will be the actual charges computed in accordance with the local or national tariff.

2. Cellular Telephone Services (LINE ITEM XX12AC): Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under LINE ITEM XX28AC. The HS Contractor shall have readily available a minimum of 10 cellular telephones at a given time. Each mobile phone provided shall include an operating manual/instruction with published rates for usage. Airtime for mobile phones shall be included under LINE ITEM XX12AD. Usage charges associated with mobile phones (LINE ITEM XX12AD) will be the actual charges computed in accordance with the local or national tariff.

3. The HS Contractor shall provide pre-paid International Calling Cards for official use (LINE ITEM XX12AE).

4. SIM cards with prepaid airtime shall be provided where the ship or operating unit has mobile phones and desires only SIM cards for use in the specific port area. SIM cards provided under LINE ITEM XX28AF shall include activation of the SIM card. HS Contractors shall not be obligated to provide quantities of sub lot line item XX12AF in excess of quantities permitted by host nation law or regulation.

5. PWS paragraph 9.h. details the priority in providers to MWR support to Ordering Activities. Calling cards ordered under sub lot line item XX12AE shall be billed in the denomination of the card, adjusted to USD using the OANDA exchange rate for the date of the order as outlined in the PWS paragraph 9.f. without additional markup or fee.

m. LINE ITEM XX13, XX14 AND XX15 - FORCE PROTECTION BARRIERS/PERSONNEL/SUPPLIES

1. Heightened Vigilance: The HS Contractor shall be alert at all times in order to contribute to the protection of the ship and its crew. The HS Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The HS Contractor shall report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

2. The HS Contractor shall fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the HS Contractor shall identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the HS Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The HS Contractor shall arrange

introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

3. Contractor/Subcontractor Identification: The HS Contractor shall identify how contractor and subcontractor personnel will be recognizable to ship's personnel. This may be accomplished by a combination of picture ID, badges, uniforms, access lists, etc. The HS Contractor shall also identify how support vehicles/vessels will be marked so that they are readily identifiable to ATFP/ship's personnel.

4. See Attachments 7, 12, 13, and 14 for specific Force Protection requirements and procedures.

n. LINE ITEM XX16 – AIRPORT/CARGO & MATERIAL HANDLING (PORT HANDLING COSTS)

1. The HS Contractor shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

2. The HS Contractor shall use counter-to-counter delivery and charge by each Bill of Lading. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

3. Shipping documents shall be labeled "SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HS Contractor.

4. The HS Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel. The HS Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

5. The HS Contractor shall receive the package from the ship and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

6. The HS Contractor shall deliver the package to the ship the day of arrival in port or the following morning. The HS Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

7. The HS Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HS Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

PAINT FLOAT

The paint float shall be no less than 5M in length but, in all cases, large enough to provide a safe and stable working platform for the occupants. Scaffolding may be of any height less than 3.5M from the deck, so as to provide a working platform at least 4M from the waterline. The paint float shall be equipped with suitable self-fendering to prevent damage to the ship. The price of these fenders shall be included in the quoted price of the paint float. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. Rails shall be no less than 1M from the working platform. The working platform shall be equipped with anchor points for harnessing. The Ordering Activity shall be responsible for providing safety harnesses, for obtaining permission from local authorities prior to all work on the paint float, and for cleanup/disposal of all hazardous material generated or released outside the paint float. The HSP shall notify the Ordering Activity of local regulatory requirements concerning paint floats, assist the Ordering Activity in submitting requests and passing required documentation to the local authority where permission is required to work on

the paint float, and arrange for required cleaning of the paint float upon return. The ordering activity is responsible for securing the paint float from the time custody has been transferred to them until returned to the HSP or the ship departs, whichever is earlier.

LIGHT TRUCKS (LOT LINE ITEM XX16AB)

a. The HS Contractor shall provide covered, lockable trucks with a driver to load/off load cargo and mail. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and offloading.

b. The HS Contractor shall be responsible for security and prevent loss/damage/destruction of cargo and mail.

c. The HS Contractor shall return all items left in rental vehicles to the ship's Ordering Officer.

d. The HS Contractor shall obtain written acknowledgement of vehicle service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

e. The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cost, except where the loss or damage is cost by the willful and wanton negligence of the U.S. Government employee.

f. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than eight (8) hours. Drivers must not have been driving within the previous eight (8) hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the daily rate, with the HS Contractor entitled to a minimum charge of four (4) hours. The HS Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. The daily rate shall be inclusive of all mileage travelled within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor) , all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals.

g. The HS Contractor shall provide vehicle service with qualified drivers for official government business.

h. The HS Contractor shall provide one-way transfer vehicles with drivers to transfer cargo between a designated pick-up point and a specified destination within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity's needs. The HS Contractor shall be entitled to an additional half days' rental fee at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

i. The HS Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

j. The HS Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

k. If the unit of issue is by "Day", then the rental period shall constitutes 24 hours.

MANLIFT (WITHOUT OPERATOR)

The HS Contractor shall provide a manlift (without operator) and a full fuel tank. The HS Contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning. The HS Contractor shall conduct training on safety and operating procedures for ship personnel. The HS Contractor shall maintain documentation of ship personnel acknowledgement of the training.

o. LINE ITEM XX17 - PROVISIONS

(1) Provisions

Note: Orders for fuel and provisions are primarily ordered under other U.S. Government contracts. Use of these contracts for fuel and provisions (eg. DESC fuel contracts and DSCP-Pacific provisions contracts) is mandatory when available. If U.S. Government contracts are either unavailable or cannot make delivery within ship scheduling constraints the HS Contractor must receive prior permission from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer before providing these services to the ship, including mobilization. When requested by the ship, the HS Contractor shall pass these orders to the other U.S. Government Contractors involved. The ship's Supply Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may award contracts or purchase orders for these non-priced items to other U.S. Government contracts.

a. When requested by a ship, the husbanding HS Contractor shall assist in arranging for the timely provision of subsistence items. LINE ITEMs XX17AA through XX17AC identify the fees that will be paid the HS Contractor for arranging subsistence items. FFV shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using night soil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. Bread and Eggs must be in accordance with Attachment #11. The husbanding services HS Contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and local currency; and total price in U.S. dollars and local currency as indicated in the "INVOICING AND PAYMENT CLAUSE". (Example: 10 pounds tomatoes @ 2,50 euro/$1.00 USD per Pound = 25,00 Euro/$10.00 USD). Any delivery charges shall be shown separately. The HS Contractor shall use the conversation rate to convert Kilogram (KG) into US pounds (LB) is: 1 KG = 2.2046 LB.

b. If the total cost of FF&V and subsistence items ordered and received by a ship under this contract exceeds $10,000.00 for a port visit, the HS Contractor shall submit a report via e-mail to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the HS Contractor shall provide copies of all quotes obtained. This report is in addition to the LogSSR report.

c. The husbanding HS Contractor shall ensure that the sources recommended to the ships Supply Officer for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement.

d. Information on how to request and obtain sanitary inspection by the U.S. Government is provided as Attachment #17.

e. The HS Contractor shall retain documentation of inspection of sources recommended or selected as suppliers of subsistence items. Under no circumstances shall the HS Contractor recommend or offer for acceptance subsistence items from non-approved sources.

f. All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

g. The fee specified in sub lot line item XX17AA has a unit of issue of 'EA' (each). This fee is for the arrangement of one line item of provisions, not for a quantity of one provision. For example, if one provisions order contained ten different line items and a quantity of five for each line item, the HS Contractor would be entitled to bill under sub lot line item XX17AA for a quantity of ten with a unit of issue 'EA'.

p. LINE ITEMS XX18 - FUEL

1. Orders for fuel and provisions are primarily ordered under other U.S. Government contracts. Use of these contracts for fuel and provisions (eg. DESC fuel contracts and DSCP-Pacific provisions contracts) is mandatory when available. If U.S. Government contracts are either unavailable or cannot make delivery within ship scheduling constraints the HS Contractor must receive prior permission from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer before providing these services to the ship, including mobilization. When requested by the ship, the HS Contractor shall pass these orders to the other U.S. Government Contractors involved. The ship's Supply Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may award contracts or purchase orders for these non-priced items to other U.S. Government contracts.

2. Other procedures apply as follows:

(a) Fuel (MGO/F76)

(i) Ships may order fuel, as described in paragraph 1 above, with the assistance of the HS Contractor. The HS Contractor shall advise the Supply Officer of available bunkers, or existing fuel contracts issued by Defense Energy Support Center (DESC) or Navy Operational Logistics Support Center. If requested by the Supply Officer, the HS Contractor shall pass fuel orders to the appropriate fuel supplier, and will coordinate delivery. The DESC Overseas Ships' Bunkers Contract Bulletin SP0600-02-0013 may be accessed at http://www.desc.dla.mil/DCM/DCMPage.asp?PageID=227 . Disagreements between any DESC Contractor and the HS Contractor shall be forwarded to the DESC Contracting Officer through Logistic Supply Center Fuel Manager specified at the time of award for each region. HS Contractors who buy fuel through other than government sources when available without express authority in writing from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer do so at their own risk. If the HS Contractor is authorized to provide fuel, U.S. Government shall not reimburse the HS Contractor for more than what the U.S. Government cost through approved DESC contracts would have been unless authorized by the Contracting Officer. The HS Contractor is required to provide any security vetting for DESC contractors in order to facilitate performance.

(ii) In the event that no U.S. Government or foreign Government owned bunker is available, or no DESC or NPO available contracts meets a ship's fuel requirement, or as directed in writing by the Contracting Officer, the HS Contractor shall assist the ship in arranging the procurement of fuel. The HS Contractor shall not provide any fuel or fuel-related service e.g., fuel barge or fuel truck, without first receiving specific advance approval to do so from a NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. This fuel shall be provided in accordance with Attachment # 15. The HS Contractor shall provide a fuel barge or truck to transport fuel to the ship, if required. LINE ITEMs XX18AA through XX18AD identify the fees that will be paid the HS Contractor for arranging fuel requirements. The HS Contractor shall be liable for any costs should the fuel provider fail to properly employ oil spill booms as required by local authorities or fails to comply with any local laws or regulations relating to the provision of fuel. Fuel caught in oil booms will be properly disposed. The HS Contractor shall be liable for any costs should the fuel provider fail to employ properly oil spill booms as required by local authorities or fails to comply with any local laws or regulations relating to the provision of fuel. The HS Contractor shall deliver fuel "free on board" the ship whether at pierside or at anchor. The invoice shall indicate the unit and total price for the fuel and the price for the delivery of fuel to the ship. The contractor shall also include a statement with each invoice entry for fuel purchased from the contractor that identifies who directed it to provide the fuel and the

preliminary steps taken by the contractor to ensure that government-owned fuel or fuel from a DESC contract was not available to satisfy the ship's requirement.

(iii) Other than the price specified under LINE ITEM XX18AA Fee for Acquiring Fuel and LINE ITEM XX18AC Fuel Delivery/Other, no additional fees shall be added to the price of LINE ITEM XX18AB Fuel, TBD. The HS Contractor shall be reimbursed at cost for the TBD purchase price of fuel and for delivery without additional markup.

(iv) In recognition of the fact that fuel is sold by weight (metric tons) and by volume (gallons or liters), the HS Contractor shall ensure all United States ships are provided with a fuel invoice and the appropriate customs certification demonstrating the quantity of fuel provided in metric tons and in gallons or liters. In the event that the HS Contractor is ordered to provide fuel, all terms and conditions of the fuel provider shall be provided to the Ordering Officer in the pre-arrival cost estimate or prior to the order being finalized if the fuel services are ordered after the pre-arrival cost estimate has been provided. For example, if a ship places an order for fuel and the fuel provider has a term or condition that requires the full quantity to be pumped into the requiring vessel without return of any fuel to the provider, this condition must be disclosed to the Ordering Officer in the pre-arrival message.

(v) The HS Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier. The cost for all barge inspections will be included in the fee for LINE ITEM XX18AC.

(vi) The HS Contractor shall load the ordered fuel and transport to the ship. The HS Contractor shall transfer the fuel from the fuel barge or truck to the ship. The HS Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

(vii) The HS Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

(viii) Excess Fuel Procedures: Demurrage charges accrue when the entire quantity of fuel ordered cannot be delivered on or before the date and time specified in the fuel order. Demurrage charges do not accrue when fuel cannot be delivered due to the fault of the service provider (e.g. pumping rate of the barge inadequate to deliver fuel within the time specified by the order). See PWS paragraph 3.i. for further details. Pricing of XX18AD is in units of DAY and the compensation covers the daily cost of the barge used to deliver the fuel (regardless of the amount of fuel remaining in the barge). Since the great majority of fueling evolutions are via barge, the price of demurrage by barge should be used vice the demurrage price by truck. All required customs clearances are to be included in item XX18AA, Fee for Acquiring Fuel. If the ship does not offload all of the fuel ordered, the HS Contractor shall store the excess fuel and diligently attempt to sell it as soon as practicable. The HS Contractor shall receive a storage fee (demurrage) for no more than three (3) days. The HS Contractor shall receive a fuel disposal fee on a reimbursable basis upon presentation of vendor invoice for disposal services.

(ix) All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

q. LINE ITEM XX19 – OTHER PORT SERVICES

LOGISTIC SUPPORT TO GOVERNMENT TEAMS

a. Note: This Line Item is for logistics support in connection with ship visits to a port area. U.S. Government teams conduct surveys in a variety of ports in the Region. The U.S. Government may require the assistance of the HS Contractor in the ports to be surveyed.

b. The HS Contractor shall assign an individual to participate in and assist with logistical arrangements for a team that will perform the survey. This team may visit a variety of ports in advance of ships' visits to assess the force protection levels of the port and to perform related functions. The HS Contractor's assistance shall include providing logistical support as requested by the U.S. Government, coordinating access and interviews with local officials, local husbanding services, and support Contractors, coordinating necessary translation services for the team, and assisting in the development of a final assessment report.

c. The HS Contractor shall invoice port surveys at the subsequent day husbanding fee for a Class II ship in the port. In addition, the HS Contractor shall be reimbursed for economy class air transportation and daily per diem rate that includes lodging, meals and other related expenses. The per diem rates shall be those set forth in the Joint Travel Regulation (JTR).

d. Other HS Contractor out-of-pocket expenses related to the service(s) and anticipated by the HS Contractor will be invoiced and reimbursed at cost. The HS Contractor shall submit all receipts, invoices or other valid documents to support the incurred expenses. The HS Contractor shall not pay for hotels, meals, rental vehicles, telephone expenses and any other expenses that the U.S. Government team members may incur and for which they can be reimbursed under their U.S. Government travel orders.

e. If a delivery order with a "Not to Exceed " (NTE) amount is issued for the logistic support services, the HS Contractor shall promptly advise the NAVSUP Fleet Logistics Center Yokosuka or its sites' Contracting Officer and withhold performance if he expects to exceed this amount.

TENT WITH EQUIPMENT FOR SPECIAL EVENTS (INCLUDES TABLES, CHAIRS, LIGHTING AND FANS

The HS Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels. The HS Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills. The HS Contractor shall remove all provided equipment upon completion of services.

r. LINE ITEMS XX20 - INCIDENTALS

1. Incidentals: The HS Contractor shall arrange for incidentals using the Online Pricing Application, as further described in Attachment 8 and paragraph 3(o) above. Incidentals are supplies and services not priced on the Schedule of Supplies and Services or Port Tariff schedule that are within the scope of the contract, and are required during the course of the husbanding visit. Historical examples of items ordered that would be considered incidentals are listed at the bottom of each schedule in Attachment 2. Incidentals shall not exceed $50,000.00 per port visit unless prior permission is granted from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. The HS Contractor shall not be separately or additionally compensated for profit or mark-up on the prices of these items or for any other charges or fees associated with acquiring the supplies or services other than the price the HS Contractor pays its supplier for the supply or service except as the HS Contractor chooses to include allowances for any such profit, charges, or fees in the daily price for the Management Services or as part of the process proposed by the HS Contractor for implementation of the Online Pricing Application methodology for offering incidentals at fair and reasonable prices. The HS Contractor shall arrange for incidentals as described below:

a. Providing supplies and services. At the request of an Ordering Activity, the HS Contractor shall arrange for incidentals that are within the scope of the contract, are not pre-priced on the Schedule of Supplies and Services (Attachment 2), and are required during the course of the husbanding visit. In cases where sub lot line items do not exist under the corresponding lot line item in some lots, but exist under line items in other lots of the Attachment 2 schedules, the Government reserves the right to order these items within the scope of the contract, if required, as incidentals using the online pricing application. The contractor shall conduct necessary market research, contact potential suppliers, obtain price quotations, and, based on the information, provide an estimated price for the supply or service to the Ordering Activity and the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer using the Online Pricing Application. The HS Contractor shall not provide any incidental supplies or services until the HS Contractor and the Ordering Activity or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer agree on a fair and reasonable price for the supplies or services. For non-priced items with extended price less than $25,000, either the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka or its sites' Contracting Officer may determine if a quoted price is fair and reasonable. For non-priced items with an extended price greater than $25,000, only the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. At that point the Ordering Activity shall issue an order to the HS Contractor directing that it provide the supply or service in support of the husbanding visit at the agreed price. For supplies or services having an extended price (unit price multiplied by quantity) over $3,000, the HS Contractor must provide documentation to the Ordering Activity or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer, via the Online Pricing Application, that it has promoted competition to the maximum extent practicable. If the HS Contractor proposes the use of organic assets (HS Contractor-owned assets) at an extended price (unit price multiplied by quantity) over $3,000, the HS Contractor must additionally provide documentation to the Ordering Activity or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer, via the Online Pricing Application, that the price for use of the organic asset does not exceed the price for locally available assets that could be used to otherwise satisfy the requirement. When proposing to use an organic asset, the HS Contractor shall also provide a commercial pricelist, if available, showing the daily or hourly rates, inclusive of all operational and maintenance costs, that the HS Contractor charges other customers for use of the organic assets. Prices charged to the Government shall not be higher than the price for the same or similar services provided to other customers. The HS Contractor's use of the Online Pricing Application in accordance with Attachment 8 will be evaluated based on the criteria established in QASP and agreed upon as part of the HS Contractor's proposed process for determining fair and reasonable prices.

b. All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting Officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

c. Incidentals considered within the scope of this contract are defined at the description of contractual scope, paragraph 10.

s. LINE ITEM XX21 – OPERATIONS OTHER THAN WAR

* See attachment (9) PWS OOTW, for specific instructions.

t. LINE ITEM XX22 – COST REPORTING

1) See Attachment (8) PWS Cost Reporting, for specific reporting instructions.
2) All billing and cost reporting shall be made in the units specified in the respective LINE ITEMs.
3) **HS Contractor shall enter and report ALL expenditures under this contract (regardless of customer or ordering activity) into LogSSR and all non-priced expenditures other than port tariff (PT) items using the online pricing application in accordance with Attachment (8) PWS Cost Reporting.**
4) **The pre-arrival cost estimate is part of the Cost Reporting Lot Line Item. Requirements for the pre-arrival cost estimate report are described in Attachment (8).**

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 142

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	13-Jul-2011	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0017
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 23-Jun-2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: nyssnk011120500

1. This modification is issued to make changes in the Performance Work Statement and incorporate the revised changes.
2. The replaced attached pages shows the revised paragraphs highlighted in yellow of this contract.
3. There is no change in the prices.
4. All other Terms and Conditions Remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 13-Jul-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The order period end date 23-Jul-2012 has been added.
The order period start date 24-Jul-2011 has been added.

DELIVERIES AND PERFORMANCE

The following Delivery Schedule for CLIN 0004 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2011 TO 23-JUL-2012	N/A	N/A FOB: Destination	

The following Delivery Schedule for SUBCLIN 0004AA has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2011 TO 23-JUL-2012	N/A	N/A FOB: Destination	

The following Delivery Schedule for SUBCLIN 0004AB has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2011 TO 23-JUL-2012	N/A	N/A FOB: Destination	

The following Delivery Schedule for SUBCLIN 0004AC has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2011 TO 23-JUL-2012	N/A	N/A FOB: Destination	

The following Delivery Schedule for SUBCLIN 0004AD has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2011 TO 23-JUL-2012	N/A	N/A FOB: Destination	

The following Delivery Schedule for SUBCLIN 0004AE has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2011 TO 23-JUL-2012	N/A	N/A FOB: Destination	

The following Delivery Schedule for SUBCLIN 0004AF has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2011 TO 23-JUL-2012	N/A	N/A FOB: Destination	

SCHEDULE OF SUPPLIES/SERVICES AND PRICES

A. GENERAL

This contract is for performance of maritime husbanding support for U.S Navy ships visiting ports and operating in Region 3 of the Western Pacific and Indian Ocean. Additionally, the husbanding contractor may be called upon to provide services in support of Operations Other Than War (OOTW) within a Region's territorial boundaries. The Regions, countries and major ports included in each region are as follows:

Region 1 – South Asia (7 countries, 4 major ports)	
Bangladesh	Maldives • Male
Bhutan	Nepal (OOTW)
Burma	Sri Lanka
India • Chennai • Goa • Mumbai	
Region 2 – Southeast Asia (12 countries, 19 major ports)	
Brunei • Muara	Philippines • Manila • Puerto Princesa • Subic Bay
Cambodia • Sihanoukville	Malaysia • Kemaman • Kota Kinabalu • Penang • Sepangar
China • Hong Kong	Singapore • Changi • Sembawang
Indonesia • Bitung • Jakarta • Surabaya	Taiwan
Laos (OOTW)	Thailand • Laem Chabang • Phuket • Sattahip
Palau	Vietnam • Da Nang
Region 3 – Australia and the Pacific Islands (17 countries, 8 major ports)	
Antarctica	New Caledonia

	• Noumea
Australia • Brisbane • Darwin • Fremantle • Sydney	New Zealand
East Timor • Dili	Papua New Guinea
Fiji	Solomon Islands • Honiara
French Polynesia	Tonga • Nuku Alofa
Kiribati	Tuvalu
Marshall Islands	Vanuatu
Micronesia	Western Samoa
Nauru	
Region 4 – East Asia (4 countries, 12 major ports)	
Japan • Fukuoka • Kagoshima • Maizuru • Nagasaki • Osaka • Shimoda • Tokyo	South Korea • Chinhae • Pohang • Busan • Donghae
Mongolia (OOTW)	Russia • Vladivostok

Region Item and Price Structure

Major ports are indicated by name of port (e.g., Goa, Vladivostok, Sydney, etc.). A fully priced proposal must be received for ALL line items in a Region for it to be considered acceptable. For OOTW, a proposal only for Management Fees is required.

The contract is sub-divided into Lots. Targeted lots are identified in bold print below and by highlighted tabs in Attachment 2, Pricing Schedule. Lots may be for individual ports or they may include several ports under one Lot. For this contract, the following Lots apply:

Region 1 – Lots 01 – 15 (7 countries, 4 major ports)

Lot 01 – Bangladesh, All Ports, Husbanding Services and OOTW
Lot 02 – Burma (Myanmar), All Ports, Husbanding Services and OOTW
Lot 03 – India, Chennai, Husbanding Services and OOTW (*)
Lot 04 – India, Goa, Husbanding Services and OOTW (*)
Lot 05 – India, Mumbai, Husbanding Services and OOTW (*)
Lot 06 – India, All Other Ports, Husbanding Services and OOTW
Lot 07 – Maldives, Male, Husbanding Services and OOTW (*)
Lot 08 – Maldives, All Other Ports, Husbanding Services and OOTW
Lot 09 – Sri Lanka, All Ports, Husbanding Services and OOTW
Lot 10 – Nepal, OOTW
Lot 11 – Bhutan, OOTW
Lot 12 – 15, Reserved

Region 2 – Lots 16 – 51 (12 countries, 19 major ports)

Lot 16 – Brunei, Muara, Husbanding Services and OOTW (*)
Lot 17 – Brunei, All Other Ports, Husbanding Services and OOTW
Lot 18 – Cambodia, Sihanoukville, Husbanding Services and OOTW (*)
Lot 19 – Cambodia, All Other Ports, Husbanding Services and OOTW
Lot 20 – China, Hong Kong, Husbanding Services and OOTW (*)
Lot 21 – Indonesia, Bitung, Husbanding Services and OOTW (*)
Lot 22 – Indonesia, Jakarta, Husbanding Services and OOTW (*)
Lot 23 – Indonesia, Surabaya, Husbanding Services and OOTW (*)
Lot 24 – Indonesia, All Other Ports, Husbanding Services and OOTW
Lot 25 – Palau, All Ports, Husbanding Services and OOTW
Lot 26 – Philippines, Manila, Husbanding Services and OOTW (*)
Lot 27 – Philippines, Puerto Princesa, Husbanding Services and OOTW (*)

Lot 28 – Philippines, Subic Bay, Husbanding Services and OOTW (*)
Lot 29 – Philippines, All Other Ports, Husbanding Services and OOTW (*)
Lot 30 – Malaysia, Kemaman, Husbanding Services and OOTW (*)
Lot 31 – Malaysia, Kota Kinabalu, Husbanding Services and OOTW (*)
Lot 32 – Malaysia, Penang, Husbanding Services and OOTW (*)
Lot 33 – Reserved
Lot 34 – Malaysia, Sepangar, Husbanding Services and OOTW (*)
Lot 35 – Malaysia, All Other Ports, Husbanding Services and OOTW
Lot 36 – Singapore, Changi, Husbanding Services and OOTW (*)
Lot 37 – Singapore, Sembawang, Husbanding Services and OOTW (*)
Lot 38 – Taiwan, All Ports, Husbanding Services and OOTW
Lot 39 – Thailand, Laem Chabang, Husbanding Services and OOTW (*)
Lot 40 – Thailand, Phuket, Husbanding Services and OOTW (*)
Lot 41 – Thailand, Sattaship, Husbanding Services and OOTW (*)
Lot 42 – Thailand, All Other Ports, Husbanding Services and OOTW
Lot 43 – Vietnam, Da Nang, Husbanding Services and OOTW (*)
Lot 44 – Vietnam, All Other Ports, Husbanding Services and OOTW
Lot 45 – Laos, OOTW
Lot 46 – China, OOTW
Lots 47 – 51, Reserved

Region 3 – Lots 52 – 81 (17 countries, 8 major ports)

Lot 52 – Australia, Brisbane, Husbanding Services and OOTW (*)
Lot 53 – Australia, Darwin, Husbanding Services and OOTW (*)
Lot 54 – Australia, Fremantle, Husbanding Services and OOTW (*)
Lot 55 – Australia, Sydney, Husbanding Services and OOTW (*)
Lot 56 – Australia, All Other Ports, Husbanding Services and OOTW
Lot 57 – East Timor, All Ports, Husbanding Services and OOTW (*)
Lot 58 – Reserved
Lot 59 – Fiji, All Ports, Husbanding Services and OOTW
Lot 60 – French Polynesia, All Ports, Husbanding Services and OOTW
Lot 61 – Kiribati, All Ports, Husbanding Services and OOTW
Lot 62 – Marshall Islands, All Ports, Husbanding Services and OOTW
Lot 63 – Micronesia, All Ports, Husbanding Services and OOTW
Lot 64 – Nauru, All Ports, Husbanding Services and OOTW
Lot 65 – New Caledonia, Noumea, Husbanding Services and OOTW (*)
Lot 66 – New Caledonia, All Other Ports, Husbanding Services and OOTW
Lot 67 – New Zealand, All Ports, Husbanding Services and OOTW
Lot 68 – Papua New Guinea, All Ports, Husbanding Services and OOTW
Lot 69 – Solomon Islands, Honiara, Husbanding Services and OOTW (*)

Lot 70 – Solomon Islands, All Other Ports, Husbanding Services and OOTW
Lot 71 – Tonga, Nuku Alofa, Husbanding Services and OOTW (*)
Lot 72 – Tonga, All Other Ports, Husbanding Services and OOTW
Lot 73 – Tuvalu, All Ports, Husbanding Services and OOTW
Lot 74 – Vanuatu, All Ports, Husbanding Services and OOTW
Lot 75 – Western Samoa, All Ports, Husbanding Services and OOTW
Lot 76 – Antarctica, OOTW
Lots 77 – 81, Reserved

Region 4, Lots 82 - 99 (4 countries, 12 major ports)

Lot 82 – Japan, Fukuoka, Husbanding Services and OOTW (*)
Lot 83 – Japan, Kagoshima, Husbanding Services and OOTW (*)
Lot 84 – Japan, Maizuru, Husbanding Services and OOTW (*)
Lot 85 – Japan, Nagasaki, Husbanding Services and OOTW (*)
Lot 86 – Japan, Osaka, Husbanding Services and OOTW (*)
Lot 87 – Japan, Shimoda, Husbanding Services and OOTW (*)
Lot 88 – Japan, Tokyo, Husbanding Services and OOTW (*)
Lot 89 – Japan, All Other Ports, Husbanding Services and OOTW (*)
Lot 90 – South Korea, Busan, Husbanding Services and OOTW (*)
Lot 91 – South Korea, Chinhae, Husbanding Services and OOTW (*)
Lot 92 – South Korea, Donghae, Husbanding Services and OOTW (*)
Lot 93 – South Korea, Pohang, Husbanding Services and OOTW (*)
Lot 94 – South Korea, All Other Ports, Husbanding Services and OOTW
Lot 95 – Russia, Vladivostok, Husbanding Services and OOTW (*)
Lot 96 – Russia, All Other Ports, Husbanding Services and OOTW
Lot 97 – Mongolia, OOTW
Lots 98 – 99, Reserved

Line Items used in the Performance Work Statements and in the Pricing sheets for all Regions are outlined as follows:

XX01	Husbanding Services (Anchorage and Pierside)
XX02	Trash Removal
XX03	Fleet Landing
XX04	Brow Services
XX05	Ship Movement Services
XX06	Water Ferry/Taxi Services
XX07	General Charter and Hire Items
XX08	Collection, Holding, and Transfer (CHT)
XX09	Fresh Potable Water
XX10	Ship's Utility Services
XX11	Land Transportation (Personnel) Services
XX12	Telephone Services and Communications Equipment
XX13	Force Protection Barriers
XX14	Force Protection Personnel
XX15	Force Protection Supplies

XX16	Airport/Cargo & Material Handling (Port Handling Costs)
XX17	Provisions
XX18	Fuel
XX19	Other Port Services
XX20	Incidentals
XX21	Operations Other Than War (OOTW)
XX22	Cost Reporting

B. PRICING

Except for Port Tariffs, unit prices for all contract items described below shall be inclusive of all necessary equipment, licensed operators, all liability insurance as required by local law, holiday and overtime costs, customs clearances, and fuel and operating expenses.

1) Fixed Prices are required in the Pricing Schedule except where Port Tariff (PT) prices, To Be Determined (TBD) prices, or Not Separately Priced (NSP) have been identified. Services with an estimated quantity of 'No Estimate' are required to be priced in the Attachment 2 schedules and shall be treated as pre-priced items. Pricing for all services other than pre-priced items, PT items, and NSP items shall be arranged using the online pricing application procedures described in Attachment 8. Unless otherwise provided, these Fixed Prices shall also include performance at night, overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, other inclement weather, or service to tankers and ships carrying explosives. These requirements do not include performance during cyclones or typhoons except where ships are required to depart in advance of cyclones or typhoons as part of a typhoon or cyclone evasion plan. They also include all operating expenses including tugs, barges, trucks, personnel, and customs clearances and any other charges unless specifically exempted by the Government.

2) Port Tariffs will apply to those services which are based on Port Tariff rates established and controlled by Port Authorities. English translated copies of the Port Tariffs must be submitted to the Supply Officer of the ship entering a specific Port and to the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore email address specified at the time of contract award for each region.

3) Fees for Husbanding Services cover regular and overtime labor of contractor personnel supporting the ships plus indirect expenses, including all management, overhead and office expenses. The husbanding fees also include costs for arranging supplies and services described herein, costs associated with attendance at periodic meetings and pre-deployment briefings. The husbanding fees represent total compensation for the contractor except for supplies and services with Fixed Prices.

4) OOTW Fees will constitute an all inclusive fixed fee based on a daily fee (per contractor person providing support) for "husbanding" the OOTW effort/logistics support.

5) Purchase Card Surcharge. The U.S. Government reserves the right to make payment by purchase card. All purchase card surcharges will be identified as a separate entry on each invoice. The Government will reimburse administrative surcharges for the lesser of actual fees or 5% for non-priced items only. Applicable purchase card surcharges shall be included in the quoted prices for pre-priced items.

6) If items are made available free of charge or at less than the quoted price by the Government, host nation, or port authority, only mobilization/demobilization charges, not to exceed the quoted unit price, may be charged. If, for any reason, an item that would otherwise be provided by the Host Nation, Government, or port authority is not available, that item shall be provided by the HSP at the unit price quoted in Attachment 2.

C. PRICING SPREADSHEETS

Pricing spreadsheets are provided by Region as an attachment to this solicitation. The Lots marked in bold print in paragraph A above will be used for price evaluation purposes.

Important Notes

1) Pricing for supplies and services for all countries will be expressed in U.S. dollars and shall be billed in the units of the respective LINE ITEMs.

2) Definitions for the "Unit" abbreviations are as follows:

CM = Cubic Meter
DY = Day (refers to a 24-hour period beginning at start of service unless stated otherwise)
EA = Each
GL = Gallon
HR = Hour
JB = Job
LOT (LT) = A lot (LT) is a deliverable item or group of items with a separate and distinct unit price.
MT = Metric Ton
NSP = Not Separately Priced
PK = Package
PT = Port Tariff
TBD = To Be Determined

3) The Line Item Numbers consist of four numeric digits. XX replacement of any numeric digits make the descriptor generic and applicable to all LINE ITEMs in that series.

4) For pricing sheets identifying "All Other Ports" (AOP) or "All Ports" (AP), prices will be required, if not identified otherwise. Each price shall be a single, per-unit price for the specified supply or service that will apply to any of the ports included in the lot.

5) Historical port visit data for FY07, FY08, and FY09 (partial) has been provided as Attachment (3).

D. Definitions

Barge = Flat-bottomed displacement ships used for carrying or storing cargo, for separation between vessels and other structures, or as a work platform. Barges may or may not be self-propelled.

DESCRIPTION OF CONTRACTUAL SCOPE

This contract is for the provision of maritime husbanding support. It is not for husbanding agency. The holder of this contract is a U.S. Navy contractor. The holder of this contract is not an agent of the U.S. Navy and does not have the authority to bind the U.S. Navy.

Maritime Husbanding Support is defined as: Providing supplies and services as defined in the Performance Work Statement of the contract in support of Naval forces within a port area.

i. This support is provided by a Husbanding Services provider from a standard list of services under contract.
ii. For "Exceptions" items not supported by existing supply chains: e.g. fuel, subsistence, etc.
iii. Includes "Non-Priced" incidentals that cannot be identified in advance, but are in the scope of the contract.

1. The contract is for performance of Maritime Husbanding Support services at any berthing or anchoring location specified in the Attachment 2 schedules except ports in China outside Hong Kong. Ordering officers of the United States Coast Guard (USCG) ships, United States Navy (USN) ships, Military Sealift Command (MSC) ships, U.S. Army vessels/ships operating in the Western Pacific and Indian Ocean are authorized to use this contract. The contract may also be used to support other U.S. Government organizations (e.g., National Oceanic and Atmospheric Administration (NOAA)) that may require maritime husbanding support services.

For purposes of this paragraph, a U.S. Navy ship is any naval vessel, craft, ship, or service craft included within the scope of subparagraphs 2 and 4 of Article 0406, United States Navy Regulations, 1990. Ship size classifications that are used in the price schedules are listed as an attachment.

2. Husbanding services requirements that may be received by NAVSUP Fleet Logistics Center Yokosuka, Site Singapore from the other activities identified in paragraph 1 above are within the scope of this contract.

3. This is a Firm-Fixed-Price Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract for husbanding logistics services, services in support of Operations Other Than War (OOTW), and maritime husbanding support to Government teams visiting ports in connection with a ship visit. These service requirements are and defined in the Performance Work Statements (PWS). The "minimum" and "maximum" to be established per FAR Clause 52.216-22 are as follows:

Region	Minimum Quantity ($)	Maximum Quantity ($ Base and all option years)
Region 1, South Asia	$100,000	Sum of CLINs 0002, 1001, 2001, 3001, and 4001
Region 2, Southeast Asia	$100,000	Sum of CLINs 0003, 1002, 2002, 3002, and 4002
Region 3, Australia/Pacific Islands	$100,000	Sum of CLINs 0004, 1003, 2003, 3003, and 4003
Region 4, East Asia	$100,000	Sum of CLINs 0005, 1004, 2004, 3004, and 4004

The minimum contract dollar quantities per contract are for each contract as a whole and there are not separate additional contract dollar quantities for the option periods and/or individual LINE ITEMs.

4. The HS Contractor agrees to furnish the services or supplies at the fixed price listed in the schedules.

5. This contract is for a period of twelve (12) months, effective 30 days after award of the contract, with four (4) one-year options. The contract also includes the clause entitled FAR 52.217-9 Option to extend the Term of the Contract. If all options are exercised under FAR 52.217-9, the duration of this contract is 66 months.

6. The contract will not start for the following countries until the option expires under existing contracts:

Contract becomes effective on 1 Jun 2011 for South Korea.

7. In the event of contingencies in the open ocean such as submarine rescue, the Contracting Officer may issue an order to the contractor that is awarded the husbanding logistics contract in the nearest country in which there is capability to satisfy the requirement.

8. The contract will include the clause entitled FAR 52.237-7023 (Class deviation 2009-00010) Continuation of Essential Contractor Services. Contractors providing services designated as essential contractor services by a DoD component are expected to use their best efforts to continue providing such services, in accordance with the terms and conditions of their contracts even during periods of crisis.

9. For lots identified as “All other Ports” or “All Ports”, the geographic scope of the lot, for Purposes of Lot Line Item XX40, OOTW is the entire country listed in the lot. The geographic scope of the lot, for all Lot Line Items other than XX40, is the port locations listed in each lot of the Attachment 2 schedules.

10. Incidentals within the scope of this contract may be classified within one of the following categories:
- Charter and Hire
- Utilities
- Anti-terrorism Force Protection
- Communications
- Transportation
- Lodging
- Port Handling Services
- Other Port Services (Reception Supplies and Services)
- Administrative Supplies

Performance Work Statement (PWS) for Husbanding Services

A. GENERAL OVERVIEW

1. OBJECTIVE

The primary objective of this contract is to obtain Maritime Husbanding Support for U.S. Navy ships and other Government teams supporting ship visits at the locations specified in the Attachment 2 schedules. In addition, the contract may be used to support Operations Other Than War (OOTW) in a respective Region.

2. SCOPE

a. The general scope of this contract and its general conditions are described above. This section provides the detailed Performance Work Statement (PWS) descriptions for applicable Line Items.

b. General Requirements

i. The HS Contractor shall provide timely delivery of quality goods and services at fair and reasonable prices to ships making port visits;

ii. The HS Contractor shall provide timely delivery of supplies and services conforming to this PWS.

iii. The HS Contractor shall assure that supplies and services arranged on behalf of the ship's Supply Officer (SUPPO) or authorized ordering officer conform to the general requirements of the contract and shall assist the SUPPO or authorized ordering officer with resolving any problems in meeting the requirements.

iv. The HS Contractor shall identify representatives to act as the principal points of contact between the HS Contractor and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore representatives concerning price and performance issues throughout the Region. These individuals shall facilitate communications among ships, Defense Attaché Offices (DAO), Port Services Officers and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore.

v. The HS Contractor shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the U.S. Government.

vi. The HS Contractor shall ensure that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

vii. The HS Contractor shall ensure that subcontractors comply with these requirements.

3. PRICING

a. Except for Port Tariffs, To Be Determined (TBD), and Not Separately Priced (NSP) items, unit prices for all contract items described below shall be inclusive of all other costs including, but not limited to, all necessary equipment, licensed operators, liability insurance as required by local law, holiday and overtime costs, customs clearances, fuel and operating expenses. In those cases where prices are by Ship Class, Attachment # 1 applies. All contract prices are in U.S. Dollars (US$). All taxes and surcharges are included in the unit cost.

b. Fixed prices are required in the pricing schedule except for Port Tariffs, TBD items, or Not Separately Priced (NSP) items. Unless otherwise provided, these prices shall also include performance at night, in overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, or service to tankers and ships

carrying explosives. They also include all operating expenses including, but not limited to, tugs, barges, trucks, personnel, and customs clearances.

c. The pricing for all services requiring the use of transportation type conveyances (i.e., trucks, barges for LINE ITEMs for trash removal, CHT removal, potable water, landing barges, oily waste removal, etc) shall include the use of the equipment as required to complete the service in the statement of work without any additional charges for detention or demurrage.

d. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate LINE ITEM in the Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

e. All pre-positioning or pre-staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

f. Repositioning is defined as: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions. Where a ship is at anchorage and the Ordering Activity requests repositioning of equipment, the HS Contractor shall be entitled to additional fees for repositioning to be determined by use of:

   a. Priced sub lot line items, or

   b. Prior agreement of the Ordering Officer in cases where the total repositioning costs do not exceed $25,000

   c. Prior agreement of the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer in cases where the total repositioning costs exceed $25,000.

   In the case of (c) above, the repositioning cost shall be reported and confirmed using the online pricing application procedures described in Attachment 8.

g. When the HS Contractor obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list (e.g. port tariff), then the HS Contractor shall be reimbursed for the published price of the item. The HS Contractor shall not be paid an amount in addition to the published price of the item. A copy of the published price list (e.g. port tariff) shall be provided to the Supply Officer at the time of initial boarding and to the FISC Yokosuka email address specified at the time of contract award for each region with the pre-arrival cost estimate.

h. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and/or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged. For the purposes of this contract, one (1) day is equal to 24 hours and begins with the performance of service. For example, service from 1800 until 1800 the next calendar day is equal to one (1) day of service. In cases where the billing unit is ‘day’ and a full day of service is not used by the Ordering Activity, the HS Contractor shall be entitled to bill for one day of service. For example, if a sub lot line item with a billing unit of day were ordered and used for 30 hours, the HS Contractor would be entitled to bill for two days of service. In cases where the ship does not arrive at the time specified in the ordering LOGREQ and services are made available based upon the time requested in the ordering LOGREQ, billing for services may commence at the time requested by the Government unless notice of cancellation is provided by the Ordering Activity or the organization authorized to pass this information on behalf of the Ordering Activity.

i. Demurrage charges shall only be charged if the HS Contractor’s service is unduly delayed due to the fault of the U.S. Government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but, due to the fault of the government, was not attended to until 1500 hrs when pumping begins. The HS Contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs).

j. Port Tariffs will apply to those services that are based on the Port Tariff rates established and controlled by the Port Authorities. The abbreviation "PT" in the pricing schedule identifies the port tariff items that the HS Contractor is not required to price.

k. Fees for husbanding services cover regular and overtime labor of HS Contractor personnel supporting the ships plus all indirect expenses, including all management, overhead and office expenses. The husbanding fees also include costs for arranging supplies and services described herein, costs associated with attendance at periodic meetings with the exception of travel expenses described in this paragraph. The husbanding fees represent total compensation for the HS Contractor except for supplies and services with fixed prices or incidentals. Travel expenses incurred by the HS Contractor in support of a LRT or advance ship detachment will be reimbursed based upon actual receipts and in accordance with the JTR guidelines. Travel expenses will be reimbursed upon presentation of documentation to the ordering activity. Any air transportation will be reimbursed at the economy class fare.

l. OOTW will constitute a fixed fee based on a daily rate (per HS Contractor person providing support) for "husbanding" the OOTW effort/logistical support.

m. The U.S. Government reserves the right to make payment by purchase card.

n. The services at anchorage shall be provided at all anchorage points assigned by the local port authority.

o. As part of the husbanding service provider's proposal, a purchasing process and system for pricing items along with an Online Pricing Application(see Attachment 8 for the PWS for the Online Pricing Application requirements) was proposed and accepted by the Government which included sufficient safeguards so that the Contracting Officer or Authorized Government Representative may determine the prices as fair and reasonable. Pricing of supplies and services for items not pre-priced within a lot line item (e.g., incidentals, OOTW supplies or services, fuel, and provisions) shall be in accordance with the husbanding service contractor's proposed purchasing/pricing process (implemented by the online pricing application) that was accepted by the Government upon contract award.

p. The HS Contractor will be fully compensated for all services including pre-priced, port tariff, TBD, fuel, provisions, and incidentals. Port tariff items will be reimbursed at actual cost. Provisions (XX17) and fuel (XX18) shall also be invoiced and reimbursed at actual cost. Any HS Contractor fee for acquiring and arranging for these items shall be included in the corresponding Line Items XX17AA (for provisions) and XX18AA (for fuel).

q. Several Lot Line Item services are based on volume (e.g. trash removal, CHT, potable water, and oily waste removal). Volume-based services shall be priced at the same unit price specified in the Attachment 2 schedules, regardless of the class of vessel requiring the services. For example, a class V vessel requiring 1000 CM of CHT removal would be charged the same unit price as a class II vessel requiring 100 CM of CHT removal.

4. QUALITY

a. The HS Contractor shall provide the timely delivery of goods and services at fair and reasonable prices to ships making port visits, provide continuous oversight of costs and performance throughout the area covered by this contract, and make meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. The HS Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning price performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Operations Officers, and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore. The contract will not specify how the HS Contractor is to perform, but measurable performance standards are established in the Quality Assurance Surveillance Plan (QASP) to monitor contract performance during each ship's visit.

b. The quality of all services or supplies provided shall conform at least to commercial standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

c. The performance standards are explained in the Quality Assurance Surveillance Plan (QASP), Attachment 10. The performance standards are:

i. Timely submission of pre-arrival cost estimates (described para.5 (a) below) NLT 48 hours after receipt of the ordering logisitics requirement (LOGREQ) message. In the event that the LOGREQ is received after 48 hours prior to the ship's arrival, the pre-arrival cost estimate shall be provided as soon as practicable, but in no case later than 48 hours after receipt of the ordering LOGREQ;

ii. Timely submission of Logistics Support Services Repository (LogSSR) cost report within seven (7) calendar days from the completion of the ship's visit;

iii. Accuracy of the actual (final) LogSSR report and pre-arrival cost estimate;

iv. Ship's satisfaction with the contractor's services during the port visit as identified in the ship's port visit cost report; and

v. Adherence to the pricing process proposed and accepted by the Government for non-priced items and timely submission of all information and documentation within the Online Pricing Application.

vi. HS Contractor Suggestions for cost savings and/or cost avoidance.

d. The percentile goals are fixed for each factor within the QASP. The failure of the HS Contractor to meet the percentile goal for any factor will be investigated and evaluated by the Contracting Officer. The HS Contractor will be given the opportunity to refute an adverse assessment prior to finalizing the metric for a quarter.

5. LOGISTICS RESPONSE TEAM

In the event that a Logistics Response Team for a ship arrives in port prior to the ship's arrival, the HS Contractor will assist the logistics response team by providing logistical support and coordinating all requirements.

When the HS Contractor provides support for a Logistics Response Team so that it can perform its mission, the HS Contractor is entitled to bill at the "Subsequent Days" daily rate for husbanding services for each day of support provided "in person" to the logistics response team.

a. Pre-arrival Cost Estimate - The HS Contractor shall furnish to each ship and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore email address specified at the time of contract award for each region, a pre-arrival cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the Attachment 2 spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-priced items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff." This estimate shall be provided to the ship and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore email address specified at the time of contract award for each region within 48 hours after receipt of the LOGREQ. This report shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs. The LOGREQ, when submitted by, under authority of, or on behalf of an Ordering Activity, is an order under this contract for pre-priced items. Non-priced items ordered on the LOGREQ become orders only after prices have been determined fair and reasonable and are agreed upon by the Ordering Officer or by a NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. For non-priced items with an extended cost less than $25,000, either the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. For non-priced items with an extended cost greater than $25,000, only the

NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. Required approvals and determinations of fair and reasonable pricing by the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer (>$25,000 extended price) will be made by confirming the prices and documentation posted to the online pricing application. Approvals and fair and reasonable determinations that may be made by either the Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer (<$25,000 extended price) may be confirmed orally, in writing, or by email by the Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. Regardless of the approval method, reporting and documentation of all non-priced items other than port tariff items ordered under this contract must be made using the online pricing application. Orders placed by a LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

b. The LOGREQ cost estimate does not replace the HS Contractor's requirement to respond (i.e., info addressees on responses to the Ordering Officer) to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U.S. Defense Attaché's Office.

c. The HS Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

d. The HS Contractor shall coordinate with other U.S. Government Contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

e. The HS Contractor shall assist the ship's Logistics Response Team to include planning and coordination meetings.

f. Travel expenses incurred by the HS Contractor in support of a LRT or advance ship detachment will be reimbursed based upon actual receipts and in accordance with the JTR guidelines. Travel expenses will be reimbursed upon presentation of documentation to the ordering activity. Any air transportation will be reimbursed at the economy class fare.

6. SHIPS'S (LOGREQ) LOGISTIC REQUIREMENTS

U.S. Navy ships and/or NAVSUP Fleet Logistics Center Yokosuka (or its sites) Logistic Support Representative (LSR) or other activity authorized to pass LOGREQ requirements on behalf of Ordering Officers will provide, via e-mail, a copy of the unclassified "logistics requirements" (LOGREQ) message directly to the husbanding HS Contractor as described under "ISSUANCE OF ORDER" in Contract Terms and Conditions – Commercial Items (FAR 52.212-4 Addendum). This LOGREQ will contain the majority of supplies and services required by the ship, and will represent the order, for pre-priced items, upon which the HS Contractor shall begin performance.

a. A ship, an activity authorized to pass a LOGREQ on behalf of the ship (i.e. Port Service Office or DAO), or an authorized ordering activity may notify the HS Contractor of a forthcoming visit requiring husbanding services. Upon notification of a visit, the HS Contractor shall make such preliminary arrangements as necessary with port authorities, other U.S. Government Contractors, and other commercial firms to provide supplies and services requested by the ship. The HS Contractor shall confirm receipt of the ordering LOGREQ (to the activity who provides the LOGREQ to the HS Contractor) within 24 hours. Confirmation of receipt may be made by email to the activity passing the LOGREQ to the HS Contractor.

b. Ships will not provide force protection requirements in unclassified LOGREQ messages. The force protection requirements are specified in a classified LOGREQ issued by the ship to U.S. Government activities. The activity to which this message is addressed will contact the Contractor and pass the ship's force protection requirements for action. The HS Contractor shall confirm with the ship that these force protection requirements received have been actually ordered by the ship prior to beginning performance. The ship's Supply Officer (SUPPO) or Commanding Officer may also request additional force protection requirements not covered by the classified LOGREQ by email, telephone, or personally upon ship's arrival. The HS Contractor shall coordinate with the SUPPO before providing any additional force protection. If

any other activity or individual orders force protection services (i.e. NCIS, etc) not covered in the ship's classified LOGREQ, the HS Contractor is required to immediately inform the ship and receive confirmation prior to beginning performance of these services. Organizations such as NCIS and DAO are not the actual Ordering Officer and have no contractual authority to place orders. Only the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer has the authority to confirm or change an order.

c. LOGREQ Pre-arrival Cost Estimate. The HS Contractor shall provide each ship or ordering activity an estimate in response to an LOGREQ message issued to the HS Contractor by any method identified under "OC-7 ISSUANCE OF ORDER" clause. The pre-arrival cost estimate shall be submitted in accordance with Attachment (8)-PWS Cost reporting. The LOGREQ message is not an order for non-priced items until priced by the contractor and confirmed by an authorized ordering officer. The requirements shall be provided to the HS Contractor by ships, activities and individuals identified in the contract. This estimate shall be sent within 48 hours after receipt of the LOGREQ message and will explain any anticipated "additional" costs and include cost savings or avoidance recommendations. In a situation where the HS Contractor receives a LOGREQ message with less than 48 hours prior to the arrival of the ship, the HS Contractor shall make every effort possible to provide the required documentation and price estimate prior to the ship's arrival, but in no event later than 48 hours after receipt of the LOGREQ message.

7. INITIAL BOARDING

a. The HS Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival. Upon initial boarding the HS Contractor shall provide all emergency telephone numbers, i.e. police, hospitals, firefighters, etc. In addition, the HS Contractor is required to provide the emergency telephone numbers for shipboard generated industrial waste (SGIW) disposal and hazardous material (HAZMAT) and oil spill response and reporting procedures to all ships upon initial boarding or in a LOGREQ reply. The HS Contractor shall visit the ship at least once per day and shall be available on call at all times (24 hours per day, seven days per week) to assist the ship with requirements and to resolve problems.

b. The HS Contractor shall brief the designated ship representative about Contractor-provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HS Contractor shall provide its POC information with 24-hour contact phone numbers.

c. The HS Contractor shall provide the SUPPO with copies of applicable port tariffs and current prices for frequently ordered services, and with any other information provided by NAVSUP Fleet Logistics Center Yokosuka, Site Singapore for distribution. Copies of applicable port tariffs and current prices for services shall be in English. The HS Contractor shall be prepared to take additional ships' orders for supplies or services not placed in the ordering LOGREQ. All orders placed after the ship's arrival shall be reported and prices confirmed (if non-priced items) using the LogSSR reporting requirements and online pricing application procedures described in Attachment 8.

8. POINT OF CONTACT

a. Based upon the ship's orders, the HS Contractor shall ensure the timely filling of all ship's requirements. The HS Contractor shall designate at least one senior company official to be the Point of Contact (POC) under this contract for logistic and contractual support. The POC shall be fully fluent in English. The HS Contractor is required to designate the POC at the time of contract award.

b. All HS Contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port. All correspondence shall be in English. All electronic communication between visiting vessels and the HS Contractor shall be copied to the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer and Logistic Support Representative emails specified at the time of contract award.

The HS Contractor is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered by the Supply Officer from the HS Contractor.

9. ORDERING SUPPLIES AND SERVICES & PROVIDING GENERAL ASSISTANCE

The ship(s) will submit LOGREQs that include requests for a variety of services and supplies. The first obligation of the HS Contractor is to verify if any of the requested services and supplies can be provided free of charge by the host nation.

If services and supplies are not available free of charge from the host nation, they must be provided if within the scope of this contract. The Contracting Officer will be notified if there is a question regarding the scope of the contract. If these services and supplies are not priced in the contract, or if these services and supplies are available under other U.S. Government contracts, the following applies:

a. Passing Requirements to other U.S. Government Contractors: The HS Contractor shall coordinate and pass orders, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts (e.g., Prime Vendor or Defense Energy Supply Center (DESC)) for various supplies and services required. This husbanding service includes all necessary actions to facilitate the acceptance of supplies or services rendered under U.S. Government contracts. Any disputes or discrepancies arising from the order will be resolved directly between the SUPPO and the other Contractor(s). The HS Contractor shall also facilitate any necessary force protection vetting requirements so that other U.S. Government contractors can perform their contractual requirements.

b. The U.S. Government will not pay the HS Contractor for any personal requests from individual crewmembers, whether military or civilian.

c. The HS Contractor shall install all ordered equipment upon the ship's arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

d. Money Exchange Services: The HS Contractor shall arrange for authorized moneychangers to exchange U.S. dollars for ship personnel into local currency. Money Exchange services shall be made available onboard ship to crewmembers at least two hours daily with buy-back service on the day before the ship's departure. The moneychangers may include a commission of not more than plus or minus 1.5% difference from the Official Exchange Rate. A locally-available and verifiable currency exchange rate may be used as the Official Exchange Rate. Verification of the exchange rate shall be provided to the Ordering Activity at the time of service. The HS Contractor shall maintain adequate records justifying its basis for determining the Official Exchange Rate and shall make those records available to the U.S. Government upon request. This Official Exchange Rate will be used for financial conversions not covered by payments in U.S. dollars.

e. Laundry Services: The HS Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Laundry and dry cleaning services that are required by the ship from the laundry and dry cleaning vendor will be ordered from the vendor by the ship. Payment for services will be made by the ship to the vendor rather than through the HS Contractor. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure. The HS Contractor shall assist in resolving vendor billing discrepancies.

f. Interpreter Services: The HS Contractor shall provide interpreter services to assist the Supply Officer to assure timely delivery and performance of the supplies and services ordered by the Supply Officer under this contract. This limited set of interpreter services is required under the Management Services LINE ITEM and is separate from the interpreter services required under LINE ITEM XX07AM.

g. Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

h. Morale Welfare and Recreation (MWR) Services: The HS Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) Contractor servicing the ship. If an ITT contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If there is an ITT contract, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship. In the absence of an MWR contract, the HS Contractor shall provide advance information on all recreational/liberty activities available in local area. Information (with associated costs) shall include, but is not limited to, sightseeing tours, entertainment, sporting events, transportation, lodging and visitor tips. The HS Contractor shall coordinate all recreational/liberty requirements communicated by the ship. The HS Contractor shall disseminate information on the full scope of recreational/liberty opportunities, sightseeing tours, entertainment, sporting events, local area transportation and lodging. The HS Contractor shall plan, coordinate and assist as necessary, in port requests for entertainment, athletic competitions, sightseeing tours and unit parties/picnics.

i. Immigration, Customs and Visa: The HS Contractor shall assist ship personnel with immigration, customs and visa requirements into the country of the port visit.

j. Medical Emergencies: If requested, the HS Contractor may be required to make arrangements for emergency medical treatment of ship's crewmembers while the ship is in port. In cases where a member is airlifted into a port by the ship, the HS Contractor, in coordination with the U.S. Consulate/Embassy, will arrange for proper medical care until the member can be returned to the ship, or evacuated to the United States. If there are costs associated with arranging these services, the HS Contractor shall obtain approval from the SUPPO/Contracting Officer prior to providing the support.

k. The HS Contractor shall facilitate the ship's timely departure. The HS Contractor shall provide timely invoices of provided services and supplies to the Supply Officer at the time of the pre-sailing visit. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided. The HS Contractor shall remove all provided equipment.

l. Pre-Sailing Visit: The HS Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the HS Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. Written receipt for acceptance of all services shall be obtained during this visit. The Ordering Activity shall provide a check or DD1155 for all finalized invoices prior to departure where the content of the invoice is not disputed. The HS Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The HS Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The HS Contractor's point of contact for this information shall be the Commanding Officer, Command Duty Officer, Operations Officer, or the Officer of the Deck.

10. UNIQUE / PARTICULAR SITUATIONS

a. Assisting two ships: If a ship, not in port, requests assistance from the HS Contractor, the ship will pay the husbanding services subsequent days' fee. However, if at the same time, using the same helo or other transport, the HS Contractor provides service to two ships (e.g. delivery of fresh fruits and vegetables (FFV) at one time for two ships using the same helo), the HS Contractor is entitled to bill for only one subsequent day.

b. Under Class I size vessels (based on the number of personnel): If two small vessels, under the size of Class I, IA or IB come into the port together, submit consolidated requirements, and have approximately the same schedule, the HS Contractor will only charge for one Class I, IA, or IB vessel vice two. However, if only one such vessel comes into port, the HS Contractor will charge full Class I rates.

c. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within 3 days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back on Saturday, Sunday or Monday, it will be charged subsequent day fees. If the ship comes back Tuesday, it will be charged the first day rate).

d. If a ship comes into port and does not notify the HS Contractor or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days, subject to the conditions in paragraphs (b) and (c) above.

e. Ship Repair: If ship repair is required and performed in one of the ports covered by this contract, husbanding services will be provided only if requested by the ship. U.S. Navy Ships in shipyards at locations covered by this contract may order supplies and services from this contract without the requirement to also order Management Services.

f. The HS Contractor is required to be able to simultaneously husband thirty (30) ships throughout the Region, including up to two (2) Class V and two (2) Class IV ships in a single port simultaneously.

g. Order of Priority of Usage: The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or, if the port-provided supplies and services are less expensive than similar services provided by the HS Contractor or its subcontractors, or finally provide it themselves to include subcontractors. Where the reasonable cost of mobilization/demobilization for U.S. Government owned equipment exceeds the quoted price of the sub lot line item it is intended to replace, the HS Contractor shall use the least cost alternative to meet the requirement. Information on availability of host nation provided services, where available, is annotated on the Attachment 2 pricing schedules. If, for any reason, an item that would otherwise be provided by the Government, host nation, or port authority is not available, that item shall be provided by the HS Contractor at the price quoted in the Attachment 2 pricing schedules.

h. MARK V High-Speed Interceptor Craft (HSIC): MARK V (HSIC) Special Operations Craft may be in port or in the vicinity for up to 90 days conducting operations. The HS Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and only one Management fee shall be charged when husbanding two MARK V vessels at the same time.

i. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The HS Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit.

j. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HS Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong SAR and Singapore.

k. Other Personnel - Other U.S. personnel conducting business at locations covered by this contract may order off the contract without incurring Management Service Fees. Support of ‘Other Personnel’ is limited to

Logistics Response Teams and ship detachments (e.g. ship's beach detachment, site survey team, advance force protection teams) in direct support of a ship visit. These orders do not involve continuous management of husbanding services and may be for items such as vehicles, phones or other services. For example these services may be ordered from the HS Contractor when hotels, transportation and rental of cellular phones are required for the personnel described above.

l. Short Notice Orders: The contractor shall perform all orders that are issued within the minimum order lead time annotated for each lot in the Attachment 2 schedules. If orders are issued with less than the required minimum order lead time prior to the start of performance, the contractor shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

m. The minimum order lead time applies to all Lot Line Items with the exception of XX21, Operations Other than War, which remain subject to the requirements stated in Attachment 9. The HS Contractor shall provide all requested services, to include mobilization of required equipment, when the Ordering LOGREQ is received from the Ordering Officer or their representative with a lead time greater than the number of days specified in the Attachment 2 schedules for the Lot location where performance is to take place.

11. LINE ITEM DESCRIPTIONS

a. LINE ITEM XX01 - HUSBANDING SERVICES (ANCHORAGE AND PIERSIDE)

The HS Contractor shall provide husbanding services to ships visiting the ports in the Region covered by this contract. Line Item XX01 requires that the HS Contractor perform all services and provide all supplies necessary to fully comply with the tasks and responsibilities described at paragraphs 1-10 above unless a task or responsibility is specifically included in a separately-priced Line Item below. The HS Contractor's responsibilities under these Line Items start prior to the arrival of the ship and continue after the ship's departure.

The price for Line Items XX01 covers all regular and overtime labor of HS Contractor's personnel supporting the ships plus indirect expenses, including all management, overhead, office expenses, and profit for performing tasks required by these Line Items.

The husbanding fee is based on the Class of the ship and broken down by the First Day and Subsequent Day of the ship visit. A husbanding fee may be provided to the HS Contractor for services rendered prior to the ship's visit, i.e. assistance to the ship's logistics response team.

b. LINE ITEM XX02 - TRASH REMOVAL

1. Trash removal service is the collection and disposal of refuse (i.e., trash) including liquid, semi-liquid, or solid garbage. Refuse does not include explosives and incendiary waste, or waste contaminated by medical and radiological processes.

2. The HS Contractor shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse. The HS Contractor shall provide dedicated refuse bins to the ship. The HS Contractor shall collect all loose refuse placed adjacent to refuse bins. The HS Contractor shall immediately clean up any spilled refuse. The HS Contractor shall properly dispose of all collected refuse.

3. For ships at pier side, the HS Contractor shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulation, or barges alongside the ship. The HS Contractor shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.

4. For ships at anchorage, the HS Contractor shall remove trash at the times agreed to by the HS Contractor and Supply Officer. The frequency of removal shall be as follows:

SHIP CLASS	DAILY FREQUENCY
I, IA, IB	1
II	2
III	3
IV and V	Continuously Via Dedicated Barge when permitted

5. For trash collection at anchorage, the trash barge shall be available 24 hours a day (where not contrary to law or port regulation) with suitable self-fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

6. For trash collection by barge, the HS Contractor shall provide trash barges/scows (with tug service if barge is not self-propelled) for ships at anchorage. The barges shall be completely empty at time of arrival at the ship. In situations where an empty barge is not available, the contractor shall provide a system to measure the volume of trash deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of the trash. All trash barges/scows shall be properly fendered to prevent damages to U.S. Government vessels. The HS Contractor shall have ready access to sufficient barges and equipment to support at least two (2) ships at anchorage simultaneously. The barge's crew shall be entirely responsible for the tending of lines and for barge's security. The movement of trash from the ship to the barge shall be performed with care by the ship's sailors and in the manner ensuring the safety of the HS Contractor's crew and barges. Any instances of unsafe practices shall be brought to the attention of the ship's Commanding Officer, to ensure that corrective and preventive action is taken.

7. In instances of bad weather or emergency where the ship must depart on short notice, the HS Contractor shall remove barges within four hours of being directed to do so by the ship. Should a vessel with a trash barge alongside experience an emergency where the ship must depart, the SUPPO will advise the HS Contractor at least four (4) hours in advance for the barge pick-up at no additional cost to the U.S. Government.

8. The HS Contractor shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The HS Contractor is also responsible to follow any environmental regulations required by each country. The HS Contractor is required to keep all disposal certificates and shall make them available to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore upon request.

9. Whether at anchor or pierside, U.S. Government personnel will dump the trash on the barges or in the containers.

10. Any spillage of refuse in the course of the removal operations shall be cleaned up immediately by the HS Contractor. Refuse containers, when used and when emptied, shall be returned to their original position with the lids (if any) replaced thereon.

11. The HS Contractor shall be paid based on the ACTUAL CUBIC METERS of trash removed. The HS Contractor shall be entitled to bill for 60 CM under sub lot line items XX02AC where the actual volume of trash removal is less than 60 CM (per order).

12. Where trash is required to be segregated, the Ordering Activity shall be required to segregate the material at the time of disposal. The HSP shall be responsible for providing separate containers for each vessel, clearly marked with the required categories and for informing the Ordering Activity, upon arrival, that segregation is required. If the Ordering Activity does not segregate trash as required, the HSP shall inform the Ordering Activity and Logistic Support Representative (LSR) prior to departure and bill for the cost of trash segregation under Line Item XX20, Incidentals within 48 hours after the vessel's departure.

c. LINE ITEM XX03 – FLEET LANDING

1. When ordered by the ship, the HS Contractor shall furnish services/supplies for the fleet landing area. The following is a list of the basic supplies and services that a ship may need. It doesn't cover all the services that may be ordered by a ship for fleet landing.

2. FLEET LANDING. HS Contractor shall provide the sub-line items specified in this Line Item and shall provide a unit price for each sub-line item. The unit price shall be per day for each item. Mobilization/demobilization charges shall be included in sub-line item price.

   The Fleet Landing LOT consists of the following:
   a. One (1), 40-feet refrigerator unit or two, 20-feet refrigerator units, with required power to operate the units.
   b. PORTABLE TOILET UNIT SERVICES. The unit price shall be for a single commode and one (1) urinal. The daily rate shall include pumping and cleaning as many times as necessary to ensure clean, sanitary condition and providing all chemicals, cleaning products and toilet paper. The HS Contractor shall check toilet facilities at least every six (6) hours to ensure cleanliness.
   c. PORTABLE ELECTRIC GENERATORS. The HS Contractor shall provide a portable, gasoline powered, electric generator capable of supplying power to portable lighting and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). Generator shall be at least 5KW with circuit breaker protector. Daily rate includes fuel, oil, and necessary consumables to operate the generator, transportation, set-up, dismantling and labor.
   d. Chairs (each per day)
   e. Long tables - approximately 2 meters in length (each per day)

   Any other supplies, services or quantities of supplies and services other than those listed above shall be provided in accordance with the procedures set forth in LINE ITEM XX20.

d. LINE ITEM XX04 – BROW SERVICES

1. Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The HS Contractor shall provide the brows specified in the schedule as ordered by the ship. A range of brow sizes is provided in each of the sub lot line items of lot line item XX04. All brows provided by port authorities, host nation, or US Government shall be billed at cost as port tariff items. Mobilization, demobilization, setup and placement shall be included in the proposed unit price of all XX04 sub lot line items. In cases where brows are provided by port authorities, host nation, or US Government free of charge, at reduced cost, or for mobilization/demobilization costs only; these costs will be reimbursed without additional fees or markup.

2. Due to the height difference between the submarine deck and pier, the HS Contractor provided submarine brow (must afford personnel a smooth and safe transit when entering or exiting the submarine deck. The submarine brow must be capable of supporting shore power cables without damaging the cable.

3. Brows shall be provided free of charge by Royal Navy Liaison Office (RNLO) in Sembawang port for ships berthed at piers 5, 6 , and 7.

4. The HS Contractor shall be entitled to bill for 4 hours of usage under this line item when actual usage is less than 4 hours (per order). Billing for brows shall be calculated up until the scheduled time of departure. Discrepancies, if any, between the number of hours billed at the pre-sailing visit and the actual number of hours used shall be invoiced and paid in accordance with the procedures in OC-1, Invoices and Payments, and the PWS paragraph 9.l. The order of priority of usage in paragraph 10.g. applies.

5. Mobile Crane Services

The HS Contractor shall provide mobile crane services (shore crane) with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each mobile crane ordered.

Crane services under this Line Item are for land cranes only. Floating cranes are to be provided and billed under Line Item XX20 procedures if required.

6. Forklift Services

The HS Contractor shall provide forklift services with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. Upon the Supply Officer's request, the HS Contractor shall provide information concerning forklift/lifting capacity. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered.

e. LINE ITEM XX05 – SHIP MOVEMENT SERVICES

1. The HS Contractor shall arrange pilots, tugs, and line handlers as ordered. The HS Contractor shall coordinate with port authorities, as necessary, to ensure that the services are available at the times requested. It should be noted that the port authority or other authorized sources provide these services, and are, therefore, to be priced in accordance with current tariff rates.

2. The HS Contractor shall provide tugs to bring ships to and from berthing locations. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

3. Only if pilots, tugs, or line handlers are not available through the port authority, the HS Contractor shall use commercially available sources and priced in accordance with the unit quantities indentified in the pricing schedule (LINE ITEM XX05AA, XX05AC, XX05AD and XX05AG).

f. LINE ITEM XX06 – WATER FERRY/TAXI SERVICES

1. The HS Contractor shall provide water taxis to transfer ship personnel to and from the ship and the fleet landing in accordance with Attachment 16 - Water Taxi Specifications. At the commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule. The HS Contractor shall provide water taxi service when the vessel is expected to be at anchorage for twenty-four (24) hours or more. Water taxi service shall be always available, with the exception of inclement weather, during the two (2) one-hour meal breaks and during refueling. At the commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule.

2. The hourly rate for taxi water service shall include a minimum of two (2) qualified operators (a driver and one other operator), any other helpers or crew members required by local authorities, all insurance, fuel, holiday surcharges, overtime, and other operating expenses. Operator qualifications are set forth in paragraph (16) below.

3. Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the ship. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection. The HS Contractor shall be entitled to a six (6) hour minimum rental fee in cases where actual usage is less than 6 hours (per order).

4. Deleted

5. If the HS Contractor cannot provide the size of water taxi ordered, the HS Contractor shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event the ship will be charged for the size of the water taxi ordered. For example, if one (1) 250-pax water taxi is ordered and is not available, then two (2) 125-pax water taxis shall be provided for the rate of one (1) 250-pax water taxi if acceptable to the Ordering Officer.

6. The HS Contractor shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the port or the country in which the port is located. Apart from compliance with local laws and regulations, the HS Contractor shall meet all additional requirements as set forth throughout the PWS. Water taxi shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, and fitted for service required. Further, water taxi shall be in a clean condition when presented for service and shall be free of debris. The water taxi shall be sufficiently clean so as not to soil passengers, their clothing, or possessions with dirt, grease, oil, or other matter. If the water taxi does not meet the requirements of this paragraph as determined by the Ordering Officer, the U.S. Government shall have the right to reject the water taxi for performance of services.

7. The HS Contractor shall ensure that all water taxis are fully licensed, registered, and insured, including adequate liability insurance, in accordance with local laws and regulations.

8. Each water taxi shall be equipped with at least one clean and serviceable life jacket for each passenger and crewmember, and all jackets shall be stowed in a readily accessible place.

9. Except as otherwise specified herein, the service shall include all equipment needed to transport personnel between the vessel anchored in the outer harbor, or in the inner harbor, fleet landing, or any designated pier or berth within the port. If it becomes necessary to change the landing point of the water taxi (pier or berth) within the port, the HS Contractor shall dock at the new landing point. In the event this occurs, it will be considered to be a "Change" to the contract. Any entitlement to and any amounts of additional or reduced charges shall be determined pursuant to the clause entitled "Changes" that is part of Contract Terms and Conditions – Commercial Items (FAR52.212-4)".

10. All water taxis used by the HS Contractor shall provide overhead covering.

11. Before the commencement of any services under this contract, the HS Contractor shall make the water taxi available to the Ordering Vessel's Commanding Officer or designated representative for inspection.

12. The following information shall be conspicuously posted in English and the language of the country in which the port is located:

    a. Current operator's/captain's license.

b. Passenger/weight capacity limits notice.
c. Location of life jackets and other life saving equipment.
d. Location of all exits indicated in large letters.
e. Emergency procedures.

13. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

14. 'Adverse weather' conditions are weather conditions in which operations of water taxis are unsafe for passengers and shall be determined by the Commanding Officer, Command Duty Officer, Operations Officer, Officer of the Deck, or local port authority. Operation of the water taxi shall be in a safe and seaworthy manner. Operation of water taxis is not allowed under adverse weather conditions.

15. The consumption of alcoholic beverages shall not be permitted aboard the water taxi.

16. Operator Qualifications: All personnel or employees of the HS Contractor operating water taxis, shall have all certification required and issued by the law of the country in which the port is located for the operation of the type, class, or size of water taxi being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the water taxis are to be operated to ensure the water taxis are operated in a safe and seaworthy manner. At least one operator on each boat must speak English. The HS Contractor is required to provide a minimum of two (2) qualified operators for each water taxi at all times.

17. Security: During the term of this contract, the ship(s) to be serviced will provide adequate and sufficient security personnel for maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the ship's Commanding Officer or designated representative. When such naval personnel are embarked in a HS Contractor-operated water taxi, he will be responsible for the good order and discipline of naval personnel.
18. In the event of a water taxi breakdown, immediately prior to, or during a trip, the HS Contractor shall immediately provide a replacement water taxi that complies in all respects with this contract, at no additional cost to the U.S. Government. If a water taxi is not operable when required under this contract, the HS Contractor shall immediately provide at no additional expense to the U.S. Government, a replacement water taxi which complies in all respects with this contract.

19. Any personal articles or items found on the water taxi after completion of each trip shall be turned over to the ship's Security Officer or his direct representative.

20. To verify a claim by the HS Contractor for any damage or destruction caused by the U.S. Government, it shall be the responsibility of the HS Contractor to ensure that the water taxi is jointly inspected before and after each trip by the HS Contractor and an authorized representative of the U.S. Government.

21. When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

22. Inspection and acceptance criteria for water taxi services. The Commanding Officer or his designated representative of the ARMY/USS/USNS/USCG ship shall inspect and accept all liberty boats/water taxis prior to transporting any personnel. Each order for liberty boat/water taxi services is made on the basis that the request is to be considered a final order/obligation of the US Government only after each water taxi has been inspected and accepted by the ship's representative. The ship's Commanding Officer is solely responsible for the safety of his crew and the subsequent acceptance of liberty boat/water taxi services. Upon ships, Commanding Officer's security personnel can inspect the water taxi's personnel. The following features or components may be inspected prior to acceptance.

a. HULL
   i. Watertight integrity of weather decks, bulkheads, watertight closures and interior hull structure.
   ii. Superstructure (including masts and stacks).
   iii. Railings, bulwarks and their attachment to hull, especially guardrails and lifelines.
   iv. Provisions for drainage of seawater from exposed decks.

b. MACHINERY
   i. Main propulsion and auxiliary machinery essential to operation of craft.
   ii. Sea and bulkhead closure valves.
   iii. Bilge suction strainers and dewatering systems bilge pumps to be tested by operation.
   iv. Bilges free of flammable liquids.

c. ELECTRICAL
   i. Cables.
   ii. Navigation, deck and emergency lighting.
   iii. Rotating electrical machinery, e.g., generators and motors.
   iv. Storage batteries.

d. LIFESAVING EQUIPMENT
   i. Life preservers sufficient number for maximum capacity of craft, accessible and in satisfactory condition.
   ii. Life raft(s) and hydrostatic release (where applicable) sufficient for maximum capacity.
   iii. First aid kits, life rings and distress lights.
   iv. Distress signaling devices.

e. FIRE FIGHTING EQUIPMENT
   i. Fire pump subject fire hose to fire pump pressure.
   ii. Portable fire extinguishers.
   iii. Fixed systems, e.g., CO2 cylinders

f. STEERING APPARATUS

g. MTSC SYSTEMS AND EQUIPMENT
   i. Harbor charts.
   ii. Ground tackle and mooring lines.
   iii. Whistle/fog horn, bell.
   iv. Compass.
   v. Radar.
   vi. 2 way radio capable of bridge to bridge communications.
   vii. Current licenses.

23. In the event the U.S. Government rejects a water taxi, the U.S. Government shall not be liable for any costs the HS Contractor incurs in presenting said water taxi for inspection.

24. The HS Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for U.S. Government review and inspection.

g. LINE ITEM XX07 - GENERAL CHARTER & HIRE ITEMS

YOKOHAMA OR COMPARABLE TYPE FENDERS

1. The HS Contractor shall furnish Yokohama or comparable type fenders for all classes of ships in accordance with the Schedule of Supplies and Services. Fender size is not specified as this is a performance based service. Fenders provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX07AC). The fenders quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee PER Yokohama or comparable type fender, and there is another SUBLINE ITEM for all costs associated with installation, and removal of one fender, as well as round trip costs associated with transport of the fender from another port, if required.

2. Rental is on a daily(24-hour) basis, per fender. Installation, removal, and transportation are charged as a "lot" per fender. The HS Contractor shall be responsible for securing the fenders to the pier.

3. The HS Contractor shall provide fenders with a minimum of two (2) mooring lines.

4. Fenders shall be provided free of charge by Royal Navy Liaison Office (RNLO) in Sembawang port to ships berthed at piers 5,6, and 7.

5. Sub lot line item XX07AH is applicable only to submarine fenders. Sub lot line item XX07AB shall be used for all other class 1 vessels. Recognizing that mobilization/demobilization costs for submarine fenders (XX07AH) vary significantly from those of other type fenders, transportation charges for submarine fenders shall not be subject to the quoted transportation charges of XX07AG. Instead, all transportation, storage, setup, mobilization and demobilization charges associated with submarine fenders (XX07AH) shall be included in the quoted price of this sub lot line item.

INTERPRETER SERVICES

The HS Contractor shall provide interpreter services when ordered. The interpreter shall be fluent in both spoken and written local language and English.

OILY WASTE REMOVAL

1. Oily Waste is defined as any liquid petroleum product mixed with wastewater and/or oil in any amounts, which, if discharged overboard, would cause or show sheen on the water. The HS Contractor shall dispose of any combination of oily waste and grey water as oily waste.

2. Oily Waste is measured by Cubic Meter (1CM = 264.2 Gallons). The HS Contractor shall submit, as an attachment to the invoices for disposal services, a document verifying the quantity collected and the name of the disposal plant where the oily waste have been or will be disposed. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from the ship.

3. The HS Contractor shall comply with the environmental requirements of each country where oily waste is disposed and shall be liable for any costs incurred as a result of the HS Contractor's failure to comply with such requirements. The HS Contractor shall keep all disposal certificates and shall make them available to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore upon request. If the ship concurs with the volume, the ship will pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped. The HS Contractor will submit a request to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore for the difference, accompanied by disposal certificates. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore will investigate and resolve the issue, and will arrange for the ship to pay any amounts determined to be due.

4. Oily Waste Removal involves the collection of Oil and Aggregate Water generated by the ships. The requiring vessel will pump this waste into HS Contractor-provided tanks or barges. The HS Contractor shall provide all equipment and facilities required to remove oily waste, including hoses and connections compatible with the

ship being serviced. The HS Contractor shall provide hoses of sufficient length from equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

5. In all cases when a ship orders oily waste disposal services, the HS Contractor shall invoice and will be paid the contract schedule's minimum daily quantity of 60 CM for providing the disposal services, even if the oily waste quantity pumped and disposed that day is less than the 60 CM minimum quantity. Payments over the minimum daily quantity of 60 CM shall be for the amount of oily waste cubic meters removed at the appropriate per CM rate in the schedule. The HS Contractor shall not invoice any charge (either the daily minimum or the additional per CM rate) for ships that do not order disposal services.

6. In the event the HS Contractor subcontracts oily waste disposal, the HS Contractor shall be liable for any costs incurred as a result of the disposal operator's failure to comply with local requirements.

7. The HS Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed. The Government reserves the right to independently verify the volume of discharge using certified flow measuring devices.

8. When removal is done via barge, the HS Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

PRATIQUE/AGRICULTURAL SERVICES

The HS Contractor shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

PORT DUES

1. In some countries, the port authority or concessionaire charges port dues to the visiting ship. The port dues may be based on the length or based on the gross tonnage of the ship. Only 'FINAL' invoices will be accepted for payment.

2. Attachment (19) of the solicitation lists some of the unclassified agreements. However, this is not a complete list of all the relevant countries.

3. Clause OC-10, titled Host Country Agreements, outlines the limitation of the U.S. Government to pay for certain port dues, fees, or use fees.

4. Sub lot line items XX07AS and XX07AT are intended to provide a suitable landing area for ship's boats or water taxis, when ordered. items XX07AS and XX07AT are also intended to provide a suitable area, adjacent to the ship berth or water taxi point of debarkation, for placement and operation of the fleet landing lot items ordered under lot line item XX03. The fleet landing sub lot line items are detailed in the PWS paragraph c.2.

5. Sub lot line items XX07AQ, XX07AS, XX07AX, and XX07BA shall only be used when the port is not publicly owned/operated.

STEVEDORE SERVICES

The HS Contractor shall provide stevedores for general labor. Billing shall be at the hourly rate for worker.

BREASTING BARGES

1. The HS Contractor shall furnish camels in accordance with the Schedule of Supplies and Services. The camels shall be flat surface platforms to be placed alongside the pier and sufficiently capable of breasting the ship away from the pier or from other ships.

2. The HS Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3. The HS Contractor shall place additional fenders between the breasting barge and the ship when requested.

4. Breasting barge size is not specified as this is a performance-based service. The HS Contractor is responsible, as part of its understanding of the requirement, for determining the appropriate barge size for each combination of vessel class and berthing configurations required at each lot. Barges provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX07BF). The barges quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee for the barge, and there is another SUBLINE ITEM for all costs associated with installation, and removal of the barge, as well as round trip costs associated with transport of the barge from another port, if required.

5. Rental is on a daily (24-hour) basis, per barge. Installation, removal, and transportation are charged as a "lot" per barge.

LANDING BARGES

1. The HS Contractor shall furnish landing barges (i.e. pontoons) in accordance with the Schedule of Supplies and Services. The landing barges shall be flat surface barges for positioning at the stern or side of the vessel to serve as a loading/unloading platform for water taxi personnel or cargo; they shall not interfere with the operations of the ships' elevators or other equipment. Although landing barges are primarily used for class IV and V vessels, they may be ordered for use with any class vessel.

2. Landing barge size is not specified as this is a performance-based service. The HS Contractor is responsible, as part of its understanding of the requirement, for determining the appropriate barge size for each combination of vessel class and berthing configurations required at each lot. Barges provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX07BN). The barges quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee for the barge, and there is another SUBLINE ITEM for all costs associated with installation, and removal of the barge, as well as round trip costs associated with transport of the barge from another port, if required.

3. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

4. Rental is on a daily (24-hour) basis, per barge. Installation, removal, and transportation are charged as a "lot" per barge.

h. LINE ITEM XX08 - COLLECTION, HOLDING, AND TRANSFER (CHT)

1. The HS Contractor is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships throughout the area covered by this contract. The HS Contractor shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The HS Contractor shall be responsible for the supervision of the collection, transportation and disposal services to avoid any overflow of waste on the barge and at the pier. Services shall commence upon ship's arrival whether, at anchor or pierside. The HS Contractor shall pre-position CHT barges, when necessary, in accordance with force protection or other requirements.

2. The HS Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3. The HS Contractor shall remove sewage from the ship in HS Contractor-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

4. The HS Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT. The Government reserves the right to use its own metering device to verify measurement of sewage discharge. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from the ship.

5. The HS Contractor shall provide CHT hoses of sufficient length from HS Contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6. The HS Contractor shall properly dispose of all sewage. CHT collection, removal and disposal shall be priced based on the following conditions:

    a. (XX08AA) – CHT BY TRUCK: The husbanding HS Contractor shall provide services when the visiting ship is at pierside.

    b. (XX08AB) – CHT BY BARGE: The husbanding HS Contractor shall provide services when the visiting ship is at anchorage or the port authority has issued a directive stating that service must be performed by barge or the barge has been ordered by the ship. The HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

7. The CHT service shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the contractor shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT.

8. The HS Contractor will be guaranteed a minimum daily quantity of 60 cubic meters for providing these services even if the actual cubic meters of CHT removed is lower than 60 cubic meters. Note: 264.2 gallons = 1 CM (cubic meter).

9. The HS Contractor shall submit, as an attachment to the invoices, a document (certified by the ship's personnel) that indicates the quantity collected and the name of the disposal plant where the CHT will be disposed. The Government reserves the right to independently verify the actual volume of CHT discharged using a certified flow measuring device.

10. The HS Contractor shall request the ship's personnel to verify all removal figures at time of CHT collection. The HS Contractor shall follow any environmental regulations required by each country. If the ship concurs with the volume, the ship will pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped or 60 cubic meters per day, whichever is greater. The HS Contractor shall submit a request to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore for the difference, accompanied by disposal certificates. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore will investigate and arrange for payment of any additional amounts that are determined to be due.

11. The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the HS Contractor's report in writing. The HS Contractor is also responsible to keep all disposal certificates and shall make them available to Contracting Officer upon request.

12. In addition, the following applies specifically to Lot 20, Hong Kong:

    The HS Contractor shall discharge all CHT collected from the ship to the Hong Kong SAR Government designated discharging location. The prices for lot line item 2008AA and 2008AB on the Attachment 2 schedules shall be understood to require all the Collection Holding Transfer Sewage Removal and Disposal services described under this Performance Work Statement paragraph 11.h. but for the actual disposal/discharge costs. The disposal/discharge costs will be separately paid as a port tariff item.

i. LINE ITEM XX09 - FRESH POTABLE WATER

Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

1. Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See Attachment #18.

2. Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

    a. These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at these websites: http://www.epa.gov/OGWDW and http://www.tdh.state.tx.us/bfds. The HS Contractor shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

    b. The HS Contractor shall provide for the delivery of fresh potable water to the ships as ordered. The HS Contractor shall be paid for the amount of water ordered by the vessel. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, CERTIFIED METERING DEVICES.

    c. Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraphs (2)(a) and (2)(b) above. If the water source does not meet the requirements of potable water, the HS Contractor shall be required to provide water from an alternate approved source at no increase in the contract price.

d. Potable water pierside shall be delivered by pipeline if available. If pipeline is not available, potable water pierside shall be delivered by truck or barge and the ship will be charged in accordance with SUBLINE ITEM XX09AB. If a vessel is at anchorage SUBLINE ITEM XX09AC applies.

3. The HS Contractor shall be paid based on the ACTUAL METRIC TONS of potable water received on the ship. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities provided to the ship.

4. If potable water delivery is via barge, the HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position water Barges, when necessary, in accordance with Force protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

5. **BOTTLED POTABLE WATER -** The HS Contractor shall provide for the furnishing of fresh, potable water in bottles. The husbanding Contractor is responsible for ensuring that the U.S. Army Veterinary has approved the products recommended to the ship's Supply Officer. Information on how to request and obtain sanitary inspection is provided as Attachment #17. The minimum order quantity for this line item is 100 liters.

j. LINE ITEM XX10 – SHIP'S UTILITY SERVICES

OIL BOOMS

The HS Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom. Billing for LINE ITEMs XX10AA and XX10AB shall be per meter. For example, a 300-meter oil boom would be billed at 300 meters per day.

Oil Booms are intended to act as a precautionary measure in case of inadvertent leakage from equipment otherwise in sound operating equipment. Oil booms are also intended to mitigate the environmental damages that may otherwise result from inadvertent leakage. The HS Contractor shall notify the Ordering Activity, upon receipt of a LOGREQ request, if deployment of an oil boom at the proposed mooring location is contrary to host nation or port authority regulation so that the order for the oil boom service can be cancelled. Cleanup and disposal of oil is a port authority function. If the HSP incurs charges for these services, they shall be billed as port tariff items on a reimbursable basis.

SHORE POWER (INCLUDES CABLES, CONNECTION, FUEL, AND OPERATORS) 450-480V, 60 HZ

The HS Contractor shall provide shore power to the ship using a port-provided, permanent connection system or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels. The HS Contractor shall provide all cables and make all power connections between the generator and ship. The availability of shore power shall be in accordance with the schedule established by the ship.

Sub Lot Line Items XX10AC, XX10AD, and XX10AE are to be used only if/when shore power provided by port authorities is, for any reason, not available or inadequate.

SHORE STEAM

The HS Contractor shall provide shore steam to the ship. This sub lot line item is performance-based. Shore steam provided to the ship may be provided by any means (boiler or generator) so long as the pressure of steam delivered to the vessel is approximately 100 PSI (standard commercial pressure) and of acceptable quality for the vessel. Pricing for provision of shore steam shall be on a TBD basis and should

include the boiler or generator, fuel for the generator, mobilization/demobilization, hoses, and adapters appropriate to the vessel type, and water (where required) for the generator or boiler. This item shall be billed on a daily basis.

k. LINE ITEM XX11 – LAND TRANSPORTATION (PERSONNEL) SERVICES

1. GENERAL REQUIREMENTS :

   a. All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured (including adequate passenger liability insurance). The HS Contractor is responsible for delivering all cargo and personnel to the correct location on schedule.
   b. Deleted

   c. The HS Contractor shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government shall have the right to reject the vehicle for performance of services. The HS Contractor shall ensure that each vehicle is jointly inspected before and after a trip by the HS Contractor and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

   d. If a vehicle is not operable when required under this contract, the HS Contractor shall provide, at no additional expense to the U.S. Government, a replacement vehicle within three (3) hours that complies in all respects with this contract.

   e. All vehicles shall include drivers.

2. BUS SERVICE

   a. The HS Contractor shall provide air-conditioned bus services on an hourly rate basis and bill under LINE ITEM XX11AA. The hourly rate shall include one driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any additional driver, if required, shall be priced separately. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

   b. The HS Contractor shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition when presented for service and shall be free of debris. The bus shall be sufficiently clean so as not to soil passengers, their clothing or possessions with dirt, grease, oil, or other matter.

   c. In the event of a bus breakdown, the HS Contractor shall provide within two hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

   d. Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's Ordering Officer.

   e. The HS Contractor shall be responsible for ensuring that the HS Contractor and an authorized representative of the U.S. Government jointly inspect before and after a trip each bus. The U.S. Government will not consider any claim for damage to a bus, which has not been inspected.

   f. The minimum bus capacity shall be 40 passengers.

   g. A minimum daily price of four (4) continuous hours shall apply for each bus ordered less any time associated with bus breakdown or getting lost.

h. Drivers must be familiar with the area, have an appropriate driver license, and speak English. In the event the driver is unable to speak English, the contractor shall furnish an English speaking rider on the bus.

3. VEHICLE RENTAL SERVICE

a. Vehicle Specifications, Maintenance, and Malfunctions

(i) The HS Contractor shall furnish "new" air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations.

Sedans or SUVs shall have a minimum capacity of four (4) passengers and 1600cc engine.

In the event a "new" vehicle is not available in certain countries, the contractor shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. Vehicles shall be priced on a daily rate, except as noted below. They shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full. The prices for vehicles rented are based upon an assumption that the vehicles will be returned with an empty tank of gas. Therefore ships will be charged for a full tank of gasoline at the time of rental. There shall be no surcharge applied to the commercial price of the fuel. Vehicles can be returned with any amount of gasoline. Ships shall not be responsible for returning the vehicle with a full tank of fuel, and the HS Contractor shall not be obligated to credit the ship for the remaining fuel.

(ii) The HS Contractor shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and be responsible for all emergency repairs and services.

(iii) Should any vehicle break down while in the U.S. Government's possession, the HS Contractor shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than three (3) hours later. The replacement shall take place either at the point of breakdown or at the HS Contractor's office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the HS Contractor's expense. The U.S. Government shall be credited an hourly rate, pro-rated on the daily rate, for the rental cost between breakdown and vehicle replacement.

b. Substitution of Vehicles

(i) If the HS Contractor does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the HS Contractor shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group B car is ordered but unavailable, and if no other Group B vehicle is available, the HS Contractor shall furnish a higher group vehicle at the price listed for the Group B vehicle originally ordered.
(ii) In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

c. General Description of Vehicle Types

(i) The vehicles shall meet the general description set out below:

Medium-size Sedan (Group "B"): 2 - 4 doors; 4 - 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Passenger Van (Group "M"): 9-passenger capacity; air conditioning; minimum 2000cc engine (except for Hong Kong where capacity is 7 passenger).

Cargo Van (Group "X"): 12 Cubic Meter volume capacity, air conditioning; minimum 2000cc engine.

Executive Sedan with Driver (Group "E"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan. This group requires an executive sedan and shall be provided with a driver. Drivers must be familiar with local area, and must speak English. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. No individual driver shall be required to drive more than 8 hours. Drivers must not have been driving within the previous 8 hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the daily rate, with the HS Contractor entitled to a minimum charge of 4 hours. The HS Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations by the provided driver. The daily rate shall be inclusive of the first 250 kilometers per day, all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals. Any additional kilometers per day beyond the initial 250 kilometers will be priced under SUBLINE ITEM XX11AM. The U.S. Government will reimburse the HS Contractor for additional costs in two cases: for highway tolls, and for the driver's overnight accommodation up to $120.00 or equivalent local currency, when required by U.S. Government business such as travel to another city, and upon presentation of an original invoice (using the online pricing application).

15-Passenger Buses with Driver (Group "Z"): All requirements concerning the rental of a vehicle with the driver described above in the "Executive Sedan with Driver" shall apply to this paragraph also.

d. Insurance and Liability.

(i) The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below.

(ii) The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

(iii) The HS Contractor and any Subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the HS Contractor, its subcontractors, its agents, or employees.

(iv) The HS Contractor shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The HS Contractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

(v) Paragraph (iv) shall not be construed as limiting the HS Contractor's liability to the amounts of the required minimum insurance coverage specified therein.

e. Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations.

f. Mileage and Deposit Charges. There are no mileage or deposit charges for the vehicles rented under this contract for all mileage travelled within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity's needs. The HS Contractor shall be entitled to an additional half days' rental fee at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

g. Time Periods of Rental. Rental time shall begin once the vehicle and driver are available for use alongside the Ordering Activity. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than 8 hours straight. Drivers must not have been driving within the previous 8 hours.

l. LINE ITEM XX12 - TELEPHONE SERVICES AND COMMUNICATION EQUIPMENT

1. Landlines (LINE ITEM XX12AA): Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Installation charges shall be inclusive of all costs for installation and removal of landlines. Usage charges and port tariff fees associated with landline connections (LINE ITEM XX12AB) will be the actual charges computed in accordance with the local or national tariff.

2. Cellular Telephone Services (LINE ITEM XX12AC): Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under LINE ITEM XX28AC. The HS Contractor shall have readily available a minimum of 10 cellular telephones at a given time. Each mobile phone provided shall include an operating manual/instruction with published rates for usage. Airtime for mobile phones shall be included under LINE ITEM XX12AD. Usage charges associated with mobile phones (LINE ITEM XX12AD) will be the actual charges computed in accordance with the local or national tariff.

3. The HS Contractor shall provide pre-paid International Calling Cards for official use (LINE ITEM XX12AE).

4. SIM cards with prepaid airtime shall be provided where the ship or operating unit has mobile phones and desires only SIM cards for use in the specific port area. SIM cards provided under LINE ITEM XX28AF shall include activation of the SIM card. HS Contractors shall not be obligated to provide quantities of sub lot line item XX12AF in excess of quantities permitted by host nation law or regulation.

5. PWS paragraph 9.h. details the priority in providers to MWR support to Ordering Activities. Calling cards ordered under sub lot line item XX12AE shall be billed in the denomination of the card, adjusted to USD using the OANDA exchange rate for the date of the order as outlined in the PWS paragraph 9.f. without additional markup or fee.

m. LINE ITEM XX13 - FORCE PROTECTION BARRIERS/PERSONNEL/SUPPLIES

1. Heightened Vigilance: The HS Contractor shall be alert at all times in order to contribute to the protection of the ship and its crew. The HS Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The HS Contractor shall report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

2. The HS Contractor shall fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S.

Navy Ships, Units and Personnel. Upon request the HS Contractor shall identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the HS Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The HS Contractor shall arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

3. Contractor/Subcontractor Identification: The HS Contractor shall identify how contractor and subcontractor personnel will be recognizable to ship's personnel. This may be accomplished by a combination of picture ID, badges, uniforms, access lists, etc. The HS Contractor shall also identify how support vehicles/vessels will be marked so that they are readily identifiable to ATFP/ship's personnel.

4. See Attachments 7, 12, 13, and 14 for specific Force Protection requirements and procedures.

n. LINE ITEM XX16 – AIRPORT/CARGO & MATERIAL HANDLING (PORT HANDLING COSTS)

1. The HS Contractor shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

2. The HS Contractor shall use counter-to-counter delivery and charge by each Bill of Lading. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

3. Shipping documents shall be labeled "SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HS Contractor.

4. The HS Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel. The HS Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

5. The HS Contractor shall receive the package from the ship and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

6. The HS Contractor shall deliver the package to the ship the day of arrival in port or the following morning. The HS Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

7. The HS Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HS Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

PAINT FLOAT

The paint float shall be no less than 5M in length but, in all cases, large enough to provide a safe and stable working platform for the occupants. Scaffolding may be of any height less than 3.5M from the deck, so as to provide a working platform at least 4M from the waterline. The paint float shall be equipped with suitable self-fendering to prevent damage to the ship. The price of these fenders shall be included in the quoted price of the paint float. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. Rails shall be no less than 1M from the working platform. The working platform shall be equipped with anchor points for harnessing. The Ordering Activity shall be responsible for providing safety harnesses, for obtaining

permission from local authorities prior to all work on the paint float, and for cleanup/disposal of all hazardous material generated or released outside the paint float. The HSP shall notify the Ordering Activity of local regulatory requirements concerning paint floats, assist the Ordering Activity in submitting requests and passing required documentation to the local authority where permission is required to work on the paint float, and arrange for required cleaning of the paint float upon return. The ordering activity is responsible for securing the paint float from the time custody has been transferred to them until returned to the HSP or the ship departs, whichever is earlier.

LIGHT TRUCKS (LOT LINE ITEM XX16AB)

a. The HS Contractor shall provide covered, lockable trucks with a driver to load/off load cargo and mail. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and offloading.

b. The HS Contractor shall be responsible for security and prevent loss/damage/destruction of cargo and mail.

c. The HS Contractor shall return all items left in rental vehicles to the ship's Ordering Officer.

d. The HS Contractor shall obtain written acknowledgement of vehicle service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

e. The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cost, except where the loss or damage is cost by the willful and wanton negligence of the U.S. Government employee.

f. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than eight (8) hours. Drivers must not have been driving within the previous eight (8) hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the daily rate, with the HS Contractor entitled to a minimum charge of four (4) hours. The HS Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. The daily rate shall be inclusive of all mileage travelled within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor) , all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals.

g. The HS Contractor shall provide vehicle service with qualified drivers for official government business.

h. The HS Contractor shall provide one-way transfer vehicles with drivers to transfer cargo between a designated pick-up point and a specified destination within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity's needs. The HS Contractor shall be entitled to an additional half days' rental fee at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

i. The HS Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

j. The HS Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

k. If the unit of issue is by "Day", then the rental period shall constitutes 24 hours.

MANLIFT (WITHOUT OPERATOR)

The HS Contractor shall provide a manlift (without operator) and a full fuel tank. The HS Contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning. The HS Contractor shall conduct training on safety and operating procedures for ship personnel. The HS Contractor shall maintain documentation of ship personnel acknowledgement of the training.

p. LINE ITEM XX17 - PROVISIONS

(1) Provisions

Note: Orders for fuel and provisions are primarily ordered under other U.S. Government contracts. Use of these contracts for fuel and provisions (eg. DESC fuel contracts and DSCP-Pacific provisions contracts) is mandatory when available. If U.S. Government contracts are either unavailable or cannot make delivery within ship scheduling constraints the HS Contractor must receive prior permission from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer before providing these services to the ship, including mobilization. When requested by the ship, the HS Contractor shall pass these orders to the other U.S. Government Contractors involved. The ship's Supply Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may award contracts or purchase orders for these non-priced items to other U.S. Government contracts.

a. When requested by a ship, the husbanding HS Contractor shall assist in arranging for the timely provision of subsistence items. LINE ITEMs XX17AA through XX17AC identify the fees that will be paid the HS Contractor for arranging subsistence items. FFV shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using night soil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. Bread and Eggs must be in accordance with Attachment #11. The husbanding services HS Contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and local currency; and total price in U.S. dollars and local currency as indicated in the "INVOICING AND PAYMENT CLAUSE". (Example: 10 pounds tomatoes @ 2,50 euro/$1.00 USD per Pound = 25,00 Euro/$10.00 USD). Any delivery charges shall be shown separately. The HS Contractor shall use the conversation rate to convert Kilogram (KG) into US pounds (LB) is: 1 KG = 2.2046 LB.

b. If the total cost of FF&V and subsistence items ordered and received by a ship under this contract exceeds $10,000.00 for a port visit, the HS Contractor shall submit a report via e-mail to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the HS Contractor shall provide copies of all quotes obtained. This report is in addition to the LogSSR report.

c. The husbanding HS Contractor shall ensure that the sources recommended to the ships Supply Officer for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement.

d. Information on how to request and obtain sanitary inspection by the U.S. Government is provided as Attachment #17.

e. The HS Contractor shall retain documentation of inspection of sources recommended or selected as suppliers of subsistence items. Under no circumstances shall the HS Contractor recommend or offer for acceptance subsistence items from non-approved sources.

f. All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

g. The fee specified in sub lot line item XX17AA has a unit of issue of 'EA' (each). This fee is for the arrangement of one line item of provisions, not for a quantity of one provision. For example, if one provisions order contained ten different line items and a quantity of five for each line item, the HS Contractor would be entitled to bill under sub lot line item XX17AA for a quantity of ten with a unit of issue 'EA'.

q. LINE ITEMS XX18 - FUEL

1. Orders for fuel and provisions are primarily ordered under other U.S. Government contracts. Use of these contracts for fuel and provisions (eg. DESC fuel contracts and DSCP-Pacific provisions contracts) is mandatory when available. If U.S. Government contracts are either unavailable or cannot make delivery within ship scheduling constraints the HS Contractor must receive prior permission from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer before providing these services to the ship, including mobilization. When requested by the ship, the HS Contractor shall pass these orders to the other U.S. Government Contractors involved. The ship's Supply Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may award contracts or purchase orders for these non-priced items to other U.S. Government contracts.

2. Other procedures apply as follows:

(a) Fuel (MGO/F76)

(i) Ships may order fuel, as described in paragraph 1 above, with the assistance of the HS Contractor. The HS Contractor shall advise the Supply Officer of available bunkers, or existing fuel contracts issued by Defense Energy Support Center (DESC) or Navy Operational Logistics Support Center. If requested by the Supply Officer, the HS Contractor shall pass fuel orders to the appropriate fuel supplier, and will coordinate delivery. The DESC Overseas Ships' Bunkers Contract Bulletin SP0600-02-0013 may be accessed at http://www.desc.dla.mil/DCM/DCMPage.asp?PageID=227 . Disagreements between any DESC Contractor and the HS Contractor shall be forwarded to the DESC Contracting Officer through Logistic Supply Center Fuel Manager specified at the time of award for each region. HS Contractors who buy fuel through other than government sources when available without express authority in writing from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer do so at their own risk. If the HS Contractor is authorized to provide fuel, U.S. Government shall not reimburse the HS Contractor for more than what the U.S. Government cost through approved DESC contracts would have been unless authorized by the Contracting Officer. The HS Contractor is required to provide any security vetting for DESC contractors in order to facilitate performance.

(ii) In the event that no U.S. Government or foreign Government owned bunker is available, or no DESC or NPO available contracts meets a ship's fuel requirement, or as directed in writing by the Contracting Officer, the HS Contractor shall assist the ship in arranging the procurement of fuel. The HS Contractor shall not provide any fuel or fuel-related service e.g., fuel barge or fuel truck, without first receiving specific advance approval to do so from a NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. This fuel shall be provided in accordance with Attachment # 15. The HS Contractor shall provide a fuel barge or truck to transport fuel to the ship, if required. LINE ITEMs XX18AA through XX18AD identify the fees that will be paid the HS Contractor for arranging fuel requirements. The HS Contractor shall be liable for any costs should the fuel provider fail to properly employ oil spill booms as required by local authorities or fails to comply with any local laws or regulations relating to the provision of fuel. Fuel caught in oil booms will be properly disposed. The HS Contractor shall be liable for any costs should the fuel provider fail to employ properly oil spill booms as required by local authorities or fails to comply with any local laws or regulations relating to

the provision of fuel. The HS Contractor shall deliver fuel "free on board" the ship whether at pierside or at anchor. The invoice shall indicate the unit and total price for the fuel and the price for the delivery of fuel to the ship. The contractor shall also include a statement with each invoice entry for fuel purchased from the contractor that identifies who directed it to provide the fuel and the preliminary steps taken by the contractor to ensure that government-owned fuel or fuel from a DESC contract was not available to satisfy the ship's requirement.

(iii) Other than the price specified under LINE ITEM XX18AA Fee for Acquiring Fuel and LINE ITEM XX18AC Fuel Delivery/Other, no additional fees shall be added to the price of LINE ITEM XX18AB Fuel, TBD. The HS Contractor shall be reimbursed at cost for the TBD purchase price of fuel and for delivery without additional markup.

(iv) In recognition of the fact that fuel is sold by weight (metric tons) and by volume (gallons or liters), the HS Contractor shall ensure all United States ships are provided with a fuel invoice and the appropriate customs certification demonstrating the quantity of fuel provided in metric tons and in gallons or liters. In the event that the HS Contractor is ordered to provide fuel, all terms and conditions of the fuel provider shall be provided to the Ordering Officer in the pre-arrival cost estimate or prior to the order being finalized if the fuel services are ordered after the pre-arrival cost estimate has been provided. For example, if a ship places an order for fuel and the fuel provider has a term or condition that requires the full quantity to be pumped into the requiring vessel without return of any fuel to the provider, this condition must be disclosed to the Ordering Officer in the pre-arrival message.

(v) The HS Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier. The cost for all barge inspections will be included in the fee for LINE ITEM XX18AC.

(vi) The HS Contractor shall load the ordered fuel and transport to the ship. The HS Contractor shall transfer the fuel from the fuel barge or truck to the ship. The HS Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

(vii) The HS Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

(viii) Excess Fuel Procedures: Demurrage charges accrue when the entire quantity of fuel ordered cannot be delivered on or before the date and time specified in the fuel order. Demurrage charges do not accrue when fuel cannot be delivered due to the fault of the service provider (e.g. pumping rate of the barge inadequate to deliver fuel within the time specified by the order). See PWS paragraph 3.i. for further details. Pricing of XX18AD is in units of DAY and the compensation covers the daily cost of the barge used to deliver the fuel (regardless of the amount of fuel remaining in the barge). Since the great majority of fueling evolutions are via barge, the price of demurrage by barge should be used vice the demurrage price by truck. All required customs clearances are to be included in item XX18AA, Fee for Acquiring Fuel. If the ship does not offload all of the fuel ordered, the HS Contractor shall store the excess fuel and diligently attempt to sell it as soon as practicable. The HS Contractor shall receive a storage fee (demurrage) for no more than three (3) days. The HS Contractor shall receive a fuel disposal fee on a reimbursable basis upon presentation of vendor invoice for disposal services.

(ix) All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

r. LINE ITEM XX19 – OTHER PORT SERVICES

LOGISTIC SUPPORT TO GOVERNMENT TEAMS

a. Note: This Line Item is for logistics support in connection with ship visits to a port area. U.S. Government teams conduct surveys in a variety of ports in the Region. The U.S. Government may require the assistance of the HS Contractor in the ports to be surveyed.

b. The HS Contractor shall assign an individual to participate in and assist with logistical arrangements for a team that will perform the survey. This team may visit a variety of ports in advance of ships' visits to assess the force protection levels of the port and to perform related functions. The HS Contractor's assistance shall include providing logistical support as requested by the U.S. Government, coordinating access and interviews with local officials, local husbanding services, and support Contractors, coordinating necessary translation services for the team, and assisting in the development of a final assessment report.

c. The HS Contractor shall invoice port surveys at the subsequent day husbanding fee for a Class II ship in the port. In addition, the HS Contractor shall be reimbursed for economy class air transportation and daily per diem rate that includes lodging, meals and other related expenses. The per diem rates shall be those set forth in the Joint Travel Regulation (JTR).

d. Other HS Contractor out-of-pocket expenses related to the service(s) and anticipated by the HS Contractor will be invoiced and reimbursed at cost. The HS Contractor shall submit all receipts, invoices or other valid documents to support the incurred expenses. The HS Contractor shall not pay for hotels, meals, rental vehicles, telephone expenses and any other expenses that the U.S. Government team members may incur and for which they can be reimbursed under their U.S. Government travel orders.

e. If a delivery order with a "Not to Exceed " (NTE) amount is issued for the logistic support services, the HS Contractor shall promptly advise the NAVSUP Fleet Logistics Center Yokosuka or its sites' Contracting Officer and withhold performance if he expects to exceed this amount.

TENT WITH EQUIPMENT FOR SPECIAL EVENTS (INCLUDES TABLES, CHAIRS, LIGHTING AND FANS

The HS Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels. The HS Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills. The HS Contractor shall remove all provided equipment upon completion of services.

s. LINE ITEMS XX43 - INCIDENTALS

1. Incidentals: The HS Contractor shall arrange for incidentals using the Online Pricing Application, as further described in Attachment 8 and paragraph 3(o) above. Incidentals are supplies and services not priced on the Schedule of Supplies and Services or Port Tariff schedule that are within the scope of the contract, and are required during the course of the husbanding visit. Historical examples of items ordered that would be considered incidentals are listed at the bottom of each schedule in Attachment 2. Incidentals shall not exceed $50,000.00 per port visit unless prior permission is granted from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. The HS Contractor shall not be separately or additionally compensated for profit or mark-up on the prices of these items or for any other charges or fees associated with acquiring the supplies or services other than the price the HS Contractor pays its supplier for the supply or service except as the HS Contractor chooses to include allowances for any such profit, charges, or fees in the daily price for the Management Services or as part of the process proposed by the HS Contractor for implementation of the Online Pricing Application methodology for offering incidentals at fair and reasonable prices. The HS Contractor shall arrange for incidentals as described below:

a. Providing supplies and services. At the request of an Ordering Activity, the HS Contractor shall arrange for incidentals that are within the scope of the contract, are not pre-priced on the Schedule of Supplies and Services (Attachment 2), and are required during the course of the husbanding visit. In cases where sub lot line items do not exist under the corresponding lot line item in some lots, but exist under line items in other lots of the Attachment 2 schedules, the Government reserves the right to order these items within the scope of the contract, if required, as incidentals using the online pricing application. The contractor shall conduct necessary market research, contact potential suppliers, obtain price quotations, and, based on the information, provide an estimated price for the supply or service to the Ordering Activity and the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer using the Online Pricing Application. The HS Contractor shall not provide any incidental supplies or services until the HS Contractor and the Ordering Activity or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer agree on a fair and reasonable price for the supplies or services. For non-priced items with extended price less than $25,000, either the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka or its sites' Contracting Officer may determine if a quoted price is fair and reasonable. For non-priced items with an extended price greater than $25,000, only the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. At that point the Ordering Activity shall issue an order to the HS Contractor directing that it provide the supply or service in support of the husbanding visit at the agreed price. For supplies or services having an extended price (unit price multiplied by quantity) over $3,000, the HS Contractor must provide documentation to the Ordering Activity or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer, via the Online Pricing Application, that it has promoted competition to the maximum extent practicable. If the HS Contractor proposes the use of organic assets (HS Contractor-owned assets) at an extended price (unit price multiplied by quantity) over $3,000, the HS Contractor must additionally provide documentation to the Ordering Activity or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer, via the Online Pricing Application, that the price for use of the organic asset does not exceed the price for locally available assets that could be used to otherwise satisfy the requirement. When proposing to use an organic asset, the HS Contractor shall also provide a commercial pricelist, if available, showing the daily or hourly rates, inclusive of all operational and maintenance costs, that the HS Contractor charges other customers for use of the organic assets. Prices charged to the Government shall not be higher than the price for the same or similar services provided to other customers. The HS Contractor's use of the Online Pricing Application in accordance with Attachment 8 will be evaluated based on the criteria established in QASP and agreed upon as part of the HS Contractor's proposed process for determining fair and reasonable prices.

b. All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting Officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

c. Incidentals considered within the scope of this contract are defined at the description of contractual scope, paragraph 10.

t. LINE ITEM XX21 – OPERATIONS OTHER THAN WAR

* See attachment (9) PWS OOTW, for specific instructions.

u. LINE ITEM XX22 – COST REPORTING

1) See Attachment (8) PWS Cost Reporting, for specific reporting instructions.
2) All billing and cost reporting shall be made in the units specified in the respective LINE ITEMs.
3) **HS Contractor shall enter and report ALL expenditures under this contract (regardless of customer or ordering activity) into LogSSR and all non-priced expenditures other than port tariff (PT) items using the online pricing application in accordance with Attachment (8) PWS Cost Reporting.**
4) **The pre-arrival cost estimate is part of the Cost Reporting Lot Line Item. Requirements for the pre-arrival cost estimate report are described in Attachment (8).**

The following have been modified:
ATTACHMENTS

INDEX OF ATTACHMENTS

(1) Ship Types
(2) Schedule of Supplies/Services and Prices
    a. Region 1 – South Asia
    b. Region 2 – Southeast Asia
    c. Region 3 – Australia and the Pacific Islands
    d. Region 4 – East Asia
(3) Historical Data for Ship Visits
(4) Past Performance Matrix
(5) Past Performance Reference Information Sheet
(6) Performance Work Statement (PWS) for Husbanding Services
(7) Performance Work Statement (PWS) for Force Protection
(8) Performance Work Statement (PWS) for Cost Reporting
(9) Performance Work Statement (PWS) for Operations Other Than War (OOTW) and Logistical Support
(10) Quality Assurance Surveillance Plan (QASP)
(11) Quality Assurance for Provisions
(12) Floating Line of Demarcation (FLD) Specifications
(13) Picket Boat Operations and Specifications
(14) Security Guard Operations
(15) Fuel Specifications
(16) Water Taxi Specifications
(17) Request for Sanitary Inspection
(18) National Primary Drinking Water Regulations and Treated Water Quality Standards
(19) Unclassified Host Nation Agreements
(20) Government Material Available for Use

ATTACHMENT 1

SHIP CLASSIFICATIONS (DESCRIPTION OF U.S. NAVY SHIPS BY CLASS AND TYPE)

The following are Ship Classifications:

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	70
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360
Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854
Class IV					
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082

T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276
T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

Displacement is expressed in tons and represents fully loaded displacement.

The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

Attachment 2 – Schedules (See separate attached regional spreadsheets)

Attachment 3 – Historical Port Visit Data (See attached historical data files)

Attachment 4 - PAST PERFORMANCE MATRIX

A. CONTRACT NO. AND TYPE	B. CUSTOMER	C. DESCRIPTION OF SERVICE AND PERIOD OF PERFORMANCE	D. DOLLAR VALUE OF CONTRACT	E. DESCRIBE RELEVANCE OF THE CONTRACT TO THE PROPOSED CONTRACT	F. IDENTIFY ANY QUALITY, DELIVERY OR COST PROBLEMS IN PERFORMING THE CONTRACT. DESCRIBE CORRECTIVE ACTION AND ITS EFFECTIVENESS

NOTE: Additional pages may be used, but needs to follow the format of this form.

Attachment 5 - PAST PERFORMANCE
REFERENCE INFORMATION SHEET

THE FOLLOWING ADDITIONAL INFORMATION SHALL BE PROVIDED FOR AT LEAST THREE (NOT MORE THAN FIVE) CONTRACTS LISTED ON THE PAST PERFORMANCE MATRIX.

1. CONTRACT NO:
2. NAME AND ADDRESS OF THE CUSTOMER FOR WHICH THE CONTRACT WAS PERFORMED
3. NAME OF CUSTOMER'S POINT(S) OF CONTACT WITH DIRECT KNOWLEDGE OF THE CONTRACT
4. COMPLETE TELEPHONE NUMBER(S) (WITH COUNTRY AND CITY CODE)
5. FAX NUMBER (WITH COUNTRY AND CITY CODE)
6. INTERNET E-MAIL ADDRESS

Note to Offerors: Ensure that phone/Fax/E-Mail numbers that you provide are/have been called and verified by your company prior to sending and that they are <u>legible</u>. Please bear in mind that faxing handwritten numbers often blurs them.

<u>Attachment 6 – PWS (See PWS section of contract above)</u>

Attachment 7 - Performance Work Statement (PWS) for Force Protection

CLIN XX12 - FORCE PROTECTION SERVICES AND SUPPLIES

(a) Only the ship's Commanding Officer, the ship's Supply Officer, or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer is authorized to order Force Protection (FP) services under this contract. If any other activity or individual attempts to order FP services (e.g., NCIS, DAO, etc), the Husbanding Service (HS) Contractor is required to immediately inform the ship and receive a proper order prior to beginning performance of these services.

(b) The HS Contractor is responsible for providing or coordinating listed FP services as part of their Husbanding Services under Lot Line Item XX01. The HS Contractor shall develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HS Contractor must coordinate all aspects of FP planning and services with Port Authorities, host nation agencies, and U.S. Embassy security staff. If the host nation is supplying FP assets the HS Contractor must verify they are available and are scheduled to show up on time.

(c) The HS Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer. The HS Contractor shall not add any requirements without prior approval.

(d) The HS Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. The HS Contractor must explain what the added FP service will include and why it has been requested. The NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HS Contractor will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

(e) FP is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, having the objective of improving security to personnel and ships while in port. FP services or supplies may be provided by the host nation at no cost or may be billed at the public tariff rate. The HS Contractor is required to verify what services will be provided by the host nation. For the services that cannot be provided by the host nation, the HS Contractor is required to arrange these services by obtaining them from commercial sources at the prices indicated in the pricing schedule.

(f) The HS Contractor shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HS Contractor's written policy shall describe the required measures to protect ship schedule information.

(g) The HS Contractor shall provide as many services identified below as ordered by the ship or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. These services do not include other related services not listed, but may be required and separately ordered to attain a higher level of security in a port.

(h) Personnel providing force protection services must be responsive to instructions from the ship. This does not authorize force protection personnel to violate any local regulations, any Port Authority ordinances, or local decrees. The equipment and material used for the force protection services will be inspected by the ship's force to ascertain that they meet force protection requirements.

(i) Access Points: The HS Contractor shall establish a single entry and exit point to the pier area.

(j) Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

(k) Personnel Identification: The HS Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

(l) Background Checks: The HS Contractor shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations. The HS Contractor shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers. The HS Contractor shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The HS Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing. In addition, the HS Contractor will be required to provide vetting services for third party contractors such as DESC contractors.

(m) Access Lists: The HS Contractor shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

(n) Inspections: The HS Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

(o) Stand-Off Distances:

Objects: To the maximum extent practicable the HS Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

Unloading Zones: To the maximum extent practicable the HS Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship.

Warning Signs: The HS Contractor shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

Sign Specifications:
- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area, Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

(p) The unit price for force protection services shall include all costs associated with providing transportation, mobilization/installation and demobilization/de-installation, or arranging the requested services below unless the transportation, mobilization/installation and demobilization/de-installation is identified as a separate Lot Line item

number. The HS Contractor's invoice shall set forth the unit of issue identified for each service, total quantity ordered for each service, unit price, and the total price.

(q) The force protection services that the ships may order are:

(1) Jersey-type security barriers and CONEX box barriers capable of stopping a vehicle (automobile). (Price per meter per day)

(i) Concrete barriers
(ii) Water filled barriers (completely filled with water). Price must include water.
(iii) CONEX box barriers.

Mobilization, installation and demobilization will be billed under a separate contract line item number.

The HS Contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used as well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zigzag patterns to control the speed of access.

A personnel entry point must be established through the barriers. Barriers may also be used to seal off secondary Port gates. All barriers must be placed prior to a ship's arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

(2) Armed or unarmed security guard to control vehicle and personnel access to pier. (Price per guard per hour) Must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival.

The HS Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas. The HS Contractor shall comply with Attachment 14 for security guard operations.

Sub Lot Line Item XX14AA shall not be ordered where private, armed security guards are contrary to host nation law or regulation. In such cases, sub lot line item XX14AB, XX14AC, or XX14AD shall be substituted and the Ordering Activity notified at the time of the order.

(3) Floating Line of Demarcation (FLD) at pierside, equipped with anchors and lighting (for night visibility). (Price per meter per day) The floating FLD must be anchored at least 30 meters from ship. Oil booms are acceptable. Mobilization, installation and demobilization will be billed under a separate contract line item number.

The HS Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers but is to help identify a safe standoff zone. The HS Contractor shall comply with the specification of the FLD in Attachment 12.

(4) Unarmed and manned picket boat or waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities. Continuous coverage is required for the period of performance ordered by the ship or by the Contracting Officer. (Price per patrol craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

The HS Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone. The HS Contractor shall comply with Attachment 13 for picket boat operations and specifications.

(5) Unarmed and manned motorized patrol craft, approximately 5-10 meters in length, with own radio to communicate with ship and local authorities, to escort ship from pilot pickup point to mooring location. (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(6) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities, on call (available within 15 minutes). (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(7) Tire-shredding strips, equipped with metal spikes, to be placed across the entry to pier access. (Price per one strip per day) The strips shall be capable of disabling a vehicle, which drives over the strips in the wrong direction. Strips shall be at least one meter in length.

(8) Metal pedestrian-control fences (perimeter fences). (Price per 2x2 meters fence per day) The fences shall be at least two (2) meters high, two (2) meters wide, and sturdy enough to withstand wind and other inclement weather.

The HS Contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the HS Contractor will provide portable chain link fencing with vehicle and walk up entrances.

The perimeter fence provided by the HS Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved
Entry Point: Entry available for vehicles and personnel.

(9) Portable fluorescent lighting capable of illuminating 300 meters by 100-meter area. (Price per portable unit per day) The HS Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port's installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

(10) Weather resistant guard shacks, capable of holding at least two persons. Guard shack shall be enclosed, and shall have, at a minimum, one door and one window. (Price per unit per day)

(11) Hand held metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(12) Walk-through metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(13) Trained metal detector operators. (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(14) Hand held explosives detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(15) Walk-through explosive detector, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(16) Trained explosives detector operators. (Price per hour per operator) Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(17) X-ray baggage scanning machines, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(18) Trained X-ray baggage scanning operators. (Price per hour per operator) Operators shall search host national baggage. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities. Equipment shall be manned by professionally trained operator to operate the equipment 24 hours a day.

(19) Explosives disposal-trained diving services capable of inspecting pier before ship arrival. Must have obtained all applicable licenses and/or certifications from host nation prior to diving. (Price per hour)

(20) Battery operated bullhorns, new batteries included. (Price per unit per day)

(21) Sturdy tables with dimensions of at least two (2) meters long and one (1) meter wide, with four folding chairs. (Price per unit per day)

(22) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and open on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(23) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and closed on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(24) 800 MHz radios. Must be in excellent condition, and battery operated, with batteries included. (Price per unit per day).

(25) The HS Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ship's personnel while performing security checks on personnel, baggage, and vehicles. The office or tent will be large enough to accommodate a minimum of five (5) people. The tents shall have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The HS Contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or

tent. A fully charged, 20 LB, CO2 fire extinguisher shall be provided and kept fully charged. (Price per unit per day)

(26) The HS Contractor shall provide two-way radio sets capable of communicating with the ship, picket boats and to the shore patrol designated individuals. (Price per set per day)

(27) The HS Contractor shall provide an under carriage vehicle scanner to scan vehicle undercarriages. (Price per unit per day)

(28) Dive and Vetting: The HS Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities. The pier will be vetted prior to the ship's arrival. To the maximum extent practicable the HS Contractor shall inspect all watercraft at least 400 feet (125 meters) from the ship. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel. The HS Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in picket boats. (Per team per hour, minimum four (4) hours)

Attachment 8 - Performance Work Statement (PWS) for Cost Reporting

LINE ITEM XX32AA – COST REPORTING

A. Pre-arrival Cost Estimate Report

(1) The Contractor shall prepare an Initial Cost Estimate Report (referred to in this solicitation as the 'pre-arrival cost estimate') in response to all orders issued to the Contractor by any method identified under "ISSUANCE OF ORDER" in Contract Terms and Conditions – Commercial Items. The orders will be provided to the Contractor by ships, activities and individuals identified in the contract. The Initial Cost Estimate will include estimated prices for all items ordered. It will not be sufficient to simply state that the estimated price is "per contract" or "per Port Tariff".

(2) The Contractor shall send the Initial Cost Estimate Report by email to the requiring customers authorized to use this contract and to the and to the email address specified at the time of contract award for each region within **48 hours** after receipt of the LOGREQ/order. In the situation where the Contractor receives the logreq with less than two working days prior to the arrival of the ship, the Contractor shall make every effort possible to provide the cost estimate prior to the ship's arrival, but in no case, more than 48 hours after receipt of the LOGREQ.

(3) Any changes to an Initial Cost Estimate Report shall be forwarded by email to the requiring customers authorized to use this contract and to the email address specified at the time of contract award for each region .

(4) These estimates shall be provided to any other requiring customers authorized to use this contract based on the customer's request.

(5) In addition to the initial cost estimate, the Contractor shall provide any additional information and respond to the activity authorized to act on behalf of the ship, such as the Port Services office or the DAO.

B. LogSSR Reporting

The Contractor shall fully participate in the use of the Logistics Support Services Repository (LogSSR) web-based system. LogSSR replaces all previously used reporting processes such as legacy web-based systems like Cost Reporting and Forecasting Tool (CRAFT).

Upon award, the Contractor shall utilize the LogSSR to submit all reports and documentation related to the ship's visit. LogSSR can be accessed through the NAVSUP One Supply website at https://www.navsup.navy.mil/onesupply, redirected through www.navsup.navy.mil/logssr or directly at the official website of https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(1) LogSSR access and input.

(a) At the start of the contract period of performance, the Contractor shall enter the final itemized port cost information directly into the LogSSR database (Actual Cost Report) and email all corresponding documentation (Initial Cost Estimate Report, final invoices, and supporting documentation required by the contract). External Certification Authority Public Key Infrastructure (ECA PKI) is not required for entry, but no access to the contractor's information is accessible unless obtaining an ECA PKI.

(b) Contractors can obtain access to their submissions by obtaining an ECA PKI per the NAVSUP One Supply guidelines and requesting access through the website. Information can be obtained through the LogSSR website at https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(2) LogSSR functionality.

(a) This system is designed to gather all reports and documentation related to the ship's visit, beginning with the Initial Cost Estimate (referred to in this solicitation as the 'pre-arrival cost estimate') to the Actual Cost Report. All supporting documentation will be submitted by email to navsup_hq_logssr@navy.mil in PDF format (Adobe Acrobat) when the port visit information is entered into LogSSR. Although the pre-arrival cost estimate is a separate reporting requirement, a copy of this report shall also be submitted as part of the Actual Cost Report documentation described in paragraph (b) below. The Documentation is discussed below:

(b) Actual Cost Report:

(1) The Contractor shall create the Actual Cost Report in the LogSSR website directly, **within seven calendar days from completion of the ship's visit** . The contractor shall also send a copy of the order (i.e. SF 1155 or 1449), a copy of any Initial Cost Estimates, a copy of the logreq, and all the contractor's invoices and supporting documentation required by the contract as PDF files to theLogSSR email address of **navsup_hq_logssr@navy.mil** and to the email address specified at the time of contract award for each region concurrent with the creation of the Actual Cost Report in LogSSR.. The Contractor shall identify the line items as actual or estimated. This option is for those line items where the Contractor has not received the actual invoice before the ship leaves port, i.e. telephone bills. The Contractor shall include all port costs paid by each ship for which the Contractor provides husbanding services. The term "port costs" includes all supplies or services identified in the section of the contract titled, SUPPLIES/SERVICES AND PRICES, supplies or services furnished under another contract, and any other charge paid by the ship during the port visit.

(2) For ships that do not have payment capabilities, the Contractor shall send the signed DD Form 1155, invoices and the additional documents required clearly indicating that a payment is pending to the and to the email address specified at the time of contract award for each region and to the LogSSR email address of **navsup_hq_logssr@navy.mil.**

(3) Any changes to an Actual Cost Report (i.e. finalize the charges made on an estimated amount) shall be forwarded by e-mail to and to the email address specified at the time of contract award for each region and to **navsup_hq_logssr@navy.mil** email account as PDF file within seven calendar days of the change. The NAVSUP Fleet Logistics Center Yokosuka, Site Singapore contracting office will update changes to the LogSSR.

(4) The Actual Cost Report and supporting documentation will be visible in the LogSSR website by the government personnel with validation authority. Final reports of an HSP representative can be accessed through the website only by obtaining an ECA PKI that will provide access only to the HSP's submitted information.

NOTE: Before submission of reports or any other data to the NAVSUP Fleet Logistics Center Yokosuka or its sites' contracting office via electronic transmission or any other data media, the Contractor shall scan all documents with current anti-virus software to ensure computer virus free transmission. The LogSSR server scans all reports for computer viruses before inclusion in the databases. Any reports received containing computer viruses will be immediately returned to the Contractor.

LINE ITEM XX32AB – ONLINE PRICING APPLICATION

Online Pricing Application. The contractor is responsible for providing an On-Line Pricing Application to assist the Government in the estimating, tracking, forecasting and reporting of maritime husbanding support non-priced services. The On-Line Pricing Application will assist the Ordering Officer or Contracting Officer with requests for non-priced supplies and services. The online pricing application is the technology that implements the process for review and approval of non-priced item purchases. Therefore, the technology used to implement the non-priced item pricing process must be both reliable and accurate. The On-Line Pricing Application will also allow the Ordering Officer or Contracting Officer to review and approve the offered price for the non-priced item before the contractor provides the supply or service. The contractor will be required to upload accurate pricing data for all non-priced items requested or made available to the users of the contract where pre-priced items do not meet user requirements. The contractor shall not provide any non-priced supplies or services other than PT or NSP items unless they have been approved in accordance with paragraph (iii) below. All non-priced items requested or ordered under this contract shall be reported in the On-Line
Pricing Application. The On-Line Pricing Application is separate from the contract requirements for reporting pricing and costs in LogSSR.

The Contractor shall provide a web-based secure access to their program via secure user login and password no later than the beginning of the contracts period of performance. This program may be developed by the Contractor or procured as a commercial item. The program shall allow multiple simultaneous users to access the tool. Access shall be coordinated through the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer in order to limit access. Only authorized users will have access to the program. A common secured access shall be made available to the Fleet in order to allow access to all Ordering Officers in a particular area of operation. Any reports downloaded from the program are property of the U.S. Government and data rights are considered unilateral for the Navy portal into the program. All reports shall be downloaded into Microsoft Excel format. This application should be available for use through a web-based application without installing additional software onto Government computers. The HS Contractor's program should allow a computer with the following minimum configuration to access their system:

- Intel 2.8 GHz Pentium 4 processor
- a DVD Read Only and CD writable drive
- a 3.5 inch floppy
- SoundMAX Integrated Digital Audio with external speakers
- 1 Gigabyte of Memory and expandable to 4 Gigabytes
- 80 GB Hard Drive
- Windows 2000
- MS Office 2003 Pro with Word, Excel, Access, Ppoint, Outlook, Infopath
- Smartcard Reader Keyboard
- Wired Network Card

Note 1: The online pricing application requires internet access but is not a Navy IT system. Security of the HSP's data within the online pricing application is the responsibility of the HSP. All data in the online pricing application should be unclassified data.

Note 2: All reports provided under lot line item XX22 are not separately priced (NSP). Costs for submitting required reports under this lot line item should be included in the husbanding services fee. Separate cost reimbursement for development or purchase of the application is not authorized.

Note 3: The HS contractor shall provide a secure user login and password for all authorized Government users no later than the beginning of the contract's period of performance. A list of required government users will be provided at the time of contract award. If new Government user requirements become known to the Government after the initial list is provided to the HS contractor, the HS Contractor shall add new users and provide login and password within seven days of receipt of the request.

Note 4: Common secured access shall be provided to Ordering Officers and Fleet representatives for all port visit data. Any authorized Government user should have access to all historical data and pricing information.

At a minimum, the online pricing application must perform the following functions:

(i) Non-priced Item Cost Reporting:

(1) The Contractor shall maintain 'real-time' pricing data for all non-priced items ordered in all ports for which the Contractor provides husbanding services.

(2) The Contractor shall input and keep updated the programs' 'real-time' pricing via the Internet, using the online pricing application. The Contractor shall update this report at least once per day of performance between the hours of 0700 and 2300 while ship is in port until the completion of the ship's visit.

(ii) Final Price Report:

(1) A summary disbursement account must be itemized in detail, with the appropriate price shown against each item in a format similar to Attachment 2 within forty eight (48 hours) after a ship leaves port. Alternatively, it is acceptable for the Contractor to scan and attach suppliers' invoices to the online pricing application's disbursement account where this facilitates the process. The Contractor will in any event be required to retain all pricing data and invoices relating to non-priced items for review, future visit reference, and official audit purposes. These final reports may be provided to other ships or ordering activities visiting ports covered by the contract.

(iii) Non-priced Item Review Process

In accordance with Paragraph 3(o) of the performance work statement the HS shall develop and implement a process by which it will input the documentation and arrangements for non-priced lot line items into the "Online Pricing Application". The contractor shall mirror the competitive process found in the FAR/DFARS (Parts 13/15). For the purpose of evaluation and analysis, the HS Contractor shall provide the results (contractor written quotations) of competing the requirement with at least two commercial contractors, or provide catalog prices lists or tariff schedules with the contractor catalog or tariff schedule that confirms the stated prices are valid from that source, or provide invoices from previous commercial purchases other than the Navy. The HS Contractor is not precluded from adding an allowance for profit and/or an allowance for its administrative costs to acquire the non-priced items to the reported prices from suppliers. Such additions will also be shown in the Online Pricing Application. The HS contractor shall input the information into the Online Pricing Application for the review and approval of the authorized Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer prior to arranging for the non-priced item. For non-priced items with an extended price of less than $25,000, either the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable prior to an order being issued for the non-priced item. For non-priced items with an extended price greater than $25,000, only the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. All purchases of non-priced items other than port tariff items must be documented using the online pricing application. Items with an extended price <$25,000 will be reviewed and validated by the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer, but may be provided to the Ordering Activity at any time after a price is agreed upon by either the Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. Items with an extended price >$25,000 may not be provided or mobilized until the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer has agreed to the price and confirmed the price using the online pricing application. Using this process, all products and services arranged on behalf of the Ordering Officer shall be billed and reported under LOT Line Item XX43, Incidentals. The process will be monitored and evaluated using Attachment 10, Quality Assurance Surveillance Plan.

NOTES:

1. “All data obtained by the Government through the use of the contractor’s online pricing application during the course of the contract is for the Government’s use and shall be treated as ‘limited rights’ as described in DFAR 252.227-7013(13) after the contract expires”.

2. Failure to provide required reports in a timely manner as outlined in the PWS will result in penalties as outlined in Attachment (10) Quality Assurance Surveillance Plan.

Attachment 9 - Performance Work Statement (PWS) for Operations Other Than War (OOTW) Support

A. INTRODUCTION

(a) OOTW Support shall by rendered by or supervised directly by individuals fully qualified and licensed in the relevant profession, trade, or field. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses, and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety environmental and health precautions are taken to protect the work, the workers, the public, and the property of others.

(b) Operations Other Than War (OOTW) refers to a "Contingency operation" as that term is defined in FAR 2.101 and includes emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. For the purpose of this contract, OOTW support will be "First Responder" support for U.S. Navy or other forces authorized to order under this contract and will generally be limited to the initial support for a contingency operation lasting no more than thirty (30) days. In addition, it is anticipated that the estimated cost of supplies and services that may be ordered under this Line item during a single 'contingency operation' will not exceed $1,000,000. The supplies and services necessary to support these type of contingencies will include but be not limited to potable water, blankets, tents, transportation, interpreters, drivers, construction materials, medical supplies, trucking support and other logistics support necessary to support the first responder teams.

(c) In addition to rescue and humanitarian relief missions, contingency operations can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property. For purposes of this contract, it also includes Non-combatant Evacuation Operations (NEO's), or an unplanned, real world deployment of troops for an period of time not to exceed thirty (30) days. The provisions of FAR part 18, Emergency Acquisitions (effective 5 July 2006), apply in full to the OOTW requirements of this contract.

B. ORDERING AND PRICING

(a) Lot Line Items XX21AA and XX21AB are used to order Management Services in support of Operations Other Than War.

(b) Recognizing that the specific Management Services that may be required will likely vary depending on the particulars of the individual Operation Other Than War, the Lot Line Items are priced on a per person/per day basis. All orders for specific supplies or services shall be ordered under Lot Line Item XX20, Incidentals and shall be arranged using the online pricing application described in Attachment 8. The $1,000,000 maximum dollar limit per OOTW contingency replaces the $50,000 maximum dollar limit that otherwise applies to Lot Line Item XX43. The management services ordered under Lot Line ItemXX21 are separate from the specific services outlined below.

(c) Management Services in support of an Operation Other Than War in all situations will be ordered under Management Services Lot Line Item XX21.

(d) (Deleted)

(e) At the time the Government orders services under the Lot Line items it will provide the Contractor a detailed list of tasks that the Contractor shall perform. The tasks shall be within the scope of the tasks further described below. The Contractor shall use its best efforts to fully perform the set of tasks within the limitation of the number of persons/number of days of service ordered by the Government.

(f) The Contractor shall promptly notify the Government if it believes that it will be unable to fully perform the specified tasks because the Government has not ordered sufficient services under these Lot Line Items.

(g) The Contractor shall furnish personnel who are familiar with the manner in which the U.S. Navy operates, speak the local language that is normally used at the site of the OOTW, and speak and read English. The Contractor shall ensure that the personnel provided under these Lot Line Items arrive at the OOTW site by the date and time specified in the order. The First Day and Subsequent Day Management Fee rates shall include any costs for the Contractor employees to travel to and from the OOTW site, and the costs of food and lodging for the Contractor while at the OOTW site. Contractor employees will not normally be provided meals or lodging at U.S. Government expense nor will they typically be entitled to Government-furnished lodging and meals on a reimbursable basis.

(h) The Contractor shall have a network familiar with the different political and commercial infrastructures, cultural and lingual background, and business practices either throughout the Region or in each country covered by the contract. In order to assist the Navy's response to OOTW, the Contractor shall furnish personnel with the following qualifications:

(i) Ability to speak the local language in the country where OOTW is being conducted
(ii) Capacity to travel to the OOTW or forward logistic site within 24 hours of notification
(iii) Current inoculation records
(iv) Possess a valid up-to-date passport

(i) For each increment of one person for one day that the Government orders, the Contractor shall provide one qualified employee to work on tasks identified at the time the order is issued for a period of at least 12 hours per day. The Contractor employee will perform those tasks at the OOTW site. The Contractor shall provide the Government a point of contact for questions and issues that arise in connection with the tasks identified at the time the order is issued who can be contacted during the portion of the 24-hour day that the Contractor's employee is not at the OOTW site.

(j) These are not personal services. Contractor employees performing services under these Lot Line Items will perform the tasks identified by the Government at the time the order is issued. The Contractor employees performing the services are under the supervision and direction of the Contractor. Should the Government have concerns with the manner in which the tasks are being performed or have a need to modify the tasks, it shall contact the Contractor.

(k) Services that may be required under this Lot Line Items include, but are not limited to, providing interpreter support, providing expertise on locally-sensitive cultural issues, liaison with local political and police authorities, and providing technical assistance in acquiring necessary supplies and services.

(l) The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government Contracting Officer shall place the order. As with the Management Services Lot Line Items for Husbanding Services, the Government may also direct the Contractor to acquire necessary supplies and services in accordance with Lot Line Item XX20, Incidentals as outlined in the Husbanding Services PWS. All supplies and services ordered in support of OOTW contingencies shall be arranged and reported using the online pricing application described in Attachment 8.

(m) If an operation is not associated with a ship, or if the Contractor's services are required inland (i.e., more than 100 Km from the nearest port), OOTW fees under this Lot Line Item will apply. If the service is provided in a port vicinity (within 100Km of the port) and the requirement is received from the ship or a contingent on the ship, the Contractor's husbanding fees under Lot Line Item XX01 and Lot Line Item XX01 shall apply.

(n) Management Services for Operations Other than War (OOTW) Lot Line Item . When supplies or services are ordered under the Operations Other than War (OOTW) Lot Line Item , the Government will clearly identify the days during the performance period for which it is ordering Management Services. Because of the range of situations under which the Government may order supplies and services under the OOTW Lot Line Items, there is less certainty that the Government will order Management Services for each day of an Operation Other Than War than

when the Government orders husbanding services. The Contractor is not required to provide any services described under the OOTW Management Services Lot Line Items on those days for which services are not ordered. Regardless of whether Management Services are ordered for a particular day, the Contractor shall still provide a point of contact to address Government concerns about supplies or services to be delivered on that day. Assistance by the Contractor in providing status and/or rescheduling deliveries will not in itself constitute an order for Management Services.

(o) If an advance party arrives in a country for OOTW and requires services under these Lot Line Items prior to the start of the OOTW event, the Contractor shall be compensated for the services provided at the subsequent day rates for these Lot Line Items. The Contractor is not required to provide any services to an advance party under these OOTW Lot Line Items without first receiving an order for such services. The Contractor may be required to support multiple operations at the same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the HS Contractor's services are ordered.

(p) The Contractor's POC for Husbanding Services, or an alternative designated in writing to the Contracting Officer, shall be available (either in person or by telephone) twenty-four (24) hours a day, seven days a week, during the time frame of the OOTW operation. The POC or the alternative shall assist the on-site Government representative in fulfilling OOTW logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements.

(q) If an advance party arrives in a country for OOTW, the Contractor shall bill at the OOTW subsequent day rate. If the operation is on going, the Contractor shall bill the OOTW first day rate and then subsequent days. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the Contractor's services are ordered.

(r) The Navy may require identification of potential sources and/or delivery for supplies and services such as:

Bottled potable water, portable latrines and services, floodlights, billeting services (hotel/motel rooms, services), meal services, tents, shower trailer and related services, refuse collection services, laundry and dry-cleaning services, forklifts, clothing, construction material, parts for vehicles, air conditioners, refrigerators, cell phones, IT equipment, repair parts, medical supplies, generators, commercial vehicles, pest extermination services, plumbing services, fuel, expediting or delivery services, MWR support, mortuary services, cultural awareness training, dietician support, translators, office supplies, boat ramps, pier/wharf/pontoon space, security fencing, security services, light trees, and Internet services (e.g., WI-FI services).

(s) In addition, the Navy may require either the identification of potential sources or delivery of any other types of supplies/services that will be unique and specific to the OOTW situation involved. Due to the unique nature of OOTW situations the range and depth of requirements will potentially be extensive. Normally, the Contractor shall not be required to perform until the Contracting Officer issues an IDIQ order for additional OOTW support.

(t) In very unique time sensitive situations the Contractor may be tasked to source and provide a large variety of supplies and services on a very compressed delivery schedule in support of large scale operations like NEOs, etc or other real world events.

C. SUPPLIES AND SERVICES

The items listed below are examples of what may be ordered under the OOTW portion of this contract. Prior to ordering OOTW supplies or services, a warranted Contracting Officer authorized to place orders under the contract will review any descriptions or statements of work to ensure they adequately describe the Government's needs and all terms and conditions are properly defined.

1. BOTTLED POTABLE WATER

The Contractor shall provide for the procurement and delivery of potable water to a specified site(s). The Contractor shall provide for the furnishing of fresh, potable water in 1.5 liter-sized bottles. Potable Water is defined as fresh drinking water of a quality not less than that prescribed in:

(a) Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See Attachment #18.

(b) Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

EXAMPLE OF GENERAL PRICING FORMAT FOR POTABLE WATER:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
XXXX	Bottled Potable Water (1.5 liter)	bottle	_____	$_____	$_____

2. PORTABLE LATRINES & SERVICES

(a) PORTABLE LATRINES (Specifications) - The services to be rendered consist of the rental of latrines (toilets), all labor, transportation, delivery, pick-up, dismantling, repair and maintenance, tools, materials, supervision and servicing of latrines.

(1) The Contractor will provide portable, chemical latrines (one seat) that are of the standard commercial-type, a single cabin unit in the approximate size of 1.25 m (wide) x 1.25 m (deep) x 2.0 m (tall). The cabin is to be equipped with a hand cleaning agent (dispenser) if available, a urinal, a holding tank (minimum capacity of 250 Liters), one toilet paper holder, a clothing hook, ventilation outlet, a lockable door, and a translucent roof.

(2) The Contractor will provide all labor, material, transportation and equipment required for the delivery and installation of the latrines, emptying/servicing, removal of sludge as necessary to the appropriate sewage disposal point and the pickup of the Latrines at the expiration of the rental period. In addition. the Contractor must provide all chemical agents to include antifreeze during freezing weather.

(3) The Contractor must implement a quality assurance program that will ensure that his work and the work performed by his employees is accomplished in such a manner that is in conformance with applicable standards of the trade and is in compliance with local and federal host nation Ecology Laws and Directives. The Contractor must obtain, and hold current, all necessary permits for the operation of his service and disposal vehicles on Saturdays, Sundays and local national/US holidays.

(b) SERVICING OF LATRINES

(1) The servicing of EACH latrine must be accomplished DAILY, TO INCLUDE ALL WEEKENDS, AND LOCAL/US HOLIDAYS. Servicing will include the replenishment of all chemical agents. Each cabin interior will be completely cleaned with a disinfectant agent, and the exterior walls will be cleaned as appropriate to give a well-maintained appearance. The hand cleaning agent will be replaced as needed, and the latrine will not be allowed to be without cleaning agent or toilet paper.

(2) The cleaning/servicing will be accomplished between the hours of 0700-1900 hours daily or as otherwise directed by the Contracting Officer or a Contracting Officer Representative (COR).

(c) DELIVERY OF LATRINES

(1) The latrines will be delivered operational and ready-for-use. The Contractor will provide a document written in ENGLISH (in duplicate), which provides the user a means of inspecting the condition of the latrines. The Contractor and the US Government Representative will jointly inspect each latrine for

damages (dents, scratches) and completeness. The document must be signed and dated by both the COR and the Contractor as acknowledgment that the latrines were actually delivered and in the condition described/annotated. A copy of the document will be retained by the Contractor and the COR for use during the joint Inspection that must again be conducted at the end of the rental period. Both the COR and the Contractor will sign the document to acknowledge the return of the equipment in the described/annotated condition. Reasonable wear and tear, as well as damages which are not annotated on the turn-in document will not be considered as valid if the Contractor later submits a claim against the government.

(2) When re-locations are specified in the contract, the Contractor must perform the required services as specified below:

(i) When the Contractor is notified prior to 12:00 hours, the work must be accomplished on the same day.

(ii) When the Contractor is notified after 12:00 hours, the work must be accomplished not later than 10:00 hours the following day.

EXAMPLE OF GENERAL PRICING FORMAT FOR LATRINE RENTAL/SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT OF PRICE	TOTAL
xxxx	Latrine Rental	Each/Day	___	$_____	$_____
xxxx	Servicing	Each/Day	___	$_____	$_____
xxxx	Emptying	Each/Day	___	$_____	$_____

3. FLOODLIGHTS

(a) FLOODLIGHTS (Specifications)

The services to be rendered consist of rental, delivery, set-up, maintenance and removal of floodlights to and from a specified site(s).

(1) The Contractor shall provide portable, wheel mounted, self contained lights of a commercial type that meets and/or exceeds the following specifications:

(i) The unit/s must be completely self contained, to include an on board generator capable of providing the required electrical power on a sustained basis (12 hours without interruptions). The noise-level of the generator shall not exceed 75 DBA, measured at a distance of 7 meters from the unit.

(ii) The unit/s shall be equipped with an on-board fuel tank which has a minimum fuel capacity to operate the unit for a 12 hour period without interruption.

(iii) The unit/s shall be equipped with six 1500 watt halogen lights which are to be mounted on a telescoping mast that can be adjusted from 7 to 9 meters in height. The lights are to be separately mounted on the mast and must be both horizontally and vertically adjustable to permit changes in the direction they can be aimed.

(iv) All fixtures, to include light bulbs, must be weather resistant to allow their operable use outdoors during periods of rain, wind, snow and inclement weather conditions in general.

(2) The Contractor shall provide all cables, cords and operating accessories, to include spare light bulbs (2 per light unit) , fuel and operational manuals in the English language.

(b) FLOODLIGHTS (Delivery, Maintenance & Removal)

(1) The Contractor is responsible for the delivery site placement, and an operational test of each unit. The Contractor must further ensure that the equipment and its installation meet the requirements of all applicable VDE regulations and the Trade Unions (UVV) accident prevention regulations. The unit/s will be delivered, installed and completely operational not later than 14:00 hours on the first day of the rental period.

(2) The Contractor shall provide a point of contact for "on call" maintenance and/or replacement of equipment. The point of contact must be available from 08:00 to 20:00 hours daily, to include Saturday, Sunday and all local and American holidays. In addition, the Contractor shall provide all labor, materiel and supervision required to keep the equipment in a serviceable and safe operating condition. Repair and maintenance may be performed on site, subject to coordination with the COR. If a light unit becomes inoperable, the Contractor will be notified immediately. The Contractor must respond within 6 hours after notification, to perform the required repair and maintenance services. Equipment that remains inoperable for more than a 24 hours period shall be considered not available for use and rental fees shall cease until the equipment is repaired to a fully operable condition or replaced with a serviceable unit. The pick-up and removal of inoperable equipment shall be accomplished at Contractor expense.

EXAMPLE OF GENERAL PRICING FORMAT FOR FLOODLIGHTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Floodlights	Each	___	$_____	$_____
xxxx	Set-Up	Each	___	$_____	$_____
xxxx	Rental & Maintenance	Week/Month	___	$_____	$_____
xxxx	Break-down & Removal	Each	___	$_____	$_____

4. BILLETING SERVICES—HOTEL/MOTEL ROOMS, SERVICES

(a) HOTEL/MOTEL ROOMS: The services to be rendered consist of both the rental of lodging accommodations, which are considered to be a hotel, motel or inn which provides sleeping facilities to the traveling public and various Contractor-furnished items described as follows:

(1) CONTRACTOR FURNISHED ROOMS: The Contractor shall furnish the following living spaces for single and double occupancy rooms. Each shall contain adequate living and sleeping areas. No more than two people shall be normally assigned to a room. Additional people assigned per room shall be agreed to in advance by the Contracting Officer (or his/her designated representative) and the Contractor. The following standards apply:

(i) Rooms shall be constructed and finished to provide good light and sound attenuation. All windows shall be provided with blackout lining, shades or blinds. If drapes are provided, they must screen out the light.

(ii) Sufficient electrical outlets shall be available and in good working condition.

(iii) All entrance doors to rooms shall have interior security locks, either deadbolt or double locking locks. At least one room occupant shall be provided with a room key.

(iv) Bathrooms must be constructed to provide convenient sanitary facilities. Bathrooms must contain a functioning shower and/or tub combination with a wash basin, a properly functioning toilet, and a mirror. Additionally, bathrooms should have adequate lighting and grounded electrical outlets for use of electrical razors, hair dryers etc. The shower or shower/tub combination shall have shower doors or curtains and hot and cold running water.

(v) A telephone in the room is desirable; if not available due to location, have telecommunication devices in the immediate area.

(vi) A television in the room is desirable; if not available due to location, have information as to where television is available to patrons.

(vii) Rooms shall have adequate heating and cooling capabilities.

(2) Furnishing and Equipment: Must be clean and in good repair. The following minimum furnishings are required:

Lamp --1 per desk or writing table
Adequate clothes storage drawers and closet space
Desk or writing table with chair
Trash Container
Bed

Additional desirable amenities:

Radio
Working tables and chairs
Restaurant within the facility
Refrigerators or ice machines in hallway
Chair, occasional
Alarm clock

(b) HOTEL/MOTEL SERVICES: The services rendered shall consist of the following contractor furnished services.

(1) ASSIGNMENT OF QUARTERS/ROOMS: Government personnel should not be billeted under this contract arrangement without presenting proper authorization to the Contractor. The Contractor must be adequately manned to provide a 24 hour check-in and check-out service, 7 days a week. Individuals of the same sex, designated for double room occupancy, shall be billeted in rooms with two beds. Normally, if these rooms are not available, single rooms shall be used. Any changes to this procedure will be agreed to in advance between the Contractor and the Contracting Officer (or his/her designated representative).

(2) CUSTODIAL/SANITATION SERVICES: Daily custodial services shall include, but is not limited to, room cleaning, bed making, linen change (as required), adequate quantities of soap, a minimum of four bath towels, four hand towels, sanitized drinking glasses, facial tissues, and a cloth bath mat.

(3) LINEN SERVICE: Linen service shall be provided once a week or when occupancy changes, whichever occurs first. Additional blankets shall be made available if requested by occupant. All linen and blankets shall be clean, freshly laundered, without any objectionable odors, and in good repair, free from tears, rips, holes, stains, and extensive wear. Pillows shall be at least six inches thick to provide proper support.

(4) ADDITIONAL DESIRABLE AMENITIES:

24 hour wake up service
Message service
Shuttle service

(5) COMMON USE AREAS: The Contractor shall keep all hallways, corridors, grounds, and other adjacent areas under the Contractor’s control in a clean, neat and safe condition.

(6) "DO NOT DISTURB" SIGNS: All rooms shall have such signs available. Contractor's employees shall understand and respect them when displayed.

(7) LAUNDRY DROP OFF/PICK UP: Contractor shall provide required laundry service as agreed to in a separate contract (see contract # _____).

(8) BARBER SERVICES: Contractor will provide access in hotel area for barber/beautician services as needed.

(9) INFORMATION SERVICES: Customer service representatives shall be able to explain to occupants' miscellaneous charges not covered by this statement of work, i.e., telephone charges. The Contractor shall provide, where applicable, information on bus schedules, taxis and other local transportation, dining facilities and locations, and commercial telephone directory service.

(10) Business Services: Hotel will provide space for meetings as well as phone, copier and fax services as required.

(11) Meal Service: Contractor shall provide required meal service as agreed to in a separate contract (see contract # _____).

EXAMPLE OF GENERAL PRICING FORMAT FOR HOTEL/MOTEL, SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Rooms (1 person)	Each/Day	___	$_____	$_____
xxxx	Rooms (2 persons)	Each/Day	___	$_____	$_____
xxxx	Additional Persons per room	Each/Day	___	$_____	$_____

5. MEAL SERVICES

(a) MEAL SERVICES (Programs/Hours of Operation)

The services rendered consist of providing all the personnel, supervision, and any other items necessary to operate a full food service management facility as defined in this Statement of Work at ____*_____ Hotel, located in _____*_____.

(b) The Contractor will provide for a Quality Control Program, Quality Assurance Program and a Sanitation Inspection Program as well as complying with Hours of Operation as described in (1) through (4) below.

(1) QUALITY CONTROL: The Contractor shall establish and maintain a complete quality control program for the performance requirements of this contract.

(2) QUALITY ASSURANCE: (INSERT METHOD OF CONTRACTOR SURVEILLANCE, IF ANY.)

(3) SANITATION INSPECTIONS: The Contractor shall ensure that there is a Sanitation Inspection program established internally and in addition to any government performed surveillance, medical services personnel (Director of Base Medical Services), will also inspect for compliance with sanitary conditions. If there is a conflict the Contractor shall comply with the more restrictive regulation.

(4) HOURS OF OPERATION: The Contractor shall maintain the operating hours for the dining facilities as listed in _____*_____.

(c) DEFINITIONS

The Contractor will be familiar with and understand the following definitions:

(1) Director of Base Medical Services (DBMS): The installation medical authority who defines and monitors sanitation standards and procedures for food service activities.

(2) Equipment: Items used to store, prepare, cook, serve and transport food and supplies. Equipment also includes items used in cleaning and sanitizing.

(3) Food Handlers: Food service personnel who handle, process, prepare or serve food and who touch food or food contact surfaces in any way.

(4) Food Service Officer (FSO): Individual responsible for matters relating to food service.

(5) Installation Menu: Specifies installation menu choices (except leftovers), including, but not limited to, entrees, salads, desserts, and soups, to be served at each meal during a menu cycle.

(6) Leftovers: Leftovers are unserved portions of any item prepared for a specified meal period.

(7) Meal Serving Hours: Hours that the Government requires the dining facility to be open for service.

(8) Potentially Hazardous Foods: Any perishable food which consists in whole or in part of dairy products, eggs, meat poultry, fish, shellfish. These foods are likely mediums for bacterial growth and are potential causes of food-borne diseases especially if creamed, ground, mixed or handled often.

(9) Progressive Food Preparation (BATCH COOKERY): The preparation of food items at selective time intervals during an entire meal period matching the flow of patrons through the serving lines.

(10) Serving Line: This term refers to the location and equipment used in dining facilities to serve food cafeteria style.

(11) Subsistence: Food items, including beverages and condiments.

(12) Supplies: Expendable items such as paper and plastic products, cleaning and janitorial materials, kitchen utensils, and tableware.

(13) Trash: Any non-salvageable waste material other than garbage, rocks, or dirt. The waste includes metal, paper, glass, cardboard, floor sweepings, cartons, and similar materials.

(d) SPECIFIC TASKS

The Contractor will provide for and comply with the following Specific Tasks:

(1) MENU PLANNING AND POSTING: The Contractor shall coordinate meal planning with site representatives. The Contractor shall post daily menus before the breakfast meal in an appropriate location at each dining facility.

(2) REQUISITIONING SUBSISTENCE: The Contractor shall coordinate with Government personnel to requisition, pick up, deliver and off-load food at various food-service facilities.

(3) STORAGE AND ISSUE:

(i) Proper Storage: Upon receipt the Contractor shall promptly store perishable and semi-perishable subsistence. Store frozen and chilled items at specified temperatures.

(ii) First In-First Out: The Contractor shall ensure the oldest food items are issued first, except when the condition of an item dictates earlier use.

(4) SUBSISTENCE INVENTORY:

(i) Month-end Inventory: The Contractor shall take a physical inventory of all subsistence following the last meal on the last day of each month. The Contractor must reconcile the book inventory with the physical inventory and must submit proof of this to the government.

(ii) Other Inventories: The Contractor shall perform other inventory measures, i.e., annual inventory, equipment inventory before and after contract completion, etc., as required by the Contracting Officer. The government also reserves the right to conduct an independent inventory at any time during the performance of the contract.

(5) FOOD PREPARATION AND SERVICE.

All meals provided shall be "American-type" meals. Examples follow:

Breakfast:
Cereals: corn flakes, wheat flakes, chocolate flakes
Fresh fruits: bananas, grapefruit, oranges, pears, grapes...
Eggs: fried, scrambled.. Hash browns
Meat: Ham, sausage, bacon
Bread: White bread, toast, wheat, rye
Butter & Jam
Pastry: croissants, apple pie
Beverages: Coffee, orange juice, milk, water

Lunch:
Soup: vegetable, mushroom, tomato, chicken, beef, turkey...
Sandwich: ham, turkey, roast beef
Cheeses: American, Swiss
Fruit

Dinner:
Roast beef, roast/baked/fried chicken, roast pork, roast turkey, grilled fish, BBQ, roasted lamb
Beef/chicken stew
Rice, pasta (spaghetti, macaroni, lasagna) potatoes (baked, mashed...)
Boiled or Steamed Vegetables: corn, green beans carrots, peas, etc.
Pizza, hamburgers, hotdogs, tacos
Soups
Bread
Salad: lettuce, tomato, cheese, onions, dressing, etc.
Juice, water, milk

All food services items listed above are subject to approval by the U.S. Government medical personnel.

(i) Approved Menu: The Contractor shall follow the approved installation menu when planning and preparing all meals.

(ii) Progressive Food Preparation: Progressively prepare food items to yield optimum freshness, flavor, color, and texture.

Cook short-order breakfast items to order.

Prepare short-order items such as hamburgers, hot dogs, and french fries. Ensure an adequate flow of patrons through the line.

(iii) Serving Lines: Set up serving lines by the scheduled opening time. Food on the serving line shall be logically arranged and all foods shall be maintained at the specified temperatures. Replenish all foods, tableware, beverages, and condiments as necessary to ensure they are available to all patrons throughout the meal. Remove all food from the serving line within 15 minutes after the serving line is closed and cover, label and properly store all food, unless disposal of a leftover is appropriate.

(iv) Table Clearing: The Contractor shall be responsible to clear and clean all dining room tables and chairs or benches within five minutes after they are vacated to ensure a timely flow of patrons.

i. ****SAMPLE****

Breakfast Meal will be served in the ___*_____ Hotel restaurant as a buffet during established hours as posted. Dinner Meal will be served daily from _*__ hours to _*___ hours in the conference room adjoining the lobby or as otherwise coordinated. Actual headcount will be coordinated daily or as needed. Menu will consist of beef, poultry, or fish, salads and various fresh/canned vegetables, desserts, water, coffee, and soft drinks as coordinated with the chef and hotel staff by the ordering officer.

EXAMPLE OF GENERAL PRICING FORMAT FOR MEAL SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
XXXX	Breakfast	Each	____	$_____	$ _____
XXXX	Lunch	Each	____	$_____	$_____
XXXX	Dinner	Each	____	$_____	$_____

(6) SANITATION REQUIREMENTS:

(i) Personal Hygiene. The Contractor shall ensure all employees meet all personal hygiene requirements to include but not limited to; clean hands and fingernails at all times, proper hair and facial grooming, hair restraints, proper smoking restraint, etc.

(ii) Food Storage and Preparation: The Contractor is responsible for preventing all food-borne diseases by properly storing and preparing food in accordance with AFI 48-116, Control of Food-Borne Illnesses. This includes, but is not limited to: storage of bulk foods, refrigerated food, leftovers, perishables, etc. The Contractor shall prepare foods on surfaces that are cleaned and sanitized. All meats and poultry shall be cooked and prepared at the proper temperatures ensuring the food is thoroughly cooked throughout. (FOR PROPER TEMPERATURE RANGES ON VARIOUS FOODS, CONSULT AFI 48-116 OR YOUR MEAL SERVICES REPRESENTATIVE)

(iii) Equipment and Utensil Cleaning: The Contractor shall clean and sanitize all food service equipment and cookware to remove food particles, other soil, grease and cleaning or sanitizing agent residue to the standards set forth in this contract.

(7) HOUSEKEEPING.

(i) General: The Contractor shall furnish general housekeeping services in food service facilities before, during (if necessary) and after the serving of meals. The Contractor shall provide all equipment necessary to perform these services. The cleaning standards and housekeeping charts are intended to produce an acceptable level of performance.

(ii) Lavatories: The Contractor shall clean all lavatories in food service facilities.

(iii) Insect and Rodent Control: The Contractor shall take appropriate actions directed by the government to assist in the control of insects and rodents.

6. TENTS

(a) TENTS - SUMMER

(1) The services to be rendered consist of the rental, erection, dismantling and maintenance of all tentage and associated equipment.

(2) The Contractor shall provide ____*_____ square meters of billet tents to be erected at the site(s) and in the configurations as stated in the contract schedule and the plot plans provided.

(3) The tentage shall be constructed of PVC or polyester fire resistant canvas. The Contractor must ensure that all tent flaps and openings are adequately secured so as to prevent rain from entering the tent.

(4) Floors: The entire usable space within the tent must be covered with floors that are constructed of wood or other equally hard material (the material used must offer a nonskid surface). The floors must be installed in such a manner as to alleviate uneven surfaces that could cause personnel to stumble or trip. The floors must be elevated a minimum of 10 cm above the ground and capable of supporting 250 kg per square meter.

(5) Entrances/Exits: Each tent shall be equipped with at least two (2) lockable entrance/exit doorways. These doorways shall be constructed of wood, metal or plexiglass (no glass). The doors shall be a minimum of 100 cm wide and 210 cm high. (The Contractor will furnish the COR with a minimum of two keys per door.)

(6) Partitions/Dividers: Shall be made of canvas and/or other suitable fire resistant material. They must be a minimum of 2.40 meters in height and 3 meters long (unless otherwise specified).

(7) Lighting: Each tent shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm off the floor (subject to be measured at any place within the tent).

(8) Electrical Installations: A JP54 or equivalent fuse box shall be installed in each tent. The box shall be equipped with at least one connector to accommodate a single 38OV/16AMP male plug, CEE NORM. All wiring within the tent will originate from this fuse box and all circuits shall be properly fused. The specified quantities of electrical outlets, 22OV/16AMP, wires on floors shall be installed within the tent. The location of the outlets shall be coordinated with the COR. The Government will provide the required electrical power and will be responsible for the cables and connections from the Contractor's fuse box to the government furnished power source.

(9) Furniture: The specified number of tables and benches, capable of seating (6) six adults shall be provided. The Contractor shall place the furniture in the tent at the locations determined by the COR.

(10) The Contractor shall have ___*_____ each, designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. These persons shall be qualified to perform emergency tent maintenance.

(b) TENTS - WINTERIZED

(1) The services to be rendered consist of the rental, erection, dismantling and maintenance of all tentage and associated equipment.

(2) The Contractor shall provide _____*_____ square meters tentage to be erected at the site(s) and in the configurations as stated in the contract schedule and the plot plans provided.

(3) The tentage shall be constructed of PVC or polyester coated fire resistant canvas. In addition to the tentage, an exterior wall shall be constructed to enclose each tent to the height of the tent eaves. The exterior wall is to be constructed of wood that has a minimum thickness of 20 mm, or hard plastic/fiberglass that has a minimum thickness of 3 mm, or aluminum material which has a minimum thickness of .75 mm. The Contractor must ensure that all tent flaps and openings are adequately secured so as to prevent wind and/or snow from entering the tent.

(4) Floors: Unless otherwise specified the entire usable space within the tent must be covered with floors that are constructed of wood or other equally hard material (the material used must offer a nonskid surface). The floors must be installed in such a manner as to alleviate uneven surfaces that could cause personnel to stumble or trip. The floors must be elevated a minimum of 10 cm above the ground and capable of supporting 250 kg per square meter.

(5) Entrances/Exits: Each tent shall be equipped with at least two (2) lockable entrance/exit doorways. These doorways shall be constructed of wood, metal or plexiglass (no glass). The doors shall be a minimum of l00 cm wide and 210 cm high. (The Contractor will furnish the COR with a minimum of two keys per door.)

(6) Partitions/Dividers: Shall be made of canvas and/or other suitable fire resistant material. They must be a minimum of 2.40 meters in height and 3 meters long (unless otherwise specified).

(7) Heating: The Contractor must furnish sufficient forced air, fuel operated heaters capable of maintaining a minimum temperature of ___*____ C (+/-3 degrees C). Each heater will be installed on an appropriate drip pan. When partitions/dividers are installed the Contractor must ensure that adequate heaters are provided to heat each area. The heater installations shall be in accordance with the applicable with commercial standards for safety. Heaters are to be installed on the outside of the tents with heating ducts leading into the tents properly insulated. Fuel tanks: The Contractor shall furnish at least one 150 liter fuel tank per installed heater. The tank must be clean and fully operational at time of delivery. In addition, the Contractor will be responsible for the maintenance of the fuel tanks. The fuel tank installations shall be in accordance with the applicable VDE and Trade Union safety standards. The tanks must be installed on the outside of the tents.

(8) Fuel: After initial testing and set up of heaters, the Government will provide fuel oil as required during the performance of the contract.

(9) Lighting: Each tent shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm off the floor (subject to be measured at any place within the tent)

(10) Electrical Installations: A JP54 or equivalent fuse box will be installed in each tent. The box will be equipped with at least one connector to accommodate a single 38OV/16Amp male plug, CEE NORM. All wiring within the tent will originate from this fuse box and all circuits will be properly fused. The specified quantities of electrical outlets, 22OV/16Amp, wires will be installed within the tent. The location of the outlets will be coordinated with the COR. The Government will provide the required electrical power and will be responsible for the cables and connections from the Contractors' fuse box to the government furnished power source.

(11) Furniture: The specified number of tables and benches, capable of seating six (6) adults will be provided. The Contractor will place the furniture in the tent at the locations determined by the COR.

(12) The Contractor shall have __*___ each, designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. These persons shall be qualified to perform both emergency tent and heater maintenance.

(13) The US Government will provide:**

(i) Fuel upon completion of the erection of each tent.
(ii) The equipment and labor for snow removal (on top and in the vicinity) of each tent shall be the responsibility of the Government.

** Note to requiring activity - the Government should only commit itself to the furnishing of fuel when it is certain it can do so with proper additives to prevent freezing. This has been a problem in the past.

EXAMPLE OF GENERAL PRICING FORMAT FOR TENTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Tents				
xxxx	Erection/Installation	Each	____	$_____	$_____
xxxx	Rental and Maintenance	Month	____	$_____	$_____
xxxx	Dismantling and Removal	Each	____	$_____	$_____

7. SHOWER TRAILER & RELATED SERVICES

(a) SHOWER TRAILER with US Government-Furnished Utilities/Cleaning

The services to be rendered consist of the rental, installation, maintenance, cleaning (as specified) of the shower units and associated equipment and the removal of all Contractor furnished equipment upon completion of the rental period.

(1) The Contractors shall provide _*___ each trailer/s. The shower trailer/s are to be delivered and installed at the site(s) and in the configuration/s as stated in the contract schedule and the attached plot plans.

(2) The shower trailer/s shall be constructed in such a manner as to meet, or exceed, the applicable VDE and trade standards.

(3) The Contractor shall furnish the required hoses and power cables to connect the shower trailer/s to government provided utilities, i.e. water, electrical, and sewage. (In situations where the-hookup for government utilities exceeds 20 meters in distance, that distance must be specified in the requirement).
(4) The shower trailer/s shall meet or exceed the following minimum specifications:

(i) Size
6 meters in length
2.4 meters in width
2.4 meters in height

(ii) Shower Configuration: Shower room with a minimum six (6) shower heads. Dressing room with a minimum of four (4) wash basins equipped with hot and cold water faucets, four (4) mirrors and shelves, four (4) electrical outlets, and twelve (12) clothes hanging pegs/hooks.

(iii) Heaters: Electrical, constant controlled and adequate to maintain + or - 3 degrees.

(iv) Fan: Electrical, adequate size to ventilate the enclosure.

(v) Hot Water System: Electrical adequate to sustain a mixed water temperature of 450 degrees C + or - 3 degrees for a continuous period of 40 minutes or 20 individual showers prior to requiring a recycling. The hot water storage tank shall be a minimum of 400 liters and have a control system

that will prevent scalding. The hot water system shall be able to provide a water flow rate to each shower head of 18 GPM.

(vi) Lighting: Each trailer shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm above the floor.

(vii) Electrical Installation: Each trailer shall be equipped with a fuse box, with each-circuit within the trailer being appropriately fused to meet the applicable VDE standards. All electrical wiring within the trailer will originate from this fuse box. All outlets will be wired with an appropriate ground to ensure that personnel are not endangered by electrical shock.

(viii) Floors: All floors within the shower room shall be covered with a non-skid surface and/or aerated matting.

(5) The Contractor shall have __*__ each designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. They shall also be qualified to perform all types of shower trailer maintenance.

(6) The US Government will provide:

(i) Utilities with the completion of the installation of each shower trailer.
(ii) Cleaning of the shower trailer/s including the removal of trash, sweeping, mopping, cleaning of wash basins and shower stalls, and spot cleaning of interior/exterior of shower trailer/s. The Contractor shall ensure that the trailer/s are delivered clean and disinfected and the US Government shall return the trailer/s in the same condition.

(iii) The equipment and labor for snow removal (on top and in the vicinity) for each shower unit shall be the responsibility of the US Government.

(b) SHOWER TRAILER with Contractor-Furnished Utilities and Cleaning

The services to be rendered consist of the rental, installation, maintenance, cleaning (as specified) of the shower trailer/s and associated equipment; to include the removal of all Contractor furnished equipment upon completion of the rental period.

(1) The Contractor shall provide __*__ each shower trailer/s. The shower trailer/s are to be delivered and installed at the site(s) and in the configuration/s as stated in the contract schedule and the attached plot plans.

(2) The shower trailer/s shall be constructed in such a manner as to meet, or exceed, the applicable VDE and trade standards.

(3) The Contractor shall furnish all utilities to include, electricity, water and waste water disposal. Waste water shall be disposed of in accordance with the Host Nation Government ecology rules, regulations and laws.

(4) The shower trailer/s shall meet or exceed the following minimum specifications:

(i) Size (inside dimensions)
6 meters in length
2.4 meters in width
2.4 meters in height

(ii) Shower Configuration: Shower room with a minimum six (6) shower heads. Dressing room with minimum of four (4) wash basins equipped with hot and cold water faucets, four (4) mirrors and shelves, four (4) electrical outlets, and twelve (12) clothes hanging pegs/hooks.

(iii) Heaters: Electrical, constant controlled and adequate to maintain + or - 3 degrees.

(iv) Fan: Electrical, adequate size to ventilate the enclosure.

(v) Hot Water System: Electrical, adequate to sustain a mixed water temperature of 450C + or - 3 degrees for a continuous period of 40 minutes or 20 individual showers prior to requiring a recycling. The hot water storage tank shall be a minimum of 400 liters and have a control system that will prevent scalding. The hot water system shall be able to provide a water f low rate to each shower head of 18 GPM.

(vi) Lighting: Each trailer shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm above the floor.

(vii) Electrical Installation: Each trailer will be equipped with a fuse box, with each circuit within the trailer being appropriately fused to meet the applicable VDE standards. All electrical wiring within the trailer will originate from this fuse box. All outlets will be wired with an appropriate ground to ensure that personnel are not endangered by electrical shock.

(viii) Floors: All floors within the shower room will be covered with a non-skid surface and/or aerated matting.

(ix) Cleaning Services: Cleaning services shall be provided by the Contractor. Cleaning of the shower trailer/s shall include the removal of trash, sweeping, mopping, cleaning of wash basins and shower stalls, and spot cleaning of interior/exterior of the shower trailer. The Contractor shall ensure that the shower trailer/s are delivered clean and disinfected.

(x) The Contractor shall have _*__ each designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. They shall also be qualified to perform all types of shower trailer maintenance.

(xi) The US Government will provide: The equipment and labor for snow removal (on top and in the vicinity) for each shower unit shall be the responsibility of the Government.

EXAMPLE OF GENERAL PRICING FORMAT FOR SHOWER TRAILER/S:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Shower Trailer	Each/Month	_____	$ _____	$ _____
xxxx	Set-up/Distribution	Each	_____	$_____	$ _____
xxxx	Daily Cleaning	Each	_____	$ _____	$ _____
xxxx	On-Call Servicing	Each	_____	$ _____	$ _____
xxxx	Connection of Utilities	Each	_____	$ _____	$ _____
xxxx	Relocation of Trailers	Each	_____	$ _____	$ _____

8. REFUSE COLLECTION SERVICES

(a) TRASH, GARBAGE & WASTE COLLECTION (Specifications)

(1) The services to be rendered consist of the providing of refuse containers to be located at specified sites, the emptying of said containers and the proper disposal of the trash, garbage and waste.

(2) CATEGORIES OF REFUSE: The Contractor shall be responsible for handling various categories of refuse as described below:

(i) Regular Trash: All solid waste material, with the exception of those types listed in (i) through (vii) below:

- Typical size of containers: 1, 5, 10, 16, 20 or 24 cubic meters (cbm)
- Frequency of servicing (emptying): To be determined requiring activity.

(ii) Edible Garbage: All food waste that is generated by food service facilities.

- Typical size containers: 200 liters, 1, 5 or 10 cbm.
- Frequency of servicing: Daily emptying is mandatory.

(iii) POL Waste: Oils, antifreeze, brake fluid and any other vehicle related liquids.

- Typical size of containers: 500 or 1000 liters
- Frequency of servicing: To be determined by the requiring activity.

(v) Contaminated Soil: Dirt removed from around oil tanks or soil that has been contaminated by the accidental spillage of POL and/or chemical agents.

- Typical size containers: 10, 20, or 24 cbm
- Frequency of servicing: To be determined by the requiring activity.

(vi) Medical Waste: Solid waste generated by medical laboratory facilities which requires controlled disposal.

- Typical size containers: 200 liters, I or 5 cbm
- Frequency of servicing: Daily emptying is mandatory.

(vii) Liquid waste: Chemical agents and liquids generated by X-ray laboratories.

- Typical size tanks: 400 or 1000 liters
- Frequency of servicing: To be determined by the requiring activity.

(3) The Contractor shall provide all labor, material, transportation and equipment required for the delivery, installation, removal of trash and the pickup of the containers at the end of the rental period. In addition the Contractor is fully responsible for obtaining and holding current permits with approved dumping and disposal points. (Unless Government disposal points are specifically identified in the contract schedule)

(4) The emptying of each container includes the complete removal of all refuse from the container and the removal of all bagged refuse at the container location. In addition the Contractor is responsible for cleaning up all refuse that is spilled during the servicing/emptying process.

(5) The Contractor must implement a quality assurance program that will ensure that his work and the work performance by his employees is accomplished in such a manner that conforms with applicable standards of the trade and is in compliance with local and federal host nation ecology laws and directives. The Contractor must obtain and hold current all necessary approvals and permits for the lawful performance of the prescribed services. In addition, the Contractor must obtain the necessary permits for the operation of his service and disposal vehicles on Saturdays, Sundays and holidays.

(6) All refuse containers will be delivered, installed, and ready for use no later than 08:00 hours on the first day of the specified rental period.

(7) When on-call servicing/emptying of refuse containers and/or relocation of refuse containers are specified in the contract, the Contractor must perform the required services as specified below:

(i) When the Contractor is notified prior to 12:00 hours the work must be accomplished on the same date.

(ii) When the Contractor is notified after 12:00 hours, the work must be accomplished no later than 10:00 hours on the following date.

EXAMPLE OF GENERAL PRICING FORMAT FOR REFUSE COLLECTION:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Refuse Container	Each/Month	____	$ _____	$_____
xxxx	Set-up/Distribution	Each	____	$ _____	$_____
xxxx	Emptying of Containers	Each/Day	____	$ _____	$_____
xxxx	On-Call Servicing	Each	____	$ _____	$_____
xxxx	Relocations	Each	____	$ _____	$_____

9. LAUNDRY AND DRY-CLEANING

(a) LAUNDRY & DRY-CLEANING (Specifications)

The services to be rendered consist of complying with the Scope of Work below and providing Quality Control, Inspection of Services and maintaining the Hours of Operation as delineated in (1) through (4).

(1) SCOPE OF WORK: The Contractor shall furnish all management, labor, transportation, pickup and delivery service, housekeeping and facility operation in accordance with the terms and conditions of this contract. This contract includes all laundry, dry cleaning, and all other tasks and responsibilities deemed necessary and spelled out in this contract. The Contractor shall receive, account for, process, and return all organizational and individual items tendered for cleaning. Technical Exhibit XX--Workload Estimate lists the estimated quantities of work (as a SAMPLE).

(2) QUALITY CONTROL: The Contractor is responsible for establishing and having an active quality control plan.

(3) INSPECTION OF SERVICES:

(i) Inspection Service: The Contractor shall provide and maintain an inspection system that must be accepted by the government covering the services under this contract.

(ii) Inspection and Testing: The Government has the right to inspect and test all the services called for by the contract, to the extent practicable, at all times and places during the term of the contract.

(iii) Nonconformance with Contract Requirements: If any of the services do not conform to the contract requirements, the government may require the Contractor to re-perform the services in conformity with the contract requirements, at no additional expense to the government.

(4) HOURS OF OPERATION: The Contractor shall maintain the following customer service hours: Drop-offs will be in the ____*____ Hotel Lobby before 0900 Mondays and Thursdays. Contractor will deliver clean laundry by 1800 Mondays and Thursdays.

(b) DEFINITIONS

The Contractor will be familiar with and understand the following definitions:

(1) Clean: Finished articles are dry and free of visible soil, lint and objectionable odor. Spots and stains are removed where practical to do so without damaging the fabric.

(2) Contracting Officer Representative (COR): an individual appointed in writing by the Contracting Officer to perform expressed contract administration functions.

(3) Dry Cleaning: Dry cleaning involves the immersion of garments in dry cleaning solvents and cleaning them by use of mechanical action and soaps or synthetic detergents. Dry cleaning removes some soluble and some insoluble soils and dissolves grease stains through the combined actions of dry cleaning solvents, mechanical action, soaps, synthetic detergents, and other cleaning aids.

TYPES OF DRY CLEANING

- Small - an item requiring the approximate time, effort, and cost to process as a sleeveless sweater and /or blouse.
- Medium- an item requiring the approximate time, effort, and cost to process as a pair of trousers and /or jacket.
- Large - an item requiring the approximate time, effort, and cost to process as a coat and or overcoat.

(4) Laundering: The process by which soiled fabric items are cleaned and treated. The term includes cleaning by mechanical action and by hand in appropriate temperature water solutions of detergents and other additives.

TYPES OF LAUNDRY

- Small - an item requiring the approximate time, effort, and cost to process as a pillowcase or wrapper.
- Medium- an item requiring the approximate time, effort, and cost to process as a sheet or bedspread.
- Large - an item requiring the approximate time, effort, and cost to process as a sleeping bag.

(5) Packaging: The process by which clean garments or other items are placed on hangers and placed in protective paper or plastic film bags. Small items of clothing and other clothing which are not customarily placed on hangers shall be wrapped in protective poly-wrap in accordance with commercial or local practice.

(6) Pressing: Pressing is the process for insertion of required crease and removal of undesirable wrinkles from clean garments or items.

(c) SPECIFIC TASKS. The Contractor will provide for and comply with the following Specific Tasks:

(1) Services Provided: The Contractor shall provide services to individuals and organizations of _____*_____ at _____*_____. Services shall be provided in accordance with the terms and conditions of this contract. The Contractor shall process and finish all clothing and other items in accordance with the requirements contained in the workload data in Technical Exhibit XX. (See Sample)

(2) Workmanship and Sanitation: Delivered articles shall conform to the generally accepted industry and local standards of quality, cleanliness, finish, appearance, and packaging. The items shall not only be clean in the sense of being free from soil and stains, but also free from bacteria, fungi and micro-organisms, including pathogens and disease producing organisms. All work performed shall be done under sanitary conditions. The contract facility shall be open to inspection of

conditions at any time by a representative of the US government, and the government reserves the right to perform or cause to have performed any test necessary to determine the sanitary condition of the articles delivered by the Contractor.

(3) Classification of Items: Clothing or linen articles received by the Contractor shall be individually inspected for condition of serviceability and classified as to the type of service required.

(4) Re-performance: Any items found to have been unsatisfactorily cleaned shall be re-cleaned by the Contractor at no additional cost to the government.

(5) Repair: The Contractor shall repair, at his expense, all damages to individual garments which occur while in the custody of the Contractor, to include rips, tears, holes, open seams, and replacement of buttons and repair or replacement of zippers.

(6) Organizational Bulk Items: Organizational items shall be returned in bulk unless another method is specified. Items shall be counted from baskets into waiting vehicles or across the counter to the customer.

(7) Linen Exchange Activity: The Contractor shall operate a linen exchange activity. The Contractor is responsible for receiving, collecting, exchanging, and distributing linen exchange articles to and from organizations, activities, or authorized individuals and accomplishing the tasks below:

(1) Receive, collect, exchange and distribute linen exchange articles to and from organizations, activities, or authorized individuals.

(2) Verify count or weight of items received against receiving and shipping documents.

(3) Store items in storeroom and linen exchange points.

(4) Keep items properly segregated to comply with local safety, fire prevention and other storage regulation.

(8) Stockage Inventory System: The Contractor shall establish a stockage inventory system to track all incoming and outgoing linen. The Contractor shall perform a search for missing items in order to reconcile inventory with stock records.

(9) Exchange Items: Items that have been identified for direct exchange shall be exchanged for like items at time of turn-in. Items that are not direct exchange shall be identified separately and processed to be ready for pickup by the customer within a 72-hour period. Sheets, pillowcases, mattress pads, mattress covers, towels and blankets received from organizations may be intermingled (except for medical, if applicable) and processed for reissue to any organization or individual.

(10) Pick-up & Delivery Service: The Contractor shall provide pickup and delivery service. This service shall include loading, unloading, segregating, transporting, counting and obtaining necessary documentation for items picked up or delivered.

(11) The Contractor shall provide his own vehicles and they shall be maintained in safe operating condition at all times.

(12) Weighing/Counting of Articles: Weighing/counting of articles, including the laundry bag, shall be done by government personnel prior to pickup. The laundry that the Contractor picks up may be dirty/wet. The Contractor shall verify weight or count and sign a pickup ticket for the items being picked up. Such a signature constitutes an agreement to the government's weight/count unless a specific exception is noted on the ticket.

(13) Verification: The Contractor shall record the number of pounds/pieces delivered on the delivery ticket and the government rep will verify the amount. The Contractor must provide a list for items not delivered on scheduled.

SAMPLE

TECHNICAL EXHIBIT XX
LAUNDRY & DRY CLEANING
WORKLOAD ESTIMATES

ITEM	ESTIMATED QUANTITY-(PER DROP OFF)	PRICE
BDU TROUSERS	250	$3.08
BDU JACKET	250	$3.08
FLIGHT SUIT	50	$3.08
T-SHIRT	1000	$1.92
UNDERWEAR (MALE/FEMALE)	1050	$ .88
SOCKS (PAIR)	1000	$ .88
TOWEL (HAND OR BATH)	100	$1.15

RECOVERY RATES FOR LOST OR DAMAGED ITEMS WILL BE PER LOCAL MARKET CONDITIONS FOR _____*_____. THIS IS __*_% OF PURCHASE PRICE.

ITEM	PURCHASE PRICE (NEW)	RECOVERY PRICE
BDU TROUSERS	$35	$
BDU JACKET	$33	$
FLIGHT SUIT	$50	$
T-SHIRT	$2	$
UNDERWEAR (MALE)	$2	$
UNDERWEAR (FEMALE)	$5	$
BRA	$5	$
SOCKS (PAIR)	$2	$
TOWEL (HAND OR BATH)	*$2*	$

EXAMPLE OF GENERAL PRICING FORMAT FOR LAUNDRY & DRY-CLEANING:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	See above item list for various military clothing items	_____	_____	$_____	$_____
xxxx	Same as above	_____	_____	$_____	$_____
xxxx	Same as above	_____	_____	$_____	$_____

10. FORKLIFTS

(a) FORKLIFT (Specifications): The services to be rendered consist of rental, delivery, maintenance and removal of a specified type and size of forklift(s).

(1) Contractor shall provide forklift(s) for the stated rental period which will be of a commercial type that is equipped for outdoor use. The lifts must have the capability of lifting the specified weight (Kilos), to a minimum of 2.5 meters in height. In addition the equipment shall be capable of maintaining stability on a 6% incline, while handling a load of the specified amount.

(2) At the time of delivery the forklifts shall be in a sound mechanical condition free of all known defects, ready for immediate use. The equipment must meet all the applicable VDE and Trade Union requirements for safe operations.

(3) In addition to the above, the forklifts will be equipped with the following:

(i) Gas/diesel powered engine
(ii) Self-sustained electrical system to include an electric starter
(iii) Pneumatic tires (snow chains to be provided during winter months)
(iv) Spark proof exhaust system
(v) Front and rear lights that will facilitate on-road operations during periods of darkness.
(vi) Driver protection roll bar
(vii) Adjustable forks
(viii) Warning device (automatically activated when the lift is placed in reverse gear)

(4) The Contractor shall furnish all the transportation, labor, material and supervision required for the delivery, operational test, repair and maintenance and removal of the equipment at the end of the rental period. In addition the Contractor shall furnish all POL products, (with the exception of fuel). This is to include distilled water for batteries.

(5) The Contractor shall provide a point of contact for "on call, maintenance and/or replacement of equipment. The point of contact must be available from 08:00 to 20:00 hours to include Saturdays, Sundays and all local and American holidays. The Contractor shall provide all the labor, material and supervision required to keep the equipment in a serviceable and safe operating condition. Repair and maintenance may be performed on site, subject to coordination with the COR. If a forklift becomes inoperable due to the need for repair and/or maintenance, the Contractor will be notified immediately. The Contractor must respond, within six (6) hours after notification, to perform the repair and maintenance services. If repair and maintenance services cannot be performed within the same day, the Contractor shall furnish a replacement unit. Equipment that remains inoperable for more than a 12 hour period will be considered not available for use and rental fees will cease until the equipment is repaired to a fully operational condition or replaced with a serviceable unit. The pick-up and removal of inoperable equipment will be accomplished at.-Contractor expense.

(b) FORKLIFTS—ACCEPTANCE & RETURN

(1) Acceptance for forklifts by the Government: At the time the forklifts are delivered to the Government, the Contractor shall issue in duplicate a document, written in English, for each fork-lift, which provides the user a means to annotate the conditions of the equipment. In addition, general operating instructions, to include the refueling procedures, how to check and add oil, proper operating techniques and preventive maintenance procedures will be provided by the Contractor. The Contractor and the COR will jointly inspect the equipment for completeness and will list all damage (such as, but not limited to, scratches, dents, etc.) on the document. The document must be signed and dated by both the COR and the Contractor as acknowledgment that the forklift was received by the Government in the condition described/ annotated. A copy of the document shall be retained by the Contractor and the COR for use during the joint inspection that must again be conducted at the end of the rental period.

(2) Return of forklifts to Contractor: Upon expiration of rental period, forklifts will be returned to the Contractor, clean and complete with all accessories. Utilizing the document, a joint inspection will be conducted and all discrepancies will be noted. Both the COR and the Contractor, or his authorized representative must sign the document to acknowledge the return of the equipment in the described condition. Reasonable wear and tear, as well as damages which are not annotated on the turn-in document shall not be considered as valid if the Contractor later submits a claim against the Government.

EXAMPLE OF GENERAL PRICING FORMAT FOR FORKLIFTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	FORKLIFT 3 TON	EACH	____	$_____	$_____

11. FORCE PROTECTION

(a) During an OOTW support event, the HS Contractor may be requested to provide force protection in non-hostile environments. Support required may include, but not limited to, security personnel, escorting (sea and land), barriers, fencing, lighting, or equipment.

(b) If there is a requirement for force protection, a specification or statement of work will be provided to the HS Contractor for pricing prior the receiving an order from an authorized Contracting Officer.

12. LOGISTICS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide logistics support. Support may include, but not limited to, assistance with customs and air, ground, or rail transportation for pre-deployment and site surveys in remote areas.
(b) If there is a requirement for logistics support, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

13. SUPPLIES

(a) During an OOTW support event, the HS Contractor may be requested to provide various types of supplies when not readily available from the U.S. Government supply system. General supplies are classified as follows:

Class I – Food, Rations, and Water (e.g., bottled water, ice, reefers, etc.)
Class II – Clothing (e.g., foul weather gear, poncho liners, boots, etc.)
Class III – Petroleum, Oils, and Lubricants
Class IV – Construction Material (e.g., lumber, gravel, barriers, haul assets, yellow gear, fasteners, concrete mix, etc.)
Class VI – Personal Items (e.g., parts for commercial vehicles, camp equipment, air conditioners, cell phones, computers and peripheral equipment, coffee makers, microwave ovens, etc.)
Class VIII – Medical Supplies (e.g., medicines, medical supplies, veterinary medicines)
Class IX – Repair Parts
Class X – Miscellaneous Supplies

(b) If there is a requirement for supplies, the bill of materials or specifications will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

14. REPAIR SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide repair services. Services may include, but not limited to, repair of generators, light suites, environmental control units, vehicles (e.g., commercial trucks and cars) and material handling equipment (MHE).

(b) If there is a requirement for repair services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

15. CAMP AND FIELD HABITABILITY SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide camp and field habitability services. Services may include, but not limited to, rental of toilet/bathing facilities, berthing trailers, rental of pre-existing hard structure buildings or hotel rooms, garbage collection services, potable water, vehicle rental, laundry services, cell phones, fuel, food service, power generation/distribution, pest extermination services, plumbing services, and administrative support.

(b) If there is a requirement for habitability services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

16. TRANSPORTATION SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide transportation services. Services may include, but not limited to, providing vehicles/trucks/buses (with and without drivers), tactical level transportation (air, ground, rail, and sea) in remote areas when military transportation isn't available, and express delivery services (e.g., DHL, FEDEX, etc.).

(b) If there is a requirement for transportation services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

17. INFORMATION OPERATION/SYSTEMS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide information operation/systems support.

(b) If there is a requirement for information operation/systems services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

18. MORTUARY AFFAIRS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide mortuary affairs support.

(b) If there is a requirement for mortuary affairs support services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

19. CULTURAL AWARENESS TRAINING

(a) During an OOTW support event, the HS Contractor may be requested to arrange cultural awareness training.

(b) If there is a requirement for cultural awareness training, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

20. DIETICIAN SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide dietician support.

(b) If there is a requirement for dietician support, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

21. COMMUNICATIONS

(a) During an OOTW support event, the HS Contractor may be requested to provide communications services. Services may include, but not limited to, providing cell phones, satellite phones, internet connectivity, calling cards, land lines, and Wi-Fi services.

(b) If there is a requirement for communications services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

22. TRANSLATION SERVICES

(a) During an OOTWsupport event, the HS Contractor may be requested to provide translation services.

(b) If there is a requirement for translation services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

23. MORALE, WELFARE, AND RECREATION (MWR) SERVICES

(a) In the absence of an existing U.S. Government authorized Information, Ticket and Tours (ITT) contract, during an OOTW support event, the HS Contractor may be requested to provide MWR services. Services may include, but not limited to, providing arranging trips, tours and hotel accommodations.

(b) If there is a requirement MWR services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

Attachment 10 - QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Husbanding Services
Western Pacific & Indian Ocean Regional Contracts

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance-based Performance Work Statement (PWS). This performance-based plan sets forth the procedures and guidelines the U.S. Fleet & Industrial Supply Center, and its detachments will use to monitor contractor's performance, evaluating port visit cost reporting, non-priced item pricing performance, and ship's overall satisfaction with the of the husbanding service contractor's port visit services.

1.1 PURPOSE

1.1.1. The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the port visit cost reporting requirements, adhering to the non-priced item pricing performance standards, and meeting the ship's task order requirements as identified in the PWS.

1.1.2 This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

2.0 PERFORMANCE MANAGEMENT APPROACH

2.1 The performance-based PWS structures the acquisition around "what" service is required as opposed to "how" the contractor should perform the work. This QASP will define the performance management approach taken by the Contracting Officer to monitor, manage, and take appropriate action on the contractor's performance against expected outcomes or performance objectives communicated in the PWS. Performance management rests upon developing a capability to review and analyze information generated through performance metrics. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management. The data generated in a performance management approach provides information that indicates whether or not expected outcomes for required services are being achieved adequately by the contractor.

2.2 Performance management also represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether or not outcomes are being achieved and migrates away from scrutiny on compliance with the processes and practices used to achieve the outcome. The only exceptions to process reviews are those required by law and compelling business situations

such as safety and health. An outcome focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved at the desired levels of performance.

3.0 PERFORMANCE MANAGEMENT STRATEGY

3.1 The contractor will develop and utilize staffing and procedures, for use on a continuous basis, for self inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS.

3.2 The Contracting Officer will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The Government will make decisions based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

4.0 ROLES AND RESPONSIBILITIES

4.1. Procuring Contracting Officer (PCO). The PCO is the individual who performs preaward functions and awards or executes a contract. The PCO will retain post award functions. Accordingly, the PCO performs assigned post award functions related to the administration of the contract. Ensures performance of all necessary actions for effective contracting, monitors compliance with the terms of the contract, and safeguards the interests of the Government. The PCO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

4.2. Contracting Officer Representative (COR). The Government personnel who perform quality assurance functions for a contracted service.

- Provide technical assistance to the contracting office
- Provide functional continuity and stability
- Maintain proficiency in contract surveillance procedures
- Perform surveillance in accordance with the surveillance plan and provide documentation of surveillance observations to the PCO, as required
- Notify the PCO of any significant performance deficiencies
- Prepare input to the Contractor Performance Assessment Reporting System (CPARS)

4.3 Ordering Officers (e.g., Ship SUPPO) are responsible to

- Issue the orders in accordance with the terms and conditions
- Monitor, assess, and communicate the performance of the contractor. Government surveillance may occur under authority of the Inspection/Acceptance paragraph of clause 52.212-4, Contract Terms and Conditions – Commercial Items, for any supply or service relating to the contract.

5. PERFORMANCE OBJECTIVES AND METHOD OF SURVEILLENCE

The contractor shall provide husbanding service support in accordance with the PWS. While the contractor is fully expected to comply with all requirements in the PWS, the government's assessment of contractor performance will focus mainly on the performance objectives that are also listed in the Attachment 10a. QASP Matrix. The level of the acceptance for each objective is also established

5.1. Performance Objective #1:

Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 schedules provided as part of the RFP. The On-line Pricing Application Tool may be utilized for the creation of the estimate.

Method of surveillance: E-mail received from the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided.

Level of acceptance:

- On time 100%

- Up to 2 working days late, but before ship's arrival 80%

- 3-4 working days late, but before ship's arrival 60%

- Over 4 working days late but before ship's arrival 40%

- None before ship's arrival 0%

5.2. Performance Objective #2:

Submit final LogSSR within seven (7) days of each ship's departure (includes entering data into LogSSR and submitting all supporting documentation).

Method of surveillance: Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.

Level of acceptance:

- Within 7 calendar days after ship's departure 100%

- Within 08-14 calendar days after ship's departure 80%

- Within 15-30 calendar days after ship's departure 50%

- Over 30 calendar days after ship's departure 0%

5.3. Performance Objective #3:

LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages).

Method of surveillance: Compare the LogSSR data and PVCR/invoice data.

Level of acceptance:

- No errors 100%

- 1 error 80%

- 2 errors 60%

- 3 errors 40%

- Over 3 errors 0%

5.4. Performance Objective #4:

In Port Pricing. The HSP shall maintain the online pricing application's 'real-time' pricing capability and update non-priced item pricing and ordering data during the actual performance period the ship is in port. The HSP shall continue to input documentation into the application during the entire port visit.

The HSP shall update this report at least once per day of performance between the hours of 0700 and 2300, if applicable, while ship is in port until the completion of the ship's visit.

Method of surveillance: check the on-line pricing tool during the ship's visit and after the ship's departure to verify that the contractor updates the On-line Pricing Application with the additional requirements and for the non-priced item the procedure established has been followed.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

5.5 Performance Objective #5

Final Price Report. A Final Price Report must be reported in On-line Pricing Application Tool and itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 within forty eight (48 hours) after a ship leaves port. The HSP shall include all paid and unpaid invoices to the report.

Any changes to final prices paid shall be updated within the On-line Pricing application within one (1) calendar day of the change.

Method of surveillance: periodic checks of the On-line Pricing Application during port visits and forty eight (48 hours) after a ship leaves port.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

5.6 Performance Objective #6:

Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.

Method of surveillance: After each ship visit, the ship submits a port visit cost report indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

6.0 METHODOLOGIES TO MONITOR PERFORMANCE

6.1 In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate contractor performance. The Contracting Officer will use the On-line Pricing Application, the LogSSR and any input from the requiring activity as sources of comments on the contractor's performance.

6.2 The ships always have the option to communicate complaints to the Contracting Officer as opposed to the contractor. The complaints can be submitted during or after the visit; however the primary document that reports the complaints is the Port Visit Cost Report (PVCR). The Contracting Officer will accept the ships complaints and will investigate.

7.0 QUALITY ASSURANCE REPORTING

7.1. Within 30 days following the end of each quarter, the COR/PCO will prepare a report that shows the level of acceptance for each performance objective reached throughout the quarter. An overall average of the performance area objective area scores will be tracked for each port visit and for all port visits within the quarter. 80% is the overall goal for performance in each of these areas.

8.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

8.1 The Government shall use the observation methods cited to determine whether the AQLs have been met. The Government will evaluate the results which then may be translated into the specific negative incentives should performance not meet the AQL (for failure performance, see paragraph 9.0)

8.2 The PCO may require the contractor's project manager, or a designated alternate, to meet with the Government personnel as deemed necessary to discuss performance evaluation. The PCO will define a frequency of in-depth reviews with the contractor. However, if the need arises, the contractor will meet with the PCO as often as required or per the contractor's request. The agenda of the reviews may discuss:

- Performance measured by the metrics and trends
- Issues and concerns of both parties
- Recommendations made by the KO based on contractor information
- Issues arising from independent reviews and inspections

8.3 The PCO and contractor should jointly formulate tactical and long–term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the PCO.

9.0. FAILURE TO PERFORM

9.1 The contractor may be contacted for consideration, may receive negative past performance ratings or may be terminated based on failure to perform.

Consideration: The KO will negotiate consideration in instances where the HSP fails to meet performance requirements.

Negative Past Performance Ratings: The COR may submit negative performance information into the Contractor Performance Assessment Reporting System (CPARS).

Termination. If the KO determines that the contractor has failed to perform to the extent that a termination for cause is justified, the KO shall issue a notice of termination, consistent with FAR Part 12.

LIST OF ATTACHMENTS

Attachment 10a. QASP Matrix

Attachment 10a: QASP Matrix

Attachment 4a	Required Service	Levels

Required Service	Performance Standards	Method Of Surveillance	Goals
Timely submission of estimates within 48 hours after receipt of the order.	Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2. The On-line Pricing Application Tool may be utilized for the creation of the estimate.	E-mail received by the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided..	- On time 100% - Up to 2 working days late, but before ship's arrival 80% - 3-4 working days late, but before ship's arrival 60% - Over 4 working days late but before ship's arrival 40% - None before ship's arrival 0%
LogSSR and final cost reports	Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.	LogSSR Data-base	- Within 7 calendar days after ship's departure 100% - Within 08-14 calendar days after ship's departure 80% - Within 15-30 calendar days after ship's departure 50% - Over 30 calendar days after ship's departure 0%
LogSSR report accuracy	LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages)	Compare the LogSSR data and PVCR/invoice data.	- No errors 100% - 1 error 80% - 2 errors 60% - 3 errors 40% - Over 3 errors 0%

In Port Pricing	(1) The HSP shall maintain the online pricing application's 'real-time' pricing capability and update ALL pricing and ordering data during the actual performance period the ship is in port. The HSP shall continue to scan support documentation into the application during the entire port visit. (2) The HSP shall update this report at least once per day of performance between the hours of 0700 and 2300, if relevant, while ship is in port until the completion of the ship's visit.	On-Line Pricing Application	- Satisfied 100% - Not Satisfied 0%
Final Price Report	(1) A Final Price Report must be reported in On-line Pricing Application Tool and itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 within forty eight (48 hours) after a ship leaves port. The HSP shall include all paid and unpaid invoices to the report (3) Any changes to final prices paid shall be updated within the application one (1) calendar day of the change.	Online Pricing Application	- Satisfied 100% - Not Satisfied 0%
Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.	After each ship visit, the ship submits a port visit cost report to indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.	Ship's port cost visit report, observations, complaints	- Satisfied 100% - Not Satisfied 0%

Attachment 11 - QUALITY ASSURANCE FOR PROVISIONS

September 2006

SECTION I. GENERAL REQUIREMENTS

1. **SANITARILY APPROVED SOURCES:** All subsistence items shall be from approved sources as authorized, or exempted in NAVSUPINST 4335.4F/AR 40-657/AFR 161-32/MCO P10110.31G. Name and address of processing facility shall identify any subcontracting entities utilized other than the primary contractors. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore has available approved source listings of authorized subsistence incorporated into VETCOM Circular 40-1, Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Hawaii and Pacific) and other regions maintained and published by HQ, US Army Veterinary Command, Fort Sam Houston, Texas (http://vets.amedd.army.mil/vetsvcs/approved.nsf). The U.S. Army Veterinary Representative, prior to commencing a contract/Blanket Purchase Agreement (BPA), shall inspect all required potential sources identified. Failing to pass inspection shall be grounds for not issuing a BPA and grounds for cancellation if the facility fails inspection after a BPA has commenced. This applies to all contractors and subcontractors. Documents cited here shall be provided to the contractor upon written request.

2. **DELIVERY VEHICLES:** The supplies delivered under this contract/BPA shall be transported in a sanitary enclosed/covered or open flatbed vehicle. Semiperishable items delivered in open flatbed vehicle shall be covered with a tarp to protect products from rain or foreign objects. Vehicles shall be equipped to maintain the appropriate temperature for the subsistence being delivered. Vehicles shall be maintained in a sanitary condition to prevent contamination of the food and shall be subject to inspection by the government at all reasonable times. Supplies submitted for acceptance in vehicles, which are not sanitary, may be rejected without further inspection. Concurrent transportation of bulk contained pesticides, rodenticides, petroleum products, inedible products, household chemicals, or other caustic or volatile compounds are undesirable but occasionally necessary. When a carrier jointly transports subsistence and cleaning agents or hazardous products, the cleaning agents or hazardous products shall be segregated from the subsistence to the greatest extent. Segregated to the greatest extent means that all cleaning agents or hazardous products shall be unitized, loaded completely lower and horizontally from the subsistence to the maximum distance allowed by the physical configuration of the carrier. Shrink-wrap shall be used to secure items to pallets and provide stabilization.

3. **CODE DATING:** Master-shipping boxes shall be stamped or embossed with code dates, except Fresh Fruits and Vegetables, (FF&V). Coding must represent the date of slaughter, production, pasteurization, manufacture, or expiration/pull date. Open code shall have the date, month and year or Julian date, (last number of the year with the number of days). Closed code, such as letters and numbers, shall have an accompanying letter from the manufacturer explaining the code and shelf life.

4. **PACKAGING:** Standard commercial packaging is acceptable as long as it meets the requirements set forth in this agreement, product is protected from contamination, and quality is preserved. Products shall be packaged in non-returnable commercial containers that do not exceed 55 pounds or 25 kilograms per container. The use of a plastic shrink-wrap to secure items to the pallet shall be minimized.

5. **SHELF LIFE REQUIREMENTS:** Unless otherwise specified in this agreement, products shall be delivered with not less than one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining. If the supplies delivered DO not have the minimum number of days of shelf life remaining as set forth in this agreement, the government shall have the right to reject and/or require replacement.

6. **TEMPERATURE REQUIREMENTS:** Unless otherwise specified in this agreement, all perishable products shall be delivered between 32°F-41°F (0°C-5°C) for chilled and 0°F (-18°C) or below for frozen. Temperatures shall be checked between the primary container and the outer container to reduce product damage. If a discrepancy is suspected, internal temperature shall be checked prior to rejection or acceptance of the products.

7. **REJECTED ITEM:** Any item recommended for rejection by the U.S. Army Veterinary Representative or receiving activity shall be annotated on the invoice or delivery receipt. The Contracting Officer Representative shall negotiate on price adjustment for quality or short shelf life defect as requested by receiving activity based on the U.S. Army Veterinary

Representative inspection results. Replacements shall be coordinated with the Contracting Officer Representative as requested by the receiving activity.

8. **FOREIGN ORIGIN PRODUCTS:** Foreign establishments DO not have to be Directory listed if the prepackaged finished items they produce are imported by distributors or brokers into the continental United States, Hawaii or Alaska for sale to U.S. Armed Forces. This exemption Does not apply to establishments importing food directly into the U.S. territories of American Samoa, Guam, or the Mariana Islands without entering the continental United States, Hawaii or Alaska.

9. **CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD:** See Appendix B below.

SECTION II. QUALITY ASSURANCE PROVISIONS BY ITEM

1. **DAIRY PRODUCTS:**

a. Milk products shall be from approved sources and meet the raw, pasteurized, bacteriological and chemical requirements of the United States Public Health Service (USPHS) Publication 229 (Grade A Pasteurized Milk Ordinance). Frozen deserts and novelties shall be from approved sources in accordance with applicable military or local specifications or in the absence of applicable specifications, good manufacturing practice. Bacteriological and chemical testing may be accomplished at origin or destination. The U.S. Army Veterinary Representative shall submit non-conforming results to the Contracting Officer and provide a copy furnished to the contractor with a letter of explanation. The letter shall inform the contractor that unreliable quality controls may result in suspending further deliveries in accordance with NAVSUPINST 4355.6A/AR 40-70. NAVSUPINST 4355.6/AR 40-70 sets forth the microbiological testing program and suspension procedures for dairy products.

b. Temperature on delivery: Fresh dairy products shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C). Frozen products shall be delivered at 0^{o}F (-18^{o}C) or below.

c. Cheese Related Products:

(1) Soft cheeses such, as mozzarella, natural provolone, cream cheese, and etc., shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C).

(2) Hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, etc., shall be delivered between 32^{o}F and 50^{o}F (0^{o}C and 10^{o}C).

2. **FRESH FRUITS AND VEGETABLES (FF&V): See Appendix A.**

a. All FF&V shall be freshest product available. FF&V shall have eye appeal and shall be a minimum of 90% free from quality defects and 100% free of decay or loss. The Contracting Officer Representative shall negotiate a downward price adjustment for quality defects based on the U.S. Army Veterinary Representative inspection results and confirmed by receiving activity.

b. FF&V shall be delivered in an enclosed vehicle, equipped to maintain the temperature required for the type of FF&V. Mixed loads of FF&V shall be between 35^{o}F and 55 °F (2^{o}C and 12^{o}C).

c. FF&V such as bananas that are sensitive to ethylene oxide shall not be palletized and wrapped with items that are ethylene oxide producers such as apples. Plastic wrapped around the product inside the boxes shall be removed to allow air circulation.

d. Fresh mushrooms shall not be packaged airtight. Packages that are wrapped in plastic shall have air hole cut into plastic 1/8 inch in diameter or larger.

e. FF&V such as bananas, potatoes and onions that are sensitive to chill damage shall be delivered without refrigeration or not less than 56 °F (14^{o}C). FF&V delivered in an open flatbed vehicle shall be protected with a tarp.

f. For repacked FF&V, the recycled boxes shall be clean and odorless; weigh not more than 45 pounds, (20 kilograms); labeled with the name and weight of the item on two adjacent sides of the box and legibly handwritten or printed.

3. **FROZEN MEAT AND POULTRY**

a. Unless otherwise requested, all frozen meat and poultry products must be USDA inspected or USDA certified. They must be listed in one of the following publications: "Meat and Poultry Inspection Directory", or "Directory of Sanitarily Approved Food Establishment for U.S. Armed Forces Procurement. ".

b. Temperature at delivery shall be 0°F (-18°C) or below. If the product is frozen to the point that a bimetallic thermometer cannot be pushed into the product and there does not appear to be significant surface thawing or crystallization the product shall be considered acceptable. These factors shall be considered due to the lack of proper equipment for drilling frozen item.

c. Age at delivery in the frozen state:

(1) Beef shall be delivered no more than 12 months after the date of pack.

(2) Poultry shall be delivered no more than 12 months after the date of pack.

(3) Pork shall be delivered no more than 12 months after the date of pack.

(4) Lamb and veal be delivered no more than 12 months after the date of pack.

NOTE: If the manufacture, slaughter or expiration date is stamped, not embossed on the box, the Health Certificate from origin shall be available for verification by the inspecting U.S. Army Veterinary Representative.

4. **FROZEN WATERFOODS:**

a. Temperature at delivery 0°F (-18°C) or below and shall be checked using the guidance reference previously in paragraph II.3.a.

b. Age at delivery in the frozen state:

(1) Seasonal packed items shall be delivered no more than 12 months after the date of pack.

(2) Oysters shall be delivered within 6 months of shucking/freezing.

(3) Shrimp shall be delivered within 180 days, of packaging/freezing.

c. General Guidance: All items shall be delivered in excellent condition, practically free of parasites, and show no evidence of mishandling.

5. **SHELL EGGS:**

a. Shell eggs shall be cleaned and free of damage (broken, cracked, leaker, etc.,). The U.S. Army Veterinary Representative shall recommend rejection of eggs with excessive dirt or feces.

NOTE: A small quantity of dirt is allowed on eggs delivered from plants that are only approved for unwashed eggs, small defined as having relatively little size or slight dimension.

b. Fresh shell eggs delivered directly from the farms within 48 hours of production may be delivered in unrefrigerated vehicles that are covered. The vehicles must meet all the requirements listed in Section I, par. 2. Boxes shall be marked with the date of production with the vendor's name and address.

c. Chilled fresh shell eggs that are procured from food distributors shall be delivered in refrigerated vehicles and shall be delivered within 15 days from the date of packaging. Internal temperature of eggs at delivery must be 41°F (5°C) or below.

6. **BAKERY PRODUCTS:**

a. Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined.

b. Bakery products shall be delivered within 48 hours from the date of production. Frozen bakery products shall be delivered within 6 months from the date of production, (SL 12 months), and in a refrigerated truck with a temperature of 0°F (-18°C).

SECTION III. SPECIFIED ANCHORAGE DELIVERIES

1. Due to the special circumstances associated with anchorage deliveries, the following exceptions are authorized, but shall not relieve the contractor or the BPA holder of any other requirements in the Quality Assurance Provisions unless specifically listed below:

a. Dairy products may be delivered in non-refrigerated containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. When a refrigerated unit is not used, the dairy products shall be packed in special containers that hold multiple units of product (bi-wall/tri-wall boxes), with dry ice based on the product weight to maintain internal temperature of 41°F (5°C). The special container shall be packed to allow air circulation within. Dairy products shall be given the highest priority for loading/off-loading upon receipt.

b. FF&V may be delivered in unrefrigerated containers in the most expeditious manner to ensure the least amount of exposure to high temperatures.

c. Miscellaneous frozen products may be delivered in non-freezer containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. Frozen items shall be packed with dry ice based on the product weight to maintain frozen state. The special container shall be packed to allow air circulation within. Although slight temperature deviations may occur, proper packaging and sufficient quantities of dry ice shall preclude excessive temperature deviations and thawing. Any item showing sign of thawing shall be rejected.

2. Although special considerations are authorized in anchorage deliveries, no exceptions have been authorized or shall be accepted for reduced sanitary standards, including the sanitation of the vehicles, boats, and shipping containers. The reuse of containers to transport products with dry ice is authorized as long as the container is sanitary and serviceable.

3. No deviations to these Quality Assurance Provisions are authorized without prior written approval from the Contracting Officer and U.S. Army Veterinary Representative. Deviations shall be granted prior to quotes being accepted and only for the particular delivery in question.

APPENDIX A, PERISHABLE FOODS, TO ATTACHMENT 8 (QA PROVISIONS)

The following are requirements that apply to this contract:

PERISHABLE SUBSISTENCE COMPATABILITY GROUPS
(Extracted From DLAM 4145.12/ TM 38-400, April 1994)

Group 1

Temperature: 32° to 34°F (1° to 1°C).
Relative humidity: 90 to 95 percent.

Atmosphere: Normally used on berries and cherries only -10 to 20 percent CO_2.
Ice: Never in contact with commodity.

Note: Most members of this group not compatible with Group 6a or 6b because ethylene production by Group 1 can be high, and thus harmful to members of Group 6a or 6b.

Apples (except those varieties listed in Group 3)
Apricots
Berries (except cranberries) Cherries.
Figs (not with apples, danger of odor transfer to figs; also see Group 6a)
Grapes (not fumigated with surfer dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages).
Peaches
Pears
Persimmons Plums and Pomegranates
Quinces

Group 2

Temperature: 55° to 65°F(13° to 18°C)
Relative humidity: 85 to 95 percent.
Ice: Never in contact with commodity.
Avocados
Bananas
Eggplant {also see Group 5)
Grapefruit [1]
Guava
Limes
Mangoes
Muskmelons, other than cantaloupes
Casaba
Crenshaw
Honey Dew
Persian
Olive, fresh
Papayas
Pineapples {not with avocados, danger of avocados' odor absorption)
Tomatoes, green
Tomatoes, pink {also see Group 4)
Watermelons (also see Group 4 and 5)

Group 3

Temperature: 36° to 41°F (2°to 5°C).
Relative humidity: 90 to 95 percent: cantaloupes about 95 percent.
Ice: In contact with cantaloupes.
Apples (Grimes Golden and Jonathan (both, certain areas), Yellow Newton (California) and Mclntosh
Cantaloupes
Cranberries
Lemons [1] (use 50 to 55°F for more than a month)
Lychees (also see Group 4)
Oranges 1(Florida or Texas)
Tangerines

Group 4

Temperature: 40° to 45°F (4° to 7°C): beans 38° to 42°F (3° to 6°C).
Relative humidi1y: About 95 percent
Ice: Never in contact with commodity.
Beans snap
Lychees (also see Group 3)
Okra
Oranges [1] (California or Arizona)
Pepper; green (not with beans)
Pepper, red (if with green peppers, temperature adjusted toward top of range)
Squash, summer
Tomatoes, pink (also see Group 2)
Watermelons (also see Groups 2 and 5)

Group 5

Temperature: 50° to 55°F (10° to 13°C): ginger not below 55°F.
Relative humidity: 85 to 90 percent.
Ice: Never in contact with commodity.
Cucumbers
Eggplant (also see Group 2)
Ginger (not with eggplant, also see Group 7)
Potatoes (late crop)
Pumpkin and Squashes, winter
Watermelon (temperature adjusted for other members of the group; also see Groups 2 and 4),

Group 6a

This group, except for figs, grapes and mushrooms, is compatible with Group 6b
Temperature: 32° to34°F (0° to 1°C)
Relative humidity: 95 to 100 percent.
Ice: Never in contact with asparagus, figs, grapes, and mushrooms
Artichokes
Asparagus
Beefs, red
Endive and escarole
Figs (also see Group 1)
Grapes (not furnished with sulfur dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages)
Greens
Leek (not with figs or grapes)
Lettuce
Mushrooms
Parsley
Parsnips
Peas
Rhubarb
Salsity
Spinach
Sweet Corn
Watercress

Group 6b

This group is compatible with Group 6a, except for figs, grapes and mushrooms.

Temperature: 13°to 13°F (0° to l°C)
Relative humidity: 95 to 100 percent
Ice: Contact acceptable for all
Broccoli
Brussels sprouts
Cabbage
Cauliflower
Celeriac
Celery
Horseradish Kohlrabi
Onions green (not with rhubarb. Figs, or grapes; probably not with mushrooms or sweet corn)
Radishes
Rutabagas
Turnips

Group 7

Temperature: 5° to 65°F (13° to 18°C)
Relative humidity: 85 to 90 percent.
Ice: never In contact with commodity.
Ginger (also see Group 5)
Potatoes, early crop (temperatures adjusted for others)
Sweet Potatoes

Group 8

Temperature: 32°to 34°F (0° to 13°C)
Relative humidity: 65 to 70 percent.
Ice: never in contact with commodity.
Garlic
Onions dry

[1] Citrus fruits -Biphenyl fungicide may impart off odors to other commodities

The above information was extracted from Lipton, W.J. and J. M. Harvey, Compatibility of Fruits and Vegetables During Transport in Mixed loads, US Department of Agriculture Research Service, ARS51- 48 (September 1972).

Appendix B - <u>CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD</u>

Microbiological criteria for dairy products[1,2]

Product(s)	Standard Plate Count (SPC) (See notes 3&4)	Coliform count (See note 4)	combined yeast and mold count (See note 4)	Preliminary incubation count (See note 5)
Aseptically processed and packaged Milk and milk products	0 per ml (See notes 6&7)		0 per ml (See note 6)	0 per ml (See note 6)
Buttermilk and acidophilus milk		10 per gram		
Cottage cheese		10 per gram		10 per gram
Cream, sour cultured		10 per gram		10 per gram
Grade A pasteurized milk and milk products	20,000 per ml		10 per ml	200,000 per ml

Ice cream products, flavored, fruit and / or nuts	50,000 per gram	20 per gram	
Ice cream products, vanilla and plain flavored	50,000 per gram	10 per gram	
Frozen dessert mix:			
Vanilla flavor	50,000 per gram	10 per gram	10 per gram
other flavors	50,000 per gram	20 per gram	10 per gram
Yogurt, chilled		10 per gram	
Yogurt, frozen, plain		10 per gram	
Yogurt, frozen, flavored		20 per gram	
Yogurt, soft serve mix		10 per gram	

Notes:
1. Phosphates as specified in the PMO.
2. Products shall be free of antibiotic or pesticide residues or below the action levels established for such residues by the applicable Federal Regulatory Agency. Antibiotic residue testing shall be by the method described in the PMO. Examinations and test to detect adulterants, including pesticides, shall be conducted by methods recognized by the applicable Federal regulatory agency.
3. Not applicable to cultured products.
4. All counts are maximum allowed standards.
5. Samples must be received within 72 hrs of pasteurization. Preliminary incubation test is used as a determination of keeping quality.
6. Nonconformance's will be considered an imminent health hazard.
7. Either aerobic or anaerobic SPC.

Microbiological criteria for Environmental Swabs[1,2]

	Aerobic Plate Count (APC)	Coliform Count	ATP (RLU) Counts
Environmental swab	100 per 50 sq cm	10 per 50 sq cm	See Note 3

Notes:
1. Microbiological counts can be used as an index for evaluating the sanitation status of processing equipment and the facility.
2. All counts are maximum recommended limits.
3. Relative Light Units (RLU) are directly correlated to log cfu/sq cm . RLU maximum tolerances are dependent upon the manufacturer of the ATP bioluminescence reader. Follow manufacturer's instructions for RLU limits.

Microbiological criteria for Fish, fresh or frozen, including shellfish

Counts[4]	m	M
Aerobic Plate Count (APC)	5,000 per gram	1,000,000 per gram
E. coli	10 per gram	500 per gram
Staphylococcus aureus	100 per gram	1,000 per gram

Vibrio parahaemolyticus [1]	10 per gram	100 per gram
Vibrio vulnificus[2,3]	Zero (0) Tolerance	
Salmonella[2]	Zero (0) Tolerance	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Used for oysters and fish designed to be consumed raw.
2. No viable pathogen in a 25 gram sample.
3. Limit is established as non-detectable depending on method used and detection limit.
4. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Fruit Juice, Fresh or Frozen

Product(s)	Standard Plate Count (SPC) [3] m	Standard Plate Count (SPC) [3] M	Coliform count	Combined Yeast and Mold count
Aseptically processed juice[1]	0		0	0
Pasteurized Juice[2]		20,000 per ml	20 per ml	200 per ml
Non-Pasteurized Juice[4]	50,000 per ml	100,000 per ml		

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Must be labeled as aseptically processed and process must be verified.
2. Must be labeled as pasteurized.
3. Plate count limits for juices, except for aseptically processed juice, are used as a quality indicator and may assist in determining keeping quality and/or shelf life.
4. Non-pasteurized juice is not approved for US Armed Forces Procurement.

Microbiological criteria for Kimchee [1,3,4]

Counts [9]	m	M
Coliform (MPN)	10 per gram	
Clostridium perfringens	100 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Pseudomonas ssp [7]	200 per gram	

Streptococcus ssp [7]	10 per gram	
Listeria monocytogenes[8]	0	
Salmonella ssp[2,8]	0	
Vibrio ssp[5,8]	0	
Salt %	$\geq$ 2.5/wt	$\leq$ 3.5/wt
pH	$\geq$ 4.2	$\leq$ 4.7
Polygalacturonase [6]	Negative	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Products containing monosodium glutamate (MSG), nuts or nut oils must be labeled appropriately to reflect potential allergenic contents.
2. Only for varieties containing meat or poultry, sprouts, watercress or melon.
3. Varieties of Kimchee include, but are not limited to: Vegetables: winter, spring, cucumber, wrapped, Yolma, Chang, radish (Nabak), white (Pak), western-cabbage, pony-tail radish (Chonggak), eggplant, green onion, pumpkin, spinach, leek, green pepper; Chanachi: radish, green pepper, cucumber, garlic cabbage; Kaktagi: radish, radish and oyster Kaktuki; Tong Chimi;: radish tongchimi; Shikhae: chicken, andong, Alaskan Pollock shikhae.
4. All Kimchee products must be delivered and stored refrigerated with a definitive shelf life marked on each container.
5. Only for varieties containing fish or seafood ingredients.
6. Polyglacturonase activity is an indicator of overripening and spoilage, inferring the possible presence of Bacillus subtilus, Saccaromyces fragilis, Candida pseudotropicalis, Oospora lactis, Asperfillus ssp., and Penicillium ssp.
7. Excessive acidification may be due to high counts of these organisms; this is an indicator of very poor quality product.
8. Zero tolerance pathogens.
9. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Retail Ground Beef, Beef Trimmings, Ground Pork , Poultry (Chilled or Frozen)		
Counts	m	M
Aerobic Plate Count (APC)	100,000 per gram	1,000,000 per gram
Fecal Coliform	50 per gram	500 per gram
Total coliform	100 per gram	1,000 per gram
E. coli	10 per gram	< 110 per gram
Coagulase Positive Staph	<100 per gram	500 per gram
Salmonella species	Zero (0) Tolerance[1]	
E.coli O157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.

Microbiological limits for Sandwiches, Prepared Salads and Spreads, Bagged Salad, and Cut Vegetables [4]		
Counts[3]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli most probable number (MPN)	3 per gram[2]	10 per gram
Coliform (fecal)	10 per gram	100 per gram
Yeast and mold count	200 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Campylobacter jejuni	Zero (0) Tolerance[1]	
Salmonella species	Zero (0) Tolerance[1]	
Listeria moncytogenes	Zero (0) Tolerance[1]	
E. coli 0157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that "M" are of marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. No viable pathogen in a 25 gram sample.
2. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
3. Products may not be examined for all microbial characteristics as listed above. Contact laboratory if specific tests are required.
4. Tuna, chicken, ham and egg salads are tested the same, regardless whether on bread or submitted in tubs, buckets or other retail containers.

Microbiological criteria for Soft Serve Ice (cream) Milk and Soft Serve Yogurt at the retail/user level[2]		
Counts	m	M
Standard plat count [1]	50,000 per gram	250,000 per gram
Coliform	10 per gram	100 per gram
Combined Yeast & Mold		100 per gram

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
Standard Plate Count (SPC) does not apply to yogurt products.
Soft serve and Yogurt machines.

Microbiological limits for Tofu		
Counts[2]	m	M

Aerobic plate count (APC)		100,000 per gram	1,000,000 per gram coli (MPN)
<3 per gram	10 per gram		
Staphylococcus aureus		100 per gram	1000 per gram
Salmonella species[1]		Zero (0) Tolerance[1]	
Listeria moncytogenes[1]		Zero (0) Tolerance[1]	
Yersinia entercoliticus[1]		Zero (0) Tolerance[1]	

Legend:
m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. Products may not be examined for all microbial characteristics as listed above.

Microbiological and Chemical criteria for Bottled Water[1] and Vending Machine Water[2] and Ice

Counts	m	M
Coliform	0 per 100 ml	
Coliform (bottled water)	0 per 250ml	
Heterotrophic Plate Count [5]	1000 per ml	100,000 per ml
Pseudomonas aeruginosa	Zero (0) Tolerance	
Flouride[2]		
Arsenic[2]		
Trihalomethanes[2]		
Chlorine[2]		
Dissolved Solids[4]		
Silver [3]	None Detectable	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Bottled water is tested IAW the specific limits set forth by the Code of Federal Regulations (CFR) and current Environmental Protection Agency (EPA) regulations.
2. Vending machine water requirements are from the Association of Food and Drug Officials Model Code, 1997; Ice standards are derived from the International Packaged Ice Association. These are the minimum tests required for Vending Machine water.
3. Current published regulatory limits apply.
4. Only those machines utilizing silver impregnated carbon filters. Dissolved solids measurements are for vending machines labeled "Purified".
5. Ice and water derived from well water or surface water sources marketed at retail have higher allowable HPC limits. See current guidelines established in the CFR.

Microbiological criteria for Retail/User level Pre-packaged Deli and RTE Products[4]

Product(s)	APC[3]	Listeria spp.[2]	Salmonella[2]	Coliform[2]	E.Coli O157:H7

Luncheon Meats, frankfurters, Beef, poultry & pork	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance
Cheese, soft and hard	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Pasteurized, liquid, frozen or Dried egg	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Pizza topping (meat & cheese)	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Dried meats sticks, jerky [1]	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance

Notes:
1. Yeast and mold combined count should not exceed 100 /g.
2. No viable pathogen in a 25 gram sample. All counts are maximum allowable limits.
3. See Table Below for APC values in RTE Products.
4. Includes all like type/style products not otherwise listed.

Additional Microbiological limits for Commercial (Food Court Style) RTE Products[2,4]

Counts	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli (MPN)	3 per gram [3]	10 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
E. coli 0157:H7[1]	Zero (0) Tolerance[1]	
Campylobacter jejuni	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. This table is primarily designed for hot food lines.
3. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
4. Products may not be examined for all microbial characteristics when submitted. These values are primarily used when conducting food borne illness investigations and overall quality characteristics.

PART VI - Summary of Directory Listing Requirements

Federal Supply Class (*Note 1)	Listing Required	Listing Not Required
8905 (*Notes 2, 3)	All fish, meat, poultry, and shellfish, including:	Crabs, live.
	Buffalo meat.	Crawfish, live.
	Fish, canned.	Fish, fresh or frozen, whole and/or eviscerated, head on or off, unscaled, unpackaged.
	Fish, fresh or fresh smoked, modified atmospheric packaged.	
	Fish, fresh or frozen, packaged.	Lobster, live.
	Herring, pickled.	Shrimp, fresh or frozen, whole or head off.
	Quail.	

	Rabbits.	
	Salmon, smoked.	
	Squid.	
8910	All dairy foods and eggs, including:	Chocolate drink mix, non-dairy.
(*Notes 4, 5)	Cream, sterilized.	Powdered dairy mixes.
	Creamer, coffee, dairy.	Toppings, non-dairy.
	Dairy soft serve mixes.	
	Desserts/puddings, frozen.	
	Egg nog, canned.	
	Egg substitutes.	
	Italian ices.	
	Topping, real cream.	
	Yogurt, fresh or frozen.	
8915	All pre-cut pre-packaged minimum processed fresh	All unprocessed fruits and
(*Note 7, 8)	fruits and vegetables.	vegetables.
	Kimchee.	Olives.
	Mushrooms, whole and sliced.	Fruit juices and nectars, shelf stable
	Salads, non-meat, with or without dressing	or frozen concentrate.
	(not USDA listed).	
	Vegetable sprouts.	
	Fruit juices and nectars, refrigerated.	
8920	Bakery and cereal products (baked and unbaked, fresh	All other bakery products, including:
(*Notes 6, 9)	and frozen), specifically:	Bagels.
	Croissants.	Batter mix, dry.
	Doughnuts	Biscuits, canned.
	Egg roll wrappers.	Breads, rolls, and buns.
	Flour and corn tortillas.	Cake mix, dry.
	Wet pasta (noodles).	Cakes, unfilled.
	Pastries.	Cookie mix, chilled or dry.
	Pies.	Cookies, unfilled.
	Soft pretzels.	Crackers.
	Won ton wrappers.	Cupcakes, unfilled.
	Filled bakery items.	Dough, frozen or chilled.
		Dumplings, frozen.
		English muffins.
		Flour.
		Fruitcakes.
		Melba toast.
		Muffins
		Pancake batter, frozen.
		Pancake/waffle mix.
		Pasta, dry (noodles).
		Pizza crust.
		Taco shells.
		Toaster pastries.
		Pie crusts, unfilled.
		Waffles, frozen.
8925		All confectionery, nuts, and sugars.
8930		All jams, jellies, and preserves.
8935		Bouillon and soups.
8940	Dietary foods and specialty preparations,	All other dietary and specialty
(*Notes 2, 3, 4, 5, 10)	specifically:	preparations, including:
	Fish, meat, poultry, dairy, egg, and shellfish products.	Baby formula, canned.
	Pickled eggs.	Chips, nacho or potato.
	Frozen dinners.	Creamer, coffee, imitation (non-

	Pudding novelties, frozen or chilled.	dairy).
	Tofu.	Dips.
		Nacho cheese, canned.
		Nutri-why.
		Popcorn.
		Puddings, canned.
8945		Fats and food oils, including margarine
8950		All condiments and related products, including:
		Salad dressings.
		Mexican salsa)
8955		All cocoa, coffee, and tea.
8960	Beverages, nonalcoholic; specifically:	All other nonalcoholic beverages, including:
	Ice.	Dry ice.
	Bottled water.	Fruit drink mix containing no fruit juices.
8965		Non-MRE beverages, alcoholic.
8970 (*Note 2)	MRE food composite packages	Non-MRE composite food packages.
8975		All tobacco products.

*Notes:

1. For complete item listing within each class of the 8900 (subsistence) Federal Supply Class (FSC) Group, refer to Federal Supply Catalog C8900-SL, Stock List--FSC Group 89 Subsistence.
2. Meat and poultry establishments listed in the *USDA Meat and Poultry Inspection Directory* may serve as sources of meat and poultry items as indicated. These products must bear the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to meat or poultry inspection acts must also be Directory listed for those items.
3. Directory listing is not required for establishments on the Interstate Certified Shellfish Shippers List (ICSSL). Fish, fresh or fresh smoked, modified atmospheric packaged (when distributed in a chill state) must be Packed Under Federal Inspection (PUFI) by the USDC or listed specifically in this Directory. Establishments supplying other fish products must be Directory listed unless listed by the United States Department of Commerce (USDC) in the *USDC Approved List of Fish Establishments and Products*.
4. Directory listing is not required for shell egg sources listed in the *Directory of Grading Offices and Plants Operating Under USDA Poultry and Egg Grading Programs.* Establishments listed in the *USDA Meat and Poultry Inspection Directory* for dried or liquid/frozen egg products may serve as sources for those products, as coded.
5. Establishments having a pasteurized milk compliance rating of 90 percent or higher, certified by a State milk sanitation officer, and listed in the *Sanitation Compliance and Enforcement Rating of Interstate Milk Shippers (IMS) List* may serve as sources of milk and milk products, as listed. Listing in this Directory is mandatory to serve as a source of other milk and milk products and/or frozen dessert items. Establishments listed in the *Dairy Plants Surveyed and Approved for USDA Grading Service* may serve as sources of manufactured or processed dairy products as listed by product code. Those operations denoted with "P" codes (packaging and processing) must be Directory listed when providing ungraded manufactured or processed dairy products.
6. Directory listing is not normally required for semiperishable and nonanimal origin ingredient sources for items such as ready-to-eat bakery products and ice cream.
7. Establishments processing ready-to-eat, chilled, and prepared non-meat salads (such as potato, egg, tuna, chicken, turkey, ham, bean, macaroni, or cole slaw) must be Directory listed.
8. Only pasteurized juices are authorized for purchase by the DOD.
9. Directory listing for natural and artificial cream or fruit filled pie crusts, cakes, and cookies is not required if the finished item will not support pathogenic microbial growth.
10. Establishments producing finished products containing less than 3 percent by weight components of animal origin may be exempted from Directory listing by the command publishing this Directory.

Attachment 12 - FLOATING LINE OF DEMARCATION SPECIFICATIONS

The following are Floating Line of Demarcation (FLD) Specifications used for this contract:

1. The Contractor shall provide a FLD to identify a restricted area in the water of approximately 330 feet (100 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. The FLD is to help identify a safe standoff zone.

2. The size of the FLD will depend on the class of ship. Pier side, the FLD should be positioned 330 feet (100 meters) fore and aft of the ship and 330 feet (100 meters) out into the water from the ship. If sufficient space is not available then the FLD will be positioned as far as possible from the ship. At anchorage, the FLD will be positioned 330 feet (100 meters) outside the swing radius of the ship.

3. There are two types of FLDs that are currently authorized.

3.1. Continuous Line FLD – If allowed by the Port, the Contractor shall provide a Continuous Line FLD per the specifications listed below.

3.1.1. The FLD must fully enclose ships at dockside or at anchorage. The FLD will have an Entry Control Point (ECP) where the FLD may be opened up when authorized watercraft require access to the ship. The Contractor will provide a boat and crew to open up and close the FLD at the ECP.

3.1.2. Specifications:

3.1.2.1. Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable ECP for access.Floatation devices positioned every meter on the line.

3.1.2.2. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing strobe lights (standing at least one meter high above the water) and positioned every 75 meters along the line.

3.1.2.3. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the FLD. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD intact at all times regardless of sea conditions. Failure of the system to remain in place may result in deductions to the invoice.

3.2. Buoy System FLD - This is an acceptable alternative to the Continous Line FLD requirement. Some Ports may require the buoys to be temporarily moved and replaced if a commercial ship requires the water space. Whether continuous line FLD or buoy system FLD is ordered and provided, billing shall be at the single rate specified in the Attachment 2 schedules for the ‘Floating Barrier/Line of Demarcation‘ under LLIN XX12AF.

3.2.1. The Contractor shall provide a Buoy System FLD per the specifications provided below.

3.2.2. The Contractor shall provide a Buoy System FLD to identify a restricted area around ships. The purpose of the Bouy System FLD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 100 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible on both ship and shore based radar. The Picket Boats will patrol outside of this visual reference. The Buoy System FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) workboats to tend to the Buoy System FLD at all times.

3.2.3. Provide the system with weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

Attachment 13 - PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

1. The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

2. The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

3. Ships at anchorage will normally require two Picket Boats.

4. The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate Lot Line Item in the contract.

5. The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

6. The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

7. The Picket Boat will meet the following requirements:

7.1. Licensed for commercial operations by local country Department of Transportation.

7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

7.4. If a deckhand crewmember is required, only qualified personnel are used.

7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

7.11.4. Portable Spotlight

Attachment 14 - SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

    1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

    1.2. Security guards may be provided through private security firms or through local police officials.

    1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

    1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

    1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pierside:

    2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

    2.2. All pierside guard services will be performed within the parameters of local Laws and Regulations.

    2.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

    2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

    2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

    2.6. The following equipment will be required as a minimum for each guard:

        2.6.1. Uniform as provided by contractor or authorities;

        2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. ROEs Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats:

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2 If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3 The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4 As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

Attachment 15 - FUEL SPECIFICATIONS

The following are the Fuel Specifications for this contract:

SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	**Requirement**	**Text Method**
Appearance, @ 25ºC or ambient temperature whichever higher	Clear, bright and free of vis particulates	D 4176 1/
Demulsification, @ 25ºC, minutes (max)	10	D 1401 2/
Density, @ 15ºC, kg/m^3 (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, ºC 50% point, ºC 90% point, ºC, (max) end point, ºC, (max) Residue º Loss, % vol., (max)	 Record Record 357ºC 385ºC 3.0	D 86 3/
Cloud Point, ºC, (max)	-1ºC	D 2500
Color, (max)	3	D1500
Flash Point, ºC, (min)	60ºC	D 93 4/
Particulate Contamination, mg/liter, (max)	10	D 5432 5/
Pour Point, ºC, (max)	-6ºC	D 97
Viscosity, @ 40ºCm mm^2/second	- 1.7 - 4.3	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100ml	1.5	D5304 (R), D 2274 6/
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664
Aniline Point, ºC, (min)	60ºC	D 611
Ash, % wt., (max)	0.005	D 482
Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 7/
Corrosion, @ 100ºC, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min) Cetane Index, (min)	42	D 613 (R), D 976 8/
Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 26
Trace Metals, ppm, (max) Calcium Lead Sodium plus Potassium Vanadium	 1.0 0.5 1.0 0.5	D 3605 9/
Additive Names and Dosages	Record	

1. If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709, 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains visible sediment or particulate matter, but meets the requirement of 10 mg/1 (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.

2. The demulsification text shall be conducted in accordance with the following exceptions:

(a) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.

(b) The test temperature shall be 25ºC.

(c) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute.

3. As the end point of the distillation is approached, if either a thermometer reading of 385ºC or a decomposition point is observed, discontinue the heating and resume the procedure as directed in ASTM D 86.

4. The flash point value is the absolute and no value less than 60ºC is permissible.

5. A one-liter minimum sample shall be used.

6. ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours to 40 hours.

7. When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fuel, without the cetane improver.

8. Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified in Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.

9. Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of the inspection authority.

Minimum Requirements for Purchases of Commercial Distillate Fuels ((Navy) Marine Gas Oil) for Bunkers

The following minimum requirements have been established for use when buying fuel (gas oil - 100% distillate) from commercial sources when F76 is not available. Marine Gas Oil is not acceptable as cargo fuel on Navy Oilers.

TEST	**METHOD**	**REQUIREMENTS**
1. Cetane Number	ASTM D 613	45 min
or		
Cetane Index	ASTM D 976	45 min

Note: A cetane index of 41 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exce maximum of 338ºC. A cetane number of 40 or above, but less than 45, is acceptable provided the 90% Distillation Po does not exceed a maximum of 338°C.

2. Appearance @ 21ºC or ambient temperature (whichever higher)	Visual	Clear & Bright
or		
Water and Sediment	ASTM D 2709	0.05% max
3. Distillation. 90% Point	ASTM D 86	375ºC max
4. Flash Point	ASTM D 93	60ºC min
5. Pour Point	ASTM D 97	Report

6. Cloud Point	ASTM D 2500	-1.1ºC (30 °F)
7. Viscosity @ 40ºC	ASTM D 455	1.7 - 4.5 CST
8. Color	ASTM D 1500	3 max
9. Gravity	ASTM D 1298, D 287	Record
10. Carbon Residue	ASTM D 524	0.35% max
11. Ash	ASTM D 482	0.01% max
12. Sulfur	ASTM D 129, D 1552 D2622	1.00% max
13. Copper Corrosion	ASTM D 130	3 max

C16.23-2 COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC JAN 1998)

Offered product shall conform to the following requirements which are suitable for Marine Gas Turbine.

	TEST	METHOD	REQUIREMENTS
1.	Cetane Number	ASTM D 613	42 min
	or		
	Cetane Index	ASTM D 976	43 min
	NOTE: A Cetane Number of 40 minimum, or a Cetane Index of 41 minimum, is acceptable provided the 90 Percent Distillation Point does not exceed a maximum of 338^{O}C.		
2.	Appearance @ 21^{O}C or ambient temp. (whichever higher)	Visual	Clear & Bright
	or		
	Water & Sediment	ASTM D 2709	0.05 vol % max.
3.	Distillation, 90% point	ASTM D 86	357^{O}C max.
4.	Flash Point	ASTM D 93	60^{O}C min
	NOTE: The flash point value is absolute and no value less than 60^{O}C is permissible.		
5.	Cloud Point	ASTM D 2500	-1.1^{O}C (30^{O}F) max.
	NOTE: Cloud Point results will be evaluated based upon bunkering location.		
6.	Viscosity @ 40^{O}C	ASTM D 445	1.7 - 4.5 cst
7.	Color	ASTM D 1500	3 max.
	NOTE FOR DOMESTIC ITEMS: This Color test requirement is deleted if red dye has been added in compliance with U.S. Environmental Protection Agency or Internal Revenue Service regulations; however, the resulting fuel/dye blend must have a red tint. It shall not be visually brown or darker in appearance.		
8.	Density @ 15^{O}C	ASTM D 1298	876 kg/m^3 max.
9.	Carbon Residue on 10% bottoms	ASTM D 524 ASTM D 189	0.35 mass % max.
10.	Ash	ASTM D 482	0.01 mass % max.

11.	Sulfur	ASTM D 4294, ASTM D 1552, or ASTM D 2622	1.0 mass % max.
12.	Corrosion	ASTM D 130	3 max.
13.	Distillate Fuel (fuel shall contain no residual)	None	100%

C36 FUEL OIL, INTERMEDIATE, GRADES RMB-10 (IFO 60)/RME-25 (IFO 180)/RMG-35 (IFO 380) (DESC MAY 1997)

Product shall conform to ISO 8217:1996 or ASTM D 2069-91. Product conforming to ASTM D 2069-91 shall meet the following additional requirements:

REQUIREMENTS	**GRADE RMB-10 (IFO 60)**	**GRADE RME-25 (IFO-180)**	**GRADE RMG-35 (IFO 380)**	**GRADE TEST METHOD**
Density @15°C, kg/m^3, max	981.0	991.0	991.0	ISO 3675/12185
Aluminum plus silicon, mg/kg, max	80	80	80	ISO 10478
Total Sediment, potential, %(m/m), max	0.10	0.10	0.10	ISO 10307-2

Attachment 16 - WATER TAXI SPECIFICATIONS

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxi specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated NAVSUP Fleet Logistics Center Yokosuka or its sites' Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor, the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including COMPACFLT.

5. COMSEVENTHFLT Specifications:

5.1. Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the respective countries. Notwithstanding compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

5.1.1. Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

5.1.2. Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

5.1.3. The following information shall be conspicuously posted in both English and (the appropriate foreign language):

5.1.3.1. Current Operator's/Captain's license and boat names.

5.1.3.2. Passenger/weight capacity limit notice.

5.1.3.3. Location of life jackets and other life saving equipment.

5.1.3.4. Location of all exits indicated in large letters.

5.1.3.5. Emergency procedures

5.1.4. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

5.1.5. Operation of the boat shall be in a safe and seaworthy manner.

5.1.6. The consumption of alcoholic beverages shall not be permitted aboard the boat.

5.2. Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by the respective countries for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

5.3. Security: During the term of this contract the ship(s) to be serviced (insert ship name if purchase order) agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

5.4. Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

5.5. Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

5.5.1. Hull

5.5.1.1. Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures.

5.5.1.2. Superstructure, including masts and stacks.

5.5.1.3. Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.

5.5.1.4. Provisions for drainage of sea water from exposed decks over the side and not into the bilges.

5.5.1.5. Access/egress points- adequacy of number and location.

5.5.2. Machinery

5.5.2.1. 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.

5.5.2.2. Main propulsion and auxiliary machinery essential to operation of boat.

5.5.2.3. Sea and bulkhead closure valves.

5.5.2.4. Bilge auction strainers and dewatering systems-bilge pump to be tested by operation

5.5.2.5. Bilges free of flammable liquids

5.5.3. Electrical

5.5.3.1. Cables.

5.5.3.2. Navigation, deck, and emergency lights.

5.5.3.3. Rotating electrical machinery; e.g., generators and motors --Storage batteries

5.5.4. Lifesaving equipment

5.5.4.1. Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.

5.5.4.2. Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.

5.5.4.3. First aid kits, life rings and distress lights.

5.5.4.4. Distress signaling devices

5.5.5. Fire fighting equipment

5.5.5.1. Fire pump - test by subjecting fire hose(s) to fire pump pressure.

5.5.5.2. Portable fire extinguishers.

5.5.5.3. Fixed systems, e.g., C02 cylinders.

5.5.6. Steering apparatus

5.5.7. Miscellaneous systems and equipment

5.5.7.1. Harbor charts.

5.5.7.2. Ground tackle and mooring lines.

5.5.7.3. Whistle/fog horn, bell.

5.5.7.4. Lighted compass.

5.5.7.5. Radar.

5.5.7.6. 2-way radio capable of Bridge-to-Bridge communications.

5.5.7.7. Current license.

5.5.7.8. Operator qualifications.

5.6. Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement-is that contained in paragraph 4.7 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

5.7. Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

5.7.1. Safety of operations. Insure the following are present and in working condition:

5.7.1.1. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.

5.7.1.2. Fire extinguishers sufficient for the size of the vessel operated.

5.7.1.3. Radio (with battery backup) capable of Bridge-to-Bridge communications.

5.7.1.4. Anchor/chain sufficiency for the size of the vessel operated.

5.7.1.5. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

5.7.2. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:

5.7.2.1. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

5.7.2.2. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.

5.7.2.3. Ensure no bare or exposed electrical wires or connections are located in the passenger area.

5.7.2.4. Validate that sufficient unobstructed exits are present and marked in English.

5.7.2.5. Verify that no missile hazards, gear adrift, or trip hazards exist.

5.7.3. The following shall be conspicuously displayed, in English:

5.7.3.1. Passenger/weight capacity.

5.7.3.2. Location and number of life jackets.

5.7.3.3. Location of life saving equipment.

5.7.3.4. Locations of exits (if not obvious).

5.8. Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

5.9. If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

Attachment 17 - REQUEST FOR SANITARY INSPECTION

SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
NAVSUP Fleet Logistics Center Yokosuka, Site Singapore
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD, BLDG 7-2
SINGAPORE 759657

Dear Sir:

We are interested in supplying (e.g. specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

Attachment 18 - NATIONAL PRIMARY DRINKING WATER REGULATIONS (NPDWR) TREATED WATER QUALITY STANDARDS

1. Contaminant levels for inorganic chemicals (effective 1 January 1993)

CONTAMINANT	*MCLG (mg/L) [1]*	*MCL (mg/L)*	*AL (mg/L [2])*
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0		.015 [4]
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
TOTAL NITRATE AND NITRITE (AS N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE :	4	4	

(1). Maximum contaminant level goal (MCLG). The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are nonenforceable health goals.

(2) Action level (AL). Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90th percentile" level is greater than 0.015 mg/L).

2. Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 - DICHLOROETHANE	0	0.005
1,1 - DICHLOROETHYLENE	0.007	0.007
PARA - DICHLOROBENZENE	0.075	0.075
1,1,1 - TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.6
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 - DICHLOROPROPANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES (TOTAL)	10	10

3. Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) effective 01 January 1993))

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3- CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S (AS DECACHLORBIPHENYL)	0	0.0005
ALDICARB	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10[(1)]

[(1)]. The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

4. Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites that are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Reference (d) contains sampling requirements for the Navy public water system.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Autoanalysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the multiple-Tube Fermentation (MTF) Technique, and the membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use is included in reference (1).

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, except where the State waives this requirement on a case-by-case basis.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the State may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before, unless the MCL has been violated and the system has notified the State (in which case the State may reduce or eliminate the requirement to take the remaining samples).

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms. Or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements that apply when a sample is fecal coliform-positive.

5. Turbidity The MCL for turbidity applies to both community water systems and noncommunity water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at State option).

b. Five turbidity units (maximum) average for 2 consecutive days.

c. These requirements apply to filtered systems until 29 JUNE 1993. The requirements apply to unfiltered systems that the State has determined, in writing, must install filtration until 29 June 1993 or until filtration is installed whichever is later. After the above dates, consult the latest edition of 40 CFR 141.

6. The MCL for Radiological Contaminants are:

Gross alpha particle activity including radium 226 but excluding radon and uranium . . . . . .15 pCi/L
Combined radium-226 and radium 228 . . .. .5 pCi/L
Tritium . . . . . .20,000 pCi/L
Strontium-90. . . . . 8 pCi/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

7. Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

Attachment 19:Host Nation Port Fees Agreements SEVENTH Fleet AOR

General(all countries): United States military aircraft, warships, and auxiliaries (including USNS vessels, afloat pre-positioned force ships, and United States flagged, time-chartered vessels) will not pay taxes, tariffs, fees, or duties in foreign ports. In all cases, the U.S. will be liable to pay for specific services rendered at their request.

Additional country-specific language: Additionally, for the following countries, the described fees, dues, use charges will not be paid by the U.S.:

1. Australia

a. For the United States Armed Forces, use of **public services and facilities** owned, controlled or regulated by the Australian government or its instrumentalities, the terms of use, including charges, shall be no less favorable than those available to other users in like circumstances unless otherwise agreed.

b. The United States government will not pay for landing charges for the use of aircraft in any airport in Australia.

c. United States government will not pay toll charges, including light and harbor dues, for the use of port facilities owned, controlled or regulated by the Australian Government, nor shall such vessels be subject to charges, therefore, at these ports.

d. Chapeau Agreement – 1 Dec 1995 (Paragraph 5): In regard to the provision of logistics support, each Party shall provide, upon request and subject to availability, food, water, billeting, transportation, petroleum, oils, lubricants, clothing, communications services, medical services, ammunition, storage services, training services, repair and maintenance services, spare parts and components, access to and use of facilities, base operations support (including construction incident thereto), airfield and port services, as reflected in written arrangements between our national defense organizations. The furnishing of such support shall create a corresponding obligation to provide cash reimbursement, replacement in kind, or replacement of equal value, which shall be discharged, as may be set forth in a written arrangement. Payment, if required, for the provision of such logistics support, shall be calculated upon such terms as

are most favorable to the recipient under the national laws of the providing Party.

2. Brunei. The United States government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for vehicles, vessels and aircraft operated by or for the United States Armed Forces.

3. Diego Garcia. The United States government will not pay for the use of anchorage or airfields at Diego Garcia for aircraft and ships owned or operated by or on behalf of the Government of the United States (Collection of dues and charges for use of the anchorage and airfields at Diego Garcia which may be levied by the Commissioner shall be his responsibility).

4. Timor Leste. The United States government will not pay landing, navigation, overflight or parking charges, port and pilotage fees, or overland transit fees for vehicles, vessels, and aircraft owned or operated by or for the U.S. Armed Forces while in the Democratic Republic of Timor-Leste.

5. Japan. The United States government will not pay for tolls, fees or landing charges for vessels, vehicles, and aircraft operated by, for, or under the control of the United States for official purposes.

6. Republic of Korea. The United States government will not pay for tolls, fees or landing charges for vessels, vehicles, and aircraft operated by, for, or under the control of the United States for official purposes.

7. Malaysia. The United government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, while in Malaysia.

8. Micronesia and Marshall Islands. The United States government will not pay taxes, fees or other charges associated with the movement of United States Armed Forces aircraft, vessels and vehicles in the Marshall Islands and the Federated States of Micronesia, including access to and use by them of defense sites, ports, harbors and air-fields. However, the United States government will pay for specific services rendered at their request, including materials received at their request in connection with the use of ports, harbors and airfields in the Marshall Islands and the Federated States of Micronesia.

9. Mongolia. The United States government will not pay for navigation, landing, parking or overflight charges, or tolls or other use charges, while in Mongolia.

10. Palau. The United States government will not pay taxes, fees or other charges associated with the movement of United States Armed Forces aircraft, vessels and vehicles in Palau, including access to and use by them of defense sites, ports, harbors and airfields. However, the Armed Forces of the United States and United States contractors will pay for specific services rendered at their request, including materials received at their request in connection with the use of ports, harbors and airfields in Palau.

11. Papua New Guinea. The United States government will not pay for landing or port fees, navigation or overflight charges, including light and harbor duties, for vehicles, vessels and aircraft operated by or for the United States Armed Forces while in Papua New Guinea.

12. Republic of the Philippines. The United States government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for vehicles, vessels and aircraft operated by or for the United States Armed Forces while in the Philippines.

13. Russia. The United States government will not pay for landing fees, navigation charges, port charges, tolls and similar charges by the Russian Federation, or any subdivision thereof, for the access and movement of aircraft and vessels operated by or for the Government of the United States of America in connection with United States assistance programs in the Russian Federation.

14. Western Samoa. The United States government will not pay for landing or port fees, navigation or overflight charges, or tolls or other charges, including light and harbor dues for United States Armed Forces vessels, vehicles, and aircraft while in Western Samoa.

15. Singapore. The United States government will not pay for landing fees, port dues, customs inspection fees, navigation or overflight charges, or any other charges for United States Armed Forces vehicles, vessels, and aircraft by Singapore which do not

constitute fair and reasonable compensation for services requested and received.

16. Solomon Islands. The United States will not pay for landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues for United States Armed vehicles, vessels and aircraft while in Solomon Islands.

17. Tonga. The United States will not pay for landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for United States Armed Forces vehicles, vessels, and aircraft while in Tonga.

Attachment 20:Government Material Available for Use

Table 1 lists the type and location of Government Material available, at the time of contract award, for use in meeting requirements. The order of priority for use of this material is described in the Performance Work Statement paragraph 10.g. The Government provides no warranty that the Government Material listed in Table 1 will be available or usable throughout the period of performance of this contract. Use of this material is intended as a cost-saving measure for the Government where suitable material is available free of charge or at reduced prices to meet contract requirements. Material available from the Host Nation is annotated on the Attachment 2 pricing schedules where this information is available.

Table 1

Country	Port	Material Available	Comments
Japan	Fukuoka	fenders and brows	CFAS Sasebo
Japan	Kagoshima	fenders and brows	CFAS Sasebo
Japan	Miyazaki	fenders and brows	CFAS Sasebo
Japan	Nagasaki	fenders and brows	CFAS Sasebo
Japan	Oita	fenders and brows	CFAS Sasebo
Japan	Shimizu	fenders and brows	CFAY Yokosuka
Japan	Shimoda	fenders	CFAY Yokosuka
Japan	Shimonoseki	fenders and brows	CFAS Sasebo
Japan	Tokyo	fenders and brows	CFAY Yokosuka
Korea	All	2.5 x 3.5M fenders	see schedule comments
Korea	All	40',60',70' brows	see schedule comments
Korea	All	shore power cables	see schedule comments
Korea	Chinhae	fenders and brows	CFAC Chinhae
Singapore	Changi	20 ft brow platform	belong to NRCS
Singapore	Changi	40 ft brow	belong to NRCS
Singapore	Changi	50 ft brow	belong to NRCS
Singapore	Changi	60 ft brow	belong to NRCS
Singapore	Changi	fresh water coupler	belong to NRCS
Singapore	Changi	Potable water hoses	belong to NRCS
Singapore	Changi	Shore Power cables	belong to SUBGRU
Singapore	Changi	Shore Power cables	belong to NRCS
Singapore	Changi	Submarine flyaway kit	belong to SUBGRU
Singapore	Changi	Telephone pier adapters	belong to NRCS
Singapore	Changi	Expeditionary Security Barrier	to be used in lieu of line of demarcation

OTHER CLAUSES REGIONAL

52.237-7023 Continuation of Essential Contractor Services

(a) The Contracting officer has identified all or a portion of the contractor services provided under this contract as essential contractor services in support of mission essential functions. The contractor-provided services that have been determined to be essential contractor services in support of mission essential functions are listed in the Performance Work Statement LINE ITEM XX40 Operations Other Than War.

(b) The contractor shall have a plan after award of this contract or incorporation of this clause in a contract by modification, for continuing the performance of essential contractor services identified in (a) above during a crisis.

(1) The Contractor shall identify in the plan provisions made for the acquisition of necessary personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) The plan must, at a minimum, address-

(i) Challenges associated with maintaining contractor essential services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of necessary personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home; and

(iv) Any established alert and notification procedures for mobilizing identified “essential contractor service” personnel, and

(v) The approach for communicating expectations to the contractor employees regarding their roles and responsibilities during a crisis.

(c) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption. In the event the contractor anticipates not being able to perform due to any of the clauses enumerated in the excusable delay clause of this contract, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts and cooperate with the Government’s efforts to maintain the continuity of operations.

(d) The Government reserves the right in such crisis situations to use federal employees of other agencies or contract support from other contractors or to enter into new contracts for essential contractor services. Any new contracting efforts would be conducted in accordance with OFPP letter, “Emergency Acquisitions” May 2007 and FAR and DFARS Subparts 18 and 218 respectively or any other subsequent emergency guidance issued.

(e) This clause shall be included in subcontracts for the essential services.

OTHER CLAUSES

OC-1 Invoices and Payments

(a) Invoice Content

The Contractor shall submit to the ordering officer an invoice that lists all the costs incurred by the ship under the contract during the port visit. The contractor’s invoice shall list items priced under this contract and include subcontractor invoices for all other items not priced in the contract. All invoices submitted shall have all supporting

documentation (i.e. trash and CHT certificates, delivery tickets signed by ship's personnel, with a legible signature and printed name and rank, port tariff invoices, invoices for items not pre-priced in the contract, and any other documentation that the supplies/services have been delivered and accepted) and must be submitted in accordance with the paragraph below. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from or on-loaded to the ship. **All items listed on the invoices must be detailed as to quantity, contract unit of issue and unit price. Lump sum entries will not be accepted**.

The Contractor shall keep copies of all documentation submitted to the ship for each visit for all supplies and services rendered and quantities invoiced. The Contractor shall keep a copy of all such documentation in one place that will be indicated to the Contracting Officer at the time of contract award. NAVSUP Fleet Logistics Center Yokosuka and its sites' contracting personnel may examine these files at any time during the performance of this contract.

The invoices must be easily identifiable as original (i.e. original signature or stamped as ORIGINAL). If an electronic invoice is authorized, the Contractor must certify on the invoice that it is the first time that the invoice is submitted. If the original invoice has been lost, a copy of the invoice may be submitted. This invoice must be marked as "DUPLICATE COPY" and a signed and dated statement with a contractor's stamp must be made on the duplicate invoice confirming that payment has not been received.

Each invoice must include—

(1) Name and address of the Contractor;
(2) Invoice number and date issued;
(3) Contract number, Contract Line Item Number, Lot Line Item and , if applicable, the Order Number;
(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(5) If appropriate, the shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on a Government bill of lading;
(6) Terms of any prompt payment discount offered;
(7) Name and address of the official to whom payment is to be sent;
(8) Name, title, and phone number of the person to be notified in the event of a defective invoice;
(9) Supporting documentation (i.e. trash and CHT certificates, delivery tickets signed by the ship's personnel, with a legible signature and printed name and rank, and any other documentation that the supplies/services have been delivered and accepted);
(10) The invoice must be correct and complete and without handwritten figures.
(11) Electronic funds transfer (EFT) information.

The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g. FAR 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration), or applicable agency procedures.

EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

If an item is not included on the original invoice, a supplemental invoice shall be issued with the same number followed by alpha suffix (e.g. Invoice No. 0001/03-A). The same requirements for submittal of the original invoice apply to the supplemental invoice.

If an invoice for an item is not available prior to the ship's departure (e.g. cell phone charges, port tariff items, port dues, etc.), the item shall be listed on the invoice with the words "TO BE DETERMINED (TBD)".

Once the invoice has been received and the exact amount is known, the Contractor shall issue a supplemental invoice (with all supporting documentation attached) as "FINAL" for the final payment. TBD invoices shall not be paid until a 'FINAL' invoice is submitted.

It is the Contractor's responsibility to verify with port authorities and concessionaires that there are no pending charges prior to the ship's departure. This is to avoid any possible future invoices that may be submitted for unknown services to the U.S. Government.

When preparing an invoice the term "Miscellaneous" or any similar type description should be avoided. If this is not possible and the Contractor must use the term "Miscellaneous" when submitting an invoice, the Contractor shall provide a detailed list of items purchased and item prices on the invoice.

Invoices not in compliance with these instructions are not considered to be proper invoices and may be rejected.

(b) Invoice Submission

The invoice must be submitted to the listed activities in the following order:

(1) To the ship's Supply Officer or his designated representative one day prior to its sailing date. In the event the Contractor is unable to present any invoice to the ordering ship for payment prior to the departure of the ship, the Contractor shall submit invoices and attempt to obtain payment at the ship's next port of call before the ship leaves the Region.

(2) If unsuccessful, to the Administrative Contracting Officer. In the event the Contractor is unable to present any invoice to the ordering ship prior to its departure from the Region, the invoice must be promptly submitted to the ACO assigned at the time of contract award for each region for payment through DFAS Yokota. In no case should the invoice be submitted beyond 90 days after the ship's departure from the port. The Disbursing Officer will annotate the date the invoices are received for the purpose of calculating any interest due. An exception to the 90-day limit will be given only for charges made by the port authorities or concessionaires, or the host nation authorities, including military authorities. It is the Contractor's responsibility to verify that there are no pending charges and to obtain the invoices from these authorities no later than six months after the ship's departure.

(3) Alternatively, whenever a non-Navy ordering authority orders services under the contract, the Contractor shall submit invoices and all supporting documents to that ordering activity.

(c) Payment of Invoices

Payments under this contract will be made in accordance with the clause FAR 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003).

Payment will be made after delivery and acceptance of supplies or performance and acceptance of services.

"Acceptance" means the act of an authorized representative of the Government by which the Government, for itself or as an agent of another, assumes ownership of existing identified supplies tendered or approves specific services rendered as partial or complete performance of the contract (from FAR 46.101 Definitions).

Bill payment shall be disbursed through one of the following methods, check, purchase card, submission of invoices to a Defense Finance and Accounting Command (DFAS) via regular mail or electronically through Wide Area Work Flow (WAWF).

The Contractor shall present to the ordering officer or SUPPO all pricing that is firm and finalized one-day prior to the ship's sailing or the ordering activity departure. At that time, the Contractor shall relay any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for these functions shall be the ordering officer or the ordering officer's designated

representative. In addition, the Contractor shall present all documentation and invoices from other Contractors subject to provision of services under this contract.

The Contractor shall obtain a signed delivery order (DD 1155) to verify that the services were received and that charges presented in the port visit cost reporting program are correct for payment. This may be accomplished via email from the Ordering Officer or the SUPPO of the ship. The ordering officer shall pay for all supplies and services accepted during the period of performance by one of the aforementioned methods of payment.

In the absence of a delivery order, forward invoices and all documentation regarding inspection and acceptance of supplies and services by the ship's representative with appropriate accounting data to the Administrative Contracting Office.

(d) The Government will not make direct payments of VAT to the host nation nor will it withhold taxes, including VAT, from invoices for orders that are submitted to the husbanding services contractor by the Government. Payment of appropriate taxes required as part of conducting business in the specific country at which a port visit takes place are a responsibility of the husbanding services contractor. Offerors are further directed to FAR 52.229-6, Taxes-Foreign Fixed-Price Contracts (JUN 2003), which is included in the solicitation.

OC-2 Indemnity (Government Negligence Excepted)

The Contractor shall indemnify and hold the Government harmless in connection with any loss or liability from damage to or destruction of property (including Government furnished property) or from injuries to or death of persons (including the agents and employees of both parties) if such damage, destruction, injury, or death arises out of, or is caused by performance of work under this contract, unless such damage, destruction, injury, or death is caused solely by the negligence of the Government's employees, agents, or representatives. The Contractor agrees to include this clause, appropriately modified, in all subcontracts to be performed in the port areas covered under this contract in whole or in part.

OC-3 Activities Authorized to Place Orders (NAVSUP Fleet Logistics Center Yokosuka)

(a) Pursuant to the clause entitled "Ordering", the following activities are authorized to place orders:

(1) Authorized ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port
(2) Any NAVSUP Fleet Logistics Center Yokosuka (including sites/detachments) warranted Contracting Officer or their authorized ordering officers
(3) Authorized Military Sealift Command personnel
(4) Authorized U.S. Coast Guard ship Supply Officers

(b) Although these activities are responsible for issuing and administering any orders placed hereunder, no authority to modify any provision of this contract is granted. Any proposed deviation from contract terms must be submitted to the Contracting Officer.

(c) The Contractor shall coordinate and pass orders from the ordering activity, to include transmission via fax or email, to other contractors holding U.S. Government contracts for various supplies and services, as required. This coordination and passing orders includes all necessary actions to facilitate the acceptance of supplies or services ordered under Government contracts.

OC-4 Reserved

OC-5 Oral Orders (Indefinite Delivery Contracts)

(a) Oral orders may be placed provided the following conditions are met:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.
(2) The Contractor will furnish to the ordering officer with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date the order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.
(3) Invoices for supplies or services furnished to the ordering officer in response to oral orders will be accompanied with a document verifying receipt.
(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the contractor.

(b) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

OC-6 Cancellation of Orders

(a) Unless otherwise provided herein, in the event an order or portion of an order is cancelled prior to the number of days specified for the 'Port Minimum Order lead Time' for each lot in the Attachment 2 schedules, the U.S. Government will not be liable for any charges. For any order, or portion of an order, not cancelled prior to the number of days specified for the 'Port Minimum Order lead Time' for each lot in the Attachment 2 schedules, the Ordering activity shall be responsible for any termination costs in accordance with paragraph (h) entitled "Termination for the Government's Convenience" of the clause entitled "Contract Terms and Conditions – Commercial Items". Any disagreements shall be subject to the Disputes clause of the contract.

(b) The Contractor shall take all necessary steps to mitigate any damages or termination costs.

OC-7 Issuance of Orders

(a) Orders may be issued and confirmed orally, or by telephone, or by facsimile, or by electronic mail, or by a Logistics Requirements (LOGREQ) message or by any other means available.

(b) The LOGREQ message is not an order for non-priced items until priced by the contractor and confirmed by an authorized ordering officer. For non-priced items with extended cost less than $25,000, either the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. For non-priced items with an extended cost greater than $25,000, only the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. When the contractor submits its invoice for payment, the contractor shall provide evidence that the portion of the LOGREQ ordering non-priced items was confirmed by the Ordering Officer or Contracting Officer as appropriate.

(c) The Order may be passed to the contractor by any method identified in paragraph (a) above by a United States Defense Attache' Office, United States Embassy or Consulate, United States Navy Liaison Officer, a United States Navy Logistics Support Office, or by an Ordering Officer.

OC-8 Workers' Compensation Insurance (Defense Base Act) (Apr 1984)

The Contractor shall:

(a) Provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, *et seq.*) requires; and

(b) Continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

OC-9 Possible Use of Government Property

In the event that the Contractor is required to use Government property or equipment, the Contractor shall be responsible for all loss or damage to, or the destruction of, Government property or equipment in its possession. The Contractor shall not be responsible for damage due solely to normal wear and tear.

OC-10 Host Country Agreements

The HS Contractor shall not be reimbursed, paid, or otherwise compensated for any port use charges, fees, dues or similar costs at ports at which existing host country agreements exempt vessels of the United States from such charges, fees, or dues. This restriction applies regardless of whether requirements that involve such port use charges, fees, or dues, such as requirements for dockage and wharfage space or fleet landing space, are ordered under a specific contract line item or through the contract's provisions for ordering otherwise unspecified supplies and services. See additional information at Attachment (19).

Notwithstanding the paragraph above, the contracting officer or an authorized government official may direct the Husbanding Service Contractor to request that the appropriate local authority provide items from which an agreement exempts payment by vessels of the United States such as Dockage and Wharfage space or Fleet Landing space at a port for the U.S. Government's use at no cost to the U.S. Government. If the Husbanding Service Contractor receives a response that the requested Dockage and Wharfage space or Fleet Landing space is available for use by the U.S. Government at no cost to the U.S. Government, the Husbanding Service Contractor shall reserve or otherwise arrange for use of the space and notify the contracting officer or authorized government official that directed the Husbanding Service Contractor to submit the request. If the Husbanding Service Contractor receives a negative response from the cognizant authority, thereby indicating that there is a cost or expense associated with use of the space by the U.S. Government, the Husbanding Service Contractor shall notify the contracting officer or authorized government official that directed the Husbanding Service Contractor to submit the request. The Husbanding Service Contractor shall perform and be compensated for the tasks included in this paragraph as part of its responsibilities under the Management Services LINE ITEM.

OC-11 Ordering

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award to the final day of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) Items marked as 'TBD' or 'PT' are items whose price cannot be determined in advance and/or depend on the level of usage. Prices for these items cannot, therefore, be pre-priced. PT items will be reimbursed at cost to the husbanding service provider without additional markup. Pricing for all items not pre-priced, other than PT items, shall be arranged using the Online Pricing Application terms described in Attachment 8.

(d) The contractor shall perform all orders that are issued prior to the number of days specified for the 'Port Minimum Order lead Time' for the corresponding lot in the Attachment 2 schedules before the start of the port visit. If orders are issued that provide less than the number of days specified for the 'Port Minimum Order Lead Time' for the corresponding lot in the Attachment 2 schedules before the start of the port visit, the contractor shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: N4034509RCSG0006

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-11-D-0016	23-Jun-2011		N62649-09-R-0041	03-Nov-2009

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)*

8. OFFER DUE DATE/LOCAL TIME: 10:00 AM 22 Feb 2011

9. ISSUED BY CODE N62649

US FLEET AND INDUSTRIAL SUPPLY CENTER
(CODE 200)
CONTRACTING DEPARTMENT
PSC 473 BOX 11
FPO AP 96349-0011

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: NAICS:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE N40345
(N40345) FISC DET SINGAPORE
CONTRACTING DEPARTMENT (CODE 250)
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

17a. CONTRACTOR/ OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE. LTD.
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163 FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$24,743,905.45 EST

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE Solicitation N62649-09-R-0041
- [X] OFFER DATED 15-Feb-2011 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(6), (b)(7)(C)

31c. DATE SIGNED: 22-Jun-2011

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*: (b)(6), (b)(7)(C) CONTRACTING OFFICER

TEL: (b)(6), (b)(7)(C)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

PERFORMANCE WORK STATEMENT

Note 1: U.S. FISC YOKOSUKA, DETACHMENT SINGAPORE - The official command name for U.S. Fleet and Industrial Supply Center (FISC) Yokosuka, Detachment Singapore is changing July 1. As of July 1, 2011, the ommand's official new name will be: NAVSUP Fleet Logistics Center Yokosuka, Site Singapore. The official command name for U.S. Fleet and Industrial Supply Center (FISC) Yokosuka will be: NAVSUP Fleet Logistics Center Yokosuka. Accordingly, all references throughout the contract have been updated to reflect this name change.

Note 2: This contract is limited to Region 2 (Southeast Asia), Lots 16-46.

SCHEDULE OF SUPPLIES/SERVICES AND PRICES

A. GENERAL

This contract is for performance of maritime husbanding support for U.S Navy ships visiting ports and operating in Region 2 of the Western Pacific and Indian Ocean. Additionally, the husbanding contractor may be called upon to provide services in support of Operations Other Than War (OOTW) within a Region's territorial boundaries. The Regions, countries and major ports included in each region are as follows:

Region 1 – South Asia (7 countries, 4 major ports)	
Bangladesh	Maldives • Male
Bhutan	Nepal (OOTW)
Burma	Sri Lanka
India • Chennai • Goa • Mumbai	
Region 2 – Southeast Asia (12 countries, 19 major ports)	
Brunei • Muara	Philippines • Manila • Puerto Princesa • Subic Bay
Cambodia • Sihanoukville	Malaysia • Kemaman • Kota Kinabalu • Penang • Sepangar
China • Hong Kong	Singapore • Changi • Sembawang
Indonesia • Bitung • Jakarta • Surabaya	Taiwan
Laos (OOTW)	Thailand • Laem Chabang • Phuket

	• Sattahip
Palau	Vietnam • Da Nang
Region 3 – Australia and the Pacific Islands (17 countries, 8 major ports)	
Antarctica	New Caledonia • Noumea
Australia • Brisbane • Darwin • Fremantle • Sydney	New Zealand
East Timor • Dili	Papua New Guinea
Fiji	Solomon Islands • Honiara
French Polynesia	Tonga • Nuku Alofa
Kiribati	Tuvalu
Marshall Islands	Vanuatu
Micronesia	Western Samoa
Nauru	
Region 4 – East Asia (4 countries, 12 major ports)	
Japan • Fukuoka • Kagoshima • Maizuru • Nagasaki • Osaka • Shimoda • Tokyo	South Korea • Chinhae • Pohang • Busan • Donghae
Mongolia (OOTW)	Russia • Vladivostok

Region Item and Price Structure

Major ports are indicated by name of port (e.g., Goa, Vladivostok, Sydney, etc.). A fully priced proposal must be received for ALL line items in a Region for it to be considered acceptable. For OOTW, a proposal only for Management Fees is required.

The contract is sub-divided into Lots. Targeted lots are identified in bold print below and by highlighted tabs in Attachment 2, Pricing Schedule. Lots may be for individual ports or they may include several ports under one Lot. For this contract, the following Lots apply:

Region 1 – Lots 01 – 15 (7 countries, 4 major ports)

Lot 01 – Bangladesh, All Ports, Husbanding Services and OOTW
Lot 02 – Burma (Myanmar), All Ports, Husbanding Services and OOTW
Lot 03 – India, Chennai, Husbanding Services and OOTW (*)
Lot 04 – India, Goa, Husbanding Services and OOTW (*)
Lot 05 – India, Mumbai, Husbanding Services and OOTW (*)
Lot 06 – India, All Other Ports, Husbanding Services and OOTW
Lot 07 – Maldives, Male, Husbanding Services and OOTW (*)
Lot 08 – Maldives, All Other Ports, Husbanding Services and OOTW
Lot 09 – Sri Lanka, All Ports, Husbanding Services and OOTW

Lot 10 – Nepal, OOTW
Lot 11 – Bhutan, OOTW
Lot 12 – 15, Reserved

Region 2 – Lots 16 – 51 (12 countries, 19 major ports)

Lot 16 – Brunei, Muara, Husbanding Services and OOTW (*)
Lot 17 – Brunei, All Other Ports, Husbanding Services and OOTW
Lot 18 – Cambodia, Sihanoukville, Husbanding Services and OOTW (*)
Lot 19 – Cambodia, All Other Ports, Husbanding Services and OOTW
Lot 20 – China, Hong Kong, Husbanding Services and OOTW (*)
Lot 21 – Indonesia, Bitung, Husbanding Services and OOTW (*)
Lot 22 – Indonesia, Jakarta, Husbanding Services and OOTW (*)
Lot 23 – Indonesia, Surabaya, Husbanding Services and OOTW (*)
Lot 24 – Indonesia, All Other Ports, Husbanding Services and OOTW
Lot 25 – Palau, All Ports, Husbanding Services and OOTW
Lot 26 – Philippines, Manila, Husbanding Services and OOTW (*)
Lot 27 – Philippines, Puerto Princesa, Husbanding Services and OOTW (*)

Lot 28 – Philippines, Subic Bay, Husbanding Services and OOTW (*)
Lot 29 – Philippines, All Other Ports, Husbanding Services and OOTW (*)
Lot 30 – Malaysia, Kemaman, Husbanding Services and OOTW (*)
Lot 31 – Malaysia, Kota Kinabalu, Husbanding Services and OOTW (*)
Lot 32 – Malaysia, Penang, Husbanding Services and OOTW (*)
Lot 33 – Reserved
Lot 34 – Malaysia, Sepangar, Husbanding Services and OOTW (*)
Lot 35 – Malaysia, All Other Ports, Husbanding Services and OOTW
Lot 36 – Singapore, Changi, Husbanding Services and OOTW (*)
Lot 37 – Singapore, Sembawang, Husbanding Services and OOTW (*)
Lot 38 – Taiwan, All Ports, Husbanding Services and OOTW
Lot 39 – Thailand, Laem Chabang, Husbanding Services and OOTW (*)
Lot 40 – Thailand, Phuket, Husbanding Services and OOTW (*)
Lot 41 – Thailand, Sattaship, Husbanding Services and OOTW (*)
Lot 42 – Thailand, All Other Ports, Husbanding Services and OOTW
Lot 43 – Vietnam, Da Nang, Husbanding Services and OOTW (*)
Lot 44 – Vietnam, All Other Ports, Husbanding Services and OOTW
Lot 45 – Laos, OOTW
Lot 46 – China, OOTW
Lots 47 – 51, Reserved

Region 3 – Lots 52 – 81 (17 countries, 8 major ports)

Lot 52 – Australia, Brisbane, Husbanding Services and OOTW (*)
Lot 53 – Australia, Darwin, Husbanding Services and OOTW (*)
Lot 54 – Australia, Fremantle, Husbanding Services and OOTW (*)
Lot 55 – Australia, Sydney, Husbanding Services and OOTW (*)
Lot 56 – Australia, All Other Ports, Husbanding Services and OOTW
Lot 57 – East Timor, All Ports, Husbanding Services and OOTW (*)
Lot 58 – Reserved
Lot 59 – Fiji, All Ports, Husbanding Services and OOTW
Lot 60 – French Polynesia, All Ports, Husbanding Services and OOTW
Lot 61 – Kiribati, All Ports, Husbanding Services and OOTW
Lot 62 – Marshall Islands, All Ports, Husbanding Services and OOTW
Lot 63 – Micronesia, All Ports, Husbanding Services and OOTW

Lot 64 – Nauru, All Ports, Husbanding Services and OOTW
Lot 65 – New Caledonia, Noumea, Husbanding Services and OOTW (*)
Lot 66 – New Caledonia, All Other Ports, Husbanding Services and OOTW
Lot 67 – New Zealand, All Ports, Husbanding Services and OOTW
Lot 68 – Papua New Guinea, All Ports, Husbanding Services and OOTW
Lot 69 – Solomon Islands, Honiara, Husbanding Services and OOTW (*)
Lot 70 – Solomon Islands, All Other Ports, Husbanding Services and OOTW
Lot 71 – Tonga, Nuku Alofa, Husbanding Services and OOTW (*)
Lot 72 – Tonga, All Other Ports, Husbanding Services and OOTW
Lot 73 – Tuvalu, All Ports, Husbanding Services and OOTW
Lot 74 – Vanuatu, All Ports, Husbanding Services and OOTW
Lot 75 – Western Samoa, All Ports, Husbanding Services and OOTW
Lot 76 – Antarctica, OOTW
Lots 77 – 81, Reserved

Region 4, Lots 82 - 99 (4 countries, 12 major ports)

Lot 82 – Japan, Fukuoka, Husbanding Services and OOTW (*)
Lot 83 – Japan, Kagoshima, Husbanding Services and OOTW (*)
Lot 84 – Japan, Maizuru, Husbanding Services and OOTW (*)
Lot 85 – Japan, Nagasaki, Husbanding Services and OOTW (*)
Lot 86 – Japan, Osaka, Husbanding Services and OOTW (*)
Lot 87 – Japan, Shimoda, Husbanding Services and OOTW (*)
Lot 88 – Japan, Tokyo, Husbanding Services and OOTW (*)
Lot 89 – Japan, All Other Ports, Husbanding Services and OOTW (*)
Lot 90 – South Korea, Busan, Husbanding Services and OOTW (*)
Lot 91 – South Korea, Chinhae, Husbanding Services and OOTW (*)
Lot 92 – South Korea, Donghae, Husbanding Services and OOTW (*)
Lot 93 – South Korea, Pohang, Husbanding Services and OOTW (*)
Lot 94 – South Korea, All Other Ports, Husbanding Services and OOTW
Lot 95 – Russia, Vladivostok, Husbanding Services and OOTW (*)
Lot 96 – Russia, All Other Ports, Husbanding Services and OOTW
Lot 97 – Mongolia, OOTW
Lots 98 – 99, Reserved

Line Items used in the Performance Work Statements and in the Pricing sheets for all Regions are outlined as follows:

XX01	First Day of Husbanding Services (Anchorage and Pierside)
XX02	Subsequent Day Husbanding Services (Anchorage and Pierside)
XX03	Trash Removal
XX04	CHT
XX05	Yokohama Fenders
XX06	Potable Water
XX07	Pilots
XX08	Tugs
XX09	Linehandlers
XX10	Water Ferry/Taxi Services
XX11	Transportation Services (Bus Service and Vehicle Rental Service)

XX12	Force Protection Services and Supplies
XX13	Camels, Breasting, and Fendering Barges
XX14	Landing Barges
XX15	Fleet Landing
XX16	Reserved
XX17	Oily Waste Removal
XX18	Unique Port Services
XX19	Oil Booms
XX20	Material Handling
XX21	Tent with Equipment for Special Events (Includes Tables, Chairs, Lighting and Fans)
XX22	Shore Power (Includes Cables, Connection, Fuel, and Operators) 450 – 480V, 60HZ
XX23	Manlift (With Operator)
XX24	Brows
XX25	Bottled Water
XX26	Mobile Crane Services
XX27	Forklift Services
XX28	Telephone Services and Communications Equipment
XX29	Reserved
XX30	Reserved
XX31	Port Dues
XX32	Cost Reporting
XX33 – XX39	RESERVED
XX40	OOTW Fees
XX41	Provisions
XX42	Fuel
XX43	Incidentals

B. PRICING

Except for Port Tariffs, unit prices for all contract items described below shall be inclusive of all necessary equipment, licensed operators, all liability insurance as required by local law, holiday and overtime costs, customs clearances, and fuel and operating expenses.

1) Fixed Prices are required in the Pricing Schedule except where Port Tariff (PT) prices, To Be Determined (TBD) prices, or Not Separately Priced (NSP) have been identified. Services with an estimated quantity of 'No Estimate' are required to be priced in the Attachment 2 schedules and shall be treated as pre-priced items. Pricing for all services other than pre-priced items, PT items, and NSP items shall be arranged using the online pricing application procedures described in Attachment 8. Unless otherwise provided, these Fixed Prices shall also include performance at night, overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, other inclement weather, or service to tankers and ships carrying explosives. These requirements do not include performance during cyclones or typhoons except where

ships are required to depart in advance of cyclones or typhoons as part of a typhoon or cyclone evasion plan. They also include all operating expenses including tugs, barges, trucks, personnel, and customs clearances and any other charges unless specifically exempted by the Government.

2) Port Tariffs will apply to those services which are based on Port Tariff rates established and controlled by Port Authorities. English translated copies of the Port Tariffs must be submitted to the Supply Officer of the ship entering a specific Port and to the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore email address specified at the time of contract award for each region.

3) Fees for Husbanding Services cover regular and overtime labor of contractor personnel supporting the ships plus indirect expenses, including all management, overhead and office expenses. The husbanding fees also include costs for arranging supplies and services described herein, costs associated with attendance at periodic meetings and pre-deployment briefings. The husbanding fees represent total compensation for the contractor except for supplies and services with Fixed Prices.

4) OOTW Fees will constitute an all inclusive fixed fee based on a daily fee (per contractor person providing support) for "husbanding" the OOTW effort/logistics support.

5) Purchase Card Surcharge. The U.S. Government reserves the right to make payment by purchase card. All purchase card surcharges will be identified as a separate entry on each invoice. The Government will reimburse administrative surcharges for the lesser of actual fees or 5% for non-priced items only. Applicable purchase card surcharges shall be included in the quoted prices for pre-priced items.

6) If items are made available free of charge or at less than the quoted price by the Government, host nation, or port authority, only mobilization/demobilization charges, not to exceed the quoted unit price, may be charged. If, for any reason, an item that would otherwise be provided by the Host Nation, Government, or port authority is not available, that item shall be provided by the HSP at the unit price quoted in Attachment 2.

C. PRICING SPREADSHEETS

Pricing spreadsheets are provided by Region as an attachment to this solicitation. The Lots marked in bold print in paragraph A above will be used for price evaluation purposes.

Important Notes

1) Pricing for supplies and services for all countries will be expressed in U.S. dollars and shall be billed in the units of the respective LINE ITEMs.

2) Definitions for the "Unit" abbreviations are as follows:

CM = Cubic Meter
DY = Day (refers to a 24-hour period beginning at start of service unless stated otherwise)
EA = Each
GL = Gallon
HR = Hour
JB = Job
LOT (LT) = A lot (LT) is a deliverable item or group of items with a separate and distinct unit price.
MT = Metric Ton
NSP = Not Separately Priced
PK = Package

PT = Port Tariff
TBD = To Be Determined

3) The Line Item Numbers consist of four numeric digits. XX replacement of any numeric digits make the descriptor generic and applicable to all LINE ITEMs in that series.

4) For pricing sheets identifying "All Other Ports" (AOP) or "All Ports" (AP), prices will be required, if not identified otherwise. Each price shall be a single, per-unit price for the specified supply or service that will apply to any of the ports included in the lot.

5) Historical port visit data for FY07, FY08, and FY09 (partial) has been provided as Attachment (3).

D. Definitions

Barge = Flat-bottomed displacement ships used for carrying or storing cargo, for separation between vessels and other structures, or as a work platform. Barges may or may not be self-propelled.

DESCRIPTION OF CONTRACTUAL SCOPE

This contract is for the provision of maritime husbanding support. It is not for husbanding agency. The holder of this contract is a U.S. Navy contractor. The holder of this contract is not an agent of the U.S. Navy and does not have the authority to bind the U.S. Navy.

Maritime Husbanding Support is defined as: Providing supplies and services as defined in the Performance Work Statement of the contract in support of Naval forces within a port area.

i. This support is provided by a Husbanding Services provider from a standard list of services under contract.
ii. For "Exceptions" items not supported by existing supply chains: e.g. fuel, subsistence, etc.
iii. Includes "Non-Priced" incidentals that cannot be identified in advance, but are in the scope of the contract.

1. The contract is for performance of Maritime Husbanding Support services at any berthing or anchoring location specified in the Attachment 2 schedules except ports in China outside Hong Kong. Ordering officers of the United States Coast Guard (USCG) ships, United States Navy (USN) ships, Military Sealift Command (MSC) ships, U.S. Army vessels/ships operating in the Western Pacific and Indian Ocean are authorized to use this contract. The contract may also be used to support other U.S. Government organizations (e.g., National Oceanic and Atmospheric Administration (NOAA)) that may require maritime husbanding support services.

For purposes of this paragraph, a U.S. Navy ship is any naval vessel, craft, ship, or service craft included within the scope of subparagraphs 2 and 4 of Article 0406, United States Navy Regulations, 1990. Ship size classifications that are used in the price schedules are listed as an attachment.

2. Husbanding services requirements that may be received by NAVSUP Fleet Logistics Center Yokosuka, Site Singapore from the other activities identified in paragraph 1 above are within the scope of this contract.

3. This is a Firm-Fixed-Price Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract for husbanding logistics services, services in support of Operations Other Than War (OOTW), and maritime husbanding support to Government teams visiting ports in connection with a ship visit. These service requirements are and defined in the Performance Work Statements (PWS). The "minimum" and "maximum" to be established per FAR Clause 52.216-22 are as follows:

Region	Minimum Quantity ($)	Maximum Quantity ($ Base and all option years)
Region 1, South Asia	$100,000	Sum of CLINs 0002, 1001, 2001, 3001, and 4001
Region 2, Southeast Asia	$100,000	Sum of CLINs 0003, 1002, 2002, 3002, and 4002
Region 3, Australia/Pacific Islands	$100,000	Sum of CLINs 0004, 1003, 2003, 3003, and 4003
Region 4, East Asia	$100,000	Sum of CLINs 0005, 1004, 2004, 3004, and 4004

The minimum contract dollar quantities per contract are for each contract as a whole and there are not separate additional contract dollar quantities for the option periods and/or individual LINE ITEMs.

4. The HS Contractor agrees to furnish the services or supplies at the fixed price listed in the schedules.

5. This contract is for a period of twelve (12) months, effective 30 days after award of the contract, with four (4) one-year options. The contract also includes the clause entitled FAR 52.217-9 Option to extend the Term of the Contract. If all options are exercised under FAR 52.217-9, the duration of this contract is 66 months.

6. The contract will not start for the following countries until the option expires under existing contracts:

Contract becomes effective on 1 Jun 2011 for South Korea.

7. In the event of contingencies in the open ocean such as submarine rescue, the Contracting Officer may issue an order to the contractor that is awarded the husbanding logistics contract in the nearest country in which there is capability to satisfy the requirement.

8. The contract will include the clause entitled FAR 52.237-7023 (Class deviation 2009-00010) Continuation of Essential Contractor Services. Contractors providing services designated as essential contractor services by a DoD component are expected to use their best efforts to continue providing such services, in accordance with the terms and conditions of their contracts even during periods of crisis.

9. For lots identified as “All other Ports” or “All Ports”, the geographic scope of the lot, for Purposes of Lot Line Item XX40, OOTW is the entire country listed in the lot. The geographic scope of the lot, for all Lot Line Items other than XX40, is the port locations listed in each lot of the Attachment 2 schedules.

10. Incidentals within the scope of this contract may be classified within one of the following categories:
- Charter and Hire
- Utilities
- Anti-terrorism Force Protection
- Communications
- Transportation
- Lodging
- Port Handling Services
- Other Port Services (Reception Supplies and Services)
- Administrative Supplies

Performance Work Statement (PWS) for Husbanding Services

A. GENERAL OVERVIEW

1. OBJECTIVE

The primary objective of this contract is to obtain Maritime Husbanding Support for U.S. Navy ships and other Government teams supporting ship visits at the locations specified in the Attachment 2 schedules. In addition, the contract may be used to support Operations Other Than War (OOTW) in a respective Region.

2. SCOPE

a. The general scope of this contract and its general conditions are described above. This section provides the detailed Performance Work Statement (PWS) descriptions for applicable Line Items.

b. General Requirements

i. The HS Contractor shall provide timely delivery of quality goods and services at fair and reasonable prices to ships making port visits;

ii. The HS Contractor shall provide timely delivery of supplies and services conforming to this PWS.

iii. The HS Contractor shall assure that supplies and services arranged on behalf of the ship's Supply Officer (SUPPO) or authorized ordering officer conform to the general requirements of the contract and shall assist the SUPPO or authorized ordering officer with resolving any problems in meeting the requirements.

iv. The HS Contractor shall identify representatives to act as the principal points of contact between the HS Contractor and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore representatives concerning price and performance issues throughout the Region. These individuals shall facilitate communications among ships, Defense Attaché Offices (DAO), Port Services Officers and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore.

v. The HS Contractor shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the U.S. Government.

vi. The HS Contractor shall ensure that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

vii. The HS Contractor shall ensure that subcontractors comply with these requirements.

3. PRICING

a. Except for Port Tariffs, To Be Determined (TBD), and Not Separately Priced (NSP) items, unit prices for all contract items described below shall be inclusive of all other costs including, but not limited to, all necessary equipment, licensed operators, liability insurance as required by local law, holiday and overtime costs, customs clearances, fuel and operating expenses. In those cases where prices are by Ship Class, Attachment # 1 applies. All contract prices are in U.S. Dollars (US$). All taxes and surcharges are included in the unit cost.

b. Fixed prices are required in the pricing schedule except for Port Tariffs, TBD items, or Not Separately Priced (NSP) items. Unless otherwise provided, these prices shall also include performance at night, in overtime,

Saturdays, Sundays, and Holidays; and services performed under heavy rain, or service to tankers and ships carrying explosives. They also include all operating expenses including, but not limited to, tugs, barges, trucks, personnel, and customs clearances.

c. The pricing for all services requiring the use of transportation type conveyances (i.e., trucks, barges for LINE ITEMs for trash removal, CHT removal, potable water, landing barges, oily waste removal, etc) shall include the use of the equipment as required to complete the service in the statement of work without any additional charges for detention or demurrage.

d. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate LINE ITEM in the Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

e. All pre-positioning or pre-staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

f. Repositioning is defined as: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions. Where a ship is at anchorage and the Ordering Activity requests repositioning of equipment, the HS Contractor shall be entitled to additional fees for repositioning to be determined by use of:

   a. Priced sub lot line items, or

   b. Prior agreement of the Ordering Officer in cases where the total repositioning costs do not exceed $25,000

   c. Prior agreement of the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer in cases where the total repositioning costs exceed $25,000.

   In the case of (c) above, the repositioning cost shall be reported and confirmed using the online pricing application procedures described in Attachment 8.

g. When the HS Contractor obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list (e.g. port tariff), then the HS Contractor shall be reimbursed for the published price of the item. The HS Contractor shall not be paid an amount in addition to the published price of the item. A copy of the published price list (e.g. port tariff) shall be provided to the Supply Officer at the time of initial boarding and to the FISC Yokosuka email address specified at the time of contract award for each region with the pre-arrival cost estimate.

h. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and/or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged. For the purposes of this contract, one (1) day is equal to 24 hours and begins with the performance of service. For example, service from 1800 until 1800 the next calendar day is equal to one (1) day of service. In cases where the billing unit is ‘day’ and a full day of service is not used by the Ordering Activity, the HS Contractor shall be entitled to bill for one day of service. For example, if a sub lot line item with a billing unit of day were ordered and used for 30 hours, the HS Contractor would be entitled to bill for two days of service. In cases where the ship does not arrive at the time specified in the ordering LOGREQ and services are made available based upon the time requested in the ordering LOGREQ, billing for services may commence at the time requested by the Government unless notice of cancellation is provided by the Ordering Activity or the organization authorized to pass this information on behalf of the Ordering Activity.

i. Demurrage charges shall only be charged if the HS Contractor’s service is unduly delayed due to the fault of the U.S. Government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start

pumping, but, due to the fault of the government, was not attended to until 1500 hrs when pumping begins. The HS Contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs).

j. Port Tariffs will apply to those services that are based on the Port Tariff rates established and controlled by the Port Authorities. The abbreviation "PT" in the pricing schedule identifies the port tariff items that the HS Contractor is not required to price.

k. Fees for husbanding services cover regular and overtime labor of HS Contractor personnel supporting the ships plus all indirect expenses, including all management, overhead and office expenses. The husbanding fees also include costs for arranging supplies and services described herein, costs associated with attendance at periodic meetings with the exception of travel expenses described in this paragraph. The husbanding fees represent total compensation for the HS Contractor except for supplies and services with fixed prices or incidentals. Travel expenses incurred by the HS Contractor in support of a LRT or advance ship detachment will be reimbursed based upon actual receipts and in accordance with the JTR guidelines. Travel expenses will be reimbursed upon presentation of documentation to the ordering activity. Any air transportation will be reimbursed at the economy class fare.

l. OOTW will constitute a fixed fee based on a daily rate (per HS Contractor person providing support) for "husbanding" the OOTW effort/logistical support.

m. The U.S. Government reserves the right to make payment by purchase card.

n. The services at anchorage shall be provided at all anchorage points assigned by the local port authority.

o. As part of the husbanding service provider's proposal, a purchasing process and system for pricing items along with an Online Pricing Application(see Attachment 8 for the PWS for the Online Pricing Application requirements) was proposed and accepted by the Government which included sufficient safeguards so that the Contracting Officer or Authorized Government Representative may determine the prices as fair and reasonable. Pricing of supplies and services for items not pre-priced within a lot line item (e.g., incidentals, OOTW supplies or services, fuel, and provisions) shall be in accordance with the husbanding service contractor's proposed purchasing/pricing process (implemented by the online pricing application) that was accepted by the Government upon contract award.

p. The HS Contractor will be fully compensated for all services including pre-priced, port tariff, TBD, fuel, provisions, and incidentals. Port tariff items will be reimbursed at actual cost. Provisions (XX41) and fuel (XX42) shall also be invoiced and reimbursed at actual cost. Any HS Contractor fee for acquiring and arranging for these items shall be included in the corresponding Line Items XX41AA (for provisions) and XX42AA (for fuel).

q. Several Lot Line Item services are based on volume (e.g. trash removal, CHT, potable water, and oily waste removal). Volume-based services shall be priced at the same unit price specified in the Attachment 2 schedules, regardless of the class of vessel requiring the services. For example, a class V vessel requiring 1000 CM of CHT removal would be charged the same unit price as a class II vessel requiring 100 CM of CHT removal.

4. QUALITY

a. The HS Contractor shall provide the timely delivery of goods and services at fair and reasonable prices to ships making port visits, provide continuous oversight of costs and performance throughout the area covered by this contract, and make meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. The HS Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning price performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Operations Officers, and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore. The contract will not specify how the HS

Contractor is to perform, but measurable performance standards are established in the Quality Assurance Surveillance Plan (QASP) to monitor contract performance during each ship's visit.

b. The quality of all services or supplies provided shall conform at least to commercial standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

c. The performance standards are explained in the Quality Assurance Surveillance Plan (QASP), Attachment 10. The performance standards are:

i. Timely submission of pre-arrival cost estimates (described para.5 (a) below) NLT 48 hours after receipt of the ordering logisitics requirement (LOGREQ) message. In the event that the LOGREQ is received after 48 hours prior to the ship's arrival, the pre-arrival cost estimate shall be provided as soon as practicable, but in no case later than 48 hours after receipt of the ordering LOGREQ;

ii. Timely submission of Logistics Support Services Repository (LogSSR) cost report within seven (7) calendar days from the completion of the ship's visit;

iii. Accuracy of the actual (final) LogSSR report and pre-arrival cost estimate;

iv. Ship's satisfaction with the contractor's services during the port visit as identified in the ship's port visit cost report; and

v. Adherence to the pricing process proposed and accepted by the Government for non-priced items and timely submission of all information and documentation within the Online Pricing Application.

vi. HS Contractor Suggestions for cost savings and/or cost avoidance.

d. The percentile goals are fixed for each factor within the QASP. The failure of the HS Contractor to meet the percentile goal for any factor will be investigated and evaluated by the Contracting Officer. The HS Contractor will be given the opportunity to refute an adverse assessment prior to finalizing the metric for a quarter.

5. LOGISTICS RESPONSE TEAM

In the event that a Logistics Response Team for a ship arrives in port prior to the ship's arrival, the HS Contractor will assist the logistics response team by providing logistical support and coordinating all requirements.

When the HS Contractor provides support for a Logistics Response Team so that it can perform its mission, the HS Contractor is entitled to bill at the "Subsequent Days" daily rate for husbanding services for each day of support provided "in person" to the logistics response team.

a. Pre-arrival Cost Estimate - The HS Contractor shall furnish to each ship and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore email address specified at the time of contract award for each region, a pre-arrival cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the Attachment 2 spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-priced items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff." This estimate shall be provided to the ship and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore email address specified at the time of contract award for each region within 48 hours after receipt of the LOGREQ. This report shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs. The LOGREQ, when submitted by, under authority of, or on behalf of an Ordering Activity, is an order under this contract for pre-priced items. Non-priced items ordered on the LOGREQ become orders only after prices have been determined fair and reasonable and are agreed upon

by the Ordering Officer or by a NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. For non-priced items with an extended cost less than $25,000, either the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. For non-priced items with an extended cost greater than $25,000, only the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. Required approvals and determinations of fair and reasonable pricing by the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer (>$25,000 extended price) will be made by confirming the prices and documentation posted to the online pricing application. Approvals and fair and reasonable determinations that may be made by either the Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer (<$25,000 extended price) may be confirmed orally, in writing, or by email by the Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. Regardless of the approval method, reporting and documentation of all non-priced items other than port tariff items ordered under this contract must be made using the online pricing application. Orders placed by a LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

b. The LOGREQ cost estimate does not replace the HS Contractor's requirement to respond (i.e., info addressees on responses to the Ordering Officer) to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U.S. Defense Attaché's Office.

c. The HS Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

d. The HS Contractor shall coordinate with other U.S. Government Contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

e. The HS Contractor shall assist the ship's Logistics Response Team to include planning and coordination meetings.

f. Travel expenses incurred by the HS Contractor in support of a LRT or advance ship detachment will be reimbursed based upon actual receipts and in accordance with the JTR guidelines. Travel expenses will be reimbursed upon presentation of documentation to the ordering activity. Any air transportation will be reimbursed at the economy class fare.

6. SHIPS'S (LOGREQ) LOGISTIC REQUIREMENTS

U.S. Navy ships and/or NAVSUP Fleet Logistics Center Yokosuka (or its sites) Logistic Support Representative (LSR) or other activity authorized to pass LOGREQ requirements on behalf of Ordering Officers will provide, via e-mail, a copy of the unclassified "logistics requirements" (LOGREQ) message directly to the husbanding HS Contractor as described under "ISSUANCE OF ORDER" in Contract Terms and Conditions – Commercial Items (FAR 52.212-4 Addendum). This LOGREQ will contain the majority of supplies and services required by the ship, and will represent the order, for pre-priced items, upon which the HS Contractor shall begin performance.

a. A ship, an activity authorized to pass a LOGREQ on behalf of the ship (i.e. Port Service Office or DAO), or an authorized ordering activity may notify the HS Contractor of a forthcoming visit requiring husbanding services. Upon notification of a visit, the HS Contractor shall make such preliminary arrangements as necessary with port authorities, other U.S. Government Contractors, and other commercial firms to provide supplies and services requested by the ship. The HS Contractor shall confirm receipt of the ordering LOGREQ (to the activity who provides the LOGREQ to the HS Contractor) within 24 hours. Confirmation of receipt may be made by email to the activity passing the LOGREQ to the HS Contractor.

b. Ships will not provide force protection requirements in unclassified LOGREQ messages. The force protection requirements are specified in a classified LOGREQ issued by the ship to U.S. Government activities. The activity to which this message is addressed will contact the Contractor and pass the ship's

force protection requirements for action. The HS Contractor shall confirm with the ship that these force protection requirements received have been actually ordered by the ship prior to beginning performance. The ship's Supply Officer (SUPPO) or Commanding Officer may also request additional force protection requirements not covered by the classified LOGREQ by email, telephone, or personally upon ship's arrival. The HS Contractor shall coordinate with the SUPPO before providing any additional force protection. If any other activity or individual orders force protection services (i.e. NCIS, etc) not covered in the ship's classified LOGREQ, the HS Contractor is required to immediately inform the ship and receive confirmation prior to beginning performance of these services. Organizations such as NCIS and DAO are not the actual Ordering Officer and have no contractual authority to place orders. Only the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer has the authority to confirm or change an order.

c. LOGREQ Pre-arrival Cost Estimate. The HS Contractor shall provide each ship or ordering activity an estimate in response to an LOGREQ message issued to the HS Contractor by any method identified under "OC-7 ISSUANCE OF ORDER" clause. The pre-arrival cost estimate shall be submitted in accordance with Attachment (8)-PWS Cost reporting. The LOGREQ message is not an order for non-priced items until priced by the contractor and confirmed by an authorized ordering officer. The requirements shall be provided to the HS Contractor by ships, activities and individuals identified in the contract. This estimate shall be sent within 48 hours after receipt of the LOGREQ message and will explain any anticipated "additional" costs and include cost savings or avoidance recommendations. In a situation where the HS Contractor receives a LOGREQ message with less than 48 hours prior to the arrival of the ship, the HS Contractor shall make every effort possible to provide the required documentation and price estimate prior to the ship's arrival, but in no event later than 48 hours after receipt of the LOGREQ message.

7. INITIAL BOARDING

a. The HS Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival. Upon initial boarding the HS Contractor shall provide all emergency telephone numbers, i.e. police, hospitals, firefighters, etc. In addition, the HS Contractor is required to provide the emergency telephone numbers for shipboard generated industrial waste (SGIW) disposal and hazardous material (HAZMAT) and oil spill response and reporting procedures to all ships upon initial boarding or in a LOGREQ reply. The HS Contractor shall visit the ship at least once per day and shall be available on call at all times (24 hours per day, seven days per week) to assist the ship with requirements and to resolve problems.

b. The HS Contractor shall brief the designated ship representative about Contractor-provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HS Contractor shall provide its POC information with 24-hour contact phone numbers.

c. The HS Contractor shall provide the SUPPO with copies of applicable port tariffs and current prices for frequently ordered services, and with any other information provided by NAVSUP Fleet Logistics Center Yokosuka, Site Singapore for distribution. Copies of applicable port tariffs and current prices for services shall be in English. The HS Contractor shall be prepared to take additional ships' orders for supplies or services not placed in the ordering LOGREQ. All orders placed after the ship's arrival shall be reported and prices confirmed (if non-priced items) using the LogSSR reporting requirements and online pricing application procedures described in Attachment 8.

8. POINT OF CONTACT

a. Based upon the ship's orders, the HS Contractor shall ensure the timely filling of all ship's requirements. The HS Contractor shall designate at least one senior company official to be the Point of Contact (POC) under this contract for logistic and contractual support. The POC shall be fully fluent in English. The HS Contractor is required to designate the POC at the time of contract award.

b. All HS Contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port. All correspondence shall be in English. All electronic communication between visiting vessels and the HS Contractor shall be copied to the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer and Logistic Support Representative emails specified at the time of contract award. The HS Contractor is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered by the Supply Officer from the HS Contractor.

9. ORDERING SUPPLIES AND SERVICES & PROVIDING GENERAL ASSISTANCE

The ship(s) will submit LOGREQs that include requests for a variety of services and supplies. The first obligation of the HS Contractor is to verify if any of the requested services and supplies can be provided free of charge by the host nation.

If services and supplies are not available free of charge from the host nation, they must be provided if within the scope of this contract. The Contracting Officer will be notified if there is a question regarding the scope of the contract. If these services and supplies are not priced in the contract, or if these services and supplies are available under other U.S. Government contracts, the following applies:

a. Passing Requirements to other U.S. Government Contractors: The HS Contractor shall coordinate and pass orders, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts (e.g., Prime Vendor or Defense Energy Supply Center (DESC)) for various supplies and services required. This husbanding service includes all necessary actions to facilitate the acceptance of supplies or services rendered under U.S. Government contracts. Any disputes or discrepancies arising from the order will be resolved directly between the SUPPO and the other Contractor(s). The HS Contractor shall also facilitate any necessary force protection vetting requirements so that other U.S. Government contractors can perform their contractual requirements.

b. The U.S. Government will not pay the HS Contractor for any personal requests from individual crewmembers, whether military or civilian.

c. The HS Contractor shall install all ordered equipment upon the ship's arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

d. Money Exchange Services: The HS Contractor shall arrange for authorized moneychangers to exchange U.S. dollars for ship personnel into local currency. Money Exchange services shall be made available onboard ship to crewmembers at least two hours daily with buy-back service on the day before the ship's departure. The moneychangers may include a commission of not more than plus or minus 1.5% difference from the Official Exchange Rate. A locally-available and verifiable currency exchange rate may be used as the Official Exchange Rate. Verification of the exchange rate shall be provided to the Ordering Activity at the time of service. The HS Contractor shall maintain adequate records justifying its basis for determining the Official Exchange Rate and shall make those records available to the U.S. Government upon request. This Official Exchange Rate will be used for financial conversions not covered by payments in U.S. dollars.

e. Laundry Services: The HS Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Laundry and dry cleaning services that are required by the ship from the laundry and dry cleaning vendor will be ordered from the vendor by the ship. Payment for services will be made by the ship to the vendor rather than through the HS Contractor. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure. The HS Contractor shall assist in resolving vendor billing discrepancies.

f. Interpreter Services: The HS Contractor shall provide interpreter services to assist the Supply Officer to assure timely delivery and performance of the supplies and services ordered by the Supply Officer under this contract. This limited set of interpreter services is required under the Management Services LINE ITEM and is separate from the interpreter services required under LINE ITEM XX18.

g. Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

h. Morale Welfare and Recreation (MWR) Services: The HS Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) Contractor servicing the ship. If an ITT contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If there is an ITT contract, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship. In the absence of an MWR contract, the HS Contractor shall provide advance information on all recreational/liberty activities available in local area. Information (with associated costs) shall include, but is not limited to, sightseeing tours, entertainment, sporting events, transportation, lodging and visitor tips. The HS Contractor shall coordinate all recreational/liberty requirements communicated by the ship. The HS Contractor shall disseminate information on the full scope of recreational/liberty opportunities, sightseeing tours, entertainment, sporting events, local area transportation and lodging. The HS Contractor shall plan, coordinate and assist as necessary, in port requests for entertainment, athletic competitions, sightseeing tours and unit parties/picnics.

i. Immigration, Customs and Visa: The HS Contractor shall assist ship personnel with immigration, customs and visa requirements into the country of the port visit.

j. Medical Emergencies: If requested, the HS Contractor may be required to make arrangements for emergency medical treatment of ship's crewmembers while the ship is in port. In cases where a member is airlifted into a port by the ship, the HS Contractor, in coordination with the U.S. Consulate/Embassy, will arrange for proper medical care until the member can be returned to the ship, or evacuated to the United States. If there are costs associated with arranging these services, the HS Contractor shall obtain approval from the SUPPO/Contracting Officer prior to providing the support.

k. The HS Contractor shall facilitate the ship's timely departure. The HS Contractor shall provide timely invoices of provided services and supplies to the Supply Officer at the time of the pre-sailing visit. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided. The HS Contractor shall remove all provided equipment.

l. Pre-Sailing Visit: The HS Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the HS Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. Written receipt for acceptance of all services shall be obtained during this visit. The Ordering Activity shall provide a check or DD1155 for all finalized invoices prior to departure where the content of the invoice is not disputed. The HS Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The HS Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The HS Contractor's point of contact for this information shall be the Commanding Officer, Command Duty Officer, Operations Officer, or the Officer of the Deck.

10. UNIQUE / PARTICULAR SITUATIONS

a. Assisting two ships: If a ship, not in port, requests assistance from the HS Contractor, the ship will pay the husbanding services subsequent days' fee. However, if at the same time, using the same helo or other transport, the HS Contractor provides service to two ships (e.g. delivery of fresh fruits and vegetables (FFV) at one time for two ships using the same helo), the HS Contractor is entitled to bill for only one subsequent day.

b. Under Class I size vessels (based on the number of personnel): If two small vessels, under the size of Class I, IA or IB come into the port together, submit consolidated requirements, and have approximately the same schedule, the HS Contractor will only charge for one Class I, IA, or IB vessel vice two. However, if only one such vessel comes into port, the HS Contractor will charge full Class I rates.

c. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within 3 days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back on Saturday, Sunday or Monday, it will be charged subsequent day fees. If the ship comes back Tuesday, it will be charged the first day rate).

d. If a ship comes into port and does not notify the HS Contractor or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days, subject to the conditions in paragraphs (b) and (c) above.

e. Ship Repair: If ship repair is required and performed in one of the ports covered by this contract, husbanding services will be provided only if requested by the ship. U.S. Navy Ships in shipyards at locations covered by this contract may order supplies and services from this contract without the requirement to also order Management Services.

f. The HS Contractor is required to be able to simultaneously husband thirty (30) ships throughout the Region, including up to two (2) Class V and two (2) Class IV ships in a single port simultaneously.

g. Order of Priority of Usage: The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or, if the port-provided supplies and services are less expensive than similar services provided by the HS Contractor or its subcontractors, or finally provide it themselves to include subcontractors. Where the reasonable cost of mobilization/demobilization for U.S. Government owned equipment exceeds the quoted price of the sub lot line item it is intended to replace, the HS Contractor shall use the least cost alternative to meet the requirement. Information on availability of host nation provided services, where available, is annotated on the Attachment 2 pricing schedules. If, for any reason, an item that would otherwise be provided by the Government, host nation, or port authority is not available, that item shall be provided by the HS Contractor at the price quoted in the Attachment 2 pricing schedules.

h. MARK V High-Speed Interceptor Craft (HSIC): MARK V (HSIC) Special Operations Craft may be in port or in the vicinity for up to 90 days conducting operations. The HS Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and only one Management fee shall be charged when husbanding two MARK V vessels at the same time.

i. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The HS Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit.

j. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HS Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong SAR and Singapore.

k. Other Personnel - Other U.S. personnel conducting business at locations covered by this contract may order off the contract without incurring Management Service Fees. Support of 'Other Personnel' is limited to Logistics Response Teams and ship detachments (e.g. ship's beach detachment, site survey team, advance force protection teams) in direct support of a ship visit. These orders do not involve continuous management of husbanding services and may be for items such as vehicles, phones or other services. For example these services may be ordered from the HS Contractor when hotels, transportation and rental of cellular phones are required for the personnel described above.

l. Short Notice Orders: The contractor shall perform all orders that are issued within the minimum order lead time annotated for each lot in the Attachment 2 schedules. If orders are issued with less than the required minimum order lead time prior to the start of performance, the contractor shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

m. The minimum order lead time applies to all Lot Line Items with the exception of XX40, Operations Other than War, which remain subject to the requirements stated in Attachment 9. The HS Contractor shall provide all requested services, to include mobilization of required equipment, when the Ordering LOGREQ is received from the Ordering Officer or their representative with a lead time greater than the number of days specified in the Attachment 2 schedules for the Lot location where performance is to take place.

11. LINE ITEM DESCRIPTIONS

a. LINE ITEM XX01/XX02 - FIRST DAY/SUBSEQUENT DAY HUSBANDING SERVICES (ANCHORAGE AND PIERSIDE)

The HS Contractor shall provide husbanding services to ships visiting the ports in the Region covered by this contract. Line Items XX01 and XX02 require that the HS Contractor perform all services and provide all supplies necessary to fully comply with the tasks and responsibilities described at paragraphs 1-10 above unless a task or responsibility is specifically included in a separately-priced Line Item below. The HS Contractor's responsibilities under these Line Items start prior to the arrival of the ship and continue after the ship's departure.

The price for Line Items XX01 and XX02 covers all regular and overtime labor of HS Contractor's personnel supporting the ships plus indirect expenses, including all management, overhead, office expenses, and profit for performing tasks required by these Line Items.

The husbanding fee is based on the Class of the ship and broken down by the First Day and Subsequent Day of the ship visit. A husbanding fee may be provided to the HS Contractor for services rendered prior to the ship's visit, i.e. assistance to the ship's logistics response team.

b. LINE ITEM XX03 - TRASH REMOVAL

1. Trash removal service is the collection and disposal of refuse (i.e., trash) including liquid, semi-liquid, or solid garbage. Refuse does not include explosives and incendiary waste, or waste contaminated by medical and radiological processes.

2. The HS Contractor shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse. The HS Contractor shall provide dedicated refuse bins to the ship. The HS Contractor shall collect all loose refuse placed adjacent to refuse bins. The HS Contractor shall immediately clean up any spilled refuse. The HS Contractor shall properly dispose of all collected refuse.

3. For ships at pier side, the HS Contractor shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulation, or barges alongside the ship. The HS Contractor shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.

4. For ships at anchorage, the HS Contractor shall remove trash at the times agreed to by the HS Contractor and Supply Officer. The frequency of removal shall be as follows:

SHIP CLASS	DAILY FREQUENCY
I, IA, IB	1
II	2
III	3
IV and V	Continuously Via Dedicated Barge when permitted

5. For trash collection at anchorage, the trash barge shall be available 24 hours a day (where not contrary to law or port regulation) with suitable self-fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

6. For trash collection by barge, the HS Contractor shall provide trash barges/scows (with tug service if barge is not self-propelled) for ships at anchorage. The barges shall be completely empty at time of arrival at the ship. In situations where an empty barge is not available, the contractor shall provide a system to measure the volume of trash deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of the trash. All trash barges/scows shall be properly fendered to prevent damages to U.S. Government vessels. The HS Contractor shall have ready access to sufficient barges and equipment to support at least two (2) ships at anchorage simultaneously. The barge's crew shall be entirely responsible for the tending of lines and for barge's security. The movement of trash from the ship to the barge shall be performed with care by the ship's sailors and in the manner ensuring the safety of the HS Contractor's crew and barges. Any instances of unsafe practices shall be brought to the attention of the ship's Commanding Officer, to ensure that corrective and preventive action is taken.

7. In instances of bad weather or emergency where the ship must depart on short notice, the HS Contractor shall remove barges within four hours of being directed to do so by the ship. Should a vessel with a trash barge alongside experience an emergency where the ship must depart, the SUPPO will advise the HS Contractor at least four (4) hours in advance for the barge pick-up at no additional cost to the U.S. Government.

8. The HS Contractor shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The HS Contractor is also responsible to follow any environmental regulations required by each country. The HS Contractor is required to keep all disposal certificates and shall make them available to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore upon request.

9. Whether at anchor or pierside, U.S. Government personnel will dump the trash on the barges or in the containers.

10. Any spillage of refuse in the course of the removal operations shall be cleaned up immediately by the HS Contractor. Refuse containers, when used and when emptied, shall be returned to their original position with the lids (if any) replaced thereon.

11. The HS Contractor shall be paid based on the ACTUAL CUBIC METERS of trash removed. The HS Contractor shall be entitled to bill for 60 CM under sub lot line items XX03AC and XX03AD where the actual volume of trash removal is less than 60 CM (per order).

12. Where trash is required to be segregated, the Ordering Activity shall be required to segregate the material at the time of disposal. The HSP shall be responsible for providing separate containers for each vessel, clearly marked with the required categories and for informing the Ordering Activity, upon arrival, that segregation is required. If the Ordering Activity does not segregate trash as required, the HSP shall inform the Ordering Activity and Logistic Support Representative (LSR) prior to departure and bill for the cost of trash segregation under Line Item XX43, Incidentals within 48 hours after the vessel's departure.

c. LINE ITEM XX04 - COLLECTION, HOLDING, AND TRANSFER (CHT)

1. The HS Contractor is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships throughout the area covered by this contract. The HS Contractor shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The HS Contractor shall be responsible for the supervision of the collection, transportation and disposal services to avoid any overflow of waste on the barge and at the pier. Services shall commence upon ship's arrival whether, at anchor or pierside. The HS Contractor shall pre-position CHT barges, when necessary, in accordance with force protection or other requirements.

2. The HS Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3. The HS Contractor shall remove sewage from the ship in HS Contractor-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

4. The HS Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT. The Government reserves the right to use its own metering device to verify measurement of sewage discharge. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from the ship.

5. The HS Contractor shall provide CHT hoses of sufficient length from HS Contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6. The HS Contractor shall properly dispose of all sewage. CHT collection, removal and disposal shall be priced based on the following conditions:

    a. (XX04AA) – CHT BY TRUCK: The husbanding HS Contractor shall provide services when the visiting ship is at pierside.

    b. (XX04AB) – CHT BY BARGE: The husbanding HS Contractor shall provide services when the visiting ship is at anchorage or the port authority has issued a directive stating that service must be performed by barge or the barge has been ordered by the ship. The HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements. If sea state, weather, or other conditions, to

include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

7. The CHT service shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the contractor shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT.

8. The HS Contractor will be guaranteed a minimum daily quantity of 60 cubic meters for providing these services even if the actual cubic meters of CHT removed is lower than 60 cubic meters. Note: 264.2 gallons = 1 CM (cubic meter).

9. The HS Contractor shall submit, as an attachment to the invoices, a document (certified by the ship's personnel) that indicates the quantity collected and the name of the disposal plant where the CHT will be disposed. The Government reserves the right to independently verify the actual volume of CHT discharged using a certified flow measuring device.

10. The HS Contractor shall request the ship's personnel to verify all removal figures at time of CHT collection. The HS Contractor shall follow any environmental regulations required by each country. If the ship concurs with the volume, the ship will pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped or 60 cubic meters per day, whichever is greater. The HS Contractor shall submit a request to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore for the difference, accompanied by disposal certificates. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore will investigate and arrange for payment of any additional amounts that are determined to be due.

11. The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the HS Contractor's report in writing. The HS Contractor is also responsible to keep all disposal certificates and shall make them available to Contracting Officer upon request.

12. In addition, the following applies specifically to Lot 20, Hong Kong:

    The HS Contractor shall discharge all CHT collected from the ship to the Hong Kong SAR Government designated discharging location. The prices for lot line item 2004AA and 2004AB on the Attachment 2 schedules shall be understood to require all the Collection Holding Transfer Sewage Removal and Disposal services described under this Performance Work Statement paragraph 11.c. but for the actual disposal/discharge costs. The disposal/discharge costs will be separately paid as a port tariff item.

d. LINE ITEM XX05 - YOKOHAMA OR COMPARABLE TYPE FENDERS

1. The HS Contractor shall furnish Yokohama or comparable type fenders for all classes of ships in accordance with the Schedule of Supplies and Services. Fender size is not specified as this is a performance based service. Fenders provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX05AB). The fenders quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee PER Yokohama or comparable type fender, and there is another SUBLINE ITEM for all costs associated with installation, and removal of one fender, as well as round trip costs associated with transport of the fender from another port, if required.

2. Rental is on a daily(24-hour) basis, per fender. Installation, removal, and transportation are charged as a "lot" per fender. The HS Contractor shall be responsible for securing the fenders to the pier.

3. The HS Contractor shall provide fenders with a minimum of two (2) mooring lines.

4. Fenders shall be provided free of charge by Royal Navy Liaison Office (RNLO) in Sembawang port to ships berthed at piers 5,6, and 7.

5. Sub lot line item XX05AG is applicable only to submarine fenders. Sub lot line item XX05AA shall be used for all other class 1 vessels. Recognizing that mobilization/demobilization costs for submarine fenders (XX05AG) vary significantly from those of other type fenders, transportation charges for submarine fenders shall not be subject to the quoted transportation charges of XX05AF. Instead, all transportation, storage, setup, mobilization and demobilization charges associated with submarine fenders (XX05AG) shall be included in the quoted price of this sub lot line item.

e. LINE ITEM XX06 - FRESH POTABLE WATER

Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

1. Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See Attachment #18.

2. Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

    a. These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at these websites: http://www.epa.gov/OGWDW and http://www.tdh.state.tx.us/bfds. The HS Contractor shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

    b. The HS Contractor shall provide for the delivery of fresh potable water to the ships as ordered. The HS Contractor shall be paid for the amount of water ordered by the vessel. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, CERTIFIED METERING DEVICES.

    c. Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraphs (2)(a) and (2)(b) above. If the water source does not meet the requirements of potable water, the HS Contractor shall be required to provide water from an alternate approved source at no increase in the contract price.

    d. Potable water pierside shall be delivered by pipeline if available. If pipeline is not available, potable water pierside shall be delivered by truck or barge and the ship will be charged in accordance with SUBLINE ITEM XX06AB. If a vessel is at anchorage SUBLINE ITEM XX06AC applies.

3. The HS Contractor shall be paid based on the ACTUAL METRIC TONS of potable water received on the ship. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities provided to the ship.

4. If potable water delivery is via barge, the HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position water Barges, when necessary, in accordance with Force protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the

vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

f. LINE ITEM XX07, XX08, XX09 – PILOTS, TUGS, LINEHANDLERS

1. The HS Contractor shall arrange pilots, tugs, and line handlers as ordered. The HS Contractor shall coordinate with port authorities, as necessary, to ensure that the services are available at the times requested. It should be noted that the port authority or other authorized sources provide these services, and are, therefore, to be priced in accordance with current tariff rates.

2. The HS Contractor shall provide tugs to bring ships to and from berthing locations. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

3. Only if pilots, tugs, or line handlers are not available through the port authority, the HS Contractor shall use commercially available sources and priced in accordance with the unit quantities indentified in the pricing schedule (LINE ITEMs XX07AA, XX08AA, XX08AB and XX09AA).

g. LINE ITEM XX10 - WATER FERRY/TAXI SERVICES

1. The HS Contractor shall provide water taxis to transfer ship personnel to and from the ship and the fleet landing in accordance with Attachment 16 - Water Taxi Specifications. At the commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule. The HS Contractor shall provide water taxi service when the vessel is expected to be at anchorage for twenty-four (24) hours or more. Water taxi service shall be always available, with the exception of inclement weather, during the two (2) one-hour meal breaks and during refueling. At the commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule.

2. The hourly rate for taxi water service shall include a minimum of two (2) qualified operators (a driver and one other operator), any other helpers or crew members required by local authorities, all insurance, fuel, holiday surcharges, overtime, and other operating expenses. Operator qualifications are set forth in paragraph (16) below.

3. Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the ship. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection. The HS Contractor shall be entitled to a six (6) hour minimum rental fee in cases where actual usage is less than 6 hours (per order).

4. Deleted

5. If the HS Contractor cannot provide the size of water taxi ordered, the HS Contractor shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event the ship will be charged for the size of the water taxi ordered. For example, if one (1) 250-pax water taxi is ordered and is not available, then two (2) 125-pax water taxis shall be provided for the rate of one (1) 250-pax water taxi if acceptable to the Ordering Officer.

6. The HS Contractor shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the port or the country in which the port is located. Apart from compliance with local laws and regulations, the HS Contractor shall meet all additional requirements as set forth throughout the PWS. Water taxi shall be

watertight, staunch, strong, seaworthy, in sound mechanical condition, and fitted for service required. Further, water taxi shall be in a clean condition when presented for service and shall be free of debris. The water taxi shall be sufficiently clean so as not to soil passengers, their clothing, or possessions with dirt, grease, oil, or other matter. If the water taxi does not meet the requirements of this paragraph as determined by the Ordering Officer, the U.S. Government shall have the right to reject the water taxi for performance of services.

7. The HS Contractor shall ensure that all water taxis are fully licensed, registered, and insured, including adequate liability insurance, in accordance with local laws and regulations.

8. Each water taxi shall be equipped with at least one clean and serviceable life jacket for each passenger and crewmember, and all jackets shall be stowed in a readily accessible place.

9. Except as otherwise specified herein, the service shall include all equipment needed to transport personnel between the vessel anchored in the outer harbor, or in the inner harbor, fleet landing, or any designated pier or berth within the port. If it becomes necessary to change the landing point of the water taxi (pier or berth) within the port, the HS Contractor shall dock at the new landing point. In the event this occurs, it will be considered to be a "Change" to the contract. Any entitlement to and any amounts of additional or reduced charges shall be determined pursuant to the clause entitled "Changes" that is part of Contract Terms and Conditions – Commercial Items (FAR52.212-4)".

10. All water taxis used by the HS Contractor shall provide overhead covering.

11. Before the commencement of any services under this contract, the HS Contractor shall make the water taxi available to the Ordering Vessel's Commanding Officer or designated representative for inspection.

12. The following information shall be conspicuously posted in English and the language of the country in which the port is located:

    a. Current operator's/captain's license.
    b. Passenger/weight capacity limits notice.
    c. Location of life jackets and other life saving equipment.
    d. Location of all exits indicated in large letters.
    e. Emergency procedures.

13. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

14. 'Adverse weather' conditions are weather conditions in which operations of water taxis are unsafe for passengers and shall be determined by the Commanding Officer, Command Duty Officer, Operations Officer, Officer of the Deck, or local port authority. Operation of the water taxi shall be in a safe and seaworthy manner. Operation of water taxis is not allowed under adverse weather conditions.

15. The consumption of alcoholic beverages shall not be permitted aboard the water taxi.

16. Operator Qualifications: All personnel or employees of the HS Contractor operating water taxis, shall have all certification required and issued by the law of the country in which the port is located for the operation of the type, class, or size of water taxi being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the water taxis are to be operated to ensure the water taxis are operated in a safe and seaworthy manner. At least one operator on each boat must speak English. The HS Contractor is required to provide a minimum of two (2) qualified operators for each water taxi at all times.

17. Security: During the term of this contract, the ship(s) to be serviced will provide adequate and sufficient security personnel for maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the ship's Commanding Officer or designated representative. When such naval personnel are embarked in a HS Contractor-operated water taxi, he will be responsible for the good order and discipline of naval personnel.
18. In the event of a water taxi breakdown, immediately prior to, or during a trip, the HS Contractor shall immediately provide a replacement water taxi that complies in all respects with this contract, at no additional cost to the U.S. Government. If a water taxi is not operable when required under this contract, the HS Contractor shall immediately provide at no additional expense to the U.S. Government, a replacement water taxi which complies in all respects with this contract.

19. Any personal articles or items found on the water taxi after completion of each trip shall be turned over to the ship's Security Officer or his direct representative.

20. To verify a claim by the HS Contractor for any damage or destruction caused by the U.S. Government, it shall be the responsibility of the HS Contractor to ensure that the water taxi is jointly inspected before and after each trip by the HS Contractor and an authorized representative of the U.S. Government.

21. When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

22. Inspection and acceptance criteria for water taxi services. The Commanding Officer or his designated representative of the ARMY/USS/USNS/USCG ship shall inspect and accept all liberty boats/water taxis prior to transporting any personnel. Each order for liberty boat/water taxi services is made on the basis that the request is to be considered a final order/obligation of the US Government only after each water taxi has been inspected and accepted by the ship's representative. The ship's Commanding Officer is solely responsible for the safety of his crew and the subsequent acceptance of liberty boat/water taxi services. Upon ships, Commanding Officer's security personnel can inspect the water taxi's personnel. The following features or components may be inspected prior to acceptance.

    a. HULL
        i. Watertight integrity of weather decks, bulkheads, watertight closures and interior hull structure.
        ii. Superstructure (including masts and stacks).
        iii. Railings, bulwarks and their attachment to hull, especially guardrails and lifelines.
        iv. Provisions for drainage of seawater from exposed decks.

    b. MACHINERY
        i. Main propulsion and auxiliary machinery essential to operation of craft.
        ii. Sea and bulkhead closure valves.
        iii. Bilge suction strainers and dewatering systems bilge pumps to be tested by operation.
        iv. Bilges free of flammable liquids.

    c. ELECTRICAL
        i. Cables.
        ii. Navigation, deck and emergency lighting.
        iii. Rotating electrical machinery, e.g., generators and motors.
        iv. Storage batteries.

    d. LIFESAVING EQUIPMENT

i. Life preservers sufficient number for maximum capacity of craft, accessible and in satisfactory condition.
ii. Life raft(s) and hydrostatic release (where applicable) sufficient for maximum capacity.
iii. First aid kits, life rings and distress lights.
iv. Distress signaling devices.

e. FIRE FIGHTING EQUIPMENT
i. Fire pump subject fire hose to fire pump pressure.
ii. Portable fire extinguishers.
iii. Fixed systems, e.g., CO2 cylinders

f. STEERING APPARATUS

g. MTSC SYSTEMS AND EQUIPMENT
i. Harbor charts.
ii. Ground tackle and mooring lines.
iii. Whistle/fog horn, bell.
iv. Compass.
v. Radar.
vi. 2 way radio capable of bridge to bridge communications.
vii. Current licenses.

23. In the event the U.S. Government rejects a water taxi, the U.S. Government shall not be liable for any costs the HS Contractor incurs in presenting said water taxi for inspection.

24. Deleted

25. The HS Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for U.S. Government review and inspection.

h. LINE ITEM XX11 - TRANSPORTATION SERVICE (BUS SERVICE AND VEHICLE RENTAL SERVICE)

1. GENERAL REQUIREMENTS :

a. All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured (including adequate passenger liability insurance). The HS Contractor is responsible for delivering all cargo and personnel to the correct location on schedule.
b. Deleted

c. The HS Contractor shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government shall have the right to reject the vehicle for performance of services. The HS Contractor shall ensure that each vehicle is jointly inspected before and after a trip by the HS Contractor and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

d. If a vehicle is not operable when required under this contract, the HS Contractor shall provide, at no additional expense to the U.S. Government, a replacement vehicle within three (3) hours that complies in all respects with this contract.

e. All vehicles shall include drivers.

2. BUS SERVICE

a. The HS Contractor shall provide air-conditioned bus services on an hourly rate basis and bill under LINE ITEM XX11AA. The hourly rate shall include one driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any additional driver, if required, shall be priced separately. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

b. The HS Contractor shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition when presented for service and shall be free of debris. The bus shall be sufficiently clean so as not to soil passengers, their clothing or possessions with dirt, grease, oil, or other matter.

c. In the event of a bus breakdown, the HS Contractor shall provide within two hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

d. Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's Ordering Officer.

e. The HS Contractor shall be responsible for ensuring that the HS Contractor and an authorized representative of the U.S. Government jointly inspect before and after a trip each bus. The U.S. Government will not consider any claim for damage to a bus, which has not been inspected.

f. The minimum bus capacity shall be 40 passengers.

g. A minimum daily price of four (4) continuous hours shall apply for each bus ordered less any time associated with bus breakdown or getting lost.

h. Drivers must be familiar with the area, have an appropriate driver license, and speak English. In the event the driver is unable to speak English, the contractor shall furnish an English speaking rider on the bus.

3. VEHICLE RENTAL SERVICE

a. Vehicle Specifications, Maintenance, and Malfunctions

(i) The HS Contractor shall furnish "new" air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations.

Sedans or SUVs shall have a minimum capacity of four (4) passengers and 1600cc engine.

In the event a "new" vehicle is not available in certain countries, the contractor shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. Vehicles shall be priced on a daily rate, except as noted below. They shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full. The prices for vehicles rented are based upon an assumption that the vehicles will be returned with an empty tank of

gas. Therefore ships will be charged for a full tank of gasoline at the time of rental. There shall be no surcharge applied to the commercial price of the fuel. Vehicles can be returned with any amount of gasoline. Ships shall not be responsible for returning the vehicle with a full tank of fuel, and the HS Contractor shall not be obligated to credit the ship for the remaining fuel.

(ii) The HS Contractor shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and be responsible for all emergency repairs and services.

(iii) Should any vehicle break down while in the U.S. Government's possession, the HS Contractor shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than three (3) hours later. The replacement shall take place either at the point of breakdown or at the HS Contractor's office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the HS Contractor's expense. The U.S. Government shall be credited an hourly rate, pro-rated on the daily rate, for the rental cost between breakdown and vehicle replacement.

b. Substitution of Vehicles

(i) If the HS Contractor does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the HS Contractor shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group B car is ordered but unavailable, and if no other Group B vehicle is available, the HS Contractor shall furnish a higher group vehicle at the price listed for the Group B vehicle originally ordered.
(ii) In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

c. Deleted.

d. General Description of Vehicle Types

(i) The vehicles shall meet the general description set out below:

Medium-size Sedan (Group "B"): 2 - 4 doors; 4 - 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Passenger Van (Group "M"): 9-passenger capacity; air conditioning; minimum 2000cc engine (except for Hong Kong where capacity is 7 passenger).

Cargo Van (Group "X"): 12 Cubic Meter volume capacity, air conditioning; minimum 2000cc engine.

Executive Sedan with Driver (Group "Y"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan. This group requires an executive sedan and shall be provided with a driver. Drivers must be familiar with local area, and must speak English. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. No individual driver shall be required to drive more than 8 hours. Drivers must not have been driving within the previous 8 hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the daily rate, with the HS Contractor entitled to a minimum charge of 4 hours. The HS Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations by the provided driver. The daily rate shall be inclusive of the first 250 kilometers per day, all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals. Any additional kilometers per day beyond the initial 250 kilometers will be priced under SUBLINE ITEM XX11AG. The U.S. Government will reimburse the HS Contractor for additional costs in two cases: for highway tolls, and for

the driver's overnight accommodation up to $120.00 or equivalent local currency, when required by U.S. Government business such as travel to another city, and upon presentation of an original invoice (using the online pricing application).

15-Passenger Buses with Driver (Group "Z"): All requirements concerning the rental of a vehicle with the driver described above in the "Executive Sedan with Driver" shall apply to this paragraph also.

e. Deleted.

f. Insurance and Liability.

(i) The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below.

(ii) The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

(iii) The HS Contractor and any Subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the HS Contractor, its subcontractors, its agents, or employees.

(iv) The HS Contractor shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The HS Contractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

(v) Paragraph (iv) shall not be construed as limiting the HS Contractor's liability to the amounts of the required minimum insurance coverage specified therein.

g. Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations.

h. Mileage and Deposit Charges. There are no mileage or deposit charges for the vehicles rented under this contract for all mileage travelled within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity's needs. The HS Contractor shall be entitled to an additional half days' rental fee at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

i. Time Periods of Rental. Rental time shall begin once the vehicle and driver are available for use alongside the Ordering Activity. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than 8 hours straight. Drivers must not have been driving within the previous 8 hours.

4. LIGHT TRUCKS (LOT LINE ITEM XX11AI)

a. The HS Contractor shall provide covered, lockable trucks with a driver to load/off load cargo and mail. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and offloading.

b. The HS Contractor shall be responsible for security and prevent loss/damage/destruction of cargo and mail.

c. The HS Contractor shall return all items left in rental vehicles to the ship's Ordering Officer.

d. The HS Contractor shall obtain written acknowledgement of vehicle service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

e. The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cost, except where the loss or damage is cost by the willful and wanton negligence of the U.S. Government employee.

f. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than eight (8) hours. Drivers must not have been driving within the previous eight (8) hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the daily rate, with the HS Contractor entitled to a minimum charge of four (4) hours. The HS Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. The daily rate shall be inclusive of all mileage travelled within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor) , all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals.

g. The HS Contractor shall provide vehicle service with qualified drivers for official government business.

h. The HS Contractor shall provide one-way transfer vehicles with drivers to transfer cargo between a designated pick-up point and a specified destination within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity's needs. The HS Contractor shall be entitled to an additional half days' rental fee at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

i. The HS Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

j. The HS Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

k. If the unit of issue is by "Day", then the rental period shall constitutes 24 hours.

i. LINE ITEM XX12 - FORCE PROTECTION SERVICES AND SUPPLIES

1. Heightened Vigilance: The HS Contractor shall be alert at all times in order to contribute to the protection of the ship and its crew. The HS Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the

vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The HS Contractor shall report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

2. The HS Contractor shall fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the HS Contractor shall identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the HS Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The HS Contractor shall arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

3. Contractor/Subcontractor Identification: The HS Contractor shall identify how contractor and subcontractor personnel will be recognizable to ship's personnel. This may be accomplished by a combination of picture ID, badges, uniforms, access lists, etc. The HS Contractor shall also identify how support vehicles/vessels will be marked so that they are readily identifiable to ATFP/ship's personnel.

4. See Attachments 7, 12, 13, and 14 for specific Force Protection requirements and procedures.

j. LINE ITEM XX13 - CAMELS, BREASTING, AND FENDERING BARGES

1. The HS Contractor shall furnish camels in accordance with the Schedule of Supplies and Services. The camels shall be flat surface platforms to be placed alongside the pier and sufficiently capable of breasting the ship away from the pier or from other ships.

2. The HS Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3. The HS Contractor shall place additional fenders between the breasting barge and the ship when requested.

4. Breasting barge size is not specified as this is a performance-based service. The HS Contractor is responsible, as part of its understanding of the requirement, for determining the appropriate barge size for each combination of vessel class and berthing configurations required at each lot. Barges provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX13AD). The barges quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee for the barge, and there is another SUBLINE ITEM for all costs associated with installation, and removal of the barge, as well as round trip costs associated with transport of the barge from another port, if required.

5. Rental is on a daily (24-hour) basis, per barge. Installation, removal, and transportation are charged as a "lot" per barge.

k. LINE ITEM XX14 - LANDING BARGES

1. The HS Contractor shall furnish landing barges (i.e. pontoons) in accordance with the Schedule of Supplies and Services. The landing barges shall be flat surface barges for positioning at the stern or side of the vessel to serve as a loading/unloading platform for water taxi personnel or cargo; they shall not interfere with the operations of the ships' elevators or other equipment. Although landing barges are primarily used for class IV and V vessels, they may be ordered for use with any class vessel.

2. Landing barge size is not specified as this is a performance-based service. The HS Contractor is responsible, as part of its understanding of the requirement, for determining the appropriate barge size for each combination of vessel class and berthing configurations required at each lot. Barges provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX14AD). The barges quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee for the barge, and there is another SUBLINE ITEM for all costs associated with installation, and removal of the barge, as well as round trip costs associated with transport of the barge from another port, if required.

3. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

4. Rental is on a daily (24-hour) basis, per barge. Installation, removal, and transportation are charged as a "lot" per barge.

I. LINE ITEM XX15 - FLEET LANDING

1. When ordered by the ship, the HS Contractor shall furnish services/supplies for the fleet landing area. The following is a list of the basic supplies and services that a ship may need. It doesn't cover all the services that may be ordered by a ship for fleet landing.

2. FLEET LANDING. HS Contractor shall provide the sub-line items specified in this Line Item and shall provide a unit price for each sub-line item. The unit price shall be per day for each item. Mobilization/demobilization charges shall be included in sub-line item price.

   The Fleet Landing LOT consists of the following:
   a. One (1), 40-feet refrigerator unit or two, 20-feet refrigerator units, with required power to operate the units.
   b. PORTABLE TOILET UNIT SERVICES. The unit price shall be for a single commode and one (1) urinal. The daily rate shall include pumping and cleaning as many times as necessary to ensure clean, sanitary condition and providing all chemicals, cleaning products and toilet paper. The HS Contractor shall check toilet facilities at least every six (6) hours to ensure cleanliness.
   c. PORTABLE ELECTRIC GENERATORS. The HS Contractor shall provide a portable, gasoline powered, electric generator capable of supplying power to portable lighting and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). Generator shall be at least 5KW with circuit breaker protector. Daily rate includes fuel, oil, and necessary consumables to operate the generator, transportation, set-up, dismantling and labor.
   d. Chairs (each per day)
   e. Long tables - approximately 2 meters in length (each per day)

   Any other supplies, services or quantities of supplies and services other than those listed above shall be provided in accordance with the procedures set forth in LINE ITEM XX43.

m. LINE ITEM XX17 - OILY WASTE REMOVAL (TRUCK AND BARGE)

1. Oily Waste is defined as any liquid petroleum product mixed with wastewater and/or oil in any amounts, which, if discharged overboard, would cause or show sheen on the water. The HS Contractor shall dispose of any combination of oily waste and grey water as oily waste.

2. Oily Waste is measured by Cubic Meter (1CM = 264.2 Gallons). The HS Contractor shall submit, as an attachment to the invoices for disposal services, a document verifying the quantity collected and the name of the disposal plant where the oily waste have been or will be disposed. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from the ship.

3. The HS Contractor shall comply with the environmental requirements of each country where oily waste is disposed and shall be liable for any costs incurred as a result of the HS Contractor's failure to comply with such requirements. The HS Contractor shall keep all disposal certificates and shall make them available to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore upon request. If the ship concurs with the volume, the ship will pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped. The HS Contractor will submit a request to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore for the difference, accompanied by disposal certificates. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore will investigate and resolve the issue, and will arrange for the ship to pay any amounts determined to be due.

4. Oily Waste Removal involves the collection of Oil and Aggregate Water generated by the ships. The requiring vessel will pump this waste into HS Contractor-provided tanks or barges. The HS Contractor shall provide all equipment and facilities required to remove oily waste, including hoses and connections compatible with the ship being serviced. The HS Contractor shall provide hoses of sufficient length from equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

5. In all cases when a ship orders oily waste disposal services, the HS Contractor shall invoice and will be paid the contract schedule's minimum daily quantity of 60 CM for providing the disposal services, even if the oily waste quantity pumped and disposed that day is less than the 60 CM minimum quantity. Payments over the minimum daily quantity of 60 CM shall be for the amount of oily waste cubic meters removed at the appropriate per CM rate in the schedule. The HS Contractor shall not invoice any charge (either the daily minimum or the additional per CM rate) for ships that do not order disposal services.

6. In the event the HS Contractor subcontracts oily waste disposal, the HS Contractor shall be liable for any costs incurred as a result of the disposal operator's failure to comply with local requirements.

7. The HS Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed. The Government reserves the right to independently verify the volume of discharge using certified flow measuring devices.

8. When removal is done via barge, the HS Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

n. LINE ITEM XX18 - UNIQUE PORT SERVICES

1. LOGISTIC SUPPORT TO GOVERNMENT TEAMS

a. Note: This Line Item is for logistics support in connection with ship visits to a port area. U.S. Government teams conduct surveys in a variety of ports in the Region. The U.S. Government may require the assistance of the HS Contractor in the ports to be surveyed.

b. The HS Contractor shall assign an individual to participate in and assist with logistical arrangements for a team that will perform the survey. This team may visit a variety of ports in advance of ships' visits to assess the force protection levels of the port and to perform related functions. The HS Contractor's assistance shall include providing logistical support as requested by the U.S. Government, coordinating access and interviews with local officials, local husbanding services, and support Contractors, coordinating necessary translation services for the team, and assisting in the development of a final assessment report.

c. The HS Contractor shall invoice port surveys at the subsequent day husbanding fee for a Class II ship in the port. In addition, the HS Contractor shall be reimbursed for economy class air transportation and daily per diem rate that includes lodging, meals and other related expenses. The per diem rates shall be those set forth in the Joint Travel Regulation (JTR).

d. Other HS Contractor out-of-pocket expenses related to the service(s) and anticipated by the HS Contractor will be invoiced and reimbursed at cost. The HS Contractor shall submit all receipts, invoices or other valid documents to support the incurred expenses. The HS Contractor shall not pay for hotels, meals, rental vehicles, telephone expenses and any other expenses that the U.S. Government team members may incur and for which they can be reimbursed under their U.S. Government travel orders.

e. If a delivery order with a "Not to Exceed " (NTE) amount is issued for the logistic support services, the HS Contractor shall promptly advise the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer and withhold performance if he expects to exceed this amount.

2. PAINT FLOAT

The paint float shall be no less than 5M in length but, in all cases, large enough to provide a safe and stable working platform for the occupants. Scaffolding may be of any height less than 3.5M from the deck, so as to provide a working platform at least 4M from the waterline. The paint float shall be equipped with suitable self-fendering to prevent damage to the ship. The price of these fenders shall be included in the quoted price of the paint float. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge’s self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. Rails shall be no less than 1M from the working platform. The working platform shall be equipped with anchor points for harnessing. The Ordering Activity shall be responsible for providing safety harnesses, for obtaining permission from local authorities prior to all work on the paint float, and for cleanup/disposal of all hazardous material generated or released outside the paint float. The HSP shall notify the Ordering Activity of local regulatory requirements concerning paint floats, assist the Ordering Activity in submitting requests and passing required documentation to the local authority where permission is required to work on the paint float, and arrange for required cleaning of the paint float upon return. The ordering activity is responsible for securing the paint float from the time custody has been transferred to them until returned to the HSP or the ship departs, whichever is earlier.

3. INTERPRETER SERVICES

The HS Contractor shall provide interpreter services when ordered. The interpreter shall be fluent in both spoken and written local language and English.

4. PRATIQUE

The HS Contractor shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

5. STEVEDORE SERVICES

The HS Contractor shall provide stevedores for general labor. Billing shall be at the hourly rate for worker.

6. SHORE STEAM

The HS Contractor shall provide shore steam to the ship. This sub lot line item is performance-based. Shore steam provided to the ship may be provided by any means (boiler or generator) so long as the pressure of steam delivered to the vessel is approximately 100 PSI (standard commercial pressure) and of acceptable quality for the vessel. Pricing for provision of shore steam shall be on a TBD basis and should include the boiler or generator, fuel for the generator, mobilization/demobilization, hoses, and adapters appropriate to the vessel type, and water (where required) for the generator or boiler. This item shall be billed on a daily basis.

o. LINE ITEM XX19 - OIL BOOMS

The HS Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom. Billing for LINE ITEM XX19 shall be per meter. For example, a 300-meter oil boom would be billed at 300 meters per day.

Oil Booms are intended to act as a precautionary measure in case of inadvertent leakage from equipment otherwise in sound operating equipment. Oil booms are also intended to mitigate the environmental damages that may otherwise result from inadvertent leakage. The HS Contractor shall notify the Ordering Activity, upon receipt of a LOGREQ request, if deployment of an oil boom at the proposed mooring location is contrary to host nation or port authority regulation so that the order for the oil boom service can be cancelled. Cleanup and disposal of oil is a port authority function. If the HSP incurs charges for these services, they shall be billed as port tariff items on a reimbursable basis.

p. LINE ITEM XX20 - MATERIAL HANDLING (UP TO 150 LBS)

1. The HS Contractor shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

2. The HS Contractor shall use counter-to-counter delivery and charge by each Bill of Lading. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

3. Shipping documents shall be labeled "SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HS Contractor.

4. The HS Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel. The HS Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

5. The HS Contractor shall receive the package from the ship and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

6. The HS Contractor shall deliver the package to the ship the day of arrival in port or the following morning. The HS Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

7. The HS Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HS Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

q. LINE ITEM XX21 - TENT WITH EQUIPMENT FOR SPECIAL EVENTS (INCLUDES TABLES, CHAIRS, LIGHTING AND FANS

The HS Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels. The HS Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills. The HS Contractor shall remove all provided equipment upon completion of services.

r. LINE ITEM XX22 - SHORE POWER (INCLUDES CABLES, CONNECTION, FUEL, AND OPERATORS) 450-480V, 60 HZ

The HS Contractor shall provide shore power to the ship using a port-provided, permanent connection system or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels. The HS Contractor shall provide all cables and make all power connections between the generator and ship. The availability of shore power shall be in accordance with the schedule established by the ship.

Sub Lot Line Items XX22AA, XX22AB, and XX22AC are to be used only if/when shore power provided by port authorities is, for any reason, not available or inadequate.

s. LINE ITEM XX23 - MANLIFT (WITHOUT OPERATOR)

The HS Contractor shall provide a manlift (without operator) and a full fuel tank. The HS Contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning. The HS Contractor shall conduct training on safety and operating procedures for ship personnel. The HS Contractor shall maintain documentation of ship personnel acknowledgement of the training.

t. LINE ITEM XX24 – BROWS

1. Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The HS Contractor shall provide the brows specified in the schedule as ordered by the ship. A range of brow sizes is provided in each of the sub lot line items of lot line item XX24. All brows provided by port authorities, host nation, or US Government shall be billed at cost as port tariff items. Mobilization, demobilization, setup and placement shall be included in the proposed unit price of all XX24 sub lot line items. In cases where brows are provided by port authorities, host nation, or US Government free of charge, at reduced cost, or for mobilization/demobilization costs only; these costs will be reimbursed without additional fees or markup.

2. Due to the height difference between the submarine deck and pier, the HS Contractor provided submarine brow (must afford personnel a smooth and safe transit when entering or exiting the submarine deck. The submarine brow must be capable of supporting shore power cables without damaging the cable.

3. Brows shall be provided free of charge by Royal Navy Liaison Office (RNLO) in Sembawang port for ships berthed at piers 5, 6 , and 7.

4. The HS Contractor shall be entitled to bill for 4 hours of usage under this line item when actual usage is less than 4 hours (per order). Billing for brows shall be calculated up until the scheduled time of departure. Discrepancies, if any, between the number of hours billed at the pre-sailing visit and the actual number of hours used shall be invoiced and paid in accordance with the procedures in OC-1, Invoices and Payments, and the PWS paragraph 9.l. The order of priority of usage in paragraph 10.g. applies.

u. LINE ITEM XX25 - BOTTLED POTABLE WATER

The HS Contractor shall provide for the furnishing of fresh, potable water in bottles. The husbanding Contractor is responsible for ensuring that the U.S. Army Veterinary has approved the products recommended to the ship's Supply Officer. Information on how to request and obtain sanitary inspection is provided as Attachment #17. The minimum order quantity for this line item is 100 liters.

v. LINE ITEM XX26 - MOBILE CRANE SERVICES

The HS Contractor shall provide mobile crane services (shore crane) with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each mobile crane ordered.

Crane services under this Line Item are for land cranes only. Floating cranes are to be provided and billed under Line Item XX43 procedures if required.

w. LINE ITEM XX27 - FORKLIFT SERVICES

The HS Contractor shall provide forklift services with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. Upon the Supply Officer's request, the HS Contractor shall provide information concerning forklift/lifting capacity. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered.

x. LINE ITEM XX28 - TELEPHONE SERVICES AND COMMUNICATIONS EQUIPMENT

1. Landlines (LINE ITEM XX28AA): Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Installation charges shall be inclusive of all costs for installation and removal of landlines. Usage charges and port tariff fees associated with landline connections (LINE ITEM XX28AB) will be the actual charges computed in accordance with the local or national tariff.

2. Cellular Telephone Services (LINE ITEM XX28AC): Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under LINE ITEM XX28AC. The HS Contractor shall have readily available a minimum of 10 cellular telephones at a given time. Each mobile phone provided shall include an operating manual/instruction with published rates for usage. Airtime for mobile phones shall be included under LINE ITEM XX28AD. Usage charges associated with mobile phones (LINE ITEM XX28AD) will be the actual charges computed in accordance with the local or national tariff.

3. The HS Contractor shall provide pre-paid International Calling Cards for official use (LINE ITEM XX28AE).

4. SIM cards with prepaid airtime shall be provided where the ship or operating unit has mobile phones and desires only SIM cards for use in the specific port area. SIM cards provided under LINE ITEM XX28AF shall include activation of the SIM card. HS Contractors shall not be obligated to provide quantities of sub lot line item XX28AF in excess of quantities permitted by host nation law or regulation.

5. PWS paragraph 9.h. details the priority in providers to MWR support to Ordering Activities. Calling cards ordered under sub lot line item XX28AE shall be billed in the denomination of the card, adjusted to USD using the OANDA exchange rate for the date of the order as outlined in the PWS paragraph 9.f. without additional markup or fee.

y. Deleted

z. LINE ITEM XX30 - RESERVED

aa. LINE ITEM XX31 - PORT DUES

1. In some countries, the port authority or concessionaire charges port dues to the visiting ship. The port dues may be based on the length or based on the gross tonnage of the ship. Only 'FINAL' invoices will be accepted for payment.

2. Attachment (19) of the solicitation lists some of the unclassified agreements. However, this is not a complete list of all the relevant countries.

3. Clause OC-10, titled Host Country Agreements, outlines the limitation of the U.S. Government to pay for certain port dues, fees, or use fees.

4. Sub lot line item XX31AB is intended to provide a suitable landing area for ship's boats or water taxis, when ordered. XX31AB is also intended to provide a suitable area, adjacent to the ship berth or water taxi point of debarkation, for placement and operation of the fleet landing lot items ordered under lot line item XX15. The fleet landing sub lot line items are detailed in the PWS paragraph 11.L.

5. Sub lot line item XX31AD shall only be used when the port is not publicly owned/operated.

bb. LINE ITEM XX32 - COST REPORTING

1) See Attachment (8) PWS Cost Reporting, for specific reporting instructions.
2) All billing and cost reporting shall be made in the units specified in the respective LINE ITEMs.

3) **HS Contractor shall enter and report ALL expenditures under this contract (regardless of customer or ordering activity) into LogSSR and all non-priced expenditures other than port tariff (PT) items using the online pricing application in accordance with Attachment (8) PWS Cost Reporting.**
4) **The pre-arrival cost estimate is part of the Cost Reporting Lot Line Item. Requirements for the pre-arrival cost estimate report are described in Attachment (8).**

cc. LINE ITEMs – XX33 – XX39 - RESERVED

dd. LINE ITEM XX40 - OPERATIONS OTHER THAN WAR (OOTW FEES)

* See attachment (9) PWS OOTW, for specific instructions.

ee. LINE ITEM XX41 – PROVISIONS

(1) Provisions

Note: Orders for fuel and provisions are primarily ordered under other U.S. Government contracts. Use of these contracts for fuel and provisions (eg. DESC fuel contracts and DSCP-Pacific provisions contracts) is mandatory when available. If U.S. Government contracts are either unavailable or cannot make delivery within ship scheduling constraints the HS Contractor must receive prior permission from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer before providing these services to the ship, including mobilization. When requested by the ship, the HS Contractor shall pass these orders to the other U.S. Government Contractors involved. The ship's Supply Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may award contracts or purchase orders for these non-priced items to other U.S. Government contracts.

a. When requested by a ship, the husbanding HS Contractor shall assist in arranging for the timely provision of subsistence items. LINE ITEMs XX41AA through XX41AC identify the fees that will be paid the HS Contractor for arranging subsistence items. FFV shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using night soil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. Bread and Eggs must be in accordance with Attachment #11. The husbanding services HS Contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and local currency; and total price in U.S. dollars and local currency as indicated in the "INVOICING AND PAYMENT CLAUSE". (Example: 10 pounds tomatoes @ 2,50 euro/$1.00 USD per Pound = 25,00 Euro/$10.00 USD). Any delivery charges shall be shown separately. The HS Contractor shall use the conversation rate to convert Kilogram (KG) into US pounds (LB) is: 1 KG = 2.2046 LB.

b. If the total cost of FF&V and subsistence items ordered and received by a ship under this contract exceeds $10,000.00 for a port visit, the HS Contractor shall submit a report via e-mail to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the HS Contractor shall provide copies of all quotes obtained. This report is in addition to the LogSSR report.

c. The husbanding HS Contractor shall ensure that the sources recommended to the ships Supply Officer for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement.

d. Information on how to request and obtain sanitary inspection by the U.S. Government is provided as Attachment #17.

e. The HS Contractor shall retain documentation of inspection of sources recommended or selected as suppliers of subsistence items. Under no circumstances shall the HS Contractor recommend or offer for acceptance subsistence items from non-approved sources.

f. All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

g. The fee specified in sub lot line item XX41AA has a unit of issue of 'EA' (each). This fee is for the arrangement of one line item of provisions, not for a quantity of one provision. For example, if one provisions order contained ten different line items and a quantity of five for each line item, the HS Contractor would be entitled to bill under sub lot line item XX41AA for a quantity of ten with a unit of issue 'EA'.

ff. LINE ITEM XX42 - FUEL

1. Orders for fuel and provisions are primarily ordered under other U.S. Government contracts. Use of these contracts for fuel and provisions (eg. DESC fuel contracts and DSCP-Pacific provisions contracts) is mandatory when available. If U.S. Government contracts are either unavailable or cannot make delivery within ship scheduling constraints the HS Contractor must receive prior permission from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer before providing these services to the ship, including mobilization. When requested by the ship, the HS Contractor shall pass these orders to the other U.S. Government Contractors involved. The ship's Supply Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may award contracts or purchase orders for these non-priced items to other U.S. Government contracts.

2. Other procedures apply as follows:

(a) Fuel (MGO/F76)

(i) Ships may order fuel, as described in paragraph 1 above, with the assistance of the HS Contractor. The HS Contractor shall advise the Supply Officer of available bunkers, or existing fuel contracts issued by Defense Energy Support Center (DESC) or Navy Operational Logistics Support Center. If requested by the Supply Officer, the HS Contractor shall pass fuel orders to the appropriate fuel supplier, and will coordinate delivery. The DESC Overseas Ships' Bunkers Contract Bulletin SP0600-02-0013 may be accessed at http://www.desc.dla.mil/DCM/DCMPage.asp?PageID=227 . Disagreements between any DESC Contractor and the HS Contractor shall be forwarded to the DESC Contracting Officer through Logistic Supply Center Fuel Manager specified at the time of award for each region. HS Contractors who buy fuel through other than government sources when available without express authority in writing from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer do so at their own risk. If the HS Contractor is authorized to provide fuel, U.S. Government shall not reimburse the HS Contractor for more than what the U.S. Government cost through approved DESC contracts would have been unless authorized by the Contracting Officer. The HS Contractor is required to provide any security vetting for DESC contractors in order to facilitate performance.

(ii) In the event that no U.S. Government or foreign Government owned bunker is available, or no DESC or NPO available contracts meets a ship's fuel requirement, or as directed in writing by the Contracting Officer, the HS Contractor shall assist the ship in arranging the procurement of fuel. The HS Contractor shall not provide any fuel or fuel-related service e.g., fuel barge or fuel truck, without first receiving specific advance approval to do so from a NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. This fuel shall be provided in accordance with Attachment # 15. The HS Contractor shall provide a fuel barge or truck to transport fuel to the ship, if required. LINE ITEMs XX42AA through XX42AD identify the fees that will be paid the HS Contractor for arranging fuel

requirements. The HS Contractor shall be liable for any costs should the fuel provider fail to properly employ oil spill booms as required by local authorities or fails to comply with any local laws or regulations relating to the provision of fuel. Fuel caught in oil booms will be properly disposed. The HS Contractor shall be liable for any costs should the fuel provider fail to employ properly oil spill booms as required by local authorities or fails to comply with any local laws or regulations relating to the provision of fuel. The HS Contractor shall deliver fuel "free on board" the ship whether at pierside or at anchor. The invoice shall indicate the unit and total price for the fuel and the price for the delivery of fuel to the ship. The contractor shall also include a statement with each invoice entry for fuel purchased from the contractor that identifies who directed it to provide the fuel and the preliminary steps taken by the contractor to ensure that government-owned fuel or fuel from a DESC contract was not available to satisfy the ship's requirement.

(iii) Other than the price specified under LINE ITEM XX42AA Fee for Acquiring Fuel and LINE ITEM XX42AC Fuel Delivery/Other, no additional fees shall be added to the price of LINE ITEM XX42AB Fuel, TBD. The HS Contractor shall be reimbursed at cost for the TBD purchase price of fuel and for delivery without additional markup.

(iv) In recognition of the fact that fuel is sold by weight (metric tons) and by volume (gallons or liters), the HS Contractor shall ensure all United States ships are provided with a fuel invoice and the appropriate customs certification demonstrating the quantity of fuel provided in metric tons and in gallons or liters. In the event that the HS Contractor is ordered to provide fuel, all terms and conditions of the fuel provider shall be provided to the Ordering Officer in the pre-arrival cost estimate or prior to the order being finalized if the fuel services are ordered after the pre-arrival cost estimate has been provided. For example, if a ship places an order for fuel and the fuel provider has a term or condition that requires the full quantity to be pumped into the requiring vessel without return of any fuel to the provider, this condition must be disclosed to the Ordering Officer in the pre-arrival message.

(v) The HS Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier. The cost for all barge inspections will be included in the fee for LINE ITEM XX42AC.

(vi) The HS Contractor shall load the ordered fuel and transport to the ship. The HS Contractor shall transfer the fuel from the fuel barge or truck to the ship. The HS Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

(vii) The HS Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

(viii) Excess Fuel Procedures: Demurrage charges accrue when the entire quantity of fuel ordered cannot be delivered on or before the date and time specified in the fuel order. Demurrage charges do not accrue when fuel cannot be delivered due to the fault of the service provider (e.g. pumping rate of the barge inadequate to deliver fuel within the time specified by the order). See PWS paragraph 3.i. for further details. Pricing of XX42AD is in units of DAY and the compensation covers the daily cost of the barge used to deliver the fuel (regardless of the amount of fuel remaining in the barge). Since the great majority of fueling evolutions are via barge, the price of demurrage by barge should be used vice the demurrage price by truck. All required customs clearances are to be included in item XX42AA, Fee for Acquiring Fuel. If the ship does not offload all of the fuel ordered, the HS Contractor shall store the excess fuel and diligently attempt to sell it as soon as practicable. The HS Contractor shall receive a storage fee (demurrage) for no more than three (3) days. The HS Contractor shall receive a fuel disposal fee on a reimbursable basis upon presentation of vendor invoice for disposal services.

(ix) All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

gg. LINE ITEM XX43 – INCIDENTALS

1. Incidentals: The HS Contractor shall arrange for incidentals using the Online Pricing Application, as further described in Attachment 8 and paragraph 3(o) above. Incidentals are supplies and services not priced on the Schedule of Supplies and Services or Port Tariff schedule that are within the scope of the contract, and are required during the course of the husbanding visit. Historical examples of items ordered that would be considered incidentals are listed at the bottom of each schedule in Attachment 2. Incidentals shall not exceed $50,000.00 per port visit unless prior permission is granted from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. The HS Contractor shall not be separately or additionally compensated for profit or mark-up on the prices of these items or for any other charges or fees associated with acquiring the supplies or services other than the price the HS Contractor pays its supplier for the supply or service except as the HS Contractor chooses to include allowances for any such profit, charges, or fees in the daily price for the Management Services or as part of the process proposed by the HS Contractor for implementation of the Online Pricing Application methodology for offering incidentals at fair and reasonable prices. The HS Contractor shall arrange for incidentals as described below:

   a. Providing supplies and services. At the request of an Ordering Activity, the HS Contractor shall arrange for incidentals that are within the scope of the contract, are not pre-priced on the Schedule of Supplies and Services (Attachment 2), and are required during the course of the husbanding visit. In cases where sub lot line items do not exist under the corresponding lot line item in some lots, but exist under line items in other lots of the Attachment 2 schedules, the Government reserves the right to order these items within the scope of the contract, if required, as incidentals using the online pricing application. The contractor shall conduct necessary market research, contact potential suppliers, obtain price quotations, and, based on the information, provide an estimated price for the supply or service to the Ordering Activity and the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer using the Online Pricing Application. The HS Contractor shall not provide any incidental supplies or services until the HS Contractor and the Ordering Activity or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer agree on a fair and reasonable price for the supplies or services. For non-priced items with extended price less than $25,000, either the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. For non-priced items with an extended price greater than $25,000, only the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. At that point the Ordering Activity shall issue an order to the HS Contractor directing that it provide the supply or service in support of the husbanding visit at the agreed price. For supplies or services having an extended price (unit price multiplied by quantity) over $3,000, the HS Contractor must provide documentation to the Ordering Activity or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer, via the Online Pricing Application, that it has promoted competition to the maximum extent practicable. If the HS Contractor proposes the use of organic assets (HS Contractor-owned assets) at an extended price (unit price multiplied by quantity) over $3,000, the HS Contractor must additionally provide documentation to the Ordering Activity or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer, via the Online Pricing Application, that the price for use of the organic asset does not exceed the price for locally available assets that could be used to otherwise satisfy the requirement. When proposing to use an organic asset, the HS Contractor shall also provide a commercial pricelist, if available, showing the daily or hourly rates, inclusive of all operational and maintenance costs, that the HS Contractor charges other customers for use of the organic assets. Prices charged to the Government shall not be higher than the price for the same or similar services provided to other customers. The HS Contractor's use of the Online Pricing Application in accordance with Attachment 8 will be evaluated based on the criteria established in QASP and agreed upon as part of the HS Contractor's proposed process for determining fair and reasonable prices.

b. All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting Officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

c. Incidentals considered within the scope of this contract are defined at the description of contractual scope, paragraph 10.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		UNDEFINED		UNDEFINED	$0.00

REGION 2 - SE ASIA
FFP
BASE PERIOD: 12 MONTH
SOUTH EAST ASIA (LOTS 16 - 51)
FOR LOT LINE ITEMS, SEE ATTACHMENT 2. THE BASE PERIOD SHALL BE FOR 12 MONTHS. ALL PRICES ARE FOB DESTINATION AND SHALL BE IN U.S. DOLLARS. POP Award plus 30 days.
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AA		4,868,905.45	Dollars, U.S.	$1.00	$4,868,905.45 EST

FFP
Pre-Priced Items for all lots (to be calculated by applying the quoted unit price multiply by the estimated quantites provided in Attachment 2 for both targeted and non-targeted Lots) USD_____
FOB: Destination

MAX NET AMT	$4,868,905.45 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AB		1,850,000	Dollars, U.S.	$1.00	$1,850,000.00 EST

FFP
Port Tariffs for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$1,850,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AC		12,350,000	Dollars, U.S.	$1.00	$12,350,000.00 EST

FFP
Fuel for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$12,350,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AD		2,225,000	Dollars, U.S.	$1.00	$2,225,000.00 EST

FFP
Provisions for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$2,225,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AE		1,250,000	Dollars, U.S.	$1.00	$1,250,000.00 EST

FFP
OOTW
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$1,250,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AF		2,200,000	Dollars, U.S.	$1.00	$2,200,000.00 EST

FFP
Incidentals
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$2,200,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002		UNDEFINED		UNDEFINED	$0.00
OPTION	REGION 2 - SE ASIA FFP OPTION PERIOD 1: 12 MONTH SOUTH EAST ASIA (LOTS 16 - 51) FOR LOT LINE ITEMS, SEE ATTACHMENT 2. THE BASE PERIOD SHALL BE FOR 12 MONTHS. ALL PRICES ARE FOB DESTINATION AND SHALL BE IN U.S. DOLLARS. FOB: Destination PURCHASE REQUEST NUMBER: N4034509RCSG0006				
				MAX NET AMT	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002AA		4,868,905.45	Dollars, U.S.	$1.00	$4,868,905.45 EST
OPTION	FFP Pre-Priced Items for all lots (to be calculated by applying the quoted unit price multiply by the estimated quantities provided in Attachment 2 for both targeted and non-targeted Lots) USD_____ FOB: Destination				
				MAX NET AMT	$4,868,905.45 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002AB		1,850,000	Dollars, U.S.	$1.00	$1,850,000.00 EST

OPTION

FFP
Port Tariffs for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$1,850,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002AC		12,350,000	Dollars, U.S.	$1.00	$12,350,000.00 EST

OPTION

FFP
Fuel for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$12,350,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AD		2,225,000	Dollars, U.S.	$1.00	$2,225,000.00 EST

OPTION

FFP
Provisions for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

NET AMT $2,225,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002AE		1,250,000	Dollars, U.S.	$1.00	$1,250,000.00 EST

OPTION

FFP
OOTW
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT $1,250,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002AF		2,200,000	Dollars, U.S.	$1.00	$2,200,000.00 EST
OPTION					

FFP
Incidentals
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$2,200,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002		UNDEFINED		UNDEFINED	$0.00
OPTION	REGION 2 - SE ASIA FFP OPTION PERIOD 2: 12 MONTH SOUTH EAST ASIA (LOTS 16 - 51) FOR LOT LINE ITEMS, SEE ATTACHMENT 2. THE BASE PERIOD SHALL BE FOR 12 MONTHS. ALL PRICES ARE FOB DESTINATION AND SHALL BE IN U.S. DOLLARS. FOB: Destination PURCHASE REQUEST NUMBER: N4034509RCSG0006				

MAX NET AMT	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002AA		4,868,905.45	Dollars, U.S.	$1.00	$4,868,905.45 EST

OPTION

FFP
Pre-Priced Items for all lots (to be calculated by applying the quoted unit price multiply by the estimated quantities provided in Attachment 2 for both targeted and non-targeted Lots) USD_____
FOB: Destination

MAX NET AMT	$4,868,905.45 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002AB		1,850,000	Dollars, U.S.	$1.00	$1,850,000.00 EST

OPTION

FFP
Port Tariffs for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$1,850,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002AC		12,350,000	Dollars, U.S.	$1.00	$12,350,000.00 EST

OPTION

FFP
Fuel for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT		$12,350,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002AD		2,225,000	Dollars, U.S.	$1.00	$2,225,000.00 EST

OPTION

FFP
Provisions for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT		$2,225,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002AE		1,250,000	Dollars, U.S.	$1.00	$1,250,000.00 EST

OPTION

FFP
OOTW
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$1,250,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002AF		2,200,000	Dollars, U.S.	$1.00	$2,200,000.00 EST

OPTION

FFP
Incidentals
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$2,200,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002		UNDEFINED		UNDEFINED	$0.00
OPTION	REGION 2 - SE ASIA FFP OPTION PERIOD 3: 12 MONTH SOUTH EAST ASIA (LOTS 16 - 51) FOR LOT LINE ITEMS, SEE ATTACHMENT 2. THE BASE PERIOD SHALL BE FOR 12 MONTHS. ALL PRICES ARE FOB DESTINATION AND SHALL BE IN U.S. DOLLARS. FOB: Destination PURCHASE REQUEST NUMBER: N4034509RCSG0006				
				MAX NET AMT	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002AA		4,868,905.45	Dollars, U.S.	$1.00	$4,868,905.45 EST
OPTION	FFP Pre-Priced Items for all lots (to be calculated by applying the quoted unit price multiply by the estimated quantities provided in Attachment 2 for both targeted and non-targeted Lots) USD_____ FOB: Destination				
				MAX NET AMT	$4,868,905.45 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002AB		1,850,000	Dollars, U.S.	$1.00	$1,850,000.00 EST

OPTION

FFP
Port Tariffs for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$1,850,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002AC		12,350,000	Dollars, U.S.	$1.00	$12,350,000.00 EST

OPTION

FFP
Fuel for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$12,350,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002AD		2,225,000	Dollars, U.S.	$1.00	$2,225,000.00 EST

OPTION

FFP
Provisions for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$2,225,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002AE		1,250,000	Dollars, U.S.	$1.00	$1,250,000.00 EST

OPTION

FFP
OOTW
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$1,250,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002AF		2,200,000	Dollars, U.S.	$1.00	$2,200,000.00 EST
OPTION					

FFP
Incidentals
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$2,200,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002		UNDEFINED		UNDEFINED	$0.00
OPTION	REGION 2 - SE ASIA FFP OPTION PERIOD 4: 12 MONTH SOUTH EAST ASIA (LOTS 16 - 51) FOR LOT LINE ITEMS, SEE ATTACHMENT 2. THE BASE PERIOD SHALL BE FOR 12 MONTHS. ALL PRICES ARE FOB DESTINATION AND SHALL BE IN U.S. DOLLARS. FOB: Destination PURCHASE REQUEST NUMBER: N4034509RCSG0006				

MAX NET AMT	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002AA		4,868,905.45	Dollars, U.S.	$1.00	$4,868,905.45 EST

OPTION

FFP
Pre-Priced Items for all lots (to be calculated by applying the quoted unit price multiply by the estimated quantities provided in Attachment 2 for both targeted and non-targeted Lots) USD_____
FOB: Destination

MAX NET AMT	$4,868,905.45 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002AB		1,850,000	Dollars, U.S.	$1.00	$1,850,000.00 EST

OPTION

FFP
Port Tariffs for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$1,850,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002AC		12,350,000	Dollars, U.S.	$1.00	$12,350,000.00 EST

OPTION

FFP
Fuel for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT		$12,350,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002AD		2,225,000	Dollars, U.S.	$1.00	$2,225,000.00 EST

OPTION

FFP
Provisions for all lots
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT		$2,225,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002AE		1,250,000	Dollars, U.S.	$1.00	$1,250,000.00 EST

OPTION

FFP
OOTW
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$1,250,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002AF		2,200,000	Dollars, U.S.	$1.00	$2,200,000.00 EST

OPTION

FFP
Incidentals
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0006

MAX NET AMT	$2,200,000.00 (EST.)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0003	N/A	N/A	N/A	Government
0003AA	N/A	N/A	N/A	Government
0003AB	N/A	N/A	N/A	Government
0003AC	N/A	N/A	N/A	Government

0003AD	N/A	N/A	N/A	Government
0003AE	N/A	N/A	N/A	Government
0003AF	N/A	N/A	N/A	Government
1002	N/A	N/A	N/A	Government
1002AA	N/A	N/A	N/A	Government
1002AB	N/A	N/A	N/A	Government
1002AC	N/A	N/A	N/A	Government
1002AD	N/A	N/A	N/A	Government
1002AE	N/A	N/A	N/A	Government
1002AF	N/A	N/A	N/A	Government
2002	N/A	N/A	N/A	Government
2002AA	N/A	N/A	N/A	Government
2002AB	N/A	N/A	N/A	Government
2002AC	N/A	N/A	N/A	Government
2002AD	N/A	N/A	N/A	Government
2002AE	N/A	N/A	N/A	Government
2002AF	N/A	N/A	N/A	Government
3002	N/A	N/A	N/A	Government
3002AA	N/A	N/A	N/A	Government
3002AB	N/A	N/A	N/A	Government
3002AC	N/A	N/A	N/A	Government
3002AD	N/A	N/A	N/A	Government
3002AE	N/A	N/A	N/A	Government
3002AF	N/A	N/A	N/A	Government
4002	N/A	N/A	N/A	Government
4002AA	N/A	N/A	N/A	Government
4002AB	N/A	N/A	N/A	Government
4002AC	N/A	N/A	N/A	Government
4002AD	N/A	N/A	N/A	Government
4002AE	N/A	N/A	N/A	Government
4002AF	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0003	N/A	N/A	N/A	N/A
0003AA	N/A	N/A	N/A	N/A
0003AB	N/A	N/A	N/A	N/A
0003AC	N/A	N/A	N/A	N/A
0003AD	N/A	N/A	N/A	N/A
0003AE	N/A	N/A	N/A	N/A
0003AF	N/A	N/A	N/A	N/A

1002	N/A	N/A	N/A	N/A
1002AA	N/A	N/A	N/A	N/A
1002AB	N/A	N/A	N/A	N/A
1002AC	N/A	N/A	N/A	N/A
1002AD	N/A	N/A	N/A	N/A
1002AE	N/A	N/A	N/A	N/A
1002AF	N/A	N/A	N/A	N/A
2002	N/A	N/A	N/A	N/A
2002AA	N/A	N/A	N/A	N/A
2002AB	N/A	N/A	N/A	N/A
2002AC	N/A	N/A	N/A	N/A
2002AD	N/A	N/A	N/A	N/A
2002AE	N/A	N/A	N/A	N/A
2002AF	N/A	N/A	N/A	N/A
3002	N/A	N/A	N/A	N/A
3002AA	N/A	N/A	N/A	N/A
3002AB	N/A	N/A	N/A	N/A
3002AC	N/A	N/A	N/A	N/A
3002AD	N/A	N/A	N/A	N/A
3002AE	N/A	N/A	N/A	N/A
3002AF	N/A	N/A	N/A	N/A
4002	N/A	N/A	N/A	N/A
4002AA	N/A	N/A	N/A	N/A
4002AB	N/A	N/A	N/A	N/A
4002AC	N/A	N/A	N/A	N/A
4002AD	N/A	N/A	N/A	N/A
4002AE	N/A	N/A	N/A	N/A

4002AF N/A N/A N/A N/A

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.212-4	Contract Terms and Conditions--Commercial Items	MAR 2009
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-36	Payment by Third Party	MAY 1999

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

__X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

__(4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (7) [Reserved].

___ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

___ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

___ (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

_X__ (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).

___ (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of theVietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) .

___ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

__X_ (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X__ (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any

shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1)in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award** through **contract expiration .**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $3000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single line item in excess of $1,220,000; or
(2) Any order for a combination of items in excess of $7,000,000; or
(3) A series of orders from the same ordering office within one (1) day that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any combination of orders exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 days beyond the expiration of the contract.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at any time prior to the extension of the contract.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration of the contract, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

52.228-10 VEHICULAR AND GENERAL PUBLIC LIABILITY INSURANCE (APR 1984)

(a) The Contractor, at the Contractor’s expense, agrees to maintain, during the continuance of this contract, all insurance required by the host country in which the Contractor is performing. At a minimum, this insurance shall

include vehicular liability and general public liability insurance with limits of liability for (1) Bodily injury of not less than $1,000,000 for each occurrence and (2) Property damage of not less than $1,000,000 for each accident.

(b) The Contractor, at the Contractor's expense, agrees to maintain, during the continuance of this contract, vessel collision liability, and, protection and indemnity liability insurance in the amount of $1,000,000 per (Government) vessel or for any one incident.

(c) The Contractor also agrees to maintain worker's compensation and other legally required insurance with respect to the Contractor's own employees and agents.

(d) Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interests shall not be effective for 30 days after the insurer or the Contractor gives written notice to the Contracting Officer.

Limited Risk of Loss

(a) The Contractor shall not be liable under this contract for any loss suffered by the U.S. Government including, but not limited to, loss, destruction of, or damage to, Government property or for expenses incidental to such loss, destruction, or damage, except as provided in paragraph (b).

(b) The contractor shall be responsible for loss to the U.S. Government including, but not limited to, loss, destruction of, or damage to, Government property under this contract (including expenses incidental to such loss, destruction, or damage) that results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater, or
(1) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement; or
(2) For which the Contractor is otherwise responsible under the express terms of this contract; or
(3) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(c) Nothing in this clause or in this contract shall preclude or limit recovery by the U.S. Government from a subcontractor or a subcontractor's insurer for any loss suffered by the U.S. Government including, but not limited to, loss, destruction of, or damage to, Government property caused by the subcontractor, its employees or agents.

52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disput resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses http://acquisition.gov/comp/far/index.html
DFAR Clauses http://www.acq.osd.mil/dpap/dars/dfars/index.htm

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUL 2009)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

__X_ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ___252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) ____ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ____ 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

(9) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11) ____ 252.225-7021, Trade Agreements (JUL 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(12) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (JUL 2009) of 252.225-7036.

(15) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) ____ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) _X___ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(22)____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(23)(i) _X___ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(24) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.216-7003 ECONOMIC PRICE ADJUSTMENT--WAGE RATES OR MATERIAL PRICES CONTROLLED BY A FOREIGN GOVERNMENT (JUNE 1997)

(a) The Contractor represents that the prices set forth in this contract--

(1) Are based on the wage rate(s) or material price(s) established and controlled by the Government of_____(Offeror insert name of host country); and

(2) Do not include contingency allowances to pay for possible increases in wage rates or material prices.

(b) If wage rates or material prices are revised by the government named in paragraph (a) of this clause, the Contracting Officer shall make an equitable adjustment in the contract price and shall modify the contract to the extent that the Contractor's actual costs of performing this contract are increased or decreased, as a direct result of the revision, subject to the following:

(1) For increases in established wage rates or material prices, the increase in contract unit price(s) shall be effective on the same date that the government named in paragraph (a) of this clause increased the applicable wage rate(s) or material price(s), but only if the Contracting Officer receives the Contractor's written request for contract adjustment within 10 days of the change. If the Contractor's request is received later, the effective date shall be the date that the Contracting Officer received the Contractor's request.

(2) For decreases in established wage rates or material prices, the decrease in contract unit price(s) shall be effective on the same date that the government named in paragraph (a) of this clause decreased the applicable wage rate(s) or material price(s). The decrease in contract unit price(s) shall apply to all items delivered on and after the effective date of the government's rate or price decrease.

(c) No modification changing the contract unit price(s) shall be executed until the Contracting Officer has verified the applicable change in the rates or prices set by the government named in paragraph (a) of this clause. The Contractor shall make available its books and records that support a requested change in contract price.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause of this contract.

(End of Clause)

252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all—

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States

Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting officer.

(End of clause)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUNE 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

(End of clause)

252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless—

(1) Approved in writing by the Contracting Officer;

(2) Made in accordance with the laws and regulations of the United States of America; and

(3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract of any plans, specifications, or other similar documents relating to work under this contract, if marked “Top Secret,” “Secret,” or “Confidential” be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall—

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

OTHER CLAUSES REGIONAL

52.237-7023 Continuation of Essential Contractor Services

(a) The Contracting officer has identified all or a portion of the contractor services provided under this contract as essential contractor services in support of mission essential functions. The contractor-provided services that have been determined to be essential contractor services in support of mission essential functions are listed in the Performance Work Statement LINE ITEM XX40 Operations Other Than War.

(b) The contractor shall have a plan after award of this contract or incorporation of this clause in a contract by modification, for continuing the performance of essential contractor services identified in (a) above during a crisis.

(1) The Contractor shall identify in the plan provisions made for the acquisition of necessary personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) The plan must, at a minimum, address-

(i) Challenges associated with maintaining contractor essential services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of necessary personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home; and

(iv) Any established alert and notification procedures for mobilizing identified “essential contractor service” personnel, and

(v) The approach for communicating expectations to the contractor employees regarding their roles and responsibilities during a crisis.

(c) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption. In the event the contractor anticipates not being able to perform due to any of the clauses enumerated in the excusable delay clause of this contract, the Contractor shall notify the Contracting Officer

or other designated representative as expeditiously as possible and use its best efforts and cooperate with the Government's efforts to maintain the continuity of operations.

(d) The Government reserves the right in such crisis situations to use federal employees of other agencies or contract support from other contractors or to enter into new contracts for essential contractor services. Any new contracting efforts would be conducted in accordance with OFPP letter, "Emergency Acquisitions" May 2007 and FAR and DFARS Subparts 18 and 218 respectively or any other subsequent emergency guidance issued.

(e) This clause shall be included in subcontracts for the essential services.

OTHER CLAUSES

OC-1 Invoices and Payments

(a) Invoice Content

The Contractor shall submit to the ordering officer an invoice that lists all the costs incurred by the ship under the contract during the port visit. The contractor's invoice shall list items priced under this contract and include subcontractor invoices for all other items not priced in the contract. All invoices submitted shall have all supporting documentation (i.e. trash and CHT certificates, delivery tickets signed by ship's personnel, with a legible signature and printed name and rank, port tariff invoices, invoices for items not pre-priced in the contract, and any other documentation that the supplies/services have been delivered and accepted) and must be submitted in accordance with the paragraph below. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from or on-loaded to the ship. **All items listed on the invoices must be detailed as to quantity, contract unit of issue and unit price. Lump sum entries will not be accepted**.

The Contractor shall keep copies of all documentation submitted to the ship for each visit for all supplies and services rendered and quantities invoiced. The Contractor shall keep a copy of all such documentation in one place that will be indicated to the Contracting Officer at the time of contract award. NAVSUP Fleet Logistics Center Yokosuka and its sites' contracting personnel may examine these files at any time during the performance of this contract.

The invoices must be easily identifiable as original (i.e. original signature or stamped as ORIGINAL). If an electronic invoice is authorized, the Contractor must certify on the invoice that it is the first time that the invoice is submitted. If the original invoice has been lost, a copy of the invoice may be submitted. This invoice must be marked as "DUPLICATE COPY" and a signed and dated statement with a contractor's stamp must be made on the duplicate invoice confirming that payment has not been received.

Each invoice must include—

(1) Name and address of the Contractor;
(2) Invoice number and date issued;
(3) Contract number, Contract Line Item Number, Lot Line Item and , if applicable, the Order Number;
(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(5) If appropriate, the shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on a Government bill of lading;
(6) Terms of any prompt payment discount offered;
(7) Name and address of the official to whom payment is to be sent;
(8) Name, title, and phone number of the person to be notified in the event of a defective invoice;
(9) Supporting documentation (i.e. trash and CHT certificates, delivery tickets signed by the ship's personnel, with a legible signature and printed name and rank, and any other documentation that the supplies/services have been delivered and accepted);

(10) The invoice must be correct and complete and without handwritten figures.
(11) Electronic funds transfer (EFT) information.

The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g. FAR 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration), or applicable agency procedures.

EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

If an item is not included on the original invoice, a supplemental invoice shall be issued with the same number followed by alpha suffix (e.g. Invoice No. 0001/03-A). The same requirements for submittal of the original invoice apply to the supplemental invoice.

If an invoice for an item is not available prior to the ship's departure (e.g. cell phone charges, port tariff items, port dues, etc.), the item shall be listed on the invoice with the words "TO BE DETERMINED (TBD)". Once the invoice has been received and the exact amount is known, the Contractor shall issue a supplemental invoice (with all supporting documentation attached) as "FINAL" for the final payment. TBD invoices shall not be paid until a 'FINAL' invoice is submitted.

It is the Contractor's responsibility to verify with port authorities and concessionaires that there are no pending charges prior to the ship's departure. This is to avoid any possible future invoices that may be submitted for unknown services to the U.S. Government.

When preparing an invoice the term "Miscellaneous" or any similar type description should be avoided. If this is not possible and the Contractor must use the term "Miscellaneous" when submitting an invoice, the Contractor shall provide a detailed list of items purchased and item prices on the invoice.

Invoices not in compliance with these instructions are not considered to be proper invoices and may be rejected.

(b) Invoice Submission

The invoice must be submitted to the listed activities in the following order:

(1) To the ship's Supply Officer or his designated representative one day prior to its sailing date. In the event the Contractor is unable to present any invoice to the ordering ship for payment prior to the departure of the ship, the Contractor shall submit invoices and attempt to obtain payment at the ship's next port of call before the ship leaves the Region.

(2) If unsuccessful, to the Administrative Contracting Officer. In the event the Contractor is unable to present any invoice to the ordering ship prior to its departure from the Region, the invoice must be promptly submitted to the ACO assigned at the time of contract award for each region for payment through DFAS Yokota. In no case should the invoice be submitted beyond 90 days after the ship's departure from the port. The Disbursing Officer will annotate the date the invoices are received for the purpose of calculating any interest due. An exception to the 90-day limit will be given only for charges made by the port authorities or concessionaires, or the host nation authorities, including military authorities. It is the Contractor's responsibility to verify that there are no pending charges and to obtain the invoices from these authorities no later than six months after the ship's departure.

(3) Alternatively, whenever a non-Navy ordering authority orders services under the contract, the Contractor shall submit invoices and all supporting documents to that ordering activity.

(c) Payment of Invoices

Payments under this contract will be made in accordance with the clause FAR 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003).

Payment will be made after delivery and acceptance of supplies or performance and acceptance of services.

"Acceptance" means the act of an authorized representative of the Government by which the Government, for itself or as an agent of another, assumes ownership of existing identified supplies tendered or approves specific services rendered as partial or complete performance of the contract (from FAR 46.101 Definitions).

Bill payment shall be disbursed through one of the following methods, check, purchase card, submission of invoices to a Defense Finance and Accounting Command (DFAS) via regular mail or electronically through Wide Area Work Flow (WAWF).

The Contractor shall present to the ordering officer or SUPPO all pricing that is firm and finalized one-day prior to the ship's sailing or the ordering activity departure. At that time, the Contractor shall relay any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for these functions shall be the ordering officer or the ordering officer's designated representative. In addition, the Contractor shall present all documentation and invoices from other Contractors subject to provision of services under this contract.

The Contractor shall obtain a signed delivery order (DD 1155) to verify that the services were received and that charges presented in the port visit cost reporting program are correct for payment. This may be accomplished via email from the Ordering Officer or the SUPPO of the ship. The ordering officer shall pay for all supplies and services accepted during the period of performance by one of the aforementioned methods of payment.

In the absence of a delivery order, forward invoices and all documentation regarding inspection and acceptance of supplies and services by the ship's representative with appropriate accounting data to the Administrative Contracting Office.

(d) The Government will not make direct payments of VAT to the host nation nor will it withhold taxes, including VAT, from invoices for orders that are submitted to the husbanding services contractor by the Government. Payment of appropriate taxes required as part of conducting business in the specific country at which a port visit takes place are a responsibility of the husbanding services contractor. Offerors are further directed to FAR 52.229-6, Taxes-Foreign Fixed-Price Contracts (JUN 2003), which is included in the solicitation.

OC-2 Indemnity (Government Negligence Excepted)

The Contractor shall indemnify and hold the Government harmless in connection with any loss or liability from damage to or destruction of property (including Government furnished property) or from injuries to or death of persons (including the agents and employees of both parties) if such damage, destruction, injury, or death arises out of, or is caused by performance of work under this contract, unless such damage, destruction, injury, or death is caused solely by the negligence of the Government's employees, agents, or representatives. The Contractor agrees to include this clause, appropriately modified, in all subcontracts to be performed in the port areas covered under this contract in whole or in part.

OC-3 Activities Authorized to Place Orders (NAVSUP Fleet Logistics Center Yokosuka)

(a) Pursuant to the clause entitled "Ordering", the following activities are authorized to place orders:

(1) Authorized ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port
(2) Any NAVSUP Fleet Logistics Center Yokosuka (including sites/detachments) warranted Contracting Officer or their authorized ordering officers
(3) Authorized Military Sealift Command personnel
(4) Authorized U.S. Coast Guard ship Supply Officers

(b) Although these activities are responsible for issuing and administering any orders placed hereunder, no authority to modify any provision of this contract is granted. Any proposed deviation from contract terms must be submitted to the Contracting Officer.

(c) The Contractor shall coordinate and pass orders from the ordering activity, to include transmission via fax or email, to other contractors holding U.S. Government contracts for various supplies and services, as required. This coordination and passing orders includes all necessary actions to facilitate the acceptance of supplies or services ordered under Government contracts.

OC-4 Reserved

OC-5 Oral Orders (Indefinite Delivery Contracts)

(a) Oral orders may be placed provided the following conditions are met:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.
(2) The Contractor will furnish to the ordering officer with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date the order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.
(3) Invoices for supplies or services furnished to the ordering officer in response to oral orders will be accompanied with a document verifying receipt.
(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the contractor.

(b) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

OC-6 Cancellation of Orders

(a) Unless otherwise provided herein, in the event an order or portion of an order is cancelled prior to the number of days specified for the 'Port Minimum Order lead Time' for each lot in the Attachment 2 schedules, the U.S. Government will not be liable for any charges. For any order, or portion of an order, not cancelled prior to the number of days specified for the 'Port Minimum Order lead Time' for each lot in the Attachment 2 schedules, the Ordering activity shall be responsible for any termination costs in accordance with paragraph (h) entitled "Termination for the Government's Convenience" of the clause entitled "Contract Terms and Conditions – Commercial Items". Any disagreements shall be subject to the Disputes clause of the contract.

(b) The Contractor shall take all necessary steps to mitigate any damages or termination costs.

(c) Deleted

OC-7 Issuance of Orders

(a) Orders may be issued and confirmed orally, or by telephone, or by facsimile, or by electronic mail, or by a Logistics Requirements (LOGREQ) message or by any other means available.

(b) The LOGREQ message is not an order for non-priced items until priced by the contractor and confirmed by an authorized ordering officer. For non-priced items with extended cost less than $25,000, either the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. For non-priced items with an extended cost greater than $25,000, only the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. When the contractor submits its invoice for payment, the contractor shall provide evidence that the portion of the LOGREQ ordering non-priced items was confirmed by the Ordering Officer or Contracting Officer as appropriate.

(c) The Order may be passed to the contractor by any method identified in paragraph (a) above by a United States Defense Attache' Office, United States Embassy or Consulate, United States Navy Liaison Officer, a United States Navy Logistics Support Office, or by an Ordering Officer.

OC-8 Workers' Compensation Insurance (Defense Base Act) (Apr 1984)

The Contractor shall:

(a) Provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, *et seq.*) requires; and

(b) Continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

OC-9 Possible Use of Government Property

In the event that the Contractor is required to use Government property or equipment, the Contractor shall be responsible for all loss or damage to, or the destruction of, Government property or equipment in its possession. The Contractor shall not be responsible for damage due solely to normal wear and tear.

OC-10 Host Country Agreements

The HS Contractor shall not be reimbursed, paid, or otherwise compensated for any port use charges, fees, dues or similar costs at ports at which existing host country agreements exempt vessels of the United States from such charges, fees, or dues. This restriction applies regardless of whether requirements that involve such port use charges, fees, or dues, such as requirements for dockage and wharfage space or fleet landing space, are ordered under a specific contract line item or through the contract's provisions for ordering otherwise unspecified supplies and services. See additional information at Attachment (19).

Notwithstanding the paragraph above, the contracting officer or an authorized government official may direct the Husbanding Service Contractor to request that the appropriate local authority provide items from which an agreement exempts payment by vessels of the United States such as Dockage and Wharfage space or Fleet Landing space at a port for the U.S. Government's use at no cost to the U.S. Government. If the Husbanding Service Contractor receives a response that the requested Dockage and Wharfage space or Fleet Landing space is available for use by the U.S. Government at no cost to the U.S. Government, the Husbanding Service Contractor shall reserve or otherwise arrange for use of the space and notify the contracting officer or authorized government official that directed the Husbanding Service Contractor to submit the request. If the Husbanding Service Contractor receives a negative response from the cognizant authority, thereby indicating that there is a cost or expense associated with use of the space by the U.S. Government, the Husbanding Service Contractor shall notify the contracting officer or authorized government official that directed the Husbanding Service Contractor to submit the request. The Husbanding Service Contractor shall perform and be compensated for the tasks included in this paragraph as part of its responsibilities under the Management Services LINE ITEM.

OC-11 Ordering

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award to the final day of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) Deleted

(d) Items marked as 'TBD' or 'PT' are items whose price cannot be determined in advance and/or depend on the level of usage. Prices for these items cannot, therefore, be pre-priced. PT items will be reimbursed at cost to the husbanding service provider without additional markup. Pricing for all items not pre-priced, other than PT items, shall be arranged using the Online Pricing Application terms described in Attachment 8.

(e) The contractor shall perform all orders that are issued prior to the number of days specified for the 'Port Minimum Order lead Time' for the corresponding lot in the Attachment 2 schedules before the start of the port visit. If orders are issued that provide less than the number of days specified for the 'Port Minimum Order Lead Time' for the corresponding lot in the Attachment 2 schedules before the start of the port visit, the contractor shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

ATTACHMENTS

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(20) Government Material Available for Use

ATTACHMENT 1

SHIP CLASSIFICATIONS (DESCRIPTION OF U.S. NAVY SHIPS BY CLASS AND TYPE)

The following are Ship Classifications:

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	70
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360
Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854
Class IV					
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805

LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082
T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276
T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

Displacement is expressed in tons and represents fully loaded displacement.

The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

Attachment 2 – Schedules (See separate attached regional spreadsheets)

Attachment 3 – Historical Port Visit Data (See attached historical data files)

Attachment 4 - PAST PERFORMANCE MATRIX

A. CONTRACT NO. AND TYPE	B. CUSTOMER	C. DESCRIPTION OF SERVICE AND PERIOD OF PERFORMANCE	D. DOLLAR VALUE OF CONTRACT	E. DESCRIBE RELEVANCE OF THE CONTRACT TO THE PROPOSED CONTRACT	F. IDENTIFY ANY QUALITY, DELIVERY OR COST PROBLEMS IN PERFORMING THE CONTRACT. DESCRIBE CORRECTIVE ACTION AND ITS EFFECTIVENESS

NOTE: Additional pages may be used, but needs to follow the format of this form.

Attachment 5 - PAST PERFORMANCE
REFERENCE INFORMATION SHEET

THE FOLLOWING ADDITIONAL INFORMATION SHALL BE PROVIDED FOR AT LEAST THREE (NOT MORE THAN FIVE) CONTRACTS LISTED ON THE PAST PERFORMANCE MATRIX.

1. CONTRACT NO:
2. NAME AND ADDRESS OF THE CUSTOMER FOR WHICH THE CONTRACT WAS PERFORMED
3. NAME OF CUSTOMER'S POINT(S) OF CONTACT WITH DIRECT KNOWLEDGE OF THE CONTRACT
4. COMPLETE TELEPHONE NUMBER(S) (WITH COUNTRY AND CITY CODE)
5. FAX NUMBER (WITH COUNTRY AND CITY CODE)
6. INTERNET E-MAIL ADDRESS

Note to Offerors: Ensure that phone/Fax/E-Mail numbers that you provide are/have been called and verified by your company prior to sending and that they are <u>legible</u>. Please bear in mind that faxing handwritten numbers often blurs them.

<u>Attachment 6 – PWS (See PWS section of contract above)</u>

Attachment 7 - Performance Work Statement (PWS) for Force Protection

CLIN XX12 - FORCE PROTECTION SERVICES AND SUPPLIES

(a) Only the ship's Commanding Officer, the ship's Supply Officer, or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer is authorized to order Force Protection (FP) services under this contract. If any other activity or individual attempts to order FP services (e.g., NCIS, DAO, etc), the Husbanding Service (HS) Contractor is required to immediately inform the ship and receive a proper order prior to beginning performance of these services.

(b) The HS Contractor is responsible for providing or coordinating listed FP services as part of their Husbanding Services under Lot Line Item XX01 and XX02. The HS Contractor shall develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HS Contractor must coordinate all aspects of FP planning and services with Port Authorities, host nation agencies, and U.S. Embassy security staff. If the host nation is supplying FP assets the HS Contractor must verify they are available and are scheduled to show up on time.

(c) The HS Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer. The HS Contractor shall not add any requirements without prior approval.

(d) The HS Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. The HS Contractor must explain what the added FP service will include and why it has been requested. The NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HS Contractor will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

(e) FP is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, having the objective of improving security to personnel and ships while in port. FP services or supplies may be provided by the host nation at no cost or may be billed at the public tariff rate. The HS Contractor is required to verify what services will be provided by the host nation. For the services that cannot be provided by the host nation, the HS Contractor is required to arrange these services by obtaining them from commercial sources at the prices indicated in the pricing schedule.

(f) The HS Contractor shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HS Contractor's written policy shall describe the required measures to protect ship schedule information.

(g) The HS Contractor shall provide as many services identified below as ordered by the ship or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. These services do not include other related services not listed, but may be required and separately ordered to attain a higher level of security in a port.

(h) Personnel providing force protection services must be responsive to instructions from the ship. This does not authorize force protection personnel to violate any local regulations, any Port Authority ordinances, or local decrees.

The equipment and material used for the force protection services will be inspected by the ship's force to ascertain that they meet force protection requirements.

(i) Access Points: The HS Contractor shall establish a single entry and exit point to the pier area.

(j) Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

(k) Personnel Identification: The HS Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

(l) Background Checks: The HS Contractor shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations. The HS Contractor shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers. The HS Contractor shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The HS Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing. In addition, the HS Contractor will be required to provide vetting services for third party contractors such as DESC contractors.

(m) Access Lists: The HS Contractor shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

(n) Inspections: The HS Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

(o) Stand-Off Distances:

Objects: To the maximum extent practicable the HS Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

Unloading Zones: To the maximum extent practicable the HS Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship.

Warning Signs: The HS Contractor shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

Sign Specifications:
- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area, Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

(p) The unit price for force protection services shall include all costs associated with providing transportation, mobilization/installation and demobilization/de-installation, or arranging the requested services below unless the transportation, mobilization/installation and demobilization/de-installation is identified as a separate Lot Line item number. The HS Contractor's invoice shall set forth the unit of issue identified for each service, total quantity ordered for each service, unit price, and the total price.

(q) The force protection services that the ships may order are:

(1) Jersey-type security barriers and CONEX box barriers capable of stopping a vehicle (automobile). (Price per meter per day)

(i) Concrete barriers
(ii) Water filled barriers (completely filled with water). Price must include water.
(iii) CONEX box barriers.

Mobilization, installation and demobilization will be billed under a separate contract line item number.

The HS Contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used as well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zigzag patterns to control the speed of access.

A personnel entry point must be established through the barriers. Barriers may also be used to seal off secondary Port gates. All barriers must be placed prior to a ship's arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

(2) Armed or unarmed security guard to control vehicle and personnel access to pier. (Price per guard per hour) Must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival.

The HS Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas. The HS Contractor shall comply with Attachment 14 for security guard operations.

Sub Lot Line Item XX12AB shall not be ordered where private, armed security guards are contrary to host nation law or regulation. In such cases, sub lot line item XX12AC, XX12AD, or XX12AE shall be substituted and the Ordering Activity notified at the time of the order.

(3) Floating Line of Demarcation (FLD) at pierside, equipped with anchors and lighting (for night visibility). (Price per meter per day) The floating FLD must be anchored at least 30 meters from ship. Oil booms are acceptable. Mobilization, installation and demobilization will be billed under a separate contract line item number.

The HS Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering.

The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers but is to help identify a safe standoff zone. The HS Contractor shall comply with the specification of the FLD in Attachment 12.

(4) Unarmed and manned picket boat or waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities. Continuous coverage is required for the period of performance ordered by the ship or by the Contracting Officer. (Price per patrol craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

The HS Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone. The HS Contractor shall comply with Attachment 13 for picket boat operations and specifications.

(5) Unarmed and manned motorized patrol craft, approximately 5-10 meters in length, with own radio to communicate with ship and local authorities, to escort ship from pilot pickup point to mooring location. (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(6) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities, on call (available within 15 minutes). (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(7) Tire-shredding strips, equipped with metal spikes, to be placed across the entry to pier access. (Price per one strip per day) The strips shall be capable of disabling a vehicle, which drives over the strips in the wrong direction. Strips shall be at least one meter in length.

(8) Metal pedestrian-control fences (perimeter fences). (Price per 2x2 meters fence per day) The fences shall be at least two (2) meters high, two (2) meters wide, and sturdy enough to withstand wind and other inclement weather.

The HS Contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the HS Contractor will provide portable chain link fencing with vehicle and walk up entrances.

The perimeter fence provided by the HS Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved
Entry Point: Entry available for vehicles and personnel.

(9) Portable fluorescent lighting capable of illuminating 300 meters by 100-meter area. (Price per portable unit per day) The HS Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port's installed lighting is

not sufficient. Lights may be positioned on the pier or onboard the ship. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

(10) Weather resistant guard shacks, capable of holding at least two persons. Guard shack shall be enclosed, and shall have, at a minimum, one door and one window. (Price per unit per day)

(11) Hand held metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(12) Walk-through metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(13) Trained metal detector operators. (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(14) Hand held explosives detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(15) Walk-through explosive detector, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(16) Trained explosives detector operators. (Price per hour per operator) Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(17) X-ray baggage scanning machines, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(18) Trained X-ray baggage scanning operators. (Price per hour per operator) Operators shall search host national baggage. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities. Equipment shall be manned by professionally trained operator to operate the equipment 24 hours a day.

(19) Explosives disposal-trained diving services capable of inspecting pier before ship arrival. Must have obtained all applicable licenses and/or certifications from host nation prior to diving. (Price per hour)

(20) Battery operated bullhorns, new batteries included. (Price per unit per day)

(21) Sturdy tables with dimensions of at least two (2) meters long and one (1) meter wide, with four folding chairs. (Price per unit per day)

(22) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and open on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(23) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and closed on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(24) 800 MHz radios. Must be in excellent condition, and battery operated, with batteries included. (Price per unit per day).

(25) The HS Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ship's personnel while performing security checks on personnel, baggage, and vehicles. The office or tent will be large enough to accommodate a minimum of five (5) people. The tents shall have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The HS Contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 LB, CO2 fire extinguisher shall be provided and kept fully charged. (Price per unit per day)

(26) The HS Contractor shall provide two-way radio sets capable of communicating with the ship, picket boats and to the shore patrol designated individuals. (Price per set per day)

(27) The HS Contractor shall provide an under carriage vehicle scanner to scan vehicle undercarriages. (Price per unit per day)

(28) Dive and Vetting: The HS Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities. The pier will be vetted prior to the ship's arrival. To the maximum extent practicable the HS Contractor shall inspect all watercraft at least 400 feet (125 meters) from the ship. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel. The HS Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in picket boats. (Per team per hour, minimum four (4) hours)

Attachment 8 - Performance Work Statement (PWS) for Cost Reporting

LINE ITEM XX32AA – COST REPORTING

A. Pre-arrival Cost Estimate Report

(1) The Contractor shall prepare an Initial Cost Estimate Report (referred to in this solicitation as the 'pre-arrival cost estimate') in response to all orders issued to the Contractor by any method identified under "ISSUANCE OF ORDER" in Contract Terms and Conditions – Commercial Items. The orders will be provided to the Contractor by ships, activities and individuals identified in the contract. The Initial Cost Estimate will include estimated prices for all items ordered. It will not be sufficient to simply state that the estimated price is "per contract" or "per Port Tariff".

(2) The Contractor shall send the Initial Cost Estimate Report by email to the requiring customers authorized to use this contract and to the and to the email address specified at the time of contract award for each region within **48 hours** after receipt of the LOGREQ/order. In the situation where the Contractor receives the logreq with less than two working days prior to the arrival of the ship, the Contractor shall make every effort possible to provide the cost estimate prior to the ship's arrival, but in no case, more than 48 hours after receipt of the LOGREQ.

(3) Any changes to an Initial Cost Estimate Report shall be forwarded by email to the requiring customers authorized to use this contract and to the email address specified at the time of contract award for each region .

(4) These estimates shall be provided to any other requiring customers authorized to use this contract based on the customer's request.

(5) In addition to the initial cost estimate, the Contractor shall provide any additional information and respond to the activity authorized to act on behalf of the ship, such as the Port Services office or the DAO.

B. LogSSR Reporting

The Contractor shall fully participate in the use of the Logistics Support Services Repository (LogSSR) web-based system. LogSSR replaces all previously used reporting processes such as legacy web-based systems like Cost Reporting and Forecasting Tool (CRAFT).

Upon award, the Contractor shall utilize the LogSSR to submit all reports and documentation related to the ship's visit. LogSSR can be accessed through the NAVSUP One Supply website at https://www.navsup.navy.mil/onesupply, redirected through www.navsup.navy.mil/logssr or directly at the official website of https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(1) LogSSR access and input.

(a) At the start of the contract period of performance, the Contractor shall enter the final itemized port cost information directly into the LogSSR database (Actual Cost Report) and email all corresponding documentation (Initial Cost Estimate Report, final invoices, and supporting documentation required by the contract). External Certification Authority Public Key Infrastructure (ECA PKI) is not required for entry, but no access to the contractor's information is accessible unless obtaining an ECA PKI.

(b) Contractors can obtain access to their submissions by obtaining an ECA PKI per the NAVSUP One Supply guidelines and requesting access through the website. Information can be obtained through the LogSSR website at https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(2) LogSSR functionality.

(a) This system is designed to gather all reports and documentation related to the ship's visit, beginning with the Initial Cost Estimate (referred to in this solicitation as the 'pre-arrival cost estimate') to the Actual Cost Report. All supporting documentation will be submitted by email to navsup_hq_logssr@navy.mil in PDF format (Adobe Acrobat) when the port visit information is entered into LogSSR. Although the pre-arrival cost estimate is a separate reporting requirement, a copy of this report shall also be submitted as part of the Actual Cost Report documentation described in paragraph (b) below. The Documentation is discussed below:

(b) Actual Cost Report:

(1) The Contractor shall create the Actual Cost Report in the LogSSR website directly, **within seven calendar days from completion of the ship's visit** . The contractor shall also send a copy of the order (i.e. SF 1155 or 1449), a copy of any Initial Cost Estimates, a copy of the logreq, and all the contractor's invoices and supporting documentation required by the contract as PDF files to theLogSSR email address of **navsup_hq_logssr@navy.mil** and to the email address specified at the time of contract award for each region concurrent with the creation of the Actual Cost Report in LogSSR.. The Contractor shall identify the line items as actual or estimated. This option is for those line items where the Contractor has not received the actual invoice before the ship leaves port, i.e. telephone bills. The Contractor shall include all port costs paid by each ship for which the Contractor provides husbanding services. The term "port costs" includes all supplies or services identified

in the section of the contract titled, SUPPLIES/SERVICES AND PRICES, supplies or services furnished under another NAVSUP Fleet Logistics Center Yokosuka or its sites' contract, and any other charge paid by the ship during the port visit.

(2) For ships that do not have payment capabilities, the Contractor shall send the signed DD Form 1155, invoices and the additional documents required clearly indicating that a payment is pending to the and to the email address specified at the time of contract award for each region and to the LogSSR email address of **navsup_hq_logssr@navy.mil.**

(3) Any changes to an Actual Cost Report (i.e. finalize the charges made on an estimated amount) shall be forwarded by e-mail to and to the email address specified at the time of contract award for each region and to **navsup_hq_logssr@navy.mil** email account as PDF file within seven calendar days of the change. The NAVSUP Fleet Logistics Center Yokosuka, Site Singapore contracting office will update changes to the LogSSR.

(4) The Actual Cost Report and supporting documentation will be visible in the LogSSR website by the government personnel with validation authority. Final reports of an HSP representative can be accessed through the website only by obtaining an ECA PKI that will provide access only to the HSP's submitted information.

NOTE: Before submission of reports or any other data to the NAVSUP Fleet Logistics Center Yokosuka or its sites' Contracting Office via electronic transmission or any other data media, the Contractor shall scan all documents with current anti-virus software to ensure computer virus free transmission. The LogSSR server scans all reports for computer viruses before inclusion in the databases. Any reports received containing computer viruses will be immediately returned to the Contractor.

LINE ITEM XX32AB – ONLINE PRICING APPLICATION

Online Pricing Application. The contractor is responsible for providing an On-Line Pricing Application to assist the Government in the estimating, tracking, forecasting and reporting of maritime husbanding support non-priced services. The On-Line Pricing Application will assist the Ordering Officer or Contracting Officer with requests for non-priced supplies and services. The online pricing application is the technology that implements the process for review and approval of non-priced item purchases. Therefore, the technology used to implement the non-priced item pricing process must be both reliable and accurate. The On-Line Pricing Application will also allow the Ordering Officer or Contracting Officer to review and approve the offered price for the non-priced item before the contractor provides the supply or service. The contractor will be required to upload accurate pricing data for all non-priced items requested or made available to the users of the contract where pre-priced items do not meet user requirements. The contractor shall not provide any non-priced supplies or services other than PT or NSP items unless they have been approved in accordance with paragraph (iii) below. All non-priced items requested or ordered under this contract shall be reported in the On-Line
Pricing Application. The On-Line Pricing Application is separate from the contract requirements for reporting pricing and costs in LogSSR.

The Contractor shall provide a web-based secure access to their program via secure user login and password no later than the beginning of the contracts period of performance. This program may be developed by the Contractor or procured as a commercial item. The program shall allow multiple simultaneous users to access the tool. Access shall be coordinated through the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer in order to limit access. Only authorized users will have access to the program. A common secured access shall be made available to the Fleet in order to allow access to all Ordering Officers in a particular area of operation. Any reports downloaded from the program are property of the U.S. Government and data rights are considered unilateral for the Navy portal into the program. All reports shall be downloaded into Microsoft Excel format. This application should be available for use through a web-based application without installing additional software onto Government computers. The HS Contractor's program should allow a computer with the following minimum configuration to access their system:

- Intel 2.8 GHz Pentium 4 processor
- a DVD Read Only and CD writable drive
- a 3.5 inch floppy
- SoundMAX Integrated Digital Audio with external speakers
- 1 Gigabyte of Memory and expandable to 4 Gigabytes
- 80 GB Hard Drive
- Windows 2000
- MS Office 2003 Pro with Word, Excel, Access, Ppoint, Outlook, Infopath
- Smartcard Reader Keyboard
- Wired Network Card

Note 1: The online pricing application requires internet access but is not a Navy IT system. Security of the HSP's data within the online pricing application is the responsibility of the HSP. All data in the online pricing application should be unclassified data.

Note 2: All reports provided under lot line item XX32 are not separately priced (NSP). Costs for submitting required reports under this lot line item should be included in the husbanding services fee. Separate cost reimbursement for development or purchase of the application is not authorized.

Note 3: The HS contractor shall provide a secure user login and password for all authorized Government users no later than the beginning of the contract's period of performance. A list of required government users will be provided at the time of contract award. If new Government user requirements become known to the Government

after the initial list is provided to the HS contractor, the HS Contractor shall add new users and provide login and password within seven days of receipt of the request.

Note 4: Common secured access shall be provided to Ordering Officers and Fleet representatives for all port visit data. Any authorized Government user should have access to all historical data and pricing information.

At a minimum, the online pricing application must perform the following functions:

(i) Non-priced Item Cost Reporting:

(1) The Contractor shall maintain 'real-time' pricing data for all non-priced items ordered in all ports for which the Contractor provides husbanding services.

(2) The Contractor shall input and keep updated the programs' 'real-time' pricing via the Internet, using the online pricing application. The Contractor shall update this report at least once per day of performance between the hours of 0700 and 2300 while ship is in port until the completion of the ship's visit.

(ii) Final Price Report:

(1) A summary disbursement account must be itemized in detail, with the appropriate price shown against each item in a format similar to Attachment 2 within forty eight (48 hours) after a ship leaves port. Alternatively, it is acceptable for the Contractor to scan and attach suppliers' invoices to the online pricing application's disbursement account where this facilitates the process. The Contractor will in any event be required to retain all pricing data and invoices relating to non-priced items for review, future visit reference, and official audit purposes. These final reports may be provided to other ships or ordering activities visiting ports covered by the contract.

(iii) Non-priced Item Review Process

In accordance with Paragraph 3(o) of the performance work statement the HS shall develop and implement a process by which it will input the documentation and arrangements for non-priced lot line items into the "Online Pricing Application". The contractor shall mirror the competitive process found in the FAR/DFARS (Parts 13/15). For the purpose of evaluation and analysis, the HS Contractor shall provide the results (contractor written quotations) of competing the requirement with at least two commercial contractors, or provide catalog prices lists or tariff schedules with the contractor catalog or tariff schedule that confirms the stated prices are valid from that source, or provide invoices from previous commercial purchases other than the Navy. The HS Contractor is not precluded from adding an allowance for profit and/or an allowance for its administrative costs to acquire the non-priced items to the reported prices from suppliers. Such additions will also be shown in the Online Pricing Application. The HS contractor shall input the information into the Online Pricing Application for the review and approval of the authorized Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer prior to arranging for the non-priced item. For non-priced items with an extended price of less than $25,000, either the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable prior to an order being issued for the non-priced item. For non-priced items with an extended price greater than $25,000, only the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. All purchases of non-priced items other than port tariff items must be documented using the online pricing application. Items with an extended price <$25,000 will be reviewed and validated by the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer, but may be provided to the Ordering Activity at any time after a price is agreed upon by either the Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. Items with an extended price >$25,000 may not be provided or mobilized until the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer has agreed to the price and confirmed the price using the online pricing application. Using this process, all products and services arranged on behalf of the Ordering Officer shall be billed

and reported under LOT Line Item XX43, Incidentals. The process will be monitored and evaluated using

Attachment 10, Quality Assurance Surveillance Plan.

NOTES:
1. "All data obtained by the Government through the use of the contractor's online pricing application during the course of the contract is for the Government's use and shall be treated as 'limited rights' as described in DFAR 252.227-7013(13) after the contract expires".

2. Failure to provide required reports in a timely manner as outlined in the PWS will result in penalties as outlined in Attachment (10) Quality Assurance Surveillance Plan.

Attachment 9 - Performance Work Statement (PWS) for Operations Other Than War (OOTW) Support

A. INTRODUCTION

(a) OOTW Support shall by rendered by or supervised directly by individuals fully qualified and licensed in the relevant profession, trade, or field. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses, and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety environmental and health precautions are taken to protect the work, the workers, the public, and the property of others.

(b) Operations Other Than War (OOTW) refers to a "Contingency operation" as that term is defined in FAR 2.101 and includes emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. For the purpose of this contract, OOTW support will be "First Responder" support for U.S. Navy or other forces authorized to order under this contract and will generally be limited to the initial support for a contingency operation lasting no more than thirty (30) days. In addition, it is anticipated that the estimated cost of supplies and services that may be ordered under this Line item during a single 'contingency operation' will not exceed $1,000,000. The supplies and services necessary to support these type of contingencies will include but be not limited to potable water, blankets, tents, transportation, interpreters, drivers, construction materials, medical supplies, trucking support and other logistics support necessary to support the first responder teams.

(c) In addition to rescue and humanitarian relief missions, contingency operations can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property. For purposes of this contract, it also includes Non-combatant Evacuation Operations (NEO's), or an unplanned, real world deployment of troops for an period of time not to exceed thirty (30) days. The provisions of FAR part 18, Emergency Acquisitions (effective 5 July 2006), apply in full to the OOTW requirements of this contract.

B. ORDERING AND PRICING

(a) Lot Line Items XX40AA and XX40AB are used to order Management Services in support of Operations Other Than War.

(b) Recognizing that the specific Management Services that may be required will likely vary depending on the particulars of the individual Operation Other Than War, the Lot Line Items are priced on a per person/per day basis. All orders for specific supplies or services shall be ordered under Lot Line Item XX43, Incidentals and shall be arranged using the online pricing application described in Attachment 8. The $1,000,000 maximum dollar limit per OOTW contingency replaces the $50,000 maximum dollar limit that otherwise applies to Lot Line Item XX43. The management services ordered under Lot Line ItemXX43 are separate from the specific services outlined below.

(c) Management Services in support of an Operation Other Than War in all situations will be ordered under Management Services Lot Line Item XX40.

(d) (Deleted)

(e) At the time the Government orders services under the Lot Line items it will provide the Contractor a detailed list of tasks that the Contractor shall perform. The tasks shall be within the scope of the tasks further described below. The Contractor shall use its best efforts to fully perform the set of tasks within the limitation of the number of persons/number of days of service ordered by the Government.

(f) The Contractor shall promptly notify the Government if it believes that it will be unable to fully perform the specified tasks because the Government has not ordered sufficient services under these Lot Line Items.

(g) The Contractor shall furnish personnel who are familiar with the manner in which the U.S. Navy operates, speak the local language that is normally used at the site of the OOTW, and speak and read English. The Contractor shall ensure that the personnel provided under these Lot Line Items arrive at the OOTW site by the date and time specified in the order. The First Day and Subsequent Day Management Fee rates shall include any costs for the Contractor employees to travel to and from the OOTW site, and the costs of food and lodging for the Contractor while at the OOTW site. Contractor employees will not normally be provided meals or lodging at U.S. Government expense nor will they typically be entitled to Government-furnished lodging and meals on a reimbursable basis.

(h) The Contractor shall have a network familiar with the different political and commercial infrastructures, cultural and lingual background, and business practices either throughout the Region or in each country covered by the contract. In order to assist the Navy's response to OOTW, the Contractor shall furnish personnel with the following qualifications:

(i) Ability to speak the local language in the country where OOTW is being conducted
(ii) Capacity to travel to the OOTW or forward logistic site within 24 hours of notification
(iii) Current inoculation records
(iv) Possess a valid up-to-date passport

(i) For each increment of one person for one day that the Government orders, the Contractor shall provide one qualified employee to work on tasks identified at the time the order is issued for a period of at least 12 hours per day. The Contractor employee will perform those tasks at the OOTW site. The Contractor shall provide the Government a point of contact for questions and issues that arise in connection with the tasks identified at the time the order is issued who can be contacted during the portion of the 24-hour day that the Contractor's employee is not at the OOTW site.

(j) These are not personal services. Contractor employees performing services under these Lot Line Items will perform the tasks identified by the Government at the time the order is issued. The Contractor employees performing the services are under the supervision and direction of the Contractor. Should the Government have concerns with the manner in which the tasks are being performed or have a need to modify the tasks, it shall contact the Contractor.

(k) Services that may be required under this Lot Line Items include, but are not limited to, providing interpreter support, providing expertise on locally-sensitive cultural issues, liaison with local political and police authorities, and providing technical assistance in acquiring necessary supplies and services.

(l) The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government Contracting Officer shall place the order. As with the Management Services Lot Line Items for Husbanding Services, the Government may also direct the Contractor to acquire necessary supplies and services in accordance with Lot Line Item XX43, Incidentals as outlined in the Husbanding Services PWS. All supplies and services ordered in support of OOTW contingencies shall be arranged and reported using the online pricing application described in Attachment 8.

(m) If an operation is not associated with a ship, or if the Contractor's services are required inland (i.e., more than 100 Km from the nearest port), OOTW fees under this Lot Line Item will apply. If the service is provided in a port vicinity (within 100Km of the port) and the requirement is received from the ship or a contingent on the ship, the Contractor's husbanding fees under Lot Line Item XX01 and Lot Line Item XX02 shall apply.

(n) Management Services for Operations Other than War (OOTW) Lot Line Item . When supplies or services are ordered under the Operations Other than War (OOTW) Lot Line Item , the Government will clearly identify the days

during the performance period for which it is ordering Management Services. Because of the range of situations under which the Government may order supplies and services under the OOTW Lot Line Items, there is less certainty that the Government will order Management Services for each day of an Operation Other Than War than when the Government orders husbanding services. The Contractor is not required to provide any services described under the OOTW Management Services Lot Line Items on those days for which services are not ordered. Regardless of whether Management Services are ordered for a particular day, the Contractor shall still provide a point of contact to address Government concerns about supplies or services to be delivered on that day. Assistance by the Contractor in providing status and/or rescheduling deliveries will not in itself constitute an order for Management Services.

(o) If an advance party arrives in a country for OOTW and requires services under these Lot Line Items prior to the start of the OOTW event, the Contractor shall be compensated for the services provided at the subsequent day rates for these Lot Line Items. The Contractor is not required to provide any services to an advance party under these OOTW Lot Line Items without first receiving an order for such services. The Contractor may be required to support multiple operations at the same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the HS Contractor's services are ordered.

(p) The Contractor's POC for Husbanding Services, or an alternative designated in writing to the Contracting Officer, shall be available (either in person or by telephone) twenty-four (24) hours a day, seven days a week, during the time frame of the OOTW operation. The POC or the alternative shall assist the on-site Government representative in fulfilling OOTW logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements.

(q) If an advance party arrives in a country for OOTW, the Contractor shall bill at the OOTW subsequent day rate. If the operation is on going, the Contractor shall bill the OOTW first day rate and then subsequent days. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the Contractor's services are ordered.

(r) The Navy may require identification of potential sources and/or delivery for supplies and services such as:

Bottled potable water, portable latrines and services, floodlights, billeting services (hotel/motel rooms, services), meal services, tents, shower trailer and related services, refuse collection services, laundry and dry-cleaning services, forklifts, clothing, construction material, parts for vehicles, air conditioners, refrigerators, cell phones, IT equipment, repair parts, medical supplies, generators, commercial vehicles, pest extermination services, plumbing services, fuel, expediting or delivery services, MWR support, mortuary services, cultural awareness training, dietician support, translators, office supplies, boat ramps, pier/wharf/pontoon space, security fencing, security services, light trees, and Internet services (e.g., WI-FI services).

(s) In addition, the Navy may require either the identification of potential sources or delivery of any other types of supplies/services that will be unique and specific to the OOTW situation involved. Due to the unique nature of OOTW situations the range and depth of requirements will potentially be extensive. Normally, the Contractor shall not be required to perform until the Contracting Officer issues an IDIQ order for additional OOTW support.

(t) In very unique time sensitive situations the Contractor may be tasked to source and provide a large variety of supplies and services on a very compressed delivery schedule in support of large scale operations like NEOs, etc or other real world events.

C. SUPPLIES AND SERVICES

The items listed below are examples of what may be ordered under the OOTW portion of this contract. Prior to ordering OOTW supplies or services, a warranted Contracting Officer authorized to place orders under the contract will review any descriptions or statements of work to ensure they adequately describe the Government's needs and all terms and conditions are properly defined.

1. BOTTLED POTABLE WATER

The Contractor shall provide for the procurement and delivery of potable water to a specified site(s). The Contractor shall provide for the furnishing of fresh, potable water in 1.5 liter-sized bottles. Potable Water is defined as fresh drinking water of a quality not less than that prescribed in:

(a) Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See Attachment #18.

(b) Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

EXAMPLE OF GENERAL PRICING FORMAT FOR POTABLE WATER:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
XXXX	Bottled Potable Water (1.5 liter)	bottle	_____	$_____	$_____

2. PORTABLE LATRINES & SERVICES

(a) PORTABLE LATRINES (Specifications) - The services to be rendered consist of the rental of latrines (toilets), all labor, transportation, delivery, pick-up, dismantling, repair and maintenance, tools, materials, supervision and servicing of latrines.

(1) The Contractor will provide portable, chemical latrines (one seat) that are of the standard commercial-type, a single cabin unit in the approximate size of 1.25 m (wide) x 1.25 m (deep) x 2.0 m (tall). The cabin is to be equipped with a hand cleaning agent (dispenser) if available, a urinal, a holding tank (minimum capacity of 250 Liters), one toilet paper holder, a clothing hook, ventilation outlet, a lockable door, and a translucent roof.

(2) The Contractor will provide all labor, material, transportation and equipment required for the delivery and installation of the latrines, emptying/servicing, removal of sludge as necessary to the appropriate sewage disposal point and the pickup of the Latrines at the expiration of the rental period. In addition. the Contractor must provide all chemical agents to include antifreeze during freezing weather.

(3) The Contractor must implement a quality assurance program that will ensure that his work and the work performed by his employees is accomplished in such a manner that is in conformance with applicable standards of the trade and is in compliance with local and federal host nation Ecology Laws and Directives. The Contractor must obtain, and hold current, all necessary permits for the operation of his service and disposal vehicles on Saturdays, Sundays and local national/US holidays.

(b) SERVICING OF LATRINES

(1) The servicing of EACH latrine must be accomplished DAILY, TO INCLUDE ALL WEEKENDS, AND LOCAL/US HOLIDAYS. Servicing will include the replenishment of all chemical agents. Each cabin interior will be completely cleaned with a disinfectant agent, and the exterior walls will be cleaned as appropriate to give a well-maintained appearance. The hand cleaning agent will be replaced as needed, and the latrine will not be allowed to be without cleaning agent or toilet paper.

(2) The cleaning/servicing will be accomplished between the hours of 0700-1900 hours daily or as otherwise directed by the Contracting Officer or a Contracting Officer Representative (COR).

(c) DELIVERY OF LATRINES

(1) The latrines will be delivered operational and ready-for-use. The Contractor will provide a document written in ENGLISH (in duplicate), which provides the user a means of inspecting the condition of the latrines. The Contractor and the US Government Representative will jointly inspect each latrine for damages (dents, scratches) and completeness. The document must be signed and dated by both the COR and the Contractor as acknowledgment that the latrines were actually delivered and in the condition described/annotated. A copy of the document will be retained by the Contractor and the COR for use during the joint Inspection that must again be conducted at the end of the rental period. Both the COR and the Contractor will sign the document to acknowledge the return of the equipment in the described/annotated condition. Reasonable wear and tear, as well as damages which are not annotated on the turn-in document will not be considered as valid if the Contractor later submits a claim against the government.

(2) When re-locations are specified in the contract, the Contractor must perform the required services as specified below:

(i) When the Contractor is notified prior to 12:00 hours, the work must be accomplished on the same day.

(ii) When the Contractor is notified after 12:00 hours, the work must be accomplished not later than 10:00 hours the following day.

EXAMPLE OF GENERAL PRICING FORMAT FOR LATRINE RENTAL/SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT OF PRICE	TOTAL
xxxx	Latrine Rental	Each/Day	___	$_____	$_____
xxxx	Servicing	Each/Day	___	$_____	$_____
xxxx	Emptying	Each/Day	___	$_____	$_____

3. FLOODLIGHTS

(a) FLOODLIGHTS (Specifications)

The services to be rendered consist of rental, delivery, set-up, maintenance and removal of floodlights to and from a specified site(s).

(1) The Contractor shall provide portable, wheel mounted, self contained lights of a commercial type that meets and/or exceeds the following specifications:

(i) The unit/s must be completely self contained, to include an on board generator capable of providing the required electrical power on a sustained basis (12 hours without interruptions). The noise-level of the generator shall not exceed 75 DBA, measured at a distance of 7 meters from the unit.

(ii) The unit/s shall be equipped with an on-board fuel tank which has a minimum fuel capacity to operate the unit for a 12 hour period without interruption.

(iii) The unit/s shall be equipped with six 1500 watt halogen lights which are to be mounted on a telescoping mast that can be adjusted from 7 to 9 meters in height. The lights are to be separately mounted on the mast and must be both horizontally and vertically adjustable to permit changes in the direction they can be aimed.

(iv) All fixtures, to include light bulbs, must be weather resistant to allow their operable use outdoors during periods of rain, wind, snow and inclement weather conditions in general.

(2) The Contractor shall provide all cables, cords and operating accessories, to include spare light bulbs (2 per light unit) , fuel and operational manuals in the English language.

(b) FLOODLIGHTS (Delivery, Maintenance & Removal)

(1) The Contractor is responsible for the delivery site placement, and an operational test of each unit. The Contractor must further ensure that the equipment and its installation meet the requirements of all applicable VDE regulations and the Trade Unions (UVV) accident prevention regulations. The unit/s will be delivered, installed and completely operational not later than 14:00 hours on the first day of the rental period.

(2) The Contractor shall provide a point of contact for "on call" maintenance and/or replacement of equipment. The point of contact must be available from 08:00 to 20:00 hours daily, to include Saturday, Sunday and all local and American holidays. In addition, the Contractor shall provide all labor, materiel and supervision required to keep the equipment in a serviceable and safe operating condition. Repair and maintenance may be performed on site, subject to coordination with the COR. If a light unit becomes inoperable, the Contractor will be notified immediately. The Contractor must respond within 6 hours after notification, to perform the required repair and maintenance services. Equipment that remains inoperable for more than a 24 hours period shall be considered not available for use and rental fees shall cease until the equipment is repaired to a fully operable condition or replaced with a serviceable unit. The pick-up and removal of inoperable equipment shall be accomplished at Contractor expense.

EXAMPLE OF GENERAL PRICING FORMAT FOR FLOODLIGHTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Floodlights	Each	___	$_____	$_____
xxxx	Set-Up	Each	___	$_____	$_____
xxxx	Rental & Maintenance	Week/Month	___	$_____	$_____
xxxx	Break-down & Removal	Each	___	$_____	$_____

4. BILLETING SERVICES—HOTEL/MOTEL ROOMS, SERVICES

(a) HOTEL/MOTEL ROOMS: The services to be rendered consist of both the rental of lodging accommodations, which are considered to be a hotel, motel or inn which provides sleeping facilities to the traveling public and various Contractor-furnished items described as follows:

(1) CONTRACTOR FURNISHED ROOMS: The Contractor shall furnish the following living spaces for single and double occupancy rooms. Each shall contain adequate living and sleeping areas. No more than two people shall be normally assigned to a room. Additional people assigned per room shall be agreed to in advance by the Contracting Officer (or his/her designated representative) and the Contractor. The following standards apply:

(i) Rooms shall be constructed and finished to provide good light and sound attenuation. All windows shall be provided with blackout lining, shades or blinds. If drapes are provided, they must screen out the light.

(ii) Sufficient electrical outlets shall be available and in good working condition.

(iii) All entrance doors to rooms shall have interior security locks, either deadbolt or double locking locks. At least one room occupant shall be provided with a room key.

(iv) Bathrooms must be constructed to provide convenient sanitary facilities. Bathrooms must contain a functioning shower and/or tub combination with a wash basin, a properly functioning toilet, and a mirror. Additionally, bathrooms should have adequate lighting and grounded electrical outlets for use of electrical razors, hair dryers etc. The shower or shower/tub combination shall have shower doors or curtains and hot and cold running water.

(v) A telephone in the room is desirable; if not available due to location, have telecommunication devices in the immediate area.

(vi) A television in the room is desirable; if not available due to location, have information as to where television is available to patrons.

(vii) Rooms shall have adequate heating and cooling capabilities.

(2) Furnishing and Equipment: Must be clean and in good repair. The following minimum furnishings are required:

Lamp --1 per desk or writing table
Adequate clothes storage drawers and closet space
Desk or writing table with chair
Trash Container
Bed

Additional desirable amenities:

Radio
Working tables and chairs
Restaurant within the facility
Refrigerators or ice machines in hallway
Chair, occasional
Alarm clock

(b) HOTEL/MOTEL SERVICES: The services rendered shall consist of the following contractor furnished services.

(1) ASSIGNMENT OF QUARTERS/ROOMS: Government personnel should not be billeted under this contract arrangement without presenting proper authorization to the Contractor. The Contractor must be adequately manned to provide a 24 hour check-in and check-out service, 7 days a week. Individuals of the same sex, designated for double room occupancy, shall be billeted in rooms with two beds. Normally, if these rooms are not available, single rooms shall be used. Any changes to this procedure will be agreed to in advance between the Contractor and the Contracting Officer (or his/her designated representative).

(2) CUSTODIAL/SANITATION SERVICES: Daily custodial services shall include, but is not limited to, room cleaning, bed making, linen change (as required), adequate quantities of soap, a minimum of four bath towels, four hand towels, sanitized drinking glasses, facial tissues, and a cloth bath mat.

(3) LINEN SERVICE: Linen service shall be provided once a week or when occupancy changes, whichever occurs first. Additional blankets shall be made available if requested by occupant. All linen and blankets shall be clean, freshly laundered, without any objectionable odors, and in good repair, free from tears, rips, holes, stains, and extensive wear. Pillows shall be at least six inches thick to provide proper support.

(4) ADDITIONAL DESIRABLE AMENITIES:

24 hour wake up service
Message service
Shuttle service

(5) COMMON USE AREAS: The Contractor shall keep all hallways, corridors, grounds, and other adjacent areas under the Contractor's control in a clean, neat and safe condition.

(6) "DO NOT DISTURB" SIGNS: All rooms shall have such signs available. Contractor's employees shall understand and respect them when displayed.

(7) LAUNDRY DROP OFF/PICK UP: Contractor shall provide required laundry service as agreed to in a separate contract (see contract # _____).

(8) BARBER SERVICES: Contractor will provide access in hotel area for barber/beautician services as needed.

(9) INFORMATION SERVICES: Customer service representatives shall be able to explain to occupants' miscellaneous charges not covered by this statement of work, i.e., telephone charges. The Contractor shall provide, where applicable, information on bus schedules, taxis and other local transportation, dining facilities and locations, and commercial telephone directory service.

(10) Business Services: Hotel will provide space for meetings as well as phone, copier and fax services as required.

(11) Meal Service: Contractor shall provide required meal service as agreed to in a separate contract (see contract # _____).

EXAMPLE OF GENERAL PRICING FORMAT FOR HOTEL/MOTEL, SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Rooms (1 person)	Each/Day	___	$_____	$_____
xxxx	Rooms (2 persons)	Each/Day	___	$_____	$_____
xxxx	Additional Persons per room	Each/Day	___	$_____	$_____

5. MEAL SERVICES

(a) MEAL SERVICES (Programs/Hours of Operation)

The services rendered consist of providing all the personnel, supervision, and any other items necessary to operate a full food service management facility as defined in this Statement of Work at ____*_____ Hotel, located in _____*_____.

(b) The Contractor will provide for a Quality Control Program, Quality Assurance Program and a Sanitation Inspection Program as well as complying with Hours of Operation as described in (1) through (4) below.

(1) QUALITY CONTROL: The Contractor shall establish and maintain a complete quality control program for the performance requirements of this contract.

(2) QUALITY ASSURANCE: (INSERT METHOD OF CONTRACTOR SURVEILLANCE, IF ANY.)

(3) SANITATION INSPECTIONS: The Contractor shall ensure that there is a Sanitation Inspection program established internally and in addition to any government performed surveillance, medical services personnel

(Director of Base Medical Services), will also inspect for compliance with sanitary conditions. If there is a conflict the Contractor shall comply with the more restrictive regulation.

(4) HOURS OF OPERATION: The Contractor shall maintain the operating hours for the dining facilities as listed in _____*_____.

(c) DEFINITIONS

The Contractor will be familiar with and understand the following definitions:

(1) Director of Base Medical Services (DBMS): The installation medical authority who defines and monitors sanitation standards and procedures for food service activities.

(2) Equipment: Items used to store, prepare, cook, serve and transport food and supplies. Equipment also includes items used in cleaning and sanitizing.

(3) Food Handlers: Food service personnel who handle, process, prepare or serve food and who touch food or food contact surfaces in any way.

(4) Food Service Officer (FSO): Individual responsible for matters relating to food service.

(5) Installation Menu: Specifies installation menu choices (except leftovers), including, but not limited to, entrees, salads, desserts, and soups, to be served at each meal during a menu cycle.

(6) Leftovers: Leftovers are unserved portions of any item prepared for a specified meal period.

(7) Meal Serving Hours: Hours that the Government requires the dining facility to be open for service.

(8) Potentially Hazardous Foods: Any perishable food which consists in whole or in part of dairy products, eggs, meat poultry, fish, shellfish. These foods are likely mediums for bacterial growth and are potential causes of food-borne diseases especially if creamed, ground, mixed or handled often.

(9) Progressive Food Preparation (BATCH COOKERY): The preparation of food items at selective time intervals during an entire meal period matching the flow of patrons through the serving lines.

(10) Serving Line: This term refers to the location and equipment used in dining facilities to serve food cafeteria style.

(11) Subsistence: Food items, including beverages and condiments.

(12) Supplies: Expendable items such as paper and plastic products, cleaning and janitorial materials, kitchen utensils, and tableware.

(13) Trash: Any non-salvageable waste material other than garbage, rocks, or dirt. The waste includes metal, paper, glass, cardboard, floor sweepings, cartons, and similar materials.

(d) SPECIFIC TASKS

The Contractor will provide for and comply with the following Specific Tasks:

(1) MENU PLANNING AND POSTING: The Contractor shall coordinate meal planning with site representatives. The Contractor shall post daily menus before the breakfast meal in an appropriate location at each dining facility.

(2) REQUISITIONING SUBSISTENCE: The Contractor shall coordinate with Government personnel to requisition, pick up, deliver and off-load food at various food-service facilities.

(3) STORAGE AND ISSUE:

(i) Proper Storage: Upon receipt the Contractor shall promptly store perishable and semi-perishable subsistence. Store frozen and chilled items at specified temperatures.

(ii) First In-First Out: The Contractor shall ensure the oldest food items are issued first, except when the condition of an item dictates earlier use.

(4) SUBSISTENCE INVENTORY:

(i) Month-end Inventory: The Contractor shall take a physical inventory of all subsistence following the last meal on the last day of each month. The Contractor must reconcile the book inventory with the physical inventory and must submit proof of this to the government.

(ii) Other Inventories: The Contractor shall perform other inventory measures, i.e., annual inventory, equipment inventory before and after contract completion, etc., as required by the Contracting Officer. The government also reserves the right to conduct an independent inventory at any time during the performance of the contract.

(5) FOOD PREPARATION AND SERVICE.

All meals provided shall be “American-type” meals. Examples follow:

Breakfast:
Cereals: corn flakes, wheat flakes, chocolate flakes
Fresh fruits: bananas, grapefruit, oranges, pears, grapes...
Eggs: fried, scrambled.. Hash browns
Meat: Ham, sausage, bacon
Bread: White bread, toast, wheat, rye
Butter & Jam
Pastry: croissants, apple pie
Beverages: Coffee, orange juice, milk, water

Lunch:
Soup: vegetable, mushroom, tomato, chicken, beef, turkey...
Sandwich: ham, turkey, roast beef
Cheeses: American, Swiss
Fruit

Dinner:
Roast beef, roast/baked/fried chicken, roast pork, roast turkey, grilled fish, BBQ, roasted lamb
Beef/chicken stew
Rice, pasta (spaghetti, macaroni, lasagna) potatoes (baked, mashed...)
Boiled or Steamed Vegetables: corn, green beans carrots, peas, etc.
Pizza, hamburgers, hotdogs, tacos
Soups
Bread
Salad: lettuce, tomato, cheese, onions, dressing, etc.
Juice, water, milk

All food services items listed above are subject to approval by the U.S. Government medical personnel.

(i) Approved Menu: The Contractor shall follow the approved installation menu when planning and preparing all meals.

(ii) Progressive Food Preparation: Progressively prepare food items to yield optimum freshness, flavor, color, and texture.

Cook short-order breakfast items to order.

Prepare short-order items such as hamburgers, hot dogs, and french fries. Ensure an adequate flow of patrons through the line.

(iii) Serving Lines: Set up serving lines by the scheduled opening time. Food on the serving line shall be logically arranged and all foods shall be maintained at the specified temperatures. Replenish all foods, tableware, beverages, and condiments as necessary to ensure they are available to all patrons throughout the meal. Remove all food from the serving line within 15 minutes after the serving line is closed and cover, label and properly store all food, unless disposal of a leftover is appropriate.

(iv) Table Clearing: The Contractor shall be responsible to clear and clean all dining room tables and chairs or benches within five minutes after they are vacated to ensure a timely flow of patrons.

i. ****SAMPLE****

Breakfast Meal will be served in the ___*_____ Hotel restaurant as a buffet during established hours as posted. Dinner Meal will be served daily from _*__ hours to _*___ hours in the conference room adjoining the lobby or as otherwise coordinated. Actual headcount will be coordinated daily or as needed. Menu will consist of beef, poultry, or fish, salads and various fresh/canned vegetables, desserts, water, coffee, and soft drinks as coordinated with the chef and hotel staff by the ordering officer.

EXAMPLE OF GENERAL PRICING FORMAT FOR MEAL SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
XXXX	Breakfast	Each	____	$_____	$ _____
XXXX	Lunch	Each	____	$_____	$_____
XXXX	Dinner	Each	____	$_____	$_____

(6) SANITATION REQUIREMENTS:

(i) Personal Hygiene. The Contractor shall ensure all employees meet all personal hygiene requirements to include but not limited to; clean hands and fingernails at all times, proper hair and facial grooming, hair restraints, proper smoking restraint, etc.

(ii) Food Storage and Preparation: The Contractor is responsible for preventing all food-borne diseases by properly storing and preparing food in accordance with AFI 48-116, Control of Food-Borne Illnesses. This includes, but is not limited to: storage of bulk foods, refrigerated food, leftovers, perishables, etc. The Contractor shall prepare foods on surfaces that are cleaned and sanitized. All meats and poultry shall be cooked and prepared at the proper temperatures ensuring the food is thoroughly cooked throughout. (FOR PROPER TEMPERATURE RANGES ON VARIOUS FOODS, CONSULT AFI 48-116 OR YOUR MEAL SERVICES REPRESENTATIVE)

(iii) Equipment and Utensil Cleaning: The Contractor shall clean and sanitize all food service equipment and cookware to remove food particles, other soil, grease and cleaning or sanitizing agent residue to the standards set forth in this contract.

(7) HOUSEKEEPING.

(i) General: The Contractor shall furnish general housekeeping services in food service facilities before, during (if necessary) and after the serving of meals. The Contractor shall provide all equipment necessary to perform these services. The cleaning standards and housekeeping charts are intended to produce an acceptable level of performance.

(ii) Lavatories: The Contractor shall clean all lavatories in food service facilities.

(iii) Insect and Rodent Control: The Contractor shall take appropriate actions directed by the government to assist in the control of insects and rodents.

6. TENTS

(a) TENTS - SUMMER

(1) The services to be rendered consist of the rental, erection, dismantling and maintenance of all tentage and associated equipment.

(2) The Contractor shall provide ____*_____ square meters of billet tents to be erected at the site(s) and in the configurations as stated in the contract schedule and the plot plans provided.

(3) The tentage shall be constructed of PVC or polyester fire resistant canvas. The Contractor must ensure that all tent flaps and openings are adequately secured so as to prevent rain from entering the tent.

(4) Floors: The entire usable space within the tent must be covered with floors that are constructed of wood or other equally hard material (the material used must offer a nonskid surface). The floors must be installed in such a manner as to alleviate uneven surfaces that could cause personnel to stumble or trip. The floors must be elevated a minimum of 10 cm above the ground and capable of supporting 250 kg per square meter.

(5) Entrances/Exits: Each tent shall be equipped with at least two (2) lockable entrance/exit doorways. These doorways shall be constructed of wood, metal or plexiglass (no glass). The doors shall be a minimum of 100 cm wide and 210 cm high. (The Contractor will furnish the COR with a minimum of two keys per door.)

(6) Partitions/Dividers: Shall be made of canvas and/or other suitable fire resistant material. They must be a minimum of 2.40 meters in height and 3 meters long (unless otherwise specified).

(7) Lighting: Each tent shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm off the floor (subject to be measured at any place within the tent).

(8) Electrical Installations: A JP54 or equivalent fuse box shall be installed in each tent. The box shall be equipped with at least one connector to accommodate a single 38OV/16AMP male plug, CEE NORM. All wiring within the tent will originate from this fuse box and all circuits shall be properly fused. The specified quantities of electrical outlets, 22OV/16AMP, wires on floors shall be installed within the tent. The location of the outlets shall be coordinated with the COR. The Government will provide the required electrical power and will be responsible for the cables and connections from the Contractor’s fuse box to the government furnished power source.

(9) Furniture: The specified number of tables and benches, capable of seating (6) six adults shall be provided. The Contractor shall place the furniture in the tent at the locations determined by the COR.

(10) The Contractor shall have ___*_____ each, designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. These persons shall be qualified to perform emergency tent maintenance.

(b) TENTS - WINTERIZED

(1) The services to be rendered consist of the rental, erection, dismantling and maintenance of all tentage and associated equipment.

(2) The Contractor shall provide _____*_____ square meters tentage to be erected at the site(s) and in the configurations as stated in the contract schedule and the plot plans provided.

(3) The tentage shall be constructed of PVC or polyester coated fire resistant canvas. In addition to the tentage, an exterior wall shall be constructed to enclose each tent to the height of the tent eaves. The exterior wall is to be constructed of wood that has a minimum thickness of 20 mm, or hard plastic/fiberglass that has a minimum thickness of 3 mm, or aluminum material which has a minimum thickness of .75 mm. The Contractor must ensure that all tent flaps and openings are adequately secured so as to prevent wind and/or snow from entering the tent.

(4) Floors: Unless otherwise specified the entire usable space within the tent must be covered with floors that are constructed of wood or other equally hard material (the material used must offer a nonskid surface). The floors must be installed in such a manner as to alleviate uneven surfaces that could cause personnel to stumble or trip. The floors must be elevated a minimum of 10 cm above the ground and capable of supporting 250 kg per square meter.

(5) Entrances/Exits: Each tent shall be equipped with at least two (2) lockable entrance/exit doorways. These doorways shall be constructed of wood, metal or plexiglass (no glass). The doors shall be a minimum of l00 cm wide and 210 cm high. (The Contractor will furnish the COR with a minimum of two keys per door.)

(6) Partitions/Dividers: Shall be made of canvas and/or other suitable fire resistant material. They must be a minimum of 2.40 meters in height and 3 meters long (unless otherwise specified).

(7) Heating: The Contractor must furnish sufficient forced air, fuel operated heaters capable of maintaining a minimum temperature of ___*____ C (+/-3 degrees C). Each heater will be installed on an appropriate drip pan. When partitions/dividers are installed the Contractor must ensure that adequate heaters are provided to heat each area. The heater installations shall be in accordance with the applicable with commercial standards for safety. Heaters are to be installed on the outside of the tents with heating ducts leading into the tents properly insulated. Fuel tanks: The Contractor shall furnish at least one 150 liter fuel tank per installed heater. The tank must be clean and fully operational at time of delivery. In addition, the Contractor will be responsible for the maintenance of the fuel tanks. The fuel tank installations shall be in accordance with the applicable VDE and Trade Union safety standards. The tanks must be installed on the outside of the tents.

(8) Fuel: After initial testing and set up of heaters, the Government will provide fuel oil as required during the performance of the contract.

(9) Lighting: Each tent shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm off the floor (subject to be measured at any place within the tent)

(10) Electrical Installations: A JP54 or equivalent fuse box will be installed in each tent. The box will be equipped with at least one connector to accommodate a single 38OV/16Amp male plug, CEE NORM. All

wiring within the tent will originate from this fuse box and all circuits will be properly fused. The specified quantities of electrical outlets, 22OV/16Amp, wires will be installed within the tent. The location of the outlets will be coordinated with the COR. The Government will provide the required electrical power and will be responsible for the cables and connections from the Contractors' fuse box to the government furnished power source.

(11) Furniture: The specified number of tables and benches, capable of seating six (6) adults will be provided. The Contractor will place the furniture in the tent at the locations determined by the COR.

(12) The Contractor shall have __*___ each, designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. These persons shall be qualified to perform both emergency tent and heater maintenance.

(13) The US Government will provide:**

(i) Fuel upon completion of the erection of each tent.
(ii) The equipment and labor for snow removal (on top and in the vicinity) of each tent shall be the responsibility of the Government.

** Note to requiring activity - the Government should only commit itself to the furnishing of fuel when it is certain it can do so with proper additives to prevent freezing. This has been a problem in the past.

EXAMPLE OF GENERAL PRICING FORMAT FOR TENTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Tents				
xxxx	Erection/Installation	Each	____	$_____	$_____
xxxx	Rental and Maintenance	Month	____	$_____	$_____
xxxx	Dismantling and Removal	Each	____	$_____	$_____

7. SHOWER TRAILER & RELATED SERVICES

(a) SHOWER TRAILER with US Government-Furnished Utilities/Cleaning

The services to be rendered consist of the rental, installation, maintenance, cleaning (as specified) of the shower units and associated equipment and the removal of all Contractor furnished equipment upon completion of the rental period.

(1) The Contractors shall provide _*___ each trailer/s. The shower trailer/s are to be delivered and installed at the site(s) and in the configuration/s as stated in the contract schedule and the attached plot plans.

(2) The shower trailer/s shall be constructed in such a manner as to meet, or exceed, the applicable VDE and trade standards.

(3) The Contractor shall furnish the required hoses and power cables to connect the shower trailer/s to government provided utilities, i.e. water, electrical, and sewage. (In situations where the-hookup for government utilities exceeds 20 meters in distance, that distance must be specified in the requirement).
(4) The shower trailer/s shall meet or exceed the following minimum specifications:

(i) Size
6 meters in length
2.4 meters in width
2.4 meters in height

(ii) Shower Configuration: Shower room with a minimum six (6) shower heads. Dressing room with a minimum of four (4) wash basins equipped with hot and cold water faucets, four (4) mirrors and shelves, four (4) electrical outlets, and twelve (12) clothes hanging pegs/hooks.

(iii) Heaters: Electrical, constant controlled and adequate to maintain + or - 3 degrees.

(iv) Fan: Electrical, adequate size to ventilate the enclosure.

(v) Hot Water System: Electrical adequate to sustain a mixed water temperature of 450 degrees C + or - 3 degrees for a continuous period of 40 minutes or 20 individual showers prior to requiring a recycling. The hot water storage tank shall be a minimum of 400 liters and have a control system that will prevent scalding. The hot water system shall be able to provide a water flow rate to each shower head of 18 GPM.

(vi) Lighting: Each trailer shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm above the floor.

(vii) Electrical Installation: Each trailer shall be equipped with a fuse box, with each-circuit within the trailer being appropriately fused to meet the applicable VDE standards. All electrical wiring within the trailer will originate from this fuse box. All outlets will be wired with an appropriate ground to ensure that personnel are not endangered by electrical shock.

(viii) Floors: All floors within the shower room shall be covered with a non-skid surface and/or aerated matting.

(5) The Contractor shall have __*__ each designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. They shall also be qualified to perform all types of shower trailer maintenance.

(6) The US Government will provide:

(i) Utilities with the completion of the installation of each shower trailer.
(ii) Cleaning of the shower trailer/s including the removal of trash, sweeping, mopping, cleaning of wash basins and shower stalls, and spot cleaning of interior/exterior of shower trailer/s. The Contractor shall ensure that the trailer/s are delivered clean and disinfected and the US Government shall return the trailer/s in the same condition.

(iii) The equipment and labor for snow removal (on top and in the vicinity) for each shower unit shall be the responsibility of the US Government.

(b) SHOWER TRAILER with Contractor-Furnished Utilities and Cleaning

The services to be rendered consist of the rental, installation, maintenance, cleaning (as specified) of the shower trailer/s and associated equipment; to include the removal of all Contractor furnished equipment upon completion of the rental period.

(1) The Contractor shall provide __*__ each shower trailer/s. The shower trailer/s are to be delivered and installed at the site(s) and in the configuration/s as stated in the contract schedule and the attached plot plans.

(2) The shower trailer/s shall be constructed in such a manner as to meet, or exceed, the applicable VDE and trade standards.

(3) The Contractor shall furnish all utilities to include, electricity, water and waste water disposal. Waste water shall be disposed of in accordance with the Host Nation Government ecology rules, regulations and laws.

(4) The shower trailer/s shall meet or exceed the following minimum specifications:

(i) Size (inside dimensions)
6 meters in length
2.4 meters in width
2.4 meters in height

(ii) Shower Configuration: Shower room with a minimum six (6) shower heads. Dressing room with minimum of four (4) wash basins equipped with hot and cold water faucets, four (4) mirrors and shelves, four (4) electrical outlets, and twelve (12) clothes hanging pegs/hooks.

(iii) Heaters: Electrical, constant controlled and adequate to maintain + or - 3 degrees.

(iv) Fan: Electrical, adequate size to ventilate the enclosure.

(v) Hot Water System: Electrical, adequate to sustain a mixed water temperature of 450C + or - 3 degrees for a continuous period of 40 minutes or 20 individual showers prior to requiring a recycling. The hot water storage tank shall be a minimum of 400 liters and have a control system that will prevent scalding. The hot water system shall be able to provide a water f low rate to each shower head of 18 GPM.

(vi) Lighting: Each trailer shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm above the floor.

(vii) Electrical Installation: Each trailer will be equipped with a fuse box, with each circuit within the trailer being appropriately fused to meet the applicable VDE standards. All electrical wiring within the trailer will originate from this fuse box. All outlets will be wired with an appropriate ground to ensure that personnel are not endangered by electrical shock.

(viii) Floors: All floors within the shower room will be covered with a non-skid surface and/or aerated matting.

(ix) Cleaning Services: Cleaning services shall be provided by the Contractor. Cleaning of the shower trailer/s shall include the removal of trash, sweeping, mopping, cleaning of wash basins and shower stalls, and spot cleaning of interior/exterior of the shower trailer. The Contractor shall ensure that the shower trailer/s are delivered clean and disinfected.

(x) The Contractor shall have _*__ each designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. They shall also be qualified to perform all types of shower trailer maintenance.

(xi) The US Government will provide: The equipment and labor for snow removal (on top and in the vicinity) for each shower unit shall be the responsibility of the Government.

EXAMPLE OF GENERAL PRICING FORMAT FOR SHOWER TRAILER/S:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Shower Trailer	Each/Month	_____	$ _____	$ _____
xxxx	Set-up/Distribution	Each	_____	$_____	$ _____

xxxx	Daily Cleaning	Each	_____	$ _____	$ _____
xxxx	On-Call Servicing	Each	_____	$ _____	$ _____
xxxx	Connection of Utilities	Each	_____	$ _____	$ _____
xxxx	Relocation of Trailers	Each	_____	$ _____	$ _____

8. REFUSE COLLECTION SERVICES

(a) TRASH, GARBAGE & WASTE COLLECTION (Specifications)

(1) The services to be rendered consist of the providing of refuse containers to be located at specified sites, the emptying of said containers and the proper disposal of the trash, garbage and waste.

(2) CATEGORIES OF REFUSE: The Contractor shall be responsible for handling various categories of refuse as described below:

(i) Regular Trash: All solid waste material, with the exception of those types listed in (i) through (vii) below:

- Typical size of containers: 1, 5, 10, 16, 20 or 24 cubic meters (cbm)
- Frequency of servicing (emptying): To be determined requiring activity.

(ii) Edible Garbage: All food waste that is generated by food service facilities.

- Typical size containers: 200 liters, 1, 5 or 10 cbm.
- Frequency of servicing: Daily emptying is mandatory.

(iii) POL Waste: Oils, antifreeze, brake fluid and any other vehicle related liquids.

- Typical size of containers: 500 or 1000 liters
- Frequency of servicing: To be determined by the requiring activity.

(v) Contaminated Soil: Dirt removed from around oil tanks or soil that has been contaminated by the accidental spillage of POL and/or chemical agents.

- Typical size containers: 10, 20, or 24 cbm
- Frequency of servicing: To be determined by the requiring activity.

(vi) Medical Waste: Solid waste generated by medical laboratory facilities which requires controlled disposal.

- Typical size containers: 200 liters, I or 5 cbm
- Frequency of servicing: Daily emptying is mandatory.

(vii) Liquid waste: Chemical agents and liquids generated by X-ray laboratories.

- Typical size tanks: 400 or 1000 liters
- Frequency of servicing: To be determined by the requiring activity.

(3) The Contractor shall provide all labor, material, transportation and equipment required for the delivery, installation, removal of trash and the pickup of the containers at the end of the rental period. In addition the Contractor is fully responsible for obtaining and holding current permits with approved dumping and disposal points. (Unless Government disposal points are specifically identified in the contract schedule)

(4) The emptying of each container includes the complete removal of all refuse from the container and the removal of all bagged refuse at the container location. In addition the Contractor is responsible for cleaning up all refuse that is spilled during the servicing/emptying process.

(5) The Contractor must implement a quality assurance program that will ensure that his work and the work performance by his employees is accomplished in such a manner that conforms with applicable standards of the trade and is in compliance with local and federal host nation ecology laws and directives. The Contractor must obtain and hold current all necessary approvals and permits for the lawful performance of the prescribed services. In addition, the Contractor must obtain the necessary permits for the operation of his service and disposal vehicles on Saturdays, Sundays and holidays.

(6) All refuse containers will be delivered, installed, and ready for use no later than 08:00 hours on the first day of the specified rental period.

(7) When on-call servicing/emptying of refuse containers and/or relocation of refuse containers are specified in the contract, the Contractor must perform the required services as specified below:

(i) When the Contractor is notified prior to 12:00 hours the work must be accomplished on the same date.

(ii) When the Contractor is notified after 12:00 hours, the work must be accomplished no later than 10:00 hours on the following date.

EXAMPLE OF GENERAL PRICING FORMAT FOR REFUSE COLLECTION:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Refuse Container	Each/Month	____	$ _____	$_____
xxxx	Set-up/Distribution	Each	____	$ _____	$_____
xxxx	Emptying of Containers	Each/Day	____	$ _____	$_____
xxxx	On-Call Servicing	Each	____	$ _____	$_____
xxxx	Relocations	Each	____	$ _____	$_____

9. LAUNDRY AND DRY-CLEANING

(a) LAUNDRY & DRY-CLEANING (Specifications)

The services to be rendered consist of complying with the Scope of Work below and providing Quality Control, Inspection of Services and maintaining the Hours of Operation as delineated in (1) through (4).

(1) SCOPE OF WORK: The Contractor shall furnish all management, labor, transportation, pickup and delivery service, housekeeping and facility operation in accordance with the terms and conditions of this contract. This contract includes all laundry, dry cleaning, and all other tasks and responsibilities deemed necessary and spelled out in this contract. The Contractor shall receive, account for, process, and return all organizational and individual items tendered for cleaning. Technical Exhibit XX--Workload Estimate lists the estimated quantities of work (as a SAMPLE).

(2) QUALITY CONTROL: The Contractor is responsible for establishing and having an active quality control plan.

(3) INSPECTION OF SERVICES:

(i) Inspection Service: The Contractor shall provide and maintain an inspection system that must be accepted by the government covering the services under this contract.

(ii) Inspection and Testing: The Government has the right to inspect and test all the services called for by the contract, to the extent practicable, at all times and places during the term of the contract.

(iii) Nonconformance with Contract Requirements: If any of the services do not conform to the contract requirements, the government may require the Contractor to re-perform the services in conformity with the contract requirements, at no additional expense to the government.

(4) HOURS OF OPERATION: The Contractor shall maintain the following customer service hours: Drop-offs will be in the ____*____ Hotel Lobby before 0900 Mondays and Thursdays. Contractor will deliver clean laundry by 1800 Mondays and Thursdays.

(b) DEFINITIONS

The Contractor will be familiar with and understand the following definitions:

(1) Clean: Finished articles are dry and free of visible soil, lint and objectionable odor. Spots and stains are removed where practical to do so without damaging the fabric.

(2) Contracting Officer Representative (COR): an individual appointed in writing by the Contracting Officer to perform expressed contract administration functions.

(3) Dry Cleaning: Dry cleaning involves the immersion of garments in dry cleaning solvents and cleaning them by use of mechanical action and soaps or synthetic detergents. Dry cleaning removes some soluble and some insoluble soils and dissolves grease stains through the combined actions of dry cleaning solvents, mechanical action, soaps, synthetic detergents, and other cleaning aids.

TYPES OF DRY CLEANING

- Small - an item requiring the approximate time, effort, and cost to process as a sleeveless sweater and /or blouse.
- Medium- an item requiring the approximate time, effort, and cost to process as a pair of trousers and /or jacket.
- Large - an item requiring the approximate time, effort, and cost to process as a coat and or overcoat.

(4) Laundering: The process by which soiled fabric items are cleaned and treated. The term includes cleaning by mechanical action and by hand in appropriate temperature water solutions of detergents and other additives.

TYPES OF LAUNDRY

- Small - an item requiring the approximate time, effort, and cost to process as a pillowcase or wrapper.
- Medium- an item requiring the approximate time, effort, and cost to process as a sheet or bedspread.
- Large - an item requiring the approximate time, effort, and cost to process as a sleeping bag.

(5) Packaging: The process by which clean garments or other items are placed on hangers and placed in protective paper or plastic film bags. Small items of clothing and other clothing which are not

customarily placed on hangers shall be wrapped in protective poly-wrap in accordance with commercial or local practice.

(6) Pressing: Pressing is the process for insertion of required crease and removal of undesirable wrinkles from clean garments or items.

(c) SPECIFIC TASKS. The Contractor will provide for and comply with the following Specific Tasks:

(1) Services Provided: The Contractor shall provide services to individuals and organizations of _____*_____ at _____*_____. Services shall be provided in accordance with the terms and conditions of this contract. The Contractor shall process and finish all clothing and other items in accordance with the requirements contained in the workload data in Technical Exhibit XX. (See Sample)

(2) Workmanship and Sanitation: Delivered articles shall conform to the generally accepted industry and local standards of quality, cleanliness, finish, appearance, and packaging. The items shall not only be clean in the sense of being free from soil and stains, but also free from bacteria, fungi and micro-organisms, including pathogens and disease producing organisms. All work performed shall be done under sanitary conditions. The contract facility shall be open to inspection of conditions at any time by a representative of the US government, and the government reserves the right to perform or cause to have performed any test necessary to determine the sanitary condition of the articles delivered by the Contractor.

(3) Classification of Items: Clothing or linen articles received by the Contractor shall be individually inspected for condition of serviceability and classified as to the type of service required.

(4) Re-performance: Any items found to have been unsatisfactorily cleaned shall be re-cleaned by the Contractor at no additional cost to the government.

(5) Repair: The Contractor shall repair, at his expense, all damages to individual garments which occur while in the custody of the Contractor, to include rips, tears, holes, open seams, and replacement of buttons and repair or replacement of zippers.

(6) Organizational Bulk Items: Organizational items shall be returned in bulk unless another method is specified. Items shall be counted from baskets into waiting vehicles or across the counter to the customer.

(7) Linen Exchange Activity: The Contractor shall operate a linen exchange activity. The Contractor is responsible for receiving, collecting, exchanging, and distributing linen exchange articles to and from organizations, activities, or authorized individuals and accomplishing the tasks below:

(1) Receive, collect, exchange and distribute linen exchange articles to and from organizations, activities, or authorized individuals.

(2) Verify count or weight of items received against receiving and shipping documents.

(3) Store items in storeroom and linen exchange points.

(4) Keep items properly segregated to comply with local safety, fire prevention and other storage regulation.

(8) Stockage Inventory System: The Contractor shall establish a stockage inventory system to track all incoming and outgoing linen. The Contractor shall perform a search for missing items in order to reconcile inventory with stock records.

(9) Exchange Items: Items that have been identified for direct exchange shall be exchanged for like items at time of turn-in. Items that are not direct exchange shall be identified separately and processed to be ready for pickup by the customer within a 72-hour period. Sheets, pillowcases, mattress pads, mattress covers, towels and blankets received from organizations may be intermingled (except for medical, if applicable) and processed for reissue to any organization or individual.

(10) Pick-up & Delivery Service: The Contractor shall provide pickup and delivery service. This service shall include loading, unloading, segregating, transporting, counting and obtaining necessary documentation for items picked up or delivered.

(11) The Contractor shall provide his own vehicles and they shall be maintained in safe operating condition at all times.

(12) Weighing/Counting of Articles: Weighing/counting of articles, including the laundry bag, shall be done by government personnel prior to pickup. The laundry that the Contractor picks up may be dirty/wet. The Contractor shall verify weight or count and sign a pickup ticket for the items being picked up. Such a signature constitutes an agreement to the government's weight/count unless a specific exception is noted on the ticket.

(13) Verification: The Contractor shall record the number of pounds/pieces delivered on the delivery ticket and the government rep will verify the amount. The Contractor must provide a list for items not delivered on scheduled.

SAMPLE

TECHNICAL EXHIBIT XX
LAUNDRY & DRY CLEANING
WORKLOAD ESTIMATES

ITEM	ESTIMATED QUANTITY-(PER DROP OFF)	PRICE
BDU TROUSERS	250	$3.08
BDU JACKET	250	$3.08
FLIGHT SUIT	50	$3.08
T-SHIRT	1000	$1.92
UNDERWEAR (MALE/FEMALE)	1050	$ .88
SOCKS (PAIR)	1000	$ .88
TOWEL (HAND OR BATH)	100	$1.15

RECOVERY RATES FOR LOST OR DAMAGED ITEMS WILL BE PER LOCAL MARKET CONDITIONS FOR _____*_____. THIS IS __*_% OF PURCHASE PRICE.

ITEM	PURCHASE PRICE (NEW)	RECOVERY PRICE
BDU TROUSERS	$35	$
BDU JACKET	$33	$
FLIGHT SUIT	$50	$
T-SHIRT	$2	$
UNDERWEAR (MALE)	$2	$
UNDERWEAR (FEMALE)	$5	$
BRA	$5	$
SOCKS (PAIR)	$2	$
TOWEL (HAND OR BATH)	*$2*	$

EXAMPLE OF GENERAL PRICING FORMAT FOR LAUNDRY & DRY-CLEANING:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	See above item list for various military clothing items	_____	_____	$_____	$_____
xxxx	Same as above	_____	_____	$_____	$_____
xxxx	Same as above	_____	_____	$_____	$_____

10. FORKLIFTS

(a) FORKLIFT (Specifications): The services to be rendered consist of rental, delivery, maintenance and removal of a specified type and size of forklift(s).

(1) Contractor shall provide forklift(s) for the stated rental period which will be of a commercial type that is equipped for outdoor use. The lifts must have the capability of lifting the specified weight (Kilos), to a minimum of 2.5 meters in height. In addition the equipment shall be capable of maintaining stability on a 6% incline, while handling a load of the specified amount.

(2) At the time of delivery the forklifts shall be in a sound mechanical condition free of all known defects, ready for immediate use. The equipment must meet all the applicable VDE and Trade Union requirements for safe operations.

(3) In addition to the above, the forklifts will be equipped with the following:

(i) Gas/diesel powered engine
(ii) Self-sustained electrical system to include an electric starter
(iii) Pneumatic tires (snow chains to be provided during winter months)
(iv) Spark proof exhaust system
(v) Front and rear lights that will facilitate on-road operations during periods of darkness.
(vi) Driver protection roll bar
(vii) Adjustable forks
(viii) Warning device (automatically activated when the lift is placed in reverse gear)

(4) The Contractor shall furnish all the transportation, labor, material and supervision required for the delivery, operational test, repair and maintenance and removal of the equipment at the end of the rental period. In addition the Contractor shall furnish all POL products, (with the exception of fuel). This is to include distilled water for batteries.

(5) The Contractor shall provide a point of contact for “on call, maintenance and/or replacement of equipment. The point of contact must be available from 08:00 to 20:00 hours to include Saturdays, Sundays and all local and American holidays. The Contractor shall provide all the labor, material and supervision required to keep the equipment in a serviceable and safe operating condition. Repair and maintenance may be performed on site, subject to coordination with the COR. If a forklift becomes inoperable due to the need for repair and/or maintenance, the Contractor will be notified immediately. The Contractor must respond, within six (6) hours after notification, to perform the repair and maintenance services. If repair and maintenance services cannot be performed within the same day, the Contractor shall furnish a replacement unit. Equipment that remains inoperable for more than a 12 hour period will be considered not available for use and rental fees will cease until the equipment is repaired to a fully operational condition or replaced with a serviceable unit. The pick-up and removal of inoperable equipment will be accomplished at.-Contractor expense.

(b) FORKLIFTS—ACCEPTANCE & RETURN

(1) Acceptance for forklifts by the Government: At the time the forklifts are delivered to the Government, the Contractor shall issue in duplicate a document, written in English, for each fork-lift, which provides the user a means to annotate the conditions of the equipment. In addition, general operating instructions, to include the refueling procedures, how to check and add oil, proper operating techniques and preventive maintenance procedures will be provided by the Contractor. The Contractor and the COR will jointly inspect the equipment for completeness and will list all damage (such as, but not limited to, scratches, dents, etc.) on the document. The document must be signed and dated by both the COR and the Contractor as acknowledgment that the forklift was received by the Government in the condition described/ annotated. A copy of the document shall be retained by the Contractor and the COR for use during the joint inspection that must again be conducted at the end of the rental period.

(2) Return of forklifts to Contractor: Upon expiration of rental period, forklifts will be returned to the Contractor, clean and complete with all accessories. Utilizing the document, a joint inspection will be conducted and all discrepancies will be noted. Both the COR and the Contractor, or his authorized representative must sign the document to acknowledge the return of the equipment in the described condition. Reasonable wear and tear, as well as damages which are not annotated on the turn-in document shall not be considered as valid if the Contractor later submits a claim against the Government.

EXAMPLE OF GENERAL PRICING FORMAT FOR FORKLIFTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	FORKLIFT 3 TON	EACH	____	$_____	$_____

11. FORCE PROTECTION

(a) During an OOTW support event, the HS Contractor may be requested to provide force protection in non-hostile environments. Support required may include, but not limited to, security personnel, escorting (sea and land), barriers, fencing, lighting, or equipment.

(b) If there is a requirement for force protection, a specification or statement of work will be provided to the HS Contractor for pricing prior the receiving an order from an authorized Contracting Officer.

12. LOGISTICS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide logistics support. Support may include, but not limited to, assistance with customs and air, ground, or rail transportation for pre-deployment and site surveys in remote areas.
(b) If there is a requirement for logistics support, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

13. SUPPLIES

(a) During an OOTW support event, the HS Contractor may be requested to provide various types of supplies when not readily available from the U.S. Government supply system. General supplies are classified as follows:

Class I – Food, Rations, and Water (e.g., bottled water, ice, reefers, etc.)
Class II – Clothing (e.g., foul weather gear, poncho liners, boots, etc.)
Class III – Petroleum, Oils, and Lubricants
Class IV – Construction Material (e.g., lumber, gravel, barriers, haul assets, yellow gear, fasteners, concrete mix, etc.)
Class VI – Personal Items (e.g., parts for commercial vehicles, camp equipment, air conditioners, cell phones, computers and peripheral equipment, coffee makers, microwave ovens, etc.)
Class VIII – Medical Supplies (e.g., medicines, medical supplies, veterinary medicines)

Class IX – Repair Parts
Class X – Miscellaneous Supplies

(b) If there is a requirement for supplies, the bill of materials or specifications will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

14. REPAIR SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide repair services. Services may include, but not limited to, repair of generators, light suites, environmental control units, vehicles (e.g., commercial trucks and cars) and material handling equipment (MHE).

(b) If there is a requirement for repair services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

15. CAMP AND FIELD HABITABILITY SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide camp and field habitability services. Services may include, but not limited to, rental of toilet/bathing facilities, berthing trailers, rental of pre-existing hard structure buildings or hotel rooms, garbage collection services, potable water, vehicle rental, laundry services, cell phones, fuel, food service, power generation/distribution, pest extermination services, plumbing services, and administrative support.

(b) If there is a requirement for habitability services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

16. TRANSPORTATION SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide transportation services. Services may include, but not limited to, providing vehicles/trucks/buses (with and without drivers), tactical level transportation (air, ground, rail, and sea) in remote areas when military transportation isn't available, and express delivery services (e.g., DHL, FEDEX, etc.).

(b) If there is a requirement for transportation services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

17. INFORMATION OPERATION/SYSTEMS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide information operation/systems support.

(b) If there is a requirement for information operation/systems services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

18. MORTUARY AFFAIRS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide mortuary affairs support.

(b) If there is a requirement for mortuary affairs support services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

19. CULTURAL AWARENESS TRAINING

(a) During an OOTW support event, the HS Contractor may be requested to arrange cultural awareness training.

(b) If there is a requirement for cultural awareness training, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

20. DIETICIAN SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide dietician support.

(b) If there is a requirement for dietician support, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

21. COMMUNICATIONS

(a) During an OOTW support event, the HS Contractor may be requested to provide communications services. Services may include, but not limited to, providing cell phones, satellite phones, internet connectivity, calling cards, land lines, and Wi-Fi services.

(b) If there is a requirement for communications services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

22. TRANSLATION SERVICES

(a) During an OOTWsupport event, the HS Contractor may be requested to provide translation services.

(b) If there is a requirement for translation services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

23. MORALE, WELFARE, AND RECREATION (MWR) SERVICES

(a) In the absence of an existing U.S. Government authorized Information, Ticket and Tours (ITT) contract, during an OOTW support event, the HS Contractor may be requested to provide MWR services. Services may include, but not limited to, providing arranging trips, tours and hotel accommodations.

(b) If there is a requirement MWR services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

Attachment 10 - QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Husbanding Services
Western Pacific & Indian Ocean Regional Contracts

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance-based Performance Work Statement (PWS). This performance-based plan sets forth the procedures and guidelines the U.S. Fleet & Industrial Supply Center, and its detachments will use to monitor contractor's performance, evaluating port visit cost reporting, non-priced item pricing performance, and ship's overall satisfaction with the of the husbanding service contractor's port visit services.

1.1 PURPOSE

1.1.1. The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the port visit cost reporting requirements, adhering to the non-priced item pricing performance standards, and meeting the ship's task order requirements as identified in the PWS.

1.1.2 This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

2.0 PERFORMANCE MANAGEMENT APPROACH

2.1 The performance-based PWS structures the acquisition around "what" service is required as opposed to "how" the contractor should perform the work. This QASP will define the performance management approach taken by the Contracting Officer to monitor, manage, and take appropriate action on the contractor's performance against expected outcomes or performance objectives communicated in the PWS. Performance management rests upon developing a capability to review and analyze information generated through performance metrics. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management. The data generated in a performance management approach provides information that indicates whether or not expected outcomes for required services are being achieved adequately by the contractor.

2.2 Performance management also represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether or not outcomes are being achieved and migrates away from scrutiny on compliance with the processes and practices used to achieve the outcome. The only exceptions to process reviews are those required by law and compelling business situations such as safety and health. An outcome focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved at the desired levels of performance.

3.0 PERFORMANCE MANAGEMENT STRATEGY

3.1 The contractor will develop and utilize staffing and procedures, for use on a continuous basis, for self inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS.

3.2 The Contracting Officer will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The Government will make decisions based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

4.0 ROLES AND RESPONSIBILITIES

4.1. Procuring Contracting Officer (PCO). The PCO is the individual who performs preaward functions and awards or executes a contract. The PCO will retain post award functions. Accordingly, the PCO performs assigned post award functions related to the administration of the contract. Ensures performance of all necessary actions for effective contracting, monitors compliance with the terms of the contract, and safeguards the interests of the Government. The PCO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

4.2. Contracting Officer Representative (COR). The Government personnel who perform quality assurance functions for a contracted service.

- Provide technical assistance to the contracting office
- Provide functional continuity and stability
- Maintain proficiency in contract surveillance procedures
- Perform surveillance in accordance with the surveillance plan and provide documentation of surveillance observations to the PCO, as required
- Notify the PCO of any significant performance deficiencies
- Prepare input to the Contractor Performance Assessment Reporting System (CPARS)

4.3 Ordering Officers (e.g., Ship SUPPO) are responsible to

- Issue the orders in accordance with the terms and conditions
- Monitor, assess, and communicate the performance of the contractor. Government surveillance may occur under authority of the Inspection/Acceptance paragraph of clause 52.212-4, Contract Terms and Conditions – Commercial Items, for any supply or service relating to the contract.

5. PERFORMANCE OBJECTIVES AND METHOD OF SURVEILLENCE

The contractor shall provide husbanding service support in accordance with the PWS. While the contractor is fully expected to comply with all requirements in the PWS, the government's assessment of contractor performance will focus mainly on the performance objectives that are also listed in the Attachment 10a. QASP Matrix. The level of the acceptance for each objective is also established

5.1. Performance Objective #1:

Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 schedules provided as part of the RFP. The On-line Pricing Application Tool may be utilized for the creation of the estimate.

Method of surveillance: E-mail received from the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided.

Level of acceptance:

- On time	100%
- Up to 2 working days late, but before ship's arrival	80%
- 3-4 working days late, but before ship's arrival	60%
- Over 4 working days late but before ship's arrival	40%
- None before ship's arrival	0%

5.2. Performance Objective #2:

Submit final LogSSR within seven (7) days of each ship's departure (includes entering data into LogSSR and submitting all supporting documentation).

Method of surveillance: Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.

Level of acceptance:

- Within 7 calendar days after ship's departure 100%

- Within 08-14 calendar days after ship's departure 80%

- Within 15-30 calendar days after ship's departure 50%

- Over 30 calendar days after ship's departure 0%

5.3. Performance Objective #3:

LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages).

Method of surveillance: Compare the LogSSR data and PVCR/invoice data.

Level of acceptance:

- No errors 100%

- 1 error 80%

- 2 errors 60%

- 3 errors 40%

- Over 3 errors 0%

5.4. Performance Objective #4:

In Port Pricing. The HSP shall maintain the online pricing application's 'real-time' pricing capability and update non-priced item pricing and ordering data during the actual performance period the ship is in port. The HSP shall continue to input documentation into the application during the entire port visit.

The HSP shall update this report at least once per day of performance between the hours of 0700 and 2300, if applicable, while ship is in port until the completion of the ship's visit.

Method of surveillance: check the on-line pricing tool during the ship's visit and after the ship's departure to verify that the contractor updates the On-line Pricing Application with the additional requirements and for the non-priced item the procedure established has been followed.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

5.5 Performance Objective #5

Final Price Report. A Final Price Report must be reported in On-line Pricing Application Tool and itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 within forty eight (48 hours) after a ship leaves port. The HSP shall include all paid and unpaid invoices to the report.

Any changes to final prices paid shall be updated within the On-line Pricing application within one (1) calendar day of the change.

Method of surveillance: periodic checks of the On-line Pricing Application during port visits and forty eight (48 hours) after a ship leaves port.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

5.6 Performance Objective #6:

Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.

Method of surveillance: After each ship visit, the ship submits a port visit cost report indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

6.0 METHODOLOGIES TO MONITOR PERFORMANCE

6.1 In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate contractor performance. The Contracting Officer will use the On-line Pricing Application, the LogSSR and any input from the requiring activity as sources of comments on the contractor's performance.

6.2 The ships always have the option to communicate complaints to the Contracting Officer as opposed to the contractor. The complaints can be submitted during or after the visit; however the primary document that reports the complaints is the Port Visit Cost Report (PVCR). The Contracting Officer will accept the ships complaints and will investigate.

7.0 QUALITY ASSURANCE REPORTING

7.1. Within 30 days following the end of each quarter, the COR/PCO will prepare a report that shows the level of acceptance for each performance objective reached throughout the quarter. An overall average of the performance area objective area scores will be tracked for each port visit and for all port visits within the quarter. 80% is the overall goal for performance in each of these areas.

8.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

8.1 The Government shall use the observation methods cited to determine whether the AQLs have been met. The Government will evaluate the results which then may be translated into the specific negative incentives should performance not meet the AQL (for failure performance, see paragraph 9.0)

8.2 The PCO may require the contractor's project manager, or a designated alternate, to meet with the Government personnel as deemed necessary to discuss performance evaluation. The PCO will define a frequency of in-depth reviews with the contractor. However, if the need arises, the contractor will meet with the PCO as often as required or per the contractor's request. The agenda of the reviews may discuss:

- Performance measured by the metrics and trends
- Issues and concerns of both parties
- Recommendations made by the KO based on contractor information
- Issues arising from independent reviews and inspections

8.3 The PCO and contractor should jointly formulate tactical and long–term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the PCO.

9.0. FAILURE TO PERFORM

9.1 The contractor may be contacted for consideration, may receive negative past performance ratings or may be terminated based on failure to perform.

Consideration: The KO will negotiate consideration in instances where the HSP fails to meet performance requirements.

Negative Past Performance Ratings: The COR may submit negative performance information into the Contractor Performance Assessment Reporting System (CPARS).

Termination. If the KO determines that the contractor has failed to perform to the extent that a termination for cause is justified, the KO shall issue a notice of termination, consistent with FAR Part 12.

LIST OF ATTACHMENTS

Attachment 10a. QASP Matrix

Attachment 10a: QASP Matrix

Attachment 4a	Required Service		Levels
Required Service	Performance Standards	Method Of Surveillance	Goals
Timely submission of estimates within 48 hours after receipt of the order.	Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2. The On-line Pricing Application Tool may be utilized for the creation of the estimate.	E-mail received by the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided..	- On time 100% - Up to 2 working days late, but before ship's arrival 80% - 3-4 working days late, but before ship's arrival 60% - Over 4 working days late but before ship's arrival 40% - None before ship's arrival 0%
LogSSR and final cost reports	Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.	LogSSR Data-base	- Within 7 calendar days after ship's departure 100% - Within 08-14 calendar days after ship's departure 80% - Within 15-30 calendar days after ship's departure 50% - Over 30 calendar days after ship's departure 0%
LogSSR report accuracy	LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages)	Compare the LogSSR data and PVCR/invoice data.	- No errors 100% - 1 error 80% - 2 errors 60% - 3 errors 40% - Over 3 errors 0%

In Port Pricing	(1) The HSP shall maintain the online pricing application's 'real-time' pricing capability and update ALL pricing and ordering data during the actual performance period the ship is in port. The HSP shall continue to scan support documentation into the application during the entire port visit. (2) The HSP shall update this report at least once per day of performance between the hours of 0700 and 2300, if relevant, while ship is in port until the completion of the ship's visit.	On-Line Pricing Application	- Satisfied 100% - Not Satisfied 0%
Final Price Report	(1) A Final Price Report must be reported in On-line Pricing Application Tool and itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 within forty eight (48 hours) after a ship leaves port. The HSP shall include all paid and unpaid invoices to the report (3) Any changes to final prices paid shall be updated within the application one (1) calendar day of the change.	Online Pricing Application	- Satisfied 100% - Not Satisfied 0%
Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.	After each ship visit, the ship submits a port visit cost report to indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.	Ship's port cost visit report, observations, complaints	- Satisfied 100% - Not Satisfied 0%

Attachment 11 - QUALITY ASSURANCE FOR PROVISIONS

September 2006

SECTION I. GENERAL REQUIREMENTS

1. **SANITARILY APPROVED SOURCES:** All subsistence items shall be from approved sources as authorized, or exempted in NAVSUPINST 4335.4F/AR 40-657/AFR 161-32/MCO P10110.31G. Name and address of processing facility shall identify any subcontracting entities utilized other than the primary contractors. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore has available approved source listings of authorized subsistence incorporated into VETCOM Circular 40-1, Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Hawaii and Pacific) and other regions maintained and published by HQ, US Army Veterinary Command, Fort Sam Houston, Texas (http://vets.amedd.army.mil/vetsvcs/approved.nsf). The U.S. Army Veterinary Representative, prior to commencing a contract/Blanket Purchase Agreement (BPA), shall inspect all required potential sources identified. Failing to pass inspection shall be grounds for not issuing a BPA and grounds for cancellation if the facility fails inspection after a BPA has commenced. This applies to all contractors and subcontractors. Documents cited here shall be provided to the contractor upon written request.

2. **DELIVERY VEHICLES:** The supplies delivered under this contract/BPA shall be transported in a sanitary enclosed/covered or open flatbed vehicle. Semiperishable items delivered in open flatbed vehicle shall be covered with a tarp to protect products from rain or foreign objects. Vehicles shall be equipped to maintain the appropriate temperature for the subsistence being delivered. Vehicles shall be maintained in a sanitary condition to prevent contamination of the food and shall be subject to inspection by the government at all reasonable times. Supplies submitted for acceptance in vehicles, which are not sanitary, may be rejected without further inspection. Concurrent transportation of bulk contained pesticides, rodenticides, petroleum products, inedible products, household chemicals, or other caustic or volatile compounds are undesirable but occasionally necessary. When a carrier jointly transports subsistence and cleaning agents or hazardous products, the cleaning agents or hazardous products shall be segregated from the subsistence to the greatest extent. Segregated to the greatest extent means that all cleaning agents or hazardous products shall be unitized, loaded completely lower and horizontally from the subsistence to the maximum distance allowed by the physical configuration of the carrier. Shrink-wrap shall be used to secure items to pallets and provide stabilization.

3. **CODE DATING:** Master-shipping boxes shall be stamped or embossed with code dates, except Fresh Fruits and Vegetables, (FF&V). Coding must represent the date of slaughter, production, pasteurization, manufacture, or expiration/pull date. Open code shall have the date, month and year or Julian date, (last number of the year with the number of days). Closed code, such as letters and numbers, shall have an accompanying letter from the manufacturer explaining the code and shelf life.

4. **PACKAGING:** Standard commercial packaging is acceptable as long as it meets the requirements set forth in this agreement, product is protected from contamination, and quality is preserved. Products shall be packaged in non-returnable commercial containers that do not exceed 55 pounds or 25 kilograms per container. The use of a plastic shrink-wrap to secure items to the pallet shall be minimized.

5. **SHELF LIFE REQUIREMENTS:** Unless otherwise specified in this agreement, products shall be delivered with not less than one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining. If the supplies delivered DO not have the minimum number of days of shelf life remaining as set forth in this agreement, the government shall have the right to reject and/or require replacement.

6. **TEMPERATURE REQUIREMENTS:** Unless otherwise specified in this agreement, all perishable products shall be delivered between 32^{o}F-41^{o}F (0^{o}C-5^{o}C) for chilled and 0^{o}F (-18^{o}C) or below for frozen. Temperatures shall be checked between the primary container and the outer container to reduce product damage. If a discrepancy is suspected, internal temperature shall be checked prior to rejection or acceptance of the products.

7. **REJECTED ITEM:** Any item recommended for rejection by the U.S. Army Veterinary Representative or receiving activity shall be annotated on the invoice or delivery receipt. The Contracting Officer Representative shall negotiate on price adjustment for quality or short shelf life defect as requested by receiving activity based on the U.S. Army Veterinary Representative inspection results. Replacements shall be coordinated with the Contracting Officer Representative as requested by the receiving activity.

8. **FOREIGN ORIGIN PRODUCTS:** Foreign establishments DO not have to be Directory listed if the prepackaged finished items they produce are imported by distributors or brokers into the continental United States, Hawaii or Alaska for sale to U.S. Armed Forces. This exemption Does not apply to establishments importing food directly into the U.S. territories of American Samoa, Guam, or the Mariana Islands without entering the continental United States, Hawaii or Alaska.

9. **CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD:** See Appendix B below.

SECTION II. QUALITY ASSURANCE PROVISIONS BY ITEM

1. **DAIRY PRODUCTS:**

a. Milk products shall be from approved sources and meet the raw, pasteurized, bacteriological and chemical requirements of the United States Public Health Service (USPHS) Publication 229 (Grade A Pasteurized Milk Ordinance). Frozen deserts and novelties shall be from approved sources in accordance with applicable military or local specifications or in the absence of applicable specifications, good manufacturing practice. Bacteriological and chemical testing may be accomplished at origin or destination. The U.S. Army Veterinary Representative shall submit non-conforming results to the Contracting Officer and provide a copy furnished to the contractor with a letter of explanation. The letter shall inform the contractor that unreliable quality controls may result in suspending further deliveries in accordance with NAVSUPINST 4355.6A/AR 40-70. NAVSUPINST 4355.6/AR 40-70 sets forth the microbiological testing program and suspension procedures for dairy products.

b. Temperature on delivery: Fresh dairy products shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C). Frozen products shall be delivered at 0^{o}F (-18^{o}C) or below.

c. Cheese Related Products:

(1) Soft cheeses such, as mozzarella, natural provolone, cream cheese, and etc., shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C).

(2) Hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, etc., shall be delivered between 32^{o}F and 50^{o}F (0^{o}C and 10^{o}C).

2. **FRESH FRUITS AND VEGETABLES (FF&V): See Appendix A.**

a. All FF&V shall be freshest product available. FF&V shall have eye appeal and shall be a minimum of 90% free from quality defects and 100% free of decay or loss. The Contracting Officer Representative shall negotiate a downward price adjustment for quality defects based on the U.S. Army Veterinary Representative inspection results and confirmed by receiving activity.

b. FF&V shall be delivered in an enclosed vehicle, equipped to maintain the temperature required for the type of FF&V. Mixed loads of FF&V shall be between 35^{o}F and 55 °F (2^{o}C and 12^{o}C).

c. FF&V such as bananas that are sensitive to ethylene oxide shall not be palletized and wrapped with items that are ethylene oxide producers such as apples. Plastic wrapped around the product inside the boxes shall be removed to allow air circulation.

d. Fresh mushrooms shall not be packaged airtight. Packages that are wrapped in plastic shall have air hole cut into plastic 1/8 inch in diameter or larger.

e. FF&V such as bananas, potatoes and onions that are sensitive to chill damage shall be delivered without refrigeration or not less than 56 °F (14°C). FF&V delivered in an open flatbed vehicle shall be protected with a tarp.

f. For repacked FF&V, the recycled boxes shall be clean and odorless; weigh not more than 45 pounds, (20 kilograms); labeled with the name and weight of the item on two adjacent sides of the box and legibly handwritten or printed.

3. **FROZEN MEAT AND POULTRY**

a. Unless otherwise requested, all frozen meat and poultry products must be USDA inspected or USDA certified. They must be listed in one of the following publications: "Meat and Poultry Inspection Directory", or "Directory of Sanitarily Approved Food Establishment for U.S. Armed Forces Procurement. ".

b. Temperature at delivery shall be 0°F (-18°C) or below. If the product is frozen to the point that a bimetallic thermometer cannot be pushed into the product and there does not appear to be significant surface thawing or crystallization the product shall be considered acceptable. These factors shall be considered due to the lack of proper equipment for drilling frozen item.

c. Age at delivery in the frozen state:

(1) Beef shall be delivered no more than 12 months after the date of pack.

(2) Poultry shall be delivered no more than 12 months after the date of pack.

(3) Pork shall be delivered no more than 12 months after the date of pack.

(4) Lamb and veal be delivered no more than 12 months after the date of pack.

NOTE: If the manufacture, slaughter or expiration date is stamped, not embossed on the box, the Health Certificate from origin shall be available for verification by the inspecting U.S. Army Veterinary Representative.

4. **FROZEN WATERFOODS:**

a. Temperature at delivery 0°F (-18°C) or below and shall be checked using the guidance reference previously in paragraph II.3.a.

b. Age at delivery in the frozen state:

(1) Seasonal packed items shall be delivered no more than 12 months after the date of pack.

(2) Oysters shall be delivered within 6 months of shucking/freezing.

(3) Shrimp shall be delivered within 180 days, of packaging/freezing.

c. General Guidance: All items shall be delivered in excellent condition, practically free of parasites, and show no evidence of mishandling.

5. **SHELL EGGS:**

a. Shell eggs shall be cleaned and free of damage (broken, cracked, leaker, etc.,). The U.S. Army Veterinary Representative shall recommend rejection of eggs with excessive dirt or feces.

NOTE: A small quantity of dirt is allowed on eggs delivered from plants that are only approved for unwashed eggs, small defined as having relatively little size or slight dimension.

b. Fresh shell eggs delivered directly from the farms within 48 hours of production may be delivered in unrefrigerated vehicles that are covered. The vehicles must meet all the requirements listed in Section I, par. 2. Boxes shall be marked with the date of production with the vendor's name and address.

c. Chilled fresh shell eggs that are procured from food distributors shall be delivered in refrigerated vehicles and shall be delivered within 15 days from the date of packaging. Internal temperature of eggs at delivery must be 41°F (5°C) or below.

6. **BAKERY PRODUCTS:**

a. Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined.

b. Bakery products shall be delivered within 48 hours from the date of production. Frozen bakery products shall be delivered within 6 months from the date of production, (SL 12 months), and in a refrigerated truck with a temperature of 0°F (-18°C).

SECTION III. SPECIFIED ANCHORAGE DELIVERIES

1. Due to the special circumstances associated with anchorage deliveries, the following exceptions are authorized, but shall not relieve the contractor or the BPA holder of any other requirements in the Quality Assurance Provisions unless specifically listed below:

a. Dairy products may be delivered in non-refrigerated containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. When a refrigerated unit is not used, the dairy products shall be packed in special containers that hold multiple units of product (bi-wall/tri-wall boxes), with dry ice based on the product weight to maintain internal temperature of 41°F (5°C). The special container shall be packed to allow air circulation within. Dairy products shall be given the highest priority for loading/off-loading upon receipt.

b. FF&V may be delivered in unrefrigerated containers in the most expeditious manner to ensure the least amount of exposure to high temperatures.

c. Miscellaneous frozen products may be delivered in non-freezer containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. Frozen items shall be packed with dry ice based on the product weight to maintain frozen state. The special container shall be packed to allow air circulation within. Although slight temperature deviations may occur, proper packaging and sufficient quantities of dry ice shall preclude excessive temperature deviations and thawing. Any item showing sign of thawing shall be rejected.

2. Although special considerations are authorized in anchorage deliveries, no exceptions have been authorized or shall be accepted for reduced sanitary standards, including the sanitation of the vehicles, boats, and shipping containers. The reuse of containers to transport products with dry ice is authorized as long as the container is sanitary and serviceable.

3. No deviations to these Quality Assurance Provisions are authorized without prior written approval from the Contracting Officer and U.S. Army Veterinary Representative. Deviations shall be granted prior to quotes being accepted and only for the particular delivery in question.

APPENDIX A, PERISHABLE FOODS, TO ATTACHMENT 8 (QA PROVISIONS)

The following are requirements that apply to this contract:

PERISHABLE SUBSISTENCE COMPATABILITY GROUPS
(Extracted From DLAM 4145.12/ TM 38-400, April 1994)

Group 1

Temperature: 32° to 34°F (1° to 1°C).
Relative humidity: 90 to 95 percent.
Atmosphere: Normally used on berries and cherries only -10 to 20 percent CO_2.
Ice: Never in contact with commodity.

Note: Most members of this group not compatible with Group 6a or 6b because ethylene production by Group 1 can be high, and thus harmful to members of Group 6a or 6b.

Apples (except those varieties listed in Group 3)
Apricots
Berries (except cranberries) Cherries.
Figs (not with apples, danger of odor transfer to figs; also see Group 6a)
Grapes (not fumigated with surfer dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages).
Peaches
Pears
Persimmons Plums and Pomegranates
Quinces

Group 2

Temperature: 55^o to 65^oF(13° to 18°C)
Relative humidity: 85 to 95 percent.
Ice: Never in contact with commodity.
Avocados
Bananas
Eggplant {also see Group 5)
Grapefruit [1]
Guava
Limes
Mangoes
Muskmelons, other than cantaloupes
Casaba
Crenshaw
Honey Dew
Persian
Olive, fresh
Papayas
Pineapples {not with avocados, danger of avocados' odor absorption)
Tomatoes, green
Tomatoes, pink {also see Group 4)
Watermelons (also see Group 4 and 5)

Group 3

Temperature: 36° to 41°F (2°to 5°C).
Relative humidity: 90 to 95 percent: cantaloupes about 95 percent.

Ice: In contact with cantaloupes.
Apples (Grimes Golden and Jonathan (both, certain areas), Yellow Newton (California) and Mclntosh
Cantaloupes
Cranberries
Lemons [1] (use 50 to 55°F for more than a month)
Lychees (also see Group 4)
Oranges 1(Florida or Texas)
Tangerines

Group 4

Temperature: 40° to 45°F (4° to 7°C): beans 38° to 42°F (3° to 6°C).
Relative humidi1y: About 95 percent
Ice: Never in contact with commodity.
Beans snap
Lychees (also see Group 3)
Okra
Oranges [1] (California or Arizona)
Pepper; green (not with beans)
Pepper, red (if with green peppers, temperature adjusted toward top of range)
Squash, summer
Tomatoes, pink (also see Group 2)
Watermelons (also see Groups 2 and 5)

Group 5

Temperature: 50° to 55°F (10° to 13°C): ginger not below 55°F.
Relative humidity: 85 to 90 percent.
Ice: Never in contact with commodity.
Cucumbers
Eggplant (also see Group 2)
Ginger (not with eggplant, also see Group 7)
Potatoes (late crop)
Pumpkin and Squashes, winter
Watermelon (temperature adjusted for other members of the group; also see Groups 2 and 4),

Group 6a

This group, except for figs, grapes and mushrooms, is compatible with Group 6b
Temperature: 32° to34°F (0° to 1°C)
Relative humidity: 95 to 100 percent.
Ice: Never in contact with asparagus, figs, grapes, and mushrooms
Artichokes
Asparagus
Beefs, red
Endive and escarole
Figs (also see Group 1)
Grapes (not furnished with sulfur dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages)
Greens
Leek (not with figs or grapes)
Lettuce
Mushrooms
Parsley

Parsnips
Peas
Rhubarb
Salsity
Spinach
Sweet Corn
Watercress

Group 6b

This group is compatible with Group 6a, except for figs, grapes and mushrooms.
Temperature: 13°to 13°F (0° to l°C)
Relative humidity: 95 to 100 percent
Ice: Contact acceptable for all
Broccoli
Brussels sprouts
Cabbage
Cauliflower
Celeriac
Celery
Horseradish Kohlrabi
Onions green (not with rhubarb. Figs, or grapes; probably not with mushrooms or sweet corn)
Radishes
Rutabagas
Turnips

Group 7

Temperature: 5° to 65°F (13° to 18°C)
Relative humidity: 85 to 90 percent.
Ice: never In contact with commodity.
Ginger (also see Group 5)
Potatoes, early crop (temperatures adjusted for others)
Sweet Potatoes

Group 8

Temperature: 32°to 34°F (0° to 13°C)
Relative humidity: 65 to 70 percent.
Ice: never in contact with commodity.
Garlic
Onions dry

[1] Citrus fruits -Biphenyl fungicide may impart off odors to other commodities

The above information was extracted from Lipton, W.J. and J. M. Harvey, Compatibility of Fruits and Vegetables During Transport in Mixed loads, US Department of Agriculture Research Service, ARS51- 48 (September 1972).

Appendix B - CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD

Microbiological criteria for dairy products[1,2]

Product(s)	Standard Plate Count (SPC) (See notes 3&4)	Coliform count (See note 4)	combined yeast and mold count (See note 4)	Preliminary incubation count (See note 5)
Aseptically processed and packaged Milk and milk products	0 per ml (See notes 6&7)		0 per ml (See note 6)	0 per ml (See note 6)
Buttermilk and acidophilus milk			10 per gram	
Cottage cheese			10 per gram	10 per gram
Cream, sour cultured			10 per gram	10 per gram
Grade A pasteurized milk and milk products	20,000 per ml		10 per ml	200,000 per ml
Ice cream products, flavored, fruit and / or nuts	50,000 per gram		20 per gram	
Ice cream products, vanilla and plain flavored	50,000 per gram		10 per gram	
Frozen dessert mix:				
Vanilla flavor	50,000 per gram		10 per gram	10 per gram
other flavors	50,000 per gram		20 per gram	10 per gram
Yogurt, chilled			10 per gram	
Yogurt, frozen, plain			10 per gram	
Yogurt, frozen, flavored			20 per gram	
Yogurt, soft serve mix			10 per gram	

Notes:
1. Phosphates as specified in the PMO.
2. Products shall be free of antibiotic or pesticide residues or below the action levels established for such residues by the applicable Federal Regulatory Agency. Antibiotic residue testing shall be by the method described in the PMO. Examinations and test to detect adulterants, including pesticides, shall be conducted by methods recognized by the applicable Federal regulatory agency.
3. Not applicable to cultured products.
4. All counts are maximum allowed standards.
5. Samples must be received within 72 hrs of pasteurization. Preliminary incubation test is used as a determination of keeping quality.
6. Nonconformance's will be considered an imminent health hazard.
7. Either aerobic or anaerobic SPC.

Microbiological criteria for Environmental Swabs[1,2]

	Aerobic Plate Count (APC)	Coliform Count	
ATP (RLU) Counts			
Environmental swab	100 per 50 sq cm	10 per 50 sq cm	See Note 3

Notes:
1. Microbiological counts can be used as an index for evaluating the sanitation status of processing equipment and the facility.
2. All counts are maximum recommended limits.

3. Relative Light Units (RLU) are directly correlated to log cfu/sq cm . RLU maximum tolerances are dependent upon the manufacturer of the ATP bioluminescence reader. Follow manufacturer's instructions for RLU limits.

Microbiological criteria for Fish, fresh or frozen, including shellfish		
Counts[4]	m	M
Aerobic Plate Count (APC)	5,000 per gram	1,000,000 per gram
E. coli	10 per gram	500 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Vibrio parahaemolyticus [1]	10 per gram	100 per gram
Vibrio vulnificus[2,3]	Zero (0) Tolerance	
Salmonella[2]	Zero (0) Tolerance	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Used for oysters and fish designed to be consumed raw.
2. No viable pathogen in a 25 gram sample.
3. Limit is established as non-detectable depending on method used and detection limit.
4. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Fruit Juice, Fresh or Frozen				
	Standard Plate Count (SPC) [3]		Coliform count	Combined Yeast and Mold count
Product(s)	m	M		
Aseptically processed juice[1]	0		0	0
Pasteurized Juice[2]		20,000 per ml	20 per ml	200 per ml
Non-Pasteurized Juice[4]	50,000 per ml	100,000 per ml		

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Must be labeled as aseptically processed and process must be verified.
2. Must be labeled as pasteurized.
3. Plate count limits for juices, except for aseptically processed juice, are used as a quality indicator and may assist in determining keeping quality and/or shelf life.

4. Non-pasteurized juice is not approved for US Armed Forces Procurement.

Microbiological criteria for Kimchee [1,3,4]		
Counts [9]	m	M
Coliform (MPN)	10 per gram	
Clostridium perfringens	100 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Pseudomonas ssp [7]	200 per gram	
Streptococcus ssp [7]	10 per gram	
Listeria monocytogenes[8]	0	
Salmonella ssp[2,8]	0	
Vibrio ssp[5,8]	0	
Salt %	$\geq$ 2.5/wt	$\leq$ 3.5/wt
pH	$\geq$ 4.2	$\leq$ 4.7
Polygalacturonase [6]	Negative	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Products containing monosodium glutamate (MSG), nuts or nut oils must be labeled appropriately to reflect potential allergenic contents.
2. Only for varieties containing meat or poultry, sprouts, watercress or melon.
3. Varieties of Kimchee include, but are not limited to: Vegetables: winter, spring, cucumber, wrapped, Yolma, Chang, radish (Nabak), white (Pak), western-cabbage, pony-tail radish (Chonggak), eggplant, green onion, pumpkin, spinach, leek, green pepper; Chanachi: radish, green pepper, cucumber, garlic cabbage; Kaktagi: radish, radish and oyster Kaktuki; Tong Chimi;: radish tongchimi; Shikhae: chicken, andong, Alaskan Pollock shikhae.
4. All Kimchee products must be delivered and stored refrigerated with a definitive shelf life marked on each container.
5. Only for varieties containing fish or seafood ingredients.
6. Polyglacturonase activity is an indicator of overripening and spoilage, inferring the possible presence of Bacillus subtilus, Saccaromyces fragilis, Candida pseudotropicalis, Oospora lactis, Asperfillus ssp., and Penicillium ssp.
7. Excessive acidification may be due to high counts of these organisms; this is an indicator of very poor quality product.
8. Zero tolerance pathogens.
9. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Retail Ground Beef, Beef Trimmings, Ground Pork , Poultry (Chilled or Frozen)		
Counts	m	M

Aerobic Plate Count (APC)	100,000 per gram	1,000,000 per gram
Fecal Coliform	50 per gram	500 per gram
Total coliform	100 per gram	1,000 per gram
E. coli	10 per gram	< 110 per gram
Coagulase Positive Staph	<100 per gram	500 per gram
Salmonella species	Zero (0) Tolerance[1]	
E.coli O157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.

Microbiological limits for Sandwiches, Prepared Salads and Spreads, Bagged Salad, and Cut Vegetables [4]

Counts[3]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli most probable number (MPN)	3 per gram[2]	10 per gram
Coliform (fecal)	10 per gram	100 per gram
Yeast and mold count	200 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Campylobacter jejuni	Zero (0) Tolerance[1]	
Salmonella species	Zero (0) Tolerance[1]	
Listeria moncytogenes	Zero (0) Tolerance[1]	
E. coli 0157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that "M" are of marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. No viable pathogen in a 25 gram sample.
2. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
3. Products may not be examined for all microbial characteristics as listed above. Contact laboratory if specific tests are required.
4. Tuna, chicken, ham and egg salads are tested the same, regardless whether on bread or submitted in tubs, buckets or other retail containers.

Microbiological criteria for Soft Serve Ice (cream) Milk and Soft Serve Yogurt at the retail/user level[2]

Counts	m	M
Standard plat count [1]	50,000 per gram	250,000 per gram

Coliform	10 per gram	100 per gram
Combined Yeast & Mold		100 per gram

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
Standard Plate Count (SPC) does not apply to yogurt products.
Soft serve and Yogurt machines.

Microbiological limits for Tofu

Counts[2]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram coli (MPN)
<3 per gram	10 per gram	
Staphylococcus aureus	100 per gram	1000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
Yersinia entercoliticus[1]	Zero (0) Tolerance[1]	

Legend:
m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. Products may not be examined for all microbial characteristics as listed above.

Microbiological and Chemical criteria for Bottled Water[1] and Vending Machine Water[2] and Ice

Counts	m	M
Coliform	0 per 100 ml	
Coliform (bottled water)	0 per 250ml	
Heterotrophic Plate Count [5]	1000 per ml	100,000 per ml
Pseudomonas aeruginosa	Zero (0) Tolerance	
Flouride[2]		
Arsenic[2]		
Trihalomethanes[2]		
Chlorine[2]		
Dissolved Solids[4]		
Silver [3]	None Detectable	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Bottled water is tested IAW the specific limits set forth by the Code of Federal Regulations (CFR) and current Environmental Protection Agency (EPA) regulations.
2. Vending machine water requirements are from the Association of Food and Drug Officials Model Code, 1997; Ice standards are derived from the International Packaged Ice Association. These are the minimum tests required for Vending Machine water.
3. Current published regulatory limits apply.
4. Only those machines utilizing silver impregnated carbon filters. Dissolved solids measurements are for vending machines labeled "Purified".
5. Ice and water derived from well water or surface water sources marketed at retail have higher allowable HPC limits. See current guidelines established in the CFR.

Microbiological criteria for Retail/User level Pre-packaged Deli and RTE Products[4]

Product(s)	APC[3]	Listeria spp.[2]	Salmonella[2]	Coliform[2]	E.Coli O157:H7
Luncheon Meats, frankfurters, Beef, poultry & pork	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance	
Cheese, soft and hard	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Pasteurized, liquid, frozen or Dried egg	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Pizza topping (meat & cheese)	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Dried meats sticks, jerky [1]	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance	

Notes:
1. Yeast and mold combined count should not exceed 100 /g.
2. No viable pathogen in a 25 gram sample. All counts are maximum allowable limits.
3. See Table Below for APC values in RTE Products.
4. Includes all like type/style products not otherwise listed.

Additional Microbiological limits for Commercial (Food Court Style) RTE Products[2,4]

Counts	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli (MPN)	3 per gram [3]	10 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
E. coli 0157:H7[1]	Zero (0) Tolerance[1]	
Campylobacter jejuni	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. This table is primarily designed for hot food lines.
3. ≤ 10 per gram if using 3M Petri Film for E. coli counting.
4. Products may not be examined for all microbial characteristics when submitted. These values are primarily used when conducting food borne illness investigations and overall quality characteristics.

PART VI - Summary of Directory Listing Requirements

Federal Supply Class (*Note 1)	Listing Required	Listing Not Required
8905 (*Notes 2, 3)	All fish, meat, poultry, and shellfish, including: Buffalo meat. Fish, canned. Fish, fresh or fresh smoked, modified atmospheric packaged. Fish, fresh or frozen, packaged. Herring, pickled. Quail. Rabbits. Salmon, smoked. Squid.	Crabs, live. Crawfish, live. Fish, fresh or frozen, whole and/or eviscerated, head on or off, unscaled, unpackaged. Lobster, live. Shrimp, fresh or frozen, whole or head off.
8910 (*Notes 4, 5)	All dairy foods and eggs, including: Cream, sterilized. Creamer, coffee, dairy. Dairy soft serve mixes. Desserts/puddings, frozen. Egg nog, canned. Egg substitutes. Italian ices. Topping, real cream. Yogurt, fresh or frozen.	Chocolate drink mix, non-dairy. Powdered dairy mixes. Toppings, non-dairy.
8915 (*Note 7, 8)	All pre-cut pre-packaged minimum processed fresh fruits and vegetables. Kimchee. Mushrooms, whole and sliced. Salads, non-meat, with or without dressing (not USDA listed). Vegetable sprouts. Fruit juices and nectars, refrigerated.	All unprocessed fruits and vegetables. Olives. Fruit juices and nectars, shelf stable or frozen concentrate.
8920 (*Notes 6, 9)	Bakery and cereal products (baked and unbaked, fresh and frozen), specifically: Croissants. Doughnuts Egg roll wrappers. Flour and corn tortillas. Wet pasta (noodles). Pastries. Pies. Soft pretzels. Won ton wrappers. Filled bakery items.	All other bakery products, including: Bagels. Batter mix, dry. Biscuits, canned. Breads, rolls, and buns. Cake mix, dry. Cakes, unfilled. Cookie mix, chilled or dry. Cookies, unfilled. Crackers. Cupcakes, unfilled. Dough, frozen or chilled. Dumplings, frozen. English muffins.

		Flour. Fruitcakes. Melba toast. Muffins Pancake batter, frozen. Pancake/waffle mix. Pasta, dry (noodles). Pizza crust. Taco shells. Toaster pastries. Pie crusts, unfilled. Waffles, frozen.
8925		All confectionery, nuts, and sugars.
8930		All jams, jellies, and preserves.
8935		Bouillon and soups.
8940 (*Notes 2, 3, 4, 5, 10)	Dietary foods and specialty preparations, specifically: Fish, meat, poultry, dairy, egg, and shellfish products. Pickled eggs. Frozen dinners. Pudding novelties, frozen or chilled. Tofu.	All other dietary and specialty preparations, including: Baby formula, canned. Chips, nacho or potato. Creamer, coffee, imitation (non-dairy). Dips. Nacho cheese, canned. Nutri-why. Popcorn. Puddings, canned.
8945		Fats and food oils, including margarine
8950		All condiments and related products, including: Salad dressings. Mexican salsa)
8955		All cocoa, coffee, and tea.
8960	Beverages, nonalcoholic; specifically: Ice. Bottled water.	All other nonalcoholic beverages, including: Dry ice. Fruit drink mix containing no fruit juices.
8965		Non-MRE beverages, alcoholic.
8970 (*Note 2)	MRE food composite packages	Non-MRE composite food packages.
8975		All tobacco products.

*Notes:

1. For complete item listing within each class of the 8900 (subsistence) Federal Supply Class (FSC) Group, refer to Federal Supply Catalog C8900-SL, Stock List--FSC Group 89 Subsistence.
2. Meat and poultry establishments listed in the *USDA Meat and Poultry Inspection Directory* may serve as sources of meat and poultry items as indicated. These products must bear the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to meat or poultry inspection acts must also be Directory listed for those items.
3. Directory listing is not required for establishments on the Interstate Certified Shellfish Shippers List (ICSSL). Fish, fresh or fresh smoked, modified atmospheric packaged (when distributed in a chill state) must be Packed Under Federal Inspection (PUFI) by the USDC or listed specifically in this Directory. Establishments supplying other fish

products must be Directory listed unless listed by the United States Department of Commerce (USDC) in the *USDC Approved List of Fish Establishments and Products*.

4. Directory listing is not required for shell egg sources listed in the *Directory of Grading Offices and Plants Operating Under USDA Poultry and Egg Grading Programs*. Establishments listed in the *USDA Meat and Poultry Inspection Directory* for dried or liquid/frozen egg products may serve as sources for those products, as coded.
5. Establishments having a pasteurized milk compliance rating of 90 percent or higher, certified by a State milk sanitation officer, and listed in the *Sanitation Compliance and Enforcement Rating of Interstate Milk Shippers (IMS) List* may serve as sources of milk and milk products, as listed. Listing in this Directory is mandatory to serve as a source of other milk and milk products and/or frozen dessert items. Establishments listed in the *Dairy Plants Surveyed and Approved for USDA Grading Service* may serve as sources of manufactured or processed dairy products as listed by product code. Those operations denoted with "P" codes (packaging and processing) must be Directory listed when providing ungraded manufactured or processed dairy products.
6. Directory listing is not normally required for semiperishable and nonanimal origin ingredient sources for items such as ready-to-eat bakery products and ice cream.
7. Establishments processing ready-to-eat, chilled, and prepared non-meat salads (such as potato, egg, tuna, chicken, turkey, ham, bean, macaroni, or cole slaw) must be Directory listed.
8. Only pasteurized juices are authorized for purchase by the DOD.
9. Directory listing for natural and artificial cream or fruit filled pie crusts, cakes, and cookies is not required if the finished item will not support pathogenic microbial growth.
10. Establishments producing finished products containing less than 3 percent by weight components of animal origin may be exempted from Directory listing by the command publishing this Directory.

Attachment 12 - FLOATING LINE OF DEMARCATION SPECIFICATIONS

The following are Floating Line of Demarcation (FLD) Specifications used for this contract:

1. The Contractor shall provide a FLD to identify a restricted area in the water of approximately 330 feet (100 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. The FLD is to help identify a safe standoff zone.

2. The size of the FLD will depend on the class of ship. Pier side, the FLD should be positioned 330 feet (100 meters) fore and aft of the ship and 330 feet (100 meters) out into the water from the ship. If sufficient space is not available then the FLD will be positioned as far as possible from the ship. At anchorage, the FLD will be positioned 330 feet (100 meters) outside the swing radius of the ship.

3. There are two types of FLDs that are currently authorized.

3.1. Continuous Line FLD – If allowed by the Port, the Contractor shall provide a Continuous Line FLD per the specifications listed below.

3.1.1. The FLD must fully enclose ships at dockside or at anchorage. The FLD will have an Entry Control Point (ECP) where the FLD may be opened up when authorized watercraft require access to the ship. The Contractor will provide a boat and crew to open up and close the FLD at the ECP.

3.1.2. Specifications:

3.1.2.1. Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable ECP for access.Floatation devices positioned every meter on the line.

3.1.2.2. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing strobe lights (standing at least one meter high above the water) and positioned every 75 meters along the line.

3.1.2.3. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the FLD. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD intact at all times regardless of sea conditions. Failure of the system to remain in place may result in deductions to the invoice.

3.2. Buoy System FLD - This is an acceptable alternative to the Continous Line FLD requirement. Some Ports may require the buoys to be temporarily moved and replaced if a commercial ship requires the water space. Whether continuous line FLD or buoy system FLD is ordered and provided, billing shall be at the single rate specified in the Attachment 2 schedules for the ‘Floating Barrier/Line of Demarcation‘ under LLIN XX12AF.

3.2.1. The Contractor shall provide a Buoy System FLD per the specifications provided below.

3.2.2. The Contractor shall provide a Buoy System FLD to identify a restricted area around ships. The purpose of the Bouy System FLD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 100 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible on both ship and shore based radar. The Picket Boats will patrol outside of this visual reference. The Buoy System FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) workboats to tend to the Buoy System FLD at all times.

3.2.3. Provide the system with weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

Attachment 13 - PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

1. The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

2. The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

3. Ships at anchorage will normally require two Picket Boats.

4. The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate Lot Line Item in the contract.

5. The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

6. The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

7. The Picket Boat will meet the following requirements:

7.1. Licensed for commercial operations by local country Department of Transportation.

7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

7.4. If a deckhand crewmember is required, only qualified personnel are used.

7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

7.11.4. Portable Spotlight

Attachment 14 - SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

    1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

    1.2. Security guards may be provided through private security firms or through local police officials.

    1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

    1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

    1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pierside:

    2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

    2.2. All pierside guard services will be performed within the parameters of local Laws and Regulations.

    2.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

    2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

    2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

    2.6. The following equipment will be required as a minimum for each guard:

        2.6.1. Uniform as provided by contractor or authorities;

2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. ROEs Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats:

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2 If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3 The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4 As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

Attachment 15 - FUEL SPECIFICATIONS

The following are the Fuel Specifications for this contract:

SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	**Requirement**	**Text Method**
Appearance, @ 25ºC or ambient temperature whichever is higher	Clear, bright and free of vis particulates	D 4176 1/
Demulsification, @ 25ºC, minutes (max)	10	D 1401 2/
Density, @ 15ºC, kg/m^3 (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, ºC 50% point, ºC 90% point, ºC, (max) end point, ºC, (max) Residue º Loss, % vol., (max)	 Record Record 357ºC 385ºC 3.0	D 86 3/
Cloud Point, ºC, (max)	-1ºC	D 2500
Color, (max)	3	D1500
Flash Point, ºC, (min)	60ºC	D 93 4/
Particulate Contamination, mg/liter, (max)	10	D 5432 5/
Pour Point, ºC, (max)	-6ºC	D 97
Viscosity, @ 40ºCm mm^2/second	- 1.7 - 4.3	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100ml,	1.5	D5304 (R), D 2274 6/
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664
Aniline Point, ºC, (min)	60ºC	D 611
Ash, % wt., (max)	0.005	D 482
Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 7/
Corrosion, @ 100ºC, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min) Cetane Index, (min)	42	D 613 (R), D 976 8/
Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 26
Trace Metals, ppm, (max) Calcium Lead Sodium plus Potassium Vanadium	 1.0 0.5 1.0 0.5	D 3605 9/
Additive Names and Dosages	Record	

1. If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709, 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains visible sediment or particulate matter, but meets the requirement of 10 mg/1 (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.

2. The demulsification text shall be conducted in accordance with the following exceptions:

(a) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.

(b) The test temperature shall be 25ºC.

(c) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute.

3. As the end point of the distillation is approached, if either a thermometer reading of 385ºC or a decomposition point is observed, discontinue the heating and resume the procedure as directed in ASTM D 86.

4. The flash point value is the absolute and no value less than 60ºC is permissible.

5. A one-liter minimum sample shall be used.

6. ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours to 40 hours.

7. When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fuel, without the cetane improver.

8. Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified in Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.

9. Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of the inspection authority.

Minimum Requirements for Purchases of Commercial Distillate Fuels ((Navy) Marine Gas Oil) for Bunkers

The following minimum requirements have been established for use when buying fuel (gas oil - 100% distillate) from commercial sources when F76 is not available. Marine Gas Oil is not acceptable as cargo fuel on Navy Oilers.

TEST	**METHOD**	**REQUIREMENTS**
1. Cetane Number	ASTM D 613	45 min
or		
Cetane Index	ASTM D 976	45 min

Note: A cetane index of 41 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exce maximum of 338ºC. A cetane number of 40 or above, but less than 45, is acceptable provided the 90% Distillation Poi not exceed a maximum of 338°C.

2. Appearance @ 21ºC or ambient temperature (whichever higher)	Visual	Clear & Bright
or		
Water and Sediment	ASTM D 2709	0.05% max
3. Distillation. 90% Point	ASTM D 86	375ºC max
4. Flash Point	ASTM D 93	60ºC min

5. Pour Point	ASTM D 97	Report
6. Cloud Point	ASTM D 2500	-1.1ºC (30 °F)
7. Viscosity @ 40ºC	ASTM D 455	1.7 - 4.5 CST
8. Color	ASTM D 1500	3 max
9. Gravity	ASTM D 1298, D 287	Record
10. Carbon Residue	ASTM D 524	0.35% max
11. Ash	ASTM D 482	0.01% max
12. Sulfur	ASTM D 129, D 1552 D2622	1.00% max
13. Copper Corrosion	ASTM D 130	3 max

C16.23-2 COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC JAN 1998)

Offered product shall conform to the following requirements which are suitable for Marine Gas Turbine.

	TEST	METHOD	REQUIREMENTS
1.	Cetane Number	ASTM D 613	42 min
	or		
	Cetane Index	ASTM D 976	43 min

NOTE: A Cetane Number of 40 minimum, or a Cetane Index of 41 minimum, is acceptable provided the 90 Percent Distillation Point does not exceed a maximum of 338^{O}C.

2.	Appearance @ 21^{O}C or ambient temp. (whichever higher)	Visual	Clear & Bright
	or		
	Water & Sediment	ASTM D 2709	0.05 vol % max.
3.	Distillation, 90% point	ASTM D 86	357^{O}C max.
4.	Flash Point	ASTM D 93	60^{O}C min

NOTE: The flash point value is absolute and no value less than 60^{O}C is permissible.

5.	Cloud Point	ASTM D 2500	-1.1^{O}C (30^{O}F) max.

NOTE: Cloud Point results will be evaluated based upon bunkering location.

6.	Viscosity @ 40^{O}C	ASTM D 445	1.7 - 4.5 cst
7.	Color	ASTM D 1500	3 max.

NOTE FOR DOMESTIC ITEMS: This Color test requirement is deleted if red dye has been added in compliance with U.S. Environmental Protection Agency or Internal Revenue Service regulations; however, the resulting fuel/dye blend must have a red tint. It shall not be visually brown or darker in appearance.

8.	Density @ 15^{O}C	ASTM D 1298	876 kg/m^3 max.
9.	Carbon Residue on 10% bottoms	ASTM D 524	0.35 mass % max.

		ASTM D 189	
10.	Ash	ASTM D 482	0.01 mass % max.
11.	Sulfur	ASTM D 4294, ASTM D 1552, or ASTM D 2622	1.0 mass % max.
12.	Corrosion	ASTM D 130	3 max.
13.	Distillate Fuel (fuel shall contain no residual)	None	100%

C36 FUEL OIL, INTERMEDIATE, GRADES RMB-10 (IFO 60)/RME-25 (IFO 180)/RMG-35 (IFO 380) (DESC MAY 1997)

Product shall conform to ISO 8217:1996 or ASTM D 2069-91. Product conforming to ASTM D 2069-91 shall meet the following additional requirements:

REQUIREMENTS	**GRADE RMB-10 (IFO 60)**	**GRADE RME-25 (IFO-180)**	**GRADE RMG-35 (IFO 380)**	**GRADE TEST METHOD**
Density @15^{o}C, kg/m^{3}, max	981.0	991.0	991.0	ISO 3675/12185
Aluminum plus silicon, mg/kg, max	80	80	80	ISO 10478
Total Sediment, potential, %(m/m), max	0.10	0.10	0.10	ISO 10307-2

Attachment 16 - WATER TAXI SPECIFICATIONS

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxi specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated NAVSUP Fleet Logistics Center Yokosuka or its sites' Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor, the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including COMPACFLT.

5. COMSEVENTHFLT Specifications:

5.1. Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the respective countries. Notwithstanding compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

5.1.1. Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

5.1.2. Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

5.1.3. The following information shall be conspicuously posted in both English and (the appropriate foreign language):

5.1.3.1. Current Operator's/Captain's license and boat names.

5.1.3.2. Passenger/weight capacity limit notice.

5.1.3.3. Location of life jackets and other life saving equipment.

5.1.3.4. Location of all exits indicated in large letters.

5.1.3.5. Emergency procedures

5.1.4. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

5.1.5. Operation of the boat shall be in a safe and seaworthy manner.

5.1.6. The consumption of alcoholic beverages shall not be permitted aboard the boat.

5.2. Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by the respective countries for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

5.3. Security: During the term of this contract the ship(s) to be serviced (insert ship name if purchase order) agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

5.4. Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

5.5. Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

5.5.1. Hull

5.5.1.1. Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures.

5.5.1.2. Superstructure, including masts and stacks.

5.5.1.3. Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.

5.5.1.4. Provisions for drainage of sea water from exposed decks over the side and not into the bilges.

5.5.1.5. Access/egress points- adequacy of number and location.

5.5.2. Machinery

5.5.2.1. 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.

5.5.2.2. Main propulsion and auxiliary machinery essential to operation of boat.

5.5.2.3. Sea and bulkhead closure valves.

5.5.2.4. Bilge auction strainers and dewatering systems-bilge pump to be tested by operation

5.5.2.5. Bilges free of flammable liquids

5.5.3. Electrical

5.5.3.1. Cables.

5.5.3.2. Navigation, deck, and emergency lights.

5.5.3.3. Rotating electrical machinery; e.g., generators and motors --Storage batteries

5.5.4. Lifesaving equipment

5.5.4.1. Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.

5.5.4.2. Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.

5.5.4.3. First aid kits, life rings and distress lights.

5.5.4.4. Distress signaling devices

5.5.5. Fire fighting equipment

5.5.5.1. Fire pump - test by subjecting fire hose(s) to fire pump pressure.

5.5.5.2. Portable fire extinguishers.

5.5.5.3. Fixed systems, e.g., C02 cylinders.

5.5.6. Steering apparatus

5.5.7. Miscellaneous systems and equipment

5.5.7.1. Harbor charts.

5.5.7.2. Ground tackle and mooring lines.

5.5.7.3. Whistle/fog horn, bell.

5.5.7.4. Lighted compass.

5.5.7.5. Radar.

5.5.7.6. 2-way radio capable of Bridge-to-Bridge communications.

5.5.7.7. Current license.

5.5.7.8. Operator qualifications.

5.6. Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement-is that contained in paragraph 4.7 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

5.7. Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

5.7.1. Safety of operations. Insure the following are present and in working condition:

5.7.1.1. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.

5.7.1.2. Fire extinguishers sufficient for the size of the vessel operated.

5.7.1.3. Radio (with battery backup) capable of Bridge-to-Bridge communications.

5.7.1.4. Anchor/chain sufficiency for the size of the vessel operated.

5.7.1.5. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

5.7.2. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:

5.7.2.1. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

5.7.2.2. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.

5.7.2.3. Ensure no bare or exposed electrical wires or connections are located in the passenger area.

5.7.2.4. Validate that sufficient unobstructed exits are present and marked in English.

5.7.2.5. Verify that no missile hazards, gear adrift, or trip hazards exist.

5.7.3. The following shall be conspicuously displayed, in English:

5.7.3.1. Passenger/weight capacity.

5.7.3.2. Location and number of life jackets.

5.7.3.3. Location of life saving equipment.

5.7.3.4. Locations of exits (if not obvious).

5.8. Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the

deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

5.9. If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

Attachment 17 - REQUEST FOR SANITARY INSPECTION

SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
NAVSUP Fleet Logistics Center Yokosuka, Site Singapore
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD, BLDG 7-2
SINGAPORE 759657

Dear Sir:

We are interested in supplying (e.g. specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

Attachment 18 - NATIONAL PRIMARY DRINKING WATER REGULATIONS (NPDWR) TREATED WATER QUALITY STANDARDS

1. Contaminant levels for inorganic chemicals (effective 1 January 1993)

CONTAMINANT	*MCLG (mg/L) [1]*	*MCL (mg/L)*	*AL (mg/L [2])*
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0		.015 [4]
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
TOTAL NITRATE AND NITRITE (AS N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE :	4	4	

(1). Maximum contaminant level goal (MCLG). The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are nonenforceable health goals.

(2) Action level (AL). Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90^{th} percentile" level is greater than 0.015 mg/L).

2. Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 - DICHLOROETHANE	0	0.005
1,1 - DICHLOROETHYLENE	0.007	0.007
PARA - DICHLOROBENZENE	0.075	0.075
1,1,1 - TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.6
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 - DICHLOROPROPANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES (TOTAL)	10	10

3. Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) effective 01 January 1993))

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3- CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S (AS DECACHLORBIPHENYL)	0	0.0005
ALDICARB	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10[(1)]

[(1)]. The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

4. Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites that are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Reference (d) contains sampling requirements for the Navy public water system.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Autoanalysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the multiple-Tube Fermentation (MTF) Technique, and the membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use is included in reference (1).

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, except where the State waives this requirement on a case-by-case basis.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the State may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before, unless the MCL has been violated and the system has notified the State (in which case the State may reduce or eliminate the requirement to take the remaining samples).

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms. Or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements that apply when a sample is fecal coliform-positive.

5. Turbidity The MCL for turbidity applies to both community water systems and noncommunity water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at State option).

b. Five turbidity units (maximum) average for 2 consecutive days.

c. These requirements apply to filtered systems until 29 JUNE 1993. The requirements apply to unfiltered systems that the State has determined, in writing, must install filtration until 29 June 1993 or until filtration is installed whichever is later. After the above dates, consult the latest edition of 40 CFR 141.

6. The MCL for Radiological Contaminants are:

Gross alpha particle activity including radium 226 but excluding radon and uranium . . . . . .15 pCi/L
Combined radium-226 and radium 228 . . .. .5 pCi/L
Tritium . . . . .20,000 pCi/L
Strontium-90. . . . . 8 pCi/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

7. Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

Attachment 19:Host Nation Port Fees Agreements SEVENTH Fleet AOR

General(all countries): United States military aircraft, warships, and auxiliaries (including USNS vessels, afloat pre-positioned force ships, and United States flagged, time-chartered vessels) will not pay taxes, tariffs, fees, or duties in foreign ports. In all cases, the U.S. will be liable to pay for specific services rendered at their request.

Additional country-specific language: Additionally, for the following countries, the described fees, dues, use charges will not be paid by the U.S.:

1. Australia

a. For the United States Armed Forces, use of **public services and facilities** owned, controlled or regulated by the Australian government or its instrumentalities, the terms of use, including charges, shall be no less favorable than those available to other users in like circumstances unless otherwise agreed.

b. The United States government will not pay for landing charges for the use of aircraft in any airport in Australia.

c. United States government will not pay toll charges, including light and harbor dues, for the use of port facilities owned, controlled or regulated by the Australian Government, nor shall such vessels be subject to charges, therefore, at these ports.

d. Chapeau Agreement – 1 Dec 1995 (Paragraph 5): In regard to the provision of logistics support, each Party shall provide, upon request and subject to availability, food, water, billeting, transportation, petroleum, oils, lubricants, clothing, communications services, medical services, ammunition, storage services, training services, repair and maintenance services, spare parts and components, access to and use of facilities, base operations support (including construction incident thereto), airfield and port services, as reflected in written arrangements between our national defense organizations. The furnishing of such support shall create a corresponding obligation to provide cash reimbursement, replacement in kind, or replacement of equal value, which shall be discharged, as may be set forth in a written arrangement. Payment, if required, for the provision of such logistics support, shall be calculated upon such terms as are most favorable to the recipient under the national laws of the providing Party.

2. Brunei. The United States government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for vehicles, vessels and aircraft operated by or for the United States Armed Forces.

3. Diego Garcia. The United States government will not pay for the use of anchorage or airfields at Diego Garcia for aircraft and ships owned or operated by or on behalf of the Government of the United States (Collection of dues and charges for use of the anchorage and airfields at Diego Garcia which may be levied by the Commissioner shall be his responsibility).

4. Timor Leste. The United States government will not pay landing, navigation, overflight or parking charges, port and pilotage fees, or overland transit fees for vehicles, vessels, and aircraft owned or operated by or for the U.S. Armed Forces while in the Democratic Republic of Timor-Leste.

5. Japan. The United States government will not pay for tolls, fees or landing charges for vessels, vehicles, and aircraft operated by, for, or under the control of the United States for official purposes.

6. Republic of Korea. The United States government will not pay for tolls, fees or landing charges for vessels, vehicles, and aircraft operated by, for, or under the control of the United States for official purposes.

7. Malaysia. The United government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, while in Malaysia.

8. Micronesia and Marshall Islands. The United States government will not pay taxes, fees or other charges associated with the movement of United States Armed Forces aircraft, vessels and vehicles in the Marshall Islands and the Federated States of Micronesia, including access to and use by them of defense sites, ports, harbors and air-fields. However, the United States government will pay for specific services rendered at their request, including materials received at their request in connection with the use of ports, harbors and airfields in the Marshall Islands and the Federated States of Micronesia.

9. Mongolia. The United States government will not pay for navigation, landing, parking or overflight charges, or tolls or other use charges, while in Mongolia.

10. Palau. The United States government will not pay taxes, fees or other charges associated with the movement of United States Armed Forces aircraft, vessels and vehicles in Palau, including access to and use by them of defense sites, ports, harbors and airfields. However, the Armed Forces of the United States and United States contractors will pay for specific services rendered at their request, including materials received at their request in connection with the use of ports, harbors and airfields in Palau.

11. Papua New Guinea. The United States government will not pay for landing or port fees, navigation or overflight charges, including light and harbor duties, for vehicles, vessels and aircraft operated by or for the United States Armed Forces while in Papua New Guinea.

12. Republic of the Philippines. The United States government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for vehicles, vessels and aircraft operated by or for the United States Armed Forces while in the Philippines.

13. Russia. The United States government will not pay for landing fees, navigation charges, port charges, tolls and similar charges by the Russian Federation, or any subdivision thereof, for the access and movement of aircraft and vessels operated by or for the Government of the United States of America in connection with United States assistance programs in the Russian Federation.

14. Western Samoa. The United States government will not pay for landing or port fees, navigation or overflight charges, or tolls or other charges, including light and harbor dues for United States Armed Forces vessels, vehicles, and aircraft while in Western Samoa.

15. Singapore. The United States government will not pay for landing fees, port dues, customs inspection fees, navigation or overflight charges, or any other charges for United States Armed Forces vehicles, vessels, and aircraft by Singapore which do not constitute fair and reasonable compensation for services requested and received.

16. Solomon Islands. The United States will not pay for landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues for United States Armed vehicles, vessels and aircraft while in Solomon Islands.

17. Tonga. The United States will not pay for landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for United States Armed Forces vehicles, vessels, and aircraft while in Tonga.

Attachment 20:Government Material Available for Use

Table 1 lists the type and location of Government Material available, at the time of contract award, for use in meeting requirements. The order of priority for use of this material is described in the Performance Work Statement paragraph 10.g. The Government provides no warranty that the Government Material listed in Table 1 will be available or usable throughout the period of performance of this contract. Use of this material is intended as a cost-saving measure for the Government where suitable material is available free of charge or at reduced prices to meet contract requirements. Material available from the Host Nation is annotated on the Attachment 2 pricing schedules where this information is available.

Table 1

Country	Port	Material Available	Comments
Japan	Fukuoka	fenders and brows	CFAS Sasebo
Japan	Kagoshima	fenders and brows	CFAS Sasebo
Japan	Miyazaki	fenders and brows	CFAS Sasebo
Japan	Nagasaki	fenders and brows	CFAS Sasebo
Japan	Oita	fenders and brows	CFAS Sasebo
Japan	Shimizu	fenders and brows	CFAY Yokosuka
Japan	Shimoda	fenders	CFAY Yokosuka
Japan	Shimonoseki	fenders and brows	CFAS Sasebo
Japan	Tokyo	fenders and brows	CFAY Yokosuka
Korea	All	2.5 x 3.5M fenders	see schedule comments
Korea	All	40',60',70' brows	see schedule comments
Korea	All	shore power cables	see schedule comments
Korea	Chinhae	fenders and brows	CFAC Chinhae
Singapore	Changi	20 ft brow platform	belong to NRCS
Singapore	Changi	40 ft brow	belong to NRCS
Singapore	Changi	50 ft brow	belong to NRCS
Singapore	Changi	60 ft brow	belong to NRCS
Singapore	Changi	fresh water coupler	belong to NRCS
Singapore	Changi	Potable water hoses	belong to NRCS
Singapore	Changi	Shore Power cables	belong to SUBGRU
Singapore	Changi	Shore Power cables	belong to NRCS
Singapore	Changi	Submarine flyaway kit	belong to SUBGRU
Singapore	Changi	Telephone pier adapters	belong to NRCS
Singapore	Changi	Expeditionary Security Barrier	to be used in lieu of line of demarcation

CONTRACT ADMINISTRATION

CONTRACT ADMINISTRATION PLAN

WESTPAC & INDIAN OCEAN REGIONAL HUSBANDING LOGISTICS SERVICES

PROGRAM TITLE: Western Pacific (WESTPAC) and Indian Ocean Regional Husbanding Logistics Services for U.S. Naval Forces

DESCRIPTION OF PROGRAM: This requirement is for regional husbanding logistics services to support U.S. Naval forces and other U.S. Government agencies in WESTPAC and Indian Ocean (excluding U.S. Territories). The program covers four separate and distinct regions: South Asia, Southeast Asia, Australia/Pacific Islands, and East Asia. This is an indefinite-delivery indefinite-quantity (IDIQ) contract and task orders will be issued by authorized ordering officers or NAVSUP Fleet Logistics Center Yokosuka or its sites' contracting officers.

PROCURING CONTRACT OFFICE: NAVSUP Fleet Logistics Center Yokosuka, PSC 473 BOX 11, FPO AP 96349-0011

CONTRACT ADMINISTRATION OFFICE: NAVSUP Fleet Logistics Center Yokosuka, Site Singapore

Note: Prior to award of regional contracts, Contracting Officer Representatives (CORs) will be assigned to specific contracts, ports, and/or countries. Additionally, 30 days after award, Administrative Contracting Officers (ACOs) will be assigned.

PAYING OFFICE: Payment will be made either by the ship's disbursing office or the Defense Finance Accounting Service in Yokota. Individual task orders will identify the office making payment.

1. PURPOSE: The purpose of this Contract Administration Plan (CAP) is to:

- Identify key contract administration milestones
- Provide a consistent and uniform approach through the WESTPAC and the Indian Ocean for monitoring performance requirements
- Identify key roles and responsibilities
- Outline the ordering and invoice processes
- Outline the cost reporting process
- Outline the past performance documentation process

2. CONTRACT ADMINISTRATION MILESTONES:

Event	Milestone Date	Government Person Responsible
1. Provide minimum IDIQ funds for award	90 days before award	Fleet
2. Write COR's designation	Prior to Award	Contracting Officer

letter		
3. Award contracts	Award date	Contracting Officer
4. Write ACO's designation letter	30 days after award	Contracting Officer
5. Prepare funded delivery orders	When service required	Authorized Ordering Officer or Contracting Officer
6. Establish schedule with contractor of actions and deliverables	30 days after award	COR or Contracting Officer
7. Hold post-award orientation meeting	30 days after award	Contracting Officer and COR
8. Obtain contractor's schedule of any actions during phase-in	45 days after award	Contracting Officer and COR
9. Schedule quarterly performance meetings & notify participants	45 days after award	Contracting officer and COR
10. Provide quarterly and semi-annual input for performance assessments (i.e., QASP/CPARS)	45 days after award	Fleet, COR, Contractor, Contracting Officer
11. Notify COR/Contracting Officer of need to exercise option for additional service periods	60 days prior to the end of an option period	Fleet
12. Notify contractor of intent to exercise option	45 days prior to the end of an option period	Contracting Officer
13. Option exercised, if appropriate	30 days prior to end of option period	Contracting Officer
14. Document contractor performance for past performance purposes (i.e., CPARS)	Semi-annually after contract award	COR, Contracting Officer
15. Close-out contract file	180 days after contract complete	Contracting Officer

3. MONITORING CONTRACTOR PERFORMANCE: Contract performance will be monitored and feedback provided in accordance with the Quality Assurance Surveillance Plan (QASP) and Contractor Performance Assessment Reporting System (CPARS). The contract contains negative incentives if metric goals, as identified in the QASP, are not achieved. Documentation of performance through the QASP will be performed on a quarterly basis and the CPARS will be performed on a semi-annual basis.

The QASP will monitor the following areas:

- Adherence to Port Visit Cost Reporting
  - Timeliness of cost estimates received
  - Timeliness of final cost estimates
  - Cost reporting submittal accuracy and completeness
  - Maintenance and accuracy of contractor online pricing application

- Fair and Reasonable Pricing for Non-Contract Items
  - Competition promoted to the maximum extent
  - Documentation of reasonableness
  - Maintenance and accuracy of contractor online pricing application

- Customer Satisfaction
  - Ship’s satisfaction with contractor services
- Cost Savings

CPARS will monitor performance in the following areas:

- Quality of Product or Service
  - Are reports/data accurate?
  - Does the product or service provided meet the specifications of the contract?
  - Does the contractor’s work measure up to commonly accepted technical or professional standards?
  - What degree of Government technical direction was required to solve problems that arise during performance?

- Schedule
  - Assess the timeliness of the contractor against the completion of the task orders, milestones, delivery schedules, and administrative requirements
  - This assessment of the contractor’s adherence to the required delivery schedule should include the contractor’s efforts during the assessment period that contributes to or affect the schedule variance.

- Cost Control
  - Does the contractor keep within the estimated costs?
  - Did the contractor do anything innovative that resulted in cost savings?
  - Were invoices accurate, complete and timely?

- Business Relations
  - Is the contractor oriented toward the customer?
  - Is interaction between the contractor and the government satisfactory or does it need improvement?
  - Address the timeliness of awards to subcontractors and management of subcontractors, including subcontract costs. Consider efforts taken to ensure early identification of subcontract problems and the timely application of corporate resources to preclude subcontract problems from impacting overall prime contractor performance.

  - Assess the prime contractor’s effort devoted to managing subcontracts and whether subcontractors were an integral part of the contractor’s team.

- Management of Key Personnel
  - How well did the contractor match the qualifications of the key position, as described in the contract, with the person who filled the key position?
  - Did the contractor support key personnel so they were able to work effectively?
  - If a key person did not perform well, what action was taken by the contractor to correct this?
  - If a replacement of a key person was necessary, did the replacement meet or exceed the qualifications of the position as described in the contract schedule?

4. ROLES AND RESPONSIBILITIES: The following outlines the major roles and responsibilities for contract administration purposes.

Contracting Officer: Contracting officers assigned to this contract are responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, safeguarding the interests of the United States in its contractual relationships.

In order to perform these responsibilities, contracting officers assigned to this contract are allowed wide latitude to exercise business judgment. Contracting officers must:

- Ensure that the requirements of the pertinent laws, regulations, etc., have been met;
- Ensure that sufficient funds are available for obligation;
- Ensure that contractors receive impartial, fair, and equitable treatment; and
- Request and consider advice of specialists in audit, law, logistics, transportation, and other fields, as appropriate.
- Make fair and reasonable determinations for all non-priced line items with an extended value greater than $25,000.
- Notify the Ordering Activity when quoted prices cannot be determined fair and reasonable.

Contracting officers must also perform the actions required for the business relationship:

- Interpreting and implementing diverse contract terms and conditions;

- Analyzing costs;
- Issuing changes and negotiating modifications to the contract; and
- Organizing and coordinating efforts of all the functional specialists who comprise the contract administration team.
- Monitor timeliness of required reports from the HS Contractor (e.g. pre-arrival cost estimates);
- Determine whether there is sufficient rationale to add previously ordered, non-priced items to the contract as fixed prices;
- Monitor contract performance data and track performance metrics as required by the QASP;
- Annually assess the HS Contractor's performance in the Contractor Performance Assessment Reporting System (CPARS).

Contracting Officer Representatives (CORs): Various CORs may be assigned to this contract. The responsibilities of the CORs are:

- Monitoring contract performance on behalf of the contracting officer;
- Monitor compliance with the terms and conditions of the contract;
- Providing technical advice/recommendations/clarifications of requirements to the ship;
- Coordinating LOGREQ information;
- Working with database information;
- Liaison between the ships and contractor;
- Informing the contracting officer of performance problems;
- Furnishing the contracting officer of conference report;
- Coordinating with the contracting officer corrective actions, when necessary;
- Coordinating with the contracting officer on the content of any contractually significant correspondence addressed to the contractor;
- Monitoring financial management controls;
- Reviewing contractor invoices, when requested;
- Assembling the documentation for quarterly QASP reviews and semi-annual CPARS; and
- Maintaining a file system.
- Review LOGREQs and provide feedback to the Ordering Officer;
- When requested, assist the Ordering Officer with invoice reconciliation;
- Submit a quarterly report to the Contracting Officer which addresses HS Contractor performance concerns.

NOTE: The COR is not an administrative contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the performance work statement (PWS) in the contract. When in the opinion of the contractor, the COR requests effort outside the existing scope of the contract, the contractor shall promptly notify the contracting officer in writing. No action shall be taken by the contractor under such direction, until the contracting officer has issued a modification to the contract, or until the issue is resolved.

Ordering Officers: The contract allows U.S. Navy Supply Officers assigned to a ship or and other designated personnel authorized in the contract to place task orders off the contract as ordering officers. The responsibilities of the ordering officers are as follows:

- Issuance of delivery/task orders;
- Obligating funds when issuing task orders;
- Authorize performance;
- Complying with ordering procedures;
- Bring to the attention of the contracting officer or COR any significant deficiencies with respect to contractor performance, deliveries, or actions which might jeopardize contract performance;
- Notify the contracting officer or COR if the contractor is of the opinion the task order is deficient or beyond the scope of the basic contract;
- Monitoring services of the contractor;
- Providing feedback on contractor performance;
- Notifying the contracting officer when cost estimates are not provided in a timely manner;
- Notifying the contracting officer of invoice discrepancies or overcharges; and
- Maintaining contractual records of task orders.
- Make fair and reasonable determinations for all non-priced items with an extended cost of less than $25,000;
- Review contractor invoices prior to payment;
- Arrange for payment of finalized invoices prior to departure.

Prohibitions: The COR and ordering officers are prohibited from:

- Modifying any of the stated terms of the contract;
- Taking any action, either directly or indirectly, that could result in change in pricing, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the basic contract;
- Direct the accomplishment of effort which would exceed the scope of the basic contract and delivery/task order;
- Taking action with respect to termination, except to notify the contracting officer that the action is desired;
- Giving guidance to the contractor, either orally or in writing, that might be interpreted as a change to the scope of the terms of the contract; and
- Directing the contractor to begin work prior to the order date.

5. ORDERING AND INVOICE PROCESS: Task orders for husbanding services are normally provided by the ship's Supply Officer with contracting authority delegated through the Type Commanders (TYCOMs). In unique instances, the Contracting Officer may issue task orders on behalf of the ships for husbanding services. Task orders relating to Operations Other Than War (OOTW) will normally be issued by a warranted contracting officer.

For husbanding services, the ship provides a Logistics Requisition (LOGREQ) through as a Naval Message to the organizations responsible for coordinating the order (e.g., NAVSUP Fleet Logistics Center Yokosuka or its sites' Logistics Support Center (LSC) and Defense Attaché Office (DAO)) with the husbanding contractor. The COR (within the LSC) will pass the LOGREQ to the Contracting Officer for review and feedback on possible contractual issues/concerns. The COR will review the LOGREQ for quality and cost saving recommendation purposes and provide information back to the ship. The COR will also pass the LOGREQ on to the husbanding contractor on behalf of the ship. Once the husbanding contractor receives the LOGREQ, the husbanding contractor will provide a cost estimate to the Contracting Officer, and ship. The COR and contracting officer will review the cost estimate to ensure items are priced in accordance with the contract. In cases where ships visit non-priced ports or is ordering non-priced items, the Contracting Officer will be responsible for negotiating these items when it is outside the contracting authority of the Ship's Supply Officer(using the online pricing application). The COR will notify the ship of the results of the negotiated prices. The goal is the timely resolution of all pricing issues prior to the port visit. If prices are not negotiated prior to the visit, prices need to be negotiated before the the non-priced services are provided. If there are any disputes regarding the prices,

the Contracting Officer has the responsibility to resolve the issue. Once the Contracting Officer determines the resolution, the COR will inform the ship of what actions are required for payment purposes.

For husbanding services, invoices shall be submitted to the ship's Supply Officer and payment will normally be made by the ship's disbursing office prior to the ship's departure. In instances where there is a dispute or invoices can not be paid by the ship's disbursing office, invoices will be submitted to the contracting officer and payment will be made by DFAS Yokota. For OOTW task orders, a warranted contracting officer will negotiate and issue the orders and invoices will normally be paid out of DFAS Yokota. In all cases, the contractor is responsible for reporting all expenditures under the contract through the LogSSR and online pricing application.

6. COST REPORTING PROCESS: The Contractor is responsible for fully participating in the execution of the LogSSR and online pricing application. Requirements for these reports are contained in Attachment (8) and quality monitoring procedures are outlined in Attachment (10) QASP.

7. PAST PERFORMANCE DOCUMENTATION PROCESS: The COR and contracting officer will be responsible for documenting past performance through the CPARS system. There will be one final record annually, with an interim review every six months. The COR will be responsible for collecting and forwarding relevant past performance information to the contracting officer. CPARS records will be forwarded to the contractor for review and an opportunity to provide any feedback on negative performance documented in the record.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00019	01-Oct-2013	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC YOKOSUKA (CODE 200) CONTRACTING DEPARTMENT PSC 473 BOX 11 FPO AP 96349-0011	N62649	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0016
	X	10B. DATED (SEE ITEM 13) 27-Jul-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
FAR 52.212-4 (m) Termination for cause.

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzhnt04141077
This modification confirms the termination for cause notice that was separately sent to GDMA by CDR Axinto, Director of Contracting, NAVSUP FLC Yokosuka.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
_____ (Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 01-Oct-2013

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:
SUMMARY OF CHANGES

Per FAR 52.212-4 (m) Termination for cause.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00018	01-Aug-2013	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0016
	X	10B. DATED (SEE ITEM 13) 27-Jul-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssnk011317159

1. Due to a typographical error, the unit of issue for LLIN 2609AF - Portable Water by Barge under LOT 26, Manila should read Cubic Meter vice Day.

2. The unit price for this LLIN remain unchanged.

3. All other Terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY (b)(6), (b)(7)(C) (Signature of Contracting Officer)	01-Aug-2013

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00017	24-Jul-2013	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0016
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 27-Jul-2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
Option to Extend the Term of the Contract (FAR 52.217-9)(Mar 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt011315100

1. The purpose of this modification is to exercise Option Year II of the above contract for Husbanding Services Southeast Asia (Region 2) in accordance with contract clause, Option to Extend the Term of the Contrat (FAR 52.217-9)(Mar 2000).

2. As a result of this modification, the estimated total contract value is increased by $27,215,189.95 from $50,759,332.40 to a new estimated total amount of $77,974,522.35.

3. The period of performance of the option period II is from 24 Jul 2013 to 23 Jul 2014.

4. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) DEPUTY DIRECTOR, CONTRACTING TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)
		16C. DATE SIGNED 03-Jul-2013

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $27,215,189.95 from $50,759,332.40 (EST) to $77,974,522.35 (EST).

The order period end date has changed from 23-Jul-2013 to 23-Jul-2014.

The order period start date has changed from 24-Jul-2012 to 24-Jul-2013.

SUPPLIES OR SERVICES AND PRICES

CLIN 1002

The MDAP/MAIS Code 000 has been deleted.

CLIN 2002

The option status has changed from Option to Option Exercised.

SUBCLIN 2002AA

The option status has changed from Option to Option Exercised.

SUBCLIN 2002AB

The option status has changed from Option to Option Exercised.

SUBCLIN 2002AC

The option status has changed from Option to Option Exercised.

SUBCLIN 2002AD

The option status has changed from Option to Option Exercised.

SUBCLIN 2002AE

The option status has changed from Option to Option Exercised.

SUBCLIN 2002AF

The option status has changed from Option to Option Exercised.

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for SUBCLIN 1002AA has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2012 TO 23-JUL-2013	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2012 TO 23-JUL-2013	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 2002:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2013 TO 23-JUL-2014	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 2002AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2013 TO 23-JUL-2014	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 2002AB:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2013 TO 23-JUL-2014	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 2002AC:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2013 TO 23-JUL-2014	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 2002AD:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC

POP 24-JUL-2013 TO 23-JUL-2014	N/A	N/A FOB: Destination

The following Delivery Schedule item has been added to SUBCLIN 2002AE:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2013 TO 23-JUL-2014	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 2002AF:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2013 TO 23-JUL-2014	N/A	N/A FOB: Destination	

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00016	21-Jun-2013	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0016
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 27-Jul-2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: nyssnk01139012

1. This modification is issued to include recurring items to Lots 26 through 29, Philippines.
2. As a result of this modification, the total contract price is increased by US$599,881.50 from US$50,159,450.90 to a new estimated total contract price of US$50,759,332.40.
3. Attached is the revised Attachment 2, Pricing Schedule to reflect this change.
4. All other terms and conditions remain unchanged.

"For the purpose of electronic distribution, the modification signed by Glenn Defense Marine Asia (Pte) Ltd on 21 Jun 2013 is hereby incorporated by reference."

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)
		16C. DATE SIGNED 24-Jun-2013

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $599,881.50 from $50,159,450.90 (EST) to $50,759,332.40 (EST).

SUPPLIES OR SERVICES AND PRICES

CLIN 1002

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code AAC has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 1002AA

The pricing detail quantity has increased by 599,881.50 from 5,540,545.45 to 6,140,426.95.
The total cost of this line item has increased by $599,881.50 from $5,540,545.45 (EST) to $6,140,426.95 (EST).

SUBCLIN 2002AA

The pricing detail quantity has increased by 1,799,644.50 from 5,540,545.45 to 7,340,189.95.
The total cost of this line item has increased by $1,799,644.50 from $5,540,545.45 (EST) to $7,340,189.95 (EST).

SUBCLIN 3002AA

The pricing detail quantity has increased by 1,799,644.50 from 5,540,545.45 to 7,340,189.95.
The total cost of this line item has increased by $1,799,644.50 from $5,540,545.45 (EST) to $7,340,189.95 (EST).

SUBCLIN 4002AA

The pricing detail quantity has increased by 1,799,644.50 from 5,540,545.45 to 7,340,189.95.
The total cost of this line item has increased by $1,799,644.50 from $5,540,545.45 (EST) to $7,340,189.95 (EST).

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for SUBCLIN 1002AA has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2012 TO 23-JUL-2013	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2012 TO 23-JUL-2013	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 2002AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2013 TO 23-JUL-2014	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 3002AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2014 TO 23-JUL-2015	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 4002AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2015 TO 23-JUL-2016	N/A	N/A FOB: Destination	

The following have been modified:

ATTACHMENTS

INDEX OF ATTACHMENTS

(1) Ship Types
(2) Schedule of Supplies/Services and Prices
    a. Region 1 – South Asia
    b. Region 2 – Southeast Asia
    c. Region 3 – Australia and the Pacific Islands
    d. Region 4 – East Asia
(3) Historical Data for Ship Visits
(4) Past Performance Matrix
(5) Past Performance Reference Information Sheet
(6) Performance Work Statement (PWS) for Husbanding Services

(7) Performance Work Statement (PWS) for Force Protection
(8) Performance Work Statement (PWS) for Cost Reporting
(9) Performance Work Statement (PWS) for Operations Other Than War (OOTW) and Logistical Support
(10) Quality Assurance Surveillance Plan (QASP)
(11) Quality Assurance for Provisions
(12) Floating Line of Demarcation (FLD) Specifications
(13) Picket Boat Operations and Specifications
(14) Security Guard Operations
(15) Fuel Specifications
(16) Water Taxi Specifications
(17) Request for Sanitary Inspection
(18) National Primary Drinking Water Regulations and Treated Water Quality Standards
(19) Unclassified Host Nation Agreements
(20) Government Material Available for Use

ATTACHMENT 1
SHIP CLASSIFICATIONS (DESCRIPTION OF SHIPS BY CLASS AND TYPE)

SHIP TYPES
U.S. NAVY AND COAST GUARD SHIPS
LISTED BY SCHEDULE PRICING CLASSES

Class I **U.S. Navy**	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew
SSBN 726-743	36(11)	560(171)	42(10)	18,750	155
SSN 21-22	35(11)	353(107)	40(12)	9,297	133
SSN 642	32(10)	425(130)	33(10)	8,382	120
SSN 683, 686	29(9)	300(91)	32(10)	4,715	107
SSN 688, 690, 691, 698-701,705-711, 713-725, 750-773	32(10)	360(110)	33(10)	7,011	129
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45

Class I **U.S. Coast Guard**	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew
WAGB-10-11	28	399	84	13,194	139
WHEC 715-725		378	43	3,250	167
WIX 327		295			200

CLASS I	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew
T-ATF	16(5)	196(60)	39(12)	1,675	24
ATS	15(5)	283(86)	50(15)	3,117	102

Class IA **U.S. Navy**	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew
AGSS 555		152		861	27
PC 2-13	8	170	25	334	28
PC 14	9	179	25	387	28

Class IA **U.S. Coast Guard**	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew
WLM 551-564	8	175	36	845	18
WLM 540		133			24
WPB 1301-1349		110	21	154	16
WPB 87301-87319		87	20		10
WPB 82312, 82333, 82336, 82338-82339, 82342-82344, 82347, 82349, 82352-82353, 82355-82356, 82358, 82360, 82366, 82368, 82372, 82374-82375		82	17	68	10

Class IB **U.S. Navy**	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew
ARS 50-53	17(5)	225(69)	51(16)	3,335	100

MCM 1-14	12(4)	224(68)	39(12)	1,333	84
MHC 51-62	10(3)	188 (57)	36(11)	907	51

Class IB	Draft	Length	Beam	Disp.	Maximum
U.S. Coast Guard	ft(mt)	ft(mt)	ft(mt)	tons	Crew
WMEC 901-913		270			100
WLB 201-205	13	225	46	2,000	40
WMEC 615-630		210	34	1,000	75
WLB 277, 290-291, 297, 301-302, 306-309, 388-389, 392, 394, 395, 397, 401-402, 404-407	13	180	37	1,025	49

Class II	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
CG 47-73	31(10)	567(173)	55(17)	9,754	364
DD 963-973, 975, 977, 978, 980-982, 985, 987-989, 991, 992, 997	29(9)	563(172)	55(17)	10,059	382
DDG 51-78	33(10)	466(142)	59(18)	8,433	323
FFG 8, 9, 12-15, 19, 28, 29, 32, 33, 36-43, 45-61	25(8)	445(134)	45(14)	4,166	300

Class II	**DRAFT FT(MT)**	**LENGTH FT(MT)**	**BEAM FT(MT)**	**DISPLACEMENT TONS**	**MAXIMUM CREW**
AE 21-25	29(9)	512(156)	72(22)	17,500	316
T-AE 26-35	26(8)	564(172)	81(25)	20,500	225
TAF	29(9)	502(153)	72(22)	15,540	200
T-AFS	24(7)	581(177)	79(24)	16,500	225
AO	35(11)	640(195)	86(26)	40,000	300
TAO	35(11)	640(195)	86(26)	40,000	150
AOR	33(10)	659(201)	96(29)	38,100	345

Class III	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
AGF 3	23(7)	522	84(26)	13,634	665
AGF 11	23(7)	569	84(26)	16,405	1,353
AOE 1-4, 6-8, 10	39(12)	793(238)	107(32)	53,850	600
AS 39-40	29(9)	644(193)	85(26)	23,870	1,363
LCC 19-20	27(8)	634(190)	108(32)	19,177	842
LPD 4-10, 12-15	23(7)	570(171)	84(26)	17,273	1,320
LSD 36, 38, 39	19(6)	553(169)	85(26)	14,225	688
LSD 41-48	20(6)	609(186)	84(26)	16,195	515
LSD 49-52	20(6)	609(186)	84(26)	16,977	925

Class IV	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
LHA 1-5	26(8)	820(250)	106(32)	40,032	2,664
LHD 1-6	27(8)	844(254)	106(32)	41,150	3,002

MCS 12	32(10)	602(184)	84(26)	19,915	1,443

Class V	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
CV 63-64	37(11)	1,063(324)	130(40)	82,097	5,630
CVN 65	39(12)	1,101(336)	133(41)	91,038	5,830
CVN 67	37(11)	1,052(316)	130(40)	83,316	5,597
CVN 68-75	39(12)	1,092(333)	134(41)	98,557	5,680

NOTES;

1. Class IA ships are defined as ships up to 179 ft. in length with a maximum crew size of 35.

2. Class IB ships are defined as ships from 180 to 270 ft. in length with a maximum crew size of 100.

3. The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

4. Displacement is expressed in tons and represents fully loaded displacement.

5. The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing. For this reason the variance of the actual number of personnel on the ship may be 40% less than this figure.

6. There may be certain variances between the data in this appendix and the actual configuration of ships deployed. However, such variances will be relatively minor.

7. The above listing was compiled from the Internet websites of the U.S. Navy and U.S. Coast Guard effective July 2000.

GLOSSARY OF TERMS AND ABBREVIATIONS

A.	SHIP AND CRAFT CLASSIFICATIONS
AD	DESTROYER TENDER
AE	AMMUNITION SHIP
AFDB	LARGE AUXILIARY FLOATING DRY DOCK (NON-SELF-PROPELLED)
AFDL	SMALL AUXILIARY FLOATING DRY DOCK (NON-SELF-PROPELLED)
AFDM	MEDIUM AUXILIARY FLOATING DRY DOCK (NON-SELF-PROPELLED)
AFI	AIR FORCE INSTRUCTION
AGF	MISCELLANEOUS COMMAND SHIP
AGMR	MAJOR COMMUNICATIONS RELAY SHIP
AGOR	OCEANOGRAPHIC RESEARCH SHIP
AGP	PATROL CRAFT TENDER
AGS	SURVEYING SHIP
AH	HOSPITAL SHIP
AK	CARGO SHIP
AO	OILER
AOE	FAST COMBAT SUPPORT SHIP
AOR	REPLENISHMENT OILER
AP	TRANSPORT
ARS	SALVAGE SHIP
ARSD	SALVAGE LIFTING SHIP
AS	SUBMARINE TENDER

ASPB	ASSAULT SUPPORT PATROL BOAT
ASR	SUBMARINE RESCUE SHIP
ATA	AUXILIARY OCEAN TUG
ATC	ARMORED TROOP CARRIER
ATF	FLEET OCEAN TUG
ATS	SALVAGE AND RESCUE SHIP
CG	GUIDED MISSLE CRUISER
CGN	GUIDED MISSLE CRUISER (NUCLEAR PROPULSION)
CO	CONTRACTING OFFICER
COR	CONTRACTING OFFICER REPRESENTATIVE
CRAFT	COST REPORTING AND ANALISIS FORCASTING TOOL
CV	ATTACK AIRCRAFT CARRIER
CVN	ATTACK AIRCRAFT CARRIER (NUCLEAR PROPULSION)
CVT	TRAINING AIRCRAFT CARRIER
DBMS	DIRECTOR OF BASE MEDICAL SERVICES
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
DESC	DEFENSE ENERGY SUPPLY CENTER
DEMOB	DEMOBILIZATION
DOD	DEPARTEMENT OF DEFENCE
DAO	DEFENSE ATTACHE OFFICE
FF	FRIGATE
FFG	GUIDED MISSLE FRIGATE
GPM	GALLONS PER MINUTE
LCA	LANDING CRAFT ASSAULT
LCAC	LANDING CRAFT AIR CUSHION
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCU	LANDING CRAFT, UTILITY
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LKA	(EX-AKA) AMPHIBIOUS CARGO SHIP
LPD	AMPHIBIOUS TRANSPORT DOCK
LPH	AMPHIBIOUS ASSAULT SHIP
LSD	DOCK LANDING SHIP
LST	TANK LANDING SHIP
MCS	MINE COUNTERMEASURES SHIP
MHA	MINEHUNTER, AUXILIARY
MHC	MINEHUNTER, COASTAL
MMC	MINELAYER, COASTAL
MMF	MINELAYER, FLEET
MOB	MOBILIZATION
MSC	MILITARY SEALIFT COMMAND
MSO	MINESWEEPER, OCEAN (NONMAGNETIC)
NCIS	NAVAL CRIMINAL INVESTIGATIVE SERVICE
NR	SUBMERSIBLE SEARCH VEHICLE (NUCLEAR PROPULSION)
PBR	RIVER PATROL BOAT
PCH	PATROL CRAFT (HYDROFOIL)
RPC	RIVER PATROL CRAFT
SQM	SQUARE METER
SS	SUBMARINE
SSBN	FLEET BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	SUBMARINE (NUCLEAR PROPULSION)
SUPPO	SUPPLY OFFICER
TAFS	COMBAT STORE SHIP
USA	UNITED STATES ARMY
USAF	UNITED STATES AIR FORCES

USCG	UNITED STATES COST GUARD
USD	UNITED STATES DOLLAR (S)
USG	UNITED STATES GOVERNMENT
USN	UNITED STATES NAVY
USMC	UNITED STATES MARINE CORPS
VDE	VERBAND DER ELEKTROTECHNIK
WAGB	ICEBREAKER (COAST GUARD)
WAGO	OCEANOGRAPHIC CUTTER (COAST GUARD)
WAK	CARGO SHIP (COAST GUARD)
WAT	(OLD DESIGNATION) OCEANGOING TUG (COAST GUARD)
WATA	OCEANGOING TUG (COAST GUARD)
WHEC	(EX-WPG) HIGH ENDURANCE CUTTER (COAST GUARD)
WIX	TRAINING CUTTER (COAST GUARD)
WMEC	(EX-WPC) MEDIUM ENDURANCE CUTTER (COAST GUARD)
WPB	PATROL BOAT (COAST GUARD)
WTR	TRAINING SHIP (COAST GUARD)
WWCRAFT	WORLD WIDE COST REPORTING AND ANALISIS FORCASTING TOOL
X	SUBMERSIBLE CRAFT (SELF-PROPELLED)
YAG	MISCELLANEOUS AUXILIARY (SELF-PROPELLED)
YC	OPEN LIGHTER (NON-SELF-PROPELLED)
YCF	CAR FLOAT (NON-SELF-PROPELLED)
YCV	AIRCRAFT TRANSPORTATION LIGHTER (NON-SELF-PROPELLED)
YD	FLOATING CRANE (NON-SELF-PROPELLED)
YDT	DIVING TENDER (NON-SELF-PROPELLED)
YF	COVERED LIGHTER (SELF-PROPELLED)
YFB	FERRYBOAT OR LAUNCH (SELF PROPELLED)
YFD	YARD FLOATING DRY DOCK (NON-SELF-PROPELLED)
YFN	COVERED LIGHTER (NON-SELF-PROPELLED)
YFNB	LARGE COVERED LIGHTER (NON-SELF-PROPELLED)
YFP	FLOATING POWER BARGE (NON-SELF-PROPELLED)
YP	PATROL CRAFT (SELF-PROPELLED)

Attachment 2 – Schedules (See separate attached regional spreadsheets)

Attachment 3 – Historical Port Visit Data (See attached historical data files)

Attachment 4 - PAST PERFORMANCE MATRIX

A. CONTRACT NO. AND TYPE	B. CUSTOMER	C. DESCRIPTION OF SERVICE AND PERIOD OF PERFORMANCE	D. DOLLAR VALUE OF CONTRACT	E. DESCRIBE RELEVANCE OF THE CONTRACT TO THE PROPOSED CONTRACT	F. IDENTIFY ANY QUALITY, DELIVERY OR COST PROBLEMS IN PERFORMING THE CONTRACT. DESCRIBE CORRECTIVE ACTION AND ITS EFFECTIVENESS

NOTE: Additional pages may be used, but needs to follow the format of this form.

Attachment 5 - PAST PERFORMANCE
REFERENCE INFORMATION SHEET

THE FOLLOWING ADDITIONAL INFORMATION SHALL BE PROVIDED FOR AT LEAST THREE (NOT MORE THAN FIVE) CONTRACTS LISTED ON THE PAST PERFORMANCE MATRIX.

1. CONTRACT NO:
2. NAME AND ADDRESS OF THE CUSTOMER FOR WHICH THE CONTRACT WAS PERFORMED
3. NAME OF CUSTOMER'S POINT(S) OF CONTACT WITH DIRECT KNOWLEDGE OF THE CONTRACT
4. COMPLETE TELEPHONE NUMBER(S) (WITH COUNTRY AND CITY CODE)
5. FAX NUMBER (WITH COUNTRY AND CITY CODE)
6. INTERNET E-MAIL ADDRESS

Note to Offerors: Ensure that phone/Fax/E-Mail numbers that you provide are/have been called and verified by your company prior to sending and that they are <u>legible</u>. Please bear in mind that faxing handwritten numbers often blurs them.

<u>Attachment 6 – PWS (See PWS section of contract above)</u>

Attachment 7 - Performance Work Statement (PWS) for Force Protection

CLIN XX13, XX14, XX15 - FORCE PROTECTION SERVICES AND SUPPLIES

(a) Only the ship's Commanding Officer, the ship's Supply Officer, or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer is authorized to order Force Protection (FP) services under this contract. If any other activity or individual attempts to order FP services (e.g., NCIS, DAO, etc), the Husbanding Service (HS) Contractor is required to immediately inform the ship and receive a proper order prior to beginning performance of these services.

(b) The HS Contractor is responsible for providing or coordinating listed FP services as part of their Husbanding Services under Lot Line Item XX01. The HS Contractor shall develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HS Contractor must coordinate all aspects of FP planning and services with Port Authorities, host nation agencies, and U.S. Embassy security staff. If the host nation is supplying FP assets the HS Contractor must verify they are available and are scheduled to show up on time.

(c) The HS Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer. The HS Contractor shall not add any requirements without prior approval.

(d) The HS Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. The HS Contractor must explain what the added FP service will include and why it has been requested. The NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HS Contractor will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

(e) FP is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, having the objective of improving security to personnel and ships while in port. FP services or supplies may be provided by the host nation at no cost or may be billed at the public tariff rate. The HS Contractor is required to verify what services will be provided by the host nation. For the services that cannot be provided by the host nation, the HS Contractor is required to arrange these services by obtaining them from commercial sources at the prices indicated in the pricing schedule.

(f) The HS Contractor shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HS Contractor's written policy shall describe the required measures to protect ship schedule information.

(g) The HS Contractor shall provide as many services identified below as ordered by the ship or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. These services do not include other related services not listed, but may be required and separately ordered to attain a higher level of security in a port.

(h) Personnel providing force protection services must be responsive to instructions from the ship. This does not authorize force protection personnel to violate any local regulations, any Port Authority ordinances, or local decrees. The equipment and material used for the force protection services will be inspected by the ship's force to ascertain that they meet force protection requirements.

(i) Access Points: The HS Contractor shall establish a single entry and exit point to the pier area.

(j) Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

(k) Personnel Identification: The HS Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

(l) Background Checks: The HS Contractor shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations. The HS Contractor shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers. The HS Contractor shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The HS Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing. In addition, the HS Contractor will be required to provide vetting services for third party contractors such as DESC contractors.

(m) Access Lists: The HS Contractor shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

(n) Inspections: The HS Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

(o) Stand-Off Distances:

Objects: To the maximum extent practicable the HS Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

Unloading Zones: To the maximum extent practicable the HS Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship.

Warning Signs: The HS Contractor shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

Sign Specifications:
- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area, Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

(p) The unit price for force protection services shall include all costs associated with providing transportation, mobilization/installation and demobilization/de-installation, or arranging the requested services below unless the transportation, mobilization/installation and demobilization/de-installation is identified as a separate Lot Line item

number. The HS Contractor's invoice shall set forth the unit of issue identified for each service, total quantity ordered for each service, unit price, and the total price.

(q) The force protection services that the ships may order are:

(1) Jersey-type security barriers and CONEX box barriers capable of stopping a vehicle (automobile). (Price per meter per day)

(i) Concrete barriers
(ii) Water filled barriers (completely filled with water). Price must include water.
(iii) CONEX box barriers.

Mobilization, installation and demobilization will be billed under a separate contract line item number.

The HS Contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used as well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zigzag patterns to control the speed of access.

A personnel entry point must be established through the barriers. Barriers may also be used to seal off secondary Port gates. All barriers must be placed prior to a ship's arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

(2) Armed or unarmed security guard to control vehicle and personnel access to pier. (Price per guard per hour) Must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival.

The HS Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas. The HS Contractor shall comply with Attachment 14 for security guard operations.

Sub Lot Line Item XX14AA shall not be ordered where private, armed security guards are contrary to host nation law or regulation. In such cases, sub lot line item XX14AB, XX14AC, or XX14AD shall be substituted and the Ordering Activity notified at the time of the order.

(3) Floating Line of Demarcation (FLD) at pierside, equipped with anchors and lighting (for night visibility). (Price per meter per day) The floating FLD must be anchored at least 30 meters from ship. Oil booms are acceptable. Mobilization, installation and demobilization will be billed under a separate contract line item number.

The HS Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers but is to help identify a safe standoff zone. The HS Contractor shall comply with the specification of the FLD in Attachment 12.

(4) Unarmed and manned picket boat or waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities. Continuous coverage is required for the period of performance ordered by the ship or by the Contracting Officer. (Price per patrol craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

The HS Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone. The HS Contractor shall comply with Attachment 13 for picket boat operations and specifications.

(5) Unarmed and manned motorized patrol craft, approximately 5-10 meters in length, with own radio to communicate with ship and local authorities, to escort ship from pilot pickup point to mooring location. (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(6) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities, on call (available within 15 minutes). (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(7) Tire-shredding strips, equipped with metal spikes, to be placed across the entry to pier access. (Price per one strip per day) The strips shall be capable of disabling a vehicle, which drives over the strips in the wrong direction. Strips shall be at least one meter in length.

(8) Metal pedestrian-control fences (perimeter fences). (Price per 2x2 meters fence per day) The fences shall be at least two (2) meters high, two (2) meters wide, and sturdy enough to withstand wind and other inclement weather.

The HS Contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the HS Contractor will provide portable chain link fencing with vehicle and walk up entrances.

The perimeter fence provided by the HS Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved
Entry Point: Entry available for vehicles and personnel.

(9) Portable fluorescent lighting capable of illuminating 300 meters by 100-meter area. (Price per portable unit per day) The HS Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port's installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

(10) Weather resistant guard shacks, capable of holding at least two persons. Guard shack shall be enclosed, and shall have, at a minimum, one door and one window. (Price per unit per day)

(11) Hand held metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(12) Walk-through metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(13) Trained metal detector operators. (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(14) Hand held explosives detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(15) Walk-through explosive detector, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(16) Trained explosives detector operators. (Price per hour per operator) Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(17) X-ray baggage scanning machines, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(18) Trained X-ray baggage scanning operators. (Price per hour per operator) Operators shall search host national baggage. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities. Equipment shall be manned by professionally trained operator to operate the equipment 24 hours a day.

(19) Explosives disposal-trained diving services capable of inspecting pier before ship arrival. Must have obtained all applicable licenses and/or certifications from host nation prior to diving. (Price per hour)

(20) Battery operated bullhorns, new batteries included. (Price per unit per day)

(21) Sturdy tables with dimensions of at least two (2) meters long and one (1) meter wide, with four folding chairs. (Price per unit per day)

(22) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and open on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(23) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and closed on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(24) 800 MHz radios. Must be in excellent condition, and battery operated, with batteries included. (Price per unit per day).

(25) The HS Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ship's personnel while performing security checks on personnel, baggage, and vehicles. The office or tent will be large enough to accommodate a minimum of five (5) people. The tents shall have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The HS Contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or

tent. A fully charged, 20 LB, CO2 fire extinguisher shall be provided and kept fully charged. (Price per unit per day)

(26) The HS Contractor shall provide two-way radio sets capable of communicating with the ship, picket boats and to the shore patrol designated individuals. (Price per set per day)

(27) The HS Contractor shall provide an under carriage vehicle scanner to scan vehicle undercarriages. (Price per unit per day)

(28) Dive and Vetting: The HS Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities. The pier will be vetted prior to the ship's arrival. To the maximum extent practicable the HS Contractor shall inspect all watercraft at least 400 feet (125 meters) from the ship. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel. The HS Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in picket boats. (Per team per hour, minimum four (4) hours)

Attachment 8 - Performance Work Statement (PWS) for Cost Reporting

LINE ITEM XX20AA – COST REPORTING

A. Pre-arrival Cost Estimate Report

(1) The Contractor shall prepare an Initial Cost Estimate Report (referred to in this solicitation as the 'pre-arrival cost estimate') in response to all orders issued to the Contractor by any method identified under "ISSUANCE OF ORDER" in Contract Terms and Conditions – Commercial Items. The orders will be provided to the Contractor by ships, activities and individuals identified in the contract. The Initial Cost Estimate will include estimated prices for all items ordered. It will not be sufficient to simply state that the estimated price is "per contract" or "per Port Tariff".

(2) The Contractor shall send the Initial Cost Estimate Report by email to the requiring customers authorized to use this contract and to the and to the email address specified at the time of contract award for each region within **48 hours** after receipt of the LOGREQ/order. In the situation where the Contractor receives the logreq with less than two working days prior to the arrival of the ship, the Contractor shall make every effort possible to provide the cost estimate prior to the ship's arrival, but in no case, more than 48 hours after receipt of the LOGREQ.

(3) Any changes to an Initial Cost Estimate Report shall be forwarded by email to the requiring customers authorized to use this contract and to the email address specified at the time of contract award for each region .

(4) These estimates shall be provided to any other requiring customers authorized to use this contract based on the customer's request.

(5) In addition to the initial cost estimate, the Contractor shall provide any additional information and respond to the activity authorized to act on behalf of the ship, such as the Port Services office or the DAO.

B. LogSSR Reporting

The Contractor shall fully participate in the use of the Logistics Support Services Repository (LogSSR) web-based system. LogSSR replaces all previously used reporting processes such as legacy web-based systems like Cost

Reporting and Forecasting Tool (CRAFT).

Upon award, the Contractor shall utilize the LogSSR to submit all reports and documentation related to the ship's visit. LogSSR can be accessed through the NAVSUP One Supply website at https://www.navsup.navy.mil/onesupply, redirected through www.navsup.navy.mil/logssr or directly at the official website of https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(1) LogSSR access and input.

(a) At the start of the contract period of performance, the Contractor shall enter the final itemized port cost information directly into the LogSSR database (Actual Cost Report) and email all corresponding documentation (Initial Cost Estimate Report, final invoices, and supporting documentation required by the contract). External Certification Authority Public Key Infrastructure (ECA PKI) is not required for entry, but no access to the contractor's information is accessible unless obtaining an ECA PKI.

(b) Contractors can obtain access to their submissions by obtaining an ECA PKI per the NAVSUP One Supply guidelines and requesting access through the website. Information can be obtained through the LogSSR website at https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(2) LogSSR functionality.

(a) This system is designed to gather all reports and documentation related to the ship's visit, beginning with the Initial Cost Estimate (referred to in this solicitation as the 'pre-arrival cost estimate') to the Actual Cost Report. All supporting documentation will be submitted by email to navsup_hq_logssr@navy.mil in PDF format (Adobe Acrobat) when the port visit information is entered into LogSSR. Although the pre-arrival cost estimate is a separate reporting requirement, a copy of this report shall also be submitted as part of the Actual Cost Report documentation described in paragraph (b) below. The Documentation is discussed below:

(b) Actual Cost Report:

(1) The Contractor shall create the Actual Cost Report in the LogSSR website directly, **within seven calendar days from completion of the ship's visit** . The contractor shall also send a copy of the order (i.e. SF 1155 or 1449), a copy of any Initial Cost Estimates, a copy of the logreq, and all the contractor's invoices and supporting documentation required by the contract as PDF files to theLogSSR email address of **navsup_hq_logssr@navy.mil** and to the email address specified at the time of contract award for each region concurrent with the creation of the Actual Cost Report in LogSSR.. The Contractor shall identify the line items as actual or estimated. This option is for those line items where the Contractor has not received the actual invoice before the ship leaves port, i.e. telephone bills. The Contractor shall include all port costs paid by each ship for which the Contractor provides husbanding services. The term "port costs" includes all supplies or services identified in the section of the contract titled, SUPPLIES/SERVICES AND PRICES, supplies or services furnished under another contract, and any other charge paid by the ship during the port visit.

(2) For ships that do not have payment capabilities, the Contractor shall send the signed DD Form 1155, invoices and the additional documents required clearly indicating that a payment is pending to the and to the email address specified at the time of contract award for each region and to the LogSSR email address of **navsup_hq_logssr@navy.mil.**

(3) Any changes to an Actual Cost Report (i.e. finalize the charges made on an estimated amount) shall be forwarded by e-mail to and to the email address specified at the time of contract award for each region and to **navsup_hq_logssr@navy.mil** email account as PDF file within seven calendar days of the change. The NAVSUP Fleet Logistics Center Yokosuka, Site Singapore contracting office will update changes to the LogSSR.

(4) The Actual Cost Report and supporting documentation will be visible in the LogSSR website by the government personnel with validation authority. Final reports of an HSP representative can be accessed through the website only by obtaining an ECA PKI that will provide access only to the HSP's submitted information.

NOTE: Before submission of reports or any other data to the NAVSUP Fleet Logistics Center Yokosuka or its sites' Contracting Office via electronic transmission or any other data media, the Contractor shall scan all documents with current anti-virus software to ensure computer virus free transmission. The LogSSR server scans all reports for computer viruses before inclusion in the databases. Any reports received containing computer viruses will be immediately returned to the Contractor.

LINE ITEM XX20AB – ONLINE PRICING APPLICATION

Online Pricing Application. The contractor is responsible for providing an On-Line Pricing Application to assist the Government in the estimating, tracking, forecasting and reporting of maritime husbanding support non-priced services. The On-Line Pricing Application will assist the Ordering Officer or Contracting Officer with requests for non-priced supplies and services. The online pricing application is the technology that implements the process for review and approval of non-priced item purchases. Therefore, the technology used to implement the non-priced item pricing process must be both reliable and accurate. The On-Line Pricing Application will also allow the Ordering Officer or Contracting Officer to review and approve the offered price for the non-priced item before the contractor provides the supply or service. The contractor will be required to upload accurate pricing data for all non-priced items requested or made available to the users of the contract where pre-priced items do not meet user requirements. The contractor shall not provide any non-priced supplies or services other than PT or NSP items unless they have been approved in accordance with paragraph (iii) below. All non-priced items requested or ordered under this contract shall be reported in the On-Line
Pricing Application. The On-Line Pricing Application is separate from the contract requirements for reporting pricing and costs in LogSSR.

The Contractor shall provide a web-based secure access to their program via secure user login and password no later than the beginning of the contracts period of performance. This program may be developed by the Contractor or procured as a commercial item. The program shall allow multiple simultaneous users to access the tool. Access shall be coordinated through the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer in order to limit access. Only authorized users will have access to the program. A common secured access shall be made available to the Fleet in order to allow access to all Ordering Officers in a particular area of operation. Any reports downloaded from the program are property of the U.S. Government and data rights are considered unilateral for the Navy portal into the program. All reports shall be downloaded into Microsoft Excel format. This application should be available for use through a web-based application without installing additional software onto Government computers. The HS Contractor's program should allow a computer with the following minimum configuration to access their system:

- Intel 2.8 GHz Pentium 4 processor
- a DVD Read Only and CD writable drive
- a 3.5 inch floppy
- SoundMAX Integrated Digital Audio with external speakers
- 1 Gigabyte of Memory and expandable to 4 Gigabytes
- 80 GB Hard Drive
- Windows 2000
- MS Office 2003 Pro with Word, Excel, Access, Ppoint, Outlook, Infopath
- Smartcard Reader Keyboard
- Wired Network Card

Note 1: The online pricing application requires internet access but is not a Navy IT system. Security of the HSP's data within the online pricing application is the responsibility of the HSP. All data in the online pricing application should be unclassified data.

Note 2: All reports provided under lot line item XX22 are not separately priced (NSP). Costs for submitting required reports under this lot line item should be included in the husbanding services fee. Separate cost reimbursement for development or purchase of the application is not authorized.

Note 3: The HS contractor shall provide a secure user login and password for all authorized Government users no later than the beginning of the contract's period of performance. A list of required government users will be provided at the time of contract award. If new Government user requirements become known to the Government after the initial list is provided to the HS contractor, the HS Contractor shall add new users and provide login and password within seven days of receipt of the request.

Note 4: Common secured access shall be provided to Ordering Officers and Fleet representatives for all port visit data. Any authorized Government user should have access to all historical data and pricing information.

At a minimum, the online pricing application must perform the following functions:

(i) Non-priced Item Cost Reporting:

(1) The Contractor shall maintain 'real-time' pricing data for all non-priced items ordered in all ports for which the Contractor provides husbanding services.

(2) The Contractor shall input and keep updated the programs' 'real-time' pricing via the Internet, using the online pricing application. The Contractor shall update this report at least once per day of performance between the hours of 0700 and 2300 while ship is in port until the completion of the ship's visit.

(ii) Final Price Report:

(1) A summary disbursement account must be itemized in detail, with the appropriate price shown against each item in a format similar to Attachment 2 within forty eight (48 hours) after a ship leaves port. Alternatively, it is acceptable for the Contractor to scan and attach suppliers' invoices to the online pricing application's disbursement account where this facilitates the process. The Contractor will in any event be required to retain all pricing data and invoices relating to non-priced items for review, future visit reference, and official audit purposes. These final reports may be provided to other ships or ordering activities visiting ports covered by the contract.

(iii) Non-priced Item Review Process

In accordance with Paragraph 3(o) of the performance work statement the HS shall develop and implement a process by which it will input the documentation and arrangements for non-priced lot line items into the "Online Pricing Application". The contractor shall mirror the competitive process found in the FAR/DFARS (Parts 13/15). For the purpose of evaluation and analysis, the HS Contractor shall provide the results (contractor written quotations) of competing the requirement with at least two commercial contractors, or provide catalog prices lists or tariff schedules with the contractor catalog or tariff schedule that confirms the stated prices are valid from that source, or provide invoices from previous commercial purchases other than the Navy. The HS Contractor is not precluded from adding an allowance for profit and/or an allowance for its administrative costs to acquire the non-priced items to the reported prices from suppliers. Such additions will also be shown in the Online Pricing Application. The HS contractor shall input the information into the Online Pricing Application for the review and approval of the authorized Ordering Officer, NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer or Military Sealift Command Contracting Officer prior to arranging for the non-priced item. For non-priced items with an extended price of less than $25,000, either the Ordering Officer, the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer or the Military Sealift Command Contracting Officer may determine if a quoted price is fair and reasonable prior to an order being issued for the non-priced item. For non-priced items with an extended price greater than $25,000, only the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer or Military Sealift Command Contracting Officer may determine if a quoted price is fair and reasonable. All purchases of non-priced items other than port tariff items must be documented using the online pricing application. Items with an extended price <$25,000 will be reviewed and validated by the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer or Military Sealift Command Contracting Officer, but may be provided to the Ordering Activity at any time after a price is agreed upon by either the Ordering Officer, NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer or Military Sealift Command Contracting Officer . Items with an extended price >$25,000 may not be provided or mobilized until the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer or Military Sealift Command Contracting Officer has agreed to the price and confirmed the price using the online pricing application. Using this process, all products and services arranged on behalf of the Ordering Officer shall be billed and reported under LOT Line Item XX20, Incidentals. The process will be monitored and evaluated using Attachment 10, Quality Assurance Surveillance Plan.

NOTES:
1. "All data obtained by the Government through the use of the contractor's online pricing application during the course of the contract is for the Government's use and shall be treated as 'limited rights' as described in DFAR 252.227-7013(13) after the contract expires".
2. Failure to provide required reports in a timely manner as outlined in the PWS will result in penalties as outlined in Attachment (10) Quality Assurance Surveillance Plan.

Attachment 9 - Performance Work Statement (PWS) for Operations Other Than War (OOTW) Support

A. INTRODUCTION

(a) OOTW Support shall by rendered by or supervised directly by individuals fully qualified and licensed in the relevant profession, trade, or field. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses, and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety environmental and health precautions are taken to protect the work, the workers, the public, and the property of others.

(b) Operations Other Than War (OOTW) refers to a "Contingency operation" as that term is defined in FAR 2.101 and includes emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. For the purpose of this contract, OOTW support will be "First Responder" support for U.S. Navy or other forces authorized to order under this contract and will generally be limited to the initial support for a contingency operation lasting no more than thirty (30) days. In addition, it is anticipated that the estimated cost of supplies and services that may be ordered under this Line item during a single 'contingency operation' will not exceed $1,000,000. The supplies and services necessary to support these type of contingencies will include but be not limited to potable water, blankets, tents, transportation, interpreters, drivers, construction materials, medical supplies, trucking support and other logistics support necessary to support the first responder teams.

(c) In addition to rescue and humanitarian relief missions, contingency operations can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property. For purposes of this contract, it also includes Non-combatant Evacuation Operations (NEO's), or an unplanned, real world deployment of troops for an period of time not to exceed thirty (30) days. The provisions of FAR part 18, Emergency Acquisitions (effective 5 July 2006), apply in full to the OOTW requirements of this contract.

B. ORDERING AND PRICING

(a) Lot Line Items XX21AA and XX21AB are used to order Management Services in support of Operations Other Than War.

(b) Recognizing that the specific Management Services that may be required will likely vary depending on the particulars of the individual Operation Other Than War, the Lot Line Items are priced on a per person/per day basis. All orders for specific supplies or services shall be ordered under Lot Line Item XX20, Incidentals and shall be arranged using the online pricing application described in Attachment 8. The $1,000,000 maximum dollar limit per OOTW contingency replaces the $50,000 maximum dollar limit that otherwise applies to Lot Line Item XX43. The management services ordered under Lot Line Item XX21 are separate from the specific services outlined below.

(c) Management Services in support of an Operation Other Than War in all situations will be ordered under Management Services Lot Line Item XX21.

(d) (Deleted)

(e) At the time the Government orders services under the Lot Line items it will provide the Contractor a detailed list of tasks that the Contractor shall perform. The tasks shall be within the scope of the tasks further described below. The Contractor shall use its best efforts to fully perform the set of tasks within the limitation of the number of persons/number of days of service ordered by the Government.

(f) The Contractor shall promptly notify the Government if it believes that it will be unable to fully perform the specified tasks because the Government has not ordered sufficient services under these Lot Line Items.

(g) The Contractor shall furnish personnel who are familiar with the manner in which the U.S. Navy operates, speak the local language that is normally used at the site of the OOTW, and speak and read English. The Contractor shall ensure that the personnel provided under these Lot Line Items arrive at the OOTW site by the date and time specified in the order. The First Day and Subsequent Day Management Fee rates shall include any costs for the Contractor employees to travel to and from the OOTW site, and the costs of food and lodging for the Contractor while at the OOTW site. Contractor employees will not normally be provided meals or lodging at U.S. Government expense nor will they typically be entitled to Government-furnished lodging and meals on a reimbursable basis.

(h) The Contractor shall have a network familiar with the different political and commercial infrastructures, cultural and lingual background, and business practices either throughout the Region or in each country covered by the contract. In order to assist the Navy's response to OOTW, the Contractor shall furnish personnel with the following qualifications:

(i) Ability to speak the local language in the country where OOTW is being conducted
(ii) Capacity to travel to the OOTW or forward logistic site within 24 hours of notification
(iii) Current inoculation records
(iv) Possess a valid up-to-date passport

(i) For each increment of one person for one day that the Government orders, the Contractor shall provide one qualified employee to work on tasks identified at the time the order is issued for a period of at least 12 hours per day. The Contractor employee will perform those tasks at the OOTW site. The Contractor shall provide the Government a point of contact for questions and issues that arise in connection with the tasks identified at the time the order is issued who can be contacted during the portion of the 24-hour day that the Contractor's employee is not at the OOTW site.

(j) These are not personal services. Contractor employees performing services under these Lot Line Items will perform the tasks identified by the Government at the time the order is issued. The Contractor employees performing the services are under the supervision and direction of the Contractor. Should the Government have concerns with the manner in which the tasks are being performed or have a need to modify the tasks, it shall contact the Contractor.

(k) Services that may be required under this Lot Line Items include, but are not limited to, providing interpreter support, providing expertise on locally-sensitive cultural issues, liaison with local political and police authorities, and providing technical assistance in acquiring necessary supplies and services.

(l) The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government Contracting Officer shall place the order. As with the Management Services Lot Line Items for Husbanding Services, the Government may also direct the Contractor to acquire necessary supplies and services in accordance with Lot Line Item XX20, Incidentals as outlined in the Husbanding Services PWS. All supplies and services ordered in support of OOTW contingencies shall be arranged and reported using the online pricing application described in Attachment 8.

(m) If an operation is not associated with a ship, or if the Contractor's services are required inland (i.e., more than 100 Km from the nearest port), OOTW fees under this Lot Line Item will apply. If the service is provided in a port vicinity (within 100Km of the port) and the requirement is received from the ship or a contingent on the ship, the Contractor's husbanding fees under Lot Line Item XX01shall apply.

(n) Management Services for Operations Other than War (OOTW) Lot Line Item . When supplies or services are ordered under the Operations Other than War (OOTW) Lot Line Item , the Government will clearly identify the days during the performance period for which it is ordering Management Services. Because of the range of situations under which the Government may order supplies and services under the OOTW Lot Line Items, there is less certainty that the Government will order Management Services for each day of an Operation Other Than War than when the Government orders husbanding services. The Contractor is not required to provide any services described under the OOTW Management Services Lot Line Items on those days for which services are not ordered. Regardless of whether Management Services are ordered for a particular day, the Contractor shall still provide a point of contact to address Government concerns about supplies or services to be delivered on that day. Assistance by the Contractor in providing status and/or rescheduling deliveries will not in itself constitute an order for Management Services.

(o) If an advance party arrives in a country for OOTW and requires services under these Lot Line Items prior to the start of the OOTW event, the Contractor shall be compensated for the services provided at the subsequent day rates for these Lot Line Items. The Contractor is not required to provide any services to an advance party under these OOTW Lot Line Items without first receiving an order for such services. The Contractor may be required to support multiple operations at the same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the HS Contractor's services are ordered.

(p) The Contractor's POC for Husbanding Services, or an alternative designated in writing to the Contracting Officer, shall be available (either in person or by telephone) twenty-four (24) hours a day, seven days a week, during the time frame of the OOTW operation. The POC or the alternative shall assist the on-site Government representative in fulfilling OOTW logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements.

(q) If an advance party arrives in a country for OOTW, the Contractor shall bill at the OOTW subsequent day rate. If the operation is on going, the Contractor shall bill the OOTW first day rate and then subsequent days. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the Contractor's services are ordered.

(r) The Navy may require identification of potential sources and/or delivery for supplies and services such as:

Bottled potable water, portable latrines and services, floodlights, billeting services (hotel/motel rooms, services), meal services, tents, shower trailer and related services, refuse collection services, laundry and dry-cleaning services, forklifts, clothing, construction material, parts for vehicles, air conditioners, refrigerators, cell phones, IT equipment, repair parts, medical supplies, generators, commercial vehicles, pest extermination services, plumbing services, fuel, expediting or delivery services, MWR support, mortuary services, cultural awareness training, dietician support, translators, office supplies, boat ramps, pier/wharf/pontoon space, security fencing, security services, light trees, and Internet services (e.g., WI-FI services).

(s) In addition, the Navy may require either the identification of potential sources or delivery of any other types of supplies/services that will be unique and specific to the OOTW situation involved. Due to the unique nature of OOTW situations the range and depth of requirements will potentially be extensive. Normally, the Contractor shall not be required to perform until the Contracting Officer issues an IDIQ order for additional OOTW support.

(t) In very unique time sensitive situations the Contractor may be tasked to source and provide a large variety of supplies and services on a very compressed delivery schedule in support of large scale operations like NEOs, etc or other real world events.

C. SUPPLIES AND SERVICES

The items listed below are examples of what may be ordered under the OOTW portion of this contract. Prior to ordering OOTW supplies or services, a warranted Contracting Officer authorized to place orders under the contract will review any descriptions or statements of work to ensure they adequately describe the Government's needs and all terms and conditions are properly defined.

1. BOTTLED POTABLE WATER

The Contractor shall provide for the procurement and delivery of potable water to a specified site(s). The Contractor shall provide for the furnishing of fresh, potable water in 1.5 liter-sized bottles. Potable Water is defined as fresh drinking water of a quality not less than that prescribed in:

(a) Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See Attachment #18.

(b) Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

EXAMPLE OF GENERAL PRICING FORMAT FOR POTABLE WATER:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
XXXX	Bottled Potable Water (1.5 liter)	bottle	_____	$_____	$_____

2. PORTABLE LATRINES & SERVICES

(a) PORTABLE LATRINES (Specifications) - The services to be rendered consist of the rental of latrines (toilets), all labor, transportation, delivery, pick-up, dismantling, repair and maintenance, tools, materials, supervision and servicing of latrines.

(1) The Contractor will provide portable, chemical latrines (one seat) that are of the standard commercial-type, a single cabin unit in the approximate size of 1.25 m (wide) x 1.25 m (deep) x 2.0 m (tall). The cabin is to be equipped with a hand cleaning agent (dispenser) if available, a urinal, a holding tank (minimum capacity of 250 Liters), one toilet paper holder, a clothing hook, ventilation outlet, a lockable door, and a translucent roof.

(2) The Contractor will provide all labor, material, transportation and equipment required for the delivery and installation of the latrines, emptying/servicing, removal of sludge as necessary to the appropriate sewage disposal point and the pickup of the Latrines at the expiration of the rental period. In addition. the Contractor must provide all chemical agents to include antifreeze during freezing weather.

(3) The Contractor must implement a quality assurance program that will ensure that his work and the work performed by his employees is accomplished in such a manner that is in conformance with applicable standards of the trade and is in compliance with local and federal host nation Ecology Laws and Directives. The Contractor must obtain, and hold current, all necessary permits for the operation of his service and disposal vehicles on Saturdays, Sundays and local national/US holidays.

(b) SERVICING OF LATRINES

(1) The servicing of EACH latrine must be accomplished DAILY, TO INCLUDE ALL WEEKENDS, AND LOCAL/US HOLIDAYS. Servicing will include the replenishment of all chemical agents. Each cabin interior will be completely cleaned with a disinfectant agent, and the exterior walls will be cleaned as appropriate to give a well-maintained appearance. The hand cleaning agent will be replaced as needed, and the latrine will not be allowed to be without cleaning agent or toilet paper.

(2) The cleaning/servicing will be accomplished between the hours of 0700-1900 hours daily or as otherwise directed by the Contracting Officer or a Contracting Officer Representative (COR).

(c) DELIVERY OF LATRINES

(1) The latrines will be delivered operational and ready-for-use. The Contractor will provide a document written in ENGLISH (in duplicate), which provides the user a means of inspecting the condition of the latrines. The Contractor and the US Government Representative will jointly inspect each latrine for damages (dents, scratches) and completeness. The document must be signed and dated by both the COR and the Contractor as acknowledgment that the latrines were actually delivered and in the condition described/annotated. A copy of the document will be retained by the Contractor and the COR for use during the joint Inspection that must again be conducted at the end of the rental period. Both the COR and the Contractor will sign the document to acknowledge the return of the equipment in the described/annotated condition. Reasonable wear and tear, as well as damages which are not annotated on the turn-in document will not be considered as valid if the Contractor later submits a claim against the government.

(2) When re-locations are specified in the contract, the Contractor must perform the required services as specified below:

(i) When the Contractor is notified prior to 12:00 hours, the work must be accomplished on the same day.

(ii) When the Contractor is notified after 12:00 hours, the work must be accomplished not later than 10:00 hours the following day.

EXAMPLE OF GENERAL PRICING FORMAT FOR LATRINE RENTAL/SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT OF PRICE	TOTAL
xxxx	Latrine Rental	Each/Day	___	$_____	$_____
xxxx	Servicing	Each/Day	___	$_____	$_____
xxxx	Emptying	Each/Day	___	$_____	$_____

3. FLOODLIGHTS

(a) FLOODLIGHTS (Specifications)

The services to be rendered consist of rental, delivery, set-up, maintenance and removal of floodlights to and from a specified site(s).

(1) The Contractor shall provide portable, wheel mounted, self contained lights of a commercial type that meets and/or exceeds the following specifications:

(i) The unit/s must be completely self contained, to include an on board generator capable of providing the required electrical power on a sustained basis (12 hours without interruptions). The noise-level of the generator shall not exceed 75 DBA, measured at a distance of 7 meters from the unit.

(ii) The unit/s shall be equipped with an on-board fuel tank which has a minimum fuel capacity to operate the unit for a 12 hour period without interruption.

(iii) The unit/s shall be equipped with six 1500 watt halogen lights which are to be mounted on a telescoping mast that can be adjusted from 7 to 9 meters in height. The lights are to be separately

mounted on the mast and must be both horizontally and vertically adjustable to permit changes in the direction they can be aimed.

(iv) All fixtures, to include light bulbs, must be weather resistant to allow their operable use outdoors during periods of rain, wind, snow and inclement weather conditions in general.

(2) The Contractor shall provide all cables, cords and operating accessories, to include spare light bulbs (2 per light unit) , fuel and operational manuals in the English language.

(b) FLOODLIGHTS (Delivery, Maintenance & Removal)

(1) The Contractor is responsible for the delivery site placement, and an operational test of each unit. The Contractor must further ensure that the equipment and its installation meet the requirements of all applicable VDE regulations and the Trade Unions (UVV) accident prevention regulations. The unit/s will be delivered, installed and completely operational not later than 14:00 hours on the first day of the rental period.

(2) The Contractor shall provide a point of contact for "on call" maintenance and/or replacement of equipment. The point of contact must be available from 08:00 to 20:00 hours daily, to include Saturday, Sunday and all local and American holidays. In addition, the Contractor shall provide all labor, materiel and supervision required to keep the equipment in a serviceable and safe operating condition. Repair and maintenance may be performed on site, subject to coordination with the COR. If a light unit becomes inoperable, the Contractor will be notified immediately. The Contractor must respond within 6 hours after notification, to perform the required repair and maintenance services. Equipment that remains inoperable for more than a 24 hours period shall be considered not available for use and rental fees shall cease until the equipment is repaired to a fully operable condition or replaced with a serviceable unit. The pick-up and removal of inoperable equipment shall be accomplished at Contractor expense.

EXAMPLE OF GENERAL PRICING FORMAT FOR FLOODLIGHTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Floodlights	Each	___	$_____	$_____
xxxx	Set-Up	Each	___	$_____	$_____
xxxx	Rental & Maintenance	Week/Month	___	$_____	$_____
xxxx	Break-down & Removal	Each	___	$_____	$_____

4. BILLETING SERVICES—HOTEL/MOTEL ROOMS, SERVICES

(a) HOTEL/MOTEL ROOMS: The services to be rendered consist of both the rental of lodging accommodations, which are considered to be a hotel, motel or inn which provides sleeping facilities to the traveling public and various Contractor-furnished items described as follows:

(1) CONTRACTOR FURNISHED ROOMS: The Contractor shall furnish the following living spaces for single and double occupancy rooms. Each shall contain adequate living and sleeping areas. No more than two people shall be normally assigned to a room. Additional people assigned per room shall be agreed to in advance by the Contracting Officer (or his/her designated representative) and the Contractor. The following standards apply:

(i) Rooms shall be constructed and finished to provide good light and sound attenuation. All windows shall be provided with blackout lining, shades or blinds. If drapes are provided, they must screen out the light.

(ii) Sufficient electrical outlets shall be available and in good working condition.

(iii) All entrance doors to rooms shall have interior security locks, either deadbolt or double locking locks. At least one room occupant shall be provided with a room key.

(iv) Bathrooms must be constructed to provide convenient sanitary facilities. Bathrooms must contain a functioning shower and/or tub combination with a wash basin, a properly functioning toilet, and a mirror. Additionally, bathrooms should have adequate lighting and grounded electrical outlets for use of electrical razors, hair dryers etc. The shower or shower/tub combination shall have shower doors or curtains and hot and cold running water.

(v) A telephone in the room is desirable; if not available due to location, have telecommunication devices in the immediate area.

(vi) A television in the room is desirable; if not available due to location, have information as to where television is available to patrons.

(vii) Rooms shall have adequate heating and cooling capabilities.

(2) Furnishing and Equipment: Must be clean and in good repair. The following minimum furnishings are required:

Lamp --1 per desk or writing table
Adequate clothes storage drawers and closet space
Desk or writing table with chair
Trash Container
Bed

Additional desirable amenities:

Radio
Working tables and chairs
Restaurant within the facility
Refrigerators or ice machines in hallway
Chair, occasional
Alarm clock

(b) HOTEL/MOTEL SERVICES: The services rendered shall consist of the following contractor furnished services.

(1) ASSIGNMENT OF QUARTERS/ROOMS: Government personnel should not be billeted under this contract arrangement without presenting proper authorization to the Contractor. The Contractor must be adequately manned to provide a 24 hour check-in and check-out service, 7 days a week. Individuals of the same sex, designated for double room occupancy, shall be billeted in rooms with two beds. Normally, if these rooms are not available, single rooms shall be used. Any changes to this procedure will be agreed to in advance between the Contractor and the Contracting Officer (or his/her designated representative).

(2) CUSTODIAL/SANITATION SERVICES: Daily custodial services shall include, but is not limited to, room cleaning, bed making, linen change (as required), adequate quantities of soap, a minimum of four bath towels, four hand towels, sanitized drinking glasses, facial tissues, and a cloth bath mat.

(3) LINEN SERVICE: Linen service shall be provided once a week or when occupancy changes, whichever occurs first. Additional blankets shall be made available if requested by occupant. All linen and blankets shall be clean, freshly laundered, without any objectionable odors, and in good repair, free from tears, rips, holes, stains, and extensive wear. Pillows shall be at least six inches thick to provide proper support.

(4) ADDITIONAL DESIRABLE AMENITIES:

24 hour wake up service
Message service
Shuttle service

(5) COMMON USE AREAS: The Contractor shall keep all hallways, corridors, grounds, and other adjacent areas under the Contractor's control in a clean, neat and safe condition.

(6) "DO NOT DISTURB" SIGNS: All rooms shall have such signs available. Contractor's employees shall understand and respect them when displayed.

(7) LAUNDRY DROP OFF/PICK UP: Contractor shall provide required laundry service as agreed to in a separate contract (see contract # _____).

(8) BARBER SERVICES: Contractor will provide access in hotel area for barber/beautician services as needed.

(9) INFORMATION SERVICES: Customer service representatives shall be able to explain to occupants' miscellaneous charges not covered by this statement of work, i.e., telephone charges. The Contractor shall provide, where applicable, information on bus schedules, taxis and other local transportation, dining facilities and locations, and commercial telephone directory service.

(10) Business Services: Hotel will provide space for meetings as well as phone, copier and fax services as required.

(11) Meal Service: Contractor shall provide required meal service as agreed to in a separate contract (see contract # _____).

EXAMPLE OF GENERAL PRICING FORMAT FOR HOTEL/MOTEL, SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Rooms (1 person)	Each/Day	___	$_____	$_____
xxxx	Rooms (2 persons)	Each/Day	___	$_____	$_____
xxxx	Additional Persons per room	Each/Day	___	$_____	$_____

5. MEAL SERVICES

(a) MEAL SERVICES (Programs/Hours of Operation)

The services rendered consist of providing all the personnel, supervision, and any other items necessary to operate a full food service management facility as defined in this Statement of Work at ____*_____ Hotel, located in _____*_____.

(b) The Contractor will provide for a Quality Control Program, Quality Assurance Program and a Sanitation Inspection Program as well as complying with Hours of Operation as described in (1) through (4) below.

(1) QUALITY CONTROL: The Contractor shall establish and maintain a complete quality control program for the performance requirements of this contract.

(2) QUALITY ASSURANCE: (INSERT METHOD OF CONTRACTOR SURVEILLANCE, IF ANY.)

(3) SANITATION INSPECTIONS: The Contractor shall ensure that there is a Sanitation Inspection program established internally and in addition to any government performed surveillance, medical services

personnel (Director of Base Medical Services), will also inspect for compliance with sanitary conditions. If there is a conflict the Contractor shall comply with the more restrictive regulation.

(4) HOURS OF OPERATION: The Contractor shall maintain the operating hours for the dining facilities as listed in _____*_____.

(c) DEFINITIONS

The Contractor will be familiar with and understand the following definitions:

(1) Director of Base Medical Services (DBMS): The installation medical authority who defines and monitors sanitation standards and procedures for food service activities.

(2) Equipment: Items used to store, prepare, cook, serve and transport food and supplies. Equipment also includes items used in cleaning and sanitizing.

(3) Food Handlers: Food service personnel who handle, process, prepare or serve food and who touch food or food contact surfaces in any way.

(4) Food Service Officer (FSO): Individual responsible for matters relating to food service.

(5) Installation Menu: Specifies installation menu choices (except leftovers), including, but not limited to, entrees, salads, desserts, and soups, to be served at each meal during a menu cycle.

(6) Leftovers: Leftovers are unserved portions of any item prepared for a specified meal period.

(7) Meal Serving Hours: Hours that the Government requires the dining facility to be open for service.

(8) Potentially Hazardous Foods: Any perishable food which consists in whole or in part of dairy products, eggs, meat poultry, fish, shellfish. These foods are likely mediums for bacterial growth and are potential causes of food-borne diseases especially if creamed, ground, mixed or handled often.

(9) Progressive Food Preparation (BATCH COOKERY): The preparation of food items at selective time intervals during an entire meal period matching the flow of patrons through the serving lines.

(10) Serving Line: This term refers to the location and equipment used in dining facilities to serve food cafeteria style.

(11) Subsistence: Food items, including beverages and condiments.

(12) Supplies: Expendable items such as paper and plastic products, cleaning and janitorial materials, kitchen utensils, and tableware.

(13) Trash: Any non-salvageable waste material other than garbage, rocks, or dirt. The waste includes metal, paper, glass, cardboard, floor sweepings, cartons, and similar materials.

(d) SPECIFIC TASKS

The Contractor will provide for and comply with the following Specific Tasks:

(1) MENU PLANNING AND POSTING: The Contractor shall coordinate meal planning with site representatives. The Contractor shall post daily menus before the breakfast meal in an appropriate location at each dining facility.

(2) REQUISITIONING SUBSISTENCE: The Contractor shall coordinate with Government personnel to requisition, pick up, deliver and off-load food at various food-service facilities.

(3) STORAGE AND ISSUE:

(i) Proper Storage: Upon receipt the Contractor shall promptly store perishable and semi-perishable subsistence. Store frozen and chilled items at specified temperatures.

(ii) First In-First Out: The Contractor shall ensure the oldest food items are issued first, except when the condition of an item dictates earlier use.

(4) SUBSISTENCE INVENTORY:

(i) Month-end Inventory: The Contractor shall take a physical inventory of all subsistence following the last meal on the last day of each month. The Contractor must reconcile the book inventory with the physical inventory and must submit proof of this to the government.

(ii) Other Inventories: The Contractor shall perform other inventory measures, i.e., annual inventory, equipment inventory before and after contract completion, etc., as required by the Contracting Officer. The government also reserves the right to conduct an independent inventory at any time during the performance of the contract.

(5) FOOD PREPARATION AND SERVICE.

All meals provided shall be “American-type” meals. Examples follow:

Breakfast:
Cereals: corn flakes, wheat flakes, chocolate flakes
Fresh fruits: bananas, grapefruit, oranges, pears, grapes...
Eggs: fried, scrambled.. Hash browns
Meat: Ham, sausage, bacon
Bread: White bread, toast, wheat, rye
Butter & Jam
Pastry: croissants, apple pie
Beverages: Coffee, orange juice, milk, water

Lunch:
Soup: vegetable, mushroom, tomato, chicken, beef, turkey...
Sandwich: ham, turkey, roast beef
Cheeses: American, Swiss
Fruit

Dinner:
Roast beef, roast/baked/fried chicken, roast pork, roast turkey, grilled
fish, BBQ, roasted lamb
Beef/chicken stew
Rice, pasta (spaghetti, macaroni, lasagna) potatoes (baked, mashed...)
Boiled or Steamed Vegetables: corn, green beans carrots, peas, etc.
Pizza, hamburgers, hotdogs, tacos
Soups
Bread
Salad: lettuce, tomato, cheese, onions, dressing, etc.
Juice, water, milk

All food services items listed above are subject to approval by the U.S. Government medical personnel.

(i) Approved Menu: The Contractor shall follow the approved installation menu when planning and preparing all meals.

(ii) Progressive Food Preparation: Progressively prepare food items to yield optimum freshness, flavor, color, and texture.

Cook short-order breakfast items to order.

Prepare short-order items such as hamburgers, hot dogs, and french fries. Ensure an adequate flow of patrons through the line.

(iii) Serving Lines: Set up serving lines by the scheduled opening time. Food on the serving line shall be logically arranged and all foods shall be maintained at the specified temperatures. Replenish all foods, tableware, beverages, and condiments as necessary to ensure they are available to all patrons throughout the meal. Remove all food from the serving line within 15 minutes after the serving line is closed and cover, label and properly store all food, unless disposal of a leftover is appropriate.

(iv) Table Clearing: The Contractor shall be responsible to clear and clean all dining room tables and chairs or benches within five minutes after they are vacated to ensure a timely flow of patrons.

i. ****SAMPLE****

Breakfast Meal will be served in the ___*_____ Hotel restaurant as a buffet during established hours as posted. Dinner Meal will be served daily from _*__ hours to _*___ hours in the conference room adjoining the lobby or as otherwise coordinated. Actual headcount will be coordinated daily or as needed. Menu will consist of beef, poultry, or fish, salads and various fresh/canned vegetables, desserts, water, coffee, and soft drinks as coordinated with the chef and hotel staff by the ordering officer.

EXAMPLE OF GENERAL PRICING FORMAT FOR MEAL SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
XXXX	Breakfast	Each	____	$_____	$ _____
XXXX	Lunch	Each	____	$_____	$_____
XXXX	Dinner	Each	____	$_____	$_____

(6) SANITATION REQUIREMENTS:

(i) Personal Hygiene. The Contractor shall ensure all employees meet all personal hygiene requirements to include but not limited to; clean hands and fingernails at all times, proper hair and facial grooming, hair restraints, proper smoking restraint, etc.

(ii) Food Storage and Preparation: The Contractor is responsible for preventing all food-borne diseases by properly storing and preparing food in accordance with AFI 48-116, Control of Food-Borne Illnesses. This includes, but is not limited to: storage of bulk foods, refrigerated food, leftovers, perishables, etc. The Contractor shall prepare foods on surfaces that are cleaned and sanitized. All meats and poultry shall be cooked and prepared at the proper temperatures ensuring the food is thoroughly cooked throughout. (FOR PROPER TEMPERATURE RANGES ON VARIOUS FOODS, CONSULT AFI 48-116 OR YOUR MEAL SERVICES REPRESENTATIVE)

(iii) Equipment and Utensil Cleaning: The Contractor shall clean and sanitize all food service equipment and cookware to remove food particles, other soil, grease and cleaning or sanitizing agent residue to the standards set forth in this contract.

(7) HOUSEKEEPING.

(i) General: The Contractor shall furnish general housekeeping services in food service facilities before, during (if necessary) and after the serving of meals. The Contractor shall provide all equipment necessary to perform these services. The cleaning standards and housekeeping charts are intended to produce an acceptable level of performance.

(ii) Lavatories: The Contractor shall clean all lavatories in food service facilities.

(iii) Insect and Rodent Control: The Contractor shall take appropriate actions directed by the government to assist in the control of insects and rodents.

6. TENTS

(a) TENTS - SUMMER

(1) The services to be rendered consist of the rental, erection, dismantling and maintenance of all tentage and associated equipment.

(2) The Contractor shall provide ____*_____ square meters of billet tents to be erected at the site(s) and in the configurations as stated in the contract schedule and the plot plans provided.

(3) The tentage shall be constructed of PVC or polyester fire resistant canvas. The Contractor must ensure that all tent flaps and openings are adequately secured so as to prevent rain from entering the tent.

(4) Floors: The entire usable space within the tent must be covered with floors that are constructed of wood or other equally hard material (the material used must offer a nonskid surface). The floors must be installed in such a manner as to alleviate uneven surfaces that could cause personnel to stumble or trip. The floors must be elevated a minimum of 10 cm above the ground and capable of supporting 250 kg per square meter.

(5) Entrances/Exits: Each tent shall be equipped with at least two (2) lockable entrance/exit doorways. These doorways shall be constructed of wood, metal or plexiglass (no glass). The doors shall be a minimum of 100 cm wide and 210 cm high. (The Contractor will furnish the COR with a minimum of two keys per door.)

(6) Partitions/Dividers: Shall be made of canvas and/or other suitable fire resistant material. They must be a minimum of 2.40 meters in height and 3 meters long (unless otherwise specified).

(7) Lighting: Each tent shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm off the floor (subject to be measured at any place within the tent).

(8) Electrical Installations: A JP54 or equivalent fuse box shall be installed in each tent. The box shall be equipped with at least one connector to accommodate a single 38OV/16AMP male plug, CEE NORM. All wiring within the tent will originate from this fuse box and all circuits shall be properly fused. The specified quantities of electrical outlets, 22OV/16AMP, wires on floors shall be installed within the tent. The location of the outlets shall be coordinated with the COR. The Government will provide the required electrical power and will be responsible for the cables and connections from the Contractor's fuse box to the government furnished power source.

(9) Furniture: The specified number of tables and benches, capable of seating (6) six adults shall be provided. The Contractor shall place the furniture in the tent at the locations determined by the COR.

(10) The Contractor shall have ___*_____ each, designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. These persons shall be qualified to perform emergency tent maintenance.

(b) TENTS - WINTERIZED

(1) The services to be rendered consist of the rental, erection, dismantling and maintenance of all tentage and associated equipment.

(2) The Contractor shall provide _____*_____ square meters tentage to be erected at the site(s) and in the configurations as stated in the contract schedule and the plot plans provided.

(3) The tentage shall be constructed of PVC or polyester coated fire resistant canvas. In addition to the tentage, an exterior wall shall be constructed to enclose each tent to the height of the tent eaves. The exterior wall is to be constructed of wood that has a minimum thickness of 20 mm, or hard plastic/fiberglass that has a minimum thickness of 3 mm, or aluminum material which has a minimum thickness of .75 mm. The Contractor must ensure that all tent flaps and openings are adequately secured so as to prevent wind and/or snow from entering the tent.

(4) Floors: Unless otherwise specified the entire usable space within the tent must be covered with floors that are constructed of wood or other equally hard material (the material used must offer a nonskid surface). The floors must be installed in such a manner as to alleviate uneven surfaces that could cause personnel to stumble or trip. The floors must be elevated a minimum of 10 cm above the ground and capable of supporting 250 kg per square meter.

(5) Entrances/Exits: Each tent shall be equipped with at least two (2) lockable entrance/exit doorways. These doorways shall be constructed of wood, metal or plexiglass (no glass). The doors shall be a minimum of l00 cm wide and 210 cm high. (The Contractor will furnish the COR with a minimum of two keys per door.)

(6) Partitions/Dividers: Shall be made of canvas and/or other suitable fire resistant material. They must be a minimum of 2.40 meters in height and 3 meters long (unless otherwise specified).

(7) Heating: The Contractor must furnish sufficient forced air, fuel operated heaters capable of maintaining a minimum temperature of ___*____ C (+/-3 degrees C). Each heater will be installed on an appropriate drip pan. When partitions/dividers are installed the Contractor must ensure that adequate heaters are provided to heat each area. The heater installations shall be in accordance with the applicable with commercial standards for safety. Heaters are to be installed on the outside of the tents with heating ducts leading into the tents properly insulated. Fuel tanks: The Contractor shall furnish at least one 150 liter fuel tank per installed heater. The tank must be clean and fully operational at time of delivery. In addition, the Contractor will be responsible for the maintenance of the fuel tanks. The fuel tank installations shall be in accordance with the applicable VDE and Trade Union safety standards. The tanks must be installed on the outside of the tents.

(8) Fuel: After initial testing and set up of heaters, the Government will provide fuel oil as required during the performance of the contract.

(9) Lighting: Each tent shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm off the floor (subject to be measured at any place within the tent)

(10) Electrical Installations: A JP54 or equivalent fuse box will be installed in each tent. The box will be equipped with at least one connector to accommodate a single 38OV/16Amp male plug, CEE NORM. All

wiring within the tent will originate from this fuse box and all circuits will be properly fused. The specified quantities of electrical outlets, 22OV/16Amp, wires will be installed within the tent. The location of the outlets will be coordinated with the COR. The Government will provide the required electrical power and will be responsible for the cables and connections from the Contractors' fuse box to the government furnished power source.

(11) Furniture: The specified number of tables and benches, capable of seating six (6) adults will be provided. The Contractor will place the furniture in the tent at the locations determined by the COR.

(12) The Contractor shall have __*___ each, designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. These persons shall be qualified to perform both emergency tent and heater maintenance.

(13) The US Government will provide:**

(i) Fuel upon completion of the erection of each tent.
(ii) The equipment and labor for snow removal (on top and in the vicinity) of each tent shall be the responsibility of the Government.

** Note to requiring activity - the Government should only commit itself to the furnishing of fuel when it is certain it can do so with proper additives to prevent freezing. This has been a problem in the past.

EXAMPLE OF GENERAL PRICING FORMAT FOR TENTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Tents				
xxxx	Erection/Installation	Each	____	$_____	$_____
xxxx	Rental and Maintenance	Month	____	$_____	$_____
xxxx	Dismantling and Removal	Each	____	$_____	$_____

7. SHOWER TRAILER & RELATED SERVICES

(a) SHOWER TRAILER with US Government-Furnished Utilities/Cleaning

The services to be rendered consist of the rental, installation, maintenance, cleaning (as specified) of the shower units and associated equipment and the removal of all Contractor furnished equipment upon completion of the rental period.

(1) The Contractors shall provide _*___ each trailer/s. The shower trailer/s are to be delivered and installed at the site(s) and in the configuration/s as stated in the contract schedule and the attached plot plans.

(2) The shower trailer/s shall be constructed in such a manner as to meet, or exceed, the applicable VDE and trade standards.

(3) The Contractor shall furnish the required hoses and power cables to connect the shower trailer/s to government provided utilities, i.e. water, electrical, and sewage. (In situations where the-hookup for government utilities exceeds 20 meters in distance, that distance must be specified in the requirement).
(4) The shower trailer/s shall meet or exceed the following minimum specifications:

(i) Size
6 meters in length
2.4 meters in width
2.4 meters in height

(ii) Shower Configuration: Shower room with a minimum six (6) shower heads. Dressing room with a minimum of four (4) wash basins equipped with hot and cold water faucets, four (4) mirrors and shelves, four (4) electrical outlets, and twelve (12) clothes hanging pegs/hooks.

(iii) Heaters: Electrical, constant controlled and adequate to maintain + or - 3 degrees.

(iv) Fan: Electrical, adequate size to ventilate the enclosure.

(v) Hot Water System: Electrical adequate to sustain a mixed water temperature of 450 degrees C + or - 3 degrees for a continuous period of 40 minutes or 20 individual showers prior to requiring a recycling. The hot water storage tank shall be a minimum of 400 liters and have a control system that will prevent scalding. The hot water system shall be able to provide a water flow rate to each shower head of 18 GPM.

(vi) Lighting: Each trailer shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm above the floor.

(vii) Electrical Installation: Each trailer shall be equipped with a fuse box, with each-circuit within the trailer being appropriately fused to meet the applicable VDE standards. All electrical wiring within the trailer will originate from this fuse box. All outlets will be wired with an appropriate ground to ensure that personnel are not endangered by electrical shock.

(viii) Floors: All floors within the shower room shall be covered with a non-skid surface and/or aerated matting.

(5) The Contractor shall have __*__ each designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. They shall also be qualified to perform all types of shower trailer maintenance.

(6) The US Government will provide:

(i) Utilities with the completion of the installation of each shower trailer.
(ii) Cleaning of the shower trailer/s including the removal of trash, sweeping, mopping, cleaning of wash basins and shower stalls, and spot cleaning of interior/exterior of shower trailer/s. The Contractor shall ensure that the trailer/s are delivered clean and disinfected and the US Government shall return the trailer/s in the same condition.

(iii) The equipment and labor for snow removal (on top and in the vicinity) for each shower unit shall be the responsibility of the US Government.

(b) SHOWER TRAILER with Contractor-Furnished Utilities and Cleaning

The services to be rendered consist of the rental, installation, maintenance, cleaning (as specified) of the shower trailer/s and associated equipment; to include the removal of all Contractor furnished equipment upon completion of the rental period.

(1) The Contractor shall provide __*__ each shower trailer/s. The shower trailer/s are to be delivered and installed at the site(s) and in the configuration/s as stated in the contract schedule and the attached plot plans.

(2) The shower trailer/s shall be constructed in such a manner as to meet, or exceed, the applicable VDE and trade standards.

(3) The Contractor shall furnish all utilities to include, electricity, water and waste water disposal. Waste water shall be disposed of in accordance with the Host Nation Government ecology rules, regulations and laws.

(4) The shower trailer/s shall meet or exceed the following minimum specifications:

(i) Size (inside dimensions)
6 meters in length
2.4 meters in width
2.4 meters in height

(ii) Shower Configuration: Shower room with a minimum six (6) shower heads. Dressing room with minimum of four (4) wash basins equipped with hot and cold water faucets, four (4) mirrors and shelves, four (4) electrical outlets, and twelve (12) clothes hanging pegs/hooks.

(iii) Heaters: Electrical, constant controlled and adequate to maintain + or - 3 degrees.

(iv) Fan: Electrical, adequate size to ventilate the enclosure.

(v) Hot Water System: Electrical, adequate to sustain a mixed water temperature of 450C + or - 3 degrees for a continuous period of 40 minutes or 20 individual showers prior to requiring a recycling. The hot water storage tank shall be a minimum of 400 liters and have a control system that will prevent scalding. The hot water system shall be able to provide a water f low rate to each shower head of 18 GPM.

(vi) Lighting: Each trailer shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm above the floor.

(vii) Electrical Installation: Each trailer will be equipped with a fuse box, with each circuit within the trailer being appropriately fused to meet the applicable VDE standards. All electrical wiring within the trailer will originate from this fuse box. All outlets will be wired with an appropriate ground to ensure that personnel are not endangered by electrical shock.

(viii) Floors: All floors within the shower room will be covered with a non-skid surface and/or aerated matting.

(ix) Cleaning Services: Cleaning services shall be provided by the Contractor. Cleaning of the shower trailer/s shall include the removal of trash, sweeping, mopping, cleaning of wash basins and shower stalls, and spot cleaning of interior/exterior of the shower trailer. The Contractor shall ensure that the shower trailer/s are delivered clean and disinfected.

(x) The Contractor shall have _*__ each designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. They shall also be qualified to perform all types of shower trailer maintenance.

(xi) The US Government will provide: The equipment and labor for snow removal (on top and in the vicinity) for each shower unit shall be the responsibility of the Government.

EXAMPLE OF GENERAL PRICING FORMAT FOR SHOWER TRAILER/S:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Shower Trailer	Each/Month	_____	$ _____	$ _____
xxxx	Set-up/Distribution	Each	_____	$_____	$ _____
xxxx	Daily Cleaning	Each	_____	$ _____	$ _____
xxxx	On-Call Servicing	Each	_____	$ _____	$ _____
xxxx	Connection of Utilities	Each	_____	$ _____	$ _____
xxxx	Relocation of Trailers	Each	_____	$ _____	$ _____

8. REFUSE COLLECTION SERVICES

(a) TRASH, GARBAGE & WASTE COLLECTION (Specifications)

(1) The services to be rendered consist of the providing of refuse containers to be located at specified sites, the emptying of said containers and the proper disposal of the trash, garbage and waste.

(2) CATEGORIES OF REFUSE: The Contractor shall be responsible for handling various categories of refuse as described below:

(i) Regular Trash: All solid waste material, with the exception of those types listed in (i) through (vii) below:

- Typical size of containers: 1, 5, 10, 16, 20 or 24 cubic meters (cbm)
- Frequency of servicing (emptying): To be determined requiring activity.

(ii) Edible Garbage: All food waste that is generated by food service facilities.

- Typical size containers: 200 liters, 1, 5 or 10 cbm.
- Frequency of servicing: Daily emptying is mandatory.

(iii) POL Waste: Oils, antifreeze, brake fluid and any other vehicle related liquids.

- Typical size of containers: 500 or 1000 liters
- Frequency of servicing: To be determined by the requiring activity.

(v) Contaminated Soil: Dirt removed from around oil tanks or soil that has been contaminated by the accidental spillage of POL and/or chemical agents.

- Typical size containers: 10, 20, or 24 cbm
- Frequency of servicing: To be determined by the requiring activity.

(vi) Medical Waste: Solid waste generated by medical laboratory facilities which requires controlled disposal.

- Typical size containers: 200 liters, I or 5 cbm
- Frequency of servicing: Daily emptying is mandatory.

(vii) Liquid waste: Chemical agents and liquids generated by X-ray laboratories.

- Typical size tanks: 400 or 1000 liters
- Frequency of servicing: To be determined by the requiring activity.

(3) The Contractor shall provide all labor, material, transportation and equipment required for the delivery, installation, removal of trash and the pickup of the containers at the end of the rental period. In addition the Contractor is fully responsible for obtaining and holding current permits with approved dumping and disposal points. (Unless Government disposal points are specifically identified in the contract schedule)

(4) The emptying of each container includes the complete removal of all refuse from the container and the removal of all bagged refuse at the container location. In addition the Contractor is responsible for cleaning up all refuse that is spilled during the servicing/emptying process.

(5) The Contractor must implement a quality assurance program that will ensure that his work and the work performance by his employees is accomplished in such a manner that conforms with applicable standards of the trade and is in compliance with local and federal host nation ecology laws and directives. The Contractor must obtain and hold current all necessary approvals and permits for the lawful performance of the prescribed services. In addition, the Contractor must obtain the necessary permits for the operation of his service and disposal vehicles on Saturdays, Sundays and holidays.

(6) All refuse containers will be delivered, installed, and ready for use no later than 08:00 hours on the first day of the specified rental period.

(7) When on-call servicing/emptying of refuse containers and/or relocation of refuse containers are specified in the contract, the Contractor must perform the required services as specified below:

(i) When the Contractor is notified prior to 12:00 hours the work must be accomplished on the same date.

(ii) When the Contractor is notified after 12:00 hours, the work must be accomplished no later than 10:00 hours on the following date.

EXAMPLE OF GENERAL PRICING FORMAT FOR REFUSE COLLECTION:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Refuse Container	Each/Month	____	$ _____	$_____
xxxx	Set-up/Distribution	Each	____	$ _____	$_____
xxxx	Emptying of Containers	Each/Day	____	$ _____	$_____
xxxx	On-Call Servicing	Each	____	$ _____	$_____
xxxx	Relocations	Each	____	$ _____	$_____

9. LAUNDRY AND DRY-CLEANING

(a) LAUNDRY & DRY-CLEANING (Specifications)

The services to be rendered consist of complying with the Scope of Work below and providing Quality Control, Inspection of Services and maintaining the Hours of Operation as delineated in (1) through (4).

(1) SCOPE OF WORK: The Contractor shall furnish all management, labor, transportation, pickup and delivery service, housekeeping and facility operation in accordance with the terms and conditions of this contract. This contract includes all laundry, dry cleaning, and all other tasks and responsibilities deemed necessary and spelled out in this contract. The Contractor shall receive, account for, process, and return all organizational and individual items tendered for cleaning. Technical Exhibit XX--Workload Estimate lists the estimated quantities of work (as a SAMPLE).

(2) QUALITY CONTROL: The Contractor is responsible for establishing and having an active quality control plan.

(3) INSPECTION OF SERVICES:

(i) Inspection Service: The Contractor shall provide and maintain an inspection system that must be accepted by the government covering the services under this contract.

(ii) Inspection and Testing: The Government has the right to inspect and test all the services called for by the contract, to the extent practicable, at all times and places during the term of the contract.

(iii) Nonconformance with Contract Requirements: If any of the services do not conform to the contract requirements, the government may require the Contractor to re-perform the services in conformity with the contract requirements, at no additional expense to the government.

(4) HOURS OF OPERATION: The Contractor shall maintain the following customer service hours: Drop-offs will be in the ____*____ Hotel Lobby before 0900 Mondays and Thursdays. Contractor will deliver clean laundry by 1800 Mondays and Thursdays.

(b) DEFINITIONS

The Contractor will be familiar with and understand the following definitions:

(1) Clean: Finished articles are dry and free of visible soil, lint and objectionable odor. Spots and stains are removed where practical to do so without damaging the fabric.

(2) Contracting Officer Representative (COR): an individual appointed in writing by the Contracting Officer to perform expressed contract administration functions.

(3) Dry Cleaning: Dry cleaning involves the immersion of garments in dry cleaning solvents and cleaning them by use of mechanical action and soaps or synthetic detergents. Dry cleaning removes some soluble and some insoluble soils and dissolves grease stains through the combined actions of dry cleaning solvents, mechanical action, soaps, synthetic detergents, and other cleaning aids.

TYPES OF DRY CLEANING

- Small - an item requiring the approximate time, effort, and cost to process as a sleeveless sweater and /or blouse.
- Medium- an item requiring the approximate time, effort, and cost to process as a pair of trousers and /or jacket.
- Large - an item requiring the approximate time, effort, and cost to process as a coat and or overcoat.

(4) Laundering: The process by which soiled fabric items are cleaned and treated. The term includes cleaning by mechanical action and by hand in appropriate temperature water solutions of detergents and other additives.

TYPES OF LAUNDRY

- Small - an item requiring the approximate time, effort, and cost to process as a pillowcase or wrapper.
- Medium- an item requiring the approximate time, effort, and cost to process as a sheet or bedspread.
- Large - an item requiring the approximate time, effort, and cost to process as a sleeping bag.

(5) Packaging: The process by which clean garments or other items are placed on hangers and placed in protective paper or plastic film bags. Small items of clothing and other clothing which are not customarily placed on hangers shall be wrapped in protective poly-wrap in accordance with commercial or local practice.

(6) Pressing: Pressing is the process for insertion of required crease and removal of undesirable wrinkles from clean garments or items.

(c) SPECIFIC TASKS. The Contractor will provide for and comply with the following Specific Tasks:

(1) Services Provided: The Contractor shall provide services to individuals and organizations of _____*_____ at _____*_____. Services shall be provided in accordance with the terms and conditions of this contract. The Contractor shall process and finish all clothing and other items in accordance with the requirements contained in the workload data in Technical Exhibit XX. (See Sample)

(2) Workmanship and Sanitation: Delivered articles shall conform to the generally accepted industry and local standards of quality, cleanliness, finish, appearance, and packaging. The items shall not only be clean in the sense of being free from soil and stains, but also free from bacteria, fungi and micro-organisms, including pathogens and disease producing organisms. All work performed shall be done under sanitary conditions. The contract facility shall be open to inspection of conditions at any time by a representative of the US government, and the government reserves the right to perform or cause to have performed any test necessary to determine the sanitary condition of the articles delivered by the Contractor.

(3) Classification of Items: Clothing or linen articles received by the Contractor shall be individually inspected for condition of serviceability and classified as to the type of service required.

(4) Re-performance: Any items found to have been unsatisfactorily cleaned shall be re-cleaned by the Contractor at no additional cost to the government.

(5) Repair: The Contractor shall repair, at his expense, all damages to individual garments which occur while in the custody of the Contractor, to include rips, tears, holes, open seams, and replacement of buttons and repair or replacement of zippers.

(6) Organizational Bulk Items: Organizational items shall be returned in bulk unless another method is specified. Items shall be counted from baskets into waiting vehicles or across the counter to the customer.

(7) Linen Exchange Activity: The Contractor shall operate a linen exchange activity. The Contractor is responsible for receiving, collecting, exchanging, and distributing linen exchange articles to and from organizations, activities, or authorized individuals and accomplishing the tasks below:

(1) Receive, collect, exchange and distribute linen exchange articles to and from organizations, activities, or authorized individuals.

(2) Verify count or weight of items received against receiving and shipping documents.

(3) Store items in storeroom and linen exchange points.

(4) Keep items properly segregated to comply with local safety, fire prevention and other storage regulation.

(8) Stockage Inventory System: The Contractor shall establish a stockage inventory system to track all incoming and outgoing linen. The Contractor shall perform a search for missing items in order to reconcile inventory with stock records.

(9) Exchange Items: Items that have been identified for direct exchange shall be exchanged for like items at time of turn-in. Items that are not direct exchange shall be identified separately and processed to be ready for pickup by the customer within a 72-hour period. Sheets, pillowcases, mattress pads, mattress covers, towels and blankets received from organizations may be intermingled (except for medical, if applicable) and processed for reissue to any organization or individual.

(10) Pick-up & Delivery Service: The Contractor shall provide pickup and delivery service. This service shall include loading, unloading, segregating, transporting, counting and obtaining necessary documentation for items picked up or delivered.

(11) The Contractor shall provide his own vehicles and they shall be maintained in safe operating condition at all times.

(12) Weighing/Counting of Articles: Weighing/counting of articles, including the laundry bag, shall be done by government personnel prior to pickup. The laundry that the Contractor picks up may be dirty/wet. The Contractor shall verify weight or count and sign a pickup ticket for the items being picked up. Such a signature constitutes an agreement to the government's weight/count unless a specific exception is noted on the ticket.

(13) Verification: The Contractor shall record the number of pounds/pieces delivered on the delivery ticket and the government rep will verify the amount. The Contractor must provide a list for items not delivered on scheduled.

SAMPLE

TECHNICAL EXHIBIT XX
LAUNDRY & DRY CLEANING
WORKLOAD ESTIMATES

ITEM	ESTIMATED QUANTITY-(PER DROP OFF)		PRICE
BDU TROUSERS		250	$3.08
BDU JACKET		250	$3.08
FLIGHT SUIT		50	$3.08
T-SHIRT	1000	$1.92	
UNDERWEAR (MALE/FEMALE)		1050	$ .88
SOCKS (PAIR)		1000	$ .88
TOWEL (HAND OR BATH)		100	$1.15

RECOVERY RATES FOR LOST OR DAMAGED ITEMS WILL BE PER LOCAL MARKET CONDITIONS FOR _____*_____. THIS IS __*_% OF PURCHASE PRICE.

ITEM	PURCHASE PRICE (NEW)	RECOVERY PRICE
BDU TROUSERS	$35	$
BDU JACKET	$33	$
FLIGHT SUIT	$50	$
T-SHIRT	$2	$
UNDERWEAR (MALE)	$2	$
UNDERWEAR (FEMALE)	$5	$
BRA	$5	$
SOCKS (PAIR)	$2	$
TOWEL (HAND OR BATH)	*$2*	$

EXAMPLE OF GENERAL PRICING FORMAT FOR LAUNDRY & DRY-CLEANING:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	See above item list for various military clothing items	_____	_____	$_____	$_____
xxxx	Same as above	_____	_____	$_____	$_____
xxxx	Same as above	_____	_____	$_____	$_____

10. FORKLIFTS

(a) FORKLIFT (Specifications): The services to be rendered consist of rental, delivery, maintenance and removal of a specified type and size of forklift(s).

(1) Contractor shall provide forklift(s) for the stated rental period which will be of a commercial type that is equipped for outdoor use. The lifts must have the capability of lifting the specified weight (Kilos), to a minimum of 2.5 meters in height. In addition the equipment shall be capable of maintaining stability on a 6% incline, while handling a load of the specified amount.

(2) At the time of delivery the forklifts shall be in a sound mechanical condition free of all known defects, ready for immediate use. The equipment must meet all the applicable VDE and Trade Union requirements for safe operations.

(3) In addition to the above, the forklifts will be equipped with the following:

(i) Gas/diesel powered engine
(ii) Self-sustained electrical system to include an electric starter
(iii) Pneumatic tires (snow chains to be provided during winter months)
(iv) Spark proof exhaust system
(v) Front and rear lights that will facilitate on-road operations during periods of darkness.
(vi) Driver protection roll bar
(vii) Adjustable forks
(viii) Warning device (automatically activated when the lift is placed in reverse gear)

(4) The Contractor shall furnish all the transportation, labor, material and supervision required for the delivery, operational test, repair and maintenance and removal of the equipment at the end of the rental period. In addition the Contractor shall furnish all POL products, (with the exception of fuel). This is to include distilled water for batteries.

(5) The Contractor shall provide a point of contact for "on call, maintenance and/or replacement of equipment. The point of contact must be available from 08:00 to 20:00 hours to include Saturdays, Sundays and all local and American holidays. The Contractor shall provide all the labor, material and supervision required to keep the equipment in a serviceable and safe operating condition. Repair and maintenance may be performed on site, subject to coordination with the COR. If a forklift becomes inoperable due to the need for repair and/or maintenance, the Contractor will be notified immediately. The Contractor must respond, within six (6) hours after notification, to perform the repair and maintenance services. If repair and maintenance services cannot be performed within the same day, the Contractor shall furnish a replacement unit. Equipment that remains inoperable for more than a 12 hour period will be considered not available for use and rental fees will cease until the equipment is repaired to a fully operational condition or replaced with a serviceable unit. The pick-up and removal of inoperable equipment will be accomplished at.-Contractor expense.

(b) FORKLIFTS—ACCEPTANCE & RETURN

(1) Acceptance for forklifts by the Government: At the time the forklifts are delivered to the Government, the Contractor shall issue in duplicate a document, written in English, for each fork-lift, which provides the user a means to annotate the conditions of the equipment. In addition, general operating instructions, to include the refueling procedures, how to check and add oil, proper operating techniques and preventive maintenance procedures will be provided by the Contractor. The Contractor and the COR will jointly inspect the equipment for completeness and will list all damage (such as, but not limited to, scratches, dents, etc.) on the document. The document must be signed and dated by both the COR and the Contractor as acknowledgment that the forklift was received by the Government in the condition described/ annotated. A copy of the document shall be retained by the Contractor and the COR for use during the joint inspection that must again be conducted at the end of the rental period.

(2) Return of forklifts to Contractor: Upon expiration of rental period, forklifts will be returned to the Contractor, clean and complete with all accessories. Utilizing the document, a joint inspection will be conducted and all discrepancies will be noted. Both the COR and the Contractor, or his authorized representative must sign the document to acknowledge the return of the equipment in the described condition. Reasonable wear and tear, as well as damages which are not annotated on the turn-in document shall not be considered as valid if the Contractor later submits a claim against the Government.

EXAMPLE OF GENERAL PRICING FORMAT FOR FORKLIFTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	FORKLIFT 3 TON	EACH	____	$_____	$_____

11. FORCE PROTECTION

(a) During an OOTW support event, the HS Contractor may be requested to provide force protection in non-hostile environments. Support required may include, but not limited to, security personnel, escorting (sea and land), barriers, fencing, lighting, or equipment.

(b) If there is a requirement for force protection, a specification or statement of work will be provided to the HS Contractor for pricing prior the receiving an order from an authorized Contracting Officer.

12. LOGISTICS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide logistics support. Support may include, but not limited to, assistance with customs and air, ground, or rail transportation for pre-deployment and site surveys in remote areas.
(b) If there is a requirement for logistics support, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

13. SUPPLIES

(a) During an OOTW support event, the HS Contractor may be requested to provide various types of supplies when not readily available from the U.S. Government supply system. General supplies are classified as follows:

Class I – Food, Rations, and Water (e.g., bottled water, ice, reefers, etc.)
Class II – Clothing (e.g., foul weather gear, poncho liners, boots, etc.)
Class III – Petroleum, Oils, and Lubricants
Class IV – Construction Material (e.g., lumber, gravel, barriers, haul assets, yellow gear, fasteners, concrete mix, etc.)
Class VI – Personal Items (e.g., parts for commercial vehicles, camp equipment, air conditioners, cell phones, computers and peripheral equipment, coffee makers, microwave ovens, etc.)
Class VIII – Medical Supplies (e.g., medicines, medical supplies, veterinary medicines)
Class IX – Repair Parts
Class X – Miscellaneous Supplies

(b) If there is a requirement for supplies, the bill of materials or specifications will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

14. REPAIR SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide repair services. Services may include, but not limited to, repair of generators, light suites, environmental control units, vehicles (e.g., commercial trucks and cars) and material handling equipment (MHE).

(b) If there is a requirement for repair services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

15. CAMP AND FIELD HABITABILITY SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide camp and field habitability services. Services may include, but not limited to, rental of toilet/bathing facilities, berthing trailers, rental of pre-existing hard structure buildings or hotel rooms, garbage collection services, potable water, vehicle rental, laundry services, cell phones, fuel, food service, power generation/distribution, pest extermination services, plumbing services, and administrative support.

(b) If there is a requirement for habitability services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

16. TRANSPORTATION SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide transportation services. Services may include, but not limited to, providing vehicles/trucks/buses (with and without drivers), tactical level transportation (air, ground, rail, and sea) in remote areas when military transportation isn't available, and express delivery services (e.g., DHL, FEDEX, etc.).

(b) If there is a requirement for transportation services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

17. INFORMATION OPERATION/SYSTEMS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide information operation/systems support.

(b) If there is a requirement for information operation/systems services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

18. MORTUARY AFFAIRS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide mortuary affairs support.

(b) If there is a requirement for mortuary affairs support services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

19. CULTURAL AWARENESS TRAINING

(a) During an OOTW support event, the HS Contractor may be requested to arrange cultural awareness training.

(b) If there is a requirement for cultural awareness training, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

20. DIETICIAN SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide dietician support.

(b) If there is a requirement for dietician support, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

21. COMMUNICATIONS

(a) During an OOTW support event, the HS Contractor may be requested to provide communications services. Services may include, but not limited to, providing cell phones, satellite phones, internet connectivity, calling cards, land lines, and Wi-Fi services.

(b) If there is a requirement for communications services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

22. TRANSLATION SERVICES

(a) During an OOTWsupport event, the HS Contractor may be requested to provide translation services.

(b) If there is a requirement for translation services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

23. MORALE, WELFARE, AND RECREATION (MWR) SERVICES

(a) In the absence of an existing U.S. Government authorized Information, Ticket and Tours (ITT) contract, during an OOTW support event, the HS Contractor may be requested to provide MWR services. Services may include, but not limited to, providing arranging trips, tours and hotel accommodations.

(b) If there is a requirement MWR services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

Attachment 10 - QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Husbanding Services
Western Pacific & Indian Ocean Regional Contracts

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance-based Performance Work Statement (PWS). This performance-based plan sets forth the procedures and guidelines the U.S. Fleet & Industrial Supply Center, and its detachments will use to monitor contractor's performance, evaluating port visit cost reporting, non-priced item pricing performance, and ship's overall satisfaction with the of the husbanding service contractor's port visit services.

1.1 PURPOSE

1.1.1. The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the port visit cost reporting requirements, adhering to the non-priced item pricing performance standards, and meeting the ship's task order requirements as identified in the PWS.

1.1.2 This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

2.0 PERFORMANCE MANAGEMENT APPROACH

2.1 The performance-based PWS structures the acquisition around "what" service is required as opposed to

"how" the contractor should perform the work. This QASP will define the performance management approach taken by the Contracting Officer to monitor, manage, and take appropriate action on the contractor's performance against expected outcomes or performance objectives communicated in the PWS. Performance management rests upon developing a capability to review and analyze information generated through performance metrics. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management. The data generated in a performance management approach provides information that indicates whether or not expected outcomes for required services are being achieved adequately by the contractor.

2.2 Performance management also represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether or not outcomes are being achieved and migrates away from scrutiny on compliance with the processes and practices used to achieve the outcome. The only exceptions to process reviews are those required by law and compelling business situations such as safety and health. An outcome focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved at the desired levels of performance.

3.0 PERFORMANCE MANAGEMENT STRATEGY

3.1 The contractor will develop and utilize staffing and procedures, for use on a continuous basis, for self inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS.

3.2 The Contracting Officer will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The Government will make decisions based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

4.0 ROLES AND RESPONSIBILITIES

4.1. Procuring Contracting Officer (PCO). The PCO is the individual who performs preaward functions and awards or executes a contract. The PCO will retain post award functions. Accordingly, the PCO performs assigned post award functions related to the administration of the contract. Ensures performance of all necessary actions for effective contracting, monitors compliance with the terms of the contract, and safeguards the interests of the Government. The PCO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

4.2. Contracting Officer Representative (COR). The Government personnel who perform quality assurance functions for a contracted service.

- Provide technical assistance to the contracting office
- Provide functional continuity and stability
- Maintain proficiency in contract surveillance procedures
- Perform surveillance in accordance with the surveillance plan and provide documentation of surveillance observations to the PCO, as required
- Notify the PCO of any significant performance deficiencies
- Prepare input to the Contractor Performance Assessment Reporting System (CPARS)

4.3 Ordering Officers (e.g., Ship SUPPO) are responsible to

- Issue the orders in accordance with the terms and conditions

- Monitor, assess, and communicate the performance of the contractor. Government surveillance may occur under authority of the Inspection/Acceptance paragraph of clause 52.212-4, Contract Terms and Conditions – Commercial Items, for any supply or service relating to the contract.

5. PERFORMANCE OBJECTIVES AND METHOD OF SURVEILLENCE

The contractor shall provide husbanding service support in accordance with the PWS. While the contractor is fully expected to comply with all requirements in the PWS, the government's assessment of contractor performance will focus mainly on the performance objectives that are also listed in the Attachment 10a. QASP Matrix. The level of the acceptance for each objective is also established

5.1. Performance Objective #1:

Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 schedules provided as part of the RFP. The On-line Pricing Application Tool may be utilized for the creation of the estimate.

Method of surveillance: E-mail received from the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided.

Level of acceptance:

- On time	100%
- Up to 2 working days late, but before ship's arrival	80%
- 3-4 working days late, but before ship's arrival	60%
- Over 4 working days late but before ship's arrival	40%
- None before ship's arrival	0%

5.2. Performance Objective #2:

Submit final LogSSR within seven (7) days of each ship's departure (includes entering data into LogSSR and submitting all supporting documentation).

Method of surveillance: Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.

Level of acceptance:

- Within 7 calendar days after ship's departure	100%
- Within 08-14 calendar days after ship's departure	80%
- Within 15-30 calendar days after ship's departure	50%
- Over 30 calendar days after ship's departure	0%

5.3. Performance Objective #3:

LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages).

Method of surveillance: Compare the LogSSR data and PVCR/invoice data.

Level of acceptance:

- No errors 100%

- 1 error 80%

- 2 errors 60%

- 3 errors 40%

- Over 3 errors 0%

5.4. Performance Objective #4:

In Port Pricing. The HSP shall maintain the online pricing application's 'real-time' pricing capability and update non-priced item pricing and ordering data during the actual performance period the ship is in port. The HSP shall continue to input documentation into the application during the entire port visit.

The HSP shall update this report at least once per day of performance between the hours of 0700 and 2300, if applicable, while ship is in port until the completion of the ship's visit.

Method of surveillance: check the on-line pricing tool during the ship's visit and after the ship's departure to verify that the contractor updates the On-line Pricing Application with the additional requirements and for the non-priced item the procedure established has been followed.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

5.5 Performance Objective #5

Final Price Report. A Final Price Report must be reported in On-line Pricing Application Tool and itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 within forty eight (48 hours) after a ship leaves port. The HSP shall include all paid and unpaid invoices to the report.

Any changes to final prices paid shall be updated within the On-line Pricing application within one (1) calendar day of the change.

Method of surveillance: periodic checks of the On-line Pricing Application during port visits and forty eight (48 hours) after a ship leaves port.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

5.6 Performance Objective #6:

Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.

Method of surveillance: After each ship visit, the ship submits a port visit cost report indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

6.0 METHODOLOGIES TO MONITOR PERFORMANCE

6.1 In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate contractor performance. The Contracting Officer will use the On-line Pricing Application, the LogSSR and any input from the requiring activity as sources of comments on the contractor's performance.

6.2 The ships always have the option to communicate complaints to the Contracting Officer as opposed to the contractor. The complaints can be submitted during or after the visit; however the primary document that reports the complaints is the Port Visit Cost Report (PVCR). The Contracting Officer will accept the ships complaints and will investigate.

7.0 QUALITY ASSURANCE REPORTING

7.1. Within 30 days following the end of each quarter, the COR/PCO will prepare a report that shows the level of acceptance for each performance objective reached throughout the quarter. An overall average of the performance area objective area scores will be tracked for each port visit and for all port visits within the quarter. 80% is the overall goal for performance in each of these areas.

8.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

8.1 The Government shall use the observation methods cited to determine whether the AQLs have been met. The Government will evaluate the results which then may be translated into the specific negative incentives should performance not meet the AQL (for failure performance, see paragraph 9.0)

8.2 The PCO may require the contractor's project manager, or a designated alternate, to meet with the Government personnel as deemed necessary to discuss performance evaluation. The PCO will define a frequency of in-depth reviews with the contractor. However, if the need arises, the contractor will meet with the PCO as often as required or per the contractor's request. The agenda of the reviews may discuss:

- Performance measured by the metrics and trends

- Issues and concerns of both parties
- Recommendations made by the KO based on contractor information
- Issues arising from independent reviews and inspections

8.3 The PCO and contractor should jointly formulate tactical and long–term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the PCO.

9.0. FAILURE TO PERFORM

9.1 The contractor may be contacted for consideration, may receive negative past performance ratings or may be terminated based on failure to perform.

Consideration: The KO will negotiate consideration in instances where the HSP fails to meet performance requirements.

Negative Past Performance Ratings: The COR may submit negative performance information into the Contractor Performance Assessment Reporting System (CPARS).

Termination. If the KO determines that the contractor has failed to perform to the extent that a termination for cause is justified, the KO shall issue a notice of termination, consistent with FAR Part 12.

LIST OF ATTACHMENTS

Attachment 10a. QASP Matrix

Attachment 10a: QASP Matrix

Attachment 4a	Required Service	Levels

Required Service	Performance Standards	Method Of Surveillance	Goals
Timely submission of estimates within 48 hours after receipt of the order.	Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2. The On-line Pricing Application Tool may be utilized for the creation of the estimate.	E-mail received by the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided..	- On time 100% - Up to 2 working days late, but before ship's arrival 80% - 3-4 working days late, but before ship's arrival 60% - Over 4 working days late but before ship's arrival 40% - None before ship's arrival 0%
LogSSR and final cost reports	Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.	LogSSR Data-base	- Within 7 calendar days after ship's departure 100% - Within 08-14 calendar days after ship's departure 80% - Within 15-30 calendar days after ship's departure 50% - Over 30 calendar days after ship's departure 0%
LogSSR report accuracy	LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages)	Compare the LogSSR data and PVCR/invoice data.	- No errors 100% - 1 error 80% - 2 errors 60% - 3 errors 40% - Over 3 errors 0%

In Port Pricing	(1) The HSP shall maintain the online pricing application's 'real-time' pricing capability and update ALL pricing and ordering data during the actual performance period the ship is in port. The HSP shall continue to scan support documentation into the application during the entire port visit. (2) The HSP shall update this report at least once per day of performance between the hours of 0700 and 2300, if relevant, while ship is in port until the completion of the ship's visit.	On-Line Pricing Application	- Satisfied 100% - Not Satisfied 0%
Final Price Report	(1) A Final Price Report must be reported in On-line Pricing Application Tool and itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 within forty eight (48 hours) after a ship leaves port. The HSP shall include all paid and unpaid invoices to the report (3) Any changes to final prices paid shall be updated within the application one (1) calendar day of the change.	Online Pricing Application	- Satisfied 100% - Not Satisfied 0%
Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.	After each ship visit, the ship submits a port visit cost report to indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.	Ship's port cost visit report, observations, complaints	- Satisfied 100% - Not Satisfied 0%

Attachment 11 - QUALITY ASSURANCE FOR PROVISIONS

September 2006

SECTION I. GENERAL REQUIREMENTS

1. **SANITARILY APPROVED SOURCES:** All subsistence items shall be from approved sources as authorized, or exempted in NAVSUPINST 4335.4F/AR 40-657/AFR 161-32/MCO P10110.31G. Name and address of processing facility shall identify any subcontracting entities utilized other than the primary contractors. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore has available approved source listings of authorized subsistence incorporated into VETCOM Circular 40-1, Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Hawaii and Pacific) and other regions maintained and published by HQ, US Army Veterinary Command, Fort Sam Houston, Texas (http://vets.amedd.army.mil/vetsvcs/approved.nsf). The U.S. Army Veterinary Representative, prior to commencing a contract/Blanket Purchase Agreement (BPA), shall inspect all required potential sources identified. Failing to pass inspection shall be grounds for not issuing a BPA and grounds for cancellation if the facility fails inspection after a BPA has commenced. This applies to all contractors and subcontractors. Documents cited here shall be provided to the contractor upon written request.

2. **DELIVERY VEHICLES:** The supplies delivered under this contract/BPA shall be transported in a sanitary enclosed/covered or open flatbed vehicle. Semiperishable items delivered in open flatbed vehicle shall be covered with a tarp to protect products from rain or foreign objects. Vehicles shall be equipped to maintain the appropriate temperature for the subsistence being delivered. Vehicles shall be maintained in a sanitary condition to prevent contamination of the food and shall be subject to inspection by the government at all reasonable times. Supplies submitted for acceptance in vehicles, which are not sanitary, may be rejected without further inspection. Concurrent transportation of bulk contained pesticides, rodenticides, petroleum products, inedible products, household chemicals, or other caustic or volatile compounds are undesirable but occasionally necessary. When a carrier jointly transports subsistence and cleaning agents or hazardous products, the cleaning agents or hazardous products shall be segregated from the subsistence to the greatest extent. Segregated to the greatest extent means that all cleaning agents or hazardous products shall be unitized, loaded completely lower and horizontally from the subsistence to the maximum distance allowed by the physical configuration of the carrier. Shrink-wrap shall be used to secure items to pallets and provide stabilization.

3. **CODE DATING:** Master-shipping boxes shall be stamped or embossed with code dates, except Fresh Fruits and Vegetables, (FF&V). Coding must represent the date of slaughter, production, pasteurization, manufacture, or expiration/pull date. Open code shall have the date, month and year or Julian date, (last number of the year with the number of days). Closed code, such as letters and numbers, shall have an accompanying letter from the manufacturer explaining the code and shelf life.

4. **PACKAGING:** Standard commercial packaging is acceptable as long as it meets the requirements set forth in this agreement, product is protected from contamination, and quality is preserved. Products shall be packaged in non-returnable commercial containers that do not exceed 55 pounds or 25 kilograms per container. The use of a plastic shrink-wrap to secure items to the pallet shall be minimized.

5. **SHELF LIFE REQUIREMENTS:** Unless otherwise specified in this agreement, products shall be delivered with not less than one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining. If the supplies delivered DO not have the minimum number of days of shelf life remaining as set forth in this agreement, the government shall have the right to reject and/or require replacement.

6. **TEMPERATURE REQUIREMENTS:** Unless otherwise specified in this agreement, all perishable products shall be delivered between 32°F-41°F (0°C-5°C) for chilled and 0°F (-18°C) or below for frozen. Temperatures shall be checked between the primary container and the outer container to reduce product damage. If a discrepancy is suspected, internal temperature shall be checked prior to rejection or acceptance of the products.

7. **REJECTED ITEM:** Any item recommended for rejection by the U.S. Army Veterinary Representative or receiving activity shall be annotated on the invoice or delivery receipt. The Contracting Officer Representative shall negotiate on price adjustment for quality or short shelf life defect as requested by receiving activity based on the U.S. Army Veterinary

Representative inspection results. Replacements shall be coordinated with the Contracting Officer Representative as requested by the receiving activity.

8. **FOREIGN ORIGIN PRODUCTS:** Foreign establishments DO not have to be Directory listed if the prepackaged finished items they produce are imported by distributors or brokers into the continental United States, Hawaii or Alaska for sale to U.S. Armed Forces. This exemption Does not apply to establishments importing food directly into the U.S. territories of American Samoa, Guam, or the Mariana Islands without entering the continental United States, Hawaii or Alaska.

9. **CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD:** See Appendix B below.

SECTION II. QUALITY ASSURANCE PROVISIONS BY ITEM

1. **DAIRY PRODUCTS:**

a. Milk products shall be from approved sources and meet the raw, pasteurized, bacteriological and chemical requirements of the United States Public Health Service (USPHS) Publication 229 (Grade A Pasteurized Milk Ordinance). Frozen deserts and novelties shall be from approved sources in accordance with applicable military or local specifications or in the absence of applicable specifications, good manufacturing practice. Bacteriological and chemical testing may be accomplished at origin or destination. The U.S. Army Veterinary Representative shall submit non-conforming results to the Contracting Officer and provide a copy furnished to the contractor with a letter of explanation. The letter shall inform the contractor that unreliable quality controls may result in suspending further deliveries in accordance with NAVSUPINST 4355.6A/AR 40-70. NAVSUPINST 4355.6/AR 40-70 sets forth the microbiological testing program and suspension procedures for dairy products.

b. Temperature on delivery: Fresh dairy products shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C). Frozen products shall be delivered at 0^{o}F (-18^{o}C) or below.

c. Cheese Related Products:

(1) Soft cheeses such, as mozzarella, natural provolone, cream cheese, and etc., shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C).

(2) Hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, etc., shall be delivered between 32^{o}F and 50^{o}F (0^{o}C and 10^{o}C).

2. **FRESH FRUITS AND VEGETABLES (FF&V): See Appendix A.**

a. All FF&V shall be freshest product available. FF&V shall have eye appeal and shall be a minimum of 90% free from quality defects and 100% free of decay or loss. The Contracting Officer Representative shall negotiate a downward price adjustment for quality defects based on the U.S. Army Veterinary Representative inspection results and confirmed by receiving activity.

b. FF&V shall be delivered in an enclosed vehicle, equipped to maintain the temperature required for the type of FF&V. Mixed loads of FF&V shall be between 35^{o}F and 55 °F (2^{o}C and 12^{o}C).

c. FF&V such as bananas that are sensitive to ethylene oxide shall not be palletized and wrapped with items that are ethylene oxide producers such as apples. Plastic wrapped around the product inside the boxes shall be removed to allow air circulation.

d. Fresh mushrooms shall not be packaged airtight. Packages that are wrapped in plastic shall have air hole cut into plastic 1/8 inch in diameter or larger.

e. FF&V such as bananas, potatoes and onions that are sensitive to chill damage shall be delivered without refrigeration or not less than 56 °F (14^{o}C). FF&V delivered in an open flatbed vehicle shall be protected with a tarp.

f. For repacked FF&V, the recycled boxes shall be clean and odorless; weigh not more than 45 pounds, (20 kilograms); labeled with the name and weight of the item on two adjacent sides of the box and legibly handwritten or printed.

3. **FROZEN MEAT AND POULTRY**

a. Unless otherwise requested, all frozen meat and poultry products must be USDA inspected or USDA certified. They must be listed in one of the following publications: "Meat and Poultry Inspection Directory", or "Directory of Sanitarily Approved Food Establishment for U.S. Armed Forces Procurement. ".

b. Temperature at delivery shall be 0°F (-18°C) or below. If the product is frozen to the point that a bimetallic thermometer cannot be pushed into the product and there does not appear to be significant surface thawing or crystallization the product shall be considered acceptable. These factors shall be considered due to the lack of proper equipment for drilling frozen item.

c. Age at delivery in the frozen state:

(1) Beef shall be delivered no more than 12 months after the date of pack.

(2) Poultry shall be delivered no more than 12 months after the date of pack.

(3) Pork shall be delivered no more than 12 months after the date of pack.

(4) Lamb and veal be delivered no more than 12 months after the date of pack.

NOTE: If the manufacture, slaughter or expiration date is stamped, not embossed on the box, the Health Certificate from origin shall be available for verification by the inspecting U.S. Army Veterinary Representative.

4. **FROZEN WATERFOODS:**

a. Temperature at delivery 0°F (-18°C) or below and shall be checked using the guidance reference previously in paragraph II.3.a.

b. Age at delivery in the frozen state:

(1) Seasonal packed items shall be delivered no more than 12 months after the date of pack.

(2) Oysters shall be delivered within 6 months of shucking/freezing.

(3) Shrimp shall be delivered within 180 days, of packaging/freezing.

c. General Guidance: All items shall be delivered in excellent condition, practically free of parasites, and show no evidence of mishandling.

5. **SHELL EGGS:**

a. Shell eggs shall be cleaned and free of damage (broken, cracked, leaker, etc.,). The U.S. Army Veterinary Representative shall recommend rejection of eggs with excessive dirt or feces.

NOTE: A small quantity of dirt is allowed on eggs delivered from plants that are only approved for unwashed eggs, small defined as having relatively little size or slight dimension.

b. Fresh shell eggs delivered directly from the farms within 48 hours of production may be delivered in unrefrigerated vehicles that are covered. The vehicles must meet all the requirements listed in Section I, par. 2. Boxes shall be marked with the date of production with the vendor's name and address.

c. Chilled fresh shell eggs that are procured from food distributors shall be delivered in refrigerated vehicles and shall be delivered within 15 days from the date of packaging. Internal temperature of eggs at delivery must be 41°F (5°C) or below.

6. **BAKERY PRODUCTS:**

a. Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined.

b. Bakery products shall be delivered within 48 hours from the date of production. Frozen bakery products shall be delivered within 6 months from the date of production, (SL 12 months), and in a refrigerated truck with a temperature of 0°F (-18°C).

SECTION III. SPECIFIED ANCHORAGE DELIVERIES

1. Due to the special circumstances associated with anchorage deliveries, the following exceptions are authorized, but shall not relieve the contractor or the BPA holder of any other requirements in the Quality Assurance Provisions unless specifically listed below:

a. Dairy products may be delivered in non-refrigerated containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. When a refrigerated unit is not used, the dairy products shall be packed in special containers that hold multiple units of product (bi-wall/tri-wall boxes), with dry ice based on the product weight to maintain internal temperature of 41°F (5°C). The special container shall be packed to allow air circulation within. Dairy products shall be given the highest priority for loading/off-loading upon receipt.

b. FF&V may be delivered in unrefrigerated containers in the most expeditious manner to ensure the least amount of exposure to high temperatures.

c. Miscellaneous frozen products may be delivered in non-freezer containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. Frozen items shall be packed with dry ice based on the product weight to maintain frozen state. The special container shall be packed to allow air circulation within. Although slight temperature deviations may occur, proper packaging and sufficient quantities of dry ice shall preclude excessive temperature deviations and thawing. Any item showing sign of thawing shall be rejected.

2. Although special considerations are authorized in anchorage deliveries, no exceptions have been authorized or shall be accepted for reduced sanitary standards, including the sanitation of the vehicles, boats, and shipping containers. The reuse of containers to transport products with dry ice is authorized as long as the container is sanitary and serviceable.

3. No deviations to these Quality Assurance Provisions are authorized without prior written approval from the Contracting Officer and U.S. Army Veterinary Representative. Deviations shall be granted prior to quotes being accepted and only for the particular delivery in question.

APPENDIX A, PERISHABLE FOODS, TO ATTACHMENT 8 (QA PROVISIONS)

The following are requirements that apply to this contract:

PERISHABLE SUBSISTENCE COMPATABILITY GROUPS
(Extracted From DLAM 4145.12/ TM 38-400, April 1994)

Group 1

Temperature: 32° to 34°F (1° to 1°C).
Relative humidity: 90 to 95 percent.

Atmosphere: Normally used on berries and cherries only -10 to 20 percent CO_2.
Ice: Never in contact with commodity.

Note: Most members of this group not compatible with Group 6a or 6b because ethylene production by Group 1 can be high, and thus harmful to members of Group 6a or 6b.

Apples (except those varieties listed in Group 3)
Apricots
Berries (except cranberries) Cherries.
Figs (not with apples, danger of odor transfer to figs; also see Group 6a)
Grapes (not fumigated with surfer dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages).
Peaches
Pears
Persimmons Plums and Pomegranates
Quinces

Group 2

Temperature: 55° to 65°F(13° to 18°C)
Relative humidity: 85 to 95 percent.
Ice: Never in contact with commodity.
Avocados
Bananas
Eggplant {also see Group 5)
Grapefruit [1]
Guava
Limes
Mangoes
Muskmelons, other than cantaloupes
Casaba
Crenshaw
Honey Dew
Persian
Olive, fresh
Papayas
Pineapples {not with avocados, danger of avocados' odor absorption)
Tomatoes, green
Tomatoes, pink {also see Group 4)
Watermelons (also see Group 4 and 5)

Group 3

Temperature: 36° to 41°F (2°to 5°C).
Relative humidity: 90 to 95 percent: cantaloupes about 95 percent.
Ice: In contact with cantaloupes.
Apples (Grimes Golden and Jonathan (both, certain areas), Yellow Newton (California) and Mclntosh
Cantaloupes
Cranberries
Lemons [1] (use 50 to 55°F for more than a month)
Lychees (also see Group 4)
Oranges 1(Florida or Texas)
Tangerines

Group 4

Temperature: 40° to 45°F (4° to 7°C): beans 38° to 42°F (3° to 6°C).
Relative humidi1y: About 95 percent
Ice: Never in contact with commodity.
Beans snap
Lychees (also see Group 3)
Okra
Oranges [1] (California or Arizona)
Pepper; green (not with beans)
Pepper, red (if with green peppers, temperature adjusted toward top of range)
Squash, summer
Tomatoes, pink (also see Group 2)
Watermelons (also see Groups 2 and 5)

Group 5

Temperature: 50° to 55°F (10° to 13°C): ginger not below 55°F.
Relative humidity: 85 to 90 percent.
Ice: Never in contact with commodity.
Cucumbers
Eggplant (also see Group 2)
Ginger (not with eggplant, also see Group 7)
Potatoes (late crop)
Pumpkin and Squashes, winter
Watermelon (temperature adjusted for other members of the group; also see Groups 2 and 4),

Group 6a

This group, except for figs, grapes and mushrooms, is compatible with Group 6b
Temperature: 32° to34°F (0° to 1°C)
Relative humidity: 95 to 100 percent.
Ice: Never in contact with asparagus, figs, grapes, and mushrooms
Artichokes
Asparagus
Beefs, red
Endive and escarole
Figs (also see Group 1)
Grapes (not furnished with sulfur dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages)
Greens
Leek (not with figs or grapes)
Lettuce
Mushrooms
Parsley
Parsnips
Peas
Rhubarb
Salsity
Spinach
Sweet Corn
Watercress

Group 6b

This group is compatible with Group 6a, except for figs, grapes and mushrooms.

Temperature: 13°to 13°F (0° to l°C)
Relative humidity: 95 to 100 percent
Ice: Contact acceptable for all
Broccoli
Brussels sprouts
Cabbage
Cauliflower
Celeriac
Celery
Horseradish Kohlrabi
Onions green (not with rhubarb. Figs, or grapes; probably not with mushrooms or sweet corn)
Radishes
Rutabagas
Turnips

Group 7

Temperature: 5° to 65°F (13° to 18°C)
Relative humidity: 85 to 90 percent.
Ice: never In contact with commodity.
Ginger (also see Group 5)
Potatoes, early crop (temperatures adjusted for others)
Sweet Potatoes

Group 8

Temperature: 32°to 34°F (0° to 13°C)
Relative humidity: 65 to 70 percent.
Ice: never in contact with commodity.
Garlic
Onions dry

[1] Citrus fruits -Biphenyl fungicide may impart off odors to other commodities

The above information was extracted from Lipton, W.J. and J. M. Harvey, Compatibility of Fruits and Vegetables During Transport in Mixed loads, US Department of Agriculture Research Service, ARS51- 48 (September 1972).

Appendix B - CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD

Microbiological criteria for dairy products[1,2]

Product(s)	Standard Plate Count (SPC) (See notes 3&4)	Coliform count (See note 4)	combined yeast and mold count (See note 4)	Preliminary incubation count (See note 5)
Aseptically processed and packaged Milk and milk products	0 per ml (See notes 6&7)		0 per ml (See note 6)	0 per ml (See note 6)
Buttermilk and acidophilus milk		10 per gram		
Cottage cheese		10 per gram		10 per gram
Cream, sour cultured		10 per gram		10 per gram
Grade A pasteurized milk and milk products	20,000 per ml		10 per ml	200,000 per ml

Ice cream products, flavored, fruit and / or nuts	50,000 per gram	20 per gram	
Ice cream products, vanilla and plain flavored	50,000 per gram	10 per gram	
Frozen dessert mix:			
Vanilla flavor	50,000 per gram	10 per gram	10 per gram
other flavors	50,000 per gram	20 per gram	10 per gram
Yogurt, chilled		10 per gram	
Yogurt, frozen, plain		10 per gram	
Yogurt, frozen, flavored		20 per gram	
Yogurt, soft serve mix		10 per gram	

Notes:
1. Phosphates as specified in the PMO.
2. Products shall be free of antibiotic or pesticide residues or below the action levels established for such residues by the applicable Federal Regulatory Agency. Antibiotic residue testing shall be by the method described in the PMO. Examinations and test to detect adulterants, including pesticides, shall be conducted by methods recognized by the applicable Federal regulatory agency.
3. Not applicable to cultured products.
4. All counts are maximum allowed standards.
5. Samples must be received within 72 hrs of pasteurization. Preliminary incubation test is used as a determination of keeping quality.
6. Nonconformance's will be considered an imminent health hazard.
7. Either aerobic or anaerobic SPC.

Microbiological criteria for Environmental Swabs[1,2]

	Aerobic Plate Count (APC)	Coliform Count	ATP (RLU) Counts
Environmental swab	100 per 50 sq cm	10 per 50 sq cm	See Note 3

Notes:
1. Microbiological counts can be used as an index for evaluating the sanitation status of processing equipment and the facility.
2. All counts are maximum recommended limits.
3. Relative Light Units (RLU) are directly correlated to log cfu/sq cm . RLU maximum tolerances are dependent upon the manufacturer of the ATP bioluminescence reader. Follow manufacturer's instructions for RLU limits.

Microbiological criteria for Fish, fresh or frozen, including shellfish

Counts[4]	m	M
Aerobic Plate Count (APC)	5,000 per gram	1,000,000 per gram
E. coli	10 per gram	500 per gram
Staphylococcus aureus	100 per gram	1,000 per gram

Vibrio parahaemolyticus [1]	10 per gram	100 per gram
Vibrio vulnificus[2,3]	Zero (0) Tolerance	
Salmonella[2]	Zero (0) Tolerance	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Used for oysters and fish designed to be consumed raw.
2. No viable pathogen in a 25 gram sample.
3. Limit is established as non-detectable depending on method used and detection limit.
4. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Fruit Juice, Fresh or Frozen

Product(s)	Standard Plate Count (SPC) [3] m	Standard Plate Count (SPC) [3] M	Coliform count	Combined Yeast and Mold count
Aseptically processed juice[1]	0		0	0
Pasteurized Juice[2]		20,000 per ml	20 per ml	200 per ml
Non-Pasteurized Juice[4]	50,000 per ml	100,000 per ml		

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Must be labeled as aseptically processed and process must be verified.
2. Must be labeled as pasteurized.
3. Plate count limits for juices, except for aseptically processed juice, are used as a quality indicator and may assist in determining keeping quality and/or shelf life.
4. Non-pasteurized juice is not approved for US Armed Forces Procurement.

Microbiological criteria for Kimchee [1,3,4]

Counts [9]	m	M
Coliform (MPN)	10 per gram	
Clostridium perfringens	100 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Pseudomonas ssp [7]	200 per gram	

Streptococcus ssp [7]	10 per gram	
Listeria monocytogenes[8]	0	
Salmonella ssp[2,8]	0	
Vibrio ssp[5,8]	0	
Salt %	≥ 2.5/wt	≤ 3.5/wt
pH	≥ 4.2	≤ 4.7
Polygalacturonase [6]	Negative	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Products containing monosodium glutamate (MSG), nuts or nut oils must be labeled appropriately to reflect potential allergenic contents.
2. Only for varieties containing meat or poultry, sprouts, watercress or melon.
3. Varieties of Kimchee include, but are not limited to: Vegetables: winter, spring, cucumber, wrapped, Yolma, Chang, radish (Nabak), white (Pak), western-cabbage, pony-tail radish (Chonggak), eggplant, green onion, pumpkin, spinach, leek, green pepper; Chanachi: radish, green pepper, cucumber, garlic cabbage; Kaktagi: radish, radish and oyster Kaktuki; Tong Chimi;: radish tongchimi; Shikhae: chicken, andong, Alaskan Pollock shikhae.
4. All Kimchee products must be delivered and stored refrigerated with a definitive shelf life marked on each container.
5. Only for varieties containing fish or seafood ingredients.
6. Polyglacturonase activity is an indicator of overripening and spoilage, inferring the possible presence of Bacillus subtilus, Saccaromyces fragilis, Candida pseudotropicalis, Oospora lactis, Asperfillus ssp., and Penicillium ssp.
7. Excessive acidification may be due to high counts of these organisms; this is an indicator of very poor quality product.
8. Zero tolerance pathogens.
9. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Retail Ground Beef, Beef Trimmings, Ground Pork , Poultry (Chilled or Frozen)		
Counts	m	M
Aerobic Plate Count (APC)	100,000 per gram	1,000,000 per gram
Fecal Coliform	50 per gram	500 per gram
Total coliform	100 per gram	1,000 per gram
E. coli	10 per gram	< 110 per gram
Coagulase Positive Staph	<100 per gram	500 per gram
Salmonella species	Zero (0) Tolerance[1]	
E.coli O157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.

Microbiological limits for Sandwiches, Prepared Salads and Spreads, Bagged Salad, and Cut Vegetables [4]		
Counts[3]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli most probable number (MPN)	3 per gram[2]	10 per gram
Coliform (fecal)	10 per gram	100 per gram
Yeast and mold count	200 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Campylobacter jejuni	Zero (0) Tolerance[1]	
Salmonella species	Zero (0) Tolerance[1]	
Listeria moncytogenes	Zero (0) Tolerance[1]	
E. coli 0157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that "M" are of marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. No viable pathogen in a 25 gram sample.
2. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
3. Products may not be examined for all microbial characteristics as listed above. Contact laboratory if specific tests are required.
4. Tuna, chicken, ham and egg salads are tested the same, regardless whether on bread or submitted in tubs, buckets or other retail containers.

Microbiological criteria for Soft Serve Ice (cream) Milk and Soft Serve Yogurt at the retail/user level[2]		
Counts	m	M
Standard plat count [1]	50,000 per gram	250,000 per gram
Coliform	10 per gram	100 per gram
Combined Yeast & Mold		100 per gram

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
Standard Plate Count (SPC) does not apply to yogurt products.
Soft serve and Yogurt machines.

Microbiological limits for Tofu		
Counts[2]	m	M

Aerobic plate count (APC)		100,000 per gram	1,000,000 per gram coli (MPN)
<3 per gram	10 per gram		
Staphylococcus aureus		100 per gram	1000 per gram
Salmonella species[1]		Zero (0) Tolerance[1]	
Listeria moncytogenes[1]		Zero (0) Tolerance[1]	
Yersinia entercoliticus[1]		Zero (0) Tolerance[1]	

Legend:
m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. Products may not be examined for all microbial characteristics as listed above.

Microbiological and Chemical criteria for Bottled Water[1] and Vending Machine Water[2] and Ice

Counts	m	M
Coliform	0 per 100 ml	
Coliform (bottled water)	0 per 250ml	
Heterotrophic Plate Count [5]	1000 per ml	100,000 per ml
Pseudomonas aeruginosa	Zero (0) Tolerance	
Flouride[2]		
Arsenic[2]		
Trihalomethanes[2]		
Chlorine[2]		
Dissolved Solids[4]		
Silver [3]	None Detectable	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Bottled water is tested IAW the specific limits set forth by the Code of Federal Regulations (CFR) and current Environmental Protection Agency (EPA) regulations.
2. Vending machine water requirements are from the Association of Food and Drug Officials Model Code, 1997; Ice standards are derived from the International Packaged Ice Association. These are the minimum tests required for Vending Machine water.
3. Current published regulatory limits apply.
4. Only those machines utilizing silver impregnated carbon filters. Dissolved solids measurements are for vending machines labeled "Purified".
5. Ice and water derived from well water or surface water sources marketed at retail have higher allowable HPC limits. See current guidelines established in the CFR.

Microbiological criteria for Retail/User level Pre-packaged Deli and RTE Products[4]

Product(s)	APC[3]	Listeria spp.[2]	Salmonella[2]	Coliform[2]	E.Coli O157:H7

Luncheon Meats, frankfurters, Beef, poultry & pork	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance
Cheese, soft and hard	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Pasteurized, liquid, frozen or Dried egg	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Pizza topping (meat & cheese)	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Dried meats sticks, jerky [1]	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance

Notes:
1. Yeast and mold combined count should not exceed 100 /g.
2. No viable pathogen in a 25 gram sample. All counts are maximum allowable limits.
3. See Table Below for APC values in RTE Products.
4. Includes all like type/style products not otherwise listed.

Additional Microbiological limits for Commercial (Food Court Style) RTE Products[2,4]

Counts	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli (MPN)	3 per gram [3]	10 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
E. coli 0157:H7[1]	Zero (0) Tolerance[1]	
Campylobacter jejuni	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. This table is primarily designed for hot food lines.
3. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
4. Products may not be examined for all microbial characteristics when submitted. These values are primarily used when conducting food borne illness investigations and overall quality characteristics.

PART VI - Summary of Directory Listing Requirements

Federal Supply Class (*Note 1)	Listing Required	Listing Not Required
8905 (*Notes 2, 3)	All fish, meat, poultry, and shellfish, including:	Crabs, live.
	Buffalo meat.	Crawfish, live.
	Fish, canned.	Fish, fresh or frozen, whole and/or eviscerated, head on or off, unscaled, unpackaged.
	Fish, fresh or fresh smoked, modified atmospheric packaged.	
	Fish, fresh or frozen, packaged.	Lobster, live.
	Herring, pickled.	Shrimp, fresh or frozen, whole or head off.
	Quail.	

	Rabbits.	
	Salmon, smoked.	
	Squid.	
8910	All dairy foods and eggs, including:	Chocolate drink mix, non-dairy.
(*Notes 4, 5)	Cream, sterilized.	Powdered dairy mixes.
	Creamer, coffee, dairy.	Toppings, non-dairy.
	Dairy soft serve mixes.	
	Desserts/puddings, frozen.	
	Egg nog, canned.	
	Egg substitutes.	
	Italian ices.	
	Topping, real cream.	
	Yogurt, fresh or frozen.	
8915	All pre-cut pre-packaged minimum processed fresh	All unprocessed fruits and
(*Note 7, 8)	fruits and vegetables.	vegetables.
	Kimchee.	Olives.
	Mushrooms, whole and sliced.	Fruit juices and nectars, shelf stable
	Salads, non-meat, with or without dressing	or frozen concentrate.
	(not USDA listed).	
	Vegetable sprouts.	
	Fruit juices and nectars, refrigerated.	
8920	Bakery and cereal products (baked and unbaked, fresh	All other bakery products, including:
(*Notes 6, 9)	and frozen), specifically:	Bagels.
	Croissants.	Batter mix, dry.
	Doughnuts	Biscuits, canned.
	Egg roll wrappers.	Breads, rolls, and buns.
	Flour and corn tortillas.	Cake mix, dry.
	Wet pasta (noodles).	Cakes, unfilled.
	Pastries.	Cookie mix, chilled or dry.
	Pies.	Cookies, unfilled.
	Soft pretzels.	Crackers.
	Won ton wrappers.	Cupcakes, unfilled.
	Filled bakery items.	Dough, frozen or chilled.
		Dumplings, frozen.
		English muffins.
		Flour.
		Fruitcakes.
		Melba toast.
		Muffins
		Pancake batter, frozen.
		Pancake/waffle mix.
		Pasta, dry (noodles).
		Pizza crust.
		Taco shells.
		Toaster pastries.
		Pie crusts, unfilled.
		Waffles, frozen.
8925		All confectionery, nuts, and sugars.
8930		All jams, jellies, and preserves.
8935		Bouillon and soups.
8940	Dietary foods and specialty preparations,	All other dietary and specialty
(*Notes 2, 3, 4, 5, 10)	specifically:	preparations, including:
	Fish, meat, poultry, dairy, egg, and shellfish products.	Baby formula, canned.
	Pickled eggs.	Chips, nacho or potato.
	Frozen dinners.	Creamer, coffee, imitation (non-

	Pudding novelties, frozen or chilled.	dairy).
	Tofu.	Dips.
		Nacho cheese, canned.
		Nutri-why.
		Popcorn.
		Puddings, canned.
8945		Fats and food oils, including margarine
8950		All condiments and related products, including:
		Salad dressings.
		Mexican salsa)
8955		All cocoa, coffee, and tea.
8960	Beverages, nonalcoholic; specifically:	All other nonalcoholic beverages, including:
	Ice.	Dry ice.
	Bottled water.	Fruit drink mix containing no fruit juices.
8965		Non-MRE beverages, alcoholic.
8970 (*Note 2)	MRE food composite packages	Non-MRE composite food packages.
8975		All tobacco products.

*Notes:

1. For complete item listing within each class of the 8900 (subsistence) Federal Supply Class (FSC) Group, refer to Federal Supply Catalog C8900-SL, Stock List--FSC Group 89 Subsistence.
2. Meat and poultry establishments listed in the *USDA Meat and Poultry Inspection Directory* may serve as sources of meat and poultry items as indicated. These products must bear the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to meat or poultry inspection acts must also be Directory listed for those items.
3. Directory listing is not required for establishments on the Interstate Certified Shellfish Shippers List (ICSSL). Fish, fresh or fresh smoked, modified atmospheric packaged (when distributed in a chill state) must be Packed Under Federal Inspection (PUFI) by the USDC or listed specifically in this Directory. Establishments supplying other fish products must be Directory listed unless listed by the United States Department of Commerce (USDC) in the *USDC Approved List of Fish Establishments and Products*.
4. Directory listing is not required for shell egg sources listed in the *Directory of Grading Offices and Plants Operating Under USDA Poultry and Egg Grading Programs*. Establishments listed in the *USDA Meat and Poultry Inspection Directory* for dried or liquid/frozen egg products may serve as sources for those products, as coded.
5. Establishments having a pasteurized milk compliance rating of 90 percent or higher, certified by a State milk sanitation officer, and listed in the *Sanitation Compliance and Enforcement Rating of Interstate Milk Shippers (IMS) List* may serve as sources of milk and milk products, as listed. Listing in this Directory is mandatory to serve as a source of other milk and milk products and/or frozen dessert items. Establishments listed in the *Dairy Plants Surveyed and Approved for USDA Grading Service* may serve as sources of manufactured or processed dairy products as listed by product code. Those operations denoted with "P" codes (packaging and processing) must be Directory listed when providing ungraded manufactured or processed dairy products.
6. Directory listing is not normally required for semiperishable and nonanimal origin ingredient sources for items such as ready-to-eat bakery products and ice cream.
7. Establishments processing ready-to-eat, chilled, and prepared non-meat salads (such as potato, egg, tuna, chicken, turkey, ham, bean, macaroni, or cole slaw) must be Directory listed.
8. Only pasteurized juices are authorized for purchase by the DOD.
9. Directory listing for natural and artificial cream or fruit filled pie crusts, cakes, and cookies is not required if the finished item will not support pathogenic microbial growth.
10. Establishments producing finished products containing less than 3 percent by weight components of animal origin may be exempted from Directory listing by the command publishing this Directory.

Attachment 12 - FLOATING LINE OF DEMARCATION SPECIFICATIONS

The following are Floating Line of Demarcation (FLD) Specifications used for this contract:

1. The Contractor shall provide a FLD to identify a restricted area in the water of approximately 330 feet (100 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. The FLD is to help identify a safe standoff zone.

2. The size of the FLD will depend on the class of ship. Pier side, the FLD should be positioned 330 feet (100 meters) fore and aft of the ship and 330 feet (100 meters) out into the water from the ship. If sufficient space is not available then the FLD will be positioned as far as possible from the ship. At anchorage, the FLD will be positioned 330 feet (100 meters) outside the swing radius of the ship.

3. There are two types of FLDs that are currently authorized.

3.1. Continuous Line FLD – If allowed by the Port, the Contractor shall provide a Continuous Line FLD per the specifications listed below.

3.1.1. The FLD must fully enclose ships at dockside or at anchorage. The FLD will have an Entry Control Point (ECP) where the FLD may be opened up when authorized watercraft require access to the ship. The Contractor will provide a boat and crew to open up and close the FLD at the ECP.

3.1.2. Specifications:

3.1.2.1. Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable ECP for access.Floatation devices positioned every meter on the line.

3.1.2.2. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing strobe lights (standing at least one meter high above the water) and positioned every 75 meters along the line.

3.1.2.3. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the FLD. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD intact at all times regardless of sea conditions. Failure of the system to remain in place may result in deductions to the invoice.

3.2. Buoy System FLD - This is an acceptable alternative to the Continous Line FLD requirement. Some Ports may require the buoys to be temporarily moved and replaced if a commercial ship requires the water space. Whether continuous line FLD or buoy system FLD is ordered and provided, billing shall be at the single rate specified in the Attachment 2 schedules for the ‘Floating Barrier/Line of Demarcation‘ under LLIN XX13AG.

3.2.1. The Contractor shall provide a Buoy System FLD per the specifications provided below.

3.2.2. The Contractor shall provide a Buoy System FLD to identify a restricted area around ships. The purpose of the Bouy System FLD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 100 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible on both ship and shore based radar. The Picket Boats will patrol outside of this visual reference. The Buoy System FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) workboats to tend to the Buoy System FLD at all times.

3.2.3. Provide the system with weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

Attachment 13 - PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

1. The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

2. The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

3. Ships at anchorage will normally require two Picket Boats.

4. The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate Lot Line Item in the contract.

5. The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

6. The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

7. The Picket Boat will meet the following requirements:

7.1. Licensed for commercial operations by local country Department of Transportation.

7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

7.4. If a deckhand crewmember is required, only qualified personnel are used.

7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

7.11.4. Portable Spotlight

Attachment 14 - SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

    1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

    1.2. Security guards may be provided through private security firms or through local police officials.

    1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

    1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

    1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pierside:

    2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

    2.2. All pierside guard services will be performed within the parameters of local Laws and Regulations.

    2.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

    2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

    2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

    2.6. The following equipment will be required as a minimum for each guard:

        2.6.1. Uniform as provided by contractor or authorities;

        2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. ROEs Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats:

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2 If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3 The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4 As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

Attachment 15 - FUEL SPECIFICATIONS

The following are the Fuel Specifications for this contract:

SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	**Requirement**	**Text Method**
Appearance, @ 25ºC or ambient temperature whichever higher	Clear, bright and free of vis particulates	D 4176 1/
Demulsification, @ 25ºC, minutes (max)	10	D 1401 2/
Density, @ 15ºC, kg/m^3 (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, ºC 50% point, ºC 90% point, ºC, (max) end point, ºC, (max) Residue º Loss, % vol., (max)	 Record Record 357ºC 385ºC 3.0	D 86 3/
Cloud Point, ºC, (max)	-1ºC	D 2500
Color, (max)	3	D1500
Flash Point, ºC, (min)	60ºC	D 93 4/
Particulate Contamination, mg/liter, (max)	10	D 5432 5/
Pour Point, ºC, (max)	-6ºC	D 97
Viscosity, @ 40ºCm mm^2/second	- 1.7 - 4.3	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100ml	1.5	D5304 (R), D 2274 6/
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664
Aniline Point, ºC, (min)	60ºC	D 611
Ash, % wt., (max)	0.005	D 482
Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 7/
Corrosion, @ 100ºC, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min) Cetane Index, (min)	42	D 613 (R), D 976 8/
Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 26
Trace Metals, ppm, (max) Calcium Lead Sodium plus Potassium Vanadium	 1.0 0.5 1.0 0.5	D 3605 9/
Additive Names and Dosages	Record	

1. If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709, 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains visible sediment or particulate matter, but meets the requirement of 10 mg/1 (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.

2. The demulsification text shall be conducted in accordance with the following exceptions:

(a) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.

(b) The test temperature shall be 25ºC.

(c) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute.

3. As the end point of the distillation is approached, if either a thermometer reading of 385ºC or a decomposition point is observed, discontinue the heating and resume the procedure as directed in ASTM D 86.

4. The flash point value is the absolute and no value less than 60ºC is permissible.

5. A one-liter minimum sample shall be used.

6. ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours to 40 hours.

7. When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fuel, without the cetane improver.

8. Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified in Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.

9. Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of the inspection authority.

Minimum Requirements for Purchases of Commercial Distillate Fuels ((Navy) Marine Gas Oil) for Bunkers

The following minimum requirements have been established for use when buying fuel (gas oil - 100% distillate) from commercial sources when F76 is not available. Marine Gas Oil is not acceptable as cargo fuel on Navy Oilers.

TEST	**METHOD**	**REQUIREMENTS**
1. Cetane Number	ASTM D 613	45 min
or		
Cetane Index	ASTM D 976	45 min

Note: A cetane index of 41 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exce maximum of 338ºC. A cetane number of 40 or above, but less than 45, is acceptable provided the 90% Distillation Po does not exceed a maximum of 338°C.

2. Appearance @ 21ºC or ambient temperature (whichever higher)	Visual	Clear & Bright
or		
Water and Sediment	ASTM D 2709	0.05% max
3. Distillation. 90% Point	ASTM D 86	375ºC max
4. Flash Point	ASTM D 93	60ºC min
5. Pour Point	ASTM D 97	Report

6. Cloud Point	ASTM D 2500	-1.1ºC (30 °F)
7. Viscosity @ 40ºC	ASTM D 455	1.7 - 4.5 CST
8. Color	ASTM D 1500	3 max
9. Gravity	ASTM D 1298, D 287	Record
10. Carbon Residue	ASTM D 524	0.35% max
11. Ash	ASTM D 482	0.01% max
12. Sulfur	ASTM D 129, D 1552 D2622	1.00% max
13. Copper Corrosion	ASTM D 130	3 max

C16.23-2 COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC JAN 1998)

Offered product shall conform to the following requirements which are suitable for Marine Gas Turbine.

	TEST	METHOD	REQUIREMENTS
1.	Cetane Number	ASTM D 613	42 min
	or		
	Cetane Index	ASTM D 976	43 min
	NOTE: A Cetane Number of 40 minimum, or a Cetane Index of 41 minimum, is acceptable provided the 90 Percent Distillation Point does not exceed a maximum of 338^{O}C.		
2.	Appearance @ 21^{O}C or ambient temp. (whichever higher)	Visual	Clear & Bright
	or		
	Water & Sediment	ASTM D 2709	0.05 vol % max.
3.	Distillation, 90% point	ASTM D 86	357^{O}C max.
4.	Flash Point	ASTM D 93	60^{O}C min
	NOTE: The flash point value is absolute and no value less than 60^{O}C is permissible.		
5.	Cloud Point	ASTM D 2500	-1.1^{O}C (30^{O}F) max.
	NOTE: Cloud Point results will be evaluated based upon bunkering location.		
6.	Viscosity @ 40^{O}C	ASTM D 445	1.7 - 4.5 cst
7.	Color	ASTM D 1500	3 max.
	NOTE FOR DOMESTIC ITEMS: This Color test requirement is deleted if red dye has been added in compliance with U.S. Environmental Protection Agency or Internal Revenue Service regulations; however, the resulting fuel/dye blend must have a red tint. It shall not be visually brown or darker in appearance.		
8.	Density @ 15^{O}C	ASTM D 1298	876 kg/m^3 max.
9.	Carbon Residue on 10% bottoms	ASTM D 524 ASTM D 189	0.35 mass % max.
10.	Ash	ASTM D 482	0.01 mass % max.

11.	Sulfur	ASTM D 4294, ASTM D 1552, or ASTM D 2622	1.0 mass % max.
12.	Corrosion	ASTM D 130	3 max.
13.	Distillate Fuel (fuel shall contain no residual)	None	100%

C36 FUEL OIL, INTERMEDIATE, GRADES RMB-10 (IFO 60)/RME-25 (IFO 180)/RMG-35 (IFO 380) (DESC MAY 1997)

Product shall conform to ISO 8217:1996 or ASTM D 2069-91. Product conforming to ASTM D 2069-91 shall meet the following additional requirements:

REQUIREMENTS	**GRADE RMB-10 (IFO 60)**	**GRADE RME-25 (IFO-180)**	**GRADE RMG-35 (IFO 380)**	**GRADE TEST METHOD**
Density @15°C, kg/m^3, max	981.0	991.0	991.0	ISO 3675/12185
Aluminum plus silicon, mg/kg, max	80	80	80	ISO 10478
Total Sediment, potential, %(m/m), max	0.10	0.10	0.10	ISO 10307-2

Attachment 16 - WATER TAXI SPECIFICATIONS

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxi specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated NAVSUP Fleet Logistics Center Yokosuka or its sites' Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor, the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including COMPACFLT.

5. COMSEVENTHFLT Specifications:

5.1. Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the respective countries. Notwithstanding compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

5.1.1. Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

5.1.2. Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

5.1.3. The following information shall be conspicuously posted in both English and (the appropriate foreign language):

5.1.3.1. Current Operator's/Captain's license and boat names.

5.1.3.2. Passenger/weight capacity limit notice.

5.1.3.3. Location of life jackets and other life saving equipment.

5.1.3.4. Location of all exits indicated in large letters.

5.1.3.5. Emergency procedures

5.1.4. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

5.1.5. Operation of the boat shall be in a safe and seaworthy manner.

5.1.6. The consumption of alcoholic beverages shall not be permitted aboard the boat.

5.2. Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by the respective countries for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

5.3. Security: During the term of this contract the ship(s) to be serviced (insert ship name if purchase order) agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

5.4. Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

5.5. Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

5.5.1. Hull

5.5.1.1. Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures.

5.5.1.2. Superstructure, including masts and stacks.

5.5.1.3. Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.

5.5.1.4. Provisions for drainage of sea water from exposed decks over the side and not into the bilges.

5.5.1.5. Access/egress points- adequacy of number and location.

5.5.2. Machinery

5.5.2.1. 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.

5.5.2.2. Main propulsion and auxiliary machinery essential to operation of boat.

5.5.2.3. Sea and bulkhead closure valves.

5.5.2.4. Bilge auction strainers and dewatering systems-bilge pump to be tested by operation

5.5.2.5. Bilges free of flammable liquids

5.5.3. Electrical

5.5.3.1. Cables.

5.5.3.2. Navigation, deck, and emergency lights.

5.5.3.3. Rotating electrical machinery; e.g., generators and motors --Storage batteries

5.5.4. Lifesaving equipment

5.5.4.1. Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.

5.5.4.2. Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.

5.5.4.3. First aid kits, life rings and distress lights.

5.5.4.4. Distress signaling devices

5.5.5. Fire fighting equipment

5.5.5.1. Fire pump - test by subjecting fire hose(s) to fire pump pressure.

5.5.5.2. Portable fire extinguishers.

5.5.5.3. Fixed systems, e.g., C02 cylinders.

5.5.6. Steering apparatus

5.5.7. Miscellaneous systems and equipment

5.5.7.1. Harbor charts.

5.5.7.2. Ground tackle and mooring lines.

5.5.7.3. Whistle/fog horn, bell.

5.5.7.4. Lighted compass.

5.5.7.5. Radar.

5.5.7.6. 2-way radio capable of Bridge-to-Bridge communications.

5.5.7.7. Current license.

5.5.7.8. Operator qualifications.

5.6. Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement-is that contained in paragraph 4.7 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

5.7. Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

5.7.1. Safety of operations. Insure the following are present and in working condition:

5.7.1.1. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.

5.7.1.2. Fire extinguishers sufficient for the size of the vessel operated.

5.7.1.3. Radio (with battery backup) capable of Bridge-to-Bridge communications.

5.7.1.4. Anchor/chain sufficiency for the size of the vessel operated.

5.7.1.5. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

5.7.2. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:

5.7.2.1. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

5.7.2.2. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.

5.7.2.3. Ensure no bare or exposed electrical wires or connections are located in the passenger area.

5.7.2.4. Validate that sufficient unobstructed exits are present and marked in English.

5.7.2.5. Verify that no missile hazards, gear adrift, or trip hazards exist.

5.7.3. The following shall be conspicuously displayed, in English:

5.7.3.1. Passenger/weight capacity.

5.7.3.2. Location and number of life jackets.

5.7.3.3. Location of life saving equipment.

5.7.3.4. Locations of exits (if not obvious).

5.8. Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

5.9. If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

Attachment 17 - REQUEST FOR SANITARY INSPECTION

SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
NAVSUP Fleet Logistics Center Yokosuka, Site Singapore
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD, BLDG 7-2
SINGAPORE 759657

Dear Sir:

We are interested in supplying (e.g. specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

Attachment 18 - NATIONAL PRIMARY DRINKING WATER REGULATIONS (NPDWR) TREATED WATER QUALITY STANDARDS

1. Contaminant levels for inorganic chemicals (effective 1 January 1993)

CONTAMINANT	*MCLG (mg/L) [1]*	*MCL (mg/L)*	*AL (mg/L [2])*
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0		.015 [4]
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
TOTAL NITRATE AND NITRITE (AS N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE :	4	4	

(1). Maximum contaminant level goal (MCLG). The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are nonenforceable health goals.

(2) Action level (AL). Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90th percentile" level is greater than 0.015 mg/L).

2. Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 - DICHLOROETHANE	0	0.005
1,1 - DICHLOROETHYLENE	0.007	0.007
PARA - DICHLOROBENZENE	0.075	0.075
1,1,1 - TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.6
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 - DICHLOROPROPANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES (TOTAL)	10	10

3. Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) effective 01 January 1993))

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3- CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S (AS DECACHLORBIPHENYL)	0	0.0005
ALDICARB	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10[(1)]

[(1)]. The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

4. Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites that are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Reference (d) contains sampling requirements for the Navy public water system.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Autoanalysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the multiple-Tube Fermentation (MTF) Technique, and the membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use is included in reference (1).

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, except where the State waives this requirement on a case-by-case basis.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the State may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before, unless the MCL has been violated and the system has notified the State (in which case the State may reduce or eliminate the requirement to take the remaining samples).

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms. Or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements that apply when a sample is fecal coliform-positive.

5. Turbidity The MCL for turbidity applies to both community water systems and noncommunity water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at State option).

b. Five turbidity units (maximum) average for 2 consecutive days.

c. These requirements apply to filtered systems until 29 JUNE 1993. The requirements apply to unfiltered systems that the State has determined, in writing, must install filtration until 29 June 1993 or until filtration is installed whichever is later. After the above dates, consult the latest edition of 40 CFR 141.

6. The MCL for Radiological Contaminants are:

Gross alpha particle activity including radium 226 but excluding radon and uranium . . . . . .15 pCi/L
Combined radium-226 and radium 228 . . .. .5 pCi/L
Tritium . . . . . .20,000 pCi/L
Strontium-90. . . . . 8 pCi/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

7. Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

Attachment 19:Host Nation Port Fees Agreements SEVENTH Fleet AOR

General(all countries): United States military aircraft, warships, and auxiliaries (including USNS vessels, afloat pre-positioned force ships, and United States flagged, time-chartered vessels) will not pay taxes, tariffs, fees, or duties in foreign ports. In all cases, the U.S. will be liable to pay for specific services rendered at their request.

Additional country-specific language: Additionally, for the following countries, the described fees, dues, use charges will not be paid by the U.S.:

1. Australia

a. For the United States Armed Forces, use of **public services and facilities** owned, controlled or regulated by the Australian government or its instrumentalities, the terms of use, including charges, shall be no less favorable than those available to other users in like circumstances unless otherwise agreed.

b. The United States government will not pay for landing charges for the use of aircraft in any airport in Australia.

c. United States government will not pay toll charges, including light and harbor dues, for the use of port facilities owned, controlled or regulated by the Australian Government, nor shall such vessels be subject to charges, therefore, at these ports.

d. Chapeau Agreement – 1 Dec 1995 (Paragraph 5): In regard to the provision of logistics support, each Party shall provide, upon request and subject to availability, food, water, billeting, transportation, petroleum, oils, lubricants, clothing, communications services, medical services, ammunition, storage services, training services, repair and maintenance services, spare parts and components, access to and use of facilities, base operations support (including construction incident thereto), airfield and port services, as reflected in written arrangements between our national defense organizations. The furnishing of such support shall create a corresponding obligation to provide cash reimbursement, replacement in kind, or replacement of equal value, which shall be discharged, as may be set forth in a written arrangement. Payment, if required, for the provision of such logistics support, shall be calculated upon such terms as are most favorable to the recipient under the national laws of the providing Party.

2. Brunei. The United States government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for vehicles, vessels and aircraft operated by or for the United States Armed Forces.

3. Diego Garcia. The United States government will not pay for the use of anchorage or airfields at Diego Garcia for aircraft and ships owned or operated by or on behalf of the Government of the United States (Collection of dues and charges for use of the anchorage and airfields at Diego Garcia which may be levied by the Commissioner shall be his responsibility).

4. Timor Leste. The United States government will not pay landing, navigation, overflight or parking charges, port and pilotage fees, or overland transit fees for vehicles, vessels, and aircraft owned or operated by or for the U.S. Armed Forces while in the Democratic Republic of Timor-Leste.

5. Japan. The United States government will not pay for tolls, fees or landing charges for vessels, vehicles, and aircraft operated by, for, or under the control of the United States for official purposes.

6. Republic of Korea. The United States government will not pay for tolls, fees or landing charges for vessels, vehicles, and aircraft operated by, for, or under the control of the United States for official purposes.

7. Malaysia. The United government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, while in Malaysia.

8. Micronesia and Marshall Islands. The United States government will not pay taxes, fees or other charges associated with the movement of United States Armed Forces aircraft, vessels and vehicles in the Marshall Islands

and the Federated States of Micronesia, including access to and use by them of defense sites, ports, harbors and air-fields. However, the United States government will pay for specific services rendered at their request, including materials received at their request in connection with the use of ports, harbors and airfields in the Marshall Islands and the Federated States of Micronesia.

9. Mongolia. The United States government will not pay for navigation, landing, parking or overflight charges, or tolls or other use charges, while in Mongolia.

10. Palau. The United States government will not pay taxes, fees or other charges associated with the movement of United States Armed Forces aircraft, vessels and vehicles in Palau, including access to and use by them of defense sites, ports, harbors and airfields. However, the Armed Forces of the United States and United States contractors will pay for specific services rendered at their request, including materials received at their request in connection with the use of ports, harbors and airfields in Palau.

11. Papua New Guinea. The United States government will not pay for landing or port fees, navigation or overflight charges, including light and harbor duties, for vehicles, vessels and aircraft operated by or for the United States Armed Forces
while in Papua New Guinea.

12. Republic of the Philippines. The United States government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for vehicles, vessels and aircraft operated by or for the United States Armed Forces while in the Philippines.

13. Russia. The United States government will not pay for landing fees, navigation charges, port charges, tolls and similar charges by the Russian Federation, or any subdivision thereof, for the access and movement of aircraft and vessels operated by or for the Government of the United States of America in connection with United States assistance programs in the Russian Federation.

14. Western Samoa. The United States government will not pay for landing or port fees, navigation or overflight charges, or tolls or other charges, including light and harbor dues for United States Armed Forces vessels, vehicles, and aircraft while in Western Samoa.

15. Singapore. The United States government will not pay for landing fees, port dues, customs inspection fees, navigation or overflight charges, or any other charges for United States Armed Forces vehicles, vessels, and aircraft by Singapore which do not constitute fair and reasonable compensation for services requested and received.

16. Solomon Islands. The United States will not pay for landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues for United States Armed vehicles, vessels and aircraft while in Solomon Islands.

17. Tonga. The United States will not pay for landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for United States Armed Forces vehicles, vessels, and aircraft while in Tonga.

Attachment 20:Government Material Available for Use

Table 1 lists the type and location of Government Material available, at the time of contract award, for use in meeting requirements. The order of priority for use of this material is described in the Performance Work Statement paragraph 10.g. The Government provides no warranty that the Government Material listed in Table 1 will be available or usable throughout the period of performance of this contract. Use of this material is intended as a cost-saving measure for the Government where suitable material is available free of charge or at reduced prices to meet contract requirements. Material available from the Host Nation is annotated on the Attachment 2 pricing schedules where this information is available.

Table 1

Country	Port	Material Available	Comments
Japan	Fukuoka	fenders and brows	CFAS Sasebo
Japan	Kagoshima	fenders and brows	CFAS Sasebo
Japan	Miyazaki	fenders and brows	CFAS Sasebo
Japan	Nagasaki	fenders and brows	CFAS Sasebo
Japan	Oita	fenders and brows	CFAS Sasebo
Japan	Shimizu	fenders and brows	CFAY Yokosuka
Japan	Shimoda	fenders	CFAY Yokosuka
Japan	Shimonoseki	fenders and brows	CFAS Sasebo
Japan	Tokyo	fenders and brows	CFAY Yokosuka
Korea	All	2.5 x 3.5M fenders	see schedule comments
Korea	All	40',60',70' brows	see schedule comments
Korea	All	shore power cables	see schedule comments
Korea	Chinhae	fenders and brows	CFAC Chinhae
Singapore	Changi	20 ft brow platform	belong to NRCS
Singapore	Changi	40 ft brow	belong to NRCS
Singapore	Changi	50 ft brow	belong to NRCS
Singapore	Changi	60 ft brow	belong to NRCS
Singapore	Changi	fresh water coupler	belong to NRCS
Singapore	Changi	Potable water hoses	belong to NRCS
Singapore	Changi	Shore Power cables	belong to SUBGRU
Singapore	Changi	Shore Power cables	belong to NRCS
Singapore	Changi	Submarine flyaway kit	belong to SUBGRU
Singapore	Changi	Telephone pier adapters	belong to NRCS
Singapore	Changi	Expeditionary Security Barrier	to be used in lieu of line of demarcation

PERFORMANCE WORK STATEMENT

SCHEDULE OF SUPPLIES/SERVICES AND PRICES

A. GENERAL

This contract is for performance of maritime husbanding support for U.S Navy ships visiting ports and operating in Region 2 of the Western Pacific and Indian Ocean. Additionally, the husbanding contractor may be called upon to

provide services in support of Operations Other Than War (OOTW) within a Region's territorial boundaries. The Regions, countries and major ports included in each region are as follows:

Region 1 – South Asia (7 countries, 4 major ports)	
Bangladesh	Maldives • Male
Bhutan	Nepal (OOTW)
Burma	Sri Lanka
India • Chennai • Goa • Mumbai	
Region 2 – Southeast Asia (12 countries, 19 major ports)	
Brunei • Muara	Philippines • Manila • Puerto Princesa • Subic Bay
Cambodia • Sihanoukville	Malaysia • Kemaman • Kota Kinabalu • Penang • Sepangar
China • Hong Kong	Singapore • Changi • Sembawang
Indonesia • Bitung • Jakarta • Surabaya	Taiwan
Laos (OOTW)	Thailand • Laem Chabang • Phuket • Sattahip
Palau	Vietnam • Da Nang
Region 3 – Australia and the Pacific Islands (17 countries, 8 major ports)	
Antarctica	New Caledonia • Noumea
Australia • Brisbane • Darwin • Fremantle • Sydney	New Zealand
East Timor • Dili	Papua New Guinea
Fiji	Solomon Islands • Honiara
French Polynesia	Tonga • Nuku Alofa
Kiribati	Tuvalu
Marshall Islands	Vanuatu
Micronesia	Western Samoa
Nauru	
Region 4 – East Asia (4 countries, 12 major ports)	
Japan • Fukuoka • Kagoshima	South Korea • Chinhae • Pohang

• Maizuru • Nagasaki • Osaka • Shimoda • Tokyo	• Busan • Donghae
Mongolia (OOTW)	Russia • Vladivostok

Region Item and Price Structure

Major ports are indicated by name of port (e.g., Goa, Vladivostok, Sydney, etc.). A fully priced proposal must be received for ALL line items in a Region for it to be considered acceptable. For OOTW, a proposal only for Management Fees is required.

The contract is sub-divided into Lots. Targeted lots are identified in bold print below and by highlighted tabs in Attachment 2, Pricing Schedule. Lots may be for individual ports or they may include several ports under one Lot. For this contract, the following Lots apply:

Region 1 – Lots 01 – 15 (7 countries, 4 major ports)

Lot 01 – Bangladesh, All Ports, Husbanding Services and OOTW
Lot 02 – Burma (Myanmar), All Ports, Husbanding Services and OOTW
Lot 03 – India, Chennai, Husbanding Services and OOTW (*)
Lot 04 – India, Goa, Husbanding Services and OOTW (*)
Lot 05 – India, Mumbai, Husbanding Services and OOTW (*)
Lot 06 – India, All Other Ports, Husbanding Services and OOTW
Lot 07 – Maldives, Male, Husbanding Services and OOTW (*)
Lot 08 – Maldives, All Other Ports, Husbanding Services and OOTW
Lot 09 – Sri Lanka, All Ports, Husbanding Services and OOTW
Lot 10 – Nepal, OOTW
Lot 11 – Bhutan, OOTW
Lot 12 – 15, Reserved

Region 2 – Lots 16 – 51 (12 countries, 19 major ports)

Lot 16 – Brunei, Muara, Husbanding Services and OOTW (*)
Lot 17 – Brunei, All Other Ports, Husbanding Services and OOTW
Lot 18 – Cambodia, Sihanoukville, Husbanding Services and OOTW (*)
Lot 19 – Cambodia, All Other Ports, Husbanding Services and OOTW
Lot 20 – China, Hong Kong, Husbanding Services and OOTW (*)
Lot 21 – Indonesia, Bitung, Husbanding Services and OOTW (*)
Lot 22 – Indonesia, Jakarta, Husbanding Services and OOTW (*)
Lot 23 – Indonesia, Surabaya, Husbanding Services and OOTW (*)
Lot 24 – Indonesia, All Other Ports, Husbanding Services and OOTW
Lot 25 – Palau, All Ports, Husbanding Services and OOTW
Lot 26 – Philippines, Manila, Husbanding Services and OOTW (*)
Lot 27 – Philippines, Puerto Princesa, Husbanding Services and OOTW (*)

Lot 28 – Philippines, Subic Bay, Husbanding Services and OOTW (*)
Lot 29 – Philippines, All Other Ports, Husbanding Services and OOTW (*)
Lot 30 – Malaysia, Kemaman, Husbanding Services and OOTW (*)
Lot 31 – Malaysia, Kota Kinabalu, Husbanding Services and OOTW (*)
Lot 32 – Malaysia, Penang, Husbanding Services and OOTW (*)

Lot 33 – Reserved
Lot 34 – Malaysia, Sepangar, Husbanding Services and OOTW (*)
Lot 35 – Malaysia, All Other Ports, Husbanding Services and OOTW
Lot 36 – Singapore, Changi, Husbanding Services and OOTW (*)
Lot 37 – Singapore, Sembawang, Husbanding Services and OOTW (*)
Lot 38 – Taiwan, All Ports, Husbanding Services and OOTW
Lot 39 – Thailand, Laem Chabang, Husbanding Services and OOTW (*)
Lot 40 – Thailand, Phuket, Husbanding Services and OOTW (*)
Lot 41 – Thailand, Sattaship, Husbanding Services and OOTW (*)
Lot 42 – Thailand, All Other Ports, Husbanding Services and OOTW
Lot 43 – Vietnam, Da Nang, Husbanding Services and OOTW (*)
Lot 44 – Vietnam, All Other Ports, Husbanding Services and OOTW
Lot 45 – Laos, OOTW
Lot 46 – China, OOTW
Lots 47 – 51, Reserved

Region 3 – Lots 52 – 81 (17 countries, 8 major ports)

Lot 52 – Australia, Brisbane, Husbanding Services and OOTW (*)
Lot 53 – Australia, Darwin, Husbanding Services and OOTW (*)
Lot 54 – Australia, Fremantle, Husbanding Services and OOTW (*)
Lot 55 – Australia, Sydney, Husbanding Services and OOTW (*)
Lot 56 – Australia, All Other Ports, Husbanding Services and OOTW
Lot 57 – East Timor, All Ports, Husbanding Services and OOTW (*)
Lot 58 – Reserved
Lot 59 – Fiji, All Ports, Husbanding Services and OOTW
Lot 60 – French Polynesia, All Ports, Husbanding Services and OOTW
Lot 61 – Kiribati, All Ports, Husbanding Services and OOTW
Lot 62 – Marshall Islands, All Ports, Husbanding Services and OOTW
Lot 63 – Micronesia, All Ports, Husbanding Services and OOTW
Lot 64 – Nauru, All Ports, Husbanding Services and OOTW
Lot 65 – New Caledonia, Noumea, Husbanding Services and OOTW (*)
Lot 66 – New Caledonia, All Other Ports, Husbanding Services and OOTW
Lot 67 – New Zealand, All Ports, Husbanding Services and OOTW
Lot 68 – Papua New Guinea, All Ports, Husbanding Services and OOTW
Lot 69 – Solomon Islands, Honiara, Husbanding Services and OOTW (*)
Lot 70 – Solomon Islands, All Other Ports, Husbanding Services and OOTW
Lot 71 – Tonga, Nuku Alofa, Husbanding Services and OOTW (*)
Lot 72 – Tonga, All Other Ports, Husbanding Services and OOTW
Lot 73 – Tuvalu, All Ports, Husbanding Services and OOTW
Lot 74 – Vanuatu, All Ports, Husbanding Services and OOTW
Lot 75 – Western Samoa, All Ports, Husbanding Services and OOTW
Lot 76 – Antarctica, OOTW
Lots 77 – 81, Reserved

Region 4, Lots 82 - 99 (4 countries, 12 major ports)

Lot 82 – Japan, Fukuoka, Husbanding Services and OOTW (*)
Lot 83 – Japan, Kagoshima, Husbanding Services and OOTW (*)
Lot 84 – Japan, Maizuru, Husbanding Services and OOTW (*)
Lot 85 – Japan, Nagasaki, Husbanding Services and OOTW (*)
Lot 86 – Japan, Osaka, Husbanding Services and OOTW (*)
Lot 87 – Japan, Shimoda, Husbanding Services and OOTW (*)
Lot 88 – Japan, Tokyo, Husbanding Services and OOTW (*)
Lot 89 – Japan, All Other Ports, Husbanding Services and OOTW (*)

Lot 90 – South Korea, Busan, Husbanding Services and OOTW (*)
Lot 91 – South Korea, Chinhae, Husbanding Services and OOTW (*)
Lot 92 – South Korea, Donghae, Husbanding Services and OOTW (*)
Lot 93 – South Korea, Pohang, Husbanding Services and OOTW (*)
Lot 94 – South Korea, All Other Ports, Husbanding Services and OOTW
Lot 95 – Russia, Vladivostok, Husbanding Services and OOTW (*)
Lot 96 – Russia, All Other Ports, Husbanding Services and OOTW
Lot 97 – Mongolia, OOTW
Lots 98 – 99, Reserved

Line Items used in the Performance Work Statements and in the Pricing sheets for all Regions are outlined as follows:

XX01	Husbanding Services (Anchorage and Pierside)
XX02	Trash Removal
XX03	Fleet Landing
XX04	Brow Services
XX05	Ship Movement Services
XX06	Water Ferry/Taxi Services
XX07	General Charter and Hire Items
XX08	Collection, Holding, and Transfer (CHT)
XX09	Fresh Potable Water
XX10	Ship's Utility Services
XX11	Land Transportation (Personnel) Services
XX12	Telephone Services and Communications Equipment
XX13	Force Protection Barriers
XX14	Force Protection Personnel
XX15	Force Protection Supplies
XX16	Airport/Cargo & Material Handling (Port Handling Costs)
XX17	Provisions
XX18	Fuel
XX19	Other Port Services
XX20	Incidentals
XX21	Operations Other Than War (OOTW)
XX22	Cost Reporting

B. PRICING

Except for Port Tariffs, unit prices for all contract items described below shall be inclusive of all necessary equipment, licensed operators, all liability insurance as required by local law, holiday and overtime costs, customs clearances, and fuel and operating expenses.

1) Fixed Prices are required in the Pricing Schedule except where Port Tariff (PT) prices, To Be Determined (TBD) prices, or Not Separately Priced (NSP) have been identified. Services with an estimated quantity of

'No Estimate' are required to be priced in the Attachment 2 schedules and shall be treated as pre-priced items. Pricing for all services other than pre-priced items, PT items, and NSP items shall be arranged using the online pricing application procedures described in Attachment 8. Unless otherwise provided, these Fixed Prices shall also include performance at night, overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, other inclement weather, or service to tankers and ships carrying explosives. These requirements do not include performance during cyclones or typhoons except where ships are required to depart in advance of cyclones or typhoons as part of a typhoon or cyclone evasion plan. They also include all operating expenses including tugs, barges, trucks, personnel, and customs clearances and any other charges unless specifically exempted by the Government.

2) Port Tariffs will apply to those services which are based on Port Tariff rates established and controlled by Port Authorities. English translated copies of the Port Tariffs must be submitted to the Supply Officer of the ship entering a specific Port and to the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore email address specified at the time of contract award for each region.

3) Fees for Husbanding Services cover regular and overtime labor of contractor personnel supporting the ships plus indirect expenses, including all management, overhead and office expenses. The husbanding fees also include costs for arranging supplies and services described herein, costs associated with attendance at periodic meetings and pre-deployment briefings. The husbanding fees represent total compensation for the contractor except for supplies and services with Fixed Prices.

4) OOTW Fees will constitute an all inclusive fixed fee based on a daily fee (per contractor person providing support) for "husbanding" the OOTW effort/logistics support.

5) Purchase Card Surcharge. The U.S. Government reserves the right to make payment by purchase card. All purchase card surcharges will be identified as a separate entry on each invoice. The Government will reimburse administrative surcharges for the lesser of actual fees or 5% for non-priced items only. Applicable purchase card surcharges shall be included in the quoted prices for pre-priced items.

6) If items are made available free of charge or at less than the quoted price by the Government, host nation, or port authority, only mobilization/demobilization charges, not to exceed the quoted unit price, may be charged. If, for any reason, an item that would otherwise be provided by the Host Nation, Government, or port authority is not available, that item shall be provided by the HSP at the unit price quoted in Attachment 2.

C. PRICING SPREADSHEETS

Pricing spreadsheets are provided by Region as an attachment to this solicitation. The Lots marked in bold print in paragraph A above will be used for price evaluation purposes.

Important Notes

1) Pricing for supplies and services for all countries will be expressed in U.S. dollars and shall be billed in the units of the respective LINE ITEMs.

2) Definitions for the "Unit" abbreviations are as follows:

CM = Cubic Meter
DY = Day (refers to a 24-hour period beginning at start of service unless stated otherwise)
EA = Each
GL = Gallon
HR = Hour
JB = Job
LOT (LT) = A lot (LT) is a deliverable item or group of items with a separate and distinct unit price.

MT = Metric Ton
NSP = Not Separately Priced
PK = Package
PT = Port Tariff
TBD = To Be Determined

3) The Line Item Numbers consist of four numeric digits. XX replacement of any numeric digits make the descriptor generic and applicable to all LINE ITEMs in that series.

4) For pricing sheets identifying "All Other Ports" (AOP) or "All Ports" (AP), prices will be required, if not identified otherwise. Each price shall be a single, per-unit price for the specified supply or service that will apply to any of the ports included in the lot.

5) Historical port visit data for FY07, FY08, and FY09 (partial) has been provided as Attachment (3).

D. Definitions

Barge = Flat-bottomed displacement ships used for carrying or storing cargo, for separation between vessels and other structures, or as a work platform. Barges may or may not be self-propelled.

DESCRIPTION OF CONTRACTUAL SCOPE

This contract is for the provision of maritime husbanding support. It is not for husbanding agency. The holder of this contract is a U.S. Navy contractor. The holder of this contract is not an agent of the U.S. Navy and does not have the authority to bind the U.S. Navy.

Maritime Husbanding Support is defined as: Providing supplies and services as defined in the Performance Work Statement of the contract in support of Naval forces within a port area.

i. This support is provided by a Husbanding Services provider from a standard list of services under contract.
ii. For "Exceptions" items not supported by existing supply chains: e.g. fuel, subsistence, etc.
iii. Includes "Non-Priced" incidentals that cannot be identified in advance, but are in the scope of the contract.

1. The contract is for performance of Maritime Husbanding Support services at any berthing or anchoring location specified in the Attachment 2 schedules except ports in China outside Hong Kong. Ordering officers of the United States Coast Guard (USCG) ships, United States Navy (USN) ships, Military Sealift Command (MSC) ships, U.S. Army vessels/ships operating in the Western Pacific and Indian Ocean are authorized to use this contract. The contract may also be used to support other U.S. Government organizations (e.g., National Oceanic and Atmospheric Administration (NOAA)) that may require maritime husbanding support services.

For purposes of this paragraph, a U.S. Navy ship is any naval vessel, craft, ship, or service craft included within the scope of subparagraphs 2 and 4 of Article 0406, United States Navy Regulations, 1990. Ship size classifications that are used in the price schedules are listed as an attachment.

2. Husbanding services requirements that may be received by NAVSUP Fleet Logistics Center Yokosuka, Site Singapore from the other activities identified in paragraph 1 above are within the scope of this contract.

3. This is a Firm-Fixed-Price Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract for husbanding logistics services, services in support of Operations Other Than War (OOTW), and maritime husbanding support to Government teams visiting ports in connection with a ship visit. These service requirements are and defined in the Performance Work Statements (PWS). The "minimum" and "maximum" to be established per FAR Clause 52.216-22 are as follows:

Region	Minimum Quantity ($)	Maximum Quantity ($ Base and all option years)
Region 1, South Asia	$100,000	Sum of CLINs 0002, 1001, 2001, 3001, and 4001
Region 2, Southeast Asia	$100,000	Sum of CLINs 0003, 1002, 2002, 3002, and 4002
Region 3, Australia/Pacific Islands	$100,000	Sum of CLINs 0004, 1003, 2003, 3003, and 4003
Region 4, East Asia	$100,000	Sum of CLINs 0005, 1004, 2004, 3004, and 4004

The minimum contract dollar quantities per contract are for each contract as a whole and there are not separate additional contract dollar quantities for the option periods and/or individual LINE ITEMs.

4. The HS Contractor agrees to furnish the services or supplies at the fixed price listed in the schedules.

5. This contract is for a period of twelve (12) months, effective 30 days after award of the contract, with four (4) one-year options. The contract also includes the clause entitled FAR 52.217-9 Option to extend the Term of the Contract. If all options are exercised under FAR 52.217-9, the duration of this contract is 66 months.

6. The contract will not start for the following countries until the option expires under existing contracts:

Contract becomes effective on 1 Jun 2011 for South Korea.

7. In the event of contingencies in the open ocean such as submarine rescue, the Contracting Officer may issue an order to the contractor that is awarded the husbanding logistics contract in the nearest country in which there is capability to satisfy the requirement.

8. The contract will include the clause entitled FAR 52.237-7023 (Class deviation 2009-00010) Continuation of Essential Contractor Services. Contractors providing services designated as essential contractor services by a DoD component are expected to use their best efforts to continue providing such services, in accordance with the terms and conditions of their contracts even during periods of crisis.

9. For lots identified as “All other Ports” or “All Ports”, the geographic scope of the lot, for Purposes of Lot Line Item XX21, OOTW is the entire country listed in the lot. The geographic scope of the lot, for all Lot Line Items other than XX21, is the port locations listed in each lot of the Attachment 2 schedules.

10. Incidentals within the scope of this contract may be classified within one of the following categories:
- Charter and Hire
- Utilities
- Anti-terrorism Force Protection
- Communications
- Transportation
- Lodging
- Port Handling Services
- Other Port Services (Reception Supplies and Services)
- Administrative Supplies

Performance Work Statement (PWS) for Husbanding Services

A. GENERAL OVERVIEW

1. OBJECTIVE

The primary objective of this contract is to obtain Maritime Husbanding Support for U.S. Navy ships and other Government teams supporting ship visits at the locations specified in the Attachment 2 schedules. In addition, the contract may be used to support Operations Other Than War (OOTW) in a respective Region.

2. SCOPE

a. The general scope of this contract and its general conditions are described above. This section provides the detailed Performance Work Statement (PWS) descriptions for applicable Line Items.

b. General Requirements

i. The HS Contractor shall provide timely delivery of quality goods and services at fair and reasonable prices to ships making port visits;

ii. The HS Contractor shall provide timely delivery of supplies and services conforming to this PWS.

iii. The HS Contractor shall assure that supplies and services arranged on behalf of the ship's Supply Officer (SUPPO) or authorized ordering officer conform to the general requirements of the contract and shall assist the SUPPO or authorized ordering officer with resolving any problems in meeting the requirements.

iv. The HS Contractor shall identify representatives to act as the principal points of contact between the HS Contractor and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore representatives concerning price and performance issues throughout the Region. These individuals shall facilitate communications among ships, Defense Attaché Offices (DAO), Port Services Officers and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore.

v. The HS Contractor shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the U.S. Government.

vi. The HS Contractor shall ensure that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

vii. The HS Contractor shall ensure that subcontractors comply with these requirements.

3. PRICING

a. Except for Port Tariffs, To Be Determined (TBD), and Not Separately Priced (NSP) items, unit prices for all contract items described below shall be inclusive of all other costs including, but not limited to, all necessary equipment, licensed operators, liability insurance as required by local law, holiday and overtime costs, customs clearances, fuel and operating expenses. In those cases where prices are by Ship Class, Attachment # 1 applies. All contract prices are in U.S. Dollars (US$). All taxes and surcharges are included in the unit cost.

b. Fixed prices are required in the pricing schedule except for Port Tariffs, TBD items, or Not Separately Priced (NSP) items. Unless otherwise provided, these prices shall also include performance at night, in overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, or service to tankers and ships

carrying explosives. They also include all operating expenses including, but not limited to, tugs, barges, trucks, personnel, and customs clearances.

c. The pricing for all services requiring the use of transportation type conveyances (i.e., trucks, barges for LINE ITEMs for trash removal, CHT removal, potable water, landing barges, oily waste removal, etc) shall include the use of the equipment as required to complete the service in the statement of work without any additional charges for detention or demurrage.

d. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate LINE ITEM in the Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

e. All pre-positioning or pre-staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

f. Repositioning is defined as: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions. Where a ship is at anchorage and the Ordering Activity requests repositioning of equipment, the HS Contractor shall be entitled to additional fees for repositioning to be determined by use of:

   a. Priced sub lot line items, or

   b. Prior agreement of the Ordering Officer in cases where the total repositioning costs do not exceed $25,000

   c. Prior agreement of the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer in cases where the total repositioning costs exceed $25,000.

   In the case of (c) above, the repositioning cost shall be reported and confirmed using the online pricing application procedures described in Attachment 8.

g. When the HS Contractor obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list (e.g. port tariff), then the HS Contractor shall be reimbursed for the published price of the item. The HS Contractor shall not be paid an amount in addition to the published price of the item. A copy of the published price list (e.g. port tariff) shall be provided to the Supply Officer at the time of initial boarding and to the FISC Yokosuka email address specified at the time of contract award for each region with the pre-arrival cost estimate.

h. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and/or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged. For the purposes of this contract, one (1) day is equal to 24 hours and begins with the performance of service. For example, service from 1800 until 1800 the next calendar day is equal to one (1) day of service. In cases where the billing unit is ‘day’ and a full day of service is not used by the Ordering Activity, the HS Contractor shall be entitled to bill for one day of service. For example, if a sub lot line item with a billing unit of day were ordered and used for 30 hours, the HS Contractor would be entitled to bill for two days of service. In cases where the ship does not arrive at the time specified in the ordering LOGREQ and services are made available based upon the time requested in the ordering LOGREQ, billing for services may commence at the time requested by the Government unless notice of cancellation is provided by the Ordering Activity or the organization authorized to pass this information on behalf of the Ordering Activity.

i. Demurrage charges shall only be charged if the HS Contractor’s service is unduly delayed due to the fault of the U.S. Government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but, due to the fault of the government, was not attended to until 1500 hrs when pumping begins. The HS Contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs).

j. Port Tariffs will apply to those services that are based on the Port Tariff rates established and controlled by the Port Authorities. The abbreviation "PT" in the pricing schedule identifies the port tariff items that the HS Contractor is not required to price.

k. Fees for husbanding services cover regular and overtime labor of HS Contractor personnel supporting the ships plus all indirect expenses, including all management, overhead and office expenses. The husbanding fees also include costs for arranging supplies and services described herein, costs associated with attendance at periodic meetings with the exception of travel expenses described in this paragraph. The husbanding fees represent total compensation for the HS Contractor except for supplies and services with fixed prices or incidentals. Travel expenses incurred by the HS Contractor in support of a LRT or advance ship detachment will be reimbursed based upon actual receipts and in accordance with the JTR guidelines. Travel expenses will be reimbursed upon presentation of documentation to the ordering activity. Any air transportation will be reimbursed at the economy class fare.

l. OOTW will constitute a fixed fee based on a daily rate (per HS Contractor person providing support) for "husbanding" the OOTW effort/logistical support.

m. The U.S. Government reserves the right to make payment by purchase card.

n. The services at anchorage shall be provided at all anchorage points assigned by the local port authority.

o. As part of the husbanding service provider's proposal, a purchasing process and system for pricing items along with an Online Pricing Application(see Attachment 8 for the PWS for the Online Pricing Application requirements) was proposed and accepted by the Government which included sufficient safeguards so that the Contracting Officer or Authorized Government Representative may determine the prices as fair and reasonable. Pricing of supplies and services for items not pre-priced within a lot line item (e.g., incidentals, OOTW supplies or services, fuel, and provisions) shall be in accordance with the husbanding service contractor's proposed purchasing/pricing process (implemented by the online pricing application) that was accepted by the Government upon contract award.

p. The HS Contractor will be fully compensated for all services including pre-priced, port tariff, TBD, fuel, provisions, and incidentals. Port tariff items will be reimbursed at actual cost. Provisions (XX17) and fuel (XX18) shall also be invoiced and reimbursed at actual cost. Any HS Contractor fee for acquiring and arranging for these items shall be included in the corresponding Line Items XX17AA (for provisions) and XX18AA (for fuel).

q. Several Lot Line Item services are based on volume (e.g. trash removal, CHT, potable water, and oily waste removal). Volume-based services shall be priced at the same unit price specified in the Attachment 2 schedules, regardless of the class of vessel requiring the services. For example, a class V vessel requiring 1000 CM of CHT removal would be charged the same unit price as a class II vessel requiring 100 CM of CHT removal.

4. QUALITY

a. The HS Contractor shall provide the timely delivery of goods and services at fair and reasonable prices to ships making port visits, provide continuous oversight of costs and performance throughout the area covered by this contract, and make meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. The HS Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning price performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Operations Officers, and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore. The contract will not specify how the HS Contractor is to perform, but measurable performance standards are established in the Quality Assurance Surveillance Plan (QASP) to monitor contract performance during each ship's visit.

b. The quality of all services or supplies provided shall conform at least to commercial standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

c. The performance standards are explained in the Quality Assurance Surveillance Plan (QASP), Attachment 10. The performance standards are:

i. Timely submission of pre-arrival cost estimates (described para.5 (a) below) NLT 48 hours after receipt of the ordering logisitics requirement (LOGREQ) message. In the event that the LOGREQ is received after 48 hours prior to the ship's arrival, the pre-arrival cost estimate shall be provided as soon as practicable, but in no case later than 48 hours after receipt of the ordering LOGREQ;

ii. Timely submission of Logistics Support Services Repository (LogSSR) cost report within seven (7) calendar days from the completion of the ship's visit;

iii. Accuracy of the actual (final) LogSSR report and pre-arrival cost estimate;

iv. Ship's satisfaction with the contractor's services during the port visit as identified in the ship's port visit cost report; and

v. Adherence to the pricing process proposed and accepted by the Government for non-priced items and timely submission of all information and documentation within the Online Pricing Application.

vi. HS Contractor Suggestions for cost savings and/or cost avoidance.

d. The percentile goals are fixed for each factor within the QASP. The failure of the HS Contractor to meet the percentile goal for any factor will be investigated and evaluated by the Contracting Officer. The HS Contractor will be given the opportunity to refute an adverse assessment prior to finalizing the metric for a quarter.

5. LOGISTICS RESPONSE TEAM

In the event that a Logistics Response Team for a ship arrives in port prior to the ship's arrival, the HS Contractor will assist the logistics response team by providing logistical support and coordinating all requirements.

When the HS Contractor provides support for a Logistics Response Team so that it can perform its mission, the HS Contractor is entitled to bill at the "Subsequent Days" daily rate for husbanding services for each day of support provided "in person" to the logistics response team.

a. Pre-arrival Cost Estimate - The HS Contractor shall furnish to each ship and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore email address specified at the time of contract award for each region, a pre-arrival cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the Attachment 2 spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-priced items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff." This estimate shall be provided to the ship and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore email address specified at the time of contract award for each region within 48 hours after receipt of the LOGREQ. This report shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs. The LOGREQ, when submitted by, under authority of, or on behalf of an Ordering Activity, is an order under this contract for pre-priced items. Non-priced items ordered on the LOGREQ become orders only after prices have been determined fair and reasonable and are agreed upon by the Ordering Officer or by a NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. For non-priced items with an extended cost less than $25,000, either the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. For non-priced items with an extended cost greater than $25,000, only the

NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. Required approvals and determinations of fair and reasonable pricing by the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer (>$25,000 extended price) will be made by confirming the prices and documentation posted to the online pricing application. Approvals and fair and reasonable determinations that may be made by either the Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer (<$25,000 extended price) may be confirmed orally, in writing, or by email by the Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. Regardless of the approval method, reporting and documentation of all non-priced items other than port tariff items ordered under this contract must be made using the online pricing application. Orders placed by a LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

b. The LOGREQ cost estimate does not replace the HS Contractor's requirement to respond (i.e., info addressees on responses to the Ordering Officer) to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U.S. Defense Attaché's Office.

c. The HS Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

d. The HS Contractor shall coordinate with other U.S. Government Contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

e. The HS Contractor shall assist the ship's Logistics Response Team to include planning and coordination meetings.

f. Travel expenses incurred by the HS Contractor in support of a LRT or advance ship detachment will be reimbursed based upon actual receipts and in accordance with the JTR guidelines. Travel expenses will be reimbursed upon presentation of documentation to the ordering activity. Any air transportation will be reimbursed at the economy class fare.

6. SHIPS'S (LOGREQ) LOGISTIC REQUIREMENTS

U.S. Navy ships and/or NAVSUP Fleet Logistics Center Yokosuka (or its sites) Logistic Support Representative (LSR) or other activity authorized to pass LOGREQ requirements on behalf of Ordering Officers will provide, via e-mail, a copy of the unclassified "logistics requirements" (LOGREQ) message directly to the husbanding HS Contractor as described under "ISSUANCE OF ORDER" in Contract Terms and Conditions – Commercial Items (FAR 52.212-4 Addendum). This LOGREQ will contain the majority of supplies and services required by the ship, and will represent the order, for pre-priced items, upon which the HS Contractor shall begin performance.

a. A ship, an activity authorized to pass a LOGREQ on behalf of the ship (i.e. Port Service Office or DAO), or an authorized ordering activity may notify the HS Contractor of a forthcoming visit requiring husbanding services. Upon notification of a visit, the HS Contractor shall make such preliminary arrangements as necessary with port authorities, other U.S. Government Contractors, and other commercial firms to provide supplies and services requested by the ship. The HS Contractor shall confirm receipt of the ordering LOGREQ (to the activity who provides the LOGREQ to the HS Contractor) within 24 hours. Confirmation of receipt may be made by email to the activity passing the LOGREQ to the HS Contractor.

b. Ships will not provide force protection requirements in unclassified LOGREQ messages. The force protection requirements are specified in a classified LOGREQ issued by the ship to U.S. Government activities. The activity to which this message is addressed will contact the Contractor and pass the ship's force protection requirements for action. The HS Contractor shall confirm with the ship that these force protection requirements received have been actually ordered by the ship prior to beginning performance. The ship's Supply Officer (SUPPO) or Commanding Officer may also request additional force protection requirements not covered by the classified LOGREQ by email, telephone, or personally upon ship's arrival. The HS Contractor shall coordinate with the SUPPO before providing any additional force protection. If

any other activity or individual orders force protection services (i.e. NCIS, etc) not covered in the ship's classified LOGREQ, the HS Contractor is required to immediately inform the ship and receive confirmation prior to beginning performance of these services. Organizations such as NCIS and DAO are not the actual Ordering Officer and have no contractual authority to place orders. Only the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer has the authority to confirm or change an order.

c. LOGREQ Pre-arrival Cost Estimate. The HS Contractor shall provide each ship or ordering activity an estimate in response to an LOGREQ message issued to the HS Contractor by any method identified under "OC-7 ISSUANCE OF ORDER" clause. The pre-arrival cost estimate shall be submitted in accordance with Attachment (8)-PWS Cost reporting. The LOGREQ message is not an order for non-priced items until priced by the contractor and confirmed by an authorized ordering officer. The requirements shall be provided to the HS Contractor by ships, activities and individuals identified in the contract. This estimate shall be sent within 48 hours after receipt of the LOGREQ message and will explain any anticipated "additional" costs and include cost savings or avoidance recommendations. In a situation where the HS Contractor receives a LOGREQ message with less than 48 hours prior to the arrival of the ship, the HS Contractor shall make every effort possible to provide the required documentation and price estimate prior to the ship's arrival, but in no event later than 48 hours after receipt of the LOGREQ message.

7. INITIAL BOARDING

a. The HS Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival. Upon initial boarding the HS Contractor shall provide all emergency telephone numbers, i.e. police, hospitals, firefighters, etc. In addition, the HS Contractor is required to provide the emergency telephone numbers for shipboard generated industrial waste (SGIW) disposal and hazardous material (HAZMAT) and oil spill response and reporting procedures to all ships upon initial boarding or in a LOGREQ reply. The HS Contractor shall visit the ship at least once per day and shall be available on call at all times (24 hours per day, seven days per week) to assist the ship with requirements and to resolve problems.

b. The HS Contractor shall brief the designated ship representative about Contractor-provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HS Contractor shall provide its POC information with 24-hour contact phone numbers.

c. The HS Contractor shall provide the SUPPO with copies of applicable port tariffs and current prices for frequently ordered services, and with any other information provided by NAVSUP Fleet Logistics Center Yokosuka, Site Singapore for distribution. Copies of applicable port tariffs and current prices for services shall be in English. The HS Contractor shall be prepared to take additional ships' orders for supplies or services not placed in the ordering LOGREQ. All orders placed after the ship's arrival shall be reported and prices confirmed (if non-priced items) using the LogSSR reporting requirements and online pricing application procedures described in Attachment 8.

8. POINT OF CONTACT

a. Based upon the ship's orders, the HS Contractor shall ensure the timely filling of all ship's requirements. The HS Contractor shall designate at least one senior company official to be the Point of Contact (POC) under this contract for logistic and contractual support. The POC shall be fully fluent in English. The HS Contractor is required to designate the POC at the time of contract award.

b. All HS Contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port. All correspondence shall be in English. All electronic communication between visiting vessels and the HS Contractor shall be copied to the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer and Logistic Support Representative emails specified at the time of contract award.

The HS Contractor is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered by the Supply Officer from the HS Contractor.

9. ORDERING SUPPLIES AND SERVICES & PROVIDING GENERAL ASSISTANCE

The ship(s) will submit LOGREQs that include requests for a variety of services and supplies. The first obligation of the HS Contractor is to verify if any of the requested services and supplies can be provided free of charge by the host nation.

If services and supplies are not available free of charge from the host nation, they must be provided if within the scope of this contract. The Contracting Officer will be notified if there is a question regarding the scope of the contract. If these services and supplies are not priced in the contract, or if these services and supplies are available under other U.S. Government contracts, the following applies:

a. Passing Requirements to other U.S. Government Contractors: The HS Contractor shall coordinate and pass orders, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts (e.g., Prime Vendor or Defense Energy Supply Center (DESC)) for various supplies and services required. This husbanding service includes all necessary actions to facilitate the acceptance of supplies or services rendered under U.S. Government contracts. Any disputes or discrepancies arising from the order will be resolved directly between the SUPPO and the other Contractor(s). The HS Contractor shall also facilitate any necessary force protection vetting requirements so that other U.S. Government contractors can perform their contractual requirements.

b. The U.S. Government will not pay the HS Contractor for any personal requests from individual crewmembers, whether military or civilian.

c. The HS Contractor shall install all ordered equipment upon the ship's arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

d. Money Exchange Services: The HS Contractor shall arrange for authorized moneychangers to exchange U.S. dollars for ship personnel into local currency. Money Exchange services shall be made available onboard ship to crewmembers at least two hours daily with buy-back service on the day before the ship's departure. The moneychangers may include a commission of not more than plus or minus 1.5% difference from the Official Exchange Rate. A locally-available and verifiable currency exchange rate may be used as the Official Exchange Rate. Verification of the exchange rate shall be provided to the Ordering Activity at the time of service. The HS Contractor shall maintain adequate records justifying its basis for determining the Official Exchange Rate and shall make those records available to the U.S. Government upon request. This Official Exchange Rate will be used for financial conversions not covered by payments in U.S. dollars.

e. Laundry Services: The HS Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Laundry and dry cleaning services that are required by the ship from the laundry and dry cleaning vendor will be ordered from the vendor by the ship. Payment for services will be made by the ship to the vendor rather than through the HS Contractor. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure. The HS Contractor shall assist in resolving vendor billing discrepancies.

f. Interpreter Services: The HS Contractor shall provide interpreter services to assist the Supply Officer to assure timely delivery and performance of the supplies and services ordered by the Supply Officer under this contract. This limited set of interpreter services is required under the Management Services LINE ITEM and is separate from the interpreter services required under LINE ITEM XX07AM.

g. Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. Should HS Contractor receive mail after ships depart, HS Contractor should contact the Fleet Mail Center in Yokohama at 81-45-872-6742/6532.

h. Morale Welfare and Recreation (MWR) Services: The HS Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) Contractor servicing the ship. If an ITT contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If there is an ITT contract, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship. In the absence of an MWR contract, the HS Contractor shall provide advance information on all recreational/liberty activities available in local area. Information (with associated costs) shall include, but is not limited to, sightseeing tours, entertainment, sporting events, transportation, lodging and visitor tips. The HS Contractor shall coordinate all recreational/liberty requirements communicated by the ship. The HS Contractor shall disseminate information on the full scope of recreational/liberty opportunities, sightseeing tours, entertainment, sporting events, local area transportation and lodging. The HS Contractor shall plan, coordinate and assist as necessary, in port requests for entertainment, athletic competitions, sightseeing tours and unit parties/picnics.

i. Immigration, Customs and Visa: The HS Contractor shall assist ship personnel with immigration, customs and visa requirements into the country of the port visit.

j. Medical Emergencies: If requested, the HS Contractor may be required to make arrangements for emergency medical treatment of ship's crewmembers while the ship is in port. In cases where a member is airlifted into a port by the ship, the HS Contractor, in coordination with the U.S. Consulate/Embassy, will arrange for proper medical care until the member can be returned to the ship, or evacuated to the United States. If there are costs associated with arranging these services, the HS Contractor shall obtain approval from the SUPPO/Contracting Officer prior to providing the support.

k. The HS Contractor shall facilitate the ship's timely departure. The HS Contractor shall provide timely invoices of provided services and supplies to the Supply Officer at the time of the pre-sailing visit. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided. The HS Contractor shall remove all provided equipment.

l. Pre-Sailing Visit: The HS Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the HS Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. Written receipt for acceptance of all services shall be obtained during this visit. The Ordering Activity shall provide a check or DD1155 for all finalized invoices prior to departure where the content of the invoice is not disputed. The HS Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The HS Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The HS Contractor's point of contact for this information shall be the Commanding Officer, Command Duty Officer, Operations Officer, or the Officer of the Deck.

10. UNIQUE / PARTICULAR SITUATIONS

a. Assisting two ships: If a ship, not in port, requests assistance from the HS Contractor, the ship will pay the husbanding services subsequent days' fee. However, if at the same time, using the same helo or other transport, the HS Contractor provides service to two ships (e.g. delivery of fresh fruits and vegetables (FFV) at one time for two ships using the same helo), the HS Contractor is entitled to bill for only one subsequent day.

b. Under Class I size vessels (based on the number of personnel): If two small vessels, under the size of Class I, IA or IB come into the port together, submit consolidated requirements, and have approximately the same schedule, the HS Contractor will only charge for one Class I, IA, or IB vessel vice two. However, if only one such vessel comes into port, the HS Contractor will charge full Class I rates.

c. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within 3 days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back on Saturday, Sunday or Monday, it will be charged subsequent day fees. If the ship comes back Tuesday, it will be charged the first day rate).

d. If a ship comes into port and does not notify the HS Contractor or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days, subject to the conditions in paragraphs (b) and (c) above.

e. Ship Repair: If ship repair is required and performed in one of the ports covered by this contract, husbanding services will be provided only if requested by the ship. U.S. Navy Ships in shipyards at locations covered by this contract may order supplies and services from this contract without the requirement to also order Management Services.

f. The HS Contractor is required to be able to simultaneously husband thirty (30) ships throughout the Region, including up to two (2) Class V and two (2) Class IV ships in a single port simultaneously.

g. Order of Priority of Usage: The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or, if the port-provided supplies and services are less expensive than similar services provided by the HS Contractor or its subcontractors, or finally provide it themselves to include subcontractors. Where the reasonable cost of mobilization/demobilization for U.S. Government owned equipment exceeds the quoted price of the sub lot line item it is intended to replace, the HS Contractor shall use the least cost alternative to meet the requirement. Information on availability of host nation provided services, where available, is annotated on the Attachment 2 pricing schedules. If, for any reason, an item that would otherwise be provided by the Government, host nation, or port authority is not available, that item shall be provided by the HS Contractor at the price quoted in the Attachment 2 pricing schedules.

h. MARK V High-Speed Interceptor Craft (HSIC): MARK V (HSIC) Special Operations Craft may be in port or in the vicinity for up to 90 days conducting operations. The HS Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and only one Management fee shall be charged when husbanding two MARK V vessels at the same time.

i. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The HS Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit.

j. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HS Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong SAR and Singapore.

k. Other Personnel - Other U.S. personnel conducting business at locations covered by this contract may order off the contract without incurring Management Service Fees. Support of 'Other Personnel' is limited to Logistics Response Teams and ship detachments (e.g. ship's beach detachment, site survey team, advance force protection teams) in direct support of a ship visit. These orders do not involve continuous management of husbanding services and may be for items such as vehicles, phones or other services. For example these services may be ordered from the HS Contractor when hotels, transportation and rental of cellular phones are required for the personnel described above.

l. Short Notice Orders: The contractor shall perform all orders that are issued within the minimum order lead time annotated for each lot in the Attachment 2 schedules. If orders are issued with less than the required minimum order lead time prior to the start of performance, the contractor shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

m. The minimum order lead time applies to all Lot Line Items with the exception of XX21, Operations Other than War, which remain subject to the requirements stated in Attachment 9. The HS Contractor shall provide all requested services, to include mobilization of required equipment, when the Ordering LOGREQ is received from the Ordering Officer or their representative with a lead time greater than the number of days specified in the Attachment 2 schedules for the Lot location where performance is to take place.

11. LINE ITEM DESCRIPTIONS

a. LINE ITEM XX01 - HUSBANDING SERVICES (ANCHORAGE AND PIERSIDE)

The HS Contractor shall provide husbanding services to ships visiting the ports in the Region covered by this contract. Line Item XX01 requires that the HS Contractor perform all services and provide all supplies necessary to fully comply with the tasks and responsibilities described at paragraphs 1-10 above unless a task or responsibility is specifically included in a separately-priced Line Item below. The HS Contractor's responsibilities under these Line Items start prior to the arrival of the ship and continue after the ship's departure.

The price for Line Items XX01 covers all regular and overtime labor of HS Contractor's personnel supporting the ships plus indirect expenses, including all management, overhead, office expenses, and profit for performing tasks required by these Line Items.

The husbanding fee is based on the Class of the ship and broken down by the First Day and Subsequent Day of the ship visit. A husbanding fee may be provided to the HS Contractor for services rendered prior to the ship's visit, i.e. assistance to the ship's logistics response team.

b. LINE ITEM XX02 - TRASH REMOVAL

1. Trash removal service is the collection and disposal of refuse (i.e., trash) including liquid, semi-liquid, or solid garbage. Refuse does not include explosives and incendiary waste, or waste contaminated by medical and radiological processes.

2. The HS Contractor shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse. The HS Contractor shall provide dedicated refuse bins to the ship. The HS Contractor shall collect all loose refuse placed adjacent to refuse bins. The HS Contractor shall immediately clean up any spilled refuse. The HS Contractor shall properly dispose of all collected refuse.

3. For ships at pier side, the HS Contractor shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulation, or barges alongside the ship. The HS Contractor shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.

4. For ships at anchorage, the HS Contractor shall remove trash at the times agreed to by the HS Contractor and Supply Officer. The frequency of removal shall be as follows:

SHIP CLASS	DAILY FREQUENCY
I, IA, IB	1
II	2
III	3
IV and V	Continuously Via Dedicated Barge when permitted

5. For trash collection at anchorage, the trash barge shall be available 24 hours a day (where not contrary to law or port regulation) with suitable self-fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

6. For trash collection by barge, the HS Contractor shall provide trash barges/scows (with tug service if barge is not self-propelled) for ships at anchorage. The barges shall be completely empty at time of arrival at the ship. In situations where an empty barge is not available, the contractor shall provide a system to measure the volume of trash deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of the trash. All trash barges/scows shall be properly fendered to prevent damages to U.S. Government vessels. The HS Contractor shall have ready access to sufficient barges and equipment to support at least two (2) ships at anchorage simultaneously. The barge's crew shall be entirely responsible for the tending of lines and for barge's security. The movement of trash from the ship to the barge shall be performed with care by the ship's sailors and in the manner ensuring the safety of the HS Contractor's crew and barges. Any instances of unsafe practices shall be brought to the attention of the ship's Commanding Officer, to ensure that corrective and preventive action is taken. . LLIN XX02AJ shall be billed in cases where use of a trash barge is required (either pierside or at anchorage) and where LLIN XX02AA/XX02AC is either not pre-priced or not available from the PT provider at the lot location. LLIN XX02AJ may also be billed when the service level required exceeds the frequency specified in paragraph 4 above. Charter, mobilization, demobilization, and setup are included in the unit price of LLIN XX02AJ.

7. In instances of bad weather or emergency where the ship must depart on short notice, the HS Contractor shall remove barges within four hours of being directed to do so by the ship. Should a vessel with a trash barge alongside experience an emergency where the ship must depart, the SUPPO will advise the HS Contractor at least four (4) hours in advance for the barge pick-up at no additional cost to the U.S. Government.

8. The HS Contractor shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The HS Contractor is also responsible to follow any environmental regulations required by each country. The HS Contractor is required to keep all disposal certificates and shall make them available to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore upon request.

9. Whether at anchor or pierside, U.S. Government personnel will dump the trash on the barges or in the containers.

10. Any spillage of refuse in the course of the removal operations shall be cleaned up immediately by the HS Contractor. Refuse containers, when used and when emptied, shall be returned to their original position with the lids (if any) replaced thereon.

11. The HS Contractor shall be paid based on the ACTUAL CUBIC METERS of trash removed. The HS Contractor shall be entitled to bill for 60 CM under sub lot line items XX02AC where the actual volume of trash removal is less than 60 CM (per order).

12. Where trash is required to be segregated, the Ordering Activity shall be required to segregate the material at the time of disposal. The HSP shall be responsible for providing separate containers for each vessel, clearly marked with the required categories and for informing the Ordering Activity, upon arrival, that segregation is required. If the Ordering Activity does not segregate trash as required, the HSP shall inform the Ordering Activity and Logistic Support Representative (LSR) prior to departure and bill for the cost of trash segregation under Line Item XX20, Incidentals within 48 hours after the vessel's departure.

c. LINE ITEM XX03 – FLEET LANDING

1. When ordered by the ship, the HS Contractor shall furnish services/supplies for the fleet landing area. The following is a list of the basic supplies and services that a ship may need. It doesn't cover all the services that may be ordered by a ship for fleet landing.

2. FLEET LANDING. HS Contractor shall provide the sub-line items specified in this Line Item and shall provide a unit price for each sub-line item. The unit price shall be per day for each item. Mobilization/demobilization charges shall be included in sub-line item price.

The Fleet Landing LOT consists of the following:

a. One (1), 40-feet refrigerator unit or two, 20-feet refrigerator units, with required power to operate the units.
b. PORTABLE TOILET UNIT SERVICES. The unit price shall be for a single commode and one (1) urinal. The daily rate shall include pumping and cleaning as many times as necessary to ensure clean, sanitary condition and providing all chemicals, cleaning products and toilet paper. The HS Contractor shall check toilet facilities at least every six (6) hours to ensure cleanliness.
c. PORTABLE ELECTRIC GENERATORS. The HS Contractor shall provide a portable, gasoline powered, electric generator capable of supplying power to portable lighting and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). Generator shall be at least 5KW with circuit breaker protector. Daily rate includes fuel, oil, and necessary consumables to operate the generator, transportation, set-up, dismantling and labor.
d. Chairs (each per day)
e. Long tables - approximately 2 meters in length (each per day)

Any other supplies, services or quantities of supplies and services other than those listed above shall be provided in accordance with the procedures set forth in LINE ITEM XX20.

d. LINE ITEM XX04 – BROW SERVICES

1. Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The HS Contractor shall provide the brows specified in the schedule as ordered by the ship. A range of brow sizes is provided in each of the sub lot line items of lot line item XX04. All brows provided by port authorities, host nation, or US Government shall be billed at cost as port tariff items. Mobilization, demobilization, setup and placement shall be included in the proposed unit price of all XX04 sub lot line items. In cases where brows are provided by port authorities, host nation, or US Government free of charge, at reduced cost, or for mobilization/demobilization costs only; these costs will be reimbursed without additional fees or markup.

2. Due to the height difference between the submarine deck and pier, the HS Contractor provided submarine brow (must afford personnel a smooth and safe transit when entering or exiting the submarine deck. The submarine brow must be capable of supporting shore power cables without damaging the cable.

3. Brows shall be provided free of charge by Royal Navy Liaison Office (RNLO) in Sembawang port for ships berthed at piers 5, 6 , and 7.

4. The HS Contractor shall be entitled to bill for 4 hours of usage under this line item when actual usage is less than 4 hours (per order). Billing for brows shall be calculated up until the scheduled time of departure. Discrepancies, if any, between the number of hours billed at the pre-sailing visit and the actual number of hours used shall be invoiced and paid in accordance with the procedures in OC-1, Invoices and Payments, and the PWS paragraph 9.l. The order of priority of usage in paragraph 10.g. applies.

5. Mobile Crane Services

The HS Contractor shall provide mobile crane services (shore crane) with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each mobile crane ordered.

Crane services under this Line Item are for land cranes only. Floating cranes are to be provided and billed under Line Item XX20 procedures if required.

6. Forklift Services

The HS Contractor shall provide forklift services with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. Upon the Supply Officer's request, the HS Contractor shall provide information concerning forklift/lifting capacity. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered.

e. LINE ITEM XX05 – SHIP MOVEMENT SERVICES

1. The HS Contractor shall arrange pilots, tugs, and line handlers as ordered. The HS Contractor shall coordinate with port authorities, as necessary, to ensure that the services are available at the times requested. It should be noted that the port authority or other authorized sources provide these services, and are, therefore, to be priced in accordance with current tariff rates.

2. The HS Contractor shall provide tugs to bring ships to and from berthing locations. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

3. Only if pilots, tugs, or line handlers are not available through the port authority, the HS Contractor shall use commercially available sources and priced in accordance with the unit quantities indentified in the pricing schedule (LINE ITEM XX05AA, XX05AC, XX05AD and XX05AG).

f. LINE ITEM XX06 – WATER FERRY/TAXI SERVICES

1. The HS Contractor shall provide water taxis to transfer ship personnel to and from the ship and the fleet landing in accordance with Attachment 16 - Water Taxi Specifications. At the commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule. The HS Contractor shall provide water taxi service when the vessel is expected to be at anchorage for twenty-four (24) hours or more. Water taxi service shall be always available, with the exception of inclement weather, during the two (2) one-hour meal breaks and during refueling. At the commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule.

2. The hourly rate for taxi water service shall include a minimum of two (2) qualified operators (a driver and one other operator), any other helpers or crew members required by local authorities, all insurance, fuel, holiday surcharges, overtime, and other operating expenses. Operator qualifications are set forth in paragraph (16) below.

3. Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the ship. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection. The HS Contractor shall be entitled to a six (6) hour minimum rental fee in cases where actual usage is less than 6 hours (per order).

4. Deleted

5. If the HS Contractor cannot provide the size of water taxi ordered, the HS Contractor shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event the ship will be charged for the size of the water taxi ordered. For example, if one (1) 250-pax water taxi is ordered and is not available, then two (2) 125-pax water taxis shall be provided for the rate of one (1) 250-pax water taxi if acceptable to the Ordering Officer.

6. The HS Contractor shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the port or the country in which the port is located. Apart from compliance with local laws and regulations, the HS Contractor shall meet all additional requirements as set forth throughout the PWS. Water taxi shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, and fitted for service required. Further, water taxi shall be in a clean condition when presented for service and shall be free of debris. The water taxi shall be sufficiently clean so as not to soil passengers, their clothing, or possessions with dirt, grease, oil, or other matter. If the water taxi does not meet the requirements of this paragraph as determined by the Ordering Officer, the U.S. Government shall have the right to reject the water taxi for performance of services.

7. The HS Contractor shall ensure that all water taxis are fully licensed, registered, and insured, including adequate liability insurance, in accordance with local laws and regulations.

8. Each water taxi shall be equipped with at least one clean and serviceable life jacket for each passenger and crewmember, and all jackets shall be stowed in a readily accessible place.

9. Except as otherwise specified herein, the service shall include all equipment needed to transport personnel between the vessel anchored in the outer harbor, or in the inner harbor, fleet landing, or any designated pier or berth within the port. If it becomes necessary to change the landing point of the water taxi (pier or berth) within the port, the HS Contractor shall dock at the new landing point. In the event this occurs, it will be considered to be a “Change” to the contract. Any entitlement to and any amounts of additional or reduced charges shall be determined pursuant to the clause entitled “Changes” that is part of Contract Terms and Conditions – Commercial Items (FAR52.212-4)”.

10. All water taxis used by the HS Contractor shall provide overhead covering.

11. Before the commencement of any services under this contract, the HS Contractor shall make the water taxi available to the Ordering Vessel's Commanding Officer or designated representative for inspection.

12. The following information shall be conspicuously posted in English and the language of the country in which the port is located:

    a. Current operator's/captain's license.
    b. Passenger/weight capacity limits notice.
    c. Location of life jackets and other life saving equipment.
    d. Location of all exits indicated in large letters.
    e. Emergency procedures.

13. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

14. 'Adverse weather' conditions are weather conditions in which operations of water taxis are unsafe for passengers and shall be determined by the Commanding Officer, Command Duty Officer, Operations Officer, Officer of the Deck, or local port authority. Operation of the water taxi shall be in a safe and seaworthy manner. Operation of water taxis is not allowed under adverse weather conditions.

15. The consumption of alcoholic beverages shall not be permitted aboard the water taxi.

16. Operator Qualifications: All personnel or employees of the HS Contractor operating water taxis, shall have all certification required and issued by the law of the country in which the port is located for the operation of the type, class, or size of water taxi being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the water taxis are to be operated to ensure the water taxis are operated in a safe and seaworthy manner. At least one operator on each boat must speak English. The HS Contractor is required to provide a minimum of two (2) qualified operators for each water taxi at all times.

17. Security: During the term of this contract, the ship(s) to be serviced will provide adequate and sufficient security personnel for maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the ship's Commanding Officer or designated representative. When such naval personnel are embarked in a HS Contractor-operated water taxi, he will be responsible for the good order and discipline of naval personnel.
18. In the event of a water taxi breakdown, immediately prior to, or during a trip, the HS Contractor shall immediately provide a replacement water taxi that complies in all respects with this contract, at no additional cost to the U.S. Government. If a water taxi is not operable when required under this contract, the HS Contractor shall immediately provide at no additional expense to the U.S. Government, a replacement water taxi which complies in all respects with this contract.

19. Any personal articles or items found on the water taxi after completion of each trip shall be turned over to the ship's Security Officer or his direct representative.

20. To verify a claim by the HS Contractor for any damage or destruction caused by the U.S. Government, it shall be the responsibility of the HS Contractor to ensure that the water taxi is jointly inspected before and after each trip by the HS Contractor and an authorized representative of the U.S. Government.

21. When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

22. Inspection and acceptance criteria for water taxi services. The Commanding Officer or his designated representative of the ARMY/USS/USNS/USCG ship shall inspect and accept all liberty boats/water taxis prior to transporting any personnel. Each order for liberty boat/water taxi services is made on the basis that the request is to be considered a final order/obligation of the US Government only after each water taxi has been inspected and accepted by the ship's representative. The ship's Commanding Officer is solely responsible for the safety of his crew and the subsequent acceptance of liberty boat/water taxi services. Upon ships, Commanding Officer's security personnel can inspect the water taxi's personnel. The following features or components may be inspected prior to acceptance.

    a. HULL
        i. Watertight integrity of weather decks, bulkheads, watertight closures and interior hull structure.
        ii. Superstructure (including masts and stacks).
        iii. Railings, bulwarks and their attachment to hull, especially guardrails and lifelines.
        iv. Provisions for drainage of seawater from exposed decks.

    b. MACHINERY
        i. Main propulsion and auxiliary machinery essential to operation of craft.
        ii. Sea and bulkhead closure valves.
        iii. Bilge suction strainers and dewatering systems bilge pumps to be tested by operation.
        iv. Bilges free of flammable liquids.

    c. ELECTRICAL
        i. Cables.
        ii. Navigation, deck and emergency lighting.
        iii. Rotating electrical machinery, e.g., generators and motors.
        iv. Storage batteries.

    d. LIFESAVING EQUIPMENT
        i. Life preservers sufficient number for maximum capacity of craft, accessible and in satisfactory condition.
        ii. Life raft(s) and hydrostatic release (where applicable) sufficient for maximum capacity.
        iii. First aid kits, life rings and distress lights.
        iv. Distress signaling devices.

    e. FIRE FIGHTING EQUIPMENT
        i. Fire pump subject fire hose to fire pump pressure.
        ii. Portable fire extinguishers.
        iii. Fixed systems, e.g., CO2 cylinders

    f. STEERING APPARATUS

    g. MTSC SYSTEMS AND EQUIPMENT
        i. Harbor charts.
        ii. Ground tackle and mooring lines.
        iii. Whistle/fog horn, bell.
        iv. Compass.
        v. Radar.
        vi. 2 way radio capable of bridge to bridge communications.
        vii. Current licenses.

23. In the event the U.S. Government rejects a water taxi, the U.S. Government shall not be liable for any costs the HS Contractor incurs in presenting said water taxi for inspection.

24. The HS Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for U.S. Government review and inspection.

g. LINE ITEM XX07 - GENERAL CHARTER & HIRE ITEMS

YOKOHAMA OR COMPARABLE TYPE FENDERS

1. The HS Contractor shall furnish Yokohama or comparable type fenders for all classes of ships in accordance with the Schedule of Supplies and Services. Fender size is not specified as this is a performance based service. Fenders provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX07AC). The fenders quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee PER Yokohama or comparable type fender, and there is another SUBLINE ITEM for all costs associated with installation, and removal of one fender, as well as round trip costs associated with transport of the fender from another port, if required.

2. Rental is on a daily(24-hour) basis, per fender. Installation, removal, and transportation are charged as a "lot" per fender. The HS Contractor shall be responsible for securing the fenders to the pier.

3. The HS Contractor shall provide fenders with a minimum of two (2) mooring lines.

4. Fenders shall be provided free of charge by Royal Navy Liaison Office (RNLO) in Sembawang port to ships berthed at piers 5,6, and 7.

5. Sub lot line item XX07AH is applicable only to submarine fenders. Sub lot line item XX07AB shall be used for all other class 1 vessels. Recognizing that mobilization/demobilization costs for submarine fenders (XX07AH) vary significantly from those of other type fenders, transportation charges for submarine fenders shall not be subject to the quoted transportation charges of XX07AG. Instead, all transportation, storage, setup, mobilization and demobilization charges associated with submarine fenders (XX07AH) shall be included in the quoted price of this sub lot line item.

INTERPRETER SERVICES

The HS Contractor shall provide interpreter services when ordered. The interpreter shall be fluent in both spoken and written local language and English.

OILY WASTE REMOVAL

1. Oily Waste is defined as any liquid petroleum product mixed with wastewater and/or oil in any amounts, which, if discharged overboard, would cause or show sheen on the water. The HS Contractor shall dispose of any combination of oily waste and grey water as oily waste.

2. Oily Waste is measured by Cubic Meter (1CM = 264.2 Gallons). The HS Contractor shall submit, as an attachment to the invoices for disposal services, a document verifying the quantity collected and the name of the disposal plant where the oily waste have been or will be disposed. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from the ship.

3. The HS Contractor shall comply with the environmental requirements of each country where oily waste is disposed and shall be liable for any costs incurred as a result of the HS Contractor's failure to comply with such requirements. The HS Contractor shall keep all disposal certificates and shall make them available to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore upon request. If the ship concurs with the volume, the ship will pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped. The HS Contractor will submit a request to NAVSUP Fleet Logistics Center Yokosuka,

Site Singapore for the difference, accompanied by disposal certificates. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore will investigate and resolve the issue, and will arrange for the ship to pay any amounts determined to be due.

4. Oily Waste Removal involves the collection of Oil and Aggregate Water generated by the ships. The requiring vessel will pump this waste into HS Contractor-provided tanks or barges. The HS Contractor shall provide all equipment and facilities required to remove oily waste, including hoses and connections compatible with the ship being serviced. The HS Contractor shall provide hoses of sufficient length from equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

5. In all cases when a ship orders oily waste disposal services, the HS Contractor shall invoice and will be paid the contract schedule's minimum daily quantity of 60 CM for providing the disposal services, even if the oily waste quantity pumped and disposed that day is less than the 60 CM minimum quantity. Payments over the minimum daily quantity of 60 CM shall be for the amount of oily waste cubic meters removed at the appropriate per CM rate in the schedule. The HS Contractor shall not invoice any charge (either the daily minimum or the additional per CM rate) for ships that do not order disposal services.

6. In the event the HS Contractor subcontracts oily waste disposal, the HS Contractor shall be liable for any costs incurred as a result of the disposal operator's failure to comply with local requirements.

7. The HS Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed. The Government reserves the right to independently verify the volume of discharge using certified flow measuring devices.

8. When removal is done via barge, the HS Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

PRATIQUE/AGRICULTURAL SERVICES

The HS Contractor shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

PORT DUES

1. In some countries, the port authority or concessionaire charges port dues to the visiting ship. The port dues may be based on the length or based on the gross tonnage of the ship. Only 'FINAL' invoices will be accepted for payment.

2. Attachment (19) of the solicitation lists some of the unclassified agreements. However, this is not a complete list of all the relevant countries.

3. Clause OC-10, titled Host Country Agreements, outlines the limitation of the U.S. Government to pay for certain port dues, fees, or use fees.

4. Sub lot line items XX07AS and XX07AT are intended to provide a suitable landing area for ship's boats or water taxis, when ordered. items XX07AS and XX07AT are also intended to provide a suitable area, adjacent to the ship berth or water taxi point of debarkation, for placement and operation of the fleet landing lot items ordered under lot line item XX03. The fleet landing sub lot line items are detailed in the PWS paragraph c.2.

5. Sub lot line items XX07AQ, XX07AS, XX07AX, and XX07BA shall only be used when the port is not publicly owned/operated.

STEVEDORE SERVICES

The HS Contractor shall provide stevedores for general labor. Billing shall be at the hourly rate for worker.

BREASTING BARGES

1. The HS Contractor shall furnish camels in accordance with the Schedule of Supplies and Services. The camels shall be flat surface platforms to be placed alongside the pier and sufficiently capable of breasting the ship away from the pier or from other ships.

2. The HS Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3. The HS Contractor shall place additional fenders between the breasting barge and the ship when requested.

4. Breasting barge size is not specified as this is a performance-based service. The HS Contractor is responsible, as part of its understanding of the requirement, for determining the appropriate barge size for each combination of vessel class and berthing configurations required at each lot. Barges provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX07BF). The barges quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee for the barge, and there is another SUBLINE ITEM for all costs associated with installation, and removal of the barge, as well as round trip costs associated with transport of the barge from another port, if required.

5. Rental is on a daily (24-hour) basis, per barge. Installation, removal, and transportation are charged as a "lot" per barge.

LANDING BARGES

1. The HS Contractor shall furnish landing barges (i.e. pontoons) in accordance with the Schedule of Supplies and Services. The landing barges shall be flat surface barges for positioning at the stern or side of the vessel to serve as a loading/unloading platform for water taxi personnel or cargo; they shall not interfere with the operations of the ships' elevators or other equipment. Although landing barges are primarily used for class IV and V vessels, they may be ordered for use with any class vessel.

2. Landing barge size is not specified as this is a performance-based service. The HS Contractor is responsible, as part of its understanding of the requirement, for determining the appropriate barge size for each combination of vessel class and berthing configurations required at each lot. Barges provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX07BN). The barges quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee for the barge, and there is another SUBLINE ITEM for all costs associated with installation, and removal of the barge, as well as round trip costs associated with transport of the barge from another port, if required.

3. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

4. Rental is on a daily (24-hour) basis, per barge. Installation, removal, and transportation are charged as a "lot" per barge.

h. LINE ITEM XX08 - COLLECTION, HOLDING, AND TRANSFER (CHT)

1. The HS Contractor is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships throughout the area covered by this contract. The HS Contractor shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The HS Contractor shall be responsible for the supervision of the collection, transportation and disposal services to avoid any overflow of waste on the barge and at the pier. Services shall commence upon ship's arrival whether, at anchor or pierside. The HS Contractor shall pre-position CHT barges, when necessary, in accordance with force protection or other requirements.

2. The HS Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3. The HS Contractor shall remove sewage from the ship in HS Contractor-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

4. The HS Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT. The Government reserves the right to use its own metering device to verify measurement of sewage discharge. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from the ship.

5. The HS Contractor shall provide CHT hoses of sufficient length from HS Contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6. The HS Contractor shall properly dispose of all sewage. CHT collection, removal and disposal shall be priced based on the following conditions:

    a. (XX08AA) – CHT BY TRUCK: The husbanding HS Contractor shall provide services when the visiting ship is at pierside.

    b. (XX08AB) – CHT BY BARGE: The husbanding HS Contractor shall provide services when the visiting ship is at anchorage or the port authority has issued a directive stating that service must be performed by barge or the barge has been ordered by the ship. The HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

7. The CHT service shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the contractor

shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT.

8. The HS Contractor will be guaranteed a minimum daily quantity of 60 cubic meters for providing these services even if the actual cubic meters of CHT removed is lower than 60 cubic meters. Note: 264.2 gallons = 1 CM (cubic meter).

9. The HS Contractor shall submit, as an attachment to the invoices, a document (certified by the ship's personnel) that indicates the quantity collected and the name of the disposal plant where the CHT will be disposed. The Government reserves the right to independently verify the actual volume of CHT discharged using a certified flow measuring device.

10. The HS Contractor shall request the ship's personnel to verify all removal figures at time of CHT collection. The HS Contractor shall follow any environmental regulations required by each country. If the ship concurs with the volume, the ship will pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped or 60 cubic meters per day, whichever is greater. The HS Contractor shall submit a request to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore for the difference, accompanied by disposal certificates. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore will investigate and arrange for payment of any additional amounts that are determined to be due.

11. The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the HS Contractor's report in writing. The HS Contractor is also responsible to keep all disposal certificates and shall make them available to Contracting Officer upon request.

12. In addition, the following applies specifically to Lot 20, Hong Kong:

    The HS Contractor shall discharge all CHT collected from the ship to the Hong Kong SAR Government designated discharging location. The prices for lot line item 2008AA and 2008AB on the Attachment 2 schedules shall be understood to require all the Collection Holding Transfer Sewage Removal and Disposal services described under this Performance Work Statement paragraph 11.h. but for the actual disposal/discharge costs. The disposal/discharge costs will be separately paid as a port tariff item.

i. LINE ITEM XX09 - FRESH POTABLE WATER

Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

1. Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See Attachment #18.

2. Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

    a. These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at these websites: http://www.epa.gov/OGWDW and http://www.tdh.state.tx.us/bfds. The HS Contractor shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

    b. The HS Contractor shall provide for the delivery of fresh potable water to the ships as ordered. The HS Contractor shall be paid for the amount of water ordered by the vessel. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, CERTIFIED METERING DEVICES.

c. Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraphs (2)(a) and (2)(b) above. If the water source does not meet the requirements of potable water, the HS Contractor shall be required to provide water from an alternate approved source at no increase in the contract price.

d. Potable water pierside shall be delivered by pipeline if available. If pipeline is not available, potable water pierside shall be delivered by truck or barge and the ship will be charged in accordance with SUBLINE ITEM XX09AB. If a vessel is at anchorage SUBLINE ITEM XX09AF applies.

3. The HS Contractor shall be paid based on the ACTUAL METRIC TONS of potable water received on the ship. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities provided to the ship.

4. If potable water delivery is via barge, the HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position water Barges, when necessary, in accordance with Force protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

5. For ships at anchorage, the HS Contractor shall provide potable water at the times agreed to by the HS Contractor and Supply Officer. The daily frequency shall be as follows:

SHIP CLASS	DAILY FREQUENCY
I, IA, IB	1
II, III	2
IV and V	Continuously Via Dedicated Barge when permitted

6. LLIN XX09AF shall be billed in cases where use of a potable water barge is required (either pierside or at anchorage) and where LLIN XX09AB or XX09AC is either not pre-priced or not available from the PT provider at the lot location. LLIN XX09AF may also be billed when the service level required exceeds the frequency specified in paragraph 5 above. Charter, mobilization, demobilization, and setup are included in the unit price of LLIN XX09AF.

7. **BOTTLED POTABLE WATER -** The HS Contractor shall provide for the furnishing of fresh, potable water in bottles. The husbanding Contractor is responsible for ensuring that the U.S. Army Veterinary has approved the products recommended to the ship's Supply Officer. Information on how to request and obtain sanitary inspection is provided as Attachment #17. The minimum order quantity for this line item is 100 liters.

j. LINE ITEM XX10 – SHIP'S UTILITY SERVICES

OIL BOOMS

The HS Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom. Billing for LINE ITEMs XX10AA and XX10AB shall be per meter. For example, a 300-meter oil boom would be billed at 300 meters per day.

Oil Booms are intended to act as a precautionary measure in case of inadvertent leakage from equipment otherwise in sound operating equipment. Oil booms are also intended to mitigate the environmental damages that may otherwise result from inadvertent leakage. The HS Contractor shall notify the Ordering Activity, upon receipt of a

LOGREQ request, if deployment of an oil boom at the proposed mooring location is contrary to host nation or port authority regulation so that the order for the oil boom service can be cancelled. Cleanup and disposal of oil is a port authority function. If the HSP incurs charges for these services, they shall be billed as port tariff items on a reimbursable basis.

SHORE POWER (INCLUDES CABLES, CONNECTION, FUEL, AND OPERATORS) 450-480V, 60 HZ

The HS Contractor shall provide shore power to the ship using a port-provided, permanent connection system or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels. The HS Contractor shall provide all cables and make all power connections between the generator and ship. The availability of shore power shall be in accordance with the schedule established by the ship.

Sub Lot Line Items XX10AC, XX10AD, and XX10AE are to be used only if/when shore power provided by port authorities is, for any reason, not available or inadequate.

SHORE STEAM

The HS Contractor shall provide shore steam to the ship. This sub lot line item is performance-based. Shore steam provided to the ship may be provided by any means (boiler or generator) so long as the pressure of steam delivered to the vessel is approximately 100 PSI (standard commercial pressure) and of acceptable quality for the vessel. Pricing for provision of shore steam shall be on a TBD basis and should include the boiler or generator, fuel for the generator, mobilization/demobilization, hoses, and adapters appropriate to the vessel type, and water (where required) for the generator or boiler. This item shall be billed on a daily basis.

k. LINE ITEM XX11 – LAND TRANSPORTATION (PERSONNEL) SERVICES

1. GENERAL REQUIREMENTS :

   a. All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured (including adequate passenger liability insurance). The HS Contractor is responsible for delivering all cargo and personnel to the correct location on schedule.
   b. Deleted

   c. The HS Contractor shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government shall have the right to reject the vehicle for performance of services. The HS Contractor shall ensure that each vehicle is jointly inspected before and after a trip by the HS Contractor and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

   d. If a vehicle is not operable when required under this contract, the HS Contractor shall provide, at no additional expense to the U.S. Government, a replacement vehicle within three (3) hours that complies in all respects with this contract.

   e. All vehicles shall include drivers.

2. BUS SERVICE

   a. The HS Contractor shall provide air-conditioned bus services on an hourly rate basis and bill under LINE ITEM XX11AA. The hourly rate shall include one driver or operator, any additional helpers or crew

required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

b. The HS Contractor shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition when presented for service and shall be free of debris. The bus shall be sufficiently clean so as not to soil passengers, their clothing or possessions with dirt, grease, oil, or other matter.

c. In the event of a bus breakdown, the HS Contractor shall provide within two hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

d. Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's Ordering Officer.

e. The HS Contractor shall be responsible for ensuring that the HS Contractor and an authorized representative of the U.S. Government jointly inspect before and after a trip each bus. The U.S. Government will not consider any claim for damage to a bus, which has not been inspected.

f. The minimum bus capacity shall be 40 passengers.

g. A minimum daily price of four (4) continuous hours shall apply for each bus ordered less any time associated with bus breakdown or getting lost.

h. Drivers must be familiar with the area, have an appropriate driver license, and speak English. In the event the driver is unable to speak English, the contractor shall furnish an English speaking rider on the bus.

3. VEHICLE RENTAL SERVICE

a. Vehicle Specifications, Maintenance, and Malfunctions

(i) The HS Contractor shall furnish "new" air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations.

Sedans or SUVs shall have a minimum capacity of four (4) passengers and 1600cc engine.

In the event a "new" vehicle is not available in certain countries, the contractor shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. Vehicles shall be priced on a daily rate, except as noted below. They shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full. The prices for vehicles rented are based upon an assumption that the vehicles will be returned with an empty tank of gas. Therefore ships will be charged for a full tank of gasoline at the time of rental. There shall be no surcharge applied to the commercial price of the fuel. Vehicles can be returned with any amount of gasoline. Ships shall not be responsible for returning the vehicle with a full tank of fuel, and the HS Contractor shall not be obligated to credit the ship for the remaining fuel.

(ii) The HS Contractor shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and be responsible for all emergency repairs and services.

(iii) Should any vehicle break down while in the U.S. Government's possession, the HS Contractor shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than three (3) hours later. The replacement shall take place either at the point of breakdown or at the HS

Contractor's office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the HS Contractor's expense. The U.S. Government shall be credited an hourly rate, pro-rated on the daily rate, for the rental cost between breakdown and vehicle replacement.

b. Substitution of Vehicles

(i) If the HS Contractor does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the HS Contractor shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group B car is ordered but unavailable, and if no other Group B vehicle is available, the HS Contractor shall furnish a higher group vehicle at the price listed for the Group B vehicle originally ordered.
(ii) In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

c. General Description of Vehicle Types

(i) The vehicles shall meet the general description set out below:

Medium-size Sedan (Group “B”): 2 - 4 doors; 4 - 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Passenger Van (Group “M”): 9-passenger capacity; air conditioning; minimum 2000cc engine (except for Hong Kong where capacity is 7 passenger).

Cargo Van (Group “X”): 12 Cubic Meter volume capacity, air conditioning; minimum 2000cc engine.

Executive Sedan with Driver (Group “E”): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan. This group requires an executive sedan and shall be provided with a driver. Drivers must be familiar with local area, and must speak English. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. No individual driver shall be required to drive more than 8 hours. Drivers must not have been driving within the previous 8 hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the daily rate, with the HS Contractor entitled to a minimum charge of 4 hours. The HS Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations by the provided driver. The daily rate shall be inclusive of the first 250 kilometers per day, all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals. The U.S. Government will reimburse the HS Contractor for additional costs in two cases: for highway tolls, and for the driver’s overnight accommodation up to $120.00 or equivalent local currency, when required by U.S. Government business such as travel to another city, and upon presentation of an original invoice (using the online pricing application).

15-Passenger Buses with Driver (Group “Z”): All requirements concerning the rental of a vehicle with the driver described above in the “Executive Sedan with Driver” shall apply to this paragraph also.

d. Insurance and Liability.

(i) The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below.

(ii) The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

(iii) The HS Contractor and any Subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the HS Contractor, its subcontractors, its agents, or employees.

(iv) The HS Contractor shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The HS Contractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

(v) Paragraph (iv) shall not be construed as limiting the HS Contractor's liability to the amounts of the required minimum insurance coverage specified therein.

e. Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations.

f. Mileage and Deposit Charges. There are no mileage or deposit charges for the vehicles rented under this contract for all mileage travelled within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity's needs. The HS Contractor shall be entitled to an additional half days' rental fee at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

g. Time Periods of Rental. Rental time shall begin once the vehicle and driver are available for use alongside the Ordering Activity. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than 8 hours straight. Drivers must not have been driving within the previous 8 hours.

I. LINE ITEM XX12 - TELEPHONE SERVICES AND COMMUNICATION EQUIPMENT

1. Landlines (LINE ITEM XX12AA): Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Installation charges shall be inclusive of all costs for installation and removal of landlines. Usage charges and port tariff fees associated with landline connections (LINE ITEM XX12AB) will be the actual charges computed in accordance with the local or national tariff.

2. Cellular Telephone Services (LINE ITEM XX12AC): Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under LINE ITEM XX28AC. The HS Contractor shall have readily available a minimum of 10 cellular telephones at a given time. Each mobile phone provided shall include an operating manual/instruction with published rates for usage. Airtime for mobile phones shall be included under LINE ITEM XX12AD. Usage charges associated with mobile phones (LINE ITEM XX12AD) will be the actual charges computed in accordance with the local or national tariff.

3. The HS Contractor shall provide pre-paid International Calling Cards for official use (LINE ITEM XX12AE).

4. SIM cards with prepaid airtime shall be provided where the ship or operating unit has mobile phones and desires only SIM cards for use in the specific port area. SIM cards provided under LINE ITEM XX28AF shall

include activation of the SIM card. HS Contractors shall not be obligated to provide quantities of sub lot line item XX12AF in excess of quantities permitted by host nation law or regulation.

5. PWS paragraph 9.h. details the priority in providers to MWR support to Ordering Activities. Calling cards ordered under sub lot line item XX12AE shall be billed in the denomination of the card, adjusted to USD using the OANDA exchange rate for the date of the order as outlined in the PWS paragraph 9.f. without additional markup or fee.

m. LINE ITEM XX13, XX14 AND XX15 - FORCE PROTECTION BARRIERS/PERSONNEL/SUPPLIES

1. Heightened Vigilance: The HS Contractor shall be alert at all times in order to contribute to the protection of the ship and its crew. The HS Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The HS Contractor shall report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

2. The HS Contractor shall fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the HS Contractor shall identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the HS Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The HS Contractor shall arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

3. Contractor/Subcontractor Identification: The HS Contractor shall identify how contractor and subcontractor personnel will be recognizable to ship's personnel. This may be accomplished by a combination of picture ID, badges, uniforms, access lists, etc. The HS Contractor shall also identify how support vehicles/vessels will be marked so that they are readily identifiable to ATFP/ship's personnel.

4. See Attachments 7, 12, 13, and 14 for specific Force Protection requirements and procedures.

n. LINE ITEM XX16 – AIRPORT/CARGO & MATERIAL HANDLING (PORT HANDLING COSTS)

1. The HS Contractor shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

2. The HS Contractor shall use counter-to-counter delivery and charge by each Bill of Lading. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

3. Shipping documents shall be labeled "SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HS Contractor.

4. The HS Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel. The HS Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

5. The HS Contractor shall receive the package from the ship and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

6. The HS Contractor shall deliver the package to the ship the day of arrival in port or the following morning. The HS Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

7. The HS Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HS Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

PAINT FLOAT

The paint float shall be no less than 5M in length but, in all cases, large enough to provide a safe and stable working platform for the occupants. Scaffolding may be of any height less than 3.5M from the deck, so as to provide a working platform at least 4M from the waterline. The paint float shall be equipped with suitable self-fendering to prevent damage to the ship. The price of these fenders shall be included in the quoted price of the paint float. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. Rails shall be no less than 1M from the working platform. The working platform shall be equipped with anchor points for harnessing. The Ordering Activity shall be responsible for providing safety harnesses, for obtaining permission from local authorities prior to all work on the paint float, and for cleanup/disposal of all hazardous material generated or released outside the paint float. The HSP shall notify the Ordering Activity of local regulatory requirements concerning paint floats, assist the Ordering Activity in submitting requests and passing required documentation to the local authority where permission is required to work on the paint float, and arrange for required cleaning of the paint float upon return. The ordering activity is responsible for securing the paint float from the time custody has been transferred to them until returned to the HSP or the ship departs, whichever is earlier.

LIGHT TRUCKS (LOT LINE ITEM XX16AB)

a. The HS Contractor shall provide covered, lockable trucks with a driver to load/off load cargo and mail. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and offloading.

b. The HS Contractor shall be responsible for security and prevent loss/damage/destruction of cargo and mail.

c. The HS Contractor shall return all items left in rental vehicles to the ship's Ordering Officer.

d. The HS Contractor shall obtain written acknowledgement of vehicle service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

e. The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cost, except where the loss or damage is cost by the willful and wanton negligence of the U.S. Government employee.

f. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than eight (8) hours. Drivers must not have been driving within the previous eight (8) hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the daily rate, with the HS Contractor entitled to a minimum charge of four (4) hours. The HS

Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. The daily rate shall be inclusive of all mileage travelled within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor) , all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals.

g. The HS Contractor shall provide vehicle service with qualified drivers for official government business.

h. The HS Contractor shall provide one-way transfer vehicles with drivers to transfer cargo between a designated pick-up point and a specified destination within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity's needs. The HS Contractor shall be entitled to an additional half days' rental fee at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

i. The HS Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

j. The HS Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

k. If the unit of issue is by "Day", then the rental period shall constitutes 24 hours.

MANLIFT (WITHOUT OPERATOR)

The HS Contractor shall provide a manlift (without operator) and a full fuel tank. The HS Contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning. The HS Contractor shall conduct training on safety and operating procedures for ship personnel. The HS Contractor shall maintain documentation of ship personnel acknowledgement of the training.

o. LINE ITEM XX17 - PROVISIONS

(1) Provisions

Note: Orders for fuel and provisions are primarily ordered under other U.S. Government contracts. Use of these contracts for fuel and provisions (eg. DESC fuel contracts and DSCP-Pacific provisions contracts) is mandatory when available. If U.S. Government contracts are either unavailable or cannot make delivery within ship scheduling constraints the HS Contractor must receive prior permission from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer before providing these services to the ship, including mobilization. When requested by the ship, the HS Contractor shall pass these orders to the other U.S. Government Contractors involved. The ship's Supply Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may award contracts or purchase orders for these non-priced items to other U.S. Government contracts.

a. When requested by a ship, the husbanding HS Contractor shall assist in arranging for the timely provision of subsistence items. LINE ITEMs XX17AA through XX17AC identify the fees that will be paid the HS Contractor for arranging subsistence items. FFV shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using night soil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. Bread and Eggs must be in accordance with Attachment #11. The husbanding services HS Contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and local currency; and total price in U.S. dollars and local currency as indicated in the "INVOICING AND PAYMENT CLAUSE". (Example: 10 pounds tomatoes @ 2,50 euro/$1.00 USD per Pound = 25,00

Euro/$10.00 USD). Any delivery charges shall be shown separately. The HS Contractor shall use the conversation rate to convert Kilogram (KG) into US pounds (LB) is: 1 KG = 2.2046 LB.

b. If the total cost of FF&V and subsistence items ordered and received by a ship under this contract exceeds $10,000.00 for a port visit, the HS Contractor shall submit a report via e-mail to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the HS Contractor shall provide copies of all quotes obtained. This report is in addition to the LogSSR report.

c. The husbanding HS Contractor shall ensure that the sources recommended to the ships Supply Officer for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement.

d. Information on how to request and obtain sanitary inspection by the U.S. Government is provided as Attachment #17.

e. The HS Contractor shall retain documentation of inspection of sources recommended or selected as suppliers of subsistence items. Under no circumstances shall the HS Contractor recommend or offer for acceptance subsistence items from non-approved sources.

f. All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

g. The fee specified in sub lot line item XX17AA has a unit of issue of 'EA' (each). This fee is for the arrangement of one line item of provisions, not for a quantity of one provision. For example, if one provisions order contained ten different line items and a quantity of five for each line item, the HS Contractor would be entitled to bill under sub lot line item XX17AA for a quantity of ten with a unit of issue 'EA'.

p. LINE ITEMS XX18 - FUEL

1. Orders for fuel and provisions are primarily ordered under other U.S. Government contracts. Use of these contracts for fuel and provisions (eg. DESC fuel contracts and DSCP-Pacific provisions contracts) is mandatory when available. If U.S. Government contracts are either unavailable or cannot make delivery within ship scheduling constraints the HS Contractor must receive prior permission from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer before providing these services to the ship, including mobilization. When requested by the ship, the HS Contractor shall pass these orders to the other U.S. Government Contractors involved. The ship's Supply Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may award contracts or purchase orders for these non-priced items to other U.S. Government contracts.

2. Other procedures apply as follows:

(a) Fuel (MGO/F76)

(i) Ships may order fuel, as described in paragraph 1 above, with the assistance of the HS Contractor. The HS Contractor shall advise the Supply Officer of available bunkers, or existing fuel contracts issued by Defense Energy Support Center (DESC) or Navy Operational Logistics Support Center. If requested by the Supply Officer, the HS Contractor shall pass fuel orders to the appropriate fuel supplier, and will coordinate delivery. The DESC Overseas Ships' Bunkers Contract Bulletin SP0600-

02-0013 may be accessed at http://www.desc.dla.mil/DCM/DCMPage.asp?PageID=227 . Disagreements between any DESC Contractor and the HS Contractor shall be forwarded to the DESC Contracting Officer through Logistic Supply Center Fuel Manager specified at the time of award for each region. HS Contractors who buy fuel through other than government sources when available without express authority in writing from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer do so at their own risk. If the HS Contractor is authorized to provide fuel, U.S. Government shall not reimburse the HS Contractor for more than what the U.S. Government cost through approved DESC contracts would have been unless authorized by the Contracting Officer. The HS Contractor is required to provide any security vetting for DESC contractors in order to facilitate performance.

(ii) In the event that no U.S. Government or foreign Government owned bunker is available, or no DESC or NPO available contracts meets a ship's fuel requirement, or as directed in writing by the Contracting Officer, the HS Contractor shall assist the ship in arranging the procurement of fuel. The HS Contractor shall not provide any fuel or fuel-related service e.g., fuel barge or fuel truck, without first receiving specific advance approval to do so from a NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. This fuel shall be provided in accordance with Attachment # 15. The HS Contractor shall provide a fuel barge or truck to transport fuel to the ship, if required. LINE ITEMs XX18AA through XX18AD identify the fees that will be paid the HS Contractor for arranging fuel requirements. The HS Contractor shall be liable for any costs should the fuel provider fail to properly employ oil spill booms as required by local authorities or fails to comply with any local laws or regulations relating to the provision of fuel. Fuel caught in oil booms will be properly disposed. The HS Contractor shall be liable for any costs should the fuel provider fail to employ properly oil spill booms as required by local authorities or fails to comply with any local laws or regulations relating to the provision of fuel. The HS Contractor shall deliver fuel "free on board" the ship whether at pierside or at anchor. The invoice shall indicate the unit and total price for the fuel and the price for the delivery of fuel to the ship. The contractor shall also include a statement with each invoice entry for fuel purchased from the contractor that identifies who directed it to provide the fuel and the preliminary steps taken by the contractor to ensure that government-owned fuel or fuel from a DESC contract was not available to satisfy the ship's requirement.

(iii) Other than the price specified under LINE ITEM XX18AA Fee for Acquiring Fuel and LINE ITEM XX18AC Fuel Delivery/Other, no additional fees shall be added to the price of LINE ITEM XX18AB Fuel, TBD. The HS Contractor shall be reimbursed at cost for the TBD purchase price of fuel and for delivery without additional markup.

(iv) In recognition of the fact that fuel is sold by weight (metric tons) and by volume (gallons or liters), the HS Contractor shall ensure all United States ships are provided with a fuel invoice and the appropriate customs certification demonstrating the quantity of fuel provided in metric tons and in gallons or liters. In the event that the HS Contractor is ordered to provide fuel, all terms and conditions of the fuel provider shall be provided to the Ordering Officer in the pre-arrival cost estimate or prior to the order being finalized if the fuel services are ordered after the pre-arrival cost estimate has been provided. For example, if a ship places an order for fuel and the fuel provider has a term or condition that requires the full quantity to be pumped into the requiring vessel without return of any fuel to the provider, this condition must be disclosed to the Ordering Officer in the pre-arrival message.

(v) The HS Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier. The cost for all barge inspections will be included in the fee for LINE ITEM XX18AC.

(vi) The HS Contractor shall load the ordered fuel and transport to the ship. The HS Contractor shall transfer the fuel from the fuel barge or truck to the ship. The HS Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

(vii) The HS Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

(viii) Excess Fuel Procedures: Demurrage charges accrue when the entire quantity of fuel ordered cannot be delivered on or before the date and time specified in the fuel order. Demurrage charges do not accrue when fuel cannot be delivered due to the fault of the service provider (e.g. pumping rate of the barge inadequate to deliver fuel within the time specified by the order). See PWS paragraph 3.i. for further details. Pricing of XX18AD is in units of DAY and the compensation covers the daily cost of the barge used to deliver the fuel (regardless of the amount of fuel remaining in the barge). Since the great majority of fueling evolutions are via barge, the price of demurrage by barge should be used vice the demurrage price by truck. All required customs clearances are to be included in item XX18AA, Fee for Acquiring Fuel. If the ship does not offload all of the fuel ordered, the HS Contractor shall store the excess fuel and diligently attempt to sell it as soon as practicable. The HS Contractor shall receive a storage fee (demurrage) for no more than three (3) days. The HS Contractor shall receive a fuel disposal fee on a reimbursable basis upon presentation of vendor invoice for disposal services.

(ix) All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

q. LINE ITEM XX19 – OTHER PORT SERVICES

LOGISTIC SUPPORT TO GOVERNMENT TEAMS

a. Note: This Line Item is for logistics support in connection with ship visits to a port area. U.S. Government teams conduct surveys in a variety of ports in the Region. The U.S. Government may require the assistance of the HS Contractor in the ports to be surveyed.

b. The HS Contractor shall assign an individual to participate in and assist with logistical arrangements for a team that will perform the survey. This team may visit a variety of ports in advance of ships' visits to assess the force protection levels of the port and to perform related functions. The HS Contractor's assistance shall include providing logistical support as requested by the U.S. Government, coordinating access and interviews with local officials, local husbanding services, and support Contractors, coordinating necessary translation services for the team, and assisting in the development of a final assessment report.

c. The HS Contractor shall invoice port surveys at the subsequent day husbanding fee for a Class II ship in the port. In addition, the HS Contractor shall be reimbursed for economy class air transportation and daily per diem rate that includes lodging, meals and other related expenses. The per diem rates shall be those set forth in the Joint Travel Regulation (JTR).

d. Other HS Contractor out-of-pocket expenses related to the service(s) and anticipated by the HS Contractor will be invoiced and reimbursed at cost. The HS Contractor shall submit all receipts, invoices or other valid documents to support the incurred expenses. The HS Contractor shall not pay for hotels, meals, rental vehicles, telephone expenses and any other expenses that the U.S. Government team members may incur and for which they can be reimbursed under their U.S. Government travel orders.

e. If a delivery order with a "Not to Exceed " (NTE) amount is issued for the logistic support services, the HS Contractor shall promptly advise the NAVSUP Fleet Logistics Center Yokosuka or its sites' Contracting Officer and withhold performance if he expects to exceed this amount.

TENT WITH EQUIPMENT FOR SPECIAL EVENTS (INCLUDES TABLES, CHAIRS, LIGHTING AND FANS

The HS Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels. The HS Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills. The HS Contractor shall remove all provided equipment upon completion of services.

r. LINE ITEMS XX20 - INCIDENTALS

1. Incidentals: The HS Contractor shall arrange for incidentals using the Online Pricing Application, as further described in Attachment 8 and paragraph 3(o) above. Incidentals are supplies and services not priced on the Schedule of Supplies and Services or Port Tariff schedule that are within the scope of the contract, and are required during the course of the husbanding visit. Historical examples of items ordered that would be considered incidentals are listed at the bottom of each schedule in Attachment 2. Incidentals shall not exceed $50,000.00 per port visit unless prior permission is granted from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. The HS Contractor shall not be separately or additionally compensated for profit or mark-up on the prices of these items or for any other charges or fees associated with acquiring the supplies or services other than the price the HS Contractor pays its supplier for the supply or service except as the HS Contractor chooses to include allowances for any such profit, charges, or fees in the daily price for the Management Services or as part of the process proposed by the HS Contractor for implementation of the Online Pricing Application methodology for offering incidentals at fair and reasonable prices. The HS Contractor shall arrange for incidentals as described below:

   a. Providing supplies and services. At the request of an Ordering Activity, the HS Contractor shall arrange for incidentals that are within the scope of the contract, are not pre-priced on the Schedule of Supplies and Services (Attachment 2), and are required during the course of the husbanding visit. In cases where sub lot line items do not exist under the corresponding lot line item in some lots, but exist under line items in other lots of the Attachment 2 schedules, the Government reserves the right to order these items within the scope of the contract, if required, as incidentals using the online pricing application. The contractor shall conduct necessary market research, contact potential suppliers, obtain price quotations, and, based on the information, provide an estimated price for the supply or service to the Ordering Activity and the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer using the Online Pricing Application. The HS Contractor shall not provide any incidental supplies or services until the HS Contractor and the Ordering Activity or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer agree on a fair and reasonable price for the supplies or services. For non-priced items with extended price less than $25,000, either the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka or its sites' Contracting Officer may determine if a quoted price is fair and reasonable. For non-priced items with an extended price greater than $25,000, only the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. At that point the Ordering Activity shall issue an order to the HS Contractor directing that it provide the supply or service in support of the husbanding visit at the agreed price. For supplies or services having an extended price (unit price multiplied by quantity) over $3,000, the HS Contractor must provide documentation to the Ordering Activity or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer, via the Online Pricing Application, that it has promoted competition to the maximum extent practicable. If the HS Contractor proposes the use of organic assets (HS Contractor-owned assets) at an extended price (unit price multiplied by quantity) over $3,000, the HS Contractor must additionally provide documentation to the Ordering Activity or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer, via the Online Pricing Application, that the price for use of the organic asset does not exceed the price for locally available assets that could be used to otherwise satisfy the requirement. When proposing to use an organic asset, the HS Contractor shall also provide a commercial pricelist, if available, showing the daily or hourly rates, inclusive of all operational and maintenance costs, that the HS Contractor charges other customers for use of the organic assets. Prices charged to the Government shall not be higher than the price

for the same or similar services provided to other customers. The HS Contractor's use of the Online Pricing Application in accordance with Attachment 8 will be evaluated based on the criteria established in QASP and agreed upon as part of the HS Contractor's proposed process for determining fair and reasonable prices.

b. All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting Officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

c. Incidentals considered within the scope of this contract are defined at the description of contractual scope, paragraph 10.

s. LINE ITEM XX21 – OPERATIONS OTHER THAN WAR

* See attachment (9) PWS OOTW, for specific instructions.

t. LINE ITEM XX22 – COST REPORTING

1) See Attachment (8) PWS Cost Reporting, for specific reporting instructions.
2) All billing and cost reporting shall be made in the units specified in the respective LINE ITEMs.
3) HS Contractor shall enter and report ALL expenditures under this contract (regardless of customer or ordering activity) into LogSSR and all non-priced expenditures other than port tariff (PT) items using the online pricing application in accordance with Attachment (8) PWS Cost Reporting.
4) The pre-arrival cost estimate is part of the Cost Reporting Lot Line Item. Requirements for the pre-arrival cost estimate report are described in Attachment (8).

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00015	14-Mar-2013	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0016
	X	10B. DATED (SEE ITEM 13) 27-Jul-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssnk01138852

1. This modification is issued for the following:
a) To revise Attachment 1, Ships Classifications to include LCS Class I Type vessels.
b) To update the Pricing Schedule which did not include the additional line items from P00013 which was issued on 9 Nov 2012.

2) All Other Terms and Conditions remain unchanged.

"For the purpose of electronic distribution, the modiification signed by Glenn Defense Marine Asia (Pte Ltd) on 15 Mar 2013 is hereby incorporated by reference."

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C) (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 18-Mar-2013

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

ATTACHMENTS

INDEX OF ATTACHMENTS

(1) Ship Types
(2) Schedule of Supplies/Services and Prices
    a. Region 1 – South Asia
    b. Region 2 – Southeast Asia
    c. Region 3 – Australia and the Pacific Islands
    d. Region 4 – East Asia
(3) Historical Data for Ship Visits
(4) Past Performance Matrix
(5) Past Performance Reference Information Sheet
(6) Performance Work Statement (PWS) for Husbanding Services
(7) Performance Work Statement (PWS) for Force Protection
(8) Performance Work Statement (PWS) for Cost Reporting
(9) Performance Work Statement (PWS) for Operations Other Than War (OOTW) and Logistical Support
(10) Quality Assurance Surveillance Plan (QASP)
(11) Quality Assurance for Provisions
(12) Floating Line of Demarcation (FLD) Specifications
(13) Picket Boat Operations and Specifications
(14) Security Guard Operations
(15) Fuel Specifications
(16) Water Taxi Specifications
(17) Request for Sanitary Inspection
(18) National Primary Drinking Water Regulations and Treated Water Quality Standards
(19) Unclassified Host Nation Agreements
(20) Government Material Available for Use

ATTACHMENT 1
SHIP CLASSIFICATIONS (DESCRIPTION OF SHIPS BY CLASS AND TYPE)

SHIP TYPES
U.S. NAVY AND COAST GUARD SHIPS
LISTED BY SCHEDULE PRICING CLASSES

Class I **U.S. Navy**	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew
SSBN 726-743	36(11)	560(171)	42(10)	18,750	155
SSN 21-22	35(11)	353(107)	40(12)	9,297	133
SSN 642	32(10)	425(130)	33(10)	8,382	120
SSN 683, 686	29(9)	300(91)	32(10)	4,715	107
SSN 688, 690, 691, 698-701,705-711, 713-725, 750-773	32(10)	360(110)	33(10)	7,011	129
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45

Class I **U.S. Coast Guard**	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew
WAGB-10-11	28	399	84	13,194	139
WHEC 715-725		378	43	3,250	167
WIX 327		295			200

CLASS I	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew
T-ATF	16(5)	196(60)	39(12)	1,675	24
ATS	15(5)	283(86)	50(15)	3,117	102

Class IA **U.S. Navy**	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew
AGSS 555		152		861	27
PC 2-13	8	170	25	334	28
PC 14	9	179	25	387	28

Class IA **U.S. Coast Guard**	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew
WLM 551-564	8	175	36	845	18
WLM 540		133			24
WPB 1301-1349		110	21	154	16
WPB 87301-87319		87	20		10
WPB 82312, 82333, 82336, 82338-82339, 82342-82344, 82347, 82349, 82352-82353, 82355-82356, 82358, 82360, 82366, 82368, 82372, 82374-82375		82	17	68	10

Class IB **U.S. Navy**	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew
ARS 50-53	17(5)	225(69)	51(16)	3,335	100

MCM 1-14	12(4)	224(68)	39(12)	1,333	84
MHC 51-62	10(3)	188 (57)	36(11)	907	51

Class IB	Draft	Length	Beam	Disp.	Maximum
U.S. Coast Guard	ft(mt)	ft(mt)	ft(mt)	tons	Crew
WMEC 901-913		270			100
WLB 201-205	13	225	46	2,000	40
WMEC 615-630		210	34	1,000	75
WLB 277, 290-291, 297, 301-302, 306-309, 388-389, 392, 394, 395, 397, 401-402, 404-407	13	180	37	1,025	49

Class II	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
CG 47-73	31(10)	567(173)	55(17)	9,754	364
DD 963-973, 975, 977, 978, 980-982, 985, 987-989, 991, 992, 997	29(9)	563(172)	55(17)	10,059	382
DDG 51-78	33(10)	466(142)	59(18)	8,433	323
FFG 8, 9, 12-15, 19, 28, 29, 32, 33, 36-43, 45-61	25(8)	445(134)	45(14)	4,166	300

Class II	**DRAFT FT(MT)**	**LENGTH FT(MT)**	**BEAM FT(MT)**	**DISPLACEMENT TONS**	**MAXIMUM CREW**
AE 21-25	29(9)	512(156)	72(22)	17,500	316
T-AE 26-35	26(8)	564(172)	81(25)	20,500	225
TAF	29(9)	502(153)	72(22)	15,540	200
T-AFS	24(7)	581(177)	79(24)	16,500	225
AO	35(11)	640(195)	86(26)	40,000	300
TAO	35(11)	640(195)	86(26)	40,000	150
AOR	33(10)	659(201)	96(29)	38,100	345

Class III	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
AGF 3	23(7)	522	84(26)	13,634	665
AGF 11	23(7)	569	84(26)	16,405	1,353
AOE 1-4, 6-8, 10	39(12)	793(238)	107(32)	53,850	600
AS 39-40	29(9)	644(193)	85(26)	23,870	1,363
LCC 19-20	27(8)	634(190)	108(32)	19,177	842
LPD 4-10, 12-15	23(7)	570(171)	84(26)	17,273	1,320
LSD 36, 38, 39	19(6)	553(169)	85(26)	14,225	688
LSD 41-48	20(6)	609(186)	84(26)	16,195	515
LSD 49-52	20(6)	609(186)	84(26)	16,977	925

Class IV	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
LHA 1-5	26(8)	820(250)	106(32)	40,032	2,664
LHD 1-6	27(8)	844(254)	106(32)	41,150	3,002

MCS 12	32(10)	602(184)	84(26)	19,915	1,443

Class V	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
CV 63-64	37(11)	1,063(324)	130(40)	82,097	5,630
CVN 65	39(12)	1,101(336)	133(41)	91,038	5,830
CVN 67	37(11)	1,052(316)	130(40)	83,316	5,597
CVN 68-75	39(12)	1,092(333)	134(41)	98,557	5,680

NOTES;

1. Class IA ships are defined as ships up to 179 ft. in length with a maximum crew size of 35.

2. Class IB ships are defined as ships from 180 to 270 ft. in length with a maximum crew size of 100.

3. The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

4. Displacement is expressed in tons and represents fully loaded displacement.

5. The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing. For this reason the variance of the actual number of personnel on the ship may be 40% less than this figure.

6. There may be certain variances between the data in this appendix and the actual configuration of ships deployed. However, such variances will be relatively minor.

7. The above listing was compiled from the Internet websites of the U.S. Navy and U.S. Coast Guard effective July 2000.

GLOSSARY OF TERMS AND ABBREVIATIONS

A.	SHIP AND CRAFT CLASSIFICATIONS
AD	DESTROYER TENDER
AE	AMMUNITION SHIP
AFDB	LARGE AUXILIARY FLOATING DRY DOCK (NON-SELF-PROPELLED)
AFDL	SMALL AUXILIARY FLOATING DRY DOCK (NON-SELF-PROPELLED)
AFDM	MEDIUM AUXILIARY FLOATING DRY DOCK (NON-SELF-PROPELLED)
AFI	AIR FORCE INSTRUCTION
AGF	MISCELLANEOUS COMMAND SHIP
AGMR	MAJOR COMMUNICATIONS RELAY SHIP
AGOR	OCEANOGRAPHIC RESEARCH SHIP
AGP	PATROL CRAFT TENDER
AGS	SURVEYING SHIP
AH	HOSPITAL SHIP
AK	CARGO SHIP
AO	OILER
AOE	FAST COMBAT SUPPORT SHIP
AOR	REPLENISHMENT OILER
AP	TRANSPORT
ARS	SALVAGE SHIP
ARSD	SALVAGE LIFTING SHIP
AS	SUBMARINE TENDER

ASPB	ASSAULT SUPPORT PATROL BOAT
ASR	SUBMARINE RESCUE SHIP
ATA	AUXILIARY OCEAN TUG
ATC	ARMORED TROOP CARRIER
ATF	FLEET OCEAN TUG
ATS	SALVAGE AND RESCUE SHIP
CG	GUIDED MISSLE CRUISER
CGN	GUIDED MISSLE CRUISER (NUCLEAR PROPULSION)
CO	CONTRACTING OFFICER
COR	CONTRACTING OFFICER REPRESENTATIVE
CRAFT	COST REPORTING AND ANALISIS FORCASTING TOOL
CV	ATTACK AIRCRAFT CARRIER
CVN	ATTACK AIRCRAFT CARRIER (NUCLEAR PROPULSION)
CVT	TRAINING AIRCRAFT CARRIER
DBMS	DIRECTOR OF BASE MEDICAL SERVICES
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
DESC	DEFENSE ENERGY SUPPLY CENTER
DEMOB	DEMOBILIZATION
DOD	DEPARTEMENT OF DEFENCE
DAO	DEFENSE ATTACHE OFFICE
FF	FRIGATE
FFG	GUIDED MISSLE FRIGATE
GPM	GALLONS PER MINUTE
LCA	LANDING CRAFT ASSAULT
LCAC	LANDING CRAFT AIR CUSHION
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCU	LANDING CRAFT, UTILITY
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LKA	(EX-AKA) AMPHIBIOUS CARGO SHIP
LPD	AMPHIBIOUS TRANSPORT DOCK
LPH	AMPHIBIOUS ASSAULT SHIP
LSD	DOCK LANDING SHIP
LST	TANK LANDING SHIP
MCS	MINE COUNTERMEASURES SHIP
MHA	MINEHUNTER, AUXILIARY
MHC	MINEHUNTER, COASTAL
MMC	MINELAYER, COASTAL
MMF	MINELAYER, FLEET
MOB	MOBILIZATION
MSC	MILITARY SEALIFT COMMAND
MSO	MINESWEEPER, OCEAN (NONMAGNETIC)
NCIS	NAVAL CRIMINAL INVESTIGATIVE SERVICE
NR	SUBMERSIBLE SEARCH VEHICLE (NUCLEAR PROPULSION)
PBR	RIVER PATROL BOAT
PCH	PATROL CRAFT (HYDROFOIL)
RPC	RIVER PATROL CRAFT
SQM	SQUARE METER
SS	SUBMARINE
SSBN	FLEET BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	SUBMARINE (NUCLEAR PROPULSION)
SUPPO	SUPPLY OFFICER
TAFS	COMBAT STORE SHIP
USA	UNITED STATES ARMY
USAF	UNITED STATES AIR FORCES

USCG	UNITED STATES COST GUARD
USD	UNITED STATES DOLLAR (S)
USG	UNITED STATES GOVERNMENT
USN	UNITED STATES NAVY
USMC	UNITED STATES MARINE CORPS
VDE	VERBAND DER ELEKTROTECHNIK
WAGB	ICEBREAKER (COAST GUARD)
WAGO	OCEANOGRAPHIC CUTTER (COAST GUARD)
WAK	CARGO SHIP (COAST GUARD)
WAT	(OLD DESIGNATION) OCEANGOING TUG (COAST GUARD)
WATA	OCEANGOING TUG (COAST GUARD)
WHEC	(EX-WPG) HIGH ENDURANCE CUTTER (COAST GUARD)
WIX	TRAINING CUTTER (COAST GUARD)
WMEC	(EX-WPC) MEDIUM ENDURANCE CUTTER (COAST GUARD)
WPB	PATROL BOAT (COAST GUARD)
WTR	TRAINING SHIP (COAST GUARD)
WWCRAFT	WORLD WIDE COST REPORTING AND ANALISIS FORCASTING TOOL
X	SUBMERSIBLE CRAFT (SELF-PROPELLED)
YAG	MISCELLANEOUS AUXILIARY (SELF-PROPELLED)
YC	OPEN LIGHTER (NON-SELF-PROPELLED)
YCF	CAR FLOAT (NON-SELF-PROPELLED)
YCV	AIRCRAFT TRANSPORTATION LIGHTER (NON-SELF-PROPELLED)
YD	FLOATING CRANE (NON-SELF-PROPELLED)
YDT	DIVING TENDER (NON-SELF-PROPELLED)
YF	COVERED LIGHTER (SELF-PROPELLED)
YFB	FERRYBOAT OR LAUNCH (SELF PROPELLED)
YFD	YARD FLOATING DRY DOCK (NON-SELF-PROPELLED)
YFN	COVERED LIGHTER (NON-SELF-PROPELLED)
YFNB	LARGE COVERED LIGHTER (NON-SELF-PROPELLED)
YFP	FLOATING POWER BARGE (NON-SELF-PROPELLED)
YP	PATROL CRAFT (SELF-PROPELLED)

Attachment 2 – Schedules (See separate attached regional spreadsheets)

Attachment 3 – Historical Port Visit Data (See attached historical data files)

Attachment 4 - PAST PERFORMANCE MATRIX

A. CONTRACT NO. AND TYPE	B. CUSTOMER	C. DESCRIPTION OF SERVICE AND PERIOD OF PERFORMANCE	D. DOLLAR VALUE OF CONTRACT	E. DESCRIBE RELEVANCE OF THE CONTRACT TO THE PROPOSED CONTRACT	F. IDENTIFY ANY QUALITY, DELIVERY OR COST PROBLEMS IN PERFORMING THE CONTRACT. DESCRIBE CORRECTIVE ACTION AND ITS EFFECTIVENESS

NOTE: Additional pages may be used, but needs to follow the format of this form.

Attachment 5 - PAST PERFORMANCE
REFERENCE INFORMATION SHEET

THE FOLLOWING ADDITIONAL INFORMATION SHALL BE PROVIDED FOR AT LEAST THREE (NOT MORE THAN FIVE) CONTRACTS LISTED ON THE PAST PERFORMANCE MATRIX.

1. CONTRACT NO:
2. NAME AND ADDRESS OF THE CUSTOMER FOR WHICH THE CONTRACT WAS PERFORMED
3. NAME OF CUSTOMER'S POINT(S) OF CONTACT WITH DIRECT KNOWLEDGE OF THE CONTRACT
4. COMPLETE TELEPHONE NUMBER(S) (WITH COUNTRY AND CITY CODE)
5. FAX NUMBER (WITH COUNTRY AND CITY CODE)
6. INTERNET E-MAIL ADDRESS

Note to Offerors: Ensure that phone/Fax/E-Mail numbers that you provide are/have been called and verified by your company prior to sending and that they are <u>legible</u>. Please bear in mind that faxing handwritten numbers often blurs them.

<u>Attachment 6 – PWS (See PWS section of contract above)</u>

Attachment 7 - Performance Work Statement (PWS) for Force Protection

CLIN XX13, XX14, XX15 - FORCE PROTECTION SERVICES AND SUPPLIES

(a) Only the ship's Commanding Officer, the ship's Supply Officer, or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer is authorized to order Force Protection (FP) services under this contract. If any other activity or individual attempts to order FP services (e.g., NCIS, DAO, etc), the Husbanding Service (HS) Contractor is required to immediately inform the ship and receive a proper order prior to beginning performance of these services.

(b) The HS Contractor is responsible for providing or coordinating listed FP services as part of their Husbanding Services under Lot Line Item XX01. The HS Contractor shall develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HS Contractor must coordinate all aspects of FP planning and services with Port Authorities, host nation agencies, and U.S. Embassy security staff. If the host nation is supplying FP assets the HS Contractor must verify they are available and are scheduled to show up on time.

(c) The HS Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer. The HS Contractor shall not add any requirements without prior approval.

(d) The HS Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. The HS Contractor must explain what the added FP service will include and why it has been requested. The NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HS Contractor will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

(e) FP is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, having the objective of improving security to personnel and ships while in port. FP services or supplies may be provided by the host nation at no cost or may be billed at the public tariff rate. The HS Contractor is required to verify what services will be provided by the host nation. For the services that cannot be provided by the host nation, the HS Contractor is required to arrange these services by obtaining them from commercial sources at the prices indicated in the pricing schedule.

(f) The HS Contractor shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HS Contractor's written policy shall describe the required measures to protect ship schedule information.

(g) The HS Contractor shall provide as many services identified below as ordered by the ship or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. These services do not include other related services not listed, but may be required and separately ordered to attain a higher level of security in a port.

(h) Personnel providing force protection services must be responsive to instructions from the ship. This does not authorize force protection personnel to violate any local regulations, any Port Authority ordinances, or local decrees. The equipment and material used for the force protection services will be inspected by the ship's force to ascertain that they meet force protection requirements.

(i) Access Points: The HS Contractor shall establish a single entry and exit point to the pier area.

(j) Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

(k) Personnel Identification: The HS Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

(l) Background Checks: The HS Contractor shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations. The HS Contractor shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers. The HS Contractor shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The HS Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing. In addition, the HS Contractor will be required to provide vetting services for third party contractors such as DESC contractors.

(m) Access Lists: The HS Contractor shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

(n) Inspections: The HS Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

(o) Stand-Off Distances:

Objects: To the maximum extent practicable the HS Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

Unloading Zones: To the maximum extent practicable the HS Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship.

Warning Signs: The HS Contractor shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

Sign Specifications:
- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area, Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

(p) The unit price for force protection services shall include all costs associated with providing transportation, mobilization/installation and demobilization/de-installation, or arranging the requested services below unless the transportation, mobilization/installation and demobilization/de-installation is identified as a separate Lot Line item

number. The HS Contractor's invoice shall set forth the unit of issue identified for each service, total quantity ordered for each service, unit price, and the total price.

(q) The force protection services that the ships may order are:

(1) Jersey-type security barriers and CONEX box barriers capable of stopping a vehicle (automobile). (Price per meter per day)

(i) Concrete barriers
(ii) Water filled barriers (completely filled with water). Price must include water.
(iii) CONEX box barriers.

Mobilization, installation and demobilization will be billed under a separate contract line item number.

The HS Contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used as well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zigzag patterns to control the speed of access.

A personnel entry point must be established through the barriers. Barriers may also be used to seal off secondary Port gates. All barriers must be placed prior to a ship's arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

(2) Armed or unarmed security guard to control vehicle and personnel access to pier. (Price per guard per hour) Must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival.

The HS Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas. The HS Contractor shall comply with Attachment 14 for security guard operations.

Sub Lot Line Item XX14AA shall not be ordered where private, armed security guards are contrary to host nation law or regulation. In such cases, sub lot line item XX14AB, XX14AC, or XX14AD shall be substituted and the Ordering Activity notified at the time of the order.

(3) Floating Line of Demarcation (FLD) at pierside, equipped with anchors and lighting (for night visibility). (Price per meter per day) The floating FLD must be anchored at least 30 meters from ship. Oil booms are acceptable. Mobilization, installation and demobilization will be billed under a separate contract line item number.

The HS Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers but is to help identify a safe standoff zone. The HS Contractor shall comply with the specification of the FLD in Attachment 12.

(4) Unarmed and manned picket boat or waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities. Continuous coverage is required for the period of performance ordered by the ship or by the Contracting Officer. (Price per patrol craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

The HS Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone. The HS Contractor shall comply with Attachment 13 for picket boat operations and specifications.

(5) Unarmed and manned motorized patrol craft, approximately 5-10 meters in length, with own radio to communicate with ship and local authorities, to escort ship from pilot pickup point to mooring location. (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(6) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities, on call (available within 15 minutes). (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(7) Tire-shredding strips, equipped with metal spikes, to be placed across the entry to pier access. (Price per one strip per day) The strips shall be capable of disabling a vehicle, which drives over the strips in the wrong direction. Strips shall be at least one meter in length.

(8) Metal pedestrian-control fences (perimeter fences). (Price per 2x2 meters fence per day) The fences shall be at least two (2) meters high, two (2) meters wide, and sturdy enough to withstand wind and other inclement weather.

The HS Contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the HS Contractor will provide portable chain link fencing with vehicle and walk up entrances.

The perimeter fence provided by the HS Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved
Entry Point: Entry available for vehicles and personnel.

(9) Portable fluorescent lighting capable of illuminating 300 meters by 100-meter area. (Price per portable unit per day) The HS Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port's installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

(10) Weather resistant guard shacks, capable of holding at least two persons. Guard shack shall be enclosed, and shall have, at a minimum, one door and one window. (Price per unit per day)

(11) Hand held metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(12) Walk-through metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(13) Trained metal detector operators. (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(14) Hand held explosives detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(15) Walk-through explosive detector, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(16) Trained explosives detector operators. (Price per hour per operator) Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(17) X-ray baggage scanning machines, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(18) Trained X-ray baggage scanning operators. (Price per hour per operator) Operators shall search host national baggage. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities. Equipment shall be manned by professionally trained operator to operate the equipment 24 hours a day.

(19) Explosives disposal-trained diving services capable of inspecting pier before ship arrival. Must have obtained all applicable licenses and/or certifications from host nation prior to diving. (Price per hour)

(20) Battery operated bullhorns, new batteries included. (Price per unit per day)

(21) Sturdy tables with dimensions of at least two (2) meters long and one (1) meter wide, with four folding chairs. (Price per unit per day)

(22) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and open on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(23) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and closed on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(24) 800 MHz radios. Must be in excellent condition, and battery operated, with batteries included. (Price per unit per day).

(25) The HS Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ship's personnel while performing security checks on personnel, baggage, and vehicles. The office or tent will be large enough to accommodate a minimum of five (5) people. The tents shall have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The HS Contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or

tent. A fully charged, 20 LB, CO2 fire extinguisher shall be provided and kept fully charged. (Price per unit per day)

(26) The HS Contractor shall provide two-way radio sets capable of communicating with the ship, picket boats and to the shore patrol designated individuals. (Price per set per day)

(27) The HS Contractor shall provide an under carriage vehicle scanner to scan vehicle undercarriages. (Price per unit per day)

(28) Dive and Vetting: The HS Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities. The pier will be vetted prior to the ship's arrival. To the maximum extent practicable the HS Contractor shall inspect all watercraft at least 400 feet (125 meters) from the ship. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel. The HS Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in picket boats. (Per team per hour, minimum four (4) hours)

Attachment 8 - Performance Work Statement (PWS) for Cost Reporting

LINE ITEM XX20AA – COST REPORTING

A. Pre-arrival Cost Estimate Report

(1) The Contractor shall prepare an Initial Cost Estimate Report (referred to in this solicitation as the 'pre-arrival cost estimate') in response to all orders issued to the Contractor by any method identified under "ISSUANCE OF ORDER" in Contract Terms and Conditions – Commercial Items. The orders will be provided to the Contractor by ships, activities and individuals identified in the contract. The Initial Cost Estimate will include estimated prices for all items ordered. It will not be sufficient to simply state that the estimated price is "per contract" or "per Port Tariff".

(2) The Contractor shall send the Initial Cost Estimate Report by email to the requiring customers authorized to use this contract and to the and to the email address specified at the time of contract award for each region within **48 hours** after receipt of the LOGREQ/order. In the situation where the Contractor receives the logreq with less than two working days prior to the arrival of the ship, the Contractor shall make every effort possible to provide the cost estimate prior to the ship's arrival, but in no case, more than 48 hours after receipt of the LOGREQ.

(3) Any changes to an Initial Cost Estimate Report shall be forwarded by email to the requiring customers authorized to use this contract and to the email address specified at the time of contract award for each region .

(4) These estimates shall be provided to any other requiring customers authorized to use this contract based on the customer's request.

(5) In addition to the initial cost estimate, the Contractor shall provide any additional information and respond to the activity authorized to act on behalf of the ship, such as the Port Services office or the DAO.

B. LogSSR Reporting

The Contractor shall fully participate in the use of the Logistics Support Services Repository (LogSSR) web-based system. LogSSR replaces all previously used reporting processes such as legacy web-based systems like Cost Reporting and Forecasting Tool (CRAFT).

Upon award, the Contractor shall utilize the LogSSR to submit all reports and documentation related to the ship's visit. LogSSR can be accessed through the NAVSUP One Supply website at https://www.navsup.navy.mil/onesupply, redirected through www.navsup.navy.mil/logssr or directly at the official website of https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(1) LogSSR access and input.

(a) At the start of the contract period of performance, the Contractor shall enter the final itemized port cost information directly into the LogSSR database (Actual Cost Report) and email all corresponding documentation (Initial Cost Estimate Report, final invoices, and supporting documentation required by the contract). External Certification Authority Public Key Infrastructure (ECA PKI) is not required for entry, but no access to the contractor's information is accessible unless obtaining an ECA PKI.

(b) Contractors can obtain access to their submissions by obtaining an ECA PKI per the NAVSUP One Supply guidelines and requesting access through the website. Information can be obtained through the LogSSR website at https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(2) LogSSR functionality.

(a) This system is designed to gather all reports and documentation related to the ship's visit, beginning with the Initial Cost Estimate (referred to in this solicitation as the 'pre-arrival cost estimate') to the Actual Cost Report. All supporting documentation will be submitted by email to navsup_hq_logssr@navy.mil in PDF format (Adobe Acrobat) when the port visit information is entered into LogSSR. Although the pre-arrival cost estimate is a separate reporting requirement, a copy of this report shall also be submitted as part of the Actual Cost Report documentation described in paragraph (b) below. The Documentation is discussed below:

(b) Actual Cost Report:

(1) The Contractor shall create the Actual Cost Report in the LogSSR website directly, **within seven calendar days from completion of the ship's visit** . The contractor shall also send a copy of the order (i.e. SF 1155 or 1449), a copy of any Initial Cost Estimates, a copy of the logreq, and all the contractor's invoices and supporting documentation required by the contract as PDF files to theLogSSR email address of **navsup_hq_logssr@navy.mil** and to the email address specified at the time of contract award for each region concurrent with the creation of the Actual Cost Report in LogSSR.. The Contractor shall identify the line items as actual or estimated. This option is for those line items where the Contractor has not received the actual invoice before the ship leaves port, i.e. telephone bills. The Contractor shall include all port costs paid by each ship for which the Contractor provides husbanding services. The term "port costs" includes all supplies or services identified in the section of the contract titled, SUPPLIES/SERVICES AND PRICES, supplies or services furnished under another contract, and any other charge paid by the ship during the port visit.

(2) For ships that do not have payment capabilities, the Contractor shall send the signed DD Form 1155, invoices and the additional documents required clearly indicating that a payment is pending to the and to the email address specified at the time of contract award for each region and to the LogSSR email address of **navsup_hq_logssr@navy.mil.**

(3) Any changes to an Actual Cost Report (i.e. finalize the charges made on an estimated amount) shall be forwarded by e-mail to and to the email address specified at the time of contract award for each region and to **navsup_hq_logssr@navy.mil** email account as PDF file within seven calendar days of the change. The NAVSUP Fleet Logistics Center Yokosuka, Site Singapore contracting office will update changes to the LogSSR.

(4) The Actual Cost Report and supporting documentation will be visible in the LogSSR website by the government personnel with validation authority. Final reports of an HSP representative can be accessed through the website only by obtaining an ECA PKI that will provide access only to the HSP's submitted information.

NOTE: Before submission of reports or any other data to the NAVSUP Fleet Logistics Center Yokosuka or its sites' Contracting Office via electronic transmission or any other data media, the Contractor shall scan all documents with current anti-virus software to ensure computer virus free transmission. The LogSSR server scans all reports for computer viruses before inclusion in the databases. Any reports received containing computer viruses will be immediately returned to the Contractor.

LINE ITEM XX20AB – ONLINE PRICING APPLICATION

Online Pricing Application. The contractor is responsible for providing an On-Line Pricing Application to assist the Government in the estimating, tracking, forecasting and reporting of maritime husbanding support non-priced services. The On-Line Pricing Application will assist the Ordering Officer or Contracting Officer with requests for non-priced supplies and services. The online pricing application is the technology that implements the process for review and approval of non-priced item purchases. Therefore, the technology used to implement the non-priced item pricing process must be both reliable and accurate. The On-Line Pricing Application will also allow the Ordering Officer or Contracting Officer to review and approve the offered price for the non-priced item before the contractor provides the supply or service. The contractor will be required to upload accurate pricing data for all non-priced items requested or made available to the users of the contract where pre-priced items do not meet user requirements. The contractor shall not provide any non-priced supplies or services other than PT or NSP items unless they have been approved in accordance with paragraph (iii) below. All non-priced items requested or ordered under this contract shall be reported in the On-Line
Pricing Application. The On-Line Pricing Application is separate from the contract requirements for reporting pricing and costs in LogSSR.

The Contractor shall provide a web-based secure access to their program via secure user login and password no later than the beginning of the contracts period of performance. This program may be developed by the Contractor or procured as a commercial item. The program shall allow multiple simultaneous users to access the tool. Access shall be coordinated through the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer in order to limit access. Only authorized users will have access to the program. A common secured access shall be made available to the Fleet in order to allow access to all Ordering Officers in a particular area of operation. Any reports downloaded from the program are property of the U.S. Government and data rights are considered unilateral for the Navy portal into the program. All reports shall be downloaded into Microsoft Excel format. This application should be available for use through a web-based application without installing additional software onto Government computers. The HS Contractor's program should allow a computer with the following minimum configuration to access their system:

- Intel 2.8 GHz Pentium 4 processor
- a DVD Read Only and CD writable drive
- a 3.5 inch floppy
- SoundMAX Integrated Digital Audio with external speakers
- 1 Gigabyte of Memory and expandable to 4 Gigabytes
- 80 GB Hard Drive
- Windows 2000
- MS Office 2003 Pro with Word, Excel, Access, Ppoint, Outlook, Infopath
- Smartcard Reader Keyboard
- Wired Network Card

Note 1: The online pricing application requires internet access but is not a Navy IT system. Security of the HSP's data within the online pricing application is the responsibility of the HSP. All data in the online pricing application should be unclassified data.

Note 2: All reports provided under lot line item XX22 are not separately priced (NSP). Costs for submitting required reports under this lot line item should be included in the husbanding services fee. Separate cost reimbursement for development or purchase of the application is not authorized.

Note 3: The HS contractor shall provide a secure user login and password for all authorized Government users no later than the beginning of the contract's period of performance. A list of required government users will be provided at the time of contract award. If new Government user requirements become known to the Government after the initial list is provided to the HS contractor, the HS Contractor shall add new users and provide login and password within seven days of receipt of the request.

Note 4: Common secured access shall be provided to Ordering Officers and Fleet representatives for all port visit data. Any authorized Government user should have access to all historical data and pricing information.

At a minimum, the online pricing application must perform the following functions:

(i) Non-priced Item Cost Reporting:

(1) The Contractor shall maintain 'real-time' pricing data for all non-priced items ordered in all ports for which the Contractor provides husbanding services.

(2) The Contractor shall input and keep updated the programs' 'real-time' pricing via the Internet, using the online pricing application. The Contractor shall update this report at least once per day of performance between the hours of 0700 and 2300 while ship is in port until the completion of the ship's visit.

(ii) Final Price Report:

(1) A summary disbursement account must be itemized in detail, with the appropriate price shown against each item in a format similar to Attachment 2 within forty eight (48 hours) after a ship leaves port. Alternatively, it is acceptable for the Contractor to scan and attach suppliers' invoices to the online pricing application's disbursement account where this facilitates the process. The Contractor will in any event be required to retain all pricing data and invoices relating to non-priced items for review, future visit reference, and official audit purposes. These final reports may be provided to other ships or ordering activities visiting ports covered by the contract.

(iii) Non-priced Item Review Process

In accordance with Paragraph 3(o) of the performance work statement the HS shall develop and implement a process by which it will input the documentation and arrangements for non-priced lot line items into the "Online Pricing Application". The contractor shall mirror the competitive process found in the FAR/DFARS (Parts 13/15). For the purpose of evaluation and analysis, the HS Contractor shall provide the results (contractor written quotations) of competing the requirement with at least two commercial contractors, or provide catalog prices lists or tariff schedules with the contractor catalog or tariff schedule that confirms the stated prices are valid from that source, or provide invoices from previous commercial purchases other than the Navy. The HS Contractor is not precluded from adding an allowance for profit and/or an allowance for its administrative costs to acquire the non-priced items to the reported prices from suppliers. Such additions will also be shown in the Online Pricing Application. The HS contractor shall input the information into the Online Pricing Application for the review and approval of the authorized Ordering Officer, NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer or Military Sealift Command Contracting Officer prior to arranging for the non-priced item. For non-priced items with an extended price of less than $25,000, either the Ordering Officer, the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer or the Military Sealift Command Contracting Officer may determine if a quoted price is fair and reasonable prior to an order being issued for the non-priced item. For non-priced items with an extended price greater than $25,000, only the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer or Military Sealift Command Contracting Officer may determine if a quoted price is fair and reasonable. All purchases of non-priced items other than port tariff items must be documented using the online pricing application. Items with an extended price <$25,000 will be reviewed and validated by the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer or Military Sealift Command Contracting Officer, but may be provided to the Ordering Activity at any time after a price is agreed upon by either the Ordering Officer, NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer or Military Sealift Command Contracting Officer . Items with an extended price >$25,000 may not be provided or mobilized until the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer or Military Sealift Command Contracting Officer has agreed to the price and confirmed the price using the online pricing application. Using this process, all products and services arranged on behalf of the Ordering Officer shall be billed and reported under LOT Line Item XX20, Incidentals. The process will be monitored and evaluated using Attachment 10, Quality Assurance

Surveillance Plan.

NOTES:
1. "All data obtained by the Government through the use of the contractor's online pricing application during the course of the contract is for the Government's use and shall be treated as 'limited rights' as described in DFAR 252.227-7013(13) after the contract expires".

2. Failure to provide required reports in a timely manner as outlined in the PWS will result in penalties as outlined in Attachment (10) Quality Assurance Surveillance Plan.

Attachment 9 - Performance Work Statement (PWS) for Operations Other Than War (OOTW) Support

A. INTRODUCTION

(a) OOTW Support shall by rendered by or supervised directly by individuals fully qualified and licensed in the relevant profession, trade, or field. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses, and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety environmental and health precautions are taken to protect the work, the workers, the public, and the property of others.

(b) Operations Other Than War (OOTW) refers to a "Contingency operation" as that term is defined in FAR 2.101 and includes emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. For the purpose of this contract, OOTW support will be "First Responder" support for U.S. Navy or other forces authorized to order under this contract and will generally be limited to the initial support for a contingency operation lasting no more than thirty (30) days. In addition, it is anticipated that the estimated cost of supplies and services that may be ordered under this Line item during a single 'contingency operation' will not exceed $1,000,000. The supplies and services necessary to support these type of contingencies will include but be not limited to potable water, blankets, tents, transportation, interpreters, drivers, construction materials, medical supplies, trucking support and other logistics support necessary to support the first responder teams.

(c) In addition to rescue and humanitarian relief missions, contingency operations can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property. For purposes of this contract, it also includes Non-combatant Evacuation Operations (NEO's), or an unplanned, real world deployment of troops for an period of time not to exceed thirty (30) days. The provisions of FAR part 18, Emergency Acquisitions (effective 5 July 2006), apply in full to the OOTW requirements of this contract.

B. ORDERING AND PRICING

(a) Lot Line Items XX21AA and XX21AB are used to order Management Services in support of Operations Other Than War.

(b) Recognizing that the specific Management Services that may be required will likely vary depending on the particulars of the individual Operation Other Than War, the Lot Line Items are priced on a per person/per day basis. All orders for specific supplies or services shall be ordered under Lot Line Item XX20, Incidentals and shall be arranged using the online pricing application described in Attachment 8. The $1,000,000 maximum dollar limit per OOTW contingency replaces the $50,000 maximum dollar limit that otherwise applies to Lot Line Item XX43. The management services ordered under Lot Line Item XX21 are separate from the specific services outlined below.

(c) Management Services in support of an Operation Other Than War in all situations will be ordered under Management Services Lot Line Item XX21.

(d) (Deleted)

(e) At the time the Government orders services under the Lot Line items it will provide the Contractor a detailed list of tasks that the Contractor shall perform. The tasks shall be within the scope of the tasks further described below. The Contractor shall use its best efforts to fully perform the set of tasks within the limitation of the number of persons/number of days of service ordered by the Government.

(f) The Contractor shall promptly notify the Government if it believes that it will be unable to fully perform the specified tasks because the Government has not ordered sufficient services under these Lot Line Items.

(g) The Contractor shall furnish personnel who are familiar with the manner in which the U.S. Navy operates, speak the local language that is normally used at the site of the OOTW, and speak and read English. The Contractor shall ensure that the personnel provided under these Lot Line Items arrive at the OOTW site by the date and time specified in the order. The First Day and Subsequent Day Management Fee rates shall include any costs for the Contractor employees to travel to and from the OOTW site, and the costs of food and lodging for the Contractor while at the OOTW site. Contractor employees will not normally be provided meals or lodging at U.S. Government expense nor will they typically be entitled to Government-furnished lodging and meals on a reimbursable basis.

(h) The Contractor shall have a network familiar with the different political and commercial infrastructures, cultural and lingual background, and business practices either throughout the Region or in each country covered by the contract. In order to assist the Navy's response to OOTW, the Contractor shall furnish personnel with the following qualifications:

(i) Ability to speak the local language in the country where OOTW is being conducted
(ii) Capacity to travel to the OOTW or forward logistic site within 24 hours of notification
(iii) Current inoculation records
(iv) Possess a valid up-to-date passport

(i) For each increment of one person for one day that the Government orders, the Contractor shall provide one qualified employee to work on tasks identified at the time the order is issued for a period of at least 12 hours per day. The Contractor employee will perform those tasks at the OOTW site. The Contractor shall provide the Government a point of contact for questions and issues that arise in connection with the tasks identified at the time the order is issued who can be contacted during the portion of the 24-hour day that the Contractor's employee is not at the OOTW site.

(j) These are not personal services. Contractor employees performing services under these Lot Line Items will perform the tasks identified by the Government at the time the order is issued. The Contractor employees performing the services are under the supervision and direction of the Contractor. Should the Government have concerns with the manner in which the tasks are being performed or have a need to modify the tasks, it shall contact the Contractor.

(k) Services that may be required under this Lot Line Items include, but are not limited to, providing interpreter support, providing expertise on locally-sensitive cultural issues, liaison with local political and police authorities, and providing technical assistance in acquiring necessary supplies and services.

(l) The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government Contracting Officer shall place the order. As with the Management Services Lot Line Items for Husbanding Services, the Government may also direct the Contractor to acquire necessary supplies and services in accordance with Lot Line Item XX20, Incidentals as outlined in the Husbanding Services PWS. All supplies and services ordered in support of OOTW contingencies shall be arranged and reported using the online pricing application described in Attachment 8.

(m) If an operation is not associated with a ship, or if the Contractor's services are required inland (i.e., more than 100 Km from the nearest port), OOTW fees under this Lot Line Item will apply. If the service is provided in a port vicinity (within 100Km of the port) and the requirement is received from the ship or a contingent on the ship, the Contractor's husbanding fees under Lot Line Item XX01shall apply.

(n) Management Services for Operations Other than War (OOTW) Lot Line Item . When supplies or services are ordered under the Operations Other than War (OOTW) Lot Line Item , the Government will clearly identify the days during the performance period for which it is ordering Management Services. Because of the range of situations under which the Government may order supplies and services under the OOTW Lot Line Items, there is less certainty that the Government will order Management Services for each day of an Operation Other Than War than

when the Government orders husbanding services. The Contractor is not required to provide any services described under the OOTW Management Services Lot Line Items on those days for which services are not ordered. Regardless of whether Management Services are ordered for a particular day, the Contractor shall still provide a point of contact to address Government concerns about supplies or services to be delivered on that day. Assistance by the Contractor in providing status and/or rescheduling deliveries will not in itself constitute an order for Management Services.

(o) If an advance party arrives in a country for OOTW and requires services under these Lot Line Items prior to the start of the OOTW event, the Contractor shall be compensated for the services provided at the subsequent day rates for these Lot Line Items. The Contractor is not required to provide any services to an advance party under these OOTW Lot Line Items without first receiving an order for such services. The Contractor may be required to support multiple operations at the same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the HS Contractor's services are ordered.

(p) The Contractor's POC for Husbanding Services, or an alternative designated in writing to the Contracting Officer, shall be available (either in person or by telephone) twenty-four (24) hours a day, seven days a week, during the time frame of the OOTW operation. The POC or the alternative shall assist the on-site Government representative in fulfilling OOTW logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements.

(q) If an advance party arrives in a country for OOTW, the Contractor shall bill at the OOTW subsequent day rate. If the operation is on going, the Contractor shall bill the OOTW first day rate and then subsequent days. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the Contractor's services are ordered.

(r) The Navy may require identification of potential sources and/or delivery for supplies and services such as:

Bottled potable water, portable latrines and services, floodlights, billeting services (hotel/motel rooms, services), meal services, tents, shower trailer and related services, refuse collection services, laundry and dry-cleaning services, forklifts, clothing, construction material, parts for vehicles, air conditioners, refrigerators, cell phones, IT equipment, repair parts, medical supplies, generators, commercial vehicles, pest extermination services, plumbing services, fuel, expediting or delivery services, MWR support, mortuary services, cultural awareness training, dietician support, translators, office supplies, boat ramps, pier/wharf/pontoon space, security fencing, security services, light trees, and Internet services (e.g., WI-FI services).

(s) In addition, the Navy may require either the identification of potential sources or delivery of any other types of supplies/services that will be unique and specific to the OOTW situation involved. Due to the unique nature of OOTW situations the range and depth of requirements will potentially be extensive. Normally, the Contractor shall not be required to perform until the Contracting Officer issues an IDIQ order for additional OOTW support.

(t) In very unique time sensitive situations the Contractor may be tasked to source and provide a large variety of supplies and services on a very compressed delivery schedule in support of large scale operations like NEOs, etc or other real world events.

C. SUPPLIES AND SERVICES

The items listed below are examples of what may be ordered under the OOTW portion of this contract. Prior to ordering OOTW supplies or services, a warranted Contracting Officer authorized to place orders under the contract will review any descriptions or statements of work to ensure they adequately describe the Government's needs and all terms and conditions are properly defined.

1. BOTTLED POTABLE WATER

The Contractor shall provide for the procurement and delivery of potable water to a specified site(s). The Contractor shall provide for the furnishing of fresh, potable water in 1.5 liter-sized bottles. Potable Water is defined as fresh drinking water of a quality not less than that prescribed in:

(a) Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See Attachment #18.

(b) Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

EXAMPLE OF GENERAL PRICING FORMAT FOR POTABLE WATER:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
XXXX	Bottled Potable Water (1.5 liter)	bottle	_____	$_____	$_____

2. PORTABLE LATRINES & SERVICES

(a) PORTABLE LATRINES (Specifications) - The services to be rendered consist of the rental of latrines (toilets), all labor, transportation, delivery, pick-up, dismantling, repair and maintenance, tools, materials, supervision and servicing of latrines.

(1) The Contractor will provide portable, chemical latrines (one seat) that are of the standard commercial-type, a single cabin unit in the approximate size of 1.25 m (wide) x 1.25 m (deep) x 2.0 m (tall). The cabin is to be equipped with a hand cleaning agent (dispenser) if available, a urinal, a holding tank (minimum capacity of 250 Liters), one toilet paper holder, a clothing hook, ventilation outlet, a lockable door, and a translucent roof.

(2) The Contractor will provide all labor, material, transportation and equipment required for the delivery and installation of the latrines, emptying/servicing, removal of sludge as necessary to the appropriate sewage disposal point and the pickup of the Latrines at the expiration of the rental period. In addition. the Contractor must provide all chemical agents to include antifreeze during freezing weather.

(3) The Contractor must implement a quality assurance program that will ensure that his work and the work performed by his employees is accomplished in such a manner that is in conformance with applicable standards of the trade and is in compliance with local and federal host nation Ecology Laws and Directives. The Contractor must obtain, and hold current, all necessary permits for the operation of his service and disposal vehicles on Saturdays, Sundays and local national/US holidays.

(b) SERVICING OF LATRINES

(1) The servicing of EACH latrine must be accomplished DAILY, TO INCLUDE ALL WEEKENDS, AND LOCAL/US HOLIDAYS. Servicing will include the replenishment of all chemical agents. Each cabin interior will be completely cleaned with a disinfectant agent, and the exterior walls will be cleaned as appropriate to give a well-maintained appearance. The hand cleaning agent will be replaced as needed, and the latrine will not be allowed to be without cleaning agent or toilet paper.

(2) The cleaning/servicing will be accomplished between the hours of 0700-1900 hours daily or as otherwise directed by the Contracting Officer or a Contracting Officer Representative (COR).

(c) DELIVERY OF LATRINES

(1) The latrines will be delivered operational and ready-for-use. The Contractor will provide a document written in ENGLISH (in duplicate), which provides the user a means of inspecting the condition of the latrines. The Contractor and the US Government Representative will jointly inspect each latrine for

damages (dents, scratches) and completeness. The document must be signed and dated by both the COR and the Contractor as acknowledgment that the latrines were actually delivered and in the condition described/annotated. A copy of the document will be retained by the Contractor and the COR for use during the joint Inspection that must again be conducted at the end of the rental period. Both the COR and the Contractor will sign the document to acknowledge the return of the equipment in the described/annotated condition. Reasonable wear and tear, as well as damages which are not annotated on the turn-in document will not be considered as valid if the Contractor later submits a claim against the government.

(2) When re-locations are specified in the contract, the Contractor must perform the required services as specified below:

(i) When the Contractor is notified prior to 12:00 hours, the work must be accomplished on the same day.

(ii) When the Contractor is notified after 12:00 hours, the work must be accomplished not later than 10:00 hours the following day.

EXAMPLE OF GENERAL PRICING FORMAT FOR LATRINE RENTAL/SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT OF PRICE	TOTAL
xxxx	Latrine Rental	Each/Day	___	$_____	$_____
xxxx	Servicing	Each/Day	___	$_____	$_____
xxxx	Emptying	Each/Day	___	$_____	$_____

3. FLOODLIGHTS

(a) FLOODLIGHTS (Specifications)

The services to be rendered consist of rental, delivery, set-up, maintenance and removal of floodlights to and from a specified site(s).

(1) The Contractor shall provide portable, wheel mounted, self contained lights of a commercial type that meets and/or exceeds the following specifications:

(i) The unit/s must be completely self contained, to include an on board generator capable of providing the required electrical power on a sustained basis (12 hours without interruptions). The noise-level of the generator shall not exceed 75 DBA, measured at a distance of 7 meters from the unit.

(ii) The unit/s shall be equipped with an on-board fuel tank which has a minimum fuel capacity to operate the unit for a 12 hour period without interruption.

(iii) The unit/s shall be equipped with six 1500 watt halogen lights which are to be mounted on a telescoping mast that can be adjusted from 7 to 9 meters in height. The lights are to be separately mounted on the mast and must be both horizontally and vertically adjustable to permit changes in the direction they can be aimed.

(iv) All fixtures, to include light bulbs, must be weather resistant to allow their operable use outdoors during periods of rain, wind, snow and inclement weather conditions in general.

(2) The Contractor shall provide all cables, cords and operating accessories, to include spare light bulbs (2 per light unit) , fuel and operational manuals in the English language.

(b) FLOODLIGHTS (Delivery, Maintenance & Removal)

(1) The Contractor is responsible for the delivery site placement, and an operational test of each unit. The Contractor must further ensure that the equipment and its installation meet the requirements of all applicable VDE regulations and the Trade Unions (UVV) accident prevention regulations. The unit/s will be delivered, installed and completely operational not later than 14:00 hours on the first day of the rental period.

(2) The Contractor shall provide a point of contact for "on call" maintenance and/or replacement of equipment. The point of contact must be available from 08:00 to 20:00 hours daily, to include Saturday, Sunday and all local and American holidays. In addition, the Contractor shall provide all labor, materiel and supervision required to keep the equipment in a serviceable and safe operating condition. Repair and maintenance may be performed on site, subject to coordination with the COR. If a light unit becomes inoperable, the Contractor will be notified immediately. The Contractor must respond within 6 hours after notification, to perform the required repair and maintenance services. Equipment that remains inoperable for more than a 24 hours period shall be considered not available for use and rental fees shall cease until the equipment is repaired to a fully operable condition or replaced with a serviceable unit. The pick-up and removal of inoperable equipment shall be accomplished at Contractor expense.

EXAMPLE OF GENERAL PRICING FORMAT FOR FLOODLIGHTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Floodlights	Each	___	$_____	$_____
xxxx	Set-Up	Each	___	$_____	$_____
xxxx	Rental & Maintenance	Week/Month	___	$_____	$_____
xxxx	Break-down & Removal	Each	___	$_____	$_____

4. BILLETING SERVICES—HOTEL/MOTEL ROOMS, SERVICES

(a) HOTEL/MOTEL ROOMS: The services to be rendered consist of both the rental of lodging accommodations, which are considered to be a hotel, motel or inn which provides sleeping facilities to the traveling public and various Contractor-furnished items described as follows:

(1) CONTRACTOR FURNISHED ROOMS: The Contractor shall furnish the following living spaces for single and double occupancy rooms. Each shall contain adequate living and sleeping areas. No more than two people shall be normally assigned to a room. Additional people assigned per room shall be agreed to in advance by the Contracting Officer (or his/her designated representative) and the Contractor. The following standards apply:

(i) Rooms shall be constructed and finished to provide good light and sound attenuation. All windows shall be provided with blackout lining, shades or blinds. If drapes are provided, they must screen out the light.

(ii) Sufficient electrical outlets shall be available and in good working condition.

(iii) All entrance doors to rooms shall have interior security locks, either deadbolt or double locking locks. At least one room occupant shall be provided with a room key.

(iv) Bathrooms must be constructed to provide convenient sanitary facilities. Bathrooms must contain a functioning shower and/or tub combination with a wash basin, a properly functioning toilet, and a mirror. Additionally, bathrooms should have adequate lighting and grounded electrical outlets for use of electrical razors, hair dryers etc. The shower or shower/tub combination shall have shower doors or curtains and hot and cold running water.

(v) A telephone in the room is desirable; if not available due to location, have telecommunication devices in the immediate area.

(vi) A television in the room is desirable; if not available due to location, have information as to where television is available to patrons.

(vii) Rooms shall have adequate heating and cooling capabilities.

(2) Furnishing and Equipment: Must be clean and in good repair. The following minimum furnishings are required:

Lamp --1 per desk or writing table
Adequate clothes storage drawers and closet space
Desk or writing table with chair
Trash Container
Bed

Additional desirable amenities:

Radio
Working tables and chairs
Restaurant within the facility
Refrigerators or ice machines in hallway
Chair, occasional
Alarm clock

(b) HOTEL/MOTEL SERVICES: The services rendered shall consist of the following contractor furnished services.

(1) ASSIGNMENT OF QUARTERS/ROOMS: Government personnel should not be billeted under this contract arrangement without presenting proper authorization to the Contractor. The Contractor must be adequately manned to provide a 24 hour check-in and check-out service, 7 days a week. Individuals of the same sex, designated for double room occupancy, shall be billeted in rooms with two beds. Normally, if these rooms are not available, single rooms shall be used. Any changes to this procedure will be agreed to in advance between the Contractor and the Contracting Officer (or his/her designated representative).

(2) CUSTODIAL/SANITATION SERVICES: Daily custodial services shall include, but is not limited to, room cleaning, bed making, linen change (as required), adequate quantities of soap, a minimum of four bath towels, four hand towels, sanitized drinking glasses, facial tissues, and a cloth bath mat.

(3) LINEN SERVICE: Linen service shall be provided once a week or when occupancy changes, whichever occurs first. Additional blankets shall be made available if requested by occupant. All linen and blankets shall be clean, freshly laundered, without any objectionable odors, and in good repair, free from tears, rips, holes, stains, and extensive wear. Pillows shall be at least six inches thick to provide proper support.

(4) ADDITIONAL DESIRABLE AMENITIES:

24 hour wake up service
Message service
Shuttle service

(5) COMMON USE AREAS: The Contractor shall keep all hallways, corridors, grounds, and other adjacent areas under the Contractor’s control in a clean, neat and safe condition.

(6) "DO NOT DISTURB" SIGNS: All rooms shall have such signs available. Contractor's employees shall understand and respect them when displayed.

(7) LAUNDRY DROP OFF/PICK UP: Contractor shall provide required laundry service as agreed to in a separate contract (see contract # _____).

(8) BARBER SERVICES: Contractor will provide access in hotel area for barber/beautician services as needed.

(9) INFORMATION SERVICES: Customer service representatives shall be able to explain to occupants' miscellaneous charges not covered by this statement of work, i.e., telephone charges. The Contractor shall provide, where applicable, information on bus schedules, taxis and other local transportation, dining facilities and locations, and commercial telephone directory service.

(10) Business Services: Hotel will provide space for meetings as well as phone, copier and fax services as required.

(11) Meal Service: Contractor shall provide required meal service as agreed to in a separate contract (see contract # _____).

EXAMPLE OF GENERAL PRICING FORMAT FOR HOTEL/MOTEL, SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Rooms (1 person)	Each/Day	___	$_____	$_____
xxxx	Rooms (2 persons)	Each/Day	___	$_____	$_____
xxxx	Additional Persons per room	Each/Day	___	$_____	$_____

5. MEAL SERVICES

(a) MEAL SERVICES (Programs/Hours of Operation)

The services rendered consist of providing all the personnel, supervision, and any other items necessary to operate a full food service management facility as defined in this Statement of Work at ____*_____ Hotel, located in _____*_____.

(b) The Contractor will provide for a Quality Control Program, Quality Assurance Program and a Sanitation Inspection Program as well as complying with Hours of Operation as described in (1) through (4) below.

(1) QUALITY CONTROL: The Contractor shall establish and maintain a complete quality control program for the performance requirements of this contract.

(2) QUALITY ASSURANCE: (INSERT METHOD OF CONTRACTOR SURVEILLANCE, IF ANY.)

(3) SANITATION INSPECTIONS: The Contractor shall ensure that there is a Sanitation Inspection program established internally and in addition to any government performed surveillance, medical services personnel (Director of Base Medical Services), will also inspect for compliance with sanitary conditions. If there is a conflict the Contractor shall comply with the more restrictive regulation.

(4) HOURS OF OPERATION: The Contractor shall maintain the operating hours for the dining facilities as listed in _____*_____.

(c) DEFINITIONS

The Contractor will be familiar with and understand the following definitions:

(1) Director of Base Medical Services (DBMS): The installation medical authority who defines and monitors sanitation standards and procedures for food service activities.

(2) Equipment: Items used to store, prepare, cook, serve and transport food and supplies. Equipment also includes items used in cleaning and sanitizing.

(3) Food Handlers: Food service personnel who handle, process, prepare or serve food and who touch food or food contact surfaces in any way.

(4) Food Service Officer (FSO): Individual responsible for matters relating to food service.

(5) Installation Menu: Specifies installation menu choices (except leftovers), including, but not limited to, entrees, salads, desserts, and soups, to be served at each meal during a menu cycle.

(6) Leftovers: Leftovers are unserved portions of any item prepared for a specified meal period.

(7) Meal Serving Hours: Hours that the Government requires the dining facility to be open for service.

(8) Potentially Hazardous Foods: Any perishable food which consists in whole or in part of dairy products, eggs, meat poultry, fish, shellfish. These foods are likely mediums for bacterial growth and are potential causes of food-borne diseases especially if creamed, ground, mixed or handled often.

(9) Progressive Food Preparation (BATCH COOKERY): The preparation of food items at selective time intervals during an entire meal period matching the flow of patrons through the serving lines.

(10) Serving Line: This term refers to the location and equipment used in dining facilities to serve food cafeteria style.

(11) Subsistence: Food items, including beverages and condiments.

(12) Supplies: Expendable items such as paper and plastic products, cleaning and janitorial materials, kitchen utensils, and tableware.

(13) Trash: Any non-salvageable waste material other than garbage, rocks, or dirt. The waste includes metal, paper, glass, cardboard, floor sweepings, cartons, and similar materials.

(d) SPECIFIC TASKS

The Contractor will provide for and comply with the following Specific Tasks:

(1) MENU PLANNING AND POSTING: The Contractor shall coordinate meal planning with site representatives. The Contractor shall post daily menus before the breakfast meal in an appropriate location at each dining facility.

(2) REQUISITIONING SUBSISTENCE: The Contractor shall coordinate with Government personnel to requisition, pick up, deliver and off-load food at various food-service facilities.

(3) STORAGE AND ISSUE:

(i) Proper Storage: Upon receipt the Contractor shall promptly store perishable and semi-perishable subsistence. Store frozen and chilled items at specified temperatures.

(ii) First In-First Out: The Contractor shall ensure the oldest food items are issued first, except when the condition of an item dictates earlier use.

(4) SUBSISTENCE INVENTORY:

(i) Month-end Inventory: The Contractor shall take a physical inventory of all subsistence following the last meal on the last day of each month. The Contractor must reconcile the book inventory with the physical inventory and must submit proof of this to the government.

(ii) Other Inventories: The Contractor shall perform other inventory measures, i.e., annual inventory, equipment inventory before and after contract completion, etc., as required by the Contracting Officer. The government also reserves the right to conduct an independent inventory at any time during the performance of the contract.

(5) FOOD PREPARATION AND SERVICE.

All meals provided shall be "American-type" meals. Examples follow:

Breakfast:
Cereals: corn flakes, wheat flakes, chocolate flakes
Fresh fruits: bananas, grapefruit, oranges, pears, grapes...
Eggs: fried, scrambled.. Hash browns
Meat: Ham, sausage, bacon
Bread: White bread, toast, wheat, rye
Butter & Jam
Pastry: croissants, apple pie
Beverages: Coffee, orange juice, milk, water

Lunch:
Soup: vegetable, mushroom, tomato, chicken, beef, turkey...
Sandwich: ham, turkey, roast beef
Cheeses: American, Swiss
Fruit

Dinner:
Roast beef, roast/baked/fried chicken, roast pork, roast turkey, grilled fish, BBQ, roasted lamb
Beef/chicken stew
Rice, pasta (spaghetti, macaroni, lasagna) potatoes (baked, mashed...)
Boiled or Steamed Vegetables: corn, green beans carrots, peas, etc.
Pizza, hamburgers, hotdogs, tacos
Soups
Bread
Salad: lettuce, tomato, cheese, onions, dressing, etc.
Juice, water, milk

All food services items listed above are subject to approval by the U.S. Government medical personnel.

(i) Approved Menu: The Contractor shall follow the approved installation menu when planning and preparing all meals.

(ii) Progressive Food Preparation: Progressively prepare food items to yield optimum freshness, flavor, color, and texture.

Cook short-order breakfast items to order.

Prepare short-order items such as hamburgers, hot dogs, and french fries. Ensure an adequate flow of patrons through the line.

(iii) Serving Lines: Set up serving lines by the scheduled opening time. Food on the serving line shall be logically arranged and all foods shall be maintained at the specified temperatures. Replenish all foods, tableware, beverages, and condiments as necessary to ensure they are available to all patrons throughout the meal. Remove all food from the serving line within 15 minutes after the serving line is closed and cover, label and properly store all food, unless disposal of a leftover is appropriate.

(iv) Table Clearing: The Contractor shall be responsible to clear and clean all dining room tables and chairs or benches within five minutes after they are vacated to ensure a timely flow of patrons.

i. ****SAMPLE****

Breakfast Meal will be served in the ___*_____ Hotel restaurant as a buffet during established hours as posted. Dinner Meal will be served daily from _*__ hours to _*___ hours in the conference room adjoining the lobby or as otherwise coordinated. Actual headcount will be coordinated daily or as needed. Menu will consist of beef, poultry, or fish, salads and various fresh/canned vegetables, desserts, water, coffee, and soft drinks as coordinated with the chef and hotel staff by the ordering officer.

EXAMPLE OF GENERAL PRICING FORMAT FOR MEAL SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
XXXX	Breakfast	Each	____	$_____	$ _____
XXXX	Lunch	Each	____	$_____	$_____
XXXX	Dinner	Each	____	$_____	$_____

(6) SANITATION REQUIREMENTS:

(i) Personal Hygiene. The Contractor shall ensure all employees meet all personal hygiene requirements to include but not limited to; clean hands and fingernails at all times, proper hair and facial grooming, hair restraints, proper smoking restraint, etc.

(ii) Food Storage and Preparation: The Contractor is responsible for preventing all food-borne diseases by properly storing and preparing food in accordance with AFI 48-116, Control of Food-Borne Illnesses. This includes, but is not limited to: storage of bulk foods, refrigerated food, leftovers, perishables, etc. The Contractor shall prepare foods on surfaces that are cleaned and sanitized. All meats and poultry shall be cooked and prepared at the proper temperatures ensuring the food is thoroughly cooked throughout. (FOR PROPER TEMPERATURE RANGES ON VARIOUS FOODS, CONSULT AFI 48-116 OR YOUR MEAL SERVICES REPRESENTATIVE)

(iii) Equipment and Utensil Cleaning: The Contractor shall clean and sanitize all food service equipment and cookware to remove food particles, other soil, grease and cleaning or sanitizing agent residue to the standards set forth in this contract.

(7) HOUSEKEEPING.

(i) General: The Contractor shall furnish general housekeeping services in food service facilities before, during (if necessary) and after the serving of meals. The Contractor shall provide all equipment necessary to perform these services. The cleaning standards and housekeeping charts are intended to produce an acceptable level of performance.

(ii) Lavatories: The Contractor shall clean all lavatories in food service facilities.

(iii) Insect and Rodent Control: The Contractor shall take appropriate actions directed by the government to assist in the control of insects and rodents.

6. TENTS

(a) TENTS - SUMMER

(1) The services to be rendered consist of the rental, erection, dismantling and maintenance of all tentage and associated equipment.

(2) The Contractor shall provide ____*_____ square meters of billet tents to be erected at the site(s) and in the configurations as stated in the contract schedule and the plot plans provided.

(3) The tentage shall be constructed of PVC or polyester fire resistant canvas. The Contractor must ensure that all tent flaps and openings are adequately secured so as to prevent rain from entering the tent.

(4) Floors: The entire usable space within the tent must be covered with floors that are constructed of wood or other equally hard material (the material used must offer a nonskid surface). The floors must be installed in such a manner as to alleviate uneven surfaces that could cause personnel to stumble or trip. The floors must be elevated a minimum of 10 cm above the ground and capable of supporting 250 kg per square meter.

(5) Entrances/Exits: Each tent shall be equipped with at least two (2) lockable entrance/exit doorways. These doorways shall be constructed of wood, metal or plexiglass (no glass). The doors shall be a minimum of 100 cm wide and 210 cm high. (The Contractor will furnish the COR with a minimum of two keys per door.)

(6) Partitions/Dividers: Shall be made of canvas and/or other suitable fire resistant material. They must be a minimum of 2.40 meters in height and 3 meters long (unless otherwise specified).

(7) Lighting: Each tent shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm off the floor (subject to be measured at any place within the tent).

(8) Electrical Installations: A JP54 or equivalent fuse box shall be installed in each tent. The box shall be equipped with at least one connector to accommodate a single 38OV/16AMP male plug, CEE NORM. All wiring within the tent will originate from this fuse box and all circuits shall be properly fused. The specified quantities of electrical outlets, 22OV/16AMP, wires on floors shall be installed within the tent. The location of the outlets shall be coordinated with the COR. The Government will provide the required electrical power and will be responsible for the cables and connections from the Contractor's fuse box to the government furnished power source.

(9) Furniture: The specified number of tables and benches, capable of seating (6) six adults shall be provided. The Contractor shall place the furniture in the tent at the locations determined by the COR.

(10) The Contractor shall have ___*_____ each, designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. These persons shall be qualified to perform emergency tent maintenance.

(b) TENTS - WINTERIZED

(1) The services to be rendered consist of the rental, erection, dismantling and maintenance of all tentage and associated equipment.

(2) The Contractor shall provide _____*_____ square meters tentage to be erected at the site(s) and in the configurations as stated in the contract schedule and the plot plans provided.

(3) The tentage shall be constructed of PVC or polyester coated fire resistant canvas. In addition to the tentage, an exterior wall shall be constructed to enclose each tent to the height of the tent eaves. The exterior wall is to be constructed of wood that has a minimum thickness of 20 mm, or hard plastic/fiberglass that has a minimum thickness of 3 mm, or aluminum material which has a minimum thickness of .75 mm. The Contractor must ensure that all tent flaps and openings are adequately secured so as to prevent wind and/or snow from entering the tent.

(4) Floors: Unless otherwise specified the entire usable space within the tent must be covered with floors that are constructed of wood or other equally hard material (the material used must offer a nonskid surface). The floors must be installed in such a manner as to alleviate uneven surfaces that could cause personnel to stumble or trip. The floors must be elevated a minimum of 10 cm above the ground and capable of supporting 250 kg per square meter.

(5) Entrances/Exits: Each tent shall be equipped with at least two (2) lockable entrance/exit doorways. These doorways shall be constructed of wood, metal or plexiglass (no glass). The doors shall be a minimum of l00 cm wide and 210 cm high. (The Contractor will furnish the COR with a minimum of two keys per door.)

(6) Partitions/Dividers: Shall be made of canvas and/or other suitable fire resistant material. They must be a minimum of 2.40 meters in height and 3 meters long (unless otherwise specified).

(7) Heating: The Contractor must furnish sufficient forced air, fuel operated heaters capable of maintaining a minimum temperature of ___*____ C (+/-3 degrees C). Each heater will be installed on an appropriate drip pan. When partitions/dividers are installed the Contractor must ensure that adequate heaters are provided to heat each area. The heater installations shall be in accordance with the applicable with commercial standards for safety. Heaters are to be installed on the outside of the tents with heating ducts leading into the tents properly insulated. Fuel tanks: The Contractor shall furnish at least one 150 liter fuel tank per installed heater. The tank must be clean and fully operational at time of delivery. In addition, the Contractor will be responsible for the maintenance of the fuel tanks. The fuel tank installations shall be in accordance with the applicable VDE and Trade Union safety standards. The tanks must be installed on the outside of the tents.

(8) Fuel: After initial testing and set up of heaters, the Government will provide fuel oil as required during the performance of the contract.

(9) Lighting: Each tent shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm off the floor (subject to be measured at any place within the tent)

(10) Electrical Installations: A JP54 or equivalent fuse box will be installed in each tent. The box will be equipped with at least one connector to accommodate a single 38OV/16Amp male plug, CEE NORM. All wiring within the tent will originate from this fuse box and all circuits will be properly fused. The specified quantities of electrical outlets, 22OV/16Amp, wires will be installed within the tent. The location of the outlets will be coordinated with the COR. The Government will provide the required electrical power and will be responsible for the cables and connections from the Contractors' fuse box to the government furnished power source.

(11) Furniture: The specified number of tables and benches, capable of seating six (6) adults will be provided. The Contractor will place the furniture in the tent at the locations determined by the COR.

(12) The Contractor shall have __*___ each, designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. These persons shall be qualified to perform both emergency tent and heater maintenance.

(13) The US Government will provide:**

(i) Fuel upon completion of the erection of each tent.
(ii) The equipment and labor for snow removal (on top and in the vicinity) of each tent shall be the responsibility of the Government.

** Note to requiring activity - the Government should only commit itself to the furnishing of fuel when it is certain it can do so with proper additives to prevent freezing. This has been a problem in the past.

EXAMPLE OF GENERAL PRICING FORMAT FOR TENTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Tents				
xxxx	Erection/Installation	Each	____	$_____	$_____
xxxx	Rental and Maintenance	Month	____	$_____	$_____
xxxx	Dismantling and Removal	Each	____	$_____	$_____

7. SHOWER TRAILER & RELATED SERVICES

(a) SHOWER TRAILER with US Government-Furnished Utilities/Cleaning

The services to be rendered consist of the rental, installation, maintenance, cleaning (as specified) of the shower units and associated equipment and the removal of all Contractor furnished equipment upon completion of the rental period.

(1) The Contractors shall provide _*___ each trailer/s. The shower trailer/s are to be delivered and installed at the site(s) and in the configuration/s as stated in the contract schedule and the attached plot plans.

(2) The shower trailer/s shall be constructed in such a manner as to meet, or exceed, the applicable VDE and trade standards.

(3) The Contractor shall furnish the required hoses and power cables to connect the shower trailer/s to government provided utilities, i.e. water, electrical, and sewage. (In situations where the-hookup for government utilities exceeds 20 meters in distance, that distance must be specified in the requirement).
(4) The shower trailer/s shall meet or exceed the following minimum specifications:

(i) Size
6 meters in length
2.4 meters in width
2.4 meters in height

(ii) Shower Configuration: Shower room with a minimum six (6) shower heads. Dressing room with a minimum of four (4) wash basins equipped with hot and cold water faucets, four (4) mirrors and shelves, four (4) electrical outlets, and twelve (12) clothes hanging pegs/hooks.

(iii) Heaters: Electrical, constant controlled and adequate to maintain + or - 3 degrees.

(iv) Fan: Electrical, adequate size to ventilate the enclosure.

(v) Hot Water System: Electrical adequate to sustain a mixed water temperature of 450 degrees C + or - 3 degrees for a continuous period of 40 minutes or 20 individual showers prior to requiring a recycling. The hot water storage tank shall be a minimum of 400 liters and have a control system

that will prevent scalding. The hot water system shall be able to provide a water flow rate to each shower head of 18 GPM.

(vi) Lighting: Each trailer shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm above the floor.

(vii) Electrical Installation: Each trailer shall be equipped with a fuse box, with each-circuit within the trailer being appropriately fused to meet the applicable VDE standards. All electrical wiring within the trailer will originate from this fuse box. All outlets will be wired with an appropriate ground to ensure that personnel are not endangered by electrical shock.

(viii) Floors: All floors within the shower room shall be covered with a non-skid surface and/or aerated matting.

(5) The Contractor shall have __*__ each designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. They shall also be qualified to perform all types of shower trailer maintenance.

(6) The US Government will provide:

(i) Utilities with the completion of the installation of each shower trailer.
(ii) Cleaning of the shower trailer/s including the removal of trash, sweeping, mopping, cleaning of wash basins and shower stalls, and spot cleaning of interior/exterior of shower trailer/s. The Contractor shall ensure that the trailer/s are delivered clean and disinfected and the US Government shall return the trailer/s in the same condition.

(iii) The equipment and labor for snow removal (on top and in the vicinity) for each shower unit shall be the responsibility of the US Government.

(b) SHOWER TRAILER with Contractor-Furnished Utilities and Cleaning

The services to be rendered consist of the rental, installation, maintenance, cleaning (as specified) of the shower trailer/s and associated equipment; to include the removal of all Contractor furnished equipment upon completion of the rental period.

(1) The Contractor shall provide __*__ each shower trailer/s. The shower trailer/s are to be delivered and installed at the site(s) and in the configuration/s as stated in the contract schedule and the attached plot plans.

(2) The shower trailer/s shall be constructed in such a manner as to meet, or exceed, the applicable VDE and trade standards.

(3) The Contractor shall furnish all utilities to include, electricity, water and waste water disposal. Waste water shall be disposed of in accordance with the Host Nation Government ecology rules, regulations and laws.

(4) The shower trailer/s shall meet or exceed the following minimum specifications:

(i) Size (inside dimensions)
6 meters in length
2.4 meters in width
2.4 meters in height

(ii) Shower Configuration: Shower room with a minimum six (6) shower heads. Dressing room with minimum of four (4) wash basins equipped with hot and cold water faucets, four (4) mirrors and shelves, four (4) electrical outlets, and twelve (12) clothes hanging pegs/hooks.

(iii) Heaters: Electrical, constant controlled and adequate to maintain + or - 3 degrees.

(iv) Fan: Electrical, adequate size to ventilate the enclosure.

(v) Hot Water System: Electrical, adequate to sustain a mixed water temperature of 450C + or - 3 degrees for a continuous period of 40 minutes or 20 individual showers prior to requiring a recycling. The hot water storage tank shall be a minimum of 400 liters and have a control system that will prevent scalding. The hot water system shall be able to provide a water f low rate to each shower head of 18 GPM.

(vi) Lighting: Each trailer shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm above the floor.

(vii) Electrical Installation: Each trailer will be equipped with a fuse box, with each circuit within the trailer being appropriately fused to meet the applicable VDE standards. All electrical wiring within the trailer will originate from this fuse box. All outlets will be wired with an appropriate ground to ensure that personnel are not endangered by electrical shock.

(viii) Floors: All floors within the shower room will be covered with a non-skid surface and/or aerated matting.

(ix) Cleaning Services: Cleaning services shall be provided by the Contractor. Cleaning of the shower trailer/s shall include the removal of trash, sweeping, mopping, cleaning of wash basins and shower stalls, and spot cleaning of interior/exterior of the shower trailer. The Contractor shall ensure that the shower trailer/s are delivered clean and disinfected.

(x) The Contractor shall have _*__ each designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. They shall also be qualified to perform all types of shower trailer maintenance.

(xi) The US Government will provide: The equipment and labor for snow removal (on top and in the vicinity) for each shower unit shall be the responsibility of the Government.

EXAMPLE OF GENERAL PRICING FORMAT FOR SHOWER TRAILER/S:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Shower Trailer	Each/Month	_____	$ _____	$ _____
xxxx	Set-up/Distribution	Each	_____	$_____	$ _____
xxxx	Daily Cleaning	Each	_____	$ _____	$ _____
xxxx	On-Call Servicing	Each	_____	$ _____	$ _____
xxxx	Connection of Utilities	Each	_____	$ _____	$ _____
xxxx	Relocation of Trailers	Each	_____	$ _____	$ _____

8. REFUSE COLLECTION SERVICES

(a) TRASH, GARBAGE & WASTE COLLECTION (Specifications)

(1) The services to be rendered consist of the providing of refuse containers to be located at specified sites, the emptying of said containers and the proper disposal of the trash, garbage and waste.

(2) CATEGORIES OF REFUSE: The Contractor shall be responsible for handling various categories of refuse as described below:

(i) Regular Trash: All solid waste material, with the exception of those types listed in (i) through (vii) below:

- Typical size of containers: 1, 5, 10, 16, 20 or 24 cubic meters (cbm)
- Frequency of servicing (emptying): To be determined requiring activity.

(ii) Edible Garbage: All food waste that is generated by food service facilities.

- Typical size containers: 200 liters, 1, 5 or 10 cbm.
- Frequency of servicing: Daily emptying is mandatory.

(iii) POL Waste: Oils, antifreeze, brake fluid and any other vehicle related liquids.

- Typical size of containers: 500 or 1000 liters
- Frequency of servicing: To be determined by the requiring activity.

(v) Contaminated Soil: Dirt removed from around oil tanks or soil that has been contaminated by the accidental spillage of POL and/or chemical agents.

- Typical size containers: 10, 20, or 24 cbm
- Frequency of servicing: To be determined by the requiring activity.

(vi) Medical Waste: Solid waste generated by medical laboratory facilities which requires controlled disposal.

- Typical size containers: 200 liters, I or 5 cbm
- Frequency of servicing: Daily emptying is mandatory.

(vii) Liquid waste: Chemical agents and liquids generated by X-ray laboratories.

- Typical size tanks: 400 or 1000 liters
- Frequency of servicing: To be determined by the requiring activity.

(3) The Contractor shall provide all labor, material, transportation and equipment required for the delivery, installation, removal of trash and the pickup of the containers at the end of the rental period. In addition the Contractor is fully responsible for obtaining and holding current permits with approved dumping and disposal points. (Unless Government disposal points are specifically identified in the contract schedule)

(4) The emptying of each container includes the complete removal of all refuse from the container and the removal of all bagged refuse at the container location. In addition the Contractor is responsible for cleaning up all refuse that is spilled during the servicing/emptying process.

(5) The Contractor must implement a quality assurance program that will ensure that his work and the work performance by his employees is accomplished in such a manner that conforms with applicable standards of the trade and is in compliance with local and federal host nation ecology laws and directives. The Contractor must obtain and hold current all necessary approvals and permits for the lawful performance of the prescribed services. In addition, the Contractor must obtain the necessary permits for the operation of his service and disposal vehicles on Saturdays, Sundays and holidays.

(6) All refuse containers will be delivered, installed, and ready for use no later than 08:00 hours on the first day of the specified rental period.

(7) When on-call servicing/emptying of refuse containers and/or relocation of refuse containers are specified in the contract, the Contractor must perform the required services as specified below:

(i) When the Contractor is notified prior to 12:00 hours the work must be accomplished on the same date.

(ii) When the Contractor is notified after 12:00 hours, the work must be accomplished no later than 10:00 hours on the following date.

EXAMPLE OF GENERAL PRICING FORMAT FOR REFUSE COLLECTION:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Refuse Container	Each/Month	____	$ _____	$_____
xxxx	Set-up/Distribution	Each	____	$ _____	$_____
xxxx	Emptying of Containers	Each/Day	____	$ _____	$_____
xxxx	On-Call Servicing	Each	____	$ _____	$_____
xxxx	Relocations	Each	____	$ _____	$_____

9. LAUNDRY AND DRY-CLEANING

(a) LAUNDRY & DRY-CLEANING (Specifications)

The services to be rendered consist of complying with the Scope of Work below and providing Quality Control, Inspection of Services and maintaining the Hours of Operation as delineated in (1) through (4).

(1) SCOPE OF WORK: The Contractor shall furnish all management, labor, transportation, pickup and delivery service, housekeeping and facility operation in accordance with the terms and conditions of this contract. This contract includes all laundry, dry cleaning, and all other tasks and responsibilities deemed necessary and spelled out in this contract. The Contractor shall receive, account for, process, and return all organizational and individual items tendered for cleaning. Technical Exhibit XX--Workload Estimate lists the estimated quantities of work (as a SAMPLE).

(2) QUALITY CONTROL: The Contractor is responsible for establishing and having an active quality control plan.

(3) INSPECTION OF SERVICES:

(i) Inspection Service: The Contractor shall provide and maintain an inspection system that must be accepted by the government covering the services under this contract.

(ii) Inspection and Testing: The Government has the right to inspect and test all the services called for by the contract, to the extent practicable, at all times and places during the term of the contract.

(iii) Nonconformance with Contract Requirements: If any of the services do not conform to the contract requirements, the government may require the Contractor to re-perform the services in conformity with the contract requirements, at no additional expense to the government.

(4) HOURS OF OPERATION: The Contractor shall maintain the following customer service hours: Drop-offs will be in the ____*____ Hotel Lobby before 0900 Mondays and Thursdays. Contractor will deliver clean laundry by 1800 Mondays and Thursdays.

(b) DEFINITIONS

The Contractor will be familiar with and understand the following definitions:

(1) Clean: Finished articles are dry and free of visible soil, lint and objectionable odor. Spots and stains are removed where practical to do so without damaging the fabric.

(2) Contracting Officer Representative (COR): an individual appointed in writing by the Contracting Officer to perform expressed contract administration functions.

(3) Dry Cleaning: Dry cleaning involves the immersion of garments in dry cleaning solvents and cleaning them by use of mechanical action and soaps or synthetic detergents. Dry cleaning removes some soluble and some insoluble soils and dissolves grease stains through the combined actions of dry cleaning solvents, mechanical action, soaps, synthetic detergents, and other cleaning aids.

TYPES OF DRY CLEANING

- Small - an item requiring the approximate time, effort, and cost to process as a sleeveless sweater and /or blouse.
- Medium- an item requiring the approximate time, effort, and cost to process as a pair of trousers and /or jacket.
- Large - an item requiring the approximate time, effort, and cost to process as a coat and or overcoat.

(4) Laundering: The process by which soiled fabric items are cleaned and treated. The term includes cleaning by mechanical action and by hand in appropriate temperature water solutions of detergents and other additives.

TYPES OF LAUNDRY

- Small - an item requiring the approximate time, effort, and cost to process as a pillowcase or wrapper.
- Medium- an item requiring the approximate time, effort, and cost to process as a sheet or bedspread.
- Large - an item requiring the approximate time, effort, and cost to process as a sleeping bag.

(5) Packaging: The process by which clean garments or other items are placed on hangers and placed in protective paper or plastic film bags. Small items of clothing and other clothing which are not customarily placed on hangers shall be wrapped in protective poly-wrap in accordance with commercial or local practice.

(6) Pressing: Pressing is the process for insertion of required crease and removal of undesirable wrinkles from clean garments or items.

(c) SPECIFIC TASKS. The Contractor will provide for and comply with the following Specific Tasks:

(1) Services Provided: The Contractor shall provide services to individuals and organizations of _____*_____ at _____*_____. Services shall be provided in accordance with the terms and conditions of this contract. The Contractor shall process and finish all clothing and other items in accordance with the requirements contained in the workload data in Technical Exhibit XX. (See Sample)

(2) Workmanship and Sanitation: Delivered articles shall conform to the generally accepted industry and local standards of quality, cleanliness, finish, appearance, and packaging. The items shall not only be clean in the sense of being free from soil and stains, but also free from bacteria, fungi and micro-organisms, including pathogens and disease producing organisms. All work performed shall be done under sanitary conditions. The contract facility shall be open to inspection of

conditions at any time by a representative of the US government, and the government reserves the right to perform or cause to have performed any test necessary to determine the sanitary condition of the articles delivered by the Contractor.

(3) Classification of Items: Clothing or linen articles received by the Contractor shall be individually inspected for condition of serviceability and classified as to the type of service required.

(4) Re-performance: Any items found to have been unsatisfactorily cleaned shall be re-cleaned by the Contractor at no additional cost to the government.

(5) Repair: The Contractor shall repair, at his expense, all damages to individual garments which occur while in the custody of the Contractor, to include rips, tears, holes, open seams, and replacement of buttons and repair or replacement of zippers.

(6) Organizational Bulk Items: Organizational items shall be returned in bulk unless another method is specified. Items shall be counted from baskets into waiting vehicles or across the counter to the customer.

(7) Linen Exchange Activity: The Contractor shall operate a linen exchange activity. The Contractor is responsible for receiving, collecting, exchanging, and distributing linen exchange articles to and from organizations, activities, or authorized individuals and accomplishing the tasks below:

(1) Receive, collect, exchange and distribute linen exchange articles to and from organizations, activities, or authorized individuals.

(2) Verify count or weight of items received against receiving and shipping documents.

(3) Store items in storeroom and linen exchange points.

(4) Keep items properly segregated to comply with local safety, fire prevention and other storage regulation.

(8) Stockage Inventory System: The Contractor shall establish a stockage inventory system to track all incoming and outgoing linen. The Contractor shall perform a search for missing items in order to reconcile inventory with stock records.

(9) Exchange Items: Items that have been identified for direct exchange shall be exchanged for like items at time of turn-in. Items that are not direct exchange shall be identified separately and processed to be ready for pickup by the customer within a 72-hour period. Sheets, pillowcases, mattress pads, mattress covers, towels and blankets received from organizations may be intermingled (except for medical, if applicable) and processed for reissue to any organization or individual.

(10) Pick-up & Delivery Service: The Contractor shall provide pickup and delivery service. This service shall include loading, unloading, segregating, transporting, counting and obtaining necessary documentation for items picked up or delivered.

(11) The Contractor shall provide his own vehicles and they shall be maintained in safe operating condition at all times.

(12) Weighing/Counting of Articles: Weighing/counting of articles, including the laundry bag, shall be done by government personnel prior to pickup. The laundry that the Contractor picks up may be dirty/wet. The Contractor shall verify weight or count and sign a pickup ticket for the items being picked up. Such a signature constitutes an agreement to the government's weight/count unless a specific exception is noted on the ticket.

(13) Verification: The Contractor shall record the number of pounds/pieces delivered on the delivery ticket and the government rep will verify the amount. The Contractor must provide a list for items not delivered on scheduled.

SAMPLE

TECHNICAL EXHIBIT XX
LAUNDRY & DRY CLEANING
WORKLOAD ESTIMATES

ITEM	ESTIMATED QUANTITY-(PER DROP OFF)	PRICE
BDU TROUSERS	250	$3.08
BDU JACKET	250	$3.08
FLIGHT SUIT	50	$3.08
T-SHIRT	1000	$1.92
UNDERWEAR (MALE/FEMALE)	1050	$ .88
SOCKS (PAIR)	1000	$ .88
TOWEL (HAND OR BATH)	100	$1.15

RECOVERY RATES FOR LOST OR DAMAGED ITEMS WILL BE PER LOCAL MARKET CONDITIONS FOR _____*_____. THIS IS __*_% OF PURCHASE PRICE.

ITEM	PURCHASE PRICE (NEW)	RECOVERY PRICE
BDU TROUSERS	$35	$
BDU JACKET	$33	$
FLIGHT SUIT	$50	$
T-SHIRT	$2	$
UNDERWEAR (MALE)	$2	$
UNDERWEAR (FEMALE)	$5	$
BRA	$5	$
SOCKS (PAIR)	$2	$
TOWEL (HAND OR BATH)	*$2*	$

EXAMPLE OF GENERAL PRICING FORMAT FOR LAUNDRY & DRY-CLEANING:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	See above item list for various military clothing items	_____	_____	$_____	$_____
xxxx	Same as above	_____	_____	$_____	$_____
xxxx	Same as above	_____	_____	$_____	$_____

10. FORKLIFTS

(a) FORKLIFT (Specifications): The services to be rendered consist of rental, delivery, maintenance and removal of a specified type and size of forklift(s).

(1) Contractor shall provide forklift(s) for the stated rental period which will be of a commercial type that is equipped for outdoor use. The lifts must have the capability of lifting the specified weight (Kilos), to a minimum of 2.5 meters in height. In addition the equipment shall be capable of maintaining stability on a 6% incline, while handling a load of the specified amount.

(2) At the time of delivery the forklifts shall be in a sound mechanical condition free of all known defects, ready for immediate use. The equipment must meet all the applicable VDE and Trade Union requirements for safe operations.

(3) In addition to the above, the forklifts will be equipped with the following:

(i) Gas/diesel powered engine
(ii) Self-sustained electrical system to include an electric starter
(iii) Pneumatic tires (snow chains to be provided during winter months)
(iv) Spark proof exhaust system
(v) Front and rear lights that will facilitate on-road operations during periods of darkness.
(vi) Driver protection roll bar
(vii) Adjustable forks
(viii) Warning device (automatically activated when the lift is placed in reverse gear)

(4) The Contractor shall furnish all the transportation, labor, material and supervision required for the delivery, operational test, repair and maintenance and removal of the equipment at the end of the rental period. In addition the Contractor shall furnish all POL products, (with the exception of fuel). This is to include distilled water for batteries.

(5) The Contractor shall provide a point of contact for "on call, maintenance and/or replacement of equipment. The point of contact must be available from 08:00 to 20:00 hours to include Saturdays, Sundays and all local and American holidays. The Contractor shall provide all the labor, material and supervision required to keep the equipment in a serviceable and safe operating condition. Repair and maintenance may be performed on site, subject to coordination with the COR. If a forklift becomes inoperable due to the need for repair and/or maintenance, the Contractor will be notified immediately. The Contractor must respond, within six (6) hours after notification, to perform the repair and maintenance services. If repair and maintenance services cannot be performed within the same day, the Contractor shall furnish a replacement unit. Equipment that remains inoperable for more than a 12 hour period will be considered not available for use and rental fees will cease until the equipment is repaired to a fully operational condition or replaced with a serviceable unit. The pick-up and removal of inoperable equipment will be accomplished at.-Contractor expense.

(b) FORKLIFTS—ACCEPTANCE & RETURN

(1) Acceptance for forklifts by the Government: At the time the forklifts are delivered to the Government, the Contractor shall issue in duplicate a document, written in English, for each fork-lift, which provides the user a means to annotate the conditions of the equipment. In addition, general operating instructions, to include the refueling procedures, how to check and add oil, proper operating techniques and preventive maintenance procedures will be provided by the Contractor. The Contractor and the COR will jointly inspect the equipment for completeness and will list all damage (such as, but not limited to, scratches, dents, etc.) on the document. The document must be signed and dated by both the COR and the Contractor as acknowledgment that the forklift was received by the Government in the condition described/ annotated. A copy of the document shall be retained by the Contractor and the COR for use during the joint inspection that must again be conducted at the end of the rental period.

(2) Return of forklifts to Contractor: Upon expiration of rental period, forklifts will be returned to the Contractor, clean and complete with all accessories. Utilizing the document, a joint inspection will be conducted and all discrepancies will be noted. Both the COR and the Contractor, or his authorized representative must sign the document to acknowledge the return of the equipment in the described condition. Reasonable wear and tear, as well as damages which are not annotated on the turn-in document shall not be considered as valid if the Contractor later submits a claim against the Government.

EXAMPLE OF GENERAL PRICING FORMAT FOR FORKLIFTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	FORKLIFT 3 TON	EACH	____	$_____	$_____

11. FORCE PROTECTION

(a) During an OOTW support event, the HS Contractor may be requested to provide force protection in non-hostile environments. Support required may include, but not limited to, security personnel, escorting (sea and land), barriers, fencing, lighting, or equipment.

(b) If there is a requirement for force protection, a specification or statement of work will be provided to the HS Contractor for pricing prior the receiving an order from an authorized Contracting Officer.

12. LOGISTICS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide logistics support. Support may include, but not limited to, assistance with customs and air, ground, or rail transportation for pre-deployment and site surveys in remote areas.
(b) If there is a requirement for logistics support, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

13. SUPPLIES

(a) During an OOTW support event, the HS Contractor may be requested to provide various types of supplies when not readily available from the U.S. Government supply system. General supplies are classified as follows:

Class I – Food, Rations, and Water (e.g., bottled water, ice, reefers, etc.)
Class II – Clothing (e.g., foul weather gear, poncho liners, boots, etc.)
Class III – Petroleum, Oils, and Lubricants
Class IV – Construction Material (e.g., lumber, gravel, barriers, haul assets, yellow gear, fasteners, concrete mix, etc.)
Class VI – Personal Items (e.g., parts for commercial vehicles, camp equipment, air conditioners, cell phones, computers and peripheral equipment, coffee makers, microwave ovens, etc.)
Class VIII – Medical Supplies (e.g., medicines, medical supplies, veterinary medicines)
Class IX – Repair Parts
Class X – Miscellaneous Supplies

(b) If there is a requirement for supplies, the bill of materials or specifications will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

14. REPAIR SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide repair services. Services may include, but not limited to, repair of generators, light suites, environmental control units, vehicles (e.g., commercial trucks and cars) and material handling equipment (MHE).

(b) If there is a requirement for repair services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

15. CAMP AND FIELD HABITABILITY SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide camp and field habitability services. Services may include, but not limited to, rental of toilet/bathing facilities, berthing trailers, rental of pre-existing hard structure buildings or hotel rooms, garbage collection services, potable water, vehicle rental, laundry services, cell phones, fuel, food service, power generation/distribution, pest extermination services, plumbing services, and administrative support.

(b) If there is a requirement for habitability services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

16. TRANSPORTATION SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide transportation services. Services may include, but not limited to, providing vehicles/trucks/buses (with and without drivers), tactical level transportation (air, ground, rail, and sea) in remote areas when military transportation isn't available, and express delivery services (e.g., DHL, FEDEX, etc.).

(b) If there is a requirement for transportation services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

17. INFORMATION OPERATION/SYSTEMS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide information operation/systems support.

(b) If there is a requirement for information operation/systems services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

18. MORTUARY AFFAIRS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide mortuary affairs support.

(b) If there is a requirement for mortuary affairs support services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

19. CULTURAL AWARENESS TRAINING

(a) During an OOTW support event, the HS Contractor may be requested to arrange cultural awareness training.

(b) If there is a requirement for cultural awareness training, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

20. DIETICIAN SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide dietician support.

(b) If there is a requirement for dietician support, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

21. COMMUNICATIONS

(a) During an OOTW support event, the HS Contractor may be requested to provide communications services. Services may include, but not limited to, providing cell phones, satellite phones, internet connectivity, calling cards, land lines, and Wi-Fi services.

(b) If there is a requirement for communications services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

22. TRANSLATION SERVICES

(a) During an OOTWsupport event, the HS Contractor may be requested to provide translation services.

(b) If there is a requirement for translation services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

23. MORALE, WELFARE, AND RECREATION (MWR) SERVICES

(a) In the absence of an existing U.S. Government authorized Information, Ticket and Tours (ITT) contract, during an OOTW support event, the HS Contractor may be requested to provide MWR services. Services may include, but not limited to, providing arranging trips, tours and hotel accommodations.

(b) If there is a requirement MWR services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

Attachment 10 - QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Husbanding Services
Western Pacific & Indian Ocean Regional Contracts

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance-based Performance Work Statement (PWS). This performance-based plan sets forth the procedures and guidelines the U.S. Fleet & Industrial Supply Center, and its detachments will use to monitor contractor's performance, evaluating port visit cost reporting, non-priced item pricing performance, and ship's overall satisfaction with the of the husbanding service contractor's port visit services.

1.1 PURPOSE

1.1.1. The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the port visit cost reporting requirements, adhering to the non-priced item pricing performance standards, and meeting the ship's task order requirements as identified in the PWS.

1.1.2 This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

2.0 PERFORMANCE MANAGEMENT APPROACH

2.1 The performance-based PWS structures the acquisition around "what" service is required as opposed to "how" the contractor should perform the work. This QASP will define the performance management approach taken by the Contracting Officer to monitor, manage, and take appropriate action on the contractor's performance against expected outcomes or performance objectives communicated in the PWS. Performance management rests upon developing a capability to review and analyze information generated through performance metrics. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management. The data generated in a performance management approach provides information that indicates whether or not expected outcomes for required services are being achieved adequately by the contractor.

2.2 Performance management also represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether or not outcomes are being achieved and migrates away from scrutiny on compliance with the processes and practices used to achieve the outcome. The only exceptions to process reviews are those required by law and compelling business situations

such as safety and health. An outcome focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved at the desired levels of performance.

3.0 PERFORMANCE MANAGEMENT STRATEGY

3.1 The contractor will develop and utilize staffing and procedures, for use on a continuous basis, for self inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS.

3.2 The Contracting Officer will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The Government will make decisions based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

4.0 ROLES AND RESPONSIBILITIES

4.1. Procuring Contracting Officer (PCO). The PCO is the individual who performs preaward functions and awards or executes a contract. The PCO will retain post award functions. Accordingly, the PCO performs assigned post award functions related to the administration of the contract. Ensures performance of all necessary actions for effective contracting, monitors compliance with the terms of the contract, and safeguards the interests of the Government. The PCO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

4.2. Contracting Officer Representative (COR). The Government personnel who perform quality assurance functions for a contracted service.

- Provide technical assistance to the contracting office
- Provide functional continuity and stability
- Maintain proficiency in contract surveillance procedures
- Perform surveillance in accordance with the surveillance plan and provide documentation of surveillance observations to the PCO, as required
- Notify the PCO of any significant performance deficiencies
- Prepare input to the Contractor Performance Assessment Reporting System (CPARS)

4.3 Ordering Officers (e.g., Ship SUPPO) are responsible to

- Issue the orders in accordance with the terms and conditions
- Monitor, assess, and communicate the performance of the contractor. Government surveillance may occur under authority of the Inspection/Acceptance paragraph of clause 52.212-4, Contract Terms and Conditions – Commercial Items, for any supply or service relating to the contract.

5. PERFORMANCE OBJECTIVES AND METHOD OF SURVEILLENCE

The contractor shall provide husbanding service support in accordance with the PWS. While the contractor is fully expected to comply with all requirements in the PWS, the government's assessment of contractor performance will focus mainly on the performance objectives that are also listed in the Attachment 10a. QASP Matrix. The level of the acceptance for each objective is also established

5.1. Performance Objective #1:

Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 schedules provided as part of the RFP. The On-line Pricing Application Tool may be utilized for the creation of the estimate.

Method of surveillance: E-mail received from the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided.

Level of acceptance:

- On time 100%

- Up to 2 working days late, but before ship's arrival 80%

- 3-4 working days late, but before ship's arrival 60%

- Over 4 working days late but before ship's arrival 40%

- None before ship's arrival 0%

5.2. Performance Objective #2:

Submit final LogSSR within seven (7) days of each ship's departure (includes entering data into LogSSR and submitting all supporting documentation).

Method of surveillance: Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.

Level of acceptance:

- Within 7 calendar days after ship's departure 100%

- Within 08-14 calendar days after ship's departure 80%

- Within 15-30 calendar days after ship's departure 50%

- Over 30 calendar days after ship's departure 0%

5.3. Performance Objective #3:

LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages).

Method of surveillance: Compare the LogSSR data and PVCR/invoice data.

Level of acceptance:

- No errors 100%

- 1 error 80%

- 2 errors 60%

- 3 errors 40%

- Over 3 errors 0%

5.4. Performance Objective #4:

In Port Pricing. The HSP shall maintain the online pricing application's 'real-time' pricing capability and update non-priced item pricing and ordering data during the actual performance period the ship is in port. The HSP shall continue to input documentation into the application during the entire port visit.

The HSP shall update this report at least once per day of performance between the hours of 0700 and 2300, if applicable, while ship is in port until the completion of the ship's visit.

Method of surveillance: check the on-line pricing tool during the ship's visit and after the ship's departure to verify that the contractor updates the On-line Pricing Application with the additional requirements and for the non-priced item the procedure established has been followed.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

5.5 Performance Objective #5

Final Price Report. A Final Price Report must be reported in On-line Pricing Application Tool and itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 within forty eight (48 hours) after a ship leaves port. The HSP shall include all paid and unpaid invoices to the report.

Any changes to final prices paid shall be updated within the On-line Pricing application within one (1) calendar day of the change.

Method of surveillance: periodic checks of the On-line Pricing Application during port visits and forty eight (48 hours) after a ship leaves port.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

5.6 Performance Objective #6:

Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.

Method of surveillance: After each ship visit, the ship submits a port visit cost report indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

6.0 METHODOLOGIES TO MONITOR PERFORMANCE

6.1 In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate contractor performance. The Contracting Officer will use the On-line Pricing Application, the LogSSR and any input from the requiring activity as sources of comments on the contractor's performance.

6.2 The ships always have the option to communicate complaints to the Contracting Officer as opposed to the contractor. The complaints can be submitted during or after the visit; however the primary document that reports the complaints is the Port Visit Cost Report (PVCR). The Contracting Officer will accept the ships complaints and will investigate.

7.0 QUALITY ASSURANCE REPORTING

7.1. Within 30 days following the end of each quarter, the COR/PCO will prepare a report that shows the level of acceptance for each performance objective reached throughout the quarter. An overall average of the performance area objective area scores will be tracked for each port visit and for all port visits within the quarter. 80% is the overall goal for performance in each of these areas.

8.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

8.1 The Government shall use the observation methods cited to determine whether the AQLs have been met. The Government will evaluate the results which then may be translated into the specific negative incentives should performance not meet the AQL (for failure performance, see paragraph 9.0)

8.2 The PCO may require the contractor's project manager, or a designated alternate, to meet with the Government personnel as deemed necessary to discuss performance evaluation. The PCO will define a frequency of in-depth reviews with the contractor. However, if the need arises, the contractor will meet with the PCO as often as required or per the contractor's request. The agenda of the reviews may discuss:

- Performance measured by the metrics and trends
- Issues and concerns of both parties
- Recommendations made by the KO based on contractor information
- Issues arising from independent reviews and inspections

8.3 The PCO and contractor should jointly formulate tactical and long–term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the PCO.

9.0. FAILURE TO PERFORM

9.1 The contractor may be contacted for consideration, may receive negative past performance ratings or may be terminated based on failure to perform.

Consideration: The KO will negotiate consideration in instances where the HSP fails to meet performance requirements.

Negative Past Performance Ratings: The COR may submit negative performance information into the Contractor Performance Assessment Reporting System (CPARS).

Termination. If the KO determines that the contractor has failed to perform to the extent that a termination for cause is justified, the KO shall issue a notice of termination, consistent with FAR Part 12.

LIST OF ATTACHMENTS

Attachment 10a. QASP Matrix

Attachment 10a: QASP Matrix

Attachment 4a	Required Service	Levels

Required Service	Performance Standards	Method Of Surveillance	Goals
Timely submission of estimates within 48 hours after receipt of the order.	Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2. The On-line Pricing Application Tool may be utilized for the creation of the estimate.	E-mail received by the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided..	- On time 100% - Up to 2 working days late, but before ship's arrival 80% - 3-4 working days late, but before ship's arrival 60% - Over 4 working days late but before ship's arrival 40% - None before ship's arrival 0%
LogSSR and final cost reports	Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.	LogSSR Data-base	- Within 7 calendar days after ship's departure 100% - Within 08-14 calendar days after ship's departure 80% - Within 15-30 calendar days after ship's departure 50% - Over 30 calendar days after ship's departure 0%
LogSSR report accuracy	LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages)	Compare the LogSSR data and PVCR/invoice data.	- No errors 100% - 1 error 80% - 2 errors 60% - 3 errors 40% - Over 3 errors 0%

In Port Pricing	(1) The HSP shall maintain the online pricing application's 'real-time' pricing capability and update ALL pricing and ordering data during the actual performance period the ship is in port. The HSP shall continue to scan support documentation into the application during the entire port visit. (2) The HSP shall update this report at least once per day of performance between the hours of 0700 and 2300, if relevant, while ship is in port until the completion of the ship's visit.	On-Line Pricing Application	- Satisfied 100% - Not Satisfied 0%
Final Price Report	(1) A Final Price Report must be reported in On-line Pricing Application Tool and itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 within forty eight (48 hours) after a ship leaves port. The HSP shall include all paid and unpaid invoices to the report (3) Any changes to final prices paid shall be updated within the application one (1) calendar day of the change.	Online Pricing Application	- Satisfied 100% - Not Satisfied 0%
Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.	After each ship visit, the ship submits a port visit cost report to indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.	Ship's port cost visit report, observations, complaints	- Satisfied 100% - Not Satisfied 0%

Attachment 11 - QUALITY ASSURANCE FOR PROVISIONS

September 2006

SECTION I. GENERAL REQUIREMENTS

1. **SANITARILY APPROVED SOURCES:** All subsistence items shall be from approved sources as authorized, or exempted in NAVSUPINST 4335.4F/AR 40-657/AFR 161-32/MCO P10110.31G. Name and address of processing facility shall identify any subcontracting entities utilized other than the primary contractors. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore has available approved source listings of authorized subsistence incorporated into VETCOM Circular 40-1, Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Hawaii and Pacific) and other regions maintained and published by HQ, US Army Veterinary Command, Fort Sam Houston, Texas (http://vets.amedd.army.mil/vetsvcs/approved.nsf). The U.S. Army Veterinary Representative, prior to commencing a contract/Blanket Purchase Agreement (BPA), shall inspect all required potential sources identified. Failing to pass inspection shall be grounds for not issuing a BPA and grounds for cancellation if the facility fails inspection after a BPA has commenced. This applies to all contractors and subcontractors. Documents cited here shall be provided to the contractor upon written request.

2. **DELIVERY VEHICLES:** The supplies delivered under this contract/BPA shall be transported in a sanitary enclosed/covered or open flatbed vehicle. Semiperishable items delivered in open flatbed vehicle shall be covered with a tarp to protect products from rain or foreign objects. Vehicles shall be equipped to maintain the appropriate temperature for the subsistence being delivered. Vehicles shall be maintained in a sanitary condition to prevent contamination of the food and shall be subject to inspection by the government at all reasonable times. Supplies submitted for acceptance in vehicles, which are not sanitary, may be rejected without further inspection. Concurrent transportation of bulk contained pesticides, rodenticides, petroleum products, inedible products, household chemicals, or other caustic or volatile compounds are undesirable but occasionally necessary. When a carrier jointly transports subsistence and cleaning agents or hazardous products, the cleaning agents or hazardous products shall be segregated from the subsistence to the greatest extent. Segregated to the greatest extent means that all cleaning agents or hazardous products shall be unitized, loaded completely lower and horizontally from the subsistence to the maximum distance allowed by the physical configuration of the carrier. Shrink-wrap shall be used to secure items to pallets and provide stabilization.

3. **CODE DATING:** Master-shipping boxes shall be stamped or embossed with code dates, except Fresh Fruits and Vegetables, (FF&V). Coding must represent the date of slaughter, production, pasteurization, manufacture, or expiration/pull date. Open code shall have the date, month and year or Julian date, (last number of the year with the number of days). Closed code, such as letters and numbers, shall have an accompanying letter from the manufacturer explaining the code and shelf life.

4. **PACKAGING:** Standard commercial packaging is acceptable as long as it meets the requirements set forth in this agreement, product is protected from contamination, and quality is preserved. Products shall be packaged in non-returnable commercial containers that do not exceed 55 pounds or 25 kilograms per container. The use of a plastic shrink-wrap to secure items to the pallet shall be minimized.

5. **SHELF LIFE REQUIREMENTS:** Unless otherwise specified in this agreement, products shall be delivered with not less than one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining. If the supplies delivered DO not have the minimum number of days of shelf life remaining as set forth in this agreement, the government shall have the right to reject and/or require replacement.

6. **TEMPERATURE REQUIREMENTS:** Unless otherwise specified in this agreement, all perishable products shall be delivered between 32°F-41°F (0°C-5°C) for chilled and 0°F (-18°C) or below for frozen. Temperatures shall be checked between the primary container and the outer container to reduce product damage. If a discrepancy is suspected, internal temperature shall be checked prior to rejection or acceptance of the products.

7. **REJECTED ITEM:** Any item recommended for rejection by the U.S. Army Veterinary Representative or receiving activity shall be annotated on the invoice or delivery receipt. The Contracting Officer Representative shall negotiate on price adjustment for quality or short shelf life defect as requested by receiving activity based on the U.S. Army Veterinary

Representative inspection results. Replacements shall be coordinated with the Contracting Officer Representative as requested by the receiving activity.

8. **FOREIGN ORIGIN PRODUCTS:** Foreign establishments DO not have to be Directory listed if the prepackaged finished items they produce are imported by distributors or brokers into the continental United States, Hawaii or Alaska for sale to U.S. Armed Forces. This exemption Does not apply to establishments importing food directly into the U.S. territories of American Samoa, Guam, or the Mariana Islands without entering the continental United States, Hawaii or Alaska.

9. **CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD:** See Appendix B below.

SECTION II. QUALITY ASSURANCE PROVISIONS BY ITEM

1. **DAIRY PRODUCTS:**

a. Milk products shall be from approved sources and meet the raw, pasteurized, bacteriological and chemical requirements of the United States Public Health Service (USPHS) Publication 229 (Grade A Pasteurized Milk Ordinance). Frozen deserts and novelties shall be from approved sources in accordance with applicable military or local specifications or in the absence of applicable specifications, good manufacturing practice. Bacteriological and chemical testing may be accomplished at origin or destination. The U.S. Army Veterinary Representative shall submit non-conforming results to the Contracting Officer and provide a copy furnished to the contractor with a letter of explanation. The letter shall inform the contractor that unreliable quality controls may result in suspending further deliveries in accordance with NAVSUPINST 4355.6A/AR 40-70. NAVSUPINST 4355.6/AR 40-70 sets forth the microbiological testing program and suspension procedures for dairy products.

b. Temperature on delivery: Fresh dairy products shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C). Frozen products shall be delivered at 0^{o}F (-18^{o}C) or below.

c. Cheese Related Products:

(1) Soft cheeses such, as mozzarella, natural provolone, cream cheese, and etc., shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C).

(2) Hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, etc., shall be delivered between 32^{o}F and 50^{o}F (0^{o}C and 10^{o}C).

2. **FRESH FRUITS AND VEGETABLES (FF&V): See Appendix A.**

a. All FF&V shall be freshest product available. FF&V shall have eye appeal and shall be a minimum of 90% free from quality defects and 100% free of decay or loss. The Contracting Officer Representative shall negotiate a downward price adjustment for quality defects based on the U.S. Army Veterinary Representative inspection results and confirmed by receiving activity.

b. FF&V shall be delivered in an enclosed vehicle, equipped to maintain the temperature required for the type of FF&V. Mixed loads of FF&V shall be between 35^{o}F and 55 °F (2^{o}C and 12^{o}C).

c. FF&V such as bananas that are sensitive to ethylene oxide shall not be palletized and wrapped with items that are ethylene oxide producers such as apples. Plastic wrapped around the product inside the boxes shall be removed to allow air circulation.

d. Fresh mushrooms shall not be packaged airtight. Packages that are wrapped in plastic shall have air hole cut into plastic 1/8 inch in diameter or larger.

e. FF&V such as bananas, potatoes and onions that are sensitive to chill damage shall be delivered without refrigeration or not less than 56 °F (14^{o}C). FF&V delivered in an open flatbed vehicle shall be protected with a tarp.

f. For repacked FF&V, the recycled boxes shall be clean and odorless; weigh not more than 45 pounds, (20 kilograms); labeled with the name and weight of the item on two adjacent sides of the box and legibly handwritten or printed.

3. **FROZEN MEAT AND POULTRY**

a. Unless otherwise requested, all frozen meat and poultry products must be USDA inspected or USDA certified. They must be listed in one of the following publications: "Meat and Poultry Inspection Directory", or "Directory of Sanitarily Approved Food Establishment for U.S. Armed Forces Procurement. ".

b. Temperature at delivery shall be 0°F (-18°C) or below. If the product is frozen to the point that a bimetallic thermometer cannot be pushed into the product and there does not appear to be significant surface thawing or crystallization the product shall be considered acceptable. These factors shall be considered due to the lack of proper equipment for drilling frozen item.

c. Age at delivery in the frozen state:

(1) Beef shall be delivered no more than 12 months after the date of pack.

(2) Poultry shall be delivered no more than 12 months after the date of pack.

(3) Pork shall be delivered no more than 12 months after the date of pack.

(4) Lamb and veal be delivered no more than 12 months after the date of pack.

NOTE: If the manufacture, slaughter or expiration date is stamped, not embossed on the box, the Health Certificate from origin shall be available for verification by the inspecting U.S. Army Veterinary Representative.

4. **FROZEN WATERFOODS:**

a. Temperature at delivery 0°F (-18°C) or below and shall be checked using the guidance reference previously in paragraph II.3.a.

b. Age at delivery in the frozen state:

(1) Seasonal packed items shall be delivered no more than 12 months after the date of pack.

(2) Oysters shall be delivered within 6 months of shucking/freezing.

(3) Shrimp shall be delivered within 180 days, of packaging/freezing.

c. General Guidance: All items shall be delivered in excellent condition, practically free of parasites, and show no evidence of mishandling.

5. **SHELL EGGS:**

a. Shell eggs shall be cleaned and free of damage (broken, cracked, leaker, etc.,). The U.S. Army Veterinary Representative shall recommend rejection of eggs with excessive dirt or feces.

NOTE: A small quantity of dirt is allowed on eggs delivered from plants that are only approved for unwashed eggs, small defined as having relatively little size or slight dimension.

b. Fresh shell eggs delivered directly from the farms within 48 hours of production may be delivered in unrefrigerated vehicles that are covered. The vehicles must meet all the requirements listed in Section I, par. 2. Boxes shall be marked with the date of production with the vendor's name and address.

c. Chilled fresh shell eggs that are procured from food distributors shall be delivered in refrigerated vehicles and shall be delivered within 15 days from the date of packaging. Internal temperature of eggs at delivery must be 41°F (5°C) or below.

6. **BAKERY PRODUCTS:**

a. Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined.

b. Bakery products shall be delivered within 48 hours from the date of production. Frozen bakery products shall be delivered within 6 months from the date of production, (SL 12 months), and in a refrigerated truck with a temperature of 0°F (-18°C).

SECTION III. SPECIFIED ANCHORAGE DELIVERIES

1. Due to the special circumstances associated with anchorage deliveries, the following exceptions are authorized, but shall not relieve the contractor or the BPA holder of any other requirements in the Quality Assurance Provisions unless specifically listed below:

a. Dairy products may be delivered in non-refrigerated containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. When a refrigerated unit is not used, the dairy products shall be packed in special containers that hold multiple units of product (bi-wall/tri-wall boxes), with dry ice based on the product weight to maintain internal temperature of 41°F (5°C). The special container shall be packed to allow air circulation within. Dairy products shall be given the highest priority for loading/off-loading upon receipt.

b. FF&V may be delivered in unrefrigerated containers in the most expeditious manner to ensure the least amount of exposure to high temperatures.

c. Miscellaneous frozen products may be delivered in non-freezer containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. Frozen items shall be packed with dry ice based on the product weight to maintain frozen state. The special container shall be packed to allow air circulation within. Although slight temperature deviations may occur, proper packaging and sufficient quantities of dry ice shall preclude excessive temperature deviations and thawing. Any item showing sign of thawing shall be rejected.

2. Although special considerations are authorized in anchorage deliveries, no exceptions have been authorized or shall be accepted for reduced sanitary standards, including the sanitation of the vehicles, boats, and shipping containers. The reuse of containers to transport products with dry ice is authorized as long as the container is sanitary and serviceable.

3. No deviations to these Quality Assurance Provisions are authorized without prior written approval from the Contracting Officer and U.S. Army Veterinary Representative. Deviations shall be granted prior to quotes being accepted and only for the particular delivery in question.

APPENDIX A, PERISHABLE FOODS, TO ATTACHMENT 8 (QA PROVISIONS)

The following are requirements that apply to this contract:

PERISHABLE SUBSISTENCE COMPATABILITY GROUPS
(Extracted From DLAM 4145.12/ TM 38-400, April 1994)

Group 1

Temperature: 32° to 34°F (1° to 1°C).
Relative humidity: 90 to 95 percent.

Atmosphere: Normally used on berries and cherries only -10 to 20 percent CO_2.
Ice: Never in contact with commodity.

Note: Most members of this group not compatible with Group 6a or 6b because ethylene production by Group 1 can be high, and thus harmful to members of Group 6a or 6b.

Apples (except those varieties listed in Group 3)
Apricots
Berries (except cranberries) Cherries.
Figs (not with apples, danger of odor transfer to figs; also see Group 6a)
Grapes (not fumigated with surfer dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages).
Peaches
Pears
Persimmons Plums and Pomegranates
Quinces

Group 2

Temperature: 55° to 65°F(13° to 18°C)
Relative humidity: 85 to 95 percent.
Ice: Never in contact with commodity.
Avocados
Bananas
Eggplant {also see Group 5)
Grapefruit [1]
Guava
Limes
Mangoes
Muskmelons, other than cantaloupes
Casaba
Crenshaw
Honey Dew
Persian
Olive, fresh
Papayas
Pineapples {not with avocados, danger of avocados' odor absorption)
Tomatoes, green
Tomatoes, pink {also see Group 4)
Watermelons (also see Group 4 and 5)

Group 3

Temperature: 36° to 41°F (2°to 5°C).
Relative humidity: 90 to 95 percent: cantaloupes about 95 percent.
Ice: In contact with cantaloupes.
Apples (Grimes Golden and Jonathan (both, certain areas), Yellow Newton (California) and Mclntosh
Cantaloupes
Cranberries
Lemons [1] (use 50 to 55°F for more than a month)
Lychees (also see Group 4)
Oranges 1(Florida or Texas)
Tangerines

Group 4

Temperature: 40° to 45°F (4° to 7°C): beans 38° to 42°F (3° to 6°C).
Relative humidi1y: About 95 percent
Ice: Never in contact with commodity.
Beans snap
Lychees (also see Group 3)
Okra
Oranges [1] (California or Arizona)
Pepper; green (not with beans)
Pepper, red (if with green peppers, temperature adjusted toward top of range)
Squash, summer
Tomatoes, pink (also see Group 2)
Watermelons (also see Groups 2 and 5)

Group 5

Temperature: 50° to 55°F (10° to 13°C): ginger not below 55°F.
Relative humidity: 85 to 90 percent.
Ice: Never in contact with commodity.
Cucumbers
Eggplant (also see Group 2)
Ginger (not with eggplant, also see Group 7)
Potatoes (late crop)
Pumpkin and Squashes, winter
Watermelon (temperature adjusted for other members of the group; also see Groups 2 and 4),

Group 6a

This group, except for figs, grapes and mushrooms, is compatible with Group 6b
Temperature: 32° to34°F (0° to 1°C)
Relative humidity: 95 to 100 percent.
Ice: Never in contact with asparagus, figs, grapes, and mushrooms
Artichokes
Asparagus
Beefs, red
Endive and escarole
Figs (also see Group 1)
Grapes (not furnished with sulfur dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages)
Greens
Leek (not with figs or grapes)
Lettuce
Mushrooms
Parsley
Parsnips
Peas
Rhubarb
Salsity
Spinach
Sweet Corn
Watercress

Group 6b

This group is compatible with Group 6a, except for figs, grapes and mushrooms.

Temperature: 13°to 13°F (0° to l°C)
Relative humidity: 95 to 100 percent
Ice: Contact acceptable for all
Broccoli
Brussels sprouts
Cabbage
Cauliflower
Celeriac
Celery
Horseradish Kohlrabi
Onions green (not with rhubarb. Figs, or grapes; probably not with mushrooms or sweet corn)
Radishes
Rutabagas
Turnips

Group 7

Temperature: 5° to 65°F (13° to 18°C)
Relative humidity: 85 to 90 percent.
Ice: never In contact with commodity.
Ginger (also see Group 5)
Potatoes, early crop (temperatures adjusted for others)
Sweet Potatoes

Group 8

Temperature: 32°to 34°F (0° to 13°C)
Relative humidity: 65 to 70 percent.
Ice: never in contact with commodity.
Garlic
Onions dry

[1] Citrus fruits -Biphenyl fungicide may impart off odors to other commodities

The above information was extracted from Lipton, W.J. and J. M. Harvey, Compatibility of Fruits and Vegetables During Transport in Mixed loads, US Department of Agriculture Research Service, ARS51- 48 (September 1972).

Appendix B - CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD

Microbiological criteria for dairy products[1,2]

Product(s)	Standard Plate Count (SPC) (See notes 3&4)	Coliform count (See note 4)	combined yeast and mold count (See note 4)	Preliminary incubation count (See note 5)
Aseptically processed and packaged Milk and milk products	0 per ml (See notes 6&7)		0 per ml (See note 6)	0 per ml (See note 6)
Buttermilk and acidophilus milk		10 per gram		
Cottage cheese		10 per gram		10 per gram
Cream, sour cultured		10 per gram		10 per gram
Grade A pasteurized milk and milk products	20,000 per ml		10 per ml	200,000 per ml

Ice cream products, flavored, fruit and / or nuts	50,000 per gram	20 per gram	
Ice cream products, vanilla and plain flavored	50,000 per gram	10 per gram	
Frozen dessert mix:			
Vanilla flavor	50,000 per gram	10 per gram	10 per gram
other flavors	50,000 per gram	20 per gram	10 per gram
Yogurt, chilled		10 per gram	
Yogurt, frozen, plain		10 per gram	
Yogurt, frozen, flavored		20 per gram	
Yogurt, soft serve mix		10 per gram	

Notes:
1. Phosphates as specified in the PMO.
2. Products shall be free of antibiotic or pesticide residues or below the action levels established for such residues by the applicable Federal Regulatory Agency. Antibiotic residue testing shall be by the method described in the PMO. Examinations and test to detect adulterants, including pesticides, shall be conducted by methods recognized by the applicable Federal regulatory agency.
3. Not applicable to cultured products.
4. All counts are maximum allowed standards.
5. Samples must be received within 72 hrs of pasteurization. Preliminary incubation test is used as a determination of keeping quality.
6. Nonconformance's will be considered an imminent health hazard.
7. Either aerobic or anaerobic SPC.

Microbiological criteria for Environmental Swabs[1,2]			
	Aerobic Plate Count (APC)	Coliform Count	
ATP (RLU) Counts			
Environmental swab	100 per 50 sq cm	10 per 50 sq cm	See Note 3

Notes:
1. Microbiological counts can be used as an index for evaluating the sanitation status of processing equipment and the facility.
2. All counts are maximum recommended limits.
3. Relative Light Units (RLU) are directly correlated to log cfu/sq cm . RLU maximum tolerances are dependent upon the manufacturer of the ATP bioluminescence reader. Follow manufacturer's instructions for RLU limits.

Microbiological criteria for Fish, fresh or frozen, including shellfish		
Counts[4]	m	M
Aerobic Plate Count (APC)	5,000 per gram	1,000,000 per gram
E. coli	10 per gram	500 per gram
Staphylococcus aureus	100 per gram	1,000 per gram

Vibrio parahaemolyticus [1]	10 per gram	100 per gram
Vibrio vulnificus[2,3]	Zero (0) Tolerance	
Salmonella[2]	Zero (0) Tolerance	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Used for oysters and fish designed to be consumed raw.
2. No viable pathogen in a 25 gram sample.
3. Limit is established as non-detectable depending on method used and detection limit.
4. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Fruit Juice, Fresh or Frozen

Product(s)	Standard Plate Count (SPC) [3] m	Standard Plate Count (SPC) [3] M	Coliform count	Combined Yeast and Mold count
Aseptically processed juice[1]	0		0	0
Pasteurized Juice[2]		20,000 per ml	20 per ml	200 per ml
Non-Pasteurized Juice[4]	50,000 per ml	100,000 per ml		

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Must be labeled as aseptically processed and process must be verified.
2. Must be labeled as pasteurized.
3. Plate count limits for juices, except for aseptically processed juice, are used as a quality indicator and may assist in determining keeping quality and/or shelf life.
4. Non-pasteurized juice is not approved for US Armed Forces Procurement.

Microbiological criteria for Kimchee [1,3,4]

Counts [9]	m	M
Coliform (MPN)	10 per gram	
Clostridium perfringens	100 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Pseudomonas ssp [7]	200 per gram	

Streptococcus ssp [7]	10 per gram	
Listeria monocytogenes[8]	0	
Salmonella ssp[2,8]	0	
Vibrio ssp[5,8]	0	
Salt %	≥ 2.5/wt	≤ 3.5/wt
pH	≥ 4.2	≤ 4.7
Polygalacturonase [6]	Negative	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Products containing monosodium glutamate (MSG), nuts or nut oils must be labeled appropriately to reflect potential allergenic contents.
2. Only for varieties containing meat or poultry, sprouts, watercress or melon.
3. Varieties of Kimchee include, but are not limited to: Vegetables: winter, spring, cucumber, wrapped, Yolma, Chang, radish (Nabak), white (Pak), western-cabbage, pony-tail radish (Chonggak), eggplant, green onion, pumpkin, spinach, leek, green pepper; Chanachi: radish, green pepper, cucumber, garlic cabbage; Kaktagi: radish, radish and oyster Kaktuki; Tong Chimi;: radish tongchimi; Shikhae: chicken, andong, Alaskan Pollock shikhae.
4. All Kimchee products must be delivered and stored refrigerated with a definitive shelf life marked on each container.
5. Only for varieties containing fish or seafood ingredients.
6. Polyglacturonase activity is an indicator of overripening and spoilage, inferring the possible presence of Bacillus subtilus, Saccaromyces fragilis, Candida pseudotropicalis, Oospora lactis, Asperfillus ssp., and Penicillium ssp.
7. Excessive acidification may be due to high counts of these organisms; this is an indicator of very poor quality product.
8. Zero tolerance pathogens.
9. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Retail Ground Beef, Beef Trimmings, Ground Pork , Poultry (Chilled or Frozen)		
Counts	m	M
Aerobic Plate Count (APC)	100,000 per gram	1,000,000 per gram
Fecal Coliform	50 per gram	500 per gram
Total coliform	100 per gram	1,000 per gram
E. coli	10 per gram	< 110 per gram
Coagulase Positive Staph	<100 per gram	500 per gram
Salmonella species	Zero (0) Tolerance[1]	
E.coli O157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.

Microbiological limits for Sandwiches, Prepared Salads and Spreads, Bagged Salad, and Cut Vegetables [4]		
Counts[3]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli most probable number (MPN)	3 per gram[2]	10 per gram
Coliform (fecal)	10 per gram	100 per gram
Yeast and mold count	200 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Campylobacter jejuni	Zero (0) Tolerance[1]	
Salmonella species	Zero (0) Tolerance[1]	
Listeria moncytogenes	Zero (0) Tolerance[1]	
E. coli 0157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that "M" are of marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. No viable pathogen in a 25 gram sample.
2. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
3. Products may not be examined for all microbial characteristics as listed above. Contact laboratory if specific tests are required.
4. Tuna, chicken, ham and egg salads are tested the same, regardless whether on bread or submitted in tubs, buckets or other retail containers.

Microbiological criteria for Soft Serve Ice (cream) Milk and Soft Serve Yogurt at the retail/user level[2]		
Counts	m	M
Standard plat count [1]	50,000 per gram	250,000 per gram
Coliform	10 per gram	100 per gram
Combined Yeast & Mold		100 per gram

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
Standard Plate Count (SPC) does not apply to yogurt products.
Soft serve and Yogurt machines.

Microbiological limits for Tofu		
Counts[2]	m	M

Aerobic plate count (APC)		100,000 per gram	1,000,000 per gram coli (MPN)
<3 per gram	10 per gram		
Staphylococcus aureus		100 per gram	1000 per gram
Salmonella species[1]		Zero (0) Tolerance[1]	
Listeria moncytogenes[1]		Zero (0) Tolerance[1]	
Yersinia entercoliticus[1]		Zero (0) Tolerance[1]	

Legend:
m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. Products may not be examined for all microbial characteristics as listed above.

Microbiological and Chemical criteria for Bottled Water[1] and Vending Machine Water[2] and Ice

Counts	m	M
Coliform	0 per 100 ml	
Coliform (bottled water)	0 per 250ml	
Heterotrophic Plate Count [5]	1000 per ml	100,000 per ml
Pseudomonas aeruginosa	Zero (0) Tolerance	
Flouride[2]		
Arsenic[2]		
Trihalomethanes[2]		
Chlorine[2]		
Dissolved Solids[4]		
Silver [3]	None Detectable	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Bottled water is tested IAW the specific limits set forth by the Code of Federal Regulations (CFR) and current Environmental Protection Agency (EPA) regulations.
2. Vending machine water requirements are from the Association of Food and Drug Officials Model Code, 1997; Ice standards are derived from the International Packaged Ice Association. These are the minimum tests required for Vending Machine water.
3. Current published regulatory limits apply.
4. Only those machines utilizing silver impregnated carbon filters. Dissolved solids measurements are for vending machines labeled "Purified".
5. Ice and water derived from well water or surface water sources marketed at retail have higher allowable HPC limits. See current guidelines established in the CFR.

Microbiological criteria for Retail/User level Pre-packaged Deli and RTE Products[4]

Product(s)	APC[3]	Listeria spp.[2]	Salmonella[2]	Coliform[2]	E.Coli O157:H7

Luncheon Meats, frankfurters, Beef, poultry & pork	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance
Cheese, soft and hard	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Pasteurized, liquid, frozen or Dried egg	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Pizza topping (meat & cheese)	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Dried meats sticks, jerky [1]	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance

Notes:
1. Yeast and mold combined count should not exceed 100 /g.
2. No viable pathogen in a 25 gram sample. All counts are maximum allowable limits.
3. See Table Below for APC values in RTE Products.
4. Includes all like type/style products not otherwise listed.

Additional Microbiological limits for Commercial (Food Court Style) RTE Products[2,4]

Counts	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli (MPN)	3 per gram [3]	10 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
E. coli 0157:H7[1]	Zero (0) Tolerance[1]	
Campylobacter jejuni	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. This table is primarily designed for hot food lines.
3. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
4. Products may not be examined for all microbial characteristics when submitted. These values are primarily used when conducting food borne illness investigations and overall quality characteristics.

PART VI - Summary of Directory Listing Requirements

Federal Supply Class (*Note 1)	Listing Required	Listing Not Required
8905 (*Notes 2, 3)	All fish, meat, poultry, and shellfish, including:	Crabs, live.
	Buffalo meat.	Crawfish, live.
	Fish, canned.	Fish, fresh or frozen, whole and/or eviscerated, head on or off, unscaled, unpackaged.
	Fish, fresh or fresh smoked, modified atmospheric packaged.	
	Fish, fresh or frozen, packaged.	Lobster, live.
	Herring, pickled.	Shrimp, fresh or frozen, whole or head off.
	Quail.	

	Rabbits.	
	Salmon, smoked.	
	Squid.	
8910	All dairy foods and eggs, including:	Chocolate drink mix, non-dairy.
(*Notes 4, 5)	Cream, sterilized.	Powdered dairy mixes.
	Creamer, coffee, dairy.	Toppings, non-dairy.
	Dairy soft serve mixes.	
	Desserts/puddings, frozen.	
	Egg nog, canned.	
	Egg substitutes.	
	Italian ices.	
	Topping, real cream.	
	Yogurt, fresh or frozen.	
8915	All pre-cut pre-packaged minimum processed fresh	All unprocessed fruits and
(*Note 7, 8)	fruits and vegetables.	vegetables.
	Kimchee.	Olives.
	Mushrooms, whole and sliced.	Fruit juices and nectars, shelf stable
	Salads, non-meat, with or without dressing	or frozen concentrate.
	(not USDA listed).	
	Vegetable sprouts.	
	Fruit juices and nectars, refrigerated.	
8920	Bakery and cereal products (baked and unbaked, fresh	All other bakery products, including:
(*Notes 6, 9)	and frozen), specifically:	Bagels.
	Croissants.	Batter mix, dry.
	Doughnuts	Biscuits, canned.
	Egg roll wrappers.	Breads, rolls, and buns.
	Flour and corn tortillas.	Cake mix, dry.
	Wet pasta (noodles).	Cakes, unfilled.
	Pastries.	Cookie mix, chilled or dry.
	Pies.	Cookies, unfilled.
	Soft pretzels.	Crackers.
	Won ton wrappers.	Cupcakes, unfilled.
	Filled bakery items.	Dough, frozen or chilled.
		Dumplings, frozen.
		English muffins.
		Flour.
		Fruitcakes.
		Melba toast.
		Muffins
		Pancake batter, frozen.
		Pancake/waffle mix.
		Pasta, dry (noodles).
		Pizza crust.
		Taco shells.
		Toaster pastries.
		Pie crusts, unfilled.
		Waffles, frozen.
8925		All confectionery, nuts, and sugars.
8930		All jams, jellies, and preserves.
8935		Bouillon and soups.
8940	Dietary foods and specialty preparations,	All other dietary and specialty
(*Notes 2, 3, 4, 5, 10)	specifically:	preparations, including:
	Fish, meat, poultry, dairy, egg, and shellfish products.	Baby formula, canned.
	Pickled eggs.	Chips, nacho or potato.
	Frozen dinners.	Creamer, coffee, imitation (non-

	Pudding novelties, frozen or chilled.	dairy).
	Tofu.	Dips.
		Nacho cheese, canned.
		Nutri-why.
		Popcorn.
		Puddings, canned.
8945		Fats and food oils, including margarine
8950		All condiments and related products, including:
		Salad dressings.
		Mexican salsa)
8955		All cocoa, coffee, and tea.
8960	Beverages, nonalcoholic; specifically:	All other nonalcoholic beverages, including:
	Ice.	Dry ice.
	Bottled water.	Fruit drink mix containing no fruit juices.
8965		Non-MRE beverages, alcoholic.
8970 (*Note 2)	MRE food composite packages	Non-MRE composite food packages.
8975		All tobacco products.

*Notes:

1. For complete item listing within each class of the 8900 (subsistence) Federal Supply Class (FSC) Group, refer to Federal Supply Catalog C8900-SL, Stock List--FSC Group 89 Subsistence.
2. Meat and poultry establishments listed in the *USDA Meat and Poultry Inspection Directory* may serve as sources of meat and poultry items as indicated. These products must bear the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to meat or poultry inspection acts must also be Directory listed for those items.
3. Directory listing is not required for establishments on the Interstate Certified Shellfish Shippers List (ICSSL). Fish, fresh or fresh smoked, modified atmospheric packaged (when distributed in a chill state) must be Packed Under Federal Inspection (PUFI) by the USDC or listed specifically in this Directory. Establishments supplying other fish products must be Directory listed unless listed by the United States Department of Commerce (USDC) in the *USDC Approved List of Fish Establishments and Products*.
4. Directory listing is not required for shell egg sources listed in the *Directory of Grading Offices and Plants Operating Under USDA Poultry and Egg Grading Programs.* Establishments listed in the *USDA Meat and Poultry Inspection Directory* for dried or liquid/frozen egg products may serve as sources for those products, as coded.
5. Establishments having a pasteurized milk compliance rating of 90 percent or higher, certified by a State milk sanitation officer, and listed in the *Sanitation Compliance and Enforcement Rating of Interstate Milk Shippers (IMS) List* may serve as sources of milk and milk products, as listed. Listing in this Directory is mandatory to serve as a source of other milk and milk products and/or frozen dessert items. Establishments listed in the *Dairy Plants Surveyed and Approved for USDA Grading Service* may serve as sources of manufactured or processed dairy products as listed by product code. Those operations denoted with "P" codes (packaging and processing) must be Directory listed when providing ungraded manufactured or processed dairy products.
6. Directory listing is not normally required for semiperishable and nonanimal origin ingredient sources for items such as ready-to-eat bakery products and ice cream.
7. Establishments processing ready-to-eat, chilled, and prepared non-meat salads (such as potato, egg, tuna, chicken, turkey, ham, bean, macaroni, or cole slaw) must be Directory listed.
8. Only pasteurized juices are authorized for purchase by the DOD.
9. Directory listing for natural and artificial cream or fruit filled pie crusts, cakes, and cookies is not required if the finished item will not support pathogenic microbial growth.
10. Establishments producing finished products containing less than 3 percent by weight components of animal origin may be exempted from Directory listing by the command publishing this Directory.

Attachment 12 - FLOATING LINE OF DEMARCATION SPECIFICATIONS

The following are Floating Line of Demarcation (FLD) Specifications used for this contract:

1. The Contractor shall provide a FLD to identify a restricted area in the water of approximately 330 feet (100 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. The FLD is to help identify a safe standoff zone.

2. The size of the FLD will depend on the class of ship. Pier side, the FLD should be positioned 330 feet (100 meters) fore and aft of the ship and 330 feet (100 meters) out into the water from the ship. If sufficient space is not available then the FLD will be positioned as far as possible from the ship. At anchorage, the FLD will be positioned 330 feet (100 meters) outside the swing radius of the ship.

3. There are two types of FLDs that are currently authorized.

3.1. Continuous Line FLD – If allowed by the Port, the Contractor shall provide a Continuous Line FLD per the specifications listed below.

3.1.1. The FLD must fully enclose ships at dockside or at anchorage. The FLD will have an Entry Control Point (ECP) where the FLD may be opened up when authorized watercraft require access to the ship. The Contractor will provide a boat and crew to open up and close the FLD at the ECP.

3.1.2. Specifications:

3.1.2.1. Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable ECP for access.Floatation devices positioned every meter on the line.

3.1.2.2. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing strobe lights (standing at least one meter high above the water) and positioned every 75 meters along the line.

3.1.2.3. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the FLD. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD intact at all times regardless of sea conditions. Failure of the system to remain in place may result in deductions to the invoice.

3.2. Buoy System FLD - This is an acceptable alternative to the Continous Line FLD requirement. Some Ports may require the buoys to be temporarily moved and replaced if a commercial ship requires the water space. Whether continuous line FLD or buoy system FLD is ordered and provided, billing shall be at the single rate specified in the Attachment 2 schedules for the ‘Floating Barrier/Line of Demarcation‘ under LLIN XX13AG.

3.2.1. The Contractor shall provide a Buoy System FLD per the specifications provided below.

3.2.2. The Contractor shall provide a Buoy System FLD to identify a restricted area around ships. The purpose of the Bouy System FLD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 100 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible on both ship and shore based radar. The Picket Boats will patrol outside of this visual reference. The Buoy System FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) workboats to tend to the Buoy System FLD at all times.

3.2.3. Provide the system with weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

Attachment 13 - PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

1. The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

2. The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

3. Ships at anchorage will normally require two Picket Boats.

4. The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate Lot Line Item in the contract.

5. The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

6. The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

7. The Picket Boat will meet the following requirements:

7.1. Licensed for commercial operations by local country Department of Transportation.

7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

7.4. If a deckhand crewmember is required, only qualified personnel are used.

7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

7.11.4. Portable Spotlight

Attachment 14 - SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

    1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

    1.2. Security guards may be provided through private security firms or through local police officials.

    1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

    1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

    1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pierside:

    2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

    2.2. All pierside guard services will be performed within the parameters of local Laws and Regulations.

    2.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

    2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

    2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

    2.6. The following equipment will be required as a minimum for each guard:

        2.6.1. Uniform as provided by contractor or authorities;

        2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. ROEs Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats:

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2 If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3 The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4 As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

Attachment 15 - FUEL SPECIFICATIONS

The following are the Fuel Specifications for this contract:

SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	**Requirement**	**Text Method**
Appearance, @ 25ºC or ambient temperature whichever higher	Clear, bright and free of vis particulates	D 4176 1/
Demulsification, @ 25ºC, minutes (max)	10	D 1401 2/
Density, @ 15ºC, kg/m^3 (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, ºC 50% point, ºC 90% point, ºC, (max) end point, ºC, (max) Residue º Loss, % vol., (max)	 Record Record 357ºC 385ºC 3.0	D 86 3/
Cloud Point, ºC, (max)	-1ºC	D 2500
Color, (max)	3	D1500
Flash Point, ºC, (min)	60ºC	D 93 4/
Particulate Contamination, mg/liter, (max)	10	D 5432 5/
Pour Point, ºC, (max)	-6ºC	D 97
Viscosity, @ 40ºCm mm^2/second	- 1.7 - 4.3	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100ml	1.5	D5304 (R), D 2274 6/
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664
Aniline Point, ºC, (min)	60ºC	D 611
Ash, % wt., (max)	0.005	D 482
Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 7/
Corrosion, @ 100ºC, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min) Cetane Index, (min)	42	D 613 (R), D 976 8/
Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 26
Trace Metals, ppm, (max) Calcium Lead Sodium plus Potassium Vanadium	 1.0 0.5 1.0 0.5	D 3605 9/
Additive Names and Dosages	Record	

1. If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709, 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains visible sediment or particulate matter, but meets the requirement of 10 mg/1 (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.

2. The demulsification text shall be conducted in accordance with the following exceptions:

(a) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.

(b) The test temperature shall be 25ºC.

(c) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute.

3. As the end point of the distillation is approached, if either a thermometer reading of 385ºC or a decomposition point is observed, discontinue the heating and resume the procedure as directed in ASTM D 86.

4. The flash point value is the absolute and no value less than 60ºC is permissible.

5. A one-liter minimum sample shall be used.

6. ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours to 40 hours.

7. When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fuel, without the cetane improver.

8. Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified in Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.

9. Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of the inspection authority.

Minimum Requirements for Purchases of Commercial Distillate Fuels ((Navy) Marine Gas Oil) for Bunkers

The following minimum requirements have been established for use when buying fuel (gas oil - 100% distillate) from commercial sources when F76 is not available. Marine Gas Oil is not acceptable as cargo fuel on Navy Oilers.

TEST	**METHOD**	**REQUIREMENTS**
1. Cetane Number	ASTM D 613	45 min
or		
Cetane Index	ASTM D 976	45 min

Note: A cetane index of 41 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exce maximum of 338ºC. A cetane number of 40 or above, but less than 45, is acceptable provided the 90% Distillation Po does not exceed a maximum of 338°C.

2. Appearance @ 21ºC or ambient temperature (whichever higher)	Visual	Clear & Bright
or		
Water and Sediment	ASTM D 2709	0.05% max
3. Distillation. 90% Point	ASTM D 86	375ºC max
4. Flash Point	ASTM D 93	60ºC min
5. Pour Point	ASTM D 97	Report

6. Cloud Point	ASTM D 2500	-1.1ºC (30 °F)
7. Viscosity @ 40ºC	ASTM D 455	1.7 - 4.5 CST
8. Color	ASTM D 1500	3 max
9. Gravity	ASTM D 1298, D 287	Record
10. Carbon Residue	ASTM D 524	0.35% max
11. Ash	ASTM D 482	0.01% max
12. Sulfur	ASTM D 129, D 1552 D2622	1.00% max
13. Copper Corrosion	ASTM D 130	3 max

C16.23-2 COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC JAN 1998)

Offered product shall conform to the following requirements which are suitable for Marine Gas Turbine.

	TEST	METHOD	REQUIREMENTS
1.	Cetane Number	ASTM D 613	42 min
	or		
	Cetane Index	ASTM D 976	43 min
	NOTE: A Cetane Number of 40 minimum, or a Cetane Index of 41 minimum, is acceptable provided the 90 Percent Distillation Point does not exceed a maximum of 338^{O}C.		
2.	Appearance @ 21^{O}C or ambient temp. (whichever higher)	Visual	Clear & Bright
	or		
	Water & Sediment	ASTM D 2709	0.05 vol % max.
3.	Distillation, 90% point	ASTM D 86	357^{O}C max.
4.	Flash Point	ASTM D 93	60^{O}C min
	NOTE: The flash point value is absolute and no value less than 60^{O}C is permissible.		
5.	Cloud Point	ASTM D 2500	-1.1^{O}C (30^{O}F) max.
	NOTE: Cloud Point results will be evaluated based upon bunkering location.		
6.	Viscosity @ 40^{O}C	ASTM D 445	1.7 - 4.5 cst
7.	Color	ASTM D 1500	3 max.
	NOTE FOR DOMESTIC ITEMS: This Color test requirement is deleted if red dye has been added in compliance with U.S. Environmental Protection Agency or Internal Revenue Service regulations; however, the resulting fuel/dye blend must have a red tint. It shall not be visually brown or darker in appearance.		
8.	Density @ 15^{O}C	ASTM D 1298	876 kg/m^3 max.
9.	Carbon Residue on 10% bottoms	ASTM D 524 ASTM D 189	0.35 mass % max.
10.	Ash	ASTM D 482	0.01 mass % max.

11.	Sulfur	ASTM D 4294, ASTM D 1552, or ASTM D 2622	1.0 mass % max.
12.	Corrosion	ASTM D 130	3 max.
13.	Distillate Fuel (fuel shall contain no residual)	None	100%

C36 FUEL OIL, INTERMEDIATE, GRADES RMB-10 (IFO 60)/RME-25 (IFO 180)/RMG-35 (IFO 380) (DESC MAY 1997)

Product shall conform to ISO 8217:1996 or ASTM D 2069-91. Product conforming to ASTM D 2069-91 shall meet the following additional requirements:

REQUIREMENTS	**GRADE RMB-10 (IFO 60)**	**GRADE RME-25 (IFO-180)**	**GRADE RMG-35 (IFO 380)**	**GRADE TEST METHOD**
Density @15°C, kg/m^3, max	981.0	991.0	991.0	ISO 3675/12185
Aluminum plus silicon, mg/kg, max	80	80	80	ISO 10478
Total Sediment, potential, %(m/m), max	0.10	0.10	0.10	ISO 10307-2

Attachment 16 - WATER TAXI SPECIFICATIONS

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxi specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated NAVSUP Fleet Logistics Center Yokosuka or its sites' Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor, the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including COMPACFLT.

5. COMSEVENTHFLT Specifications:

5.1. Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the respective countries. Notwithstanding compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

5.1.1. Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

5.1.2. Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

5.1.3. The following information shall be conspicuously posted in both English and (the appropriate foreign language):

5.1.3.1. Current Operator's/Captain's license and boat names.

5.1.3.2. Passenger/weight capacity limit notice.

5.1.3.3. Location of life jackets and other life saving equipment.

5.1.3.4. Location of all exits indicated in large letters.

5.1.3.5. Emergency procedures

5.1.4. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

5.1.5. Operation of the boat shall be in a safe and seaworthy manner.

5.1.6. The consumption of alcoholic beverages shall not be permitted aboard the boat.

5.2. Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by the respective countries for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

5.3. Security: During the term of this contract the ship(s) to be serviced (insert ship name if purchase order) agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

5.4. Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

5.5. Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

5.5.1. Hull

5.5.1.1. Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures.

5.5.1.2. Superstructure, including masts and stacks.

5.5.1.3. Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.

5.5.1.4. Provisions for drainage of sea water from exposed decks over the side and not into the bilges.

5.5.1.5. Access/egress points- adequacy of number and location.

5.5.2. Machinery

5.5.2.1. 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.

5.5.2.2. Main propulsion and auxiliary machinery essential to operation of boat.

5.5.2.3. Sea and bulkhead closure valves.

5.5.2.4. Bilge auction strainers and dewatering systems-bilge pump to be tested by operation

5.5.2.5. Bilges free of flammable liquids

5.5.3. Electrical

5.5.3.1. Cables.

5.5.3.2. Navigation, deck, and emergency lights.

5.5.3.3. Rotating electrical machinery; e.g., generators and motors --Storage batteries

5.5.4. Lifesaving equipment

5.5.4.1. Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.

5.5.4.2. Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.

5.5.4.3. First aid kits, life rings and distress lights.

5.5.4.4. Distress signaling devices

5.5.5. Fire fighting equipment

5.5.5.1. Fire pump - test by subjecting fire hose(s) to fire pump pressure.

5.5.5.2. Portable fire extinguishers.

5.5.5.3. Fixed systems, e.g., C02 cylinders.

5.5.6. Steering apparatus

5.5.7. Miscellaneous systems and equipment

5.5.7.1. Harbor charts.

5.5.7.2. Ground tackle and mooring lines.

5.5.7.3. Whistle/fog horn, bell.

5.5.7.4. Lighted compass.

5.5.7.5. Radar.

5.5.7.6. 2-way radio capable of Bridge-to-Bridge communications.

5.5.7.7. Current license.

5.5.7.8. Operator qualifications.

5.6. Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement-is that contained in paragraph 4.7 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

5.7. Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

5.7.1. Safety of operations. Insure the following are present and in working condition:

5.7.1.1. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.

5.7.1.2. Fire extinguishers sufficient for the size of the vessel operated.

5.7.1.3. Radio (with battery backup) capable of Bridge-to-Bridge communications.

5.7.1.4. Anchor/chain sufficiency for the size of the vessel operated.

5.7.1.5. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

5.7.2. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:

5.7.2.1. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

5.7.2.2. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.

5.7.2.3. Ensure no bare or exposed electrical wires or connections are located in the passenger area.

5.7.2.4. Validate that sufficient unobstructed exits are present and marked in English.

5.7.2.5. Verify that no missile hazards, gear adrift, or trip hazards exist.

5.7.3. The following shall be conspicuously displayed, in English:

5.7.3.1. Passenger/weight capacity.

5.7.3.2. Location and number of life jackets.

5.7.3.3. Location of life saving equipment.

5.7.3.4. Locations of exits (if not obvious).

5.8. Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

5.9. If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

Attachment 17 - REQUEST FOR SANITARY INSPECTION

SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
NAVSUP Fleet Logistics Center Yokosuka, Site Singapore
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD, BLDG 7-2
SINGAPORE 759657

Dear Sir:

We are interested in supplying (e.g. specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

Attachment 18 - NATIONAL PRIMARY DRINKING WATER REGULATIONS (NPDWR) TREATED WATER QUALITY STANDARDS

1. Contaminant levels for inorganic chemicals (effective 1 January 1993)

CONTAMINANT	*MCLG (mg/L) [1]*	*MCL (mg/L)*	*AL (mg/L [2])*
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0		.015 [4]
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
TOTAL NITRATE AND NITRITE (AS N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE :	4	4	

(1). Maximum contaminant level goal (MCLG). The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are nonenforceable health goals.

(2) Action level (AL). Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90th percentile" level is greater than 0.015 mg/L).

2. Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 - DICHLOROETHANE	0	0.005
1,1 - DICHLOROETHYLENE	0.007	0.007
PARA - DICHLOROBENZENE	0.075	0.075
1,1,1 - TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.6
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 - DICHLOROPROPANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES (TOTAL)	10	10

3. Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) effective 01 January 1993))

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3- CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S (AS DECACHLORBIPHENYL)	0	0.0005
ALDICARB	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10[(1)]

[(1)]. The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

4. Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites that are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Reference (d) contains sampling requirements for the Navy public water system.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Autoanalysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the multiple-Tube Fermentation (MTF) Technique, and the membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use is included in reference (1).

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, except where the State waives this requirement on a case-by-case basis.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the State may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before, unless the MCL has been violated and the system has notified the State (in which case the State may reduce or eliminate the requirement to take the remaining samples).

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms. Or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements that apply when a sample is fecal coliform-positive.

5. Turbidity The MCL for turbidity applies to both community water systems and noncommunity water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at State option).

b. Five turbidity units (maximum) average for 2 consecutive days.

c. These requirements apply to filtered systems until 29 JUNE 1993. The requirements apply to unfiltered systems that the State has determined, in writing, must install filtration until 29 June 1993 or until filtration is installed whichever is later. After the above dates, consult the latest edition of 40 CFR 141.

6. The MCL for Radiological Contaminants are:

Gross alpha particle activity including radium 226 but excluding radon and uranium . . . . . .15 pCi/L
Combined radium-226 and radium 228 . . .. .5 pCi/L
Tritium . . . . .20,000 pCi/L
Strontium-90. . . . . 8 pCi/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

7. Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

Attachment 19:Host Nation Port Fees Agreements SEVENTH Fleet AOR

General(all countries): United States military aircraft, warships, and auxiliaries (including USNS vessels, afloat pre-positioned force ships, and United States flagged, time-chartered vessels) will not pay taxes, tariffs, fees, or duties in foreign ports. In all cases, the U.S. will be liable to pay for specific services rendered at their request.

Additional country-specific language: Additionally, for the following countries, the described fees, dues, use charges will not be paid by the U.S.:

1. Australia

a. For the United States Armed Forces, use of **public services and facilities** owned, controlled or regulated by the Australian government or its instrumentalities, the terms of use, including charges, shall be no less favorable than those available to other users in like circumstances unless otherwise agreed.

b. The United States government will not pay for landing charges for the use of aircraft in any airport in Australia.

c. United States government will not pay toll charges, including light and harbor dues, for the use of port facilities owned, controlled or regulated by the Australian Government, nor shall such vessels be subject to charges, therefore, at these ports.

d. Chapeau Agreement – 1 Dec 1995 (Paragraph 5): In regard to the provision of logistics support, each Party shall provide, upon request and subject to availability, food, water, billeting, transportation, petroleum, oils, lubricants, clothing, communications services, medical services, ammunition, storage services, training services, repair and maintenance services, spare parts and components, access to and use of facilities, base operations support (including construction incident thereto), airfield and port services, as reflected in written arrangements between our national defense organizations. The furnishing of such support shall create a corresponding obligation to provide cash reimbursement, replacement in kind, or replacement of equal value, which shall be discharged, as may be set forth in a written arrangement. Payment, if required, for the provision of such logistics support, shall be calculated upon such terms as

are most favorable to the recipient under the national laws of the providing Party.

2. Brunei. The United States government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for vehicles, vessels and aircraft operated by or for the United States Armed Forces.

3. Diego Garcia. The United States government will not pay for the use of anchorage or airfields at Diego Garcia for aircraft and ships owned or operated by or on behalf of the Government of the United States (Collection of dues and charges for use of the anchorage and airfields at Diego Garcia which may be levied by the Commissioner shall be his responsibility).

4. Timor Leste. The United States government will not pay landing, navigation, overflight or parking charges, port and pilotage fees, or overland transit fees for vehicles, vessels, and aircraft owned or operated by or for the U.S. Armed Forces while in the Democratic Republic of Timor-Leste.

5. Japan. The United States government will not pay for tolls, fees or landing charges for vessels, vehicles, and aircraft operated by, for, or under the control of the United States for official purposes.

6. Republic of Korea. The United States government will not pay for tolls, fees or landing charges for vessels, vehicles, and aircraft operated by, for, or under the control of the United States for official purposes.

7. Malaysia. The United government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, while in Malaysia.

8. Micronesia and Marshall Islands. The United States government will not pay taxes, fees or other charges associated with the movement of United States Armed Forces aircraft, vessels and vehicles in the Marshall Islands and the Federated States of Micronesia, including access to and use by them of defense sites, ports, harbors and air-fields. However, the United States government will pay for specific services rendered at their request, including materials received at their request in connection with the use of ports, harbors and airfields in the Marshall Islands and the Federated States of Micronesia.

9. Mongolia. The United States government will not pay for navigation, landing, parking or overflight charges, or tolls or other use charges, while in Mongolia.

10. Palau. The United States government will not pay taxes, fees or other charges associated with the movement of United States Armed Forces aircraft, vessels and vehicles in Palau, including access to and use by them of defense sites, ports, harbors and airfields. However, the Armed Forces of the United States and United States contractors will pay for specific services rendered at their request, including materials received at their request in connection with the use of ports, harbors and airfields in Palau.

11. Papua New Guinea. The United States government will not pay for landing or port fees, navigation or overflight charges, including light and harbor duties, for vehicles, vessels and aircraft operated by or for the United States Armed Forces while in Papua New Guinea.

12. Republic of the Philippines. The United States government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for vehicles, vessels and aircraft operated by or for the United States Armed Forces while in the Philippines.

13. Russia. The United States government will not pay for landing fees, navigation charges, port charges, tolls and similar charges by the Russian Federation, or any subdivision thereof, for the access and movement of aircraft and vessels operated by or for the Government of the United States of America in connection with United States assistance programs in the Russian Federation.

14. Western Samoa. The United States government will not pay for landing or port fees, navigation or overflight charges, or tolls or other charges, including light and harbor dues for United States Armed Forces vessels, vehicles, and aircraft while in Western Samoa.

15. Singapore. The United States government will not pay for landing fees, port dues, customs inspection fees, navigation or overflight charges, or any other charges for United States Armed Forces vehicles, vessels, and aircraft by Singapore which do not

constitute fair and reasonable compensation for services requested and received.

16. Solomon Islands. The United States will not pay for landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues for United States Armed vehicles, vessels and aircraft while in Solomon Islands.

17. Tonga. The United States will not pay for landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for United States Armed Forces vehicles, vessels, and aircraft while in Tonga.

Attachment 20:Government Material Available for Use

Table 1 lists the type and location of Government Material available, at the time of contract award, for use in meeting requirements. The order of priority for use of this material is described in the Performance Work Statement paragraph 10.g. The Government provides no warranty that the Government Material listed in Table 1 will be available or usable throughout the period of performance of this contract. Use of this material is intended as a cost-saving measure for the Government where suitable material is available free of charge or at reduced prices to meet contract requirements. Material available from the Host Nation is annotated on the Attachment 2 pricing schedules where this information is available.

Table 1

Country	Port	Material Available	Comments
Japan	Fukuoka	fenders and brows	CFAS Sasebo
Japan	Kagoshima	fenders and brows	CFAS Sasebo
Japan	Miyazaki	fenders and brows	CFAS Sasebo
Japan	Nagasaki	fenders and brows	CFAS Sasebo
Japan	Oita	fenders and brows	CFAS Sasebo
Japan	Shimizu	fenders and brows	CFAY Yokosuka
Japan	Shimoda	fenders	CFAY Yokosuka
Japan	Shimonoseki	fenders and brows	CFAS Sasebo
Japan	Tokyo	fenders and brows	CFAY Yokosuka
Korea	All	2.5 x 3.5M fenders	see schedule comments
Korea	All	40',60',70' brows	see schedule comments
Korea	All	shore power cables	see schedule comments
Korea	Chinhae	fenders and brows	CFAC Chinhae
Singapore	Changi	20 ft brow platform	belong to NRCS
Singapore	Changi	40 ft brow	belong to NRCS
Singapore	Changi	50 ft brow	belong to NRCS
Singapore	Changi	60 ft brow	belong to NRCS
Singapore	Changi	fresh water coupler	belong to NRCS
Singapore	Changi	Potable water hoses	belong to NRCS
Singapore	Changi	Shore Power cables	belong to SUBGRU
Singapore	Changi	Shore Power cables	belong to NRCS
Singapore	Changi	Submarine flyaway kit	belong to SUBGRU
Singapore	Changi	Telephone pier adapters	belong to NRCS
Singapore	Changi	Expeditionary Security Barrier	to be used in lieu of line of demarcation

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00014	14-Nov-2012	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0016
	X	10B. DATED (SEE ITEM 13) 27-Jul-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.212-4(c) Changes

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssnk01132364

1. The purpose of this modification is to include Ho Chi Minh to Lot 44, Vietnam, All Other Ports.
2. Attached Attachment 2 is updated to reflect this change.
3. All other Terms and Conditions remain unchanged.

"For the purpose of electronic distribution, the modification signed by Glenn Defense Marine (Asia) Pte Ltd on 14 Nov 2012 is hereby incorporated by reference."

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 16-Nov-2012

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00013	09-Nov-2012	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0016
	X	10B. DATED (SEE ITEM 13) 27-Jul-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nysjll01132186

1. The purpose of this modification is to correct the unit price and amount for LLIN3616AK and LLIN3716AK under modification P00012. See attached revised Attachment 2 - Schedule of Supplies/Services.
2. As a result, the contract amount is decreased by US$67,200.00, from US$50,226,650.90 to a new contract amount US$50,159,450.90.
3. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 09-Nov-2012

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by $67,200.00 from $50,226,650.90 (EST) to $50,159,450.90 (EST).

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 1002AA
The pricing detail quantity has decreased by 67,200.00 from 5,607,745.45 to 5,540,545.45.
The total cost of this line item has decreased by $67,200.00 from $5,607,745.45 (EST) to $5,540,545.45 (EST).

SUBCLIN 2002AA
The pricing detail quantity has decreased by 67,200.00 from 5,607,745.45 to 5,540,545.45.
The total cost of this line item has decreased by $67,200.00 from $5,607,745.45 (EST) to $5,540,545.45 (EST).

SUBCLIN 3002AA
The pricing detail quantity has decreased by 67,200.00 from 5,607,745.45 to 5,540,545.45.
The total cost of this line item has decreased by $67,200.00 from $5,607,745.45 (EST) to $5,540,545.45 (EST).

SUBCLIN 4002AA
The pricing detail quantity has decreased by 67,200.00 from 5,607,745.45 to 5,540,545.45.
The total cost of this line item has decreased by $67,200.00 from $5,607,745.45 (EST) to $5,540,545.45 (EST).

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for SUBCLIN 1002AA has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2012 TO 23-JUL-2013	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC

POP 24-JUL-2012 TO 23-JUL-2013	N/A	N/A FOB: Destination

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00012	09-Nov-2012	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0016
	X	10B. DATED (SEE ITEM 13) 27-Jul-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: nysjll01131816

1. This modification is issued to include recuring items in Lot 36 Changi Naval Base and Lot 37 Sembawang, Singapore. As a result of this modification, the total contract is increased by US$738,840.00 from US$49,487,810.90 to US$50,226,650.90
2. Attached Attachment 2 has been updated to reflect the change.
3. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) DEPUTY DIRECTOR, CONTRACTING TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 09-Nov-2012

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $738,840.00 from $49,487,810.90 (EST) to $50,226,650.90 (EST).

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 1002AA
The pricing detail quantity has increased by 738,840.00 from 4,868,905.45 to 5,607,745.45.
The total cost of this line item has increased by $738,840.00 from $4,868,905.45 (EST) to $5,607,745.45 (EST).

SUBCLIN 2002AA
The pricing detail quantity has increased by 738,840.00 from 4,868,905.45 to 5,607,745.45.
The total cost of this line item has increased by $738,840.00 from $4,868,905.45 (EST) to $5,607,745.45 (EST).

SUBCLIN 3002AA
The pricing detail quantity has increased by 738,840.00 from 4,868,905.45 to 5,607,745.45.
The total cost of this line item has increased by $738,840.00 from $4,868,905.45 (EST) to $5,607,745.45 (EST).

SUBCLIN 4002AA
The pricing detail quantity has increased by 738,840.00 from 4,868,905.45 to 5,607,745.45.
The total cost of this line item has increased by $738,840.00 from $4,868,905.45 (EST) to $5,607,745.45 (EST).

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for SUBCLIN 1002AA has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2012 TO 23-JUL-2013	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC

POP 24-JUL-2012 TO 23-JUL-2013	N/A	N/A FOB: Destination

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00011	16-Oct-2012	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0016
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 27-Jul-2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: nyspnt0113791

1. The purpose of this modification is to incorporate Cam Rahn Bay into Lot 44 Vietnam, All Other Ports.
2. Attached Attachment 2 has been updated to reflect the change.
3. All other terms and conditions remain unchanged.

For the purpose of electronic distribution, the modification by GDMA on 16 Oct 2012 is hereby incorporated by reference.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL (b)(6), (b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY (b)(6), (b)(7)(C) (Signature of Contracting Officer)	17-Oct-2012

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00010	24-Jul-2012	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0016
	X	10B. DATED (SEE ITEM 13) 27-Jul-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Option to Extend the Term of the Contract (FAR 52.217-9)(Mar 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt011217372

1. The purpose of this modification is to exercise Option Year I of the above contract for Husbanding Services Southeast Asia (Region 2) in accordance with contract clause, Option to Extend the Term of the Contract (FAR 52.217-9)(Mar 2000).

2. As a result of this modification, the estimated total contract value is increased from $24,743,905.45 by $24,743,905.45 to a new estimated total amount of $49,487,810.90.

3. The period of performance of the option period I is from 24 Jul 2012 to 23 Jul 2013.

4. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY (b)(6), (b)(7)(C) (Signature of Contracting Officer)	18-Jul-2012

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $24,743,905.45 from $24,743,905.45 (EST) to $49,487,810.90 (EST).

The order period end date has changed from 23-Jul-2012 to 23-Jul-2013.

The order period start date has changed from 24-Jul-2011 to 24-Jul-2012.

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 1002AA

The option status has changed from Option to Option Exercised.

SUBCLIN 1002AB

The option status has changed from Option to Option Exercised.

SUBCLIN 1002AC

The option status has changed from Option to Option Exercised.

SUBCLIN 1002AD

The option status has changed from Option to Option Exercised.

SUBCLIN 1002AE

The option status has changed from Option to Option Exercised.

SUBCLIN 1002AF

The option status has changed from Option to Option Exercised.

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to SUBCLIN 1002AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2012 TO 23-JUL-2013	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 1002AB:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2012 TO 23-JUL-2013	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 1002AC:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2012 TO 23-JUL-2013	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 1002AD:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2012 TO 23-JUL-2013	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 1002AE:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2012 TO 23-JUL-2013	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 1002AF:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2012 TO 23-JUL-2013	N/A	N/A FOB: Destination	

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00009	10-May-2012	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0016
	X	10B. DATED (SEE ITEM 13) 27-Jul-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: nyspnt011213439

1. The purpose of this modification is to add Military Sealift Command (MSC) Contracting Officers to approve for items in the Online Pricing Application (OPA) for all Lots of the Region 2 Southeast Asia contract.

2. Changes are highlighted in yellow under Attachment 8, Performance Work Statement for Cost Reporting, Line Item XX20AB - Online Pricing Application.

3. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 11-May-2012

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

ATTACHMENTS

INDEX OF ATTACHMENTS

(1) Ship Types
(2) Schedule of Supplies/Services and Prices
    a. Region 1 – South Asia
    b. Region 2 – Southeast Asia
    c. Region 3 – Australia and the Pacific Islands
    d. Region 4 – East Asia
(3) Historical Data for Ship Visits
(4) Past Performance Matrix
(5) Past Performance Reference Information Sheet
(6) Performance Work Statement (PWS) for Husbanding Services
(7) Performance Work Statement (PWS) for Force Protection
(8) Performance Work Statement (PWS) for Cost Reporting
(9) Performance Work Statement (PWS) for Operations Other Than War (OOTW) and Logistical Support
(10) Quality Assurance Surveillance Plan (QASP)
(11) Quality Assurance for Provisions
(12) Floating Line of Demarcation (FLD) Specifications
(13) Picket Boat Operations and Specifications
(14) Security Guard Operations
(15) Fuel Specifications
(16) Water Taxi Specifications
(17) Request for Sanitary Inspection
(18) National Primary Drinking Water Regulations and Treated Water Quality Standards
(19) Unclassified Host Nation Agreements
(20) Government Material Available for Use

ATTACHMENT 1
SHIP CLASSIFICATIONS (DESCRIPTION OF SHIPS BY CLASS AND TYPE)

SHIP TYPES
U.S. NAVY AND COAST GUARD SHIPS
LISTED BY SCHEDULE PRICING CLASSES

Class I **U.S. Navy**	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew
SSBN 726-743	36(11)	560(171)	42(10)	18,750	155
SSN 21-22	35(11)	353(107)	40(12)	9,297	133
SSN 642	32(10)	425(130)	33(10)	8,382	120
SSN 683, 686	29(9)	300(91)	32(10)	4,715	107
SSN 688, 690, 691, 698-701,705-711, 713-725, 750-773	32(10)	360(110)	33(10)	7,011	129

Class I **U.S. Coast Guard**	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew
WAGB-10-11	28	399	84	13,194	139
WHEC 715-725		378	43	3,250	167
WIX 327		295			200

CLASS I	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew
T-ATF	16(5)	196(60)	39(12)	1,675	24
ATS	15(5)	283(86)	50(15)	3,117	102

Class IA **U.S. Navy**	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew
AGSS 555		152		861	27
PC 2-13	8	170	25	334	28
PC 14	9	179	25	387	28

Class IA **U.S. Coast Guard**	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew
WLM 551-564	8	175	36	845	18
WLM 540		133			24
WPB 1301-1349		110	21	154	16
WPB 87301-87319		87	20		10
WPB 82312, 82333, 82336, 82338-82339, 82342-82344, 82347, 82349, 82352-82353, 82355-82356, 82358, 82360, 82366, 82368, 82372, 82374-82375		82	17	68	10

Class IB **U.S. Navy**	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew
ARS 50-53	17(5)	225(69)	51(16)	3,335	100
MCM 1-14	12(4)	224(68)	39(12)	1,333	84
MHC 51-62	10(3)	188 (57)	36(11)	907	51

Class IB	Draft	Length	Beam	Disp.	Maximum
U.S. Coast Guard	ft(mt)	ft(mt)	ft(mt)	tons	Crew
WMEC 901-913		270			100
WLB 201-205	13	225	46	2,000	40
WMEC 615-630		210	34	1,000	75
WLB 277, 290-291, 297, 301-302, 306-309, 388-389, 392, 394, 395, 397, 401-402, 404-407	13	180	37	1,025	49

Class II	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
CG 47-73	31(10)	567(173)	55(17)	9,754	364
DD 963-973, 975, 977, 978, 980-982, 985, 987-989, 991, 992, 997	29(9)	563(172)	55(17)	10,059	382
DDG 51-78	33(10)	466(142)	59(18)	8,433	323
FFG 8, 9, 12-15, 19, 28, 29, 32, 33, 36-43, 45-61	25(8)	445(134)	45(14)	4,166	300

Class II	**DRAFT FT(MT)**	**LENGTH FT(MT)**	**BEAM FT(MT)**	**DISPLACEMENT TONS**	**MAXIMUM CREW**
AE 21-25	29(9)	512(156)	72(22)	17,500	316
T-AE 26-35	26(8)	564(172)	81(25)	20,500	225
TAF	29(9)	502(153)	72(22)	15,540	200
T-AFS	24(7)	581(177)	79(24)	16,500	225
AO	35(11)	640(195)	86(26)	40,000	300
TAO	35(11)	640(195)	86(26)	40,000	150
AOR	33(10)	659(201)	96(29)	38,100	345

Class III	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
AGF 3	23(7)	522	84(26)	13,634	665
AGF 11	23(7)	569	84(26)	16,405	1,353
AOE 1-4, 6-8, 10	39(12)	793(238)	107(32)	53,850	600
AS 39-40	29(9)	644(193)	85(26)	23,870	1,363
LCC 19-20	27(8)	634(190)	108(32)	19,177	842
LPD 4-10, 12-15	23(7)	570(171)	84(26)	17,273	1,320
LSD 36, 38, 39	19(6)	553(169)	85(26)	14,225	688
LSD 41-48	20(6)	609(186)	84(26)	16,195	515
LSD 49-52	20(6)	609(186)	84(26)	16,977	925

Class IV	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
LHA 1-5	26(8)	820(250)	106(32)	40,032	2,664
LHD 1-6	27(8)	844(254)	106(32)	41,150	3,002
MCS 12	32(10)	602(184)	84(26)	19,915	1,443

Class V	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
CV 63-64	37(11)	1,063(324)	130(40)	82,097	5,630
CVN 65	39(12)	1,101(336)	133(41)	91,038	5,830
CVN 67	37(11)	1,052(316)	130(40)	83,316	5,597
CVN 68-75	39(12)	1,092(333)	134(41)	98,557	5,680

NOTES;

1. Class IA ships are defined as ships up to 179 ft. in length with a maximum crew size of 35.

2. Class IB ships are defined as ships from 180 to 270 ft. in length with a maximum crew size of 100.

3. The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

4. Displacement is expressed in tons and represents fully loaded displacement.

5. The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing. For this reason the variance of the actual number of personnel on the ship may be 40% less than this figure.

6. There may be certain variances between the data in this appendix and the actual configuration of ships deployed. However, such variances will be relatively minor.

7. The above listing was compiled from the Internet websites of the U.S. Navy and U.S. Coast Guard effective July 2000.

GLOSSARY OF TERMS AND ABBREVIATIONS

A.	SHIP AND CRAFT CLASSIFICATIONS
AD	DESTROYER TENDER
AE	AMMUNITION SHIP
AFDB	LARGE AUXILIARY FLOATING DRY DOCK (NON-SELF-PROPELLED)
AFDL	SMALL AUXILIARY FLOATING DRY DOCK (NON-SELF-PROPELLED)
AFDM	MEDIUM AUXILIARY FLOATING DRY DOCK (NON-SELF-PROPELLED)
AFI	AIR FORCE INSTRUCTION
AGF	MISCELLANEOUS COMMAND SHIP
AGMR	MAJOR COMMUNICATIONS RELAY SHIP
AGOR	OCEANOGRAPHIC RESEARCH SHIP
AGP	PATROL CRAFT TENDER
AGS	SURVEYING SHIP
AH	HOSPITAL SHIP
AK	CARGO SHIP
AO	OILER
AOE	FAST COMBAT SUPPORT SHIP
AOR	REPLENISHMENT OILER
AP	TRANSPORT
ARS	SALVAGE SHIP
ARSD	SALVAGE LIFTING SHIP
AS	SUBMARINE TENDER
ASPB	ASSAULT SUPPORT PATROL BOAT
ASR	SUBMARINE RESCUE SHIP

ATA	AUXILIARY OCEAN TUG
ATC	ARMORED TROOP CARRIER
ATF	FLEET OCEAN TUG
ATS	SALVAGE AND RESCUE SHIP
CG	GUIDED MISSLE CRUISER
CGN	GUIDED MISSLE CRUISER (NUCLEAR PROPULSION)
CO	CONTRACTING OFFICER
COR	CONTRACTING OFFICER REPRESENTATIVE
CRAFT	COST REPORTING AND ANALISIS FORCASTING TOOL
CV	ATTACK AIRCRAFT CARRIER
CVN	ATTACK AIRCRAFT CARRIER (NUCLEAR PROPULSION)
CVT	TRAINING AIRCRAFT CARRIER
DBMS	DIRECTOR OF BASE MEDICAL SERVICES
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
DESC	DEFENSE ENERGY SUPPLY CENTER
DEMOB	DEMOBILIZATION
DOD	DEPARTEMENT OF DEFENCE
DAO	DEFENSE ATTACHE OFFICE
FF	FRIGATE
FFG	GUIDED MISSLE FRIGATE
GPM	GALLONS PER MINUTE
LCA	LANDING CRAFT ASSAULT
LCAC	LANDING CRAFT AIR CUSHION
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCU	LANDING CRAFT, UTILITY
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LKA	(EX-AKA) AMPHIBIOUS CARGO SHIP
LPD	AMPHIBIOUS TRANSPORT DOCK
LPH	AMPHIBIOUS ASSAULT SHIP
LSD	DOCK LANDING SHIP
LST	TANK LANDING SHIP
MCS	MINE COUNTERMEASURES SHIP
MHA	MINEHUNTER, AUXILIARY
MHC	MINEHUNTER, COASTAL
MMC	MINELAYER, COASTAL
MMF	MINELAYER, FLEET
MOB	MOBILIZATION
MSC	MILITARY SEALIFT COMMAND
MSO	MINESWEEPER, OCEAN (NONMAGNETIC)
NCIS	NAVAL CRIMINAL INVESTIGATIVE SERVICE
NR	SUBMERSIBLE SEARCH VEHICLE (NUCLEAR PROPULSION)
PBR	RIVER PATROL BOAT
PCH	PATROL CRAFT (HYDROFOIL)
RPC	RIVER PATROL CRAFT
SQM	SQUARE METER
SS	SUBMARINE
SSBN	FLEET BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	SUBMARINE (NUCLEAR PROPULSION)
SUPPO	SUPPLY OFFICER
TAFS	COMBAT STORE SHIP
USA	UNITED STATES ARMY
USAF	UNITED STATES AIR FORCES
USCG	UNITED STATES COST GUARD
USD	UNITED STATES DOLLAR (S)

USG	UNITED STATES GOVERNMENT
USN	UNITED STATES NAVY
USMC	UNITED STATES MARINE CORPS
VDE	VERBAND DER ELEKTROTECHNIK
WAGB	ICEBREAKER (COAST GUARD)
WAGO	OCEANOGRAPHIC CUTTER (COAST GUARD)
WAK	CARGO SHIP (COAST GUARD)
WAT	(OLD DESIGNATION) OCEANGOING TUG (COAST GUARD)
WATA	OCEANGOING TUG (COAST GUARD)
WHEC	(EX-WPG) HIGH ENDURANCE CUTTER (COAST GUARD)
WIX	TRAINING CUTTER (COAST GUARD)
WMEC	(EX-WPC) MEDIUM ENDURANCE CUTTER (COAST GUARD)
WPB	PATROL BOAT (COAST GUARD)
WTR	TRAINING SHIP (COAST GUARD)
WWCRAFT	WORLD WIDE COST REPORTING AND ANALISIS FORCASTING TOOL
X	SUBMERSIBLE CRAFT (SELF-PROPELLED)
YAG	MISCELLANEOUS AUXILIARY (SELF-PROPELLED)
YC	OPEN LIGHTER (NON-SELF-PROPELLED)
YCF	CAR FLOAT (NON-SELF-PROPELLED)
YCV	AIRCRAFT TRANSPORTATION LIGHTER (NON-SELF-PROPELLED)
YD	FLOATING CRANE (NON-SELF-PROPELLED)
YDT	DIVING TENDER (NON-SELF-PROPELLED)
YF	COVERED LIGHTER (SELF-PROPELLED)
YFB	FERRYBOAT OR LAUNCH (SELF PROPELLED)
YFD	YARD FLOATING DRY DOCK (NON-SELF-PROPELLED)
YFN	COVERED LIGHTER (NON-SELF-PROPELLED)
YFNB	LARGE COVERED LIGHTER (NON-SELF-PROPELLED)
YFP	FLOATING POWER BARGE (NON-SELF-PROPELLED)
YP	PATROL CRAFT (SELF-PROPELLED)

Attachment 2 – Schedules (See separate attached regional spreadsheets)

Attachment 3 – Historical Port Visit Data (See attached historical data files)

Attachment 4 - PAST PERFORMANCE MATRIX

A. CONTRACT NO. AND TYPE	B. CUSTOMER	C. DESCRIPTION OF SERVICE AND PERIOD OF PERFORMANCE	D. DOLLAR VALUE OF CONTRACT	E. DESCRIBE RELEVANCE OF THE CONTRACT TO THE PROPOSED CONTRACT	F. IDENTIFY ANY QUALITY, DELIVERY OR COST PROBLEMS IN PERFORMING THE CONTRACT. DESCRIBE CORRECTIVE ACTION AND ITS EFFECTIVENESS

NOTE: Additional pages may be used, but needs to follow the format of this form.

Attachment 5 - PAST PERFORMANCE
REFERENCE INFORMATION SHEET

THE FOLLOWING ADDITIONAL INFORMATION SHALL BE PROVIDED FOR AT LEAST THREE (NOT MORE THAN FIVE) CONTRACTS LISTED ON THE PAST PERFORMANCE MATRIX.

1. CONTRACT NO:
2. NAME AND ADDRESS OF THE CUSTOMER FOR WHICH THE CONTRACT WAS PERFORMED
3. NAME OF CUSTOMER'S POINT(S) OF CONTACT WITH DIRECT KNOWLEDGE OF THE CONTRACT
4. COMPLETE TELEPHONE NUMBER(S) (WITH COUNTRY AND CITY CODE)
5. FAX NUMBER (WITH COUNTRY AND CITY CODE)
6. INTERNET E-MAIL ADDRESS

Note to Offerors: Ensure that phone/Fax/E-Mail numbers that you provide are/have been called and verified by your company prior to sending and that they are <u>legible</u>. Please bear in mind that faxing handwritten numbers often blurs them.

<u>Attachment 6 – PWS (See PWS section of contract above)</u>

Attachment 7 - Performance Work Statement (PWS) for Force Protection

CLIN XX13, XX14, XX15 - FORCE PROTECTION SERVICES AND SUPPLIES

(a) Only the ship's Commanding Officer, the ship's Supply Officer, or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer is authorized to order Force Protection (FP) services under this contract. If any other activity or individual attempts to order FP services (e.g., NCIS, DAO, etc), the Husbanding Service (HS) Contractor is required to immediately inform the ship and receive a proper order prior to beginning performance of these services.

(b) The HS Contractor is responsible for providing or coordinating listed FP services as part of their Husbanding Services under Lot Line Item XX01. The HS Contractor shall develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HS Contractor must coordinate all aspects of FP planning and services with Port Authorities, host nation agencies, and U.S. Embassy security staff. If the host nation is supplying FP assets the HS Contractor must verify they are available and are scheduled to show up on time.

(c) The HS Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer. The HS Contractor shall not add any requirements without prior approval.

(d) The HS Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. The HS Contractor must explain what the added FP service will include and why it has been requested. The NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HS Contractor will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

(e) FP is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, having the objective of improving security to personnel and ships while in port. FP services or supplies may be provided by the host nation at no cost or may be billed at the public tariff rate. The HS Contractor is required to verify what services will be provided by the host nation. For the services that cannot be provided by the host nation, the HS Contractor is required to arrange these services by obtaining them from commercial sources at the prices indicated in the pricing schedule.

(f) The HS Contractor shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HS Contractor's written policy shall describe the required measures to protect ship schedule information.

(g) The HS Contractor shall provide as many services identified below as ordered by the ship or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. These services do not include other related services not listed, but may be required and separately ordered to attain a higher level of security in a port.

(h) Personnel providing force protection services must be responsive to instructions from the ship. This does not authorize force protection personnel to violate any local regulations, any Port Authority ordinances, or local decrees. The equipment and material used for the force protection services will be inspected by the ship's force to ascertain that they meet force protection requirements.

(i) Access Points: The HS Contractor shall establish a single entry and exit point to the pier area.

(j) Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

(k) Personnel Identification: The HS Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

(l) Background Checks: The HS Contractor shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations. The HS Contractor shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers. The HS Contractor shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The HS Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing. In addition, the HS Contractor will be required to provide vetting services for third party contractors such as DESC contractors.

(m) Access Lists: The HS Contractor shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

(n) Inspections: The HS Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

(o) Stand-Off Distances:

Objects: To the maximum extent practicable the HS Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

Unloading Zones: To the maximum extent practicable the HS Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship.

Warning Signs: The HS Contractor shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

Sign Specifications:
- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area, Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

(p) The unit price for force protection services shall include all costs associated with providing transportation, mobilization/installation and demobilization/de-installation, or arranging the requested services below unless the transportation, mobilization/installation and demobilization/de-installation is identified as a separate Lot Line item

number. The HS Contractor's invoice shall set forth the unit of issue identified for each service, total quantity ordered for each service, unit price, and the total price.

(q) The force protection services that the ships may order are:

(1) Jersey-type security barriers and CONEX box barriers capable of stopping a vehicle (automobile). (Price per meter per day)

(i) Concrete barriers
(ii) Water filled barriers (completely filled with water). Price must include water.
(iii) CONEX box barriers.

Mobilization, installation and demobilization will be billed under a separate contract line item number.

The HS Contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used as well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zigzag patterns to control the speed of access.

A personnel entry point must be established through the barriers. Barriers may also be used to seal off secondary Port gates. All barriers must be placed prior to a ship's arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

(2) Armed or unarmed security guard to control vehicle and personnel access to pier. (Price per guard per hour) Must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival.

The HS Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas. The HS Contractor shall comply with Attachment 14 for security guard operations.

Sub Lot Line Item XX14AA shall not be ordered where private, armed security guards are contrary to host nation law or regulation. In such cases, sub lot line item XX14AB, XX14AC, or XX14AD shall be substituted and the Ordering Activity notified at the time of the order.

(3) Floating Line of Demarcation (FLD) at pierside, equipped with anchors and lighting (for night visibility). (Price per meter per day) The floating FLD must be anchored at least 30 meters from ship. Oil booms are acceptable. Mobilization, installation and demobilization will be billed under a separate contract line item number.

The HS Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers but is to help identify a safe standoff zone. The HS Contractor shall comply with the specification of the FLD in Attachment 12.

(4) Unarmed and manned picket boat or waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities. Continuous coverage is required for the period of performance ordered by the ship or by the Contracting Officer. (Price per patrol craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

The HS Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone. The HS Contractor shall comply with Attachment 13 for picket boat operations and specifications.

(5) Unarmed and manned motorized patrol craft, approximately 5-10 meters in length, with own radio to communicate with ship and local authorities, to escort ship from pilot pickup point to mooring location. (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(6) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities, on call (available within 15 minutes). (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(7) Tire-shredding strips, equipped with metal spikes, to be placed across the entry to pier access. (Price per one strip per day) The strips shall be capable of disabling a vehicle, which drives over the strips in the wrong direction. Strips shall be at least one meter in length.

(8) Metal pedestrian-control fences (perimeter fences). (Price per 2x2 meters fence per day) The fences shall be at least two (2) meters high, two (2) meters wide, and sturdy enough to withstand wind and other inclement weather.

The HS Contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the HS Contractor will provide portable chain link fencing with vehicle and walk up entrances.

The perimeter fence provided by the HS Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved
Entry Point: Entry available for vehicles and personnel.

(9) Portable fluorescent lighting capable of illuminating 300 meters by 100-meter area. (Price per portable unit per day) The HS Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port's installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

(10) Weather resistant guard shacks, capable of holding at least two persons. Guard shack shall be enclosed, and shall have, at a minimum, one door and one window. (Price per unit per day)

(11) Hand held metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(12) Walk-through metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(13) Trained metal detector operators. (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(14) Hand held explosives detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(15) Walk-through explosive detector, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(16) Trained explosives detector operators. (Price per hour per operator) Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(17) X-ray baggage scanning machines, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(18) Trained X-ray baggage scanning operators. (Price per hour per operator) Operators shall search host national baggage. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities. Equipment shall be manned by professionally trained operator to operate the equipment 24 hours a day.

(19) Explosives disposal-trained diving services capable of inspecting pier before ship arrival. Must have obtained all applicable licenses and/or certifications from host nation prior to diving. (Price per hour)

(20) Battery operated bullhorns, new batteries included. (Price per unit per day)

(21) Sturdy tables with dimensions of at least two (2) meters long and one (1) meter wide, with four folding chairs. (Price per unit per day)

(22) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and open on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(23) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and closed on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(24) 800 MHz radios. Must be in excellent condition, and battery operated, with batteries included. (Price per unit per day).

(25) The HS Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ship's personnel while performing security checks on personnel, baggage, and vehicles. The office or tent will be large enough to accommodate a minimum of five (5) people. The tents shall have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The HS Contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or

tent. A fully charged, 20 LB, CO2 fire extinguisher shall be provided and kept fully charged. (Price per unit per day)

(26) The HS Contractor shall provide two-way radio sets capable of communicating with the ship, picket boats and to the shore patrol designated individuals. (Price per set per day)

(27) The HS Contractor shall provide an under carriage vehicle scanner to scan vehicle undercarriages. (Price per unit per day)

(28) Dive and Vetting: The HS Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities. The pier will be vetted prior to the ship's arrival. To the maximum extent practicable the HS Contractor shall inspect all watercraft at least 400 feet (125 meters) from the ship. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel. The HS Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in picket boats. (Per team per hour, minimum four (4) hours)

Attachment 8 - Performance Work Statement (PWS) for Cost Reporting

LINE ITEM XX20AA – COST REPORTING

A. Pre-arrival Cost Estimate Report

(1) The Contractor shall prepare an Initial Cost Estimate Report (referred to in this solicitation as the 'pre-arrival cost estimate') in response to all orders issued to the Contractor by any method identified under "ISSUANCE OF ORDER" in Contract Terms and Conditions – Commercial Items. The orders will be provided to the Contractor by ships, activities and individuals identified in the contract. The Initial Cost Estimate will include estimated prices for all items ordered. It will not be sufficient to simply state that the estimated price is "per contract" or "per Port Tariff".

(2) The Contractor shall send the Initial Cost Estimate Report by email to the requiring customers authorized to use this contract and to the and to the email address specified at the time of contract award for each region within **48 hours** after receipt of the LOGREQ/order. In the situation where the Contractor receives the logreq with less than two working days prior to the arrival of the ship, the Contractor shall make every effort possible to provide the cost estimate prior to the ship's arrival, but in no case, more than 48 hours after receipt of the LOGREQ.

(3) Any changes to an Initial Cost Estimate Report shall be forwarded by email to the requiring customers authorized to use this contract and to the email address specified at the time of contract award for each region .

(4) These estimates shall be provided to any other requiring customers authorized to use this contract based on the customer's request.

(5) In addition to the initial cost estimate, the Contractor shall provide any additional information and respond to the activity authorized to act on behalf of the ship, such as the Port Services office or the DAO.

B. LogSSR Reporting

The Contractor shall fully participate in the use of the Logistics Support Services Repository (LogSSR) web-based system. LogSSR replaces all previously used reporting processes such as legacy web-based systems like Cost Reporting and Forecasting Tool (CRAFT).

Upon award, the Contractor shall utilize the LogSSR to submit all reports and documentation related to the ship's visit. LogSSR can be accessed through the NAVSUP One Supply website at https://www.navsup.navy.mil/onesupply, redirected through www.navsup.navy.mil/logssr or directly at the official website of https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(1) LogSSR access and input.

(a) At the start of the contract period of performance, the Contractor shall enter the final itemized port cost information directly into the LogSSR database (Actual Cost Report) and email all corresponding documentation (Initial Cost Estimate Report, final invoices, and supporting documentation required by the contract). External Certification Authority Public Key Infrastructure (ECA PKI) is not required for entry, but no access to the contractor's information is accessible unless obtaining an ECA PKI.

(b) Contractors can obtain access to their submissions by obtaining an ECA PKI per the NAVSUP One Supply guidelines and requesting access through the website. Information can be obtained through the LogSSR website at https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(2) LogSSR functionality.

(a) This system is designed to gather all reports and documentation related to the ship's visit, beginning with the Initial Cost Estimate (referred to in this solicitation as the 'pre-arrival cost estimate') to the Actual Cost Report. All supporting documentation will be submitted by email to navsup_hq_logssr@navy.mil in PDF format (Adobe Acrobat) when the port visit information is entered into LogSSR. Although the pre-arrival cost estimate is a separate reporting requirement, a copy of this report shall also be submitted as part of the Actual Cost Report documentation described in paragraph (b) below. The Documentation is discussed below:

(b) Actual Cost Report:

(1) The Contractor shall create the Actual Cost Report in the LogSSR website directly, **within seven calendar days from completion of the ship's visit** . The contractor shall also send a copy of the order (i.e. SF 1155 or 1449), a copy of any Initial Cost Estimates, a copy of the logreq, and all the contractor's invoices and supporting documentation required by the contract as PDF files to theLogSSR email address of **navsup_hq_logssr@navy.mil** and to the email address specified at the time of contract award for each region concurrent with the creation of the Actual Cost Report in LogSSR.. The Contractor shall identify the line items as actual or estimated. This option is for those line items where the Contractor has not received the actual invoice before the ship leaves port, i.e. telephone bills. The Contractor shall include all port costs paid by each ship for which the Contractor provides husbanding services. The term "port costs" includes all supplies or services identified in the section of the contract titled, SUPPLIES/SERVICES AND PRICES, supplies or services furnished under another contract, and any other charge paid by the ship during the port visit.

(2) For ships that do not have payment capabilities, the Contractor shall send the signed DD Form 1155, invoices and the additional documents required clearly indicating that a payment is pending to the and to the email address specified at the time of contract award for each region and to the LogSSR email address of **navsup_hq_logssr@navy.mil.**

(3) Any changes to an Actual Cost Report (i.e. finalize the charges made on an estimated amount) shall be forwarded by e-mail to and to the email address specified at the time of contract award for each region and to **navsup_hq_logssr@navy.mil** email account as PDF file within seven calendar days of the change. The NAVSUP Fleet Logistics Center Yokosuka, Site Singapore contracting office will update changes to the LogSSR.

(4) The Actual Cost Report and supporting documentation will be visible in the LogSSR website by the government personnel with validation authority. Final reports of an HSP representative can be accessed through the website only by obtaining an ECA PKI that will provide access only to the HSP's submitted information.

NOTE: Before submission of reports or any other data to the NAVSUP Fleet Logistics Center Yokosuka or its sites' Contracting Office via electronic transmission or any other data media, the Contractor shall scan all documents with current anti-virus software to ensure computer virus free transmission. The LogSSR server scans all reports for computer viruses before inclusion in the databases. Any reports received containing computer viruses will be immediately returned to the Contractor.

LINE ITEM XX20AB – ONLINE PRICING APPLICATION

Online Pricing Application. The contractor is responsible for providing an On-Line Pricing Application to assist the Government in the estimating, tracking, forecasting and reporting of maritime husbanding support non-priced services. The On-Line Pricing Application will assist the Ordering Officer or Contracting Officer with requests for non-priced supplies and services. The online pricing application is the technology that implements the process for review and approval of non-priced item purchases. Therefore, the technology used to implement the non-priced item pricing process must be both reliable and accurate. The On-Line Pricing Application will also allow the Ordering Officer or Contracting Officer to review and approve the offered price for the non-priced item before the contractor provides the supply or service. The contractor will be required to upload accurate pricing data for all non-priced items requested or made available to the users of the contract where pre-priced items do not meet user requirements. The contractor shall not provide any non-priced supplies or services other than PT or NSP items unless they have been approved in accordance with paragraph (iii) below. All non-priced items requested or ordered under this contract shall be reported in the On-Line
Pricing Application. The On-Line Pricing Application is separate from the contract requirements for reporting pricing and costs in LogSSR.

The Contractor shall provide a web-based secure access to their program via secure user login and password no later than the beginning of the contracts period of performance. This program may be developed by the Contractor or procured as a commercial item. The program shall allow multiple simultaneous users to access the tool. Access shall be coordinated through the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer in order to limit access. Only authorized users will have access to the program. A common secured access shall be made available to the Fleet in order to allow access to all Ordering Officers in a particular area of operation. Any reports downloaded from the program are property of the U.S. Government and data rights are considered unilateral for the Navy portal into the program. All reports shall be downloaded into Microsoft Excel format. This application should be available for use through a web-based application without installing additional software onto Government computers. The HS Contractor's program should allow a computer with the following minimum configuration to access their system:

- Intel 2.8 GHz Pentium 4 processor
- a DVD Read Only and CD writable drive
- a 3.5 inch floppy
- SoundMAX Integrated Digital Audio with external speakers
- 1 Gigabyte of Memory and expandable to 4 Gigabytes
- 80 GB Hard Drive
- Windows 2000
- MS Office 2003 Pro with Word, Excel, Access, Ppoint, Outlook, Infopath
- Smartcard Reader Keyboard
- Wired Network Card

Note 1: The online pricing application requires internet access but is not a Navy IT system. Security of the HSP's data within the online pricing application is the responsibility of the HSP. All data in the online pricing application should be unclassified data.

Note 2: All reports provided under lot line item XX22 are not separately priced (NSP). Costs for submitting required reports under this lot line item should be included in the husbanding services fee. Separate cost reimbursement for development or purchase of the application is not authorized.

Note 3: The HS contractor shall provide a secure user login and password for all authorized Government users no later than the beginning of the contract's period of performance. A list of required government users will be provided at the time of contract award. If new Government user requirements become known to the Government after the initial list is provided to the HS contractor, the HS Contractor shall add new users and provide login and password within seven days of receipt of the request.

Note 4: Common secured access shall be provided to Ordering Officers and Fleet representatives for all port visit data. Any authorized Government user should have access to all historical data and pricing information.

At a minimum, the online pricing application must perform the following functions:

(i) Non-priced Item Cost Reporting:

(1) The Contractor shall maintain 'real-time' pricing data for all non-priced items ordered in all ports for which the Contractor provides husbanding services.

(2) The Contractor shall input and keep updated the programs' 'real-time' pricing via the Internet, using the online pricing application. The Contractor shall update this report at least once per day of performance between the hours of 0700 and 2300 while ship is in port until the completion of the ship's visit.

(ii) Final Price Report:

(1) A summary disbursement account must be itemized in detail, with the appropriate price shown against each item in a format similar to Attachment 2 within forty eight (48 hours) after a ship leaves port. Alternatively, it is acceptable for the Contractor to scan and attach suppliers' invoices to the online pricing application's disbursement account where this facilitates the process. The Contractor will in any event be required to retain all pricing data and invoices relating to non-priced items for review, future visit reference, and official audit purposes. These final reports may be provided to other ships or ordering activities visiting ports covered by the contract.

(iii) Non-priced Item Review Process

In accordance with Paragraph 3(o) of the performance work statement the HS shall develop and implement a process by which it will input the documentation and arrangements for non-priced lot line items into the "Online Pricing Application". The contractor shall mirror the competitive process found in the FAR/DFARS (Parts 13/15). For the purpose of evaluation and analysis, the HS Contractor shall provide the results (contractor written quotations) of competing the requirement with at least two commercial contractors, or provide catalog prices lists or tariff schedules with the contractor catalog or tariff schedule that confirms the stated prices are valid from that source, or provide invoices from previous commercial purchases other than the Navy. The HS Contractor is not precluded from adding an allowance for profit and/or an allowance for its administrative costs to acquire the non-priced items to the reported prices from suppliers. Such additions will also be shown in the Online Pricing Application. The HS contractor shall input the information into the Online Pricing Application for the review and approval of the authorized Ordering Officer, NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer or Military Sealift Command Contracting Officer prior to arranging for the non-priced item. For non-priced items with an extended price of less than $25,000, either the Ordering Officer, the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer or the Military Sealift Command Contracting Officer may determine if a quoted price is fair and reasonable prior to an order being issued for the non-priced item. For non-priced items with an extended price greater than $25,000, only the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer or Military Sealift Command Contracting Officer may determine if a quoted price is fair and reasonable. All purchases of non-priced items other than port tariff items must be documented using the online pricing application. Items with an extended price <$25,000 will be reviewed and validated by the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer or Military Sealift Command Contracting Officer, but may be provided to the Ordering Activity at any time after a price is agreed upon by either the Ordering Officer, NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer or Military Sealift Command Contracting Officer . Items with an extended price >$25,000 may not be provided or mobilized until the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer or Military Sealift Command Contracting Officer has agreed to the price and confirmed the price using the online pricing application. Using this process, all products and services arranged on behalf of the Ordering Officer shall be billed and reported under LOT Line Item XX20, Incidentals. The process will be monitored and evaluated using Attachment 10, Quality Assurance

Surveillance Plan.

NOTES:
1. "All data obtained by the Government through the use of the contractor's online pricing application during the course of the contract is for the Government's use and shall be treated as 'limited rights' as described in DFAR 252.227-7013(13) after the contract expires".

2. Failure to provide required reports in a timely manner as outlined in the PWS will result in penalties as outlined in Attachment (10) Quality Assurance Surveillance Plan.

Attachment 9 - Performance Work Statement (PWS) for Operations Other Than War (OOTW) Support

A. INTRODUCTION

(a) OOTW Support shall by rendered by or supervised directly by individuals fully qualified and licensed in the relevant profession, trade, or field. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses, and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety environmental and health precautions are taken to protect the work, the workers, the public, and the property of others.

(b) Operations Other Than War (OOTW) refers to a "Contingency operation" as that term is defined in FAR 2.101 and includes emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. For the purpose of this contract, OOTW support will be "First Responder" support for U.S. Navy or other forces authorized to order under this contract and will generally be limited to the initial support for a contingency operation lasting no more than thirty (30) days. In addition, it is anticipated that the estimated cost of supplies and services that may be ordered under this Line item during a single 'contingency operation' will not exceed $1,000,000. The supplies and services necessary to support these type of contingencies will include but be not limited to potable water, blankets, tents, transportation, interpreters, drivers, construction materials, medical supplies, trucking support and other logistics support necessary to support the first responder teams.

(c) In addition to rescue and humanitarian relief missions, contingency operations can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property. For purposes of this contract, it also includes Non-combatant Evacuation Operations (NEO's), or an unplanned, real world deployment of troops for an period of time not to exceed thirty (30) days. The provisions of FAR part 18, Emergency Acquisitions (effective 5 July 2006), apply in full to the OOTW requirements of this contract.

B. ORDERING AND PRICING

(a) Lot Line Items XX21AA and XX21AB are used to order Management Services in support of Operations Other Than War.

(b) Recognizing that the specific Management Services that may be required will likely vary depending on the particulars of the individual Operation Other Than War, the Lot Line Items are priced on a per person/per day basis. All orders for specific supplies or services shall be ordered under Lot Line Item XX20, Incidentals and shall be arranged using the online pricing application described in Attachment 8. The $1,000,000 maximum dollar limit per OOTW contingency replaces the $50,000 maximum dollar limit that otherwise applies to Lot Line Item XX43. The management services ordered under Lot Line Item XX21 are separate from the specific services outlined below.

(c) Management Services in support of an Operation Other Than War in all situations will be ordered under Management Services Lot Line Item XX21.

(d) (Deleted)

(e) At the time the Government orders services under the Lot Line items it will provide the Contractor a detailed list of tasks that the Contractor shall perform. The tasks shall be within the scope of the tasks further described below. The Contractor shall use its best efforts to fully perform the set of tasks within the limitation of the number of persons/number of days of service ordered by the Government.

(f) The Contractor shall promptly notify the Government if it believes that it will be unable to fully perform the specified tasks because the Government has not ordered sufficient services under these Lot Line Items.

(g) The Contractor shall furnish personnel who are familiar with the manner in which the U.S. Navy operates, speak the local language that is normally used at the site of the OOTW, and speak and read English. The Contractor shall ensure that the personnel provided under these Lot Line Items arrive at the OOTW site by the date and time specified in the order. The First Day and Subsequent Day Management Fee rates shall include any costs for the Contractor employees to travel to and from the OOTW site, and the costs of food and lodging for the Contractor while at the OOTW site. Contractor employees will not normally be provided meals or lodging at U.S. Government expense nor will they typically be entitled to Government-furnished lodging and meals on a reimbursable basis.

(h) The Contractor shall have a network familiar with the different political and commercial infrastructures, cultural and lingual background, and business practices either throughout the Region or in each country covered by the contract. In order to assist the Navy's response to OOTW, the Contractor shall furnish personnel with the following qualifications:

(i) Ability to speak the local language in the country where OOTW is being conducted
(ii) Capacity to travel to the OOTW or forward logistic site within 24 hours of notification
(iii) Current inoculation records
(iv) Possess a valid up-to-date passport

(i) For each increment of one person for one day that the Government orders, the Contractor shall provide one qualified employee to work on tasks identified at the time the order is issued for a period of at least 12 hours per day. The Contractor employee will perform those tasks at the OOTW site. The Contractor shall provide the Government a point of contact for questions and issues that arise in connection with the tasks identified at the time the order is issued who can be contacted during the portion of the 24-hour day that the Contractor's employee is not at the OOTW site.

(j) These are not personal services. Contractor employees performing services under these Lot Line Items will perform the tasks identified by the Government at the time the order is issued. The Contractor employees performing the services are under the supervision and direction of the Contractor. Should the Government have concerns with the manner in which the tasks are being performed or have a need to modify the tasks, it shall contact the Contractor.

(k) Services that may be required under this Lot Line Items include, but are not limited to, providing interpreter support, providing expertise on locally-sensitive cultural issues, liaison with local political and police authorities, and providing technical assistance in acquiring necessary supplies and services.

(l) The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government Contracting Officer shall place the order. As with the Management Services Lot Line Items for Husbanding Services, the Government may also direct the Contractor to acquire necessary supplies and services in accordance with Lot Line Item XX20, Incidentals as outlined in the Husbanding Services PWS. All supplies and services ordered in support of OOTW contingencies shall be arranged and reported using the online pricing application described in Attachment 8.

(m) If an operation is not associated with a ship, or if the Contractor's services are required inland (i.e., more than 100 Km from the nearest port), OOTW fees under this Lot Line Item will apply. If the service is provided in a port vicinity (within 100Km of the port) and the requirement is received from the ship or a contingent on the ship, the Contractor's husbanding fees under Lot Line Item XX01shall apply.

(n) Management Services for Operations Other than War (OOTW) Lot Line Item . When supplies or services are ordered under the Operations Other than War (OOTW) Lot Line Item , the Government will clearly identify the days during the performance period for which it is ordering Management Services. Because of the range of situations under which the Government may order supplies and services under the OOTW Lot Line Items, there is less certainty that the Government will order Management Services for each day of an Operation Other Than War than

when the Government orders husbanding services. The Contractor is not required to provide any services described under the OOTW Management Services Lot Line Items on those days for which services are not ordered. Regardless of whether Management Services are ordered for a particular day, the Contractor shall still provide a point of contact to address Government concerns about supplies or services to be delivered on that day. Assistance by the Contractor in providing status and/or rescheduling deliveries will not in itself constitute an order for Management Services.

(o) If an advance party arrives in a country for OOTW and requires services under these Lot Line Items prior to the start of the OOTW event, the Contractor shall be compensated for the services provided at the subsequent day rates for these Lot Line Items. The Contractor is not required to provide any services to an advance party under these OOTW Lot Line Items without first receiving an order for such services. The Contractor may be required to support multiple operations at the same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the HS Contractor's services are ordered.

(p) The Contractor's POC for Husbanding Services, or an alternative designated in writing to the Contracting Officer, shall be available (either in person or by telephone) twenty-four (24) hours a day, seven days a week, during the time frame of the OOTW operation. The POC or the alternative shall assist the on-site Government representative in fulfilling OOTW logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements.

(q) If an advance party arrives in a country for OOTW, the Contractor shall bill at the OOTW subsequent day rate. If the operation is on going, the Contractor shall bill the OOTW first day rate and then subsequent days. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the Contractor's services are ordered.

(r) The Navy may require identification of potential sources and/or delivery for supplies and services such as:

Bottled potable water, portable latrines and services, floodlights, billeting services (hotel/motel rooms, services), meal services, tents, shower trailer and related services, refuse collection services, laundry and dry-cleaning services, forklifts, clothing, construction material, parts for vehicles, air conditioners, refrigerators, cell phones, IT equipment, repair parts, medical supplies, generators, commercial vehicles, pest extermination services, plumbing services, fuel, expediting or delivery services, MWR support, mortuary services, cultural awareness training, dietician support, translators, office supplies, boat ramps, pier/wharf/pontoon space, security fencing, security services, light trees, and Internet services (e.g., WI-FI services).

(s) In addition, the Navy may require either the identification of potential sources or delivery of any other types of supplies/services that will be unique and specific to the OOTW situation involved. Due to the unique nature of OOTW situations the range and depth of requirements will potentially be extensive. Normally, the Contractor shall not be required to perform until the Contracting Officer issues an IDIQ order for additional OOTW support.

(t) In very unique time sensitive situations the Contractor may be tasked to source and provide a large variety of supplies and services on a very compressed delivery schedule in support of large scale operations like NEOs, etc or other real world events.

C. SUPPLIES AND SERVICES

The items listed below are examples of what may be ordered under the OOTW portion of this contract. Prior to ordering OOTW supplies or services, a warranted Contracting Officer authorized to place orders under the contract will review any descriptions or statements of work to ensure they adequately describe the Government's needs and all terms and conditions are properly defined.

1. BOTTLED POTABLE WATER

The Contractor shall provide for the procurement and delivery of potable water to a specified site(s). The Contractor shall provide for the furnishing of fresh, potable water in 1.5 liter-sized bottles. Potable Water is defined as fresh drinking water of a quality not less than that prescribed in:

(a) Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See Attachment #18.

(b) Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

EXAMPLE OF GENERAL PRICING FORMAT FOR POTABLE WATER:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
XXXX	Bottled Potable Water (1.5 liter)	bottle	_____	$_____	$_____

2. PORTABLE LATRINES & SERVICES

(a) PORTABLE LATRINES (Specifications) - The services to be rendered consist of the rental of latrines (toilets), all labor, transportation, delivery, pick-up, dismantling, repair and maintenance, tools, materials, supervision and servicing of latrines.

(1) The Contractor will provide portable, chemical latrines (one seat) that are of the standard commercial-type, a single cabin unit in the approximate size of 1.25 m (wide) x 1.25 m (deep) x 2.0 m (tall). The cabin is to be equipped with a hand cleaning agent (dispenser) if available, a urinal, a holding tank (minimum capacity of 250 Liters), one toilet paper holder, a clothing hook, ventilation outlet, a lockable door, and a translucent roof.

(2) The Contractor will provide all labor, material, transportation and equipment required for the delivery and installation of the latrines, emptying/servicing, removal of sludge as necessary to the appropriate sewage disposal point and the pickup of the Latrines at the expiration of the rental period. In addition. the Contractor must provide all chemical agents to include antifreeze during freezing weather.

(3) The Contractor must implement a quality assurance program that will ensure that his work and the work performed by his employees is accomplished in such a manner that is in conformance with applicable standards of the trade and is in compliance with local and federal host nation Ecology Laws and Directives. The Contractor must obtain, and hold current, all necessary permits for the operation of his service and disposal vehicles on Saturdays, Sundays and local national/US holidays.

(b) SERVICING OF LATRINES

(1) The servicing of EACH latrine must be accomplished DAILY, TO INCLUDE ALL WEEKENDS, AND LOCAL/US HOLIDAYS. Servicing will include the replenishment of all chemical agents. Each cabin interior will be completely cleaned with a disinfectant agent, and the exterior walls will be cleaned as appropriate to give a well-maintained appearance. The hand cleaning agent will be replaced as needed, and the latrine will not be allowed to be without cleaning agent or toilet paper.

(2) The cleaning/servicing will be accomplished between the hours of 0700-1900 hours daily or as otherwise directed by the Contracting Officer or a Contracting Officer Representative (COR).

(c) DELIVERY OF LATRINES

(1) The latrines will be delivered operational and ready-for-use. The Contractor will provide a document written in ENGLISH (in duplicate), which provides the user a means of inspecting the condition of the latrines. The Contractor and the US Government Representative will jointly inspect each latrine for

damages (dents, scratches) and completeness. The document must be signed and dated by both the COR and the Contractor as acknowledgment that the latrines were actually delivered and in the condition described/annotated. A copy of the document will be retained by the Contractor and the COR for use during the joint Inspection that must again be conducted at the end of the rental period. Both the COR and the Contractor will sign the document to acknowledge the return of the equipment in the described/annotated condition. Reasonable wear and tear, as well as damages which are not annotated on the turn-in document will not be considered as valid if the Contractor later submits a claim against the government.

(2) When re-locations are specified in the contract, the Contractor must perform the required services as specified below:

(i) When the Contractor is notified prior to 12:00 hours, the work must be accomplished on the same day.

(ii) When the Contractor is notified after 12:00 hours, the work must be accomplished not later than 10:00 hours the following day.

EXAMPLE OF GENERAL PRICING FORMAT FOR LATRINE RENTAL/SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT OF PRICE	TOTAL
xxxx	Latrine Rental	Each/Day	___	$_____	$_____
xxxx	Servicing	Each/Day	___	$_____	$_____
xxxx	Emptying	Each/Day	___	$_____	$_____

3. FLOODLIGHTS

(a) FLOODLIGHTS (Specifications)

The services to be rendered consist of rental, delivery, set-up, maintenance and removal of floodlights to and from a specified site(s).

(1) The Contractor shall provide portable, wheel mounted, self contained lights of a commercial type that meets and/or exceeds the following specifications:

(i) The unit/s must be completely self contained, to include an on board generator capable of providing the required electrical power on a sustained basis (12 hours without interruptions). The noise-level of the generator shall not exceed 75 DBA, measured at a distance of 7 meters from the unit.

(ii) The unit/s shall be equipped with an on-board fuel tank which has a minimum fuel capacity to operate the unit for a 12 hour period without interruption.

(iii) The unit/s shall be equipped with six 1500 watt halogen lights which are to be mounted on a telescoping mast that can be adjusted from 7 to 9 meters in height. The lights are to be separately mounted on the mast and must be both horizontally and vertically adjustable to permit changes in the direction they can be aimed.

(iv) All fixtures, to include light bulbs, must be weather resistant to allow their operable use outdoors during periods of rain, wind, snow and inclement weather conditions in general.

(2) The Contractor shall provide all cables, cords and operating accessories, to include spare light bulbs (2 per light unit) , fuel and operational manuals in the English language.

(b) FLOODLIGHTS (Delivery, Maintenance & Removal)

(1) The Contractor is responsible for the delivery site placement, and an operational test of each unit. The Contractor must further ensure that the equipment and its installation meet the requirements of all applicable VDE regulations and the Trade Unions (UVV) accident prevention regulations. The unit/s will be delivered, installed and completely operational not later than 14:00 hours on the first day of the rental period.

(2) The Contractor shall provide a point of contact for "on call" maintenance and/or replacement of equipment. The point of contact must be available from 08:00 to 20:00 hours daily, to include Saturday, Sunday and all local and American holidays. In addition, the Contractor shall provide all labor, materiel and supervision required to keep the equipment in a serviceable and safe operating condition. Repair and maintenance may be performed on site, subject to coordination with the COR. If a light unit becomes inoperable, the Contractor will be notified immediately. The Contractor must respond within 6 hours after notification, to perform the required repair and maintenance services. Equipment that remains inoperable for more than a 24 hours period shall be considered not available for use and rental fees shall cease until the equipment is repaired to a fully operable condition or replaced with a serviceable unit. The pick-up and removal of inoperable equipment shall be accomplished at Contractor expense.

EXAMPLE OF GENERAL PRICING FORMAT FOR FLOODLIGHTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Floodlights	Each	___	$_____	$_____
xxxx	Set-Up	Each	___	$_____	$_____
xxxx	Rental & Maintenance	Week/Month	___	$_____	$_____
xxxx	Break-down & Removal	Each	___	$_____	$_____

4. BILLETING SERVICES—HOTEL/MOTEL ROOMS, SERVICES

(a) HOTEL/MOTEL ROOMS: The services to be rendered consist of both the rental of lodging accommodations, which are considered to be a hotel, motel or inn which provides sleeping facilities to the traveling public and various Contractor-furnished items described as follows:

(1) CONTRACTOR FURNISHED ROOMS: The Contractor shall furnish the following living spaces for single and double occupancy rooms. Each shall contain adequate living and sleeping areas. No more than two people shall be normally assigned to a room. Additional people assigned per room shall be agreed to in advance by the Contracting Officer (or his/her designated representative) and the Contractor. The following standards apply:

(i) Rooms shall be constructed and finished to provide good light and sound attenuation. All windows shall be provided with blackout lining, shades or blinds. If drapes are provided, they must screen out the light.

(ii) Sufficient electrical outlets shall be available and in good working condition.

(iii) All entrance doors to rooms shall have interior security locks, either deadbolt or double locking locks. At least one room occupant shall be provided with a room key.

(iv) Bathrooms must be constructed to provide convenient sanitary facilities. Bathrooms must contain a functioning shower and/or tub combination with a wash basin, a properly functioning toilet, and a mirror. Additionally, bathrooms should have adequate lighting and grounded electrical outlets for use of electrical razors, hair dryers etc. The shower or shower/tub combination shall have shower doors or curtains and hot and cold running water.

(v) A telephone in the room is desirable; if not available due to location, have telecommunication devices in the immediate area.

(vi) A television in the room is desirable; if not available due to location, have information as to where television is available to patrons.

(vii) Rooms shall have adequate heating and cooling capabilities.

(2) Furnishing and Equipment: Must be clean and in good repair. The following minimum furnishings are required:

Lamp --1 per desk or writing table
Adequate clothes storage drawers and closet space
Desk or writing table with chair
Trash Container
Bed

Additional desirable amenities:

Radio
Working tables and chairs
Restaurant within the facility
Refrigerators or ice machines in hallway
Chair, occasional
Alarm clock

(b) HOTEL/MOTEL SERVICES: The services rendered shall consist of the following contractor furnished services.

(1) ASSIGNMENT OF QUARTERS/ROOMS: Government personnel should not be billeted under this contract arrangement without presenting proper authorization to the Contractor. The Contractor must be adequately manned to provide a 24 hour check-in and check-out service, 7 days a week. Individuals of the same sex, designated for double room occupancy, shall be billeted in rooms with two beds. Normally, if these rooms are not available, single rooms shall be used. Any changes to this procedure will be agreed to in advance between the Contractor and the Contracting Officer (or his/her designated representative).

(2) CUSTODIAL/SANITATION SERVICES: Daily custodial services shall include, but is not limited to, room cleaning, bed making, linen change (as required), adequate quantities of soap, a minimum of four bath towels, four hand towels, sanitized drinking glasses, facial tissues, and a cloth bath mat.

(3) LINEN SERVICE: Linen service shall be provided once a week or when occupancy changes, whichever occurs first. Additional blankets shall be made available if requested by occupant. All linen and blankets shall be clean, freshly laundered, without any objectionable odors, and in good repair, free from tears, rips, holes, stains, and extensive wear. Pillows shall be at least six inches thick to provide proper support.

(4) ADDITIONAL DESIRABLE AMENITIES:

24 hour wake up service
Message service
Shuttle service

(5) COMMON USE AREAS: The Contractor shall keep all hallways, corridors, grounds, and other adjacent areas under the Contractor's control in a clean, neat and safe condition.

(6) "DO NOT DISTURB" SIGNS: All rooms shall have such signs available. Contractor's employees shall understand and respect them when displayed.

(7) LAUNDRY DROP OFF/PICK UP: Contractor shall provide required laundry service as agreed to in a separate contract (see contract # _____).

(8) BARBER SERVICES: Contractor will provide access in hotel area for barber/beautician services as needed.

(9) INFORMATION SERVICES: Customer service representatives shall be able to explain to occupants' miscellaneous charges not covered by this statement of work, i.e., telephone charges. The Contractor shall provide, where applicable, information on bus schedules, taxis and other local transportation, dining facilities and locations, and commercial telephone directory service.

(10) Business Services: Hotel will provide space for meetings as well as phone, copier and fax services as required.

(11) Meal Service: Contractor shall provide required meal service as agreed to in a separate contract (see contract # _____).

EXAMPLE OF GENERAL PRICING FORMAT FOR HOTEL/MOTEL, SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Rooms (1 person)	Each/Day	___	$_____	$_____
xxxx	Rooms (2 persons)	Each/Day	___	$_____	$_____
xxxx	Additional Persons per room	Each/Day	___	$_____	$_____

5. MEAL SERVICES

(a) MEAL SERVICES (Programs/Hours of Operation)

The services rendered consist of providing all the personnel, supervision, and any other items necessary to operate a full food service management facility as defined in this Statement of Work at ____*_____ Hotel, located in _____*_____.

(b) The Contractor will provide for a Quality Control Program, Quality Assurance Program and a Sanitation Inspection Program as well as complying with Hours of Operation as described in (1) through (4) below.

(1) QUALITY CONTROL: The Contractor shall establish and maintain a complete quality control program for the performance requirements of this contract.

(2) QUALITY ASSURANCE: (INSERT METHOD OF CONTRACTOR SURVEILLANCE, IF ANY.)

(3) SANITATION INSPECTIONS: The Contractor shall ensure that there is a Sanitation Inspection program established internally and in addition to any government performed surveillance, medical services personnel (Director of Base Medical Services), will also inspect for compliance with sanitary conditions. If there is a conflict the Contractor shall comply with the more restrictive regulation.

(4) HOURS OF OPERATION: The Contractor shall maintain the operating hours for the dining facilities as listed in _____*_____.

(c) DEFINITIONS

The Contractor will be familiar with and understand the following definitions:

(1) Director of Base Medical Services (DBMS): The installation medical authority who defines and monitors sanitation standards and procedures for food service activities.

(2) Equipment: Items used to store, prepare, cook, serve and transport food and supplies. Equipment also includes items used in cleaning and sanitizing.

(3) Food Handlers: Food service personnel who handle, process, prepare or serve food and who touch food or food contact surfaces in any way.

(4) Food Service Officer (FSO): Individual responsible for matters relating to food service.

(5) Installation Menu: Specifies installation menu choices (except leftovers), including, but not limited to, entrees, salads, desserts, and soups, to be served at each meal during a menu cycle.

(6) Leftovers: Leftovers are unserved portions of any item prepared for a specified meal period.

(7) Meal Serving Hours: Hours that the Government requires the dining facility to be open for service.

(8) Potentially Hazardous Foods: Any perishable food which consists in whole or in part of dairy products, eggs, meat poultry, fish, shellfish. These foods are likely mediums for bacterial growth and are potential causes of food-borne diseases especially if creamed, ground, mixed or handled often.

(9) Progressive Food Preparation (BATCH COOKERY): The preparation of food items at selective time intervals during an entire meal period matching the flow of patrons through the serving lines.

(10) Serving Line: This term refers to the location and equipment used in dining facilities to serve food cafeteria style.

(11) Subsistence: Food items, including beverages and condiments.

(12) Supplies: Expendable items such as paper and plastic products, cleaning and janitorial materials, kitchen utensils, and tableware.

(13) Trash: Any non-salvageable waste material other than garbage, rocks, or dirt. The waste includes metal, paper, glass, cardboard, floor sweepings, cartons, and similar materials.

(d) SPECIFIC TASKS

The Contractor will provide for and comply with the following Specific Tasks:

(1) MENU PLANNING AND POSTING: The Contractor shall coordinate meal planning with site representatives. The Contractor shall post daily menus before the breakfast meal in an appropriate location at each dining facility.

(2) REQUISITIONING SUBSISTENCE: The Contractor shall coordinate with Government personnel to requisition, pick up, deliver and off-load food at various food-service facilities.

(3) STORAGE AND ISSUE:

(i) Proper Storage: Upon receipt the Contractor shall promptly store perishable and semi-perishable subsistence. Store frozen and chilled items at specified temperatures.

(ii) First In-First Out: The Contractor shall ensure the oldest food items are issued first, except when the condition of an item dictates earlier use.

(4) SUBSISTENCE INVENTORY:

(i) Month-end Inventory: The Contractor shall take a physical inventory of all subsistence following the last meal on the last day of each month. The Contractor must reconcile the book inventory with the physical inventory and must submit proof of this to the government.

(ii) Other Inventories: The Contractor shall perform other inventory measures, i.e., annual inventory, equipment inventory before and after contract completion, etc., as required by the Contracting Officer. The government also reserves the right to conduct an independent inventory at any time during the performance of the contract.

(5) FOOD PREPARATION AND SERVICE.

All meals provided shall be "American-type" meals. Examples follow:

Breakfast:
Cereals: corn flakes, wheat flakes, chocolate flakes
Fresh fruits: bananas, grapefruit, oranges, pears, grapes...
Eggs: fried, scrambled.. Hash browns
Meat: Ham, sausage, bacon
Bread: White bread, toast, wheat, rye
Butter & Jam
Pastry: croissants, apple pie
Beverages: Coffee, orange juice, milk, water

Lunch:
Soup: vegetable, mushroom, tomato, chicken, beef, turkey...
Sandwich: ham, turkey, roast beef
Cheeses: American, Swiss
Fruit

Dinner:
Roast beef, roast/baked/fried chicken, roast pork, roast turkey, grilled fish, BBQ, roasted lamb
Beef/chicken stew
Rice, pasta (spaghetti, macaroni, lasagna) potatoes (baked, mashed...)
Boiled or Steamed Vegetables: corn, green beans carrots, peas, etc.
Pizza, hamburgers, hotdogs, tacos
Soups
Bread
Salad: lettuce, tomato, cheese, onions, dressing, etc.
Juice, water, milk

All food services items listed above are subject to approval by the U.S. Government medical personnel.

(i) Approved Menu: The Contractor shall follow the approved installation menu when planning and preparing all meals.

(ii) Progressive Food Preparation: Progressively prepare food items to yield optimum freshness, flavor, color, and texture.

Cook short-order breakfast items to order.

Prepare short-order items such as hamburgers, hot dogs, and french fries. Ensure an adequate flow of patrons through the line.

(iii) Serving Lines: Set up serving lines by the scheduled opening time. Food on the serving line shall be logically arranged and all foods shall be maintained at the specified temperatures. Replenish all foods, tableware, beverages, and condiments as necessary to ensure they are available to all patrons throughout the meal. Remove all food from the serving line within 15 minutes after the serving line is closed and cover, label and properly store all food, unless disposal of a leftover is appropriate.

(iv) Table Clearing: The Contractor shall be responsible to clear and clean all dining room tables and chairs or benches within five minutes after they are vacated to ensure a timely flow of patrons.

i. ****SAMPLE****

Breakfast Meal will be served in the ___*_____ Hotel restaurant as a buffet during established hours as posted. Dinner Meal will be served daily from _*__ hours to _*___ hours in the conference room adjoining the lobby or as otherwise coordinated. Actual headcount will be coordinated daily or as needed. Menu will consist of beef, poultry, or fish, salads and various fresh/canned vegetables, desserts, water, coffee, and soft drinks as coordinated with the chef and hotel staff by the ordering officer.

EXAMPLE OF GENERAL PRICING FORMAT FOR MEAL SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
XXXX	Breakfast	Each	____	$_____	$ _____
XXXX	Lunch	Each	____	$_____	$_____
XXXX	Dinner	Each	____	$_____	$_____

(6) SANITATION REQUIREMENTS:

(i) Personal Hygiene. The Contractor shall ensure all employees meet all personal hygiene requirements to include but not limited to; clean hands and fingernails at all times, proper hair and facial grooming, hair restraints, proper smoking restraint, etc.

(ii) Food Storage and Preparation: The Contractor is responsible for preventing all food-borne diseases by properly storing and preparing food in accordance with AFI 48-116, Control of Food-Borne Illnesses. This includes, but is not limited to: storage of bulk foods, refrigerated food, leftovers, perishables, etc. The Contractor shall prepare foods on surfaces that are cleaned and sanitized. All meats and poultry shall be cooked and prepared at the proper temperatures ensuring the food is thoroughly cooked throughout. (FOR PROPER TEMPERATURE RANGES ON VARIOUS FOODS, CONSULT AFI 48-116 OR YOUR MEAL SERVICES REPRESENTATIVE)

(iii) Equipment and Utensil Cleaning: The Contractor shall clean and sanitize all food service equipment and cookware to remove food particles, other soil, grease and cleaning or sanitizing agent residue to the standards set forth in this contract.

(7) HOUSEKEEPING.

(i) General: The Contractor shall furnish general housekeeping services in food service facilities before, during (if necessary) and after the serving of meals. The Contractor shall provide all equipment necessary to perform these services. The cleaning standards and housekeeping charts are intended to produce an acceptable level of performance.

(ii) Lavatories: The Contractor shall clean all lavatories in food service facilities.

(iii) Insect and Rodent Control: The Contractor shall take appropriate actions directed by the government to assist in the control of insects and rodents.

6. TENTS

(a) TENTS - SUMMER

(1) The services to be rendered consist of the rental, erection, dismantling and maintenance of all tentage and associated equipment.

(2) The Contractor shall provide ____*_____ square meters of billet tents to be erected at the site(s) and in the configurations as stated in the contract schedule and the plot plans provided.

(3) The tentage shall be constructed of PVC or polyester fire resistant canvas. The Contractor must ensure that all tent flaps and openings are adequately secured so as to prevent rain from entering the tent.

(4) Floors: The entire usable space within the tent must be covered with floors that are constructed of wood or other equally hard material (the material used must offer a nonskid surface). The floors must be installed in such a manner as to alleviate uneven surfaces that could cause personnel to stumble or trip. The floors must be elevated a minimum of 10 cm above the ground and capable of supporting 250 kg per square meter.

(5) Entrances/Exits: Each tent shall be equipped with at least two (2) lockable entrance/exit doorways. These doorways shall be constructed of wood, metal or plexiglass (no glass). The doors shall be a minimum of 100 cm wide and 210 cm high. (The Contractor will furnish the COR with a minimum of two keys per door.)

(6) Partitions/Dividers: Shall be made of canvas and/or other suitable fire resistant material. They must be a minimum of 2.40 meters in height and 3 meters long (unless otherwise specified).

(7) Lighting: Each tent shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm off the floor (subject to be measured at any place within the tent).

(8) Electrical Installations: A JP54 or equivalent fuse box shall be installed in each tent. The box shall be equipped with at least one connector to accommodate a single 38OV/16AMP male plug, CEE NORM. All wiring within the tent will originate from this fuse box and all circuits shall be properly fused. The specified quantities of electrical outlets, 22OV/16AMP, wires on floors shall be installed within the tent. The location of the outlets shall be coordinated with the COR. The Government will provide the required electrical power and will be responsible for the cables and connections from the Contractor's fuse box to the government furnished power source.

(9) Furniture: The specified number of tables and benches, capable of seating (6) six adults shall be provided. The Contractor shall place the furniture in the tent at the locations determined by the COR.

(10) The Contractor shall have ___*_____ each, designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. These persons shall be qualified to perform emergency tent maintenance.

(b) TENTS - WINTERIZED

(1) The services to be rendered consist of the rental, erection, dismantling and maintenance of all tentage and associated equipment.

(2) The Contractor shall provide _____*_____ square meters tentage to be erected at the site(s) and in the configurations as stated in the contract schedule and the plot plans provided.

(3) The tentage shall be constructed of PVC or polyester coated fire resistant canvas. In addition to the tentage, an exterior wall shall be constructed to enclose each tent to the height of the tent eaves. The exterior wall is to be constructed of wood that has a minimum thickness of 20 mm, or hard plastic/fiberglass that has a minimum thickness of 3 mm, or aluminum material which has a minimum thickness of .75 mm. The Contractor must ensure that all tent flaps and openings are adequately secured so as to prevent wind and/or snow from entering the tent.

(4) Floors: Unless otherwise specified the entire usable space within the tent must be covered with floors that are constructed of wood or other equally hard material (the material used must offer a nonskid surface). The floors must be installed in such a manner as to alleviate uneven surfaces that could cause personnel to stumble or trip. The floors must be elevated a minimum of 10 cm above the ground and capable of supporting 250 kg per square meter.

(5) Entrances/Exits: Each tent shall be equipped with at least two (2) lockable entrance/exit doorways. These doorways shall be constructed of wood, metal or plexiglass (no glass). The doors shall be a minimum of l00 cm wide and 210 cm high. (The Contractor will furnish the COR with a minimum of two keys per door.)

(6) Partitions/Dividers: Shall be made of canvas and/or other suitable fire resistant material. They must be a minimum of 2.40 meters in height and 3 meters long (unless otherwise specified).

(7) Heating: The Contractor must furnish sufficient forced air, fuel operated heaters capable of maintaining a minimum temperature of ___*____ C (+/-3 degrees C). Each heater will be installed on an appropriate drip pan. When partitions/dividers are installed the Contractor must ensure that adequate heaters are provided to heat each area. The heater installations shall be in accordance with the applicable with commercial standards for safety. Heaters are to be installed on the outside of the tents with heating ducts leading into the tents properly insulated. Fuel tanks: The Contractor shall furnish at least one 150 liter fuel tank per installed heater. The tank must be clean and fully operational at time of delivery. In addition, the Contractor will be responsible for the maintenance of the fuel tanks. The fuel tank installations shall be in accordance with the applicable VDE and Trade Union safety standards. The tanks must be installed on the outside of the tents.

(8) Fuel: After initial testing and set up of heaters, the Government will provide fuel oil as required during the performance of the contract.

(9) Lighting: Each tent shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm off the floor (subject to be measured at any place within the tent)

(10) Electrical Installations: A JP54 or equivalent fuse box will be installed in each tent. The box will be equipped with at least one connector to accommodate a single 38OV/16Amp male plug, CEE NORM. All wiring within the tent will originate from this fuse box and all circuits will be properly fused. The specified quantities of electrical outlets, 22OV/16Amp, wires will be installed within the tent. The location of the outlets will be coordinated with the COR. The Government will provide the required electrical power and will be responsible for the cables and connections from the Contractors' fuse box to the government furnished power source.

(11) Furniture: The specified number of tables and benches, capable of seating six (6) adults will be provided. The Contractor will place the furniture in the tent at the locations determined by the COR.

(12) The Contractor shall have __*___ each, designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. These persons shall be qualified to perform both emergency tent and heater maintenance.

(13) The US Government will provide:**

(i) Fuel upon completion of the erection of each tent.
(ii) The equipment and labor for snow removal (on top and in the vicinity) of each tent shall be the responsibility of the Government.

** Note to requiring activity - the Government should only commit itself to the furnishing of fuel when it is certain it can do so with proper additives to prevent freezing. This has been a problem in the past.

EXAMPLE OF GENERAL PRICING FORMAT FOR TENTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Tents				
xxxx	Erection/Installation	Each	____	$_____	$_____
xxxx	Rental and Maintenance	Month	____	$_____	$_____
xxxx	Dismantling and Removal	Each	____	$_____	$_____

7. SHOWER TRAILER & RELATED SERVICES

(a) SHOWER TRAILER with US Government-Furnished Utilities/Cleaning

The services to be rendered consist of the rental, installation, maintenance, cleaning (as specified) of the shower units and associated equipment and the removal of all Contractor furnished equipment upon completion of the rental period.

(1) The Contractors shall provide _*___ each trailer/s. The shower trailer/s are to be delivered and installed at the site(s) and in the configuration/s as stated in the contract schedule and the attached plot plans.

(2) The shower trailer/s shall be constructed in such a manner as to meet, or exceed, the applicable VDE and trade standards.

(3) The Contractor shall furnish the required hoses and power cables to connect the shower trailer/s to government provided utilities, i.e. water, electrical, and sewage. (In situations where the-hookup for government utilities exceeds 20 meters in distance, that distance must be specified in the requirement).
(4) The shower trailer/s shall meet or exceed the following minimum specifications:

(i) Size
6 meters in length
2.4 meters in width
2.4 meters in height

(ii) Shower Configuration: Shower room with a minimum six (6) shower heads. Dressing room with a minimum of four (4) wash basins equipped with hot and cold water faucets, four (4) mirrors and shelves, four (4) electrical outlets, and twelve (12) clothes hanging pegs/hooks.

(iii) Heaters: Electrical, constant controlled and adequate to maintain + or - 3 degrees.

(iv) Fan: Electrical, adequate size to ventilate the enclosure.

(v) Hot Water System: Electrical adequate to sustain a mixed water temperature of 450 degrees C + or - 3 degrees for a continuous period of 40 minutes or 20 individual showers prior to requiring a recycling. The hot water storage tank shall be a minimum of 400 liters and have a control system

that will prevent scalding. The hot water system shall be able to provide a water flow rate to each shower head of 18 GPM.

(vi) Lighting: Each trailer shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm above the floor.

(vii) Electrical Installation: Each trailer shall be equipped with a fuse box, with each-circuit within the trailer being appropriately fused to meet the applicable VDE standards. All electrical wiring within the trailer will originate from this fuse box. All outlets will be wired with an appropriate ground to ensure that personnel are not endangered by electrical shock.

(viii) Floors: All floors within the shower room shall be covered with a non-skid surface and/or aerated matting.

(5) The Contractor shall have __*__ each designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. They shall also be qualified to perform all types of shower trailer maintenance.

(6) The US Government will provide:

(i) Utilities with the completion of the installation of each shower trailer.
(ii) Cleaning of the shower trailer/s including the removal of trash, sweeping, mopping, cleaning of wash basins and shower stalls, and spot cleaning of interior/exterior of shower trailer/s. The Contractor shall ensure that the trailer/s are delivered clean and disinfected and the US Government shall return the trailer/s in the same condition.

(iii) The equipment and labor for snow removal (on top and in the vicinity) for each shower unit shall be the responsibility of the US Government.

(b) SHOWER TRAILER with Contractor-Furnished Utilities and Cleaning

The services to be rendered consist of the rental, installation, maintenance, cleaning (as specified) of the shower trailer/s and associated equipment; to include the removal of all Contractor furnished equipment upon completion of the rental period.

(1) The Contractor shall provide __*__ each shower trailer/s. The shower trailer/s are to be delivered and installed at the site(s) and in the configuration/s as stated in the contract schedule and the attached plot plans.

(2) The shower trailer/s shall be constructed in such a manner as to meet, or exceed, the applicable VDE and trade standards.

(3) The Contractor shall furnish all utilities to include, electricity, water and waste water disposal. Waste water shall be disposed of in accordance with the Host Nation Government ecology rules, regulations and laws.

(4) The shower trailer/s shall meet or exceed the following minimum specifications:

(i) Size (inside dimensions)
6 meters in length
2.4 meters in width
2.4 meters in height

(ii) Shower Configuration: Shower room with a minimum six (6) shower heads. Dressing room with minimum of four (4) wash basins equipped with hot and cold water faucets, four (4) mirrors and shelves, four (4) electrical outlets, and twelve (12) clothes hanging pegs/hooks.

(iii) Heaters: Electrical, constant controlled and adequate to maintain + or - 3 degrees.

(iv) Fan: Electrical, adequate size to ventilate the enclosure.

(v) Hot Water System: Electrical, adequate to sustain a mixed water temperature of 450C + or - 3 degrees for a continuous period of 40 minutes or 20 individual showers prior to requiring a recycling. The hot water storage tank shall be a minimum of 400 liters and have a control system that will prevent scalding. The hot water system shall be able to provide a water f low rate to each shower head of 18 GPM.

(vi) Lighting: Each trailer shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm above the floor.

(vii) Electrical Installation: Each trailer will be equipped with a fuse box, with each circuit within the trailer being appropriately fused to meet the applicable VDE standards. All electrical wiring within the trailer will originate from this fuse box. All outlets will be wired with an appropriate ground to ensure that personnel are not endangered by electrical shock.

(viii) Floors: All floors within the shower room will be covered with a non-skid surface and/or aerated matting.

(ix) Cleaning Services: Cleaning services shall be provided by the Contractor. Cleaning of the shower trailer/s shall include the removal of trash, sweeping, mopping, cleaning of wash basins and shower stalls, and spot cleaning of interior/exterior of the shower trailer. The Contractor shall ensure that the shower trailer/s are delivered clean and disinfected.

(x) The Contractor shall have _*__ each designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. They shall also be qualified to perform all types of shower trailer maintenance.

(xi) The US Government will provide: The equipment and labor for snow removal (on top and in the vicinity) for each shower unit shall be the responsibility of the Government.

EXAMPLE OF GENERAL PRICING FORMAT FOR SHOWER TRAILER/S:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Shower Trailer	Each/Month	_____	$ _____	$ _____
xxxx	Set-up/Distribution	Each	_____	$_____	$ _____
xxxx	Daily Cleaning	Each	_____	$ _____	$ _____
xxxx	On-Call Servicing	Each	_____	$ _____	$ _____
xxxx	Connection of Utilities	Each	_____	$ _____	$ _____
xxxx	Relocation of Trailers	Each	_____	$ _____	$ _____

8. REFUSE COLLECTION SERVICES

(a) TRASH, GARBAGE & WASTE COLLECTION (Specifications)

(1) The services to be rendered consist of the providing of refuse containers to be located at specified sites, the emptying of said containers and the proper disposal of the trash, garbage and waste.

(2) CATEGORIES OF REFUSE: The Contractor shall be responsible for handling various categories of refuse as described below:

(i) Regular Trash: All solid waste material, with the exception of those types listed in (i) through (vii) below:

- Typical size of containers: 1, 5, 10, 16, 20 or 24 cubic meters (cbm)
- Frequency of servicing (emptying): To be determined requiring activity.

(ii) Edible Garbage: All food waste that is generated by food service facilities.

- Typical size containers: 200 liters, 1, 5 or 10 cbm.
- Frequency of servicing: Daily emptying is mandatory.

(iii) POL Waste: Oils, antifreeze, brake fluid and any other vehicle related liquids.

- Typical size of containers: 500 or 1000 liters
- Frequency of servicing: To be determined by the requiring activity.

(v) Contaminated Soil: Dirt removed from around oil tanks or soil that has been contaminated by the accidental spillage of POL and/or chemical agents.

- Typical size containers: 10, 20, or 24 cbm
- Frequency of servicing: To be determined by the requiring activity.

(vi) Medical Waste: Solid waste generated by medical laboratory facilities which requires controlled disposal.

- Typical size containers: 200 liters, I or 5 cbm
- Frequency of servicing: Daily emptying is mandatory.

(vii) Liquid waste: Chemical agents and liquids generated by X-ray laboratories.

- Typical size tanks: 400 or 1000 liters
- Frequency of servicing: To be determined by the requiring activity.

(3) The Contractor shall provide all labor, material, transportation and equipment required for the delivery, installation, removal of trash and the pickup of the containers at the end of the rental period. In addition the Contractor is fully responsible for obtaining and holding current permits with approved dumping and disposal points. (Unless Government disposal points are specifically identified in the contract schedule)

(4) The emptying of each container includes the complete removal of all refuse from the container and the removal of all bagged refuse at the container location. In addition the Contractor is responsible for cleaning up all refuse that is spilled during the servicing/emptying process.

(5) The Contractor must implement a quality assurance program that will ensure that his work and the work performance by his employees is accomplished in such a manner that conforms with applicable standards of the trade and is in compliance with local and federal host nation ecology laws and directives. The Contractor must obtain and hold current all necessary approvals and permits for the lawful performance of the prescribed services. In addition, the Contractor must obtain the necessary permits for the operation of his service and disposal vehicles on Saturdays, Sundays and holidays.

(6) All refuse containers will be delivered, installed, and ready for use no later than 08:00 hours on the first day of the specified rental period.

(7) When on-call servicing/emptying of refuse containers and/or relocation of refuse containers are specified in the contract, the Contractor must perform the required services as specified below:

(i) When the Contractor is notified prior to 12:00 hours the work must be accomplished on the same date.

(ii) When the Contractor is notified after 12:00 hours, the work must be accomplished no later than 10:00 hours on the following date.

EXAMPLE OF GENERAL PRICING FORMAT FOR REFUSE COLLECTION:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Refuse Container	Each/Month	____	$ _____	$_____
xxxx	Set-up/Distribution	Each	____	$ _____	$_____
xxxx	Emptying of Containers	Each/Day	____	$ _____	$_____
xxxx	On-Call Servicing	Each	____	$ _____	$_____
xxxx	Relocations	Each	____	$ _____	$_____

9. LAUNDRY AND DRY-CLEANING

(a) LAUNDRY & DRY-CLEANING (Specifications)

The services to be rendered consist of complying with the Scope of Work below and providing Quality Control, Inspection of Services and maintaining the Hours of Operation as delineated in (1) through (4).

(1) SCOPE OF WORK: The Contractor shall furnish all management, labor, transportation, pickup and delivery service, housekeeping and facility operation in accordance with the terms and conditions of this contract. This contract includes all laundry, dry cleaning, and all other tasks and responsibilities deemed necessary and spelled out in this contract. The Contractor shall receive, account for, process, and return all organizational and individual items tendered for cleaning. Technical Exhibit XX--Workload Estimate lists the estimated quantities of work (as a SAMPLE).

(2) QUALITY CONTROL: The Contractor is responsible for establishing and having an active quality control plan.

(3) INSPECTION OF SERVICES:

(i) Inspection Service: The Contractor shall provide and maintain an inspection system that must be accepted by the government covering the services under this contract.

(ii) Inspection and Testing: The Government has the right to inspect and test all the services called for by the contract, to the extent practicable, at all times and places during the term of the contract.

(iii) Nonconformance with Contract Requirements: If any of the services do not conform to the contract requirements, the government may require the Contractor to re-perform the services in conformity with the contract requirements, at no additional expense to the government.

(4) HOURS OF OPERATION: The Contractor shall maintain the following customer service hours: Drop-offs will be in the ____*____ Hotel Lobby before 0900 Mondays and Thursdays. Contractor will deliver clean laundry by 1800 Mondays and Thursdays.

(b) DEFINITIONS

The Contractor will be familiar with and understand the following definitions:

(1) Clean: Finished articles are dry and free of visible soil, lint and objectionable odor. Spots and stains are removed where practical to do so without damaging the fabric.

(2) Contracting Officer Representative (COR): an individual appointed in writing by the Contracting Officer to perform expressed contract administration functions.

(3) Dry Cleaning: Dry cleaning involves the immersion of garments in dry cleaning solvents and cleaning them by use of mechanical action and soaps or synthetic detergents. Dry cleaning removes some soluble and some insoluble soils and dissolves grease stains through the combined actions of dry cleaning solvents, mechanical action, soaps, synthetic detergents, and other cleaning aids.

TYPES OF DRY CLEANING

- Small - an item requiring the approximate time, effort, and cost to process as a sleeveless sweater and /or blouse.
- Medium- an item requiring the approximate time, effort, and cost to process as a pair of trousers and /or jacket.
- Large - an item requiring the approximate time, effort, and cost to process as a coat and or overcoat.

(4) Laundering: The process by which soiled fabric items are cleaned and treated. The term includes cleaning by mechanical action and by hand in appropriate temperature water solutions of detergents and other additives.

TYPES OF LAUNDRY

- Small - an item requiring the approximate time, effort, and cost to process as a pillowcase or wrapper.
- Medium- an item requiring the approximate time, effort, and cost to process as a sheet or bedspread.
- Large - an item requiring the approximate time, effort, and cost to process as a sleeping bag.

(5) Packaging: The process by which clean garments or other items are placed on hangers and placed in protective paper or plastic film bags. Small items of clothing and other clothing which are not customarily placed on hangers shall be wrapped in protective poly-wrap in accordance with commercial or local practice.

(6) Pressing: Pressing is the process for insertion of required crease and removal of undesirable wrinkles from clean garments or items.

(c) SPECIFIC TASKS. The Contractor will provide for and comply with the following Specific Tasks:

(1) Services Provided: The Contractor shall provide services to individuals and organizations of _____*_____ at _____*_____. Services shall be provided in accordance with the terms and conditions of this contract. The Contractor shall process and finish all clothing and other items in accordance with the requirements contained in the workload data in Technical Exhibit XX. (See Sample)

(2) Workmanship and Sanitation: Delivered articles shall conform to the generally accepted industry and local standards of quality, cleanliness, finish, appearance, and packaging. The items shall not only be clean in the sense of being free from soil and stains, but also free from bacteria, fungi and micro-organisms, including pathogens and disease producing organisms. All work performed shall be done under sanitary conditions. The contract facility shall be open to inspection of

conditions at any time by a representative of the US government, and the government reserves the right to perform or cause to have performed any test necessary to determine the sanitary condition of the articles delivered by the Contractor.

(3) Classification of Items: Clothing or linen articles received by the Contractor shall be individually inspected for condition of serviceability and classified as to the type of service required.

(4) Re-performance: Any items found to have been unsatisfactorily cleaned shall be re-cleaned by the Contractor at no additional cost to the government.

(5) Repair: The Contractor shall repair, at his expense, all damages to individual garments which occur while in the custody of the Contractor, to include rips, tears, holes, open seams, and replacement of buttons and repair or replacement of zippers.

(6) Organizational Bulk Items: Organizational items shall be returned in bulk unless another method is specified. Items shall be counted from baskets into waiting vehicles or across the counter to the customer.

(7) Linen Exchange Activity: The Contractor shall operate a linen exchange activity. The Contractor is responsible for receiving, collecting, exchanging, and distributing linen exchange articles to and from organizations, activities, or authorized individuals and accomplishing the tasks below:

(1) Receive, collect, exchange and distribute linen exchange articles to and from organizations, activities, or authorized individuals.

(2) Verify count or weight of items received against receiving and shipping documents.

(3) Store items in storeroom and linen exchange points.

(4) Keep items properly segregated to comply with local safety, fire prevention and other storage regulation.

(8) Stockage Inventory System: The Contractor shall establish a stockage inventory system to track all incoming and outgoing linen. The Contractor shall perform a search for missing items in order to reconcile inventory with stock records.

(9) Exchange Items: Items that have been identified for direct exchange shall be exchanged for like items at time of turn-in. Items that are not direct exchange shall be identified separately and processed to be ready for pickup by the customer within a 72-hour period. Sheets, pillowcases, mattress pads, mattress covers, towels and blankets received from organizations may be intermingled (except for medical, if applicable) and processed for reissue to any organization or individual.

(10) Pick-up & Delivery Service: The Contractor shall provide pickup and delivery service. This service shall include loading, unloading, segregating, transporting, counting and obtaining necessary documentation for items picked up or delivered.

(11) The Contractor shall provide his own vehicles and they shall be maintained in safe operating condition at all times.

(12) Weighing/Counting of Articles: Weighing/counting of articles, including the laundry bag, shall be done by government personnel prior to pickup. The laundry that the Contractor picks up may be dirty/wet. The Contractor shall verify weight or count and sign a pickup ticket for the items being picked up. Such a signature constitutes an agreement to the government's weight/count unless a specific exception is noted on the ticket.

(13) Verification: The Contractor shall record the number of pounds/pieces delivered on the delivery ticket and the government rep will verify the amount. The Contractor must provide a list for items not delivered on scheduled.

SAMPLE

TECHNICAL EXHIBIT XX
LAUNDRY & DRY CLEANING
WORKLOAD ESTIMATES

ITEM	ESTIMATED QUANTITY-(PER DROP OFF)	PRICE
BDU TROUSERS	250	$3.08
BDU JACKET	250	$3.08
FLIGHT SUIT	50	$3.08
T-SHIRT	1000	$1.92
UNDERWEAR (MALE/FEMALE)	1050	$ .88
SOCKS (PAIR)	1000	$ .88
TOWEL (HAND OR BATH)	100	$1.15

RECOVERY RATES FOR LOST OR DAMAGED ITEMS WILL BE PER LOCAL MARKET CONDITIONS FOR _____*_____. THIS IS __*_% OF PURCHASE PRICE.

ITEM	PURCHASE PRICE (NEW)	RECOVERY PRICE
BDU TROUSERS	$35	$
BDU JACKET	$33	$
FLIGHT SUIT	$50	$
T-SHIRT	$2	$
UNDERWEAR (MALE)	$2	$
UNDERWEAR (FEMALE)	$5	$
BRA	$5	$
SOCKS (PAIR)	$2	$
TOWEL (HAND OR BATH)	*$2*	$

EXAMPLE OF GENERAL PRICING FORMAT FOR LAUNDRY & DRY-CLEANING:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	See above item list for various military clothing items	_____	_____	$_____	$_____
xxxx	Same as above	_____	_____	$_____	$_____
xxxx	Same as above	_____	_____	$_____	$_____

10. FORKLIFTS

(a) FORKLIFT (Specifications): The services to be rendered consist of rental, delivery, maintenance and removal of a specified type and size of forklift(s).

(1) Contractor shall provide forklift(s) for the stated rental period which will be of a commercial type that is equipped for outdoor use. The lifts must have the capability of lifting the specified weight (Kilos), to a minimum of 2.5 meters in height. In addition the equipment shall be capable of maintaining stability on a 6% incline, while handling a load of the specified amount.

(2) At the time of delivery the forklifts shall be in a sound mechanical condition free of all known defects, ready for immediate use. The equipment must meet all the applicable VDE and Trade Union requirements for safe operations.

(3) In addition to the above, the forklifts will be equipped with the following:

(i) Gas/diesel powered engine
(ii) Self-sustained electrical system to include an electric starter
(iii) Pneumatic tires (snow chains to be provided during winter months)
(iv) Spark proof exhaust system
(v) Front and rear lights that will facilitate on-road operations during periods of darkness.
(vi) Driver protection roll bar
(vii) Adjustable forks
(viii) Warning device (automatically activated when the lift is placed in reverse gear)

(4) The Contractor shall furnish all the transportation, labor, material and supervision required for the delivery, operational test, repair and maintenance and removal of the equipment at the end of the rental period. In addition the Contractor shall furnish all POL products, (with the exception of fuel). This is to include distilled water for batteries.

(5) The Contractor shall provide a point of contact for "on call, maintenance and/or replacement of equipment. The point of contact must be available from 08:00 to 20:00 hours to include Saturdays, Sundays and all local and American holidays. The Contractor shall provide all the labor, material and supervision required to keep the equipment in a serviceable and safe operating condition. Repair and maintenance may be performed on site, subject to coordination with the COR. If a forklift becomes inoperable due to the need for repair and/or maintenance, the Contractor will be notified immediately. The Contractor must respond, within six (6) hours after notification, to perform the repair and maintenance services. If repair and maintenance services cannot be performed within the same day, the Contractor shall furnish a replacement unit. Equipment that remains inoperable for more than a 12 hour period will be considered not available for use and rental fees will cease until the equipment is repaired to a fully operational condition or replaced with a serviceable unit. The pick-up and removal of inoperable equipment will be accomplished at.-Contractor expense.

(b) FORKLIFTS—ACCEPTANCE & RETURN

(1) Acceptance for forklifts by the Government: At the time the forklifts are delivered to the Government, the Contractor shall issue in duplicate a document, written in English, for each fork-lift, which provides the user a means to annotate the conditions of the equipment. In addition, general operating instructions, to include the refueling procedures, how to check and add oil, proper operating techniques and preventive maintenance procedures will be provided by the Contractor. The Contractor and the COR will jointly inspect the equipment for completeness and will list all damage (such as, but not limited to, scratches, dents, etc.) on the document. The document must be signed and dated by both the COR and the Contractor as acknowledgment that the forklift was received by the Government in the condition described/ annotated. A copy of the document shall be retained by the Contractor and the COR for use during the joint inspection that must again be conducted at the end of the rental period.

(2) Return of forklifts to Contractor: Upon expiration of rental period, forklifts will be returned to the Contractor, clean and complete with all accessories. Utilizing the document, a joint inspection will be conducted and all discrepancies will be noted. Both the COR and the Contractor, or his authorized representative must sign the document to acknowledge the return of the equipment in the described condition. Reasonable wear and tear, as well as damages which are not annotated on the turn-in document shall not be considered as valid if the Contractor later submits a claim against the Government.

EXAMPLE OF GENERAL PRICING FORMAT FOR FORKLIFTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	FORKLIFT 3 TON	EACH	____	$_____	$_____

11. FORCE PROTECTION

(a) During an OOTW support event, the HS Contractor may be requested to provide force protection in non-hostile environments. Support required may include, but not limited to, security personnel, escorting (sea and land), barriers, fencing, lighting, or equipment.

(b) If there is a requirement for force protection, a specification or statement of work will be provided to the HS Contractor for pricing prior the receiving an order from an authorized Contracting Officer.

12. LOGISTICS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide logistics support. Support may include, but not limited to, assistance with customs and air, ground, or rail transportation for pre-deployment and site surveys in remote areas.
(b) If there is a requirement for logistics support, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

13. SUPPLIES

(a) During an OOTW support event, the HS Contractor may be requested to provide various types of supplies when not readily available from the U.S. Government supply system. General supplies are classified as follows:

Class I – Food, Rations, and Water (e.g., bottled water, ice, reefers, etc.)
Class II – Clothing (e.g., foul weather gear, poncho liners, boots, etc.)
Class III – Petroleum, Oils, and Lubricants
Class IV – Construction Material (e.g., lumber, gravel, barriers, haul assets, yellow gear, fasteners, concrete mix, etc.)
Class VI – Personal Items (e.g., parts for commercial vehicles, camp equipment, air conditioners, cell phones, computers and peripheral equipment, coffee makers, microwave ovens, etc.)
Class VIII – Medical Supplies (e.g., medicines, medical supplies, veterinary medicines)
Class IX – Repair Parts
Class X – Miscellaneous Supplies

(b) If there is a requirement for supplies, the bill of materials or specifications will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

14. REPAIR SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide repair services. Services may include, but not limited to, repair of generators, light suites, environmental control units, vehicles (e.g., commercial trucks and cars) and material handling equipment (MHE).

(b) If there is a requirement for repair services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

15. CAMP AND FIELD HABITABILITY SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide camp and field habitability services. Services may include, but not limited to, rental of toilet/bathing facilities, berthing trailers, rental of pre-existing hard structure buildings or hotel rooms, garbage collection services, potable water, vehicle rental, laundry services, cell phones, fuel, food service, power generation/distribution, pest extermination services, plumbing services, and administrative support.

(b) If there is a requirement for habitability services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

16. TRANSPORTATION SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide transportation services. Services may include, but not limited to, providing vehicles/trucks/buses (with and without drivers), tactical level transportation (air, ground, rail, and sea) in remote areas when military transportation isn't available, and express delivery services (e.g., DHL, FEDEX, etc.).

(b) If there is a requirement for transportation services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

17. INFORMATION OPERATION/SYSTEMS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide information operation/systems support.

(b) If there is a requirement for information operation/systems services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

18. MORTUARY AFFAIRS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide mortuary affairs support.

(b) If there is a requirement for mortuary affairs support services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

19. CULTURAL AWARENESS TRAINING

(a) During an OOTW support event, the HS Contractor may be requested to arrange cultural awareness training.

(b) If there is a requirement for cultural awareness training, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

20. DIETICIAN SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide dietician support.

(b) If there is a requirement for dietician support, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

21. COMMUNICATIONS

(a) During an OOTW support event, the HS Contractor may be requested to provide communications services. Services may include, but not limited to, providing cell phones, satellite phones, internet connectivity, calling cards, land lines, and Wi-Fi services.

(b) If there is a requirement for communications services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

22. TRANSLATION SERVICES

(a) During an OOTWsupport event, the HS Contractor may be requested to provide translation services.

(b) If there is a requirement for translation services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

23. MORALE, WELFARE, AND RECREATION (MWR) SERVICES

(a) In the absence of an existing U.S. Government authorized Information, Ticket and Tours (ITT) contract, during an OOTW support event, the HS Contractor may be requested to provide MWR services. Services may include, but not limited to, providing arranging trips, tours and hotel accommodations.

(b) If there is a requirement MWR services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

Attachment 10 - QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Husbanding Services
Western Pacific & Indian Ocean Regional Contracts

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance-based Performance Work Statement (PWS). This performance-based plan sets forth the procedures and guidelines the U.S. Fleet & Industrial Supply Center, and its detachments will use to monitor contractor's performance, evaluating port visit cost reporting, non-priced item pricing performance, and ship's overall satisfaction with the of the husbanding service contractor's port visit services.

1.1 PURPOSE

1.1.1. The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the port visit cost reporting requirements, adhering to the non-priced item pricing performance standards, and meeting the ship's task order requirements as identified in the PWS.

1.1.2 This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

2.0 PERFORMANCE MANAGEMENT APPROACH

2.1 The performance-based PWS structures the acquisition around "what" service is required as opposed to "how" the contractor should perform the work. This QASP will define the performance management approach taken by the Contracting Officer to monitor, manage, and take appropriate action on the contractor's performance against expected outcomes or performance objectives communicated in the PWS. Performance management rests upon developing a capability to review and analyze information generated through performance metrics. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management. The data generated in a performance management approach provides information that indicates whether or not expected outcomes for required services are being achieved adequately by the contractor.

2.2 Performance management also represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether or not outcomes are being achieved and migrates away from scrutiny on compliance with the processes and practices used to achieve the outcome. The only exceptions to process reviews are those required by law and compelling business situations

such as safety and health. An outcome focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved at the desired levels of performance.

3.0 PERFORMANCE MANAGEMENT STRATEGY

3.1 The contractor will develop and utilize staffing and procedures, for use on a continuous basis, for self inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS.

3.2 The Contracting Officer will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The Government will make decisions based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

4.0 ROLES AND RESPONSIBILITIES

4.1. Procuring Contracting Officer (PCO). The PCO is the individual who performs preaward functions and awards or executes a contract. The PCO will retain post award functions. Accordingly, the PCO performs assigned post award functions related to the administration of the contract. Ensures performance of all necessary actions for effective contracting, monitors compliance with the terms of the contract, and safeguards the interests of the Government. The PCO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

4.2. Contracting Officer Representative (COR). The Government personnel who perform quality assurance functions for a contracted service.

- Provide technical assistance to the contracting office
- Provide functional continuity and stability
- Maintain proficiency in contract surveillance procedures
- Perform surveillance in accordance with the surveillance plan and provide documentation of surveillance observations to the PCO, as required
- Notify the PCO of any significant performance deficiencies
- Prepare input to the Contractor Performance Assessment Reporting System (CPARS)

4.3 Ordering Officers (e.g., Ship SUPPO) are responsible to

- Issue the orders in accordance with the terms and conditions
- Monitor, assess, and communicate the performance of the contractor. Government surveillance may occur under authority of the Inspection/Acceptance paragraph of clause 52.212-4, Contract Terms and Conditions – Commercial Items, for any supply or service relating to the contract.

5. PERFORMANCE OBJECTIVES AND METHOD OF SURVEILLENCE

The contractor shall provide husbanding service support in accordance with the PWS. While the contractor is fully expected to comply with all requirements in the PWS, the government's assessment of contractor performance will focus mainly on the performance objectives that are also listed in the Attachment 10a. QASP Matrix. The level of the acceptance for each objective is also established

5.1. Performance Objective #1:

Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 schedules provided as part of the RFP. The On-line Pricing Application Tool may be utilized for the creation of the estimate.

Method of surveillance: E-mail received from the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided.

Level of acceptance:

- On time 100%

- Up to 2 working days late, but before ship's arrival 80%

- 3-4 working days late, but before ship's arrival 60%

- Over 4 working days late but before ship's arrival 40%

- None before ship's arrival 0%

5.2. Performance Objective #2:

Submit final LogSSR within seven (7) days of each ship's departure (includes entering data into LogSSR and submitting all supporting documentation).

Method of surveillance: Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.

Level of acceptance:

- Within 7 calendar days after ship's departure 100%

- Within 08-14 calendar days after ship's departure 80%

- Within 15-30 calendar days after ship's departure 50%

- Over 30 calendar days after ship's departure 0%

5.3. Performance Objective #3:

LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages).

Method of surveillance: Compare the LogSSR data and PVCR/invoice data.

Level of acceptance:

- No errors 100%

- 1 error 80%

- 2 errors 60%

- 3 errors 40%

- Over 3 errors 0%

5.4. Performance Objective #4:

In Port Pricing. The HSP shall maintain the online pricing application's 'real-time' pricing capability and update non-priced item pricing and ordering data during the actual performance period the ship is in port. The HSP shall continue to input documentation into the application during the entire port visit.

The HSP shall update this report at least once per day of performance between the hours of 0700 and 2300, if applicable, while ship is in port until the completion of the ship's visit.

Method of surveillance: check the on-line pricing tool during the ship's visit and after the ship's departure to verify that the contractor updates the On-line Pricing Application with the additional requirements and for the non-priced item the procedure established has been followed.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

5.5 Performance Objective #5

Final Price Report. A Final Price Report must be reported in On-line Pricing Application Tool and itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 within forty eight (48 hours) after a ship leaves port. The HSP shall include all paid and unpaid invoices to the report.

Any changes to final prices paid shall be updated within the On-line Pricing application within one (1) calendar day of the change.

Method of surveillance: periodic checks of the On-line Pricing Application during port visits and forty eight (48 hours) after a ship leaves port.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

5.6 Performance Objective #6:

Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.

Method of surveillance: After each ship visit, the ship submits a port visit cost report indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

6.0 METHODOLOGIES TO MONITOR PERFORMANCE

6.1 In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate contractor performance. The Contracting Officer will use the On-line Pricing Application, the LogSSR and any input from the requiring activity as sources of comments on the contractor's performance.

6.2 The ships always have the option to communicate complaints to the Contracting Officer as opposed to the contractor. The complaints can be submitted during or after the visit; however the primary document that reports the complaints is the Port Visit Cost Report (PVCR). The Contracting Officer will accept the ships complaints and will investigate.

7.0 QUALITY ASSURANCE REPORTING

7.1. Within 30 days following the end of each quarter, the COR/PCO will prepare a report that shows the level of acceptance for each performance objective reached throughout the quarter. An overall average of the performance area objective area scores will be tracked for each port visit and for all port visits within the quarter. 80% is the overall goal for performance in each of these areas.

8.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

8.1 The Government shall use the observation methods cited to determine whether the AQLs have been met. The Government will evaluate the results which then may be translated into the specific negative incentives should performance not meet the AQL (for failure performance, see paragraph 9.0)

8.2 The PCO may require the contractor's project manager, or a designated alternate, to meet with the Government personnel as deemed necessary to discuss performance evaluation. The PCO will define a frequency of in-depth reviews with the contractor. However, if the need arises, the contractor will meet with the PCO as often as required or per the contractor's request. The agenda of the reviews may discuss:

- Performance measured by the metrics and trends
- Issues and concerns of both parties
- Recommendations made by the KO based on contractor information
- Issues arising from independent reviews and inspections

8.3 The PCO and contractor should jointly formulate tactical and long–term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the PCO.

9.0. FAILURE TO PERFORM

9.1 The contractor may be contacted for consideration, may receive negative past performance ratings or may be terminated based on failure to perform.

Consideration: The KO will negotiate consideration in instances where the HSP fails to meet performance requirements.

Negative Past Performance Ratings: The COR may submit negative performance information into the Contractor Performance Assessment Reporting System (CPARS).

Termination. If the KO determines that the contractor has failed to perform to the extent that a termination for cause is justified, the KO shall issue a notice of termination, consistent with FAR Part 12.

LIST OF ATTACHMENTS

Attachment 10a. QASP Matrix

Attachment 10a: QASP Matrix

Attachment 4a	Required Service	Levels

Required Service	Performance Standards	Method Of Surveillance	Goals
Timely submission of estimates within 48 hours after receipt of the order.	Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2. The On-line Pricing Application Tool may be utilized for the creation of the estimate.	E-mail received by the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided..	- On time 100% - Up to 2 working days late, but before ship's arrival 80% - 3-4 working days late, but before ship's arrival 60% - Over 4 working days late but before ship's arrival 40% - None before ship's arrival 0%
LogSSR and final cost reports	Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.	LogSSR Data-base	- Within 7 calendar days after ship's departure 100% - Within 08-14 calendar days after ship's departure 80% - Within 15-30 calendar days after ship's departure 50% - Over 30 calendar days after ship's departure 0%
LogSSR report accuracy	LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages)	Compare the LogSSR data and PVCR/invoice data.	- No errors 100% - 1 error 80% - 2 errors 60% - 3 errors 40% - Over 3 errors 0%

In Port Pricing	(1) The HSP shall maintain the online pricing application's 'real-time' pricing capability and update ALL pricing and ordering data during the actual performance period the ship is in port. The HSP shall continue to scan support documentation into the application during the entire port visit. (2) The HSP shall update this report at least once per day of performance between the hours of 0700 and 2300, if relevant, while ship is in port until the completion of the ship's visit.	On-Line Pricing Application	- Satisfied 100% - Not Satisfied 0%
Final Price Report	(1) A Final Price Report must be reported in On-line Pricing Application Tool and itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 within forty eight (48 hours) after a ship leaves port. The HSP shall include all paid and unpaid invoices to the report (3) Any changes to final prices paid shall be updated within the application one (1) calendar day of the change.	Online Pricing Application	- Satisfied 100% - Not Satisfied 0%
Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.	After each ship visit, the ship submits a port visit cost report to indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.	Ship's port cost visit report, observations, complaints	- Satisfied 100% - Not Satisfied 0%

Attachment 11 - QUALITY ASSURANCE FOR PROVISIONS

September 2006

SECTION I. GENERAL REQUIREMENTS

1. **SANITARILY APPROVED SOURCES:** All subsistence items shall be from approved sources as authorized, or exempted in NAVSUPINST 4335.4F/AR 40-657/AFR 161-32/MCO P10110.31G. Name and address of processing facility shall identify any subcontracting entities utilized other than the primary contractors. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore has available approved source listings of authorized subsistence incorporated into VETCOM Circular 40-1, Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Hawaii and Pacific) and other regions maintained and published by HQ, US Army Veterinary Command, Fort Sam Houston, Texas (http://vets.amedd.army.mil/vetsvcs/approved.nsf). The U.S. Army Veterinary Representative, prior to commencing a contract/Blanket Purchase Agreement (BPA), shall inspect all required potential sources identified. Failing to pass inspection shall be grounds for not issuing a BPA and grounds for cancellation if the facility fails inspection after a BPA has commenced. This applies to all contractors and subcontractors. Documents cited here shall be provided to the contractor upon written request.

2. **DELIVERY VEHICLES:** The supplies delivered under this contract/BPA shall be transported in a sanitary enclosed/covered or open flatbed vehicle. Semiperishable items delivered in open flatbed vehicle shall be covered with a tarp to protect products from rain or foreign objects. Vehicles shall be equipped to maintain the appropriate temperature for the subsistence being delivered. Vehicles shall be maintained in a sanitary condition to prevent contamination of the food and shall be subject to inspection by the government at all reasonable times. Supplies submitted for acceptance in vehicles, which are not sanitary, may be rejected without further inspection. Concurrent transportation of bulk contained pesticides, rodenticides, petroleum products, inedible products, household chemicals, or other caustic or volatile compounds are undesirable but occasionally necessary. When a carrier jointly transports subsistence and cleaning agents or hazardous products, the cleaning agents or hazardous products shall be segregated from the subsistence to the greatest extent. Segregated to the greatest extent means that all cleaning agents or hazardous products shall be unitized, loaded completely lower and horizontally from the subsistence to the maximum distance allowed by the physical configuration of the carrier. Shrink-wrap shall be used to secure items to pallets and provide stabilization.

3. **CODE DATING:** Master-shipping boxes shall be stamped or embossed with code dates, except Fresh Fruits and Vegetables, (FF&V). Coding must represent the date of slaughter, production, pasteurization, manufacture, or expiration/pull date. Open code shall have the date, month and year or Julian date, (last number of the year with the number of days). Closed code, such as letters and numbers, shall have an accompanying letter from the manufacturer explaining the code and shelf life.

4. **PACKAGING:** Standard commercial packaging is acceptable as long as it meets the requirements set forth in this agreement, product is protected from contamination, and quality is preserved. Products shall be packaged in non-returnable commercial containers that do not exceed 55 pounds or 25 kilograms per container. The use of a plastic shrink-wrap to secure items to the pallet shall be minimized.

5. **SHELF LIFE REQUIREMENTS:** Unless otherwise specified in this agreement, products shall be delivered with not less than one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining. If the supplies delivered DO not have the minimum number of days of shelf life remaining as set forth in this agreement, the government shall have the right to reject and/or require replacement.

6. **TEMPERATURE REQUIREMENTS:** Unless otherwise specified in this agreement, all perishable products shall be delivered between 32°F-41°F (0°C-5°C) for chilled and 0°F (-18°C) or below for frozen. Temperatures shall be checked between the primary container and the outer container to reduce product damage. If a discrepancy is suspected, internal temperature shall be checked prior to rejection or acceptance of the products.

7. **REJECTED ITEM:** Any item recommended for rejection by the U.S. Army Veterinary Representative or receiving activity shall be annotated on the invoice or delivery receipt. The Contracting Officer Representative shall negotiate on price adjustment for quality or short shelf life defect as requested by receiving activity based on the U.S. Army Veterinary

Representative inspection results. Replacements shall be coordinated with the Contracting Officer Representative as requested by the receiving activity.

8. **FOREIGN ORIGIN PRODUCTS:** Foreign establishments DO not have to be Directory listed if the prepackaged finished items they produce are imported by distributors or brokers into the continental United States, Hawaii or Alaska for sale to U.S. Armed Forces. This exemption Does not apply to establishments importing food directly into the U.S. territories of American Samoa, Guam, or the Mariana Islands without entering the continental United States, Hawaii or Alaska.

9. **CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD:** See Appendix B below.

SECTION II. QUALITY ASSURANCE PROVISIONS BY ITEM

1. **DAIRY PRODUCTS:**

a. Milk products shall be from approved sources and meet the raw, pasteurized, bacteriological and chemical requirements of the United States Public Health Service (USPHS) Publication 229 (Grade A Pasteurized Milk Ordinance). Frozen deserts and novelties shall be from approved sources in accordance with applicable military or local specifications or in the absence of applicable specifications, good manufacturing practice. Bacteriological and chemical testing may be accomplished at origin or destination. The U.S. Army Veterinary Representative shall submit non-conforming results to the Contracting Officer and provide a copy furnished to the contractor with a letter of explanation. The letter shall inform the contractor that unreliable quality controls may result in suspending further deliveries in accordance with NAVSUPINST 4355.6A/AR 40-70. NAVSUPINST 4355.6/AR 40-70 sets forth the microbiological testing program and suspension procedures for dairy products.

b. Temperature on delivery: Fresh dairy products shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C). Frozen products shall be delivered at 0^{o}F (-18^{o}C) or below.

c. Cheese Related Products:

(1) Soft cheeses such, as mozzarella, natural provolone, cream cheese, and etc., shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C).

(2) Hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, etc., shall be delivered between 32^{o}F and 50^{o}F (0^{o}C and 10^{o}C).

2. **FRESH FRUITS AND VEGETABLES (FF&V): See Appendix A.**

a. All FF&V shall be freshest product available. FF&V shall have eye appeal and shall be a minimum of 90% free from quality defects and 100% free of decay or loss. The Contracting Officer Representative shall negotiate a downward price adjustment for quality defects based on the U.S. Army Veterinary Representative inspection results and confirmed by receiving activity.

b. FF&V shall be delivered in an enclosed vehicle, equipped to maintain the temperature required for the type of FF&V. Mixed loads of FF&V shall be between 35^{o}F and 55 °F (2^{o}C and 12^{o}C).

c. FF&V such as bananas that are sensitive to ethylene oxide shall not be palletized and wrapped with items that are ethylene oxide producers such as apples. Plastic wrapped around the product inside the boxes shall be removed to allow air circulation.

d. Fresh mushrooms shall not be packaged airtight. Packages that are wrapped in plastic shall have air hole cut into plastic 1/8 inch in diameter or larger.

e. FF&V such as bananas, potatoes and onions that are sensitive to chill damage shall be delivered without refrigeration or not less than 56 °F (14^{o}C). FF&V delivered in an open flatbed vehicle shall be protected with a tarp.

f. For repacked FF&V, the recycled boxes shall be clean and odorless; weigh not more than 45 pounds, (20 kilograms); labeled with the name and weight of the item on two adjacent sides of the box and legibly handwritten or printed.

3. **FROZEN MEAT AND POULTRY**

a. Unless otherwise requested, all frozen meat and poultry products must be USDA inspected or USDA certified. They must be listed in one of the following publications: "Meat and Poultry Inspection Directory", or "Directory of Sanitarily Approved Food Establishment for U.S. Armed Forces Procurement. ".

b. Temperature at delivery shall be 0°F (-18°C) or below. If the product is frozen to the point that a bimetallic thermometer cannot be pushed into the product and there does not appear to be significant surface thawing or crystallization the product shall be considered acceptable. These factors shall be considered due to the lack of proper equipment for drilling frozen item.

c. Age at delivery in the frozen state:

(1) Beef shall be delivered no more than 12 months after the date of pack.

(2) Poultry shall be delivered no more than 12 months after the date of pack.

(3) Pork shall be delivered no more than 12 months after the date of pack.

(4) Lamb and veal be delivered no more than 12 months after the date of pack.

NOTE: If the manufacture, slaughter or expiration date is stamped, not embossed on the box, the Health Certificate from origin shall be available for verification by the inspecting U.S. Army Veterinary Representative.

4. **FROZEN WATERFOODS:**

a. Temperature at delivery 0°F (-18°C) or below and shall be checked using the guidance reference previously in paragraph II.3.a.

b. Age at delivery in the frozen state:

(1) Seasonal packed items shall be delivered no more than 12 months after the date of pack.

(2) Oysters shall be delivered within 6 months of shucking/freezing.

(3) Shrimp shall be delivered within 180 days, of packaging/freezing.

c. General Guidance: All items shall be delivered in excellent condition, practically free of parasites, and show no evidence of mishandling.

5. **SHELL EGGS:**

a. Shell eggs shall be cleaned and free of damage (broken, cracked, leaker, etc.,). The U.S. Army Veterinary Representative shall recommend rejection of eggs with excessive dirt or feces.

NOTE: A small quantity of dirt is allowed on eggs delivered from plants that are only approved for unwashed eggs, small defined as having relatively little size or slight dimension.

b. Fresh shell eggs delivered directly from the farms within 48 hours of production may be delivered in unrefrigerated vehicles that are covered. The vehicles must meet all the requirements listed in Section I, par. 2. Boxes shall be marked with the date of production with the vendor's name and address.

c. Chilled fresh shell eggs that are procured from food distributors shall be delivered in refrigerated vehicles and shall be delivered within 15 days from the date of packaging. Internal temperature of eggs at delivery must be 41°F (5°C) or below.

6. **BAKERY PRODUCTS:**

a. Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined.

b. Bakery products shall be delivered within 48 hours from the date of production. Frozen bakery products shall be delivered within 6 months from the date of production, (SL 12 months), and in a refrigerated truck with a temperature of 0°F (-18°C).

SECTION III. SPECIFIED ANCHORAGE DELIVERIES

1. Due to the special circumstances associated with anchorage deliveries, the following exceptions are authorized, but shall not relieve the contractor or the BPA holder of any other requirements in the Quality Assurance Provisions unless specifically listed below:

a. Dairy products may be delivered in non-refrigerated containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. When a refrigerated unit is not used, the dairy products shall be packed in special containers that hold multiple units of product (bi-wall/tri-wall boxes), with dry ice based on the product weight to maintain internal temperature of 41°F (5°C). The special container shall be packed to allow air circulation within. Dairy products shall be given the highest priority for loading/off-loading upon receipt.

b. FF&V may be delivered in unrefrigerated containers in the most expeditious manner to ensure the least amount of exposure to high temperatures.

c. Miscellaneous frozen products may be delivered in non-freezer containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. Frozen items shall be packed with dry ice based on the product weight to maintain frozen state. The special container shall be packed to allow air circulation within. Although slight temperature deviations may occur, proper packaging and sufficient quantities of dry ice shall preclude excessive temperature deviations and thawing. Any item showing sign of thawing shall be rejected.

2. Although special considerations are authorized in anchorage deliveries, no exceptions have been authorized or shall be accepted for reduced sanitary standards, including the sanitation of the vehicles, boats, and shipping containers. The reuse of containers to transport products with dry ice is authorized as long as the container is sanitary and serviceable.

3. No deviations to these Quality Assurance Provisions are authorized without prior written approval from the Contracting Officer and U.S. Army Veterinary Representative. Deviations shall be granted prior to quotes being accepted and only for the particular delivery in question.

APPENDIX A, PERISHABLE FOODS, TO ATTACHMENT 8 (QA PROVISIONS)

The following are requirements that apply to this contract:

PERISHABLE SUBSISTENCE COMPATABILITY GROUPS
(Extracted From DLAM 4145.12/ TM 38-400, April 1994)

Group 1

Temperature: 32° to 34°F (1° to 1°C).
Relative humidity: 90 to 95 percent.

Atmosphere: Normally used on berries and cherries only -10 to 20 percent CO_2.
Ice: Never in contact with commodity.

Note: Most members of this group not compatible with Group 6a or 6b because ethylene production by Group 1 can be high, and thus harmful to members of Group 6a or 6b.

Apples (except those varieties listed in Group 3)
Apricots
Berries (except cranberries) Cherries.
Figs (not with apples, danger of odor transfer to figs; also see Group 6a)
Grapes (not fumigated with surfer dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages).
Peaches
Pears
Persimmons Plums and Pomegranates
Quinces

Group 2

Temperature: 55° to 65°F(13° to 18°C)
Relative humidity: 85 to 95 percent.
Ice: Never in contact with commodity.
Avocados
Bananas
Eggplant {also see Group 5)
Grapefruit [1]
Guava
Limes
Mangoes
Muskmelons, other than cantaloupes
Casaba
Crenshaw
Honey Dew
Persian
Olive, fresh
Papayas
Pineapples {not with avocados, danger of avocados' odor absorption)
Tomatoes, green
Tomatoes, pink {also see Group 4)
Watermelons (also see Group 4 and 5)

Group 3

Temperature: 36° to 41°F (2°to 5°C).
Relative humidity: 90 to 95 percent: cantaloupes about 95 percent.
Ice: In contact with cantaloupes.
Apples (Grimes Golden and Jonathan (both, certain areas), Yellow Newton (California) and Mclntosh
Cantaloupes
Cranberries
Lemons [1] (use 50 to 55°F for more than a month)
Lychees (also see Group 4)
Oranges 1(Florida or Texas)
Tangerines

Group 4

Temperature: 40° to 45°F (4° to 7°C): beans 38° to 42°F (3° to 6°C).
Relative humidi1y: About 95 percent
Ice: Never in contact with commodity.
Beans snap
Lychees (also see Group 3)
Okra
Oranges [1] (California or Arizona)
Pepper; green (not with beans)
Pepper, red (if with green peppers, temperature adjusted toward top of range)
Squash, summer
Tomatoes, pink (also see Group 2)
Watermelons (also see Groups 2 and 5)

Group 5

Temperature: 50° to 55°F (10° to 13°C): ginger not below 55°F.
Relative humidity: 85 to 90 percent.
Ice: Never in contact with commodity.
Cucumbers
Eggplant (also see Group 2)
Ginger (not with eggplant, also see Group 7)
Potatoes (late crop)
Pumpkin and Squashes, winter
Watermelon (temperature adjusted for other members of the group; also see Groups 2 and 4),

Group 6a

This group, except for figs, grapes and mushrooms, is compatible with Group 6b
Temperature: 32° to34°F (0° to 1°C)
Relative humidity: 95 to 100 percent.
Ice: Never in contact with asparagus, figs, grapes, and mushrooms
Artichokes
Asparagus
Beefs, red
Endive and escarole
Figs (also see Group 1)
Grapes (not furnished with sulfur dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages)
Greens
Leek (not with figs or grapes)
Lettuce
Mushrooms
Parsley
Parsnips
Peas
Rhubarb
Salsity
Spinach
Sweet Corn
Watercress

Group 6b

This group is compatible with Group 6a, except for figs, grapes and mushrooms.

Temperature: 13°to 13°F (0° to l°C)
Relative humidity: 95 to 100 percent
Ice: Contact acceptable for all
Broccoli
Brussels sprouts
Cabbage
Cauliflower
Celeriac
Celery
Horseradish Kohlrabi
Onions green (not with rhubarb. Figs, or grapes; probably not with mushrooms or sweet corn)
Radishes
Rutabagas
Turnips

Group 7

Temperature: 5° to 65°F (13° to 18°C)
Relative humidity: 85 to 90 percent.
Ice: never In contact with commodity.
Ginger (also see Group 5)
Potatoes, early crop (temperatures adjusted for others)
Sweet Potatoes

Group 8

Temperature: 32°to 34°F (0° to 13°C)
Relative humidity: 65 to 70 percent.
Ice: never in contact with commodity.
Garlic
Onions dry

[1] Citrus fruits -Biphenyl fungicide may impart off odors to other commodities

The above information was extracted from Lipton, W.J. and J. M. Harvey, Compatibility of Fruits and Vegetables During Transport in Mixed loads, US Department of Agriculture Research Service, ARS51- 48 (September 1972).

Appendix B - CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD

Microbiological criteria for dairy products[1,2]

Product(s)	Standard Plate Count (SPC) (See notes 3&4)	Coliform count (See note 4)	combined yeast and mold count (See note 4)	Preliminary incubation count (See note 5)
Aseptically processed and packaged Milk and milk products	0 per ml (See notes 6&7)		0 per ml (See note 6)	0 per ml (See note 6)
Buttermilk and acidophilus milk		10 per gram		
Cottage cheese		10 per gram		10 per gram
Cream, sour cultured		10 per gram		10 per gram
Grade A pasteurized milk and milk products	20,000 per ml		10 per ml	200,000 per ml

Ice cream products, flavored, fruit and / or nuts	50,000 per gram	20 per gram	
Ice cream products, vanilla and plain flavored	50,000 per gram	10 per gram	
Frozen dessert mix:			
Vanilla flavor	50,000 per gram	10 per gram	10 per gram
other flavors	50,000 per gram	20 per gram	10 per gram
Yogurt, chilled		10 per gram	
Yogurt, frozen, plain		10 per gram	
Yogurt, frozen, flavored		20 per gram	
Yogurt, soft serve mix		10 per gram	

Notes:
1. Phosphates as specified in the PMO.
2. Products shall be free of antibiotic or pesticide residues or below the action levels established for such residues by the applicable Federal Regulatory Agency. Antibiotic residue testing shall be by the method described in the PMO. Examinations and test to detect adulterants, including pesticides, shall be conducted by methods recognized by the applicable Federal regulatory agency.
3. Not applicable to cultured products.
4. All counts are maximum allowed standards.
5. Samples must be received within 72 hrs of pasteurization. Preliminary incubation test is used as a determination of keeping quality.
6. Nonconformance's will be considered an imminent health hazard.
7. Either aerobic or anaerobic SPC.

Microbiological criteria for Environmental Swabs[1,2]			
	Aerobic Plate Count	Coliform Count	
ATP (RLU) Counts	(APC)		
Environmental swab	100 per 50 sq cm	10 per 50 sq cm	See Note 3

Notes:
1. Microbiological counts can be used as an index for evaluating the sanitation status of processing equipment and the facility.
2. All counts are maximum recommended limits.
3. Relative Light Units (RLU) are directly correlated to log cfu/sq cm . RLU maximum tolerances are dependent upon the manufacturer of the ATP bioluminescence reader. Follow manufacturer's instructions for RLU limits.

Microbiological criteria for Fish, fresh or frozen, including shellfish		
Counts[4]	m	M
Aerobic Plate Count (APC)	5,000 per gram	1,000,000 per gram
E. coli	10 per gram	500 per gram
Staphylococcus aureus	100 per gram	1,000 per gram

Vibrio parahaemolyticus [1]	10 per gram	100 per gram
Vibrio vulnificus[2,3]	Zero (0) Tolerance	
Salmonella[2]	Zero (0) Tolerance	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Used for oysters and fish designed to be consumed raw.
2. No viable pathogen in a 25 gram sample.
3. Limit is established as non-detectable depending on method used and detection limit.
4. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Fruit Juice, Fresh or Frozen

Product(s)	Standard Plate Count (SPC) [3] m	Standard Plate Count (SPC) [3] M	Coliform count	Combined Yeast and Mold count
Aseptically processed juice[1]	0		0	0
Pasteurized Juice[2]		20,000 per ml	20 per ml	200 per ml
Non-Pasteurized Juice[4]	50,000 per ml	100,000 per ml		

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Must be labeled as aseptically processed and process must be verified.
2. Must be labeled as pasteurized.
3. Plate count limits for juices, except for aseptically processed juice, are used as a quality indicator and may assist in determining keeping quality and/or shelf life.
4. Non-pasteurized juice is not approved for US Armed Forces Procurement.

Microbiological criteria for Kimchee [1,3,4]

Counts [9]	m	M
Coliform (MPN)	10 per gram	
Clostridium perfringens	100 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Pseudomonas ssp [7]	200 per gram	

Streptococcus ssp [7]	10 per gram	
Listeria monocytogenes[8]	0	
Salmonella ssp[2,8]	0	
Vibrio ssp[5,8]	0	
Salt %	≥ 2.5/wt	≤ 3.5/wt
pH	≥ 4.2	≤ 4.7
Polygalacturonase [6]	Negative	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Products containing monosodium glutamate (MSG), nuts or nut oils must be labeled appropriately to reflect potential allergenic contents.
2. Only for varieties containing meat or poultry, sprouts, watercress or melon.
3. Varieties of Kimchee include, but are not limited to: Vegetables: winter, spring, cucumber, wrapped, Yolma, Chang, radish (Nabak), white (Pak), western-cabbage, pony-tail radish (Chonggak), eggplant, green onion, pumpkin, spinach, leek, green pepper; Chanachi: radish, green pepper, cucumber, garlic cabbage; Kaktagi: radish, radish and oyster Kaktuki; Tong Chimi;: radish tongchimi; Shikhae: chicken, andong, Alaskan Pollock shikhae.
4. All Kimchee products must be delivered and stored refrigerated with a definitive shelf life marked on each container.
5. Only for varieties containing fish or seafood ingredients.
6. Polyglacturonase activity is an indicator of overripening and spoilage, inferring the possible presence of Bacillus subtilus, Saccaromyces fragilis, Candida pseudotropicalis, Oospora lactis, Asperfillus ssp., and Penicillium ssp.
7. Excessive acidification may be due to high counts of these organisms; this is an indicator of very poor quality product.
8. Zero tolerance pathogens.
9. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Retail Ground Beef, Beef Trimmings, Ground Pork , Poultry (Chilled or Frozen)		
Counts	m	M
Aerobic Plate Count (APC)	100,000 per gram	1,000,000 per gram
Fecal Coliform	50 per gram	500 per gram
Total coliform	100 per gram	1,000 per gram
E. coli	10 per gram	< 110 per gram
Coagulase Positive Staph	<100 per gram	500 per gram
Salmonella species	Zero (0) Tolerance[1]	
E.coli O157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.

Microbiological limits for Sandwiches, Prepared Salads and Spreads, Bagged Salad, and Cut Vegetables [4]		
Counts[3]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli most probable number (MPN)	3 per gram[2]	10 per gram
Coliform (fecal)	10 per gram	100 per gram
Yeast and mold count	200 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Campylobacter jejuni	Zero (0) Tolerance[1]	
Salmonella species	Zero (0) Tolerance[1]	
Listeria moncytogenes	Zero (0) Tolerance[1]	
E. coli 0157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that "M" are of marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. No viable pathogen in a 25 gram sample.
2. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
3. Products may not be examined for all microbial characteristics as listed above. Contact laboratory if specific tests are required.
4. Tuna, chicken, ham and egg salads are tested the same, regardless whether on bread or submitted in tubs, buckets or other retail containers.

Microbiological criteria for Soft Serve Ice (cream) Milk and Soft Serve Yogurt at the retail/user level[2]		
Counts	m	M
Standard plat count [1]	50,000 per gram	250,000 per gram
Coliform	10 per gram	100 per gram
Combined Yeast & Mold		100 per gram

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
Standard Plate Count (SPC) does not apply to yogurt products.
Soft serve and Yogurt machines.

Microbiological limits for Tofu		
Counts[2]	m	M

Aerobic plate count (APC)		100,000 per gram	1,000,000 per gram coli (MPN)
<3 per gram	10 per gram		
Staphylococcus aureus		100 per gram	1000 per gram
Salmonella species[1]		Zero (0) Tolerance[1]	
Listeria moncytogenes[1]		Zero (0) Tolerance[1]	
Yersinia entercoliticus[1]		Zero (0) Tolerance[1]	

Legend:
m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. Products may not be examined for all microbial characteristics as listed above.

Microbiological and Chemical criteria for Bottled Water[1] and Vending Machine Water[2] and Ice

Counts	m	M
Coliform	0 per 100 ml	
Coliform (bottled water)	0 per 250ml	
Heterotrophic Plate Count [5]	1000 per ml	100,000 per ml
Pseudomonas aeruginosa	Zero (0) Tolerance	
Flouride[2]		
Arsenic[2]		
Trihalomethanes[2]		
Chlorine[2]		
Dissolved Solids[4]		
Silver [3]	None Detectable	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Bottled water is tested IAW the specific limits set forth by the Code of Federal Regulations (CFR) and current Environmental Protection Agency (EPA) regulations.
2. Vending machine water requirements are from the Association of Food and Drug Officials Model Code, 1997; Ice standards are derived from the International Packaged Ice Association. These are the minimum tests required for Vending Machine water.
3. Current published regulatory limits apply.
4. Only those machines utilizing silver impregnated carbon filters. Dissolved solids measurements are for vending machines labeled "Purified".
5. Ice and water derived from well water or surface water sources marketed at retail have higher allowable HPC limits. See current guidelines established in the CFR.

Microbiological criteria for Retail/User level Pre-packaged Deli and RTE Products[4]

Product(s)	APC[3]	Listeria spp.[2]	Salmonella[2]	Coliform[2]	E.Coli O157:H7

Luncheon Meats, frankfurters, Beef, poultry & pork	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance
Cheese, soft and hard	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Pasteurized, liquid, frozen or Dried egg	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Pizza topping (meat & cheese)	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Dried meats sticks, jerky [1]	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance

Notes:
1. Yeast and mold combined count should not exceed 100 /g.
2. No viable pathogen in a 25 gram sample. All counts are maximum allowable limits.
3. See Table Below for APC values in RTE Products.
4. Includes all like type/style products not otherwise listed.

Additional Microbiological limits for Commercial (Food Court Style) RTE Products[2,4]

Counts	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli (MPN)	3 per gram [3]	10 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
E. coli 0157:H7[1]	Zero (0) Tolerance[1]	
Campylobacter jejuni	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. This table is primarily designed for hot food lines.
3. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
4. Products may not be examined for all microbial characteristics when submitted. These values are primarily used when conducting food borne illness investigations and overall quality characteristics.

PART VI - Summary of Directory Listing Requirements

Federal Supply Class (*Note 1)	Listing Required	Listing Not Required
8905 (*Notes 2, 3)	All fish, meat, poultry, and shellfish, including:	Crabs, live.
	Buffalo meat.	Crawfish, live.
	Fish, canned.	Fish, fresh or frozen, whole and/or eviscerated, head on or off, unscaled, unpackaged.
	Fish, fresh or fresh smoked, modified atmospheric packaged.	
	Fish, fresh or frozen, packaged.	Lobster, live.
	Herring, pickled.	Shrimp, fresh or frozen, whole or head off.
	Quail.	

	Rabbits.	
	Salmon, smoked.	
	Squid.	
8910	All dairy foods and eggs, including:	Chocolate drink mix, non-dairy.
(*Notes 4, 5)	Cream, sterilized.	Powdered dairy mixes.
	Creamer, coffee, dairy.	Toppings, non-dairy.
	Dairy soft serve mixes.	
	Desserts/puddings, frozen.	
	Egg nog, canned.	
	Egg substitutes.	
	Italian ices.	
	Topping, real cream.	
	Yogurt, fresh or frozen.	
8915	All pre-cut pre-packaged minimum processed fresh	All unprocessed fruits and
(*Note 7, 8)	fruits and vegetables.	vegetables.
	Kimchee.	Olives.
	Mushrooms, whole and sliced.	Fruit juices and nectars, shelf stable
	Salads, non-meat, with or without dressing	or frozen concentrate.
	(not USDA listed).	
	Vegetable sprouts.	
	Fruit juices and nectars, refrigerated.	
8920	Bakery and cereal products (baked and unbaked, fresh	All other bakery products, including:
(*Notes 6, 9)	and frozen), specifically:	Bagels.
	Croissants.	Batter mix, dry.
	Doughnuts	Biscuits, canned.
	Egg roll wrappers.	Breads, rolls, and buns.
	Flour and corn tortillas.	Cake mix, dry.
	Wet pasta (noodles).	Cakes, unfilled.
	Pastries.	Cookie mix, chilled or dry.
	Pies.	Cookies, unfilled.
	Soft pretzels.	Crackers.
	Won ton wrappers.	Cupcakes, unfilled.
	Filled bakery items.	Dough, frozen or chilled.
		Dumplings, frozen.
		English muffins.
		Flour.
		Fruitcakes.
		Melba toast.
		Muffins
		Pancake batter, frozen.
		Pancake/waffle mix.
		Pasta, dry (noodles).
		Pizza crust.
		Taco shells.
		Toaster pastries.
		Pie crusts, unfilled.
		Waffles, frozen.
8925		All confectionery, nuts, and sugars.
8930		All jams, jellies, and preserves.
8935		Bouillon and soups.
8940	Dietary foods and specialty preparations,	All other dietary and specialty
(*Notes 2, 3, 4, 5, 10)	specifically:	preparations, including:
	Fish, meat, poultry, dairy, egg, and shellfish products.	Baby formula, canned.
	Pickled eggs.	Chips, nacho or potato.
	Frozen dinners.	Creamer, coffee, imitation (non-

	Pudding novelties, frozen or chilled.	dairy).
	Tofu.	Dips.
		Nacho cheese, canned.
		Nutri-why.
		Popcorn.
		Puddings, canned.
8945		Fats and food oils, including margarine
8950		All condiments and related products, including:
		Salad dressings.
		Mexican salsa)
8955		All cocoa, coffee, and tea.
8960	Beverages, nonalcoholic; specifically:	All other nonalcoholic beverages, including:
	Ice.	Dry ice.
	Bottled water.	Fruit drink mix containing no fruit juices.
8965		Non-MRE beverages, alcoholic.
8970 (*Note 2)	MRE food composite packages	Non-MRE composite food packages.
8975		All tobacco products.

*Notes:

1. For complete item listing within each class of the 8900 (subsistence) Federal Supply Class (FSC) Group, refer to Federal Supply Catalog C8900-SL, Stock List--FSC Group 89 Subsistence.
2. Meat and poultry establishments listed in the *USDA Meat and Poultry Inspection Directory* may serve as sources of meat and poultry items as indicated. These products must bear the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to meat or poultry inspection acts must also be Directory listed for those items.
3. Directory listing is not required for establishments on the Interstate Certified Shellfish Shippers List (ICSSL). Fish, fresh or fresh smoked, modified atmospheric packaged (when distributed in a chill state) must be Packed Under Federal Inspection (PUFI) by the USDC or listed specifically in this Directory. Establishments supplying other fish products must be Directory listed unless listed by the United States Department of Commerce (USDC) in the *USDC Approved List of Fish Establishments and Products*.
4. Directory listing is not required for shell egg sources listed in the *Directory of Grading Offices and Plants Operating Under USDA Poultry and Egg Grading Programs.* Establishments listed in the *USDA Meat and Poultry Inspection Directory* for dried or liquid/frozen egg products may serve as sources for those products, as coded.
5. Establishments having a pasteurized milk compliance rating of 90 percent or higher, certified by a State milk sanitation officer, and listed in the *Sanitation Compliance and Enforcement Rating of Interstate Milk Shippers (IMS) List* may serve as sources of milk and milk products, as listed. Listing in this Directory is mandatory to serve as a source of other milk and milk products and/or frozen dessert items. Establishments listed in the *Dairy Plants Surveyed and Approved for USDA Grading Service* may serve as sources of manufactured or processed dairy products as listed by product code. Those operations denoted with "P" codes (packaging and processing) must be Directory listed when providing ungraded manufactured or processed dairy products.
6. Directory listing is not normally required for semiperishable and nonanimal origin ingredient sources for items such as ready-to-eat bakery products and ice cream.
7. Establishments processing ready-to-eat, chilled, and prepared non-meat salads (such as potato, egg, tuna, chicken, turkey, ham, bean, macaroni, or cole slaw) must be Directory listed.
8. Only pasteurized juices are authorized for purchase by the DOD.
9. Directory listing for natural and artificial cream or fruit filled pie crusts, cakes, and cookies is not required if the finished item will not support pathogenic microbial growth.
10. Establishments producing finished products containing less than 3 percent by weight components of animal origin may be exempted from Directory listing by the command publishing this Directory.

Attachment 12 - FLOATING LINE OF DEMARCATION SPECIFICATIONS

The following are Floating Line of Demarcation (FLD) Specifications used for this contract:

1. The Contractor shall provide a FLD to identify a restricted area in the water of approximately 330 feet (100 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. The FLD is to help identify a safe standoff zone.

2. The size of the FLD will depend on the class of ship. Pier side, the FLD should be positioned 330 feet (100 meters) fore and aft of the ship and 330 feet (100 meters) out into the water from the ship. If sufficient space is not available then the FLD will be positioned as far as possible from the ship. At anchorage, the FLD will be positioned 330 feet (100 meters) outside the swing radius of the ship.

3. There are two types of FLDs that are currently authorized.

3.1. Continuous Line FLD – If allowed by the Port, the Contractor shall provide a Continuous Line FLD per the specifications listed below.

3.1.1. The FLD must fully enclose ships at dockside or at anchorage. The FLD will have an Entry Control Point (ECP) where the FLD may be opened up when authorized watercraft require access to the ship. The Contractor will provide a boat and crew to open up and close the FLD at the ECP.

3.1.2. Specifications:

3.1.2.1. Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable ECP for access.Floatation devices positioned every meter on the line.

3.1.2.2. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing strobe lights (standing at least one meter high above the water) and positioned every 75 meters along the line.

3.1.2.3. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the FLD. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD intact at all times regardless of sea conditions. Failure of the system to remain in place may result in deductions to the invoice.

3.2. Buoy System FLD - This is an acceptable alternative to the Continous Line FLD requirement. Some Ports may require the buoys to be temporarily moved and replaced if a commercial ship requires the water space. Whether continuous line FLD or buoy system FLD is ordered and provided, billing shall be at the single rate specified in the Attachment 2 schedules for the ‘Floating Barrier/Line of Demarcation‘ under LLIN XX13AG.

3.2.1. The Contractor shall provide a Buoy System FLD per the specifications provided below.

3.2.2. The Contractor shall provide a Buoy System FLD to identify a restricted area around ships. The purpose of the Bouy System FLD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 100 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible on both ship and shore based radar. The Picket Boats will patrol outside of this visual reference. The Buoy System FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) workboats to tend to the Buoy System FLD at all times.

3.2.3. Provide the system with weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

Attachment 13 - PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

1. The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

2. The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

3. Ships at anchorage will normally require two Picket Boats.

4. The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate Lot Line Item in the contract.

5. The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

6. The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

7. The Picket Boat will meet the following requirements:

7.1. Licensed for commercial operations by local country Department of Transportation.

7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

7.4. If a deckhand crewmember is required, only qualified personnel are used.

7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

7.11.4. Portable Spotlight

Attachment 14 - SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

    1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

    1.2. Security guards may be provided through private security firms or through local police officials.

    1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

    1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

    1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pierside:

    2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

    2.2. All pierside guard services will be performed within the parameters of local Laws and Regulations.

    2.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

    2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

    2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

    2.6. The following equipment will be required as a minimum for each guard:

        2.6.1. Uniform as provided by contractor or authorities;

        2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. ROEs Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats:

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2 If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3 The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4 As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

Attachment 15 - FUEL SPECIFICATIONS

The following are the Fuel Specifications for this contract:

SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	**Requirement**	**Text Method**
Appearance, @ 25ºC or ambient temperature whichever higher	Clear, bright and free of vis particulates	D 4176 1/
Demulsification, @ 25ºC, minutes (max)	10	D 1401 2/
Density, @ 15ºC, kg/m^3 (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, ºC 50% point, ºC 90% point, ºC, (max) end point, ºC, (max) Residue º Loss, % vol., (max)	 Record Record 357ºC 385ºC 3.0	D 86 3/
Cloud Point, ºC, (max)	-1ºC	D 2500
Color, (max)	3	D1500
Flash Point, ºC, (min)	60ºC	D 93 4/
Particulate Contamination, mg/liter, (max)	10	D 5432 5/
Pour Point, ºC, (max)	-6ºC	D 97
Viscosity, @ 40ºCm mm^2/second	- 1.7 - 4.3	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100ml	1.5	D5304 (R), D 2274 6/
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664
Aniline Point, ºC, (min)	60ºC	D 611
Ash, % wt., (max)	0.005	D 482
Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 7/
Corrosion, @ 100ºC, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min) Cetane Index, (min)	42	D 613 (R), D 976 8/
Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 26
Trace Metals, ppm, (max) Calcium Lead Sodium plus Potassium Vanadium	 1.0 0.5 1.0 0.5	D 3605 9/
Additive Names and Dosages	Record	

1. If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709, 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains visible sediment or particulate matter, but meets the requirement of 10 mg/1 (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.

2. The demulsification text shall be conducted in accordance with the following exceptions:

(a) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.

(b) The test temperature shall be 25ºC.

(c) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute.

3. As the end point of the distillation is approached, if either a thermometer reading of 385ºC or a decomposition point is observed, discontinue the heating and resume the procedure as directed in ASTM D 86.

4. The flash point value is the absolute and no value less than 60ºC is permissible.

5. A one-liter minimum sample shall be used.

6. ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours to 40 hours.

7. When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fuel, without the cetane improver.

8. Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified in Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.

9. Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of the inspection authority.

Minimum Requirements for Purchases of Commercial Distillate Fuels ((Navy) Marine Gas Oil) for Bunkers

The following minimum requirements have been established for use when buying fuel (gas oil - 100% distillate) from commercial sources when F76 is not available. Marine Gas Oil is not acceptable as cargo fuel on Navy Oilers.

TEST	**METHOD**	**REQUIREMENTS**
1. Cetane Number	ASTM D 613	45 min
or		
Cetane Index	ASTM D 976	45 min

Note: A cetane index of 41 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exce maximum of 338ºC. A cetane number of 40 or above, but less than 45, is acceptable provided the 90% Distillation Po does not exceed a maximum of 338°C.

2. Appearance @ 21ºC or ambient temperature (whichever higher)	Visual	Clear & Bright
or		
Water and Sediment	ASTM D 2709	0.05% max
3. Distillation. 90% Point	ASTM D 86	375ºC max
4. Flash Point	ASTM D 93	60ºC min
5. Pour Point	ASTM D 97	Report

6. Cloud Point	ASTM D 2500	-1.1ºC (30 °F)
7. Viscosity @ 40ºC	ASTM D 455	1.7 - 4.5 CST
8. Color	ASTM D 1500	3 max
9. Gravity	ASTM D 1298, D 287	Record
10. Carbon Residue	ASTM D 524	0.35% max
11. Ash	ASTM D 482	0.01% max
12. Sulfur	ASTM D 129, D 1552 D2622	1.00% max
13. Copper Corrosion	ASTM D 130	3 max

C16.23-2 COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC JAN 1998)

Offered product shall conform to the following requirements which are suitable for Marine Gas Turbine.

	TEST	METHOD	REQUIREMENTS
1.	Cetane Number	ASTM D 613	42 min
	or		
	Cetane Index	ASTM D 976	43 min
	NOTE: A Cetane Number of 40 minimum, or a Cetane Index of 41 minimum, is acceptable provided the 90 Percent Distillation Point does not exceed a maximum of 338^{O}C.		
2.	Appearance @ 21^{O}C or ambient temp. (whichever higher)	Visual	Clear & Bright
	or		
	Water & Sediment	ASTM D 2709	0.05 vol % max.
3.	Distillation, 90% point	ASTM D 86	357^{O}C max.
4.	Flash Point	ASTM D 93	60^{O}C min
	NOTE: The flash point value is absolute and no value less than 60^{O}C is permissible.		
5.	Cloud Point	ASTM D 2500	-1.1^{O}C (30^{O}F) max.
	NOTE: Cloud Point results will be evaluated based upon bunkering location.		
6.	Viscosity @ 40^{O}C	ASTM D 445	1.7 - 4.5 cst
7.	Color	ASTM D 1500	3 max.
	NOTE FOR DOMESTIC ITEMS: This Color test requirement is deleted if red dye has been added in compliance with U.S. Environmental Protection Agency or Internal Revenue Service regulations; however, the resulting fuel/dye blend must have a red tint. It shall not be visually brown or darker in appearance.		
8.	Density @ 15^{O}C	ASTM D 1298	876 kg/m^3 max.
9.	Carbon Residue on 10% bottoms	ASTM D 524 ASTM D 189	0.35 mass % max.
10.	Ash	ASTM D 482	0.01 mass % max.

11.	Sulfur	ASTM D 4294, ASTM D 1552, or ASTM D 2622	1.0 mass % max.
12.	Corrosion	ASTM D 130	3 max.
13.	Distillate Fuel (fuel shall contain no residual)	None	100%

C36 FUEL OIL, INTERMEDIATE, GRADES RMB-10 (IFO 60)/RME-25 (IFO 180)/RMG-35 (IFO 380) (DESC MAY 1997)

Product shall conform to ISO 8217:1996 or ASTM D 2069-91. Product conforming to ASTM D 2069-91 shall meet the following additional requirements:

REQUIREMENTS	**GRADE RMB-10 (IFO 60)**	**GRADE RME-25 (IFO-180)**	**GRADE RMG-35 (IFO 380)**	**GRADE TEST METHOD**
Density @15°C, kg/m^3, max	981.0	991.0	991.0	ISO 3675/12185
Aluminum plus silicon, mg/kg, max	80	80	80	ISO 10478
Total Sediment, potential, %(m/m), max	0.10	0.10	0.10	ISO 10307-2

Attachment 16 - WATER TAXI SPECIFICATIONS

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxi specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated NAVSUP Fleet Logistics Center Yokosuka or its sites' Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor, the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including COMPACFLT.

5. COMSEVENTHFLT Specifications:

5.1. Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the respective countries. Notwithstanding compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

5.1.1. Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

5.1.2. Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

5.1.3. The following information shall be conspicuously posted in both English and (the appropriate foreign language):

5.1.3.1. Current Operator's/Captain's license and boat names.

5.1.3.2. Passenger/weight capacity limit notice.

5.1.3.3. Location of life jackets and other life saving equipment.

5.1.3.4. Location of all exits indicated in large letters.

5.1.3.5. Emergency procedures

5.1.4. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

5.1.5. Operation of the boat shall be in a safe and seaworthy manner.

5.1.6. The consumption of alcoholic beverages shall not be permitted aboard the boat.

5.2. Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by the respective countries for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

5.3. Security: During the term of this contract the ship(s) to be serviced (insert ship name if purchase order) agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

5.4. Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

5.5. Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

5.5.1. Hull

5.5.1.1. Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures.

5.5.1.2. Superstructure, including masts and stacks.

5.5.1.3. Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.

5.5.1.4. Provisions for drainage of sea water from exposed decks over the side and not into the bilges.

5.5.1.5. Access/egress points- adequacy of number and location.

5.5.2. Machinery

5.5.2.1. 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.

5.5.2.2. Main propulsion and auxiliary machinery essential to operation of boat.

5.5.2.3. Sea and bulkhead closure valves.

5.5.2.4. Bilge auction strainers and dewatering systems-bilge pump to be tested by operation

5.5.2.5. Bilges free of flammable liquids

5.5.3. Electrical

5.5.3.1. Cables.

5.5.3.2. Navigation, deck, and emergency lights.

5.5.3.3. Rotating electrical machinery; e.g., generators and motors --Storage batteries

5.5.4. Lifesaving equipment

5.5.4.1. Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.

5.5.4.2. Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.

5.5.4.3. First aid kits, life rings and distress lights.

5.5.4.4. Distress signaling devices

5.5.5. Fire fighting equipment

5.5.5.1. Fire pump - test by subjecting fire hose(s) to fire pump pressure.

5.5.5.2. Portable fire extinguishers.

5.5.5.3. Fixed systems, e.g., C02 cylinders.

5.5.6. Steering apparatus

5.5.7. Miscellaneous systems and equipment

5.5.7.1. Harbor charts.

5.5.7.2. Ground tackle and mooring lines.

5.5.7.3. Whistle/fog horn, bell.

5.5.7.4. Lighted compass.

5.5.7.5. Radar.

5.5.7.6. 2-way radio capable of Bridge-to-Bridge communications.

5.5.7.7. Current license.

5.5.7.8. Operator qualifications.

5.6. Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement-is that contained in paragraph 4.7 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

5.7. Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

5.7.1. Safety of operations. Insure the following are present and in working condition:

5.7.1.1. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.

5.7.1.2. Fire extinguishers sufficient for the size of the vessel operated.

5.7.1.3. Radio (with battery backup) capable of Bridge-to-Bridge communications.

5.7.1.4. Anchor/chain sufficiency for the size of the vessel operated.

5.7.1.5. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

5.7.2. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:

5.7.2.1. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

5.7.2.2. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.

5.7.2.3. Ensure no bare or exposed electrical wires or connections are located in the passenger area.

5.7.2.4. Validate that sufficient unobstructed exits are present and marked in English.

5.7.2.5. Verify that no missile hazards, gear adrift, or trip hazards exist.

5.7.3. The following shall be conspicuously displayed, in English:

5.7.3.1. Passenger/weight capacity.

5.7.3.2. Location and number of life jackets.

5.7.3.3. Location of life saving equipment.

5.7.3.4. Locations of exits (if not obvious).

5.8. Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

5.9. If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

Attachment 17 - REQUEST FOR SANITARY INSPECTION

SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
NAVSUP Fleet Logistics Center Yokosuka, Site Singapore
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD, BLDG 7-2
SINGAPORE 759657

Dear Sir:

We are interested in supplying (e.g. specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

Attachment 18 - NATIONAL PRIMARY DRINKING WATER REGULATIONS (NPDWR) TREATED WATER QUALITY STANDARDS

1. Contaminant levels for inorganic chemicals (effective 1 January 1993)

CONTAMINANT	*MCLG (mg/L) [1]*	*MCL (mg/L)*	*AL (mg/L [2])*
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0		.015 [4]
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
TOTAL NITRATE AND NITRITE (AS N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE :	4	4	

(1). Maximum contaminant level goal (MCLG). The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are nonenforceable health goals.

(2) Action level (AL). Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90th percentile" level is greater than 0.015 mg/L).

2. Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 - DICHLOROETHANE	0	0.005
1,1 - DICHLOROETHYLENE	0.007	0.007
PARA - DICHLOROBENZENE	0.075	0.075
1,1,1 - TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.6
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 - DICHLOROPROPANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES (TOTAL)	10	10

3. Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) effective 01 January 1993))

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3- CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S (AS DECACHLORBIPHENYL)	0	0.0005
ALDICARB	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10[(1)]

[(1)]. The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

4. Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites that are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Reference (d) contains sampling requirements for the Navy public water system.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Autoanalysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the multiple-Tube Fermentation (MTF) Technique, and the membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use is included in reference (1).

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, except where the State waives this requirement on a case-by-case basis.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the State may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before, unless the MCL has been violated and the system has notified the State (in which case the State may reduce or eliminate the requirement to take the remaining samples).

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms. Or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements that apply when a sample is fecal coliform-positive.

5. Turbidity The MCL for turbidity applies to both community water systems and noncommunity water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at State option).

b. Five turbidity units (maximum) average for 2 consecutive days.

c. These requirements apply to filtered systems until 29 JUNE 1993. The requirements apply to unfiltered systems that the State has determined, in writing, must install filtration until 29 June 1993 or until filtration is installed whichever is later. After the above dates, consult the latest edition of 40 CFR 141.

6. The MCL for Radiological Contaminants are:

Gross alpha particle activity including radium 226 but excluding radon and uranium . . . . . .15 pCi/L
Combined radium-226 and radium 228 . . .. .5 pCi/L
Tritium . . . . .20,000 pCi/L
Strontium-90. . . . . 8 pCi/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

7. Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

Attachment 19:Host Nation Port Fees Agreements SEVENTH Fleet AOR

General(all countries): United States military aircraft, warships, and auxiliaries (including USNS vessels, afloat pre-positioned force ships, and United States flagged, time-chartered vessels) will not pay taxes, tariffs, fees, or duties in foreign ports. In all cases, the U.S. will be liable to pay for specific services rendered at their request.

Additional country-specific language: Additionally, for the following countries, the described fees, dues, use charges will not be paid by the U.S.:

1. Australia

a. For the United States Armed Forces, use of **public services and facilities** owned, controlled or regulated by the Australian government or its instrumentalities, the terms of use, including charges, shall be no less favorable than those available to other users in like circumstances unless otherwise agreed.

b. The United States government will not pay for landing charges for the use of aircraft in any airport in Australia.

c. United States government will not pay toll charges, including light and harbor dues, for the use of port facilities owned, controlled or regulated by the Australian Government, nor shall such vessels be subject to charges, therefore, at these ports.

d. Chapeau Agreement – 1 Dec 1995 (Paragraph 5): In regard to the provision of logistics support, each Party shall provide, upon request and subject to availability, food, water, billeting, transportation, petroleum, oils, lubricants, clothing, communications services, medical services, ammunition, storage services, training services, repair and maintenance services, spare parts and components, access to and use of facilities, base operations support (including construction incident thereto), airfield and port services, as reflected in written arrangements between our national defense organizations. The furnishing of such support shall create a corresponding obligation to provide cash reimbursement, replacement in kind, or replacement of equal value, which shall be discharged, as may be set forth in a written arrangement. Payment, if required, for the provision of such logistics support, shall be calculated upon such terms as

are most favorable to the recipient under the national laws of the providing Party.

2. Brunei. The United States government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for vehicles, vessels and aircraft operated by or for the United States Armed Forces.

3. Diego Garcia. The United States government will not pay for the use of anchorage or airfields at Diego Garcia for aircraft and ships owned or operated by or on behalf of the Government of the United States (Collection of dues and charges for use of the anchorage and airfields at Diego Garcia which may be levied by the Commissioner shall be his responsibility).

4. Timor Leste. The United States government will not pay landing, navigation, overflight or parking charges, port and pilotage fees, or overland transit fees for vehicles, vessels, and aircraft owned or operated by or for the U.S. Armed Forces while in the Democratic Republic of Timor-Leste.

5. Japan. The United States government will not pay for tolls, fees or landing charges for vessels, vehicles, and aircraft operated by, for, or under the control of the United States for official purposes.

6. Republic of Korea. The United States government will not pay for tolls, fees or landing charges for vessels, vehicles, and aircraft operated by, for, or under the control of the United States for official purposes.

7. Malaysia. The United government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, while in Malaysia.

8. Micronesia and Marshall Islands. The United States government will not pay taxes, fees or other charges associated with the movement of United States Armed Forces aircraft, vessels and vehicles in the Marshall Islands and the Federated States of Micronesia, including access to and use by them of defense sites, ports, harbors and air-fields. However, the United States government will pay for specific services rendered at their request, including materials received at their request in connection with the use of ports, harbors and airfields in the Marshall Islands and the Federated States of Micronesia.

9. Mongolia. The United States government will not pay for navigation, landing, parking or overflight charges, or tolls or other use charges, while in Mongolia.

10. Palau. The United States government will not pay taxes, fees or other charges associated with the movement of United States Armed Forces aircraft, vessels and vehicles in Palau, including access to and use by them of defense sites, ports, harbors and airfields. However, the Armed Forces of the United States and United States contractors will pay for specific services rendered at their request, including materials received at their request in connection with the use of ports, harbors and airfields in Palau.

11. Papua New Guinea. The United States government will not pay for landing or port fees, navigation or overflight charges, including light and harbor duties, for vehicles, vessels and aircraft operated by or for the United States Armed Forces while in Papua New Guinea.

12. Republic of the Philippines. The United States government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for vehicles, vessels and aircraft operated by or for the United States Armed Forces while in the Philippines.

13. Russia. The United States government will not pay for landing fees, navigation charges, port charges, tolls and similar charges by the Russian Federation, or any subdivision thereof, for the access and movement of aircraft and vessels operated by or for the Government of the United States of America in connection with United States assistance programs in the Russian Federation.

14. Western Samoa. The United States government will not pay for landing or port fees, navigation or overflight charges, or tolls or other charges, including light and harbor dues for United States Armed Forces vessels, vehicles, and aircraft while in Western Samoa.

15. Singapore. The United States government will not pay for landing fees, port dues, customs inspection fees, navigation or overflight charges, or any other charges for United States Armed Forces vehicles, vessels, and aircraft by Singapore which do not

constitute fair and reasonable compensation for services requested and received.

16. Solomon Islands. The United States will not pay for landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues for United States Armed vehicles, vessels and aircraft while in Solomon Islands.

17. Tonga. The United States will not pay for landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for United States Armed Forces vehicles, vessels, and aircraft while in Tonga.

Attachment 20:Government Material Available for Use

Table 1 lists the type and location of Government Material available, at the time of contract award, for use in meeting requirements. The order of priority for use of this material is described in the Performance Work Statement paragraph 10.g. The Government provides no warranty that the Government Material listed in Table 1 will be available or usable throughout the period of performance of this contract. Use of this material is intended as a cost-saving measure for the Government where suitable material is available free of charge or at reduced prices to meet contract requirements. Material available from the Host Nation is annotated on the Attachment 2 pricing schedules where this information is available.

Table 1

Country	Port	Material Available	Comments
Japan	Fukuoka	fenders and brows	CFAS Sasebo
Japan	Kagoshima	fenders and brows	CFAS Sasebo
Japan	Miyazaki	fenders and brows	CFAS Sasebo
Japan	Nagasaki	fenders and brows	CFAS Sasebo
Japan	Oita	fenders and brows	CFAS Sasebo
Japan	Shimizu	fenders and brows	CFAY Yokosuka
Japan	Shimoda	fenders	CFAY Yokosuka
Japan	Shimonoseki	fenders and brows	CFAS Sasebo
Japan	Tokyo	fenders and brows	CFAY Yokosuka
Korea	All	2.5 x 3.5M fenders	see schedule comments
Korea	All	40',60',70' brows	see schedule comments
Korea	All	shore power cables	see schedule comments
Korea	Chinhae	fenders and brows	CFAC Chinhae
Singapore	Changi	20 ft brow platform	belong to NRCS
Singapore	Changi	40 ft brow	belong to NRCS
Singapore	Changi	50 ft brow	belong to NRCS
Singapore	Changi	60 ft brow	belong to NRCS
Singapore	Changi	fresh water coupler	belong to NRCS
Singapore	Changi	Potable water hoses	belong to NRCS
Singapore	Changi	Shore Power cables	belong to SUBGRU
Singapore	Changi	Shore Power cables	belong to NRCS
Singapore	Changi	Submarine flyaway kit	belong to SUBGRU
Singapore	Changi	Telephone pier adapters	belong to NRCS
Singapore	Changi	Expeditionary Security Barrier	to be used in lieu of line of demarcation

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00008	03-May-2012	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0016
	X	10B. DATED (SEE ITEM 13) 27-Jul-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: nysjll011212947

1. The purpose of this modification is to incorporate Ream Naval Base into Lot 19 Cambodia, All Other Ports.
2. Attached Attachment 2 has been updated to reflect the change.
3. All other terms and conditions remain unchanged.

For the purpose of electronic distribution, the modification by GDMA on 3 May 2012 is hereby incorporated by reference.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)
		16C. DATE SIGNED 07-May-2012

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00007	04-Apr-2012	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0016
	X	10B. DATED (SEE ITEM 13) 27-Jul-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt011211223

1. The purpose of this modification is to delete Paragraph 9.g. of the Performance Work Statement (PWS) and replaced with new amended following paragraph 9.g.

Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. Should HS Contractor receives mail after ships depart, the HS Contractor should contact the Fleet Mail Center in Yokohama at 81-45-872-6742/6532.

2. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 04-Apr-2012

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:
PERFORMANCE WORK STATEMENT

SCHEDULE OF SUPPLIES/SERVICES AND PRICES

A. GENERAL

This contract is for performance of maritime husbanding support for U.S Navy ships visiting ports and operating in Region 2 of the Western Pacific and Indian Ocean. Additionally, the husbanding contractor may be called upon to provide services in support of Operations Other Than War (OOTW) within a Region's territorial boundaries. The Regions, countries and major ports included in each region are as follows:

Region 1 – South Asia (7 countries, 4 major ports)	
Bangladesh	Maldives • Male
Bhutan	Nepal (OOTW)
Burma	Sri Lanka
India • Chennai • Goa • Mumbai	
Region 2 – Southeast Asia (12 countries, 19 major ports)	
Brunei • Muara	Philippines • Manila • Puerto Princesa • Subic Bay
Cambodia • Sihanoukville	Malaysia • Kemaman • Kota Kinabalu • Penang • Sepangar
China • Hong Kong	Singapore • Changi • Sembawang
Indonesia • Bitung • Jakarta • Surabaya	Taiwan
Laos (OOTW)	Thailand • Laem Chabang • Phuket • Sattahip
Palau	Vietnam • Da Nang
Region 3 – Australia and the Pacific Islands (17 countries, 8 major ports)	
Antarctica	New Caledonia

	• Noumea
Australia • Brisbane • Darwin • Fremantle • Sydney	New Zealand
East Timor • Dili	Papua New Guinea
Fiji	Solomon Islands • Honiara
French Polynesia	Tonga • Nuku Alofa
Kiribati	Tuvalu
Marshall Islands	Vanuatu
Micronesia	Western Samoa
Nauru	
Region 4 – East Asia (4 countries, 12 major ports)	
Japan • Fukuoka • Kagoshima • Maizuru • Nagasaki • Osaka • Shimoda • Tokyo	South Korea • Chinhae • Pohang • Busan • Donghae
Mongolia (OOTW)	Russia • Vladivostok

Region Item and Price Structure

Major ports are indicated by name of port (e.g., Goa, Vladivostok, Sydney, etc.). A fully priced proposal must be received for ALL line items in a Region for it to be considered acceptable. For OOTW, a proposal only for Management Fees is required.

The contract is sub-divided into Lots. Targeted lots are identified in bold print below and by highlighted tabs in Attachment 2, Pricing Schedule. Lots may be for individual ports or they may include several ports under one Lot. For this contract, the following Lots apply:

Region 1 – Lots 01 – 15 (7 countries, 4 major ports)

Lot 01 – Bangladesh, All Ports, Husbanding Services and OOTW
Lot 02 – Burma (Myanmar), All Ports, Husbanding Services and OOTW
Lot 03 – India, Chennai, Husbanding Services and OOTW (*)
Lot 04 – India, Goa, Husbanding Services and OOTW (*)
Lot 05 – India, Mumbai, Husbanding Services and OOTW (*)
Lot 06 – India, All Other Ports, Husbanding Services and OOTW
Lot 07 – Maldives, Male, Husbanding Services and OOTW (*)
Lot 08 – Maldives, All Other Ports, Husbanding Services and OOTW
Lot 09 – Sri Lanka, All Ports, Husbanding Services and OOTW
Lot 10 – Nepal, OOTW
Lot 11 – Bhutan, OOTW
Lot 12 – 15, Reserved

Region 2 – Lots 16 – 51 (12 countries, 19 major ports)

Lot 16 – Brunei, Muara, Husbanding Services and OOTW (*)
Lot 17 – Brunei, All Other Ports, Husbanding Services and OOTW
Lot 18 – Cambodia, Sihanoukville, Husbanding Services and OOTW (*)
Lot 19 – Cambodia, All Other Ports, Husbanding Services and OOTW
Lot 20 – China, Hong Kong, Husbanding Services and OOTW (*)
Lot 21 – Indonesia, Bitung, Husbanding Services and OOTW (*)
Lot 22 – Indonesia, Jakarta, Husbanding Services and OOTW (*)
Lot 23 – Indonesia, Surabaya, Husbanding Services and OOTW (*)
Lot 24 – Indonesia, All Other Ports, Husbanding Services and OOTW
Lot 25 – Palau, All Ports, Husbanding Services and OOTW
Lot 26 – Philippines, Manila, Husbanding Services and OOTW (*)
Lot 27 – Philippines, Puerto Princesa, Husbanding Services and OOTW (*)

Lot 28 – Philippines, Subic Bay, Husbanding Services and OOTW (*)
Lot 29 – Philippines, All Other Ports, Husbanding Services and OOTW (*)
Lot 30 – Malaysia, Kemaman, Husbanding Services and OOTW (*)
Lot 31 – Malaysia, Kota Kinabalu, Husbanding Services and OOTW (*)
Lot 32 – Malaysia, Penang, Husbanding Services and OOTW (*)
Lot 33 – Reserved
Lot 34 – Malaysia, Sepangar, Husbanding Services and OOTW (*)
Lot 35 – Malaysia, All Other Ports, Husbanding Services and OOTW
Lot 36 – Singapore, Changi, Husbanding Services and OOTW (*)
Lot 37 – Singapore, Sembawang, Husbanding Services and OOTW (*)
Lot 38 – Taiwan, All Ports, Husbanding Services and OOTW
Lot 39 – Thailand, Laem Chabang, Husbanding Services and OOTW (*)
Lot 40 – Thailand, Phuket, Husbanding Services and OOTW (*)
Lot 41 – Thailand, Sattaship, Husbanding Services and OOTW (*)
Lot 42 – Thailand, All Other Ports, Husbanding Services and OOTW
Lot 43 – Vietnam, Da Nang, Husbanding Services and OOTW (*)
Lot 44 – Vietnam, All Other Ports, Husbanding Services and OOTW
Lot 45 – Laos, OOTW
Lot 46 – China, OOTW
Lots 47 – 51, Reserved

Region 3 – Lots 52 – 81 (17 countries, 8 major ports)

Lot 52 – Australia, Brisbane, Husbanding Services and OOTW (*)
Lot 53 – Australia, Darwin, Husbanding Services and OOTW (*)
Lot 54 – Australia, Fremantle, Husbanding Services and OOTW (*)
Lot 55 – Australia, Sydney, Husbanding Services and OOTW (*)
Lot 56 – Australia, All Other Ports, Husbanding Services and OOTW
Lot 57 – East Timor, All Ports, Husbanding Services and OOTW (*)
Lot 58 – Reserved
Lot 59 – Fiji, All Ports, Husbanding Services and OOTW
Lot 60 – French Polynesia, All Ports, Husbanding Services and OOTW
Lot 61 – Kiribati, All Ports, Husbanding Services and OOTW
Lot 62 – Marshall Islands, All Ports, Husbanding Services and OOTW
Lot 63 – Micronesia, All Ports, Husbanding Services and OOTW
Lot 64 – Nauru, All Ports, Husbanding Services and OOTW
Lot 65 – New Caledonia, Noumea, Husbanding Services and OOTW (*)
Lot 66 – New Caledonia, All Other Ports, Husbanding Services and OOTW
Lot 67 – New Zealand, All Ports, Husbanding Services and OOTW
Lot 68 – Papua New Guinea, All Ports, Husbanding Services and OOTW
Lot 69 – Solomon Islands, Honiara, Husbanding Services and OOTW (*)

Lot 70 – Solomon Islands, All Other Ports, Husbanding Services and OOTW
Lot 71 – Tonga, Nuku Alofa, Husbanding Services and OOTW (*)
Lot 72 – Tonga, All Other Ports, Husbanding Services and OOTW
Lot 73 – Tuvalu, All Ports, Husbanding Services and OOTW
Lot 74 – Vanuatu, All Ports, Husbanding Services and OOTW
Lot 75 – Western Samoa, All Ports, Husbanding Services and OOTW
Lot 76 – Antarctica, OOTW
Lots 77 – 81, Reserved

Region 4, Lots 82 - 99 (4 countries, 12 major ports)

Lot 82 – Japan, Fukuoka, Husbanding Services and OOTW (*)
Lot 83 – Japan, Kagoshima, Husbanding Services and OOTW (*)
Lot 84 – Japan, Maizuru, Husbanding Services and OOTW (*)
Lot 85 – Japan, Nagasaki, Husbanding Services and OOTW (*)
Lot 86 – Japan, Osaka, Husbanding Services and OOTW (*)
Lot 87 – Japan, Shimoda, Husbanding Services and OOTW (*)
Lot 88 – Japan, Tokyo, Husbanding Services and OOTW (*)
Lot 89 – Japan, All Other Ports, Husbanding Services and OOTW (*)
Lot 90 – South Korea, Busan, Husbanding Services and OOTW (*)
Lot 91 – South Korea, Chinhae, Husbanding Services and OOTW (*)
Lot 92 – South Korea, Donghae, Husbanding Services and OOTW (*)
Lot 93 – South Korea, Pohang, Husbanding Services and OOTW (*)
Lot 94 – South Korea, All Other Ports, Husbanding Services and OOTW
Lot 95 – Russia, Vladivostok, Husbanding Services and OOTW (*)
Lot 96 – Russia, All Other Ports, Husbanding Services and OOTW
Lot 97 – Mongolia, OOTW
Lots 98 – 99, Reserved

Line Items used in the Performance Work Statements and in the Pricing sheets for all Regions are outlined as follows:

XX01	Husbanding Services (Anchorage and Pierside)
XX02	Trash Removal
XX03	Fleet Landing
XX04	Brow Services
XX05	Ship Movement Services
XX06	Water Ferry/Taxi Services
XX07	General Charter and Hire Items
XX08	Collection, Holding, and Transfer (CHT)
XX09	Fresh Potable Water
XX10	Ship's Utility Services
XX11	Land Transportation (Personnel) Services
XX12	Telephone Services and Communications Equipment
XX13	Force Protection Barriers
XX14	Force Protection Personnel
XX15	Force Protection Supplies

XX16	Airport/Cargo & Material Handling (Port Handling Costs)
XX17	Provisions
XX18	Fuel
XX19	Other Port Services
XX20	Incidentals
XX21	Operations Other Than War (OOTW)
XX22	Cost Reporting

B. PRICING

Except for Port Tariffs, unit prices for all contract items described below shall be inclusive of all necessary equipment, licensed operators, all liability insurance as required by local law, holiday and overtime costs, customs clearances, and fuel and operating expenses.

1) Fixed Prices are required in the Pricing Schedule except where Port Tariff (PT) prices, To Be Determined (TBD) prices, or Not Separately Priced (NSP) have been identified. Services with an estimated quantity of 'No Estimate' are required to be priced in the Attachment 2 schedules and shall be treated as pre-priced items. Pricing for all services other than pre-priced items, PT items, and NSP items shall be arranged using the online pricing application procedures described in Attachment 8. Unless otherwise provided, these Fixed Prices shall also include performance at night, overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, other inclement weather, or service to tankers and ships carrying explosives. These requirements do not include performance during cyclones or typhoons except where ships are required to depart in advance of cyclones or typhoons as part of a typhoon or cyclone evasion plan. They also include all operating expenses including tugs, barges, trucks, personnel, and customs clearances and any other charges unless specifically exempted by the Government.

2) Port Tariffs will apply to those services which are based on Port Tariff rates established and controlled by Port Authorities. English translated copies of the Port Tariffs must be submitted to the Supply Officer of the ship entering a specific Port and to the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore email address specified at the time of contract award for each region.

3) Fees for Husbanding Services cover regular and overtime labor of contractor personnel supporting the ships plus indirect expenses, including all management, overhead and office expenses. The husbanding fees also include costs for arranging supplies and services described herein, costs associated with attendance at periodic meetings and pre-deployment briefings. The husbanding fees represent total compensation for the contractor except for supplies and services with Fixed Prices.

4) OOTW Fees will constitute an all inclusive fixed fee based on a daily fee (per contractor person providing support) for "husbanding" the OOTW effort/logistics support.

5) Purchase Card Surcharge. The U.S. Government reserves the right to make payment by purchase card. All purchase card surcharges will be identified as a separate entry on each invoice. The Government will reimburse administrative surcharges for the lesser of actual fees or 5% for non-priced items only. Applicable purchase card surcharges shall be included in the quoted prices for pre-priced items.

6) If items are made available free of charge or at less than the quoted price by the Government, host nation, or port authority, only mobilization/demobilization charges, not to exceed the quoted unit price, may be charged. If, for any reason, an item that would otherwise be provided by the Host Nation, Government, or port authority is not available, that item shall be provided by the HSP at the unit price quoted in Attachment 2.

C. PRICING SPREADSHEETS

Pricing spreadsheets are provided by Region as an attachment to this solicitation. The Lots marked in bold print in paragraph A above will be used for price evaluation purposes.

Important Notes

1) Pricing for supplies and services for all countries will be expressed in U.S. dollars and shall be billed in the units of the respective LINE ITEMs.

2) Definitions for the "Unit" abbreviations are as follows:

CM = Cubic Meter
DY = Day (refers to a 24-hour period beginning at start of service unless stated otherwise)
EA = Each
GL = Gallon
HR = Hour
JB = Job
LOT (LT) = A lot (LT) is a deliverable item or group of items with a separate and distinct unit price.
MT = Metric Ton
NSP = Not Separately Priced
PK = Package
PT = Port Tariff
TBD = To Be Determined

3) The Line Item Numbers consist of four numeric digits. XX replacement of any numeric digits make the descriptor generic and applicable to all LINE ITEMs in that series.

4) For pricing sheets identifying "All Other Ports" (AOP) or "All Ports" (AP), prices will be required, if not identified otherwise. Each price shall be a single, per-unit price for the specified supply or service that will apply to any of the ports included in the lot.

5) Historical port visit data for FY07, FY08, and FY09 (partial) has been provided as Attachment (3).

D. Definitions

Barge = Flat-bottomed displacement ships used for carrying or storing cargo, for separation between vessels and other structures, or as a work platform. Barges may or may not be self-propelled.

DESCRIPTION OF CONTRACTUAL SCOPE

This contract is for the provision of maritime husbanding support. It is not for husbanding agency. The holder of this contract is a U.S. Navy contractor. The holder of this contract is not an agent of the U.S. Navy and does not have the authority to bind the U.S. Navy.

Maritime Husbanding Support is defined as: Providing supplies and services as defined in the Performance Work Statement of the contract in support of Naval forces within a port area.

i. This support is provided by a Husbanding Services provider from a standard list of services under contract.
ii. For "Exceptions" items not supported by existing supply chains: e.g. fuel, subsistence, etc.
iii. Includes "Non-Priced" incidentals that cannot be identified in advance, but are in the scope of the contract.

1. The contract is for performance of Maritime Husbanding Support services at any berthing or anchoring location specified in the Attachment 2 schedules except ports in China outside Hong Kong. Ordering officers of the United States Coast Guard (USCG) ships, United States Navy (USN) ships, Military Sealift Command (MSC) ships, U.S. Army vessels/ships operating in the Western Pacific and Indian Ocean are authorized to use this contract. The contract may also be used to support other U.S. Government organizations (e.g., National Oceanic and Atmospheric Administration (NOAA)) that may require maritime husbanding support services.

For purposes of this paragraph, a U.S. Navy ship is any naval vessel, craft, ship, or service craft included within the scope of subparagraphs 2 and 4 of Article 0406, United States Navy Regulations, 1990. Ship size classifications that are used in the price schedules are listed as an attachment.

2. Husbanding services requirements that may be received by NAVSUP Fleet Logistics Center Yokosuka, Site Singapore from the other activities identified in paragraph 1 above are within the scope of this contract.

3. This is a Firm-Fixed-Price Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract for husbanding logistics services, services in support of Operations Other Than War (OOTW), and maritime husbanding support to Government teams visiting ports in connection with a ship visit. These service requirements are and defined in the Performance Work Statements (PWS). The "minimum" and "maximum" to be established per FAR Clause 52.216-22 are as follows:

Region	Minimum Quantity ($)	Maximum Quantity ($ Base and all option years)
Region 1, South Asia	$100,000	Sum of CLINs 0002, 1001, 2001, 3001, and 4001
Region 2, Southeast Asia	$100,000	Sum of CLINs 0003, 1002, 2002, 3002, and 4002
Region 3, Australia/Pacific Islands	$100,000	Sum of CLINs 0004, 1003, 2003, 3003, and 4003
Region 4, East Asia	$100,000	Sum of CLINs 0005, 1004, 2004, 3004, and 4004

The minimum contract dollar quantities per contract are for each contract as a whole and there are not separate additional contract dollar quantities for the option periods and/or individual LINE ITEMs.

4. The HS Contractor agrees to furnish the services or supplies at the fixed price listed in the schedules.

5. This contract is for a period of twelve (12) months, effective 30 days after award of the contract, with four (4) one-year options. The contract also includes the clause entitled FAR 52.217-9 Option to extend the Term of the Contract. If all options are exercised under FAR 52.217-9, the duration of this contract is 66 months.

6. The contract will not start for the following countries until the option expires under existing contracts:

Contract becomes effective on 1 Jun 2011 for South Korea.

7. In the event of contingencies in the open ocean such as submarine rescue, the Contracting Officer may issue an order to the contractor that is awarded the husbanding logistics contract in the nearest country in which there is capability to satisfy the requirement.

8. The contract will include the clause entitled FAR 52.237-7023 (Class deviation 2009-00010) Continuation of Essential Contractor Services. Contractors providing services designated as essential contractor services by a DoD component are expected to use their best efforts to continue providing such services, in accordance with the terms and conditions of their contracts even during periods of crisis.

9. For lots identified as “All other Ports” or “All Ports”, the geographic scope of the lot, for Purposes of Lot Line Item XX21, OOTW is the entire country listed in the lot. The geographic scope of the lot, for all Lot Line Items other than XX21, is the port locations listed in each lot of the Attachment 2 schedules.

10. Incidentals within the scope of this contract may be classified within one of the following categories:
- Charter and Hire
- Utilities
- Anti-terrorism Force Protection
- Communications
- Transportation
- Lodging
- Port Handling Services
- Other Port Services (Reception Supplies and Services)
- Administrative Supplies

Performance Work Statement (PWS) for Husbanding Services

A. GENERAL OVERVIEW

1. OBJECTIVE

The primary objective of this contract is to obtain Maritime Husbanding Support for U.S. Navy ships and other Government teams supporting ship visits at the locations specified in the Attachment 2 schedules. In addition, the contract may be used to support Operations Other Than War (OOTW) in a respective Region.

2. SCOPE

a. The general scope of this contract and its general conditions are described above. This section provides the detailed Performance Work Statement (PWS) descriptions for applicable Line Items.

b. General Requirements

i. The HS Contractor shall provide timely delivery of quality goods and services at fair and reasonable prices to ships making port visits;

ii. The HS Contractor shall provide timely delivery of supplies and services conforming to this PWS.

iii. The HS Contractor shall assure that supplies and services arranged on behalf of the ship's Supply Officer (SUPPO) or authorized ordering officer conform to the general requirements of the contract and shall assist the SUPPO or authorized ordering officer with resolving any problems in meeting the requirements.

iv. The HS Contractor shall identify representatives to act as the principal points of contact between the HS Contractor and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore representatives concerning price and performance issues throughout the Region. These individuals shall facilitate communications among ships, Defense Attaché Offices (DAO), Port Services Officers and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore.

v. The HS Contractor shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the U.S. Government.

vi. The HS Contractor shall ensure that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

vii. The HS Contractor shall ensure that subcontractors comply with these requirements.

3. PRICING

a. Except for Port Tariffs, To Be Determined (TBD), and Not Separately Priced (NSP) items, unit prices for all contract items described below shall be inclusive of all other costs including, but not limited to, all necessary equipment, licensed operators, liability insurance as required by local law, holiday and overtime costs, customs clearances, fuel and operating expenses. In those cases where prices are by Ship Class, Attachment # 1 applies. All contract prices are in U.S. Dollars (US$). All taxes and surcharges are included in the unit cost.

b. Fixed prices are required in the pricing schedule except for Port Tariffs, TBD items, or Not Separately Priced (NSP) items. Unless otherwise provided, these prices shall also include performance at night, in overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, or service to tankers and ships

carrying explosives. They also include all operating expenses including, but not limited to, tugs, barges, trucks, personnel, and customs clearances.

c. The pricing for all services requiring the use of transportation type conveyances (i.e., trucks, barges for LINE ITEMs for trash removal, CHT removal, potable water, landing barges, oily waste removal, etc) shall include the use of the equipment as required to complete the service in the statement of work without any additional charges for detention or demurrage.

d. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate LINE ITEM in the Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

e. All pre-positioning or pre-staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

f. Repositioning is defined as: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions. Where a ship is at anchorage and the Ordering Activity requests repositioning of equipment, the HS Contractor shall be entitled to additional fees for repositioning to be determined by use of:

   a. Priced sub lot line items, or

   b. Prior agreement of the Ordering Officer in cases where the total repositioning costs do not exceed $25,000

   c. Prior agreement of the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer in cases where the total repositioning costs exceed $25,000.

   In the case of (c) above, the repositioning cost shall be reported and confirmed using the online pricing application procedures described in Attachment 8.

g. When the HS Contractor obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list (e.g. port tariff), then the HS Contractor shall be reimbursed for the published price of the item. The HS Contractor shall not be paid an amount in addition to the published price of the item. A copy of the published price list (e.g. port tariff) shall be provided to the Supply Officer at the time of initial boarding and to the FISC Yokosuka email address specified at the time of contract award for each region with the pre-arrival cost estimate.

h. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and/or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged. For the purposes of this contract, one (1) day is equal to 24 hours and begins with the performance of service. For example, service from 1800 until 1800 the next calendar day is equal to one (1) day of service. In cases where the billing unit is ‘day’ and a full day of service is not used by the Ordering Activity, the HS Contractor shall be entitled to bill for one day of service. For example, if a sub lot line item with a billing unit of day were ordered and used for 30 hours, the HS Contractor would be entitled to bill for two days of service. In cases where the ship does not arrive at the time specified in the ordering LOGREQ and services are made available based upon the time requested in the ordering LOGREQ, billing for services may commence at the time requested by the Government unless notice of cancellation is provided by the Ordering Activity or the organization authorized to pass this information on behalf of the Ordering Activity.

i. Demurrage charges shall only be charged if the HS Contractor’s service is unduly delayed due to the fault of the U.S. Government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but, due to the fault of the government, was not attended to until 1500 hrs when pumping begins. The HS Contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs).

j. Port Tariffs will apply to those services that are based on the Port Tariff rates established and controlled by the Port Authorities. The abbreviation "PT" in the pricing schedule identifies the port tariff items that the HS Contractor is not required to price.

k. Fees for husbanding services cover regular and overtime labor of HS Contractor personnel supporting the ships plus all indirect expenses, including all management, overhead and office expenses. The husbanding fees also include costs for arranging supplies and services described herein, costs associated with attendance at periodic meetings with the exception of travel expenses described in this paragraph. The husbanding fees represent total compensation for the HS Contractor except for supplies and services with fixed prices or incidentals. Travel expenses incurred by the HS Contractor in support of a LRT or advance ship detachment will be reimbursed based upon actual receipts and in accordance with the JTR guidelines. Travel expenses will be reimbursed upon presentation of documentation to the ordering activity. Any air transportation will be reimbursed at the economy class fare.

l. OOTW will constitute a fixed fee based on a daily rate (per HS Contractor person providing support) for "husbanding" the OOTW effort/logistical support.

m. The U.S. Government reserves the right to make payment by purchase card.

n. The services at anchorage shall be provided at all anchorage points assigned by the local port authority.

o. As part of the husbanding service provider's proposal, a purchasing process and system for pricing items along with an Online Pricing Application(see Attachment 8 for the PWS for the Online Pricing Application requirements) was proposed and accepted by the Government which included sufficient safeguards so that the Contracting Officer or Authorized Government Representative may determine the prices as fair and reasonable. Pricing of supplies and services for items not pre-priced within a lot line item (e.g., incidentals, OOTW supplies or services, fuel, and provisions) shall be in accordance with the husbanding service contractor's proposed purchasing/pricing process (implemented by the online pricing application) that was accepted by the Government upon contract award.

p. The HS Contractor will be fully compensated for all services including pre-priced, port tariff, TBD, fuel, provisions, and incidentals. Port tariff items will be reimbursed at actual cost. Provisions (XX17) and fuel (XX18) shall also be invoiced and reimbursed at actual cost. Any HS Contractor fee for acquiring and arranging for these items shall be included in the corresponding Line Items XX17AA (for provisions) and XX18AA (for fuel).

q. Several Lot Line Item services are based on volume (e.g. trash removal, CHT, potable water, and oily waste removal). Volume-based services shall be priced at the same unit price specified in the Attachment 2 schedules, regardless of the class of vessel requiring the services. For example, a class V vessel requiring 1000 CM of CHT removal would be charged the same unit price as a class II vessel requiring 100 CM of CHT removal.

4. QUALITY

a. The HS Contractor shall provide the timely delivery of goods and services at fair and reasonable prices to ships making port visits, provide continuous oversight of costs and performance throughout the area covered by this contract, and make meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. The HS Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning price performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Operations Officers, and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore. The contract will not specify how the HS Contractor is to perform, but measurable performance standards are established in the Quality Assurance Surveillance Plan (QASP) to monitor contract performance during each ship's visit.

b. The quality of all services or supplies provided shall conform at least to commercial standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

c. The performance standards are explained in the Quality Assurance Surveillance Plan (QASP), Attachment 10. The performance standards are:

i. Timely submission of pre-arrival cost estimates (described para.5 (a) below) NLT 48 hours after receipt of the ordering logisitics requirement (LOGREQ) message. In the event that the LOGREQ is received after 48 hours prior to the ship's arrival, the pre-arrival cost estimate shall be provided as soon as practicable, but in no case later than 48 hours after receipt of the ordering LOGREQ;

ii. Timely submission of Logistics Support Services Repository (LogSSR) cost report within seven (7) calendar days from the completion of the ship's visit;

iii. Accuracy of the actual (final) LogSSR report and pre-arrival cost estimate;

iv. Ship's satisfaction with the contractor's services during the port visit as identified in the ship's port visit cost report; and

v. Adherence to the pricing process proposed and accepted by the Government for non-priced items and timely submission of all information and documentation within the Online Pricing Application.

vi. HS Contractor Suggestions for cost savings and/or cost avoidance.

d. The percentile goals are fixed for each factor within the QASP. The failure of the HS Contractor to meet the percentile goal for any factor will be investigated and evaluated by the Contracting Officer. The HS Contractor will be given the opportunity to refute an adverse assessment prior to finalizing the metric for a quarter.

5. LOGISTICS RESPONSE TEAM

In the event that a Logistics Response Team for a ship arrives in port prior to the ship's arrival, the HS Contractor will assist the logistics response team by providing logistical support and coordinating all requirements.

When the HS Contractor provides support for a Logistics Response Team so that it can perform its mission, the HS Contractor is entitled to bill at the "Subsequent Days" daily rate for husbanding services for each day of support provided "in person" to the logistics response team.

a. Pre-arrival Cost Estimate - The HS Contractor shall furnish to each ship and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore email address specified at the time of contract award for each region, a pre-arrival cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the Attachment 2 spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-priced items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff." This estimate shall be provided to the ship and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore email address specified at the time of contract award for each region within 48 hours after receipt of the LOGREQ. This report shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs. The LOGREQ, when submitted by, under authority of, or on behalf of an Ordering Activity, is an order under this contract for pre-priced items. Non-priced items ordered on the LOGREQ become orders only after prices have been determined fair and reasonable and are agreed upon by the Ordering Officer or by a NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. For non-priced items with an extended cost less than $25,000, either the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. For non-priced items with an extended cost greater than $25,000, only the

NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. Required approvals and determinations of fair and reasonable pricing by the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer (>$25,000 extended price) will be made by confirming the prices and documentation posted to the online pricing application. Approvals and fair and reasonable determinations that may be made by either the Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer (<$25,000 extended price) may be confirmed orally, in writing, or by email by the Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. Regardless of the approval method, reporting and documentation of all non-priced items other than port tariff items ordered under this contract must be made using the online pricing application. Orders placed by a LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

b. The LOGREQ cost estimate does not replace the HS Contractor's requirement to respond (i.e., info addressees on responses to the Ordering Officer) to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U.S. Defense Attaché's Office.

c. The HS Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

d. The HS Contractor shall coordinate with other U.S. Government Contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

e. The HS Contractor shall assist the ship's Logistics Response Team to include planning and coordination meetings.

f. Travel expenses incurred by the HS Contractor in support of a LRT or advance ship detachment will be reimbursed based upon actual receipts and in accordance with the JTR guidelines. Travel expenses will be reimbursed upon presentation of documentation to the ordering activity. Any air transportation will be reimbursed at the economy class fare.

6. SHIPS'S (LOGREQ) LOGISTIC REQUIREMENTS

U.S. Navy ships and/or NAVSUP Fleet Logistics Center Yokosuka (or its sites) Logistic Support Representative (LSR) or other activity authorized to pass LOGREQ requirements on behalf of Ordering Officers will provide, via e-mail, a copy of the unclassified "logistics requirements" (LOGREQ) message directly to the husbanding HS Contractor as described under "ISSUANCE OF ORDER" in Contract Terms and Conditions – Commercial Items (FAR 52.212-4 Addendum). This LOGREQ will contain the majority of supplies and services required by the ship, and will represent the order, for pre-priced items, upon which the HS Contractor shall begin performance.

a. A ship, an activity authorized to pass a LOGREQ on behalf of the ship (i.e. Port Service Office or DAO), or an authorized ordering activity may notify the HS Contractor of a forthcoming visit requiring husbanding services. Upon notification of a visit, the HS Contractor shall make such preliminary arrangements as necessary with port authorities, other U.S. Government Contractors, and other commercial firms to provide supplies and services requested by the ship. The HS Contractor shall confirm receipt of the ordering LOGREQ (to the activity who provides the LOGREQ to the HS Contractor) within 24 hours. Confirmation of receipt may be made by email to the activity passing the LOGREQ to the HS Contractor.

b. Ships will not provide force protection requirements in unclassified LOGREQ messages. The force protection requirements are specified in a classified LOGREQ issued by the ship to U.S. Government activities. The activity to which this message is addressed will contact the Contractor and pass the ship's force protection requirements for action. The HS Contractor shall confirm with the ship that these force protection requirements received have been actually ordered by the ship prior to beginning performance. The ship's Supply Officer (SUPPO) or Commanding Officer may also request additional force protection requirements not covered by the classified LOGREQ by email, telephone, or personally upon ship's arrival. The HS Contractor shall coordinate with the SUPPO before providing any additional force protection. If

any other activity or individual orders force protection services (i.e. NCIS, etc) not covered in the ship's classified LOGREQ, the HS Contractor is required to immediately inform the ship and receive confirmation prior to beginning performance of these services. Organizations such as NCIS and DAO are not the actual Ordering Officer and have no contractual authority to place orders. Only the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer has the authority to confirm or change an order.

c. LOGREQ Pre-arrival Cost Estimate. The HS Contractor shall provide each ship or ordering activity an estimate in response to an LOGREQ message issued to the HS Contractor by any method identified under "OC-7 ISSUANCE OF ORDER" clause. The pre-arrival cost estimate shall be submitted in accordance with Attachment (8)-PWS Cost reporting. The LOGREQ message is not an order for non-priced items until priced by the contractor and confirmed by an authorized ordering officer. The requirements shall be provided to the HS Contractor by ships, activities and individuals identified in the contract. This estimate shall be sent within 48 hours after receipt of the LOGREQ message and will explain any anticipated "additional" costs and include cost savings or avoidance recommendations. In a situation where the HS Contractor receives a LOGREQ message with less than 48 hours prior to the arrival of the ship, the HS Contractor shall make every effort possible to provide the required documentation and price estimate prior to the ship's arrival, but in no event later than 48 hours after receipt of the LOGREQ message.

7. INITIAL BOARDING

a. The HS Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival. Upon initial boarding the HS Contractor shall provide all emergency telephone numbers, i.e. police, hospitals, firefighters, etc. In addition, the HS Contractor is required to provide the emergency telephone numbers for shipboard generated industrial waste (SGIW) disposal and hazardous material (HAZMAT) and oil spill response and reporting procedures to all ships upon initial boarding or in a LOGREQ reply. The HS Contractor shall visit the ship at least once per day and shall be available on call at all times (24 hours per day, seven days per week) to assist the ship with requirements and to resolve problems.

b. The HS Contractor shall brief the designated ship representative about Contractor-provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HS Contractor shall provide its POC information with 24-hour contact phone numbers.

c. The HS Contractor shall provide the SUPPO with copies of applicable port tariffs and current prices for frequently ordered services, and with any other information provided by NAVSUP Fleet Logistics Center Yokosuka, Site Singapore for distribution. Copies of applicable port tariffs and current prices for services shall be in English. The HS Contractor shall be prepared to take additional ships' orders for supplies or services not placed in the ordering LOGREQ. All orders placed after the ship's arrival shall be reported and prices confirmed (if non-priced items) using the LogSSR reporting requirements and online pricing application procedures described in Attachment 8.

8. POINT OF CONTACT

a. Based upon the ship's orders, the HS Contractor shall ensure the timely filling of all ship's requirements. The HS Contractor shall designate at least one senior company official to be the Point of Contact (POC) under this contract for logistic and contractual support. The POC shall be fully fluent in English. The HS Contractor is required to designate the POC at the time of contract award.

b. All HS Contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port. All correspondence shall be in English. All electronic communication between visiting vessels and the HS Contractor shall be copied to the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer and Logistic Support Representative emails specified at the time of contract award.

The HS Contractor is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered by the Supply Officer from the HS Contractor.

9. ORDERING SUPPLIES AND SERVICES & PROVIDING GENERAL ASSISTANCE

The ship(s) will submit LOGREQs that include requests for a variety of services and supplies. The first obligation of the HS Contractor is to verify if any of the requested services and supplies can be provided free of charge by the host nation.

If services and supplies are not available free of charge from the host nation, they must be provided if within the scope of this contract. The Contracting Officer will be notified if there is a question regarding the scope of the contract. If these services and supplies are not priced in the contract, or if these services and supplies are available under other U.S. Government contracts, the following applies:

a. Passing Requirements to other U.S. Government Contractors: The HS Contractor shall coordinate and pass orders, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts (e.g., Prime Vendor or Defense Energy Supply Center (DESC)) for various supplies and services required. This husbanding service includes all necessary actions to facilitate the acceptance of supplies or services rendered under U.S. Government contracts. Any disputes or discrepancies arising from the order will be resolved directly between the SUPPO and the other Contractor(s). The HS Contractor shall also facilitate any necessary force protection vetting requirements so that other U.S. Government contractors can perform their contractual requirements.

b. The U.S. Government will not pay the HS Contractor for any personal requests from individual crewmembers, whether military or civilian.

c. The HS Contractor shall install all ordered equipment upon the ship's arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

d. Money Exchange Services: The HS Contractor shall arrange for authorized moneychangers to exchange U.S. dollars for ship personnel into local currency. Money Exchange services shall be made available onboard ship to crewmembers at least two hours daily with buy-back service on the day before the ship's departure. The moneychangers may include a commission of not more than plus or minus 1.5% difference from the Official Exchange Rate. A locally-available and verifiable currency exchange rate may be used as the Official Exchange Rate. Verification of the exchange rate shall be provided to the Ordering Activity at the time of service. The HS Contractor shall maintain adequate records justifying its basis for determining the Official Exchange Rate and shall make those records available to the U.S. Government upon request. This Official Exchange Rate will be used for financial conversions not covered by payments in U.S. dollars.

e. Laundry Services: The HS Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Laundry and dry cleaning services that are required by the ship from the laundry and dry cleaning vendor will be ordered from the vendor by the ship. Payment for services will be made by the ship to the vendor rather than through the HS Contractor. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure. The HS Contractor shall assist in resolving vendor billing discrepancies.

f. Interpreter Services: The HS Contractor shall provide interpreter services to assist the Supply Officer to assure timely delivery and performance of the supplies and services ordered by the Supply Officer under this contract. This limited set of interpreter services is required under the Management Services LINE ITEM and is separate from the interpreter services required under LINE ITEM XX07AM.

g. Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. Should HS Contractor receive mail after ships depart, HS Contractor should contact the Fleet Mail Center in Yokohama at 81-45-872-6742/6532.

h. Morale Welfare and Recreation (MWR) Services: The HS Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) Contractor servicing the ship. If an ITT contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If there is an ITT contract, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship. In the absence of an MWR contract, the HS Contractor shall provide advance information on all recreational/liberty activities available in local area. Information (with associated costs) shall include, but is not limited to, sightseeing tours, entertainment, sporting events, transportation, lodging and visitor tips. The HS Contractor shall coordinate all recreational/liberty requirements communicated by the ship. The HS Contractor shall disseminate information on the full scope of recreational/liberty opportunities, sightseeing tours, entertainment, sporting events, local area transportation and lodging. The HS Contractor shall plan, coordinate and assist as necessary, in port requests for entertainment, athletic competitions, sightseeing tours and unit parties/picnics.

i. Immigration, Customs and Visa: The HS Contractor shall assist ship personnel with immigration, customs and visa requirements into the country of the port visit.

j. Medical Emergencies: If requested, the HS Contractor may be required to make arrangements for emergency medical treatment of ship's crewmembers while the ship is in port. In cases where a member is airlifted into a port by the ship, the HS Contractor, in coordination with the U.S. Consulate/Embassy, will arrange for proper medical care until the member can be returned to the ship, or evacuated to the United States. If there are costs associated with arranging these services, the HS Contractor shall obtain approval from the SUPPO/Contracting Officer prior to providing the support.

k. The HS Contractor shall facilitate the ship's timely departure. The HS Contractor shall provide timely invoices of provided services and supplies to the Supply Officer at the time of the pre-sailing visit. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided. The HS Contractor shall remove all provided equipment.

l. Pre-Sailing Visit: The HS Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the HS Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. Written receipt for acceptance of all services shall be obtained during this visit. The Ordering Activity shall provide a check or DD1155 for all finalized invoices prior to departure where the content of the invoice is not disputed. The HS Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The HS Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The HS Contractor's point of contact for this information shall be the Commanding Officer, Command Duty Officer, Operations Officer, or the Officer of the Deck.

10. UNIQUE / PARTICULAR SITUATIONS

a. Assisting two ships: If a ship, not in port, requests assistance from the HS Contractor, the ship will pay the husbanding services subsequent days' fee. However, if at the same time, using the same helo or other transport, the HS Contractor provides service to two ships (e.g. delivery of fresh fruits and vegetables (FFV) at one time for two ships using the same helo), the HS Contractor is entitled to bill for only one subsequent day.

b. Under Class I size vessels (based on the number of personnel): If two small vessels, under the size of Class I, IA or IB come into the port together, submit consolidated requirements, and have approximately the same schedule, the HS Contractor will only charge for one Class I, IA, or IB vessel vice two. However, if only one such vessel comes into port, the HS Contractor will charge full Class I rates.

c. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within 3 days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back on Saturday, Sunday or Monday, it will be charged subsequent day fees. If the ship comes back Tuesday, it will be charged the first day rate).

d. If a ship comes into port and does not notify the HS Contractor or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days, subject to the conditions in paragraphs (b) and (c) above.

e. Ship Repair: If ship repair is required and performed in one of the ports covered by this contract, husbanding services will be provided only if requested by the ship. U.S. Navy Ships in shipyards at locations covered by this contract may order supplies and services from this contract without the requirement to also order Management Services.

f. The HS Contractor is required to be able to simultaneously husband thirty (30) ships throughout the Region, including up to two (2) Class V and two (2) Class IV ships in a single port simultaneously.

g. Order of Priority of Usage: The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or, if the port-provided supplies and services are less expensive than similar services provided by the HS Contractor or its subcontractors, or finally provide it themselves to include subcontractors. Where the reasonable cost of mobilization/demobilization for U.S. Government owned equipment exceeds the quoted price of the sub lot line item it is intended to replace, the HS Contractor shall use the least cost alternative to meet the requirement. Information on availability of host nation provided services, where available, is annotated on the Attachment 2 pricing schedules. If, for any reason, an item that would otherwise be provided by the Government, host nation, or port authority is not available, that item shall be provided by the HS Contractor at the price quoted in the Attachment 2 pricing schedules.

h. MARK V High-Speed Interceptor Craft (HSIC): MARK V (HSIC) Special Operations Craft may be in port or in the vicinity for up to 90 days conducting operations. The HS Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and only one Management fee shall be charged when husbanding two MARK V vessels at the same time.

i. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The HS Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit.

j. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HS Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong SAR and Singapore.

k. Other Personnel - Other U.S. personnel conducting business at locations covered by this contract may order off the contract without incurring Management Service Fees. Support of 'Other Personnel' is limited to Logistics Response Teams and ship detachments (e.g. ship's beach detachment, site survey team, advance force protection teams) in direct support of a ship visit. These orders do not involve continuous management of husbanding services and may be for items such as vehicles, phones or other services. For example these services may be ordered from the HS Contractor when hotels, transportation and rental of cellular phones are required for the personnel described above.

l. Short Notice Orders: The contractor shall perform all orders that are issued within the minimum order lead time annotated for each lot in the Attachment 2 schedules. If orders are issued with less than the required minimum order lead time prior to the start of performance, the contractor shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

m. The minimum order lead time applies to all Lot Line Items with the exception of XX21, Operations Other than War, which remain subject to the requirements stated in Attachment 9. The HS Contractor shall provide all requested services, to include mobilization of required equipment, when the Ordering LOGREQ is received from the Ordering Officer or their representative with a lead time greater than the number of days specified in the Attachment 2 schedules for the Lot location where performance is to take place.

11. LINE ITEM DESCRIPTIONS

a. LINE ITEM XX01 - HUSBANDING SERVICES (ANCHORAGE AND PIERSIDE)

The HS Contractor shall provide husbanding services to ships visiting the ports in the Region covered by this contract. Line Item XX01 requires that the HS Contractor perform all services and provide all supplies necessary to fully comply with the tasks and responsibilities described at paragraphs 1-10 above unless a task or responsibility is specifically included in a separately-priced Line Item below. The HS Contractor's responsibilities under these Line Items start prior to the arrival of the ship and continue after the ship's departure.

The price for Line Items XX01 covers all regular and overtime labor of HS Contractor's personnel supporting the ships plus indirect expenses, including all management, overhead, office expenses, and profit for performing tasks required by these Line Items.

The husbanding fee is based on the Class of the ship and broken down by the First Day and Subsequent Day of the ship visit. A husbanding fee may be provided to the HS Contractor for services rendered prior to the ship's visit, i.e. assistance to the ship's logistics response team.

b. LINE ITEM XX02 - TRASH REMOVAL

1. Trash removal service is the collection and disposal of refuse (i.e., trash) including liquid, semi-liquid, or solid garbage. Refuse does not include explosives and incendiary waste, or waste contaminated by medical and radiological processes.

2. The HS Contractor shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse. The HS Contractor shall provide dedicated refuse bins to the ship. The HS Contractor shall collect all loose refuse placed adjacent to refuse bins. The HS Contractor shall immediately clean up any spilled refuse. The HS Contractor shall properly dispose of all collected refuse.

3. For ships at pier side, the HS Contractor shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulation, or barges alongside the ship. The HS Contractor shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.

4. For ships at anchorage, the HS Contractor shall remove trash at the times agreed to by the HS Contractor and Supply Officer. The frequency of removal shall be as follows:

SHIP CLASS	DAILY FREQUENCY
I, IA, IB	1
II	2
III	3
IV and V	Continuously Via Dedicated Barge when permitted

5. For trash collection at anchorage, the trash barge shall be available 24 hours a day (where not contrary to law or port regulation) with suitable self-fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

6. For trash collection by barge, the HS Contractor shall provide trash barges/scows (with tug service if barge is not self-propelled) for ships at anchorage. The barges shall be completely empty at time of arrival at the ship. In situations where an empty barge is not available, the contractor shall provide a system to measure the volume of trash deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of the trash. All trash barges/scows shall be properly fendered to prevent damages to U.S. Government vessels. The HS Contractor shall have ready access to sufficient barges and equipment to support at least two (2) ships at anchorage simultaneously. The barge's crew shall be entirely responsible for the tending of lines and for barge's security. The movement of trash from the ship to the barge shall be performed with care by the ship's sailors and in the manner ensuring the safety of the HS Contractor's crew and barges. Any instances of unsafe practices shall be brought to the attention of the ship's Commanding Officer, to ensure that corrective and preventive action is taken.

7. In instances of bad weather or emergency where the ship must depart on short notice, the HS Contractor shall remove barges within four hours of being directed to do so by the ship. Should a vessel with a trash barge alongside experience an emergency where the ship must depart, the SUPPO will advise the HS Contractor at least four (4) hours in advance for the barge pick-up at no additional cost to the U.S. Government.

8. The HS Contractor shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The HS Contractor is also responsible to follow any environmental regulations required by each country. The HS Contractor is required to keep all disposal certificates and shall make them available to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore upon request.

9. Whether at anchor or pierside, U.S. Government personnel will dump the trash on the barges or in the containers.

10. Any spillage of refuse in the course of the removal operations shall be cleaned up immediately by the HS Contractor. Refuse containers, when used and when emptied, shall be returned to their original position with the lids (if any) replaced thereon.

11. The HS Contractor shall be paid based on the ACTUAL CUBIC METERS of trash removed. The HS Contractor shall be entitled to bill for 60 CM under sub lot line items XX02AC where the actual volume of trash removal is less than 60 CM (per order).

12. Where trash is required to be segregated, the Ordering Activity shall be required to segregate the material at the time of disposal. The HSP shall be responsible for providing separate containers for each vessel, clearly marked with the required categories and for informing the Ordering Activity, upon arrival, that segregation is required. If the Ordering Activity does not segregate trash as required, the HSP shall inform the Ordering Activity and Logistic Support Representative (LSR) prior to departure and bill for the cost of trash segregation under Line Item XX20, Incidentals within 48 hours after the vessel's departure.

c. LINE ITEM XX03 – FLEET LANDING

1. When ordered by the ship, the HS Contractor shall furnish services/supplies for the fleet landing area. The following is a list of the basic supplies and services that a ship may need. It doesn't cover all the services that may be ordered by a ship for fleet landing.

2. FLEET LANDING. HS Contractor shall provide the sub-line items specified in this Line Item and shall provide a unit price for each sub-line item. The unit price shall be per day for each item. Mobilization/demobilization charges shall be included in sub-line item price.

   The Fleet Landing LOT consists of the following:
   a. One (1), 40-feet refrigerator unit or two, 20-feet refrigerator units, with required power to operate the units.
   b. PORTABLE TOILET UNIT SERVICES. The unit price shall be for a single commode and one (1) urinal. The daily rate shall include pumping and cleaning as many times as necessary to ensure clean, sanitary condition and providing all chemicals, cleaning products and toilet paper. The HS Contractor shall check toilet facilities at least every six (6) hours to ensure cleanliness.
   c. PORTABLE ELECTRIC GENERATORS. The HS Contractor shall provide a portable, gasoline powered, electric generator capable of supplying power to portable lighting and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). Generator shall be at least 5KW with circuit breaker protector. Daily rate includes fuel, oil, and necessary consumables to operate the generator, transportation, set-up, dismantling and labor.
   d. Chairs (each per day)
   e. Long tables - approximately 2 meters in length (each per day)

   Any other supplies, services or quantities of supplies and services other than those listed above shall be provided in accordance with the procedures set forth in LINE ITEM XX20.

d. LINE ITEM XX04 – BROW SERVICES

1. Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The HS Contractor shall provide the brows specified in the schedule as ordered by the ship. A range of brow sizes is provided in each of the sub lot line items of lot line item XX04. All brows provided by port authorities, host nation, or US Government shall be billed at cost as port tariff items. Mobilization, demobilization, setup and placement shall be included in the proposed unit price of all XX04 sub lot line items. In cases where brows are provided by port authorities, host nation, or US Government free of charge, at reduced cost, or for mobilization/demobilization costs only; these costs will be reimbursed without additional fees or markup.

2. Due to the height difference between the submarine deck and pier, the HS Contractor provided submarine brow (must afford personnel a smooth and safe transit when entering or exiting the submarine deck. The submarine brow must be capable of supporting shore power cables without damaging the cable.

3. Brows shall be provided free of charge by Royal Navy Liaison Office (RNLO) in Sembawang port for ships berthed at piers 5, 6 , and 7.

4. The HS Contractor shall be entitled to bill for 4 hours of usage under this line item when actual usage is less than 4 hours (per order). Billing for brows shall be calculated up until the scheduled time of departure. Discrepancies, if any, between the number of hours billed at the pre-sailing visit and the actual number of hours used shall be invoiced and paid in accordance with the procedures in OC-1, Invoices and Payments, and the PWS paragraph 9.l. The order of priority of usage in paragraph 10.g. applies.

5. Mobile Crane Services

The HS Contractor shall provide mobile crane services (shore crane) with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each mobile crane ordered.

Crane services under this Line Item are for land cranes only. Floating cranes are to be provided and billed under Line Item XX20 procedures if required.

6. Forklift Services

The HS Contractor shall provide forklift services with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. Upon the Supply Officer's request, the HS Contractor shall provide information concerning forklift/lifting capacity. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered.

e. LINE ITEM XX05 – SHIP MOVEMENT SERVICES

1. The HS Contractor shall arrange pilots, tugs, and line handlers as ordered. The HS Contractor shall coordinate with port authorities, as necessary, to ensure that the services are available at the times requested. It should be noted that the port authority or other authorized sources provide these services, and are, therefore, to be priced in accordance with current tariff rates.

2. The HS Contractor shall provide tugs to bring ships to and from berthing locations. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

3. Only if pilots, tugs, or line handlers are not available through the port authority, the HS Contractor shall use commercially available sources and priced in accordance with the unit quantities indentified in the pricing schedule (LINE ITEM XX05AA, XX05AC, XX05AD and XX05AG).

f. LINE ITEM XX06 – WATER FERRY/TAXI SERVICES

1. The HS Contractor shall provide water taxis to transfer ship personnel to and from the ship and the fleet landing in accordance with Attachment 16 - Water Taxi Specifications. At the commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule. The HS Contractor shall provide water taxi service when the vessel is expected to be at anchorage for twenty-four (24) hours or more. Water taxi service shall be always available, with the exception of inclement weather, during the two (2) one-hour meal breaks and during refueling. At the commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule.

2. The hourly rate for taxi water service shall include a minimum of two (2) qualified operators (a driver and one other operator), any other helpers or crew members required by local authorities, all insurance, fuel, holiday surcharges, overtime, and other operating expenses. Operator qualifications are set forth in paragraph (16) below.

3. Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the ship. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection. The HS Contractor shall be entitled to a six (6) hour minimum rental fee in cases where actual usage is less than 6 hours (per order).

4. Deleted

5. If the HS Contractor cannot provide the size of water taxi ordered, the HS Contractor shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event the ship will be charged for the size of the water taxi ordered. For example, if one (1) 250-pax water taxi is ordered and is not available, then two (2) 125-pax water taxis shall be provided for the rate of one (1) 250-pax water taxi if acceptable to the Ordering Officer.

6. The HS Contractor shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the port or the country in which the port is located. Apart from compliance with local laws and regulations, the HS Contractor shall meet all additional requirements as set forth throughout the PWS. Water taxi shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, and fitted for service required. Further, water taxi shall be in a clean condition when presented for service and shall be free of debris. The water taxi shall be sufficiently clean so as not to soil passengers, their clothing, or possessions with dirt, grease, oil, or other matter. If the water taxi does not meet the requirements of this paragraph as determined by the Ordering Officer, the U.S. Government shall have the right to reject the water taxi for performance of services.

7. The HS Contractor shall ensure that all water taxis are fully licensed, registered, and insured, including adequate liability insurance, in accordance with local laws and regulations.

8. Each water taxi shall be equipped with at least one clean and serviceable life jacket for each passenger and crewmember, and all jackets shall be stowed in a readily accessible place.

9. Except as otherwise specified herein, the service shall include all equipment needed to transport personnel between the vessel anchored in the outer harbor, or in the inner harbor, fleet landing, or any designated pier or berth within the port. If it becomes necessary to change the landing point of the water taxi (pier or berth) within the port, the HS Contractor shall dock at the new landing point. In the event this occurs, it will be considered to be a "Change" to the contract. Any entitlement to and any amounts of additional or reduced charges shall be determined pursuant to the clause entitled "Changes" that is part of Contract Terms and Conditions – Commercial Items (FAR52.212-4)".

10. All water taxis used by the HS Contractor shall provide overhead covering.

11. Before the commencement of any services under this contract, the HS Contractor shall make the water taxi available to the Ordering Vessel's Commanding Officer or designated representative for inspection.

12. The following information shall be conspicuously posted in English and the language of the country in which the port is located:

    a. Current operator's/captain's license.

b. Passenger/weight capacity limits notice.
c. Location of life jackets and other life saving equipment.
d. Location of all exits indicated in large letters.
e. Emergency procedures.

13. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

14. 'Adverse weather' conditions are weather conditions in which operations of water taxis are unsafe for passengers and shall be determined by the Commanding Officer, Command Duty Officer, Operations Officer, Officer of the Deck, or local port authority. Operation of the water taxi shall be in a safe and seaworthy manner. Operation of water taxis is not allowed under adverse weather conditions.

15. The consumption of alcoholic beverages shall not be permitted aboard the water taxi.

16. Operator Qualifications: All personnel or employees of the HS Contractor operating water taxis, shall have all certification required and issued by the law of the country in which the port is located for the operation of the type, class, or size of water taxi being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the water taxis are to be operated to ensure the water taxis are operated in a safe and seaworthy manner. At least one operator on each boat must speak English. The HS Contractor is required to provide a minimum of two (2) qualified operators for each water taxi at all times.

17. Security: During the term of this contract, the ship(s) to be serviced will provide adequate and sufficient security personnel for maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the ship's Commanding Officer or designated representative. When such naval personnel are embarked in a HS Contractor-operated water taxi, he will be responsible for the good order and discipline of naval personnel.
18. In the event of a water taxi breakdown, immediately prior to, or during a trip, the HS Contractor shall immediately provide a replacement water taxi that complies in all respects with this contract, at no additional cost to the U.S. Government. If a water taxi is not operable when required under this contract, the HS Contractor shall immediately provide at no additional expense to the U.S. Government, a replacement water taxi which complies in all respects with this contract.

19. Any personal articles or items found on the water taxi after completion of each trip shall be turned over to the ship's Security Officer or his direct representative.

20. To verify a claim by the HS Contractor for any damage or destruction caused by the U.S. Government, it shall be the responsibility of the HS Contractor to ensure that the water taxi is jointly inspected before and after each trip by the HS Contractor and an authorized representative of the U.S. Government.

21. When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

22. Inspection and acceptance criteria for water taxi services. The Commanding Officer or his designated representative of the ARMY/USS/USNS/USCG ship shall inspect and accept all liberty boats/water taxis prior to transporting any personnel. Each order for liberty boat/water taxi services is made on the basis that the request is to be considered a final order/obligation of the US Government only after each water taxi has been inspected and accepted by the ship's representative. The ship's Commanding Officer is solely responsible for the safety of his crew and the subsequent acceptance of liberty boat/water taxi services. Upon ships, Commanding Officer's security personnel can inspect the water taxi's personnel. The following features or components may be inspected prior to acceptance.

a. HULL
   i. Watertight integrity of weather decks, bulkheads, watertight closures and interior hull structure.
   ii. Superstructure (including masts and stacks).
   iii. Railings, bulwarks and their attachment to hull, especially guardrails and lifelines.
   iv. Provisions for drainage of seawater from exposed decks.

b. MACHINERY
   i. Main propulsion and auxiliary machinery essential to operation of craft.
   ii. Sea and bulkhead closure valves.
   iii. Bilge suction strainers and dewatering systems bilge pumps to be tested by operation.
   iv. Bilges free of flammable liquids.

c. ELECTRICAL
   i. Cables.
   ii. Navigation, deck and emergency lighting.
   iii. Rotating electrical machinery, e.g., generators and motors.
   iv. Storage batteries.

d. LIFESAVING EQUIPMENT
   i. Life preservers sufficient number for maximum capacity of craft, accessible and in satisfactory condition.
   ii. Life raft(s) and hydrostatic release (where applicable) sufficient for maximum capacity.
   iii. First aid kits, life rings and distress lights.
   iv. Distress signaling devices.

e. FIRE FIGHTING EQUIPMENT
   i. Fire pump subject fire hose to fire pump pressure.
   ii. Portable fire extinguishers.
   iii. Fixed systems, e.g., CO2 cylinders

f. STEERING APPARATUS

g. MTSC SYSTEMS AND EQUIPMENT
   i. Harbor charts.
   ii. Ground tackle and mooring lines.
   iii. Whistle/fog horn, bell.
   iv. Compass.
   v. Radar.
   vi. 2 way radio capable of bridge to bridge communications.
   vii. Current licenses.

23. In the event the U.S. Government rejects a water taxi, the U.S. Government shall not be liable for any costs the HS Contractor incurs in presenting said water taxi for inspection.

24. The HS Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for U.S. Government review and inspection.

g. LINE ITEM XX07 - GENERAL CHARTER & HIRE ITEMS

YOKOHAMA OR COMPARABLE TYPE FENDERS

1. The HS Contractor shall furnish Yokohama or comparable type fenders for all classes of ships in accordance with the Schedule of Supplies and Services. Fender size is not specified as this is a performance based service. Fenders provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX07AC). The fenders quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee PER Yokohama or comparable type fender, and there is another SUBLINE ITEM for all costs associated with installation, and removal of one fender, as well as round trip costs associated with transport of the fender from another port, if required.

2. Rental is on a daily(24-hour) basis, per fender. Installation, removal, and transportation are charged as a "lot" per fender. The HS Contractor shall be responsible for securing the fenders to the pier.

3. The HS Contractor shall provide fenders with a minimum of two (2) mooring lines.

4. Fenders shall be provided free of charge by Royal Navy Liaison Office (RNLO) in Sembawang port to ships berthed at piers 5,6, and 7.

5. Sub lot line item XX07AH is applicable only to submarine fenders. Sub lot line item XX07AB shall be used for all other class 1 vessels. Recognizing that mobilization/demobilization costs for submarine fenders (XX07AH) vary significantly from those of other type fenders, transportation charges for submarine fenders shall not be subject to the quoted transportation charges of XX07AG. Instead, all transportation, storage, setup, mobilization and demobilization charges associated with submarine fenders (XX07AH) shall be included in the quoted price of this sub lot line item.

INTERPRETER SERVICES

The HS Contractor shall provide interpreter services when ordered. The interpreter shall be fluent in both spoken and written local language and English.

OILY WASTE REMOVAL

1. Oily Waste is defined as any liquid petroleum product mixed with wastewater and/or oil in any amounts, which, if discharged overboard, would cause or show sheen on the water. The HS Contractor shall dispose of any combination of oily waste and grey water as oily waste.

2. Oily Waste is measured by Cubic Meter (1CM = 264.2 Gallons). The HS Contractor shall submit, as an attachment to the invoices for disposal services, a document verifying the quantity collected and the name of the disposal plant where the oily waste have been or will be disposed. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from the ship.

3. The HS Contractor shall comply with the environmental requirements of each country where oily waste is disposed and shall be liable for any costs incurred as a result of the HS Contractor's failure to comply with such requirements. The HS Contractor shall keep all disposal certificates and shall make them available to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore upon request. If the ship concurs with the volume, the ship will pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped. The HS Contractor will submit a request to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore for the difference, accompanied by disposal certificates. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore will investigate and resolve the issue, and will arrange for the ship to pay any amounts determined to be due.

4. Oily Waste Removal involves the collection of Oil and Aggregate Water generated by the ships. The requiring vessel will pump this waste into HS Contractor-provided tanks or barges. The HS Contractor shall provide all equipment and facilities required to remove oily waste, including hoses and connections compatible with the

ship being serviced. The HS Contractor shall provide hoses of sufficient length from equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

5. In all cases when a ship orders oily waste disposal services, the HS Contractor shall invoice and will be paid the contract schedule's minimum daily quantity of 60 CM for providing the disposal services, even if the oily waste quantity pumped and disposed that day is less than the 60 CM minimum quantity. Payments over the minimum daily quantity of 60 CM shall be for the amount of oily waste cubic meters removed at the appropriate per CM rate in the schedule. The HS Contractor shall not invoice any charge (either the daily minimum or the additional per CM rate) for ships that do not order disposal services.

6. In the event the HS Contractor subcontracts oily waste disposal, the HS Contractor shall be liable for any costs incurred as a result of the disposal operator's failure to comply with local requirements.

7. The HS Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed. The Government reserves the right to independently verify the volume of discharge using certified flow measuring devices.

8. When removal is done via barge, the HS Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

PRATIQUE/AGRICULTURAL SERVICES

The HS Contractor shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

PORT DUES

1. In some countries, the port authority or concessionaire charges port dues to the visiting ship. The port dues may be based on the length or based on the gross tonnage of the ship. Only 'FINAL' invoices will be accepted for payment.

2. Attachment (19) of the solicitation lists some of the unclassified agreements. However, this is not a complete list of all the relevant countries.

3. Clause OC-10, titled Host Country Agreements, outlines the limitation of the U.S. Government to pay for certain port dues, fees, or use fees.

4. Sub lot line items XX07AS and XX07AT are intended to provide a suitable landing area for ship's boats or water taxis, when ordered. items XX07AS and XX07AT are also intended to provide a suitable area, adjacent to the ship berth or water taxi point of debarkation, for placement and operation of the fleet landing lot items ordered under lot line item XX03. The fleet landing sub lot line items are detailed in the PWS paragraph c.2.

5. Sub lot line items XX07AQ, XX07AS, XX07AX, and XX07BA shall only be used when the port is not publicly owned/operated.

STEVEDORE SERVICES

The HS Contractor shall provide stevedores for general labor. Billing shall be at the hourly rate for worker.

BREASTING BARGES

1. The HS Contractor shall furnish camels in accordance with the Schedule of Supplies and Services. The camels shall be flat surface platforms to be placed alongside the pier and sufficiently capable of breasting the ship away from the pier or from other ships.

2. The HS Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3. The HS Contractor shall place additional fenders between the breasting barge and the ship when requested.

4. Breasting barge size is not specified as this is a performance-based service. The HS Contractor is responsible, as part of its understanding of the requirement, for determining the appropriate barge size for each combination of vessel class and berthing configurations required at each lot. Barges provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX07BF). The barges quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee for the barge, and there is another SUBLINE ITEM for all costs associated with installation, and removal of the barge, as well as round trip costs associated with transport of the barge from another port, if required.

5. Rental is on a daily (24-hour) basis, per barge. Installation, removal, and transportation are charged as a "lot" per barge.

LANDING BARGES

1. The HS Contractor shall furnish landing barges (i.e. pontoons) in accordance with the Schedule of Supplies and Services. The landing barges shall be flat surface barges for positioning at the stern or side of the vessel to serve as a loading/unloading platform for water taxi personnel or cargo; they shall not interfere with the operations of the ships' elevators or other equipment. Although landing barges are primarily used for class IV and V vessels, they may be ordered for use with any class vessel.

2. Landing barge size is not specified as this is a performance-based service. The HS Contractor is responsible, as part of its understanding of the requirement, for determining the appropriate barge size for each combination of vessel class and berthing configurations required at each lot. Barges provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX07BN). The barges quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee for the barge, and there is another SUBLINE ITEM for all costs associated with installation, and removal of the barge, as well as round trip costs associated with transport of the barge from another port, if required.

3. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

4. Rental is on a daily (24-hour) basis, per barge. Installation, removal, and transportation are charged as a "lot" per barge.

h. LINE ITEM XX08 - COLLECTION, HOLDING, AND TRANSFER (CHT)

1. The HS Contractor is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships throughout the area covered by this contract. The HS Contractor shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The HS Contractor shall be responsible for the supervision of the collection, transportation and disposal services to avoid any overflow of waste on the barge and at the pier. Services shall commence upon ship's arrival whether, at anchor or pierside. The HS Contractor shall pre-position CHT barges, when necessary, in accordance with force protection or other requirements.

2. The HS Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3. The HS Contractor shall remove sewage from the ship in HS Contractor-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

4. The HS Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT. The Government reserves the right to use its own metering device to verify measurement of sewage discharge. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from the ship.

5. The HS Contractor shall provide CHT hoses of sufficient length from HS Contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6. The HS Contractor shall properly dispose of all sewage. CHT collection, removal and disposal shall be priced based on the following conditions:

    a. (XX08AA) – CHT BY TRUCK: The husbanding HS Contractor shall provide services when the visiting ship is at pierside.

    b. (XX08AB) – CHT BY BARGE: The husbanding HS Contractor shall provide services when the visiting ship is at anchorage or the port authority has issued a directive stating that service must be performed by barge or the barge has been ordered by the ship. The HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

7. The CHT service shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the contractor shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT.

8. The HS Contractor will be guaranteed a minimum daily quantity of 60 cubic meters for providing these services even if the actual cubic meters of CHT removed is lower than 60 cubic meters. Note: 264.2 gallons = 1 CM (cubic meter).

9. The HS Contractor shall submit, as an attachment to the invoices, a document (certified by the ship's personnel) that indicates the quantity collected and the name of the disposal plant where the CHT will be disposed. The Government reserves the right to independently verify the actual volume of CHT discharged using a certified flow measuring device.

10. The HS Contractor shall request the ship's personnel to verify all removal figures at time of CHT collection. The HS Contractor shall follow any environmental regulations required by each country. If the ship concurs with the volume, the ship will pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped or 60 cubic meters per day, whichever is greater. The HS Contractor shall submit a request to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore for the difference, accompanied by disposal certificates. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore will investigate and arrange for payment of any additional amounts that are determined to be due.

11. The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the HS Contractor's report in writing. The HS Contractor is also responsible to keep all disposal certificates and shall make them available to Contracting Officer upon request.

12. In addition, the following applies specifically to Lot 20, Hong Kong:

    The HS Contractor shall discharge all CHT collected from the ship to the Hong Kong SAR Government designated discharging location. The prices for lot line item 2008AA and 2008AB on the Attachment 2 schedules shall be understood to require all the Collection Holding Transfer Sewage Removal and Disposal services described under this Performance Work Statement paragraph 11.h. but for the actual disposal/discharge costs. The disposal/discharge costs will be separately paid as a port tariff item.

i. LINE ITEM XX09 - FRESH POTABLE WATER

Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

1. Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See Attachment #18.

2. Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

    a. These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at these websites: http://www.epa.gov/OGWDW and http://www.tdh.state.tx.us/bfds. The HS Contractor shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

    b. The HS Contractor shall provide for the delivery of fresh potable water to the ships as ordered. The HS Contractor shall be paid for the amount of water ordered by the vessel. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, CERTIFIED METERING DEVICES.

    c. Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraphs (2)(a) and (2)(b) above. If the water source does not meet the requirements of potable water, the HS Contractor shall be required to provide water from an alternate approved source at no increase in the contract price.

d. Potable water pierside shall be delivered by pipeline if available. If pipeline is not available, potable water pierside shall be delivered by truck or barge and the ship will be charged in accordance with SUBLINE ITEM XX09AB. If a vessel is at anchorage SUBLINE ITEM XX09AC applies.

3. The HS Contractor shall be paid based on the ACTUAL METRIC TONS of potable water received on the ship. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities provided to the ship.

4. If potable water delivery is via barge, the HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position water Barges, when necessary, in accordance with Force protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

5. **BOTTLED POTABLE WATER -** The HS Contractor shall provide for the furnishing of fresh, potable water in bottles. The husbanding Contractor is responsible for ensuring that the U.S. Army Veterinary has approved the products recommended to the ship's Supply Officer. Information on how to request and obtain sanitary inspection is provided as Attachment #17. The minimum order quantity for this line item is 100 liters.

j. LINE ITEM XX10 – SHIP'S UTILITY SERVICES

OIL BOOMS

The HS Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom. Billing for LINE ITEMs XX10AA and XX10AB shall be per meter. For example, a 300-meter oil boom would be billed at 300 meters per day.

Oil Booms are intended to act as a precautionary measure in case of inadvertent leakage from equipment otherwise in sound operating equipment. Oil booms are also intended to mitigate the environmental damages that may otherwise result from inadvertent leakage. The HS Contractor shall notify the Ordering Activity, upon receipt of a LOGREQ request, if deployment of an oil boom at the proposed mooring location is contrary to host nation or port authority regulation so that the order for the oil boom service can be cancelled. Cleanup and disposal of oil is a port authority function. If the HSP incurs charges for these services, they shall be billed as port tariff items on a reimbursable basis.

SHORE POWER (INCLUDES CABLES, CONNECTION, FUEL, AND OPERATORS) 450-480V, 60 HZ

The HS Contractor shall provide shore power to the ship using a port-provided, permanent connection system or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels. The HS Contractor shall provide all cables and make all power connections between the generator and ship. The availability of shore power shall be in accordance with the schedule established by the ship.

Sub Lot Line Items XX10AC, XX10AD, and XX10AE are to be used only if/when shore power provided by port authorities is, for any reason, not available or inadequate.

SHORE STEAM

The HS Contractor shall provide shore steam to the ship. This sub lot line item is performance-based. Shore steam provided to the ship may be provided by any means (boiler or generator) so long as the pressure of steam delivered to the vessel is approximately 100 PSI (standard commercial pressure) and of acceptable quality for the vessel. Pricing for provision of shore steam shall be on a TBD basis and should

include the boiler or generator, fuel for the generator, mobilization/demobilization, hoses, and adapters appropriate to the vessel type, and water (where required) for the generator or boiler. This item shall be billed on a daily basis.

k. LINE ITEM XX11 – LAND TRANSPORTATION (PERSONNEL) SERVICES

1. GENERAL REQUIREMENTS :

   a. All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured (including adequate passenger liability insurance). The HS Contractor is responsible for delivering all cargo and personnel to the correct location on schedule.
   b. Deleted

   c. The HS Contractor shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government shall have the right to reject the vehicle for performance of services. The HS Contractor shall ensure that each vehicle is jointly inspected before and after a trip by the HS Contractor and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

   d. If a vehicle is not operable when required under this contract, the HS Contractor shall provide, at no additional expense to the U.S. Government, a replacement vehicle within three (3) hours that complies in all respects with this contract.

   e. All vehicles shall include drivers.

2. BUS SERVICE

   a. The HS Contractor shall provide air-conditioned bus services on an hourly rate basis and bill under LINE ITEM XX11AA. The hourly rate shall include one driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

   b. The HS Contractor shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition when presented for service and shall be free of debris. The bus shall be sufficiently clean so as not to soil passengers, their clothing or possessions with dirt, grease, oil, or other matter.

   c. In the event of a bus breakdown, the HS Contractor shall provide within two hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

   d. Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's Ordering Officer.

   e. The HS Contractor shall be responsible for ensuring that the HS Contractor and an authorized representative of the U.S. Government jointly inspect before and after a trip each bus. The U.S. Government will not consider any claim for damage to a bus, which has not been inspected.

   f. The minimum bus capacity shall be 40 passengers.

   g. A minimum daily price of four (4) continuous hours shall apply for each bus ordered less any time associated with bus breakdown or getting lost.

h. Drivers must be familiar with the area, have an appropriate driver license, and speak English. In the event the driver is unable to speak English, the contractor shall furnish an English speaking rider on the bus.

3. VEHICLE RENTAL SERVICE

a. Vehicle Specifications, Maintenance, and Malfunctions

(i) The HS Contractor shall furnish "new" air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations.

Sedans or SUVs shall have a minimum capacity of four (4) passengers and 1600cc engine.

In the event a "new" vehicle is not available in certain countries, the contractor shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. Vehicles shall be priced on a daily rate, except as noted below. They shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full. The prices for vehicles rented are based upon an assumption that the vehicles will be returned with an empty tank of gas. Therefore ships will be charged for a full tank of gasoline at the time of rental. There shall be no surcharge applied to the commercial price of the fuel. Vehicles can be returned with any amount of gasoline. Ships shall not be responsible for returning the vehicle with a full tank of fuel, and the HS Contractor shall not be obligated to credit the ship for the remaining fuel.

(ii) The HS Contractor shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and be responsible for all emergency repairs and services.

(iii) Should any vehicle break down while in the U.S. Government's possession, the HS Contractor shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than three (3) hours later. The replacement shall take place either at the point of breakdown or at the HS Contractor's office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the HS Contractor's expense. The U.S. Government shall be credited an hourly rate, pro-rated on the daily rate, for the rental cost between breakdown and vehicle replacement.

b. Substitution of Vehicles

(i) If the HS Contractor does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the HS Contractor shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group B car is ordered but unavailable, and if no other Group B vehicle is available, the HS Contractor shall furnish a higher group vehicle at the price listed for the Group B vehicle originally ordered.
(ii) In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

c. General Description of Vehicle Types

(i) The vehicles shall meet the general description set out below:

Medium-size Sedan (Group "B"): 2 - 4 doors; 4 - 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Passenger Van (Group "M"): 9-passenger capacity; air conditioning; minimum 2000cc engine (except for Hong Kong where capacity is 7 passenger).

Cargo Van (Group "X"): 12 Cubic Meter volume capacity, air conditioning; minimum 2000cc engine.

Executive Sedan with Driver (Group "E"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan. This group requires an executive sedan and shall be provided with a driver. Drivers must be familiar with local area, and must speak English. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. No individual driver shall be required to drive more than 8 hours. Drivers must not have been driving within the previous 8 hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the daily rate, with the HS Contractor entitled to a minimum charge of 4 hours. The HS Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations by the provided driver. The daily rate shall be inclusive of the first 250 kilometers per day, all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals. The U.S. Government will reimburse the HS Contractor for additional costs in two cases: for highway tolls, and for the driver's overnight accommodation up to $120.00 or equivalent local currency, when required by U.S. Government business such as travel to another city, and upon presentation of an original invoice (using the online pricing application).

15-Passenger Buses with Driver (Group "Z"): All requirements concerning the rental of a vehicle with the driver described above in the "Executive Sedan with Driver" shall apply to this paragraph also.

d. Insurance and Liability.

(i) The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below.

(ii) The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

(iii) The HS Contractor and any Subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the HS Contractor, its subcontractors, its agents, or employees.

(iv) The HS Contractor shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The HS Contractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

(v) Paragraph (iv) shall not be construed as limiting the HS Contractor's liability to the amounts of the required minimum insurance coverage specified therein.

e. Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations.

f. Mileage and Deposit Charges. There are no mileage or deposit charges for the vehicles rented under this contract for all mileage travelled within a 250 kilometer radius of the ship berth (or departure point on the

pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity's needs. The HS Contractor shall be entitled to an additional half days' rental fee at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

g. Time Periods of Rental. Rental time shall begin once the vehicle and driver are available for use alongside the Ordering Activity. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than 8 hours straight. Drivers must not have been driving within the previous 8 hours.

l. LINE ITEM XX12 - TELEPHONE SERVICES AND COMMUNICATION EQUIPMENT

1. Landlines (LINE ITEM XX12AA): Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Installation charges shall be inclusive of all costs for installation and removal of landlines. Usage charges and port tariff fees associated with landline connections (LINE ITEM XX12AB) will be the actual charges computed in accordance with the local or national tariff.

2. Cellular Telephone Services (LINE ITEM XX12AC): Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under LINE ITEM XX28AC. The HS Contractor shall have readily available a minimum of 10 cellular telephones at a given time. Each mobile phone provided shall include an operating manual/instruction with published rates for usage. Airtime for mobile phones shall be included under LINE ITEM XX12AD. Usage charges associated with mobile phones (LINE ITEM XX12AD) will be the actual charges computed in accordance with the local or national tariff.

3. The HS Contractor shall provide pre-paid International Calling Cards for official use (LINE ITEM XX12AE).

4. SIM cards with prepaid airtime shall be provided where the ship or operating unit has mobile phones and desires only SIM cards for use in the specific port area. SIM cards provided under LINE ITEM XX28AF shall include activation of the SIM card. HS Contractors shall not be obligated to provide quantities of sub lot line item XX12AF in excess of quantities permitted by host nation law or regulation.

5. PWS paragraph 9.h. details the priority in providers to MWR support to Ordering Activities. Calling cards ordered under sub lot line item XX12AE shall be billed in the denomination of the card, adjusted to USD using the OANDA exchange rate for the date of the order as outlined in the PWS paragraph 9.f. without additional markup or fee.

m. LINE ITEM XX13, XX14 AND XX15 - FORCE PROTECTION BARRIERS/PERSONNEL/SUPPLIES

1. Heightened Vigilance: The HS Contractor shall be alert at all times in order to contribute to the protection of the ship and its crew. The HS Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The HS Contractor shall report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

2. The HS Contractor shall fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S.

Navy Ships, Units and Personnel. Upon request the HS Contractor shall identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the HS Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The HS Contractor shall arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

3. Contractor/Subcontractor Identification: The HS Contractor shall identify how contractor and subcontractor personnel will be recognizable to ship's personnel. This may be accomplished by a combination of picture ID, badges, uniforms, access lists, etc. The HS Contractor shall also identify how support vehicles/vessels will be marked so that they are readily identifiable to ATFP/ship's personnel.

4. See Attachments 7, 12, 13, and 14 for specific Force Protection requirements and procedures.

n. LINE ITEM XX16 – AIRPORT/CARGO & MATERIAL HANDLING (PORT HANDLING COSTS)

1. The HS Contractor shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

2. The HS Contractor shall use counter-to-counter delivery and charge by each Bill of Lading. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

3. Shipping documents shall be labeled "SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HS Contractor.

4. The HS Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel. The HS Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

5. The HS Contractor shall receive the package from the ship and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

6. The HS Contractor shall deliver the package to the ship the day of arrival in port or the following morning. The HS Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

7. The HS Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HS Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

PAINT FLOAT

The paint float shall be no less than 5M in length but, in all cases, large enough to provide a safe and stable working platform for the occupants. Scaffolding may be of any height less than 3.5M from the deck, so as to provide a working platform at least 4M from the waterline. The paint float shall be equipped with suitable self-fendering to prevent damage to the ship. The price of these fenders shall be included in the quoted price of the paint float. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. Rails shall be no less than 1M from the working platform. The working platform shall be equipped with anchor points for harnessing. The Ordering Activity shall be responsible for providing safety harnesses, for obtaining

permission from local authorities prior to all work on the paint float, and for cleanup/disposal of all hazardous material generated or released outside the paint float. The HSP shall notify the Ordering Activity of local regulatory requirements concerning paint floats, assist the Ordering Activity in submitting requests and passing required documentation to the local authority where permission is required to work on the paint float, and arrange for required cleaning of the paint float upon return. The ordering activity is responsible for securing the paint float from the time custody has been transferred to them until returned to the HSP or the ship departs, whichever is earlier.

LIGHT TRUCKS (LOT LINE ITEM XX16AB)

a. The HS Contractor shall provide covered, lockable trucks with a driver to load/off load cargo and mail. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and offloading.

b. The HS Contractor shall be responsible for security and prevent loss/damage/destruction of cargo and mail.

c. The HS Contractor shall return all items left in rental vehicles to the ship's Ordering Officer.

d. The HS Contractor shall obtain written acknowledgement of vehicle service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

e. The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cost, except where the loss or damage is cost by the willful and wanton negligence of the U.S. Government employee.

f. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than eight (8) hours. Drivers must not have been driving within the previous eight (8) hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the daily rate, with the HS Contractor entitled to a minimum charge of four (4) hours. The HS Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. The daily rate shall be inclusive of all mileage travelled within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor) , all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals.

g. The HS Contractor shall provide vehicle service with qualified drivers for official government business.

h. The HS Contractor shall provide one-way transfer vehicles with drivers to transfer cargo between a designated pick-up point and a specified destination within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity's needs. The HS Contractor shall be entitled to an additional half days' rental fee at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

i. The HS Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

j. The HS Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

k. If the unit of issue is by "Day", then the rental period shall constitutes 24 hours.

MANLIFT (WITHOUT OPERATOR)

The HS Contractor shall provide a manlift (without operator) and a full fuel tank. The HS Contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning. The HS Contractor shall conduct training on safety and operating procedures for ship personnel. The HS Contractor shall maintain documentation of ship personnel acknowledgement of the training.

o. LINE ITEM XX17 - PROVISIONS

(1) Provisions

Note: Orders for fuel and provisions are primarily ordered under other U.S. Government contracts. Use of these contracts for fuel and provisions (eg. DESC fuel contracts and DSCP-Pacific provisions contracts) is mandatory when available. If U.S. Government contracts are either unavailable or cannot make delivery within ship scheduling constraints the HS Contractor must receive prior permission from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer before providing these services to the ship, including mobilization. When requested by the ship, the HS Contractor shall pass these orders to the other U.S. Government Contractors involved. The ship's Supply Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may award contracts or purchase orders for these non-priced items to other U.S. Government contracts.

a. When requested by a ship, the husbanding HS Contractor shall assist in arranging for the timely provision of subsistence items. LINE ITEMs XX17AA through XX17AC identify the fees that will be paid the HS Contractor for arranging subsistence items. FFV shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using night soil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. Bread and Eggs must be in accordance with Attachment #11. The husbanding services HS Contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and local currency; and total price in U.S. dollars and local currency as indicated in the "INVOICING AND PAYMENT CLAUSE". (Example: 10 pounds tomatoes @ 2,50 euro/$1.00 USD per Pound = 25,00 Euro/$10.00 USD). Any delivery charges shall be shown separately. The HS Contractor shall use the conversation rate to convert Kilogram (KG) into US pounds (LB) is: 1 KG = 2.2046 LB.

b. If the total cost of FF&V and subsistence items ordered and received by a ship under this contract exceeds $10,000.00 for a port visit, the HS Contractor shall submit a report via e-mail to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the HS Contractor shall provide copies of all quotes obtained. This report is in addition to the LogSSR report.

c. The husbanding HS Contractor shall ensure that the sources recommended to the ships Supply Officer for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement.

d. Information on how to request and obtain sanitary inspection by the U.S. Government is provided as Attachment #17.

e. The HS Contractor shall retain documentation of inspection of sources recommended or selected as suppliers of subsistence items. Under no circumstances shall the HS Contractor recommend or offer for acceptance subsistence items from non-approved sources.

f. All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

g. The fee specified in sub lot line item XX17AA has a unit of issue of 'EA' (each). This fee is for the arrangement of one line item of provisions, not for a quantity of one provision. For example, if one provisions order contained ten different line items and a quantity of five for each line item, the HS Contractor would be entitled to bill under sub lot line item XX17AA for a quantity of ten with a unit of issue 'EA'.

p. LINE ITEMS XX18 - FUEL

1. Orders for fuel and provisions are primarily ordered under other U.S. Government contracts. Use of these contracts for fuel and provisions (eg. DESC fuel contracts and DSCP-Pacific provisions contracts) is mandatory when available. If U.S. Government contracts are either unavailable or cannot make delivery within ship scheduling constraints the HS Contractor must receive prior permission from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer before providing these services to the ship, including mobilization. When requested by the ship, the HS Contractor shall pass these orders to the other U.S. Government Contractors involved. The ship's Supply Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may award contracts or purchase orders for these non-priced items to other U.S. Government contracts.

2. Other procedures apply as follows:

(a) Fuel (MGO/F76)

(i) Ships may order fuel, as described in paragraph 1 above, with the assistance of the HS Contractor. The HS Contractor shall advise the Supply Officer of available bunkers, or existing fuel contracts issued by Defense Energy Support Center (DESC) or Navy Operational Logistics Support Center. If requested by the Supply Officer, the HS Contractor shall pass fuel orders to the appropriate fuel supplier, and will coordinate delivery. The DESC Overseas Ships' Bunkers Contract Bulletin SP0600-02-0013 may be accessed at http://www.desc.dla.mil/DCM/DCMPage.asp?PageID=227 . Disagreements between any DESC Contractor and the HS Contractor shall be forwarded to the DESC Contracting Officer through Logistic Supply Center Fuel Manager specified at the time of award for each region. HS Contractors who buy fuel through other than government sources when available without express authority in writing from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer do so at their own risk. If the HS Contractor is authorized to provide fuel, U.S. Government shall not reimburse the HS Contractor for more than what the U.S. Government cost through approved DESC contracts would have been unless authorized by the Contracting Officer. The HS Contractor is required to provide any security vetting for DESC contractors in order to facilitate performance.

(ii) In the event that no U.S. Government or foreign Government owned bunker is available, or no DESC or NPO available contracts meets a ship's fuel requirement, or as directed in writing by the Contracting Officer, the HS Contractor shall assist the ship in arranging the procurement of fuel. The HS Contractor shall not provide any fuel or fuel-related service e.g., fuel barge or fuel truck, without first receiving specific advance approval to do so from a NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. This fuel shall be provided in accordance with Attachment # 15. The HS Contractor shall provide a fuel barge or truck to transport fuel to the ship, if required. LINE ITEMs XX18AA through XX18AD identify the fees that will be paid the HS Contractor for arranging fuel requirements. The HS Contractor shall be liable for any costs should the fuel provider fail to properly employ oil spill booms as required by local authorities or fails to comply with any local laws or regulations relating to the provision of fuel. Fuel caught in oil booms will be properly disposed. The HS Contractor shall be liable for any costs should the fuel provider fail to employ properly oil spill booms as required by local authorities or fails to comply with any local laws or regulations relating to

the provision of fuel. The HS Contractor shall deliver fuel "free on board" the ship whether at pierside or at anchor. The invoice shall indicate the unit and total price for the fuel and the price for the delivery of fuel to the ship. The contractor shall also include a statement with each invoice entry for fuel purchased from the contractor that identifies who directed it to provide the fuel and the preliminary steps taken by the contractor to ensure that government-owned fuel or fuel from a DESC contract was not available to satisfy the ship's requirement.

(iii) Other than the price specified under LINE ITEM XX18AA Fee for Acquiring Fuel and LINE ITEM XX18AC Fuel Delivery/Other, no additional fees shall be added to the price of LINE ITEM XX18AB Fuel, TBD. The HS Contractor shall be reimbursed at cost for the TBD purchase price of fuel and for delivery without additional markup.

(iv) In recognition of the fact that fuel is sold by weight (metric tons) and by volume (gallons or liters), the HS Contractor shall ensure all United States ships are provided with a fuel invoice and the appropriate customs certification demonstrating the quantity of fuel provided in metric tons and in gallons or liters. In the event that the HS Contractor is ordered to provide fuel, all terms and conditions of the fuel provider shall be provided to the Ordering Officer in the pre-arrival cost estimate or prior to the order being finalized if the fuel services are ordered after the pre-arrival cost estimate has been provided. For example, if a ship places an order for fuel and the fuel provider has a term or condition that requires the full quantity to be pumped into the requiring vessel without return of any fuel to the provider, this condition must be disclosed to the Ordering Officer in the pre-arrival message.

(v) The HS Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier. The cost for all barge inspections will be included in the fee for LINE ITEM XX18AC.

(vi) The HS Contractor shall load the ordered fuel and transport to the ship. The HS Contractor shall transfer the fuel from the fuel barge or truck to the ship. The HS Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

(vii) The HS Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

(viii) Excess Fuel Procedures: Demurrage charges accrue when the entire quantity of fuel ordered cannot be delivered on or before the date and time specified in the fuel order. Demurrage charges do not accrue when fuel cannot be delivered due to the fault of the service provider (e.g. pumping rate of the barge inadequate to deliver fuel within the time specified by the order). See PWS paragraph 3.i. for further details. Pricing of XX18AD is in units of DAY and the compensation covers the daily cost of the barge used to deliver the fuel (regardless of the amount of fuel remaining in the barge). Since the great majority of fueling evolutions are via barge, the price of demurrage by barge should be used vice the demurrage price by truck. All required customs clearances are to be included in item XX18AA, Fee for Acquiring Fuel. If the ship does not offload all of the fuel ordered, the HS Contractor shall store the excess fuel and diligently attempt to sell it as soon as practicable. The HS Contractor shall receive a storage fee (demurrage) for no more than three (3) days. The HS Contractor shall receive a fuel disposal fee on a reimbursable basis upon presentation of vendor invoice for disposal services.

(ix) All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

q. LINE ITEM XX19 – OTHER PORT SERVICES

LOGISTIC SUPPORT TO GOVERNMENT TEAMS

a. Note: This Line Item is for logistics support in connection with ship visits to a port area. U.S. Government teams conduct surveys in a variety of ports in the Region. The U.S. Government may require the assistance of the HS Contractor in the ports to be surveyed.

b. The HS Contractor shall assign an individual to participate in and assist with logistical arrangements for a team that will perform the survey. This team may visit a variety of ports in advance of ships' visits to assess the force protection levels of the port and to perform related functions. The HS Contractor's assistance shall include providing logistical support as requested by the U.S. Government, coordinating access and interviews with local officials, local husbanding services, and support Contractors, coordinating necessary translation services for the team, and assisting in the development of a final assessment report.

c. The HS Contractor shall invoice port surveys at the subsequent day husbanding fee for a Class II ship in the port. In addition, the HS Contractor shall be reimbursed for economy class air transportation and daily per diem rate that includes lodging, meals and other related expenses. The per diem rates shall be those set forth in the Joint Travel Regulation (JTR).

d. Other HS Contractor out-of-pocket expenses related to the service(s) and anticipated by the HS Contractor will be invoiced and reimbursed at cost. The HS Contractor shall submit all receipts, invoices or other valid documents to support the incurred expenses. The HS Contractor shall not pay for hotels, meals, rental vehicles, telephone expenses and any other expenses that the U.S. Government team members may incur and for which they can be reimbursed under their U.S. Government travel orders.

e. If a delivery order with a "Not to Exceed " (NTE) amount is issued for the logistic support services, the HS Contractor shall promptly advise the NAVSUP Fleet Logistics Center Yokosuka or its sites' Contracting Officer and withhold performance if he expects to exceed this amount.

TENT WITH EQUIPMENT FOR SPECIAL EVENTS (INCLUDES TABLES, CHAIRS, LIGHTING AND FANS

The HS Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels. The HS Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills. The HS Contractor shall remove all provided equipment upon completion of services.

r. LINE ITEMS XX20 - INCIDENTALS

1. Incidentals: The HS Contractor shall arrange for incidentals using the Online Pricing Application, as further described in Attachment 8 and paragraph 3(o) above. Incidentals are supplies and services not priced on the Schedule of Supplies and Services or Port Tariff schedule that are within the scope of the contract, and are required during the course of the husbanding visit. Historical examples of items ordered that would be considered incidentals are listed at the bottom of each schedule in Attachment 2. Incidentals shall not exceed $50,000.00 per port visit unless prior permission is granted from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. The HS Contractor shall not be separately or additionally compensated for profit or mark-up on the prices of these items or for any other charges or fees associated with acquiring the supplies or services other than the price the HS Contractor pays its supplier for the supply or service except as the HS Contractor chooses to include allowances for any such profit, charges, or fees in the daily price for the Management Services or as part of the process proposed by the HS Contractor for implementation of the Online Pricing Application methodology for offering incidentals at fair and reasonable prices. The HS Contractor shall arrange for incidentals as described below:

a. Providing supplies and services. At the request of an Ordering Activity, the HS Contractor shall arrange for incidentals that are within the scope of the contract, are not pre-priced on the Schedule of Supplies and Services (Attachment 2), and are required during the course of the husbanding visit. In cases where sub lot line items do not exist under the corresponding lot line item in some lots, but exist under line items in other lots of the Attachment 2 schedules, the Government reserves the right to order these items within the scope of the contract, if required, as incidentals using the online pricing application. The contractor shall conduct necessary market research, contact potential suppliers, obtain price quotations, and, based on the information, provide an estimated price for the supply or service to the Ordering Activity and the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer using the Online Pricing Application. The HS Contractor shall not provide any incidental supplies or services until the HS Contractor and the Ordering Activity or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer agree on a fair and reasonable price for the supplies or services. For non-priced items with extended price less than $25,000, either the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka or its sites' Contracting Officer may determine if a quoted price is fair and reasonable. For non-priced items with an extended price greater than $25,000, only the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. At that point the Ordering Activity shall issue an order to the HS Contractor directing that it provide the supply or service in support of the husbanding visit at the agreed price. For supplies or services having an extended price (unit price multiplied by quantity) over $3,000, the HS Contractor must provide documentation to the Ordering Activity or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer, via the Online Pricing Application, that it has promoted competition to the maximum extent practicable. If the HS Contractor proposes the use of organic assets (HS Contractor-owned assets) at an extended price (unit price multiplied by quantity) over $3,000, the HS Contractor must additionally provide documentation to the Ordering Activity or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer, via the Online Pricing Application, that the price for use of the organic asset does not exceed the price for locally available assets that could be used to otherwise satisfy the requirement. When proposing to use an organic asset, the HS Contractor shall also provide a commercial pricelist, if available, showing the daily or hourly rates, inclusive of all operational and maintenance costs, that the HS Contractor charges other customers for use of the organic assets. Prices charged to the Government shall not be higher than the price for the same or similar services provided to other customers. The HS Contractor's use of the Online Pricing Application in accordance with Attachment 8 will be evaluated based on the criteria established in QASP and agreed upon as part of the HS Contractor's proposed process for determining fair and reasonable prices.

b. All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting Officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

c. Incidentals considered within the scope of this contract are defined at the description of contractual scope, paragraph 10.

s. LINE ITEM XX21 – OPERATIONS OTHER THAN WAR

* See attachment (9) PWS OOTW, for specific instructions.

t. LINE ITEM XX22 – COST REPORTING

1) See Attachment (8) PWS Cost Reporting, for specific reporting instructions.
2) All billing and cost reporting shall be made in the units specified in the respective LINE ITEMs.
3) **HS Contractor shall enter and report ALL expenditures under this contract (regardless of customer or ordering activity) into LogSSR and all non-priced expenditures other than port tariff (PT) items using the online pricing application in accordance with Attachment (8) PWS Cost Reporting.**
4) **The pre-arrival cost estimate is part of the Cost Reporting Lot Line Item. Requirements for the pre-arrival cost estimate report are described in Attachment (8).**

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00006	19-Mar-2012	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0016
	X	10B. DATED (SEE ITEM 13) 27-Jul-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.212-4(c) Changes

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nysjll011210134

1. The purpose of this modification is to incorporate Manado, Beo and Ondong into Lot 24 Indonesia, All Other Ports.
2. Attached Attachment 2 has been updated to reflect the change and unit of issue of XX07BC has been corrected.
3. All other terms and conditions remain unchanged.

For the purpose of electronic distribution, the signed modification by GDMA on 20 March 2012 is herby incorporated by reference.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 20-Mar-2012

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00005	22-Feb-2012	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0016
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 27-Jul-2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: nysmmt01128044

1. This modification is issued to correct the FSC codes in PD2.
2. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
_____ (Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 23-Feb-2012

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 0003
The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code AAC has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 0003AA
The WSC Equipment code has changed from 000 to AAC.

SUBCLIN 0003AB
The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 0003AC
The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code AAC has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 0003AD
The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code AAC has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 0003AE

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code AAC has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 0003AF

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code AAC has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 1002AA

The WSC Equipment code has changed from 000 to AAC.

INSPECTION AND ACCEPTANCE

The Acceptance/Inspection Schedule for CLIN 0003 has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The Acceptance/Inspection Schedule for SUBCLIN 0003AA has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The Acceptance/Inspection Schedule for SUBCLIN 0003AB has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The Acceptance/Inspection Schedule for SUBCLIN 0003AC has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY

N/A	N/A	N/A	Government

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The Acceptance/Inspection Schedule for SUBCLIN 0003AD has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The Acceptance/Inspection Schedule for SUBCLIN 0003AE has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The Acceptance/Inspection Schedule for SUBCLIN 0003AF has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The Acceptance/Inspection Schedule for SUBCLIN 1002AA has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00004	06-Oct-2011	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0016
	X	10B. DATED (SEE ITEM 13) 27-Jul-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.212-4(c), Changes

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt0112299

1. The purpose of this modification is to incorporate the port of Hydrographic Center to Lot 35, All Other Ports of Malaysia with the same prices of Lot 35.

2. Replace new Attachment 2, Schedule of Services for Lot 35. Changes are highlighted in green.

3. There is no change in the amount of the contract as a result of this change.

4. All other terms and conditions remain unchanged.

"For the purpose of electronic distribution, the modification signed by Glenn Defense Marine (Asia) Pte Ltd on 6 Oct 11 is hereby incorporated by reference."

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 06-Oct-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00003	06-Sep-2011	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0016
	X	10B. DATED (SEE ITEM 13) 27-Jul-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nysjll011124582

1. This modification is issued to reflect the correct numberings under Lot 29 in the Schedule of Supplies and Services. See attached revised Attachment 2.
2. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY (b)(6), (b)(7)(C) (Signature of Contracting Officer)	05-Sep-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 144

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	18-Aug-2011	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0016
	X	10B. DATED (SEE ITEM 13) 23-Jun-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: nyssnk011121262

1. This modification is issued for the following:
2. P00001 is deleted in its entirety.
3. Administrative changes to the Performance Work Statement are incorporated and are highlighted in "Yellow".
4. The replaced attached pages shows the revised paragraphs highlighted in yellow of this contract.
5. Attachment 2 has been updated to match line item structure.
6. There is no change in the prices.
7. All orders placed and in progress prior to the release date of this modification shall continue to be processed using the original contract Attachment 2 schedules. All orders placed on or after the release date of this modification (0002) shall be processed and reported using the Attachment 2 schedules included with this modification.
8. This is an administrative modification that does not change the substantive rights of either party. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 18-Aug-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The 'issued by' organization has changed from
US FLEET AND INDUSTRIAL SUPPLY CENTER
(CODE 200)
CONTRACTING DEPARTMENT
PSC 473 BOX 11
FPO AP 96349-0011
to
NAVSUP FLC SINGAPORE OFFICE
CONTRACTING DEPARTMENT (CODE 250)
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

The effective date has changed from 23-Jun-2011 to 27-Jul-2011.

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0003AA
The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 1002AA
The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 1002AB
The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.

The MDAP/MAIS Code 000 has been added.

SUBCLIN 1002AC

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 1002AD

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 1002AE

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 1002AF

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

CLIN 2002

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 2002AA

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 2002AB

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 2002AC

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 2002AD

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 2002AE

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 2002AF

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.

The MDAP/MAIS Code 000 has been added.

CLIN 3002

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 3002AA

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 3002AB

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 3002AC

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 3002AD

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 3002AE

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 3002AF

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

CLIN 4002

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 4002AA

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 4002AB

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 4002AC

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The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SUBCLIN 4002AF

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code 000 has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

The following have been modified:

ATTACHMENTS

INDEX OF ATTACHMENTS

(1) Ship Types
(2) Schedule of Supplies/Services and Prices
    a. Region 1 – South Asia
    b. Region 2 – Southeast Asia
    c. Region 3 – Australia and the Pacific Islands
    d. Region 4 – East Asia
(3) Historical Data for Ship Visits
(4) Past Performance Matrix
(5) Past Performance Reference Information Sheet
(6) Performance Work Statement (PWS) for Husbanding Services
(7) Performance Work Statement (PWS) for Force Protection
(8) Performance Work Statement (PWS) for Cost Reporting
(9) Performance Work Statement (PWS) for Operations Other Than War (OOTW) and Logistical Support
(10) Quality Assurance Surveillance Plan (QASP)
(11) Quality Assurance for Provisions
(12) Floating Line of Demarcation (FLD) Specifications
(13) Picket Boat Operations and Specifications

(14) Security Guard Operations
(15) Fuel Specifications
(16) Water Taxi Specifications
(17) Request for Sanitary Inspection
(18) National Primary Drinking Water Regulations and Treated Water Quality Standards
(19) Unclassified Host Nation Agreements
(20) Government Material Available for Use

ATTACHMENT 1
SHIP CLASSIFICATIONS (DESCRIPTION OF SHIPS BY CLASS AND TYPE)

SHIP TYPES
U.S. NAVY AND COAST GUARD SHIPS
LISTED BY SCHEDULE PRICING CLASSES

Class I **U.S. Navy**	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew
SSBN 726-743	36(11)	560(171)	42(10)	18,750	155
SSN 21-22	35(11)	353(107)	40(12)	9,297	133
SSN 642	32(10)	425(130)	33(10)	8,382	120
SSN 683, 686	29(9)	300(91)	32(10)	4,715	107
SSN 688, 690, 691, 698-701,705-711, 713-725, 750-773	32(10)	360(110)	33(10)	7,011	129

Class I **U.S. Coast Guard**	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew
WAGB-10-11	28	399	84	13,194	139
WHEC 715-725		378	43	3,250	167
WIX 327		295			200

CLASS I	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew
T-ATF	16(5)	196(60)	39(12)	1,675	24
ATS	15(5)	283(86)	50(15)	3,117	102

Class IA **U.S. Navy**	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew
AGSS 555		152		861	27
PC 2-13	8	170	25	334	28
PC 14	9	179	25	387	28

Class IA **U.S. Coast Guard**	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew
WLM 551-564	8	175	36	845	18
WLM 540		133			24
WPB 1301-1349		110	21	154	16
WPB 87301-87319		87	20		10
WPB 82312, 82333, 82336, 82338-82339, 82342-82344, 82347, 82349, 82352-82353, 82355-82356, 82358, 82360, 82366, 82368, 82372, 82374-82375		82	17	68	10

Class IB **U.S. Navy**	Draft ft(mt)	Length ft(mt)	Beam ft(mt)	Disp. tons	Maximum Crew
ARS 50-53	17(5)	225(69)	51(16)	3,335	100
MCM 1-14	12(4)	224(68)	39(12)	1,333	84
MHC 51-62	10(3)	188 (57)	36(11)	907	51

Class IB	Draft	Length	Beam	Disp.	Maximum
U.S. Coast Guard	ft(mt)	ft(mt)	ft(mt)	tons	Crew
WMEC 901-913		270			100
WLB 201-205	13	225	46	2,000	40
WMEC 615-630		210	34	1,000	75
WLB 277, 290-291, 297, 301-302, 306-309, 388-389, 392, 394, 395, 397, 401-402, 404-407	13	180	37	1,025	49

Class II	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
CG 47-73	31(10)	567(173)	55(17)	9,754	364
DD 963-973, 975, 977, 978, 980-982, 985, 987-989, 991, 992, 997	29(9)	563(172)	55(17)	10,059	382
DDG 51-78	33(10)	466(142)	59(18)	8,433	323
FFG 8, 9, 12-15, 19, 28, 29, 32, 33, 36-43, 45-61	25(8)	445(134)	45(14)	4,166	300

Class II	**DRAFT FT(MT)**	**LENGTH FT(MT)**	**BEAM FT(MT)**	**DISPLACEMENT TONS**	**MAXIMUM CREW**
AE 21-25	29(9)	512(156)	72(22)	17,500	316
T-AE 26-35	26(8)	564(172)	81(25)	20,500	225
TAF	29(9)	502(153)	72(22)	15,540	200
T-AFS	24(7)	581(177)	79(24)	16,500	225
AO	35(11)	640(195)	86(26)	40,000	300
TAO	35(11)	640(195)	86(26)	40,000	150
AOR	33(10)	659(201)	96(29)	38,100	345

Class III	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
AGF 3	23(7)	522	84(26)	13,634	665
AGF 11	23(7)	569	84(26)	16,405	1,353
AOE 1-4, 6-8, 10	39(12)	793(238)	107(32)	53,850	600
AS 39-40	29(9)	644(193)	85(26)	23,870	1,363
LCC 19-20	27(8)	634(190)	108(32)	19,177	842
LPD 4-10, 12-15	23(7)	570(171)	84(26)	17,273	1,320
LSD 36, 38, 39	19(6)	553(169)	85(26)	14,225	688
LSD 41-48	20(6)	609(186)	84(26)	16,195	515
LSD 49-52	20(6)	609(186)	84(26)	16,977	925

Class IV	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
LHA 1-5	26(8)	820(250)	106(32)	40,032	2,664
LHD 1-6	27(8)	844(254)	106(32)	41,150	3,002
MCS 12	32(10)	602(184)	84(26)	19,915	1,443

Class V	Draft	Length	Beam	Disp.	Maximum
U.S. Navy	ft(mt)	ft(mt)	ft(mt)	tons	Crew
CV 63-64	37(11)	1,063(324)	130(40)	82,097	5,630
CVN 65	39(12)	1,101(336)	133(41)	91,038	5,830
CVN 67	37(11)	1,052(316)	130(40)	83,316	5,597
CVN 68-75	39(12)	1,092(333)	134(41)	98,557	5,680

NOTES;

1. Class IA ships are defined as ships up to 179 ft. in length with a maximum crew size of 35.

2. Class IB ships are defined as ships from 180 to 270 ft. in length with a maximum crew size of 100.

3. The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

4. Displacement is expressed in tons and represents fully loaded displacement.

5. The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing. For this reason the variance of the actual number of personnel on the ship may be 40% less than this figure.

6. There may be certain variances between the data in this appendix and the actual configuration of ships deployed. However, such variances will be relatively minor.

7. The above listing was compiled from the Internet websites of the U.S. Navy and U.S. Coast Guard effective July 2000.

GLOSSARY OF TERMS AND ABBREVIATIONS

A.	SHIP AND CRAFT CLASSIFICATIONS
AD	DESTROYER TENDER
AE	AMMUNITION SHIP
AFDB	LARGE AUXILIARY FLOATING DRY DOCK (NON-SELF-PROPELLED)
AFDL	SMALL AUXILIARY FLOATING DRY DOCK (NON-SELF-PROPELLED)
AFDM	MEDIUM AUXILIARY FLOATING DRY DOCK (NON-SELF-PROPELLED)
AFI	AIR FORCE INSTRUCTION
AGF	MISCELLANEOUS COMMAND SHIP
AGMR	MAJOR COMMUNICATIONS RELAY SHIP
AGOR	OCEANOGRAPHIC RESEARCH SHIP
AGP	PATROL CRAFT TENDER
AGS	SURVEYING SHIP
AH	HOSPITAL SHIP
AK	CARGO SHIP
AO	OILER
AOE	FAST COMBAT SUPPORT SHIP
AOR	REPLENISHMENT OILER
AP	TRANSPORT
ARS	SALVAGE SHIP
ARSD	SALVAGE LIFTING SHIP
AS	SUBMARINE TENDER
ASPB	ASSAULT SUPPORT PATROL BOAT
ASR	SUBMARINE RESCUE SHIP

ATA	AUXILIARY OCEAN TUG
ATC	ARMORED TROOP CARRIER
ATF	FLEET OCEAN TUG
ATS	SALVAGE AND RESCUE SHIP
CG	GUIDED MISSLE CRUISER
CGN	GUIDED MISSLE CRUISER (NUCLEAR PROPULSION)
CO	CONTRACTING OFFICER
COR	CONTRACTING OFFICER REPRESENTATIVE
CRAFT	COST REPORTING AND ANALISIS FORCASTING TOOL
CV	ATTACK AIRCRAFT CARRIER
CVN	ATTACK AIRCRAFT CARRIER (NUCLEAR PROPULSION)
CVT	TRAINING AIRCRAFT CARRIER
DBMS	DIRECTOR OF BASE MEDICAL SERVICES
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
DESC	DEFENSE ENERGY SUPPLY CENTER
DEMOB	DEMOBILIZATION
DOD	DEPARTEMENT OF DEFENCE
DAO	DEFENSE ATTACHE OFFICE
FF	FRIGATE
FFG	GUIDED MISSLE FRIGATE
GPM	GALLONS PER MINUTE
LCA	LANDING CRAFT ASSAULT
LCAC	LANDING CRAFT AIR CUSHION
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCU	LANDING CRAFT, UTILITY
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LKA	(EX-AKA) AMPHIBIOUS CARGO SHIP
LPD	AMPHIBIOUS TRANSPORT DOCK
LPH	AMPHIBIOUS ASSAULT SHIP
LSD	DOCK LANDING SHIP
LST	TANK LANDING SHIP
MCS	MINE COUNTERMEASURES SHIP
MHA	MINEHUNTER, AUXILIARY
MHC	MINEHUNTER, COASTAL
MMC	MINELAYER, COASTAL
MMF	MINELAYER, FLEET
MOB	MOBILIZATION
MSC	MILITARY SEALIFT COMMAND
MSO	MINESWEEPER, OCEAN (NONMAGNETIC)
NCIS	NAVAL CRIMINAL INVESTIGATIVE SERVICE
NR	SUBMERSIBLE SEARCH VEHICLE (NUCLEAR PROPULSION)
PBR	RIVER PATROL BOAT
PCH	PATROL CRAFT (HYDROFOIL)
RPC	RIVER PATROL CRAFT
SQM	SQUARE METER
SS	SUBMARINE
SSBN	FLEET BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	SUBMARINE (NUCLEAR PROPULSION)
SUPPO	SUPPLY OFFICER
TAFS	COMBAT STORE SHIP
USA	UNITED STATES ARMY
USAF	UNITED STATES AIR FORCES
USCG	UNITED STATES COST GUARD
USD	UNITED STATES DOLLAR (S)

USG	UNITED STATES GOVERNMENT
USN	UNITED STATES NAVY
USMC	UNITED STATES MARINE CORPS
VDE	VERBAND DER ELEKTROTECHNIK
WAGB	ICEBREAKER (COAST GUARD)
WAGO	OCEANOGRAPHIC CUTTER (COAST GUARD)
WAK	CARGO SHIP (COAST GUARD)
WAT	(OLD DESIGNATION) OCEANGOING TUG (COAST GUARD)
WATA	OCEANGOING TUG (COAST GUARD)
WHEC	(EX-WPG) HIGH ENDURANCE CUTTER (COAST GUARD)
WIX	TRAINING CUTTER (COAST GUARD)
WMEC	(EX-WPC) MEDIUM ENDURANCE CUTTER (COAST GUARD)
WPB	PATROL BOAT (COAST GUARD)
WTR	TRAINING SHIP (COAST GUARD)
WWCRAFT	WORLD WIDE COST REPORTING AND ANALISIS FORCASTING TOOL
X	SUBMERSIBLE CRAFT (SELF-PROPELLED)
YAG	MISCELLANEOUS AUXILIARY (SELF-PROPELLED)
YC	OPEN LIGHTER (NON-SELF-PROPELLED)
YCF	CAR FLOAT (NON-SELF-PROPELLED)
YCV	AIRCRAFT TRANSPORTATION LIGHTER (NON-SELF-PROPELLED)
YD	FLOATING CRANE (NON-SELF-PROPELLED)
YDT	DIVING TENDER (NON-SELF-PROPELLED)
YF	COVERED LIGHTER (SELF-PROPELLED)
YFB	FERRYBOAT OR LAUNCH (SELF PROPELLED)
YFD	YARD FLOATING DRY DOCK (NON-SELF-PROPELLED)
YFN	COVERED LIGHTER (NON-SELF-PROPELLED)
YFNB	LARGE COVERED LIGHTER (NON-SELF-PROPELLED)
YFP	FLOATING POWER BARGE (NON-SELF-PROPELLED)
YP	PATROL CRAFT (SELF-PROPELLED)

Attachment 2 – Schedules (See separate attached regional spreadsheets)

Attachment 3 – Historical Port Visit Data (See attached historical data files)

Attachment 4 - PAST PERFORMANCE MATRIX

A. CONTRACT NO. AND TYPE	B. CUSTOMER	C. DESCRIPTION OF SERVICE AND PERIOD OF PERFORMANCE	D. DOLLAR VALUE OF CONTRACT	E. DESCRIBE RELEVANCE OF THE CONTRACT TO THE PROPOSED CONTRACT	F. IDENTIFY ANY QUALITY, DELIVERY OR COST PROBLEMS IN PERFORMING THE CONTRACT. DESCRIBE CORRECTIVE ACTION AND ITS EFFECTIVENESS

NOTE: Additional pages may be used, but needs to follow the format of this form.

Attachment 5 - PAST PERFORMANCE
REFERENCE INFORMATION SHEET

THE FOLLOWING ADDITIONAL INFORMATION SHALL BE PROVIDED FOR AT LEAST THREE (NOT MORE THAN FIVE) CONTRACTS LISTED ON THE PAST PERFORMANCE MATRIX.

1. CONTRACT NO:
2. NAME AND ADDRESS OF THE CUSTOMER FOR WHICH THE CONTRACT WAS PERFORMED
3. NAME OF CUSTOMER'S POINT(S) OF CONTACT WITH DIRECT KNOWLEDGE OF THE CONTRACT
4. COMPLETE TELEPHONE NUMBER(S) (WITH COUNTRY AND CITY CODE)
5. FAX NUMBER (WITH COUNTRY AND CITY CODE)
6. INTERNET E-MAIL ADDRESS

Note to Offerors: Ensure that phone/Fax/E-Mail numbers that you provide are/have been called and verified by your company prior to sending and that they are <u>legible</u>. Please bear in mind that faxing handwritten numbers often blurs them.

<u>Attachment 6 – PWS (See PWS section of contract above)</u>

Attachment 7 - Performance Work Statement (PWS) for Force Protection

CLIN XX13, XX14, XX15 - FORCE PROTECTION SERVICES AND SUPPLIES

(a) Only the ship's Commanding Officer, the ship's Supply Officer, or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer is authorized to order Force Protection (FP) services under this contract. If any other activity or individual attempts to order FP services (e.g., NCIS, DAO, etc), the Husbanding Service (HS) Contractor is required to immediately inform the ship and receive a proper order prior to beginning performance of these services.

(b) The HS Contractor is responsible for providing or coordinating listed FP services as part of their Husbanding Services under Lot Line Item XX01. The HS Contractor shall develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HS Contractor must coordinate all aspects of FP planning and services with Port Authorities, host nation agencies, and U.S. Embassy security staff. If the host nation is supplying FP assets the HS Contractor must verify they are available and are scheduled to show up on time.

(c) The HS Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer. The HS Contractor shall not add any requirements without prior approval.

(d) The HS Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. The HS Contractor must explain what the added FP service will include and why it has been requested. The NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HS Contractor will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

(e) FP is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, having the objective of improving security to personnel and ships while in port. FP services or supplies may be provided by the host nation at no cost or may be billed at the public tariff rate. The HS Contractor is required to verify what services will be provided by the host nation. For the services that cannot be provided by the host nation, the HS Contractor is required to arrange these services by obtaining them from commercial sources at the prices indicated in the pricing schedule.

(f) The HS Contractor shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HS Contractor's written policy shall describe the required measures to protect ship schedule information.

(g) The HS Contractor shall provide as many services identified below as ordered by the ship or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. These services do not include other related services not listed, but may be required and separately ordered to attain a higher level of security in a port.

(h) Personnel providing force protection services must be responsive to instructions from the ship. This does not authorize force protection personnel to violate any local regulations, any Port Authority ordinances, or local decrees. The equipment and material used for the force protection services will be inspected by the ship's force to ascertain that they meet force protection requirements.

(i) Access Points: The HS Contractor shall establish a single entry and exit point to the pier area.

(j) Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

(k) Personnel Identification: The HS Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

(l) Background Checks: The HS Contractor shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations. The HS Contractor shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers. The HS Contractor shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The HS Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing. In addition, the HS Contractor will be required to provide vetting services for third party contractors such as DESC contractors.

(m) Access Lists: The HS Contractor shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

(n) Inspections: The HS Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

(o) Stand-Off Distances:

Objects: To the maximum extent practicable the HS Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

Unloading Zones: To the maximum extent practicable the HS Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship.

Warning Signs: The HS Contractor shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

Sign Specifications:
- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area, Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

(p) The unit price for force protection services shall include all costs associated with providing transportation, mobilization/installation and demobilization/de-installation, or arranging the requested services below unless the transportation, mobilization/installation and demobilization/de-installation is identified as a separate Lot Line item

number. The HS Contractor's invoice shall set forth the unit of issue identified for each service, total quantity ordered for each service, unit price, and the total price.

(q) The force protection services that the ships may order are:

(1) Jersey-type security barriers and CONEX box barriers capable of stopping a vehicle (automobile). (Price per meter per day)

(i) Concrete barriers
(ii) Water filled barriers (completely filled with water). Price must include water.
(iii) CONEX box barriers.

Mobilization, installation and demobilization will be billed under a separate contract line item number.

The HS Contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used as well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zigzag patterns to control the speed of access.

A personnel entry point must be established through the barriers. Barriers may also be used to seal off secondary Port gates. All barriers must be placed prior to a ship's arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

(2) Armed or unarmed security guard to control vehicle and personnel access to pier. (Price per guard per hour) Must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival.

The HS Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas. The HS Contractor shall comply with Attachment 14 for security guard operations.

Sub Lot Line Item XX14AA shall not be ordered where private, armed security guards are contrary to host nation law or regulation. In such cases, sub lot line item XX14AB, XX14AC, or XX14AD shall be substituted and the Ordering Activity notified at the time of the order.

(3) Floating Line of Demarcation (FLD) at pierside, equipped with anchors and lighting (for night visibility). (Price per meter per day) The floating FLD must be anchored at least 30 meters from ship. Oil booms are acceptable. Mobilization, installation and demobilization will be billed under a separate contract line item number.

The HS Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers but is to help identify a safe standoff zone. The HS Contractor shall comply with the specification of the FLD in Attachment 12.

(4) Unarmed and manned picket boat or waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities. Continuous coverage is required for the period of performance ordered by the ship or by the Contracting Officer. (Price per patrol craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

The HS Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone. The HS Contractor shall comply with Attachment 13 for picket boat operations and specifications.

(5) Unarmed and manned motorized patrol craft, approximately 5-10 meters in length, with own radio to communicate with ship and local authorities, to escort ship from pilot pickup point to mooring location. (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(6) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities, on call (available within 15 minutes). (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(7) Tire-shredding strips, equipped with metal spikes, to be placed across the entry to pier access. (Price per one strip per day) The strips shall be capable of disabling a vehicle, which drives over the strips in the wrong direction. Strips shall be at least one meter in length.

(8) Metal pedestrian-control fences (perimeter fences). (Price per 2x2 meters fence per day) The fences shall be at least two (2) meters high, two (2) meters wide, and sturdy enough to withstand wind and other inclement weather.

The HS Contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the HS Contractor will provide portable chain link fencing with vehicle and walk up entrances.

The perimeter fence provided by the HS Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved
Entry Point: Entry available for vehicles and personnel.

(9) Portable fluorescent lighting capable of illuminating 300 meters by 100-meter area. (Price per portable unit per day) The HS Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port's installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

(10) Weather resistant guard shacks, capable of holding at least two persons. Guard shack shall be enclosed, and shall have, at a minimum, one door and one window. (Price per unit per day)

(11) Hand held metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(12) Walk-through metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(13) Trained metal detector operators. (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(14) Hand held explosives detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(15) Walk-through explosive detector, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(16) Trained explosives detector operators. (Price per hour per operator) Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(17) X-ray baggage scanning machines, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(18) Trained X-ray baggage scanning operators. (Price per hour per operator) Operators shall search host national baggage. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities. Equipment shall be manned by professionally trained operator to operate the equipment 24 hours a day.

(19) Explosives disposal-trained diving services capable of inspecting pier before ship arrival. Must have obtained all applicable licenses and/or certifications from host nation prior to diving. (Price per hour)

(20) Battery operated bullhorns, new batteries included. (Price per unit per day)

(21) Sturdy tables with dimensions of at least two (2) meters long and one (1) meter wide, with four folding chairs. (Price per unit per day)

(22) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and open on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(23) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and closed on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(24) 800 MHz radios. Must be in excellent condition, and battery operated, with batteries included. (Price per unit per day).

(25) The HS Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ship's personnel while performing security checks on personnel, baggage, and vehicles. The office or tent will be large enough to accommodate a minimum of five (5) people. The tents shall have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The HS Contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or

tent. A fully charged, 20 LB, CO2 fire extinguisher shall be provided and kept fully charged. (Price per unit per day)

(26) The HS Contractor shall provide two-way radio sets capable of communicating with the ship, picket boats and to the shore patrol designated individuals. (Price per set per day)

(27) The HS Contractor shall provide an under carriage vehicle scanner to scan vehicle undercarriages. (Price per unit per day)

(28) Dive and Vetting: The HS Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities. The pier will be vetted prior to the ship's arrival. To the maximum extent practicable the HS Contractor shall inspect all watercraft at least 400 feet (125 meters) from the ship. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel. The HS Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in picket boats. (Per team per hour, minimum four (4) hours)

Attachment 8 - Performance Work Statement (PWS) for Cost Reporting

LINE ITEM XX20AA – COST REPORTING

A. Pre-arrival Cost Estimate Report

(1) The Contractor shall prepare an Initial Cost Estimate Report (referred to in this solicitation as the 'pre-arrival cost estimate') in response to all orders issued to the Contractor by any method identified under "ISSUANCE OF ORDER" in Contract Terms and Conditions – Commercial Items. The orders will be provided to the Contractor by ships, activities and individuals identified in the contract. The Initial Cost Estimate will include estimated prices for all items ordered. It will not be sufficient to simply state that the estimated price is "per contract" or "per Port Tariff".

(2) The Contractor shall send the Initial Cost Estimate Report by email to the requiring customers authorized to use this contract and to the and to the email address specified at the time of contract award for each region within **48 hours** after receipt of the LOGREQ/order. In the situation where the Contractor receives the logreq with less than two working days prior to the arrival of the ship, the Contractor shall make every effort possible to provide the cost estimate prior to the ship's arrival, but in no case, more than 48 hours after receipt of the LOGREQ.

(3) Any changes to an Initial Cost Estimate Report shall be forwarded by email to the requiring customers authorized to use this contract and to the email address specified at the time of contract award for each region .

(4) These estimates shall be provided to any other requiring customers authorized to use this contract based on the customer's request.

(5) In addition to the initial cost estimate, the Contractor shall provide any additional information and respond to the activity authorized to act on behalf of the ship, such as the Port Services office or the DAO.

B. LogSSR Reporting

The Contractor shall fully participate in the use of the Logistics Support Services Repository (LogSSR) web-based system. LogSSR replaces all previously used reporting processes such as legacy web-based systems like Cost Reporting and Forecasting Tool (CRAFT).

Upon award, the Contractor shall utilize the LogSSR to submit all reports and documentation related to the ship's visit. LogSSR can be accessed through the NAVSUP One Supply website at https://www.navsup.navy.mil/onesupply, redirected through www.navsup.navy.mil/logssr or directly at the official website of https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(1) LogSSR access and input.

(a) At the start of the contract period of performance, the Contractor shall enter the final itemized port cost information directly into the LogSSR database (Actual Cost Report) and email all corresponding documentation (Initial Cost Estimate Report, final invoices, and supporting documentation required by the contract). External Certification Authority Public Key Infrastructure (ECA PKI) is not required for entry, but no access to the contractor's information is accessible unless obtaining an ECA PKI.

(b) Contractors can obtain access to their submissions by obtaining an ECA PKI per the NAVSUP One Supply guidelines and requesting access through the website. Information can be obtained through the LogSSR website at https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(2) LogSSR functionality.

(a) This system is designed to gather all reports and documentation related to the ship's visit, beginning with the Initial Cost Estimate (referred to in this solicitation as the 'pre-arrival cost estimate') to the Actual Cost Report. All supporting documentation will be submitted by email to navsup_hq_logssr@navy.mil in PDF format (Adobe Acrobat) when the port visit information is entered into LogSSR. Although the pre-arrival cost estimate is a separate reporting requirement, a copy of this report shall also be submitted as part of the Actual Cost Report documentation described in paragraph (b) below. The Documentation is discussed below:

(b) Actual Cost Report:

(1) The Contractor shall create the Actual Cost Report in the LogSSR website directly, **within seven calendar days from completion of the ship's visit** . The contractor shall also send a copy of the order (i.e. SF 1155 or 1449), a copy of any Initial Cost Estimates, a copy of the logreq, and all the contractor's invoices and supporting documentation required by the contract as PDF files to theLogSSR email address of **navsup_hq_logssr@navy.mil** and to the email address specified at the time of contract award for each region concurrent with the creation of the Actual Cost Report in LogSSR.. The Contractor shall identify the line items as actual or estimated. This option is for those line items where the Contractor has not received the actual invoice before the ship leaves port, i.e. telephone bills. The Contractor shall include all port costs paid by each ship for which the Contractor provides husbanding services. The term "port costs" includes all supplies or services identified in the section of the contract titled, SUPPLIES/SERVICES AND PRICES, supplies or services furnished under another contract, and any other charge paid by the ship during the port visit.

(2) For ships that do not have payment capabilities, the Contractor shall send the signed DD Form 1155, invoices and the additional documents required clearly indicating that a payment is pending to the and to the email address specified at the time of contract award for each region and to the LogSSR email address of **navsup_hq_logssr@navy.mil.**

(3) Any changes to an Actual Cost Report (i.e. finalize the charges made on an estimated amount) shall be forwarded by e-mail to and to the email address specified at the time of contract award for each region and to **navsup_hq_logssr@navy.mil** email account as PDF file within seven calendar days of the change. The NAVSUP Fleet Logistics Center Yokosuka, Site Singapore contracting office will update changes to the LogSSR.

(4) The Actual Cost Report and supporting documentation will be visible in the LogSSR website by the government personnel with validation authority. Final reports of an HSP representative can be accessed through the website only by obtaining an ECA PKI that will provide access only to the HSP's submitted information.

NOTE: Before submission of reports or any other data to the NAVSUP Fleet Logistics Center Yokosuka or its sites' Contracting Office via electronic transmission or any other data media, the Contractor shall scan all documents with current anti-virus software to ensure computer virus free transmission. The LogSSR server scans all reports for computer viruses before inclusion in the databases. Any reports received containing computer viruses will be immediately returned to the Contractor.

LINE ITEM XX20AB – ONLINE PRICING APPLICATION

Online Pricing Application. The contractor is responsible for providing an On-Line Pricing Application to assist the Government in the estimating, tracking, forecasting and reporting of maritime husbanding support non-priced services. The On-Line Pricing Application will assist the Ordering Officer or Contracting Officer with requests for non-priced supplies and services. The online pricing application is the technology that implements the process for review and approval of non-priced item purchases. Therefore, the technology used to implement the non-priced item pricing process must be both reliable and accurate. The On-Line Pricing Application will also allow the Ordering Officer or Contracting Officer to review and approve the offered price for the non-priced item before the contractor provides the supply or service. The contractor will be required to upload accurate pricing data for all non-priced items requested or made available to the users of the contract where pre-priced items do not meet user requirements. The contractor shall not provide any non-priced supplies or services other than PT or NSP items unless they have been approved in accordance with paragraph (iii) below. All non-priced items requested or ordered under this contract shall be reported in the On-Line
Pricing Application. The On-Line Pricing Application is separate from the contract requirements for reporting pricing and costs in LogSSR.

The Contractor shall provide a web-based secure access to their program via secure user login and password no later than the beginning of the contracts period of performance. This program may be developed by the Contractor or procured as a commercial item. The program shall allow multiple simultaneous users to access the tool. Access shall be coordinated through the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer in order to limit access. Only authorized users will have access to the program. A common secured access shall be made available to the Fleet in order to allow access to all Ordering Officers in a particular area of operation. Any reports downloaded from the program are property of the U.S. Government and data rights are considered unilateral for the Navy portal into the program. All reports shall be downloaded into Microsoft Excel format. This application should be available for use through a web-based application without installing additional software onto Government computers. The HS Contractor's program should allow a computer with the following minimum configuration to access their system:

- Intel 2.8 GHz Pentium 4 processor
- a DVD Read Only and CD writable drive
- a 3.5 inch floppy
- SoundMAX Integrated Digital Audio with external speakers
- 1 Gigabyte of Memory and expandable to 4 Gigabytes
- 80 GB Hard Drive
- Windows 2000
- MS Office 2003 Pro with Word, Excel, Access, Ppoint, Outlook, Infopath
- Smartcard Reader Keyboard
- Wired Network Card

Note 1: The online pricing application requires internet access but is not a Navy IT system. Security of the HSP's data within the online pricing application is the responsibility of the HSP. All data in the online pricing application should be unclassified data.

Note 2: All reports provided under lot line item XX22 are not separately priced (NSP). Costs for submitting required reports under this lot line item should be included in the husbanding services fee. Separate cost reimbursement for development or purchase of the application is not authorized.

Note 3: The HS contractor shall provide a secure user login and password for all authorized Government users no later than the beginning of the contract's period of performance. A list of required government users will be provided at the time of contract award. If new Government user requirements become known to the Government after the initial list is provided to the HS contractor, the HS Contractor shall add new users and provide login and password within seven days of receipt of the request.

Note 4: Common secured access shall be provided to Ordering Officers and Fleet representatives for all port visit data. Any authorized Government user should have access to all historical data and pricing information.

At a minimum, the online pricing application must perform the following functions:

(i) Non-priced Item Cost Reporting:

(1) The Contractor shall maintain 'real-time' pricing data for all non-priced items ordered in all ports for which the Contractor provides husbanding services.

(2) The Contractor shall input and keep updated the programs' 'real-time' pricing via the Internet, using the online pricing application. The Contractor shall update this report at least once per day of performance between the hours of 0700 and 2300 while ship is in port until the completion of the ship's visit.

(ii) Final Price Report:

(1) A summary disbursement account must be itemized in detail, with the appropriate price shown against each item in a format similar to Attachment 2 within forty eight (48 hours) after a ship leaves port. Alternatively, it is acceptable for the Contractor to scan and attach suppliers' invoices to the online pricing application's disbursement account where this facilitates the process. The Contractor will in any event be required to retain all pricing data and invoices relating to non-priced items for review, future visit reference, and official audit purposes. These final reports may be provided to other ships or ordering activities visiting ports covered by the contract.

(iii) Non-priced Item Review Process

In accordance with Paragraph 3(o) of the performance work statement the HS shall develop and implement a process by which it will input the documentation and arrangements for non-priced lot line items into the "Online Pricing Application". The contractor shall mirror the competitive process found in the FAR/DFARS (Parts 13/15). For the purpose of evaluation and analysis, the HS Contractor shall provide the results (contractor written quotations) of competing the requirement with at least two commercial contractors, or provide catalog prices lists or tariff schedules with the contractor catalog or tariff schedule that confirms the stated prices are valid from that source, or provide invoices from previous commercial purchases other than the Navy. The HS Contractor is not precluded from adding an allowance for profit and/or an allowance for its administrative costs to acquire the non-priced items to the reported prices from suppliers. Such additions will also be shown in the Online Pricing Application. The HS contractor shall input the information into the Online Pricing Application for the review and approval of the authorized Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer prior to arranging for the non-priced item. For non-priced items with an extended price of less than $25,000, either the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable prior to an order being issued for the non-priced item. For non-priced items with an extended price greater than $25,000, only the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. All purchases of non-priced items other than port tariff items must be documented using the online pricing application. Items with an extended price <$25,000 will be reviewed and validated by the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer, but may be provided to the Ordering Activity at any time after a price is agreed upon by either the Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. Items with an extended price >$25,000 may not be provided or mobilized until the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer has agreed to the price and confirmed the price using the online pricing application. Using this process, all products and services arranged on behalf of the Ordering Officer shall be billed and reported under LOT Line Item XX20, Incidentals. The process will be monitored and evaluated using Attachment 10, Quality Assurance Surveillance Plan.

NOTES:

1. “All data obtained by the Government through the use of the contractor’s online pricing application during the course of the contract is for the Government’s use and shall be treated as ‘limited rights’ as described in DFAR 252.227-7013(13) after the contract expires”.

2. Failure to provide required reports in a timely manner as outlined in the PWS will result in penalties as outlined in Attachment (10) Quality Assurance Surveillance Plan.

Attachment 9 - Performance Work Statement (PWS) for Operations Other Than War (OOTW) Support

A. INTRODUCTION

(a) OOTW Support shall by rendered by or supervised directly by individuals fully qualified and licensed in the relevant profession, trade, or field. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses, and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety environmental and health precautions are taken to protect the work, the workers, the public, and the property of others.

(b) Operations Other Than War (OOTW) refers to a "Contingency operation" as that term is defined in FAR 2.101 and includes emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. For the purpose of this contract, OOTW support will be "First Responder" support for U.S. Navy or other forces authorized to order under this contract and will generally be limited to the initial support for a contingency operation lasting no more than thirty (30) days. In addition, it is anticipated that the estimated cost of supplies and services that may be ordered under this Line item during a single 'contingency operation' will not exceed $1,000,000. The supplies and services necessary to support these type of contingencies will include but be not limited to potable water, blankets, tents, transportation, interpreters, drivers, construction materials, medical supplies, trucking support and other logistics support necessary to support the first responder teams.

(c) In addition to rescue and humanitarian relief missions, contingency operations can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property. For purposes of this contract, it also includes Non-combatant Evacuation Operations (NEO's), or an unplanned, real world deployment of troops for an period of time not to exceed thirty (30) days. The provisions of FAR part 18, Emergency Acquisitions (effective 5 July 2006), apply in full to the OOTW requirements of this contract.

B. ORDERING AND PRICING

(a) Lot Line Items XX21AA and XX21AB are used to order Management Services in support of Operations Other Than War.

(b) Recognizing that the specific Management Services that may be required will likely vary depending on the particulars of the individual Operation Other Than War, the Lot Line Items are priced on a per person/per day basis. All orders for specific supplies or services shall be ordered under Lot Line Item XX20, Incidentals and shall be arranged using the online pricing application described in Attachment 8. The $1,000,000 maximum dollar limit per OOTW contingency replaces the $50,000 maximum dollar limit that otherwise applies to Lot Line Item XX43. The management services ordered under Lot Line Item XX21 are separate from the specific services outlined below.

(c) Management Services in support of an Operation Other Than War in all situations will be ordered under Management Services Lot Line Item XX21.

(d) (Deleted)

(e) At the time the Government orders services under the Lot Line items it will provide the Contractor a detailed list of tasks that the Contractor shall perform. The tasks shall be within the scope of the tasks further described below. The Contractor shall use its best efforts to fully perform the set of tasks within the limitation of the number of persons/number of days of service ordered by the Government.

(f) The Contractor shall promptly notify the Government if it believes that it will be unable to fully perform the specified tasks because the Government has not ordered sufficient services under these Lot Line Items.

(g) The Contractor shall furnish personnel who are familiar with the manner in which the U.S. Navy operates, speak the local language that is normally used at the site of the OOTW, and speak and read English. The Contractor shall ensure that the personnel provided under these Lot Line Items arrive at the OOTW site by the date and time specified in the order. The First Day and Subsequent Day Management Fee rates shall include any costs for the Contractor employees to travel to and from the OOTW site, and the costs of food and lodging for the Contractor while at the OOTW site. Contractor employees will not normally be provided meals or lodging at U.S. Government expense nor will they typically be entitled to Government-furnished lodging and meals on a reimbursable basis.

(h) The Contractor shall have a network familiar with the different political and commercial infrastructures, cultural and lingual background, and business practices either throughout the Region or in each country covered by the contract. In order to assist the Navy's response to OOTW, the Contractor shall furnish personnel with the following qualifications:

(i) Ability to speak the local language in the country where OOTW is being conducted
(ii) Capacity to travel to the OOTW or forward logistic site within 24 hours of notification
(iii) Current inoculation records
(iv) Possess a valid up-to-date passport

(i) For each increment of one person for one day that the Government orders, the Contractor shall provide one qualified employee to work on tasks identified at the time the order is issued for a period of at least 12 hours per day. The Contractor employee will perform those tasks at the OOTW site. The Contractor shall provide the Government a point of contact for questions and issues that arise in connection with the tasks identified at the time the order is issued who can be contacted during the portion of the 24-hour day that the Contractor's employee is not at the OOTW site.

(j) These are not personal services. Contractor employees performing services under these Lot Line Items will perform the tasks identified by the Government at the time the order is issued. The Contractor employees performing the services are under the supervision and direction of the Contractor. Should the Government have concerns with the manner in which the tasks are being performed or have a need to modify the tasks, it shall contact the Contractor.

(k) Services that may be required under this Lot Line Items include, but are not limited to, providing interpreter support, providing expertise on locally-sensitive cultural issues, liaison with local political and police authorities, and providing technical assistance in acquiring necessary supplies and services.

(l) The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government Contracting Officer shall place the order. As with the Management Services Lot Line Items for Husbanding Services, the Government may also direct the Contractor to acquire necessary supplies and services in accordance with Lot Line Item XX20, Incidentals as outlined in the Husbanding Services PWS. All supplies and services ordered in support of OOTW contingencies shall be arranged and reported using the online pricing application described in Attachment 8.

(m) If an operation is not associated with a ship, or if the Contractor's services are required inland (i.e., more than 100 Km from the nearest port), OOTW fees under this Lot Line Item will apply. If the service is provided in a port vicinity (within 100Km of the port) and the requirement is received from the ship or a contingent on the ship, the Contractor's husbanding fees under Lot Line Item XX01shall apply.

(n) Management Services for Operations Other than War (OOTW) Lot Line Item . When supplies or services are ordered under the Operations Other than War (OOTW) Lot Line Item , the Government will clearly identify the days during the performance period for which it is ordering Management Services. Because of the range of situations under which the Government may order supplies and services under the OOTW Lot Line Items, there is less certainty that the Government will order Management Services for each day of an Operation Other Than War than

when the Government orders husbanding services. The Contractor is not required to provide any services described under the OOTW Management Services Lot Line Items on those days for which services are not ordered. Regardless of whether Management Services are ordered for a particular day, the Contractor shall still provide a point of contact to address Government concerns about supplies or services to be delivered on that day. Assistance by the Contractor in providing status and/or rescheduling deliveries will not in itself constitute an order for Management Services.

(o) If an advance party arrives in a country for OOTW and requires services under these Lot Line Items prior to the start of the OOTW event, the Contractor shall be compensated for the services provided at the subsequent day rates for these Lot Line Items. The Contractor is not required to provide any services to an advance party under these OOTW Lot Line Items without first receiving an order for such services. The Contractor may be required to support multiple operations at the same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the HS Contractor's services are ordered.

(p) The Contractor's POC for Husbanding Services, or an alternative designated in writing to the Contracting Officer, shall be available (either in person or by telephone) twenty-four (24) hours a day, seven days a week, during the time frame of the OOTW operation. The POC or the alternative shall assist the on-site Government representative in fulfilling OOTW logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements.

(q) If an advance party arrives in a country for OOTW, the Contractor shall bill at the OOTW subsequent day rate. If the operation is on going, the Contractor shall bill the OOTW first day rate and then subsequent days. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the Contractor's services are ordered.

(r) The Navy may require identification of potential sources and/or delivery for supplies and services such as:

Bottled potable water, portable latrines and services, floodlights, billeting services (hotel/motel rooms, services), meal services, tents, shower trailer and related services, refuse collection services, laundry and dry-cleaning services, forklifts, clothing, construction material, parts for vehicles, air conditioners, refrigerators, cell phones, IT equipment, repair parts, medical supplies, generators, commercial vehicles, pest extermination services, plumbing services, fuel, expediting or delivery services, MWR support, mortuary services, cultural awareness training, dietician support, translators, office supplies, boat ramps, pier/wharf/pontoon space, security fencing, security services, light trees, and Internet services (e.g., WI-FI services).

(s) In addition, the Navy may require either the identification of potential sources or delivery of any other types of supplies/services that will be unique and specific to the OOTW situation involved. Due to the unique nature of OOTW situations the range and depth of requirements will potentially be extensive. Normally, the Contractor shall not be required to perform until the Contracting Officer issues an IDIQ order for additional OOTW support.

(t) In very unique time sensitive situations the Contractor may be tasked to source and provide a large variety of supplies and services on a very compressed delivery schedule in support of large scale operations like NEOs, etc or other real world events.

C. SUPPLIES AND SERVICES

The items listed below are examples of what may be ordered under the OOTW portion of this contract. Prior to ordering OOTW supplies or services, a warranted Contracting Officer authorized to place orders under the contract will review any descriptions or statements of work to ensure they adequately describe the Government's needs and all terms and conditions are properly defined.

1. BOTTLED POTABLE WATER

The Contractor shall provide for the procurement and delivery of potable water to a specified site(s). The Contractor shall provide for the furnishing of fresh, potable water in 1.5 liter-sized bottles. Potable Water is defined as fresh drinking water of a quality not less than that prescribed in:

(a) Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See Attachment #18.

(b) Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

EXAMPLE OF GENERAL PRICING FORMAT FOR POTABLE WATER:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
XXXX	Bottled Potable Water (1.5 liter)	bottle	_____	$_____	$_____

2. PORTABLE LATRINES & SERVICES

(a) PORTABLE LATRINES (Specifications) - The services to be rendered consist of the rental of latrines (toilets), all labor, transportation, delivery, pick-up, dismantling, repair and maintenance, tools, materials, supervision and servicing of latrines.

(1) The Contractor will provide portable, chemical latrines (one seat) that are of the standard commercial-type, a single cabin unit in the approximate size of 1.25 m (wide) x 1.25 m (deep) x 2.0 m (tall). The cabin is to be equipped with a hand cleaning agent (dispenser) if available, a urinal, a holding tank (minimum capacity of 250 Liters), one toilet paper holder, a clothing hook, ventilation outlet, a lockable door, and a translucent roof.

(2) The Contractor will provide all labor, material, transportation and equipment required for the delivery and installation of the latrines, emptying/servicing, removal of sludge as necessary to the appropriate sewage disposal point and the pickup of the Latrines at the expiration of the rental period. In addition. the Contractor must provide all chemical agents to include antifreeze during freezing weather.

(3) The Contractor must implement a quality assurance program that will ensure that his work and the work performed by his employees is accomplished in such a manner that is in conformance with applicable standards of the trade and is in compliance with local and federal host nation Ecology Laws and Directives. The Contractor must obtain, and hold current, all necessary permits for the operation of his service and disposal vehicles on Saturdays, Sundays and local national/US holidays.

(b) SERVICING OF LATRINES

(1) The servicing of EACH latrine must be accomplished DAILY, TO INCLUDE ALL WEEKENDS, AND LOCAL/US HOLIDAYS. Servicing will include the replenishment of all chemical agents. Each cabin interior will be completely cleaned with a disinfectant agent, and the exterior walls will be cleaned as appropriate to give a well-maintained appearance. The hand cleaning agent will be replaced as needed, and the latrine will not be allowed to be without cleaning agent or toilet paper.

(2) The cleaning/servicing will be accomplished between the hours of 0700-1900 hours daily or as otherwise directed by the Contracting Officer or a Contracting Officer Representative (COR).

(c) DELIVERY OF LATRINES

(1) The latrines will be delivered operational and ready-for-use. The Contractor will provide a document written in ENGLISH (in duplicate), which provides the user a means of inspecting the condition of the latrines. The Contractor and the US Government Representative will jointly inspect each latrine for

damages (dents, scratches) and completeness. The document must be signed and dated by both the COR and the Contractor as acknowledgment that the latrines were actually delivered and in the condition described/annotated. A copy of the document will be retained by the Contractor and the COR for use during the joint Inspection that must again be conducted at the end of the rental period. Both the COR and the Contractor will sign the document to acknowledge the return of the equipment in the described/annotated condition. Reasonable wear and tear, as well as damages which are not annotated on the turn-in document will not be considered as valid if the Contractor later submits a claim against the government.

(2) When re-locations are specified in the contract, the Contractor must perform the required services as specified below:

(i) When the Contractor is notified prior to 12:00 hours, the work must be accomplished on the same day.

(ii) When the Contractor is notified after 12:00 hours, the work must be accomplished not later than 10:00 hours the following day.

EXAMPLE OF GENERAL PRICING FORMAT FOR LATRINE RENTAL/SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT OF PRICE	TOTAL
xxxx	Latrine Rental	Each/Day	___	$_____	$_____
xxxx	Servicing	Each/Day	___	$_____	$_____
xxxx	Emptying	Each/Day	___	$_____	$_____

3. FLOODLIGHTS

(a) FLOODLIGHTS (Specifications)

The services to be rendered consist of rental, delivery, set-up, maintenance and removal of floodlights to and from a specified site(s).

(1) The Contractor shall provide portable, wheel mounted, self contained lights of a commercial type that meets and/or exceeds the following specifications:

(i) The unit/s must be completely self contained, to include an on board generator capable of providing the required electrical power on a sustained basis (12 hours without interruptions). The noise-level of the generator shall not exceed 75 DBA, measured at a distance of 7 meters from the unit.

(ii) The unit/s shall be equipped with an on-board fuel tank which has a minimum fuel capacity to operate the unit for a 12 hour period without interruption.

(iii) The unit/s shall be equipped with six 1500 watt halogen lights which are to be mounted on a telescoping mast that can be adjusted from 7 to 9 meters in height. The lights are to be separately mounted on the mast and must be both horizontally and vertically adjustable to permit changes in the direction they can be aimed.

(iv) All fixtures, to include light bulbs, must be weather resistant to allow their operable use outdoors during periods of rain, wind, snow and inclement weather conditions in general.

(2) The Contractor shall provide all cables, cords and operating accessories, to include spare light bulbs (2 per light unit) , fuel and operational manuals in the English language.

(b) FLOODLIGHTS (Delivery, Maintenance & Removal)

(1) The Contractor is responsible for the delivery site placement, and an operational test of each unit. The Contractor must further ensure that the equipment and its installation meet the requirements of all applicable VDE regulations and the Trade Unions (UVV) accident prevention regulations. The unit/s will be delivered, installed and completely operational not later than 14:00 hours on the first day of the rental period.

(2) The Contractor shall provide a point of contact for "on call" maintenance and/or replacement of equipment. The point of contact must be available from 08:00 to 20:00 hours daily, to include Saturday, Sunday and all local and American holidays. In addition, the Contractor shall provide all labor, materiel and supervision required to keep the equipment in a serviceable and safe operating condition. Repair and maintenance may be performed on site, subject to coordination with the COR. If a light unit becomes inoperable, the Contractor will be notified immediately. The Contractor must respond within 6 hours after notification, to perform the required repair and maintenance services. Equipment that remains inoperable for more than a 24 hours period shall be considered not available for use and rental fees shall cease until the equipment is repaired to a fully operable condition or replaced with a serviceable unit. The pick-up and removal of inoperable equipment shall be accomplished at Contractor expense.

EXAMPLE OF GENERAL PRICING FORMAT FOR FLOODLIGHTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Floodlights	Each	___	$_____	$_____
xxxx	Set-Up	Each	___	$_____	$_____
xxxx	Rental & Maintenance	Week/Month	___	$_____	$_____
xxxx	Break-down & Removal	Each	___	$_____	$_____

4. BILLETING SERVICES—HOTEL/MOTEL ROOMS, SERVICES

(a) HOTEL/MOTEL ROOMS: The services to be rendered consist of both the rental of lodging accommodations, which are considered to be a hotel, motel or inn which provides sleeping facilities to the traveling public and various Contractor-furnished items described as follows:

(1) CONTRACTOR FURNISHED ROOMS: The Contractor shall furnish the following living spaces for single and double occupancy rooms. Each shall contain adequate living and sleeping areas. No more than two people shall be normally assigned to a room. Additional people assigned per room shall be agreed to in advance by the Contracting Officer (or his/her designated representative) and the Contractor. The following standards apply:

(i) Rooms shall be constructed and finished to provide good light and sound attenuation. All windows shall be provided with blackout lining, shades or blinds. If drapes are provided, they must screen out the light.

(ii) Sufficient electrical outlets shall be available and in good working condition.

(iii) All entrance doors to rooms shall have interior security locks, either deadbolt or double locking locks. At least one room occupant shall be provided with a room key.

(iv) Bathrooms must be constructed to provide convenient sanitary facilities. Bathrooms must contain a functioning shower and/or tub combination with a wash basin, a properly functioning toilet, and a mirror. Additionally, bathrooms should have adequate lighting and grounded electrical outlets for use of electrical razors, hair dryers etc. The shower or shower/tub combination shall have shower doors or curtains and hot and cold running water.

(v) A telephone in the room is desirable; if not available due to location, have telecommunication devices in the immediate area.

(vi) A television in the room is desirable; if not available due to location, have information as to where television is available to patrons.

(vii) Rooms shall have adequate heating and cooling capabilities.

(2) Furnishing and Equipment: Must be clean and in good repair. The following minimum furnishings are required:

Lamp --1 per desk or writing table
Adequate clothes storage drawers and closet space
Desk or writing table with chair
Trash Container
Bed

Additional desirable amenities:

Radio
Working tables and chairs
Restaurant within the facility
Refrigerators or ice machines in hallway
Chair, occasional
Alarm clock

(b) HOTEL/MOTEL SERVICES: The services rendered shall consist of the following contractor furnished services.

(1) ASSIGNMENT OF QUARTERS/ROOMS: Government personnel should not be billeted under this contract arrangement without presenting proper authorization to the Contractor. The Contractor must be adequately manned to provide a 24 hour check-in and check-out service, 7 days a week. Individuals of the same sex, designated for double room occupancy, shall be billeted in rooms with two beds. Normally, if these rooms are not available, single rooms shall be used. Any changes to this procedure will be agreed to in advance between the Contractor and the Contracting Officer (or his/her designated representative).

(2) CUSTODIAL/SANITATION SERVICES: Daily custodial services shall include, but is not limited to, room cleaning, bed making, linen change (as required), adequate quantities of soap, a minimum of four bath towels, four hand towels, sanitized drinking glasses, facial tissues, and a cloth bath mat.

(3) LINEN SERVICE: Linen service shall be provided once a week or when occupancy changes, whichever occurs first. Additional blankets shall be made available if requested by occupant. All linen and blankets shall be clean, freshly laundered, without any objectionable odors, and in good repair, free from tears, rips, holes, stains, and extensive wear. Pillows shall be at least six inches thick to provide proper support.

(4) ADDITIONAL DESIRABLE AMENITIES:

24 hour wake up service
Message service
Shuttle service

(5) COMMON USE AREAS: The Contractor shall keep all hallways, corridors, grounds, and other adjacent areas under the Contractor’s control in a clean, neat and safe condition.

(6) "DO NOT DISTURB" SIGNS: All rooms shall have such signs available. Contractor's employees shall understand and respect them when displayed.

(7) LAUNDRY DROP OFF/PICK UP: Contractor shall provide required laundry service as agreed to in a separate contract (see contract # _____).

(8) BARBER SERVICES: Contractor will provide access in hotel area for barber/beautician services as needed.

(9) INFORMATION SERVICES: Customer service representatives shall be able to explain to occupants' miscellaneous charges not covered by this statement of work, i.e., telephone charges. The Contractor shall provide, where applicable, information on bus schedules, taxis and other local transportation, dining facilities and locations, and commercial telephone directory service.

(10) Business Services: Hotel will provide space for meetings as well as phone, copier and fax services as required.

(11) Meal Service: Contractor shall provide required meal service as agreed to in a separate contract (see contract # _____).

EXAMPLE OF GENERAL PRICING FORMAT FOR HOTEL/MOTEL, SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Rooms (1 person)	Each/Day	___	$_____	$_____
xxxx	Rooms (2 persons)	Each/Day	___	$_____	$_____
xxxx	Additional Persons per room	Each/Day	___	$_____	$_____

5. MEAL SERVICES

(a) MEAL SERVICES (Programs/Hours of Operation)

The services rendered consist of providing all the personnel, supervision, and any other items necessary to operate a full food service management facility as defined in this Statement of Work at ____*_____ Hotel, located in _____*_____.

(b) The Contractor will provide for a Quality Control Program, Quality Assurance Program and a Sanitation Inspection Program as well as complying with Hours of Operation as described in (1) through (4) below.

(1) QUALITY CONTROL: The Contractor shall establish and maintain a complete quality control program for the performance requirements of this contract.

(2) QUALITY ASSURANCE: (INSERT METHOD OF CONTRACTOR SURVEILLANCE, IF ANY.)

(3) SANITATION INSPECTIONS: The Contractor shall ensure that there is a Sanitation Inspection program established internally and in addition to any government performed surveillance, medical services personnel (Director of Base Medical Services), will also inspect for compliance with sanitary conditions. If there is a conflict the Contractor shall comply with the more restrictive regulation.

(4) HOURS OF OPERATION: The Contractor shall maintain the operating hours for the dining facilities as listed in _____*_____.

(c) DEFINITIONS

The Contractor will be familiar with and understand the following definitions:

(1) Director of Base Medical Services (DBMS): The installation medical authority who defines and monitors sanitation standards and procedures for food service activities.

(2) Equipment: Items used to store, prepare, cook, serve and transport food and supplies. Equipment also includes items used in cleaning and sanitizing.

(3) Food Handlers: Food service personnel who handle, process, prepare or serve food and who touch food or food contact surfaces in any way.

(4) Food Service Officer (FSO): Individual responsible for matters relating to food service.

(5) Installation Menu: Specifies installation menu choices (except leftovers), including, but not limited to, entrees, salads, desserts, and soups, to be served at each meal during a menu cycle.

(6) Leftovers: Leftovers are unserved portions of any item prepared for a specified meal period.

(7) Meal Serving Hours: Hours that the Government requires the dining facility to be open for service.

(8) Potentially Hazardous Foods: Any perishable food which consists in whole or in part of dairy products, eggs, meat poultry, fish, shellfish. These foods are likely mediums for bacterial growth and are potential causes of food-borne diseases especially if creamed, ground, mixed or handled often.

(9) Progressive Food Preparation (BATCH COOKERY): The preparation of food items at selective time intervals during an entire meal period matching the flow of patrons through the serving lines.

(10) Serving Line: This term refers to the location and equipment used in dining facilities to serve food cafeteria style.

(11) Subsistence: Food items, including beverages and condiments.

(12) Supplies: Expendable items such as paper and plastic products, cleaning and janitorial materials, kitchen utensils, and tableware.

(13) Trash: Any non-salvageable waste material other than garbage, rocks, or dirt. The waste includes metal, paper, glass, cardboard, floor sweepings, cartons, and similar materials.

(d) SPECIFIC TASKS

The Contractor will provide for and comply with the following Specific Tasks:

(1) MENU PLANNING AND POSTING: The Contractor shall coordinate meal planning with site representatives. The Contractor shall post daily menus before the breakfast meal in an appropriate location at each dining facility.

(2) REQUISITIONING SUBSISTENCE: The Contractor shall coordinate with Government personnel to requisition, pick up, deliver and off-load food at various food-service facilities.

(3) STORAGE AND ISSUE:

(i) Proper Storage: Upon receipt the Contractor shall promptly store perishable and semi-perishable subsistence. Store frozen and chilled items at specified temperatures.

(ii) First In-First Out: The Contractor shall ensure the oldest food items are issued first, except when the condition of an item dictates earlier use.

(4) SUBSISTENCE INVENTORY:

(i) Month-end Inventory: The Contractor shall take a physical inventory of all subsistence following the last meal on the last day of each month. The Contractor must reconcile the book inventory with the physical inventory and must submit proof of this to the government.

(ii) Other Inventories: The Contractor shall perform other inventory measures, i.e., annual inventory, equipment inventory before and after contract completion, etc., as required by the Contracting Officer. The government also reserves the right to conduct an independent inventory at any time during the performance of the contract.

(5) FOOD PREPARATION AND SERVICE.

All meals provided shall be "American-type" meals. Examples follow:

Breakfast:
Cereals: corn flakes, wheat flakes, chocolate flakes
Fresh fruits: bananas, grapefruit, oranges, pears, grapes...
Eggs: fried, scrambled.. Hash browns
Meat: Ham, sausage, bacon
Bread: White bread, toast, wheat, rye
Butter & Jam
Pastry: croissants, apple pie
Beverages: Coffee, orange juice, milk, water

Lunch:
Soup: vegetable, mushroom, tomato, chicken, beef, turkey...
Sandwich: ham, turkey, roast beef
Cheeses: American, Swiss
Fruit

Dinner:
Roast beef, roast/baked/fried chicken, roast pork, roast turkey, grilled fish, BBQ, roasted lamb
Beef/chicken stew
Rice, pasta (spaghetti, macaroni, lasagna) potatoes (baked, mashed...)
Boiled or Steamed Vegetables: corn, green beans carrots, peas, etc.
Pizza, hamburgers, hotdogs, tacos
Soups
Bread
Salad: lettuce, tomato, cheese, onions, dressing, etc.
Juice, water, milk

All food services items listed above are subject to approval by the U.S. Government medical personnel.

(i) Approved Menu: The Contractor shall follow the approved installation menu when planning and preparing all meals.

(ii) Progressive Food Preparation: Progressively prepare food items to yield optimum freshness, flavor, color, and texture.

Cook short-order breakfast items to order.

Prepare short-order items such as hamburgers, hot dogs, and french fries. Ensure an adequate flow of patrons through the line.

(iii) Serving Lines: Set up serving lines by the scheduled opening time. Food on the serving line shall be logically arranged and all foods shall be maintained at the specified temperatures. Replenish all foods, tableware, beverages, and condiments as necessary to ensure they are available to all patrons throughout the meal. Remove all food from the serving line within 15 minutes after the serving line is closed and cover, label and properly store all food, unless disposal of a leftover is appropriate.

(iv) Table Clearing: The Contractor shall be responsible to clear and clean all dining room tables and chairs or benches within five minutes after they are vacated to ensure a timely flow of patrons.

i. ****SAMPLE****

Breakfast Meal will be served in the ___*_____ Hotel restaurant as a buffet during established hours as posted. Dinner Meal will be served daily from _*__ hours to _*___ hours in the conference room adjoining the lobby or as otherwise coordinated. Actual headcount will be coordinated daily or as needed. Menu will consist of beef, poultry, or fish, salads and various fresh/canned vegetables, desserts, water, coffee, and soft drinks as coordinated with the chef and hotel staff by the ordering officer.

EXAMPLE OF GENERAL PRICING FORMAT FOR MEAL SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
XXXX	Breakfast	Each	____	$_____	$ _____
XXXX	Lunch	Each	____	$_____	$_____
XXXX	Dinner	Each	____	$_____	$_____

(6) SANITATION REQUIREMENTS:

(i) Personal Hygiene. The Contractor shall ensure all employees meet all personal hygiene requirements to include but not limited to; clean hands and fingernails at all times, proper hair and facial grooming, hair restraints, proper smoking restraint, etc.

(ii) Food Storage and Preparation: The Contractor is responsible for preventing all food-borne diseases by properly storing and preparing food in accordance with AFI 48-116, Control of Food-Borne Illnesses. This includes, but is not limited to: storage of bulk foods, refrigerated food, leftovers, perishables, etc. The Contractor shall prepare foods on surfaces that are cleaned and sanitized. All meats and poultry shall be cooked and prepared at the proper temperatures ensuring the food is thoroughly cooked throughout. (FOR PROPER TEMPERATURE RANGES ON VARIOUS FOODS, CONSULT AFI 48-116 OR YOUR MEAL SERVICES REPRESENTATIVE)

(iii) Equipment and Utensil Cleaning: The Contractor shall clean and sanitize all food service equipment and cookware to remove food particles, other soil, grease and cleaning or sanitizing agent residue to the standards set forth in this contract.

(7) HOUSEKEEPING.

(i) General: The Contractor shall furnish general housekeeping services in food service facilities before, during (if necessary) and after the serving of meals. The Contractor shall provide all equipment necessary to perform these services. The cleaning standards and housekeeping charts are intended to produce an acceptable level of performance.

(ii) Lavatories: The Contractor shall clean all lavatories in food service facilities.

(iii) Insect and Rodent Control: The Contractor shall take appropriate actions directed by the government to assist in the control of insects and rodents.

6. TENTS

(a) TENTS - SUMMER

(1) The services to be rendered consist of the rental, erection, dismantling and maintenance of all tentage and associated equipment.

(2) The Contractor shall provide ____*_____ square meters of billet tents to be erected at the site(s) and in the configurations as stated in the contract schedule and the plot plans provided.

(3) The tentage shall be constructed of PVC or polyester fire resistant canvas. The Contractor must ensure that all tent flaps and openings are adequately secured so as to prevent rain from entering the tent.

(4) Floors: The entire usable space within the tent must be covered with floors that are constructed of wood or other equally hard material (the material used must offer a nonskid surface). The floors must be installed in such a manner as to alleviate uneven surfaces that could cause personnel to stumble or trip. The floors must be elevated a minimum of 10 cm above the ground and capable of supporting 250 kg per square meter.

(5) Entrances/Exits: Each tent shall be equipped with at least two (2) lockable entrance/exit doorways. These doorways shall be constructed of wood, metal or plexiglass (no glass). The doors shall be a minimum of 100 cm wide and 210 cm high. (The Contractor will furnish the COR with a minimum of two keys per door.)

(6) Partitions/Dividers: Shall be made of canvas and/or other suitable fire resistant material. They must be a minimum of 2.40 meters in height and 3 meters long (unless otherwise specified).

(7) Lighting: Each tent shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm off the floor (subject to be measured at any place within the tent).

(8) Electrical Installations: A JP54 or equivalent fuse box shall be installed in each tent. The box shall be equipped with at least one connector to accommodate a single 38OV/16AMP male plug, CEE NORM. All wiring within the tent will originate from this fuse box and all circuits shall be properly fused. The specified quantities of electrical outlets, 22OV/16AMP, wires on floors shall be installed within the tent. The location of the outlets shall be coordinated with the COR. The Government will provide the required electrical power and will be responsible for the cables and connections from the Contractor's fuse box to the government furnished power source.

(9) Furniture: The specified number of tables and benches, capable of seating (6) six adults shall be provided. The Contractor shall place the furniture in the tent at the locations determined by the COR.

(10) The Contractor shall have ___*_____ each, designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. These persons shall be qualified to perform emergency tent maintenance.

(b) TENTS - WINTERIZED

(1) The services to be rendered consist of the rental, erection, dismantling and maintenance of all tentage and associated equipment.

(2) The Contractor shall provide _____*_____ square meters tentage to be erected at the site(s) and in the configurations as stated in the contract schedule and the plot plans provided.

(3) The tentage shall be constructed of PVC or polyester coated fire resistant canvas. In addition to the tentage, an exterior wall shall be constructed to enclose each tent to the height of the tent eaves. The exterior wall is to be constructed of wood that has a minimum thickness of 20 mm, or hard plastic/fiberglass that has a minimum thickness of 3 mm, or aluminum material which has a minimum thickness of .75 mm. The Contractor must ensure that all tent flaps and openings are adequately secured so as to prevent wind and/or snow from entering the tent.

(4) Floors: Unless otherwise specified the entire usable space within the tent must be covered with floors that are constructed of wood or other equally hard material (the material used must offer a nonskid surface). The floors must be installed in such a manner as to alleviate uneven surfaces that could cause personnel to stumble or trip. The floors must be elevated a minimum of 10 cm above the ground and capable of supporting 250 kg per square meter.

(5) Entrances/Exits: Each tent shall be equipped with at least two (2) lockable entrance/exit doorways. These doorways shall be constructed of wood, metal or plexiglass (no glass). The doors shall be a minimum of l00 cm wide and 210 cm high. (The Contractor will furnish the COR with a minimum of two keys per door.)

(6) Partitions/Dividers: Shall be made of canvas and/or other suitable fire resistant material. They must be a minimum of 2.40 meters in height and 3 meters long (unless otherwise specified).

(7) Heating: The Contractor must furnish sufficient forced air, fuel operated heaters capable of maintaining a minimum temperature of ___*____ C (+/-3 degrees C). Each heater will be installed on an appropriate drip pan. When partitions/dividers are installed the Contractor must ensure that adequate heaters are provided to heat each area. The heater installations shall be in accordance with the applicable with commercial standards for safety. Heaters are to be installed on the outside of the tents with heating ducts leading into the tents properly insulated. Fuel tanks: The Contractor shall furnish at least one 150 liter fuel tank per installed heater. The tank must be clean and fully operational at time of delivery. In addition, the Contractor will be responsible for the maintenance of the fuel tanks. The fuel tank installations shall be in accordance with the applicable VDE and Trade Union safety standards. The tanks must be installed on the outside of the tents.

(8) Fuel: After initial testing and set up of heaters, the Government will provide fuel oil as required during the performance of the contract.

(9) Lighting: Each tent shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm off the floor (subject to be measured at any place within the tent)

(10) Electrical Installations: A JP54 or equivalent fuse box will be installed in each tent. The box will be equipped with at least one connector to accommodate a single 38OV/16Amp male plug, CEE NORM. All wiring within the tent will originate from this fuse box and all circuits will be properly fused. The specified quantities of electrical outlets, 22OV/16Amp, wires will be installed within the tent. The location of the outlets will be coordinated with the COR. The Government will provide the required electrical power and will be responsible for the cables and connections from the Contractors' fuse box to the government furnished power source.

(11) Furniture: The specified number of tables and benches, capable of seating six (6) adults will be provided. The Contractor will place the furniture in the tent at the locations determined by the COR.

(12) The Contractor shall have __*___ each, designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. These persons shall be qualified to perform both emergency tent and heater maintenance.

(13) The US Government will provide:**

(i) Fuel upon completion of the erection of each tent.
(ii) The equipment and labor for snow removal (on top and in the vicinity) of each tent shall be the responsibility of the Government.

** Note to requiring activity - the Government should only commit itself to the furnishing of fuel when it is certain it can do so with proper additives to prevent freezing. This has been a problem in the past.

EXAMPLE OF GENERAL PRICING FORMAT FOR TENTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Tents				
xxxx	Erection/Installation	Each	____	$_____	$_____
xxxx	Rental and Maintenance	Month	____	$_____	$_____
xxxx	Dismantling and Removal	Each	____	$_____	$_____

7. SHOWER TRAILER & RELATED SERVICES

(a) SHOWER TRAILER with US Government-Furnished Utilities/Cleaning

The services to be rendered consist of the rental, installation, maintenance, cleaning (as specified) of the shower units and associated equipment and the removal of all Contractor furnished equipment upon completion of the rental period.

(1) The Contractors shall provide _*___ each trailer/s. The shower trailer/s are to be delivered and installed at the site(s) and in the configuration/s as stated in the contract schedule and the attached plot plans.

(2) The shower trailer/s shall be constructed in such a manner as to meet, or exceed, the applicable VDE and trade standards.

(3) The Contractor shall furnish the required hoses and power cables to connect the shower trailer/s to government provided utilities, i.e. water, electrical, and sewage. (In situations where the-hookup for government utilities exceeds 20 meters in distance, that distance must be specified in the requirement).
(4) The shower trailer/s shall meet or exceed the following minimum specifications:

(i) Size
6 meters in length
2.4 meters in width
2.4 meters in height

(ii) Shower Configuration: Shower room with a minimum six (6) shower heads. Dressing room with a minimum of four (4) wash basins equipped with hot and cold water faucets, four (4) mirrors and shelves, four (4) electrical outlets, and twelve (12) clothes hanging pegs/hooks.

(iii) Heaters: Electrical, constant controlled and adequate to maintain + or - 3 degrees.

(iv) Fan: Electrical, adequate size to ventilate the enclosure.

(v) Hot Water System: Electrical adequate to sustain a mixed water temperature of 450 degrees C + or - 3 degrees for a continuous period of 40 minutes or 20 individual showers prior to requiring a recycling. The hot water storage tank shall be a minimum of 400 liters and have a control system

that will prevent scalding. The hot water system shall be able to provide a water flow rate to each shower head of 18 GPM.

(vi) Lighting: Each trailer shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm above the floor.

(vii) Electrical Installation: Each trailer shall be equipped with a fuse box, with each-circuit within the trailer being appropriately fused to meet the applicable VDE standards. All electrical wiring within the trailer will originate from this fuse box. All outlets will be wired with an appropriate ground to ensure that personnel are not endangered by electrical shock.

(viii) Floors: All floors within the shower room shall be covered with a non-skid surface and/or aerated matting.

(5) The Contractor shall have __*__ each designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. They shall also be qualified to perform all types of shower trailer maintenance.

(6) The US Government will provide:

(i) Utilities with the completion of the installation of each shower trailer.
(ii) Cleaning of the shower trailer/s including the removal of trash, sweeping, mopping, cleaning of wash basins and shower stalls, and spot cleaning of interior/exterior of shower trailer/s. The Contractor shall ensure that the trailer/s are delivered clean and disinfected and the US Government shall return the trailer/s in the same condition.

(iii) The equipment and labor for snow removal (on top and in the vicinity) for each shower unit shall be the responsibility of the US Government.

(b) SHOWER TRAILER with Contractor-Furnished Utilities and Cleaning

The services to be rendered consist of the rental, installation, maintenance, cleaning (as specified) of the shower trailer/s and associated equipment; to include the removal of all Contractor furnished equipment upon completion of the rental period.

(1) The Contractor shall provide __*__ each shower trailer/s. The shower trailer/s are to be delivered and installed at the site(s) and in the configuration/s as stated in the contract schedule and the attached plot plans.

(2) The shower trailer/s shall be constructed in such a manner as to meet, or exceed, the applicable VDE and trade standards.

(3) The Contractor shall furnish all utilities to include, electricity, water and waste water disposal. Waste water shall be disposed of in accordance with the Host Nation Government ecology rules, regulations and laws.

(4) The shower trailer/s shall meet or exceed the following minimum specifications:

(i) Size (inside dimensions)
6 meters in length
2.4 meters in width
2.4 meters in height

(ii) Shower Configuration: Shower room with a minimum six (6) shower heads. Dressing room with minimum of four (4) wash basins equipped with hot and cold water faucets, four (4) mirrors and shelves, four (4) electrical outlets, and twelve (12) clothes hanging pegs/hooks.

(iii) Heaters: Electrical, constant controlled and adequate to maintain + or - 3 degrees.

(iv) Fan: Electrical, adequate size to ventilate the enclosure.

(v) Hot Water System: Electrical, adequate to sustain a mixed water temperature of 450C + or - 3 degrees for a continuous period of 40 minutes or 20 individual showers prior to requiring a recycling. The hot water storage tank shall be a minimum of 400 liters and have a control system that will prevent scalding. The hot water system shall be able to provide a water f low rate to each shower head of 18 GPM.

(vi) Lighting: Each trailer shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm above the floor.

(vii) Electrical Installation: Each trailer will be equipped with a fuse box, with each circuit within the trailer being appropriately fused to meet the applicable VDE standards. All electrical wiring within the trailer will originate from this fuse box. All outlets will be wired with an appropriate ground to ensure that personnel are not endangered by electrical shock.

(viii) Floors: All floors within the shower room will be covered with a non-skid surface and/or aerated matting.

(ix) Cleaning Services: Cleaning services shall be provided by the Contractor. Cleaning of the shower trailer/s shall include the removal of trash, sweeping, mopping, cleaning of wash basins and shower stalls, and spot cleaning of interior/exterior of the shower trailer. The Contractor shall ensure that the shower trailer/s are delivered clean and disinfected.

(x) The Contractor shall have _*__ each designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. They shall also be qualified to perform all types of shower trailer maintenance.

(xi) The US Government will provide: The equipment and labor for snow removal (on top and in the vicinity) for each shower unit shall be the responsibility of the Government.

EXAMPLE OF GENERAL PRICING FORMAT FOR SHOWER TRAILER/S:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Shower Trailer	Each/Month	_____	$ _____	$ _____
xxxx	Set-up/Distribution	Each	_____	$_____	$ _____
xxxx	Daily Cleaning	Each	_____	$ _____	$ _____
xxxx	On-Call Servicing	Each	_____	$ _____	$ _____
xxxx	Connection of Utilities	Each	_____	$ _____	$ _____
xxxx	Relocation of Trailers	Each	_____	$ _____	$ _____

8. REFUSE COLLECTION SERVICES

(a) TRASH, GARBAGE & WASTE COLLECTION (Specifications)

(1) The services to be rendered consist of the providing of refuse containers to be located at specified sites, the emptying of said containers and the proper disposal of the trash, garbage and waste.

(2) CATEGORIES OF REFUSE: The Contractor shall be responsible for handling various categories of refuse as described below:

(i) Regular Trash: All solid waste material, with the exception of those types listed in (i) through (vii) below:

- Typical size of containers: 1, 5, 10, 16, 20 or 24 cubic meters (cbm)
- Frequency of servicing (emptying): To be determined requiring activity.

(ii) Edible Garbage: All food waste that is generated by food service facilities.

- Typical size containers: 200 liters, 1, 5 or 10 cbm.
- Frequency of servicing: Daily emptying is mandatory.

(iii) POL Waste: Oils, antifreeze, brake fluid and any other vehicle related liquids.

- Typical size of containers: 500 or 1000 liters
- Frequency of servicing: To be determined by the requiring activity.

(v) Contaminated Soil: Dirt removed from around oil tanks or soil that has been contaminated by the accidental spillage of POL and/or chemical agents.

- Typical size containers: 10, 20, or 24 cbm
- Frequency of servicing: To be determined by the requiring activity.

(vi) Medical Waste: Solid waste generated by medical laboratory facilities which requires controlled disposal.

- Typical size containers: 200 liters, I or 5 cbm
- Frequency of servicing: Daily emptying is mandatory.

(vii) Liquid waste: Chemical agents and liquids generated by X-ray laboratories.

- Typical size tanks: 400 or 1000 liters
- Frequency of servicing: To be determined by the requiring activity.

(3) The Contractor shall provide all labor, material, transportation and equipment required for the delivery, installation, removal of trash and the pickup of the containers at the end of the rental period. In addition the Contractor is fully responsible for obtaining and holding current permits with approved dumping and disposal points. (Unless Government disposal points are specifically identified in the contract schedule)

(4) The emptying of each container includes the complete removal of all refuse from the container and the removal of all bagged refuse at the container location. In addition the Contractor is responsible for cleaning up all refuse that is spilled during the servicing/emptying process.

(5) The Contractor must implement a quality assurance program that will ensure that his work and the work performance by his employees is accomplished in such a manner that conforms with applicable standards of the trade and is in compliance with local and federal host nation ecology laws and directives. The Contractor must obtain and hold current all necessary approvals and permits for the lawful performance of the prescribed services. In addition, the Contractor must obtain the necessary permits for the operation of his service and disposal vehicles on Saturdays, Sundays and holidays.

(6) All refuse containers will be delivered, installed, and ready for use no later than 08:00 hours on the first day of the specified rental period.

(7) When on-call servicing/emptying of refuse containers and/or relocation of refuse containers are specified in the contract, the Contractor must perform the required services as specified below:

(i) When the Contractor is notified prior to 12:00 hours the work must be accomplished on the same date.

(ii) When the Contractor is notified after 12:00 hours, the work must be accomplished no later than 10:00 hours on the following date.

EXAMPLE OF GENERAL PRICING FORMAT FOR REFUSE COLLECTION:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Refuse Container	Each/Month	____	$ _____	$_____
xxxx	Set-up/Distribution	Each	____	$ _____	$_____
xxxx	Emptying of Containers	Each/Day	____	$ _____	$_____
xxxx	On-Call Servicing	Each	____	$ _____	$_____
xxxx	Relocations	Each	____	$ _____	$_____

9. LAUNDRY AND DRY-CLEANING

(a) LAUNDRY & DRY-CLEANING (Specifications)

The services to be rendered consist of complying with the Scope of Work below and providing Quality Control, Inspection of Services and maintaining the Hours of Operation as delineated in (1) through (4).

(1) SCOPE OF WORK: The Contractor shall furnish all management, labor, transportation, pickup and delivery service, housekeeping and facility operation in accordance with the terms and conditions of this contract. This contract includes all laundry, dry cleaning, and all other tasks and responsibilities deemed necessary and spelled out in this contract. The Contractor shall receive, account for, process, and return all organizational and individual items tendered for cleaning. Technical Exhibit XX--Workload Estimate lists the estimated quantities of work (as a SAMPLE).

(2) QUALITY CONTROL: The Contractor is responsible for establishing and having an active quality control plan.

(3) INSPECTION OF SERVICES:

(i) Inspection Service: The Contractor shall provide and maintain an inspection system that must be accepted by the government covering the services under this contract.

(ii) Inspection and Testing: The Government has the right to inspect and test all the services called for by the contract, to the extent practicable, at all times and places during the term of the contract.

(iii) Nonconformance with Contract Requirements: If any of the services do not conform to the contract requirements, the government may require the Contractor to re-perform the services in conformity with the contract requirements, at no additional expense to the government.

(4) HOURS OF OPERATION: The Contractor shall maintain the following customer service hours: Drop-offs will be in the ____*____ Hotel Lobby before 0900 Mondays and Thursdays. Contractor will deliver clean laundry by 1800 Mondays and Thursdays.

(b) DEFINITIONS

The Contractor will be familiar with and understand the following definitions:

(1) Clean: Finished articles are dry and free of visible soil, lint and objectionable odor. Spots and stains are removed where practical to do so without damaging the fabric.

(2) Contracting Officer Representative (COR): an individual appointed in writing by the Contracting Officer to perform expressed contract administration functions.

(3) Dry Cleaning: Dry cleaning involves the immersion of garments in dry cleaning solvents and cleaning them by use of mechanical action and soaps or synthetic detergents. Dry cleaning removes some soluble and some insoluble soils and dissolves grease stains through the combined actions of dry cleaning solvents, mechanical action, soaps, synthetic detergents, and other cleaning aids.

TYPES OF DRY CLEANING

- Small - an item requiring the approximate time, effort, and cost to process as a sleeveless sweater and /or blouse.
- Medium- an item requiring the approximate time, effort, and cost to process as a pair of trousers and /or jacket.
- Large - an item requiring the approximate time, effort, and cost to process as a coat and or overcoat.

(4) Laundering: The process by which soiled fabric items are cleaned and treated. The term includes cleaning by mechanical action and by hand in appropriate temperature water solutions of detergents and other additives.

TYPES OF LAUNDRY

- Small - an item requiring the approximate time, effort, and cost to process as a pillowcase or wrapper.
- Medium- an item requiring the approximate time, effort, and cost to process as a sheet or bedspread.
- Large - an item requiring the approximate time, effort, and cost to process as a sleeping bag.

(5) Packaging: The process by which clean garments or other items are placed on hangers and placed in protective paper or plastic film bags. Small items of clothing and other clothing which are not customarily placed on hangers shall be wrapped in protective poly-wrap in accordance with commercial or local practice.

(6) Pressing: Pressing is the process for insertion of required crease and removal of undesirable wrinkles from clean garments or items.

(c) SPECIFIC TASKS. The Contractor will provide for and comply with the following Specific Tasks:

(1) Services Provided: The Contractor shall provide services to individuals and organizations of _____*_____ at _____*_____. Services shall be provided in accordance with the terms and conditions of this contract. The Contractor shall process and finish all clothing and other items in accordance with the requirements contained in the workload data in Technical Exhibit XX. (See Sample)

(2) Workmanship and Sanitation: Delivered articles shall conform to the generally accepted industry and local standards of quality, cleanliness, finish, appearance, and packaging. The items shall not only be clean in the sense of being free from soil and stains, but also free from bacteria, fungi and micro-organisms, including pathogens and disease producing organisms. All work performed shall be done under sanitary conditions. The contract facility shall be open to inspection of

conditions at any time by a representative of the US government, and the government reserves the right to perform or cause to have performed any test necessary to determine the sanitary condition of the articles delivered by the Contractor.

(3) Classification of Items: Clothing or linen articles received by the Contractor shall be individually inspected for condition of serviceability and classified as to the type of service required.

(4) Re-performance: Any items found to have been unsatisfactorily cleaned shall be re-cleaned by the Contractor at no additional cost to the government.

(5) Repair: The Contractor shall repair, at his expense, all damages to individual garments which occur while in the custody of the Contractor, to include rips, tears, holes, open seams, and replacement of buttons and repair or replacement of zippers.

(6) Organizational Bulk Items: Organizational items shall be returned in bulk unless another method is specified. Items shall be counted from baskets into waiting vehicles or across the counter to the customer.

(7) Linen Exchange Activity: The Contractor shall operate a linen exchange activity. The Contractor is responsible for receiving, collecting, exchanging, and distributing linen exchange articles to and from organizations, activities, or authorized individuals and accomplishing the tasks below:

(1) Receive, collect, exchange and distribute linen exchange articles to and from organizations, activities, or authorized individuals.

(2) Verify count or weight of items received against receiving and shipping documents.

(3) Store items in storeroom and linen exchange points.

(4) Keep items properly segregated to comply with local safety, fire prevention and other storage regulation.

(8) Stockage Inventory System: The Contractor shall establish a stockage inventory system to track all incoming and outgoing linen. The Contractor shall perform a search for missing items in order to reconcile inventory with stock records.

(9) Exchange Items: Items that have been identified for direct exchange shall be exchanged for like items at time of turn-in. Items that are not direct exchange shall be identified separately and processed to be ready for pickup by the customer within a 72-hour period. Sheets, pillowcases, mattress pads, mattress covers, towels and blankets received from organizations may be intermingled (except for medical, if applicable) and processed for reissue to any organization or individual.

(10) Pick-up & Delivery Service: The Contractor shall provide pickup and delivery service. This service shall include loading, unloading, segregating, transporting, counting and obtaining necessary documentation for items picked up or delivered.

(11) The Contractor shall provide his own vehicles and they shall be maintained in safe operating condition at all times.

(12) Weighing/Counting of Articles: Weighing/counting of articles, including the laundry bag, shall be done by government personnel prior to pickup. The laundry that the Contractor picks up may be dirty/wet. The Contractor shall verify weight or count and sign a pickup ticket for the items being picked up. Such a signature constitutes an agreement to the government's weight/count unless a specific exception is noted on the ticket.

(13) Verification: The Contractor shall record the number of pounds/pieces delivered on the delivery ticket and the government rep will verify the amount. The Contractor must provide a list for items not delivered on scheduled.

SAMPLE

TECHNICAL EXHIBIT XX
LAUNDRY & DRY CLEANING
WORKLOAD ESTIMATES

ITEM	ESTIMATED QUANTITY-(PER DROP OFF)	PRICE
BDU TROUSERS	250	$3.08
BDU JACKET	250	$3.08
FLIGHT SUIT	50	$3.08
T-SHIRT	1000	$1.92
UNDERWEAR (MALE/FEMALE)	1050	$ .88
SOCKS (PAIR)	1000	$ .88
TOWEL (HAND OR BATH)	100	$1.15

RECOVERY RATES FOR LOST OR DAMAGED ITEMS WILL BE PER LOCAL MARKET CONDITIONS FOR _____*_____. THIS IS __*_% OF PURCHASE PRICE.

ITEM	PURCHASE PRICE (NEW)	RECOVERY PRICE
BDU TROUSERS	$35	$
BDU JACKET	$33	$
FLIGHT SUIT	$50	$
T-SHIRT	$2	$
UNDERWEAR (MALE)	$2	$
UNDERWEAR (FEMALE)	$5	$
BRA	$5	$
SOCKS (PAIR)	$2	$
TOWEL (HAND OR BATH)	*$2*	$

EXAMPLE OF GENERAL PRICING FORMAT FOR LAUNDRY & DRY-CLEANING:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	See above item list for various military clothing items	_____	_____	$_____	$_____
xxxx	Same as above	_____	_____	$_____	$_____
xxxx	Same as above	_____	_____	$_____	$_____

10. FORKLIFTS

(a) FORKLIFT (Specifications): The services to be rendered consist of rental, delivery, maintenance and removal of a specified type and size of forklift(s).

(1) Contractor shall provide forklift(s) for the stated rental period which will be of a commercial type that is equipped for outdoor use. The lifts must have the capability of lifting the specified weight (Kilos), to a minimum of 2.5 meters in height. In addition the equipment shall be capable of maintaining stability on a 6% incline, while handling a load of the specified amount.

(2) At the time of delivery the forklifts shall be in a sound mechanical condition free of all known defects, ready for immediate use. The equipment must meet all the applicable VDE and Trade Union requirements for safe operations.

(3) In addition to the above, the forklifts will be equipped with the following:

(i) Gas/diesel powered engine
(ii) Self-sustained electrical system to include an electric starter
(iii) Pneumatic tires (snow chains to be provided during winter months)
(iv) Spark proof exhaust system
(v) Front and rear lights that will facilitate on-road operations during periods of darkness.
(vi) Driver protection roll bar
(vii) Adjustable forks
(viii) Warning device (automatically activated when the lift is placed in reverse gear)

(4) The Contractor shall furnish all the transportation, labor, material and supervision required for the delivery, operational test, repair and maintenance and removal of the equipment at the end of the rental period. In addition the Contractor shall furnish all POL products, (with the exception of fuel). This is to include distilled water for batteries.

(5) The Contractor shall provide a point of contact for "on call, maintenance and/or replacement of equipment. The point of contact must be available from 08:00 to 20:00 hours to include Saturdays, Sundays and all local and American holidays. The Contractor shall provide all the labor, material and supervision required to keep the equipment in a serviceable and safe operating condition. Repair and maintenance may be performed on site, subject to coordination with the COR. If a forklift becomes inoperable due to the need for repair and/or maintenance, the Contractor will be notified immediately. The Contractor must respond, within six (6) hours after notification, to perform the repair and maintenance services. If repair and maintenance services cannot be performed within the same day, the Contractor shall furnish a replacement unit. Equipment that remains inoperable for more than a 12 hour period will be considered not available for use and rental fees will cease until the equipment is repaired to a fully operational condition or replaced with a serviceable unit. The pick-up and removal of inoperable equipment will be accomplished at.-Contractor expense.

(b) FORKLIFTS—ACCEPTANCE & RETURN

(1) Acceptance for forklifts by the Government: At the time the forklifts are delivered to the Government, the Contractor shall issue in duplicate a document, written in English, for each fork-lift, which provides the user a means to annotate the conditions of the equipment. In addition, general operating instructions, to include the refueling procedures, how to check and add oil, proper operating techniques and preventive maintenance procedures will be provided by the Contractor. The Contractor and the COR will jointly inspect the equipment for completeness and will list all damage (such as, but not limited to, scratches, dents, etc.) on the document. The document must be signed and dated by both the COR and the Contractor as acknowledgment that the forklift was received by the Government in the condition described/ annotated. A copy of the document shall be retained by the Contractor and the COR for use during the joint inspection that must again be conducted at the end of the rental period.

(2) Return of forklifts to Contractor: Upon expiration of rental period, forklifts will be returned to the Contractor, clean and complete with all accessories. Utilizing the document, a joint inspection will be conducted and all discrepancies will be noted. Both the COR and the Contractor, or his authorized representative must sign the document to acknowledge the return of the equipment in the described condition. Reasonable wear and tear, as well as damages which are not annotated on the turn-in document shall not be considered as valid if the Contractor later submits a claim against the Government.

EXAMPLE OF GENERAL PRICING FORMAT FOR FORKLIFTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	FORKLIFT 3 TON	EACH	____	$_____	$_____

11. FORCE PROTECTION

(a) During an OOTW support event, the HS Contractor may be requested to provide force protection in non-hostile environments. Support required may include, but not limited to, security personnel, escorting (sea and land), barriers, fencing, lighting, or equipment.

(b) If there is a requirement for force protection, a specification or statement of work will be provided to the HS Contractor for pricing prior the receiving an order from an authorized Contracting Officer.

12. LOGISTICS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide logistics support. Support may include, but not limited to, assistance with customs and air, ground, or rail transportation for pre-deployment and site surveys in remote areas.
(b) If there is a requirement for logistics support, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

13. SUPPLIES

(a) During an OOTW support event, the HS Contractor may be requested to provide various types of supplies when not readily available from the U.S. Government supply system. General supplies are classified as follows:

Class I – Food, Rations, and Water (e.g., bottled water, ice, reefers, etc.)
Class II – Clothing (e.g., foul weather gear, poncho liners, boots, etc.)
Class III – Petroleum, Oils, and Lubricants
Class IV – Construction Material (e.g., lumber, gravel, barriers, haul assets, yellow gear, fasteners, concrete mix, etc.)
Class VI – Personal Items (e.g., parts for commercial vehicles, camp equipment, air conditioners, cell phones, computers and peripheral equipment, coffee makers, microwave ovens, etc.)
Class VIII – Medical Supplies (e.g., medicines, medical supplies, veterinary medicines)
Class IX – Repair Parts
Class X – Miscellaneous Supplies

(b) If there is a requirement for supplies, the bill of materials or specifications will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

14. REPAIR SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide repair services. Services may include, but not limited to, repair of generators, light suites, environmental control units, vehicles (e.g., commercial trucks and cars) and material handling equipment (MHE).

(b) If there is a requirement for repair services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

15. CAMP AND FIELD HABITABILITY SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide camp and field habitability services. Services may include, but not limited to, rental of toilet/bathing facilities, berthing trailers, rental of pre-existing hard structure buildings or hotel rooms, garbage collection services, potable water, vehicle rental, laundry services, cell phones, fuel, food service, power generation/distribution, pest extermination services, plumbing services, and administrative support.

(b) If there is a requirement for habitability services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

16. TRANSPORTATION SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide transportation services. Services may include, but not limited to, providing vehicles/trucks/buses (with and without drivers), tactical level transportation (air, ground, rail, and sea) in remote areas when military transportation isn't available, and express delivery services (e.g., DHL, FEDEX, etc.).

(b) If there is a requirement for transportation services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

17. INFORMATION OPERATION/SYSTEMS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide information operation/systems support.

(b) If there is a requirement for information operation/systems services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

18. MORTUARY AFFAIRS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide mortuary affairs support.

(b) If there is a requirement for mortuary affairs support services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

19. CULTURAL AWARENESS TRAINING

(a) During an OOTW support event, the HS Contractor may be requested to arrange cultural awareness training.

(b) If there is a requirement for cultural awareness training, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

20. DIETICIAN SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide dietician support.

(b) If there is a requirement for dietician support, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

21. COMMUNICATIONS

(a) During an OOTW support event, the HS Contractor may be requested to provide communications services. Services may include, but not limited to, providing cell phones, satellite phones, internet connectivity, calling cards, land lines, and Wi-Fi services.

(b) If there is a requirement for communications services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

22. TRANSLATION SERVICES

(a) During an OOTWsupport event, the HS Contractor may be requested to provide translation services.

(b) If there is a requirement for translation services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

23. MORALE, WELFARE, AND RECREATION (MWR) SERVICES

(a) In the absence of an existing U.S. Government authorized Information, Ticket and Tours (ITT) contract, during an OOTW support event, the HS Contractor may be requested to provide MWR services. Services may include, but not limited to, providing arranging trips, tours and hotel accommodations.

(b) If there is a requirement MWR services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

Attachment 10 - QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Husbanding Services
Western Pacific & Indian Ocean Regional Contracts

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance-based Performance Work Statement (PWS). This performance-based plan sets forth the procedures and guidelines the U.S. Fleet & Industrial Supply Center, and its detachments will use to monitor contractor's performance, evaluating port visit cost reporting, non-priced item pricing performance, and ship's overall satisfaction with the of the husbanding service contractor's port visit services.

1.1 PURPOSE

1.1.1. The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the port visit cost reporting requirements, adhering to the non-priced item pricing performance standards, and meeting the ship's task order requirements as identified in the PWS.

1.1.2 This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

2.0 PERFORMANCE MANAGEMENT APPROACH

2.1 The performance-based PWS structures the acquisition around "what" service is required as opposed to "how" the contractor should perform the work. This QASP will define the performance management approach taken by the Contracting Officer to monitor, manage, and take appropriate action on the contractor's performance against expected outcomes or performance objectives communicated in the PWS. Performance management rests upon developing a capability to review and analyze information generated through performance metrics. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management. The data generated in a performance management approach provides information that indicates whether or not expected outcomes for required services are being achieved adequately by the contractor.

2.2 Performance management also represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether or not outcomes are being achieved and migrates away from scrutiny on compliance with the processes and practices used to achieve the outcome. The only exceptions to process reviews are those required by law and compelling business situations

such as safety and health. An outcome focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved at the desired levels of performance.

3.0 PERFORMANCE MANAGEMENT STRATEGY

3.1 The contractor will develop and utilize staffing and procedures, for use on a continuous basis, for self inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS.

3.2 The Contracting Officer will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The Government will make decisions based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

4.0 ROLES AND RESPONSIBILITIES

4.1. Procuring Contracting Officer (PCO). The PCO is the individual who performs preaward functions and awards or executes a contract. The PCO will retain post award functions. Accordingly, the PCO performs assigned post award functions related to the administration of the contract. Ensures performance of all necessary actions for effective contracting, monitors compliance with the terms of the contract, and safeguards the interests of the Government. The PCO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

4.2. Contracting Officer Representative (COR). The Government personnel who perform quality assurance functions for a contracted service.

- Provide technical assistance to the contracting office
- Provide functional continuity and stability
- Maintain proficiency in contract surveillance procedures
- Perform surveillance in accordance with the surveillance plan and provide documentation of surveillance observations to the PCO, as required
- Notify the PCO of any significant performance deficiencies
- Prepare input to the Contractor Performance Assessment Reporting System (CPARS)

4.3 Ordering Officers (e.g., Ship SUPPO) are responsible to

- Issue the orders in accordance with the terms and conditions
- Monitor, assess, and communicate the performance of the contractor. Government surveillance may occur under authority of the Inspection/Acceptance paragraph of clause 52.212-4, Contract Terms and Conditions – Commercial Items, for any supply or service relating to the contract.

5. PERFORMANCE OBJECTIVES AND METHOD OF SURVEILLENCE

The contractor shall provide husbanding service support in accordance with the PWS. While the contractor is fully expected to comply with all requirements in the PWS, the government's assessment of contractor performance will focus mainly on the performance objectives that are also listed in the Attachment 10a. QASP Matrix. The level of the acceptance for each objective is also established

5.1. Performance Objective #1:

Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 schedules provided as part of the RFP. The On-line Pricing Application Tool may be utilized for the creation of the estimate.

Method of surveillance: E-mail received from the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided.

Level of acceptance:

- On time 100%

- Up to 2 working days late, but before ship's arrival 80%

- 3-4 working days late, but before ship's arrival 60%

- Over 4 working days late but before ship's arrival 40%

- None before ship's arrival 0%

5.2. Performance Objective #2:

Submit final LogSSR within seven (7) days of each ship's departure (includes entering data into LogSSR and submitting all supporting documentation).

Method of surveillance: Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.

Level of acceptance:

- Within 7 calendar days after ship's departure 100%

- Within 08-14 calendar days after ship's departure 80%

- Within 15-30 calendar days after ship's departure 50%

- Over 30 calendar days after ship's departure 0%

5.3. Performance Objective #3:

LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages).

Method of surveillance: Compare the LogSSR data and PVCR/invoice data.

Level of acceptance:

- No errors 100%

- 1 error 80%

- 2 errors 60%

- 3 errors 40%

- Over 3 errors 0%

5.4. Performance Objective #4:

In Port Pricing. The HSP shall maintain the online pricing application's 'real-time' pricing capability and update non-priced item pricing and ordering data during the actual performance period the ship is in port. The HSP shall continue to input documentation into the application during the entire port visit.

The HSP shall update this report at least once per day of performance between the hours of 0700 and 2300, if applicable, while ship is in port until the completion of the ship's visit.

Method of surveillance: check the on-line pricing tool during the ship's visit and after the ship's departure to verify that the contractor updates the On-line Pricing Application with the additional requirements and for the non-priced item the procedure established has been followed.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

5.5 Performance Objective #5

Final Price Report. A Final Price Report must be reported in On-line Pricing Application Tool and itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 within forty eight (48 hours) after a ship leaves port. The HSP shall include all paid and unpaid invoices to the report.

Any changes to final prices paid shall be updated within the On-line Pricing application within one (1) calendar day of the change.

Method of surveillance: periodic checks of the On-line Pricing Application during port visits and forty eight (48 hours) after a ship leaves port.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

5.6 Performance Objective #6:

Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.

Method of surveillance: After each ship visit, the ship submits a port visit cost report indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

6.0 METHODOLOGIES TO MONITOR PERFORMANCE

6.1 In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate contractor performance. The Contracting Officer will use the On-line Pricing Application, the LogSSR and any input from the requiring activity as sources of comments on the contractor's performance.

6.2 The ships always have the option to communicate complaints to the Contracting Officer as opposed to the contractor. The complaints can be submitted during or after the visit; however the primary document that reports the complaints is the Port Visit Cost Report (PVCR). The Contracting Officer will accept the ships complaints and will investigate.

7.0 QUALITY ASSURANCE REPORTING

7.1. Within 30 days following the end of each quarter, the COR/PCO will prepare a report that shows the level of acceptance for each performance objective reached throughout the quarter. An overall average of the performance area objective area scores will be tracked for each port visit and for all port visits within the quarter. 80% is the overall goal for performance in each of these areas.

8.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

8.1 The Government shall use the observation methods cited to determine whether the AQLs have been met. The Government will evaluate the results which then may be translated into the specific negative incentives should performance not meet the AQL (for failure performance, see paragraph 9.0)

8.2 The PCO may require the contractor's project manager, or a designated alternate, to meet with the Government personnel as deemed necessary to discuss performance evaluation. The PCO will define a frequency of in-depth reviews with the contractor. However, if the need arises, the contractor will meet with the PCO as often as required or per the contractor's request. The agenda of the reviews may discuss:

- Performance measured by the metrics and trends
- Issues and concerns of both parties
- Recommendations made by the KO based on contractor information
- Issues arising from independent reviews and inspections

8.3 The PCO and contractor should jointly formulate tactical and long–term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the PCO.

9.0. FAILURE TO PERFORM

9.1 The contractor may be contacted for consideration, may receive negative past performance ratings or may be terminated based on failure to perform.

Consideration: The KO will negotiate consideration in instances where the HSP fails to meet performance requirements.

Negative Past Performance Ratings: The COR may submit negative performance information into the Contractor Performance Assessment Reporting System (CPARS).

Termination. If the KO determines that the contractor has failed to perform to the extent that a termination for cause is justified, the KO shall issue a notice of termination, consistent with FAR Part 12.

LIST OF ATTACHMENTS

Attachment 10a. QASP Matrix

Attachment 10a: QASP Matrix

Attachment 4a	Required Service	Levels

Required Service	Performance Standards	Method Of Surveillance	Goals
Timely submission of estimates within 48 hours after receipt of the order.	Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2. The On-line Pricing Application Tool may be utilized for the creation of the estimate.	E-mail received by the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided..	- On time 100% - Up to 2 working days late, but before ship's arrival 80% - 3-4 working days late, but before ship's arrival 60% - Over 4 working days late but before ship's arrival 40% - None before ship's arrival 0%
LogSSR and final cost reports	Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.	LogSSR Data-base	- Within 7 calendar days after ship's departure 100% - Within 08-14 calendar days after ship's departure 80% - Within 15-30 calendar days after ship's departure 50% - Over 30 calendar days after ship's departure 0%
LogSSR report accuracy	LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages)	Compare the LogSSR data and PVCR/invoice data.	- No errors 100% - 1 error 80% - 2 errors 60% - 3 errors 40% - Over 3 errors 0%

In Port Pricing	(1) The HSP shall maintain the online pricing application's 'real-time' pricing capability and update ALL pricing and ordering data during the actual performance period the ship is in port. The HSP shall continue to scan support documentation into the application during the entire port visit. (2) The HSP shall update this report at least once per day of performance between the hours of 0700 and 2300, if relevant, while ship is in port until the completion of the ship's visit.	On-Line Pricing Application	- Satisfied 100% - Not Satisfied 0%
Final Price Report	(1) A Final Price Report must be reported in On-line Pricing Application Tool and itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 within forty eight (48 hours) after a ship leaves port. The HSP shall include all paid and unpaid invoices to the report (3) Any changes to final prices paid shall be updated within the application one (1) calendar day of the change.	Online Pricing Application	- Satisfied 100% - Not Satisfied 0%
Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.	After each ship visit, the ship submits a port visit cost report to indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.	Ship's port cost visit report, observations, complaints	- Satisfied 100% - Not Satisfied 0%

Attachment 11 - QUALITY ASSURANCE FOR PROVISIONS

September 2006

SECTION I. GENERAL REQUIREMENTS

1. **SANITARILY APPROVED SOURCES:** All subsistence items shall be from approved sources as authorized, or exempted in NAVSUPINST 4335.4F/AR 40-657/AFR 161-32/MCO P10110.31G. Name and address of processing facility shall identify any subcontracting entities utilized other than the primary contractors. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore has available approved source listings of authorized subsistence incorporated into VETCOM Circular 40-1, Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Hawaii and Pacific) and other regions maintained and published by HQ, US Army Veterinary Command, Fort Sam Houston, Texas (http://vets.amedd.army.mil/vetsvcs/approved.nsf). The U.S. Army Veterinary Representative, prior to commencing a contract/Blanket Purchase Agreement (BPA), shall inspect all required potential sources identified. Failing to pass inspection shall be grounds for not issuing a BPA and grounds for cancellation if the facility fails inspection after a BPA has commenced. This applies to all contractors and subcontractors. Documents cited here shall be provided to the contractor upon written request.

2. **DELIVERY VEHICLES:** The supplies delivered under this contract/BPA shall be transported in a sanitary enclosed/covered or open flatbed vehicle. Semiperishable items delivered in open flatbed vehicle shall be covered with a tarp to protect products from rain or foreign objects. Vehicles shall be equipped to maintain the appropriate temperature for the subsistence being delivered. Vehicles shall be maintained in a sanitary condition to prevent contamination of the food and shall be subject to inspection by the government at all reasonable times. Supplies submitted for acceptance in vehicles, which are not sanitary, may be rejected without further inspection. Concurrent transportation of bulk contained pesticides, rodenticides, petroleum products, inedible products, household chemicals, or other caustic or volatile compounds are undesirable but occasionally necessary. When a carrier jointly transports subsistence and cleaning agents or hazardous products, the cleaning agents or hazardous products shall be segregated from the subsistence to the greatest extent. Segregated to the greatest extent means that all cleaning agents or hazardous products shall be unitized, loaded completely lower and horizontally from the subsistence to the maximum distance allowed by the physical configuration of the carrier. Shrink-wrap shall be used to secure items to pallets and provide stabilization.

3. **CODE DATING:** Master-shipping boxes shall be stamped or embossed with code dates, except Fresh Fruits and Vegetables, (FF&V). Coding must represent the date of slaughter, production, pasteurization, manufacture, or expiration/pull date. Open code shall have the date, month and year or Julian date, (last number of the year with the number of days). Closed code, such as letters and numbers, shall have an accompanying letter from the manufacturer explaining the code and shelf life.

4. **PACKAGING:** Standard commercial packaging is acceptable as long as it meets the requirements set forth in this agreement, product is protected from contamination, and quality is preserved. Products shall be packaged in non-returnable commercial containers that do not exceed 55 pounds or 25 kilograms per container. The use of a plastic shrink-wrap to secure items to the pallet shall be minimized.

5. **SHELF LIFE REQUIREMENTS:** Unless otherwise specified in this agreement, products shall be delivered with not less than one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining. If the supplies delivered DO not have the minimum number of days of shelf life remaining as set forth in this agreement, the government shall have the right to reject and/or require replacement.

6. **TEMPERATURE REQUIREMENTS:** Unless otherwise specified in this agreement, all perishable products shall be delivered between 32°F-41°F (0°C-5°C) for chilled and 0°F (-18°C) or below for frozen. Temperatures shall be checked between the primary container and the outer container to reduce product damage. If a discrepancy is suspected, internal temperature shall be checked prior to rejection or acceptance of the products.

7. **REJECTED ITEM:** Any item recommended for rejection by the U.S. Army Veterinary Representative or receiving activity shall be annotated on the invoice or delivery receipt. The Contracting Officer Representative shall negotiate on price adjustment for quality or short shelf life defect as requested by receiving activity based on the U.S. Army Veterinary

Representative inspection results. Replacements shall be coordinated with the Contracting Officer Representative as requested by the receiving activity.

8. **FOREIGN ORIGIN PRODUCTS:** Foreign establishments DO not have to be Directory listed if the prepackaged finished items they produce are imported by distributors or brokers into the continental United States, Hawaii or Alaska for sale to U.S. Armed Forces. This exemption Does not apply to establishments importing food directly into the U.S. territories of American Samoa, Guam, or the Mariana Islands without entering the continental United States, Hawaii or Alaska.

9. **CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD:** See Appendix B below.

SECTION II. QUALITY ASSURANCE PROVISIONS BY ITEM

1. **DAIRY PRODUCTS:**

a. Milk products shall be from approved sources and meet the raw, pasteurized, bacteriological and chemical requirements of the United States Public Health Service (USPHS) Publication 229 (Grade A Pasteurized Milk Ordinance). Frozen deserts and novelties shall be from approved sources in accordance with applicable military or local specifications or in the absence of applicable specifications, good manufacturing practice. Bacteriological and chemical testing may be accomplished at origin or destination. The U.S. Army Veterinary Representative shall submit non-conforming results to the Contracting Officer and provide a copy furnished to the contractor with a letter of explanation. The letter shall inform the contractor that unreliable quality controls may result in suspending further deliveries in accordance with NAVSUPINST 4355.6A/AR 40-70. NAVSUPINST 4355.6/AR 40-70 sets forth the microbiological testing program and suspension procedures for dairy products.

b. Temperature on delivery: Fresh dairy products shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C). Frozen products shall be delivered at 0^{o}F (-18^{o}C) or below.

c. Cheese Related Products:

(1) Soft cheeses such, as mozzarella, natural provolone, cream cheese, and etc., shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C).

(2) Hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, etc., shall be delivered between 32^{o}F and 50^{o}F (0^{o}C and 10^{o}C).

2. **FRESH FRUITS AND VEGETABLES (FF&V): See Appendix A.**

a. All FF&V shall be freshest product available. FF&V shall have eye appeal and shall be a minimum of 90% free from quality defects and 100% free of decay or loss. The Contracting Officer Representative shall negotiate a downward price adjustment for quality defects based on the U.S. Army Veterinary Representative inspection results and confirmed by receiving activity.

b. FF&V shall be delivered in an enclosed vehicle, equipped to maintain the temperature required for the type of FF&V. Mixed loads of FF&V shall be between 35^{o}F and 55 °F (2^{o}C and 12^{o}C).

c. FF&V such as bananas that are sensitive to ethylene oxide shall not be palletized and wrapped with items that are ethylene oxide producers such as apples. Plastic wrapped around the product inside the boxes shall be removed to allow air circulation.

d. Fresh mushrooms shall not be packaged airtight. Packages that are wrapped in plastic shall have air hole cut into plastic 1/8 inch in diameter or larger.

e. FF&V such as bananas, potatoes and onions that are sensitive to chill damage shall be delivered without refrigeration or not less than 56 °F (14^{o}C). FF&V delivered in an open flatbed vehicle shall be protected with a tarp.

f. For repacked FF&V, the recycled boxes shall be clean and odorless; weigh not more than 45 pounds, (20 kilograms); labeled with the name and weight of the item on two adjacent sides of the box and legibly handwritten or printed.

3. **FROZEN MEAT AND POULTRY**

a. Unless otherwise requested, all frozen meat and poultry products must be USDA inspected or USDA certified. They must be listed in one of the following publications: "Meat and Poultry Inspection Directory", or "Directory of Sanitarily Approved Food Establishment for U.S. Armed Forces Procurement. ".

b. Temperature at delivery shall be 0°F (-18°C) or below. If the product is frozen to the point that a bimetallic thermometer cannot be pushed into the product and there does not appear to be significant surface thawing or crystallization the product shall be considered acceptable. These factors shall be considered due to the lack of proper equipment for drilling frozen item.

c. Age at delivery in the frozen state:

(1) Beef shall be delivered no more than 12 months after the date of pack.

(2) Poultry shall be delivered no more than 12 months after the date of pack.

(3) Pork shall be delivered no more than 12 months after the date of pack.

(4) Lamb and veal be delivered no more than 12 months after the date of pack.

NOTE: If the manufacture, slaughter or expiration date is stamped, not embossed on the box, the Health Certificate from origin shall be available for verification by the inspecting U.S. Army Veterinary Representative.

4. **FROZEN WATERFOODS:**

a. Temperature at delivery 0°F (-18°C) or below and shall be checked using the guidance reference previously in paragraph II.3.a.

b. Age at delivery in the frozen state:

(1) Seasonal packed items shall be delivered no more than 12 months after the date of pack.

(2) Oysters shall be delivered within 6 months of shucking/freezing.

(3) Shrimp shall be delivered within 180 days, of packaging/freezing.

c. General Guidance: All items shall be delivered in excellent condition, practically free of parasites, and show no evidence of mishandling.

5. **SHELL EGGS:**

a. Shell eggs shall be cleaned and free of damage (broken, cracked, leaker, etc.,). The U.S. Army Veterinary Representative shall recommend rejection of eggs with excessive dirt or feces.

NOTE: A small quantity of dirt is allowed on eggs delivered from plants that are only approved for unwashed eggs, small defined as having relatively little size or slight dimension.

b. Fresh shell eggs delivered directly from the farms within 48 hours of production may be delivered in unrefrigerated vehicles that are covered. The vehicles must meet all the requirements listed in Section I, par. 2. Boxes shall be marked with the date of production with the vendor's name and address.

c. Chilled fresh shell eggs that are procured from food distributors shall be delivered in refrigerated vehicles and shall be delivered within 15 days from the date of packaging. Internal temperature of eggs at delivery must be 41°F (5°C) or below.

6. **BAKERY PRODUCTS:**

a. Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined.

b. Bakery products shall be delivered within 48 hours from the date of production. Frozen bakery products shall be delivered within 6 months from the date of production, (SL 12 months), and in a refrigerated truck with a temperature of 0°F (-18°C).

SECTION III. SPECIFIED ANCHORAGE DELIVERIES

1. Due to the special circumstances associated with anchorage deliveries, the following exceptions are authorized, but shall not relieve the contractor or the BPA holder of any other requirements in the Quality Assurance Provisions unless specifically listed below:

a. Dairy products may be delivered in non-refrigerated containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. When a refrigerated unit is not used, the dairy products shall be packed in special containers that hold multiple units of product (bi-wall/tri-wall boxes), with dry ice based on the product weight to maintain internal temperature of 41°F (5°C). The special container shall be packed to allow air circulation within. Dairy products shall be given the highest priority for loading/off-loading upon receipt.

b. FF&V may be delivered in unrefrigerated containers in the most expeditious manner to ensure the least amount of exposure to high temperatures.

c. Miscellaneous frozen products may be delivered in non-freezer containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. Frozen items shall be packed with dry ice based on the product weight to maintain frozen state. The special container shall be packed to allow air circulation within. Although slight temperature deviations may occur, proper packaging and sufficient quantities of dry ice shall preclude excessive temperature deviations and thawing. Any item showing sign of thawing shall be rejected.

2. Although special considerations are authorized in anchorage deliveries, no exceptions have been authorized or shall be accepted for reduced sanitary standards, including the sanitation of the vehicles, boats, and shipping containers. The reuse of containers to transport products with dry ice is authorized as long as the container is sanitary and serviceable.

3. No deviations to these Quality Assurance Provisions are authorized without prior written approval from the Contracting Officer and U.S. Army Veterinary Representative. Deviations shall be granted prior to quotes being accepted and only for the particular delivery in question.

APPENDIX A, PERISHABLE FOODS, TO ATTACHMENT 8 (QA PROVISIONS)

The following are requirements that apply to this contract:

PERISHABLE SUBSISTENCE COMPATABILITY GROUPS
(Extracted From DLAM 4145.12/ TM 38-400, April 1994)

Group 1

Temperature: 32° to 34°F (1° to 1°C).
Relative humidity: 90 to 95 percent.

Atmosphere: Normally used on berries and cherries only -10 to 20 percent CO_2.
Ice: Never in contact with commodity.

Note: Most members of this group not compatible with Group 6a or 6b because ethylene production by Group 1 can be high, and thus harmful to members of Group 6a or 6b.

Apples (except those varieties listed in Group 3)
Apricots
Berries (except cranberries) Cherries.
Figs (not with apples, danger of odor transfer to figs; also see Group 6a)
Grapes (not fumigated with surfer dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages).
Peaches
Pears
Persimmons Plums and Pomegranates
Quinces

Group 2

Temperature: 55° to 65°F(13° to 18°C)
Relative humidity: 85 to 95 percent.
Ice: Never in contact with commodity.
Avocados
Bananas
Eggplant {also see Group 5)
Grapefruit [1]
Guava
Limes
Mangoes
Muskmelons, other than cantaloupes
Casaba
Crenshaw
Honey Dew
Persian
Olive, fresh
Papayas
Pineapples {not with avocados, danger of avocados' odor absorption)
Tomatoes, green
Tomatoes, pink {also see Group 4)
Watermelons (also see Group 4 and 5)

Group 3

Temperature: 36° to 41°F (2°to 5°C).
Relative humidity: 90 to 95 percent: cantaloupes about 95 percent.
Ice: In contact with cantaloupes.
Apples (Grimes Golden and Jonathan (both, certain areas), Yellow Newton (California) and Mclntosh
Cantaloupes
Cranberries
Lemons [1] (use 50 to 55°F for more than a month)
Lychees (also see Group 4)
Oranges 1(Florida or Texas)
Tangerines

Group 4

Temperature: 40° to 45°F (4° to 7°C): beans 38° to 42°F (3° to 6°C).
Relative humidi1y: About 95 percent
Ice: Never in contact with commodity.
Beans snap
Lychees (also see Group 3)
Okra
Oranges [1] (California or Arizona)
Pepper; green (not with beans)
Pepper, red (if with green peppers, temperature adjusted toward top of range)
Squash, summer
Tomatoes, pink (also see Group 2)
Watermelons (also see Groups 2 and 5)

Group 5

Temperature: 50° to 55°F (10° to 13°C): ginger not below 55°F.
Relative humidity: 85 to 90 percent.
Ice: Never in contact with commodity.
Cucumbers
Eggplant (also see Group 2)
Ginger (not with eggplant, also see Group 7)
Potatoes (late crop)
Pumpkin and Squashes, winter
Watermelon (temperature adjusted for other members of the group; also see Groups 2 and 4),

Group 6a

This group, except for figs, grapes and mushrooms, is compatible with Group 6b
Temperature: 32° to34°F (0° to 1°C)
Relative humidity: 95 to 100 percent.
Ice: Never in contact with asparagus, figs, grapes, and mushrooms
Artichokes
Asparagus
Beefs, red
Endive and escarole
Figs (also see Group 1)
Grapes (not furnished with sulfur dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages)
Greens
Leek (not with figs or grapes)
Lettuce
Mushrooms
Parsley
Parsnips
Peas
Rhubarb
Salsity
Spinach
Sweet Corn
Watercress

Group 6b

This group is compatible with Group 6a, except for figs, grapes and mushrooms.

Temperature: 13°to 13°F (0° to l°C)
Relative humidity: 95 to 100 percent
Ice: Contact acceptable for all
Broccoli
Brussels sprouts
Cabbage
Cauliflower
Celeriac
Celery
Horseradish Kohlrabi
Onions green (not with rhubarb. Figs, or grapes; probably not with mushrooms or sweet corn)
Radishes
Rutabagas
Turnips

Group 7

Temperature: 5° to 65°F (13° to 18°C)
Relative humidity: 85 to 90 percent.
Ice: never In contact with commodity.
Ginger (also see Group 5)
Potatoes, early crop (temperatures adjusted for others)
Sweet Potatoes

Group 8

Temperature: 32°to 34°F (0° to 13°C)
Relative humidity: 65 to 70 percent.
Ice: never in contact with commodity.
Garlic
Onions dry

[1] Citrus fruits -Biphenyl fungicide may impart off odors to other commodities

The above information was extracted from Lipton, W.J. and J. M. Harvey, Compatibility of Fruits and Vegetables During Transport in Mixed loads, US Department of Agriculture Research Service, ARS51- 48 (September 1972).

Appendix B - <u>CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD</u>

Microbiological criteria for dairy products[1,2]

Product(s)	Standard Plate Count (SPC) (See notes 3&4)	Coliform count (See note 4)	combined yeast and mold count (See note 4)	Preliminary incubation count (See note 5)
Aseptically processed and packaged Milk and milk products	0 per ml (See notes 6&7)		0 per ml (See note 6)	0 per ml (See note 6)
Buttermilk and acidophilus milk		10 per gram		
Cottage cheese		10 per gram		10 per gram
Cream, sour cultured		10 per gram		10 per gram
Grade A pasteurized milk and milk products	20,000 per ml		10 per ml	200,000 per ml

Ice cream products, flavored, fruit and / or nuts	50,000 per gram	20 per gram	
Ice cream products, vanilla and plain flavored	50,000 per gram	10 per gram	
Frozen dessert mix:			
Vanilla flavor	50,000 per gram	10 per gram	10 per gram
other flavors	50,000 per gram	20 per gram	10 per gram
Yogurt, chilled		10 per gram	
Yogurt, frozen, plain		10 per gram	
Yogurt, frozen, flavored		20 per gram	
Yogurt, soft serve mix		10 per gram	

Notes:
1. Phosphates as specified in the PMO.
2. Products shall be free of antibiotic or pesticide residues or below the action levels established for such residues by the applicable Federal Regulatory Agency. Antibiotic residue testing shall be by the method described in the PMO. Examinations and test to detect adulterants, including pesticides, shall be conducted by methods recognized by the applicable Federal regulatory agency.
3. Not applicable to cultured products.
4. All counts are maximum allowed standards.
5. Samples must be received within 72 hrs of pasteurization. Preliminary incubation test is used as a determination of keeping quality.
6. Nonconformance's will be considered an imminent health hazard.
7. Either aerobic or anaerobic SPC.

Microbiological criteria for Environmental Swabs[1,2]			
	Aerobic Plate Count (APC)	Coliform Count	
ATP (RLU) Counts			
Environmental swab	100 per 50 sq cm	10 per 50 sq cm	See Note 3

Notes:
1. Microbiological counts can be used as an index for evaluating the sanitation status of processing equipment and the facility.
2. All counts are maximum recommended limits.
3. Relative Light Units (RLU) are directly correlated to log cfu/sq cm . RLU maximum tolerances are dependent upon the manufacturer of the ATP bioluminescence reader. Follow manufacturer's instructions for RLU limits.

Microbiological criteria for Fish, fresh or frozen, including shellfish		
Counts[4]	m	M
Aerobic Plate Count (APC)	5,000 per gram	1,000,000 per gram
E. coli	10 per gram	500 per gram
Staphylococcus aureus	100 per gram	1,000 per gram

Vibrio parahaemolyticus [1]	10 per gram	100 per gram
Vibrio vulnificus[2,3]	Zero (0) Tolerance	
Salmonella[2]	Zero (0) Tolerance	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Used for oysters and fish designed to be consumed raw.
2. No viable pathogen in a 25 gram sample.
3. Limit is established as non-detectable depending on method used and detection limit.
4. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Fruit Juice, Fresh or Frozen

Product(s)	Standard Plate Count (SPC) [3] m	Standard Plate Count (SPC) [3] M	Coliform count	Combined Yeast and Mold count
Aseptically processed juice[1]	0		0	0
Pasteurized Juice[2]		20,000 per ml	20 per ml	200 per ml
Non-Pasteurized Juice[4]	50,000 per ml	100,000 per ml		

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Must be labeled as aseptically processed and process must be verified.
2. Must be labeled as pasteurized.
3. Plate count limits for juices, except for aseptically processed juice, are used as a quality indicator and may assist in determining keeping quality and/or shelf life.
4. Non-pasteurized juice is not approved for US Armed Forces Procurement.

Microbiological criteria for Kimchee [1,3,4]

Counts [9]	m	M
Coliform (MPN)	10 per gram	
Clostridium perfringens	100 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Pseudomonas ssp [7]	200 per gram	

Streptococcus ssp [7]	10 per gram	
Listeria monocytogenes[8]	0	
Salmonella ssp[2,8]	0	
Vibrio ssp[5,8]	0	
Salt %	≥ 2.5/wt	≤ 3.5/wt
pH	≥ 4.2	≤ 4.7
Polygalacturonase [6]	Negative	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Products containing monosodium glutamate (MSG), nuts or nut oils must be labeled appropriately to reflect potential allergenic contents.
2. Only for varieties containing meat or poultry, sprouts, watercress or melon.
3. Varieties of Kimchee include, but are not limited to: Vegetables: winter, spring, cucumber, wrapped, Yolma, Chang, radish (Nabak), white (Pak), western-cabbage, pony-tail radish (Chonggak), eggplant, green onion, pumpkin, spinach, leek, green pepper; Chanachi: radish, green pepper, cucumber, garlic cabbage; Kaktagi: radish, radish and oyster Kaktuki; Tong Chimi;: radish tongchimi; Shikhae: chicken, andong, Alaskan Pollock shikhae.
4. All Kimchee products must be delivered and stored refrigerated with a definitive shelf life marked on each container.
5. Only for varieties containing fish or seafood ingredients.
6. Polyglacturonase activity is an indicator of overripening and spoilage, inferring the possible presence of Bacillus subtilus, Saccaromyces fragilis, Candida pseudotropicalis, Oospora lactis, Asperfillus ssp., and Penicillium ssp.
7. Excessive acidification may be due to high counts of these organisms; this is an indicator of very poor quality product.
8. Zero tolerance pathogens.
9. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Retail Ground Beef, Beef Trimmings, Ground Pork , Poultry (Chilled or Frozen)		
Counts	m	M
Aerobic Plate Count (APC)	100,000 per gram	1,000,000 per gram
Fecal Coliform	50 per gram	500 per gram
Total coliform	100 per gram	1,000 per gram
E. coli	10 per gram	< 110 per gram
Coagulase Positive Staph	<100 per gram	500 per gram
Salmonella species	Zero (0) Tolerance[1]	
E.coli O157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.

Microbiological limits for Sandwiches, Prepared Salads and Spreads, Bagged Salad, and Cut Vegetables [4]		
Counts[3]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli most probable number (MPN)	3 per gram[2]	10 per gram
Coliform (fecal)	10 per gram	100 per gram
Yeast and mold count	200 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Campylobacter jejuni	Zero (0) Tolerance[1]	
Salmonella species	Zero (0) Tolerance[1]	
Listeria moncytogenes	Zero (0) Tolerance[1]	
E. coli 0157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that "M" are of marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. No viable pathogen in a 25 gram sample.
2. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
3. Products may not be examined for all microbial characteristics as listed above. Contact laboratory if specific tests are required.
4. Tuna, chicken, ham and egg salads are tested the same, regardless whether on bread or submitted in tubs, buckets or other retail containers.

Microbiological criteria for Soft Serve Ice (cream) Milk and Soft Serve Yogurt at the retail/user level[2]		
Counts	m	M
Standard plat count [1]	50,000 per gram	250,000 per gram
Coliform	10 per gram	100 per gram
Combined Yeast & Mold		100 per gram

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
Standard Plate Count (SPC) does not apply to yogurt products.
Soft serve and Yogurt machines.

Microbiological limits for Tofu		
Counts[2]	m	M

Aerobic plate count (APC)		100,000 per gram	1,000,000 per gram coli (MPN)
<3 per gram	10 per gram		
Staphylococcus aureus		100 per gram	1000 per gram
Salmonella species[1]		Zero (0) Tolerance[1]	
Listeria moncytogenes[1]		Zero (0) Tolerance[1]	
Yersinia entercoliticus[1]		Zero (0) Tolerance[1]	

Legend:
m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. Products may not be examined for all microbial characteristics as listed above.

Microbiological and Chemical criteria for Bottled Water[1] and Vending Machine Water[2] and Ice		
Counts	m	M
Coliform	0 per 100 ml	
Coliform (bottled water)	0 per 250ml	
Heterotrophic Plate Count [5]	1000 per ml	100,000 per ml
Pseudomonas aeruginosa	Zero (0) Tolerance	
Flouride[2]		
Arsenic[2]		
Trihalomethanes[2]		
Chlorine[2]		
Dissolved Solids[4]		
Silver [3]	None Detectable	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Bottled water is tested IAW the specific limits set forth by the Code of Federal Regulations (CFR) and current Environmental Protection Agency (EPA) regulations.
2. Vending machine water requirements are from the Association of Food and Drug Officials Model Code, 1997; Ice standards are derived from the International Packaged Ice Association. These are the minimum tests required for Vending Machine water.
3. Current published regulatory limits apply.
4. Only those machines utilizing silver impregnated carbon filters. Dissolved solids measurements are for vending machines labeled "Purified".
5. Ice and water derived from well water or surface water sources marketed at retail have higher allowable HPC limits. See current guidelines established in the CFR.

Microbiological criteria for Retail/User level Pre-packaged Deli and RTE Products[4]					
Product(s)	APC[3]	Listeria spp.[2]	Salmonella[2]	Coliform[2]	E.Coli O157:H7

Luncheon Meats, frankfurters, Beef, poultry & pork	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance
Cheese, soft and hard	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Pasteurized, liquid, frozen or Dried egg	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Pizza topping (meat & cheese)	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Dried meats sticks, jerky [1]	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance

Notes:
1. Yeast and mold combined count should not exceed 100 /g.
2. No viable pathogen in a 25 gram sample. All counts are maximum allowable limits.
3. See Table Below for APC values in RTE Products.
4. Includes all like type/style products not otherwise listed.

Additional Microbiological limits for Commercial (Food Court Style) RTE Products[2,4]

Counts	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli (MPN)	3 per gram [3]	10 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
E. coli 0157:H7[1]	Zero (0) Tolerance[1]	
Campylobacter jejuni	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. This table is primarily designed for hot food lines.
3. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
4. Products may not be examined for all microbial characteristics when submitted. These values are primarily used when conducting food borne illness investigations and overall quality characteristics.

PART VI - Summary of Directory Listing Requirements

Federal Supply Class (*Note 1)	Listing Required	Listing Not Required
8905 (*Notes 2, 3)	All fish, meat, poultry, and shellfish, including:	Crabs, live.
	Buffalo meat.	Crawfish, live.
	Fish, canned.	Fish, fresh or frozen, whole and/or eviscerated, head on or off, unscaled, unpackaged.
	Fish, fresh or fresh smoked, modified atmospheric packaged.	
	Fish, fresh or frozen, packaged.	Lobster, live.
	Herring, pickled.	Shrimp, fresh or frozen, whole or head off.
	Quail.	

	Rabbits.	
	Salmon, smoked.	
	Squid.	
8910	All dairy foods and eggs, including:	Chocolate drink mix, non-dairy.
(*Notes 4, 5)	Cream, sterilized.	Powdered dairy mixes.
	Creamer, coffee, dairy.	Toppings, non-dairy.
	Dairy soft serve mixes.	
	Desserts/puddings, frozen.	
	Egg nog, canned.	
	Egg substitutes.	
	Italian ices.	
	Topping, real cream.	
	Yogurt, fresh or frozen.	
8915	All pre-cut pre-packaged minimum processed fresh	All unprocessed fruits and
(*Note 7, 8)	fruits and vegetables.	vegetables.
	Kimchee.	Olives.
	Mushrooms, whole and sliced.	Fruit juices and nectars, shelf stable
	Salads, non-meat, with or without dressing	or frozen concentrate.
	(not USDA listed).	
	Vegetable sprouts.	
	Fruit juices and nectars, refrigerated.	
8920	Bakery and cereal products (baked and unbaked, fresh	All other bakery products, including:
(*Notes 6, 9)	and frozen), specifically:	Bagels.
	Croissants.	Batter mix, dry.
	Doughnuts	Biscuits, canned.
	Egg roll wrappers.	Breads, rolls, and buns.
	Flour and corn tortillas.	Cake mix, dry.
	Wet pasta (noodles).	Cakes, unfilled.
	Pastries.	Cookie mix, chilled or dry.
	Pies.	Cookies, unfilled.
	Soft pretzels.	Crackers.
	Won ton wrappers.	Cupcakes, unfilled.
	Filled bakery items.	Dough, frozen or chilled.
		Dumplings, frozen.
		English muffins.
		Flour.
		Fruitcakes.
		Melba toast.
		Muffins
		Pancake batter, frozen.
		Pancake/waffle mix.
		Pasta, dry (noodles).
		Pizza crust.
		Taco shells.
		Toaster pastries.
		Pie crusts, unfilled.
		Waffles, frozen.
8925		All confectionery, nuts, and sugars.
8930		All jams, jellies, and preserves.
8935		Bouillon and soups.
8940	Dietary foods and specialty preparations,	All other dietary and specialty
(*Notes 2, 3, 4, 5, 10)	specifically:	preparations, including:
	Fish, meat, poultry, dairy, egg, and shellfish products.	Baby formula, canned.
	Pickled eggs.	Chips, nacho or potato.
	Frozen dinners.	Creamer, coffee, imitation (non-

	Pudding novelties, frozen or chilled.	dairy).
	Tofu.	Dips.
		Nacho cheese, canned.
		Nutri-why.
		Popcorn.
		Puddings, canned.
8945		Fats and food oils, including margarine
8950		All condiments and related products, including:
		Salad dressings.
		Mexican salsa)
8955		All cocoa, coffee, and tea.
8960	Beverages, nonalcoholic; specifically:	All other nonalcoholic beverages, including:
	Ice.	Dry ice.
	Bottled water.	Fruit drink mix containing no fruit juices.
8965		Non-MRE beverages, alcoholic.
8970 (*Note 2)	MRE food composite packages	Non-MRE composite food packages.
8975		All tobacco products.

*Notes:

1. For complete item listing within each class of the 8900 (subsistence) Federal Supply Class (FSC) Group, refer to Federal Supply Catalog C8900-SL, Stock List--FSC Group 89 Subsistence.
2. Meat and poultry establishments listed in the *USDA Meat and Poultry Inspection Directory* may serve as sources of meat and poultry items as indicated. These products must bear the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to meat or poultry inspection acts must also be Directory listed for those items.
3. Directory listing is not required for establishments on the Interstate Certified Shellfish Shippers List (ICSSL). Fish, fresh or fresh smoked, modified atmospheric packaged (when distributed in a chill state) must be Packed Under Federal Inspection (PUFI) by the USDC or listed specifically in this Directory. Establishments supplying other fish products must be Directory listed unless listed by the United States Department of Commerce (USDC) in the *USDC Approved List of Fish Establishments and Products*.
4. Directory listing is not required for shell egg sources listed in the *Directory of Grading Offices and Plants Operating Under USDA Poultry and Egg Grading Programs.* Establishments listed in the *USDA Meat and Poultry Inspection Directory* for dried or liquid/frozen egg products may serve as sources for those products, as coded.
5. Establishments having a pasteurized milk compliance rating of 90 percent or higher, certified by a State milk sanitation officer, and listed in the *Sanitation Compliance and Enforcement Rating of Interstate Milk Shippers (IMS) List* may serve as sources of milk and milk products, as listed. Listing in this Directory is mandatory to serve as a source of other milk and milk products and/or frozen dessert items. Establishments listed in the *Dairy Plants Surveyed and Approved for USDA Grading Service* may serve as sources of manufactured or processed dairy products as listed by product code. Those operations denoted with "P" codes (packaging and processing) must be Directory listed when providing ungraded manufactured or processed dairy products.
6. Directory listing is not normally required for semiperishable and nonanimal origin ingredient sources for items such as ready-to-eat bakery products and ice cream.
7. Establishments processing ready-to-eat, chilled, and prepared non-meat salads (such as potato, egg, tuna, chicken, turkey, ham, bean, macaroni, or cole slaw) must be Directory listed.
8. Only pasteurized juices are authorized for purchase by the DOD.
9. Directory listing for natural and artificial cream or fruit filled pie crusts, cakes, and cookies is not required if the finished item will not support pathogenic microbial growth.
10. Establishments producing finished products containing less than 3 percent by weight components of animal origin may be exempted from Directory listing by the command publishing this Directory.

Attachment 12 - FLOATING LINE OF DEMARCATION SPECIFICATIONS

The following are Floating Line of Demarcation (FLD) Specifications used for this contract:

1. The Contractor shall provide a FLD to identify a restricted area in the water of approximately 330 feet (100 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. The FLD is to help identify a safe standoff zone.

2. The size of the FLD will depend on the class of ship. Pier side, the FLD should be positioned 330 feet (100 meters) fore and aft of the ship and 330 feet (100 meters) out into the water from the ship. If sufficient space is not available then the FLD will be positioned as far as possible from the ship. At anchorage, the FLD will be positioned 330 feet (100 meters) outside the swing radius of the ship.

3. There are two types of FLDs that are currently authorized.

3.1. Continuous Line FLD – If allowed by the Port, the Contractor shall provide a Continuous Line FLD per the specifications listed below.

3.1.1. The FLD must fully enclose ships at dockside or at anchorage. The FLD will have an Entry Control Point (ECP) where the FLD may be opened up when authorized watercraft require access to the ship. The Contractor will provide a boat and crew to open up and close the FLD at the ECP.

3.1.2. Specifications:

3.1.2.1. Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable ECP for access.Floatation devices positioned every meter on the line.

3.1.2.2. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing strobe lights (standing at least one meter high above the water) and positioned every 75 meters along the line.

3.1.2.3. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the FLD. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD intact at all times regardless of sea conditions. Failure of the system to remain in place may result in deductions to the invoice.

3.2. Buoy System FLD - This is an acceptable alternative to the Continous Line FLD requirement. Some Ports may require the buoys to be temporarily moved and replaced if a commercial ship requires the water space. Whether continuous line FLD or buoy system FLD is ordered and provided, billing shall be at the single rate specified in the Attachment 2 schedules for the ‘Floating Barrier/Line of Demarcation‘ under LLIN XX13AG.

3.2.1. The Contractor shall provide a Buoy System FLD per the specifications provided below.

3.2.2. The Contractor shall provide a Buoy System FLD to identify a restricted area around ships. The purpose of the Bouy System FLD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 100 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible on both ship and shore based radar. The Picket Boats will patrol outside of this visual reference. The Buoy System FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) workboats to tend to the Buoy System FLD at all times.

3.2.3. Provide the system with weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

Attachment 13 - PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

1. The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

2. The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

3. Ships at anchorage will normally require two Picket Boats.

4. The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate Lot Line Item in the contract.

5. The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

6. The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

7. The Picket Boat will meet the following requirements:

7.1. Licensed for commercial operations by local country Department of Transportation.

7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

7.4. If a deckhand crewmember is required, only qualified personnel are used.

7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

7.11.4. Portable Spotlight

Attachment 14 - SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

    1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

    1.2. Security guards may be provided through private security firms or through local police officials.

    1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

    1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

    1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pierside:

    2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

    2.2. All pierside guard services will be performed within the parameters of local Laws and Regulations.

    2.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

    2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

    2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

    2.6. The following equipment will be required as a minimum for each guard:

        2.6.1. Uniform as provided by contractor or authorities;

        2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. ROEs Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats:

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2 If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3 The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4 As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

Attachment 15 - FUEL SPECIFICATIONS

The following are the Fuel Specifications for this contract:

SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	**Requirement**	**Text Method**
Appearance, @ 25ºC or ambient temperature whichever higher	Clear, bright and free of vis particulates	D 4176 1/
Demulsification, @ 25ºC, minutes (max)	10	D 1401 2/
Density, @ 15ºC, kg/m^3 (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, ºC 50% point, ºC 90% point, ºC, (max) end point, ºC, (max) Residue º Loss, % vol., (max)	 Record Record 357ºC 385ºC 3.0	D 86 3/
Cloud Point, ºC, (max)	-1ºC	D 2500
Color, (max)	3	D1500
Flash Point, ºC, (min)	60ºC	D 93 4/
Particulate Contamination, mg/liter, (max)	10	D 5432 5/
Pour Point, ºC, (max)	-6ºC	D 97
Viscosity, @ 40ºCm mm^2/second	- 1.7 - 4.3	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100ml	1.5	D5304 (R), D 2274 6/
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664
Aniline Point, ºC, (min)	60ºC	D 611
Ash, % wt., (max)	0.005	D 482
Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 7/
Corrosion, @ 100ºC, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min) Cetane Index, (min)	42	D 613 (R), D 976 8/
Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 26
Trace Metals, ppm, (max) Calcium Lead Sodium plus Potassium Vanadium	 1.0 0.5 1.0 0.5	D 3605 9/
Additive Names and Dosages	Record	

1. If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709, 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains visible sediment or particulate matter, but meets the requirement of 10 mg/1 (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.

2. The demulsification text shall be conducted in accordance with the following exceptions:

(a) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.

(b) The test temperature shall be 25ºC.

(c) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute.

3. As the end point of the distillation is approached, if either a thermometer reading of 385ºC or a decomposition point is observed, discontinue the heating and resume the procedure as directed in ASTM D 86.

4. The flash point value is the absolute and no value less than 60ºC is permissible.

5. A one-liter minimum sample shall be used.

6. ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours to 40 hours.

7. When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fuel, without the cetane improver.

8. Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified in Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.

9. Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of the inspection authority.

Minimum Requirements for Purchases of Commercial Distillate Fuels ((Navy) Marine Gas Oil) for Bunkers

The following minimum requirements have been established for use when buying fuel (gas oil - 100% distillate) from commercial sources when F76 is not available. Marine Gas Oil is not acceptable as cargo fuel on Navy Oilers.

TEST	**METHOD**	**REQUIREMENTS**
1. Cetane Number	ASTM D 613	45 min
or		
Cetane Index	ASTM D 976	45 min

Note: A cetane index of 41 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exce maximum of 338ºC. A cetane number of 40 or above, but less than 45, is acceptable provided the 90% Distillation Po does not exceed a maximum of 338°C.

2. Appearance @ 21ºC or ambient temperature (whichever higher)	Visual	Clear & Bright
or		
Water and Sediment	ASTM D 2709	0.05% max
3. Distillation. 90% Point	ASTM D 86	375ºC max
4. Flash Point	ASTM D 93	60ºC min
5. Pour Point	ASTM D 97	Report

6. Cloud Point	ASTM D 2500	-1.1ºC (30 °F)
7. Viscosity @ 40ºC	ASTM D 455	1.7 - 4.5 CST
8. Color	ASTM D 1500	3 max
9. Gravity	ASTM D 1298, D 287	Record
10. Carbon Residue	ASTM D 524	0.35% max
11. Ash	ASTM D 482	0.01% max
12. Sulfur	ASTM D 129, D 1552 D2622	1.00% max
13. Copper Corrosion	ASTM D 130	3 max

C16.23-2 COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC JAN 1998)

Offered product shall conform to the following requirements which are suitable for Marine Gas Turbine.

	TEST	METHOD	REQUIREMENTS
1.	Cetane Number	ASTM D 613	42 min
	or		
	Cetane Index	ASTM D 976	43 min
	NOTE: A Cetane Number of 40 minimum, or a Cetane Index of 41 minimum, is acceptable provided the 90 Percent Distillation Point does not exceed a maximum of 338^{O}C.		
2.	Appearance @ 21^{O}C or ambient temp. (whichever higher)	Visual	Clear & Bright
	or		
	Water & Sediment	ASTM D 2709	0.05 vol % max.
3.	Distillation, 90% point	ASTM D 86	357^{O}C max.
4.	Flash Point	ASTM D 93	60^{O}C min
	NOTE: The flash point value is absolute and no value less than 60^{O}C is permissible.		
5.	Cloud Point	ASTM D 2500	-1.1^{O}C (30^{O}F) max.
	NOTE: Cloud Point results will be evaluated based upon bunkering location.		
6.	Viscosity @ 40^{O}C	ASTM D 445	1.7 - 4.5 cst
7.	Color	ASTM D 1500	3 max.
	NOTE FOR DOMESTIC ITEMS: This Color test requirement is deleted if red dye has been added in compliance with U.S. Environmental Protection Agency or Internal Revenue Service regulations; however, the resulting fuel/dye blend must have a red tint. It shall not be visually brown or darker in appearance.		
8.	Density @ 15^{O}C	ASTM D 1298	876 kg/m^3 max.
9.	Carbon Residue on 10% bottoms	ASTM D 524 ASTM D 189	0.35 mass % max.
10.	Ash	ASTM D 482	0.01 mass % max.

11.	Sulfur	ASTM D 4294, ASTM D 1552, or ASTM D 2622	1.0 mass % max.
12.	Corrosion	ASTM D 130	3 max.
13.	Distillate Fuel (fuel shall contain no residual)	None	100%

C36 FUEL OIL, INTERMEDIATE, GRADES RMB-10 (IFO 60)/RME-25 (IFO 180)/RMG-35 (IFO 380) (DESC MAY 1997)

Product shall conform to ISO 8217:1996 or ASTM D 2069-91. Product conforming to ASTM D 2069-91 shall meet the following additional requirements:

REQUIREMENTS	**GRADE RMB-10 (IFO 60)**	**GRADE RME-25 (IFO-180)**	**GRADE RMG-35 (IFO 380)**	**GRADE TEST METHOD**
Density @15°C, kg/m^3, max	981.0	991.0	991.0	ISO 3675/12185
Aluminum plus silicon, mg/kg, max	80	80	80	ISO 10478
Total Sediment, potential, %(m/m), max	0.10	0.10	0.10	ISO 10307-2

Attachment 16 - WATER TAXI SPECIFICATIONS

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxi specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated NAVSUP Fleet Logistics Center Yokosuka or its sites' Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor, the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including COMPACFLT.

5. COMSEVENTHFLT Specifications:

5.1. Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the respective countries. Notwithstanding compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

5.1.1. Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

5.1.2. Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

5.1.3. The following information shall be conspicuously posted in both English and (the appropriate foreign language):

5.1.3.1. Current Operator's/Captain's license and boat names.

5.1.3.2. Passenger/weight capacity limit notice.

5.1.3.3. Location of life jackets and other life saving equipment.

5.1.3.4. Location of all exits indicated in large letters.

5.1.3.5. Emergency procedures

5.1.4. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

5.1.5. Operation of the boat shall be in a safe and seaworthy manner.

5.1.6. The consumption of alcoholic beverages shall not be permitted aboard the boat.

5.2. Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by the respective countries for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

5.3. Security: During the term of this contract the ship(s) to be serviced (insert ship name if purchase order) agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

5.4. Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

5.5. Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

5.5.1. Hull

5.5.1.1. Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures.

5.5.1.2. Superstructure, including masts and stacks.

5.5.1.3. Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.

5.5.1.4. Provisions for drainage of sea water from exposed decks over the side and not into the bilges.

5.5.1.5. Access/egress points- adequacy of number and location.

5.5.2. Machinery

5.5.2.1. 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.

5.5.2.2. Main propulsion and auxiliary machinery essential to operation of boat.

5.5.2.3. Sea and bulkhead closure valves.

5.5.2.4. Bilge auction strainers and dewatering systems-bilge pump to be tested by operation

5.5.2.5. Bilges free of flammable liquids

5.5.3. Electrical

5.5.3.1. Cables.

5.5.3.2. Navigation, deck, and emergency lights.

5.5.3.3. Rotating electrical machinery; e.g., generators and motors --Storage batteries

5.5.4. Lifesaving equipment

5.5.4.1. Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.

5.5.4.2. Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.

5.5.4.3. First aid kits, life rings and distress lights.

5.5.4.4. Distress signaling devices

5.5.5. Fire fighting equipment

5.5.5.1. Fire pump - test by subjecting fire hose(s) to fire pump pressure.

5.5.5.2. Portable fire extinguishers.

5.5.5.3. Fixed systems, e.g., C02 cylinders.

5.5.6. Steering apparatus

5.5.7. Miscellaneous systems and equipment

5.5.7.1. Harbor charts.

5.5.7.2. Ground tackle and mooring lines.

5.5.7.3. Whistle/fog horn, bell.

5.5.7.4. Lighted compass.

5.5.7.5. Radar.

5.5.7.6. 2-way radio capable of Bridge-to-Bridge communications.

5.5.7.7. Current license.

5.5.7.8. Operator qualifications.

5.6. Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement-is that contained in paragraph 4.7 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

5.7. Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

5.7.1. Safety of operations. Insure the following are present and in working condition:

5.7.1.1. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.

5.7.1.2. Fire extinguishers sufficient for the size of the vessel operated.

5.7.1.3. Radio (with battery backup) capable of Bridge-to-Bridge communications.

5.7.1.4. Anchor/chain sufficiency for the size of the vessel operated.

5.7.1.5. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

5.7.2. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:

5.7.2.1. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

5.7.2.2. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.

5.7.2.3. Ensure no bare or exposed electrical wires or connections are located in the passenger area.

5.7.2.4. Validate that sufficient unobstructed exits are present and marked in English.

5.7.2.5. Verify that no missile hazards, gear adrift, or trip hazards exist.

5.7.3. The following shall be conspicuously displayed, in English:

5.7.3.1. Passenger/weight capacity.

5.7.3.2. Location and number of life jackets.

5.7.3.3. Location of life saving equipment.

5.7.3.4. Locations of exits (if not obvious).

5.8. Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

5.9. If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

Attachment 17 - REQUEST FOR SANITARY INSPECTION

SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
NAVSUP Fleet Logistics Center Yokosuka, Site Singapore
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD, BLDG 7-2
SINGAPORE 759657

Dear Sir:

We are interested in supplying (e.g. specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

Attachment 18 - NATIONAL PRIMARY DRINKING WATER REGULATIONS (NPDWR) TREATED WATER QUALITY STANDARDS

1. Contaminant levels for inorganic chemicals (effective 1 January 1993)

CONTAMINANT	*MCLG (mg/L) [1]*	*MCL (mg/L)*	*AL (mg/L [2])*
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0		.015 [4]
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
TOTAL NITRATE AND NITRITE (AS N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE :	4	4	

(1). Maximum contaminant level goal (MCLG). The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are nonenforceable health goals.

(2) Action level (AL). Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90th percentile" level is greater than 0.015 mg/L).

2. Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 - DICHLOROETHANE	0	0.005
1,1 - DICHLOROETHYLENE	0.007	0.007
PARA - DICHLOROBENZENE	0.075	0.075
1,1,1 - TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.6
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 - DICHLOROPROPANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES (TOTAL)	10	10

3. Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) effective 01 January 1993))

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3- CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S (AS DECACHLORBIPHENYL)	0	0.0005
ALDICARB	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10[(1)]

[(1)]. The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

4. Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites that are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Reference (d) contains sampling requirements for the Navy public water system.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Autoanalysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the multiple-Tube Fermentation (MTF) Technique, and the membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use is included in reference (1).

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, except where the State waives this requirement on a case-by-case basis.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the State may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before, unless the MCL has been violated and the system has notified the State (in which case the State may reduce or eliminate the requirement to take the remaining samples).

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms. Or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements that apply when a sample is fecal coliform-positive.

5. Turbidity The MCL for turbidity applies to both community water systems and noncommunity water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at State option).

b. Five turbidity units (maximum) average for 2 consecutive days.

c. These requirements apply to filtered systems until 29 JUNE 1993. The requirements apply to unfiltered systems that the State has determined, in writing, must install filtration until 29 June 1993 or until filtration is installed whichever is later. After the above dates, consult the latest edition of 40 CFR 141.

6. The MCL for Radiological Contaminants are:

Gross alpha particle activity including radium 226 but excluding radon and uranium . . . . . .15 pCi/L
Combined radium-226 and radium 228 . . .. .5 pCi/L
Tritium . . . . .20,000 pCi/L
Strontium-90. . . . . 8 pCi/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

7. Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

Attachment 19:Host Nation Port Fees Agreements SEVENTH Fleet AOR

General(all countries): United States military aircraft, warships, and auxiliaries (including USNS vessels, afloat pre-positioned force ships, and United States flagged, time-chartered vessels) will not pay taxes, tariffs, fees, or duties in foreign ports. In all cases, the U.S. will be liable to pay for specific services rendered at their request.

Additional country-specific language: Additionally, for the following countries, the described fees, dues, use charges will not be paid by the U.S.:

1. Australia

a. For the United States Armed Forces, use of **public services and facilities** owned, controlled or regulated by the Australian government or its instrumentalities, the terms of use, including charges, shall be no less favorable than those available to other users in like circumstances unless otherwise agreed.

b. The United States government will not pay for landing charges for the use of aircraft in any airport in Australia.

c. United States government will not pay toll charges, including light and harbor dues, for the use of port facilities owned, controlled or regulated by the Australian Government, nor shall such vessels be subject to charges, therefore, at these ports.

d. Chapeau Agreement – 1 Dec 1995 (Paragraph 5): In regard to the provision of logistics support, each Party shall provide, upon request and subject to availability, food, water, billeting, transportation, petroleum, oils, lubricants, clothing, communications services, medical services, ammunition, storage services, training services, repair and maintenance services, spare parts and components, access to and use of facilities, base operations support (including construction incident thereto), airfield and port services, as reflected in written arrangements between our national defense organizations. The furnishing of such support shall create a corresponding obligation to provide cash reimbursement, replacement in kind, or replacement of equal value, which shall be discharged, as may be set forth in a written arrangement. Payment, if required, for the provision of such logistics support, shall be calculated upon such terms as

are most favorable to the recipient under the national laws of the providing Party.

2. Brunei. The United States government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for vehicles, vessels and aircraft operated by or for the United States Armed Forces.

3. Diego Garcia. The United States government will not pay for the use of anchorage or airfields at Diego Garcia for aircraft and ships owned or operated by or on behalf of the Government of the United States (Collection of dues and charges for use of the anchorage and airfields at Diego Garcia which may be levied by the Commissioner shall be his responsibility).

4. Timor Leste. The United States government will not pay landing, navigation, overflight or parking charges, port and pilotage fees, or overland transit fees for vehicles, vessels, and aircraft owned or operated by or for the U.S. Armed Forces while in the Democratic Republic of Timor-Leste.

5. Japan. The United States government will not pay for tolls, fees or landing charges for vessels, vehicles, and aircraft operated by, for, or under the control of the United States for official purposes.

6. Republic of Korea. The United States government will not pay for tolls, fees or landing charges for vessels, vehicles, and aircraft operated by, for, or under the control of the United States for official purposes.

7. Malaysia. The United government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, while in Malaysia.

8. Micronesia and Marshall Islands. The United States government will not pay taxes, fees or other charges associated with the movement of United States Armed Forces aircraft, vessels and vehicles in the Marshall Islands and the Federated States of Micronesia, including access to and use by them of defense sites, ports, harbors and air-fields. However, the United States government will pay for specific services rendered at their request, including materials received at their request in connection with the use of ports, harbors and airfields in the Marshall Islands and the Federated States of Micronesia.

9. Mongolia. The United States government will not pay for navigation, landing, parking or overflight charges, or tolls or other use charges, while in Mongolia.

10. Palau. The United States government will not pay taxes, fees or other charges associated with the movement of United States Armed Forces aircraft, vessels and vehicles in Palau, including access to and use by them of defense sites, ports, harbors and airfields. However, the Armed Forces of the United States and United States contractors will pay for specific services rendered at their request, including materials received at their request in connection with the use of ports, harbors and airfields in Palau.

11. Papua New Guinea. The United States government will not pay for landing or port fees, navigation or overflight charges, including light and harbor duties, for vehicles, vessels and aircraft operated by or for the United States Armed Forces while in Papua New Guinea.

12. Republic of the Philippines. The United States government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for vehicles, vessels and aircraft operated by or for the United States Armed Forces while in the Philippines.

13. Russia. The United States government will not pay for landing fees, navigation charges, port charges, tolls and similar charges by the Russian Federation, or any subdivision thereof, for the access and movement of aircraft and vessels operated by or for the Government of the United States of America in connection with United States assistance programs in the Russian Federation.

14. Western Samoa. The United States government will not pay for landing or port fees, navigation or overflight charges, or tolls or other charges, including light and harbor dues for United States Armed Forces vessels, vehicles, and aircraft while in Western Samoa.

15. Singapore. The United States government will not pay for landing fees, port dues, customs inspection fees, navigation or overflight charges, or any other charges for United States Armed Forces vehicles, vessels, and aircraft by Singapore which do not

constitute fair and reasonable compensation for services requested and received.

16. Solomon Islands. The United States will not pay for landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues for United States Armed vehicles, vessels and aircraft while in Solomon Islands.

17. Tonga. The United States will not pay for landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for United States Armed Forces vehicles, vessels, and aircraft while in Tonga.

Attachment 20:Government Material Available for Use

Table 1 lists the type and location of Government Material available, at the time of contract award, for use in meeting requirements. The order of priority for use of this material is described in the Performance Work Statement paragraph 10.g. The Government provides no warranty that the Government Material listed in Table 1 will be available or usable throughout the period of performance of this contract. Use of this material is intended as a cost-saving measure for the Government where suitable material is available free of charge or at reduced prices to meet contract requirements. Material available from the Host Nation is annotated on the Attachment 2 pricing schedules where this information is available.

Table 1

Country	Port	Material Available	Comments
Japan	Fukuoka	fenders and brows	CFAS Sasebo
Japan	Kagoshima	fenders and brows	CFAS Sasebo
Japan	Miyazaki	fenders and brows	CFAS Sasebo
Japan	Nagasaki	fenders and brows	CFAS Sasebo
Japan	Oita	fenders and brows	CFAS Sasebo
Japan	Shimizu	fenders and brows	CFAY Yokosuka
Japan	Shimoda	fenders	CFAY Yokosuka
Japan	Shimonoseki	fenders and brows	CFAS Sasebo
Japan	Tokyo	fenders and brows	CFAY Yokosuka
Korea	All	2.5 x 3.5M fenders	see schedule comments
Korea	All	40',60',70' brows	see schedule comments
Korea	All	shore power cables	see schedule comments
Korea	Chinhae	fenders and brows	CFAC Chinhae
Singapore	Changi	20 ft brow platform	belong to NRCS
Singapore	Changi	40 ft brow	belong to NRCS
Singapore	Changi	50 ft brow	belong to NRCS
Singapore	Changi	60 ft brow	belong to NRCS
Singapore	Changi	fresh water coupler	belong to NRCS
Singapore	Changi	Potable water hoses	belong to NRCS
Singapore	Changi	Shore Power cables	belong to SUBGRU
Singapore	Changi	Shore Power cables	belong to NRCS
Singapore	Changi	Submarine flyaway kit	belong to SUBGRU
Singapore	Changi	Telephone pier adapters	belong to NRCS
Singapore	Changi	Expeditionary Security Barrier	to be used in lieu of line of demarcation

SCHEDULE OF SUPPLIES/SERVICES AND PRICES

A. GENERAL

This contract is for performance of maritime husbanding support for U.S Navy ships visiting ports and operating in Region 2 of the Western Pacific and Indian Ocean. Additionally, the husbanding contractor may be called upon to provide services in support of Operations Other Than War (OOTW) within a Region's territorial boundaries. The Regions, countries and major ports included in each region are as follows:

Region 1 – South Asia (7 countries, 4 major ports)	
Bangladesh	Maldives • Male
Bhutan	Nepal (OOTW)
Burma	Sri Lanka
India • Chennai • Goa • Mumbai	
Region 2 – Southeast Asia (12 countries, 19 major ports)	
Brunei • Muara	Philippines • Manila • Puerto Princesa • Subic Bay
Cambodia • Sihanoukville	Malaysia • Kemaman • Kota Kinabalu • Penang • Sepangar
China • Hong Kong	Singapore • Changi • Sembawang
Indonesia • Bitung • Jakarta • Surabaya	Taiwan
Laos (OOTW)	Thailand • Laem Chabang • Phuket • Sattahip
Palau	Vietnam • Da Nang
Region 3 – Australia and the Pacific Islands (17 countries, 8 major ports)	
Antarctica	New Caledonia • Noumea
Australia • Brisbane • Darwin • Fremantle • Sydney	New Zealand
East Timor • Dili	Papua New Guinea
Fiji	Solomon Islands • Honiara
French Polynesia	Tonga • Nuku Alofa
Kiribati	Tuvalu

Marshall Islands	Vanuatu
Micronesia	Western Samoa
Nauru	
Region 4 – East Asia (4 countries, 12 major ports)	
Japan • Fukuoka • Kagoshima • Maizuru • Nagasaki • Osaka • Shimoda • Tokyo	South Korea • Chinhae • Pohang • Busan • Donghae
Mongolia (OOTW)	Russia • Vladivostok

Region Item and Price Structure

Major ports are indicated by name of port (e.g., Goa, Vladivostok, Sydney, etc.). A fully priced proposal must be received for ALL line items in a Region for it to be considered acceptable. For OOTW, a proposal only for Management Fees is required.

The contract is sub-divided into Lots. Targeted lots are identified in bold print below and by highlighted tabs in Attachment 2, Pricing Schedule. Lots may be for individual ports or they may include several ports under one Lot. For this contract, the following Lots apply:

Region 1 – Lots 01 – 15 (7 countries, 4 major ports)

Lot 01 – Bangladesh, All Ports, Husbanding Services and OOTW
Lot 02 – Burma (Myanmar), All Ports, Husbanding Services and OOTW
Lot 03 – India, Chennai, Husbanding Services and OOTW (*)
Lot 04 – India, Goa, Husbanding Services and OOTW (*)
Lot 05 – India, Mumbai, Husbanding Services and OOTW (*)
Lot 06 – India, All Other Ports, Husbanding Services and OOTW
Lot 07 – Maldives, Male, Husbanding Services and OOTW (*)
Lot 08 – Maldives, All Other Ports, Husbanding Services and OOTW
Lot 09 – Sri Lanka, All Ports, Husbanding Services and OOTW
Lot 10 – Nepal, OOTW
Lot 11 – Bhutan, OOTW
Lot 12 – 15, Reserved

Region 2 – Lots 16 – 51 (12 countries, 19 major ports)

Lot 16 – Brunei, Muara, Husbanding Services and OOTW (*)
Lot 17 – Brunei, All Other Ports, Husbanding Services and OOTW
Lot 18 – Cambodia, Sihanoukville, Husbanding Services and OOTW (*)
Lot 19 – Cambodia, All Other Ports, Husbanding Services and OOTW
Lot 20 – China, Hong Kong, Husbanding Services and OOTW (*)
Lot 21 – Indonesia, Bitung, Husbanding Services and OOTW (*)
Lot 22 – Indonesia, Jakarta, Husbanding Services and OOTW (*)
Lot 23 – Indonesia, Surabaya, Husbanding Services and OOTW (*)
Lot 24 – Indonesia, All Other Ports, Husbanding Services and OOTW
Lot 25 – Palau, All Ports, Husbanding Services and OOTW
Lot 26 – Philippines, Manila, Husbanding Services and OOTW (*)
Lot 27 – Philippines, Puerto Princesa, Husbanding Services and OOTW (*)

Lot 28 – Philippines, Subic Bay, Husbanding Services and OOTW (*)
Lot 29 – Philippines, All Other Ports, Husbanding Services and OOTW (*)
Lot 30 – Malaysia, Kemaman, Husbanding Services and OOTW (*)
Lot 31 – Malaysia, Kota Kinabalu, Husbanding Services and OOTW (*)
Lot 32 – Malaysia, Penang, Husbanding Services and OOTW (*)
Lot 33 – Reserved
Lot 34 – Malaysia, Sepangar, Husbanding Services and OOTW (*)
Lot 35 – Malaysia, All Other Ports, Husbanding Services and OOTW
Lot 36 – Singapore, Changi, Husbanding Services and OOTW (*)
Lot 37 – Singapore, Sembawang, Husbanding Services and OOTW (*)
Lot 38 – Taiwan, All Ports, Husbanding Services and OOTW
Lot 39 – Thailand, Laem Chabang, Husbanding Services and OOTW (*)
Lot 40 – Thailand, Phuket, Husbanding Services and OOTW (*)
Lot 41 – Thailand, Sattaship, Husbanding Services and OOTW (*)
Lot 42 – Thailand, All Other Ports, Husbanding Services and OOTW
Lot 43 – Vietnam, Da Nang, Husbanding Services and OOTW (*)
Lot 44 – Vietnam, All Other Ports, Husbanding Services and OOTW
Lot 45 – Laos, OOTW
Lot 46 – China, OOTW
Lots 47 – 51, Reserved

Region 3 – Lots 52 – 81 (17 countries, 8 major ports)

Lot 52 – Australia, Brisbane, Husbanding Services and OOTW (*)
Lot 53 – Australia, Darwin, Husbanding Services and OOTW (*)
Lot 54 – Australia, Fremantle, Husbanding Services and OOTW (*)
Lot 55 – Australia, Sydney, Husbanding Services and OOTW (*)
Lot 56 – Australia, All Other Ports, Husbanding Services and OOTW
Lot 57 – East Timor, All Ports, Husbanding Services and OOTW (*)
Lot 58 – Reserved
Lot 59 – Fiji, All Ports, Husbanding Services and OOTW
Lot 60 – French Polynesia, All Ports, Husbanding Services and OOTW
Lot 61 – Kiribati, All Ports, Husbanding Services and OOTW
Lot 62 – Marshall Islands, All Ports, Husbanding Services and OOTW
Lot 63 – Micronesia, All Ports, Husbanding Services and OOTW
Lot 64 – Nauru, All Ports, Husbanding Services and OOTW
Lot 65 – New Caledonia, Noumea, Husbanding Services and OOTW (*)
Lot 66 – New Caledonia, All Other Ports, Husbanding Services and OOTW
Lot 67 – New Zealand, All Ports, Husbanding Services and OOTW
Lot 68 – Papua New Guinea, All Ports, Husbanding Services and OOTW
Lot 69 – Solomon Islands, Honiara, Husbanding Services and OOTW (*)
Lot 70 – Solomon Islands, All Other Ports, Husbanding Services and OOTW
Lot 71 – Tonga, Nuku Alofa, Husbanding Services and OOTW (*)
Lot 72 – Tonga, All Other Ports, Husbanding Services and OOTW
Lot 73 – Tuvalu, All Ports, Husbanding Services and OOTW
Lot 74 – Vanuatu, All Ports, Husbanding Services and OOTW
Lot 75 – Western Samoa, All Ports, Husbanding Services and OOTW
Lot 76 – Antarctica, OOTW
Lots 77 – 81, Reserved

Region 4, Lots 82 - 99 (4 countries, 12 major ports)

Lot 82 – Japan, Fukuoka, Husbanding Services and OOTW (*)
Lot 83 – Japan, Kagoshima, Husbanding Services and OOTW (*)

Lot 84 – Japan, Maizuru, Husbanding Services and OOTW (*)
Lot 85 – Japan, Nagasaki, Husbanding Services and OOTW (*)
Lot 86 – Japan, Osaka, Husbanding Services and OOTW (*)
Lot 87 – Japan, Shimoda, Husbanding Services and OOTW (*)
Lot 88 – Japan, Tokyo, Husbanding Services and OOTW (*)
Lot 89 – Japan, All Other Ports, Husbanding Services and OOTW (*)
Lot 90 – South Korea, Busan, Husbanding Services and OOTW (*)
Lot 91 – South Korea, Chinhae, Husbanding Services and OOTW (*)
Lot 92 – South Korea, Donghae, Husbanding Services and OOTW (*)
Lot 93 – South Korea, Pohang, Husbanding Services and OOTW (*)
Lot 94 – South Korea, All Other Ports, Husbanding Services and OOTW
Lot 95 – Russia, Vladivostok, Husbanding Services and OOTW (*)
Lot 96 – Russia, All Other Ports, Husbanding Services and OOTW
Lot 97 – Mongolia, OOTW
Lots 98 – 99, Reserved

Line Items used in the Performance Work Statements and in the Pricing sheets for all Regions are outlined as follows:

XX01	Husbanding Services (Anchorage and Pierside)
XX02	Trash Removal
XX03	Fleet Landing
XX04	Brow Services
XX05	Ship Movement Services
XX06	Water Ferry/Taxi Services
XX07	General Charter and Hire Items
XX08	Collection, Holding, and Transfer (CHT)
XX09	Fresh Potable Water
XX10	Ship's Utility Services
XX11	Land Transportation (Personnel) Services
XX12	Telephone Services and Communications Equipment
XX13	Force Protection Barriers
XX14	Force Protection Personnel
XX15	Force Protection Supplies
XX16	Airport/Cargo & Material Handling (Port Handling Costs)
XX17	Provisions
XX18	Fuel
XX19	Other Port Services
XX20	Incidentals
XX21	Operations Other Than War (OOTW)
XX22	Cost Reporting

B. PRICING

Except for Port Tariffs, unit prices for all contract items described below shall be inclusive of all necessary equipment, licensed operators, all liability insurance as required by local law, holiday and overtime costs, customs clearances, and fuel and operating expenses.

1) Fixed Prices are required in the Pricing Schedule except where Port Tariff (PT) prices, To Be Determined (TBD) prices, or Not Separately Priced (NSP) have been identified. Services with an estimated quantity of 'No Estimate' are required to be priced in the Attachment 2 schedules and shall be treated as pre-priced items. Pricing for all services other than pre-priced items, PT items, and NSP items shall be arranged using the online pricing application procedures described in Attachment 8. Unless otherwise provided, these Fixed Prices shall also include performance at night, overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, other inclement weather, or service to tankers and ships carrying explosives. These requirements do not include performance during cyclones or typhoons except where ships are required to depart in advance of cyclones or typhoons as part of a typhoon or cyclone evasion plan. They also include all operating expenses including tugs, barges, trucks, personnel, and customs clearances and any other charges unless specifically exempted by the Government.

2) Port Tariffs will apply to those services which are based on Port Tariff rates established and controlled by Port Authorities. English translated copies of the Port Tariffs must be submitted to the Supply Officer of the ship entering a specific Port and to the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore email address specified at the time of contract award for each region.

3) Fees for Husbanding Services cover regular and overtime labor of contractor personnel supporting the ships plus indirect expenses, including all management, overhead and office expenses. The husbanding fees also include costs for arranging supplies and services described herein, costs associated with attendance at periodic meetings and pre-deployment briefings. The husbanding fees represent total compensation for the contractor except for supplies and services with Fixed Prices.

4) OOTW Fees will constitute an all inclusive fixed fee based on a daily fee (per contractor person providing support) for "husbanding" the OOTW effort/logistics support.

5) Purchase Card Surcharge. The U.S. Government reserves the right to make payment by purchase card. All purchase card surcharges will be identified as a separate entry on each invoice. The Government will reimburse administrative surcharges for the lesser of actual fees or 5% for non-priced items only. Applicable purchase card surcharges shall be included in the quoted prices for pre-priced items.

6) If items are made available free of charge or at less than the quoted price by the Government, host nation, or port authority, only mobilization/demobilization charges, not to exceed the quoted unit price, may be charged. If, for any reason, an item that would otherwise be provided by the Host Nation, Government, or port authority is not available, that item shall be provided by the HSP at the unit price quoted in Attachment 2.

C. PRICING SPREADSHEETS

Pricing spreadsheets are provided by Region as an attachment to this solicitation. The Lots marked in bold print in paragraph A above will be used for price evaluation purposes.

Important Notes

1) Pricing for supplies and services for all countries will be expressed in U.S. dollars and shall be billed in the units of the respective LINE ITEMs.

2) Definitions for the "Unit" abbreviations are as follows:

CM = Cubic Meter

DY = Day (refers to a 24-hour period beginning at start of service unless stated otherwise)
EA = Each
GL = Gallon
HR = Hour
JB = Job
LOT (LT) = A lot (LT) is a deliverable item or group of items with a separate and distinct unit price.
MT = Metric Ton
NSP = Not Separately Priced
PK = Package
PT = Port Tariff
TBD = To Be Determined

3) The Line Item Numbers consist of four numeric digits. XX replacement of any numeric digits make the descriptor generic and applicable to all LINE ITEMs in that series.

4) For pricing sheets identifying "All Other Ports" (AOP) or "All Ports" (AP), prices will be required, if not identified otherwise. Each price shall be a single, per-unit price for the specified supply or service that will apply to any of the ports included in the lot.

5) Historical port visit data for FY07, FY08, and FY09 (partial) has been provided as Attachment (3).

D. Definitions

Barge = Flat-bottomed displacement ships used for carrying or storing cargo, for separation between vessels and other structures, or as a work platform. Barges may or may not be self-propelled.

DESCRIPTION OF CONTRACTUAL SCOPE

This contract is for the provision of maritime husbanding support. It is not for husbanding agency. The holder of this contract is a U.S. Navy contractor. The holder of this contract is not an agent of the U.S. Navy and does not have the authority to bind the U.S. Navy.

Maritime Husbanding Support is defined as: Providing supplies and services as defined in the Performance Work Statement of the contract in support of Naval forces within a port area.

i. This support is provided by a Husbanding Services provider from a standard list of services under contract.
ii. For "Exceptions" items not supported by existing supply chains: e.g. fuel, subsistence, etc.
iii. Includes "Non-Priced" incidentals that cannot be identified in advance, but are in the scope of the contract.

1. The contract is for performance of Maritime Husbanding Support services at any berthing or anchoring location specified in the Attachment 2 schedules except ports in China outside Hong Kong. Ordering officers of the United States Coast Guard (USCG) ships, United States Navy (USN) ships, Military Sealift Command (MSC) ships, U.S. Army vessels/ships operating in the Western Pacific and Indian Ocean are authorized to use this contract. The contract may also be used to support other U.S. Government organizations (e.g., National Oceanic and Atmospheric Administration (NOAA)) that may require maritime husbanding support services.

For purposes of this paragraph, a U.S. Navy ship is any naval vessel, craft, ship, or service craft included within the scope of subparagraphs 2 and 4 of Article 0406, United States Navy Regulations, 1990. Ship size classifications that are used in the price schedules are listed as an attachment.

2. Husbanding services requirements that may be received by NAVSUP Fleet Logistics Center Yokosuka, Site Singapore from the other activities identified in paragraph 1 above are within the scope of this contract.

3. This is a Firm-Fixed-Price Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract for husbanding logistics services, services in support of Operations Other Than War (OOTW), and maritime husbanding support to Government teams visiting ports in connection with a ship visit. These service requirements are and defined in the Performance Work Statements (PWS). The "minimum" and "maximum" to be established per FAR Clause 52.216-22 are as follows:

Region	Minimum Quantity ($)	Maximum Quantity ($ Base and all option years)
Region 1, South Asia	$100,000	Sum of CLINs 0002, 1001, 2001, 3001, and 4001
Region 2, Southeast Asia	$100,000	Sum of CLINs 0003, 1002, 2002, 3002, and 4002
Region 3, Australia/Pacific Islands	$100,000	Sum of CLINs 0004, 1003, 2003, 3003, and 4003
Region 4, East Asia	$100,000	Sum of CLINs 0005, 1004, 2004, 3004, and 4004

The minimum contract dollar quantities per contract are for each contract as a whole and there are not separate additional contract dollar quantities for the option periods and/or individual LINE ITEMs.

4. The HS Contractor agrees to furnish the services or supplies at the fixed price listed in the schedules.

5. This contract is for a period of twelve (12) months, effective 30 days after award of the contract, with four (4) one-year options. The contract also includes the clause entitled FAR 52.217-9 Option to extend the Term of the Contract. If all options are exercised under FAR 52.217-9, the duration of this contract is 66 months.

6. The contract will not start for the following countries until the option expires under existing contracts:

Contract becomes effective on 1 Jun 2011 for South Korea.

7. In the event of contingencies in the open ocean such as submarine rescue, the Contracting Officer may issue an order to the contractor that is awarded the husbanding logistics contract in the nearest country in which there is capability to satisfy the requirement.

8. The contract will include the clause entitled FAR 52.237-7023 (Class deviation 2009-00010) Continuation of Essential Contractor Services. Contractors providing services designated as essential contractor services by a DoD component are expected to use their best efforts to continue providing such services, in accordance with the terms and conditions of their contracts even during periods of crisis.

9. For lots identified as "All other Ports" or "All Ports", the geographic scope of the lot, for Purposes of Lot Line Item XX21, OOTW is the entire country listed in the lot. The geographic scope of the lot, for all Lot Line Items other than XX21, is the port locations listed in each lot of the Attachment 2 schedules.

10. Incidentals within the scope of this contract may be classified within one of the following categories:
- Charter and Hire
- Utilities
- Anti-terrorism Force Protection
- Communications
- Transportation
- Lodging
- Port Handling Services
- Other Port Services (Reception Supplies and Services)

- Administrative Supplies

Performance Work Statement (PWS) for Husbanding Services

A. GENERAL OVERVIEW

1. OBJECTIVE

The primary objective of this contract is to obtain Maritime Husbanding Support for U.S. Navy ships and other Government teams supporting ship visits at the locations specified in the Attachment 2 schedules. In addition, the contract may be used to support Operations Other Than War (OOTW) in a respective Region.

2. SCOPE

a. The general scope of this contract and its general conditions are described above. This section provides the detailed Performance Work Statement (PWS) descriptions for applicable Line Items.

b. General Requirements

i. The HS Contractor shall provide timely delivery of quality goods and services at fair and reasonable prices to ships making port visits;

ii. The HS Contractor shall provide timely delivery of supplies and services conforming to this PWS.

iii. The HS Contractor shall assure that supplies and services arranged on behalf of the ship's Supply Officer (SUPPO) or authorized ordering officer conform to the general requirements of the contract and shall assist the SUPPO or authorized ordering officer with resolving any problems in meeting the requirements.

iv. The HS Contractor shall identify representatives to act as the principal points of contact between the HS Contractor and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore representatives concerning price and performance issues throughout the Region. These individuals shall facilitate communications among ships, Defense Attaché Offices (DAO), Port Services Officers and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore.

v. The HS Contractor shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the U.S. Government.

vi. The HS Contractor shall ensure that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

vii. The HS Contractor shall ensure that subcontractors comply with these requirements.

3. PRICING

a. Except for Port Tariffs, To Be Determined (TBD), and Not Separately Priced (NSP) items, unit prices for all contract items described below shall be inclusive of all other costs including, but not limited to, all necessary equipment, licensed operators, liability insurance as required by local law, holiday and overtime costs, customs clearances, fuel and operating expenses. In those cases where prices are by Ship Class, Attachment # 1 applies. All contract prices are in U.S. Dollars (US$). All taxes and surcharges are included in the unit cost.

b. Fixed prices are required in the pricing schedule except for Port Tariffs, TBD items, or Not Separately Priced (NSP) items. Unless otherwise provided, these prices shall also include performance at night, in overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, or service to tankers and ships

carrying explosives. They also include all operating expenses including, but not limited to, tugs, barges, trucks, personnel, and customs clearances.

c. The pricing for all services requiring the use of transportation type conveyances (i.e., trucks, barges for LINE ITEMs for trash removal, CHT removal, potable water, landing barges, oily waste removal, etc) shall include the use of the equipment as required to complete the service in the statement of work without any additional charges for detention or demurrage.

d. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate LINE ITEM in the Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

e. All pre-positioning or pre-staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

f. Repositioning is defined as: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions. Where a ship is at anchorage and the Ordering Activity requests repositioning of equipment, the HS Contractor shall be entitled to additional fees for repositioning to be determined by use of:

a. Priced sub lot line items, or

b. Prior agreement of the Ordering Officer in cases where the total repositioning costs do not exceed $25,000

c. Prior agreement of the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer in cases where the total repositioning costs exceed $25,000.

In the case of (c) above, the repositioning cost shall be reported and confirmed using the online pricing application procedures described in Attachment 8.

g. When the HS Contractor obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list (e.g. port tariff), then the HS Contractor shall be reimbursed for the published price of the item. The HS Contractor shall not be paid an amount in addition to the published price of the item. A copy of the published price list (e.g. port tariff) shall be provided to the Supply Officer at the time of initial boarding and to the FISC Yokosuka email address specified at the time of contract award for each region with the pre-arrival cost estimate.

h. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and/or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged. For the purposes of this contract, one (1) day is equal to 24 hours and begins with the performance of service. For example, service from 1800 until 1800 the next calendar day is equal to one (1) day of service. In cases where the billing unit is ‘day’ and a full day of service is not used by the Ordering Activity, the HS Contractor shall be entitled to bill for one day of service. For example, if a sub lot line item with a billing unit of day were ordered and used for 30 hours, the HS Contractor would be entitled to bill for two days of service. In cases where the ship does not arrive at the time specified in the ordering LOGREQ and services are made available based upon the time requested in the ordering LOGREQ, billing for services may commence at the time requested by the Government unless notice of cancellation is provided by the Ordering Activity or the organization authorized to pass this information on behalf of the Ordering Activity.

i. Demurrage charges shall only be charged if the HS Contractor’s service is unduly delayed due to the fault of the U.S. Government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but, due to the fault of the government, was not attended to until 1500 hrs when pumping begins. The HS Contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs).

j. Port Tariffs will apply to those services that are based on the Port Tariff rates established and controlled by the Port Authorities. The abbreviation "PT" in the pricing schedule identifies the port tariff items that the HS Contractor is not required to price.

k. Fees for husbanding services cover regular and overtime labor of HS Contractor personnel supporting the ships plus all indirect expenses, including all management, overhead and office expenses. The husbanding fees also include costs for arranging supplies and services described herein, costs associated with attendance at periodic meetings with the exception of travel expenses described in this paragraph. The husbanding fees represent total compensation for the HS Contractor except for supplies and services with fixed prices or incidentals. Travel expenses incurred by the HS Contractor in support of a LRT or advance ship detachment will be reimbursed based upon actual receipts and in accordance with the JTR guidelines. Travel expenses will be reimbursed upon presentation of documentation to the ordering activity. Any air transportation will be reimbursed at the economy class fare.

l. OOTW will constitute a fixed fee based on a daily rate (per HS Contractor person providing support) for "husbanding" the OOTW effort/logistical support.

m. The U.S. Government reserves the right to make payment by purchase card.

n. The services at anchorage shall be provided at all anchorage points assigned by the local port authority.

o. As part of the husbanding service provider's proposal, a purchasing process and system for pricing items along with an Online Pricing Application(see Attachment 8 for the PWS for the Online Pricing Application requirements) was proposed and accepted by the Government which included sufficient safeguards so that the Contracting Officer or Authorized Government Representative may determine the prices as fair and reasonable. Pricing of supplies and services for items not pre-priced within a lot line item (e.g., incidentals, OOTW supplies or services, fuel, and provisions) shall be in accordance with the husbanding service contractor's proposed purchasing/pricing process (implemented by the online pricing application) that was accepted by the Government upon contract award.

p. The HS Contractor will be fully compensated for all services including pre-priced, port tariff, TBD, fuel, provisions, and incidentals. Port tariff items will be reimbursed at actual cost. Provisions (XX17) and fuel (XX18) shall also be invoiced and reimbursed at actual cost. Any HS Contractor fee for acquiring and arranging for these items shall be included in the corresponding Line Items XX17AA (for provisions) and XX18AA (for fuel).

q. Several Lot Line Item services are based on volume (e.g. trash removal, CHT, potable water, and oily waste removal). Volume-based services shall be priced at the same unit price specified in the Attachment 2 schedules, regardless of the class of vessel requiring the services. For example, a class V vessel requiring 1000 CM of CHT removal would be charged the same unit price as a class II vessel requiring 100 CM of CHT removal.

4. QUALITY

a. The HS Contractor shall provide the timely delivery of goods and services at fair and reasonable prices to ships making port visits, provide continuous oversight of costs and performance throughout the area covered by this contract, and make meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. The HS Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning price performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Operations Officers, and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore. The contract will not specify how the HS Contractor is to perform, but measurable performance standards are established in the Quality Assurance Surveillance Plan (QASP) to monitor contract performance during each ship's visit.

b. The quality of all services or supplies provided shall conform at least to commercial standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

c. The performance standards are explained in the Quality Assurance Surveillance Plan (QASP), Attachment 10. The performance standards are:

i. Timely submission of pre-arrival cost estimates (described para.5 (a) below) NLT 48 hours after receipt of the ordering logisitics requirement (LOGREQ) message. In the event that the LOGREQ is received after 48 hours prior to the ship's arrival, the pre-arrival cost estimate shall be provided as soon as practicable, but in no case later than 48 hours after receipt of the ordering LOGREQ;

ii. Timely submission of Logistics Support Services Repository (LogSSR) cost report within seven (7) calendar days from the completion of the ship's visit;

iii. Accuracy of the actual (final) LogSSR report and pre-arrival cost estimate;

iv. Ship's satisfaction with the contractor's services during the port visit as identified in the ship's port visit cost report; and

v. Adherence to the pricing process proposed and accepted by the Government for non-priced items and timely submission of all information and documentation within the Online Pricing Application.

vi. HS Contractor Suggestions for cost savings and/or cost avoidance.

d. The percentile goals are fixed for each factor within the QASP. The failure of the HS Contractor to meet the percentile goal for any factor will be investigated and evaluated by the Contracting Officer. The HS Contractor will be given the opportunity to refute an adverse assessment prior to finalizing the metric for a quarter.

5. LOGISTICS RESPONSE TEAM

In the event that a Logistics Response Team for a ship arrives in port prior to the ship's arrival, the HS Contractor will assist the logistics response team by providing logistical support and coordinating all requirements.

When the HS Contractor provides support for a Logistics Response Team so that it can perform its mission, the HS Contractor is entitled to bill at the "Subsequent Days" daily rate for husbanding services for each day of support provided "in person" to the logistics response team.

a. Pre-arrival Cost Estimate - The HS Contractor shall furnish to each ship and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore email address specified at the time of contract award for each region, a pre-arrival cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the Attachment 2 spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-priced items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff." This estimate shall be provided to the ship and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore email address specified at the time of contract award for each region within 48 hours after receipt of the LOGREQ. This report shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs. The LOGREQ, when submitted by, under authority of, or on behalf of an Ordering Activity, is an order under this contract for pre-priced items. Non-priced items ordered on the LOGREQ become orders only after prices have been determined fair and reasonable and are agreed upon by the Ordering Officer or by a NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. For non-priced items with an extended cost less than $25,000, either the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. For non-priced items with an extended cost greater than $25,000, only the

NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. Required approvals and determinations of fair and reasonable pricing by the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer (>$25,000 extended price) will be made by confirming the prices and documentation posted to the online pricing application. Approvals and fair and reasonable determinations that may be made by either the Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer (<$25,000 extended price) may be confirmed orally, in writing, or by email by the Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. Regardless of the approval method, reporting and documentation of all non-priced items other than port tariff items ordered under this contract must be made using the online pricing application. Orders placed by a LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

b. The LOGREQ cost estimate does not replace the HS Contractor's requirement to respond (i.e., info addressees on responses to the Ordering Officer) to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U.S. Defense Attaché's Office.

c. The HS Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

d. The HS Contractor shall coordinate with other U.S. Government Contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

e. The HS Contractor shall assist the ship's Logistics Response Team to include planning and coordination meetings.

f. Travel expenses incurred by the HS Contractor in support of a LRT or advance ship detachment will be reimbursed based upon actual receipts and in accordance with the JTR guidelines. Travel expenses will be reimbursed upon presentation of documentation to the ordering activity. Any air transportation will be reimbursed at the economy class fare.

6. SHIPS'S (LOGREQ) LOGISTIC REQUIREMENTS

U.S. Navy ships and/or NAVSUP Fleet Logistics Center Yokosuka (or its sites) Logistic Support Representative (LSR) or other activity authorized to pass LOGREQ requirements on behalf of Ordering Officers will provide, via e-mail, a copy of the unclassified "logistics requirements" (LOGREQ) message directly to the husbanding HS Contractor as described under "ISSUANCE OF ORDER" in Contract Terms and Conditions – Commercial Items (FAR 52.212-4 Addendum). This LOGREQ will contain the majority of supplies and services required by the ship, and will represent the order, for pre-priced items, upon which the HS Contractor shall begin performance.

a. A ship, an activity authorized to pass a LOGREQ on behalf of the ship (i.e. Port Service Office or DAO), or an authorized ordering activity may notify the HS Contractor of a forthcoming visit requiring husbanding services. Upon notification of a visit, the HS Contractor shall make such preliminary arrangements as necessary with port authorities, other U.S. Government Contractors, and other commercial firms to provide supplies and services requested by the ship. The HS Contractor shall confirm receipt of the ordering LOGREQ (to the activity who provides the LOGREQ to the HS Contractor) within 24 hours. Confirmation of receipt may be made by email to the activity passing the LOGREQ to the HS Contractor.

b. Ships will not provide force protection requirements in unclassified LOGREQ messages. The force protection requirements are specified in a classified LOGREQ issued by the ship to U.S. Government activities. The activity to which this message is addressed will contact the Contractor and pass the ship's force protection requirements for action. The HS Contractor shall confirm with the ship that these force protection requirements received have been actually ordered by the ship prior to beginning performance. The ship's Supply Officer (SUPPO) or Commanding Officer may also request additional force protection requirements not covered by the classified LOGREQ by email, telephone, or personally upon ship's arrival. The HS Contractor shall coordinate with the SUPPO before providing any additional force protection. If

any other activity or individual orders force protection services (i.e. NCIS, etc) not covered in the ship's classified LOGREQ, the HS Contractor is required to immediately inform the ship and receive confirmation prior to beginning performance of these services. Organizations such as NCIS and DAO are not the actual Ordering Officer and have no contractual authority to place orders. Only the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer has the authority to confirm or change an order.

c. LOGREQ Pre-arrival Cost Estimate. The HS Contractor shall provide each ship or ordering activity an estimate in response to an LOGREQ message issued to the HS Contractor by any method identified under "OC-7 ISSUANCE OF ORDER" clause. The pre-arrival cost estimate shall be submitted in accordance with Attachment (8)-PWS Cost reporting. The LOGREQ message is not an order for non-priced items until priced by the contractor and confirmed by an authorized ordering officer. The requirements shall be provided to the HS Contractor by ships, activities and individuals identified in the contract. This estimate shall be sent within 48 hours after receipt of the LOGREQ message and will explain any anticipated "additional" costs and include cost savings or avoidance recommendations. In a situation where the HS Contractor receives a LOGREQ message with less than 48 hours prior to the arrival of the ship, the HS Contractor shall make every effort possible to provide the required documentation and price estimate prior to the ship's arrival, but in no event later than 48 hours after receipt of the LOGREQ message.

7. INITIAL BOARDING

a. The HS Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival. Upon initial boarding the HS Contractor shall provide all emergency telephone numbers, i.e. police, hospitals, firefighters, etc. In addition, the HS Contractor is required to provide the emergency telephone numbers for shipboard generated industrial waste (SGIW) disposal and hazardous material (HAZMAT) and oil spill response and reporting procedures to all ships upon initial boarding or in a LOGREQ reply. The HS Contractor shall visit the ship at least once per day and shall be available on call at all times (24 hours per day, seven days per week) to assist the ship with requirements and to resolve problems.

b. The HS Contractor shall brief the designated ship representative about Contractor-provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HS Contractor shall provide its POC information with 24-hour contact phone numbers.

c. The HS Contractor shall provide the SUPPO with copies of applicable port tariffs and current prices for frequently ordered services, and with any other information provided by NAVSUP Fleet Logistics Center Yokosuka, Site Singapore for distribution. Copies of applicable port tariffs and current prices for services shall be in English. The HS Contractor shall be prepared to take additional ships' orders for supplies or services not placed in the ordering LOGREQ. All orders placed after the ship's arrival shall be reported and prices confirmed (if non-priced items) using the LogSSR reporting requirements and online pricing application procedures described in Attachment 8.

8. POINT OF CONTACT

a. Based upon the ship's orders, the HS Contractor shall ensure the timely filling of all ship's requirements. The HS Contractor shall designate at least one senior company official to be the Point of Contact (POC) under this contract for logistic and contractual support. The POC shall be fully fluent in English. The HS Contractor is required to designate the POC at the time of contract award.

b. All HS Contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port. All correspondence shall be in English. All electronic communication between visiting vessels and the HS Contractor shall be copied to the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer and Logistic Support Representative emails specified at the time of contract award.

The HS Contractor is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered by the Supply Officer from the HS Contractor.

9. ORDERING SUPPLIES AND SERVICES & PROVIDING GENERAL ASSISTANCE

The ship(s) will submit LOGREQs that include requests for a variety of services and supplies. The first obligation of the HS Contractor is to verify if any of the requested services and supplies can be provided free of charge by the host nation.

If services and supplies are not available free of charge from the host nation, they must be provided if within the scope of this contract. The Contracting Officer will be notified if there is a question regarding the scope of the contract. If these services and supplies are not priced in the contract, or if these services and supplies are available under other U.S. Government contracts, the following applies:

a. Passing Requirements to other U.S. Government Contractors: The HS Contractor shall coordinate and pass orders, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts (e.g., Prime Vendor or Defense Energy Supply Center (DESC)) for various supplies and services required. This husbanding service includes all necessary actions to facilitate the acceptance of supplies or services rendered under U.S. Government contracts. Any disputes or discrepancies arising from the order will be resolved directly between the SUPPO and the other Contractor(s). The HS Contractor shall also facilitate any necessary force protection vetting requirements so that other U.S. Government contractors can perform their contractual requirements.

b. The U.S. Government will not pay the HS Contractor for any personal requests from individual crewmembers, whether military or civilian.

c. The HS Contractor shall install all ordered equipment upon the ship's arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

d. Money Exchange Services: The HS Contractor shall arrange for authorized moneychangers to exchange U.S. dollars for ship personnel into local currency. Money Exchange services shall be made available onboard ship to crewmembers at least two hours daily with buy-back service on the day before the ship's departure. The moneychangers may include a commission of not more than plus or minus 1.5% difference from the Official Exchange Rate. A locally-available and verifiable currency exchange rate may be used as the Official Exchange Rate. Verification of the exchange rate shall be provided to the Ordering Activity at the time of service. The HS Contractor shall maintain adequate records justifying its basis for determining the Official Exchange Rate and shall make those records available to the U.S. Government upon request. This Official Exchange Rate will be used for financial conversions not covered by payments in U.S. dollars.

e. Laundry Services: The HS Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Laundry and dry cleaning services that are required by the ship from the laundry and dry cleaning vendor will be ordered from the vendor by the ship. Payment for services will be made by the ship to the vendor rather than through the HS Contractor. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure. The HS Contractor shall assist in resolving vendor billing discrepancies.

f. Interpreter Services: The HS Contractor shall provide interpreter services to assist the Supply Officer to assure timely delivery and performance of the supplies and services ordered by the Supply Officer under this contract. This limited set of interpreter services is required under the Management Services LINE ITEM and is separate from the interpreter services required under LINE ITEM XX07AM.

g. Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

h. Morale Welfare and Recreation (MWR) Services: The HS Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) Contractor servicing the ship. If an ITT contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If there is an ITT contract, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship. In the absence of an MWR contract, the HS Contractor shall provide advance information on all recreational/liberty activities available in local area. Information (with associated costs) shall include, but is not limited to, sightseeing tours, entertainment, sporting events, transportation, lodging and visitor tips. The HS Contractor shall coordinate all recreational/liberty requirements communicated by the ship. The HS Contractor shall disseminate information on the full scope of recreational/liberty opportunities, sightseeing tours, entertainment, sporting events, local area transportation and lodging. The HS Contractor shall plan, coordinate and assist as necessary, in port requests for entertainment, athletic competitions, sightseeing tours and unit parties/picnics.

i. Immigration, Customs and Visa: The HS Contractor shall assist ship personnel with immigration, customs and visa requirements into the country of the port visit.

j. Medical Emergencies: If requested, the HS Contractor may be required to make arrangements for emergency medical treatment of ship's crewmembers while the ship is in port. In cases where a member is airlifted into a port by the ship, the HS Contractor, in coordination with the U.S. Consulate/Embassy, will arrange for proper medical care until the member can be returned to the ship, or evacuated to the United States. If there are costs associated with arranging these services, the HS Contractor shall obtain approval from the SUPPO/Contracting Officer prior to providing the support.

k. The HS Contractor shall facilitate the ship's timely departure. The HS Contractor shall provide timely invoices of provided services and supplies to the Supply Officer at the time of the pre-sailing visit. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided. The HS Contractor shall remove all provided equipment.

l. Pre-Sailing Visit: The HS Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the HS Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. Written receipt for acceptance of all services shall be obtained during this visit. The Ordering Activity shall provide a check or DD1155 for all finalized invoices prior to departure where the content of the invoice is not disputed. The HS Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The HS Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The HS Contractor's point of contact for this information shall be the Commanding Officer, Command Duty Officer, Operations Officer, or the Officer of the Deck.

10. UNIQUE / PARTICULAR SITUATIONS

a. Assisting two ships: If a ship, not in port, requests assistance from the HS Contractor, the ship will pay the husbanding services subsequent days' fee. However, if at the same time, using the same helo or other transport, the HS Contractor provides service to two ships (e.g. delivery of fresh fruits and vegetables (FFV) at one time for two ships using the same helo), the HS Contractor is entitled to bill for only one subsequent day.

b. Under Class I size vessels (based on the number of personnel): If two small vessels, under the size of Class I, IA or IB come into the port together, submit consolidated requirements, and have approximately the same schedule, the HS Contractor will only charge for one Class I, IA, or IB vessel vice two. However, if only one such vessel comes into port, the HS Contractor will charge full Class I rates.

c. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within 3 days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back on Saturday, Sunday or Monday, it will be charged subsequent day fees. If the ship comes back Tuesday, it will be charged the first day rate).

d. If a ship comes into port and does not notify the HS Contractor or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days, subject to the conditions in paragraphs (b) and (c) above.

e. Ship Repair: If ship repair is required and performed in one of the ports covered by this contract, husbanding services will be provided only if requested by the ship. U.S. Navy Ships in shipyards at locations covered by this contract may order supplies and services from this contract without the requirement to also order Management Services.

f. The HS Contractor is required to be able to simultaneously husband thirty (30) ships throughout the Region, including up to two (2) Class V and two (2) Class IV ships in a single port simultaneously.

g. Order of Priority of Usage: The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or, if the port-provided supplies and services are less expensive than similar services provided by the HS Contractor or its subcontractors, or finally provide it themselves to include subcontractors. Where the reasonable cost of mobilization/demobilization for U.S. Government owned equipment exceeds the quoted price of the sub lot line item it is intended to replace, the HS Contractor shall use the least cost alternative to meet the requirement. Information on availability of host nation provided services, where available, is annotated on the Attachment 2 pricing schedules. If, for any reason, an item that would otherwise be provided by the Government, host nation, or port authority is not available, that item shall be provided by the HS Contractor at the price quoted in the Attachment 2 pricing schedules.

h. MARK V High-Speed Interceptor Craft (HSIC): MARK V (HSIC) Special Operations Craft may be in port or in the vicinity for up to 90 days conducting operations. The HS Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and only one Management fee shall be charged when husbanding two MARK V vessels at the same time.

i. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The HS Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit.

j. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HS Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong SAR and Singapore.

k. Other Personnel - Other U.S. personnel conducting business at locations covered by this contract may order off the contract without incurring Management Service Fees. Support of ‘Other Personnel’ is limited to

Logistics Response Teams and ship detachments (e.g. ship's beach detachment, site survey team, advance force protection teams) in direct support of a ship visit. These orders do not involve continuous management of husbanding services and may be for items such as vehicles, phones or other services. For example these services may be ordered from the HS Contractor when hotels, transportation and rental of cellular phones are required for the personnel described above.

l. Short Notice Orders: The contractor shall perform all orders that are issued within the minimum order lead time annotated for each lot in the Attachment 2 schedules. If orders are issued with less than the required minimum order lead time prior to the start of performance, the contractor shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

m. The minimum order lead time applies to all Lot Line Items with the exception of XX21, Operations Other than War, which remain subject to the requirements stated in Attachment 9. The HS Contractor shall provide all requested services, to include mobilization of required equipment, when the Ordering LOGREQ is received from the Ordering Officer or their representative with a lead time greater than the number of days specified in the Attachment 2 schedules for the Lot location where performance is to take place.

11. LINE ITEM DESCRIPTIONS

a. LINE ITEM XX01 - HUSBANDING SERVICES (ANCHORAGE AND PIERSIDE)

The HS Contractor shall provide husbanding services to ships visiting the ports in the Region covered by this contract. Line Item XX01 requires that the HS Contractor perform all services and provide all supplies necessary to fully comply with the tasks and responsibilities described at paragraphs 1-10 above unless a task or responsibility is specifically included in a separately-priced Line Item below. The HS Contractor's responsibilities under these Line Items start prior to the arrival of the ship and continue after the ship's departure.

The price for Line Items XX01 covers all regular and overtime labor of HS Contractor's personnel supporting the ships plus indirect expenses, including all management, overhead, office expenses, and profit for performing tasks required by these Line Items.

The husbanding fee is based on the Class of the ship and broken down by the First Day and Subsequent Day of the ship visit. A husbanding fee may be provided to the HS Contractor for services rendered prior to the ship's visit, i.e. assistance to the ship's logistics response team.

b. LINE ITEM XX02 - TRASH REMOVAL

1. Trash removal service is the collection and disposal of refuse (i.e., trash) including liquid, semi-liquid, or solid garbage. Refuse does not include explosives and incendiary waste, or waste contaminated by medical and radiological processes.

2. The HS Contractor shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse. The HS Contractor shall provide dedicated refuse bins to the ship. The HS Contractor shall collect all loose refuse placed adjacent to refuse bins. The HS Contractor shall immediately clean up any spilled refuse. The HS Contractor shall properly dispose of all collected refuse.

3. For ships at pier side, the HS Contractor shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulation, or barges alongside the ship. The HS Contractor shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.

4. For ships at anchorage, the HS Contractor shall remove trash at the times agreed to by the HS Contractor and Supply Officer. The frequency of removal shall be as follows:

SHIP CLASS	DAILY FREQUENCY
I, IA, IB	1
II	2
III	3
IV and V	Continuously Via Dedicated Barge when permitted

5. For trash collection at anchorage, the trash barge shall be available 24 hours a day (where not contrary to law or port regulation) with suitable self-fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

6. For trash collection by barge, the HS Contractor shall provide trash barges/scows (with tug service if barge is not self-propelled) for ships at anchorage. The barges shall be completely empty at time of arrival at the ship. In situations where an empty barge is not available, the contractor shall provide a system to measure the volume of trash deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of the trash. All trash barges/scows shall be properly fendered to prevent damages to U.S. Government vessels. The HS Contractor shall have ready access to sufficient barges and equipment to support at least two (2) ships at anchorage simultaneously. The barge's crew shall be entirely responsible for the tending of lines and for barge's security. The movement of trash from the ship to the barge shall be performed with care by the ship's sailors and in the manner ensuring the safety of the HS Contractor's crew and barges. Any instances of unsafe practices shall be brought to the attention of the ship's Commanding Officer, to ensure that corrective and preventive action is taken.

7. In instances of bad weather or emergency where the ship must depart on short notice, the HS Contractor shall remove barges within four hours of being directed to do so by the ship. Should a vessel with a trash barge alongside experience an emergency where the ship must depart, the SUPPO will advise the HS Contractor at least four (4) hours in advance for the barge pick-up at no additional cost to the U.S. Government.

8. The HS Contractor shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The HS Contractor is also responsible to follow any environmental regulations required by each country. The HS Contractor is required to keep all disposal certificates and shall make them available to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore upon request.

9. Whether at anchor or pierside, U.S. Government personnel will dump the trash on the barges or in the containers.

10. Any spillage of refuse in the course of the removal operations shall be cleaned up immediately by the HS Contractor. Refuse containers, when used and when emptied, shall be returned to their original position with the lids (if any) replaced thereon.

11. The HS Contractor shall be paid based on the ACTUAL CUBIC METERS of trash removed. The HS Contractor shall be entitled to bill for 60 CM under sub lot line items XX02AC where the actual volume of trash removal is less than 60 CM (per order).

12. Where trash is required to be segregated, the Ordering Activity shall be required to segregate the material at the time of disposal. The HSP shall be responsible for providing separate containers for each vessel, clearly marked with the required categories and for informing the Ordering Activity, upon arrival, that segregation is required. If the Ordering Activity does not segregate trash as required, the HSP shall inform the Ordering Activity and Logistic Support Representative (LSR) prior to departure and bill for the cost of trash segregation under Line Item XX20, Incidentals within 48 hours after the vessel's departure.

c. LINE ITEM XX03 – FLEET LANDING

1. When ordered by the ship, the HS Contractor shall furnish services/supplies for the fleet landing area. The following is a list of the basic supplies and services that a ship may need. It doesn't cover all the services that may be ordered by a ship for fleet landing.

2. FLEET LANDING. HS Contractor shall provide the sub-line items specified in this Line Item and shall provide a unit price for each sub-line item. The unit price shall be per day for each item. Mobilization/demobilization charges shall be included in sub-line item price.

   The Fleet Landing LOT consists of the following:
   a. One (1), 40-feet refrigerator unit or two, 20-feet refrigerator units, with required power to operate the units.
   b. PORTABLE TOILET UNIT SERVICES. The unit price shall be for a single commode and one (1) urinal. The daily rate shall include pumping and cleaning as many times as necessary to ensure clean, sanitary condition and providing all chemicals, cleaning products and toilet paper. The HS Contractor shall check toilet facilities at least every six (6) hours to ensure cleanliness.
   c. PORTABLE ELECTRIC GENERATORS. The HS Contractor shall provide a portable, gasoline powered, electric generator capable of supplying power to portable lighting and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). Generator shall be at least 5KW with circuit breaker protector. Daily rate includes fuel, oil, and necessary consumables to operate the generator, transportation, set-up, dismantling and labor.
   d. Chairs (each per day)
   e. Long tables - approximately 2 meters in length (each per day)

   Any other supplies, services or quantities of supplies and services other than those listed above shall be provided in accordance with the procedures set forth in LINE ITEM XX20.

d. LINE ITEM XX04 – BROW SERVICES

1. Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The HS Contractor shall provide the brows specified in the schedule as ordered by the ship. A range of brow sizes is provided in each of the sub lot line items of lot line item XX04. All brows provided by port authorities, host nation, or US Government shall be billed at cost as port tariff items. Mobilization, demobilization, setup and placement shall be included in the proposed unit price of all XX04 sub lot line items. In cases where brows are provided by port authorities, host nation, or US Government free of charge, at reduced cost, or for mobilization/demobilization costs only; these costs will be reimbursed without additional fees or markup.

2. Due to the height difference between the submarine deck and pier, the HS Contractor provided submarine brow (must afford personnel a smooth and safe transit when entering or exiting the submarine deck. The submarine brow must be capable of supporting shore power cables without damaging the cable.

3. Brows shall be provided free of charge by Royal Navy Liaison Office (RNLO) in Sembawang port for ships berthed at piers 5, 6 , and 7.

4. The HS Contractor shall be entitled to bill for 4 hours of usage under this line item when actual usage is less than 4 hours (per order). Billing for brows shall be calculated up until the scheduled time of departure. Discrepancies, if any, between the number of hours billed at the pre-sailing visit and the actual number of hours used shall be invoiced and paid in accordance with the procedures in OC-1, Invoices and Payments, and the PWS paragraph 9.l. The order of priority of usage in paragraph 10.g. applies.

5. Mobile Crane Services

The HS Contractor shall provide mobile crane services (shore crane) with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each mobile crane ordered.

Crane services under this Line Item are for land cranes only. Floating cranes are to be provided and billed under Line Item XX20 procedures if required.

6. Forklift Services

The HS Contractor shall provide forklift services with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. Upon the Supply Officer's request, the HS Contractor shall provide information concerning forklift/lifting capacity. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered.

e. LINE ITEM XX05 – SHIP MOVEMENT SERVICES

1. The HS Contractor shall arrange pilots, tugs, and line handlers as ordered. The HS Contractor shall coordinate with port authorities, as necessary, to ensure that the services are available at the times requested. It should be noted that the port authority or other authorized sources provide these services, and are, therefore, to be priced in accordance with current tariff rates.

2. The HS Contractor shall provide tugs to bring ships to and from berthing locations. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

3. Only if pilots, tugs, or line handlers are not available through the port authority, the HS Contractor shall use commercially available sources and priced in accordance with the unit quantities indentified in the pricing schedule (LINE ITEM XX05AA, XX05AC, XX05AD and XX05AG).

f. LINE ITEM XX06 – WATER FERRY/TAXI SERVICES

1. The HS Contractor shall provide water taxis to transfer ship personnel to and from the ship and the fleet landing in accordance with Attachment 16 - Water Taxi Specifications. At the commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule. The HS Contractor shall provide water taxi service when the vessel is expected to be at anchorage for twenty-four (24) hours or more. Water taxi service shall be always available, with the exception of inclement weather, during the two (2) one-hour meal breaks and during refueling. At the commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule.

2. The hourly rate for taxi water service shall include a minimum of two (2) qualified operators (a driver and one other operator), any other helpers or crew members required by local authorities, all insurance, fuel, holiday surcharges, overtime, and other operating expenses. Operator qualifications are set forth in paragraph (16) below.

3. Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the ship. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection. The HS Contractor shall be entitled to a six (6) hour minimum rental fee in cases where actual usage is less than 6 hours (per order).

4. Deleted

5. If the HS Contractor cannot provide the size of water taxi ordered, the HS Contractor shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event the ship will be charged for the size of the water taxi ordered. For example, if one (1) 250-pax water taxi is ordered and is not available, then two (2) 125-pax water taxis shall be provided for the rate of one (1) 250-pax water taxi if acceptable to the Ordering Officer.

6. The HS Contractor shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the port or the country in which the port is located. Apart from compliance with local laws and regulations, the HS Contractor shall meet all additional requirements as set forth throughout the PWS. Water taxi shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, and fitted for service required. Further, water taxi shall be in a clean condition when presented for service and shall be free of debris. The water taxi shall be sufficiently clean so as not to soil passengers, their clothing, or possessions with dirt, grease, oil, or other matter. If the water taxi does not meet the requirements of this paragraph as determined by the Ordering Officer, the U.S. Government shall have the right to reject the water taxi for performance of services.

7. The HS Contractor shall ensure that all water taxis are fully licensed, registered, and insured, including adequate liability insurance, in accordance with local laws and regulations.

8. Each water taxi shall be equipped with at least one clean and serviceable life jacket for each passenger and crewmember, and all jackets shall be stowed in a readily accessible place.

9. Except as otherwise specified herein, the service shall include all equipment needed to transport personnel between the vessel anchored in the outer harbor, or in the inner harbor, fleet landing, or any designated pier or berth within the port. If it becomes necessary to change the landing point of the water taxi (pier or berth) within the port, the HS Contractor shall dock at the new landing point. In the event this occurs, it will be considered to be a "Change" to the contract. Any entitlement to and any amounts of additional or reduced charges shall be determined pursuant to the clause entitled "Changes" that is part of Contract Terms and Conditions – Commercial Items (FAR52.212-4)".

10. All water taxis used by the HS Contractor shall provide overhead covering.

11. Before the commencement of any services under this contract, the HS Contractor shall make the water taxi available to the Ordering Vessel's Commanding Officer or designated representative for inspection.

12. The following information shall be conspicuously posted in English and the language of the country in which the port is located:

    a. Current operator's/captain's license.

b. Passenger/weight capacity limits notice.
c. Location of life jackets and other life saving equipment.
d. Location of all exits indicated in large letters.
e. Emergency procedures.

13. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

14. 'Adverse weather' conditions are weather conditions in which operations of water taxis are unsafe for passengers and shall be determined by the Commanding Officer, Command Duty Officer, Operations Officer, Officer of the Deck, or local port authority. Operation of the water taxi shall be in a safe and seaworthy manner. Operation of water taxis is not allowed under adverse weather conditions.

15. The consumption of alcoholic beverages shall not be permitted aboard the water taxi.

16. Operator Qualifications: All personnel or employees of the HS Contractor operating water taxis, shall have all certification required and issued by the law of the country in which the port is located for the operation of the type, class, or size of water taxi being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the water taxis are to be operated to ensure the water taxis are operated in a safe and seaworthy manner. At least one operator on each boat must speak English. The HS Contractor is required to provide a minimum of two (2) qualified operators for each water taxi at all times.

17. Security: During the term of this contract, the ship(s) to be serviced will provide adequate and sufficient security personnel for maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the ship's Commanding Officer or designated representative. When such naval personnel are embarked in a HS Contractor-operated water taxi, he will be responsible for the good order and discipline of naval personnel.
18. In the event of a water taxi breakdown, immediately prior to, or during a trip, the HS Contractor shall immediately provide a replacement water taxi that complies in all respects with this contract, at no additional cost to the U.S. Government. If a water taxi is not operable when required under this contract, the HS Contractor shall immediately provide at no additional expense to the U.S. Government, a replacement water taxi which complies in all respects with this contract.

19. Any personal articles or items found on the water taxi after completion of each trip shall be turned over to the ship's Security Officer or his direct representative.

20. To verify a claim by the HS Contractor for any damage or destruction caused by the U.S. Government, it shall be the responsibility of the HS Contractor to ensure that the water taxi is jointly inspected before and after each trip by the HS Contractor and an authorized representative of the U.S. Government.

21. When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

22. Inspection and acceptance criteria for water taxi services. The Commanding Officer or his designated representative of the ARMY/USS/USNS/USCG ship shall inspect and accept all liberty boats/water taxis prior to transporting any personnel. Each order for liberty boat/water taxi services is made on the basis that the request is to be considered a final order/obligation of the US Government only after each water taxi has been inspected and accepted by the ship's representative. The ship's Commanding Officer is solely responsible for the safety of his crew and the subsequent acceptance of liberty boat/water taxi services. Upon ships, Commanding Officer's security personnel can inspect the water taxi's personnel. The following features or components may be inspected prior to acceptance.

a. HULL
   i. Watertight integrity of weather decks, bulkheads, watertight closures and interior hull structure.
   ii. Superstructure (including masts and stacks).
   iii. Railings, bulwarks and their attachment to hull, especially guardrails and lifelines.
   iv. Provisions for drainage of seawater from exposed decks.

b. MACHINERY
   i. Main propulsion and auxiliary machinery essential to operation of craft.
   ii. Sea and bulkhead closure valves.
   iii. Bilge suction strainers and dewatering systems bilge pumps to be tested by operation.
   iv. Bilges free of flammable liquids.

c. ELECTRICAL
   i. Cables.
   ii. Navigation, deck and emergency lighting.
   iii. Rotating electrical machinery, e.g., generators and motors.
   iv. Storage batteries.

d. LIFESAVING EQUIPMENT
   i. Life preservers sufficient number for maximum capacity of craft, accessible and in satisfactory condition.
   ii. Life raft(s) and hydrostatic release (where applicable) sufficient for maximum capacity.
   iii. First aid kits, life rings and distress lights.
   iv. Distress signaling devices.

e. FIRE FIGHTING EQUIPMENT
   i. Fire pump subject fire hose to fire pump pressure.
   ii. Portable fire extinguishers.
   iii. Fixed systems, e.g., CO2 cylinders

f. STEERING APPARATUS

g. MTSC SYSTEMS AND EQUIPMENT
   i. Harbor charts.
   ii. Ground tackle and mooring lines.
   iii. Whistle/fog horn, bell.
   iv. Compass.
   v. Radar.
   vi. 2 way radio capable of bridge to bridge communications.
   vii. Current licenses.

23. In the event the U.S. Government rejects a water taxi, the U.S. Government shall not be liable for any costs the HS Contractor incurs in presenting said water taxi for inspection.

24. The HS Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for U.S. Government review and inspection.

g. LINE ITEM XX07 - GENERAL CHARTER & HIRE ITEMS

YOKOHAMA OR COMPARABLE TYPE FENDERS

1. The HS Contractor shall furnish Yokohama or comparable type fenders for all classes of ships in accordance with the Schedule of Supplies and Services. Fender size is not specified as this is a performance based service. Fenders provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX07AC). The fenders quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee PER Yokohama or comparable type fender, and there is another SUBLINE ITEM for all costs associated with installation, and removal of one fender, as well as round trip costs associated with transport of the fender from another port, if required.

2. Rental is on a daily(24-hour) basis, per fender. Installation, removal, and transportation are charged as a "lot" per fender. The HS Contractor shall be responsible for securing the fenders to the pier.

3. The HS Contractor shall provide fenders with a minimum of two (2) mooring lines.

4. Fenders shall be provided free of charge by Royal Navy Liaison Office (RNLO) in Sembawang port to ships berthed at piers 5,6, and 7.

5. Sub lot line item XX07AH is applicable only to submarine fenders. Sub lot line item XX07AB shall be used for all other class 1 vessels. Recognizing that mobilization/demobilization costs for submarine fenders (XX07AH) vary significantly from those of other type fenders, transportation charges for submarine fenders shall not be subject to the quoted transportation charges of XX07AG. Instead, all transportation, storage, setup, mobilization and demobilization charges associated with submarine fenders (XX07AH) shall be included in the quoted price of this sub lot line item.

INTERPRETER SERVICES

The HS Contractor shall provide interpreter services when ordered. The interpreter shall be fluent in both spoken and written local language and English.

OILY WASTE REMOVAL

1. Oily Waste is defined as any liquid petroleum product mixed with wastewater and/or oil in any amounts, which, if discharged overboard, would cause or show sheen on the water. The HS Contractor shall dispose of any combination of oily waste and grey water as oily waste.

2. Oily Waste is measured by Cubic Meter (1CM = 264.2 Gallons). The HS Contractor shall submit, as an attachment to the invoices for disposal services, a document verifying the quantity collected and the name of the disposal plant where the oily waste have been or will be disposed. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from the ship.

3. The HS Contractor shall comply with the environmental requirements of each country where oily waste is disposed and shall be liable for any costs incurred as a result of the HS Contractor's failure to comply with such requirements. The HS Contractor shall keep all disposal certificates and shall make them available to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore upon request. If the ship concurs with the volume, the ship will pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped. The HS Contractor will submit a request to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore for the difference, accompanied by disposal certificates. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore will investigate and resolve the issue, and will arrange for the ship to pay any amounts determined to be due.

4. Oily Waste Removal involves the collection of Oil and Aggregate Water generated by the ships. The requiring vessel will pump this waste into HS Contractor-provided tanks or barges. The HS Contractor shall provide all equipment and facilities required to remove oily waste, including hoses and connections compatible with the

ship being serviced. The HS Contractor shall provide hoses of sufficient length from equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

5. In all cases when a ship orders oily waste disposal services, the HS Contractor shall invoice and will be paid the contract schedule's minimum daily quantity of 60 CM for providing the disposal services, even if the oily waste quantity pumped and disposed that day is less than the 60 CM minimum quantity. Payments over the minimum daily quantity of 60 CM shall be for the amount of oily waste cubic meters removed at the appropriate per CM rate in the schedule. The HS Contractor shall not invoice any charge (either the daily minimum or the additional per CM rate) for ships that do not order disposal services.

6. In the event the HS Contractor subcontracts oily waste disposal, the HS Contractor shall be liable for any costs incurred as a result of the disposal operator's failure to comply with local requirements.

7. The HS Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed. The Government reserves the right to independently verify the volume of discharge using certified flow measuring devices.

8. When removal is done via barge, the HS Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

PRATIQUE/AGRICULTURAL SERVICES

The HS Contractor shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

PORT DUES

1. In some countries, the port authority or concessionaire charges port dues to the visiting ship. The port dues may be based on the length or based on the gross tonnage of the ship. Only 'FINAL' invoices will be accepted for payment.

2. Attachment (19) of the solicitation lists some of the unclassified agreements. However, this is not a complete list of all the relevant countries.

3. Clause OC-10, titled Host Country Agreements, outlines the limitation of the U.S. Government to pay for certain port dues, fees, or use fees.

4. Sub lot line items XX07AS and XX07AT are intended to provide a suitable landing area for ship's boats or water taxis, when ordered. items XX07AS and XX07AT are also intended to provide a suitable area, adjacent to the ship berth or water taxi point of debarkation, for placement and operation of the fleet landing lot items ordered under lot line item XX03. The fleet landing sub lot line items are detailed in the PWS paragraph c.2.

5. Sub lot line items XX07AQ, XX07AS, XX07AX, and XX07BA shall only be used when the port is not publicly owned/operated.

STEVEDORE SERVICES

The HS Contractor shall provide stevedores for general labor. Billing shall be at the hourly rate for worker.

BREASTING BARGES

1. The HS Contractor shall furnish camels in accordance with the Schedule of Supplies and Services. The camels shall be flat surface platforms to be placed alongside the pier and sufficiently capable of breasting the ship away from the pier or from other ships.

2. The HS Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3. The HS Contractor shall place additional fenders between the breasting barge and the ship when requested.

4. Breasting barge size is not specified as this is a performance-based service. The HS Contractor is responsible, as part of its understanding of the requirement, for determining the appropriate barge size for each combination of vessel class and berthing configurations required at each lot. Barges provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX07BF). The barges quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee for the barge, and there is another SUBLINE ITEM for all costs associated with installation, and removal of the barge, as well as round trip costs associated with transport of the barge from another port, if required.

5. Rental is on a daily (24-hour) basis, per barge. Installation, removal, and transportation are charged as a "lot" per barge.

LANDING BARGES

1. The HS Contractor shall furnish landing barges (i.e. pontoons) in accordance with the Schedule of Supplies and Services. The landing barges shall be flat surface barges for positioning at the stern or side of the vessel to serve as a loading/unloading platform for water taxi personnel or cargo; they shall not interfere with the operations of the ships' elevators or other equipment. Although landing barges are primarily used for class IV and V vessels, they may be ordered for use with any class vessel.

2. Landing barge size is not specified as this is a performance-based service. The HS Contractor is responsible, as part of its understanding of the requirement, for determining the appropriate barge size for each combination of vessel class and berthing configurations required at each lot. Barges provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX07BN). The barges quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee for the barge, and there is another SUBLINE ITEM for all costs associated with installation, and removal of the barge, as well as round trip costs associated with transport of the barge from another port, if required.

3. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

4. Rental is on a daily (24-hour) basis, per barge. Installation, removal, and transportation are charged as a "lot" per barge.

h. LINE ITEM XX08 - COLLECTION, HOLDING, AND TRANSFER (CHT)

1. The HS Contractor is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships throughout the area covered by this contract. The HS Contractor shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The HS Contractor shall be responsible for the supervision of the collection, transportation and disposal services to avoid any overflow of waste on the barge and at the pier. Services shall commence upon ship's arrival whether, at anchor or pierside. The HS Contractor shall pre-position CHT barges, when necessary, in accordance with force protection or other requirements.

2. The HS Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3. The HS Contractor shall remove sewage from the ship in HS Contractor-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

4. The HS Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT. The Government reserves the right to use its own metering device to verify measurement of sewage discharge. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from the ship.

5. The HS Contractor shall provide CHT hoses of sufficient length from HS Contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6. The HS Contractor shall properly dispose of all sewage. CHT collection, removal and disposal shall be priced based on the following conditions:

    a. (XX08AA) – CHT BY TRUCK: The husbanding HS Contractor shall provide services when the visiting ship is at pierside.

    b. (XX08AB) – CHT BY BARGE: The husbanding HS Contractor shall provide services when the visiting ship is at anchorage or the port authority has issued a directive stating that service must be performed by barge or the barge has been ordered by the ship. The HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

7. The CHT service shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the contractor shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT.

8. The HS Contractor will be guaranteed a minimum daily quantity of 60 cubic meters for providing these services even if the actual cubic meters of CHT removed is lower than 60 cubic meters. Note: 264.2 gallons = 1 CM (cubic meter).

9. The HS Contractor shall submit, as an attachment to the invoices, a document (certified by the ship's personnel) that indicates the quantity collected and the name of the disposal plant where the CHT will be disposed. The Government reserves the right to independently verify the actual volume of CHT discharged using a certified flow measuring device.

10. The HS Contractor shall request the ship's personnel to verify all removal figures at time of CHT collection. The HS Contractor shall follow any environmental regulations required by each country. If the ship concurs with the volume, the ship will pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped or 60 cubic meters per day, whichever is greater. The HS Contractor shall submit a request to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore for the difference, accompanied by disposal certificates. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore will investigate and arrange for payment of any additional amounts that are determined to be due.

11. The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the HS Contractor's report in writing. The HS Contractor is also responsible to keep all disposal certificates and shall make them available to Contracting Officer upon request.

12. In addition, the following applies specifically to Lot 20, Hong Kong:

    The HS Contractor shall discharge all CHT collected from the ship to the Hong Kong SAR Government designated discharging location. The prices for lot line item 2008AA and 2008AB on the Attachment 2 schedules shall be understood to require all the Collection Holding Transfer Sewage Removal and Disposal services described under this Performance Work Statement paragraph 11.h. but for the actual disposal/discharge costs. The disposal/discharge costs will be separately paid as a port tariff item.

i. LINE ITEM XX09 - FRESH POTABLE WATER

Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

1. Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See Attachment #18.

2. Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

    a. These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at these websites: http://www.epa.gov/OGWDW and http://www.tdh.state.tx.us/bfds. The HS Contractor shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

    b. The HS Contractor shall provide for the delivery of fresh potable water to the ships as ordered. The HS Contractor shall be paid for the amount of water ordered by the vessel. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, CERTIFIED METERING DEVICES.

    c. Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraphs (2)(a) and (2)(b) above. If the water source does not meet the requirements of potable water, the HS Contractor shall be required to provide water from an alternate approved source at no increase in the contract price.

d. Potable water pierside shall be delivered by pipeline if available. If pipeline is not available, potable water pierside shall be delivered by truck or barge and the ship will be charged in accordance with SUBLINE ITEM XX09AB. If a vessel is at anchorage SUBLINE ITEM XX09AC applies.

3. The HS Contractor shall be paid based on the ACTUAL METRIC TONS of potable water received on the ship. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities provided to the ship.

4. If potable water delivery is via barge, the HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position water Barges, when necessary, in accordance with Force protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

5. **BOTTLED POTABLE WATER -** The HS Contractor shall provide for the furnishing of fresh, potable water in bottles. The husbanding Contractor is responsible for ensuring that the U.S. Army Veterinary has approved the products recommended to the ship's Supply Officer. Information on how to request and obtain sanitary inspection is provided as Attachment #17. The minimum order quantity for this line item is 100 liters.

j. LINE ITEM XX10 – SHIP'S UTILITY SERVICES

OIL BOOMS

The HS Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom. Billing for LINE ITEMs XX10AA and XX10AB shall be per meter. For example, a 300-meter oil boom would be billed at 300 meters per day.

Oil Booms are intended to act as a precautionary measure in case of inadvertent leakage from equipment otherwise in sound operating equipment. Oil booms are also intended to mitigate the environmental damages that may otherwise result from inadvertent leakage. The HS Contractor shall notify the Ordering Activity, upon receipt of a LOGREQ request, if deployment of an oil boom at the proposed mooring location is contrary to host nation or port authority regulation so that the order for the oil boom service can be cancelled. Cleanup and disposal of oil is a port authority function. If the HSP incurs charges for these services, they shall be billed as port tariff items on a reimbursable basis.

SHORE POWER (INCLUDES CABLES, CONNECTION, FUEL, AND OPERATORS) 450-480V, 60 HZ

The HS Contractor shall provide shore power to the ship using a port-provided, permanent connection system or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels. The HS Contractor shall provide all cables and make all power connections between the generator and ship. The availability of shore power shall be in accordance with the schedule established by the ship.

Sub Lot Line Items XX10AC, XX10AD, and XX10AE are to be used only if/when shore power provided by port authorities is, for any reason, not available or inadequate.

SHORE STEAM

The HS Contractor shall provide shore steam to the ship. This sub lot line item is performance-based. Shore steam provided to the ship may be provided by any means (boiler or generator) so long as the pressure of steam delivered to the vessel is approximately 100 PSI (standard commercial pressure) and of acceptable quality for the vessel. Pricing for provision of shore steam shall be on a TBD basis and should

include the boiler or generator, fuel for the generator, mobilization/demobilization, hoses, and adapters appropriate to the vessel type, and water (where required) for the generator or boiler. This item shall be billed on a daily basis.

k. LINE ITEM XX11 – LAND TRANSPORTATION (PERSONNEL) SERVICES

1. GENERAL REQUIREMENTS :

   a. All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured (including adequate passenger liability insurance). The HS Contractor is responsible for delivering all cargo and personnel to the correct location on schedule.
   b. Deleted

   c. The HS Contractor shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government shall have the right to reject the vehicle for performance of services. The HS Contractor shall ensure that each vehicle is jointly inspected before and after a trip by the HS Contractor and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

   d. If a vehicle is not operable when required under this contract, the HS Contractor shall provide, at no additional expense to the U.S. Government, a replacement vehicle within three (3) hours that complies in all respects with this contract.

   e. All vehicles shall include drivers.

2. BUS SERVICE

   a. The HS Contractor shall provide air-conditioned bus services on an hourly rate basis and bill under LINE ITEM XX11AA. The hourly rate shall include one driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

   b. The HS Contractor shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition when presented for service and shall be free of debris. The bus shall be sufficiently clean so as not to soil passengers, their clothing or possessions with dirt, grease, oil, or other matter.

   c. In the event of a bus breakdown, the HS Contractor shall provide within two hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

   d. Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's Ordering Officer.

   e. The HS Contractor shall be responsible for ensuring that the HS Contractor and an authorized representative of the U.S. Government jointly inspect before and after a trip each bus. The U.S. Government will not consider any claim for damage to a bus, which has not been inspected.

   f. The minimum bus capacity shall be 40 passengers.

   g. A minimum daily price of four (4) continuous hours shall apply for each bus ordered less any time associated with bus breakdown or getting lost.

h. Drivers must be familiar with the area, have an appropriate driver license, and speak English. In the event the driver is unable to speak English, the contractor shall furnish an English speaking rider on the bus.

3. VEHICLE RENTAL SERVICE

a. Vehicle Specifications, Maintenance, and Malfunctions

(i) The HS Contractor shall furnish "new" air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations.

Sedans or SUVs shall have a minimum capacity of four (4) passengers and 1600cc engine.

In the event a "new" vehicle is not available in certain countries, the contractor shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. Vehicles shall be priced on a daily rate, except as noted below. They shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full. The prices for vehicles rented are based upon an assumption that the vehicles will be returned with an empty tank of gas. Therefore ships will be charged for a full tank of gasoline at the time of rental. There shall be no surcharge applied to the commercial price of the fuel. Vehicles can be returned with any amount of gasoline. Ships shall not be responsible for returning the vehicle with a full tank of fuel, and the HS Contractor shall not be obligated to credit the ship for the remaining fuel.

(ii) The HS Contractor shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and be responsible for all emergency repairs and services.

(iii) Should any vehicle break down while in the U.S. Government's possession, the HS Contractor shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than three (3) hours later. The replacement shall take place either at the point of breakdown or at the HS Contractor's office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the HS Contractor's expense. The U.S. Government shall be credited an hourly rate, pro-rated on the daily rate, for the rental cost between breakdown and vehicle replacement.

b. Substitution of Vehicles

(i) If the HS Contractor does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the HS Contractor shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group B car is ordered but unavailable, and if no other Group B vehicle is available, the HS Contractor shall furnish a higher group vehicle at the price listed for the Group B vehicle originally ordered.
(ii) In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

c. General Description of Vehicle Types

(i) The vehicles shall meet the general description set out below:

Medium-size Sedan (Group "B"): 2 - 4 doors; 4 - 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Passenger Van (Group "M"): 9-passenger capacity; air conditioning; minimum 2000cc engine (except for Hong Kong where capacity is 7 passenger).

Cargo Van (Group "X"): 12 Cubic Meter volume capacity, air conditioning; minimum 2000cc engine.

Executive Sedan with Driver (Group "E"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan. This group requires an executive sedan and shall be provided with a driver. Drivers must be familiar with local area, and must speak English. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. No individual driver shall be required to drive more than 8 hours. Drivers must not have been driving within the previous 8 hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the daily rate, with the HS Contractor entitled to a minimum charge of 4 hours. The HS Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations by the provided driver. The daily rate shall be inclusive of the first 250 kilometers per day, all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals. The U.S. Government will reimburse the HS Contractor for additional costs in two cases: for highway tolls, and for the driver's overnight accommodation up to $120.00 or equivalent local currency, when required by U.S. Government business such as travel to another city, and upon presentation of an original invoice (using the online pricing application).

15-Passenger Buses with Driver (Group "Z"): All requirements concerning the rental of a vehicle with the driver described above in the "Executive Sedan with Driver" shall apply to this paragraph also.

d. Insurance and Liability.

(i) The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below.

(ii) The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

(iii) The HS Contractor and any Subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the HS Contractor, its subcontractors, its agents, or employees.

(iv) The HS Contractor shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The HS Contractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

(v) Paragraph (iv) shall not be construed as limiting the HS Contractor's liability to the amounts of the required minimum insurance coverage specified therein.

e. Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations.

f. Mileage and Deposit Charges. There are no mileage or deposit charges for the vehicles rented under this contract for all mileage travelled within a 250 kilometer radius of the ship berth (or departure point on the

pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity's needs. The HS Contractor shall be entitled to an additional half days' rental fee at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

g. Time Periods of Rental. Rental time shall begin once the vehicle and driver are available for use alongside the Ordering Activity. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than 8 hours straight. Drivers must not have been driving within the previous 8 hours.

l. LINE ITEM XX12 - TELEPHONE SERVICES AND COMMUNICATION EQUIPMENT

1. Landlines (LINE ITEM XX12AA): Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Installation charges shall be inclusive of all costs for installation and removal of landlines. Usage charges and port tariff fees associated with landline connections (LINE ITEM XX12AB) will be the actual charges computed in accordance with the local or national tariff.

2. Cellular Telephone Services (LINE ITEM XX12AC): Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under LINE ITEM XX28AC. The HS Contractor shall have readily available a minimum of 10 cellular telephones at a given time. Each mobile phone provided shall include an operating manual/instruction with published rates for usage. Airtime for mobile phones shall be included under LINE ITEM XX12AD. Usage charges associated with mobile phones (LINE ITEM XX12AD) will be the actual charges computed in accordance with the local or national tariff.

3. The HS Contractor shall provide pre-paid International Calling Cards for official use (LINE ITEM XX12AE).

4. SIM cards with prepaid airtime shall be provided where the ship or operating unit has mobile phones and desires only SIM cards for use in the specific port area. SIM cards provided under LINE ITEM XX28AF shall include activation of the SIM card. HS Contractors shall not be obligated to provide quantities of sub lot line item XX12AF in excess of quantities permitted by host nation law or regulation.

5. PWS paragraph 9.h. details the priority in providers to MWR support to Ordering Activities. Calling cards ordered under sub lot line item XX12AE shall be billed in the denomination of the card, adjusted to USD using the OANDA exchange rate for the date of the order as outlined in the PWS paragraph 9.f. without additional markup or fee.

m. LINE ITEM XX13, XX14 AND XX15 - FORCE PROTECTION BARRIERS/PERSONNEL/SUPPLIES

1. Heightened Vigilance: The HS Contractor shall be alert at all times in order to contribute to the protection of the ship and its crew. The HS Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The HS Contractor shall report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

2. The HS Contractor shall fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S.

Navy Ships, Units and Personnel. Upon request the HS Contractor shall identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the HS Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The HS Contractor shall arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

3. Contractor/Subcontractor Identification: The HS Contractor shall identify how contractor and subcontractor personnel will be recognizable to ship's personnel. This may be accomplished by a combination of picture ID, badges, uniforms, access lists, etc. The HS Contractor shall also identify how support vehicles/vessels will be marked so that they are readily identifiable to ATFP/ship's personnel.

4. See Attachments 7, 12, 13, and 14 for specific Force Protection requirements and procedures.

n. LINE ITEM XX16 – AIRPORT/CARGO & MATERIAL HANDLING (PORT HANDLING COSTS)

1. The HS Contractor shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

2. The HS Contractor shall use counter-to-counter delivery and charge by each Bill of Lading. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

3. Shipping documents shall be labeled "SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HS Contractor.

4. The HS Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel. The HS Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

5. The HS Contractor shall receive the package from the ship and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

6. The HS Contractor shall deliver the package to the ship the day of arrival in port or the following morning. The HS Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

7. The HS Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HS Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

PAINT FLOAT

The paint float shall be no less than 5M in length but, in all cases, large enough to provide a safe and stable working platform for the occupants. Scaffolding may be of any height less than 3.5M from the deck, so as to provide a working platform at least 4M from the waterline. The paint float shall be equipped with suitable self-fendering to prevent damage to the ship. The price of these fenders shall be included in the quoted price of the paint float. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. Rails shall be no less than 1M from the working platform. The working platform shall be equipped with anchor points for harnessing. The Ordering Activity shall be responsible for providing safety harnesses, for obtaining

permission from local authorities prior to all work on the paint float, and for cleanup/disposal of all hazardous material generated or released outside the paint float. The HSP shall notify the Ordering Activity of local regulatory requirements concerning paint floats, assist the Ordering Activity in submitting requests and passing required documentation to the local authority where permission is required to work on the paint float, and arrange for required cleaning of the paint float upon return. The ordering activity is responsible for securing the paint float from the time custody has been transferred to them until returned to the HSP or the ship departs, whichever is earlier.

LIGHT TRUCKS (LOT LINE ITEM XX16AB)

a. The HS Contractor shall provide covered, lockable trucks with a driver to load/off load cargo and mail. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and offloading.

b. The HS Contractor shall be responsible for security and prevent loss/damage/destruction of cargo and mail.

c. The HS Contractor shall return all items left in rental vehicles to the ship's Ordering Officer.

d. The HS Contractor shall obtain written acknowledgement of vehicle service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

e. The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cost, except where the loss or damage is cost by the willful and wanton negligence of the U.S. Government employee.

f. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than eight (8) hours. Drivers must not have been driving within the previous eight (8) hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the daily rate, with the HS Contractor entitled to a minimum charge of four (4) hours. The HS Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. The daily rate shall be inclusive of all mileage travelled within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor) , all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals.

g. The HS Contractor shall provide vehicle service with qualified drivers for official government business.

h. The HS Contractor shall provide one-way transfer vehicles with drivers to transfer cargo between a designated pick-up point and a specified destination within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity's needs. The HS Contractor shall be entitled to an additional half days' rental fee at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

i. The HS Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

j. The HS Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

k. If the unit of issue is by "Day", then the rental period shall constitutes 24 hours.

MANLIFT (WITHOUT OPERATOR)

The HS Contractor shall provide a manlift (without operator) and a full fuel tank. The HS Contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning. The HS Contractor shall conduct training on safety and operating procedures for ship personnel. The HS Contractor shall maintain documentation of ship personnel acknowledgement of the training.

o. LINE ITEM XX17 - PROVISIONS

(1) Provisions

Note: Orders for fuel and provisions are primarily ordered under other U.S. Government contracts. Use of these contracts for fuel and provisions (eg. DESC fuel contracts and DSCP-Pacific provisions contracts) is mandatory when available. If U.S. Government contracts are either unavailable or cannot make delivery within ship scheduling constraints the HS Contractor must receive prior permission from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer before providing these services to the ship, including mobilization. When requested by the ship, the HS Contractor shall pass these orders to the other U.S. Government Contractors involved. The ship's Supply Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may award contracts or purchase orders for these non-priced items to other U.S. Government contracts.

a. When requested by a ship, the husbanding HS Contractor shall assist in arranging for the timely provision of subsistence items. LINE ITEMs XX17AA through XX17AC identify the fees that will be paid the HS Contractor for arranging subsistence items. FFV shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using night soil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. Bread and Eggs must be in accordance with Attachment #11. The husbanding services HS Contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and local currency; and total price in U.S. dollars and local currency as indicated in the "INVOICING AND PAYMENT CLAUSE". (Example: 10 pounds tomatoes @ 2,50 euro/$1.00 USD per Pound = 25,00 Euro/$10.00 USD). Any delivery charges shall be shown separately. The HS Contractor shall use the conversation rate to convert Kilogram (KG) into US pounds (LB) is: 1 KG = 2.2046 LB.

b. If the total cost of FF&V and subsistence items ordered and received by a ship under this contract exceeds $10,000.00 for a port visit, the HS Contractor shall submit a report via e-mail to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the HS Contractor shall provide copies of all quotes obtained. This report is in addition to the LogSSR report.

c. The husbanding HS Contractor shall ensure that the sources recommended to the ships Supply Officer for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement.

d. Information on how to request and obtain sanitary inspection by the U.S. Government is provided as Attachment #17.

e. The HS Contractor shall retain documentation of inspection of sources recommended or selected as suppliers of subsistence items. Under no circumstances shall the HS Contractor recommend or offer for acceptance subsistence items from non-approved sources.

f. All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

g. The fee specified in sub lot line item XX17AA has a unit of issue of 'EA' (each). This fee is for the arrangement of one line item of provisions, not for a quantity of one provision. For example, if one provisions order contained ten different line items and a quantity of five for each line item, the HS Contractor would be entitled to bill under sub lot line item XX17AA for a quantity of ten with a unit of issue 'EA'.

p. LINE ITEMS XX18 - FUEL

1. Orders for fuel and provisions are primarily ordered under other U.S. Government contracts. Use of these contracts for fuel and provisions (eg. DESC fuel contracts and DSCP-Pacific provisions contracts) is mandatory when available. If U.S. Government contracts are either unavailable or cannot make delivery within ship scheduling constraints the HS Contractor must receive prior permission from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer before providing these services to the ship, including mobilization. When requested by the ship, the HS Contractor shall pass these orders to the other U.S. Government Contractors involved. The ship's Supply Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may award contracts or purchase orders for these non-priced items to other U.S. Government contracts.

2. Other procedures apply as follows:

(a) Fuel (MGO/F76)

(i) Ships may order fuel, as described in paragraph 1 above, with the assistance of the HS Contractor. The HS Contractor shall advise the Supply Officer of available bunkers, or existing fuel contracts issued by Defense Energy Support Center (DESC) or Navy Operational Logistics Support Center. If requested by the Supply Officer, the HS Contractor shall pass fuel orders to the appropriate fuel supplier, and will coordinate delivery. The DESC Overseas Ships' Bunkers Contract Bulletin SP0600-02-0013 may be accessed at http://www.desc.dla.mil/DCM/DCMPage.asp?PageID=227 . Disagreements between any DESC Contractor and the HS Contractor shall be forwarded to the DESC Contracting Officer through Logistic Supply Center Fuel Manager specified at the time of award for each region. HS Contractors who buy fuel through other than government sources when available without express authority in writing from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer do so at their own risk. If the HS Contractor is authorized to provide fuel, U.S. Government shall not reimburse the HS Contractor for more than what the U.S. Government cost through approved DESC contracts would have been unless authorized by the Contracting Officer. The HS Contractor is required to provide any security vetting for DESC contractors in order to facilitate performance.

(ii) In the event that no U.S. Government or foreign Government owned bunker is available, or no DESC or NPO available contracts meets a ship's fuel requirement, or as directed in writing by the Contracting Officer, the HS Contractor shall assist the ship in arranging the procurement of fuel. The HS Contractor shall not provide any fuel or fuel-related service e.g., fuel barge or fuel truck, without first receiving specific advance approval to do so from a NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. This fuel shall be provided in accordance with Attachment # 15. The HS Contractor shall provide a fuel barge or truck to transport fuel to the ship, if required. LINE ITEMs XX18AA through XX18AD identify the fees that will be paid the HS Contractor for arranging fuel requirements. The HS Contractor shall be liable for any costs should the fuel provider fail to properly employ oil spill booms as required by local authorities or fails to comply with any local laws or regulations relating to the provision of fuel. Fuel caught in oil booms will be properly disposed. The HS Contractor shall be liable for any costs should the fuel provider fail to employ properly oil spill booms as required by local authorities or fails to comply with any local laws or regulations relating to

the provision of fuel. The HS Contractor shall deliver fuel "free on board" the ship whether at pierside or at anchor. The invoice shall indicate the unit and total price for the fuel and the price for the delivery of fuel to the ship. The contractor shall also include a statement with each invoice entry for fuel purchased from the contractor that identifies who directed it to provide the fuel and the preliminary steps taken by the contractor to ensure that government-owned fuel or fuel from a DESC contract was not available to satisfy the ship's requirement.

(iii) Other than the price specified under LINE ITEM XX18AA Fee for Acquiring Fuel and LINE ITEM XX18AC Fuel Delivery/Other, no additional fees shall be added to the price of LINE ITEM XX18AB Fuel, TBD. The HS Contractor shall be reimbursed at cost for the TBD purchase price of fuel and for delivery without additional markup.

(iv) In recognition of the fact that fuel is sold by weight (metric tons) and by volume (gallons or liters), the HS Contractor shall ensure all United States ships are provided with a fuel invoice and the appropriate customs certification demonstrating the quantity of fuel provided in metric tons and in gallons or liters. In the event that the HS Contractor is ordered to provide fuel, all terms and conditions of the fuel provider shall be provided to the Ordering Officer in the pre-arrival cost estimate or prior to the order being finalized if the fuel services are ordered after the pre-arrival cost estimate has been provided. For example, if a ship places an order for fuel and the fuel provider has a term or condition that requires the full quantity to be pumped into the requiring vessel without return of any fuel to the provider, this condition must be disclosed to the Ordering Officer in the pre-arrival message.

(v) The HS Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier. The cost for all barge inspections will be included in the fee for LINE ITEM XX18AC.

(vi) The HS Contractor shall load the ordered fuel and transport to the ship. The HS Contractor shall transfer the fuel from the fuel barge or truck to the ship. The HS Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

(vii) The HS Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

(viii) Excess Fuel Procedures: Demurrage charges accrue when the entire quantity of fuel ordered cannot be delivered on or before the date and time specified in the fuel order. Demurrage charges do not accrue when fuel cannot be delivered due to the fault of the service provider (e.g. pumping rate of the barge inadequate to deliver fuel within the time specified by the order). See PWS paragraph 3.i. for further details. Pricing of XX18AD is in units of DAY and the compensation covers the daily cost of the barge used to deliver the fuel (regardless of the amount of fuel remaining in the barge). Since the great majority of fueling evolutions are via barge, the price of demurrage by barge should be used vice the demurrage price by truck. All required customs clearances are to be included in item XX18AA, Fee for Acquiring Fuel. If the ship does not offload all of the fuel ordered, the HS Contractor shall store the excess fuel and diligently attempt to sell it as soon as practicable. The HS Contractor shall receive a storage fee (demurrage) for no more than three (3) days. The HS Contractor shall receive a fuel disposal fee on a reimbursable basis upon presentation of vendor invoice for disposal services.

(ix) All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

q. LINE ITEM XX19 – OTHER PORT SERVICES

LOGISTIC SUPPORT TO GOVERNMENT TEAMS

a. Note: This Line Item is for logistics support in connection with ship visits to a port area. U.S. Government teams conduct surveys in a variety of ports in the Region. The U.S. Government may require the assistance of the HS Contractor in the ports to be surveyed.

b. The HS Contractor shall assign an individual to participate in and assist with logistical arrangements for a team that will perform the survey. This team may visit a variety of ports in advance of ships' visits to assess the force protection levels of the port and to perform related functions. The HS Contractor's assistance shall include providing logistical support as requested by the U.S. Government, coordinating access and interviews with local officials, local husbanding services, and support Contractors, coordinating necessary translation services for the team, and assisting in the development of a final assessment report.

c. The HS Contractor shall invoice port surveys at the subsequent day husbanding fee for a Class II ship in the port. In addition, the HS Contractor shall be reimbursed for economy class air transportation and daily per diem rate that includes lodging, meals and other related expenses. The per diem rates shall be those set forth in the Joint Travel Regulation (JTR).

d. Other HS Contractor out-of-pocket expenses related to the service(s) and anticipated by the HS Contractor will be invoiced and reimbursed at cost. The HS Contractor shall submit all receipts, invoices or other valid documents to support the incurred expenses. The HS Contractor shall not pay for hotels, meals, rental vehicles, telephone expenses and any other expenses that the U.S. Government team members may incur and for which they can be reimbursed under their U.S. Government travel orders.

e. If a delivery order with a "Not to Exceed " (NTE) amount is issued for the logistic support services, the HS Contractor shall promptly advise the NAVSUP Fleet Logistics Center Yokosuka or its sites' Contracting Officer and withhold performance if he expects to exceed this amount.

TENT WITH EQUIPMENT FOR SPECIAL EVENTS (INCLUDES TABLES, CHAIRS, LIGHTING AND FANS

The HS Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels. The HS Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills. The HS Contractor shall remove all provided equipment upon completion of services.

r. LINE ITEMS XX20 - INCIDENTALS

1. Incidentals: The HS Contractor shall arrange for incidentals using the Online Pricing Application, as further described in Attachment 8 and paragraph 3(o) above. Incidentals are supplies and services not priced on the Schedule of Supplies and Services or Port Tariff schedule that are within the scope of the contract, and are required during the course of the husbanding visit. Historical examples of items ordered that would be considered incidentals are listed at the bottom of each schedule in Attachment 2. Incidentals shall not exceed $50,000.00 per port visit unless prior permission is granted from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. The HS Contractor shall not be separately or additionally compensated for profit or mark-up on the prices of these items or for any other charges or fees associated with acquiring the supplies or services other than the price the HS Contractor pays its supplier for the supply or service except as the HS Contractor chooses to include allowances for any such profit, charges, or fees in the daily price for the Management Services or as part of the process proposed by the HS Contractor for implementation of the Online Pricing Application methodology for offering incidentals at fair and reasonable prices. The HS Contractor shall arrange for incidentals as described below:

a. Providing supplies and services. At the request of an Ordering Activity, the HS Contractor shall arrange for incidentals that are within the scope of the contract, are not pre-priced on the Schedule of Supplies and Services (Attachment 2), and are required during the course of the husbanding visit. In cases where sub lot line items do not exist under the corresponding lot line item in some lots, but exist under line items in other lots of the Attachment 2 schedules, the Government reserves the right to order these items within the scope of the contract, if required, as incidentals using the online pricing application. The contractor shall conduct necessary market research, contact potential suppliers, obtain price quotations, and, based on the information, provide an estimated price for the supply or service to the Ordering Activity and the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer using the Online Pricing Application. The HS Contractor shall not provide any incidental supplies or services until the HS Contractor and the Ordering Activity or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer agree on a fair and reasonable price for the supplies or services. For non-priced items with extended price less than $25,000, either the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka or its sites' Contracting Officer may determine if a quoted price is fair and reasonable. For non-priced items with an extended price greater than $25,000, only the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. At that point the Ordering Activity shall issue an order to the HS Contractor directing that it provide the supply or service in support of the husbanding visit at the agreed price. For supplies or services having an extended price (unit price multiplied by quantity) over $3,000, the HS Contractor must provide documentation to the Ordering Activity or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer, via the Online Pricing Application, that it has promoted competition to the maximum extent practicable. If the HS Contractor proposes the use of organic assets (HS Contractor-owned assets) at an extended price (unit price multiplied by quantity) over $3,000, the HS Contractor must additionally provide documentation to the Ordering Activity or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer, via the Online Pricing Application, that the price for use of the organic asset does not exceed the price for locally available assets that could be used to otherwise satisfy the requirement. When proposing to use an organic asset, the HS Contractor shall also provide a commercial pricelist, if available, showing the daily or hourly rates, inclusive of all operational and maintenance costs, that the HS Contractor charges other customers for use of the organic assets. Prices charged to the Government shall not be higher than the price for the same or similar services provided to other customers. The HS Contractor's use of the Online Pricing Application in accordance with Attachment 8 will be evaluated based on the criteria established in QASP and agreed upon as part of the HS Contractor's proposed process for determining fair and reasonable prices.

b. All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting Officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

c. Incidentals considered within the scope of this contract are defined at the description of contractual scope, paragraph 10.

s. LINE ITEM XX21 – OPERATIONS OTHER THAN WAR

* See attachment (9) PWS OOTW, for specific instructions.

t. LINE ITEM XX22 – COST REPORTING

1) See Attachment (8) PWS Cost Reporting, for specific reporting instructions.
2) All billing and cost reporting shall be made in the units specified in the respective LINE ITEMs.
3) **HS Contractor shall enter and report ALL expenditures under this contract (regardless of customer or ordering activity) into LogSSR and all non-priced expenditures other than port tariff (PT) items using the online pricing application in accordance with Attachment (8) PWS Cost Reporting.**
4) **The pre-arrival cost estimate is part of the Cost Reporting Lot Line Item. Requirements for the pre-arrival cost estimate report are described in Attachment (8).**

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 142

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	13-Jul-2011	N4034509RCSG0006	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0016
	X	10B. DATED (SEE ITEM 13) 23-Jun-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: nyssnk011120284

1. This modification is issued to make changes in the Performance Work Statement and incorporate the revised changes.
2. The replaced attached pages shows the revised paragraphs highlighted in yellow of this contract.
3. There is no change in the prices.
4. All other Terms and Conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)	16C. DATE SIGNED 13-Jul-2011
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84
002389

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The order period end date 23-Jul-2012 has been added.
The order period start date 24-Jul-2011 has been added.

DELIVERIES AND PERFORMANCE

The following Delivery Schedule for CLIN 0003 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2011 TO 23-JUL-2012	N/A	N/A FOB: Destination	

The following Delivery Schedule for SUBCLIN 0003AA has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2011 TO 23-JUL-2012	N/A	N/A FOB: Destination	

The following Delivery Schedule for SUBCLIN 0003AB has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2011 TO 23-JUL-2012	N/A	N/A FOB: Destination	

The following Delivery Schedule for SUBCLIN 0003AC has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2011 TO 23-JUL-2012	N/A	N/A FOB: Destination	

The following Delivery Schedule for SUBCLIN 0003AD has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2011 TO 23-JUL-2012	N/A	N/A FOB: Destination	

The following Delivery Schedule for SUBCLIN 0003AE has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2011 TO 23-JUL-2012	N/A	N/A FOB: Destination	

The following Delivery Schedule for SUBCLIN 0003AF has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JUL-2011 TO 23-JUL-2012	N/A	N/A FOB: Destination	

Performance Work Statement (PWS) for Husbanding Services

A. GENERAL OVERVIEW

1. OBJECTIVE

The primary objective of this contract is to obtain Maritime Husbanding Support for U.S. Navy ships and other Government teams supporting ship visits at the locations specified in the Attachment 2 schedules. In addition, the contract may be used to support Operations Other Than War (OOTW) in a respective Region.

2. SCOPE

a. The general scope of this contract and its general conditions are described above. This section provides the detailed Performance Work Statement (PWS) descriptions for applicable Line Items.

b. General Requirements

i. The HS Contractor shall provide timely delivery of quality goods and services at fair and reasonable prices to ships making port visits;

ii. The HS Contractor shall provide timely delivery of supplies and services conforming to this PWS.

iii. The HS Contractor shall assure that supplies and services arranged on behalf of the ship's Supply Officer (SUPPO) or authorized ordering officer conform to the general requirements of the contract and shall assist the SUPPO or authorized ordering officer with resolving any problems in meeting the requirements.

iv. The HS Contractor shall identify representatives to act as the principal points of contact between the HS Contractor and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore representatives concerning price and performance issues throughout the Region. These individuals shall facilitate communications among ships, Defense Attaché Offices (DAO), Port Services Officers and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore.

v. The HS Contractor shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the U.S. Government.

vi. The HS Contractor shall ensure that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

vii. The HS Contractor shall ensure that subcontractors comply with these requirements.

3. PRICING

a. Except for Port Tariffs, To Be Determined (TBD), and Not Separately Priced (NSP) items, unit prices for all contract items described below shall be inclusive of all other costs including, but not limited to, all necessary equipment, licensed operators, liability insurance as required by local law, holiday and overtime costs, customs clearances, fuel and operating expenses. In those cases where prices are by Ship Class, Attachment # 1 applies. All contract prices are in U.S. Dollars (US$). All taxes and surcharges are included in the unit cost.

b. Fixed prices are required in the pricing schedule except for Port Tariffs, TBD items, or Not Separately Priced (NSP) items. Unless otherwise provided, these prices shall also include performance at night, in overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, or service to tankers and ships carrying explosives. They also include all operating expenses including, but not limited to, tugs, barges, trucks, personnel, and customs clearances.

c. The pricing for all services requiring the use of transportation type conveyances (i.e., trucks, barges for LINE ITEMs for trash removal, CHT removal, potable water, landing barges, oily waste removal, etc) shall include the use of the equipment as required to complete the service in the statement of work without any additional charges for detention or demurrage.

d. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate LINE ITEM in the Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

e. All pre-positioning or pre-staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

f. Repositioning is defined as: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions. Where a ship is at anchorage and the Ordering Activity requests repositioning of equipment, the HS Contractor shall be entitled to additional fees for repositioning to be determined by use of:

   a. Priced sub lot line items, or

   b. Prior agreement of the Ordering Officer in cases where the total repositioning costs do not exceed $25,000

   c. Prior agreement of the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer in cases where the total repositioning costs exceed $25,000.

   In the case of (c) above, the repositioning cost shall be reported and confirmed using the online pricing application procedures described in Attachment 8.

g. When the HS Contractor obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list (e.g. port tariff), then the HS Contractor shall be reimbursed for the published price of the item. The HS Contractor shall not be paid an amount in addition to the published price of the item. A copy of the published price list (e.g. port tariff) shall be provided to the Supply Officer at the time of initial boarding and to the FISC Yokosuka email address specified at the time of contract award for each region with the pre-arrival cost estimate.

h. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and/or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged. For the purposes of this contract, one (1) day is equal to 24 hours and begins with the performance of service. For example, service from 1800 until 1800 the next calendar day is equal to one (1) day of service. In cases where the billing unit is ‘day’ and a full day of service is not used by the Ordering Activity, the HS Contractor shall be entitled to bill for one day of service. For example, if a sub lot line item with a billing unit

of day were ordered and used for 30 hours, the HS Contractor would be entitled to bill for two days of service. In cases where the ship does not arrive at the time specified in the ordering LOGREQ and services are made available based upon the time requested in the ordering LOGREQ, billing for services may commence at the time requested by the Government unless notice of cancellation is provided by the Ordering Activity or the organization authorized to pass this information on behalf of the Ordering Activity.

i. Demurrage charges shall only be charged if the HS Contractor's service is unduly delayed due to the fault of the U.S. Government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but, due to the fault of the government, was not attended to until 1500 hrs when pumping begins. The HS Contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs).

j. Port Tariffs will apply to those services that are based on the Port Tariff rates established and controlled by the Port Authorities. The abbreviation "PT" in the pricing schedule identifies the port tariff items that the HS Contractor is not required to price.

k. Fees for husbanding services cover regular and overtime labor of HS Contractor personnel supporting the ships plus all indirect expenses, including all management, overhead and office expenses. The husbanding fees also include costs for arranging supplies and services described herein, costs associated with attendance at periodic meetings with the exception of travel expenses described in this paragraph. The husbanding fees represent total compensation for the HS Contractor except for supplies and services with fixed prices or incidentals. Travel expenses incurred by the HS Contractor in support of a LRT or advance ship detachment will be reimbursed based upon actual receipts and in accordance with the JTR guidelines. Travel expenses will be reimbursed upon presentation of documentation to the ordering activity. Any air transportation will be reimbursed at the economy class fare.

l. OOTW will constitute a fixed fee based on a daily rate (per HS Contractor person providing support) for "husbanding" the OOTW effort/logistical support.

m. The U.S. Government reserves the right to make payment by purchase card.

n. The services at anchorage shall be provided at all anchorage points assigned by the local port authority.

o. As part of the husbanding service provider's proposal, a purchasing process and system for pricing items along with an Online Pricing Application(see Attachment 8 for the PWS for the Online Pricing Application requirements) was proposed and accepted by the Government which included sufficient safeguards so that the Contracting Officer or Authorized Government Representative may determine the prices as fair and reasonable. Pricing of supplies and services for items not pre-priced within a lot line item (e.g., incidentals, OOTW supplies or services, fuel, and provisions) shall be in accordance with the husbanding service contractor's proposed purchasing/pricing process (implemented by the online pricing application) that was accepted by the Government upon contract award.

p. The HS Contractor will be fully compensated for all services including pre-priced, port tariff, TBD, fuel, provisions, and incidentals. Port tariff items will be reimbursed at actual cost. Provisions (XX17) and fuel (XX18) shall also be invoiced and reimbursed at actual cost. Any HS Contractor fee for acquiring and arranging for these items shall be included in the corresponding Line Items XX17AA (for provisions) and XX18AA (for fuel).

q. Several Lot Line Item services are based on volume (e.g. trash removal, CHT, potable water, and oily waste removal). Volume-based services shall be priced at the same unit price specified in the Attachment 2 schedules, regardless of the class of vessel requiring the services. For example, a class V vessel requiring 1000 CM of CHT removal would be charged the same unit price as a class II vessel requiring 100 CM of CHT removal.

4. QUALITY

a. The HS Contractor shall provide the timely delivery of goods and services at fair and reasonable prices to ships making port visits, provide continuous oversight of costs and performance throughout the area covered by this contract, and make meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. The HS Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning price performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Operations Officers, and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore. The contract will not specify how the HS Contractor is to perform, but measurable performance standards are established in the Quality Assurance Surveillance Plan (QASP) to monitor contract performance during each ship's visit.

b. The quality of all services or supplies provided shall conform at least to commercial standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

c. The performance standards are explained in the Quality Assurance Surveillance Plan (QASP), Attachment 10. The performance standards are:

i. Timely submission of pre-arrival cost estimates (described para.5 (a) below) NLT 48 hours after receipt of the ordering logisitics requirement (LOGREQ) message. In the event that the LOGREQ is received after 48 hours prior to the ship's arrival, the pre-arrival cost estimate shall be provided as soon as practicable, but in no case later than 48 hours after receipt of the ordering LOGREQ;

ii. Timely submission of Logistics Support Services Repository (LogSSR) cost report within seven (7) calendar days from the completion of the ship's visit;

iii. Accuracy of the actual (final) LogSSR report and pre-arrival cost estimate;

iv. Ship's satisfaction with the contractor's services during the port visit as identified in the ship's port visit cost report; and

v. Adherence to the pricing process proposed and accepted by the Government for non-priced items and timely submission of all information and documentation within the Online Pricing Application.

vi. HS Contractor Suggestions for cost savings and/or cost avoidance.

d. The percentile goals are fixed for each factor within the QASP. The failure of the HS Contractor to meet the percentile goal for any factor will be investigated and evaluated by the Contracting Officer. The HS Contractor will be given the opportunity to refute an adverse assessment prior to finalizing the metric for a quarter.

5. LOGISTICS RESPONSE TEAM

In the event that a Logistics Response Team for a ship arrives in port prior to the ship's arrival, the HS Contractor will assist the logistics response team by providing logistical support and coordinating all requirements.

When the HS Contractor provides support for a Logistics Response Team so that it can perform its mission, the HS Contractor is entitled to bill at the "Subsequent Days" daily rate for husbanding services for each day of support provided "in person" to the logistics response team.

a. Pre-arrival Cost Estimate - The HS Contractor shall furnish to each ship and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore email address specified at the time of contract award for each region, a pre-arrival cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the Attachment 2 spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-priced items. It

will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff." This estimate shall be provided to the ship and NAVSUP Fleet Logistics Center Yokosuka, Site Singapore email address specified at the time of contract award for each region within 48 hours after receipt of the LOGREQ. This report shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs. The LOGREQ, when submitted by, under authority of, or on behalf of an Ordering Activity, is an order under this contract for pre-priced items. Non-priced items ordered on the LOGREQ become orders only after prices have been determined fair and reasonable and are agreed upon by the Ordering Officer or by a NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. For non-priced items with an extended cost less than $25,000, either the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. For non-priced items with an extended cost greater than $25,000, only the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. Required approvals and determinations of fair and reasonable pricing by the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer (>$25,000 extended price) will be made by confirming the prices and documentation posted to the online pricing application. Approvals and fair and reasonable determinations that may be made by either the Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer (<$25,000 extended price) may be confirmed orally, in writing, or by email by the Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. Regardless of the approval method, reporting and documentation of all non-priced items other than port tariff items ordered under this contract must be made using the online pricing application. Orders placed by a LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

b. The LOGREQ cost estimate does not replace the HS Contractor's requirement to respond (i.e., info addressees on responses to the Ordering Officer) to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U.S. Defense Attaché's Office.

c. The HS Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

d. The HS Contractor shall coordinate with other U.S. Government Contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

e. The HS Contractor shall assist the ship's Logistics Response Team to include planning and coordination meetings.

f. Travel expenses incurred by the HS Contractor in support of a LRT or advance ship detachment will be reimbursed based upon actual receipts and in accordance with the JTR guidelines. Travel expenses will be reimbursed upon presentation of documentation to the ordering activity. Any air transportation will be reimbursed at the economy class fare.

6. SHIPS'S (LOGREQ) LOGISTIC REQUIREMENTS

U.S. Navy ships and/or NAVSUP Fleet Logistics Center Yokosuka (or its sites) Logistic Support Representative (LSR) or other activity authorized to pass LOGREQ requirements on behalf of Ordering Officers will provide, via e-mail, a copy of the unclassified "logistics requirements" (LOGREQ) message directly to the husbanding HS Contractor as described under "ISSUANCE OF ORDER" in Contract Terms and Conditions – Commercial Items (FAR 52.212-4 Addendum). This LOGREQ will contain the majority of supplies and services required by the ship, and will represent the order, for pre-priced items, upon which the HS Contractor shall begin performance.

a. A ship, an activity authorized to pass a LOGREQ on behalf of the ship (i.e. Port Service Office or DAO), or an authorized ordering activity may notify the HS Contractor of a forthcoming visit requiring husbanding services. Upon notification of a visit, the HS Contractor shall make such preliminary arrangements as necessary with port authorities, other U.S. Government Contractors, and other commercial firms to provide supplies and services requested by the ship. The HS Contractor shall confirm receipt of

the ordering LOGREQ (to the activity who provides the LOGREQ to the HS Contractor) within 24 hours. Confirmation of receipt may be made by email to the activity passing the LOGREQ to the HS Contractor.

b. Ships will not provide force protection requirements in unclassified LOGREQ messages. The force protection requirements are specified in a classified LOGREQ issued by the ship to U.S. Government activities. The activity to which this message is addressed will contact the Contractor and pass the ship's force protection requirements for action. The HS Contractor shall confirm with the ship that these force protection requirements received have been actually ordered by the ship prior to beginning performance. The ship's Supply Officer (SUPPO) or Commanding Officer may also request additional force protection requirements not covered by the classified LOGREQ by email, telephone, or personally upon ship's arrival. The HS Contractor shall coordinate with the SUPPO before providing any additional force protection. If any other activity or individual orders force protection services (i.e. NCIS, etc) not covered in the ship's classified LOGREQ, the HS Contractor is required to immediately inform the ship and receive confirmation prior to beginning performance of these services. Organizations such as NCIS and DAO are not the actual Ordering Officer and have no contractual authority to place orders. Only the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer has the authority to confirm or change an order.

c. LOGREQ Pre-arrival Cost Estimate. The HS Contractor shall provide each ship or ordering activity an estimate in response to an LOGREQ message issued to the HS Contractor by any method identified under "OC-7 ISSUANCE OF ORDER" clause. The pre-arrival cost estimate shall be submitted in accordance with Attachment (8)-PWS Cost reporting. The LOGREQ message is not an order for non-priced items until priced by the contractor and confirmed by an authorized ordering officer. The requirements shall be provided to the HS Contractor by ships, activities and individuals identified in the contract. This estimate shall be sent within 48 hours after receipt of the LOGREQ message and will explain any anticipated "additional" costs and include cost savings or avoidance recommendations. In a situation where the HS Contractor receives a LOGREQ message with less than 48 hours prior to the arrival of the ship, the HS Contractor shall make every effort possible to provide the required documentation and price estimate prior to the ship's arrival, but in no event later than 48 hours after receipt of the LOGREQ message.

7. INITIAL BOARDING

a. The HS Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival. Upon initial boarding the HS Contractor shall provide all emergency telephone numbers, i.e. police, hospitals, firefighters, etc. In addition, the HS Contractor is required to provide the emergency telephone numbers for shipboard generated industrial waste (SGIW) disposal and hazardous material (HAZMAT) and oil spill response and reporting procedures to all ships upon initial boarding or in a LOGREQ reply. The HS Contractor shall visit the ship at least once per day and shall be available on call at all times (24 hours per day, seven days per week) to assist the ship with requirements and to resolve problems.

b. The HS Contractor shall brief the designated ship representative about Contractor-provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HS Contractor shall provide its POC information with 24-hour contact phone numbers.

c. The HS Contractor shall provide the SUPPO with copies of applicable port tariffs and current prices for frequently ordered services, and with any other information provided by NAVSUP Fleet Logistics Center Yokosuka, Site Singapore for distribution. Copies of applicable port tariffs and current prices for services shall be in English. The HS Contractor shall be prepared to take additional ships' orders for supplies or services not placed in the ordering LOGREQ. All orders placed after the ship's arrival shall be reported and prices confirmed (if non-priced items) using the LogSSR reporting requirements and online pricing application procedures described in Attachment 8.

8. POINT OF CONTACT

a. Based upon the ship's orders, the HS Contractor shall ensure the timely filling of all ship's requirements. The HS Contractor shall designate at least one senior company official to be the Point of Contact (POC) under this contract for logistic and contractual support. The POC shall be fully fluent in English. The HS Contractor is required to designate the POC at the time of contract award.

b. All HS Contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port. All correspondence shall be in English. All electronic communication between visiting vessels and the HS Contractor shall be copied to the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer and Logistic Support Representative emails specified at the time of contract award. The HS Contractor is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered by the Supply Officer from the HS Contractor.

9. ORDERING SUPPLIES AND SERVICES & PROVIDING GENERAL ASSISTANCE

The ship(s) will submit LOGREQs that include requests for a variety of services and supplies. The first obligation of the HS Contractor is to verify if any of the requested services and supplies can be provided free of charge by the host nation.

If services and supplies are not available free of charge from the host nation, they must be provided if within the scope of this contract. The Contracting Officer will be notified if there is a question regarding the scope of the contract. If these services and supplies are not priced in the contract, or if these services and supplies are available under other U.S. Government contracts, the following applies:

a. Passing Requirements to other U.S. Government Contractors: The HS Contractor shall coordinate and pass orders, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts (e.g., Prime Vendor or Defense Energy Supply Center (DESC)) for various supplies and services required. This husbanding service includes all necessary actions to facilitate the acceptance of supplies or services rendered under U.S. Government contracts. Any disputes or discrepancies arising from the order will be resolved directly between the SUPPO and the other Contractor(s). The HS Contractor shall also facilitate any necessary force protection vetting requirements so that other U.S. Government contractors can perform their contractual requirements.

b. The U.S. Government will not pay the HS Contractor for any personal requests from individual crewmembers, whether military or civilian.

c. The HS Contractor shall install all ordered equipment upon the ship's arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

d. Money Exchange Services: The HS Contractor shall arrange for authorized moneychangers to exchange U.S. dollars for ship personnel into local currency. Money Exchange services shall be made available onboard ship to crewmembers at least two hours daily with buy-back service on the day before the ship's departure. The moneychangers may include a commission of not more than plus or minus 1.5% difference from the Official Exchange Rate. A locally-available and verifiable currency exchange rate may be used as the Official Exchange Rate. Verification of the exchange rate shall be provided to the Ordering Activity at the time of service. The HS Contractor shall maintain adequate records justifying its basis for determining the Official Exchange Rate and shall make those records available to the U.S. Government upon request. This Official Exchange Rate will be used for financial conversions not covered by payments in U.S. dollars.

e. Laundry Services: The HS Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Laundry and dry cleaning services that are required by the ship from the laundry and

dry cleaning vendor will be ordered from the vendor by the ship. Payment for services will be made by the ship to the vendor rather than through the HS Contractor. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure. The HS Contractor shall assist in resolving vendor billing discrepancies.

f. Interpreter Services: The HS Contractor shall provide interpreter services to assist the Supply Officer to assure timely delivery and performance of the supplies and services ordered by the Supply Officer under this contract. This limited set of interpreter services is required under the Management Services LINE ITEM and is separate from the interpreter services required under LINE ITEM XX07AM.

g. Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

h. Morale Welfare and Recreation (MWR) Services: The HS Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) Contractor servicing the ship. If an ITT contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If there is an ITT contract, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship. In the absence of an MWR contract, the HS Contractor shall provide advance information on all recreational/liberty activities available in local area. Information (with associated costs) shall include, but is not limited to, sightseeing tours, entertainment, sporting events, transportation, lodging and visitor tips. The HS Contractor shall coordinate all recreational/liberty requirements communicated by the ship. The HS Contractor shall disseminate information on the full scope of recreational/liberty opportunities, sightseeing tours, entertainment, sporting events, local area transportation and lodging. The HS Contractor shall plan, coordinate and assist as necessary, in port requests for entertainment, athletic competitions, sightseeing tours and unit parties/picnics.

i. Immigration, Customs and Visa: The HS Contractor shall assist ship personnel with immigration, customs and visa requirements into the country of the port visit.

j. Medical Emergencies: If requested, the HS Contractor may be required to make arrangements for emergency medical treatment of ship's crewmembers while the ship is in port. In cases where a member is airlifted into a port by the ship, the HS Contractor, in coordination with the U.S. Consulate/Embassy, will arrange for proper medical care until the member can be returned to the ship, or evacuated to the United States. If there are costs associated with arranging these services, the HS Contractor shall obtain approval from the SUPPO/Contracting Officer prior to providing the support.

k. The HS Contractor shall facilitate the ship's timely departure. The HS Contractor shall provide timely invoices of provided services and supplies to the Supply Officer at the time of the pre-sailing visit. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided. The HS Contractor shall remove all provided equipment.

l. Pre-Sailing Visit: The HS Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the HS Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. Written receipt for acceptance of all services shall be obtained during this visit. The Ordering Activity shall provide a check or DD1155 for all finalized invoices prior to departure where the content of the invoice is not disputed. The HS Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The HS Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The HS Contractor's point of contact for this information shall be the Commanding Officer, Command Duty Officer, Operations Officer, or the Officer of the Deck.

10. UNIQUE / PARTICULAR SITUATIONS

a. Assisting two ships: If a ship, not in port, requests assistance from the HS Contractor, the ship will pay the husbanding services subsequent days' fee. However, if at the same time, using the same helo or other transport, the HS Contractor provides service to two ships (e.g. delivery of fresh fruits and vegetables (FFV) at one time for two ships using the same helo), the HS Contractor is entitled to bill for only one subsequent day.

b. Under Class I size vessels (based on the number of personnel): If two small vessels, under the size of Class I, IA or IB come into the port together, submit consolidated requirements, and have approximately the same schedule, the HS Contractor will only charge for one Class I, IA, or IB vessel vice two. However, if only one such vessel comes into port, the HS Contractor will charge full Class I rates.

c. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within 3 days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back on Saturday, Sunday or Monday, it will be charged subsequent day fees. If the ship comes back Tuesday, it will be charged the first day rate).

d. If a ship comes into port and does not notify the HS Contractor or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days, subject to the conditions in paragraphs (b) and (c) above.

e. Ship Repair: If ship repair is required and performed in one of the ports covered by this contract, husbanding services will be provided only if requested by the ship. U.S. Navy Ships in shipyards at locations covered by this contract may order supplies and services from this contract without the requirement to also order Management Services.

f. The HS Contractor is required to be able to simultaneously husband thirty (30) ships throughout the Region, including up to two (2) Class V and two (2) Class IV ships in a single port simultaneously.

g. Order of Priority of Usage: The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or, if the port-provided supplies and services are less expensive than similar services provided by the HS Contractor or its subcontractors, or finally provide it themselves to include subcontractors. Where the reasonable cost of mobilization/demobilization for U.S. Government owned equipment exceeds the quoted price of the sub lot line item it is intended to replace, the HS Contractor shall use the least cost alternative to meet the requirement. Information on availability of host nation provided services, where available, is annotated on the Attachment 2 pricing schedules. If, for any reason, an item that would otherwise be provided by the Government, host nation, or port authority is not available, that item shall be provided by the HS Contractor at the price quoted in the Attachment 2 pricing schedules.

h. MARK V High-Speed Interceptor Craft (HSIC): MARK V (HSIC) Special Operations Craft may be in port or in the vicinity for up to 90 days conducting operations. The HS Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and only one Management fee shall be charged when husbanding two MARK V vessels at the same time.

i. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The HS Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5)

days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit.

j. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HS Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong SAR and Singapore.

k. Other Personnel - Other U.S. personnel conducting business at locations covered by this contract may order off the contract without incurring Management Service Fees. Support of 'Other Personnel' is limited to Logistics Response Teams and ship detachments (e.g. ship's beach detachment, site survey team, advance force protection teams) in direct support of a ship visit. These orders do not involve continuous management of husbanding services and may be for items such as vehicles, phones or other services. For example these services may be ordered from the HS Contractor when hotels, transportation and rental of cellular phones are required for the personnel described above.

l. Short Notice Orders: The contractor shall perform all orders that are issued within the minimum order lead time annotated for each lot in the Attachment 2 schedules. If orders are issued with less than the required minimum order lead time prior to the start of performance, the contractor shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

m. The minimum order lead time applies to all Lot Line Items with the exception of XX21, Operations Other than War, which remain subject to the requirements stated in Attachment 9. The HS Contractor shall provide all requested services, to include mobilization of required equipment, when the Ordering LOGREQ is received from the Ordering Officer or their representative with a lead time greater than the number of days specified in the Attachment 2 schedules for the Lot location where performance is to take place.

11. LINE ITEM DESCRIPTIONS

a. LINE ITEM XX01 - HUSBANDING SERVICES (ANCHORAGE AND PIERSIDE)

The HS Contractor shall provide husbanding services to ships visiting the ports in the Region covered by this contract. Line Item XX01 requires that the HS Contractor perform all services and provide all supplies necessary to fully comply with the tasks and responsibilities described at paragraphs 1-10 above unless a task or responsibility is specifically included in a separately-priced Line Item below. The HS Contractor's responsibilities under these Line Items start prior to the arrival of the ship and continue after the ship's departure.

The price for Line Items XX01 covers all regular and overtime labor of HS Contractor's personnel supporting the ships plus indirect expenses, including all management, overhead, office expenses, and profit for performing tasks required by these Line Items.

The husbanding fee is based on the Class of the ship and broken down by the First Day and Subsequent Day of the ship visit. A husbanding fee may be provided to the HS Contractor for services rendered prior to the ship's visit, i.e. assistance to the ship's logistics response team.

b. LINE ITEM XX02 - TRASH REMOVAL

1. Trash removal service is the collection and disposal of refuse (i.e., trash) including liquid, semi-liquid, or solid garbage. Refuse does not include explosives and incendiary waste, or waste contaminated by medical and radiological processes.

2. The HS Contractor shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse. The HS Contractor shall provide dedicated refuse bins to the ship. The HS Contractor shall collect all loose refuse placed adjacent to refuse bins. The HS Contractor shall immediately clean up any spilled refuse. The HS Contractor shall properly dispose of all collected refuse.

3. For ships at pier side, the HS Contractor shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulation, or barges alongside the ship. The HS Contractor shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.

4. For ships at anchorage, the HS Contractor shall remove trash at the times agreed to by the HS Contractor and Supply Officer. The frequency of removal shall be as follows:

SHIP CLASS	DAILY FREQUENCY
I, IA, IB	1
II	2
III	3
IV and V	Continuously Via Dedicated Barge when permitted

5. For trash collection at anchorage, the trash barge shall be available 24 hours a day (where not contrary to law or port regulation) with suitable self-fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

6. For trash collection by barge, the HS Contractor shall provide trash barges/scows (with tug service if barge is not self-propelled) for ships at anchorage. The barges shall be completely empty at time of arrival at the ship. In situations where an empty barge is not available, the contractor shall provide a system to measure the volume of trash deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of the trash. All trash barges/scows shall be properly fendered to prevent damages to U.S. Government vessels. The HS Contractor shall have ready access to sufficient barges and equipment to support at least two (2) ships at anchorage simultaneously. The barge's crew shall be entirely responsible for the tending of lines and for barge's security. The movement of trash from the ship to the barge shall be performed with care by the ship's sailors and in the manner ensuring the safety of the HS Contractor's crew and barges. Any instances of unsafe practices shall be brought to the attention of the ship's Commanding Officer, to ensure that corrective and preventive action is taken.

7. In instances of bad weather or emergency where the ship must depart on short notice, the HS Contractor shall remove barges within four hours of being directed to do so by the ship. Should a vessel with a trash barge alongside experience an emergency where the ship must depart, the SUPPO will advise the HS Contractor at least four (4) hours in advance for the barge pick-up at no additional cost to the U.S. Government.

8. The HS Contractor shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The HS Contractor is also responsible to follow any environmental regulations required by each country. The HS Contractor is required to keep all disposal certificates and shall make them available to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore upon request.

9. Whether at anchor or pierside, U.S. Government personnel will dump the trash on the barges or in the containers.

10. Any spillage of refuse in the course of the removal operations shall be cleaned up immediately by the HS Contractor. Refuse containers, when used and when emptied, shall be returned to their original position with the lids (if any) replaced thereon.

11. The HS Contractor shall be paid based on the ACTUAL CUBIC METERS of trash removed. The HS Contractor shall be entitled to bill for 60 CM under sub lot line items XX02AC where the actual volume of trash removal is less than 60 CM (per order).

12. Where trash is required to be segregated, the Ordering Activity shall be required to segregate the material at the time of disposal. The HSP shall be responsible for providing separate containers for each vessel, clearly marked with the required categories and for informing the Ordering Activity, upon arrival, that segregation is required. If the Ordering Activity does not segregate trash as required, the HSP shall inform the Ordering Activity and Logistic Support Representative (LSR) prior to departure and bill for the cost of trash segregation under Line Item XX20, Incidentals within 48 hours after the vessel's departure.

c. LINE ITEM XX03 – FLEET LANDING

1. When ordered by the ship, the HS Contractor shall furnish services/supplies for the fleet landing area. The following is a list of the basic supplies and services that a ship may need. It doesn't cover all the services that may be ordered by a ship for fleet landing.

2. FLEET LANDING. HS Contractor shall provide the sub-line items specified in this Line Item and shall provide a unit price for each sub-line item. The unit price shall be per day for each item. Mobilization/demobilization charges shall be included in sub-line item price.

The Fleet Landing LOT consists of the following:

a. One (1), 40-feet refrigerator unit or two, 20-feet refrigerator units, with required power to operate the units.
b. PORTABLE TOILET UNIT SERVICES. The unit price shall be for a single commode and one (1) urinal. The daily rate shall include pumping and cleaning as many times as necessary to ensure clean, sanitary condition and providing all chemicals, cleaning products and toilet paper. The HS Contractor shall check toilet facilities at least every six (6) hours to ensure cleanliness.
c. PORTABLE ELECTRIC GENERATORS. The HS Contractor shall provide a portable, gasoline powered, electric generator capable of supplying power to portable lighting and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). Generator shall be at least 5KW with circuit breaker protector. Daily rate includes fuel, oil, and necessary consumables to operate the generator, transportation, set-up, dismantling and labor.
d. Chairs (each per day)
e. Long tables - approximately 2 meters in length (each per day)

Any other supplies, services or quantities of supplies and services other than those listed above shall be provided in accordance with the procedures set forth in LINE ITEM XX20.

d. LINE ITEM XX04 – BROW SERVICES

1. Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The HS Contractor shall provide the brows specified in the schedule as ordered by the ship. A range of brow sizes is provided in each of the sub lot line items of lot line item XX04. All brows provided by port authorities, host nation, or US Government shall be billed at cost as port tariff items. Mobilization, demobilization, setup and placement shall be included in the proposed unit price of all XX04 sub lot line items. In cases where brows are provided by port authorities, host nation, or US Government free of charge, at reduced cost, or for mobilization/demobilization costs only; these costs will be reimbursed without additional fees or markup.

2. Due to the height difference between the submarine deck and pier, the HS Contractor provided submarine brow (must afford personnel a smooth and safe transit when entering or exiting the submarine deck. The submarine brow must be capable of supporting shore power cables without damaging the cable.

3. Brows shall be provided free of charge by Royal Navy Liaison Office (RNLO) in Sembawang port for ships berthed at piers 5, 6 , and 7.

4. The HS Contractor shall be entitled to bill for 4 hours of usage under this line item when actual usage is less than 4 hours (per order). Billing for brows shall be calculated up until the scheduled time of departure. Discrepancies, if any, between the number of hours billed at the pre-sailing visit and the actual number of hours used shall be invoiced and paid in accordance with the procedures in OC-1, Invoices and Payments, and the PWS paragraph 9.l. The order of priority of usage in paragraph 10.g. applies.

5. Mobile Crane Services

The HS Contractor shall provide mobile crane services (shore crane) with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each mobile crane ordered.

Crane services under this Line Item are for land cranes only. Floating cranes are to be provided and billed under Line Item XX20 procedures if required.

6. Forklift Services

The HS Contractor shall provide forklift services with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. Upon the Supply Officer's request, the HS Contractor shall provide information concerning forklift/lifting capacity. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered.

e. LINE ITEM XX05 – SHIP MOVEMENT SERVICES

1. The HS Contractor shall arrange pilots, tugs, and line handlers as ordered. The HS Contractor shall coordinate with port authorities, as necessary, to ensure that the services are available at the times requested. It should be noted that the port authority or other authorized sources provide these services, and are, therefore, to be priced in accordance with current tariff rates.

2. The HS Contractor shall provide tugs to bring ships to and from berthing locations. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

3. Only if pilots, tugs, or line handlers are not available through the port authority, the HS Contractor shall use commercially available sources and priced in accordance with the unit quantities indentified in the pricing schedule (LINE ITEM XX05AA, XX05AC, XX05AD and XX05AG).

f. LINE ITEM XX06 – WATER FERRY/TAXI SERVICES

1. The HS Contractor shall provide water taxis to transfer ship personnel to and from the ship and the fleet landing in accordance with Attachment 16 - Water Taxi Specifications. At the commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule. The HS Contractor shall provide water taxi service when the vessel is expected to be at anchorage for twenty-four (24) hours or more. Water taxi service shall be always available, with the exception of inclement weather, during the two (2) one-hour meal breaks and during refueling. At the commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule.

2. The hourly rate for taxi water service shall include a minimum of two (2) qualified operators (a driver and one other operator), any other helpers or crew members required by local authorities, all insurance, fuel, holiday surcharges, overtime, and other operating expenses. Operator qualifications are set forth in paragraph (16) below.

3. Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the ship. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection. The HS Contractor shall be entitled to a six (6) hour minimum rental fee in cases where actual usage is less than 6 hours (per order).

4. Deleted

5. If the HS Contractor cannot provide the size of water taxi ordered, the HS Contractor shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event the ship will be charged for the size of the water taxi ordered. For example, if one (1) 250-pax water taxi is ordered and is not available, then two (2) 125-pax water taxis shall be provided for the rate of one (1) 250-pax water taxi if acceptable to the Ordering Officer.

6. The HS Contractor shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the port or the country in which the port is located. Apart from compliance with local laws and regulations, the HS Contractor shall meet all additional requirements as set forth throughout the PWS. Water taxi shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, and fitted for service required. Further, water taxi shall be in a clean condition when presented for service and shall be free of debris. The water taxi shall be sufficiently clean so as not to soil passengers, their clothing, or possessions with dirt, grease, oil, or other matter. If the water taxi does not meet the requirements of this paragraph as determined by the Ordering Officer, the U.S. Government shall have the right to reject the water taxi for performance of services.

7. The HS Contractor shall ensure that all water taxis are fully licensed, registered, and insured, including adequate liability insurance, in accordance with local laws and regulations.

8. Each water taxi shall be equipped with at least one clean and serviceable life jacket for each passenger and crewmember, and all jackets shall be stowed in a readily accessible place.

9. Except as otherwise specified herein, the service shall include all equipment needed to transport personnel between the vessel anchored in the outer harbor, or in the inner harbor, fleet landing, or any designated pier or berth within the port. If it becomes necessary to change the landing point of the water taxi (pier or berth) within the port, the HS Contractor shall dock at the new landing point. In the event this occurs, it will be considered to be a “Change” to the contract. Any entitlement to and any amounts of additional or reduced charges shall be determined pursuant to the clause entitled “Changes” that is part of Contract Terms and Conditions – Commercial Items (FAR52.212-4)”.

10. All water taxis used by the HS Contractor shall provide overhead covering.

11. Before the commencement of any services under this contract, the HS Contractor shall make the water taxi available to the Ordering Vessel's Commanding Officer or designated representative for inspection.

12. The following information shall be conspicuously posted in English and the language of the country in which the port is located:

    a. Current operator's/captain's license.
    b. Passenger/weight capacity limits notice.
    c. Location of life jackets and other life saving equipment.
    d. Location of all exits indicated in large letters.
    e. Emergency procedures.

13. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

14. 'Adverse weather' conditions are weather conditions in which operations of water taxis are unsafe for passengers and shall be determined by the Commanding Officer, Command Duty Officer, Operations Officer, Officer of the Deck, or local port authority. Operation of the water taxi shall be in a safe and seaworthy manner. Operation of water taxis is not allowed under adverse weather conditions.

15. The consumption of alcoholic beverages shall not be permitted aboard the water taxi.

16. Operator Qualifications: All personnel or employees of the HS Contractor operating water taxis, shall have all certification required and issued by the law of the country in which the port is located for the operation of the type, class, or size of water taxi being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the water taxis are to be operated to ensure the water taxis are operated in a safe and seaworthy manner. At least one operator on each boat must speak English. The HS Contractor is required to provide a minimum of two (2) qualified operators for each water taxi at all times.

17. Security: During the term of this contract, the ship(s) to be serviced will provide adequate and sufficient security personnel for maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the ship's Commanding Officer or designated representative. When such naval personnel are embarked in a HS Contractor-operated water taxi, he will be responsible for the good order and discipline of naval personnel.
18. In the event of a water taxi breakdown, immediately prior to, or during a trip, the HS Contractor shall immediately provide a replacement water taxi that complies in all respects with this contract, at no additional cost to the U.S. Government. If a water taxi is not operable when required under this contract, the HS Contractor shall immediately provide at no additional expense to the U.S. Government, a replacement water taxi which complies in all respects with this contract.

19. Any personal articles or items found on the water taxi after completion of each trip shall be turned over to the ship's Security Officer or his direct representative.

20. To verify a claim by the HS Contractor for any damage or destruction caused by the U.S. Government, it shall be the responsibility of the HS Contractor to ensure that the water taxi is jointly inspected before and after each trip by the HS Contractor and an authorized representative of the U.S. Government.

21. When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

22. Inspection and acceptance criteria for water taxi services. The Commanding Officer or his designated representative of the ARMY/USS/USNS/USCG ship shall inspect and accept all liberty boats/water taxis prior to transporting any personnel. Each order for liberty boat/water taxi services is made on the basis that the request is to be considered a final order/obligation of the US Government only after each water taxi has been inspected and accepted by the ship's representative. The ship's Commanding Officer is solely responsible for the safety of his crew and the subsequent acceptance of liberty boat/water taxi services. Upon ships, Commanding Officer's security personnel can inspect the water taxi's personnel. The following features or components may be inspected prior to acceptance.

    a. HULL
        i. Watertight integrity of weather decks, bulkheads, watertight closures and interior hull structure.
        ii. Superstructure (including masts and stacks).
        iii. Railings, bulwarks and their attachment to hull, especially guardrails and lifelines.
        iv. Provisions for drainage of seawater from exposed decks.

    b. MACHINERY
        i. Main propulsion and auxiliary machinery essential to operation of craft.
        ii. Sea and bulkhead closure valves.
        iii. Bilge suction strainers and dewatering systems bilge pumps to be tested by operation.
        iv. Bilges free of flammable liquids.

    c. ELECTRICAL
        i. Cables.
        ii. Navigation, deck and emergency lighting.
        iii. Rotating electrical machinery, e.g., generators and motors.
        iv. Storage batteries.

    d. LIFESAVING EQUIPMENT
        i. Life preservers sufficient number for maximum capacity of craft, accessible and in satisfactory condition.
        ii. Life raft(s) and hydrostatic release (where applicable) sufficient for maximum capacity.
        iii. First aid kits, life rings and distress lights.
        iv. Distress signaling devices.

    e. FIRE FIGHTING EQUIPMENT
        i. Fire pump subject fire hose to fire pump pressure.
        ii. Portable fire extinguishers.
        iii. Fixed systems, e.g., CO2 cylinders

    f. STEERING APPARATUS

    g. MTSC SYSTEMS AND EQUIPMENT
        i. Harbor charts.
        ii. Ground tackle and mooring lines.
        iii. Whistle/fog horn, bell.
        iv. Compass.
        v. Radar.
        vi. 2 way radio capable of bridge to bridge communications.
        vii. Current licenses.

23. In the event the U.S. Government rejects a water taxi, the U.S. Government shall not be liable for any costs the HS Contractor incurs in presenting said water taxi for inspection.

24. The HS Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for U.S. Government review and inspection.

g. LINE ITEM XX07 - GENERAL CHARTER & HIRE ITEMS

YOKOHAMA OR COMPARABLE TYPE FENDERS

1. The HS Contractor shall furnish Yokohama or comparable type fenders for all classes of ships in accordance with the Schedule of Supplies and Services. Fender size is not specified as this is a performance based service. Fenders provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX07AC). The fenders quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee PER Yokohama or comparable type fender, and there is another SUBLINE ITEM for all costs associated with installation, and removal of one fender, as well as round trip costs associated with transport of the fender from another port, if required.

2. Rental is on a daily(24-hour) basis, per fender. Installation, removal, and transportation are charged as a "lot" per fender. The HS Contractor shall be responsible for securing the fenders to the pier.

3. The HS Contractor shall provide fenders with a minimum of two (2) mooring lines.

4. Fenders shall be provided free of charge by Royal Navy Liaison Office (RNLO) in Sembawang port to ships berthed at piers 5,6, and 7.

5. Sub lot line item XX07AH is applicable only to submarine fenders. Sub lot line item XX07AB shall be used for all other class 1 vessels. Recognizing that mobilization/demobilization costs for submarine fenders (XX07AH) vary significantly from those of other type fenders, transportation charges for submarine fenders shall not be subject to the quoted transportation charges of XX07AG. Instead, all transportation, storage, setup, mobilization and demobilization charges associated with submarine fenders (XX07AH) shall be included in the quoted price of this sub lot line item.

INTERPRETER SERVICES

The HS Contractor shall provide interpreter services when ordered. The interpreter shall be fluent in both spoken and written local language and English.

OILY WASTE REMOVAL

1. Oily Waste is defined as any liquid petroleum product mixed with wastewater and/or oil in any amounts, which, if discharged overboard, would cause or show sheen on the water. The HS Contractor shall dispose of any combination of oily waste and grey water as oily waste.

2. Oily Waste is measured by Cubic Meter (1CM = 264.2 Gallons). The HS Contractor shall submit, as an attachment to the invoices for disposal services, a document verifying the quantity collected and the name of the disposal plant where the oily waste have been or will be disposed. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from the ship.

3. The HS Contractor shall comply with the environmental requirements of each country where oily waste is disposed and shall be liable for any costs incurred as a result of the HS Contractor's failure to comply with such requirements. The HS Contractor shall keep all disposal certificates and shall make them available to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore upon request. If the ship concurs with the volume, the ship will pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped. The HS Contractor will submit a request to NAVSUP Fleet Logistics Center Yokosuka,

Site Singapore for the difference, accompanied by disposal certificates. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore will investigate and resolve the issue, and will arrange for the ship to pay any amounts determined to be due.

4. Oily Waste Removal involves the collection of Oil and Aggregate Water generated by the ships. The requiring vessel will pump this waste into HS Contractor-provided tanks or barges. The HS Contractor shall provide all equipment and facilities required to remove oily waste, including hoses and connections compatible with the ship being serviced. The HS Contractor shall provide hoses of sufficient length from equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

5. In all cases when a ship orders oily waste disposal services, the HS Contractor shall invoice and will be paid the contract schedule's minimum daily quantity of 60 CM for providing the disposal services, even if the oily waste quantity pumped and disposed that day is less than the 60 CM minimum quantity. Payments over the minimum daily quantity of 60 CM shall be for the amount of oily waste cubic meters removed at the appropriate per CM rate in the schedule. The HS Contractor shall not invoice any charge (either the daily minimum or the additional per CM rate) for ships that do not order disposal services.

6. In the event the HS Contractor subcontracts oily waste disposal, the HS Contractor shall be liable for any costs incurred as a result of the disposal operator's failure to comply with local requirements.

7. The HS Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed. The Government reserves the right to independently verify the volume of discharge using certified flow measuring devices.

8. When removal is done via barge, the HS Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

PRATIQUE/AGRICULTURAL SERVICES

The HS Contractor shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

PORT DUES

1. In some countries, the port authority or concessionaire charges port dues to the visiting ship. The port dues may be based on the length or based on the gross tonnage of the ship. Only 'FINAL' invoices will be accepted for payment.

2. Attachment (19) of the solicitation lists some of the unclassified agreements. However, this is not a complete list of all the relevant countries.

3. Clause OC-10, titled Host Country Agreements, outlines the limitation of the U.S. Government to pay for certain port dues, fees, or use fees.

4. Sub lot line items XX07AS and XX07AT are intended to provide a suitable landing area for ship's boats or water taxis, when ordered. items XX07AS and XX07AT are also intended to provide a suitable area, adjacent to the ship berth or water taxi point of debarkation, for placement and operation of the fleet landing lot items ordered under lot line item XX03. The fleet landing sub lot line items are detailed in the PWS paragraph c.2.

5. Sub lot line items XX07AQ, XX07AS, XX07AX, and XX07BA shall only be used when the port is not publicly owned/operated.

STEVEDORE SERVICES

The HS Contractor shall provide stevedores for general labor. Billing shall be at the hourly rate for worker.

BREASTING BARGES

1. The HS Contractor shall furnish camels in accordance with the Schedule of Supplies and Services. The camels shall be flat surface platforms to be placed alongside the pier and sufficiently capable of breasting the ship away from the pier or from other ships.

2. The HS Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3. The HS Contractor shall place additional fenders between the breasting barge and the ship when requested.

4. Breasting barge size is not specified as this is a performance-based service. The HS Contractor is responsible, as part of its understanding of the requirement, for determining the appropriate barge size for each combination of vessel class and berthing configurations required at each lot. Barges provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX07BF). The barges quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee for the barge, and there is another SUBLINE ITEM for all costs associated with installation, and removal of the barge, as well as round trip costs associated with transport of the barge from another port, if required.

5. Rental is on a daily (24-hour) basis, per barge. Installation, removal, and transportation are charged as a "lot" per barge.

LANDING BARGES

1. The HS Contractor shall furnish landing barges (i.e. pontoons) in accordance with the Schedule of Supplies and Services. The landing barges shall be flat surface barges for positioning at the stern or side of the vessel to serve as a loading/unloading platform for water taxi personnel or cargo; they shall not interfere with the operations of the ships' elevators or other equipment. Although landing barges are primarily used for class IV and V vessels, they may be ordered for use with any class vessel.

2. Landing barge size is not specified as this is a performance-based service. The HS Contractor is responsible, as part of its understanding of the requirement, for determining the appropriate barge size for each combination of vessel class and berthing configurations required at each lot. Barges provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX07BN). The barges quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee for the barge, and there is another SUBLINE ITEM for all costs associated with installation, and removal of the barge, as well as round trip costs associated with transport of the barge from another port, if required.

3. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

4. Rental is on a daily (24-hour) basis, per barge. Installation, removal, and transportation are charged as a "lot" per barge.

h. LINE ITEM XX08 - COLLECTION, HOLDING, AND TRANSFER (CHT)

1. The HS Contractor is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships throughout the area covered by this contract. The HS Contractor shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The HS Contractor shall be responsible for the supervision of the collection, transportation and disposal services to avoid any overflow of waste on the barge and at the pier. Services shall commence upon ship's arrival whether, at anchor or pierside. The HS Contractor shall pre-position CHT barges, when necessary, in accordance with force protection or other requirements.

2. The HS Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3. The HS Contractor shall remove sewage from the ship in HS Contractor-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

4. The HS Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT. The Government reserves the right to use its own metering device to verify measurement of sewage discharge. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from the ship.

5. The HS Contractor shall provide CHT hoses of sufficient length from HS Contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6. The HS Contractor shall properly dispose of all sewage. CHT collection, removal and disposal shall be priced based on the following conditions:

    a. (XX08AA) – CHT BY TRUCK: The husbanding HS Contractor shall provide services when the visiting ship is at pierside.

    b. (XX08AB) – CHT BY BARGE: The husbanding HS Contractor shall provide services when the visiting ship is at anchorage or the port authority has issued a directive stating that service must be performed by barge or the barge has been ordered by the ship. The HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

7. The CHT service shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the contractor

shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT.

8. The HS Contractor will be guaranteed a minimum daily quantity of 60 cubic meters for providing these services even if the actual cubic meters of CHT removed is lower than 60 cubic meters. Note: 264.2 gallons = 1 CM (cubic meter).

9. The HS Contractor shall submit, as an attachment to the invoices, a document (certified by the ship's personnel) that indicates the quantity collected and the name of the disposal plant where the CHT will be disposed. The Government reserves the right to independently verify the actual volume of CHT discharged using a certified flow measuring device.

10. The HS Contractor shall request the ship's personnel to verify all removal figures at time of CHT collection. The HS Contractor shall follow any environmental regulations required by each country. If the ship concurs with the volume, the ship will pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped or 60 cubic meters per day, whichever is greater. The HS Contractor shall submit a request to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore for the difference, accompanied by disposal certificates. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore will investigate and arrange for payment of any additional amounts that are determined to be due.

11. The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the HS Contractor's report in writing. The HS Contractor is also responsible to keep all disposal certificates and shall make them available to Contracting Officer upon request.

12. In addition, the following applies specifically to Lot 20, Hong Kong:

    The HS Contractor shall discharge all CHT collected from the ship to the Hong Kong SAR Government designated discharging location. The prices for lot line item 2008AA and 2008AB on the Attachment 2 schedules shall be understood to require all the Collection Holding Transfer Sewage Removal and Disposal services described under this Performance Work Statement paragraph 11.h. but for the actual disposal/discharge costs. The disposal/discharge costs will be separately paid as a port tariff item.

i. LINE ITEM XX09 - FRESH POTABLE WATER

Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

1. Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See Attachment #18.

2. Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

    a. These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at these websites: http://www.epa.gov/OGWDW and http://www.tdh.state.tx.us/bfds. The HS Contractor shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

    b. The HS Contractor shall provide for the delivery of fresh potable water to the ships as ordered. The HS Contractor shall be paid for the amount of water ordered by the vessel. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, CERTIFIED METERING DEVICES.

c. Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraphs (2)(a) and (2)(b) above. If the water source does not meet the requirements of potable water, the HS Contractor shall be required to provide water from an alternate approved source at no increase in the contract price.

d. Potable water pierside shall be delivered by pipeline if available. If pipeline is not available, potable water pierside shall be delivered by truck or barge and the ship will be charged in accordance with SUBLINE ITEM XX09AB. If a vessel is at anchorage SUBLINE ITEM XX09AC applies.

3. The HS Contractor shall be paid based on the ACTUAL METRIC TONS of potable water received on the ship. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities provided to the ship.

4. If potable water delivery is via barge, the HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position water Barges, when necessary, in accordance with Force protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

5. **BOTTLED POTABLE WATER -** The HS Contractor shall provide for the furnishing of fresh, potable water in bottles. The husbanding Contractor is responsible for ensuring that the U.S. Army Veterinary has approved the products recommended to the ship's Supply Officer. Information on how to request and obtain sanitary inspection is provided as Attachment #17. The minimum order quantity for this line item is 100 liters.

j. LINE ITEM XX10 – SHIP'S UTILITY SERVICES

OIL BOOMS

The HS Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom. Billing for LINE ITEMs XX10AA and XX10AB shall be per meter. For example, a 300-meter oil boom would be billed at 300 meters per day.

Oil Booms are intended to act as a precautionary measure in case of inadvertent leakage from equipment otherwise in sound operating equipment. Oil booms are also intended to mitigate the environmental damages that may otherwise result from inadvertent leakage. The HS Contractor shall notify the Ordering Activity, upon receipt of a LOGREQ request, if deployment of an oil boom at the proposed mooring location is contrary to host nation or port authority regulation so that the order for the oil boom service can be cancelled. Cleanup and disposal of oil is a port authority function. If the HSP incurs charges for these services, they shall be billed as port tariff items on a reimbursable basis.

SHORE POWER (INCLUDES CABLES, CONNECTION, FUEL, AND OPERATORS) 450-480V, 60 HZ

The HS Contractor shall provide shore power to the ship using a port-provided, permanent connection system or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels. The HS Contractor shall provide all cables and make all power connections between the generator and ship. The availability of shore power shall be in accordance with the schedule established by the ship.

Sub Lot Line Items XX10AC, XX10AD, and XX10AE are to be used only if/when shore power provided by port authorities is, for any reason, not available or inadequate.

SHORE STEAM

The HS Contractor shall provide shore steam to the ship. This sub lot line item is performance-based. Shore steam provided to the ship may be provided by any means (boiler or generator) so long as the pressure of steam delivered to the vessel is approximately 100 PSI (standard commercial pressure) and of acceptable quality for the vessel. Pricing for provision of shore steam shall be on a TBD basis and should include the boiler or generator, fuel for the generator, mobilization/demobilization, hoses, and adapters appropriate to the vessel type, and water (where required) for the generator or boiler. This item shall be billed on a daily basis.

k. LINE ITEM XX11 – LAND TRANSPORTATION (PERSONNEL) SERVICES

1. GENERAL REQUIREMENTS :

   a. All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured (including adequate passenger liability insurance). The HS Contractor is responsible for delivering all cargo and personnel to the correct location on schedule.
   b. Deleted

   c. The HS Contractor shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government shall have the right to reject the vehicle for performance of services. The HS Contractor shall ensure that each vehicle is jointly inspected before and after a trip by the HS Contractor and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

   d. If a vehicle is not operable when required under this contract, the HS Contractor shall provide, at no additional expense to the U.S. Government, a replacement vehicle within three (3) hours that complies in all respects with this contract.

   e. All vehicles shall include drivers.

2. BUS SERVICE

   a. The HS Contractor shall provide air-conditioned bus services on an hourly rate basis and bill under LINE ITEM XX11AA. The hourly rate shall include one driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any additional driver, if required, shall be priced separately. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

   b. The HS Contractor shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition when presented for service and shall be free of debris. The bus shall be sufficiently clean so as not to soil passengers, their clothing or possessions with dirt, grease, oil, or other matter.

   c. In the event of a bus breakdown, the HS Contractor shall provide within two hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

   d. Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's Ordering Officer.

e. The HS Contractor shall be responsible for ensuring that the HS Contractor and an authorized representative of the U.S. Government jointly inspect before and after a trip each bus. The U.S. Government will not consider any claim for damage to a bus, which has not been inspected.

f. The minimum bus capacity shall be 40 passengers.

g. A minimum daily price of four (4) continuous hours shall apply for each bus ordered less any time associated with bus breakdown or getting lost.

h. Drivers must be familiar with the area, have an appropriate driver license, and speak English. In the event the driver is unable to speak English, the contractor shall furnish an English speaking rider on the bus.

3. VEHICLE RENTAL SERVICE

a. Vehicle Specifications, Maintenance, and Malfunctions

(i) The HS Contractor shall furnish "new" air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations.

Sedans or SUVs shall have a minimum capacity of four (4) passengers and 1600cc engine.

In the event a "new" vehicle is not available in certain countries, the contractor shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. Vehicles shall be priced on a daily rate, except as noted below. They shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full. The prices for vehicles rented are based upon an assumption that the vehicles will be returned with an empty tank of gas. Therefore ships will be charged for a full tank of gasoline at the time of rental. There shall be no surcharge applied to the commercial price of the fuel. Vehicles can be returned with any amount of gasoline. Ships shall not be responsible for returning the vehicle with a full tank of fuel, and the HS Contractor shall not be obligated to credit the ship for the remaining fuel.

(ii) The HS Contractor shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and be responsible for all emergency repairs and services.

(iii) Should any vehicle break down while in the U.S. Government's possession, the HS Contractor shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than three (3) hours later. The replacement shall take place either at the point of breakdown or at the HS Contractor's office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the HS Contractor's expense. The U.S. Government shall be credited an hourly rate, pro-rated on the daily rate, for the rental cost between breakdown and vehicle replacement.

b. Substitution of Vehicles

(i) If the HS Contractor does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the HS Contractor shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group B car is ordered but unavailable, and if no other Group B vehicle is available, the HS Contractor shall furnish a higher group vehicle at the price listed for the Group B vehicle originally ordered.
(ii) In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

c. General Description of Vehicle Types

(i) The vehicles shall meet the general description set out below:

Medium-size Sedan (Group "B"): 2 - 4 doors; 4 - 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Passenger Van (Group "M"): 9-passenger capacity; air conditioning; minimum 2000cc engine (except for Hong Kong where capacity is 7 passenger).

Cargo Van (Group "X"): 12 Cubic Meter volume capacity, air conditioning; minimum 2000cc engine.

Executive Sedan with Driver (Group "E"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan. This group requires an executive sedan and shall be provided with a driver. Drivers must be familiar with local area, and must speak English. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. No individual driver shall be required to drive more than 8 hours. Drivers must not have been driving within the previous 8 hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the daily rate, with the HS Contractor entitled to a minimum charge of 4 hours. The HS Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations by the provided driver. The daily rate shall be inclusive of the first 250 kilometers per day, all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals. Any additional kilometers per day beyond the initial 250 kilometers will be priced under SUBLINE ITEM XX11AM. The U.S. Government will reimburse the HS Contractor for additional costs in two cases: for highway tolls, and for the driver's overnight accommodation up to $120.00 or equivalent local currency, when required by U.S. Government business such as travel to another city, and upon presentation of an original invoice (using the online pricing application).

15-Passenger Buses with Driver (Group "Z"): All requirements concerning the rental of a vehicle with the driver described above in the "Executive Sedan with Driver" shall apply to this paragraph also.

d. Insurance and Liability.

(i) The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below.

(ii) The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

(iii) The HS Contractor and any Subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the HS Contractor, its subcontractors, its agents, or employees.

(iv) The HS Contractor shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The HS Contractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

(v) Paragraph (iv) shall not be construed as limiting the HS Contractor's liability to the amounts of the required minimum insurance coverage specified therein.

e. Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations.

f. Mileage and Deposit Charges. There are no mileage or deposit charges for the vehicles rented under this contract for all mileage travelled within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity's needs. The HS Contractor shall be entitled to an additional half days' rental fee at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

g. Time Periods of Rental. Rental time shall begin once the vehicle and driver are available for use alongside the Ordering Activity. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than 8 hours straight. Drivers must not have been driving within the previous 8 hours.

l. LINE ITEM XX12 - TELEPHONE SERVICES AND COMMUNICATION EQUIPMENT

1. Landlines (LINE ITEM XX12AA): Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Installation charges shall be inclusive of all costs for installation and removal of landlines. Usage charges and port tariff fees associated with landline connections (LINE ITEM XX12AB) will be the actual charges computed in accordance with the local or national tariff.

2. Cellular Telephone Services (LINE ITEM XX12AC): Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under LINE ITEM XX28AC. The HS Contractor shall have readily available a minimum of 10 cellular telephones at a given time. Each mobile phone provided shall include an operating manual/instruction with published rates for usage. Airtime for mobile phones shall be included under LINE ITEM XX12AD. Usage charges associated with mobile phones (LINE ITEM XX12AD) will be the actual charges computed in accordance with the local or national tariff.

3. The HS Contractor shall provide pre-paid International Calling Cards for official use (LINE ITEM XX12AE).

4. SIM cards with prepaid airtime shall be provided where the ship or operating unit has mobile phones and desires only SIM cards for use in the specific port area. SIM cards provided under LINE ITEM XX28AF shall include activation of the SIM card. HS Contractors shall not be obligated to provide quantities of sub lot line item XX12AF in excess of quantities permitted by host nation law or regulation.

5. PWS paragraph 9.h. details the priority in providers to MWR support to Ordering Activities. Calling cards ordered under sub lot line item XX12AE shall be billed in the denomination of the card, adjusted to USD using the OANDA exchange rate for the date of the order as outlined in the PWS paragraph 9.f. without additional markup or fee.

m. LINE ITEM XX13 - FORCE PROTECTION BARRIERS/PERSONNEL/SUPPLIES

1. Heightened Vigilance: The HS Contractor shall be alert at all times in order to contribute to the protection of the ship and its crew. The HS Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around

the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The HS Contractor shall report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

2. The HS Contractor shall fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the HS Contractor shall identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the HS Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The HS Contractor shall arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

3. Contractor/Subcontractor Identification: The HS Contractor shall identify how contractor and subcontractor personnel will be recognizable to ship's personnel. This may be accomplished by a combination of picture ID, badges, uniforms, access lists, etc. The HS Contractor shall also identify how support vehicles/vessels will be marked so that they are readily identifiable to ATFP/ship's personnel.

4. See Attachments 7, 12, 13, and 14 for specific Force Protection requirements and procedures.

n. LINE ITEM XX16 – AIRPORT/CARGO & MATERIAL HANDLING (PORT HANDLING COSTS)

1. The HS Contractor shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

2. The HS Contractor shall use counter-to-counter delivery and charge by each Bill of Lading. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

3. Shipping documents shall be labeled "SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HS Contractor.

4. The HS Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel. The HS Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

5. The HS Contractor shall receive the package from the ship and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

6. The HS Contractor shall deliver the package to the ship the day of arrival in port or the following morning. The HS Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

7. The HS Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HS Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

PAINT FLOAT

The paint float shall be no less than 5M in length but, in all cases, large enough to provide a safe and stable working platform for the occupants. Scaffolding may be of any height less than 3.5M from the deck, so as

to provide a working platform at least 4M from the waterline. The paint float shall be equipped with suitable self-fendering to prevent damage to the ship. The price of these fenders shall be included in the quoted price of the paint float. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. Rails shall be no less than 1M from the working platform. The working platform shall be equipped with anchor points for harnessing. The Ordering Activity shall be responsible for providing safety harnesses, for obtaining permission from local authorities prior to all work on the paint float, and for cleanup/disposal of all hazardous material generated or released outside the paint float. The HSP shall notify the Ordering Activity of local regulatory requirements concerning paint floats, assist the Ordering Activity in submitting requests and passing required documentation to the local authority where permission is required to work on the paint float, and arrange for required cleaning of the paint float upon return. The ordering activity is responsible for securing the paint float from the time custody has been transferred to them until returned to the HSP or the ship departs, whichever is earlier.

LIGHT TRUCKS (LOT LINE ITEM XX16AB)

a. The HS Contractor shall provide covered, lockable trucks with a driver to load/off load cargo and mail. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and offloading.

b. The HS Contractor shall be responsible for security and prevent loss/damage/destruction of cargo and mail.

c. The HS Contractor shall return all items left in rental vehicles to the ship's Ordering Officer.

d. The HS Contractor shall obtain written acknowledgement of vehicle service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

e. The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cost, except where the loss or damage is cost by the willful and wanton negligence of the U.S. Government employee.

f. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than eight (8) hours. Drivers must not have been driving within the previous eight (8) hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the daily rate, with the HS Contractor entitled to a minimum charge of four (4) hours. The HS Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. The daily rate shall be inclusive of all mileage travelled within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor) , all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals.

g. The HS Contractor shall provide vehicle service with qualified drivers for official government business.

h. The HS Contractor shall provide one-way transfer vehicles with drivers to transfer cargo between a designated pick-up point and a specified destination within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity's needs. The HS Contractor shall be entitled to an additional half days' rental fee at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

i. The HS Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

j. The HS Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

k. If the unit of issue is by "Day", then the rental period shall constitutes 24 hours.

MANLIFT (WITHOUT OPERATOR)

The HS Contractor shall provide a manlift (without operator) and a full fuel tank. The HS Contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning. The HS Contractor shall conduct training on safety and operating procedures for ship personnel. The HS Contractor shall maintain documentation of ship personnel acknowledgement of the training.

p. LINE ITEM XX17 - PROVISIONS

(1) Provisions

Note: Orders for fuel and provisions are primarily ordered under other U.S. Government contracts. Use of these contracts for fuel and provisions (eg. DESC fuel contracts and DSCP-Pacific provisions contracts) is mandatory when available. If U.S. Government contracts are either unavailable or cannot make delivery within ship scheduling constraints the HS Contractor must receive prior permission from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer before providing these services to the ship, including mobilization. When requested by the ship, the HS Contractor shall pass these orders to the other U.S. Government Contractors involved. The ship's Supply Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may award contracts or purchase orders for these non-priced items to other U.S. Government contracts.

a. When requested by a ship, the husbanding HS Contractor shall assist in arranging for the timely provision of subsistence items. LINE ITEMs XX17AA through XX17AC identify the fees that will be paid the HS Contractor for arranging subsistence items. FFV shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using night soil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. Bread and Eggs must be in accordance with Attachment #11. The husbanding services HS Contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and local currency; and total price in U.S. dollars and local currency as indicated in the "INVOICING AND PAYMENT CLAUSE". (Example: 10 pounds tomatoes @ 2,50 euro/$1.00 USD per Pound = 25,00 Euro/$10.00 USD). Any delivery charges shall be shown separately. The HS Contractor shall use the conversation rate to convert Kilogram (KG) into US pounds (LB) is: 1 KG = 2.2046 LB.

b. If the total cost of FF&V and subsistence items ordered and received by a ship under this contract exceeds $10,000.00 for a port visit, the HS Contractor shall submit a report via e-mail to NAVSUP Fleet Logistics Center Yokosuka, Site Singapore within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the HS Contractor shall provide copies of all quotes obtained. This report is in addition to the LogSSR report.

c. The husbanding HS Contractor shall ensure that the sources recommended to the ships Supply Officer for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement.

d. Information on how to request and obtain sanitary inspection by the U.S. Government is provided as Attachment #17.

e. The HS Contractor shall retain documentation of inspection of sources recommended or selected as suppliers of subsistence items. Under no circumstances shall the HS Contractor recommend or offer for acceptance subsistence items from non-approved sources.

f. All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

g. The fee specified in sub lot line item XX17AA has a unit of issue of 'EA' (each). This fee is for the arrangement of one line item of provisions, not for a quantity of one provision. For example, if one provisions order contained ten different line items and a quantity of five for each line item, the HS Contractor would be entitled to bill under sub lot line item XX17AA for a quantity of ten with a unit of issue 'EA'.

q. LINE ITEMS XX18 - FUEL

1. Orders for fuel and provisions are primarily ordered under other U.S. Government contracts. Use of these contracts for fuel and provisions (eg. DESC fuel contracts and DSCP-Pacific provisions contracts) is mandatory when available. If U.S. Government contracts are either unavailable or cannot make delivery within ship scheduling constraints the HS Contractor must receive prior permission from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer before providing these services to the ship, including mobilization. When requested by the ship, the HS Contractor shall pass these orders to the other U.S. Government Contractors involved. The ship's Supply Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may award contracts or purchase orders for these non-priced items to other U.S. Government contracts.

2. Other procedures apply as follows:

(a) Fuel (MGO/F76)

(i) Ships may order fuel, as described in paragraph 1 above, with the assistance of the HS Contractor. The HS Contractor shall advise the Supply Officer of available bunkers, or existing fuel contracts issued by Defense Energy Support Center (DESC) or Navy Operational Logistics Support Center. If requested by the Supply Officer, the HS Contractor shall pass fuel orders to the appropriate fuel supplier, and will coordinate delivery. The DESC Overseas Ships' Bunkers Contract Bulletin SP0600-02-0013 may be accessed at http://www.desc.dla.mil/DCM/DCMPage.asp?PageID=227 . Disagreements between any DESC Contractor and the HS Contractor shall be forwarded to the DESC Contracting Officer through Logistic Supply Center Fuel Manager specified at the time of award for each region. HS Contractors who buy fuel through other than government sources when available without express authority in writing from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer do so at their own risk. If the HS Contractor is authorized to provide fuel, U.S. Government shall not reimburse the HS Contractor for more than what the U.S. Government cost through approved DESC contracts would have been unless authorized by the Contracting Officer. The HS Contractor is required to provide any security vetting for DESC contractors in order to facilitate performance.

(ii) In the event that no U.S. Government or foreign Government owned bunker is available, or no DESC or NPO available contracts meets a ship's fuel requirement, or as directed in writing by the Contracting Officer, the HS Contractor shall assist the ship in arranging the procurement of fuel. The HS Contractor shall not provide any fuel or fuel-related service e.g., fuel barge or fuel truck, without first receiving specific advance approval to do so from a NAVSUP Fleet Logistics Center Yokosuka, Site

Singapore Contracting Officer. This fuel shall be provided in accordance with Attachment # 15. The HS Contractor shall provide a fuel barge or truck to transport fuel to the ship, if required. LINE ITEMs XX18AA through XX18AD identify the fees that will be paid the HS Contractor for arranging fuel requirements. The HS Contractor shall be liable for any costs should the fuel provider fail to properly employ oil spill booms as required by local authorities or fails to comply with any local laws or regulations relating to the provision of fuel. Fuel caught in oil booms will be properly disposed. The HS Contractor shall be liable for any costs should the fuel provider fail to employ properly oil spill booms as required by local authorities or fails to comply with any local laws or regulations relating to the provision of fuel. The HS Contractor shall deliver fuel "free on board" the ship whether at pierside or at anchor. The invoice shall indicate the unit and total price for the fuel and the price for the delivery of fuel to the ship. The contractor shall also include a statement with each invoice entry for fuel purchased from the contractor that identifies who directed it to provide the fuel and the preliminary steps taken by the contractor to ensure that government-owned fuel or fuel from a DESC contract was not available to satisfy the ship's requirement.

(iii) Other than the price specified under LINE ITEM XX18AA Fee for Acquiring Fuel and LINE ITEM XX18AC Fuel Delivery/Other, no additional fees shall be added to the price of LINE ITEM XX18AB Fuel, TBD. The HS Contractor shall be reimbursed at cost for the TBD purchase price of fuel and for delivery without additional markup.

(iv) In recognition of the fact that fuel is sold by weight (metric tons) and by volume (gallons or liters), the HS Contractor shall ensure all United States ships are provided with a fuel invoice and the appropriate customs certification demonstrating the quantity of fuel provided in metric tons and in gallons or liters. In the event that the HS Contractor is ordered to provide fuel, all terms and conditions of the fuel provider shall be provided to the Ordering Officer in the pre-arrival cost estimate or prior to the order being finalized if the fuel services are ordered after the pre-arrival cost estimate has been provided. For example, if a ship places an order for fuel and the fuel provider has a term or condition that requires the full quantity to be pumped into the requiring vessel without return of any fuel to the provider, this condition must be disclosed to the Ordering Officer in the pre-arrival message.

(v) The HS Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier. The cost for all barge inspections will be included in the fee for LINE ITEM XX18AC.

(vi) The HS Contractor shall load the ordered fuel and transport to the ship. The HS Contractor shall transfer the fuel from the fuel barge or truck to the ship. The HS Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

(vii) The HS Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

(viii) Excess Fuel Procedures: Demurrage charges accrue when the entire quantity of fuel ordered cannot be delivered on or before the date and time specified in the fuel order. Demurrage charges do not accrue when fuel cannot be delivered due to the fault of the service provider (e.g. pumping rate of the barge inadequate to deliver fuel within the time specified by the order). See PWS paragraph 3.i. for further details. Pricing of XX18AD is in units of DAY and the compensation covers the daily cost of the barge used to deliver the fuel (regardless of the amount of fuel remaining in the barge). Since the great majority of fueling evolutions are via barge, the price of demurrage by barge should be used vice the demurrage price by truck. All required customs clearances are to be included in item XX18AA, Fee for Acquiring Fuel. If the ship does not offload all of the fuel ordered, the HS Contractor shall store the excess fuel and diligently attempt to sell it as soon as practicable. The HS Contractor shall receive a storage fee (demurrage) for no more than three (3) days. The HS Contractor shall receive a fuel disposal fee on a reimbursable basis upon presentation of vendor invoice for disposal services.

(ix) All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

r. LINE ITEM XX19 – OTHER PORT SERVICES

LOGISTIC SUPPORT TO GOVERNMENT TEAMS

a. Note: This Line Item is for logistics support in connection with ship visits to a port area. U.S. Government teams conduct surveys in a variety of ports in the Region. The U.S. Government may require the assistance of the HS Contractor in the ports to be surveyed.

b. The HS Contractor shall assign an individual to participate in and assist with logistical arrangements for a team that will perform the survey. This team may visit a variety of ports in advance of ships' visits to assess the force protection levels of the port and to perform related functions. The HS Contractor's assistance shall include providing logistical support as requested by the U.S. Government, coordinating access and interviews with local officials, local husbanding services, and support Contractors, coordinating necessary translation services for the team, and assisting in the development of a final assessment report.

c. The HS Contractor shall invoice port surveys at the subsequent day husbanding fee for a Class II ship in the port. In addition, the HS Contractor shall be reimbursed for economy class air transportation and daily per diem rate that includes lodging, meals and other related expenses. The per diem rates shall be those set forth in the Joint Travel Regulation (JTR).

d. Other HS Contractor out-of-pocket expenses related to the service(s) and anticipated by the HS Contractor will be invoiced and reimbursed at cost. The HS Contractor shall submit all receipts, invoices or other valid documents to support the incurred expenses. The HS Contractor shall not pay for hotels, meals, rental vehicles, telephone expenses and any other expenses that the U.S. Government team members may incur and for which they can be reimbursed under their U.S. Government travel orders.

e. If a delivery order with a "Not to Exceed " (NTE) amount is issued for the logistic support services, the HS Contractor shall promptly advise the NAVSUP Fleet Logistics Center Yokosuka or its sites' Contracting Officer and withhold performance if he expects to exceed this amount.

TENT WITH EQUIPMENT FOR SPECIAL EVENTS (INCLUDES TABLES, CHAIRS, LIGHTING AND FANS

The HS Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels. The HS Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills. The HS Contractor shall remove all provided equipment upon completion of services.

s. LINE ITEMS XX43 - INCIDENTALS

1. Incidentals: The HS Contractor shall arrange for incidentals using the Online Pricing Application, as further described in Attachment 8 and paragraph 3(o) above. Incidentals are supplies and services not priced on the Schedule of Supplies and Services or Port Tariff schedule that are within the scope of the contract, and are required during the course of the husbanding visit. Historical examples of items ordered that would be considered incidentals are listed at the bottom of each schedule in Attachment 2. Incidentals shall not exceed $50,000.00 per port visit unless prior permission is granted from the NAVSUP Fleet Logistics Center

Yokosuka, Site Singapore Contracting Officer. The HS Contractor shall not be separately or additionally compensated for profit or mark-up on the prices of these items or for any other charges or fees associated with acquiring the supplies or services other than the price the HS Contractor pays its supplier for the supply or service except as the HS Contractor chooses to include allowances for any such profit, charges, or fees in the daily price for the Management Services or as part of the process proposed by the HS Contractor for implementation of the Online Pricing Application methodology for offering incidentals at fair and reasonable prices. The HS Contractor shall arrange for incidentals as described below:

a. Providing supplies and services. At the request of an Ordering Activity, the HS Contractor shall arrange for incidentals that are within the scope of the contract, are not pre-priced on the Schedule of Supplies and Services (Attachment 2), and are required during the course of the husbanding visit. In cases where sub lot line items do not exist under the corresponding lot line item in some lots, but exist under line items in other lots of the Attachment 2 schedules, the Government reserves the right to order these items within the scope of the contract, if required, as incidentals using the online pricing application. The contractor shall conduct necessary market research, contact potential suppliers, obtain price quotations, and, based on the information, provide an estimated price for the supply or service to the Ordering Activity and the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer using the Online Pricing Application. The HS Contractor shall not provide any incidental supplies or services until the HS Contractor and the Ordering Activity or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer agree on a fair and reasonable price for the supplies or services. For non-priced items with extended price less than $25,000, either the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka or its sites' Contracting Officer may determine if a quoted price is fair and reasonable. For non-priced items with an extended price greater than $25,000, only the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. At that point the Ordering Activity shall issue an order to the HS Contractor directing that it provide the supply or service in support of the husbanding visit at the agreed price. For supplies or services having an extended price (unit price multiplied by quantity) over $3,000, the HS Contractor must provide documentation to the Ordering Activity or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer, via the Online Pricing Application, that it has promoted competition to the maximum extent practicable. If the HS Contractor proposes the use of organic assets (HS Contractor-owned assets) at an extended price (unit price multiplied by quantity) over $3,000, the HS Contractor must additionally provide documentation to the Ordering Activity or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer, via the Online Pricing Application, that the price for use of the organic asset does not exceed the price for locally available assets that could be used to otherwise satisfy the requirement. When proposing to use an organic asset, the HS Contractor shall also provide a commercial pricelist, if available, showing the daily or hourly rates, inclusive of all operational and maintenance costs, that the HS Contractor charges other customers for use of the organic assets. Prices charged to the Government shall not be higher than the price for the same or similar services provided to other customers. The HS Contractor's use of the Online Pricing Application in accordance with Attachment 8 will be evaluated based on the criteria established in QASP and agreed upon as part of the HS Contractor's proposed process for determining fair and reasonable prices.

b. All arrangements made under this LINE ITEM shall be reported using the Online Pricing Application described in Attachment 8 so that the authorized ordering officer or Contracting Officer and the HS Contractor agree on fair and reasonable pricing prior to mobilization or start of services.

c. Incidentals considered within the scope of this contract are defined at the description of contractual scope, paragraph 10.

t. LINE ITEM XX21 – OPERATIONS OTHER THAN WAR

* See attachment (9) PWS OOTW, for specific instructions.

u. LINE ITEM XX22 – COST REPORTING

1) See Attachment (8) PWS Cost Reporting, for specific reporting instructions.
2) All billing and cost reporting shall be made in the units specified in the respective LINE ITEMs.
3) HS Contractor shall enter and report ALL expenditures under this contract (regardless of customer or ordering activity) into LogSSR and all non-priced expenditures other than port tariff (PT) items using the online pricing application in accordance with Attachment (8) PWS Cost Reporting.
4) The pre-arrival cost estimate is part of the Cost Reporting Lot Line Item. Requirements for the pre-arrival cost estimate report are described in Attachment (8).

The following have been modified:

ATTACHMENTS

INDEX OF ATTACHMENTS

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(19) Unclassified Host Nation Agreements
(20) Government Material Available for Use

ATTACHMENT 1

SHIP CLASSIFICATIONS (DESCRIPTION OF U.S. NAVY SHIPS BY CLASS AND TYPE)

The following are Ship Classifications:

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	70
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360
Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854
Class IV					
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082

T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276
T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

Displacement is expressed in tons and represents fully loaded displacement.

The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

Attachment 2 – Schedules (See separate attached regional spreadsheets)

Attachment 3 – Historical Port Visit Data (See attached historical data files)

Attachment 4 - PAST PERFORMANCE MATRIX

A. CONTRACT NO. AND TYPE	B. CUSTOMER	C. DESCRIPTION OF SERVICE AND PERIOD OF PERFORMANCE	D. DOLLAR VALUE OF CONTRACT	E. DESCRIBE RELEVANCE OF THE CONTRACT TO THE PROPOSED CONTRACT	F. IDENTIFY ANY QUALITY, DELIVERY OR COST PROBLEMS IN PERFORMING THE CONTRACT. DESCRIBE CORRECTIVE ACTION AND ITS EFFECTIVENESS

NOTE: Additional pages may be used, but needs to follow the format of this form.

Attachment 5 - PAST PERFORMANCE
REFERENCE INFORMATION SHEET

THE FOLLOWING ADDITIONAL INFORMATION SHALL BE PROVIDED FOR AT LEAST THREE (NOT MORE THAN FIVE) CONTRACTS LISTED ON THE PAST PERFORMANCE MATRIX.

1. CONTRACT NO:
2. NAME AND ADDRESS OF THE CUSTOMER FOR WHICH THE CONTRACT WAS PERFORMED
3. NAME OF CUSTOMER'S POINT(S) OF CONTACT WITH DIRECT KNOWLEDGE OF THE CONTRACT
4. COMPLETE TELEPHONE NUMBER(S) (WITH COUNTRY AND CITY CODE)
5. FAX NUMBER (WITH COUNTRY AND CITY CODE)
6. INTERNET E-MAIL ADDRESS

Note to Offerors: Ensure that phone/Fax/E-Mail numbers that you provide are/have been called and verified by your company prior to sending and that they are <u>legible</u>. Please bear in mind that faxing handwritten numbers often blurs them.

<u>Attachment 6 – PWS (See PWS section of contract above)</u>

Attachment 7 - Performance Work Statement (PWS) for Force Protection

CLIN XX12 - FORCE PROTECTION SERVICES AND SUPPLIES

(a) Only the ship's Commanding Officer, the ship's Supply Officer, or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer is authorized to order Force Protection (FP) services under this contract. If any other activity or individual attempts to order FP services (e.g., NCIS, DAO, etc), the Husbanding Service (HS) Contractor is required to immediately inform the ship and receive a proper order prior to beginning performance of these services.

(b) The HS Contractor is responsible for providing or coordinating listed FP services as part of their Husbanding Services under Lot Line Item XX01. The HS Contractor shall develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HS Contractor must coordinate all aspects of FP planning and services with Port Authorities, host nation agencies, and U.S. Embassy security staff. If the host nation is supplying FP assets the HS Contractor must verify they are available and are scheduled to show up on time.

(c) The HS Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer. The HS Contractor shall not add any requirements without prior approval.

(d) The HS Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. The HS Contractor must explain what the added FP service will include and why it has been requested. The NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HS Contractor will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

(e) FP is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, having the objective of improving security to personnel and ships while in port. FP services or supplies may be provided by the host nation at no cost or may be billed at the public tariff rate. The HS Contractor is required to verify what services will be provided by the host nation. For the services that cannot be provided by the host nation, the HS Contractor is required to arrange these services by obtaining them from commercial sources at the prices indicated in the pricing schedule.

(f) The HS Contractor shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HS Contractor's written policy shall describe the required measures to protect ship schedule information.

(g) The HS Contractor shall provide as many services identified below as ordered by the ship or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. These services do not include other related services not listed, but may be required and separately ordered to attain a higher level of security in a port.

(h) Personnel providing force protection services must be responsive to instructions from the ship. This does not authorize force protection personnel to violate any local regulations, any Port Authority ordinances, or local decrees. The equipment and material used for the force protection services will be inspected by the ship's force to ascertain that they meet force protection requirements.

(i) Access Points: The HS Contractor shall establish a single entry and exit point to the pier area.

(j) Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

(k) Personnel Identification: The HS Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

(l) Background Checks: The HS Contractor shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations. The HS Contractor shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers. The HS Contractor shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The HS Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing. In addition, the HS Contractor will be required to provide vetting services for third party contractors such as DESC contractors.

(m) Access Lists: The HS Contractor shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

(n) Inspections: The HS Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

(o) Stand-Off Distances:

Objects: To the maximum extent practicable the HS Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

Unloading Zones: To the maximum extent practicable the HS Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship.

Warning Signs: The HS Contractor shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

Sign Specifications:
- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area, Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

(p) The unit price for force protection services shall include all costs associated with providing transportation, mobilization/installation and demobilization/de-installation, or arranging the requested services below unless the transportation, mobilization/installation and demobilization/de-installation is identified as a separate Lot Line item

number. The HS Contractor's invoice shall set forth the unit of issue identified for each service, total quantity ordered for each service, unit price, and the total price.

(q) The force protection services that the ships may order are:

(1) Jersey-type security barriers and CONEX box barriers capable of stopping a vehicle (automobile). (Price per meter per day)

(i) Concrete barriers
(ii) Water filled barriers (completely filled with water). Price must include water.
(iii) CONEX box barriers.

Mobilization, installation and demobilization will be billed under a separate contract line item number.

The HS Contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used as well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zigzag patterns to control the speed of access.

A personnel entry point must be established through the barriers. Barriers may also be used to seal off secondary Port gates. All barriers must be placed prior to a ship's arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

(2) Armed or unarmed security guard to control vehicle and personnel access to pier. (Price per guard per hour) Must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival.

The HS Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas. The HS Contractor shall comply with Attachment 14 for security guard operations.

Sub Lot Line Item XX14AA shall not be ordered where private, armed security guards are contrary to host nation law or regulation. In such cases, sub lot line item XX14AB, XX14AC, or XX14AD shall be substituted and the Ordering Activity notified at the time of the order.

(3) Floating Line of Demarcation (FLD) at pierside, equipped with anchors and lighting (for night visibility). (Price per meter per day) The floating FLD must be anchored at least 30 meters from ship. Oil booms are acceptable. Mobilization, installation and demobilization will be billed under a separate contract line item number.

The HS Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers but is to help identify a safe standoff zone. The HS Contractor shall comply with the specification of the FLD in Attachment 12.

(4) Unarmed and manned picket boat or waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities. Continuous coverage is required for the period of performance ordered by the ship or by the Contracting Officer. (Price per patrol craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

The HS Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone. The HS Contractor shall comply with Attachment 13 for picket boat operations and specifications.

(5) Unarmed and manned motorized patrol craft, approximately 5-10 meters in length, with own radio to communicate with ship and local authorities, to escort ship from pilot pickup point to mooring location. (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(6) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities, on call (available within 15 minutes). (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(7) Tire-shredding strips, equipped with metal spikes, to be placed across the entry to pier access. (Price per one strip per day) The strips shall be capable of disabling a vehicle, which drives over the strips in the wrong direction. Strips shall be at least one meter in length.

(8) Metal pedestrian-control fences (perimeter fences). (Price per 2x2 meters fence per day) The fences shall be at least two (2) meters high, two (2) meters wide, and sturdy enough to withstand wind and other inclement weather.

The HS Contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the HS Contractor will provide portable chain link fencing with vehicle and walk up entrances.

The perimeter fence provided by the HS Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved
Entry Point: Entry available for vehicles and personnel.

(9) Portable fluorescent lighting capable of illuminating 300 meters by 100-meter area. (Price per portable unit per day) The HS Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port's installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

(10) Weather resistant guard shacks, capable of holding at least two persons. Guard shack shall be enclosed, and shall have, at a minimum, one door and one window. (Price per unit per day)

(11) Hand held metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(12) Walk-through metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(13) Trained metal detector operators. (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(14) Hand held explosives detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(15) Walk-through explosive detector, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(16) Trained explosives detector operators. (Price per hour per operator) Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(17) X-ray baggage scanning machines, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(18) Trained X-ray baggage scanning operators. (Price per hour per operator) Operators shall search host national baggage. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities. Equipment shall be manned by professionally trained operator to operate the equipment 24 hours a day.

(19) Explosives disposal-trained diving services capable of inspecting pier before ship arrival. Must have obtained all applicable licenses and/or certifications from host nation prior to diving. (Price per hour)

(20) Battery operated bullhorns, new batteries included. (Price per unit per day)

(21) Sturdy tables with dimensions of at least two (2) meters long and one (1) meter wide, with four folding chairs. (Price per unit per day)

(22) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and open on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(23) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and closed on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(24) 800 MHz radios. Must be in excellent condition, and battery operated, with batteries included. (Price per unit per day).

(25) The HS Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ship's personnel while performing security checks on personnel, baggage, and vehicles. The office or tent will be large enough to accommodate a minimum of five (5) people. The tents shall have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The HS Contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or

tent. A fully charged, 20 LB, CO2 fire extinguisher shall be provided and kept fully charged. (Price per unit per day)

(26) The HS Contractor shall provide two-way radio sets capable of communicating with the ship, picket boats and to the shore patrol designated individuals. (Price per set per day)

(27) The HS Contractor shall provide an under carriage vehicle scanner to scan vehicle undercarriages. (Price per unit per day)

(28) Dive and Vetting: The HS Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities. The pier will be vetted prior to the ship's arrival. To the maximum extent practicable the HS Contractor shall inspect all watercraft at least 400 feet (125 meters) from the ship. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel. The HS Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in picket boats. (Per team per hour, minimum four (4) hours)

Attachment 8 - Performance Work Statement (PWS) for Cost Reporting

LINE ITEM XX32AA – COST REPORTING

A. Pre-arrival Cost Estimate Report

(1) The Contractor shall prepare an Initial Cost Estimate Report (referred to in this solicitation as the 'pre-arrival cost estimate') in response to all orders issued to the Contractor by any method identified under "ISSUANCE OF ORDER" in Contract Terms and Conditions – Commercial Items. The orders will be provided to the Contractor by ships, activities and individuals identified in the contract. The Initial Cost Estimate will include estimated prices for all items ordered. It will not be sufficient to simply state that the estimated price is "per contract" or "per Port Tariff".

(2) The Contractor shall send the Initial Cost Estimate Report by email to the requiring customers authorized to use this contract and to the and to the email address specified at the time of contract award for each region within **48 hours** after receipt of the LOGREQ/order. In the situation where the Contractor receives the logreq with less than two working days prior to the arrival of the ship, the Contractor shall make every effort possible to provide the cost estimate prior to the ship's arrival, but in no case, more than 48 hours after receipt of the LOGREQ.

(3) Any changes to an Initial Cost Estimate Report shall be forwarded by email to the requiring customers authorized to use this contract and to the email address specified at the time of contract award for each region .

(4) These estimates shall be provided to any other requiring customers authorized to use this contract based on the customer's request.

(5) In addition to the initial cost estimate, the Contractor shall provide any additional information and respond to the activity authorized to act on behalf of the ship, such as the Port Services office or the DAO.

B. LogSSR Reporting

The Contractor shall fully participate in the use of the Logistics Support Services Repository (LogSSR) web-based system. LogSSR replaces all previously used reporting processes such as legacy web-based systems like Cost Reporting and Forecasting Tool (CRAFT).

Upon award, the Contractor shall utilize the LogSSR to submit all reports and documentation related to the ship's visit. LogSSR can be accessed through the NAVSUP One Supply website at https://www.navsup.navy.mil/onesupply, redirected through www.navsup.navy.mil/logssr or directly at the official website of https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(1) LogSSR access and input.

(a) At the start of the contract period of performance, the Contractor shall enter the final itemized port cost information directly into the LogSSR database (Actual Cost Report) and email all corresponding documentation (Initial Cost Estimate Report, final invoices, and supporting documentation required by the contract). External Certification Authority Public Key Infrastructure (ECA PKI) is not required for entry, but no access to the contractor's information is accessible unless obtaining an ECA PKI.

(b) Contractors can obtain access to their submissions by obtaining an ECA PKI per the NAVSUP One Supply guidelines and requesting access through the website. Information can be obtained through the LogSSR website at https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(2) LogSSR functionality.

(a) This system is designed to gather all reports and documentation related to the ship's visit, beginning with the Initial Cost Estimate (referred to in this solicitation as the 'pre-arrival cost estimate') to the Actual Cost Report. All supporting documentation will be submitted by email to navsup_hq_logssr@navy.mil in PDF format (Adobe Acrobat) when the port visit information is entered into LogSSR. Although the pre-arrival cost estimate is a separate reporting requirement, a copy of this report shall also be submitted as part of the Actual Cost Report documentation described in paragraph (b) below. The Documentation is discussed below:

(b) Actual Cost Report:

(1) The Contractor shall create the Actual Cost Report in the LogSSR website directly, **within seven calendar days from completion of the ship's visit** . The contractor shall also send a copy of the order (i.e. SF 1155 or 1449), a copy of any Initial Cost Estimates, a copy of the logreq, and all the contractor's invoices and supporting documentation required by the contract as PDF files to theLogSSR email address of **navsup_hq_logssr@navy.mil** and to the email address specified at the time of contract award for each region concurrent with the creation of the Actual Cost Report in LogSSR.. The Contractor shall identify the line items as actual or estimated. This option is for those line items where the Contractor has not received the actual invoice before the ship leaves port, i.e. telephone bills. The Contractor shall include all port costs paid by each ship for which the Contractor provides husbanding services. The term "port costs" includes all supplies or services identified in the section of the contract titled, SUPPLIES/SERVICES AND PRICES, supplies or services furnished under another contract, and any other charge paid by the ship during the port visit.

(2) For ships that do not have payment capabilities, the Contractor shall send the signed DD Form 1155, invoices and the additional documents required clearly indicating that a payment is pending to the and to the email address specified at the time of contract award for each region and to the LogSSR email address of **navsup_hq_logssr@navy.mil.**

(3) Any changes to an Actual Cost Report (i.e. finalize the charges made on an estimated amount) shall be forwarded by e-mail to and to the email address specified at the time of contract award for each region and to **navsup_hq_logssr@navy.mil** email account as PDF file within seven calendar days of the change. The NAVSUP Fleet Logistics Center Yokosuka, Site Singapore contracting office will update changes to the LogSSR.

(4) The Actual Cost Report and supporting documentation will be visible in the LogSSR website by the government personnel with validation authority. Final reports of an HSP representative can be accessed through the website only by obtaining an ECA PKI that will provide access only to the HSP's submitted information.

NOTE: Before submission of reports or any other data to the NAVSUP Fleet Logistics Center Yokosuka or its sites' Contracting Office via electronic transmission or any other data media, the Contractor shall scan all documents with current anti-virus software to ensure computer virus free transmission. The LogSSR server scans all reports for computer viruses before inclusion in the databases. Any reports received containing computer viruses will be immediately returned to the Contractor.

LINE ITEM XX32AB – ONLINE PRICING APPLICATION

Online Pricing Application. The contractor is responsible for providing an On-Line Pricing Application to assist the Government in the estimating, tracking, forecasting and reporting of maritime husbanding support non-priced services. The On-Line Pricing Application will assist the Ordering Officer or Contracting Officer with requests for non-priced supplies and services. The online pricing application is the technology that implements the process for review and approval of non-priced item purchases. Therefore, the technology used to implement the non-priced item pricing process must be both reliable and accurate. The On-Line Pricing Application will also allow the Ordering Officer or Contracting Officer to review and approve the offered price for the non-priced item before the contractor provides the supply or service. The contractor will be required to upload accurate pricing data for all non-priced items requested or made available to the users of the contract where pre-priced items do not meet user requirements. The contractor shall not provide any non-priced supplies or services other than PT or NSP items unless they have been approved in accordance with paragraph (iii) below. All non-priced items requested or ordered under this contract shall be reported in the On-Line
Pricing Application. The On-Line Pricing Application is separate from the contract requirements for reporting pricing and costs in LogSSR.

The Contractor shall provide a web-based secure access to their program via secure user login and password no later than the beginning of the contracts period of performance. This program may be developed by the Contractor or procured as a commercial item. The program shall allow multiple simultaneous users to access the tool. Access shall be coordinated through the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer in order to limit access. Only authorized users will have access to the program. A common secured access shall be made available to the Fleet in order to allow access to all Ordering Officers in a particular area of operation. Any reports downloaded from the program are property of the U.S. Government and data rights are considered unilateral for the Navy portal into the program. All reports shall be downloaded into Microsoft Excel format. This application should be available for use through a web-based application without installing additional software onto Government computers. The HS Contractor's program should allow a computer with the following minimum configuration to access their system:

- Intel 2.8 GHz Pentium 4 processor
- a DVD Read Only and CD writable drive
- a 3.5 inch floppy
- SoundMAX Integrated Digital Audio with external speakers
- 1 Gigabyte of Memory and expandable to 4 Gigabytes
- 80 GB Hard Drive
- Windows 2000
- MS Office 2003 Pro with Word, Excel, Access, Ppoint, Outlook, Infopath
- Smartcard Reader Keyboard
- Wired Network Card

Note 1: The online pricing application requires internet access but is not a Navy IT system. Security of the HSP's data within the online pricing application is the responsibility of the HSP. All data in the online pricing application should be unclassified data.

Note 2: All reports provided under lot line item XX22 are not separately priced (NSP). Costs for submitting required reports under this lot line item should be included in the husbanding services fee. Separate cost reimbursement for development or purchase of the application is not authorized.

Note 3: The HS contractor shall provide a secure user login and password for all authorized Government users no later than the beginning of the contract's period of performance. A list of required government users will be provided at the time of contract award. If new Government user requirements become known to the Government after the initial list is provided to the HS contractor, the HS Contractor shall add new users and provide login and password within seven days of receipt of the request.

Note 4: Common secured access shall be provided to Ordering Officers and Fleet representatives for all port visit data. Any authorized Government user should have access to all historical data and pricing information.

At a minimum, the online pricing application must perform the following functions:

(i) Non-priced Item Cost Reporting:

(1) The Contractor shall maintain 'real-time' pricing data for all non-priced items ordered in all ports for which the Contractor provides husbanding services.

(2) The Contractor shall input and keep updated the programs' 'real-time' pricing via the Internet, using the online pricing application. The Contractor shall update this report at least once per day of performance between the hours of 0700 and 2300 while ship is in port until the completion of the ship's visit.

(ii) Final Price Report:

(1) A summary disbursement account must be itemized in detail, with the appropriate price shown against each item in a format similar to Attachment 2 within forty eight (48 hours) after a ship leaves port. Alternatively, it is acceptable for the Contractor to scan and attach suppliers' invoices to the online pricing application's disbursement account where this facilitates the process. The Contractor will in any event be required to retain all pricing data and invoices relating to non-priced items for review, future visit reference, and official audit purposes. These final reports may be provided to other ships or ordering activities visiting ports covered by the contract.

(iii) Non-priced Item Review Process

In accordance with Paragraph 3(o) of the performance work statement the HS shall develop and implement a process by which it will input the documentation and arrangements for non-priced lot line items into the "Online Pricing Application". The contractor shall mirror the competitive process found in the FAR/DFARS (Parts 13/15). For the purpose of evaluation and analysis, the HS Contractor shall provide the results (contractor written quotations) of competing the requirement with at least two commercial contractors, or provide catalog prices lists or tariff schedules with the contractor catalog or tariff schedule that confirms the stated prices are valid from that source, or provide invoices from previous commercial purchases other than the Navy. The HS Contractor is not precluded from adding an allowance for profit and/or an allowance for its administrative costs to acquire the non-priced items to the reported prices from suppliers. Such additions will also be shown in the Online Pricing Application. The HS contractor shall input the information into the Online Pricing Application for the review and approval of the authorized Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer prior to arranging for the non-priced item. For non-priced items with an extended price of less than $25,000, either the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable prior to an order being issued for the non-priced item. For non-priced items with an extended price greater than $25,000, only the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. All purchases of non-priced items other than port tariff items must be documented using the online pricing application. Items with an extended price <$25,000 will be reviewed and validated by the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer, but may be provided to the Ordering Activity at any time after a price is agreed upon by either the Ordering Officer or NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer. Items with an extended price >$25,000 may not be provided or mobilized until the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer has agreed to the price and confirmed the price using the online pricing application. Using this process, all products and services arranged on behalf of the Ordering Officer shall be billed and reported under LOT Line Item XX20, Incidentals. The process will be monitored and evaluated using Attachment 10, Quality Assurance Surveillance Plan.

NOTES:

1. “All data obtained by the Government through the use of the contractor’s online pricing application during the course of the contract is for the Government’s use and shall be treated as ‘limited rights’ as described in DFAR 252.227-7013(13) after the contract expires”.

2. Failure to provide required reports in a timely manner as outlined in the PWS will result in penalties as outlined in Attachment (10) Quality Assurance Surveillance Plan.

Attachment 9 - Performance Work Statement (PWS) for Operations Other Than War (OOTW) Support

A. INTRODUCTION

(a) OOTW Support shall by rendered by or supervised directly by individuals fully qualified and licensed in the relevant profession, trade, or field. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses, and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety environmental and health precautions are taken to protect the work, the workers, the public, and the property of others.

(b) Operations Other Than War (OOTW) refers to a "Contingency operation" as that term is defined in FAR 2.101 and includes emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. For the purpose of this contract, OOTW support will be "First Responder" support for U.S. Navy or other forces authorized to order under this contract and will generally be limited to the initial support for a contingency operation lasting no more than thirty (30) days. In addition, it is anticipated that the estimated cost of supplies and services that may be ordered under this Line item during a single 'contingency operation' will not exceed $1,000,000. The supplies and services necessary to support these type of contingencies will include but be not limited to potable water, blankets, tents, transportation, interpreters, drivers, construction materials, medical supplies, trucking support and other logistics support necessary to support the first responder teams.

(c) In addition to rescue and humanitarian relief missions, contingency operations can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property. For purposes of this contract, it also includes Non-combatant Evacuation Operations (NEO's), or an unplanned, real world deployment of troops for an period of time not to exceed thirty (30) days. The provisions of FAR part 18, Emergency Acquisitions (effective 5 July 2006), apply in full to the OOTW requirements of this contract.

B. ORDERING AND PRICING

(a) Lot Line Items XX21AA and XX21AB are used to order Management Services in support of Operations Other Than War.

(b) Recognizing that the specific Management Services that may be required will likely vary depending on the particulars of the individual Operation Other Than War, the Lot Line Items are priced on a per person/per day basis. All orders for specific supplies or services shall be ordered under Lot Line Item XX20, Incidentals and shall be arranged using the online pricing application described in Attachment 8. The $1,000,000 maximum dollar limit per OOTW contingency replaces the $50,000 maximum dollar limit that otherwise applies to Lot Line Item XX43. The management services ordered under Lot Line Item XX21 are separate from the specific services outlined below.

(c) Management Services in support of an Operation Other Than War in all situations will be ordered under Management Services Lot Line Item XX21.

(d) (Deleted)

(e) At the time the Government orders services under the Lot Line items it will provide the Contractor a detailed list of tasks that the Contractor shall perform. The tasks shall be within the scope of the tasks further described below. The Contractor shall use its best efforts to fully perform the set of tasks within the limitation of the number of persons/number of days of service ordered by the Government.

(f) The Contractor shall promptly notify the Government if it believes that it will be unable to fully perform the specified tasks because the Government has not ordered sufficient services under these Lot Line Items.

(g) The Contractor shall furnish personnel who are familiar with the manner in which the U.S. Navy operates, speak the local language that is normally used at the site of the OOTW, and speak and read English. The Contractor shall ensure that the personnel provided under these Lot Line Items arrive at the OOTW site by the date and time specified in the order. The First Day and Subsequent Day Management Fee rates shall include any costs for the Contractor employees to travel to and from the OOTW site, and the costs of food and lodging for the Contractor while at the OOTW site. Contractor employees will not normally be provided meals or lodging at U.S. Government expense nor will they typically be entitled to Government-furnished lodging and meals on a reimbursable basis.

(h) The Contractor shall have a network familiar with the different political and commercial infrastructures, cultural and lingual background, and business practices either throughout the Region or in each country covered by the contract. In order to assist the Navy's response to OOTW, the Contractor shall furnish personnel with the following qualifications:

(i) Ability to speak the local language in the country where OOTW is being conducted
(ii) Capacity to travel to the OOTW or forward logistic site within 24 hours of notification
(iii) Current inoculation records
(iv) Possess a valid up-to-date passport

(i) For each increment of one person for one day that the Government orders, the Contractor shall provide one qualified employee to work on tasks identified at the time the order is issued for a period of at least 12 hours per day. The Contractor employee will perform those tasks at the OOTW site. The Contractor shall provide the Government a point of contact for questions and issues that arise in connection with the tasks identified at the time the order is issued who can be contacted during the portion of the 24-hour day that the Contractor's employee is not at the OOTW site.

(j) These are not personal services. Contractor employees performing services under these Lot Line Items will perform the tasks identified by the Government at the time the order is issued. The Contractor employees performing the services are under the supervision and direction of the Contractor. Should the Government have concerns with the manner in which the tasks are being performed or have a need to modify the tasks, it shall contact the Contractor.

(k) Services that may be required under this Lot Line Items include, but are not limited to, providing interpreter support, providing expertise on locally-sensitive cultural issues, liaison with local political and police authorities, and providing technical assistance in acquiring necessary supplies and services.

(l) The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government Contracting Officer shall place the order. As with the Management Services Lot Line Items for Husbanding Services, the Government may also direct the Contractor to acquire necessary supplies and services in accordance with Lot Line Item XX20, Incidentals as outlined in the Husbanding Services PWS. All supplies and services ordered in support of OOTW contingencies shall be arranged and reported using the online pricing application described in Attachment 8.

(m) If an operation is not associated with a ship, or if the Contractor's services are required inland (i.e., more than 100 Km from the nearest port), OOTW fees under this Lot Line Item will apply. If the service is provided in a port vicinity (within 100Km of the port) and the requirement is received from the ship or a contingent on the ship, the Contractor's husbanding fees under Lot Line Item XX01shall apply.

(n) Management Services for Operations Other than War (OOTW) Lot Line Item . When supplies or services are ordered under the Operations Other than War (OOTW) Lot Line Item , the Government will clearly identify the days during the performance period for which it is ordering Management Services. Because of the range of situations under which the Government may order supplies and services under the OOTW Lot Line Items, there is less certainty that the Government will order Management Services for each day of an Operation Other Than War than

when the Government orders husbanding services. The Contractor is not required to provide any services described under the OOTW Management Services Lot Line Items on those days for which services are not ordered. Regardless of whether Management Services are ordered for a particular day, the Contractor shall still provide a point of contact to address Government concerns about supplies or services to be delivered on that day. Assistance by the Contractor in providing status and/or rescheduling deliveries will not in itself constitute an order for Management Services.

(o) If an advance party arrives in a country for OOTW and requires services under these Lot Line Items prior to the start of the OOTW event, the Contractor shall be compensated for the services provided at the subsequent day rates for these Lot Line Items. The Contractor is not required to provide any services to an advance party under these OOTW Lot Line Items without first receiving an order for such services. The Contractor may be required to support multiple operations at the same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the HS Contractor's services are ordered.

(p) The Contractor's POC for Husbanding Services, or an alternative designated in writing to the Contracting Officer, shall be available (either in person or by telephone) twenty-four (24) hours a day, seven days a week, during the time frame of the OOTW operation. The POC or the alternative shall assist the on-site Government representative in fulfilling OOTW logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements.

(q) If an advance party arrives in a country for OOTW, the Contractor shall bill at the OOTW subsequent day rate. If the operation is on going, the Contractor shall bill the OOTW first day rate and then subsequent days. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the Contractor's services are ordered.

(r) The Navy may require identification of potential sources and/or delivery for supplies and services such as:

Bottled potable water, portable latrines and services, floodlights, billeting services (hotel/motel rooms, services), meal services, tents, shower trailer and related services, refuse collection services, laundry and dry-cleaning services, forklifts, clothing, construction material, parts for vehicles, air conditioners, refrigerators, cell phones, IT equipment, repair parts, medical supplies, generators, commercial vehicles, pest extermination services, plumbing services, fuel, expediting or delivery services, MWR support, mortuary services, cultural awareness training, dietician support, translators, office supplies, boat ramps, pier/wharf/pontoon space, security fencing, security services, light trees, and Internet services (e.g., WI-FI services).

(s) In addition, the Navy may require either the identification of potential sources or delivery of any other types of supplies/services that will be unique and specific to the OOTW situation involved. Due to the unique nature of OOTW situations the range and depth of requirements will potentially be extensive. Normally, the Contractor shall not be required to perform until the Contracting Officer issues an IDIQ order for additional OOTW support.

(t) In very unique time sensitive situations the Contractor may be tasked to source and provide a large variety of supplies and services on a very compressed delivery schedule in support of large scale operations like NEOs, etc or other real world events.

C. SUPPLIES AND SERVICES

The items listed below are examples of what may be ordered under the OOTW portion of this contract. Prior to ordering OOTW supplies or services, a warranted Contracting Officer authorized to place orders under the contract will review any descriptions or statements of work to ensure they adequately describe the Government's needs and all terms and conditions are properly defined.

1. BOTTLED POTABLE WATER

The Contractor shall provide for the procurement and delivery of potable water to a specified site(s). The Contractor shall provide for the furnishing of fresh, potable water in 1.5 liter-sized bottles. Potable Water is defined as fresh drinking water of a quality not less than that prescribed in:

(a) Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See Attachment #18.

(b) Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

EXAMPLE OF GENERAL PRICING FORMAT FOR POTABLE WATER:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
XXXX	Bottled Potable Water (1.5 liter)	bottle	_____	$_____	$_____

2. PORTABLE LATRINES & SERVICES

(a) PORTABLE LATRINES (Specifications) - The services to be rendered consist of the rental of latrines (toilets), all labor, transportation, delivery, pick-up, dismantling, repair and maintenance, tools, materials, supervision and servicing of latrines.

(1) The Contractor will provide portable, chemical latrines (one seat) that are of the standard commercial-type, a single cabin unit in the approximate size of 1.25 m (wide) x 1.25 m (deep) x 2.0 m (tall). The cabin is to be equipped with a hand cleaning agent (dispenser) if available, a urinal, a holding tank (minimum capacity of 250 Liters), one toilet paper holder, a clothing hook, ventilation outlet, a lockable door, and a translucent roof.

(2) The Contractor will provide all labor, material, transportation and equipment required for the delivery and installation of the latrines, emptying/servicing, removal of sludge as necessary to the appropriate sewage disposal point and the pickup of the Latrines at the expiration of the rental period. In addition. the Contractor must provide all chemical agents to include antifreeze during freezing weather.

(3) The Contractor must implement a quality assurance program that will ensure that his work and the work performed by his employees is accomplished in such a manner that is in conformance with applicable standards of the trade and is in compliance with local and federal host nation Ecology Laws and Directives. The Contractor must obtain, and hold current, all necessary permits for the operation of his service and disposal vehicles on Saturdays, Sundays and local national/US holidays.

(b) SERVICING OF LATRINES

(1) The servicing of EACH latrine must be accomplished DAILY, TO INCLUDE ALL WEEKENDS, AND LOCAL/US HOLIDAYS. Servicing will include the replenishment of all chemical agents. Each cabin interior will be completely cleaned with a disinfectant agent, and the exterior walls will be cleaned as appropriate to give a well-maintained appearance. The hand cleaning agent will be replaced as needed, and the latrine will not be allowed to be without cleaning agent or toilet paper.

(2) The cleaning/servicing will be accomplished between the hours of 0700-1900 hours daily or as otherwise directed by the Contracting Officer or a Contracting Officer Representative (COR).

(c) DELIVERY OF LATRINES

(1) The latrines will be delivered operational and ready-for-use. The Contractor will provide a document written in ENGLISH (in duplicate), which provides the user a means of inspecting the condition of the latrines. The Contractor and the US Government Representative will jointly inspect each latrine for

damages (dents, scratches) and completeness. The document must be signed and dated by both the COR and the Contractor as acknowledgment that the latrines were actually delivered and in the condition described/annotated. A copy of the document will be retained by the Contractor and the COR for use during the joint Inspection that must again be conducted at the end of the rental period. Both the COR and the Contractor will sign the document to acknowledge the return of the equipment in the described/annotated condition. Reasonable wear and tear, as well as damages which are not annotated on the turn-in document will not be considered as valid if the Contractor later submits a claim against the government.

(2) When re-locations are specified in the contract, the Contractor must perform the required services as specified below:

(i) When the Contractor is notified prior to 12:00 hours, the work must be accomplished on the same day.

(ii) When the Contractor is notified after 12:00 hours, the work must be accomplished not later than 10:00 hours the following day.

EXAMPLE OF GENERAL PRICING FORMAT FOR LATRINE RENTAL/SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT OF PRICE	TOTAL
xxxx	Latrine Rental	Each/Day	___	$_____	$_____
xxxx	Servicing	Each/Day	___	$_____	$_____
xxxx	Emptying	Each/Day	___	$_____	$_____

3. FLOODLIGHTS

(a) FLOODLIGHTS (Specifications)

The services to be rendered consist of rental, delivery, set-up, maintenance and removal of floodlights to and from a specified site(s).

(1) The Contractor shall provide portable, wheel mounted, self contained lights of a commercial type that meets and/or exceeds the following specifications:

(i) The unit/s must be completely self contained, to include an on board generator capable of providing the required electrical power on a sustained basis (12 hours without interruptions). The noise-level of the generator shall not exceed 75 DBA, measured at a distance of 7 meters from the unit.

(ii) The unit/s shall be equipped with an on-board fuel tank which has a minimum fuel capacity to operate the unit for a 12 hour period without interruption.

(iii) The unit/s shall be equipped with six 1500 watt halogen lights which are to be mounted on a telescoping mast that can be adjusted from 7 to 9 meters in height. The lights are to be separately mounted on the mast and must be both horizontally and vertically adjustable to permit changes in the direction they can be aimed.

(iv) All fixtures, to include light bulbs, must be weather resistant to allow their operable use outdoors during periods of rain, wind, snow and inclement weather conditions in general.

(2) The Contractor shall provide all cables, cords and operating accessories, to include spare light bulbs (2 per light unit) , fuel and operational manuals in the English language.

(b) FLOODLIGHTS (Delivery, Maintenance & Removal)

(1) The Contractor is responsible for the delivery site placement, and an operational test of each unit. The Contractor must further ensure that the equipment and its installation meet the requirements of all applicable VDE regulations and the Trade Unions (UVV) accident prevention regulations. The unit/s will be delivered, installed and completely operational not later than 14:00 hours on the first day of the rental period.

(2) The Contractor shall provide a point of contact for "on call" maintenance and/or replacement of equipment. The point of contact must be available from 08:00 to 20:00 hours daily, to include Saturday, Sunday and all local and American holidays. In addition, the Contractor shall provide all labor, materiel and supervision required to keep the equipment in a serviceable and safe operating condition. Repair and maintenance may be performed on site, subject to coordination with the COR. If a light unit becomes inoperable, the Contractor will be notified immediately. The Contractor must respond within 6 hours after notification, to perform the required repair and maintenance services. Equipment that remains inoperable for more than a 24 hours period shall be considered not available for use and rental fees shall cease until the equipment is repaired to a fully operable condition or replaced with a serviceable unit. The pick-up and removal of inoperable equipment shall be accomplished at Contractor expense.

EXAMPLE OF GENERAL PRICING FORMAT FOR FLOODLIGHTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Floodlights	Each	___	$_____	$_____
xxxx	Set-Up	Each	___	$_____	$_____
xxxx	Rental & Maintenance	Week/Month	___	$_____	$_____
xxxx	Break-down & Removal	Each	___	$_____	$_____

4. BILLETING SERVICES—HOTEL/MOTEL ROOMS, SERVICES

(a) HOTEL/MOTEL ROOMS: The services to be rendered consist of both the rental of lodging accommodations, which are considered to be a hotel, motel or inn which provides sleeping facilities to the traveling public and various Contractor-furnished items described as follows:

(1) CONTRACTOR FURNISHED ROOMS: The Contractor shall furnish the following living spaces for single and double occupancy rooms. Each shall contain adequate living and sleeping areas. No more than two people shall be normally assigned to a room. Additional people assigned per room shall be agreed to in advance by the Contracting Officer (or his/her designated representative) and the Contractor. The following standards apply:

(i) Rooms shall be constructed and finished to provide good light and sound attenuation. All windows shall be provided with blackout lining, shades or blinds. If drapes are provided, they must screen out the light.

(ii) Sufficient electrical outlets shall be available and in good working condition.

(iii) All entrance doors to rooms shall have interior security locks, either deadbolt or double locking locks. At least one room occupant shall be provided with a room key.

(iv) Bathrooms must be constructed to provide convenient sanitary facilities. Bathrooms must contain a functioning shower and/or tub combination with a wash basin, a properly functioning toilet, and a mirror. Additionally, bathrooms should have adequate lighting and grounded electrical outlets for use of electrical razors, hair dryers etc. The shower or shower/tub combination shall have shower doors or curtains and hot and cold running water.

(v) A telephone in the room is desirable; if not available due to location, have telecommunication devices in the immediate area.

(vi) A television in the room is desirable; if not available due to location, have information as to where television is available to patrons.

(vii) Rooms shall have adequate heating and cooling capabilities.

(2) Furnishing and Equipment: Must be clean and in good repair. The following minimum furnishings are required:

Lamp --1 per desk or writing table
Adequate clothes storage drawers and closet space
Desk or writing table with chair
Trash Container
Bed

Additional desirable amenities:

Radio
Working tables and chairs
Restaurant within the facility
Refrigerators or ice machines in hallway
Chair, occasional
Alarm clock

(b) HOTEL/MOTEL SERVICES: The services rendered shall consist of the following contractor furnished services.

(1) ASSIGNMENT OF QUARTERS/ROOMS: Government personnel should not be billeted under this contract arrangement without presenting proper authorization to the Contractor. The Contractor must be adequately manned to provide a 24 hour check-in and check-out service, 7 days a week. Individuals of the same sex, designated for double room occupancy, shall be billeted in rooms with two beds. Normally, if these rooms are not available, single rooms shall be used. Any changes to this procedure will be agreed to in advance between the Contractor and the Contracting Officer (or his/her designated representative).

(2) CUSTODIAL/SANITATION SERVICES: Daily custodial services shall include, but is not limited to, room cleaning, bed making, linen change (as required), adequate quantities of soap, a minimum of four bath towels, four hand towels, sanitized drinking glasses, facial tissues, and a cloth bath mat.

(3) LINEN SERVICE: Linen service shall be provided once a week or when occupancy changes, whichever occurs first. Additional blankets shall be made available if requested by occupant. All linen and blankets shall be clean, freshly laundered, without any objectionable odors, and in good repair, free from tears, rips, holes, stains, and extensive wear. Pillows shall be at least six inches thick to provide proper support.

(4) ADDITIONAL DESIRABLE AMENITIES:

24 hour wake up service
Message service
Shuttle service

(5) COMMON USE AREAS: The Contractor shall keep all hallways, corridors, grounds, and other adjacent areas under the Contractor’s control in a clean, neat and safe condition.

(6) "DO NOT DISTURB" SIGNS: All rooms shall have such signs available. Contractor's employees shall understand and respect them when displayed.

(7) LAUNDRY DROP OFF/PICK UP: Contractor shall provide required laundry service as agreed to in a separate contract (see contract # _____).

(8) BARBER SERVICES: Contractor will provide access in hotel area for barber/beautician services as needed.

(9) INFORMATION SERVICES: Customer service representatives shall be able to explain to occupants' miscellaneous charges not covered by this statement of work, i.e., telephone charges. The Contractor shall provide, where applicable, information on bus schedules, taxis and other local transportation, dining facilities and locations, and commercial telephone directory service.

(10) Business Services: Hotel will provide space for meetings as well as phone, copier and fax services as required.

(11) Meal Service: Contractor shall provide required meal service as agreed to in a separate contract (see contract # _____).

EXAMPLE OF GENERAL PRICING FORMAT FOR HOTEL/MOTEL, SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Rooms (1 person)	Each/Day	___	$_____	$_____
xxxx	Rooms (2 persons)	Each/Day	___	$_____	$_____
xxxx	Additional Persons per room	Each/Day	___	$_____	$_____

5. MEAL SERVICES

(a) MEAL SERVICES (Programs/Hours of Operation)

The services rendered consist of providing all the personnel, supervision, and any other items necessary to operate a full food service management facility as defined in this Statement of Work at ____*_____ Hotel, located in _____*_____.

(b) The Contractor will provide for a Quality Control Program, Quality Assurance Program and a Sanitation Inspection Program as well as complying with Hours of Operation as described in (1) through (4) below.

(1) QUALITY CONTROL: The Contractor shall establish and maintain a complete quality control program for the performance requirements of this contract.

(2) QUALITY ASSURANCE: (INSERT METHOD OF CONTRACTOR SURVEILLANCE, IF ANY.)

(3) SANITATION INSPECTIONS: The Contractor shall ensure that there is a Sanitation Inspection program established internally and in addition to any government performed surveillance, medical services personnel (Director of Base Medical Services), will also inspect for compliance with sanitary conditions. If there is a conflict the Contractor shall comply with the more restrictive regulation.

(4) HOURS OF OPERATION: The Contractor shall maintain the operating hours for the dining facilities as listed in _____*_____.

(c) DEFINITIONS

The Contractor will be familiar with and understand the following definitions:

(1) Director of Base Medical Services (DBMS): The installation medical authority who defines and monitors sanitation standards and procedures for food service activities.

(2) Equipment: Items used to store, prepare, cook, serve and transport food and supplies. Equipment also includes items used in cleaning and sanitizing.

(3) Food Handlers: Food service personnel who handle, process, prepare or serve food and who touch food or food contact surfaces in any way.

(4) Food Service Officer (FSO): Individual responsible for matters relating to food service.

(5) Installation Menu: Specifies installation menu choices (except leftovers), including, but not limited to, entrees, salads, desserts, and soups, to be served at each meal during a menu cycle.

(6) Leftovers: Leftovers are unserved portions of any item prepared for a specified meal period.

(7) Meal Serving Hours: Hours that the Government requires the dining facility to be open for service.

(8) Potentially Hazardous Foods: Any perishable food which consists in whole or in part of dairy products, eggs, meat poultry, fish, shellfish. These foods are likely mediums for bacterial growth and are potential causes of food-borne diseases especially if creamed, ground, mixed or handled often.

(9) Progressive Food Preparation (BATCH COOKERY): The preparation of food items at selective time intervals during an entire meal period matching the flow of patrons through the serving lines.

(10) Serving Line: This term refers to the location and equipment used in dining facilities to serve food cafeteria style.

(11) Subsistence: Food items, including beverages and condiments.

(12) Supplies: Expendable items such as paper and plastic products, cleaning and janitorial materials, kitchen utensils, and tableware.

(13) Trash: Any non-salvageable waste material other than garbage, rocks, or dirt. The waste includes metal, paper, glass, cardboard, floor sweepings, cartons, and similar materials.

(d) SPECIFIC TASKS

The Contractor will provide for and comply with the following Specific Tasks:

(1) MENU PLANNING AND POSTING: The Contractor shall coordinate meal planning with site representatives. The Contractor shall post daily menus before the breakfast meal in an appropriate location at each dining facility.

(2) REQUISITIONING SUBSISTENCE: The Contractor shall coordinate with Government personnel to requisition, pick up, deliver and off-load food at various food-service facilities.

(3) STORAGE AND ISSUE:

(i) Proper Storage: Upon receipt the Contractor shall promptly store perishable and semi-perishable subsistence. Store frozen and chilled items at specified temperatures.

(ii) First In-First Out: The Contractor shall ensure the oldest food items are issued first, except when the condition of an item dictates earlier use.

(4) SUBSISTENCE INVENTORY:

(i) Month-end Inventory: The Contractor shall take a physical inventory of all subsistence following the last meal on the last day of each month. The Contractor must reconcile the book inventory with the physical inventory and must submit proof of this to the government.

(ii) Other Inventories: The Contractor shall perform other inventory measures, i.e., annual inventory, equipment inventory before and after contract completion, etc., as required by the Contracting Officer. The government also reserves the right to conduct an independent inventory at any time during the performance of the contract.

(5) FOOD PREPARATION AND SERVICE.

All meals provided shall be "American-type" meals. Examples follow:

Breakfast:
Cereals: corn flakes, wheat flakes, chocolate flakes
Fresh fruits: bananas, grapefruit, oranges, pears, grapes...
Eggs: fried, scrambled.. Hash browns
Meat: Ham, sausage, bacon
Bread: White bread, toast, wheat, rye
Butter & Jam
Pastry: croissants, apple pie
Beverages: Coffee, orange juice, milk, water

Lunch:
Soup: vegetable, mushroom, tomato, chicken, beef, turkey...
Sandwich: ham, turkey, roast beef
Cheeses: American, Swiss
Fruit

Dinner:
Roast beef, roast/baked/fried chicken, roast pork, roast turkey, grilled fish, BBQ, roasted lamb
Beef/chicken stew
Rice, pasta (spaghetti, macaroni, lasagna) potatoes (baked, mashed...)
Boiled or Steamed Vegetables: corn, green beans carrots, peas, etc.
Pizza, hamburgers, hotdogs, tacos
Soups
Bread
Salad: lettuce, tomato, cheese, onions, dressing, etc.
Juice, water, milk

All food services items listed above are subject to approval by the U.S. Government medical personnel.

(i) Approved Menu: The Contractor shall follow the approved installation menu when planning and preparing all meals.

(ii) Progressive Food Preparation: Progressively prepare food items to yield optimum freshness, flavor, color, and texture.

Cook short-order breakfast items to order.

Prepare short-order items such as hamburgers, hot dogs, and french fries. Ensure an adequate flow of patrons through the line.

(iii) Serving Lines: Set up serving lines by the scheduled opening time. Food on the serving line shall be logically arranged and all foods shall be maintained at the specified temperatures. Replenish all foods, tableware, beverages, and condiments as necessary to ensure they are available to all patrons throughout the meal. Remove all food from the serving line within 15 minutes after the serving line is closed and cover, label and properly store all food, unless disposal of a leftover is appropriate.

(iv) Table Clearing: The Contractor shall be responsible to clear and clean all dining room tables and chairs or benches within five minutes after they are vacated to ensure a timely flow of patrons.

i. ****SAMPLE****

Breakfast Meal will be served in the ___*_____ Hotel restaurant as a buffet during established hours as posted. Dinner Meal will be served daily from _*__ hours to _*___ hours in the conference room adjoining the lobby or as otherwise coordinated. Actual headcount will be coordinated daily or as needed. Menu will consist of beef, poultry, or fish, salads and various fresh/canned vegetables, desserts, water, coffee, and soft drinks as coordinated with the chef and hotel staff by the ordering officer.

EXAMPLE OF GENERAL PRICING FORMAT FOR MEAL SERVICES:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
XXXX	Breakfast	Each	____	$_____	$ _____
XXXX	Lunch	Each	____	$_____	$_____
XXXX	Dinner	Each	____	$_____	$_____

(6) SANITATION REQUIREMENTS:

(i) Personal Hygiene. The Contractor shall ensure all employees meet all personal hygiene requirements to include but not limited to; clean hands and fingernails at all times, proper hair and facial grooming, hair restraints, proper smoking restraint, etc.

(ii) Food Storage and Preparation: The Contractor is responsible for preventing all food-borne diseases by properly storing and preparing food in accordance with AFI 48-116, Control of Food-Borne Illnesses. This includes, but is not limited to: storage of bulk foods, refrigerated food, leftovers, perishables, etc. The Contractor shall prepare foods on surfaces that are cleaned and sanitized. All meats and poultry shall be cooked and prepared at the proper temperatures ensuring the food is thoroughly cooked throughout. (FOR PROPER TEMPERATURE RANGES ON VARIOUS FOODS, CONSULT AFI 48-116 OR YOUR MEAL SERVICES REPRESENTATIVE)

(iii) Equipment and Utensil Cleaning: The Contractor shall clean and sanitize all food service equipment and cookware to remove food particles, other soil, grease and cleaning or sanitizing agent residue to the standards set forth in this contract.

(7) HOUSEKEEPING.

(i) General: The Contractor shall furnish general housekeeping services in food service facilities before, during (if necessary) and after the serving of meals. The Contractor shall provide all equipment necessary to perform these services. The cleaning standards and housekeeping charts are intended to produce an acceptable level of performance.

(ii) Lavatories: The Contractor shall clean all lavatories in food service facilities.

(iii) Insect and Rodent Control: The Contractor shall take appropriate actions directed by the government to assist in the control of insects and rodents.

6. TENTS

(a) TENTS - SUMMER

(1) The services to be rendered consist of the rental, erection, dismantling and maintenance of all tentage and associated equipment.

(2) The Contractor shall provide ____*_____ square meters of billet tents to be erected at the site(s) and in the configurations as stated in the contract schedule and the plot plans provided.

(3) The tentage shall be constructed of PVC or polyester fire resistant canvas. The Contractor must ensure that all tent flaps and openings are adequately secured so as to prevent rain from entering the tent.

(4) Floors: The entire usable space within the tent must be covered with floors that are constructed of wood or other equally hard material (the material used must offer a nonskid surface). The floors must be installed in such a manner as to alleviate uneven surfaces that could cause personnel to stumble or trip. The floors must be elevated a minimum of 10 cm above the ground and capable of supporting 250 kg per square meter.

(5) Entrances/Exits: Each tent shall be equipped with at least two (2) lockable entrance/exit doorways. These doorways shall be constructed of wood, metal or plexiglass (no glass). The doors shall be a minimum of 100 cm wide and 210 cm high. (The Contractor will furnish the COR with a minimum of two keys per door.)

(6) Partitions/Dividers: Shall be made of canvas and/or other suitable fire resistant material. They must be a minimum of 2.40 meters in height and 3 meters long (unless otherwise specified).

(7) Lighting: Each tent shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm off the floor (subject to be measured at any place within the tent).

(8) Electrical Installations: A JP54 or equivalent fuse box shall be installed in each tent. The box shall be equipped with at least one connector to accommodate a single 38OV/16AMP male plug, CEE NORM. All wiring within the tent will originate from this fuse box and all circuits shall be properly fused. The specified quantities of electrical outlets, 22OV/16AMP, wires on floors shall be installed within the tent. The location of the outlets shall be coordinated with the COR. The Government will provide the required electrical power and will be responsible for the cables and connections from the Contractor's fuse box to the government furnished power source.

(9) Furniture: The specified number of tables and benches, capable of seating (6) six adults shall be provided. The Contractor shall place the furniture in the tent at the locations determined by the COR.

(10) The Contractor shall have ___*_____ each, designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. These persons shall be qualified to perform emergency tent maintenance.

(b) TENTS - WINTERIZED

(1) The services to be rendered consist of the rental, erection, dismantling and maintenance of all tentage and associated equipment.

(2) The Contractor shall provide _____*_____ square meters tentage to be erected at the site(s) and in the configurations as stated in the contract schedule and the plot plans provided.

(3) The tentage shall be constructed of PVC or polyester coated fire resistant canvas. In addition to the tentage, an exterior wall shall be constructed to enclose each tent to the height of the tent eaves. The exterior wall is to be constructed of wood that has a minimum thickness of 20 mm, or hard plastic/fiberglass that has a minimum thickness of 3 mm, or aluminum material which has a minimum thickness of .75 mm. The Contractor must ensure that all tent flaps and openings are adequately secured so as to prevent wind and/or snow from entering the tent.

(4) Floors: Unless otherwise specified the entire usable space within the tent must be covered with floors that are constructed of wood or other equally hard material (the material used must offer a nonskid surface). The floors must be installed in such a manner as to alleviate uneven surfaces that could cause personnel to stumble or trip. The floors must be elevated a minimum of 10 cm above the ground and capable of supporting 250 kg per square meter.

(5) Entrances/Exits: Each tent shall be equipped with at least two (2) lockable entrance/exit doorways. These doorways shall be constructed of wood, metal or plexiglass (no glass). The doors shall be a minimum of l00 cm wide and 210 cm high. (The Contractor will furnish the COR with a minimum of two keys per door.)

(6) Partitions/Dividers: Shall be made of canvas and/or other suitable fire resistant material. They must be a minimum of 2.40 meters in height and 3 meters long (unless otherwise specified).

(7) Heating: The Contractor must furnish sufficient forced air, fuel operated heaters capable of maintaining a minimum temperature of ___*____ C (+/-3 degrees C). Each heater will be installed on an appropriate drip pan. When partitions/dividers are installed the Contractor must ensure that adequate heaters are provided to heat each area. The heater installations shall be in accordance with the applicable with commercial standards for safety. Heaters are to be installed on the outside of the tents with heating ducts leading into the tents properly insulated. Fuel tanks: The Contractor shall furnish at least one 150 liter fuel tank per installed heater. The tank must be clean and fully operational at time of delivery. In addition, the Contractor will be responsible for the maintenance of the fuel tanks. The fuel tank installations shall be in accordance with the applicable VDE and Trade Union safety standards. The tanks must be installed on the outside of the tents.

(8) Fuel: After initial testing and set up of heaters, the Government will provide fuel oil as required during the performance of the contract.

(9) Lighting: Each tent shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm off the floor (subject to be measured at any place within the tent)

(10) Electrical Installations: A JP54 or equivalent fuse box will be installed in each tent. The box will be equipped with at least one connector to accommodate a single 38OV/16Amp male plug, CEE NORM. All wiring within the tent will originate from this fuse box and all circuits will be properly fused. The specified quantities of electrical outlets, 22OV/16Amp, wires will be installed within the tent. The location of the outlets will be coordinated with the COR. The Government will provide the required electrical power and will be responsible for the cables and connections from the Contractors' fuse box to the government furnished power source.

(11) Furniture: The specified number of tables and benches, capable of seating six (6) adults will be provided. The Contractor will place the furniture in the tent at the locations determined by the COR.

(12) The Contractor shall have __*___ each, designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. These persons shall be qualified to perform both emergency tent and heater maintenance.

(13) The US Government will provide:**

(i) Fuel upon completion of the erection of each tent.
(ii) The equipment and labor for snow removal (on top and in the vicinity) of each tent shall be the responsibility of the Government.

** Note to requiring activity - the Government should only commit itself to the furnishing of fuel when it is certain it can do so with proper additives to prevent freezing. This has been a problem in the past.

EXAMPLE OF GENERAL PRICING FORMAT FOR TENTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Tents				
xxxx	Erection/Installation	Each	____	$_____	$_____
xxxx	Rental and Maintenance	Month	____	$_____	$_____
xxxx	Dismantling and Removal	Each	____	$_____	$_____

7. SHOWER TRAILER & RELATED SERVICES

(a) SHOWER TRAILER with US Government-Furnished Utilities/Cleaning

The services to be rendered consist of the rental, installation, maintenance, cleaning (as specified) of the shower units and associated equipment and the removal of all Contractor furnished equipment upon completion of the rental period.

(1) The Contractors shall provide _*___ each trailer/s. The shower trailer/s are to be delivered and installed at the site(s) and in the configuration/s as stated in the contract schedule and the attached plot plans.

(2) The shower trailer/s shall be constructed in such a manner as to meet, or exceed, the applicable VDE and trade standards.

(3) The Contractor shall furnish the required hoses and power cables to connect the shower trailer/s to government provided utilities, i.e. water, electrical, and sewage. (In situations where the-hookup for government utilities exceeds 20 meters in distance, that distance must be specified in the requirement).
(4) The shower trailer/s shall meet or exceed the following minimum specifications:

(i) Size
6 meters in length
2.4 meters in width
2.4 meters in height

(ii) Shower Configuration: Shower room with a minimum six (6) shower heads. Dressing room with a minimum of four (4) wash basins equipped with hot and cold water faucets, four (4) mirrors and shelves, four (4) electrical outlets, and twelve (12) clothes hanging pegs/hooks.

(iii) Heaters: Electrical, constant controlled and adequate to maintain + or - 3 degrees.

(iv) Fan: Electrical, adequate size to ventilate the enclosure.

(v) Hot Water System: Electrical adequate to sustain a mixed water temperature of 450 degrees C + or - 3 degrees for a continuous period of 40 minutes or 20 individual showers prior to requiring a recycling. The hot water storage tank shall be a minimum of 400 liters and have a control system

that will prevent scalding. The hot water system shall be able to provide a water flow rate to each shower head of 18 GPM.

(vi) Lighting: Each trailer shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm above the floor.

(vii) Electrical Installation: Each trailer shall be equipped with a fuse box, with each-circuit within the trailer being appropriately fused to meet the applicable VDE standards. All electrical wiring within the trailer will originate from this fuse box. All outlets will be wired with an appropriate ground to ensure that personnel are not endangered by electrical shock.

(viii) Floors: All floors within the shower room shall be covered with a non-skid surface and/or aerated matting.

(5) The Contractor shall have __*__ each designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. They shall also be qualified to perform all types of shower trailer maintenance.

(6) The US Government will provide:

(i) Utilities with the completion of the installation of each shower trailer.
(ii) Cleaning of the shower trailer/s including the removal of trash, sweeping, mopping, cleaning of wash basins and shower stalls, and spot cleaning of interior/exterior of shower trailer/s. The Contractor shall ensure that the trailer/s are delivered clean and disinfected and the US Government shall return the trailer/s in the same condition.

(iii) The equipment and labor for snow removal (on top and in the vicinity) for each shower unit shall be the responsibility of the US Government.

(b) SHOWER TRAILER with Contractor-Furnished Utilities and Cleaning

The services to be rendered consist of the rental, installation, maintenance, cleaning (as specified) of the shower trailer/s and associated equipment; to include the removal of all Contractor furnished equipment upon completion of the rental period.

(1) The Contractor shall provide __*__ each shower trailer/s. The shower trailer/s are to be delivered and installed at the site(s) and in the configuration/s as stated in the contract schedule and the attached plot plans.

(2) The shower trailer/s shall be constructed in such a manner as to meet, or exceed, the applicable VDE and trade standards.

(3) The Contractor shall furnish all utilities to include, electricity, water and waste water disposal. Waste water shall be disposed of in accordance with the Host Nation Government ecology rules, regulations and laws.

(4) The shower trailer/s shall meet or exceed the following minimum specifications:

(i) Size (inside dimensions)
6 meters in length
2.4 meters in width
2.4 meters in height

(ii) Shower Configuration: Shower room with a minimum six (6) shower heads. Dressing room with minimum of four (4) wash basins equipped with hot and cold water faucets, four (4) mirrors and shelves, four (4) electrical outlets, and twelve (12) clothes hanging pegs/hooks.

(iii) Heaters: Electrical, constant controlled and adequate to maintain + or - 3 degrees.

(iv) Fan: Electrical, adequate size to ventilate the enclosure.

(v) Hot Water System: Electrical, adequate to sustain a mixed water temperature of 450C + or - 3 degrees for a continuous period of 40 minutes or 20 individual showers prior to requiring a recycling. The hot water storage tank shall be a minimum of 400 liters and have a control system that will prevent scalding. The hot water system shall be able to provide a water f low rate to each shower head of 18 GPM.

(vi) Lighting: Each trailer shall be equipped with fluorescent lighting sufficient to provide lux measured at 80 cm above the floor.

(vii) Electrical Installation: Each trailer will be equipped with a fuse box, with each circuit within the trailer being appropriately fused to meet the applicable VDE standards. All electrical wiring within the trailer will originate from this fuse box. All outlets will be wired with an appropriate ground to ensure that personnel are not endangered by electrical shock.

(viii) Floors: All floors within the shower room will be covered with a non-skid surface and/or aerated matting.

(ix) Cleaning Services: Cleaning services shall be provided by the Contractor. Cleaning of the shower trailer/s shall include the removal of trash, sweeping, mopping, cleaning of wash basins and shower stalls, and spot cleaning of interior/exterior of the shower trailer. The Contractor shall ensure that the shower trailer/s are delivered clean and disinfected.

(x) The Contractor shall have _*__ each designated maintenance personnel stationed on-site. These persons will be available 24 hours a day, 7 days a week, in order to perform the repairs and/or replacement actions as necessary. They shall also be qualified to perform all types of shower trailer maintenance.

(xi) The US Government will provide: The equipment and labor for snow removal (on top and in the vicinity) for each shower unit shall be the responsibility of the Government.

EXAMPLE OF GENERAL PRICING FORMAT FOR SHOWER TRAILER/S:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Shower Trailer	Each/Month	_____	$ _____	$ _____
xxxx	Set-up/Distribution	Each	_____	$_____	$ _____
xxxx	Daily Cleaning	Each	_____	$ _____	$ _____
xxxx	On-Call Servicing	Each	_____	$ _____	$ _____
xxxx	Connection of Utilities	Each	_____	$ _____	$ _____
xxxx	Relocation of Trailers	Each	_____	$ _____	$ _____

8. REFUSE COLLECTION SERVICES

(a) TRASH, GARBAGE & WASTE COLLECTION (Specifications)

(1) The services to be rendered consist of the providing of refuse containers to be located at specified sites, the emptying of said containers and the proper disposal of the trash, garbage and waste.

(2) CATEGORIES OF REFUSE: The Contractor shall be responsible for handling various categories of refuse as described below:

(i) Regular Trash: All solid waste material, with the exception of those types listed in (i) through (vii) below:

- Typical size of containers: 1, 5, 10, 16, 20 or 24 cubic meters (cbm)
- Frequency of servicing (emptying): To be determined requiring activity.

(ii) Edible Garbage: All food waste that is generated by food service facilities.

- Typical size containers: 200 liters, 1, 5 or 10 cbm.
- Frequency of servicing: Daily emptying is mandatory.

(iii) POL Waste: Oils, antifreeze, brake fluid and any other vehicle related liquids.

- Typical size of containers: 500 or 1000 liters
- Frequency of servicing: To be determined by the requiring activity.

(v) Contaminated Soil: Dirt removed from around oil tanks or soil that has been contaminated by the accidental spillage of POL and/or chemical agents.

- Typical size containers: 10, 20, or 24 cbm
- Frequency of servicing: To be determined by the requiring activity.

(vi) Medical Waste: Solid waste generated by medical laboratory facilities which requires controlled disposal.

- Typical size containers: 200 liters, I or 5 cbm
- Frequency of servicing: Daily emptying is mandatory.

(vii) Liquid waste: Chemical agents and liquids generated by X-ray laboratories.

- Typical size tanks: 400 or 1000 liters
- Frequency of servicing: To be determined by the requiring activity.

(3) The Contractor shall provide all labor, material, transportation and equipment required for the delivery, installation, removal of trash and the pickup of the containers at the end of the rental period. In addition the Contractor is fully responsible for obtaining and holding current permits with approved dumping and disposal points. (Unless Government disposal points are specifically identified in the contract schedule)

(4) The emptying of each container includes the complete removal of all refuse from the container and the removal of all bagged refuse at the container location. In addition the Contractor is responsible for cleaning up all refuse that is spilled during the servicing/emptying process.

(5) The Contractor must implement a quality assurance program that will ensure that his work and the work performance by his employees is accomplished in such a manner that conforms with applicable standards of the trade and is in compliance with local and federal host nation ecology laws and directives. The Contractor must obtain and hold current all necessary approvals and permits for the lawful performance of the prescribed services. In addition, the Contractor must obtain the necessary permits for the operation of his service and disposal vehicles on Saturdays, Sundays and holidays.

(6) All refuse containers will be delivered, installed, and ready for use no later than 08:00 hours on the first day of the specified rental period.

(7) When on-call servicing/emptying of refuse containers and/or relocation of refuse containers are specified in the contract, the Contractor must perform the required services as specified below:

(i) When the Contractor is notified prior to 12:00 hours the work must be accomplished on the same date.

(ii) When the Contractor is notified after 12:00 hours, the work must be accomplished no later than 10:00 hours on the following date.

EXAMPLE OF GENERAL PRICING FORMAT FOR REFUSE COLLECTION:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	Refuse Container	Each/Month	____	$ _____	$_____
xxxx	Set-up/Distribution	Each	____	$ _____	$_____
xxxx	Emptying of Containers	Each/Day	____	$ _____	$_____
xxxx	On-Call Servicing	Each	____	$ _____	$_____
xxxx	Relocations	Each	____	$ _____	$_____

9. LAUNDRY AND DRY-CLEANING

(a) LAUNDRY & DRY-CLEANING (Specifications)

The services to be rendered consist of complying with the Scope of Work below and providing Quality Control, Inspection of Services and maintaining the Hours of Operation as delineated in (1) through (4).

(1) SCOPE OF WORK: The Contractor shall furnish all management, labor, transportation, pickup and delivery service, housekeeping and facility operation in accordance with the terms and conditions of this contract. This contract includes all laundry, dry cleaning, and all other tasks and responsibilities deemed necessary and spelled out in this contract. The Contractor shall receive, account for, process, and return all organizational and individual items tendered for cleaning. Technical Exhibit XX--Workload Estimate lists the estimated quantities of work (as a SAMPLE).

(2) QUALITY CONTROL: The Contractor is responsible for establishing and having an active quality control plan.

(3) INSPECTION OF SERVICES:

(i) Inspection Service: The Contractor shall provide and maintain an inspection system that must be accepted by the government covering the services under this contract.

(ii) Inspection and Testing: The Government has the right to inspect and test all the services called for by the contract, to the extent practicable, at all times and places during the term of the contract.

(iii) Nonconformance with Contract Requirements: If any of the services do not conform to the contract requirements, the government may require the Contractor to re-perform the services in conformity with the contract requirements, at no additional expense to the government.

(4) HOURS OF OPERATION: The Contractor shall maintain the following customer service hours: Drop-offs will be in the ____*____ Hotel Lobby before 0900 Mondays and Thursdays. Contractor will deliver clean laundry by 1800 Mondays and Thursdays.

(b) DEFINITIONS

The Contractor will be familiar with and understand the following definitions:

(1) Clean: Finished articles are dry and free of visible soil, lint and objectionable odor. Spots and stains are removed where practical to do so without damaging the fabric.

(2) Contracting Officer Representative (COR): an individual appointed in writing by the Contracting Officer to perform expressed contract administration functions.

(3) Dry Cleaning: Dry cleaning involves the immersion of garments in dry cleaning solvents and cleaning them by use of mechanical action and soaps or synthetic detergents. Dry cleaning removes some soluble and some insoluble soils and dissolves grease stains through the combined actions of dry cleaning solvents, mechanical action, soaps, synthetic detergents, and other cleaning aids.

TYPES OF DRY CLEANING

- Small - an item requiring the approximate time, effort, and cost to process as a sleeveless sweater and /or blouse.
- Medium- an item requiring the approximate time, effort, and cost to process as a pair of trousers and /or jacket.
- Large - an item requiring the approximate time, effort, and cost to process as a coat and or overcoat.

(4) Laundering: The process by which soiled fabric items are cleaned and treated. The term includes cleaning by mechanical action and by hand in appropriate temperature water solutions of detergents and other additives.

TYPES OF LAUNDRY

- Small - an item requiring the approximate time, effort, and cost to process as a pillowcase or wrapper.
- Medium- an item requiring the approximate time, effort, and cost to process as a sheet or bedspread.
- Large - an item requiring the approximate time, effort, and cost to process as a sleeping bag.

(5) Packaging: The process by which clean garments or other items are placed on hangers and placed in protective paper or plastic film bags. Small items of clothing and other clothing which are not customarily placed on hangers shall be wrapped in protective poly-wrap in accordance with commercial or local practice.

(6) Pressing: Pressing is the process for insertion of required crease and removal of undesirable wrinkles from clean garments or items.

(c) SPECIFIC TASKS. The Contractor will provide for and comply with the following Specific Tasks:

(1) Services Provided: The Contractor shall provide services to individuals and organizations of _____*_____ at _____*_____. Services shall be provided in accordance with the terms and conditions of this contract. The Contractor shall process and finish all clothing and other items in accordance with the requirements contained in the workload data in Technical Exhibit XX. (See Sample)

(2) Workmanship and Sanitation: Delivered articles shall conform to the generally accepted industry and local standards of quality, cleanliness, finish, appearance, and packaging. The items shall not only be clean in the sense of being free from soil and stains, but also free from bacteria, fungi and micro-organisms, including pathogens and disease producing organisms. All work performed shall be done under sanitary conditions. The contract facility shall be open to inspection of

conditions at any time by a representative of the US government, and the government reserves the right to perform or cause to have performed any test necessary to determine the sanitary condition of the articles delivered by the Contractor.

(3) Classification of Items: Clothing or linen articles received by the Contractor shall be individually inspected for condition of serviceability and classified as to the type of service required.

(4) Re-performance: Any items found to have been unsatisfactorily cleaned shall be re-cleaned by the Contractor at no additional cost to the government.

(5) Repair: The Contractor shall repair, at his expense, all damages to individual garments which occur while in the custody of the Contractor, to include rips, tears, holes, open seams, and replacement of buttons and repair or replacement of zippers.

(6) Organizational Bulk Items: Organizational items shall be returned in bulk unless another method is specified. Items shall be counted from baskets into waiting vehicles or across the counter to the customer.

(7) Linen Exchange Activity: The Contractor shall operate a linen exchange activity. The Contractor is responsible for receiving, collecting, exchanging, and distributing linen exchange articles to and from organizations, activities, or authorized individuals and accomplishing the tasks below:

(1) Receive, collect, exchange and distribute linen exchange articles to and from organizations, activities, or authorized individuals.

(2) Verify count or weight of items received against receiving and shipping documents.

(3) Store items in storeroom and linen exchange points.

(4) Keep items properly segregated to comply with local safety, fire prevention and other storage regulation.

(8) Stockage Inventory System: The Contractor shall establish a stockage inventory system to track all incoming and outgoing linen. The Contractor shall perform a search for missing items in order to reconcile inventory with stock records.

(9) Exchange Items: Items that have been identified for direct exchange shall be exchanged for like items at time of turn-in. Items that are not direct exchange shall be identified separately and processed to be ready for pickup by the customer within a 72-hour period. Sheets, pillowcases, mattress pads, mattress covers, towels and blankets received from organizations may be intermingled (except for medical, if applicable) and processed for reissue to any organization or individual.

(10) Pick-up & Delivery Service: The Contractor shall provide pickup and delivery service. This service shall include loading, unloading, segregating, transporting, counting and obtaining necessary documentation for items picked up or delivered.

(11) The Contractor shall provide his own vehicles and they shall be maintained in safe operating condition at all times.

(12) Weighing/Counting of Articles: Weighing/counting of articles, including the laundry bag, shall be done by government personnel prior to pickup. The laundry that the Contractor picks up may be dirty/wet. The Contractor shall verify weight or count and sign a pickup ticket for the items being picked up. Such a signature constitutes an agreement to the government's weight/count unless a specific exception is noted on the ticket.

(13) Verification: The Contractor shall record the number of pounds/pieces delivered on the delivery ticket and the government rep will verify the amount. The Contractor must provide a list for items not delivered on scheduled.

SAMPLE

TECHNICAL EXHIBIT XX
LAUNDRY & DRY CLEANING
WORKLOAD ESTIMATES

ITEM	ESTIMATED QUANTITY-(PER DROP OFF)	PRICE
BDU TROUSERS	250	$3.08
BDU JACKET	250	$3.08
FLIGHT SUIT	50	$3.08
T-SHIRT	1000	$1.92
UNDERWEAR (MALE/FEMALE)	1050	$ .88
SOCKS (PAIR)	1000	$ .88
TOWEL (HAND OR BATH)	100	$1.15

RECOVERY RATES FOR LOST OR DAMAGED ITEMS WILL BE PER LOCAL MARKET CONDITIONS FOR _____*_____. THIS IS __*_% OF PURCHASE PRICE.

ITEM	PURCHASE PRICE (NEW)	RECOVERY PRICE
BDU TROUSERS	$35	$
BDU JACKET	$33	$
FLIGHT SUIT	$50	$
T-SHIRT	$2	$
UNDERWEAR (MALE)	$2	$
UNDERWEAR (FEMALE)	$5	$
BRA	$5	$
SOCKS (PAIR)	$2	$
TOWEL (HAND OR BATH)	*$2*	$

EXAMPLE OF GENERAL PRICING FORMAT FOR LAUNDRY & DRY-CLEANING:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	See above item list for various military clothing items	_____	_____	$_____	$_____
xxxx	Same as above	_____	_____	$_____	$_____
xxxx	Same as above	_____	_____	$_____	$_____

10. FORKLIFTS

(a) FORKLIFT (Specifications): The services to be rendered consist of rental, delivery, maintenance and removal of a specified type and size of forklift(s).

(1) Contractor shall provide forklift(s) for the stated rental period which will be of a commercial type that is equipped for outdoor use. The lifts must have the capability of lifting the specified weight (Kilos), to a minimum of 2.5 meters in height. In addition the equipment shall be capable of maintaining stability on a 6% incline, while handling a load of the specified amount.

(2) At the time of delivery the forklifts shall be in a sound mechanical condition free of all known defects, ready for immediate use. The equipment must meet all the applicable VDE and Trade Union requirements for safe operations.

(3) In addition to the above, the forklifts will be equipped with the following:

(i) Gas/diesel powered engine
(ii) Self-sustained electrical system to include an electric starter
(iii) Pneumatic tires (snow chains to be provided during winter months)
(iv) Spark proof exhaust system
(v) Front and rear lights that will facilitate on-road operations during periods of darkness.
(vi) Driver protection roll bar
(vii) Adjustable forks
(viii) Warning device (automatically activated when the lift is placed in reverse gear)

(4) The Contractor shall furnish all the transportation, labor, material and supervision required for the delivery, operational test, repair and maintenance and removal of the equipment at the end of the rental period. In addition the Contractor shall furnish all POL products, (with the exception of fuel). This is to include distilled water for batteries.

(5) The Contractor shall provide a point of contact for "on call, maintenance and/or replacement of equipment. The point of contact must be available from 08:00 to 20:00 hours to include Saturdays, Sundays and all local and American holidays. The Contractor shall provide all the labor, material and supervision required to keep the equipment in a serviceable and safe operating condition. Repair and maintenance may be performed on site, subject to coordination with the COR. If a forklift becomes inoperable due to the need for repair and/or maintenance, the Contractor will be notified immediately. The Contractor must respond, within six (6) hours after notification, to perform the repair and maintenance services. If repair and maintenance services cannot be performed within the same day, the Contractor shall furnish a replacement unit. Equipment that remains inoperable for more than a 12 hour period will be considered not available for use and rental fees will cease until the equipment is repaired to a fully operational condition or replaced with a serviceable unit. The pick-up and removal of inoperable equipment will be accomplished at.-Contractor expense.

(b) FORKLIFTS—ACCEPTANCE & RETURN

(1) Acceptance for forklifts by the Government: At the time the forklifts are delivered to the Government, the Contractor shall issue in duplicate a document, written in English, for each fork-lift, which provides the user a means to annotate the conditions of the equipment. In addition, general operating instructions, to include the refueling procedures, how to check and add oil, proper operating techniques and preventive maintenance procedures will be provided by the Contractor. The Contractor and the COR will jointly inspect the equipment for completeness and will list all damage (such as, but not limited to, scratches, dents, etc.) on the document. The document must be signed and dated by both the COR and the Contractor as acknowledgment that the forklift was received by the Government in the condition described/ annotated. A copy of the document shall be retained by the Contractor and the COR for use during the joint inspection that must again be conducted at the end of the rental period.

(2) Return of forklifts to Contractor: Upon expiration of rental period, forklifts will be returned to the Contractor, clean and complete with all accessories. Utilizing the document, a joint inspection will be conducted and all discrepancies will be noted. Both the COR and the Contractor, or his authorized representative must sign the document to acknowledge the return of the equipment in the described condition. Reasonable wear and tear, as well as damages which are not annotated on the turn-in document shall not be considered as valid if the Contractor later submits a claim against the Government.

EXAMPLE OF GENERAL PRICING FORMAT FOR FORKLIFTS:

ITEM	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
xxxx	FORKLIFT 3 TON	EACH	____	$_____	$_____

11. FORCE PROTECTION

(a) During an OOTW support event, the HS Contractor may be requested to provide force protection in non-hostile environments. Support required may include, but not limited to, security personnel, escorting (sea and land), barriers, fencing, lighting, or equipment.

(b) If there is a requirement for force protection, a specification or statement of work will be provided to the HS Contractor for pricing prior the receiving an order from an authorized Contracting Officer.

12. LOGISTICS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide logistics support. Support may include, but not limited to, assistance with customs and air, ground, or rail transportation for pre-deployment and site surveys in remote areas.
(b) If there is a requirement for logistics support, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

13. SUPPLIES

(a) During an OOTW support event, the HS Contractor may be requested to provide various types of supplies when not readily available from the U.S. Government supply system. General supplies are classified as follows:

Class I – Food, Rations, and Water (e.g., bottled water, ice, reefers, etc.)
Class II – Clothing (e.g., foul weather gear, poncho liners, boots, etc.)
Class III – Petroleum, Oils, and Lubricants
Class IV – Construction Material (e.g., lumber, gravel, barriers, haul assets, yellow gear, fasteners, concrete mix, etc.)
Class VI – Personal Items (e.g., parts for commercial vehicles, camp equipment, air conditioners, cell phones, computers and peripheral equipment, coffee makers, microwave ovens, etc.)
Class VIII – Medical Supplies (e.g., medicines, medical supplies, veterinary medicines)
Class IX – Repair Parts
Class X – Miscellaneous Supplies

(b) If there is a requirement for supplies, the bill of materials or specifications will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

14. REPAIR SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide repair services. Services may include, but not limited to, repair of generators, light suites, environmental control units, vehicles (e.g., commercial trucks and cars) and material handling equipment (MHE).

(b) If there is a requirement for repair services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

15. CAMP AND FIELD HABITABILITY SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide camp and field habitability services. Services may include, but not limited to, rental of toilet/bathing facilities, berthing trailers, rental of pre-existing hard structure buildings or hotel rooms, garbage collection services, potable water, vehicle rental, laundry services, cell phones, fuel, food service, power generation/distribution, pest extermination services, plumbing services, and administrative support.

(b) If there is a requirement for habitability services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

16. TRANSPORTATION SERVICES

(a) During an OOTW support event, the HS Contractor may be requested to provide transportation services. Services may include, but not limited to, providing vehicles/trucks/buses (with and without drivers), tactical level transportation (air, ground, rail, and sea) in remote areas when military transportation isn't available, and express delivery services (e.g., DHL, FEDEX, etc.).

(b) If there is a requirement for transportation services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

17. INFORMATION OPERATION/SYSTEMS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide information operation/systems support.

(b) If there is a requirement for information operation/systems services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

18. MORTUARY AFFAIRS SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide mortuary affairs support.

(b) If there is a requirement for mortuary affairs support services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

19. CULTURAL AWARENESS TRAINING

(a) During an OOTW support event, the HS Contractor may be requested to arrange cultural awareness training.

(b) If there is a requirement for cultural awareness training, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

20. DIETICIAN SUPPORT

(a) During an OOTW support event, the HS Contractor may be requested to provide dietician support.

(b) If there is a requirement for dietician support, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

21. COMMUNICATIONS

(a) During an OOTW support event, the HS Contractor may be requested to provide communications services. Services may include, but not limited to, providing cell phones, satellite phones, internet connectivity, calling cards, land lines, and Wi-Fi services.

(b) If there is a requirement for communications services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

22. TRANSLATION SERVICES

(a) During an OOTWsupport event, the HS Contractor may be requested to provide translation services.

(b) If there is a requirement for translation services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

23. MORALE, WELFARE, AND RECREATION (MWR) SERVICES

(a) In the absence of an existing U.S. Government authorized Information, Ticket and Tours (ITT) contract, during an OOTW support event, the HS Contractor may be requested to provide MWR services. Services may include, but not limited to, providing arranging trips, tours and hotel accommodations.

(b) If there is a requirement MWR services, the specification or statement of work will be provided to the HS Contractor for pricing prior to receiving an order from an authorized Contracting Officer.

Attachment 10 - QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Husbanding Services
Western Pacific & Indian Ocean Regional Contracts

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance-based Performance Work Statement (PWS). This performance-based plan sets forth the procedures and guidelines the U.S. Fleet & Industrial Supply Center, and its detachments will use to monitor contractor's performance, evaluating port visit cost reporting, non-priced item pricing performance, and ship's overall satisfaction with the of the husbanding service contractor's port visit services.

1.1 PURPOSE

1.1.1. The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the port visit cost reporting requirements, adhering to the non-priced item pricing performance standards, and meeting the ship's task order requirements as identified in the PWS.

1.1.2 This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

2.0 PERFORMANCE MANAGEMENT APPROACH

2.1 The performance-based PWS structures the acquisition around "what" service is required as opposed to "how" the contractor should perform the work. This QASP will define the performance management approach taken by the Contracting Officer to monitor, manage, and take appropriate action on the contractor's performance against expected outcomes or performance objectives communicated in the PWS. Performance management rests upon developing a capability to review and analyze information generated through performance metrics. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management. The data generated in a performance management approach provides information that indicates whether or not expected outcomes for required services are being achieved adequately by the contractor.

2.2 Performance management also represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether or not outcomes are being achieved and migrates away from scrutiny on compliance with the processes and practices used to achieve the outcome. The only exceptions to process reviews are those required by law and compelling business situations

such as safety and health. An outcome focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved at the desired levels of performance.

3.0 PERFORMANCE MANAGEMENT STRATEGY

3.1 The contractor will develop and utilize staffing and procedures, for use on a continuous basis, for self inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS.

3.2 The Contracting Officer will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The Government will make decisions based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

4.0 ROLES AND RESPONSIBILITIES

4.1. Procuring Contracting Officer (PCO). The PCO is the individual who performs preaward functions and awards or executes a contract. The PCO will retain post award functions. Accordingly, the PCO performs assigned post award functions related to the administration of the contract. Ensures performance of all necessary actions for effective contracting, monitors compliance with the terms of the contract, and safeguards the interests of the Government. The PCO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

4.2. Contracting Officer Representative (COR). The Government personnel who perform quality assurance functions for a contracted service.

- Provide technical assistance to the contracting office
- Provide functional continuity and stability
- Maintain proficiency in contract surveillance procedures
- Perform surveillance in accordance with the surveillance plan and provide documentation of surveillance observations to the PCO, as required
- Notify the PCO of any significant performance deficiencies
- Prepare input to the Contractor Performance Assessment Reporting System (CPARS)

4.3 Ordering Officers (e.g., Ship SUPPO) are responsible to

- Issue the orders in accordance with the terms and conditions
- Monitor, assess, and communicate the performance of the contractor. Government surveillance may occur under authority of the Inspection/Acceptance paragraph of clause 52.212-4, Contract Terms and Conditions – Commercial Items, for any supply or service relating to the contract.

5. PERFORMANCE OBJECTIVES AND METHOD OF SURVEILLENCE

The contractor shall provide husbanding service support in accordance with the PWS. While the contractor is fully expected to comply with all requirements in the PWS, the government's assessment of contractor performance will focus mainly on the performance objectives that are also listed in the Attachment 10a. QASP Matrix. The level of the acceptance for each objective is also established

5.1. Performance Objective #1:

Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 schedules provided as part of the RFP. The On-line Pricing Application Tool may be utilized for the creation of the estimate.

Method of surveillance: E-mail received from the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided.

Level of acceptance:

- On time 100%

- Up to 2 working days late, but before ship's arrival 80%

- 3-4 working days late, but before ship's arrival 60%

- Over 4 working days late but before ship's arrival 40%

- None before ship's arrival 0%

5.2. Performance Objective #2:

Submit final LogSSR within seven (7) days of each ship's departure (includes entering data into LogSSR and submitting all supporting documentation).

Method of surveillance: Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.

Level of acceptance:

- Within 7 calendar days after ship's departure 100%

- Within 08-14 calendar days after ship's departure 80%

- Within 15-30 calendar days after ship's departure 50%

- Over 30 calendar days after ship's departure 0%

5.3. Performance Objective #3:

LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages).

Method of surveillance: Compare the LogSSR data and PVCR/invoice data.

Level of acceptance:

- No errors 100%

- 1 error 80%

- 2 errors 60%

- 3 errors 40%

- Over 3 errors 0%

5.4. Performance Objective #4:

In Port Pricing. The HSP shall maintain the online pricing application's 'real-time' pricing capability and update non-priced item pricing and ordering data during the actual performance period the ship is in port. The HSP shall continue to input documentation into the application during the entire port visit.

The HSP shall update this report at least once per day of performance between the hours of 0700 and 2300, if applicable, while ship is in port until the completion of the ship's visit.

Method of surveillance: check the on-line pricing tool during the ship's visit and after the ship's departure to verify that the contractor updates the On-line Pricing Application with the additional requirements and for the non-priced item the procedure established has been followed.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

5.5 Performance Objective #5

Final Price Report. A Final Price Report must be reported in On-line Pricing Application Tool and itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 within forty eight (48 hours) after a ship leaves port. The HSP shall include all paid and unpaid invoices to the report.

Any changes to final prices paid shall be updated within the On-line Pricing application within one (1) calendar day of the change.

Method of surveillance: periodic checks of the On-line Pricing Application during port visits and forty eight (48 hours) after a ship leaves port.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

5.6 Performance Objective #6:

Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.

Method of surveillance: After each ship visit, the ship submits a port visit cost report indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

6.0 METHODOLOGIES TO MONITOR PERFORMANCE

6.1 In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate contractor performance. The Contracting Officer will use the On-line Pricing Application, the LogSSR and any input from the requiring activity as sources of comments on the contractor's performance.

6.2 The ships always have the option to communicate complaints to the Contracting Officer as opposed to the contractor. The complaints can be submitted during or after the visit; however the primary document that reports the complaints is the Port Visit Cost Report (PVCR). The Contracting Officer will accept the ships complaints and will investigate.

7.0 QUALITY ASSURANCE REPORTING

7.1. Within 30 days following the end of each quarter, the COR/PCO will prepare a report that shows the level of acceptance for each performance objective reached throughout the quarter. An overall average of the performance area objective area scores will be tracked for each port visit and for all port visits within the quarter. 80% is the overall goal for performance in each of these areas.

8.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

8.1 The Government shall use the observation methods cited to determine whether the AQLs have been met. The Government will evaluate the results which then may be translated into the specific negative incentives should performance not meet the AQL (for failure performance, see paragraph 9.0)

8.2 The PCO may require the contractor's project manager, or a designated alternate, to meet with the Government personnel as deemed necessary to discuss performance evaluation. The PCO will define a frequency of in-depth reviews with the contractor. However, if the need arises, the contractor will meet with the PCO as often as required or per the contractor's request. The agenda of the reviews may discuss:

- Performance measured by the metrics and trends
- Issues and concerns of both parties
- Recommendations made by the KO based on contractor information
- Issues arising from independent reviews and inspections

8.3 The PCO and contractor should jointly formulate tactical and long–term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the PCO.

9.0. FAILURE TO PERFORM

9.1 The contractor may be contacted for consideration, may receive negative past performance ratings or may be terminated based on failure to perform.

Consideration: The KO will negotiate consideration in instances where the HSP fails to meet performance requirements.

Negative Past Performance Ratings: The COR may submit negative performance information into the Contractor Performance Assessment Reporting System (CPARS).

Termination. If the KO determines that the contractor has failed to perform to the extent that a termination for cause is justified, the KO shall issue a notice of termination, consistent with FAR Part 12.

LIST OF ATTACHMENTS

Attachment 10a. QASP Matrix

Attachment 10a: QASP Matrix

Attachment 4a	Required Service	Levels

Required Service	Performance Standards	Method Of Surveillance	Goals
Timely submission of estimates within 48 hours after receipt of the order.	Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2. The On-line Pricing Application Tool may be utilized for the creation of the estimate.	E-mail received by the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided..	- On time 100% - Up to 2 working days late, but before ship's arrival 80% - 3-4 working days late, but before ship's arrival 60% - Over 4 working days late but before ship's arrival 40% - None before ship's arrival 0%
LogSSR and final cost reports	Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.	LogSSR Data-base	- Within 7 calendar days after ship's departure 100% - Within 08-14 calendar days after ship's departure 80% - Within 15-30 calendar days after ship's departure 50% - Over 30 calendar days after ship's departure 0%
LogSSR report accuracy	LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages)	Compare the LogSSR data and PVCR/invoice data.	- No errors 100% - 1 error 80% - 2 errors 60% - 3 errors 40% - Over 3 errors 0%

In Port Pricing	(1) The HSP shall maintain the online pricing application's 'real-time' pricing capability and update ALL pricing and ordering data during the actual performance period the ship is in port. The HSP shall continue to scan support documentation into the application during the entire port visit. (2) The HSP shall update this report at least once per day of performance between the hours of 0700 and 2300, if relevant, while ship is in port until the completion of the ship's visit.	On-Line Pricing Application	- Satisfied 100% - Not Satisfied 0%
Final Price Report	(1) A Final Price Report must be reported in On-line Pricing Application Tool and itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2 within forty eight (48 hours) after a ship leaves port. The HSP shall include all paid and unpaid invoices to the report (3) Any changes to final prices paid shall be updated within the application one (1) calendar day of the change.	Online Pricing Application	- Satisfied 100% - Not Satisfied 0%
Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.	After each ship visit, the ship submits a port visit cost report to indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.	Ship's port cost visit report, observations, complaints	- Satisfied 100% - Not Satisfied 0%

Attachment 11 - QUALITY ASSURANCE FOR PROVISIONS

September 2006

SECTION I. GENERAL REQUIREMENTS

1. **SANITARILY APPROVED SOURCES:** All subsistence items shall be from approved sources as authorized, or exempted in NAVSUPINST 4335.4F/AR 40-657/AFR 161-32/MCO P10110.31G. Name and address of processing facility shall identify any subcontracting entities utilized other than the primary contractors. NAVSUP Fleet Logistics Center Yokosuka, Site Singapore has available approved source listings of authorized subsistence incorporated into VETCOM Circular 40-1, Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Hawaii and Pacific) and other regions maintained and published by HQ, US Army Veterinary Command, Fort Sam Houston, Texas (http://vets.amedd.army.mil/vetsvcs/approved.nsf). The U.S. Army Veterinary Representative, prior to commencing a contract/Blanket Purchase Agreement (BPA), shall inspect all required potential sources identified. Failing to pass inspection shall be grounds for not issuing a BPA and grounds for cancellation if the facility fails inspection after a BPA has commenced. This applies to all contractors and subcontractors. Documents cited here shall be provided to the contractor upon written request.

2. **DELIVERY VEHICLES:** The supplies delivered under this contract/BPA shall be transported in a sanitary enclosed/covered or open flatbed vehicle. Semiperishable items delivered in open flatbed vehicle shall be covered with a tarp to protect products from rain or foreign objects. Vehicles shall be equipped to maintain the appropriate temperature for the subsistence being delivered. Vehicles shall be maintained in a sanitary condition to prevent contamination of the food and shall be subject to inspection by the government at all reasonable times. Supplies submitted for acceptance in vehicles, which are not sanitary, may be rejected without further inspection. Concurrent transportation of bulk contained pesticides, rodenticides, petroleum products, inedible products, household chemicals, or other caustic or volatile compounds are undesirable but occasionally necessary. When a carrier jointly transports subsistence and cleaning agents or hazardous products, the cleaning agents or hazardous products shall be segregated from the subsistence to the greatest extent. Segregated to the greatest extent means that all cleaning agents or hazardous products shall be unitized, loaded completely lower and horizontally from the subsistence to the maximum distance allowed by the physical configuration of the carrier. Shrink-wrap shall be used to secure items to pallets and provide stabilization.

3. **CODE DATING:** Master-shipping boxes shall be stamped or embossed with code dates, except Fresh Fruits and Vegetables, (FF&V). Coding must represent the date of slaughter, production, pasteurization, manufacture, or expiration/pull date. Open code shall have the date, month and year or Julian date, (last number of the year with the number of days). Closed code, such as letters and numbers, shall have an accompanying letter from the manufacturer explaining the code and shelf life.

4. **PACKAGING:** Standard commercial packaging is acceptable as long as it meets the requirements set forth in this agreement, product is protected from contamination, and quality is preserved. Products shall be packaged in non-returnable commercial containers that do not exceed 55 pounds or 25 kilograms per container. The use of a plastic shrink-wrap to secure items to the pallet shall be minimized.

5. **SHELF LIFE REQUIREMENTS:** Unless otherwise specified in this agreement, products shall be delivered with not less than one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining. If the supplies delivered DO not have the minimum number of days of shelf life remaining as set forth in this agreement, the government shall have the right to reject and/or require replacement.

6. **TEMPERATURE REQUIREMENTS:** Unless otherwise specified in this agreement, all perishable products shall be delivered between 32°F-41°F (0°C-5°C) for chilled and 0°F (-18°C) or below for frozen. Temperatures shall be checked between the primary container and the outer container to reduce product damage. If a discrepancy is suspected, internal temperature shall be checked prior to rejection or acceptance of the products.

7. **REJECTED ITEM:** Any item recommended for rejection by the U.S. Army Veterinary Representative or receiving activity shall be annotated on the invoice or delivery receipt. The Contracting Officer Representative shall negotiate on price adjustment for quality or short shelf life defect as requested by receiving activity based on the U.S. Army Veterinary

Representative inspection results. Replacements shall be coordinated with the Contracting Officer Representative as requested by the receiving activity.

8. **FOREIGN ORIGIN PRODUCTS:** Foreign establishments DO not have to be Directory listed if the prepackaged finished items they produce are imported by distributors or brokers into the continental United States, Hawaii or Alaska for sale to U.S. Armed Forces. This exemption Does not apply to establishments importing food directly into the U.S. territories of American Samoa, Guam, or the Mariana Islands without entering the continental United States, Hawaii or Alaska.

9. **CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD:** See Appendix B below.

SECTION II. QUALITY ASSURANCE PROVISIONS BY ITEM

1. **DAIRY PRODUCTS:**

a. Milk products shall be from approved sources and meet the raw, pasteurized, bacteriological and chemical requirements of the United States Public Health Service (USPHS) Publication 229 (Grade A Pasteurized Milk Ordinance). Frozen deserts and novelties shall be from approved sources in accordance with applicable military or local specifications or in the absence of applicable specifications, good manufacturing practice. Bacteriological and chemical testing may be accomplished at origin or destination. The U.S. Army Veterinary Representative shall submit non-conforming results to the Contracting Officer and provide a copy furnished to the contractor with a letter of explanation. The letter shall inform the contractor that unreliable quality controls may result in suspending further deliveries in accordance with NAVSUPINST 4355.6A/AR 40-70. NAVSUPINST 4355.6/AR 40-70 sets forth the microbiological testing program and suspension procedures for dairy products.

b. Temperature on delivery: Fresh dairy products shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C). Frozen products shall be delivered at 0^{o}F (-18^{o}C) or below.

c. Cheese Related Products:

(1) Soft cheeses such, as mozzarella, natural provolone, cream cheese, and etc., shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C).

(2) Hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, etc., shall be delivered between 32^{o}F and 50^{o}F (0^{o}C and 10^{o}C).

2. **FRESH FRUITS AND VEGETABLES (FF&V): See Appendix A.**

a. All FF&V shall be freshest product available. FF&V shall have eye appeal and shall be a minimum of 90% free from quality defects and 100% free of decay or loss. The Contracting Officer Representative shall negotiate a downward price adjustment for quality defects based on the U.S. Army Veterinary Representative inspection results and confirmed by receiving activity.

b. FF&V shall be delivered in an enclosed vehicle, equipped to maintain the temperature required for the type of FF&V. Mixed loads of FF&V shall be between 35^{o}F and 55 °F (2^{o}C and 12^{o}C).

c. FF&V such as bananas that are sensitive to ethylene oxide shall not be palletized and wrapped with items that are ethylene oxide producers such as apples. Plastic wrapped around the product inside the boxes shall be removed to allow air circulation.

d. Fresh mushrooms shall not be packaged airtight. Packages that are wrapped in plastic shall have air hole cut into plastic 1/8 inch in diameter or larger.

e. FF&V such as bananas, potatoes and onions that are sensitive to chill damage shall be delivered without refrigeration or not less than 56 °F (14^{o}C). FF&V delivered in an open flatbed vehicle shall be protected with a tarp.

f. For repacked FF&V, the recycled boxes shall be clean and odorless; weigh not more than 45 pounds, (20 kilograms); labeled with the name and weight of the item on two adjacent sides of the box and legibly handwritten or printed.

3. **FROZEN MEAT AND POULTRY**

a. Unless otherwise requested, all frozen meat and poultry products must be USDA inspected or USDA certified. They must be listed in one of the following publications: "Meat and Poultry Inspection Directory", or "Directory of Sanitarily Approved Food Establishment for U.S. Armed Forces Procurement. ".

b. Temperature at delivery shall be 0°F (-18°C) or below. If the product is frozen to the point that a bimetallic thermometer cannot be pushed into the product and there does not appear to be significant surface thawing or crystallization the product shall be considered acceptable. These factors shall be considered due to the lack of proper equipment for drilling frozen item.

c. Age at delivery in the frozen state:

(1) Beef shall be delivered no more than 12 months after the date of pack.

(2) Poultry shall be delivered no more than 12 months after the date of pack.

(3) Pork shall be delivered no more than 12 months after the date of pack.

(4) Lamb and veal be delivered no more than 12 months after the date of pack.

NOTE: If the manufacture, slaughter or expiration date is stamped, not embossed on the box, the Health Certificate from origin shall be available for verification by the inspecting U.S. Army Veterinary Representative.

4. **FROZEN WATERFOODS:**

a. Temperature at delivery 0°F (-18°C) or below and shall be checked using the guidance reference previously in paragraph II.3.a.

b. Age at delivery in the frozen state:

(1) Seasonal packed items shall be delivered no more than 12 months after the date of pack.

(2) Oysters shall be delivered within 6 months of shucking/freezing.

(3) Shrimp shall be delivered within 180 days, of packaging/freezing.

c. General Guidance: All items shall be delivered in excellent condition, practically free of parasites, and show no evidence of mishandling.

5. **SHELL EGGS:**

a. Shell eggs shall be cleaned and free of damage (broken, cracked, leaker, etc.,). The U.S. Army Veterinary Representative shall recommend rejection of eggs with excessive dirt or feces.

NOTE: A small quantity of dirt is allowed on eggs delivered from plants that are only approved for unwashed eggs, small defined as having relatively little size or slight dimension.

b. Fresh shell eggs delivered directly from the farms within 48 hours of production may be delivered in unrefrigerated vehicles that are covered. The vehicles must meet all the requirements listed in Section I, par. 2. Boxes shall be marked with the date of production with the vendor's name and address.

c. Chilled fresh shell eggs that are procured from food distributors shall be delivered in refrigerated vehicles and shall be delivered within 15 days from the date of packaging. Internal temperature of eggs at delivery must be 41°F (5°C) or below.

6. **BAKERY PRODUCTS:**

a. Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined.

b. Bakery products shall be delivered within 48 hours from the date of production. Frozen bakery products shall be delivered within 6 months from the date of production, (SL 12 months), and in a refrigerated truck with a temperature of 0°F (-18°C).

SECTION III. SPECIFIED ANCHORAGE DELIVERIES

1. Due to the special circumstances associated with anchorage deliveries, the following exceptions are authorized, but shall not relieve the contractor or the BPA holder of any other requirements in the Quality Assurance Provisions unless specifically listed below:

a. Dairy products may be delivered in non-refrigerated containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. When a refrigerated unit is not used, the dairy products shall be packed in special containers that hold multiple units of product (bi-wall/tri-wall boxes), with dry ice based on the product weight to maintain internal temperature of 41°F (5°C). The special container shall be packed to allow air circulation within. Dairy products shall be given the highest priority for loading/off-loading upon receipt.

b. FF&V may be delivered in unrefrigerated containers in the most expeditious manner to ensure the least amount of exposure to high temperatures.

c. Miscellaneous frozen products may be delivered in non-freezer containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. Frozen items shall be packed with dry ice based on the product weight to maintain frozen state. The special container shall be packed to allow air circulation within. Although slight temperature deviations may occur, proper packaging and sufficient quantities of dry ice shall preclude excessive temperature deviations and thawing. Any item showing sign of thawing shall be rejected.

2. Although special considerations are authorized in anchorage deliveries, no exceptions have been authorized or shall be accepted for reduced sanitary standards, including the sanitation of the vehicles, boats, and shipping containers. The reuse of containers to transport products with dry ice is authorized as long as the container is sanitary and serviceable.

3. No deviations to these Quality Assurance Provisions are authorized without prior written approval from the Contracting Officer and U.S. Army Veterinary Representative. Deviations shall be granted prior to quotes being accepted and only for the particular delivery in question.

APPENDIX A, PERISHABLE FOODS, TO ATTACHMENT 8 (QA PROVISIONS)

The following are requirements that apply to this contract:

PERISHABLE SUBSISTENCE COMPATABILITY GROUPS
(Extracted From DLAM 4145.12/ TM 38-400, April 1994)

Group 1

Temperature: 32° to 34°F (1° to 1°C).
Relative humidity: 90 to 95 percent.

Atmosphere: Normally used on berries and cherries only -10 to 20 percent CO_2.
Ice: Never in contact with commodity.

Note: Most members of this group not compatible with Group 6a or 6b because ethylene production by Group 1 can be high, and thus harmful to members of Group 6a or 6b.

Apples (except those varieties listed in Group 3)
Apricots
Berries (except cranberries) Cherries.
Figs (not with apples, danger of odor transfer to figs; also see Group 6a)
Grapes (not fumigated with surfer dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages).
Peaches
Pears
Persimmons Plums and Pomegranates
Quinces

Group 2

Temperature: 55° to 65°F(13° to 18°C)
Relative humidity: 85 to 95 percent.
Ice: Never in contact with commodity.
Avocados
Bananas
Eggplant {also see Group 5)
Grapefruit [1]
Guava
Limes
Mangoes
Muskmelons, other than cantaloupes
Casaba
Crenshaw
Honey Dew
Persian
Olive, fresh
Papayas
Pineapples {not with avocados, danger of avocados' odor absorption)
Tomatoes, green
Tomatoes, pink {also see Group 4)
Watermelons (also see Group 4 and 5)

Group 3

Temperature: 36° to 41°F (2°to 5°C).
Relative humidity: 90 to 95 percent: cantaloupes about 95 percent.
Ice: In contact with cantaloupes.
Apples (Grimes Golden and Jonathan (both, certain areas), Yellow Newton (California) and Mclntosh
Cantaloupes
Cranberries
Lemons [1] (use 50 to 55°F for more than a month)
Lychees (also see Group 4)
Oranges 1(Florida or Texas)
Tangerines

Group 4

Temperature: 40° to 45°F (4° to 7°C): beans 38° to 42°F (3° to 6°C).
Relative humidi1y: About 95 percent
Ice: Never in contact with commodity.
Beans snap
Lychees (also see Group 3)
Okra
Oranges [1] (California or Arizona)
Pepper; green (not with beans)
Pepper, red (if with green peppers, temperature adjusted toward top of range)
Squash, summer
Tomatoes, pink (also see Group 2)
Watermelons (also see Groups 2 and 5)

Group 5

Temperature: 50° to 55°F (10° to 13°C): ginger not below 55°F.
Relative humidity: 85 to 90 percent.
Ice: Never in contact with commodity.
Cucumbers
Eggplant (also see Group 2)
Ginger (not with eggplant, also see Group 7)
Potatoes (late crop)
Pumpkin and Squashes, winter
Watermelon (temperature adjusted for other members of the group; also see Groups 2 and 4),

Group 6a

This group, except for figs, grapes and mushrooms, is compatible with Group 6b
Temperature: 32° to34°F (0° to 1°C)
Relative humidity: 95 to 100 percent.
Ice: Never in contact with asparagus, figs, grapes, and mushrooms
Artichokes
Asparagus
Beefs, red
Endive and escarole
Figs (also see Group 1)
Grapes (not furnished with sulfur dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages)
Greens
Leek (not with figs or grapes)
Lettuce
Mushrooms
Parsley
Parsnips
Peas
Rhubarb
Salsity
Spinach
Sweet Corn
Watercress

Group 6b

This group is compatible with Group 6a, except for figs, grapes and mushrooms.

Temperature: 13°to 13°F (0° to l°C)
Relative humidity: 95 to 100 percent
Ice: Contact acceptable for all
Broccoli
Brussels sprouts
Cabbage
Cauliflower
Celeriac
Celery
Horseradish Kohlrabi
Onions green (not with rhubarb. Figs, or grapes; probably not with mushrooms or sweet corn)
Radishes
Rutabagas
Turnips

Group 7

Temperature: 5° to 65°F (13° to 18°C)
Relative humidity: 85 to 90 percent.
Ice: never In contact with commodity.
Ginger (also see Group 5)
Potatoes, early crop (temperatures adjusted for others)
Sweet Potatoes

Group 8

Temperature: 32°to 34°F (0° to 13°C)
Relative humidity: 65 to 70 percent.
Ice: never in contact with commodity.
Garlic
Onions dry

[1] Citrus fruits -Biphenyl fungicide may impart off odors to other commodities

The above information was extracted from Lipton, W.J. and J. M. Harvey, Compatibility of Fruits and Vegetables During Transport in Mixed loads, US Department of Agriculture Research Service, ARS51- 48 (September 1972).

Appendix B - <u>CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD</u>

Microbiological criteria for dairy products[1,2]

Product(s)	Standard Plate Count (SPC) (See notes 3&4)	Coliform count (See note 4)	combined yeast and mold count (See note 4)	Preliminary incubation count (See note 5)
Aseptically processed and packaged Milk and milk products	0 per ml (See notes 6&7)		0 per ml (See note 6)	0 per ml (See note 6)
Buttermilk and acidophilus milk		10 per gram		
Cottage cheese		10 per gram		10 per gram
Cream, sour cultured		10 per gram		10 per gram
Grade A pasteurized milk and milk products	20,000 per ml		10 per ml	200,000 per ml

Ice cream products, flavored, fruit and / or nuts	50,000 per gram	20 per gram	
Ice cream products, vanilla and plain flavored	50,000 per gram	10 per gram	
Frozen dessert mix:			
Vanilla flavor	50,000 per gram	10 per gram	10 per gram
other flavors	50,000 per gram	20 per gram	10 per gram
Yogurt, chilled		10 per gram	
Yogurt, frozen, plain		10 per gram	
Yogurt, frozen, flavored		20 per gram	
Yogurt, soft serve mix		10 per gram	

Notes:
1. Phosphates as specified in the PMO.
2. Products shall be free of antibiotic or pesticide residues or below the action levels established for such residues by the applicable Federal Regulatory Agency. Antibiotic residue testing shall be by the method described in the PMO. Examinations and test to detect adulterants, including pesticides, shall be conducted by methods recognized by the applicable Federal regulatory agency.
3. Not applicable to cultured products.
4. All counts are maximum allowed standards.
5. Samples must be received within 72 hrs of pasteurization. Preliminary incubation test is used as a determination of keeping quality.
6. Nonconformance's will be considered an imminent health hazard.
7. Either aerobic or anaerobic SPC.

Microbiological criteria for Environmental Swabs[1,2]

	Aerobic Plate Count (APC)	Coliform Count	ATP (RLU) Counts
Environmental swab	100 per 50 sq cm	10 per 50 sq cm	See Note 3

Notes:
1. Microbiological counts can be used as an index for evaluating the sanitation status of processing equipment and the facility.
2. All counts are maximum recommended limits.
3. Relative Light Units (RLU) are directly correlated to log cfu/sq cm . RLU maximum tolerances are dependent upon the manufacturer of the ATP bioluminescence reader. Follow manufacturer's instructions for RLU limits.

Microbiological criteria for Fish, fresh or frozen, including shellfish

Counts[4]	m	M
Aerobic Plate Count (APC)	5,000 per gram	1,000,000 per gram
E. coli	10 per gram	500 per gram
Staphylococcus aureus	100 per gram	1,000 per gram

Vibrio parahaemolyticus [1]	10 per gram	100 per gram
Vibrio vulnificus[2,3]	Zero (0) Tolerance	
Salmonella[2]	Zero (0) Tolerance	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Used for oysters and fish designed to be consumed raw.
2. No viable pathogen in a 25 gram sample.
3. Limit is established as non-detectable depending on method used and detection limit.
4. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Fruit Juice, Fresh or Frozen

Product(s)	Standard Plate Count (SPC) [3] m	Standard Plate Count (SPC) [3] M	Coliform count	Combined Yeast and Mold count
Aseptically processed juice[1]	0		0	0
Pasteurized Juice[2]		20,000 per ml	20 per ml	200 per ml
Non-Pasteurized Juice[4]	50,000 per ml	100,000 per ml		

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Must be labeled as aseptically processed and process must be verified.
2. Must be labeled as pasteurized.
3. Plate count limits for juices, except for aseptically processed juice, are used as a quality indicator and may assist in determining keeping quality and/or shelf life.
4. Non-pasteurized juice is not approved for US Armed Forces Procurement.

Microbiological criteria for Kimchee [1,3,4]

Counts [9]	m	M
Coliform (MPN)	10 per gram	
Clostridium perfringens	100 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Pseudomonas ssp [7]	200 per gram	

Streptococcus ssp [7]	10 per gram	
Listeria monocytogenes[8]	0	
Salmonella ssp[2,8]	0	
Vibrio ssp[5,8]	0	
Salt %	≥ 2.5/wt	≤ 3.5/wt
pH	≥ 4.2	≤ 4.7
Polygalacturonase [6]	Negative	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Products containing monosodium glutamate (MSG), nuts or nut oils must be labeled appropriately to reflect potential allergenic contents.
2. Only for varieties containing meat or poultry, sprouts, watercress or melon.
3. Varieties of Kimchee include, but are not limited to: Vegetables: winter, spring, cucumber, wrapped, Yolma, Chang, radish (Nabak), white (Pak), western-cabbage, pony-tail radish (Chonggak), eggplant, green onion, pumpkin, spinach, leek, green pepper; Chanachi: radish, green pepper, cucumber, garlic cabbage; Kaktagi: radish, radish and oyster Kaktuki; Tong Chimi;: radish tongchimi; Shikhae: chicken, andong, Alaskan Pollock shikhae.
4. All Kimchee products must be delivered and stored refrigerated with a definitive shelf life marked on each container.
5. Only for varieties containing fish or seafood ingredients.
6. Polyglacturonase activity is an indicator of overripening and spoilage, inferring the possible presence of Bacillus subtilus, Saccaromyces fragilis, Candida pseudotropicalis, Oospora lactis, Asperfillus ssp., and Penicillium ssp.
7. Excessive acidification may be due to high counts of these organisms; this is an indicator of very poor quality product.
8. Zero tolerance pathogens.
9. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Retail Ground Beef, Beef Trimmings, Ground Pork , Poultry (Chilled or Frozen)		
Counts	m	M
Aerobic Plate Count (APC)	100,000 per gram	1,000,000 per gram
Fecal Coliform	50 per gram	500 per gram
Total coliform	100 per gram	1,000 per gram
E. coli	10 per gram	< 110 per gram
Coagulase Positive Staph	<100 per gram	500 per gram
Salmonella species	Zero (0) Tolerance[1]	
E.coli O157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.

Microbiological limits for Sandwiches, Prepared Salads and Spreads, Bagged Salad, and Cut Vegetables [4]		
Counts[3]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli most probable number (MPN)	3 per gram[2]	10 per gram
Coliform (fecal)	10 per gram	100 per gram
Yeast and mold count	200 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Campylobacter jejuni	Zero (0) Tolerance[1]	
Salmonella species	Zero (0) Tolerance[1]	
Listeria moncytogenes	Zero (0) Tolerance[1]	
E. coli 0157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that "M" are of marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. No viable pathogen in a 25 gram sample.
2. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
3. Products may not be examined for all microbial characteristics as listed above. Contact laboratory if specific tests are required.
4. Tuna, chicken, ham and egg salads are tested the same, regardless whether on bread or submitted in tubs, buckets or other retail containers.

Microbiological criteria for Soft Serve Ice (cream) Milk and Soft Serve Yogurt at the retail/user level[2]		
Counts	m	M
Standard plat count [1]	50,000 per gram	250,000 per gram
Coliform	10 per gram	100 per gram
Combined Yeast & Mold		100 per gram

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
Standard Plate Count (SPC) does not apply to yogurt products.
Soft serve and Yogurt machines.

Microbiological limits for Tofu		
Counts[2]	m	M

Aerobic plate count (APC)		100,000 per gram	1,000,000 per gram coli (MPN)
<3 per gram	10 per gram		
Staphylococcus aureus		100 per gram	1000 per gram
Salmonella species[1]		Zero (0) Tolerance[1]	
Listeria moncytogenes[1]		Zero (0) Tolerance[1]	
Yersinia entercoliticus[1]		Zero (0) Tolerance[1]	

Legend:
m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. Products may not be examined for all microbial characteristics as listed above.

Microbiological and Chemical criteria for Bottled Water[1] and Vending Machine Water[2] and Ice

Counts	m	M
Coliform	0 per 100 ml	
Coliform (bottled water)	0 per 250ml	
Heterotrophic Plate Count [5]	1000 per ml	100,000 per ml
Pseudomonas aeruginosa	Zero (0) Tolerance	
Flouride[2]		
Arsenic[2]		
Trihalomethanes[2]		
Chlorine[2]		
Dissolved Solids[4]		
Silver [3]	None Detectable	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Bottled water is tested IAW the specific limits set forth by the Code of Federal Regulations (CFR) and current Environmental Protection Agency (EPA) regulations.
2. Vending machine water requirements are from the Association of Food and Drug Officials Model Code, 1997; Ice standards are derived from the International Packaged Ice Association. These are the minimum tests required for Vending Machine water.
3. Current published regulatory limits apply.
4. Only those machines utilizing silver impregnated carbon filters. Dissolved solids measurements are for vending machines labeled "Purified".
5. Ice and water derived from well water or surface water sources marketed at retail have higher allowable HPC limits. See current guidelines established in the CFR.

Microbiological criteria for Retail/User level Pre-packaged Deli and RTE Products[4]

Product(s)	APC[3]	Listeria spp.[2]	Salmonella[2]	Coliform[2]	E.Coli O157:H7

Luncheon Meats, frankfurters, Beef, poultry & pork	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance
Cheese, soft and hard	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Pasteurized, liquid, frozen or Dried egg	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Pizza topping (meat & cheese)	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Dried meats sticks, jerky [1]	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance

Notes:
1. Yeast and mold combined count should not exceed 100 /g.
2. No viable pathogen in a 25 gram sample. All counts are maximum allowable limits.
3. See Table Below for APC values in RTE Products.
4. Includes all like type/style products not otherwise listed.

Additional Microbiological limits for Commercial (Food Court Style) RTE Products[2,4]

Counts	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli (MPN)	3 per gram [3]	10 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
E. coli 0157:H7[1]	Zero (0) Tolerance[1]	
Campylobacter jejuni	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. This table is primarily designed for hot food lines.
3. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
4. Products may not be examined for all microbial characteristics when submitted. These values are primarily used when conducting food borne illness investigations and overall quality characteristics.

PART VI - Summary of Directory Listing Requirements

Federal Supply Class (*Note 1)	Listing Required	Listing Not Required
8905 (*Notes 2, 3)	All fish, meat, poultry, and shellfish, including:	Crabs, live.
	Buffalo meat.	Crawfish, live.
	Fish, canned.	Fish, fresh or frozen, whole and/or eviscerated, head on or off, unscaled, unpackaged.
	Fish, fresh or fresh smoked, modified atmospheric packaged.	
	Fish, fresh or frozen, packaged.	Lobster, live.
	Herring, pickled.	Shrimp, fresh or frozen, whole or head off.
	Quail.	

	Rabbits.	
	Salmon, smoked.	
	Squid.	
8910	All dairy foods and eggs, including:	Chocolate drink mix, non-dairy.
(*Notes 4, 5)	Cream, sterilized.	Powdered dairy mixes.
	Creamer, coffee, dairy.	Toppings, non-dairy.
	Dairy soft serve mixes.	
	Desserts/puddings, frozen.	
	Egg nog, canned.	
	Egg substitutes.	
	Italian ices.	
	Topping, real cream.	
	Yogurt, fresh or frozen.	
8915	All pre-cut pre-packaged minimum processed fresh	All unprocessed fruits and
(*Note 7, 8)	fruits and vegetables.	vegetables.
	Kimchee.	Olives.
	Mushrooms, whole and sliced.	Fruit juices and nectars, shelf stable
	Salads, non-meat, with or without dressing	or frozen concentrate.
	(not USDA listed).	
	Vegetable sprouts.	
	Fruit juices and nectars, refrigerated.	
8920	Bakery and cereal products (baked and unbaked, fresh	All other bakery products, including:
(*Notes 6, 9)	and frozen), specifically:	Bagels.
	Croissants.	Batter mix, dry.
	Doughnuts	Biscuits, canned.
	Egg roll wrappers.	Breads, rolls, and buns.
	Flour and corn tortillas.	Cake mix, dry.
	Wet pasta (noodles).	Cakes, unfilled.
	Pastries.	Cookie mix, chilled or dry.
	Pies.	Cookies, unfilled.
	Soft pretzels.	Crackers.
	Won ton wrappers.	Cupcakes, unfilled.
	Filled bakery items.	Dough, frozen or chilled.
		Dumplings, frozen.
		English muffins.
		Flour.
		Fruitcakes.
		Melba toast.
		Muffins
		Pancake batter, frozen.
		Pancake/waffle mix.
		Pasta, dry (noodles).
		Pizza crust.
		Taco shells.
		Toaster pastries.
		Pie crusts, unfilled.
		Waffles, frozen.
8925		All confectionery, nuts, and sugars.
8930		All jams, jellies, and preserves.
8935		Bouillon and soups.
8940	Dietary foods and specialty preparations,	All other dietary and specialty
(*Notes 2, 3, 4, 5, 10)	specifically:	preparations, including:
	Fish, meat, poultry, dairy, egg, and shellfish products.	Baby formula, canned.
	Pickled eggs.	Chips, nacho or potato.
	Frozen dinners.	Creamer, coffee, imitation (non-

	Pudding novelties, frozen or chilled.	dairy).
	Tofu.	Dips.
		Nacho cheese, canned.
		Nutri-why.
		Popcorn.
		Puddings, canned.
8945		Fats and food oils, including margarine
8950		All condiments and related products, including:
		Salad dressings.
		Mexican salsa)
8955		All cocoa, coffee, and tea.
8960	Beverages, nonalcoholic; specifically:	All other nonalcoholic beverages, including:
	Ice.	Dry ice.
	Bottled water.	Fruit drink mix containing no fruit juices.
8965		Non-MRE beverages, alcoholic.
8970 (*Note 2)	MRE food composite packages	Non-MRE composite food packages.
8975		All tobacco products.

*Notes:

1. For complete item listing within each class of the 8900 (subsistence) Federal Supply Class (FSC) Group, refer to Federal Supply Catalog C8900-SL, Stock List--FSC Group 89 Subsistence.
2. Meat and poultry establishments listed in the *USDA Meat and Poultry Inspection Directory* may serve as sources of meat and poultry items as indicated. These products must bear the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to meat or poultry inspection acts must also be Directory listed for those items.
3. Directory listing is not required for establishments on the Interstate Certified Shellfish Shippers List (ICSSL). Fish, fresh or fresh smoked, modified atmospheric packaged (when distributed in a chill state) must be Packed Under Federal Inspection (PUFI) by the USDC or listed specifically in this Directory. Establishments supplying other fish products must be Directory listed unless listed by the United States Department of Commerce (USDC) in the *USDC Approved List of Fish Establishments and Products*.
4. Directory listing is not required for shell egg sources listed in the *Directory of Grading Offices and Plants Operating Under USDA Poultry and Egg Grading Programs.* Establishments listed in the *USDA Meat and Poultry Inspection Directory* for dried or liquid/frozen egg products may serve as sources for those products, as coded.
5. Establishments having a pasteurized milk compliance rating of 90 percent or higher, certified by a State milk sanitation officer, and listed in the *Sanitation Compliance and Enforcement Rating of Interstate Milk Shippers (IMS) List* may serve as sources of milk and milk products, as listed. Listing in this Directory is mandatory to serve as a source of other milk and milk products and/or frozen dessert items. Establishments listed in the *Dairy Plants Surveyed and Approved for USDA Grading Service* may serve as sources of manufactured or processed dairy products as listed by product code. Those operations denoted with "P" codes (packaging and processing) must be Directory listed when providing ungraded manufactured or processed dairy products.
6. Directory listing is not normally required for semiperishable and nonanimal origin ingredient sources for items such as ready-to-eat bakery products and ice cream.
7. Establishments processing ready-to-eat, chilled, and prepared non-meat salads (such as potato, egg, tuna, chicken, turkey, ham, bean, macaroni, or cole slaw) must be Directory listed.
8. Only pasteurized juices are authorized for purchase by the DOD.
9. Directory listing for natural and artificial cream or fruit filled pie crusts, cakes, and cookies is not required if the finished item will not support pathogenic microbial growth.
10. Establishments producing finished products containing less than 3 percent by weight components of animal origin may be exempted from Directory listing by the command publishing this Directory.

Attachment 12 - FLOATING LINE OF DEMARCATION SPECIFICATIONS

The following are Floating Line of Demarcation (FLD) Specifications used for this contract:

1. The Contractor shall provide a FLD to identify a restricted area in the water of approximately 330 feet (100 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. The FLD is to help identify a safe standoff zone.

2. The size of the FLD will depend on the class of ship. Pier side, the FLD should be positioned 330 feet (100 meters) fore and aft of the ship and 330 feet (100 meters) out into the water from the ship. If sufficient space is not available then the FLD will be positioned as far as possible from the ship. At anchorage, the FLD will be positioned 330 feet (100 meters) outside the swing radius of the ship.

3. There are two types of FLDs that are currently authorized.

3.1. Continuous Line FLD – If allowed by the Port, the Contractor shall provide a Continuous Line FLD per the specifications listed below.

3.1.1. The FLD must fully enclose ships at dockside or at anchorage. The FLD will have an Entry Control Point (ECP) where the FLD may be opened up when authorized watercraft require access to the ship. The Contractor will provide a boat and crew to open up and close the FLD at the ECP.

3.1.2. Specifications:

3.1.2.1. Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable ECP for access.Floatation devices positioned every meter on the line.

3.1.2.2. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing strobe lights (standing at least one meter high above the water) and positioned every 75 meters along the line.

3.1.2.3. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the FLD. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD intact at all times regardless of sea conditions. Failure of the system to remain in place may result in deductions to the invoice.

3.2. Buoy System FLD - This is an acceptable alternative to the Continous Line FLD requirement. Some Ports may require the buoys to be temporarily moved and replaced if a commercial ship requires the water space. Whether continuous line FLD or buoy system FLD is ordered and provided, billing shall be at the single rate specified in the Attachment 2 schedules for the ‘Floating Barrier/Line of Demarcation‘ under LLIN XX12AF.

3.2.1. The Contractor shall provide a Buoy System FLD per the specifications provided below.

3.2.2. The Contractor shall provide a Buoy System FLD to identify a restricted area around ships. The purpose of the Bouy System FLD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 100 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible on both ship and shore based radar. The Picket Boats will patrol outside of this visual reference. The Buoy System FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) workboats to tend to the Buoy System FLD at all times.

3.2.3. Provide the system with weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

Attachment 13 - PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

1. The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

2. The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

3. Ships at anchorage will normally require two Picket Boats.

4. The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate Lot Line Item in the contract.

5. The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

6. The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

7. The Picket Boat will meet the following requirements:

7.1. Licensed for commercial operations by local country Department of Transportation.

7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

7.4. If a deckhand crewmember is required, only qualified personnel are used.

7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

7.11.4. Portable Spotlight

Attachment 14 - SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

    1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

    1.2. Security guards may be provided through private security firms or through local police officials.

    1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

    1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

    1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pierside:

    2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

    2.2. All pierside guard services will be performed within the parameters of local Laws and Regulations.

    2.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

    2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

    2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

    2.6. The following equipment will be required as a minimum for each guard:

        2.6.1. Uniform as provided by contractor or authorities;

        2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. ROEs Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats:

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2 If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3 The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4 As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

Attachment 15 - FUEL SPECIFICATIONS

The following are the Fuel Specifications for this contract:

SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	**Requirement**	**Text Method**
Appearance, @ 25ºC or ambient temperature whichever higher	Clear, bright and free of vis particulates	D 4176 1/
Demulsification, @ 25ºC, minutes (max)	10	D 1401 2/
Density, @ 15ºC, kg/m^3 (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, ºC 50% point, ºC 90% point, ºC, (max) end point, ºC, (max) Residue º Loss, % vol., (max)	 Record Record 357ºC 385ºC 3.0	D 86 3/
Cloud Point, ºC, (max)	-1ºC	D 2500
Color, (max)	3	D1500
Flash Point, ºC, (min)	60ºC	D 93 4/
Particulate Contamination, mg/liter, (max)	10	D 5432 5/
Pour Point, ºC, (max)	-6ºC	D 97
Viscosity, @ 40ºCm mm^2/second	- 1.7 - 4.3	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100ml	1.5	D5304 (R), D 2274 6/
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664
Aniline Point, ºC, (min)	60ºC	D 611
Ash, % wt., (max)	0.005	D 482
Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 7/
Corrosion, @ 100ºC, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min) Cetane Index, (min)	42	D 613 (R), D 976 8/
Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 26
Trace Metals, ppm, (max) Calcium Lead Sodium plus Potassium Vanadium	 1.0 0.5 1.0 0.5	D 3605 9/
Additive Names and Dosages	Record	

1. If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709, 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains visible sediment or particulate matter, but meets the requirement of 10 mg/1 (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.

2. The demulsification text shall be conducted in accordance with the following exceptions:

(a) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.

(b) The test temperature shall be 25ºC.

(c) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute.

3. As the end point of the distillation is approached, if either a thermometer reading of 385ºC or a decomposition point is observed, discontinue the heating and resume the procedure as directed in ASTM D 86.

4. The flash point value is the absolute and no value less than 60ºC is permissible.

5. A one-liter minimum sample shall be used.

6. ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours to 40 hours.

7. When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fuel, without the cetane improver.

8. Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified in Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.

9. Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of the inspection authority.

Minimum Requirements for Purchases of Commercial Distillate Fuels ((Navy) Marine Gas Oil) for Bunkers

The following minimum requirements have been established for use when buying fuel (gas oil - 100% distillate) from commercial sources when F76 is not available. Marine Gas Oil is not acceptable as cargo fuel on Navy Oilers.

TEST	**METHOD**	**REQUIREMENTS**
1. Cetane Number	ASTM D 613	45 min
or		
Cetane Index	ASTM D 976	45 min

Note: A cetane index of 41 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exce maximum of 338ºC. A cetane number of 40 or above, but less than 45, is acceptable provided the 90% Distillation Po does not exceed a maximum of 338°C.

2. Appearance @ 21ºC or ambient temperature (whichever higher)	Visual	Clear & Bright
or		
Water and Sediment	ASTM D 2709	0.05% max
3. Distillation. 90% Point	ASTM D 86	375ºC max
4. Flash Point	ASTM D 93	60ºC min
5. Pour Point	ASTM D 97	Report

6. Cloud Point	ASTM D 2500	-1.1ºC (30 °F)
7. Viscosity @ 40ºC	ASTM D 455	1.7 - 4.5 CST
8. Color	ASTM D 1500	3 max
9. Gravity	ASTM D 1298, D 287	Record
10. Carbon Residue	ASTM D 524	0.35% max
11. Ash	ASTM D 482	0.01% max
12. Sulfur	ASTM D 129, D 1552 D2622	1.00% max
13. Copper Corrosion	ASTM D 130	3 max

C16.23-2 COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC JAN 1998)

Offered product shall conform to the following requirements which are suitable for Marine Gas Turbine.

	TEST	METHOD	REQUIREMENTS
1.	Cetane Number	ASTM D 613	42 min
	or		
	Cetane Index	ASTM D 976	43 min
	NOTE: A Cetane Number of 40 minimum, or a Cetane Index of 41 minimum, is acceptable provided the 90 Percent Distillation Point does not exceed a maximum of 338^{O}C.		
2.	Appearance @ 21^{O}C or ambient temp. (whichever higher)	Visual	Clear & Bright
	or		
	Water & Sediment	ASTM D 2709	0.05 vol % max.
3.	Distillation, 90% point	ASTM D 86	357^{O}C max.
4.	Flash Point	ASTM D 93	60^{O}C min
	NOTE: The flash point value is absolute and no value less than 60^{O}C is permissible.		
5.	Cloud Point	ASTM D 2500	-1.1^{O}C (30^{O}F) max.
	NOTE: Cloud Point results will be evaluated based upon bunkering location.		
6.	Viscosity @ 40^{O}C	ASTM D 445	1.7 - 4.5 cst
7.	Color	ASTM D 1500	3 max.
	NOTE FOR DOMESTIC ITEMS: This Color test requirement is deleted if red dye has been added in compliance with U.S. Environmental Protection Agency or Internal Revenue Service regulations; however, the resulting fuel/dye blend must have a red tint. It shall not be visually brown or darker in appearance.		
8.	Density @ 15^{O}C	ASTM D 1298	876 kg/m^3 max.
9.	Carbon Residue on 10% bottoms	ASTM D 524 ASTM D 189	0.35 mass % max.
10.	Ash	ASTM D 482	0.01 mass % max.

11.	Sulfur	ASTM D 4294, ASTM D 1552, or ASTM D 2622	1.0 mass % max.
12.	Corrosion	ASTM D 130	3 max.
13.	Distillate Fuel (fuel shall contain no residual)	None	100%

C36 FUEL OIL, INTERMEDIATE, GRADES RMB-10 (IFO 60)/RME-25 (IFO 180)/RMG-35 (IFO 380) (DESC MAY 1997)

Product shall conform to ISO 8217:1996 or ASTM D 2069-91. Product conforming to ASTM D 2069-91 shall meet the following additional requirements:

REQUIREMENTS	**GRADE RMB-10 (IFO 60)**	**GRADE RME-25 (IFO-180)**	**GRADE RMG-35 (IFO 380)**	**GRADE TEST METHOD**
Density @15°C, kg/m^3, max	981.0	991.0	991.0	ISO 3675/12185
Aluminum plus silicon, mg/kg, max	80	80	80	ISO 10478
Total Sediment, potential, %(m/m), max	0.10	0.10	0.10	ISO 10307-2

Attachment 16 - WATER TAXI SPECIFICATIONS

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxi specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated NAVSUP Fleet Logistics Center Yokosuka or its sites' Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor, the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including COMPACFLT.

5. COMSEVENTHFLT Specifications:

5.1. Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the respective countries. Notwithstanding compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

5.1.1. Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

5.1.2. Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

5.1.3. The following information shall be conspicuously posted in both English and (the appropriate foreign language):

5.1.3.1. Current Operator's/Captain's license and boat names.

5.1.3.2. Passenger/weight capacity limit notice.

5.1.3.3. Location of life jackets and other life saving equipment.

5.1.3.4. Location of all exits indicated in large letters.

5.1.3.5. Emergency procedures

5.1.4. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

5.1.5. Operation of the boat shall be in a safe and seaworthy manner.

5.1.6. The consumption of alcoholic beverages shall not be permitted aboard the boat.

5.2. Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by the respective countries for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

5.3. Security: During the term of this contract the ship(s) to be serviced (insert ship name if purchase order) agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

5.4. Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

5.5. Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

5.5.1. Hull

5.5.1.1. Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures.

5.5.1.2. Superstructure, including masts and stacks.

5.5.1.3. Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.

5.5.1.4. Provisions for drainage of sea water from exposed decks over the side and not into the bilges.

5.5.1.5. Access/egress points- adequacy of number and location.

5.5.2. Machinery

5.5.2.1. 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.

5.5.2.2. Main propulsion and auxiliary machinery essential to operation of boat.

5.5.2.3. Sea and bulkhead closure valves.

5.5.2.4. Bilge auction strainers and dewatering systems-bilge pump to be tested by operation

5.5.2.5. Bilges free of flammable liquids

5.5.3. Electrical

5.5.3.1. Cables.

5.5.3.2. Navigation, deck, and emergency lights.

5.5.3.3. Rotating electrical machinery; e.g., generators and motors --Storage batteries

5.5.4. Lifesaving equipment

5.5.4.1. Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.

5.5.4.2. Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.

5.5.4.3. First aid kits, life rings and distress lights.

5.5.4.4. Distress signaling devices

5.5.5. Fire fighting equipment

5.5.5.1. Fire pump - test by subjecting fire hose(s) to fire pump pressure.

5.5.5.2. Portable fire extinguishers.

5.5.5.3. Fixed systems, e.g., C02 cylinders.

5.5.6. Steering apparatus

5.5.7. Miscellaneous systems and equipment

5.5.7.1. Harbor charts.

5.5.7.2. Ground tackle and mooring lines.

5.5.7.3. Whistle/fog horn, bell.

5.5.7.4. Lighted compass.

5.5.7.5. Radar.

5.5.7.6. 2-way radio capable of Bridge-to-Bridge communications.

5.5.7.7. Current license.

5.5.7.8. Operator qualifications.

5.6. Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement-is that contained in paragraph 4.7 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

5.7. Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

5.7.1. Safety of operations. Insure the following are present and in working condition:

5.7.1.1. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.

5.7.1.2. Fire extinguishers sufficient for the size of the vessel operated.

5.7.1.3. Radio (with battery backup) capable of Bridge-to-Bridge communications.

5.7.1.4. Anchor/chain sufficiency for the size of the vessel operated.

5.7.1.5. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

5.7.2. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:

5.7.2.1. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

5.7.2.2. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.

5.7.2.3. Ensure no bare or exposed electrical wires or connections are located in the passenger area.

5.7.2.4. Validate that sufficient unobstructed exits are present and marked in English.

5.7.2.5. Verify that no missile hazards, gear adrift, or trip hazards exist.

5.7.3. The following shall be conspicuously displayed, in English:

5.7.3.1. Passenger/weight capacity.

5.7.3.2. Location and number of life jackets.

5.7.3.3. Location of life saving equipment.

5.7.3.4. Locations of exits (if not obvious).

5.8. Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

5.9. If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

Attachment 17 - REQUEST FOR SANITARY INSPECTION

SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
NAVSUP Fleet Logistics Center Yokosuka, Site Singapore
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD, BLDG 7-2
SINGAPORE 759657

Dear Sir:

We are interested in supplying (e.g. specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

Attachment 18 - NATIONAL PRIMARY DRINKING WATER REGULATIONS (NPDWR) TREATED WATER QUALITY STANDARDS

1. Contaminant levels for inorganic chemicals (effective 1 January 1993)

CONTAMINANT	*MCLG (mg/L) [1]*	*MCL (mg/L)*	*AL (mg/L [2])*
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0		.015 [4]
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
TOTAL NITRATE AND NITRITE (AS N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE :	4	4	

(1). Maximum contaminant level goal (MCLG). The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are nonenforceable health goals.

(2) Action level (AL). Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90th percentile" level is greater than 0.015 mg/L).

2. Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 - DICHLOROETHANE	0	0.005
1,1 - DICHLOROETHYLENE	0.007	0.007
PARA - DICHLOROBENZENE	0.075	0.075
1,1,1 - TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.6
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 - DICHLOROPROPANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES (TOTAL)	10	10

3. Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) effective 01 January 1993))

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3- CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S (AS DECACHLORBIPHENYL)	0	0.0005
ALDICARB	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10[(1)]

[(1)]. The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

4. Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites that are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Reference (d) contains sampling requirements for the Navy public water system.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Autoanalysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the multiple-Tube Fermentation (MTF) Technique, and the membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use is included in reference (1).

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, except where the State waives this requirement on a case-by-case basis.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the State may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before, unless the MCL has been violated and the system has notified the State (in which case the State may reduce or eliminate the requirement to take the remaining samples).

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms. Or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements that apply when a sample is fecal coliform-positive.

5. Turbidity The MCL for turbidity applies to both community water systems and noncommunity water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at State option).

b. Five turbidity units (maximum) average for 2 consecutive days.

c. These requirements apply to filtered systems until 29 JUNE 1993. The requirements apply to unfiltered systems that the State has determined, in writing, must install filtration until 29 June 1993 or until filtration is installed whichever is later. After the above dates, consult the latest edition of 40 CFR 141.

6. The MCL for Radiological Contaminants are:

Gross alpha particle activity including radium 226 but excluding radon and uranium . . . . . .15 pCi/L
Combined radium-226 and radium 228 . . .. .5 pCi/L
Tritium . . . . .20,000 pCi/L
Strontium-90. . . . . 8 pCi/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

7. Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

Attachment 19:Host Nation Port Fees Agreements SEVENTH Fleet AOR

General(all countries): United States military aircraft, warships, and auxiliaries (including USNS vessels, afloat pre-positioned force ships, and United States flagged, time-chartered vessels) will not pay taxes, tariffs, fees, or duties in foreign ports. In all cases, the U.S. will be liable to pay for specific services rendered at their request.

Additional country-specific language: Additionally, for the following countries, the described fees, dues, use charges will not be paid by the U.S.:

1. Australia

a. For the United States Armed Forces, use of **public services and facilities** owned, controlled or regulated by the Australian government or its instrumentalities, the terms of use, including charges, shall be no less favorable than those available to other users in like circumstances unless otherwise agreed.

b. The United States government will not pay for landing charges for the use of aircraft in any airport in Australia.

c. United States government will not pay toll charges, including light and harbor dues, for the use of port facilities owned, controlled or regulated by the Australian Government, nor shall such vessels be subject to charges, therefore, at these ports.

d. Chapeau Agreement – 1 Dec 1995 (Paragraph 5): In regard to the provision of logistics support, each Party shall provide, upon request and subject to availability, food, water, billeting, transportation, petroleum, oils, lubricants, clothing, communications services, medical services, ammunition, storage services, training services, repair and maintenance services, spare parts and components, access to and use of facilities, base operations support (including construction incident thereto), airfield and port services, as reflected in written arrangements between our national defense organizations. The furnishing of such support shall create a corresponding obligation to provide cash reimbursement, replacement in kind, or replacement of equal value, which shall be discharged, as may be set forth in a written arrangement. Payment, if required, for the provision of such logistics support, shall be calculated upon such terms as

are most favorable to the recipient under the national laws of the providing Party.

2. Brunei. The United States government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for vehicles, vessels and aircraft operated by or for the United States Armed Forces.

3. Diego Garcia. The United States government will not pay for the use of anchorage or airfields at Diego Garcia for aircraft and ships owned or operated by or on behalf of the Government of the United States (Collection of dues and charges for use of the anchorage and airfields at Diego Garcia which may be levied by the Commissioner shall be his responsibility).

4. Timor Leste. The United States government will not pay landing, navigation, overflight or parking charges, port and pilotage fees, or overland transit fees for vehicles, vessels, and aircraft owned or operated by or for the U.S. Armed Forces while in the Democratic Republic of Timor-Leste.

5. Japan. The United States government will not pay for tolls, fees or landing charges for vessels, vehicles, and aircraft operated by, for, or under the control of the United States for official purposes.

6. Republic of Korea. The United States government will not pay for tolls, fees or landing charges for vessels, vehicles, and aircraft operated by, for, or under the control of the United States for official purposes.

7. Malaysia. The United government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, while in Malaysia.

8. Micronesia and Marshall Islands. The United States government will not pay taxes, fees or other charges associated with the movement of United States Armed Forces aircraft, vessels and vehicles in the Marshall Islands and the Federated States of Micronesia, including access to and use by them of defense sites, ports, harbors and air-fields. However, the United States government will pay for specific services rendered at their request, including materials received at their request in connection with the use of ports, harbors and airfields in the Marshall Islands and the Federated States of Micronesia.

9. Mongolia. The United States government will not pay for navigation, landing, parking or overflight charges, or tolls or other use charges, while in Mongolia.

10. Palau. The United States government will not pay taxes, fees or other charges associated with the movement of United States Armed Forces aircraft, vessels and vehicles in Palau, including access to and use by them of defense sites, ports, harbors and airfields. However, the Armed Forces of the United States and United States contractors will pay for specific services rendered at their request, including materials received at their request in connection with the use of ports, harbors and airfields in Palau.

11. Papua New Guinea. The United States government will not pay for landing or port fees, navigation or overflight charges, including light and harbor duties, for vehicles, vessels and aircraft operated by or for the United States Armed Forces while in Papua New Guinea.

12. Republic of the Philippines. The United States government will not pay landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for vehicles, vessels and aircraft operated by or for the United States Armed Forces while in the Philippines.

13. Russia. The United States government will not pay for landing fees, navigation charges, port charges, tolls and similar charges by the Russian Federation, or any subdivision thereof, for the access and movement of aircraft and vessels operated by or for the Government of the United States of America in connection with United States assistance programs in the Russian Federation.

14. Western Samoa. The United States government will not pay for landing or port fees, navigation or overflight charges, or tolls or other charges, including light and harbor dues for United States Armed Forces vessels, vehicles, and aircraft while in Western Samoa.

15. Singapore. The United States government will not pay for landing fees, port dues, customs inspection fees, navigation or overflight charges, or any other charges for United States Armed Forces vehicles, vessels, and aircraft by Singapore which do not

constitute fair and reasonable compensation for services requested and received.

16. Solomon Islands. The United States will not pay for landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues for United States Armed vehicles, vessels and aircraft while in Solomon Islands.

17. Tonga. The United States will not pay for landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, for United States Armed Forces vehicles, vessels, and aircraft while in Tonga.

Attachment 20:Government Material Available for Use

Table 1 lists the type and location of Government Material available, at the time of contract award, for use in meeting requirements. The order of priority for use of this material is described in the Performance Work Statement paragraph 10.g. The Government provides no warranty that the Government Material listed in Table 1 will be available or usable throughout the period of performance of this contract. Use of this material is intended as a cost-saving measure for the Government where suitable material is available free of charge or at reduced prices to meet contract requirements. Material available from the Host Nation is annotated on the Attachment 2 pricing schedules where this information is available.

Table 1

Country	Port	Material Available	Comments
Japan	Fukuoka	fenders and brows	CFAS Sasebo
Japan	Kagoshima	fenders and brows	CFAS Sasebo
Japan	Miyazaki	fenders and brows	CFAS Sasebo
Japan	Nagasaki	fenders and brows	CFAS Sasebo
Japan	Oita	fenders and brows	CFAS Sasebo
Japan	Shimizu	fenders and brows	CFAY Yokosuka
Japan	Shimoda	fenders	CFAY Yokosuka
Japan	Shimonoseki	fenders and brows	CFAS Sasebo
Japan	Tokyo	fenders and brows	CFAY Yokosuka
Korea	All	2.5 x 3.5M fenders	see schedule comments
Korea	All	40',60',70' brows	see schedule comments
Korea	All	shore power cables	see schedule comments
Korea	Chinhae	fenders and brows	CFAC Chinhae
Singapore	Changi	20 ft brow platform	belong to NRCS
Singapore	Changi	40 ft brow	belong to NRCS
Singapore	Changi	50 ft brow	belong to NRCS
Singapore	Changi	60 ft brow	belong to NRCS
Singapore	Changi	fresh water coupler	belong to NRCS
Singapore	Changi	Potable water hoses	belong to NRCS
Singapore	Changi	Shore Power cables	belong to SUBGRU
Singapore	Changi	Shore Power cables	belong to NRCS
Singapore	Changi	Submarine flyaway kit	belong to SUBGRU
Singapore	Changi	Telephone pier adapters	belong to NRCS
Singapore	Changi	Expeditionary Security Barrier	to be used in lieu of line of demarcation

OTHER CLAUSES REGIONAL

52.237-7023 Continuation of Essential Contractor Services

(a) The Contracting officer has identified all or a portion of the contractor services provided under this contract as essential contractor services in support of mission essential functions. The contractor-provided services that have been determined to be essential contractor services in support of mission essential functions are listed in the Performance Work Statement LINE ITEM XX40 Operations Other Than War.

(b) The contractor shall have a plan after award of this contract or incorporation of this clause in a contract by modification, for continuing the performance of essential contractor services identified in (a) above during a crisis.

(1) The Contractor shall identify in the plan provisions made for the acquisition of necessary personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) The plan must, at a minimum, address-

(i) Challenges associated with maintaining contractor essential services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of necessary personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home; and

(iv) Any established alert and notification procedures for mobilizing identified "essential contractor service" personnel, and

(v) The approach for communicating expectations to the contractor employees regarding their roles and responsibilities during a crisis.

(c) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption. In the event the contractor anticipates not being able to perform due to any of the clauses enumerated in the excusable delay clause of this contract, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts and cooperate with the Government's efforts to maintain the continuity of operations.

(d) The Government reserves the right in such crisis situations to use federal employees of other agencies or contract support from other contractors or to enter into new contracts for essential contractor services. Any new contracting efforts would be conducted in accordance with OFPP letter, "Emergency Acquisitions" May 2007 and FAR and DFARS Subparts 18 and 218 respectively or any other subsequent emergency guidance issued.

(e) This clause shall be included in subcontracts for the essential services.

OTHER CLAUSES

OC-1 Invoices and Payments

(a) Invoice Content

The Contractor shall submit to the ordering officer an invoice that lists all the costs incurred by the ship under the contract during the port visit. The contractor's invoice shall list items priced under this contract and include subcontractor invoices for all other items not priced in the contract. All invoices submitted shall have all supporting documentation (i.e. trash and CHT certificates, delivery tickets signed by ship's personnel, with a legible signature and printed name and rank, port tariff invoices, invoices for items not pre-priced in the contract, and any other

documentation that the supplies/services have been delivered and accepted) and must be submitted in accordance with the paragraph below. The HS Contractor shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from or on-loaded to the ship. **All items listed on the invoices must be detailed as to quantity, contract unit of issue and unit price. Lump sum entries will not be accepted**.

The Contractor shall keep copies of all documentation submitted to the ship for each visit for all supplies and services rendered and quantities invoiced. The Contractor shall keep a copy of all such documentation in one place that will be indicated to the Contracting Officer at the time of contract award. NAVSUP Fleet Logistics Center Yokosuka and its sites' contracting personnel may examine these files at any time during the performance of this contract.

The invoices must be easily identifiable as original (i.e. original signature or stamped as ORIGINAL). If an electronic invoice is authorized, the Contractor must certify on the invoice that it is the first time that the invoice is submitted. If the original invoice has been lost, a copy of the invoice may be submitted. This invoice must be marked as "DUPLICATE COPY" and a signed and dated statement with a contractor's stamp must be made on the duplicate invoice confirming that payment has not been received.

Each invoice must include—

(1) Name and address of the Contractor;
(2) Invoice number and date issued;
(3) Contract number, Contract Line Item Number, Lot Line Item and , if applicable, the Order Number;
(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(5) If appropriate, the shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on a Government bill of lading;
(6) Terms of any prompt payment discount offered;
(7) Name and address of the official to whom payment is to be sent;
(8) Name, title, and phone number of the person to be notified in the event of a defective invoice;
(9) Supporting documentation (i.e. trash and CHT certificates, delivery tickets signed by the ship's personnel, with a legible signature and printed name and rank, and any other documentation that the supplies/services have been delivered and accepted);
(10) The invoice must be correct and complete and without handwritten figures.
(11) Electronic funds transfer (EFT) information.

The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g. FAR 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration), or applicable agency procedures.

EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

If an item is not included on the original invoice, a supplemental invoice shall be issued with the same number followed by alpha suffix (e.g. Invoice No. 0001/03-A). The same requirements for submittal of the original invoice apply to the supplemental invoice.

If an invoice for an item is not available prior to the ship's departure (e.g. cell phone charges, port tariff items, port dues, etc.), the item shall be listed on the invoice with the words "TO BE DETERMINED (TBD)". Once the invoice has been received and the exact amount is known, the Contractor shall issue a supplemental

invoice (with all supporting documentation attached) as "FINAL" for the final payment. TBD invoices shall not be paid until a 'FINAL' invoice is submitted.

It is the Contractor's responsibility to verify with port authorities and concessionaires that there are no pending charges prior to the ship's departure. This is to avoid any possible future invoices that may be submitted for unknown services to the U.S. Government.

When preparing an invoice the term "Miscellaneous" or any similar type description should be avoided. If this is not possible and the Contractor must use the term "Miscellaneous" when submitting an invoice, the Contractor shall provide a detailed list of items purchased and item prices on the invoice.

Invoices not in compliance with these instructions are not considered to be proper invoices and may be rejected.

(b) Invoice Submission

The invoice must be submitted to the listed activities in the following order:

(1) To the ship's Supply Officer or his designated representative one day prior to its sailing date. In the event the Contractor is unable to present any invoice to the ordering ship for payment prior to the departure of the ship, the Contractor shall submit invoices and attempt to obtain payment at the ship's next port of call before the ship leaves the Region.

(2) If unsuccessful, to the Administrative Contracting Officer. In the event the Contractor is unable to present any invoice to the ordering ship prior to its departure from the Region, the invoice must be promptly submitted to the ACO assigned at the time of contract award for each region for payment through DFAS Yokota. In no case should the invoice be submitted beyond 90 days after the ship's departure from the port. The Disbursing Officer will annotate the date the invoices are received for the purpose of calculating any interest due. An exception to the 90-day limit will be given only for charges made by the port authorities or concessionaires, or the host nation authorities, including military authorities. It is the Contractor's responsibility to verify that there are no pending charges and to obtain the invoices from these authorities no later than six months after the ship's departure.

(3) Alternatively, whenever a non-Navy ordering authority orders services under the contract, the Contractor shall submit invoices and all supporting documents to that ordering activity.

(c) Payment of Invoices

Payments under this contract will be made in accordance with the clause FAR 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003).

Payment will be made after delivery and acceptance of supplies or performance and acceptance of services.

"Acceptance" means the act of an authorized representative of the Government by which the Government, for itself or as an agent of another, assumes ownership of existing identified supplies tendered or approves specific services rendered as partial or complete performance of the contract (from FAR 46.101 Definitions).

Bill payment shall be disbursed through one of the following methods, check, purchase card, submission of invoices to a Defense Finance and Accounting Command (DFAS) via regular mail or electronically through Wide Area Work Flow (WAWF).

The Contractor shall present to the ordering officer or SUPPO all pricing that is firm and finalized one-day prior to the ship's sailing or the ordering activity departure. At that time, the Contractor shall relay any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for these functions shall be the ordering officer or the ordering officer's designated

representative. In addition, the Contractor shall present all documentation and invoices from other Contractors subject to provision of services under this contract.

The Contractor shall obtain a signed delivery order (DD 1155) to verify that the services were received and that charges presented in the port visit cost reporting program are correct for payment. This may be accomplished via email from the Ordering Officer or the SUPPO of the ship. The ordering officer shall pay for all supplies and services accepted during the period of performance by one of the aforementioned methods of payment.

In the absence of a delivery order, forward invoices and all documentation regarding inspection and acceptance of supplies and services by the ship's representative with appropriate accounting data to the Administrative Contracting Office.

(d) The Government will not make direct payments of VAT to the host nation nor will it withhold taxes, including VAT, from invoices for orders that are submitted to the husbanding services contractor by the Government. Payment of appropriate taxes required as part of conducting business in the specific country at which a port visit takes place are a responsibility of the husbanding services contractor. Offerors are further directed to FAR 52.229-6, Taxes-Foreign Fixed-Price Contracts (JUN 2003), which is included in the solicitation.

OC-2 Indemnity (Government Negligence Excepted)

The Contractor shall indemnify and hold the Government harmless in connection with any loss or liability from damage to or destruction of property (including Government furnished property) or from injuries to or death of persons (including the agents and employees of both parties) if such damage, destruction, injury, or death arises out of, or is caused by performance of work under this contract, unless such damage, destruction, injury, or death is caused solely by the negligence of the Government's employees, agents, or representatives. The Contractor agrees to include this clause, appropriately modified, in all subcontracts to be performed in the port areas covered under this contract in whole or in part.

OC-3 Activities Authorized to Place Orders (NAVSUP Fleet Logistics Center Yokosuka)

(a) Pursuant to the clause entitled "Ordering", the following activities are authorized to place orders:

(1) Authorized ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port
(2) Any NAVSUP Fleet Logistics Center Yokosuka (including sites/detachments) warranted Contracting Officer or their authorized ordering officers
(3) Authorized Military Sealift Command personnel
(4) Authorized U.S. Coast Guard ship Supply Officers

(b) Although these activities are responsible for issuing and administering any orders placed hereunder, no authority to modify any provision of this contract is granted. Any proposed deviation from contract terms must be submitted to the Contracting Officer.

(c) The Contractor shall coordinate and pass orders from the ordering activity, to include transmission via fax or email, to other contractors holding U.S. Government contracts for various supplies and services, as required. This coordination and passing orders includes all necessary actions to facilitate the acceptance of supplies or services ordered under Government contracts.

OC-4 Reserved

OC-5 Oral Orders (Indefinite Delivery Contracts)

(a) Oral orders may be placed provided the following conditions are met:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.
(2) The Contractor will furnish to the ordering officer with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date the order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.
(3) Invoices for supplies or services furnished to the ordering officer in response to oral orders will be accompanied with a document verifying receipt.
(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the contractor.

(b) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

OC-6 Cancellation of Orders

(a) Unless otherwise provided herein, in the event an order or portion of an order is cancelled prior to the number of days specified for the 'Port Minimum Order lead Time' for each lot in the Attachment 2 schedules, the U.S. Government will not be liable for any charges. For any order, or portion of an order, not cancelled prior to the number of days specified for the 'Port Minimum Order lead Time' for each lot in the Attachment 2 schedules, the Ordering activity shall be responsible for any termination costs in accordance with paragraph (h) entitled "Termination for the Government's Convenience" of the clause entitled "Contract Terms and Conditions – Commercial Items". Any disagreements shall be subject to the Disputes clause of the contract.

(b) The Contractor shall take all necessary steps to mitigate any damages or termination costs.

OC-7 Issuance of Orders

(a) Orders may be issued and confirmed orally, or by telephone, or by facsimile, or by electronic mail, or by a Logistics Requirements (LOGREQ) message or by any other means available.

(b) The LOGREQ message is not an order for non-priced items until priced by the contractor and confirmed by an authorized ordering officer. For non-priced items with extended cost less than $25,000, either the Ordering Officer or the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. For non-priced items with an extended cost greater than $25,000, only the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore Contracting Officer may determine if a quoted price is fair and reasonable. When the contractor submits its invoice for payment, the contractor shall provide evidence that the portion of the LOGREQ ordering non-priced items was confirmed by the Ordering Officer or Contracting Officer as appropriate.

(c) The Order may be passed to the contractor by any method identified in paragraph (a) above by a United States Defense Attache' Office, United States Embassy or Consulate, United States Navy Liaison Officer, a United States Navy Logistics Support Office, or by an Ordering Officer.

OC-8 Workers' Compensation Insurance (Defense Base Act) (Apr 1984)

The Contractor shall:

(a) Provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, *et seq.*) requires; and

(b) Continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

OC-9 Possible Use of Government Property

In the event that the Contractor is required to use Government property or equipment, the Contractor shall be responsible for all loss or damage to, or the destruction of, Government property or equipment in its possession. The Contractor shall not be responsible for damage due solely to normal wear and tear.

OC-10 Host Country Agreements

The HS Contractor shall not be reimbursed, paid, or otherwise compensated for any port use charges, fees, dues or similar costs at ports at which existing host country agreements exempt vessels of the United States from such charges, fees, or dues. This restriction applies regardless of whether requirements that involve such port use charges, fees, or dues, such as requirements for dockage and wharfage space or fleet landing space, are ordered under a specific contract line item or through the contract's provisions for ordering otherwise unspecified supplies and services. See additional information at Attachment (19).

Notwithstanding the paragraph above, the contracting officer or an authorized government official may direct the Husbanding Service Contractor to request that the appropriate local authority provide items from which an agreement exempts payment by vessels of the United States such as Dockage and Wharfage space or Fleet Landing space at a port for the U.S. Government's use at no cost to the U.S. Government. If the Husbanding Service Contractor receives a response that the requested Dockage and Wharfage space or Fleet Landing space is available for use by the U.S. Government at no cost to the U.S. Government, the Husbanding Service Contractor shall reserve or otherwise arrange for use of the space and notify the contracting officer or authorized government official that directed the Husbanding Service Contractor to submit the request. If the Husbanding Service Contractor receives a negative response from the cognizant authority, thereby indicating that there is a cost or expense associated with use of the space by the U.S. Government, the Husbanding Service Contractor shall notify the contracting officer or authorized government official that directed the Husbanding Service Contractor to submit the request. The Husbanding Service Contractor shall perform and be compensated for the tasks included in this paragraph as part of its responsibilities under the Management Services LINE ITEM.

OC-11 Ordering

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award to the final day of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) Items marked as 'TBD' or 'PT' are items whose price cannot be determined in advance and/or depend on the level of usage. Prices for these items cannot, therefore, be pre-priced. PT items will be reimbursed at cost to the husbanding service provider without additional markup. Pricing for all items not pre-priced, other than PT items, shall be arranged using the Online Pricing Application terms described in Attachment 8.

(d) The contractor shall perform all orders that are issued prior to the number of days specified for the 'Port Minimum Order lead Time' for the corresponding lot in the Attachment 2 schedules before the start of the port visit. If orders are issued that provide less than the number of days specified for the 'Port Minimum Order Lead Time' for the corresponding lot in the Attachment 2 schedules before the start of the port visit, the contractor shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

PERFORMANCE WORK STATEMENT

SCHEDULE OF SUPPLIES/SERVICES AND PRICES

A. GENERAL

This contract is for performance of maritime husbanding support for U.S Navy ships visiting ports and operating in Region 2 of the Western Pacific and Indian Ocean. Additionally, the husbanding contractor may be called upon to provide services in support of Operations Other Than War (OOTW) within a Region's territorial boundaries. The Regions, countries and major ports included in each region are as follows:

Region 1 – South Asia (7 countries, 4 major ports)	
Bangladesh	Maldives • Male
Bhutan	Nepal (OOTW)
Burma	Sri Lanka
India • Chennai • Goa • Mumbai	
Region 2 – Southeast Asia (12 countries, 19 major ports)	
Brunei • Muara	Philippines • Manila • Puerto Princesa • Subic Bay
Cambodia • Sihanoukville	Malaysia • Kemaman • Kota Kinabalu • Penang • Sepangar
China • Hong Kong	Singapore • Changi • Sembawang
Indonesia • Bitung • Jakarta • Surabaya	Taiwan
Laos (OOTW)	Thailand • Laem Chabang • Phuket • Sattahip
Palau	Vietnam • Da Nang
Region 3 – Australia and the Pacific Islands (17 countries, 8 major ports)	
Antarctica	New Caledonia • Noumea
Australia • Brisbane • Darwin • Fremantle • Sydney	New Zealand
East Timor • Dili	Papua New Guinea
Fiji	Solomon Islands • Honiara
French Polynesia	Tonga • Nuku Alofa
Kiribati	Tuvalu
Marshall Islands	Vanuatu

Micronesia	Western Samoa
Nauru	
Region 4 – East Asia (4 countries, 12 major ports)	
Japan • Fukuoka • Kagoshima • Maizuru • Nagasaki • Osaka • Shimoda • Tokyo	South Korea • Chinhae • Pohang • Busan • Donghae
Mongolia (OOTW)	Russia • Vladivostok

Region Item and Price Structure

Major ports are indicated by name of port (e.g., Goa, Vladivostok, Sydney, etc.). A fully priced proposal must be received for ALL line items in a Region for it to be considered acceptable. For OOTW, a proposal only for Management Fees is required.

The contract is sub-divided into Lots. Targeted lots are identified in bold print below and by highlighted tabs in Attachment 2, Pricing Schedule. Lots may be for individual ports or they may include several ports under one Lot. For this contract, the following Lots apply:

Region 1 – Lots 01 – 15 (7 countries, 4 major ports)

Lot 01 – Bangladesh, All Ports, Husbanding Services and OOTW
Lot 02 – Burma (Myanmar), All Ports, Husbanding Services and OOTW
Lot 03 – India, Chennai, Husbanding Services and OOTW (*)
Lot 04 – India, Goa, Husbanding Services and OOTW (*)
Lot 05 – India, Mumbai, Husbanding Services and OOTW (*)
Lot 06 – India, All Other Ports, Husbanding Services and OOTW
Lot 07 – Maldives, Male, Husbanding Services and OOTW (*)
Lot 08 – Maldives, All Other Ports, Husbanding Services and OOTW
Lot 09 – Sri Lanka, All Ports, Husbanding Services and OOTW
Lot 10 – Nepal, OOTW
Lot 11 – Bhutan, OOTW
Lot 12 – 15, Reserved

Region 2 – Lots 16 – 51 (12 countries, 19 major ports)

Lot 16 – Brunei, Muara, Husbanding Services and OOTW (*)
Lot 17 – Brunei, All Other Ports, Husbanding Services and OOTW
Lot 18 – Cambodia, Sihanoukville, Husbanding Services and OOTW (*)
Lot 19 – Cambodia, All Other Ports, Husbanding Services and OOTW
Lot 20 – China, Hong Kong, Husbanding Services and OOTW (*)
Lot 21 – Indonesia, Bitung, Husbanding Services and OOTW (*)
Lot 22 – Indonesia, Jakarta, Husbanding Services and OOTW (*)
Lot 23 – Indonesia, Surabaya, Husbanding Services and OOTW (*)
Lot 24 – Indonesia, All Other Ports, Husbanding Services and OOTW
Lot 25 – Palau, All Ports, Husbanding Services and OOTW
Lot 26 – Philippines, Manila, Husbanding Services and OOTW (*)
Lot 27 – Philippines, Puerto Princesa, Husbanding Services and OOTW (*)

Lot 28 – Philippines, Subic Bay, Husbanding Services and OOTW (*)
Lot 29 – Philippines, All Other Ports, Husbanding Services and OOTW (*)
Lot 30 – Malaysia, Kemaman, Husbanding Services and OOTW (*)
Lot 31 – Malaysia, Kota Kinabalu, Husbanding Services and OOTW (*)
Lot 32 – Malaysia, Penang, Husbanding Services and OOTW (*)
Lot 33 – Reserved
Lot 34 – Malaysia, Sepangar, Husbanding Services and OOTW (*)
Lot 35 – Malaysia, All Other Ports, Husbanding Services and OOTW
Lot 36 – Singapore, Changi, Husbanding Services and OOTW (*)
Lot 37 – Singapore, Sembawang, Husbanding Services and OOTW (*)
Lot 38 – Taiwan, All Ports, Husbanding Services and OOTW
Lot 39 – Thailand, Laem Chabang, Husbanding Services and OOTW (*)
Lot 40 – Thailand, Phuket, Husbanding Services and OOTW (*)
Lot 41 – Thailand, Sattaship, Husbanding Services and OOTW (*)
Lot 42 – Thailand, All Other Ports, Husbanding Services and OOTW
Lot 43 – Vietnam, Da Nang, Husbanding Services and OOTW (*)
Lot 44 – Vietnam, All Other Ports, Husbanding Services and OOTW
Lot 45 – Laos, OOTW
Lot 46 – China, OOTW
Lots 47 – 51, Reserved

Region 3 – Lots 52 – 81 (17 countries, 8 major ports)

Lot 52 – Australia, Brisbane, Husbanding Services and OOTW (*)
Lot 53 – Australia, Darwin, Husbanding Services and OOTW (*)
Lot 54 – Australia, Fremantle, Husbanding Services and OOTW (*)
Lot 55 – Australia, Sydney, Husbanding Services and OOTW (*)
Lot 56 – Australia, All Other Ports, Husbanding Services and OOTW
Lot 57 – East Timor, All Ports, Husbanding Services and OOTW (*)
Lot 58 – Reserved
Lot 59 – Fiji, All Ports, Husbanding Services and OOTW
Lot 60 – French Polynesia, All Ports, Husbanding Services and OOTW
Lot 61 – Kiribati, All Ports, Husbanding Services and OOTW
Lot 62 – Marshall Islands, All Ports, Husbanding Services and OOTW
Lot 63 – Micronesia, All Ports, Husbanding Services and OOTW
Lot 64 – Nauru, All Ports, Husbanding Services and OOTW
Lot 65 – New Caledonia, Noumea, Husbanding Services and OOTW (*)
Lot 66 – New Caledonia, All Other Ports, Husbanding Services and OOTW
Lot 67 – New Zealand, All Ports, Husbanding Services and OOTW
Lot 68 – Papua New Guinea, All Ports, Husbanding Services and OOTW
Lot 69 – Solomon Islands, Honiara, Husbanding Services and OOTW (*)
Lot 70 – Solomon Islands, All Other Ports, Husbanding Services and OOTW
Lot 71 – Tonga, Nuku Alofa, Husbanding Services and OOTW (*)
Lot 72 – Tonga, All Other Ports, Husbanding Services and OOTW
Lot 73 – Tuvalu, All Ports, Husbanding Services and OOTW
Lot 74 – Vanuatu, All Ports, Husbanding Services and OOTW
Lot 75 – Western Samoa, All Ports, Husbanding Services and OOTW
Lot 76 – Antarctica, OOTW
Lots 77 – 81, Reserved

Region 4, Lots 82 - 99 (4 countries, 12 major ports)

Lot 82 – Japan, Fukuoka, Husbanding Services and OOTW (*)
Lot 83 – Japan, Kagoshima, Husbanding Services and OOTW (*)
Lot 84 – Japan, Maizuru, Husbanding Services and OOTW (*)

Lot 85 – Japan, Nagasaki, Husbanding Services and OOTW (*)
Lot 86 – Japan, Osaka, Husbanding Services and OOTW (*)
Lot 87 – Japan, Shimoda, Husbanding Services and OOTW (*)
Lot 88 – Japan, Tokyo, Husbanding Services and OOTW (*)
Lot 89 – Japan, All Other Ports, Husbanding Services and OOTW (*)
Lot 90 – South Korea, Busan, Husbanding Services and OOTW (*)
Lot 91 – South Korea, Chinhae, Husbanding Services and OOTW (*)
Lot 92 – South Korea, Donghae, Husbanding Services and OOTW (*)
Lot 93 – South Korea, Pohang, Husbanding Services and OOTW (*)
Lot 94 – South Korea, All Other Ports, Husbanding Services and OOTW
Lot 95 – Russia, Vladivostok, Husbanding Services and OOTW (*)
Lot 96 – Russia, All Other Ports, Husbanding Services and OOTW
Lot 97 – Mongolia, OOTW
Lots 98 – 99, Reserved

Line Items used in the Performance Work Statements and in the Pricing sheets for all Regions are outlined as follows:

XX01	Husbanding Services (Anchorage and Pierside)
XX02	Trash Removal
XX03	Fleet Landing
XX04	Brow Services
XX05	Ship Movement Services
XX06	Water Ferry/Taxi Services
XX07	General Charter and Hire Items
XX08	Collection, Holding, and Transfer (CHT)
XX09	Fresh Potable Water
XX10	Ship's Utility Services
XX11	Land Transportation (Personnel) Services
XX12	Telephone Services and Communications Equipment
XX13	Force Protection Barriers
XX14	Force Protection Personnel
XX15	Force Protection Supplies
XX16	Airport/Cargo & Material Handling (Port Handling Costs)
XX17	Provisions
XX18	Fuel
XX19	Other Port Services
XX20	Incidentals
XX21	Operations Other Than War (OOTW)
XX22	Cost Reporting

B. PRICING

Except for Port Tariffs, unit prices for all contract items described below shall be inclusive of all necessary equipment, licensed operators, all liability insurance as required by local law, holiday and overtime costs, customs clearances, and fuel and operating expenses.

1) Fixed Prices are required in the Pricing Schedule except where Port Tariff (PT) prices, To Be Determined (TBD) prices, or Not Separately Priced (NSP) have been identified. Services with an estimated quantity of 'No Estimate' are required to be priced in the Attachment 2 schedules and shall be treated as pre-priced items. Pricing for all services other than pre-priced items, PT items, and NSP items shall be arranged using the online pricing application procedures described in Attachment 8. Unless otherwise provided, these Fixed Prices shall also include performance at night, overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, other inclement weather, or service to tankers and ships carrying explosives. These requirements do not include performance during cyclones or typhoons except where ships are required to depart in advance of cyclones or typhoons as part of a typhoon or cyclone evasion plan. They also include all operating expenses including tugs, barges, trucks, personnel, and customs clearances and any other charges unless specifically exempted by the Government.

2) Port Tariffs will apply to those services which are based on Port Tariff rates established and controlled by Port Authorities. English translated copies of the Port Tariffs must be submitted to the Supply Officer of the ship entering a specific Port and to the NAVSUP Fleet Logistics Center Yokosuka, Site Singapore email address specified at the time of contract award for each region.

3) Fees for Husbanding Services cover regular and overtime labor of contractor personnel supporting the ships plus indirect expenses, including all management, overhead and office expenses. The husbanding fees also include costs for arranging supplies and services described herein, costs associated with attendance at periodic meetings and pre-deployment briefings. The husbanding fees represent total compensation for the contractor except for supplies and services with Fixed Prices.

4) OOTW Fees will constitute an all inclusive fixed fee based on a daily fee (per contractor person providing support) for "husbanding" the OOTW effort/logistics support.

5) Purchase Card Surcharge. The U.S. Government reserves the right to make payment by purchase card. All purchase card surcharges will be identified as a separate entry on each invoice. The Government will reimburse administrative surcharges for the lesser of actual fees or 5% for non-priced items only. Applicable purchase card surcharges shall be included in the quoted prices for pre-priced items.

6) If items are made available free of charge or at less than the quoted price by the Government, host nation, or port authority, only mobilization/demobilization charges, not to exceed the quoted unit price, may be charged. If, for any reason, an item that would otherwise be provided by the Host Nation, Government, or port authority is not available, that item shall be provided by the HSP at the unit price quoted in Attachment 2.

C. PRICING SPREADSHEETS

Pricing spreadsheets are provided by Region as an attachment to this solicitation. The Lots marked in bold print in paragraph A above will be used for price evaluation purposes.

Important Notes

1) Pricing for supplies and services for all countries will be expressed in U.S. dollars and shall be billed in the units of the respective LINE ITEMs.

2) Definitions for the "Unit" abbreviations are as follows:

CM = Cubic Meter

DY = Day (refers to a 24-hour period beginning at start of service unless stated otherwise)
EA = Each
GL = Gallon
HR = Hour
JB = Job
LOT (LT) = A lot (LT) is a deliverable item or group of items with a separate and distinct unit price.
MT = Metric Ton
NSP = Not Separately Priced
PK = Package
PT = Port Tariff
TBD = To Be Determined

3) The Line Item Numbers consist of four numeric digits. XX replacement of any numeric digits make the descriptor generic and applicable to all LINE ITEMs in that series.

4) For pricing sheets identifying "All Other Ports" (AOP) or "All Ports" (AP), prices will be required, if not identified otherwise. Each price shall be a single, per-unit price for the specified supply or service that will apply to any of the ports included in the lot.

5) Historical port visit data for FY07, FY08, and FY09 (partial) has been provided as Attachment (3).

D. Definitions

Barge = Flat-bottomed displacement ships used for carrying or storing cargo, for separation between vessels and other structures, or as a work platform. Barges may or may not be self-propelled.

DESCRIPTION OF CONTRACTUAL SCOPE

This contract is for the provision of maritime husbanding support. It is not for husbanding agency. The holder of this contract is a U.S. Navy contractor. The holder of this contract is not an agent of the U.S. Navy and does not have the authority to bind the U.S. Navy.

Maritime Husbanding Support is defined as: Providing supplies and services as defined in the Performance Work Statement of the contract in support of Naval forces within a port area.

i. This support is provided by a Husbanding Services provider from a standard list of services under contract.
ii. For "Exceptions" items not supported by existing supply chains: e.g. fuel, subsistence, etc.
iii. Includes "Non-Priced" incidentals that cannot be identified in advance, but are in the scope of the contract.

1. The contract is for performance of Maritime Husbanding Support services at any berthing or anchoring location specified in the Attachment 2 schedules except ports in China outside Hong Kong. Ordering officers of the United States Coast Guard (USCG) ships, United States Navy (USN) ships, Military Sealift Command (MSC) ships, U.S. Army vessels/ships operating in the Western Pacific and Indian Ocean are authorized to use this contract. The contract may also be used to support other U.S. Government organizations (e.g., National Oceanic and Atmospheric Administration (NOAA)) that may require maritime husbanding support services.

For purposes of this paragraph, a U.S. Navy ship is any naval vessel, craft, ship, or service craft included within the scope of subparagraphs 2 and 4 of Article 0406, United States Navy Regulations, 1990. Ship size classifications that are used in the price schedules are listed as an attachment.

2. Husbanding services requirements that may be received by NAVSUP Fleet Logistics Center Yokosuka, Site Singapore from the other activities identified in paragraph 1 above are within the scope of this contract.

3. This is a Firm-Fixed-Price Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract for husbanding logistics services, services in support of Operations Other Than War (OOTW), and maritime husbanding support to Government teams visiting ports in connection with a ship visit. These service requirements are and defined in the Performance Work Statements (PWS). The "minimum" and "maximum" to be established per FAR Clause 52.216-22 are as follows:

Region	Minimum Quantity ($)	Maximum Quantity ($ Base and all option years)
Region 1, South Asia	$100,000	Sum of CLINs 0002, 1001, 2001, 3001, and 4001
Region 2, Southeast Asia	$100,000	Sum of CLINs 0003, 1002, 2002, 3002, and 4002
Region 3, Australia/Pacific Islands	$100,000	Sum of CLINs 0004, 1003, 2003, 3003, and 4003
Region 4, East Asia	$100,000	Sum of CLINs 0005, 1004, 2004, 3004, and 4004

The minimum contract dollar quantities per contract are for each contract as a whole and there are not separate additional contract dollar quantities for the option periods and/or individual LINE ITEMs.

4. The HS Contractor agrees to furnish the services or supplies at the fixed price listed in the schedules.

5. This contract is for a period of twelve (12) months, effective 30 days after award of the contract, with four (4) one-year options. The contract also includes the clause entitled FAR 52.217-9 Option to extend the Term of the Contract. If all options are exercised under FAR 52.217-9, the duration of this contract is 66 months.

6. The contract will not start for the following countries until the option expires under existing contracts:

Contract becomes effective on 1 Jun 2011 for South Korea.

7. In the event of contingencies in the open ocean such as submarine rescue, the Contracting Officer may issue an order to the contractor that is awarded the husbanding logistics contract in the nearest country in which there is capability to satisfy the requirement.

8. The contract will include the clause entitled FAR 52.237-7023 (Class deviation 2009-00010) Continuation of Essential Contractor Services. Contractors providing services designated as essential contractor services by a DoD component are expected to use their best efforts to continue providing such services, in accordance with the terms and conditions of their contracts even during periods of crisis.

9. For lots identified as "All other Ports" or "All Ports", the geographic scope of the lot, for Purposes of Lot Line Item XX40, OOTW is the entire country listed in the lot. The geographic scope of the lot, for all Lot Line Items other than XX40, is the port locations listed in each lot of the Attachment 2 schedules.

10. Incidentals within the scope of this contract may be classified within one of the following categories:
- Charter and Hire
- Utilities
- Anti-terrorism Force Protection
- Communications
- Transportation
- Lodging
- Port Handling Services
- Other Port Services (Reception Supplies and Services)

- Administrative Supplies

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: N4034511RCSG0032

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-11-D-0012	21-Mar-2011		N40345-11-R-0039	09-Feb-2011

7. FOR SOLICITATION INFORMATION CALL:
a. NAME: (b)(6), (b)(7)(C)
b. TELEPHONE NUMBER *(No Collect Calls)*

8. OFFER DUE DATE/LOCAL TIME: 02:00 PM 04 Mar 2011

9. ISSUED BY CODE N40345

(N40345) FISC DET SINGAPORE
CONTRACTING DEPARTMENT (CODE 250)
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: NAICS:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ
- [ ] IFB
- [X] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/ OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE. LTD.
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED
- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$4,188,888.80

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES
- [X] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

REF:

29. AWARD OF CONTRACT: REFERENCE
- [ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): (b)(6), (b)(7)(C)

31c. DATE SIGNED: 21-Mar-2011

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*: (b)(6), (b)(7)(C) Contracting Officer

TEL: (b)(6), (b)(7)(C)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot		NSP

MINIMUM GUARANTEE HS PACIFIC ISLANDS
FFP
THIS LINE ITEM DOES NOT ORDER GOODS OR SERVICES. IT MAY BE ISSUED ON TASK ORDER/DELIVERY ORDER NUMBER 00MG FOR THE SOLE PURPOSE OF RECORDING THE OBLIGATION OF FUNDS ASSOCIATED WITH THE MINIMUM QUANTITY UNDER THIS BASIC CONTRACT.
FOB: Destination
MILSTRIP: N4034511RCSG0032
PURCHASE REQUEST NUMBER: N4034511RCSG0032

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		4,188,888.80	Lot	$1.00	$4,188,888.80

HS PACIFIC ISLANDS, PACIFIC PARTNERSHIP
FFP
SEE ATTACHMENT 2 FOR A COMPLETE LISTING OF ALL LLINS AND SUBLLINS FOR THIS CLIN. ALL PRICES ARE FOB DESTINATION AND SHALL BE IN U.S. DOLLARS.
FOB: Destination
MILSTRIP: N4034511RCSG0032
PURCHASE REQUEST NUMBER: N4034511RCSG0032

NET AMT $4,188,888.80

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC

0001	POP 08-APR-2011 TO 18-JUL-2011	N/A	N/A FOB: Destination
0002	POP 08-APR-2011 TO 18-JUL-2011	N/A	N/A FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

Offeror Representative Information:

Name of Individual:	Leonard G. Francis
Title of Individual:	Executive Group Chairman/President
Mailing Address:	15D Pandan Road Singapore 609266
Tel No:	(65)6268-5300
Fax No:	(65) 6268-6689
E-mail address:	Leonard@glennmarinegroup.com

PERFORMANCE WORK STATEMENT

A. DESCRIPTION OF CONTRACTUAL SCOPE

1. The geographic scope and region covered by this contract includes the following ports in Pacific Islands:

   Lot 1 – Neiafu, Tonga
   Lot 2 – Luganville, Vanuatu
   Lot 3 – Lae, Papua New Guinea
   Lot 4 – Pohnpei, Micronesia

2. This contract is a Firm-Fixed-Price Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract for the provision of maritime husbanding support. It is not for husbanding agency. The holder of this contract is a U.S. Navy contractor or Husbanding Service Provider (HSP). The holder of this contract is not an agent of the U.S. Navy and does not have the authority to bind the U.S. Navy. Maritime Husbanding Support is defined as: Providing supplies and services as defined in the Performance Work Statement of the contract in support of U.S. Vessels within a port area.

a. This support is provided by a Husbanding Services provider from a standard list of services under contract.
b. For items not supported by existing supply chains: e.g. fuel, subsistence, etc.

3. Users authorized to use this contract are United States Navy Commands, United States Marine Corps (USMC), Military Sealift Command (MSC), and the United States Coast Guard (USCG). Other users including the United States Army (USA) shall require specific authorization from the Contracting Officer to use this contract or have a Contracting Officer's Representative designated.

4. This contract is for a performance period of 8 Apr 2011 through 18 Jul 2011.

5. The HSP shall assure that supplies and services arranged on behalf of the authorized ordering officer conform to the general requirements of the contract in accordance with this PWS. The HSP shall assist the SUPPO or authorized ordering officer with resolving any problems in meeting the requirements. The HSP shall deliver the supplies and services listed on Attachment 2 in accordance with the time and date set by the order so long as the order is issued by the SUPPO or authorized ordering officer.

6. Minimum guarantee for this contract is US$5,000.00 and the maximum value (maximum quantity) of this contract is US$5,000,000.00.

B. QUALITY

1. The HSP shall provide goods and services at requested delivery times at fair and reasonable prices to ships and other authorized users making port visits, provide continuous oversight of costs and performance throughout the area covered by this contract, and make meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. This contract and PWS do not specify how the HSP is to perform, but instead provide measurable performance standards, which are established in the Quality Assurance Surveillance Plan (QASP) to monitor contract performance during each ship's visit.

2. The percentile goals in the QASP are fixed for each factor. The failure of the HSP to meet the percentile goal for any factor will be investigated and evaluated by the Contracting Officer. The HSP will be given the opportunity to refute an adverse assessment prior to finalizing the metric for a quarter.

C. PRICING – SEE ATTACHMENT 2

1. The services described in this PWS are performance based. All prices as a result of this contract are firm-fixed prices. With the exception of Port Tariffs, pricing for all supplies/services shall, include at a minimum, all necessary equipment, licensed operators, all liability insurance as required by local laws, holiday and overtime costs, customs clearances, mobilization, demobilization, removal, disposal, pre-positioning, staging, vetting of operations, fuel and operating expenses associated with performing the entire cycle to deliver and dispense with the logistic services described in this contract. In layman terms, all services are 'all inclusive' of all pricing variables and contingencies unless specifically stated otherwise in the pricing. These Fixed Prices shall also include performance at night, overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, other inclement weather, or service to tankers and ships carrying explosives. These requirements do not include performance during typhoons except where ships are required to depart in advance of typhoons as part of a typhoon evasion plan. Performance is not required during periods when operations have been suspended by host nation port authorities. The HS Contractor will not be liable for performance delays and will be entitled to payment for services (at the rate

quoted in the Attachment 2 schedule for that line item) provided during periods where operations have been suspended by host nation port authorities. The HSP shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the U.S. Government.

2. Fees for Husbanding Services cover regular and overtime labor of contractor personnel supporting the ships plus indirect expenses, including all management, overhead and office expenses as well as profit.

3. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and/or labor is along-side the vessel and capable of operations. For the purposes of this contract, one (1) day is equal to 24 hours and begins with the performance of service. For example, service from 1800 until 1800 the next calendar day is equal to one (1) day of service. In cases where the billing unit is 'day' and a full day of service is not used by the Ordering Activity, the HSP shall be entitled to bill for one day of service. For example, if a sub lot line item with a billing unit of day were ordered and used for 30 hours, the HSP would be entitled to bill for two days of service. In cases where the ship does not arrive at the time specified in the ordering LOGREQ and services are made available based upon the time requested in the ordering LOGREQ, billing for services may commence at the time requested by the Government unless notice of cancellation is provided by the Ordering Activity or the organization authorized to pass this information on behalf of the Ordering Activity.

4. When the HSP obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list, then the HSP shall be reimbursed for the published price of the item. The HSP shall not be paid an amount in addition to the published price of the item. A copy of the published price list shall be provided to the Ordering Officer or Contracting Officer, if requested.

5. Repositioning is defined as: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions. Where a ship is at anchorage and the Ordering Activity requests repositioning of equipment, the HSP may be entitled to additional fees for repositioning to be determined by use of:

    a. Prior agreement of the Ordering Officer in cases where the total repositioning costs do not exceed $3,000
    b. Prior agreement of the Contracting Officer in cases where the total repositioning costs exceed $3,000.

6. Port Tariffs: The HSP will be fully reimbursed for Port Tariff items. Port Tariffs will apply to those services which are based on Port Tariff rates established and controlled by Port Authorities. English translated copies of the Port Tariffs must be submitted to the Supply Officer of the ship entering a specific Port. If an item or items included as a priced non-port tariff item on the Attachment 2 schedules to the contract at the time of contract award becomes subject to a port tariff following award, the contractor shall provide the item or items, when ordered, at the lower of the price shown on the Attachment 2 schedule or the port tariff.

7. Purchase Card Surcharge: The U.S. Government reserves the right to make payment by purchase card. All purchase card surcharges will be identified as a separate entry on each invoice. Surcharges are not authorized for priced items as the fixed price must include the use of the purchase card.

D. SHIPS'S LOGISTIC REQUIREMENTS (LOGREQ)

1. U.S. Navy ships and other activities authorized to pass LOGREQ requirements on behalf of Ordering Officers will provide, via e-mail, a copy of the unclassified "logistics requirements" (LOGREQ) message directly to the HSP. This LOGREQ may include logistical requirements that are pre-priced under the

contract and logistical requirements that are not pre-priced under the contract. The LOGREQ is an order for logisitical requirements that are pre-priced under the contract. The HSP shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning price performance issues at the ports included in this solicitation. The duties of this individual shall not impede communications among ships, DAOs, Port Operations Officers, and FISC.

2. After receipt of a LOGREQ the HSP shall make such arrangements for pre-priced items as necessary with port authorities, other U.S. Government Contractors, and other commercial firms to provide supplies and services requested. The HSP shall confirm receipt of the ordering LOGREQ (to the activity who provides the LOGREQ to the HSP) within 24 hours. Confirmation of receipt shall be made by email to the activity passing the LOGREQ.

3. The HSP shall furnish to the ordering activity and FISC Yokosuka Contracting Officer a pre-arrival cost estimate in response to the receipt of a LOGREQ. This estimate will be prepared using the **Attachment 2** spreadsheet format, and will include estimated prices for items submitted on the LOGREQ pre-priced in the contract. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff." This estimate shall be provided to the ordering officer and FISC Yokosuka Contracting Officer via email within (48) hours of receipt of the LOGREQ. This report shall also include cost saving or avoidance recommendations and will explain any anticipated “additional” costs. A LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

4. Ships will not provide force protection requirements in an unclassified LOGREQ message. The activity to which this message is addressed will contact the HSP and pass the ship’s force protection requirements for action. The HSP shall confirm with the ship that these force protection requirements received have been actually ordered by the ship prior to beginning performance. The ship’s Supply Officer (SUPPO) or Commanding Officer may also request additional force protection requirements not covered by the force protection LOGREQ by email, telephone, or personally upon the ship’s arrival. The HSP shall coordinate with the SUPPO before providing any additional force protection. If any other activity or individual orders force protection services (i.e. NCIS, etc) not covered in the ship’s force protection LOGREQ provided to the HSP, the HSP is required to immediately inform the ship and receive confirmation prior to beginning performance of these services. Organizations such as NCIS and DAO are not authorized Ordering Officers under this contract unless specific authorization is given by the Contracting Officer, therefore, they have no contractual authority to place orders. Any services provided in this contract ordered by an entity otherwise described in this contract shall be provided at the HSP’s own risk and shall result in no additional cost to the government.

5. If a ship requires supplies and services during the course of a port visit that are not included on the schedule of supplies and services at Attachment 2 as pre-priced, (PT(port tariff), TBD, or NSP (not separately priced), the supplies and services will be acquired separately from the contract.

E. ADVANCE LOGISTICS RESPONSE TEAM

1. In the event that a Logistics Response Team for a ship arrives in port prior to a ship’s arrival, the HSP will assist the logistics response team by providing logistical support and coordinating all requirements.

2. When the HSP provides support for a Logistics Response Team so that it can perform its mission, the HSP shall bill at the “Subsequent Days” daily rate for husbanding services for each day of support provided “in person” to the logistics response team.

F. INITIAL BOARDING

1. The HSP shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival. All HSP personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port. All correspondence shall be in English. The HSP is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered. Upon initial boarding the HSP shall provide all emergency telephone numbers, i.e. police, hospitals, firefighters, shipboard generated industrial waste (SGIW) disposal and hazardous material (HAZMAT) and oil spill response. The HSP shall visit the ship at least once per day and shall be available on call at all times (24 hours per day, seven days per week) to assist the ship with requirements and to resolve problems.

2. The HSP shall brief the ordering officer(s) about ordered services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HSP shall provide its POC information with 24-hour contact phone numbers.

3. The HSP shall provide the ordering officer(s) with copies of applicable port tariffs and with any other information provided by other government agencies for distribution. The HSP shall be prepared to take additional ships' orders for supplies or services not placed in the ordering LOGREQ.

G. ORDERING SUPPLIES AND SERVICES AFTER RECEIPT OF A LOGREQ

1. After receipt of a LOGREQ, the HSP must first use Host Nation (HN) services and supplies that can be provided free of charge by the host nation. If services and supplies are not available free of charge from the host nation, they must be provided if within the scope of this contract. The Contracting Officer will be notified if there is a question regarding the scope of the contract. U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or, if the port-provided supplies and services are less expensive than similar services provided by the HSP or its subcontractors, or finally provide it themselves to include subcontractors. Where the reasonable cost of mobilization/demobilization for U.S. Government owned equipment exceeds the quoted price of the sub lot line item it is intended to replace, the HSP shall use the least cost alternative to meet the requirement. If, for any reason, an item that would otherwise be provided by the Government, host nation, or port authority is not available, that item shall be provided by the HSP at the price quoted in the **Attachment 2** pricing schedules.

2. Passing Requirements to other U.S. Government agencies or contractors: The HSP may be required to coordinate and pass orders on behalf of the ship, to include transmission via fax or e-mail, to other U.S. Government Supply Chain agencies or contractors holding U.S. Government contracts (e.g., Defense Supply Center Prime Vendor (DSCP) or DLA-Energy for various supplies and services required. Any disputes or discrepancies arising from the order will be resolved directly between the ordering officer and the other agency or Contractor(s).

   In the absense of a DSCP, the husbanding contractor shall assist in arranging for the timely provision of FFV, Bread and Eggs and other subsistence items. FFV shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using nightsoil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. Bread and Eggs must be from approved sources and must be in accordance with Quality Assurance Provisions in Attachment 5. The husbanding services contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars (Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Any delivery charges shall already been part of the price and should not be shown separately.

The husbanding contractor is responsible for ensuring that the sources recommended to the ship's SUPPO for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Corps. A listing of approved sources is available via the U.S. Army Veterinary Command (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection can be obtained from FISC Det Singapore. The U.S. Army Veterinary Command requires 90 days advance notice to arrange for inspection of new facilities.

Husbanding contractors shall consider this requirement for inspection of sources when recommending or selecting suppliers of subsistence items. Under no circumstances should the contractor recommend or offer for acceptance subsistence items from non-approved sources.

3. Money Exchange Services: The HS Contractor shall arrange for authorized moneychangers to exchange U.S. dollars for ship personnel into local currency. Money Exchange services shall be made available onboard ship to crewmembers at least two hours daily with buy-back service on the day before the ship's departure. The moneychangers may include a commission of not more than plus or minus 1.5% difference from the Official Exchange Rate. A locally-available and verifiable currency exchange rate may be used as the Official Exchange Rate. Verification of the exchange rate shall be provided to the Ordering Activity at the time of service. The HS Contractor shall maintain adequate records justifying its basis for determining the Official Exchange Rate and shall make those records available to the U.S. Government upon request. This Official Exchange Rate will be used for financial conversions not covered by payments in U.S. dollars.

4. Laundry Services: The HS Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Laundry and dry cleaning services that are required by the ship from the laundry and dry cleaning vendor will be ordered from the vendor by the ship. Payment for services will be made by the ship to the vendor rather than through the HS Contractor. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure. The HS Contractor shall assist in resolving vendor billing discrepancies.

5. Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

6. Immigration, Customs and Visa: The HS Contractor shall assist ship personnel with immigration, customs and visa requirements into the country of the port visit.

7. Medical Emergencies: If requested, the HS Contractor may be required to make arrangements for emergency medical treatment of ship's crewmembers while the ship is in port. In cases where a member is airlifted into a port by the ship, the HS Contractor, in coordination with the U.S. Consulate/Embassy, will arrange for proper medical care until the member can be returned to the ship, or evacuated to the United States. If there are costs associated with arranging these services, the HS Contractor shall obtain approval from the SUPPO/Contracting Officer prior to providing the support.

8. The HS Contractor shall facilitate the ship's timely departure. The HS Contractor shall provide timely invoices of provided services and supplies to the Supply Officer at the time of the pre-sailing visit. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided. The HS Contractor shall remove all provided equipment.

9. The U.S. Government will not pay the HSP for any personal requests from individual crewmembers, whether military or civilian.

    a. Morale Welfare and Recreation (MWR) Services: The HSP may be required to assist the ship in booking MWR trips, tours, hotel accommodations, or other MWR type items

b. If another U.S. Navy authorized Information, Ticket and Tours (ITT) contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If awarded, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

10. Pre-Departure Visit / Bill Payment: The HSP shall schedule a visit to the ship one day prior to its departure date in order to present invoices which can be validated, accepted and certified for payment. Written receipt for acceptance of all goods and services shall be obtained during this visit. The ordering activity shall provide a check for all **finalized** invoices prior to departure where the content of the invoice is not disputed. The HSP shall obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure. The HSP shall relay at that time any late information on pilot and tug schedule changes and any additional information applicable to the ship and its departure.

H. UNIQUE / PARTICULAR SITUATIONS

1. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within 3 days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back on Saturday, Sunday or Monday, it will be charged subsequent day fees. If the ship comes back Tuesday, it will be charged the first day rate).

2. If a ship comes into port and does not notify the HSP or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days as applicable.

3. The HSP is required to be able to simultaneously husband three (3) separate ships at the ports included in this solicitation.

4. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HSP shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office.

5. Short Notice Orders: If orders are issued less than 48 hours prior to the required time for the start of performance, the HSP shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

I. CANCELLATION OF ORDERS

1. Unless otherwise provided herein, in the event an order, or any portion of an order, is cancelled within the lead times specified in the Schedule of Services for each Lot to the required delivery, the U.S. Government will not be liable for any charges. If several deliveries are required to satisfy an order or portion of an order, i.e., garbage pick-up and disposal on each of five days, then the lead time specified in the Schedule of Services for each Lot shall be computed from each of the required delivery dates. For any order not cancelled within the lead time specified in the Schedule of Services for each Lot prior to the required

delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled "Termination for the Government's Convenience (FAR 52.212-4)", of the clause entitled "CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS."

2. In rare cases, when ordering items requires long lead times, the Government may apply the Termination for the Government's Convenience clause as referenced above even though an order was cancelled prior within the lead times specified in the Schedule of Services for each Lot before a required delivery.

3. In every case, the HS Contractor is responsible for taking all necessary steps to mitigate the U.S. Government's damages or termination costs. As part of its mitigation, the Government reasonably expects that the HS Contractor shall consider these cancellation rights as it enters into agreements with its subcontractors and suppliers.

Note: Although a supply or service may be described as part of the line item descriptions, the only items that are being acquired under the contract are the supplies and services that are listed on the price schedules for each lot.

J. LINE ITEM DESCRIPTIONS –

LINE ITEM XX01 - FIRST DAY/SUBSEQUENT DAY HUSBANDING SERVICES (ANCHORAGE AND PIERSIDE)

1. The HSP shall provide husbanding services to ships visiting the ports in the Region covered by this contract. Line Item XX01 requires that the HSP perform all services and provide all supplies necessary to fully comply with the tasks and responsibilities described at paragraphs A-H above unless a task or responsibility is specifically included in a separately-priced Line Item below. The HSP's responsibilities under these Line Items start prior to the arrival of the ship and continue after the ship's departure.

2. The husbanding fee is based on the First Day and Subsequent Day(s) of the ship visit. A husbanding fee may be provided to the HSP for services rendered prior to the ship's visit, i.e. assistance to the ship's logistics response team.

3. The HSP is responsible for providing and coordinating the FP services described in paragraphs 2-6 and 8-15 of the PWS description for Line Items XX13, xx14, and xx15 as part of their Husbanding Services under Lot Line Item XX01.

LINE ITEM XX02 - TRASH REMOVAL

1. Trash removal service is the collection and disposal of refuse (i.e., trash) including liquid, semi-liquid, or solid garbage. Refuse does not include explosives and incendiary waste, or waste contaminated by medical and radiological processes.

2. The HSP shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse.

3. For ships at pier side, the HSP shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulation, or barges alongside the ship. The HSP shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.

4. For ships at anchorage, the HSP shall remove trash at the times agreed to by the HSP and Supply Officer. For trash collection at anchorage, the trash barge shall be available 24 hours a day (when not contrary to

law or port regulation) with suitable self-fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

5. For trash collection by barge, the HSP shall provide trash barges/scows (with tug service if barge is not self-propelled) for ships at anchorage. The barges shall be completely empty at time of arrival at the ship. In situations where an empty barge is not available, the HSP shall provide a system to measure the volume of trash deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of the trash. The HSP shall have ready access to sufficient barges and equipment to support multiple ships at anchorage simultaneously. The barge's crew shall be entirely responsible for the tending of lines and for barge's security. The movement of trash from the ship to the barge shall be performed with care by the ship's sailors.

6. In instances of bad weather or emergency where the ship must depart on short notice, the HSP shall remove barges within four hours of being directed to do so by the ship. Should a vessel with a trash barge alongside experience an emergency where the ship must depart, the SUPPO will advise the HSP at least four (4) hours in advance for the barge pick-up.

7. The HSP shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The HSP is also responsible to follow any environmental regulations required by each country. The HSP is required to keep all disposal certificates and shall make them available to the Contracting Officer upon request.

8. Refuse containers, when used and when emptied, shall be returned to their original position with the lids (if any) replaced thereon.

9. The HSP shall be paid based on the ACTUAL CUBIC METERS of trash removed.

10. Where trash is required to be segregated, the Ordering Activity shall be required to segregate the material at the time of disposal. The HSP shall be responsible for providing separate containers for each vessel, clearly marked with the required categories and for informing the Ordering Activity, upon arrival, that segregation is required. If the Ordering Activity does not segregate trash as required, the HSP shall inform the Ordering Activity and Logistic Support Representative (LSR) prior to departure and bill for the cost of trash segregation within 48 hours after the vessel's departure.

LINE ITEM XX03 – FLEET LANDING

1. When ordered by the ship, the HSP shall furnish services/supplies for the fleet landing area. The following is a list of the basic supplies and services that a ship may need.

2. FLEET LANDING. HSP shall provide the sub-line items specified in this Line Item and shall provide a unit price for each sub-line item. The unit price shall be per day for each item. Mobilization/demobilization charges shall be included in sub-line item price. Fleet Landing services include the following:

    a. PORTABLE TOILET UNIT SERVICES. The unit price shall be for a single commode and one (1) urinal. The daily rate shall include pumping and cleaning as many times as necessary to ensure clean, sanitary condition and providing all chemicals, cleaning products and toilet paper. The HSP shall check toilet facilities at least every six (6) hours to ensure cleanliness.

b. PORTABLE ELECTRIC GENERATORS. The HSP shall provide a portable, gasoline powered, electric generator capable of supplying power to portable lighting and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). Generator shall be at least 5KW with circuit breaker protector. Daily rate includes fuel, oil, and necessary consumables to operate the generator, transportation, set-up, dismantling and labor.

c. Chairs (each per day)

d. Long tables - approximately 2 meters in length (each per day)

LINE ITEM XX04 – BROW SERVICES

1. BROWS

a. Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The HSP shall provide the brows specified in the schedule as ordered by the ship. A range of brow sizes is provided in each of the sub lot line items of lot line item XX04. All brows provided by port authorities, host nation, or US Government shall be billed at cost without additional markup. Mobilization, demobilization, setup and placement shall be included in the proposed unit price of all XX04 sub lot line items.

b. Due to the height difference between the submarine deck and pier, the HSP provided submarine brow must afford personnel a smooth and safe transit when entering or exiting the submarine deck. The submarine brow must be capable of supporting shore power cables without damaging the cable.

2. MOBILE CRANE SERVICES

a. The HSP shall provide mobile crane services (shore crane) with operator(s). The HSP shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HSP shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each mobile crane ordered.

b. Crane services under this Line Item are for land cranes only.

3. FORKLIFT SERVICES

a. The HSP shall provide forklift services with operator(s). The HSP shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. Upon the Supply Officer's request, the HSP shall provide information concerning forklift/lifting capacity. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HSP shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered.

LINE ITEM XX05– SHIP MOVEMENT SERVICES (PILOTS, TUGS, LINEHANDLERS)

1. The HSP shall arrange pilots, tugs, and line handlers as ordered. The HSP shall coordinate with port authorities, as necessary, to ensure that the services are available at the times requested. It should be noted that the port authority or other authorized sources provide these services, and are, therefore, to be priced in accordance with current tariff rates.

2. The HSP shall provide tugs to bring ships to and from berthing locations. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

LINE ITEM XX06 - WATER FERRY/TAXI SERVICES

1. The HSP shall provide water taxis to transfer ship personnel to and from the ship and the fleet. At the commencement of service, the HSP is required to advise the ship of scheduled breaks and any changes to the taxi service schedule. The HSP shall provide water taxi service when the vessel is expected to be at anchorage for twenty-four (24) hours or more. Water taxi service shall be always available, with the exception of inclement weather, during the two (2) one-hour meal breaks and during refueling.

2. Taxi water service shall include a minimum of two (2) qualified operators (a driver and one other operator), any other helpers or crew members required by local authorities, all insurance, fuel, holiday surcharges, overtime, and other operating expenses. Operator qualifications are set forth in paragraph (14) below.

3. Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the ship. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection. The HSP shall be entitled to a six (6) hour minimum rental fee in cases where actual usage is less than six hours per day.

4. If the HSP cannot provide the size of water taxi ordered, the HSP shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event the ship will be charged for the size of the water taxi ordered. For example, if one (1) 250-pax water taxi is ordered and is not available, then two (2) 125-pax water taxis shall be provided for the rate of one (1) 250-pax water taxi, if acceptable to the Ordering Officer.

5. The HSP shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the port or the country in which the port is located. Apart from compliance with local laws and regulations, the HSP shall meet all additional requirements as set forth throughout the PWS. Water taxi shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, and fitted for service required. Further, water taxi shall be in a clean condition when presented for service and shall be free of debris.

6. Each water taxi shall be equipped with at least one clean and serviceable life jacket for each passenger and crewmember, and all jackets shall be stowed in a readily accessible place.

7. Except as otherwise specified herein, the service shall include all equipment needed to transport personnel between the vessel anchored in the outer harbor, or in the inner harbor, fleet landing, or any designated pier or berth within the port. If it becomes necessary to change the landing point of the water taxi (pier or berth) within the port, the HSP shall dock at the new landing point. In the event this occurs, it will be considered to be a “Change” to the contract.

8. All water taxis used by the HSP shall provide overhead covering.

9. Before the commencement of any services under this contract, the HSP shall make the water taxi available to the Ordering Vessel's Commanding Officer or designated representative for inspection.

10. The following information shall be conspicuously posted in each water taxi shall be in English and the language of the country in which the port is located:

    a. Current operator's/captain's license.
    b. Passenger/weight capacity limits notice.
    c. Location of life jackets and other life saving equipment.
    d. Location of all exits indicated in large letters.
    e. Emergency procedures.

11. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

12. The consumption of alcoholic beverages shall not be permitted aboard the water taxi.

13. Operator Qualifications: All personnel or employees of the HSP operating water taxis, shall have all certification required and issued by the law of the country in which the port is located for the operation of the type, class, or size of water taxi being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the water taxis are to be operated to ensure the water taxis are operated in a safe and seaworthy manner. At least one operator on each boat must speak English.

14. Security: During the term of this contract, the ship(s) to be serviced will provide adequate and sufficient security personnel for maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the ship's Commanding Officer or designated representative. When such naval personnel are embarked in a HSP-operated water taxi, he will be responsible for the good order and discipline of naval personnel.

15. In the event of a water taxi breakdown, immediately prior to, or during a trip, the HSP shall immediately provide a replacement water taxi that complies in all respects with this contract, at no additional cost to the U.S. Government. If a water taxi is not operable when required under this contract, the HSP shall immediately provide at no additional expense to the U.S. Government, a replacement water taxi which complies in all respects with this contract.

16. Any personal articles or items found on the water taxi after completion of each trip shall be turned over to the ship's Security Officer or his direct representative.

17. To verify a claim by the HSP for any damage or destruction caused by the U.S. Government, it shall be the responsibility of the HSP to ensure that the water taxi is jointly inspected before and after each trip by the HSP and an authorized representative of the U.S. Government.

18. When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

19. Inspection and acceptance criteria for water taxi services. The Commanding Officer or his designated representative of the ARMY/USS/USNS/USCG ship shall inspect and accept all liberty boats/water taxis prior to transporting any personnel. Each order for liberty boat/water taxi services is made on the basis that the request is to be considered a final order/obligation of the US Government only after each water taxi has been inspected and accepted by the ship's representative. The ship's Commanding Officer is solely

responsible for the safety of his crew and the subsequent acceptance of liberty boat/water taxi services. The following features or components may be inspected prior to acceptance. The following items must be functional and in safe operating condition:

a. HULL
   i. Watertight integrity of weather decks, bulkheads, watertight closures and interior hull structure.
   ii. Superstructure (including masts and stacks).
   iii. Railings, bulwarks and their attachment to hull, especially guardrails and lifelines.
   iv. Provisions for drainage of seawater from exposed decks.

b. MACHINERY
   i. Main propulsion and auxiliary machinery essential to operation of craft.
   ii. Sea and bulkhead closure valves.
   iii. Bilge suction strainers and dewatering systems bilge pumps to be tested by operation.
   iv. Bilges free of flammable liquids.

c. ELECTRICAL
   i. Cables.
   ii. Navigation, deck and emergency lighting.
   iii. Rotating electrical machinery, e.g., generators and motors.
   iv. Storage batteries.

d. LIFESAVING EQUIPMENT
   i. Life preservers sufficient number for maximum capacity of craft, accessible and in satisfactory condition.
   ii. Life raft(s) and hydrostatic release (where applicable) sufficient for maximum capacity.
   iii. First aid kits, life rings and distress lights.
   iv. Distress signaling devices.

e. FIRE FIGHTING EQUIPMENT
   i. Fire pump passes fire pump pressure test.
   ii. Portable fire extinguishers (eg. CO2 cylinders)

f. STEERING APPARATUS

g. MISC SYSTEMS AND EQUIPMENT
   i. Harbor charts.
   ii. Ground tackle and mooring lines.
   iii. Whistle/fog horn, bell.
   iv. Compass.
   v. Radar.
   vi. 2 way radio capable of bridge to bridge communications.
   vii. Current licenses.

20. The HSP shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for U.S. Government review and inspection.

LINE ITEM XX07 – GENERAL CHARTER & HIRE ITEMS

1. YOKOHAMA OR COMPARABLE TYPE FENDERS

   a. The HSP shall furnish Yokohama or comparable type fenders for all classes of ships in accordance with the Schedule of Supplies and Services. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee PER Yokohama or comparable type fender. All costs associated with installation, and removal of one fender, as well as round trip costs associated with transport of the fender from another port or storage location, if required, are to be included in the proposed line item price.

   b. Rental is on a daily (24-hour) basis, per fender. The HSP shall be responsible for securing the fenders to the pier.

   c. The HSP shall provide fenders with a minimum of two (2) mooring lines.

2. CAMELS, BREASTING, AND FENDERING BARGES

   a. The camels shall be flat surface platforms to be placed alongside the pier and sufficiently capable of breasting the ship away from the pier or from other ships.

   b. The HSP shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3. LANDING BARGES

   a. The landing barges shall be flat surface barges for positioning at the stern or side of the vessel to serve as a loading/unloading platform for water taxi personnel or cargo; they shall not interfere with the operations of the ships' elevators or other equipment. Although landing barges are primarily used for class IV and V vessels, they may be ordered for use with any class vessel.
   b. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

4. OILY WASTE REMOVAL (TRUCK AND BARGE)

   a. Oily Waste is defined as any liquid petroleum product mixed with wastewater and/or oil in any amounts, which, if discharged overboard, would cause or show sheen on the water. The HSP shall dispose of any combination of oily waste and grey water as oily waste.

   b. Oily Waste is measured by Cubic Meter (1CM = 264.2 Gallons). The HSP shall submit, as an attachment to the invoices for disposal services, a document verifying the quantity collected and the name of the disposal plant where the oily waste have been or will be disposed.

   c. The HSP shall comply with the environmental requirements of each country where oily waste is disposed and shall be liable for any costs incurred as a result of the HSP's failure to comply with such requirements. The HSP shall keep all disposal certificates and shall make them available to the

Contracting Officer upon request. If the ship concurs with the volume, the ship will pay for the entire amount.

d. Oily Waste Removal involves the collection of Oil and Aggregate Water generated by the ships. The requiring vessel will pump this waste into HSP-provided tanks or barges. The HSP shall provide all equipment and facilities required to remove oily waste, including hoses and connections compatible with the ship being serviced. The HSP shall provide hoses of sufficient length from equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

e. In all cases when a ship orders oily waste disposal services, the HSP shall invoice and will be paid the for a minimum daily quantity of 60 CM for providing the disposal services, even if the oily waste quantity pumped and disposed that day is less than the 60 CM minimum quantity.

f. In the event the HSP subcontracts oily waste disposal, the HSP shall be liable for any costs incurred as a result of the disposal operator's failure to comply with local requirements.

g. The HSP shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed. The Government reserves the right to independently verify the volume of discharge using certified flow measuring devices. The Government reserves the right to request a written statement from the HSP describing the method of measurement used to determine the amount of Oily Waste removed from the vessel.

h. When removal is done via barge, the HSP shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. The HSP shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements.

5. INTERPRETER SERVICES

a. The HSP shall provide interpreter services when ordered. The interpreter shall be fluent in both spoken and written local language and English.

6. PRATIQUE

a. The HSP shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

7. STEVEDORE SERVICES

a. The HSP shall provide stevedores for general labor. Billing shall be at the hourly rate for worker.

8. PORT DUES

a. In some countries, the port authority or concessionaire charges port dues to the visiting ship. The port dues may be based on the length or based on the gross tonnage of the ship. Only 'FINAL' invoices will be accepted for payment.

LINE ITEM XX08 - COLLECTION, HOLDING, AND TRANSFER (CHT)

1. The HSP is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships throughout the area covered by this contract. The HSP shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The HSP shall be responsible for the supervision of the collection, transportation and disposal services to avoid any overflow of waste on the barge and at the pier. Services shall commence upon ship's arrival whether, at anchor or pierside. The HSP shall pre-position CHT barges, when necessary, in accordance with force protection or other requirements.

2. The HSP shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3. The HSP shall remove sewage from the ship in HSP-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

4. The HSP shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT. The Government reserves the right to use its own metering device to verify measurement of sewage discharge.

5. The HSP shall provide CHT hoses of sufficient length from HSP equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6. The HSP shall properly dispose of all sewage whether by pier-side or at anchorage.

7. The CHT service shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the HSP shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT.

8. The HSP shall submit, as an attachment to the invoices, a document (certified by the ship's personnel) that indicates the quantity collected and the name of the disposal plant where the CHT will be disposed. The Government reserves the right to independently verify the actual volume of CHT discharged using a certified flow measuring device provided by the HSP. The Government reserves the right to request a written statement from the HSP describing the method of measurement used to determine the amount of CHT removed from the vessel.

9. The HSP shall follow any environmental regulations required by each country. If the ship concurs with the volume, the ship will pay for the entire amount.

10. The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the HSP's report in writing. The HSP is also responsible to keep all disposal certificates and shall make them available to Contracting Officer upon request.

11. When CHT removal is via barge, The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

In all cases when a ship orders CHT disposal services, the HSP shall invoice and will be paid the for a minimum daily quantity of CHT for providing the disposal services, even if the CHT quantity pumped and disposed that day is less than the 60 CM minimum quantity.

LINE ITEM XX09 - FRESH POTABLE WATER

1. Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

    a. Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See below:

1. Contaminant levels for inorganic chemicals (effective 1 January 1993)

CONTAMINANT	*MCLG (mg/L)* [1]	*MCL (mg/L)*	*AL (mg/L* [2]*)*
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0		.015 [4]
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
TOTAL NITRATE AND NITRITE (AS N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE :	4	4	

(1). Maximum contaminant level goal (MCLG). The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are nonenforceable health goals.

(2) Action level (AL). Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90th percentile" level is greater than 0.015 mg/L).

2. Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 - DICHLOROETHANE	0	0.005
1,1 - DICHLOROETHYLENE	0.007	0.007
PARA - DICHLOROBENZENE	0.075	0.075
1,1,1 - TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.6
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 - DICHLOROPROPANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES (TOTAL)	10	10

3. Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) effective 01 January 1993))

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3- CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S (AS DECACHLORBIPHENYL)	0	0.0005
ALDICARB	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10[(1)]

[(1)]. The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

4. Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites that are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Reference (d) contains sampling requirements for the Navy public water system.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Autoanalysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the multiple-Tube Fermentation (MTF) Technique, and the membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use is included in reference (1).

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, except where the State waives this requirement on a case-by-case basis.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the State may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before, unless the MCL has been violated and the system has notified the State (in which case the State may reduce or eliminate the requirement to take the remaining samples).

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms. Or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements that apply when a sample is fecal coliform-positive.

5. Turbidity The MCL for turbidity applies to both community water systems and noncommunity water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at State option).

b. Five turbidity units (maximum) average for 2 consecutive days.

c. These requirements apply to filtered systems until 29 JUNE 1993. The requirements apply to unfiltered systems that the State has determined, in writing, must install filtration until 29 June 1993 or until filtration is installed whichever is later. After the above dates, consult the latest edition of 40 CFR 141.

6. The MCL for Radiological Contaminants are:

Gross alpha particle activity including radium 226 but excluding
radon and uranium . . . . . .15 pCi/L
Combined radium-226 and radium 228 . . .. .5 pCi/L
Tritium . . . . .20,000 pCi/L
Strontium-90. . . . . 8 pCi/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

7. Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

b. Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

a. These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at these websites: http://www.epa.gov/OGWDW and http://www.tdh.state.tx.us/bfds. The HSP shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

b. The HSP shall provide for the delivery of fresh potable water to the ships as ordered. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, CERTIFIED METERING DEVICES.

c. Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraphs (2)(a) and (2)(b) above. If the water source does not meet the requirements of potable water, the HSP shall be required to provide water from an alternate approved source at no increase in the contract price.

d. Potable water pierside shall be delivered by pipeline if available. If a vessel is at anchorage SUBLINE ITEM XX09AC applies.

2. The HSP shall be paid based on the ACTUAL METRIC TONS of potable water received on the ship. The Government reserves the right to require a written statement from the HSP describing the method of measurement used to determine the amount of potable water provided to the vessel.

LINE ITEM XX10 – SHIP UTILITY SERVICES

1. SHORE STEAM

   a. The HSP shall provide shore steam to the ship. This sub lot line item is performance-based. Shore steam provided to the ship may be provided by any means (boiler or generator) so long as the pressure of steam delivered to the vessel is approximately 100 PSI (standard commercial pressure) and of acceptable quality for the vessel. Pricing for provision of shore steam shall be on a TBD basis and should include the boiler or generator, fuel for the generator, mobilization/demobilization, hoses, and adapters appropriate to the vessel type, and water (where required) for the generator or boiler. This item shall be billed on a daily basis.

2. OIL BOOMS

   a. The HSP shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom. Billing for LINE ITEM XX10AA & XX10AB shall be per meter. For example, a 300-meter oil boom would be billed at 300 meters per day.

   b. Oil Booms are intended to act as a precautionary measure in case of inadvertent leakage from equipment otherwise in sound operating equipment. Oil booms are also intended to mitigate the environmental damages that may otherwise result from inadvertent leakage. The HSP shall notify the Ordering Activity, upon receipt of a LOGREQ request, if deployment of an oil boom at the proposed mooring location is contrary to host nation or port authority regulation so that the order for the oil boom service can be cancelled. Cleanup and disposal of oil is a port authority function. If the HSP incurs charges for these services, they shall be billed as port tariff items on a reimbursable basis.

3. SHORE POWER (INCLUDES CABLES, CONNECTION, FUEL, AND OPERATORS) 450-480V, 60 HZ

   a. The HSP shall provide shore power to the ship using a port-provided, permanent connection system or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels. The HSP shall provide all cables and make all power connections between the generator and ship. The availability of shore power shall be in accordance with the schedule established by the ship.

   b. Sub Lot Line Items XX10AC through XX10AG are to be used only if/when shore power provided by port authorities is, for any reason, not available or inadequate.

LINE ITEM XX11 – LAND TRANSPORTATION (PERSONNEL) SERVICES (BUS SERVICE AND VEHICLE SERVICE)

1. GENERAL REQUIREMENTS :

   a. All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured. The HSP is responsible for delivering all cargo and personnel to the correct location on schedule.

   b. If a Government official is designated to drive the vehicle, he or she is required to be at least 21years and meet all requirements for driving in the host nation. The HSP is responsible for passing the information required to register with the local rental company from the Ordering Activity.

   c. The HSP shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government

shall have the right to reject the vehicle for performance of services. The HSP shall ensure that each vehicle is jointly inspected before and after a trip by the HSP and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

d. If a vehicle is not operable when required under this contract, the HSP shall provide, at no additional expense to the U.S. Government, a replacement vehicle within three (3) hours that complies in all respects with this contract.

2. BUS SERVICE

a. The HSP shall provide air-conditioned bus services on an hourly rate basis and bill under LINE ITEM XX11AA and XX11AB. The hourly rate shall include one driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any additional driver, if required, shall be priced separately. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

b. The HSP shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition when presented for service and shall be free of debris.

c. In the event of a bus breakdown, the HSP shall provide within two hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

d. Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's Ordering Officer.

e. The HSP shall be responsible for ensuring that the HSP and an authorized representative of the U.S. Government jointly inspect before and after a trip each bus. The U.S. Government will not consider any claim for damage to a bus, which has not been inspected.

3. VEHICLE SERVICE

a. Vehicle Specifications, Maintenance, and Malfunctions

(i) The HSP shall furnish "new" air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations.

Sedans or SUVs shall have a minimum capacity of four (4) passengers and 1600cc engine.

In the event a "new" vehicle is not available in certain countries, the HSP shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. Vehicles shall be priced on a daily rate. They shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full. The prices for vehicles services are based upon an assumption that the vehicles will be returned with an empty tank of gas. There shall be no surcharge applied to the commercial price of the fuel. Vehicles can be returned with any amount of gasoline. Ships shall not be responsible for returning the vehicle with a full tank of fuel, and the HSP shall not be obligated to credit the ship for the remaining fuel.

(ii) The HSP shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and be responsible for all emergency repairs and services.

(iii) Should any vehicle break down while in the U.S. Government's possession, the HSP shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than three (3) hours later. The replacement shall take place either at the point of breakdown or at the HSP's office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the HSP's expense. In addition, the HSP shall be liable for any U.S. Government incurred costs because of the breakdown; such as towing, repair costs, and related transportation expenses because the HSP was unreachable.

b. Substitution of Vehicles

(i) If the HSP does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the HSP shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group B car is ordered but unavailable, and if no other Group B vehicle is available, the HSP shall furnish a higher group vehicle at the price listed for the Group B vehicle originally ordered.
(ii) In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

c. General Description of Vehicle Types

(i) The vehicles shall meet the general description set out below:

Medium-size Sedan (Group "B"): 2 - 4 doors; 4 - 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Executive Sedan (Group "E"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Passenger Van (Group "M"): 9-passenger capacity; air conditioning; minimum 2000cc engine.

Cargo Van (Group "X"): 12 Cubic Meter volume capacity, air conditioning; minimum 2000cc engine.

d. Insurance and Liability.

(i) The prices for vehicle services, as set forth in the schedule, shall be subject to the conditions below.

(ii) The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

(iii) The HSP and any Subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the HSP, its subcontractors, its agents, or employees.

(iv) The HSP shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The HSP shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or

damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the use by the U.S. Government, its agents or its employees of any vehicle under this contract.

(v) Paragraph (iv) shall not be construed as limiting the HSP's liability to the amounts of the required minimum insurance coverage specified therein.

e. Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. The HSP shall notify the Supply Officer of the infraction and amount cited.

f. Mileage and Deposit Charges. There are no mileage or deposit charges for the vehicles under this contract.

g. Time Periods. Time shall begin once U.S. Government employees have taken possession of the vehicle. The daily rate is defined as 24 consecutive hours. If the vehicle is rented with a driver, and if a driver is required during the entire period of rental, no individual driver shall be required to drive more than 8 hours straight. Drivers must not have been driving within the previous 8 hours.

h. Executive Sedan with Driver (Group "Y"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan. This group requires an executive sedan and shall be provided with a driver. Drivers must be familiar with local area, and must speak English. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. No individual driver shall be required to drive more than 8 hours. Drivers must not have been driving within the previous 8 hours. The HSP shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations by the provided driver. The U.S. Government will reimburse the HSP for additional costs in two cases: for highway tolls, and for the driver's overnight accommodation up to $120.00 or equivalent local currency, when required by U.S. Government business such as travel to another city, and upon presentation of an original invoice.

LINE ITEM XX12 - TELEPHONE SERVICES AND COMMUNICATIONS EQUIPMENT

1. Cellular Telephone Services (LINE ITEM XX12AC): Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under LINE ITEM XX12AC. The HSP shall have readily available a minimum of 10 cellular telephones at a given time. Each mobile phone provided shall include an operating manual/instruction with published rates for usage.

2. Landlines (LINE ITEM XX12AA): Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Installation charges shall be inclusive of all costs for installation and removal of landlines. Usage charges and port tariff fees associated with landline connections (LINE ITEM XX12AB) will be the actual charges computed in accordance with the local or national tariff.

3. The HSP shall provide pre-paid International Calling Cards for official use (LINE ITEM XX12AE).

LINE ITEM XX13, XX14, XX15 - FORCE PROTECTION BARRIERS, PERSONNEL, AND SUPPLIES

1. Only the ship's Commanding Officer, the ship's Supply Officer, or the FISC Yokosuka Contracting Officer is authorized to order Force Protection (FP) services under this contract. If any other activity or individual

attempts to order FP services (e.g., NCIS, DAO, etc), the Husbanding Service (HSP) Contractor is required to immediately inform the ship and receive a proper order prior to beginning performance of these services. If the HSP receives an order for Force Protection services from the ship's Commanding Officer, the HSP shall confirm the order with the ship's Supply Officer or the FISC Yokosuka Contracting Officer before beginning performance.

2. The HSP is responsible for providing and coordinating the FP services described in paragraphs 2-6 and 8-15 as part of their Husbanding Services under Lot Line Item XX01. The HSP shall develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HSP must coordinate all aspects of FP planning and services with Port Authorities, host nation agencies, and U.S. Embassy security staff. If the host nation is supplying FP assets the HSP must verify they are available and are scheduled to show up on time.

3. The HSP will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer. The HSP shall not add any requirements without prior approval.

4. The HSP is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Yokosuka Contracting Officer. The HSP must explain what the added FP service will include and why it has been requested. The FISC Yokosuka Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HSP will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

5. FP is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, having the objective of improving security to personnel and ships while in port. FP services or supplies may be provided by the host nation at no cost or may be billed at the public tariff rate. The HSP is required to verify what services will be provided by the host nation. For the services that cannot be provided by the host nation, the HSP is required to arrange these services by obtaining them from commercial sources at the prices indicated in the pricing schedule.

6. The HSP shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HSP's written policy shall describe the required measures to protect ship schedule information.

7. The HSP shall provide as many services identified below as ordered by the ship or FISC Yokosuka Contracting Officer. These services do not include other related services not listed, but may be required and separately ordered to attain a higher level of security in a port.

8. Personnel providing force protection services must be responsive to instructions from the ship. This does not authorize force protection personnel to violate any local regulations, any Port Authority ordinances, or local decrees. The equipment and material used for the force protection services will be inspected by the ship's force to ascertain that they meet force protection requirements.

9. Access Points: The HSP shall establish a single entry and exit point to the pier area.

10. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

11. Personnel Identification: The HSP shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

12. Background Checks: The HSP shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations. Background checks shall be accomplished in accordance with controlling local law. The HSP shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers. The HSP shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The HSP shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing. In addition, the HSP will be required to provide vetting services for third party contractors such as DLA-Engery contractors.

13. Access Lists: The HSP shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

14. Inspections: The HSP shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

15. Stand-Off Distances:

    a. Objects: To the maximum extent practicable the HSP shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

    b. Unloading Zones: To the maximum extent practicable the HSP shall establish unloading zones at least 400 feet (125 meters) away from the ship.

    c. Warning Signs: The HSP shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

        i. Sign Specifications:
            1. Language: Must be in the local language(s) as well as English.
            2. Wording: Must state "Restricted Area, Do Not Enter"
            3. Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
            4. Color: Yellow or white with black lettering
            5. Visibility: Must be highly visible from a distance of 400 feet (125 meters)
            6. Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

16. The unit price for force protection services shall include all costs associated with providing transportation, mobilization/installation and demobilization/de-installation, or arranging the requested services below unless the transportation, mobilization/installation and demobilization/de-installation is identified as a

separate Lot Line item number. The HSP's invoice shall set forth the unit of issue identified for each service, total quantity ordered for each service, unit price, and the total price.

17. The force protection services that the ships may order if included on the contract schedules are:

(a) Jersey-type security barriers and CONEX box barriers capable of stopping a vehicle (automobile). (Price per meter per day)

(i) Concrete barriers
(ii) Water filled barriers (completely filled with water). Price must include water.
(iii) CONEX box barriers.

Mobilization, installation and demobilization will be billed under a separate contract line item number.

(b) Unarmed security guard to control vehicle and personnel access to pier. (Price per guard per hour) Must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival.

(c) Floating Line of Demarcation (LOD) at pierside, equipped with anchors and lighting (for night visibility). (Price per meter per day) The floating LOD must be anchored at least 30 meters from ship. Oil booms are acceptable. Mobilization, installation and demobilization will be billed under a separate contract line item number. A Floating Line of Demarkation buoy system is considered a suitable substitute for the Floating Line of Demarcation and shall be charged at the price specified for sub-LLINs XX13AG and XX13AH in the Attachment 2 schedules.

(d) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities. Continuous coverage is required for the period of performance ordered by the ship or by the Contracting Officer. (Price per patrol craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(e) Unarmed and manned motorized patrol craft, approximately 5-10 meters in length, with own radio to communicate with ship and local authorities, to escort ship from pilot pickup point to mooring location. (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(f) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities, on call (available within 15 minutes). (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(g) Tire-shredding strips, equipped with metal spikes, to be placed across the entry to pier access. (Price per one strip per day) Must be capable of disabling a vehicle, which drives over the strips in the wrong direction. Strips must be at least one meter in length.

(h) Metal pedestrian-control fences. (Price per 2x2 meters fence per day) Must be at least two (2) meters high, two (2) meters wide, and sturdy enough to withstand wind and other inclement weather.

(i) Signs in host nation language. Signs shall be at least one (1) meter long and a half (1/2) meter wide, with lettering at least 10 cm high. (Price per sign per day). Each sign is to read: "Controlled area. Unauthorized entry prohibited." Signs shall be legible, on a sturdy material that will not fade, run, or be ruined due to inclement weather (plastic material preferable). Signs shall also be written in fluorescent paint/material or be lighted, so they can be

seen at night. Signs shall have some type of securing means on them, such as a hole punched in each corner, to use wire to secure sign to fence.

(j) Portable fluorescent lighting capable of illuminating 300 meters by 100-meter area. The HS Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port's installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting. (Price per portable unit per day)

(k) Weather resistant guard shacks, capable of holding at least two persons. Guard shack shall be enclosed, and shall have, at a minimum, one door and one window. Please indicate guard shack measurements. (Price per unit per day).

(l) Hand held metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition (Price per unit per day)

(m) Walk-through metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(n) Trained metal detector operators. (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(o) Hand held explosives detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day).

(p) Walk-through explosive detector, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(q) Trained explosives detector operators, (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(r) X-ray baggage scanning machines, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(s) Trained X-ray baggage scanning operators (Price per hour per operator). Operators shall search host national baggage. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(t) Explosives disposal-trained diving services capable of inspecting pier before ship arrival. Must have obtained all applicable licenses and/or certifications from host nation prior to diving. (Price per hour)

(u) Battery operated bullhorns, new batteries included. (Price per unit per day)

(v) Sturdy tables with dimensions of at least two (2) meters long and one (1) meter wide, with four folding chairs. (Price per unit per day)

(w) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and open on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(x) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and closed on all sides. Must be anchored down and strong enough to withstand

inclement weather. (Price per unit per day)

(y) 800 MHz radios. Must be in excellent condition, and battery operated, with batteries included. (Price per unit per day)

Note: If the FP services required in support of the port visit are not included as pre-priced items in the contract schedules, paragraph D.5. of the PWS applies.

LINE ITEM XX16 - PORT HANDLING COSTS

1. PAINT FLOAT

a. The paint float shall be no less than 5M in length but, in all cases, large enough to provide a safe and stable working platform for the occupants. Scaffolding may be of any height less than 3.5M from the deck, so as to provide a working platform at least 4M from the waterline. The paint float shall be equipped with suitable self-fendering to prevent damage to the ship. The price of these fenders shall be included in the quoted price of the paint float. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. Rails shall be no less than 1M from the working platform. The working platform shall be equipped with anchor points for harnessing. The Ordering Activity shall be responsible for providing safety harnesses, for obtaining permission from local authorities prior to all work on the paint float, and for cleanup/disposal of all hazardous material generated or released outside the paint float. The HSP shall notify the Ordering Activity of local regulatory requirements concerning paint floats, assist the Ordering Activity in submitting requests and passing required documentation to the local authority where permission is required to work on the paint float, and arrange for required cleaning of the paint float upon return. The ordering activity is responsible for securing the paint float from the time custody has been transferred to them until returned to the HSP or the ship departs, whichever is earlier.

2. MATERIAL HANDLING (UP TO 150 LBS)

a. The HSP shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

b. The HSP shall use counter-to-counter delivery and charge by each Bill of Lading. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

c. Shipping documents shall be labeled "SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HSP.

d. The HSP shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel. The HSP shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

e. The HSP shall receive the package from the ship and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

f. The HSP shall deliver the package to the ship the day of arrival in port or the following morning. The HSP shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

g. The HSP shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HSP shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

3. MANLIFT (WITHOUT OPERATOR)

a. The HSP shall provide a manlift (without operator) and a full fuel tank. The HSP shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning. The HSP shall conduct training on safety and operating procedures for ship personnel. The HSP shall maintain documentation of ship personnel acknowledgement of the training.

LINE ITEM XX17 - COST REPORTING

LINE ITEM XX17AA - LogSSR Reporting

Upon award, the HSP shall utilize the LogSSR to submit all reports and documentation related to the husbanding order. LogSSR can be accessed through the NAVSUP One Supply website at https://www.navsup.navy.mil/onesupply, redirected through www.navsup.navy.mil/logssr or directly at the official website of https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(1) LogSSR access and input.

(a) At the start of the contract period of performance, the HSP shall begin to enter the final itemized port cost information for every order under this contract directly into the LogSSR database (Actual Cost Report) and email all corresponding documentation (LOGREQ, Initial Cost Estimate Report, validation of submission of cost estimate, final invoices, and supporting documentation required by the contract). External Certification Authority Public Key Infrastructure (ECA PKI) is not required for entry, but no access to the HSP's information is accessible unless obtaining an ECA PKI.

(2) LogSSR functionality.

(a) This system is designed to gather all reports and documentation related to ALL ordering activity e.g. a ship's visit, beginning with the Initial Cost Estimate (referred to in this solicitation as the 'pre-arrival cost estimate') to the Actual Cost Report. All supporting documentation will be submitted by email to navsup_hq_logssr@navy.mil in PDF format (Adobe Acrobat) when the port visit information is entered into LogSSR. Although the pre-arrival cost estimate is a separate reporting requirement, a copy of this report shall also be submitted as part of the Actual Cost Report documentation described in paragraph (b) below. The Documentation is discussed below:

(b) Actual Cost Report:

(1) The HSP shall create the Actual Cost Report in the LogSSR website directly, **within seven (7) calendar days from completion of the ship's visit**. The HSP shall also send a copy of the order (i.e. SF 1155 or 1449), a copy of any Initial Cost Estimates, a copy of the LOGREQ, and all HSP and any sub-contractor invoices and supporting documentation required by the contract as PDF files to the LogSSR email address of **navsup_hq_logssr@navy.mil** and to the email address specified at the time of contract award for each region concurrent with the creation of the Actual Cost Report in LogSSR. The HSP shall identify the line items as actual or estimated. This option is for those line items where the HSP has not received the actual invoice before the ship leaves port, i.e. telephone bills. The HSP shall include ALL port costs paid by each ship for which the HSP provides husbanding services. Email submissions should be limited to no more than 10 MB per email (multiple emails authorized if needed) and reference the port visit identification number in the subject line (received when a port visit

is submitted).

(2) For ships or ordering activities that do not have disbursement capabilities, the HSP shall send the signed DD Form 1155, invoices and the additional documents required clearly indicating that a payment is pending to email address husbanding@fe.navy.mil and to the LogSSR email address of **navsup_hq_logssr@navy.mil.**

(3) Any changes to an Actual Cost Report (i.e. finalize the charges made on an estimated amount) shall be forwarded by e-mail to and to the email address husbanding@fe.navy.mil and to **navsup_hq_logssr@navy.mil** email account as PDF file within seven (7) calendar days of the change. The email must contain a summary of the changes. The FISC contracting office will update changes to the LogSSR.

(4) The Actual Cost Report and supporting documentation will be visible in the LogSSR website by the government personnel with validation authority. Final reports of an HSP representative can be accessed through the website only by obtaining an ECA PKI that will provide access only to the HSP's submitted information.

NOTE: Before submission of reports or any other data to the FISC Contracting Office via electronic transmission or any other data media, the HSP shall scan all documents with current anti-virus software to ensure computer virus free transmission. The LogSSR server scans all reports for computer viruses before inclusion in the databases. Any reports received containing computer viruses will be immediately deleted and not necessarily returned to the HSP.

NOTES:

1. "All data obtained by the Government through the use of LOGSRR during the course of the contract is for the Government's use and shall be treated as 'limited rights' as described in DFAR 252.227-7013(13) after the contract expires".

2. Failure to provide required reports in a timely manner as outlined in the PWS will result in penalties as outlined in the Quality Assurance Surveillance Plan (QASP).

Line Item XX18 - PORT TARIFFS NOT OTHERWISE SPECIFIED

Line item XX18AE – Port Tariff Items

1. Port tariffs (PT) billable under XX18 include all PT items for which a specific sub-line item is not specified in the Exhibit A.

2. The HS Contractor shall also provide all original documents with any invoices for port tariff items which have been provided to the ship for certification by the ship's Supply Officer prior to departure. Invoices for port tariff items not available prior to the ship's departure shall be presented for payment in accordance with OC-1.

CONTRACT ADMINSTRATION PLAN
PROGRAM TITLE: Pacific Islands, Pacific Partnership 2011 Husbanding Logistics Services for U.S. Naval Forces

DESCRIPTION OF PROGRAM: This requirement is for husbanding logistics services to support U.S. Naval forces and other U.S. Government agencies in Pacific Islands, Pacific Partnership 2011. This is an indefinite-delivery indefinite-quantity (IDIQ) contract and task orders will be issued by authorized ordering officers or FISC contracting officers.

PROCURING CONTRACT OFFICE: U.S. Fleet & Industrial Supply Center, Detachment Singapore

CONTRACT ADMINISTRATION OFFICE: U.S. Fleet & Industrial Supply Center, Detachment Singapore

PAYING OFFICE: Payment will be made by government purchase card, by the ship's disbursing office, or the DFAS Yokota Paying Office. Individual task orders will identify the office making payment.

1. PURPOSE: The purpose of this Contract Administration Plan (CAP) is to:

- Identify key contract administration milestones
- Provide a consistent and uniform approach through the region for monitoring performance requirements
- Identify key roles and responsibilities
- Outline the ordering and invoice processes
- Outline the cost reporting process
- Outline the past performance documentation process

2. CONTRACT ADMINISTRATION MILESTONES:

Event	Milestone Date	Government Person Responsible
1. Provide minimum IDIQ funds for award	90 days before award	Fleet
2. Write COR's designation letter	Prior to Award	Contracting Officer
3. Award contracts	Award date	Contracting Officer
4. Write ACO's designation letter	30 days after award	Contracting Officer
5. Prepare funded delivery orders	When service required	Authorized Ordering Officer or Contracting Officer
6. Establish schedule with HSP of actions and Deliverables	30 days after award	COR or Contracting Officer
7. Hold post-award orientation meeting	30 days after award	Contracting Officer and COR
8. Obtain HSP's schedule of any actions during phase-in	45 days after award	Contracting Officer and COR
9. Schedule quarterly performance meetings & notify participants	45 days after award	Contracting officer and COR
10. Provide quarterly and semi-annual input for performance assessments (i.e., QASP/CPARS)	45 days after award	Fleet, COR, HSP, Contracting Officer
11. Document HSP performance for past performance purposes (i.e., CPARS)	Semi-annually after contract award	COR, Contracting Officer
12. Close-out contract file	180 days after contract complete	Contracting Officer

3. MONITORING CONTRACTOR PERFORMANCE: Contract performance will be monitored and feedback provided in accordance with the Quality Assurance Surveillance Plan (QASP) and Contractor Performance Assessment Reporting System (CPARS). The contract contains negative incentives if metric goals, as identified in the QASP, are not achieved. Documentation of performance through the QASP will be performed on a quarterly basis and the CPARS will be performed on a semi-annual basis.

The QASP will monitor the following areas:

- Adherence to Port Visit Cost Reporting
    - Timeliness of cost estimates received
    - Timeliness of final cost estimates

- Cost reporting submittal accuracy and completeness

- Customer Satisfaction
  - Ship's satisfaction with HSP services
- Cost Savings

CPARS will monitor performance in the following areas:

- Quality of Product or Service
  - Are reports/data accurate?
  - Does the product or service provided meet the specifications of the contract?
  - Does the HSP's work measure up to commonly accepted technical or professional standards?
  - What degree of Government technical direction was required to solve problems that arise during performance?

- Schedule
  - Assess the timeliness of the HSP against the completion of the task orders, milestones, delivery schedules, and administrative requirements
  - This assessment of the HSP's adherence to the required delivery schedule should include the HSP's efforts during the assessment period that contributes to or affect the schedule variance.

- Cost Control
  - Does the HSP keep within the estimated costs?
  - Did the HSP do anything innovative that resulted in cost savings?
  - Were invoices accurate, complete and timely?

- Business Relations
  - Is the HSP oriented toward the customer?
  - Is interaction between the HSP and the government satisfactory or does it need improvement?
  - Address the timeliness of awards to subcontractors and management of subcontractors, including subcontract costs. Consider efforts taken to ensure early identification of subcontract problems and the timely application of corporate resources to preclude subcontract problems from impacting overall prime contractor performance.
  - Assess the prime contractor's effort devoted to managing subcontracts and whether subcontractors were an integral part of the contractor's team.

- Management of Key Personnel
  - How well did the HSP match the qualifications of the key position, as described in the contract, with the person who filled the key position?
  - Did the HSP support key personnel so they were able to work effectively?
  - If a key person did not perform well, what action was taken by the HSP to correct this?
  - If a replacement of a key person was necessary, did the replacement meet or exceed the qualifications of the position as described in the contract schedule?

4. ROLES AND RESPONSIBILITIES: The following outlines the major roles and responsibilities for contract administration purposes.

Contracting Officer: Contracting officers assigned to this contract are responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, safeguarding the interests of the United States in its contractual relationships.

In order to perform these responsibilities, contracting officers assigned to this contract are allowed wide latitude to exercise business judgment. Contracting officers must:

Ensure that the requirements of the pertinent laws, regulations, etc., have been met;

Ensure that sufficient funds are available for obligation;

Ensure that HSPs receive impartial, fair, and equitable treatment; and

Request and consider advice of specialists in audit, law, logistics, transportation, and other fields, as appropriate.

Make fair and reasonable determinations for all non-priced line items with an extended value greater than $3,000.00.

Notify the Ordering Activity when quoted prices cannot be determined fair and reasonable.

Contracting officers must also perform the actions required for the business relationship:

Interpreting and implementing diverse contract terms and conditions;

Analyzing costs;

Issuing changes and negotiating modifications to the contract; and

Organizing and coordinating efforts of all the functional specialists who comprise the contract administration team.

Monitor timeliness of required reports from the HSP (e.g. pre-arrival cost estimates);

Determine whether there is sufficient rationale to add previously ordered, non-priced items to the contract as fixed prices;

Monitor contract performance data and track performance metrics as required by the QASP;

Annually assess the HSP's performance in the Contractor Performance Assessment Reporting System (CPARS).

Contracting Officer Representatives (CORs): Various CORs may be assigned to this contract. The responsibilities of the CORs are:

Monitoring contract performance on behalf of the contracting officer;

Monitor compliance with the terms and conditions of the contract;

Providing technical advice/recommendations/clarifications of requirements to the ship;

Coordinating LOGREQ information;

Working with database information;

Liaison between the ships and HSP;

Informing the contracting officer of performance problems;

Furnishing the contracting officer of conference report;

Coordinating with the contracting officer corrective actions, when necessary;

Coordinating with the contracting officer on the content of any contractually significant correspondence addressed to the HSP;

Monitoring financial management controls;

Reviewing HSP invoices, when requested;

Assembling the documentation for quarterly QASP reviews and semi-annual CPARS; and

Maintaining a file system.

Review LOGREQs and provide feedback to the Ordering Officer;

When requested, assist the Ordering Officer with invoice reconciliation;

Submit a quarterly report to the Contracting Officer which addresses HSP performance concerns.

NOTE: The COR is not an administrative contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the performance work statement (PWS) in the contract. When in the opinion of the HSP, the COR requests effort outside the existing scope of the contract, the HSP shall promptly notify the contracting officer in writing. No action shall be taken by the HSP under such direction, until the contracting officer has issued a modification to the contract, or until the issue is resolved.

Ordering Officers: The contract allows U.S. Navy Supply Officers assigned to a ship or and other designated personnel authorized in the contract to place task orders off the contract as ordering officers. The responsibilities of the ordering officers are as follows:

Issuance of delivery/task orders;

Obligating funds when issuing task orders;

Authorize performance;

Complying with ordering procedures;

Bring to the attention of the contracting officer or COR any significant deficiencies with respect to HSP performance, deliveries, or actions which might jeopardize contract performance;

Notify the contracting officer or COR if the HSP is of the opinion the task order is deficient or beyond the scope of the basic contract;

Monitoring services of the HSP;

Providing feedback on HSP performance;

Notifying the contracting officer when cost estimates are not provided in a timely manner;

Notifying the contracting officer of invoice discrepancies or overcharges; and

Maintaining contractual records of task orders.

Make fair and reasonable determinations for all non-priced items with an extended cost of less than $25,000;

Review HSP invoices prior to payment;

Arrange for payment of finalized invoices prior to departure.

Prohibitions: The COR and ordering officers are prohibited from:

Modifying any of the stated terms of the contract;

Taking any action, either directly or indirectly, that could result in change in pricing, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the basic contract;

Direct the accomplishment of effort which would exceed the scope of the basic contract and delivery/task order;

Taking action with respect to termination, except to notify the contracting officer that the action is desired;

Giving guidance to the HSP, either orally or in writing, that might be interpreted as a change to the scope of the terms of the contract; and

Directing the HSP to begin work prior to the order date.

5. ORDERING AND INVOICE PROCESS: Task orders for husbanding services are normally provided by the ship's Supply Officer with contracting authority delegated through the Type Commanders (TYCOMs). In unique instances, the Contracting Officer may issue task orders on behalf of the ships for husbanding services.

For husbanding services, the ship provides a Logistics Requisition (LOGREQ) through as a Naval Message to the organizations responsible for coordinating the order (e.g., FISC's Logistics Support Center (LSC) and Defense Attaché Office (DAO)) with the HSP. The COR (within the LSC) will pass the LOGREQ to the Contracting Officer for review and feedback on possible contractual issues/concerns. The COR will review the LOGREQ for quality and cost saving recommendation purposes and provide information back to the ship. The COR will also pass the LOGREQ on to the HSP on behalf of the ship. Once the HSP receives the LOGREQ, the HSP will provide a cost estimate to the Contracting Officer, and ship. The COR and contracting officer will review the cost estimate to ensure items are priced in accordance with the contract. In cases where a ship is ordering non-priced items, the Contracting Officer will be responsible for negotiating these items when it is outside the contracting authority of the Ship's Supply Officer. The COR will notify the ship of the results of the negotiated prices. The goal is the timely resolution of all pricing issues prior to the port visit. If prices are not negotiated prior to the visit, prices must be negotiated before the the non-priced services are provided. If there are any disputes regarding the prices, the Contracting Officer has the responsibility to resolve the issue.

For husbanding services, invoices shall be submitted to the ship's Supply Officer and payment will normally be made by the ship's disbursing office prior to the ship's departure. In instances where there is a dispute or invoices can not be paid by the ship's disbursing office, invoices will be submitted to the contracting officer and payment will be made by DFAS Yokota. For OOTW task orders, a warranted contracting officer will negotiate and issue the orders and invoices will normally be paid out of DFAS Yokota. In all cases, the HSP is responsible for reporting all expenditures under the contract through the LogSSR.

6. COST REPORTING PROCESS: The HSP is responsible for fully participating in the execution of the LogSSR. Requirements for these reports are contained in the Performance Work Statement and quality monitoring procedures are outlined in the QASP.

7. PAST PERFORMANCE DOCUMENTATION PROCESS: The COR and contracting officer will be responsible for documenting past performance through the CPARS system. There will be one final record annually, with an interim review every six months. The COR will be responsible for collecting and forwarding relevant past performance information to the contracting officer. CPARS records will be forwarded to the HSP for review and an opportunity to provide any feedback on negative performance documented in the record.

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
252.233-7001	Choice of Law (Overseas)	JUN 1997

52.209-9

UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at http://www.ccr.gov .

(b) (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) (i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

_X__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over $30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

___ (7) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (9) [Reserved].

___ (10)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (11)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (12) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637 (d)(2) and (3)).

___ (13)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2010) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (iv) Alternate III (JUL 2010) of 52.219-9.

___ (14) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (15) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (16)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (17) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (18) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

___ (20) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

___ (21) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (22) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

___ (23) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (24) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (25) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

___ (26) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

____ (27) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

___ (28) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

___ (29) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (30) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (31) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (32)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423) .

___ (ii) Alternate I (DEC 2007) of 52.223-16. .

___ (33) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

___ (34) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (35)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (36) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (37) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (38) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (39) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (40) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

___ (41) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X__ (42) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (43) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

_X__ (44) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (45) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (46)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

____

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1)in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 8 April 2011 through 18 July 2011.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The HS Contractor is not obligated to honor a series of orders within 30 days for performance at a specific port that together call for quantities that exceed those identified in the pricing schedule by more than 300 percent (300%).

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 days following the effective period of the contract.

(End of clause)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses http://acquisition.gov/comp/far/index.html
DFAR Clauses http://www.acq.osd.mil/dpap/dars/dfars/index.htm

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2010)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

_X__ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ___252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (15 U.S.C. 637).

(4) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (OCT 2010) (15 U.S.C. 637 note).

(5) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) ____ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ____ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

(9) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (DEC 2010) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11))(i) ___ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (SEP 2008)

(12) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (JUL 2009) of 252.225-7036.

(15) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) ____ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) ____252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(22) _X___ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(23)____252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).

(24)____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(25)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(26) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(3) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(4) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(5) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all—

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting officer.

(End of clause)

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUNE 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or

duties for which relief is available.

(End of clause)

252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless—

(1) Approved in writing by the Contracting Officer;

(2) Made in accordance with the laws and regulations of the United States of America; and

(3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract of any plans, specifications, or other similar documents relating to work under this contract, if marked “Top Secret,” “Secret,” or “Confidential” be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall—

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

(End of clause)

ADDENDUM TO FAR 52.212-4

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed where the services affect health, force protection, safety, and/or prevention of damage to Naval vessels.

(2) Time of performance (i.e. hours of the day, days of the week, etc.) where the services affect health, force protection, safety, and/or prevention of damage to Naval vessels.

(3) Place of performance of the services where the services affect health, force protection, safety, and/or prevention of damage to Naval vessels.

(4) Specifications when the supplies or services to be furnished are to be specially manufactured for the Government in accordance with the specifications and affect health, force protection, safety, and/or prevention of damage to Naval vessels.

(5) Place of delivery where the services affect health, force protection, safety, and/or prevention of damage to Naval vessels

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

INDEX OF ATTACHMENTS

1. Ship Types
2. Schedule of Supplies/Services and Prices
3. Quality Assurance Surveillance Plan
4. Request for Sanitary Inspection
5. Quality Assurance Provisions

ATTACHMENT 1: SHIP CLASSIFICATIONS (DESCRIPTION OF SHIPS BY CLASS AND TYPE)

The following are Ship Classifications:

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	75
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360
Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854
Class IV					
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082

T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276
T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

Displacement is expressed in tons and represents fully loaded displacement.

The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

GLOSSARY OF TERMS AND ABBREVIATIONS

AGOS	RESEARCH SHIP
AGSS	RESEARCH SUBMARINE
AOE	FAST COMBAT SUPPORT SHIP
ARS	SALVAGE SHIP
AS	SUBMARINE TENDER
CG	GUIDED MISSLE CRUISER
CV	MULTIPURPOSE AIRCRAFT CARRIER (CONVENTIONALLY PROPULSION)
CVN	MULTIPURPOSE AIRCRAFT CARRIER (NUCLEAR PROPULSION)
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
FFG	GUIDED MISSLE FRIGATE
HSV	HIGH SPEED VESSEL
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCS	LITTORAL COMBAT SHIP
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LHD	AMPHIBIOUS ASSAULT SHIP (MULTI- PURPOSE)
LPD	AMPHIBIOUS TRANSPORT DOCK
LSD	AMPHIBIOUS CARGO SHIP
LSV	LOGISTIC SUPPORT VESSEL (ARMY)
HSIC	MARK V SPECIAL OPERATIONS CRAFT (1 PAIR)
MCM	MINE COUNTERMEASURE SHIP
MCS	MINE COUNTERMEASURE SUPPORT SHIP
MHC	MINE HUNTERS COASTAL
MSC	MILITARY SEALIFT COMMAND
PC	PATROL COASTAL SHIP
SSBN	BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSGN	CRUISE MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	ATTACK SUBMARINE (NUCLEAR PROPULSION)
T-AE	AMMUNITION SHIP (MSC)
T-AFS	COMBAT STORE SHIP (MSC)

T-AGOS	OCEAN SURVEILLANCE/PATROL SHIP (MSC)
T-AGS	SURVEYING/ OCEANOGRAPHIC SHIP (MSC)
T-AH	HOSPITAL SHIP (MSC)
T- AKE	DRY CARGO/AMMUNITION SHIP (MSC)
T-AKR	STRATEGIC SEALIFT SHIP (MSC)
T-AO	OILER (MSC)
T-AOT	TANKER (MSC)
T-ATF	FLEET OCEAN TUG (MSC)
WAGB	POLAR CLASS ICEBREAKERS
WHEC	HIGH ENDURANCE CUTTER
WMEC	MEDIUM ENDURANCE CUTTER

ATTACHMENT 2 – STANDARD LOT LINE ITEMS

See attached excel spreadsheet.

ATTACHMENT 3 – QUALITY ASSURANCE SURVEILLANCE PLAN

QUALITY ASSURANCE
SURVEILLANCE PLAN

Contract No:
HUSBANDING SERVICES

Coordination and Review:

_____
Contracting Officer Date

_____
COR
Date

_____
CONTRACTOR
Date

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance-based Performance Work Statement (PWS). This performance-based plan sets forth the procedures and guidelines the U.S. Fleet & Industrial Supply Center, and its detachments will use to monitor contractor's performance, evaluating port visit cost reporting, non-priced item pricing performance, and ship's overall satisfaction with the of the husbanding service contractor's port visit services.

1.1 PURPOSE

1.1.1. The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the port visit cost reporting requirements, adhering to the non-priced item pricing performance standards, and meeting the ship's task order requirements as identified in the PWS.

1.1.2 This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

2.0 PERFORMANCE MANAGEMENT APPROACH

2.1 The performance-based PWS structures the acquisition around "what" service is required as opposed to "how" the contractor should perform the work. This QASP will define the performance management approach taken by the Contracting Officer to monitor, manage, and take appropriate action on the contractor's performance against expected outcomes or performance objectives communicated in the PWS. Performance management rests upon developing a capability to review and analyze information generated through performance metrics. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management. The data generated in a performance management approach provides information that indicates whether or not expected outcomes for required services are being achieved adequately by the contractor.

2.2 Performance management also represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether or not outcomes are being achieved and migrates away from scrutiny on compliance with the processes and practices used to achieve the outcome. The only exceptions to process reviews are those required by law and compelling business situations such as safety and health. An outcome focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved at the desired levels of performance.

3.0 PERFORMANCE MANAGEMENT STRATEGY

3.1 The contractor will set forth the staffing and procedures for self inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The contractor will develop and implement a performance management system with processes to assess and report their performance to the Contracting Officer.

3.2 The Contracting Officer will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The Government will make decisions based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

4.0 ROLES AND RESPONSIBILITIES

4.1. Procuring Contracting Officer (PCO). The PCO is the individual who performs preaward functions and awards or executes a contract. The PCO will retain post award functions. Accordingly, the PCO performs assigned post award functions related to the administration of the contract. Ensures performance of all necessary actions for effective contracting, monitors compliance with the terms of the contract, and safeguards the interests of the Government. The PCO makes certain the contractor receives impartial, fair, and equitable treatment under the contract. The PCO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

4.2. Contracting Officer Representative (COR). The Government personnel who perform quality assurance functions for a contracted service.

- Provide technical assistance to the contracting office
- Provide functional continuity and stability
- Maintain proficiency in contract surveillance procedures
- Perform surveillance in accordance with the surveillance plan and provide documentation of surveillance observations to the PCO, as required
- Notify the PCO of any significant performance deficiencies
- Prepare input to the Contractor Performance Assessment Reporting System (CPARS)

4.3 Ordering Officers (e.g., Ship SUPPO) are responsible to

- Issue the orders in accordance with the terms and conditions
- Monitor, assess, and communicate the performance of the contractor. Government surveillance may occur under authority of the Inspection/Acceptance paragraph of clause 52.212-4, Contract Terms and Conditions – Commercial Items, for any supply or service relating to the contract.

PERFORMANCE OBJECTIVES AND METHOD OF SURVEILLENCE

The contractor shall provide husbanding service support in accordance with the PWS. While the contractor is fully expected to comply with all requirements in the PWS, the government's assessment of contractor performance will focus mainly on the performance objectives that are also listed in the Attachment 4a. Performance Reporting Summary (PRS). The level of the acceptance for each objective is also established

5.1. Performance Objective #1:

Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2.

Method of surveillance: E-mail received by the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided.

Level of acceptance:

- On time 100%

- Up to 2 working days late, but before ship's arrival 80%

- 3-4 working days late, but before ship's arrival 60%

- Over 4 working days late but before ship's arrival 40%

- None before ship's arrival 0%

5.2. Performance Objective #2:

Submit final LogSSR within seven (7) days of each ship's departure (includes entering data into LogSSR and submitting all supporting documentation).

Method of surveillance: Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.

Level of acceptance:

- Within 7 calendar days after ship's departure 100%

- Within 08-14 calendar days after ship's departure 80%

- Within 15-30 calendar days after ship's departure 50%

- Over 30 calendar days after ship's departure 0%

5.3. Performance Objective #3:

LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages).

Any changes after the LogSSR entry must be sent with a summary of the changes to LogSSR for the update.

Method of surveillance: Compare the LogSSR data and PVCR/invoice data.

Level of acceptance:

- No errors 100%

- 1 error 80%

- 2 errors 60%

- 3 errors 40%

- Over 3 errors 0%

5.4 Performance Objective #4:

Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.

Method of surveillance: After each ship visit, the ship submits a port visit cost report indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

6.0 METHODOLOGIES TO MONITOR PERFORMANCE

6.1 In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate contractor performance. The Contracting Officer will use, the LogSSR and any input from the requiring activity as sources of comments on the contractor's performance.

6.2 The ships always have the option to communicate complaints to the Contracting Officer as opposed to the contractor. The complaints can be submitted during or after the visit; however the primary document that reports the complaints is the Port Visit Cost Report (PVCR). The Contracting Officer will accept the ships complaints and will investigate.

7.0 QUALITY ASSURANCE REPORTING

7.1. Within 30 days following the end of each quarter, the COR/PCO will prepare a report that shows the level of acceptance for each performance objective reached. An overall goal of 80% is the average of the level of acceptance of each performance objective.

8.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

8.1 The Government shall use the observation methods cited to determine whether the AQLs have been met. The Government will evaluate the results which then may be translated into the specific negative incentives should performance not meet the AQL (for failure performance, see paragraph 9.0)

8.2 The PCO may require the contractor's project manager, or a designated alternate, to meet with the Government personnel as deemed necessary to discuss performance evaluation. The PCO will define a frequency of in-depth reviews with the contractor. However, if the need arises, the contractor will meet with the PCO as often as required or per the contractor's request. The agenda of the reviews may discuss:

- Performance measured by the metrics and trends
- Issues and concerns of both parties
- Recommendations made by the KO based on contractor information
- Issues arising from independent reviews and inspections

8.3 The PCO and contractor should jointly formulate tactical and long–term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the PCO.

9.0. FAILURE TO PERFORM

9.1 The contractor may receive negative past performance ratings or even termination based on failure to perform. The following criteria apply for determining appropriate action:

Termination. If the KO determines that the contractor has failed to perform to the extent that a termination for cause is justified, the KO shall issue a notice of termination, consistent with FAR Part 12.

LIST OF ATTACHMENTS

Attachment 4a. QASP Matrix

QASP Matrix

Attachment 4a Required Service Levels

Required Service	Performance Standards	Method Of Surveillance	Goals
Timely submission of estimates within two (2) working days after receipt of the order.	Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2.	E-mail received by the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided..	- On time 100% - Up to 2 working days late, but before ship's arrival 80% - 3-4 working days late, but before ship's arrival 60% - Over 4 working days late but before ship's arrival 40% - None before ship's arrival 0%
LogSSR and final cost reports	Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.	LogSSR Data-base	- Within 7 calendar days after ship's departure 100% - Within 08-14 calendar days after ship's departure 80% - Within 15-30 calendar days after ship's departure 50% - Over 30 calendar days after ship's departure 0%
LogSSR report accuracy	LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages)	Compare the LogSSR data and PVCR/invoice data.	- No errors 100% - 1 error 80% - 2 errors 60% - 3 errors 40% - Over 3 errors 0%

Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.	After each ship visit, the ship submits a port visit cost report to indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.	Ship's port cost visit report, observations, complaints	- Satisfied 100% - Not Satisfied 0%

ATTACHMENT 4 – REQUEST FOR SANITARY INSPECTION

SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
FISC DETACHMENT SINGAPORE
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD, BLDG 7-2
SINGAPORE 759657

Dear Sir:

We are interested in supplying (e.g. specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

LIST AND INFORMATION TO REQUEST FOR INITIAL INSPECTION

- List of products for which approval is requested.
- Establishment letterhead - four places.
- Name of establishment owner.
- Site area size - acres, square feet or square meters.
- General description of the area surrounding the plant site.
- Building description, i.e. material used in construction, age of building(s), size (in square feet or meters), and number of stories.
- Drawing of floor plan of building(s) to include major production areas (for slaughterhoused and dairies only).
- List of major processing equipment.
- Sources of raw materials.
- Output of finished product - average kilograms or tons per day, per week or per month.
- Special codes printed on product packages which identify the establishment, the product, and the date of production or packaging.
- Number of employees.
- Are employees receiving pre-employment or periodic medical examinations? What is the frequency of the periodic examinations?
- Program for employee instruction personal hygiene, food, handling techniques, and food hygiene and safety.
- Cleaning and sanitizing methods, including chemical used.
- Detailed written cleaning and sanitizing program.
- Official water quality certification from the local government, including total aerobic bacteria plate count, coliform count, and chemistry.
- Name of water source.
- Waste disposal program.
- Pest control program.
- Name of inspection agencies which inspect the plant (government and civilian) and frequency of inspections. Are inspection reports available for review?
- Flow chart for the manufacture of each major category of products listed in No.1 above from raw materials to finished products health control points.
- What laboratory examinations are performed on products and plants environment? Are the results available for review?
- Total number of company vehicles?
- Key personnel and point of contact for inspectors.
- Direction to plant.

European Economic community (EEC) and United States Department of Agriculture (USDA) plant establishment number(s).

ATTACHMENT 5
QUALITY ASSURANCE PROVISIONS
September 2006

SECTION I. GENERAL REQUIREMENTS

1. **SANITARILY APPROVED SOURCES:** All subsistence items shall be from approved sources as authorized, or exempted in NAVSUPINST 4335.4F/AR 40-657/AFR 161-32/MCO P10110.31G. Name and address of processing facility shall identify any subcontracting entities utilized other than the primary contractors. FISC DET Singapore has available approved source listings of authorized subsistence incorporated into VETCOM Circular 40-1, Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Hawaii and Pacific) and other regions maintained and published by HQ, US Army Veterinary Command, Fort Sam Houston, Texas (http://vets.amedd.army.mil/vetsvcs/approved.nsf). The U.S. Army Veterinary Representative, prior to commencing a contract/Blanket Purchase Agreement (BPA), shall inspect all required potential sources identified. Failing to pass inspection shall be grounds for not issuing a BPA and grounds for cancellation if the facility fails inspection after a BPA has commenced. This applies to all contractors and subcontractors. Documents cited here shall be provided to the contractor upon written request.

2. **DELIVERY VEHICLES:** The supplies delivered under this contract/BPA shall be transported in a sanitary enclosed/covered or open flatbed vehicle. Semiperishable items delivered in open flatbed vehicle shall be covered with a tarp to protect products from rain or foreign objects. Vehicles shall be equipped to maintain the appropriate temperature for the subsistence being delivered. Vehicles shall be maintained in a sanitary condition to prevent contamination of the food and shall be subject to inspection by the government at all reasonable times. Supplies submitted for acceptance in vehicles, which are not sanitary, may be rejected without further inspection. Concurrent transportation of bulk contained pesticides, rodenticides, petroleum products, inedible products, household chemicals, or other caustic or volatile compounds are undesirable but occasionally necessary. When a carrier jointly transports subsistence and cleaning agents or hazardous products, the cleaning agents or hazardous products shall be segregated from the subsistence to the greatest extent. Segregated to the greatest extent means that all cleaning agents or hazardous products shall be unitized, loaded completely lower and horizontally from the subsistence to the maximum distance allowed by the physical configuration of the carrier. Shrink-wrap shall be used to secure items to pallets and provide stabilization.

3. **CODE DATING:** Master-shipping boxes shall be stamped or embossed with code dates, except Fresh Fruits and Vegetables, (FF&V). Coding must represent the date of slaughter, production, pasteurization, manufacture, or expiration/pull date. Open code shall have the date, month and year or Julian date, (last number of the year with the number of days). Closed code, such as letters and numbers, shall have an accompanying letter from the manufacturer explaining the code and shelf life.

4. **PACKAGING:** Standard commercial packaging is acceptable as long as it meets the requirements set forth in this agreement, product is protected from contamination, and quality is preserved. Products shall be packaged in non-returnable commercial containers that do not exceed 55 pounds or 25 kilograms per container. The use of a plastic shrink-wrap to secure items to the pallet shall be minimized.

5. **SHELF LIFE REQUIREMENTS:** Unless otherwise specified in this agreement, products shall be delivered with not less than one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining. If the supplies delivered DO not have the minimum number of days of shelf life remaining as set forth in this agreement, the government shall have the right to reject and/or require replacement.

6. **TEMPERATURE REQUIREMENTS:** Unless otherwise specified in this agreement, all perishable products shall be delivered between 32^{o}F-41^{o}F (0^{o}C-5^{o}C) for chilled and 0^{o}F (-18^{o}C) or below for frozen. Temperatures shall be checked between the primary container and the outer container to reduce product damage. If a discrepancy is suspected, internal temperature shall be checked prior to rejection or acceptance of the products.

7. **REJECTED ITEM:** Any item recommended for rejection by the U.S. Army Veterinary Representative or receiving activity shall be annotated on the invoice or delivery receipt. The Contracting Officer Representative shall negotiate on price adjustment for quality or short shelf life defect as requested by receiving activity based on the U.S. Army Veterinary Representative inspection results. Replacements shall be coordinated with the Contracting Officer Representative as requested by the receiving activity.

8. **FOREIGN ORIGIN PRODUCTS:** Foreign establishments DO not have to be Directory listed if the prepackaged finished items they produce are imported by distributors or brokers into the continental United States, Hawaii or Alaska for sale to U.S. Armed Forces. This exemption Does not apply to establishments importing food directly into the U.S. territories of American Samoa, Guam, or the Mariana Islands without entering the continental United States, Hawaii or Alaska.

9. **CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD:** See Appendix B below.

SECTION II. QUALITY ASSURANCE PROVISIONS BY ITEM

1. **DAIRY PRODUCTS:**

a. Milk products shall be from approved sources and meet the raw, pasteurized, bacteriological and chemical requirements of the United States Public Health Service (USPHS) Publication 229 (Grade A Pasteurized Milk Ordinance). Frozen deserts and novelties shall be from approved sources in accordance with applicable military or local specifications or in the absence of applicable specifications, good manufacturing practice. Bacteriological and chemical testing may be accomplished at origin or destination. The U.S. Army Veterinary Representative shall submit non-conforming results to the Contracting Officer and provide a copy furnished to the contractor with a letter of explanation. The letter shall inform the contractor that unreliable quality controls may result in suspending further deliveries in accordance with NAVSUPINST 4355.6A/AR 40-70. NAVSUPINST 4355.6/AR 40-70 sets forth the microbiological testing program and suspension procedures for dairy products.

b. Temperature on delivery: Fresh dairy products shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C). Frozen products shall be delivered at 0^{o}F (-18^{o}C) or below.

c. Cheese Related Products:

(1) Soft cheeses such, as mozzarella, natural provolone, cream cheese, and etc., shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C).

(2) Hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, etc., shall be delivered between 32^{o}F and 50^{o}F (0^{o}C and 10^{o}C).

2. **FRESH FRUITS AND VEGETABLES (FF&V): See Appendix A.**

a. All FF&V shall be freshest product available. FF&V shall have eye appeal and shall be a minimum of 90% free from quality defects and 100% free of decay or loss. The Contracting Officer Representative shall negotiate a downward price adjustment for quality defects based on the U.S. Army Veterinary Representative inspection results and confirmed by receiving activity.

b. FF&V shall be delivered in an enclosed vehicle, equipped to maintain the temperature required for the type of FF&V. Mixed loads of FF&V shall be between 35^{o}F and 55 °F (2^{o}C and 12^{o}C).

c. FF&V such as bananas that are sensitive to ethylene oxide shall not be palletized and wrapped with items that are ethylene oxide producers such as apples. Plastic wrapped around the product inside the boxes shall be removed to allow air circulation.

d. Fresh mushrooms shall not be packaged airtight. Packages that are wrapped in plastic shall have air hole cut into plastic 1/8 inch in diameter or larger.

e. FF&V such as bananas, potatoes and onions that are sensitive to chill damage shall be delivered without refrigeration or not less than 56 °F (14°C). FF&V delivered in an open flatbed vehicle shall be protected with a tarp.

f. For repacked FF&V, the recycled boxes shall be clean and odorless; weigh not more than 45 pounds, (20 kilograms); labeled with the name and weight of the item on two adjacent sides of the box and legibly handwritten or printed.

3. **FROZEN MEAT AND POULTRY**

a. Unless otherwise requested, all frozen meat and poultry products must be USDA inspected or USDA certified. They must be listed in one of the following publications: "Meat and Poultry Inspection Directory", or "Directory of Sanitarily Approved Food Establishment for U.S. Armed Forces Procurement. ".

b. Temperature at delivery shall be 0°F (-18°C) or below. If the product is frozen to the point that a bimetallic thermometer cannot be pushed into the product and there does not appear to be significant surface thawing or crystallization the product shall be considered acceptable. These factors shall be considered due to the lack of proper equipment for drilling frozen item.

c. Age at delivery in the frozen state:

(1) Beef shall be delivered no more than 12 months after the date of pack.

(2) Poultry shall be delivered no more than 12 months after the date of pack.

(3) Pork shall be delivered no more than 12 months after the date of pack.

(4) Lamb and veal be delivered no more than 12 months after the date of pack.

NOTE: If the manufacture, slaughter or expiration date is stamped, not embossed on the box, the Health Certificate from origin shall be available for verification by the inspecting U.S. Army Veterinary Representative.

4. **FROZEN WATERFOODS:**

a. Temperature at delivery 0°F (-18°C) or below and shall be checked using the guidance reference previously in paragraph II.3.a.

b. Age at delivery in the frozen state:

(1) Seasonal packed items shall be delivered no more than 12 months after the date of pack.

(2) Oysters shall be delivered within 6 months of shucking/freezing.

(3) Shrimp shall be delivered within 180 days, of packaging/freezing.

c. General Guidance: All items shall be delivered in excellent condition, practically free of parasites, and show no evidence of mishandling.

5. **SHELL EGGS:**

a. Shell eggs shall be cleaned and free of damage (broken, cracked, leaker, etc.,). The U.S. Army Veterinary Representative shall recommend rejection of eggs with excessive dirt or feces.

NOTE: A small quantity of dirt is allowed on eggs delivered from plants that are only approved for unwashed eggs, small defined as having relatively little size or slight dimension.

b. Fresh shell eggs delivered directly from the farms within 48 hours of production may be delivered in unrefrigerated vehicles that are covered. The vehicles must meet all the requirements listed in Section I, par. 2. Boxes shall be marked with the date of production with the vendor's name and address.

c. Chilled fresh shell eggs that are procured from food distributors shall be delivered in refrigerated vehicles and shall be delivered within 15 days from the date of packaging. Internal temperature of eggs at delivery must be 41°F (5°C) or below.

6. **BAKERY PRODUCTS:**

a. Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined.

b. Bakery products shall be delivered within 48 hours from the date of production. Frozen bakery products shall be delivered within 6 months from the date of production, (SL 12 months), and in a refrigerated truck with a temperature of 0°F (-18°C).

SECTION III. SPECIFIED ANCHORAGE DELIVERIES

1. Due to the special circumstances associated with anchorage deliveries, the following exceptions are authorized, but shall not relieve the contractor or the BPA holder of any other requirements in the Quality Assurance Provisions unless specifically listed below:

a. Dairy products may be delivered in non-refrigerated containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. When a refrigerated unit is not used, the dairy products shall be packed in special containers that hold multiple units of product (bi-wall/tri-wall boxes), with dry ice based on the product weight to maintain internal temperature of 41°F (5°C). The special container shall be packed to allow air circulation within. Dairy products shall be given the highest priority for loading/off-loading upon receipt.

b. FF&V may be delivered in unrefrigerated containers in the most expeditious manner to ensure the least amount of exposure to high temperatures.

c. Miscellaneous frozen products may be delivered in non-freezer containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. Frozen items shall be packed with dry ice based on the product weight to maintain frozen state. The special container shall be packed to allow air circulation within. Although slight temperature deviations may occur, proper packaging and sufficient quantities of dry ice shall preclude excessive temperature deviations and thawing. Any item showing sign of thawing shall be rejected.

2. Although special considerations are authorized in anchorage deliveries, no exceptions have been authorized or shall be accepted for reduced sanitary standards, including the sanitation of the vehicles, boats, and shipping containers. The reuse of containers to transport products with dry ice is authorized as long as the container is sanitary and serviceable.

3. No deviations to these Quality Assurance Provisions are authorized without prior written approval from the Contracting Officer and U.S. Army Veterinary Representative. Deviations shall be granted prior to quotes being accepted and only for the particular delivery in question.

APPENDIX A, PERISHABLE FOODS, TO ATTACHMENT 12 (QA PROVISIONS)

The following are requirements that apply to this contract:

PERISHABLE SUBSISTENCE COMPATABILITY GROUPS
(Extracted From DLAM 4145.12/ TM 38-400, April 1994)

Group 1

Temperature: 32° to 34°F (1° to 1°C).
Relative humidity: 90 to 95 percent.
Atmosphere: Normally used on berries and cherries only -10 to 20 percent CO_2.
Ice: Never in contact with commodity.

Note: Most members of this group not compatible with Group 6a or 6b because ethylene production by Group 1 can be high, and thus harmful to members of Group 6a or 6b.

Apples (except those varieties listed in Group 3)
Apricots
Berries (except cranberries) Cherries.
Figs (not with apples, danger of odor transfer to figs; also see Group 6a)
Grapes (not fumigated with surfer dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages).
Peaches
Pears
Persimmons Plums and Pomegranates
Quinces

Group 2

Temperature: 55^o to 65^oF(13° to 18°C)
Relative humidity: 85 to 95 percent.
Ice: Never in contact with commodity.
Avocados
Bananas
Eggplant {also see Group 5)
Grapefruit [1]
Guava
Limes
Mangoes
Muskmelons, other than cantaloupes
Casaba
Crenshaw
Honey Dew
Persian
Olive, fresh
Papayas
Pineapples {not with avocados, danger of avocados' odor absorption)
Tomatoes, green
Tomatoes, pink {also see Group 4)
Watermelons (also see Group 4 and 5)

Group 3

Temperature: 36° to 41°F (2°to 5°C).
Relative humidity: 90 to 95 percent: cantaloupes about 95 percent.

Ice: In contact with cantaloupes.
Apples (Grimes Golden and Jonathan (both, certain areas), Yellow Newton (California) and Mclntosh
Cantaloupes
Cranberries
Lemons [1] (use 50 to 55°F for more than a month)
Lychees (also see Group 4)
Oranges 1(Florida or Texas)
Tangerines

Group 4

Temperature: 40° to 45°F (4° to 7°C): beans 38° to 42°F (3° to 6°C).
Relative humidi1y: About 95 percent
Ice: Never in contact with commodity.
Beans snap
Lychees (also see Group 3)
Okra
Oranges [1] (California or Arizona)
Pepper; green (not with beans)
Pepper, red (if with green peppers, temperature adjusted toward top of range)
Squash, summer
Tomatoes, pink (also see Group 2)
Watermelons (also see Groups 2 and 5)

Group 5

Temperature: 50° to 55°F (10° to 13°C): ginger not below 55°F.
Relative humidity: 85 to 90 percent.
Ice: Never in contact with commodity.
Cucumbers
Eggplant (also see Group 2)
Ginger (not with eggplant, also see Group 7)
Potatoes (late crop)
Pumpkin and Squashes, winter
Watermelon (temperature adjusted for other members of the group; also see Groups 2 and 4),

Group 6a

This group, except for figs, grapes and mushrooms, is compatible with Group 6b
Temperature: 32° to34°F (0° to 1°C)
Relative humidity: 95 to 100 percent.
Ice: Never in contact with asparagus, figs, grapes, and mushrooms
Artichokes
Asparagus
Beefs, red
Endive and escarole
Figs (also see Group 1)
Grapes (not furnished with sulfur dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages)
Greens
Leek (not with figs or grapes)
Lettuce
Mushrooms
Parsley

Parsnips
Peas
Rhubarb
Salsity
Spinach
Sweet Corn
Watercress

Group 6b

This group is compatible with Group 6a, except for figs, grapes and mushrooms.
Temperature: 13°to 13°F (0° to l°C)
Relative humidity: 95 to 100 percent
Ice: Contact acceptable for all
Broccoli
Brussels sprouts
Cabbage
Cauliflower
Celeriac
Celery
Horseradish Kohlrabi
Onions green (not with rhubarb. Figs, or grapes; probably not with mushrooms or sweet corn)
Radishes
Rutabagas
Turnips

Group 7

Temperature: 5° to 65°F (13° to 18°C)
Relative humidity: 85 to 90 percent.
Ice: never In contact with commodity.
Ginger (also see Group 5)
Potatoes, early crop (temperatures adjusted for others)
Sweet Potatoes

Group 8

Temperature: 32°to 34°F (0° to 13°C)
Relative humidity: 65 to 70 percent.
Ice: never in contact with commodity.
Garlic
Onions dry

[1] Citrus fruits -Biphenyl fungicide may impart off odors to other commodities

The above information was extracted from Lipton, W.J. and J. M. Harvey, Compatibility of Fruits and Vegetables During Transport in Mixed loads, US Department of Agriculture Research Service, ARS51- 48 (September 1972).

Appendix B - CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD

Microbiological criteria for dairy products[1,2]

Product(s)	Standard Plate Count (SPC) (See notes 3&4)	Coliform count (See note 4)	combined yeast and mold count (See note 4)	Preliminary incubation count (See note 5)
Aseptically processed and packaged Milk and milk products		0 per ml (See notes 6&7)	0 per ml (See note 6)	0 per ml (See note 6)
Buttermilk and acidophilus milk			10 per gram	
Cottage cheese			10 per gram	10 per gram
Cream, sour cultured			10 per gram	10 per gram
Grade A pasteurized milk and milk products		20,000 per ml	10 per ml	200,000 per ml
Ice cream products, flavored, fruit and / or nuts		50,000 per gram	20 per gram	
Ice cream products, vanilla and plain flavored		50,000 per gram	10 per gram	
Frozen dessert mix:				
Vanilla flavor		50,000 per gram	10 per gram	10 per gram
other flavors		50,000 per gram	20 per gram	10 per gram
Yogurt, chilled			10 per gram	
Yogurt, frozen, plain			10 per gram	
Yogurt, frozen, flavored			20 per gram	
Yogurt, soft serve mix			10 per gram	

Notes:
1. Phosphates as specified in the PMO.
2. Products shall be free of antibiotic or pesticide residues or below the action levels established for such residues by the applicable Federal Regulatory Agency. Antibiotic residue testing shall be by the method described in the PMO. Examinations and test to detect adulterants, including pesticides, shall be conducted by methods recognized by the applicable Federal regulatory agency.
3. Not applicable to cultured products.
4. All counts are maximum allowed standards.
5. Samples must be received within 72 hrs of pasteurization. Preliminary incubation test is used as a determination of keeping quality.
6. Nonconformance's will be considered an imminent health hazard.
7. Either aerobic or anaerobic SPC.

Microbiological criteria for Environmental Swabs[1,2]

	Aerobic Plate Count (APC)	Coliform Count	
ATP (RLU) Counts			
Environmental swab	100 per 50 sq cm	10 per 50 sq cm	See Note 3

Notes:
1. Microbiological counts can be used as an index for evaluating the sanitation status of processing equipment and the facility.
2. All counts are maximum recommended limits.

3. Relative Light Units (RLU) are directly correlated to log cfu/sq cm . RLU maximum tolerances are dependent upon the manufacturer of the ATP bioluminescence reader. Follow manufacturer's instructions for RLU limits.

Microbiological criteria for Fish, fresh or frozen, including shellfish		
Counts[4]	m	M
Aerobic Plate Count (APC)	5,000 per gram	1,000,000 per gram
E. coli	10 per gram	500 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Vibrio parahaemolyticus [1]	10 per gram	100 per gram
Vibrio vulnificus[2,3]	Zero (0) Tolerance	
Salmonella[2]	Zero (0) Tolerance	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Used for oysters and fish designed to be consumed raw.
2. No viable pathogen in a 25 gram sample.
3. Limit is established as non-detectable depending on method used and detection limit.
4. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Fruit Juice, Fresh or Frozen				
	Standard Plate Count (SPC) [3]		Coliform count	Combined Yeast and Mold count
Product(s)	m	M		
Aseptically processed juice[1]	0		0	0
Pasteurized Juice[2]		20,000 per ml	20 per ml	200 per ml
Non-Pasteurized Juice[4]	50,000 per ml	100,000 per ml		

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Must be labeled as aseptically processed and process must be verified.
2. Must be labeled as pasteurized.
3. Plate count limits for juices, except for aseptically processed juice, are used as a quality indicator and may assist in determining keeping quality and/or shelf life.

4. Non-pasteurized juice is not approved for US Armed Forces Procurement.

Microbiological criteria for Kimchee [1,3,4]		
Counts [9]	m	M
Coliform (MPN)	10 per gram	
Clostridium perfringens	100 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Pseudomonas ssp [7]	200 per gram	
Streptococcus ssp [7]	10 per gram	
Listeria monocytogenes[8]	0	
Salmonella ssp[2,8]	0	
Vibrio ssp[5,8]	0	
Salt %	$\geq$ 2.5/wt	$\leq$ 3.5/wt
pH	$\geq$ 4.2	$\leq$ 4.7
Polygalacturonase [6]	Negative	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Products containing monosodium glutamate (MSG), nuts or nut oils must be labeled appropriately to reflect potential allergenic contents.
2. Only for varieties containing meat or poultry, sprouts, watercress or melon.
3. Varieties of Kimchee include, but are not limited to: Vegetables: winter, spring, cucumber, wrapped, Yolma, Chang, radish (Nabak), white (Pak), western-cabbage, pony-tail radish (Chonggak), eggplant, green onion, pumpkin, spinach, leek, green pepper; Chanachi: radish, green pepper, cucumber, garlic cabbage; Kaktagi: radish, radish and oyster Kaktuki; Tong Chimi;: radish tongchimi; Shikhae: chicken, andong, Alaskan Pollock shikhae.
4. All Kimchee products must be delivered and stored refrigerated with a definitive shelf life marked on each container.
5. Only for varieties containing fish or seafood ingredients.
6. Polyglacturonase activity is an indicator of overripening and spoilage, inferring the possible presence of Bacillus subtilus, Saccaromyces fragilis, Candida pseudotropicalis, Oospora lactis, Asperfillus ssp., and Penicillium ssp.
7. Excessive acidification may be due to high counts of these organisms; this is an indicator of very poor quality product.
8. Zero tolerance pathogens.
9. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Retail Ground Beef, Beef Trimmings, Ground Pork , Poultry (Chilled or Frozen)		
Counts	m	M

Aerobic Plate Count (APC)	100,000 per gram	1,000,000 per gram
Fecal Coliform	50 per gram	500 per gram
Total coliform	100 per gram	1,000 per gram
E. coli	10 per gram	< 110 per gram
Coagulase Positive Staph	<100 per gram	500 per gram
Salmonella species	Zero (0) Tolerance[1]	
E.coli O157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.

Microbiological limits for Sandwiches, Prepared Salads and Spreads, Bagged Salad, and Cut Vegetables [4]

Counts[3]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli most probable number (MPN)	3 per gram[2]	10 per gram
Coliform (fecal)	10 per gram	100 per gram
Yeast and mold count	200 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Campylobacter jejuni	Zero (0) Tolerance[1]	
Salmonella species	Zero (0) Tolerance[1]	
Listeria moncytogenes	Zero (0) Tolerance[1]	
E. coli 0157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that "M" are of marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. No viable pathogen in a 25 gram sample.
2. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
3. Products may not be examined for all microbial characteristics as listed above. Contact laboratory if specific tests are required.
4. Tuna, chicken, ham and egg salads are tested the same, regardless whether on bread or submitted in tubs, buckets or other retail containers.

Microbiological criteria for Soft Serve Ice (cream) Milk and Soft Serve Yogurt at the retail/user level[2]

Counts	m	M
Standard plat count [1]	50,000 per gram	250,000 per gram

Coliform	10 per gram	100 per gram
Combined Yeast & Mold		100 per gram

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
Standard Plate Count (SPC) does not apply to yogurt products.
Soft serve and Yogurt machines.

Microbiological limits for Tofu

Counts[2]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram coli (MPN)
<3 per gram	10 per gram	
Staphylococcus aureus	100 per gram	1000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
Yersinia entercoliticus[1]	Zero (0) Tolerance[1]	

Legend:
m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. Products may not be examined for all microbial characteristics as listed above.

Microbiological and Chemical criteria for Bottled Water[1] and Vending Machine Water[2] and Ice

Counts	m	M
Coliform	0 per 100 ml	
Coliform (bottled water)	0 per 250ml	
Heterotrophic Plate Count [5]	1000 per ml	100,000 per ml
Pseudomonas aeruginosa	Zero (0) Tolerance	
Flouride[2]		
Arsenic[2]		
Trihalomethanes[2]		
Chlorine[2]		
Dissolved Solids[4]		
Silver [3]	None Detectable	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Bottled water is tested IAW the specific limits set forth by the Code of Federal Regulations (CFR) and current Environmental Protection Agency (EPA) regulations.
2. Vending machine water requirements are from the Association of Food and Drug Officials Model Code, 1997; Ice standards are derived from the International Packaged Ice Association. These are the minimum tests required for Vending Machine water.
3. Current published regulatory limits apply.
4. Only those machines utilizing silver impregnated carbon filters. Dissolved solids measurements are for vending machines labeled "Purified".
5. Ice and water derived from well water or surface water sources marketed at retail have higher allowable HPC limits. See current guidelines established in the CFR.

Microbiological criteria for Retail/User level Pre-packaged Deli and RTE Products[4]

Product(s)	APC[3]	Listeria spp.[2]	Salmonella[2]	Coliform[2]	E.Coli O157:H7
Luncheon Meats, frankfurters, Beef, poultry & pork	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance	
Cheese, soft and hard	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Pasteurized, liquid, frozen or Dried egg	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Pizza topping (meat & cheese)	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Dried meats sticks, jerky [1]	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance	

Notes:
1. Yeast and mold combined count should not exceed 100 /g.
2. No viable pathogen in a 25 gram sample. All counts are maximum allowable limits.
3. See Table Below for APC values in RTE Products.
4. Includes all like type/style products not otherwise listed.

Additional Microbiological limits for Commercial (Food Court Style) RTE Products[2,4]

Counts	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli (MPN)	3 per gram [3]	10 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
E. coli 0157:H7[1]	Zero (0) Tolerance[1]	
Campylobacter jejuni	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. This table is primarily designed for hot food lines.
3. ≤ 10 per gram if using 3M Petri Film for E. coli counting.
4. Products may not be examined for all microbial characteristics when submitted. These values are primarily used when conducting food borne illness investigations and overall quality characteristics.

PART VI - Summary of Directory Listing Requirements

Federal Supply Class (*Note 1)	Listing Required	Listing Not Required
8905 (*Notes 2, 3)	All fish, meat, poultry, and shellfish, including: Buffalo meat. Fish, canned. Fish, fresh or fresh smoked, modified atmospheric packaged. Fish, fresh or frozen, packaged. Herring, pickled. Quail. Rabbits. Salmon, smoked. Squid.	Crabs, live. Crawfish, live. Fish, fresh or frozen, whole and/or eviscerated, head on or off, unscaled, unpackaged. Lobster, live. Shrimp, fresh or frozen, whole or head off.
8910 (*Notes 4, 5)	All dairy foods and eggs, including: Cream, sterilized. Creamer, coffee, dairy. Dairy soft serve mixes. Desserts/puddings, frozen. Egg nog, canned. Egg substitutes. Italian ices. Topping, real cream. Yogurt, fresh or frozen.	Chocolate drink mix, non-dairy. Powdered dairy mixes. Toppings, non-dairy.
8915 (*Note 7, 8)	All pre-cut pre-packaged minimum processed fresh fruits and vegetables. Kimchee. Mushrooms, whole and sliced. Salads, non-meat, with or without dressing (not USDA listed). Vegetable sprouts. Fruit juices and nectars, refrigerated.	All unprocessed fruits and vegetables. Olives. Fruit juices and nectars, shelf stable or frozen concentrate.
8920 (*Notes 6, 9)	Bakery and cereal products (baked and unbaked, fresh and frozen), specifically: Croissants. Doughnuts Egg roll wrappers. Flour and corn tortillas. Wet pasta (noodles). Pastries. Pies. Soft pretzels. Won ton wrappers. Filled bakery items.	All other bakery products, including: Bagels. Batter mix, dry. Biscuits, canned. Breads, rolls, and buns. Cake mix, dry. Cakes, unfilled. Cookie mix, chilled or dry. Cookies, unfilled. Crackers. Cupcakes, unfilled. Dough, frozen or chilled. Dumplings, frozen. English muffins.

		Flour. Fruitcakes. Melba toast. Muffins Pancake batter, frozen. Pancake/waffle mix. Pasta, dry (noodles). Pizza crust. Taco shells. Toaster pastries. Pie crusts, unfilled. Waffles, frozen.
8925		All confectionery, nuts, and sugars.
8930		All jams, jellies, and preserves.
8935		Bouillon and soups.
8940 (*Notes 2, 3, 4, 5, 10)	Dietary foods and specialty preparations, specifically: Fish, meat, poultry, dairy, egg, and shellfish products. Pickled eggs. Frozen dinners. Pudding novelties, frozen or chilled. Tofu.	All other dietary and specialty preparations, including: Baby formula, canned. Chips, nacho or potato. Creamer, coffee, imitation (non-dairy). Dips. Nacho cheese, canned. Nutri-why. Popcorn. Puddings, canned.
8945		Fats and food oils, including margarine
8950		All condiments and related products, including: Salad dressings. Mexican salsa)
8955		All cocoa, coffee, and tea.
8960	Beverages, nonalcoholic; specifically: Ice. Bottled water.	All other nonalcoholic beverages, including: Dry ice. Fruit drink mix containing no fruit juices.
8965		Non-MRE beverages, alcoholic.
8970 (*Note 2)	MRE food composite packages	Non-MRE composite food packages.
8975		All tobacco products.

*Notes:

1. For complete item listing within each class of the 8900 (subsistence) Federal Supply Class (FSC) Group, refer to Federal Supply Catalog C8900-SL, Stock List--FSC Group 89 Subsistence.
2. Meat and poultry establishments listed in the *USDA Meat and Poultry Inspection Directory* may serve as sources of meat and poultry items as indicated. These products must bear the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to meat or poultry inspection acts must also be Directory listed for those items.
3. Directory listing is not required for establishments on the Interstate Certified Shellfish Shippers List (ICSSL). Fish, fresh or fresh smoked, modified atmospheric packaged (when distributed in a chill state) must be Packed Under Federal Inspection (PUFI) by the USDC or listed specifically in this Directory. Establishments supplying other fish

products must be Directory listed unless listed by the United States Department of Commerce (USDC) in the *USDC Approved List of Fish Establishments and Products*.

4. Directory listing is not required for shell egg sources listed in the *Directory of Grading Offices and Plants Operating Under USDA Poultry and Egg Grading Programs*. Establishments listed in the *USDA Meat and Poultry Inspection Directory* for dried or liquid/frozen egg products may serve as sources for those products, as coded.
5. Establishments having a pasteurized milk compliance rating of 90 percent or higher, certified by a State milk sanitation officer, and listed in the *Sanitation Compliance and Enforcement Rating of Interstate Milk Shippers (IMS) List* may serve as sources of milk and milk products, as listed. Listing in this Directory is mandatory to serve as a source of other milk and milk products and/or frozen dessert items. Establishments listed in the *Dairy Plants Surveyed and Approved for USDA Grading Service* may serve as sources of manufactured or processed dairy products as listed by product code. Those operations denoted with "P" codes (packaging and processing) must be Directory listed when providing ungraded manufactured or processed dairy products.
6. Directory listing is not normally required for semiperishable and nonanimal origin ingredient sources for items such as ready-to-eat bakery products and ice cream.
7. Establishments processing ready-to-eat, chilled, and prepared non-meat salads (such as potato, egg, tuna, chicken, turkey, ham, bean, macaroni, or cole slaw) must be Directory listed.
8. Only pasteurized juices are authorized for purchase by the DOD.
9. Directory listing for natural and artificial cream or fruit filled pie crusts, cakes, and cookies is not required if the finished item will not support pathogenic microbial growth.
10. Establishments producing finished products containing less than 3 percent by weight components of animal origin may be exempted from Directory listing by the command publishing this Directory.

OC-1 INVOICES AND PAYMENTS

(a) Invoice Content

The Contractor shall submit to the ordering officer an invoice that lists all the expenses incurred by the ship during the port visit. The contractor's invoice shall list items priced under this contract and include subcontractor invoices for all other items not priced in the contract. All invoices submitted shall have all supporting documentation (i.e. trash and CHT certificates, delivery tickets signed by ship's personnel, with a legible signature and printed name and rank, port tariff invoices, invoices for items not pre-priced in the contract, and any other documentation that the supplies/services have been delivered and accepted) and must be submitted in accordance with the paragraph below. All items listed on the invoices must be completely detailed (i.e., broken down) for quantity, contract unit of issue, unit price, etc. No lump sum amount will be accepted.

The Contractor has the responsibility to keep copies of all documentation submitted to the ship for each visit for all supplies and services rendered and in the quantities invoiced. The Contractor shall keep a copy of all such documentation in one place that will be indicated to the Contracting Officer at the time of contract award. FISC Yokosuka and its detachments contracting personnel may examine these files at any time during the performance of this contract.

The invoices must be easily identifiable as original (i.e. original signature or stamped as ORIGINAL). If an electronic invoice is authorized, the Contractor must certify on the invoice that it is the first time that the invoice is submitted. If the original invoice has been lost, a copy of the invoice may be submitted. This invoice must be marked as "DUPLICATE COPY" and a signed and dated statement with a contractor's stamp must be made on the duplicate invoice confirming that payment has not been received.

Each invoice must include—

(1) Name and address of the Contractor;
(2) Invoice number and date issued;
(3) Contract number, Contract Line Item Number, Lot Line Item and , if applicable, the Order Number;
(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(5) If appropriate, the shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on a Government bill of lading;
(6) Terms of any prompt payment discount offered;
(7) Name and address of the official to whom payment is to be sent;
(8) Name, title, and phone number of the person to be notified in the event of a defective invoice;
(9) Supporting documentation (i.e. trash and CHT certificates, delivery tickets signed by the ship's personnel, with a legible signature and printed name and rank, and any other documentation that the supplies/services have been delivered and accepted);
(10) The invoice must be correct and complete and without handwritten figures.
(11) Electronic funds transfer (EFT) information.

The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g. FAR 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration), or applicable agency procedures.

EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

If an item is not included on the original invoice, a supplemental invoice shall be issued with the same number followed by alpha suffix (e.g. Invoice No. 0001/03-A). The same requirements for submittal of the original invoice apply to the supplemental invoice.

If an invoice for an item is not available prior to the ship's departure (e.g. cell phone charges, port tariff items, port dues, etc.), the item shall be listed on the invoice with the words "TO BE DETERMINED (TBD)". Once the invoice has been received and the exact amount is known, the Contractor shall issue a supplemental invoice (with all supporting documentation attached) as "FINAL" for the final payment. TBD invoices shall not be paid until a 'FINAL' invoice is submitted.

It is the Contractor's responsibility to verify with port authorities and concessionaires that there are no pending charges prior to the ship's departure. This is to avoid any possible future invoices that may be submitted for unknown services to the U.S. Government.

When preparing an invoice the term "Miscellaneous" or any similar type description should be avoided. If this is not possible and the Contractor must use the term "Miscellaneous" when submitting an invoice, the Contractor shall provide a detailed list of items purchased and item prices on the invoice.

Invoices not in compliance with these instructions are not considered to be proper invoices and may be rejected.

(b) Invoice Submission

The invoice must be submitted to the listed activities in the following order:

(1) To the ship's Supply Officer or his designated representative one day prior to its sailing date. In the event the Contractor is unable to present any invoice to the ordering ship for payment prior to the departure of the ship, the Contractor shall submit invoices and attempt to obtain payment at the ship's next port of call.

(2) If unsuccessful, to the Contracting Officer. In the event the Contractor is unable to present any invoice to the ordering ship prior to its departure, the invoice must be promptly submitted to the CO for payment through DFAS Yokota. In no case should the invoice be submitted beyond 90 days after the ship's departure from the port.

The Disbursing Officer will annotate the date the invoices are received for the purpose of calculating any interest due. An exception to the 90-day limit will be given only for charges made by the port authorities or concessionaires, or the host nation authorities, including military authorities. It is the Contractor's responsibility to verify that there are no pending charges and to obtain the invoices from these authorities no later than six months after the ship's departure.

(3) Alternatively, whenever a non-Navy ordering authority orders services under the contract, the Contractor shall submit invoices and all supporting documents to that ordering activity.

(c) Payment of Invoices

Payments under this contract will be made in accordance with the clause FAR 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003).

Payment will be made after delivery and acceptance of supplies or performance and acceptance of services.

"Acceptance" means the act of an authorized representative of the Government by which the Government, for itself or as an agent of another, assumes ownership of existing identified supplies tendered or approves specific services rendered as partial or complete performance of the contract (from FAR 46.101 Definitions).

Bill payment shall be disbursed through one of the following methods, check, purchase card, submission of invoices to a Defense Finance and Accounting Command (DFAS) via regular mail or electronically through Wide Area Work Flow (WAWF).

The Contractor shall present to the ordering officer or SUPPO all pricing that is firm and finalized one-day prior to the ship's sailing or the ordering activity departure. At that time, the Contractor shall relay any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for these functions shall be the ordering officer or the ordering officer's designated representative. In addition, the Contractor shall present all documentation and invoices from other Contractors subject to provision of services under this contract.

The Contractor shall obtain a signed delivery order (DD 1155) to verify that the services were received and that charges presented in the port visit cost reporting program are correct for payment. This may be accomplished via email from the Ordering Officer or the SUPPO of the ship. The ordering officer shall pay for all supplies and services accepted during the period of performance by one of the aforementioned methods of payment.

In the absence of a delivery order, forward invoices and all documentation regarding inspection and acceptance of supplies and services by the ship's representative with appropriate accounting data to the Administrative Contracting Office.

(d) The Government will not make direct payments of VAT to the host nation nor will it withhold taxes, including VAT, from invoices for orders that are submitted to the husbanding services contractor by the Government. Payment of appropriate taxes required as part of conducting business in the specific country at which a port visit takes place are a responsibility of the husbanding services contractor. Offerors are further directed to FAR 52.229-6, Taxes-Foreign Fixed-Price Contracts (JUN 2003), which is included in the solicitation.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	25-Sep-2011	SEE SCHEDULE	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0012
	X	10B. DATED (SEE ITEM 13) 21-Mar-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
FAR 52.233-1(f)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nysjll011126838

Regarding Glenn Defense Marine (Asia) Pte Ltd claim for USS Cleveland termination for convenience for the transportation costs of landing barge at the port of Lae, Puapa New Guinea, Contracting officer has made a final determination. In accordance with FAR 52.233-1(f), The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act. The contract is increased by US$42,750.00, which amount shall be payable to Glenn Defense Marine (Asia) Pte Ltd following its submission of an invoice.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED
26-Sep-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $42,750.00 from $4,188,888.80 to $4,231,638.80.
The number of award copies required has increased by 1 from 1 to 2.

SUPPLIES OR SERVICES AND PRICES

CLIN 0003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lot	$42,750.00	$42,750.00

Contracting Officer Final Determination
FFP
Contracting Officer Final Determination for the termination for convenience of transportation costs of landing barge at the port of Lae, Paupa New Guinea.
FOB: Destination
MILSTRIP: RP000711RC02045
PURCHASE REQUEST NUMBER: RP000711RC02045

NET AMT	$42,750.00
ACRN AA	$42,750.00

CIN: RP000711RC020450001

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by $42,750.00 from $0.00 to $42,750.00.

CLIN 0003:
Funding on CLIN 0003 is initiated as follows:

ACRN: AA

CIN: RP000711RC020450001

Acctng Data: 1711804 70BD 252 53824 S 060957 2D C02045

Increase: $42,750.00

Total: $42,750.00

Cost Code: P00071NU000Q

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0003:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER	PAGE 1 OF 73
N4034511RCSG0030	

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-11-D-0009	31-Jan-2011		N40345-11-R-0032	04-Jan-2011

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)*

8. OFFER DUE DATE/LOCAL TIME 02:00 PM 14 Jan 2011

9. ISSUED BY CODE N40345

(N40345) FISC DET SINGAPORE
CONTRACTING DEPARTMENT (CODE 250)
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: NAICS:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/ OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE. LTD.
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163 FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE N61077

U.S. NAVY REGION CENTER SINGAPORE
DISBURSING OFFICER
PSA SEMBAWANG TERMINAL, BUILDING 7-4,
DEPTFORD ROAD
SINGAPORE 759657

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$1,888,888.80 EST

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE
- [ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(6), (b)(7)(C)

31c. DATE SIGNED 24-Jan-2011

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) Contracting Officer

(b)(6), (b)(7)(C)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot		NSP

MINIMUM GUARANTEE FOR HS SOUTH ASIA
FFP
THIS LINE ITEM DOES NOT ORDER GOODS OR SERVICES. IT MAY BE ISSUED ON TASK ORDER/DELIVERY ORDER NUMBER 00MG FOR THE SOLE PURPOSE OF RECORDING THE OBLIGATION OF FUNDS ASSOCIATED WITH THE MINIMUM QUANTITY UNDER THIS BASIC CONTRACT
FOB: Destination
MILSTRIP: N4034511RCSG0030
PURCHASE REQUEST NUMBER: N4034511RCSG0030

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1,888,888.80	Lot	$1.00	$1,888,888.80 EST

HUSBANDING SERVICE FOR SOUTH ASIA
FFP
SEE EXHIBIT A FOR A COMPLETE LISTING OF ALL LLINS AND SUBLLINS FOR THIS CLIN. THIS ONE YEAR PERIOD SHALL BE FOR 12 MONTHS. ALL PRICES ARE FOB DESTINATION AND SHALL BE IN U.S. DOLLARS.
FOB: Destination
MILSTRIP: N4034511RCSG0030
PURCHASE REQUEST NUMBER: N4034511RCSG0030

NET AMT $1,888,888.80 (EST.)

PERFORMANCE WORK STATEMENT

NOTE: This solicitation is an amendment to solicitation No. N40345-10-R-0116. This amendment implements resolution of bid protest B-404622. As provided in the solicitation's evaluation criteria, the government will award a single contract following from this solicitation.

Because of the time that has passed from the date the solicitation was originally issued, the government's requirements have changed. The solicitation, as originally issued, sought offers for a contract for the period of 1 Dec 2010 through 30 Nov 2011. The solicitation is updated to require proposals for a twelve month performance period beginning 31 Jan 2011 through 30 Jan 2012. An updated Exhibit A, Schedule of Supplies and Services is attached. Note that Exhibit A also includes three additional lots. Lot 8, Colombo, Sri Lanka, Lot 9, Port Blair, India and Lot 10, Cochin, India. Offerors interested in submitting a proposal for the updated requirements are required to complete and submit an updated Exhibit A, Schedule of Supplies and Services. Offerors are not required to submit updated technical proposals or past performance information. To be considered for award, offerors must submit an updated Exhibit A, Schedule of Supplies and Services, so that it is received by (b)(6), (b)(7)(C) **no later than 14 Jan 2011, 2:00 pm local Singapore Time.**

Once the updated Exhibit A, Schedule of Supplies and Services is received, the contracting officer will evaluate the updated offers reflecting the government's current requirements and, consistent with the solicitation, award a "single contract".

Offeror Representative Information:

Name of Individual:	Leonard G. Francis
Title of Individual:	Executive Group Chairman/President
Mailing Address:	15D Pandan Road Singapore 609266
Tel No:	(65)6268-5300
Fax No:	(65) 6268-6689
E-mail address:	Leonard@glennmarinegroup.com

A. DESCRIPTION OF CONTRACTUAL SCOPE

1. The geographic scope and region covered by this contract includes the following ports:

   Lot 1 – Chittagong, Bangladesh
   Lot 2 – Chennai, India
   Lot 3 – GOA, India
   Lot 4 – Mumbai, India
   Lot 5 – Male and Gan Atoll, Maldives
   Lot 6 – Trincomalee, Sri Lanka
   Lot 7 – Port Louis, Mauritius
   Lot 8 – Colombo, Sri Lanka
   Lot 9 – Port Blair, India
   Lot 10 – Cochin, India

2. This contract is a Firm-Fixed-Price Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract for the provision of maritime husbanding support. It is not for husbanding agency. The holder of this contract is a

U.S. Navy contractor or Husbanding Service Provider (HSP). The holder of this contract is not an agent of the U.S. Navy and does not have the authority to bind the U.S. Navy. Maritime Husbanding Support is defined as: Providing supplies and services as defined in the Performance Work Statement of the contract in support of U.S. Vessels within a port area.

a. This support is provided by a Husbanding Services provider from a standard list of services under contract.
b. For items not supported by existing supply chains: e.g. fuel, subsistence, etc.

3. Users authorized to use this contract are United States Navy Commands, United States Marine Corps (USMC), Military Sealift Command (MSC), and the United States Coast Guard (USCG). Other users including the United States Army (USA) shall require specific authorization from the Contracting Officer to use this contract or have a Contracting Officer's Representative designated.

4. This contract is for a period of twelve (12) months and also includes FAR52.217-8 OPTION TO EXTEND SERVICES clause. If the six (6) month extension of performance of services is exercised under FAR 52.217-8, the maximum duration of this contract is 18 months.

5. The HSP shall assure that supplies and services arranged on behalf of the authorized ordering officer conform to the general requirements of the contract in accordance with this PWS. The HSP shall assist the SUPPO or authorized ordering officer with resolving any problems in meeting the requirements.

6. Minimum guarantee for this contract is US$20,000.00 and the maximum value (maximum quantity) of this contract is US$4,000,000.00.

B. QUALITY

1. The HSP shall provide goods and services at requested delivery times at fair and reasonable prices to ships and other authorized users making port visits, provide continuous oversight of costs and performance throughout the area covered by this contract, and make meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. This contract and PWS do not specify how the HSP is to perform, but instead provide measurable performance standards, which are established in the Quality Assurance Surveillance Plan (QASP) to monitor contract performance during each ship's visit.

2. The percentile goals in the QASP are fixed for each factor. The failure of the HSP to meet the percentile goal for any factor will be investigated and evaluated by the Contracting Officer. The HSP will be given the opportunity to refute an adverse assessment prior to finalizing the metric for a quarter.

C. PRICING – SEE EXHIBIT A

1. The services described in this PWS are performance based. All prices as a result of this contract are firm-fixed prices. With the exception of Port Tariffs, pricing for all supplies/services shall, include at a minimum, all necessary equipment, licensed operators, all liability insurance as required by local laws, holiday and overtime costs, customs clearances, mobilization, demobilization, removal, disposal, pre-positioning, staging, vetting of operations, fuel and operating expenses associated with performing the entire cycle to deliver and dispense with the logistic services described in this contract. In layman terms, all services are 'all inclusive' of all pricing variables and contingencies unless specifically stated otherwise in the pricing. These Fixed Prices shall also include performance at night, overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, other inclement weather, or service to tankers and ships

carrying explosives. These requirements do not include performance during typhoons except where ships are required to depart in advance of typhoons as part of a typhoon evasion plan. Performance is not required during periods when operations have been suspended by host nation port authorities. The HS Contractor will not be liable for performance delays and will be entitled to payment for services (at the rate quoted in the Attachment 2 schedule for that line item) provided during periods where operations have been suspended by host nation port authorities. The HSP shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the U.S. Government.

2. Fees for Husbanding Services cover regular and overtime labor of contractor personnel supporting the ships plus indirect expenses, including all management, overhead and office expenses as well as profit.

3. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and/or labor is along-side the vessel and capable of operations. For the purposes of this contract, one (1) day is equal to 24 hours and begins with the performance of service. For example, service from 1800 until 1800 the next calendar day is equal to one (1) day of service. In cases where the billing unit is 'day' and a full day of service is not used by the Ordering Activity, the HSP shall be entitled to bill for one day of service. For example, if a sub lot line item with a billing unit of day were ordered and used for 30 hours, the HSP would be entitled to bill for two days of service. In cases where the ship does not arrive at the time specified in the ordering LOGREQ and services are made available based upon the time requested in the ordering LOGREQ, billing for services may commence at the time requested by the Government unless notice of cancellation is provided by the Ordering Activity or the organization authorized to pass this information on behalf of the Ordering Activity.

4. When the HSP obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list, then the HSP shall be reimbursed for the published price of the item. The HSP shall not be paid an amount in addition to the published price of the item. A copy of the published price list shall be provided to the Ordering Officer or Contracting Officer, if requested.

5. Repositioning is defined as: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions. Where a ship is at anchorage and the Ordering Activity requests repositioning of equipment, the HSP may be entitled to additional fees for repositioning to be determined by use of:

    a. Prior agreement of the Ordering Officer in cases where the total repositioning costs do not exceed $3,000
    b. Prior agreement of the Contracting Officer in cases where the total repositioning costs exceed $3,000.

6. Port Tariffs: The HSP will be fully reimbursed for Port Tariff items. Port Tariffs will apply to those services which are based on Port Tariff rates established and controlled by Port Authorities. English translated copies of the Port Tariffs must be submitted to the Supply Officer of the ship entering a specific Port.

7. Purchase Card Surcharge: The U.S. Government reserves the right to make payment by purchase card. All purchase card surcharges will be identified as a separate entry on each invoice. Surcharges are not authorized for priced items as the fixed price must include the use of the purchase card.

D. SHIPS'S LOGISTIC REQUIREMENTS (LOGREQ)

1. U.S. Navy ships and other activities authorized to pass LOGREQ requirements on behalf of Ordering Officers will provide, via e-mail, a copy of the unclassified "logistics requirements" (LOGREQ) message

directly to the HSP. This LOGREQ may include logistical requirements that are pre-priced under the contract and logistical requirements that are pre-priced under the contract. The LOGREQ is an order for logisitical requirements that are pre-priced under the contract. The HSP shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning price performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Operations Officers, and FISC.

2. After receipt of a LOGREQ the HSP shall make such arrangements for pre-priced items as necessary with port authorities, other U.S. Government Contractors, and other commercial firms to provide supplies and services requested. The HSP shall confirm receipt of the ordering LOGREQ (to the activity who provides the LOGREQ to the HSP) within 24 hours. Confirmation of receipt shall be made by email to the activity passing the LOGREQ.

3. The HSP shall furnish to the ordering activity and FISC Yokosuka Contracting Officer a pre-arrival cost estimate in response to the receipt of a LOGREQ. This estimate will be prepared using the **Exhibit A** spreadsheet format, and will include estimated prices for items submitted on the LOGREQ pre-priced in the contract. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff." This estimate shall be provided to the ordering officer and FISC Yokosuka Contracting Officer via email within (48) hours of receipt of the LOGREQ. This report shall also include cost saving or avoidance recommendations and will explain any anticipated “additional” costs. A LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

4. Ships will not provide force protection requirements in an unclassified LOGREQ message. The activity to which this message is addressed will contact the HSP and pass the ship’s force protection requirements for action. The HSP shall confirm with the ship that these force protection requirements received have been actually ordered by the ship prior to beginning performance. The ship’s Supply Officer (SUPPO) or Commanding Officer may also request additional force protection requirements not covered by the force protection LOGREQ by email, telephone, or personally upon the ship’s arrival. The HSP shall coordinate with the SUPPO before providing any additional force protection. If any other activity or individual orders force protection services (i.e. NCIS, etc) not covered in the ship’s force protection LOGREQ provided to the HSP, the HSP is required to immediately inform the ship and receive confirmation prior to beginning performance of these services. Organizations such as NCIS and DAO are not authorized Ordering Officers under this contract unless specific authorization is given by the Contracting Officer, therefore, they have no contractual authority to place orders. Any services provided in this contract ordered by an entity otherwise described in this contract shall be provided at the HSP’s own risk and shall result in no additional cost to the government.

5. If a ship requires supplies and services during the course of a port visit that are not included on the schedule of supplies and services at Exhibit A as pre-priced, (PT(port tariff), TBD, or NSP (not separately priced), the supplies and services will be acquired separately from the contract.

E. ADVANCE LOGISTICS RESPONSE TEAM

1. In the event that a Logistics Response Team for a ship arrives in port prior to a ship’s arrival, the HSP will assist the logistics response team by providing logistical support and coordinating all requirements.

2. When the HSP provides support for a Logistics Response Team so that it can perform its mission, the HSP shall bill at the “Subsequent Days” daily rate for husbanding services for each day of support provided “in person” to the logistics response team.

F. INITIAL BOARDING

1. The HSP shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival. All HSP personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port. All correspondence shall be in English. The HSP is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered. Upon initial boarding the HSP shall provide all emergency telephone numbers, i.e. police, hospitals, firefighters, shipboard generated industrial waste (SGIW) disposal and hazardous material (HAZMAT) and oil spill response. The HSP shall visit the ship at least once per day and shall be available on call at all times (24 hours per day, seven days per week) to assist the ship with requirements and to resolve problems.

2. The HSP shall brief the ordering officer(s) about ordered services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HSP shall provide its POC information with 24-hour contact phone numbers.

3. The HSP shall provide the ordering officer(s) with copies of applicable port tariffs and current prices for frequently ordered services, and with any other information provided by other government agencies for distribution. The HSP shall be prepared to take additional ships' orders for supplies or services not placed in the ordering LOGREQ.

G. ORDERING SUPPLIES AND SERVICES AFTER RECEIPT OF A LOGREQ

1. After receipt of a LOGREQ, the HSP must first use Host Nation (HN) services and supplies that can be provided free of charge by the host nation. If services and supplies are not available free of charge from the host nation, they must be provided if within the scope of this contract. The Contracting Officer will be notified if there is a question regarding the scope of the contract. U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or, if the port-provided supplies and services are less expensive than similar services provided by the HSP or its subcontractors, or finally provide it themselves to include subcontractors. Where the reasonable cost of mobilization/demobilization for U.S. Government owned equipment exceeds the quoted price of the sub lot line item it is intended to replace, the HSP shall use the least cost alternative to meet the requirement. If, for any reason, an item that would otherwise be provided by the Government, host nation, or port authority is not available, that item shall be provided by the HSP at the price quoted in the **Exhibit A** pricing schedules.

2. Passing Requirements to other U.S. Government agencies or contractors: The HSP may be required to coordinate and pass orders on behalf of the ship, to include transmission via fax or e-mail, to other U.S. Government Supply Chain agencies or contractors holding U.S. Government contracts (e.g., Defense Supply Center Prime Vendor (DSCP) or DLA-Energy for various supplies and services required. Any disputes or discrepancies arising from the order will be resolved directly between the ordering officer and the other agency or Contractor(s).

3. Money Exchange Services: The HS Contractor shall arrange for authorized moneychangers to exchange U.S. dollars for ship personnel into local currency. Money Exchange services shall be made available onboard ship to crewmembers at least two hours daily with buy-back service on the day before the ship’s departure. The moneychangers may include a commission of not more than plus or minus 1.5% difference from the Official Exchange Rate. A locally-available and verifiable currency exchange rate may be used as the Official Exchange Rate. Verification of the exchange rate shall be provided to the Ordering Activity at the time of service. The HS Contractor shall maintain adequate records justifying its basis for determining the Official Exchange Rate and shall make those records available to the U.S. Government upon request. This Official Exchange Rate will be used for financial conversions not covered by payments in U.S. dollars.

4. Laundry Services: The HS Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Laundry and dry cleaning services that are required by the ship from the laundry and dry cleaning vendor will be ordered from the vendor by the ship. Payment for services will be made by the ship to the vendor rather than through the HS Contractor. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure. The HS Contractor shall assist in resolving vendor billing discrepancies.

5. Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

6. Immigration, Customs and Visa: The HS Contractor shall assist ship personnel with immigration, customs and visa requirements into the country of the port visit.

7. Medical Emergencies: If requested, the HS Contractor may be required to make arrangements for emergency medical treatment of ship's crewmembers while the ship is in port. In cases where a member is airlifted into a port by the ship, the HS Contractor, in coordination with the U.S. Consulate/Embassy, will arrange for proper medical care until the member can be returned to the ship, or evacuated to the United States. If there are costs associated with arranging these services, the HS Contractor shall obtain approval from the SUPPO/Contracting Officer prior to providing the support.

8. The HS Contractor shall facilitate the ship's timely departure. The HS Contractor shall provide timely invoices of provided services and supplies to the Supply Officer at the time of the pre-sailing visit. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided. The HS Contractor shall remove all provided equipment.

9. The U.S. Government will not pay the HSP for any personal requests from individual crewmembers, whether military or civilian.

    a. Morale Welfare and Recreation (MWR) Services: The HSP may be required to assist the ship in booking MWR trips, tours, hotel accommodations, or other MWR type items

    b. If another U.S. Navy authorized Information, Ticket and Tours (ITT) contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If awarded, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

10. Pre-Departure Visit / Bill Payment: The HSP shall schedule a visit to the ship one day prior to its departure date in order to present invoices which can be validated, accepted and certified for payment. Written receipt for acceptance of all goods and services shall be obtained during this visit. The ordering activity shall provide a check for all **finalized** invoices prior to departure where the content of the invoice is not disputed. The HSP shall obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure. The HSP shall relay at that time any late information on pilot and tug schedule changes and any additional information applicable to the ship and its departure.

H. UNIQUE / PARTICULAR SITUATIONS

1. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within 3 days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the

fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back on Saturday, Sunday or Monday, it will be charged subsequent day fees. If the ship comes back Tuesday, it will be charged the first day rate).

2. If a ship comes into port and does not notify the HSP or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days as applicable.

3. The HSP is required to be able to simultaneously husband ten (10) separate ships throughout the Region, to include two (2) large ships in a single port simultaneously (e.g., two aircraft carriers).

4. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HSP shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office.

5. Short Notice Orders: If orders are issued less than 48 hours prior to the required time for the start of performance, the HSP shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

6. For LOT - 7, Mauritius only - If orders are issued with less than the required minimum order lead time of 10 days (specified in the Attachment 2 schedule for Mauritius) prior to the start of performance, the HS Contractor shall use its best efforts to provide the required supplies and services in accordance with the order’s delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

I. CANCELLATION OF ORDERS

1. Unless otherwise provided herein, in the event an order, or any portion of an order, is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. If several deliveries are required to satisfy an order or portion of an order, i.e., garbage pick-up and disposal on each of five days, then the 48-hour notice period shall be computed from each of the required delivery dates. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled “Termination for the Government’s Convenience (FAR 52.212-4)”, of the clause entitled “CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS.”

2. For LOT - 7, Mauritius only - Unless otherwise provided herein, in the event an order or portion of an order is cancelled prior to the required minimum order lead time of 10 days (specified in the Attachment 2 schedule for Mauritius) , the U.S. Government will not be liable for any charges. For any order, or portion of an order, not cancelled prior to the required minimum order lead time of 10 days (specified in the Exhibit A schedule for Mauritius) , the Ordering activity shall be responsible for any termination costs in accordance with paragraph (h) entitled “Terminal for the Government’s Convenience” of the clause entitled “Contract Terms and Conditions – Commercial Items”. Any disagreements shall be subject to the Disputes clause of the contract.

3. In rare cases, when ordering items requires long lead times, the Government may apply the Termination for the Government’s Convenience clause as referenced above even though an order was cancelled prior to 48 hours before a required delivery.

4. In every case, the HS Contractor is responsible for taking all necessary steps to mitigate the U.S. Government’s damages or termination costs. As part of its mitigation, the Government reasonably expects

that the HS Contractor shall consider these cancellation rights as it enters into agreements with its subcontractors and suppliers.

Note: Although a supply or service may be described as part of the line item descriptions, the only items that are being acquired under the contract are the supplies and services that are listed on the price schedules for each lot.

J. LINE ITEM DESCRIPTIONS –

LINE ITEM XX01 - FIRST DAY/SUBSEQUENT DAY HUSBANDING SERVICES (ANCHORAGE AND PIERSIDE)

1. The HSP shall provide husbanding services to ships visiting the ports in the Region covered by this contract. Line Item XX01 requires that the HSP perform all services and provide all supplies necessary to fully comply with the tasks and responsibilities described at paragraphs A-H above unless a task or responsibility is specifically included in a separately-priced Line Item below. The HSP's responsibilities under these Line Items start prior to the arrival of the ship and continue after the ship's departure.

2. The husbanding fee is based on the First Day and Subsequent Day(s) of the ship visit. A husbanding fee may be provided to the HSP for services rendered prior to the ship's visit, i.e. assistance to the ship's logistics response team.

3. The HSP is responsible for providing and coordinating the FP services described in paragraphs 2-6 and 8-15 of the PWS description for Line Items XX13, xx14, and xx15 as part of their Husbanding Services under Lot Line Item XX01.

LINE ITEM XX02 - TRASH REMOVAL

1. Trash removal service is the collection and disposal of refuse (i.e., trash) including liquid, semi-liquid, or solid garbage. Refuse does not include explosives and incendiary waste, or waste contaminated by medical and radiological processes.

2. The HSP shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse.

3. For ships at pier side, the HSP shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulation, or barges alongside the ship. The HSP shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.

4. For ships at anchorage, the HSP shall remove trash at the times agreed to by the HSP and Supply Officer. For trash collection at anchorage, the trash barge shall be available 24 hours a day (when not contrary to law or port regulation) with suitable self-fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

5. For trash collection by barge, the HSP shall provide trash barges/scows (with tug service if barge is not self-propelled) for ships at anchorage. The barges shall be completely empty at time of arrival at the ship. In situations where an empty barge is not available, the HSP shall provide a system to measure the volume of trash deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only

for its "pro rata" share of the trash. The HSP shall have ready access to sufficient barges and equipment to support multiple ships at anchorage simultaneously. The barge's crew shall be entirely responsible for the tending of lines and for barge's security. The movement of trash from the ship to the barge shall be performed with care by the ship's sailors.

6. In instances of bad weather or emergency where the ship must depart on short notice, the HSP shall remove barges within four hours of being directed to do so by the ship. Should a vessel with a trash barge alongside experience an emergency where the ship must depart, the SUPPO will advise the HSP at least four (4) hours in advance for the barge pick-up.

7. The HSP shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The HSP is also responsible to follow any environmental regulations required by each country. The HSP is required to keep all disposal certificates and shall make them available to the Contracting Officer upon request.

8. Refuse containers, when used and when emptied, shall be returned to their original position with the lids (if any) replaced thereon.

9. The HSP shall be paid based on the ACTUAL CUBIC METERS of trash removed.

10. Where trash is required to be segregated, the Ordering Activity shall be required to segregate the material at the time of disposal. The HSP shall be responsible for providing separate containers for each vessel, clearly marked with the required categories and for informing the Ordering Activity, upon arrival, that segregation is required. If the Ordering Activity does not segregate trash as required, the HSP shall inform the Ordering Activity and Logistic Support Representative (LSR) prior to departure and bill for the cost of trash segregation within 48 hours after the vessel's departure.

LINE ITEM XX03 – FLEET LANDING

1. When ordered by the ship, the HSP shall furnish services/supplies for the fleet landing area. The following is a list of the basic supplies and services that a ship may need.

2. FLEET LANDING. HSP shall provide the sub-line items specified in this Line Item and shall provide a unit price for each sub-line item. The unit price shall be per day for each item. Mobilization/demobilization charges shall be included in sub-line item price. Fleet Landing services include the following:

    a. PORTABLE TOILET UNIT SERVICES. The unit price shall be for a single commode and one (1) urinal. The daily rate shall include pumping and cleaning as many times as necessary to ensure clean, sanitary condition and providing all chemicals, cleaning products and toilet paper. The HSP shall check toilet facilities at least every six (6) hours to ensure cleanliness.

    b. PORTABLE ELECTRIC GENERATORS. The HSP shall provide a portable, gasoline powered, electric generator capable of supplying power to portable lighting and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). Generator shall be at least 5KW with circuit breaker protector. Daily rate includes fuel, oil, and necessary consumables to operate the generator, transportation, set-up, dismantling and labor.

    c. Chairs (each per day)

    d. Long tables - approximately 2 meters in length (each per day)

LINE ITEM XX04 – BROW SERVICES

1. BROWS

    a. Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The HSP shall provide the brows specified in the schedule as ordered by the ship. A range of brow sizes is provided in each of the sub lot line items of lot line item XX04. All brows provided by port authorities, host nation, or US Government shall be billed at cost as port tariff items. Mobilization, demobilization, setup and placement shall be included in the proposed unit price of all XX04 sub lot line items.

    b. Due to the height difference between the submarine deck and pier, the HSP provided submarine brow must afford personnel a smooth and safe transit when entering or exiting the submarine deck. The submarine brow must be capable of supporting shore power cables without damaging the cable.

2. MOBILE CRANE SERVICES

    a. The HSP shall provide mobile crane services (shore crane) with operator(s). The HSP shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HSP shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each mobile crane ordered.

    b. Crane services under this Line Item are for land cranes only.

3. FORKLIFT SERVICES

    a. The HSP shall provide forklift services with operator(s). The HSP shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. Upon the Supply Officer's request, the HSP shall provide information concerning forklift/lifting capacity. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HSP shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered.

LINE ITEM XX05– SHIP MOVEMENT SERVICES (PILOTS, TUGS, LINEHANDLERS)

1. The HSP shall arrange pilots, tugs, and line handlers as ordered. The HSP shall coordinate with port authorities, as necessary, to ensure that the services are available at the times requested. It should be noted that the port authority or other authorized sources provide these services, and are, therefore, to be priced in accordance with current tariff rates.

2. The HSP shall provide tugs to bring ships to and from berthing locations. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

LINE ITEM XX06 - WATER FERRY/TAXI SERVICES

1. The HSP shall provide water taxis to transfer ship personnel to and from the ship and the fleet. At the commencement of service, the HSP is required to advise the ship of scheduled breaks and any changes to the taxi service schedule. The HSP shall provide water taxi service when the vessel is expected to be at anchorage for twenty-four (24) hours or more. Water taxi service shall be always available, with the exception of inclement weather, during the two (2) one-hour meal breaks and during refueling.

2. Taxi water service shall include a minimum of two (2) qualified operators (a driver and one other operator), any other helpers or crew members required by local authorities, all insurance, fuel, holiday surcharges, overtime, and other operating expenses. Operator qualifications are set forth in paragraph (14) below.

3. Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the ship. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection. The HSP shall be entitled to a six (6) hour minimum rental fee in cases where actual usage is less than six hours per day.

4. If the HSP cannot provide the size of water taxi ordered, the HSP shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event the ship will be charged for the size of the water taxi ordered. For example, if one (1) 250-pax water taxi is ordered and is not available, then two (2) 125-pax water taxis shall be provided for the rate of one (1) 250-pax water taxi, if acceptable to the Ordering Officer.

5. The HSP shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the port or the country in which the port is located. Apart from compliance with local laws and regulations, the HSP shall meet all additional requirements as set forth throughout the PWS. Water taxi shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, and fitted for service required. Further, water taxi shall be in a clean condition when presented for service and shall be free of debris.

6. Each water taxi shall be equipped with at least one clean and serviceable life jacket for each passenger and crewmember, and all jackets shall be stowed in a readily accessible place.

7. Except as otherwise specified herein, the service shall include all equipment needed to transport personnel between the vessel anchored in the outer harbor, or in the inner harbor, fleet landing, or any designated pier or berth within the port. If it becomes necessary to change the landing point of the water taxi (pier or berth) within the port, the HSP shall dock at the new landing point. In the event this occurs, it will be considered to be a “Change” to the contract.

8. All water taxis used by the HSP shall provide overhead covering.

9. Before the commencement of any services under this contract, the HSP shall make the water taxi available to the Ordering Vessel’s Commanding Officer or designated representative for inspection.

10. The following information shall be conspicuously posted in each water taxi shall be in English and the language of the country in which the port is located:

    a. Current operator’s/captain’s license.
    b. Passenger/weight capacity limits notice.

c. Location of life jackets and other life saving equipment.
d. Location of all exits indicated in large letters.
e. Emergency procedures.

11. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

12. The consumption of alcoholic beverages shall not be permitted aboard the water taxi.

13. Operator Qualifications: All personnel or employees of the HSP operating water taxis, shall have all certification required and issued by the law of the country in which the port is located for the operation of the type, class, or size of water taxi being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the water taxis are to be operated to ensure the water taxis are operated in a safe and seaworthy manner. At least one operator on each boat must speak English.

14. Security: During the term of this contract, the ship(s) to be serviced will provide adequate and sufficient security personnel for maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the ship's Commanding Officer or designated representative. When such naval personnel are embarked in a HSP-operated water taxi, he will be responsible for the good order and discipline of naval personnel.

15. In the event of a water taxi breakdown, immediately prior to, or during a trip, the HSP shall immediately provide a replacement water taxi that complies in all respects with this contract, at no additional cost to the U.S. Government. If a water taxi is not operable when required under this contract, the HSP shall immediately provide at no additional expense to the U.S. Government, a replacement water taxi which complies in all respects with this contract.

16. Any personal articles or items found on the water taxi after completion of each trip shall be turned over to the ship's Security Officer or his direct representative.

17. To verify a claim by the HSP for any damage or destruction caused by the U.S. Government, it shall be the responsibility of the HSP to ensure that the water taxi is jointly inspected before and after each trip by the HSP and an authorized representative of the U.S. Government.

18. When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

19. Inspection and acceptance criteria for water taxi services. The Commanding Officer or his designated representative of the ARMY/USS/USNS/USCG ship shall inspect and accept all liberty boats/water taxis prior to transporting any personnel. Each order for liberty boat/water taxi services is made on the basis that the request is to be considered a final order/obligation of the US Government only after each water taxi has been inspected and accepted by the ship's representative. The ship's Commanding Officer is solely responsible for the safety of his crew and the subsequent acceptance of liberty boat/water taxi services. The following features or components may be inspected prior to acceptance. The following items must be functional and in safe operating condition:

a. HULL
    i. Watertight integrity of weather decks, bulkheads, watertight closures and interior hull structure.

ii. Superstructure (including masts and stacks).
iii. Railings, bulwarks and their attachment to hull, especially guardrails and lifelines.
iv. Provisions for drainage of seawater from exposed decks.

b. MACHINERY
i. Main propulsion and auxiliary machinery essential to operation of craft.
ii. Sea and bulkhead closure valves.
iii. Bilge suction strainers and dewatering systems bilge pumps to be tested by operation.
iv. Bilges free of flammable liquids.

c. ELECTRICAL
i. Cables.
ii. Navigation, deck and emergency lighting.
iii. Rotating electrical machinery, e.g., generators and motors.
iv. Storage batteries.

d. LIFESAVING EQUIPMENT
i. Life preservers sufficient number for maximum capacity of craft, accessible and in satisfactory condition.
ii. Life raft(s) and hydrostatic release (where applicable) sufficient for maximum capacity.
iii. First aid kits, life rings and distress lights.
iv. Distress signaling devices.

e. FIRE FIGHTING EQUIPMENT
i. Fire pump passes fire pump pressure test.
ii. Portable fire extinguishers (eg. CO2 cylinders)

f. STEERING APPARATUS

g. MISC SYSTEMS AND EQUIPMENT
i. Harbor charts.
ii. Ground tackle and mooring lines.
iii. Whistle/fog horn, bell.
iv. Compass.
v. Radar.
vi. 2 way radio capable of bridge to bridge communications.
vii. Current licenses.

20. The HSP shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for U.S. Government review and inspection.

LINE ITEM XX07 – GENERAL CHARTER & HIRE ITEMS

1. YOKOHAMA OR COMPARABLE TYPE FENDERS

a. The HSP shall furnish Yokohama or comparable type fenders for all classes of ships in accordance with the Schedule of Supplies and Services. Fenders provided shall be appropriate and safe for the class of ship and pier configuration. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee PER Yokohama or comparable type fender. All costs associated with installation, and removal of one fender, as well as round trip costs associated with transport of the fender from another port or storage location, if required, are to be included in the proposed line item price.

b. Rental is on a daily (24-hour) basis, per fender. The HSP shall be responsible for securing the fenders to the pier.

c. The HSP shall provide fenders with a minimum of two (2) mooring lines.

2. CAMELS, BREASTING, AND FENDERING BARGES

a. The camels shall be flat surface platforms to be placed alongside the pier and sufficiently capable of breasting the ship away from the pier or from other ships.

b. The HSP shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3. LANDING BARGES

a. The landing barges shall be flat surface barges for positioning at the stern or side of the vessel to serve as a loading/unloading platform for water taxi personnel or cargo; they shall not interfere with the operations of the ships' elevators or other equipment. Although landing barges are primarily used for class IV and V vessels, they may be ordered for use with any class vessel.
b. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

4. OILY WASTE REMOVAL (TRUCK AND BARGE)

a. Oily Waste is defined as any liquid petroleum product mixed with wastewater and/or oil in any amounts, which, if discharged overboard, would cause or show sheen on the water. The HSP shall dispose of any combination of oily waste and grey water as oily waste.

b. Oily Waste is measured by Cubic Meter (1CM = 264.2 Gallons). The HSP shall submit, as an attachment to the invoices for disposal services, a document verifying the quantity collected and the name of the disposal plant where the oily waste have been or will be disposed.

c. The HSP shall comply with the environmental requirements of each country where oily waste is disposed and shall be liable for any costs incurred as a result of the HSP's failure to comply with such requirements. The HSP shall keep all disposal certificates and shall make them available to the Contracting Officer upon request. If the ship concurs with the volume, the ship will pay for the entire amount.

d. Oily Waste Removal involves the collection of Oil and Aggregate Water generated by the ships. The requiring vessel will pump this waste into HSP-provided tanks or barges. The HSP shall provide all equipment and facilities required to remove oily waste, including hoses and connections compatible

with the ship being serviced. The HSP shall provide hoses of sufficient length from equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

e. In all cases when a ship orders oily waste disposal services, the HSP shall invoice and will be paid the for a minimum daily quantity of 60 CM for providing the disposal services, even if the oily waste quantity pumped and disposed that day is less than the 60 CM minimum quantity.

f. In the event the HSP subcontracts oily waste disposal, the HSP shall be liable for any costs incurred as a result of the disposal operator's failure to comply with local requirements.

g. The HSP shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed. The Government reserves the right to independently verify the volume of discharge using certified flow measuring devices. The Government reserves the right to request a written statement from the HSP describing the method of measurement used to determine the amount of Oily Waste removed from the vessel.

h. When removal is done via barge, the HSP shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. The HSP shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements.

5. INTERPRETER SERVICES

a. The HSP shall provide interpreter services when ordered. The interpreter shall be fluent in both spoken and written local language and English.

6. PRATIQUE

a. The HSP shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

7. STEVEDORE SERVICES

a. The HSP shall provide stevedores for general labor. Billing shall be at the hourly rate for worker.

8. PORT DUES

a. In some countries, the port authority or concessionaire charges port dues to the visiting ship. The port dues may be based on the length or based on the gross tonnage of the ship. Only 'FINAL' invoices will be accepted for payment.

LINE ITEM XX08 - COLLECTION, HOLDING, AND TRANSFER (CHT)

1. The HSP is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships throughout the area covered by this contract. The HSP shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The HSP shall be responsible for the supervision of the collection, transportation and disposal services to avoid any overflow of waste on the barge and at the pier. Services shall commence upon ship's arrival whether, at anchor or

pierside. The HSP shall pre-position CHT barges, when necessary, in accordance with force protection or other requirements.

2. The HSP shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3. The HSP shall remove sewage from the ship in HSP-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

4. The HSP shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT. The Government reserves the right to use its own metering device to verify measurement of sewage discharge.

5. The HSP shall provide CHT hoses of sufficient length from HSP equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6. The HSP shall properly dispose of all sewage whether by pier-side or at anchorage.

7. The CHT service shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the HSP shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT.

8. The HSP shall submit, as an attachment to the invoices, a document (certified by the ship's personnel) that indicates the quantity collected and the name of the disposal plant where the CHT will be disposed. The Government reserves the right to independently verify the actual volume of CHT discharged using a certified flow measuring device provided by the HSP. The Government reserves the right to request a written statement from the HSP describing the method of measurement used to determine the amount of Oily Waste removed from the vessel.

9. The HSP shall follow any environmental regulations required by each country. If the ship concurs with the volume, the ship will pay for the entire amount.

10. The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the HSP's report in writing. The HSP is also responsible to keep all disposal certificates and shall make them available to Contracting Officer upon request.

11. When CHT removal is via barge, The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

In all cases when a ship orders CHT disposal services, the HSP shall invoice and will be paid the for a minimum daily quantity of CHT for providing the disposal services, even if the CHT quantity pumped and disposed that day is less than the 60 CM minimum quantity.

LINE ITEM XX09 - FRESH POTABLE WATER

1. Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

a. Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See below:

1. Contaminant levels for inorganic chemicals (effective 1 January 1993)

CONTAMINANT	*MCLG (mg/L)* [1]	*MCL (mg/L)*	*AL (mg/L* [2]*)*
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0		.015 [4]
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
TOTAL NITRATE AND NITRITE (AS N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE :	4	4	

(1). Maximum contaminant level goal (MCLG). The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are nonenforceable health goals.

(2) Action level (AL). Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90th percentile" level is greater than 0.015 mg/L).

2. Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 - DICHLOROETHANE	0	0.005
1,1 - DICHLOROETHYLENE	0.007	0.007
PARA - DICHLOROBENZENE	0.075	0.075
1,1,1 - TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.6
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 - DICHLOROPROPANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES (TOTAL)	10	10

3. Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) effective 01 January 1993))

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3- CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S (AS DECACHLORBIPHENYL)	0	0.0005
ALDICARB	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10[(1)]

[(1)]. The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

4. Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites that are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Reference (d) contains sampling requirements for the Navy public water system.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Autoanalysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the multiple-Tube Fermentation (MTF) Technique, and the membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use is included in reference (1).

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, except where the State waives this requirement on a case-by-case basis.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the State may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before, unless the MCL has been violated and the system has notified the State (in which case the State may reduce or eliminate the requirement to take the remaining samples).

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms. Or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements that apply when a sample is fecal coliform-positive.

5. Turbidity The MCL for turbidity applies to both community water systems and noncommunity water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at State option).

b. Five turbidity units (maximum) average for 2 consecutive days.

c. These requirements apply to filtered systems until 29 JUNE 1993. The requirements apply to unfiltered systems that the State has determined, in writing, must install filtration until 29 June 1993 or until filtration is installed whichever is later. After the above dates, consult the latest edition of 40 CFR 141.

6. The MCL for Radiological Contaminants are:

Gross alpha particle activity including radium 226 but excluding radon and uranium . . . . . .15 pCi/L
Combined radium-226 and radium 228 . . .. .5 pCi/L
Tritium . . . . .20,000 pCi/L
Strontium-90. . . . . 8 pCi/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

7. Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

b. Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

a. These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at these websites: http://www.epa.gov/OGWDW and http://www.tdh.state.tx.us/bfds. The HSP shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

b. The HSP shall provide for the delivery of fresh potable water to the ships as ordered. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, CERTIFIED METERING DEVICES.

c. Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraphs (2)(a) and (2)(b) above. If the water source does not meet the requirements of potable water, the HSP shall be required to provide water from an alternate approved source at no increase in the contract price.

d. Potable water pierside shall be delivered by pipeline if available. If a vessel is at anchorage SUBLINE ITEM XX09AC applies.

2. The HSP shall be paid based on the ACTUAL METRIC TONS of potable water received on the ship. The Government reserves the right to require a written statement from the HSP describing the method of measurement used to determine the amount of potable water provided to the vessel.

LINE ITEM XX10 – SHIP UTILITY SERVICES

1. SHORE STEAM

   a. The HSP shall provide shore steam to the ship. This sub lot line item is performance-based. Shore steam provided to the ship may be provided by any means (boiler or generator) so long as the pressure of steam delivered to the vessel is approximately 100 PSI (standard commercial pressure) and of acceptable quality for the vessel. Pricing for provision of shore steam shall be on a TBD basis and should include the boiler or generator, fuel for the generator, mobilization/demobilization, hoses, and adapters appropriate to the vessel type, and water (where required) for the generator or boiler. This item shall be billed on a daily basis.

2. OIL BOOMS

   a. The HSP shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom. Billing for LINE ITEM XX10AA & XX10AB shall be per meter. For example, a 300-meter oil boom would be billed at 300 meters per day.

   b. Oil Booms are intended to act as a precautionary measure in case of inadvertent leakage from equipment otherwise in sound operating equipment. Oil booms are also intended to mitigate the environmental damages that may otherwise result from inadvertent leakage. The HSP shall notify the Ordering Activity, upon receipt of a LOGREQ request, if deployment of an oil boom at the proposed mooring location is contrary to host nation or port authority regulation so that the order for the oil boom service can be cancelled. Cleanup and disposal of oil is a port authority function. If the HSP incurs charges for these services, they shall be billed as port tariff items on a reimbursable basis.

3. SHORE POWER (INCLUDES CABLES, CONNECTION, FUEL, AND OPERATORS) 450-480V, 60 HZ

   a. The HSP shall provide shore power to the ship using a port-provided, permanent connection system or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels. The HSP shall provide all cables and make all power connections between the generator and ship. The availability of shore power shall be in accordance with the schedule established by the ship.

   b. Sub Lot Line Items XX10AC through XX10AG are to be used only if/when shore power provided by port authorities is, for any reason, not available or inadequate.

LINE ITEM XX11 – LAND TRANSPORTATION (PERSONNEL) SERVICES (BUS SERVICE AND VEHICLE RENTAL SERVICE)

1. GENERAL REQUIREMENTS :

   a. All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured. The HSP is responsible for delivering all cargo and personnel to the correct location on schedule.

   b. If a Government official is designated to drive the vehicle, he or she is required to be at least 21years and meet all requirements for driving in the host nation. The HSP is responsible for passing the information required to register with the local rental company from the Ordering Activity.

   c. The HSP shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government

shall have the right to reject the vehicle for performance of services. The HSP shall ensure that each vehicle is jointly inspected before and after a trip by the HSP and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

d. If a vehicle is not operable when required under this contract, the HSP shall provide, at no additional expense to the U.S. Government, a replacement vehicle within three (3) hours that complies in all respects with this contract.

2. BUS SERVICE

a. The HSP shall provide air-conditioned bus services on an hourly rate basis and bill under LINE ITEM XX11AA and XX11AB. The hourly rate shall include one driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any additional driver, if required, shall be priced separately. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

b. The HSP shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition when presented for service and shall be free of debris.

c. In the event of a bus breakdown, the HSP shall provide within two hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

d. Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's Ordering Officer.

e. The HSP shall be responsible for ensuring that the HSP and an authorized representative of the U.S. Government jointly inspect before and after a trip each bus. The U.S. Government will not consider any claim for damage to a bus, which has not been inspected.

3. VEHICLE RENTAL SERVICE

a. Vehicle Specifications, Maintenance, and Malfunctions

(i) The HSP shall furnish "new" air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations.

Sedans or SUVs shall have a minimum capacity of four (4) passengers and 1600cc engine.

In the event a "new" vehicle is not available in certain countries, the HSP shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. Vehicles shall be priced on a daily rate. They shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full. The prices for vehicles rented are based upon an assumption that the vehicles will be returned with an empty tank of gas. There shall be no surcharge applied to the commercial price of the fuel. Vehicles can be returned with any amount of gasoline. Ships shall not be responsible for returning the vehicle with a full tank of fuel, and the HSP shall not be obligated to credit the ship for the remaining fuel.

(ii) The HSP shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and be responsible for all emergency repairs and services.

(iii) Should any vehicle break down while in the U.S. Government's possession, the HSP shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than three (3) hours later. The replacement shall take place either at the point of breakdown or at the HSP's office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the HSP's expense. In addition, the HSP shall be liable for any U.S. Government incurred costs because of the breakdown; such as towing, repair costs, and related transportation expenses because the HSP was unreachable.

b. Substitution of Vehicles

(i) If the HSP does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the HSP shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group B car is ordered but unavailable, and if no other Group B vehicle is available, the HSP shall furnish a higher group vehicle at the price listed for the Group B vehicle originally ordered.
(ii) In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

c. General Description of Vehicle Types

(i) The vehicles shall meet the general description set out below:

Medium-size Sedan (Group "B"): 2 - 4 doors; 4 - 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Executive Sedan (Group "E"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Passenger Van (Group "M"): 9-passenger capacity; air conditioning; minimum 2000cc engine.

Cargo Van (Group "X"): 12 Cubic Meter volume capacity, air conditioning; minimum 2000cc engine.

d. Insurance and Liability.

(i) The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below.

(ii) The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

(iii) The HSP and any Subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the HSP, its subcontractors, its agents, or employees.

(iv) The HSP shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The HSP shall be liable for, and shall indemnify and

hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

(v) Paragraph (iv) shall not be construed as limiting the HSP's liability to the amounts of the required minimum insurance coverage specified therein.

e. Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. The HSP shall notify the Supply Officer of the infraction and amount cited.

f. Mileage and Deposit Charges. There are no mileage or deposit charges for the vehicles rented under this contract.

g. Time Periods of Rental. Rental time shall begin once U.S. Government employees have taken possession of the vehicle. The daily rate is defined as 24 consecutive hours. If the vehicle is rented with a driver, and if a driver is required during the entire period of rental, no individual driver shall be required to drive more than 8 hours straight. Drivers must not have been driving within the previous 8 hours.

h. Executive Sedan with Driver (Group "Y"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan. This group requires an executive sedan and shall be provided with a driver. Drivers must be familiar with local area, and must speak English. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. No individual driver shall be required to drive more than 8 hours. Drivers must not have been driving within the previous 8 hours. The HSP shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations by the provided driver. The U.S. Government will reimburse the HSP for additional costs in two cases: for highway tolls, and for the driver's overnight accommodation up to $120.00 or equivalent local currency, when required by U.S. Government business such as travel to another city, and upon presentation of an original invoice.

LINE ITEM XX12 - TELEPHONE SERVICES AND COMMUNICATIONS EQUIPMENT

1. Cellular Telephone Services (LINE ITEM XX12AC): Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under LINE ITEM XX12AC. The HSP shall have readily available a minimum of 10 cellular telephones at a given time. Each mobile phone provided shall include an operating manual/instruction with published rates for usage.

2. Landlines (LINE ITEM XX12AA): Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Installation charges shall be inclusive of all costs for installation and removal of landlines. Usage charges and port tariff fees associated with landline connections (LINE ITEM XX12AB) will be the actual charges computed in accordance with the local or national tariff.

3. The HSP shall provide pre-paid International Calling Cards for official use (LINE ITEM XX12AE).

LINE ITEM XX13, XX14, XX15 - FORCE PROTECTION BARRIERS, PERSONNEL, AND SUPPLIES

1. Only the ship's Commanding Officer, the ship's Supply Officer, or the FISC Yokosuka Contracting Officer is authorized to order Force Protection (FP) services under this contract. If any other activity or individual attempts to order FP services (e.g., NCIS, DAO, etc), the Husbanding Service (HSP) Contractor is required to immediately inform the ship and receive a proper order prior to beginning performance of these services.

2. The HSP is responsible for providing and coordinating the FP services described in paragraphs 2-6 and 8-15 as part of their Husbanding Services under Lot Line Item XX01. The HSP shall develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HSP must coordinate all aspects of FP planning and services with Port Authorities, host nation agencies, and U.S. Embassy security staff. If the host nation is supplying FP assets the HSP must verify they are available and are scheduled to show up on time.

3. The HSP will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer. The HSP shall not add any requirements without prior approval.

4. The HSP is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Yokosuka Contracting Officer. The HSP must explain what the added FP service will include and why it has been requested. The FISC Yokosuka Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HSP will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

5. FP is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, having the objective of improving security to personnel and ships while in port. FP services or supplies may be provided by the host nation at no cost or may be billed at the public tariff rate. The HSP is required to verify what services will be provided by the host nation. For the services that cannot be provided by the host nation, the HSP is required to arrange these services by obtaining them from commercial sources at the prices indicated in the pricing schedule.

6. The HSP shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HSP's written policy shall describe the required measures to protect ship schedule information.

7. The HSP shall provide as many services identified below as ordered by the ship or FISC Yokosuka Contracting Officer. These services do not include other related services not listed, but may be required and separately ordered to attain a higher level of security in a port.

8. Personnel providing force protection services must be responsive to instructions from the ship. This does not authorize force protection personnel to violate any local regulations, any Port Authority ordinances, or local decrees. The equipment and material used for the force protection services will be inspected by the ship's force to ascertain that they meet force protection requirements.

9. Access Points: The HSP shall establish a single entry and exit point to the pier area.

10. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

11. Personnel Identification: The HSP shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

12. Background Checks: The HSP shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations. The HSP shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers. The HSP shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The HSP shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing. In addition, the HSP will be required to provide vetting services for third party contractors such as DLA-Engery contractors.

13. Access Lists: The HSP shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

14. Inspections: The HSP shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

15. Stand-Off Distances:

    a. Objects: To the maximum extent practicable the HSP shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

    b. Unloading Zones: To the maximum extent practicable the HSP shall establish unloading zones at least 400 feet (125 meters) away from the ship.

    c. Warning Signs: The HSP shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

        i. Sign Specifications:
            1. Language: Must be in the local language(s) as well as English.
            2. Wording: Must state "Restricted Area, Do Not Enter"
            3. Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
            4. Color: Yellow or white with black lettering
            5. Visibility: Must be highly visible from a distance of 400 feet (125 meters)
            6. Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

16. The unit price for force protection services shall include all costs associated with providing transportation, mobilization/installation and demobilization/de-installation, or arranging the requested services below unless the transportation, mobilization/installation and demobilization/de-installation is identified as a separate Lot Line item number. The HSP's invoice shall set forth the unit of issue identified for each service, total quantity ordered for each service, unit price, and the total price.

17. The force protection services that the ships may order if included on the contract schedules are:

(a) Jersey-type security barriers and CONEX box barriers capable of stopping a vehicle (automobile). (Price per meter per day)

(i) Concrete barriers

(ii) Water filled barriers (completely filled with water). Price must include water.

(iii) CONEX box barriers.

Mobilization, installation and demobilization will be billed under a separate contract line item number.

(b) Unarmed security guard to control vehicle and personnel access to pier. (Price per guard per hour) Must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival.

(c) Floating Line of Demarcation (LOD) at pierside, equipped with anchors and lighting (for night visibility). (Price per meter per day) The floating LOD must be anchored at least 30 meters from ship. Oil booms are acceptable. Mobilization, installation and demobilization will be billed under a separate contract line item number.

(d) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities. Continuous coverage is required for the period of performance ordered by the ship or by the Contracting Officer. (Price per patrol craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(e) Unarmed and manned motorized patrol craft, approximately 5-10 meters in length, with own radio to communicate with ship and local authorities, to escort ship from pilot pickup point to mooring location. (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(f) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities, on call (available within 15 minutes). (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(g) Tire-shredding strips, equipped with metal spikes, to be placed across the entry to pier access. (Price per one strip per day) Must be capable of disabling a vehicle, which drives over the strips in the wrong direction. Strips must be at least one meter in length.

(h) Metal pedestrian-control fences. (Price per 2x2 meters fence per day) Must be at least two (2) meters high, two (2) meters wide, and sturdy enough to withstand wind and other inclement weather.

(i) Signs in host nation language. Signs shall be at least one (1) meter long and a half (1/2) meter wide, with lettering at least 10 cm high. (Price per sign per day). Each sign is to read: "Controlled area. Unauthorized entry prohibited." Signs shall be legible, on a sturdy material that will not fade, run, or be ruined due to inclement weather (plastic material preferable). Signs shall also be written in fluorescent paint/material or be lighted, so they can be seen at night. Signs shall have some type of securing means on them, such as a hole punched in each corner, to use wire to secure sign to fence.

(j) Portable fluorescent lighting capable of illuminating 300 meters by 100-meter area. The HS Contractor shall

provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port's installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting. (Price per portable unit per day)

(k) Weather resistant guard shacks, capable of holding at least two persons. Guard shack shall be enclosed, and shall have, at a minimum, one door and one window. Please indicate guard shack measurements. (Price per unit per day).

(l) Hand held metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition (Price per unit per day)

(m) Walk-through metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(n) Trained metal detector operators. (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(o) Hand held explosives detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day).

(p) Walk-through explosive detector, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(q) Trained explosives detector operators, (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(r) X-ray baggage scanning machines, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(s) Trained X-ray baggage scanning operators (Price per hour per operator). Operators shall search host national baggage. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(t) Explosives disposal-trained diving services capable of inspecting pier before ship arrival. Must have obtained all applicable licenses and/or certifications from host nation prior to diving. (Price per hour)

(u) Battery operated bullhorns, new batteries included. (Price per unit per day)

(v) Sturdy tables with dimensions of at least two (2) meters long and one (1) meter wide, with four folding chairs. (Price per unit per day)

(w) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and open on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(x) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and closed on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(y) 800 MHz radios. Must be in excellent condition, and battery operated, with batteries included. (Price per unit per day)

Note: If the FP services required in support of the port visit are not included as pre-priced items in the contract schedules, paragraph D.5. of the PWS applies.

LINE ITEM XX16 - PORT HANDLING COSTS

1. PAINT FLOAT

a. The paint float shall be no less than 5M in length but, in all cases, large enough to provide a safe and stable working platform for the occupants. Scaffolding may be of any height less than 3.5M from the deck, so as to provide a working platform at least 4M from the waterline. The paint float shall be equipped with suitable self-fendering to prevent damage to the ship. The price of these fenders shall be included in the quoted price of the paint float. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. Rails shall be no less than 1M from the working platform. The working platform shall be equipped with anchor points for harnessing. The Ordering Activity shall be responsible for providing safety harnesses, for obtaining permission from local authorities prior to all work on the paint float, and for cleanup/disposal of all hazardous material generated or released outside the paint float. The HSP shall notify the Ordering Activity of local regulatory requirements concerning paint floats, assist the Ordering Activity in submitting requests and passing required documentation to the local authority where permission is required to work on the paint float, and arrange for required cleaning of the paint float upon return. The ordering activity is responsible for securing the paint float from the time custody has been transferred to them until returned to the HSP or the ship departs, whichever is earlier.

2. MATERIAL HANDLING (UP TO 150 LBS)

a. The HSP shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

b. The HSP shall use counter-to-counter delivery and charge by each Bill of Lading. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

c. Shipping documents shall be labeled "SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HSP.

d. The HSP shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel. The HSP shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

e. The HSP shall receive the package from the ship and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

f. The HSP shall deliver the package to the ship the day of arrival in port or the following morning. The HSP shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

g. The HSP shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HSP shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

3. MANLIFT (WITHOUT OPERATOR)

a. The HSP shall provide a manlift (without operator) and a full fuel tank. The HSP shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning. The HSP shall conduct training on safety and operating procedures for ship personnel. The HSP shall maintain documentation of ship personnel acknowledgement of the training.

LINE ITEM XX17 - COST REPORTING

LINE ITEM XX17AA - LogSSR Reporting

Upon award, the HSP shall utilize the LogSSR to submit all reports and documentation related to the husbanding order. LogSSR can be accessed through the NAVSUP One Supply website at https://www.navsup.navy.mil/onesupply, redirected through www.navsup.navy.mil/logssr or directly at the official website of https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(1) LogSSR access and input.

(a) At the start of the contract period of performance, the HSP shall begin to enter the final itemized port cost information for every order under this contract directly into the LogSSR database (Actual Cost Report) and email all corresponding documentation (LOGREQ, Initial Cost Estimate Report, validation of submission of cost estimate, final invoices, and supporting documentation required by the contract). External Certification Authority Public Key Infrastructure (ECA PKI) is not required for entry, but no access to the HSP's information is accessible unless obtaining an ECA PKI.

(2) LogSSR functionality.

(a) This system is designed to gather all reports and documentation related to ALL ordering activity e.g. a ship's visit, beginning with the Initial Cost Estimate (referred to in this solicitation as the 'pre-arrival cost estimate') to the Actual Cost Report. All supporting documentation will be submitted by email to navsup_hq_logssr@navy.mil in PDF format (Adobe Acrobat) when the port visit information is entered into LogSSR. Although the pre-arrival cost estimate is a separate reporting requirement, a copy of this report shall also be submitted as part of the Actual Cost Report documentation described in paragraph (b) below. The Documentation is discussed below:

(b) Actual Cost Report:

(1) The HSP shall create the Actual Cost Report in the LogSSR website directly, **within seven (7) calendar days from completion of the ship's visit**. The HSP shall also send a copy of the order (i.e. SF 1155 or 1449), a copy of any Initial Cost Estimates, a copy of the LOGREQ, and all HSP and any sub-contractor invoices and supporting documentation required by the contract as PDF files to the LogSSR email address of **navsup_hq_logssr@navy.mil** and to the email address specified at the time of contract award for each region concurrent with the creation of the Actual Cost Report in LogSSR. The HSP shall identify the line items as actual or estimated. This option is for those line items where the HSP has not received the actual invoice before the ship leaves port, i.e. telephone bills. The HSP shall include ALL port costs paid by each ship for which the HSP provides husbanding services. Email submissions should be limited to no more than 10 MB per email (multiple emails authorized if needed) and reference the port visit identification number in the subject line (received when a port visit is submitted).

(2) For ships or ordering activities that do not have disbursement capabilities, the HSP shall send the signed DD Form 1155, invoices and the additional documents required clearly indicating that a

payment is pending to email address husbanding@fe.navy.mil and to the LogSSR email address of **navsup_hq_logssr@navy.mil.**

(3) Any changes to an Actual Cost Report (i.e. finalize the charges made on an estimated amount) shall be forwarded by e-mail to and to the email address husbanding@fe.navy.mil and to **navsup_hq_logssr@navy.mil** email account as PDF file within seven (7) calendar days of the change. The email must contain a summary of the changes. The FISC contracting office will update changes to the LogSSR.

(4) The Actual Cost Report and supporting documentation will be visible in the LogSSR website by the government personnel with validation authority. Final reports of an HSP representative can be accessed through the website only by obtaining an ECA PKI that will provide access only to the HSP's submitted information.

NOTE: Before submission of reports or any other data to the FISC Contracting Office via electronic transmission or any other data media, the HSP shall scan all documents with current anti-virus software to ensure computer virus free transmission. The LogSSR server scans all reports for computer viruses before inclusion in the databases. Any reports received containing computer viruses will be immediately deleted and not necessarily returned to the HSP.

NOTES:

1. "All data obtained by the Government through the use of LOGSRR during the course of the contract is for the Government's use and shall be treated as 'limited rights' as described in DFAR 252.227-7013(13) after the contract expires".

2. Failure to provide required reports in a timely manner as outlined in the PWS will result in penalties as outlined in the Quality Assurance Surveillance Plan (QASP).

Line Item XX18 - PORT TARIFFS NOT OTHERWISE SPECIFIED

Line item XX18AE – Port Tariff Items

1. Port tariffs (PT) billable under XX18 include all PT items for which a specific sub-line item is not specified in the Exhibit A.

2. The HS Contractor shall also provide all original documents with any invoices for port tariff items which have been provided to the ship for certification by the ship's Supply Officer prior to departure. Invoices for port tariff items not available prior to the ship's departure shall be presented for payment in accordance with OC-1.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 31-JAN-2011 TO 30-JAN-2012	N/A	N/A FOB: Destination	
0002	POP 31-JAN-2011 TO 30-JAN-2012	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
252.233-7001	Choice of Law (Overseas)	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

_X__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

___ (6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (8) [Reserved].

___ (9)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (10)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (11) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (12)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2010) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (iv) Alternate III (JUL 2010) of 52.219-9.

___ (13) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (14) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (15)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (16) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (17) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

___ (19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

___ (20) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (21) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

___ (22) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (23) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (24) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

___ (25) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

___ (26) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

___ (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (28) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423) .

___ (ii) Alternate I (DEC 2007) of 52.223-16. .

___ (31) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

___ (32) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (33)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (34) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (35) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (36) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (37) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (38) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

___ (39) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X__ (40) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (41) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

_X__ (42) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (43) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (44)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

____

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1)in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) Reserved.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 31 Jan 2011through 30 Jan 2012.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the

number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 days.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days before contract expires.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 18 months..
(End of clause)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: http://acquisition.gov/comp/far/
DFAR Clauses: http://www.acq.osd.mil/dpap/dars/dfars/

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2010)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

_X__ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ___252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (15 U.S.C. 637).

(4) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (OCT 2010) (15 U.S.C. 637 note).

(5) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) ____ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ____ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

(9) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11))(i) ___ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (SEP 2008)

(12) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (JUL 2009) of 252.225-7036.

(15) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) ____ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) ____252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(22) __X__ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(23)____252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).

(24)____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(25)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(26) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(3) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(4) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(5) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all—

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting officer.

(End of clause)

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUNE 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

(End of clause)

252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless—

(1) Approved in writing by the Contracting Officer;

(2) Made in accordance with the laws and regulations of the United States of America; and

(3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract of any plans, specifications, or other similar documents relating to work under this contract, if marked “Top Secret,” “Secret,” or “Confidential” be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall—

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

(End of clause)

ADDENDUM TO FAR 52.212-4

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed where the services affect health, force protection, safety, and/or prevention of damage to Naval vessels.

(2) Time of performance (i.e. hours of the day, days of the week, etc.) where the services affect health, force protection, safety, and/or prevention of damage to Naval vessels.

(3) Place of performance of the services where the services affect health, force protection, safety, and/or prevention of damage to Naval vessels.

(4) Specifications when the supplies or services to be furnished are to be specially manufactured for the Government in accordance with the specifications and affect health, force protection, safety, and/or prevention of damage to Naval vessels.

(5) Place of delivery where the services affect health, force protection, safety, and/or prevention of damage to Naval vessels

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

OC-1 INVOICES AND PAYMENTS

(a) Invoice Content

The Contractor shall submit to the ordering officer an invoice that lists all the expenses incurred by the ship during the port visit. The contractor's invoice shall list items priced under this contract and include subcontractor invoices for all other items not priced in the contract. All invoices submitted shall have all supporting documentation (i.e. trash and CHT certificates, delivery tickets signed by ship's personnel, with a legible signature and printed name and rank, port tariff invoices, invoices for items not pre-priced in the contract, and any other documentation that the supplies/services have been delivered and accepted) and must be submitted in accordance with the paragraph below. All items listed on the invoices must be completely detailed (i.e., broken down) for quantity, contract unit of issue, unit price, etc. No lump sum amount will be accepted.

The Contractor has the responsibility to keep copies of all documentation submitted to the ship for each visit for all supplies and services rendered and in the quantities invoiced. The Contractor shall keep a copy of all such documentation in one place that will be indicated to the Contracting Officer at the time of contract award. FISC Yokosuka and its detachments contracting personnel may examine these files at any time during the performance of this contract.

The invoices must be easily identifiable as original (i.e. original signature or stamped as ORIGINAL). If an electronic invoice is authorized, the Contractor must certify on the invoice that it is the first time that the invoice is submitted. If the original invoice has been lost, a copy of the invoice may be submitted. This invoice must be marked as 『DUPLICATE COPY』 and a signed and dated statement with a contractor's stamp must be made on the duplicate invoice confirming that payment has not been received.

Each invoice must include—

(1) Name and address of the Contractor;
(2) Invoice number and date issued;
(3) Contract number, Contract Line Item Number, Lot Line Item and , if applicable, the Order Number;
(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(5) If appropriate, the shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on a Government bill of lading;
(6) Terms of any prompt payment discount offered;

(7) Name and address of the official to whom payment is to be sent;
(8) Name, title, and phone number of the person to be notified in the event of a defective invoice;
(9) Supporting documentation (i.e. trash and CHT certificates, delivery tickets signed by the ship's personnel, with a legible signature and printed name and rank, and any other documentation that the supplies/services have been delivered and accepted);
(10) The invoice must be correct and complete and without handwritten figures.
(11) Electronic funds transfer (EFT) information.

The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g. FAR 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration), or applicable agency procedures.

EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

If an item is not included on the original invoice, a supplemental invoice shall be issued with the same number followed by alpha suffix (e.g. Invoice No. 0001/03-A). The same requirements for submittal of the original invoice apply to the supplemental invoice.

If an invoice for an item is not available prior to the ship's departure (e.g. cell phone charges, port tariff items, port dues, etc.), the item shall be listed on the invoice with the words 『TO BE DETERMINED (TBD)』. Once the invoice has been received and the exact amount is known, the Contractor shall issue a supplemental invoice (with all supporting documentation attached) as 『FINAL』 for the final payment. TBD invoices shall not be paid until a 'FINAL' invoice is submitted.

It is the Contractor's responsibility to verify with port authorities and concessionaires that there are no pending charges prior to the ship's departure. This is to avoid any possible future invoices that may be submitted for unknown services to the U.S. Government.

When preparing an invoice the term 『Miscellaneous』 or any similar type description should be avoided. If this is not possible and the Contractor must use the term 『Miscellaneous』 when submitting an invoice, the Contractor shall provide a detailed list of items purchased and item prices on the invoice.

Invoices not in compliance with these instructions are not considered to be proper invoices and may be rejected.

(b) Invoice Submission

The invoice must be submitted to the listed activities in the following order:

(1) To the ship's Supply Officer or his designated representative one day prior to its sailing date. In the event the Contractor is unable to present any invoice to the ordering ship for payment prior to the departure of the ship, the Contractor shall submit invoices and attempt to obtain payment at the ship's next port of call.

(2) If unsuccessful, to the Contracting Officer. In the event the Contractor is unable to present any invoice to the ordering ship prior to its departure, the invoice must be promptly submitted to the CO for payment through DFAS Yokota. In no case should the invoice be submitted beyond 90 days after the ship's departure from the port. The Disbursing Officer will annotate the date the invoices are received for the purpose of calculating any interest due. An exception to the 90-day limit will be given only for charges made by the port authorities or concessionaires,

or the host nation authorities, including military authorities. It is the Contractor's responsibility to verify that there are no pending charges and to obtain the invoices from these authorities no later than six months after the ship's departure.

(3) Alternatively, whenever a non-Navy ordering authority orders services under the contract, the Contractor shall submit invoices and all supporting documents to that ordering activity.

(c) Payment of Invoices

Payments under this contract will be made in accordance with the clause FAR 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003).

Payment will be made after delivery and acceptance of supplies or performance and acceptance of services.

『Acceptance』 means the act of an authorized representative of the Government by which the Government, for itself or as an agent of another, assumes ownership of existing identified supplies tendered or approves specific services rendered as partial or complete performance of the contract (from FAR 46.101 Definitions).

Bill payment shall be disbursed through one of the following methods, check, purchase card, submission of invoices to a Defense Finance and Accounting Command (DFAS) via regular mail or electronically through Wide Area Work Flow (WAWF).

The Contractor shall present to the ordering officer or SUPPO all pricing that is firm and finalized one-day prior to the ship's sailing or the ordering activity departure. At that time, the Contractor shall relay any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for these functions shall be the ordering officer or the ordering officer's designated representative. In addition, the Contractor shall present all documentation and invoices from other Contractors subject to provision of services under this contract.

The Contractor shall obtain a signed delivery order (DD 1155) to verify that the services were received and that charges presented in the port visit cost reporting program are correct for payment. This may be accomplished via email from the Ordering Officer or the SUPPO of the ship. The ordering officer shall pay for all supplies and services accepted during the period of performance by one of the aforementioned methods of payment.

In the absence of a delivery order, forward invoices and all documentation regarding inspection and acceptance of supplies and services by the ship's representative with appropriate accounting data to the Administrative Contracting Office.

(d) The Government will not make direct payments of VAT to the host nation nor will it withhold taxes, including VAT, from invoices for orders that are submitted to the husbanding services contractor by the Government. Payment of appropriate taxes required as part of conducting business in the specific country at which a port visit takes place are a responsibility of the husbanding services contractor. Offerors are further directed to FAR 52.229-6, Taxes-Foreign Fixed-Price Contracts (JUN 2003), which is included in the solicitation

INDEX OF ATTACHMENTS

1. Ship Types
2. Schedule of Supplies/Services and Prices
3. Quality Assurance Surveillance Plan
4. Request for Sanitary Inspection

ATTACHMENT 1: SHIP CLASSIFICATIONS (DESCRIPTION OF SHIPS BY CLASS AND TYPE)

The following are Ship Classifications:

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	75
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360
Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854
Class IV					
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082

T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276
T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

Displacement is expressed in tons and represents fully loaded displacement.

The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

GLOSSARY OF TERMS AND ABBREVIATIONS

AGOS	RESEARCH SHIP
AGSS	RESEARCH SUBMARINE
AOE	FAST COMBAT SUPPORT SHIP
ARS	SALVAGE SHIP
AS	SUBMARINE TENDER
CG	GUIDED MISSLE CRUISER
CV	MULTIPURPOSE AIRCRAFT CARRIER (CONVENTIONALLY PROPULSION)
CVN	MULTIPURPOSE AIRCRAFT CARRIER (NUCLEAR PROPULSION)
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
FFG	GUIDED MISSLE FRIGATE
HSV	HIGH SPEED VESSEL
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCS	LITTORAL COMBAT SHIP
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LHD	AMPHIBIOUS ASSAULT SHIP (MULTI- PURPOSE)
LPD	AMPHIBIOUS TRANSPORT DOCK
LSD	AMPHIBIOUS CARGO SHIP
LSV	LOGISTIC SUPPORT VESSEL (ARMY)
HSIC	MARK V SPECIAL OPERATIONS CRAFT (1 PAIR)
MCM	MINE COUNTERMEASURE SHIP
MCS	MINE COUNTERMEASURE SUPPORT SHIP
MHC	MINE HUNTERS COASTAL
MSC	MILITARY SEALIFT COMMAND
PC	PATROL COASTAL SHIP
SSBN	BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSGN	CRUISE MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	ATTACK SUBMARINE (NUCLEAR PROPULSION)
T-AE	AMMUNITION SHIP (MSC)
T-AFS	COMBAT STORE SHIP (MSC)

T-AGOS	OCEAN SURVEILLANCE/PATROL SHIP (MSC)
T-AGS	SURVEYING/ OCEANOGRAPHIC SHIP (MSC)
T-AH	HOSPITAL SHIP (MSC)
T- AKE	DRY CARGO/AMMUNITION SHIP (MSC)
T-AKR	STRATEGIC SEALIFT SHIP (MSC)
T-AO	OILER (MSC)
T-AOT	TANKER (MSC)
T-ATF	FLEET OCEAN TUG (MSC)
WAGB	POLAR CLASS ICEBREAKERS
WHEC	HIGH ENDURANCE CUTTER
WMEC	MEDIUM ENDURANCE CUTTER

ATTACHMENT 2 – STANDARD LOT LINE ITEMS

See attached excel spreadsheet.

ATTACHMENT 3 – QUALITY ASSURANCE SURVEILLANCE PLAN

QUALITY ASSURANCE
SURVEILLANCE PLAN

Contract No:
HUSBANDING SERVICES

Coordination and Review:

_____
Contracting Officer Date

_____
COR
Date

_____
CONTRACTOR
Date

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance-based Performance Work Statement (PWS). This performance-based plan sets forth the procedures and guidelines the U.S. Fleet & Industrial Supply Center, and its detachments will use to monitor contractor's performance, evaluating port visit cost reporting, non-priced item pricing performance, and ship's overall satisfaction with the of the husbanding service contractor's port visit services.

1.1 PURPOSE

1.1.1. The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the port visit cost reporting requirements, adhering to the non-priced item pricing performance standards, and meeting the ship's task order requirements as identified in the PWS.

1.1.2 This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

2.0 PERFORMANCE MANAGEMENT APPROACH

2.1 The performance-based PWS structures the acquisition around "what" service is required as opposed to "how" the contractor should perform the work. This QASP will define the performance management approach taken by the Contracting Officer to monitor, manage, and take appropriate action on the contractor's performance against expected outcomes or performance objectives communicated in the PWS. Performance management rests upon developing a capability to review and analyze information generated through performance metrics. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management. The data generated in a performance management approach provides information that indicates whether or not expected outcomes for required services are being achieved adequately by the contractor.

2.2 Performance management also represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether or not outcomes are being achieved and migrates away from scrutiny on compliance with the processes and practices used to achieve the outcome. The only exceptions to process reviews are those required by law and compelling business situations such as safety and health. An outcome focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved at the desired levels of performance.

3.0 PERFORMANCE MANAGEMENT STRATEGY

3.1 The contractor will set forth the staffing and procedures for self inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The contractor will develop and implement a performance management system with processes to assess and report their performance to the Contracting Officer.

3.2 The Contracting Officer will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The Government will make decisions based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

4.0 ROLES AND RESPONSIBILITIES

4.1. Procuring Contracting Officer (PCO). The PCO is the individual who performs preaward functions and awards or executes a contract. The PCO will retain post award functions. Accordingly, the PCO performs assigned post award functions related to the administration of the contract. Ensures performance of all necessary actions for effective contracting, monitors compliance with the terms of the contract, and safeguards the interests of the Government. The PCO makes certain the contractor receives impartial, fair, and equitable treatment under the contract. The PCO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

4.2. Contracting Officer Representative (COR). The Government personnel who perform quality assurance functions for a contracted service.

- Provide technical assistance to the contracting office
- Provide functional continuity and stability
- Maintain proficiency in contract surveillance procedures
- Perform surveillance in accordance with the surveillance plan and provide documentation of surveillance observations to the PCO, as required
- Notify the PCO of any significant performance deficiencies
- Prepare input to the Contractor Performance Assessment Reporting System (CPARS)

4.3 Ordering Officers (e.g., Ship SUPPO) are responsible to

- Issue the orders in accordance with the terms and conditions
- Monitor, assess, and communicate the performance of the contractor. Government surveillance may occur under authority of the Inspection/Acceptance paragraph of clause 52.212-4, Contract Terms and Conditions – Commercial Items, for any supply or service relating to the contract.

PERFORMANCE OBJECTIVES AND METHOD OF SURVEILLENCE

The contractor shall provide husbanding service support in accordance with the PWS. While the contractor is fully expected to comply with all requirements in the PWS, the government's assessment of contractor performance will focus mainly on the performance objectives that are also listed in the Attachment 4a. Performance Reporting Summary (PRS). The level of the acceptance for each objective is also established

5.1. Performance Objective #1:

Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2.

Method of surveillance: E-mail received by the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided.

Level of acceptance:

- On time 100%

- Up to 2 working days late, but before ship's arrival 80%

- 3-4 working days late, but before ship's arrival 60%

- Over 4 working days late but before ship's arrival 40%

- None before ship's arrival 0%

5.2. Performance Objective #2:

Submit final LogSSR within seven (7) days of each ship's departure (includes entering data into LogSSR and submitting all supporting documentation).

Method of surveillance: Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.

Level of acceptance:

- Within 7 calendar days after ship's departure 100%

- Within 08-14 calendar days after ship's departure 80%

- Within 15-30 calendar days after ship's departure 50%

- Over 30 calendar days after ship's departure 0%

5.3. Performance Objective #3:

LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages).

Any changes after the LogSSR entry must be sent with a summary of the changes to LogSSR for the update.

Method of surveillance: Compare the LogSSR data and PVCR/invoice data.

Level of acceptance:

- No errors 100%

- 1 error 80%

- 2 errors 60%

- 3 errors 40%

- Over 3 errors 0%

5.4 Performance Objective #4:

Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.

Method of surveillance: After each ship visit, the ship submits a port visit cost report indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

6.0 METHODOLOGIES TO MONITOR PERFORMANCE

6.1 In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate contractor performance. The Contracting Officer will use, the LogSSR and any input from the requiring activity as sources of comments on the contractor's performance.

6.2 The ships always have the option to communicate complaints to the Contracting Officer as opposed to the contractor. The complaints can be submitted during or after the visit; however the primary document that reports the complaints is the Port Visit Cost Report (PVCR). The Contracting Officer will accept the ships complaints and will investigate.

7.0 QUALITY ASSURANCE REPORTING

7.1. Within 30 days following the end of each quarter, the COR/PCO will prepare a report that shows the level of acceptance for each performance objective reached. An overall goal of 80% is the average of the level of acceptance of each performance objective.

8.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

8.1 The Government shall use the observation methods cited to determine whether the AQLs have been met. The Government will evaluate the results which then may be translated into the specific negative incentives should performance not meet the AQL (for failure performance, see paragraph 9.0)

8.2 The PCO may require the contractor's project manager, or a designated alternate, to meet with the Government personnel as deemed necessary to discuss performance evaluation. The PCO will define a frequency of in-depth reviews with the contractor. However, if the need arises, the contractor will meet with the PCO as often as required or per the contractor's request. The agenda of the reviews may discuss:

- Performance measured by the metrics and trends
- Issues and concerns of both parties
- Recommendations made by the KO based on contractor information
- Issues arising from independent reviews and inspections

8.3 The PCO and contractor should jointly formulate tactical and long–term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the PCO.

9.0. FAILURE TO PERFORM

9.1 The contractor may receive negative past performance ratings or even termination based on failure to perform. The following criteria apply for determining appropriate action:

Termination. If the KO determines that the contractor has failed to perform to the extent that a termination for cause is justified, the KO shall issue a notice of termination, consistent with FAR Part 12.

LIST OF ATTACHMENTS

Attachment 4a. QASP Matrix

QASP Matrix

Attachment 4a Required Service Levels

Required Service	Performance Standards	Method Of Surveillance	Goals
Timely submission of estimates within two (2) working days after receipt of the order.	Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2.	E-mail received by the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided..	- On time 100% - Up to 2 working days late, but before ship's arrival 80% - 3-4 working days late, but before ship's arrival 60% - Over 4 working days late but before ship's arrival 40% - None before ship's arrival 0%
LogSSR and final cost reports	Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.	LogSSR Data-base	- Within 7 calendar days after ship's departure 100% - Within 08-14 calendar days after ship's departure 80% - Within 15-30 calendar days after ship's departure 50% - Over 30 calendar days after ship's departure 0%

LogSSR report accuracy	LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages)	Compare the LogSSR data and PVCR/invoice data.	- No errors 100% - 1 error 80% - 2 errors 60% - 3 errors 40% - Over 3 errors 0%
Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.	After each ship visit, the ship submits a port visit cost report to indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.	Ship's port cost visit report, observations, complaints	- Satisfied 100% - Not Satisfied 0%

ATTACHMENT 4 – REQUEST FOR SANITARY INSPECTION

SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
FISC DETACHMENT SINGAPORE
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD, BLDG 7-2
SINGAPORE 759657

Dear Sir:

We are interested in supplying (e.g. specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

LIST AND INFORMATION TO REQUEST FOR INITIAL INSPECTION

- List of products for which approval is requested.
- Establishment letterhead - four places.
- Name of establishment owner.
- Site area size - acres, square feet or square meters.
- General description of the area surrounding the plant site.
- Building description, i.e. material used in construction, age of building(s), size (in square feet or meters), and number of stories.
- Drawing of floor plan of building(s) to include major production areas (for slaughterhoused and dairies only).
- List of major processing equipment.
- Sources of raw materials.
- Output of finished product - average kilograms or tons per day, per week or per month.
- Special codes printed on product packages which identify the establishment, the product, and the date of production or packaging.
- Number of employees.
- Are employees receiving pre-employment or periodic medical examinations? What is the frequency of the periodic examinations?
- Program for employee instruction personal hygiene, food, handling techniques, and food hygiene and safety.
- Cleaning and sanitizing methods, including chemical used.
- Detailed written cleaning and sanitizing program.
- Official water quality certification from the local government, including total aerobic bacteria plate count, coliform count, and chemistry.
- Name of water source.
- Waste disposal program.
- Pest control program.
- Name of inspection agencies which inspect the plant (government and civilian) and frequency of inspections. Are inspection reports available for review?
- Flow chart for the manufacture of each major category of products listed in No.1 above from raw materials to finished products health control points.
- What laboratory examinations are performed on products and plants environment? Are the results available for review?
- Total number of company vehicles?
- Key personnel and point of contact for inspectors.
- Direction to plant.
- European Economic community (EEC) and United States Department of Agriculture (USDA) plant establishment number(s).

INSTRUCTIONS TO OFFERORS

1. Instructions for Submission of offers.

(a) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Acknowledgement of amendments to the solicitation must also be provided in a timely manner as set forth in this section. Offer may be submitted by email addressed to (b)(6), (b)(7)(C) at (b)(6), (b)(7)(C) or by facsimile. Information concerning facsimile proposals is below at paragraph (h). Offers must be submitted on the SF 1449 to include the following:

(1) Discount Terms: Complete block 12 on the SF-1449 if any discount terms are offered.

(2) Company Information: Complete block 17a on the SF1449 by providing the Offerors complete mailing address. Also, complete and sign Block 30.

(3) DUNS and NCAGE Numbers: Offerors must provide their DUNS and NCAGE Code numbers in block 17a of the SF-1449. See paragraph e & f below for details regarding DUNS and NCAGE Code numbers.

(4) CCR Registration. The Offeror must provide proof of CCR registration when submitting their offer, by providing a copy of the printed "completed" CCR page from the CCR website. Additional information regarding CCR registration is contained in paragraph g.

(5) Schedule of Supplies or Services (LLINs) spreadsheet from Exhibit A of the solicitation: The offeror must insert their proposed price for each LLIN and SUBLLIN items.

(6) Offeror Representative Information: The Offeror is required to provided their representative information to include: Name of Individual, Title of individual, mailing address, telephone number, fax number, mobile phone number, and email address.

(7) Offeror Representations and Certifications: The Offeror is required to complete and submit Offeror representations and Certifications at FAR 52-212-3 OFFEROR REPRESENTATIONS, CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2008) ALTERNATE I (APR 2002), and DFARS 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (JUN 2005) which are located in Section K of the solicitation. All items must be appropriately checked or marked as Not Applicable (N/A).

(8) Technical Proposal and Evaluation: The Offeror must address the following three (3) areas in its Antiterrorism/Force Protection Plan:

8.1 Protection of Ship Schedule Information: Identify how the offeror shall secure US Navy (USN) ship visit information (both paper based and electronic); the routine number and type of personnel with access to the information; and the offeror's company policy regarding dissemination of USN ship visit information.

8.2 Security Screening of Contractor and Subcontractor Employees: Explain the offeror's company policy and processes to screen, for security purposes, prospective employees and to periodically check current employees who might be granted access on and around USN vessels. Offerors shall indicate, as part of their submission, the specific screening method(s) to be utilized on subcontractor personnel who might be granted access on and around USN vessels. The specific screening method(s) shall be identified and whether based on Internet search, screening of databases, communications with local law enforcement authorities, port security requirements, reference checks, personal interviews, credit checks, etc.

8.3 Contractor/Subcontractor Identification: The offeror shall identify how contractor and subcontractor personnel will be recognizable to ship's personnel. This may be accomplished by a combination of picture ID, badges, uniforms, access lists, etc. The offeror shall also identify how support vehicles/vessels will be marked so that they are readily identifiable to ATFP/ship's personnel.

NOTE: The offeror shall submit a summarized ATFP plan that covers each of the above three areas. The summarized ATFP plan shall address each of the three areas set out above in a total of not more than three (3) pages. Each of the three pages shall have margins of one (1) inch or greater on all four sides of the page. Text shall be displayed in not smaller than font size 10. The pages shall be 8-1/2" x 11" or A4 size. Any attachments or enclosures to the three-page plan will count as part of the allowable three (3) pages. If an

offeror submits an ATFP plan in excess of three (3) pages, only the first three (3) pages will be read and considered for purposes of determining technical acceptability.

(9) Past Performance Information (PPI) and Evaluation:

9.1 The offeror shall provide past performance information on directly-related or similar contracts it has held within the last three (3) years. These contracts should have been of similar size, scope and complexity to the requirements included in this solicitation. The offeror will explain how its past performance work is relevant to this solicitation. The Government will give greater consideration to the contracts which are more relevant to husbanding services requirements included in this solicitation.

9.2 The offeror may submit information on up to six contracts it has performed in the last three years that are similar in size and scope to the Government's requirements under this solicitation.

9.3 The offeror shall provide the following information for each contract:

A. Contract Title and Number
B. Year(s) Contract In-Effect.
C. Dollar Value.
D. Location(s) of Performance.
E. Customer Contact Information to Include:

Company or Government Agency Name
Point of Contact Name
Current Phone Number and Email Address

9.4 The past performance information submitted by an offeror shall not total more than six pages. Each of the six pages shall have margins of one (1) inch or greater on all four sides of the page. Text shall be displayed in not smaller than font size 10. The pages shall be 8-1/2" x 11" or A4 size. Any attachments or enclosures to the six pages will count as part of the allowable six pages. If an offeror submits past performance information in excess of six pages, only the first six pages will be considered.

9.5 The Government will evaluate the offeror's past performance by considering the sub-areas described below to determine the degree to which the offeror demonstrates its ability to meet the requirements of the solicitation. Evaluation of past performance will be a subjective assessment based on consideration of all relevant facts and circumstances.

A. Timeliness and Accuracy of required reports: The Government will evaluate the offeror's past performance to determine if the offeror has been timely and accurate in submitting reports to include pre-arrival estimate reports, CRAFT reports and LogSSR reports.

B. Timeliness of Performance: The Government will evaluate the offeror's past performance to determine if the offeror has complied with contract delivery schedules.

C. Customer Satisfaction: The Government will evaluate the customers' satisfaction with services provided, with communications required to resolve issues, and with the contractor's history of reasonable and cooperative behavior.

(b) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an amendment to the solicitation.

(c) Completion and Submission to the Government

The completion and submission to the Government of the above items will constitute an offer (proposal) and will indicate the offeror's unconditional assent to the terms and conditions in this solicitation and in any listed attachments. Offerors are cautioned to consult with the Contracting Officer before submitting an offer that takes exception to any term or conditions of this solicitation. The Government reserves the right to permit offerors to revise their proposals.

(d) Contract award. The Government reserves the right to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(e) 52.212-1 (Data Universal Numbering System (DUNS) Number: DUNS number registration is required for performance under this contract. Contractors must include a DUNS number validated by Dun & Bradstreet when submitting their proposals. Visit the Dun & Bradstreet Homepage at http://www.dnb.com/us/ to find your country's Dun & Bradstreet web page.

(f) CAGE and NCAGE Code Registration: The CAGE Code is a five-position alphanumeric code that identifies contractors doing business with the Federal Government, NATO member nations, and other foreign governments. The CAGE Code is used to support a variety of mechanized systems throughout the government and provides for a standardized method of identifying a given facility at a specific location. Foreign registrants in CCR must have a NATO Commercial and Governmental Entity (NCAGE) Code assigned. Contractors must include validated NCAGE information when submitting their proposals. If your organization does not already have an NCAGE assigned, for most countries you can obtain one by connecting to http://www.dlis.dla.mil/Forms/Form_AC135.asp.

(g) Central Contractor Registration (CCR): A vendor must be registered in the DoD Central Contractor Registration Database (CCR) prior to award of this contract. Vendors must register on a one-time basis, and annually confirm accuracy and completeness of registration information. In order to register for CCR, contractors require a Commercial and Government Entity (CAGE) Code or NATO CAGE Code (foreign contractors) as well as a Data Universal Numbering System (DUNS) number. Although foreign contractors performing outside the U.S. are exempt from mandatory registration in CCR, FISC Det Singapore requires contractors to register in CCR. Contractors must include validated CCR information when submitting their proposals. For detailed information regarding CCR, visit the CCR homepage: http://www.ccr.gov

(h) FACSIMILE PROPOSALS(FAR 52.215-5) (OCT 1997)

i. Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

ii. Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

iii. The telephone number for receiving facsimile equipment is: 65-6-750-2639

iv. If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document-

(a) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(b) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(c) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

AWARD

1. The Government will award a contract to the responsible offeror who submits the lowest price, technically acceptable offer with acceptable or neutral past performance. To be eligible for an award, the offeror's technical proposal (i.e. Antiterrorism/Force Protection (ATFP) plan) must be determined acceptable and past performance must be acceptable or neutral based on the evaluation provisions set forth below.

(a) Technical Evaluation: The summarized Antiterrorism/Force Protection (ATFP) plan will be evaluated as follows:

ACCEPTABLE: The offeror has submitted a technical proposal that adequately explains how it will meet the requirements in the PWS to protect ship schedule information, conduct a security screening of contractor and subcontractor employees, and ensure that contractor and subcontractor personnel and their support vehicles are recognizable by ship personnel. This may be accomplished by a combination of picture ID, badges, uniforms, access lists, etc. Recognizing that the technical proposal is a summarized ATFP, the technical proposal must provide sufficient detail so that a reviewer can reasonably determine that the submitter understands the PWS requirements in each of the three areas and has described procedures to ensure that the requirements will be satisfied.

UNACCEPTABLE: The offeror submitted a technical proposal that fails to meet the acceptable standard described above.

(b) Past Performance Evaluation: Offeror's past performance will be rated as "acceptable", "unacceptable", or "neutral". The Contracting Officer will evaluate the past performance. If no past performance information is available for an offeror, the offeror will be given a "neutral" rating. The government may contact an offeror's references concerning the past performance information. Offerors whose past performance information is rated either "acceptable" or "neutral" will be considered for award. Offerors whose past performance is rated "unacceptable" will not be considered for award.

i. Each offeror's performance will be considered under existing and prior contracts for similar services. Information obtained from references listed in proposals, other customers known to the Government, and other sources of useful and relevant information may be considered.

ii An "unacceptable" rating will be given to the offeror who is, or within the past three years has been, seriously deficient in contract performance, unless the Contracting Officer determines that the circumstances were properly beyond the offeror's control or that the offeror took appropriate corrective action. Seriously deficient denotes a situation where performance did not meet some material contractual requirement that was unlikely to be resolved in a timely manner.

iii In case no past performance history is available, the contractor will be given a "neutral" rating for past performance.

(c) Price Factor: The Government, through price analyses, will evaluate price(s) offered in response to the solicitation.

i. The Offeror shall complete and provide the Pricing/Fee Schedule contained in Exhibit A of the solicitation. Offerors are required to enter all unit and total prices for the Base Period and Option Period LLINs/SUBLLINs.

ii. The Government will only evaluate prices for proposals having **"acceptable"** technical proposals and **"acceptable"** or **"neutral"** past performance. Proposals that are determined to have **"unacceptable"** technical proposals and/or past performance will not be evaluated for price.

iii. Price analysis will be performed to evaluate the price proposals to determine whether they are fair and reasonable and balanced. Price analysis will be performed in accordance with FAR 15 and also comparison of proposed prices received in response to the solicitation.

iv. The Government may determine that an offer is unacceptable if any LLIN or SUBLLIN extended line item price is not included in the proposal.

(d) Contract Award: Through the above evaluation, the Government will award a single contract resulting from this solicitation to the responsible offeror who submits the lowest total price, technically acceptable offer with acceptable or neutral past performance.

Single Award For All Items (JAN 1999) (NAVSUP): Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire requirement may be determined to be unacceptable.

CONTRACT ADMINISTRATION PLAN

PROGRAM TITLE: South Asia and Islands in the Indian Ocean Husbanding Logistics Services for U.S. Naval Forces

DESCRIPTION OF PROGRAM: This requirement is for husbanding logistics services to support U.S. Naval forces and other U.S. Government agencies in South Asia and Islands in the Indian Ocean. This is an indefinite-delivery indefinite-quantity (IDIQ) contract and task orders will be issued by authorized ordering officers or FISC contracting officers.

PROCURING CONTRACT OFFICE: U.S. Fleet & Industrial Supply Center, Detachment Singapore

CONTRACT ADMINISTRATION OFFICE: U.S. Fleet & Industrial Supply Center, Detachment Singapore

Note: Prior to award of regional contracts, Contracting Officer Representatives (CORs) will be assigned to specific contracts, ports, and/or countries. Additionally, 30 days after award, Administrative Contracting Officers (ACOs) will be assigned.

PAYING OFFICE: Payment will be made by government purchase card, by the ship's disbursing office, or the DFAS Yokota Paying Office. Individual task orders will identify the office making payment.

1. PURPOSE: The purpose of this Contract Administration Plan (CAP) is to:

- Identify key contract administration milestones
- Provide a consistent and uniform approach through the region for monitoring performance requirements
- Identify key roles and responsibilities
- Outline the ordering and invoice processes
- Outline the cost reporting process
- Outline the past performance documentation process

2. CONTRACT ADMINISTRATION MILESTONES:

Event	Milestone Date	Government Person Responsible
1. Provide minimum IDIQ funds for award	90 days before award	Fleet
2. Write COR's designation letter	Prior to Award	Contracting Officer
3. Award contracts	Award date	Contracting Officer
4. Write ACO's designation letter	30 days after award	Contracting Officer
5. Prepare funded delivery orders	When service required	Authorized Ordering Officer or Contracting Officer
6. Establish schedule with HSP of actions and Deliverables	30 days after award	COR or Contracting Officer
7. Hold post-award orientation meeting	30 days after award	Contracting Officer and COR
8. Obtain HSP's schedule of any actions during phase-in	45 days after award	Contracting Officer and COR
9. Schedule quarterly performance meetings & notify participants	45 days after award	Contracting officer and COR
10. Provide quarterly and semi-annual input for performance assessments (i.e., QASP/CPARS)	45 days after award	Fleet, COR, HSP, Contracting Officer
11. Document HSP performance for past performance purposes (i.e., CPARS)	Semi-annually after contract award	COR, Contracting Officer
12. Close-out contract file	180 days after contract complete	Contracting Officer

3. MONITORING CONTRACTOR PERFORMANCE: Contract performance will be monitored and feedback provided in accordance with the Quality Assurance Surveillance Plan (QASP) and Contractor Performance Assessment Reporting System (CPARS). The contract contains negative incentives if metric goals, as identified in the QASP, are not achieved. Documentation of performance through the QASP will be performed on a quarterly basis and the CPARS will be performed on a semi-annual basis.

The QASP will monitor the following areas:

- Adherence to Port Visit Cost Reporting
  - Timeliness of cost estimates received
  - Timeliness of final cost estimates
  - Cost reporting submittal accuracy and completeness

- Fair and Reasonable Pricing for Non-Contract Items
  - Competition promoted to the maximum extent
  - Documentation of reasonableness

- Customer Satisfaction
  - Ship's satisfaction with HSP services
- Cost Savings

CPARS will monitor performance in the following areas:

- Quality of Product or Service

- Are reports/data accurate?
- Does the product or service provided meet the specifications of the contract?
- Does the HSP's work measure up to commonly accepted technical or professional standards?
- What degree of Government technical direction was required to solve problems that arise during performance?

- Schedule
  - Assess the timeliness of the HSP against the completion of the task orders, milestones, delivery schedules, and administrative requirements
  - This assessment of the HSP's adherence to the required delivery schedule should include the HSP's efforts during the assessment period that contributes to or affect the schedule variance.

- Cost Control
  - Does the HSP keep within the estimated costs?
  - Did the HSP do anything innovative that resulted in cost savings?
  - Were invoices accurate, complete and timely?

- Business Relations
  - Is the HSP oriented toward the customer?
  - Is interaction between the HSP and the government satisfactory or does it need improvement?
  - Address the timeliness of awards to subcontractors and management of subcontractors, including subcontract costs. Consider efforts taken to ensure early identification of subcontract problems and the timely application of corporate resources to preclude subcontract problems from impacting overall prime contractor performance.
  - Assess the prime contractor's effort devoted to managing subcontracts and whether subcontractors were an integral part of the contractor's team.

- Management of Key Personnel
  - How well did the HSP match the qualifications of the key position, as described in the contract, with the person who filled the key position?
  - Did the HSP support key personnel so they were able to work effectively?
  - If a key person did not perform well, what action was taken by the HSP to correct this?
  - If a replacement of a key person was necessary, did the replacement meet or exceed the qualifications of the position as described in the contract schedule?

4. ROLES AND RESPONSIBILITIES: The following outlines the major roles and responsibilities for contract administration purposes.

Contracting Officer: Contracting officers assigned to this contract are responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, safeguarding the interests of the United States in its contractual relationships.

In order to perform these responsibilities, contracting officers assigned to this contract are allowed wide latitude to exercise business judgment. Contracting officers must:

Ensure that the requirements of the pertinent laws, regulations, etc., have been met;

Ensure that sufficient funds are available for obligation;

Ensure that HSPs receive impartial, fair, and equitable treatment; and

Request and consider advice of specialists in audit, law, logistics, transportation, and other fields, as appropriate.

Make fair and reasonable determinations for all non-priced line items with an extended value greater than $3,000.00.

Notify the Ordering Activity when quoted prices cannot be determined fair and reasonable.

Contracting officers must also perform the actions required for the business relationship:

Interpreting and implementing diverse contract terms and conditions;

Analyzing costs;

Issuing changes and negotiating modifications to the contract; and

Organizing and coordinating efforts of all the functional specialists who comprise the contract administration team.

Monitor timeliness of required reports from the HSP (e.g. pre-arrival cost estimates);

Determine whether there is sufficient rationale to add previously ordered, non-priced items to the contract as fixed prices;

Monitor contract performance data and track performance metrics as required by the QASP;

Annually assess the HSP's performance in the Contractor Performance Assessment Reporting System (CPARS).

Contracting Officer Representatives (CORs): Various CORs may be assigned to this contract. The responsibilities of the CORs are:

Monitoring contract performance on behalf of the contracting officer;

Monitor compliance with the terms and conditions of the contract;

Providing technical advice/recommendations/clarifications of requirements to the ship;

Coordinating LOGREQ information;

Working with database information;

Liaison between the ships and HSP;

Informing the contracting officer of performance problems;

Furnishing the contracting officer of conference report;

Coordinating with the contracting officer corrective actions, when necessary;

Coordinating with the contracting officer on the content of any contractually significant correspondence addressed to the HSP;

Monitoring financial management controls;

Reviewing HSP invoices, when requested;

Assembling the documentation for quarterly QASP reviews and semi-annual CPARS; and

Maintaining a file system.

Review LOGREQs and provide feedback to the Ordering Officer;

When requested, assist the Ordering Officer with invoice reconciliation;

Submit a quarterly report to the Contracting Officer which addresses HSP performance concerns.

NOTE: The COR is not an administrative contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the performance work statement (PWS) in the contract. When in the opinion of the HSP, the COR requests effort outside the existing scope of the contract, the HSP shall

promptly notify the contracting officer in writing. No action shall be taken by the HSP under such direction, until the contracting officer has issued a modification to the contract, or until the issue is resolved.

Ordering Officers: The contract allows U.S. Navy Supply Officers assigned to a ship or and other designated personnel authorized in the contract to place task orders off the contract as ordering officers. The responsibilities of the ordering officers are as follows:

Issuance of delivery/task orders;

Obligating funds when issuing task orders;

Authorize performance;

Complying with ordering procedures;

Bring to the attention of the contracting officer or COR any significant deficiencies with respect to HSP performance, deliveries, or actions which might jeopardize contract performance;

Notify the contracting officer or COR if the HSP is of the opinion the task order is deficient or beyond the scope of the basic contract;

Monitoring services of the HSP;

Providing feedback on HSP performance;

Notifying the contracting officer when cost estimates are not provided in a timely manner;

Notifying the contracting officer of invoice discrepancies or overcharges; and

Maintaining contractual records of task orders.

Make fair and reasonable determinations for all non-priced items with an extended cost of less than $25,000;

Review HSP invoices prior to payment;

Arrange for payment of finalized invoices prior to departure.

Prohibitions: The COR and ordering officers are prohibited from:

Modifying any of the stated terms of the contract;

Taking any action, either directly or indirectly, that could result in change in pricing, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the basic contract;

Direct the accomplishment of effort which would exceed the scope of the basic contract and delivery/task order;

Taking action with respect to termination, except to notify the contracting officer that the action is desired;

Giving guidance to the HSP, either orally or in writing, that might be interpreted as a change to the scope of the terms of the contract; and

Directing the HSP to begin work prior to the order date.

5. ORDERING AND INVOICE PROCESS: Task orders for husbanding services are normally provided by the ship's Supply Officer with contracting authority delegated through the Type Commanders (TYCOMs). In unique instances, the Contracting Officer may issue task orders on behalf of the ships for husbanding services.

For husbanding services, the ship provides a Logistics Requisition (LOGREQ) through as a Naval Message to the organizations responsible for coordinating the order (e.g., FISC's Logistics Support Center (LSC) and Defense Attaché Office (DAO) with the HSP. The COR (within the LSC) will pass the LOGREQ to the Contracting Officer for review and feedback on possible contractual issues/concerns. The COR will review the LOGREQ for quality and cost saving recommendation purposes and provide information back to the ship. The COR will also pass the LOGREQ on to the HSP on behalf of the ship. Once the HSP receives the LOGREQ, the HSP will provide a cost estimate to the Contracting Officer, and ship. The COR and contracting officer will review the cost estimate to ensure items are priced in accordance with the contract. In cases where a ship is ordering non-priced items, the Contracting Officer will be responsible for negotiating these items when it is outside the contracting authority of the Ship's Supply Officer. The COR will notify the ship of the results of the negotiated prices. The goal is the timely resolution of all pricing issues prior to the port visit. If prices are not negotiated prior to the visit, prices must be negotiated before the the non-priced services are provided. If there are any disputes regarding the prices, the Contracting Officer has the responsibility to resolve the issue.

For husbanding services, invoices shall be submitted to the ship's Supply Officer and payment will normally be made by the ship's disbursing office prior to the ship's departure. In instances where there is a dispute or invoices can not be paid by the ship's disbursing office, invoices will be submitted to the contracting officer and payment will be made by DFAS Yokota. For OOTW task orders, a warranted contracting officer will negotiate and issue the orders and invoices will normally be paid out of DFAS Yokota. In all cases, the HSP is responsible for reporting all expenditures under the contract through the LogSSR.

6. COST REPORTING PROCESS: The HSP is responsible for fully participating in the execution of the LogSSR. Requirements for these reports are contained in the Performance Work Statement and quality monitoring procedures are outlined in the QASP.

7. PAST PERFORMANCE DOCUMENTATION PROCESS: The COR and contracting officer will be responsible for documenting past performance through the CPARS system. There will be one final record annually, with an interim review every six months. The COR will be responsible for collecting and forwarding relevant past performance information to the contracting officer. CPARS records will be forwarded to the HSP for review and an opportunity to provide any feedback on negative performance documented in the record.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00006	10-Jan-2012	N4034511RCSG0030	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0009
	X	10B. DATED (SEE ITEM 13) 31-Jan-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Changes

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: nysmmt01125970

1. Due to a typographical error, the estimated total amount reflected in P00004, Section 14, should read $2,135,908.80 vice $2,165,908.80.
2. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 11-Jan-2012

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00005	10-Jan-2012	N4034511RCSG0030	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0009
	X	10B. DATED (SEE ITEM 13) 31-Jan-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
FAR 52.217-8 (Nov 1999) Option to Extend Services

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssnk01125965

1. The purpose of this modification is to extend the current contract performance from 1 Feb 2012 through 30 Jul 2012 in accordance with the clause FAR 52.217-8, Option to Extend Services.

2. There is no change in the estimated total contract price as a result of this extension.

3. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 09-Jan-2012

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84
002699

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The order period end date has changed from 30-Jan-2012 to 30-Jul-2012.
The order period start date has changed from 31-Jan-2011 to 01-Feb-2012.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00004	30-Sep-2011	N4034511RCSG0030	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0009
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 31-Jan-2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
FAR 52.212-4(c) Changes

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nysmmt011127479

1. The purpose of this modification is to incorporate Lot 11 of subject contract to include an additional Lot for the Port of Galle, Sri Lanka.
2. The total contract amount is increased by $177,020, from an estimated total of $1,958,888.80 to a new estimated total of $2,165,908.80.
3. Attached is the updated Schedule of Supplies and Services.
4. All other terms and conditions remain unchanged.

For the purpose of electronic distribution, the modification signed by GDMA on 1 Oct 2011 is hereby incorporated by reference.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 02-Oct-2011

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84
002693

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $177,020.00 from $1,958,888.80 (EST) to $2,135,908.80 (EST).

SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The pricing detail quantity has increased by 177,020.00 from 1,958,888.80 to 2,135,908.80.

The total cost of this line item has increased by $177,020.00 from $1,958,888.80 (EST) to $2,135,908.80 (EST).

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 31-JAN-2011 TO 30-JAN-2012	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 31-JAN-2011 TO 30-JAN-2012	N/A	N/A FOB: Destination	

The following have been modified:

PERFORMANCE WORK STATEMENT

Offeror Representative Information:

Name of Individual:	Leonard G. Francis
Title of Individual:	Executive Group Chairman/President
Mailing Address:	15D Pandan Road Singapore 609266
Tel No:	(65)6268-5300
Fax No:	(65) 6268-6689
E-mail address:	Leonard@glennmarinegroup.com

A. DESCRIPTION OF CONTRACTUAL SCOPE

1. The geographic scope and region covered by this contract includes the following ports:

   Lot 1 – Chittagong, Bangladesh
   Lot 2 – Chennai, India
   Lot 3 – GOA, India
   Lot 4 – Mumbai, India
   Lot 5 – Male and Gan Atoll, Maldives
   Lot 6 – Trincomalee, Sri Lanka
   Lot 7 – Port Louis, Mauritius
   Lot 8 – Colombo, Sri Lanka
   Lot 9 – Port Blair, India
   Lot 10 – Cochin, India
   Lot 11 - Port Galle, Sri Lanka

2. This contract is a Firm-Fixed-Price Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract for the provision of maritime husbanding support. It is not for husbanding agency. The holder of this contract is a U.S. Navy contractor or Husbanding Service Provider (HSP). The holder of this contract is not an agent of the U.S. Navy and does not have the authority to bind the U.S. Navy. Maritime Husbanding Support is defined as: Providing supplies and services as defined in the Performance Work Statement of the contract in support of U.S. Vessels within a port area.

   a. This support is provided by a Husbanding Services provider from a standard list of services under contract.
   b. For items not supported by existing supply chains: e.g. fuel, subsistence, etc.

3. Users authorized to use this contract are United States Navy Commands, United States Marine Corps (USMC), Military Sealift Command (MSC), and the United States Coast Guard (USCG). Other users including the United States Army (USA) shall require specific authorization from the Contracting Officer to use this contract or have a Contracting Officer's Representative designated. SUBGROUP SEVEN only authorized Ordering Officers can placed orders against this contract.

4. This contract is for a period of twelve (12) months and also includes FAR52.217-8 OPTION TO EXTEND SERVICES clause. If the six (6) month extension of performance of services is exercised under FAR 52.217-8, the maximum duration of this contract is 18 months.

5. The HSP shall assure that supplies and services arranged on behalf of the authorized ordering officer conform to the general requirements of the contract in accordance with this PWS. The HSP shall assist the SUPPO or authorized ordering officer with resolving any problems in meeting the requirements.

6. Minimum guarantee for this contract is US$20,000.00 and the maximum value (maximum quantity) of this contract is US$4,000,000.00.

B. QUALITY

1. The HSP shall provide goods and services at requested delivery times at fair and reasonable prices to ships and other authorized users making port visits, provide continuous oversight of costs and performance throughout the area covered by this contract, and make meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. This contract and PWS do not specify how the

HSP is to perform, but instead provide measurable performance standards, which are established in the Quality Assurance Surveillance Plan (QASP) to monitor contract performance during each ship's visit.

2. The percentile goals in the QASP are fixed for each factor. The failure of the HSP to meet the percentile goal for any factor will be investigated and evaluated by the Contracting Officer. The HSP will be given the opportunity to refute an adverse assessment prior to finalizing the metric for a quarter.

C. PRICING – SEE EXHIBIT A

1. The services described in this PWS are performance based. All prices as a result of this contract are firm-fixed prices. With the exception of Port Tariffs, pricing for all supplies/services shall, include at a minimum, all necessary equipment, licensed operators, all liability insurance as required by local laws, holiday and overtime costs, customs clearances, mobilization, demobilization, removal, disposal, pre-positioning, staging, vetting of operations, fuel and operating expenses associated with performing the entire cycle to deliver and dispense with the logistic services described in this contract. In layman terms, all services are 'all inclusive' of all pricing variables and contingencies unless specifically stated otherwise in the pricing. These Fixed Prices shall also include performance at night, overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, other inclement weather, or service to tankers and ships carrying explosives. These requirements do not include performance during typhoons except where ships are required to depart in advance of typhoons as part of a typhoon evasion plan. Performance is not required during periods when operations have been suspended by host nation port authorities. The HS Contractor will not be liable for performance delays and will be entitled to payment for services (at the rate quoted in the Attachment 2 schedule for that line item) provided during periods where operations have been suspended by host nation port authorities. The HSP shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the U.S. Government.

2. Fees for Husbanding Services cover regular and overtime labor of contractor personnel supporting the ships plus indirect expenses, including all management, overhead and office expenses as well as profit.

3. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and/or labor is along-side the vessel and capable of operations. For the purposes of this contract, one (1) day is equal to 24 hours and begins with the performance of service. For example, service from 1800 until 1800 the next calendar day is equal to one (1) day of service. In cases where the billing unit is 'day' and a full day of service is not used by the Ordering Activity, the HSP shall be entitled to bill for one day of service. For example, if a sub lot line item with a billing unit of day were ordered and used for 30 hours, the HSP would be entitled to bill for two days of service. In cases where the ship does not arrive at the time specified in the ordering LOGREQ and services are made available based upon the time requested in the ordering LOGREQ, billing for services may commence at the time requested by the Government unless notice of cancellation is provided by the Ordering Activity or the organization authorized to pass this information on behalf of the Ordering Activity.

4. When the HSP obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list, then the HSP shall be reimbursed for the published price of the item. The HSP shall not be paid an amount in addition to the published price of the item. A copy of the published price list shall be provided to the Ordering Officer or Contracting Officer, if requested.

5. Repositioning is defined as: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions. Where a ship is at anchorage and the Ordering Activity requests repositioning of equipment, the HSP may be entitled to additional fees for repositioning to be determined by use of:

a. Prior agreement of the Ordering Officer in cases where the total repositioning costs do not exceed $3,000
b. Prior agreement of the Contracting Officer in cases where the total repositioning costs exceed $3,000.

6. Port Tariffs: The HSP will be fully reimbursed for Port Tariff items. Port Tariffs will apply to those services which are based on Port Tariff rates established and controlled by Port Authorities. English translated copies of the Port Tariffs must be submitted to the Supply Officer of the ship entering a specific Port.

7. Purchase Card Surcharge: The U.S. Government reserves the right to make payment by purchase card. All purchase card surcharges will be identified as a separate entry on each invoice. Surcharges are not authorized for priced items as the fixed price must include the use of the purchase card.

D. SHIPS'S LOGISTIC REQUIREMENTS (LOGREQ)

1. U.S. Navy ships and other activities authorized to pass LOGREQ requirements on behalf of Ordering Officers will provide, via e-mail, a copy of the unclassified "logistics requirements" (LOGREQ) message directly to the HSP. This LOGREQ may include logistical requirements that are pre-priced under the contract and logistical requirements that are pre-priced under the contract. The LOGREQ is an order for logisitical requirements that are pre-priced under the contract. The HSP shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning price performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Operations Officers, and FISC.

2. After receipt of a LOGREQ the HSP shall make such arrangements for pre-priced items as necessary with port authorities, other U.S. Government Contractors, and other commercial firms to provide supplies and services requested. The HSP shall confirm receipt of the ordering LOGREQ (to the activity who provides the LOGREQ to the HSP) within 24 hours. Confirmation of receipt shall be made by email to the activity passing the LOGREQ.

3. The HSP shall furnish to the ordering activity and FISC Yokosuka Contracting Officer a pre-arrival cost estimate in response to the receipt of a LOGREQ. This estimate will be prepared using the **Exhibit A** spreadsheet format, and will include estimated prices for items submitted on the LOGREQ pre-priced in the contract. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff." This estimate shall be provided to the ordering officer and FISC Yokosuka Contracting Officer via email within (48) hours of receipt of the LOGREQ. This report shall also include cost saving or avoidance recommendations and will explain any anticipated "additional" costs. A LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

4. Ships will not provide force protection requirements in an unclassified LOGREQ message. The activity to which this message is addressed will contact the HSP and pass the ship's force protection requirements for action. The HSP shall confirm with the ship that these force protection requirements received have been actually ordered by the ship prior to beginning performance. The ship's Supply Officer (SUPPO) or Commanding Officer may also request additional force protection requirements not covered by the force protection LOGREQ by email, telephone, or personally upon the ship's arrival. The HSP shall coordinate with the SUPPO before providing any additional force protection. If any other activity or individual orders force protection services (i.e. NCIS, etc) not covered in the ship's force protection LOGREQ provided to the HSP, the HSP is required to immediately inform the ship and receive confirmation prior to beginning performance of these services. Organizations such as NCIS and DAO are not authorized Ordering Officers under this contract unless specific authorization is given by the Contracting Officer, therefore, they have no contractual authority to place orders. Any services provided in this contract ordered by an entity otherwise described in this contract shall be provided at the HSP's own risk and shall result in no additional cost to the government.

5. If a ship requires supplies and services during the course of a port visit that are not included on the schedule of supplies and services at Exhibit A as pre-priced, (PT(port tariff), TBD, or NSP (not separately priced), the supplies and services will be acquired separately from the contract.

E. ADVANCE LOGISTICS RESPONSE TEAM

1. In the event that a Logistics Response Team for a ship arrives in port prior to a ship's arrival, the HSP will assist the logistics response team by providing logistical support and coordinating all requirements.

2. When the HSP provides support for a Logistics Response Team so that it can perform its mission, the HSP shall bill at the "Subsequent Days" daily rate for husbanding services for each day of support provided "in person" to the logistics response team.

F. INITIAL BOARDING

1. The HSP shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival. All HSP personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port. All correspondence shall be in English. The HSP is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered. Upon initial boarding the HSP shall provide all emergency telephone numbers, i.e. police, hospitals, firefighters, shipboard generated industrial waste (SGIW) disposal and hazardous material (HAZMAT) and oil spill response. The HSP shall visit the ship at least once per day and shall be available on call at all times (24 hours per day, seven days per week) to assist the ship with requirements and to resolve problems.

2. The HSP shall brief the ordering officer(s) about ordered services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HSP shall provide its POC information with 24-hour contact phone numbers.

3. The HSP shall provide the ordering officer(s) with copies of applicable port tariffs and current prices for frequently ordered services, and with any other information provided by other government agencies for distribution. The HSP shall be prepared to take additional ships' orders for supplies or services not placed in the ordering LOGREQ.

G. ORDERING SUPPLIES AND SERVICES AFTER RECEIPT OF A LOGREQ

1. After receipt of a LOGREQ, the HSP must first use Host Nation (HN) services and supplies that can be provided free of charge by the host nation. If services and supplies are not available free of charge from the host nation, they must be provided if within the scope of this contract. The Contracting Officer will be notified if there is a question regarding the scope of the contract. U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or, if the port-provided supplies and services are less expensive than similar services provided by the HSP or its subcontractors, or finally provide it themselves to include subcontractors. Where the reasonable cost of mobilization/demobilization for U.S. Government owned equipment exceeds the quoted price of the sub lot line item it is intended to replace, the HSP shall use the least cost alternative to meet the requirement. If, for any reason, an item that would otherwise be provided by the Government, host nation, or port authority is not available, that item shall be provided by the HSP at the price quoted in the **Exhibit A** pricing schedules.

2. Passing Requirements to other U.S. Government agencies or contractors: The HSP may be required to coordinate and pass orders on behalf of the ship, to include transmission via fax or e-mail, to other U.S. Government Supply Chain agencies or contractors holding U.S. Government contracts (e.g., Defense Supply Center Prime Vendor (DSCP) or DLA-Energy for various supplies and services required. Any disputes or discrepancies arising from the order will be resolved directly between the ordering officer and the other agency or Contractor(s).

3. Money Exchange Services: The HS Contractor shall arrange for authorized moneychangers to exchange U.S. dollars for ship personnel into local currency. Money Exchange services shall be made available onboard ship to crewmembers at least two hours daily with buy-back service on the day before the ship's departure. The moneychangers may include a commission of not more than plus or minus 1.5% difference from the Official Exchange Rate. A locally-available and verifiable currency exchange rate may be used as the Official Exchange Rate. Verification of the exchange rate shall be provided to the Ordering Activity at the time of service. The HS Contractor shall maintain adequate records justifying its basis for determining the Official Exchange Rate and shall make those records available to the U.S. Government upon request. This Official Exchange Rate will be used for financial conversions not covered by payments in U.S. dollars.

4. Laundry Services: The HS Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Laundry and dry cleaning services that are required by the ship from the laundry and dry cleaning vendor will be ordered from the vendor by the ship. Payment for services will be made by the ship to the vendor rather than through the HS Contractor. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure. The HS Contractor shall assist in resolving vendor billing discrepancies.

5. Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

6. Immigration, Customs and Visa: The HS Contractor shall assist ship personnel with immigration, customs and visa requirements into the country of the port visit.

7. Medical Emergencies: If requested, the HS Contractor may be required to make arrangements for emergency medical treatment of ship's crewmembers while the ship is in port. In cases where a member is airlifted into a port by the ship, the HS Contractor, in coordination with the U.S. Consulate/Embassy, will arrange for proper medical care until the member can be returned to the ship, or evacuated to the United States. If there are costs associated with arranging these services, the HS Contractor shall obtain approval from the SUPPO/Contracting Officer prior to providing the support.

8. The HS Contractor shall facilitate the ship's timely departure. The HS Contractor shall provide timely invoices of provided services and supplies to the Supply Officer at the time of the pre-sailing visit. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided. The HS Contractor shall remove all provided equipment.

9. The U.S. Government will not pay the HSP for any personal requests from individual crewmembers, whether military or civilian.

    a. Morale Welfare and Recreation (MWR) Services: The HSP may be required to assist the ship in booking MWR trips, tours, hotel accommodations, or other MWR type items

    b. If another U.S. Navy authorized Information, Ticket and Tours (ITT) contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If awarded, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

10. Pre-Departure Visit / Bill Payment: The HSP shall schedule a visit to the ship one day prior to its departure date in order to present invoices which can be validated, accepted and certified for payment. Written receipt for acceptance of all goods and services shall be obtained during this visit. The ordering activity shall provide a check for all **finalized** invoices prior to departure where the content of the invoice is not disputed. The HSP shall obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure. The HSP shall relay at that time any late information on pilot and tug schedule changes and any additional information applicable to the ship and its departure.

H. UNIQUE / PARTICULAR SITUATIONS

1. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within 3 days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back on Saturday, Sunday or Monday, it will be charged subsequent day fees. If the ship comes back Tuesday, it will be charged the first day rate).

2. If a ship comes into port and does not notify the HSP or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days as applicable.

3. The HSP is required to be able to simultaneously husband ten (10) separate ships throughout the Region, to include two (2) large ships in a single port simultaneously (e.g., two aircraft carriers).

4. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HSP shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office.

5. Short Notice Orders: If orders are issued less than 48 hours prior to the required time for the start of performance, the HSP shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

6. For LOT - 7, Mauritius only - If orders are issued with less than the required minimum order lead time of 10 days (specified in the Attachment 2 schedule for Mauritius) prior to the start of performance, the HS Contractor shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

I. CANCELLATION OF ORDERS

1. Unless otherwise provided herein, in the event an order, or any portion of an order, is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. If several deliveries are required to satisfy an order or portion of an order, i.e., garbage pick-up and disposal on each of five days, then the 48-hour notice period shall be computed from each of the required delivery dates. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled "Termination for the Government's Convenience (FAR 52.212-4)", of the clause entitled "CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS."

2. For LOT - 7, Mauritius only - Unless otherwise provided herein, in the event an order or portion of an order is cancelled prior to the required minimum order lead time of 10 days (specified in the Attachment 2 schedule for Mauritius) , the U.S. Government will not be liable for any charges. For any order, or portion of an order, not cancelled prior to the required minimum order lead time of 10 days (specified in the Exhibit A schedule for Mauritius) , the Ordering activity shall be responsible for any termination costs in accordance with paragraph (h) entitled "Terminal for the Government's Convenience" of the clause entitled "Contract Terms and Conditions – Commercial Items". Any disagreements shall be subject to the Disputes clause of the contract.

3. In rare cases, when ordering items requires long lead times, the Government may apply the Termination for the Government's Convenience clause as referenced above even though an order was cancelled prior to 48 hours before a required delivery.

4. In every case, the HS Contractor is responsible for taking all necessary steps to mitigate the U.S. Government's damages or termination costs. As part of its mitigation, the Government reasonably expects that the HS Contractor shall consider these cancellation rights as it enters into agreements with its subcontractors and suppliers.

Note: Although a supply or service may be described as part of the line item descriptions, the only items that are being acquired under the contract are the supplies and services that are listed on the price schedules for each lot.

J. LINE ITEM DESCRIPTIONS –

LINE ITEM XX01 - FIRST DAY/SUBSEQUENT DAY HUSBANDING SERVICES (ANCHORAGE AND PIERSIDE)

1. The HSP shall provide husbanding services to ships visiting the ports in the Region covered by this contract. Line Item XX01 requires that the HSP perform all services and provide all supplies necessary to fully comply with the tasks and responsibilities described at paragraphs A-H above unless a task or responsibility is specifically included in a separately-priced Line Item below. The HSP's responsibilities under these Line Items start prior to the arrival of the ship and continue after the ship's departure.

2. The husbanding fee is based on the First Day and Subsequent Day(s) of the ship visit. A husbanding fee may be provided to the HSP for services rendered prior to the ship's visit, i.e. assistance to the ship's logistics response team.

3. The HSP is responsible for providing and coordinating the FP services described in paragraphs 2-6 and 8-15 of the PWS description for Line Items XX13, xx14, and xx15 as part of their Husbanding Services under Lot Line Item XX01.

LINE ITEM XX02 - TRASH REMOVAL

1. Trash removal service is the collection and disposal of refuse (i.e., trash) including liquid, semi-liquid, or solid garbage. Refuse does not include explosives and incendiary waste, or waste contaminated by medical and radiological processes.

2. The HSP shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse.

3. For ships at pier side, the HSP shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulation, or barges alongside the ship. The HSP shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.

4. For ships at anchorage, the HSP shall remove trash at the times agreed to by the HSP and Supply Officer. For trash collection at anchorage, the trash barge shall be available 24 hours a day (when not contrary to law or port regulation) with suitable self-fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

5. For trash collection by barge, the HSP shall provide trash barges/scows (with tug service if barge is not self-propelled) for ships at anchorage. The barges shall be completely empty at time of arrival at the ship. In situations where an empty barge is not available, the HSP shall provide a system to measure the volume of trash deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of the trash. The HSP shall have ready access to sufficient barges and equipment to support multiple ships at anchorage simultaneously. The barge's crew shall be entirely responsible for the tending of lines and for barge's security. The movement of trash from the ship to the barge shall be performed with care by the ship's sailors.

6. In instances of bad weather or emergency where the ship must depart on short notice, the HSP shall remove barges within four hours of being directed to do so by the ship. Should a vessel with a trash barge alongside experience an emergency where the ship must depart, the SUPPO will advise the HSP at least four (4) hours in advance for the barge pick-up.

7. The HSP shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The HSP is also responsible to follow any environmental regulations required by each country. The HSP is required to keep all disposal certificates and shall make them available to the Contracting Officer upon request.

8. Refuse containers, when used and when emptied, shall be returned to their original position with the lids (if any) replaced thereon.

9. The HSP shall be paid based on the ACTUAL CUBIC METERS of trash removed.

10. Where trash is required to be segregated, the Ordering Activity shall be required to segregate the material at the time of disposal. The HSP shall be responsible for providing separate containers for each vessel, clearly marked with the required categories and for informing the Ordering Activity, upon arrival, that segregation is required. If the Ordering Activity does not segregate trash as required, the HSP shall inform the Ordering Activity and Logistic Support Representative (LSR) prior to departure and bill for the cost of trash segregation within 48 hours after the vessel's departure.

LINE ITEM XX03 – FLEET LANDING

1. When ordered by the ship, the HSP shall furnish services/supplies for the fleet landing area. The following is a list of the basic supplies and services that a ship may need.

2. FLEET LANDING. HSP shall provide the sub-line items specified in this Line Item and shall provide a unit price for each sub-line item. The unit price shall be per day for each item. Mobilization/demobilization charges shall be included in sub-line item price. Fleet Landing services include the following:

    a. PORTABLE TOILET UNIT SERVICES. The unit price shall be for a single commode and one (1) urinal. The daily rate shall include pumping and cleaning as many times as necessary to

ensure clean, sanitary condition and providing all chemicals, cleaning products and toilet paper. The HSP shall check toilet facilities at least every six (6) hours to ensure cleanliness.

b. PORTABLE ELECTRIC GENERATORS. The HSP shall provide a portable, gasoline powered, electric generator capable of supplying power to portable lighting and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). Generator shall be at least 5KW with circuit breaker protector. Daily rate includes fuel, oil, and necessary consumables to operate the generator, transportation, set-up, dismantling and labor.

c. Chairs (each per day)

d. Long tables - approximately 2 meters in length (each per day)

LINE ITEM XX04 – BROW SERVICES

1. BROWS

a. Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The HSP shall provide the brows specified in the schedule as ordered by the ship. A range of brow sizes is provided in each of the sub lot line items of lot line item XX04. All brows provided by port authorities, host nation, or US Government shall be billed at cost as port tariff items. Mobilization, demobilization, setup and placement shall be included in the proposed unit price of all XX04 sub lot line items.

b. Due to the height difference between the submarine deck and pier, the HSP provided submarine brow must afford personnel a smooth and safe transit when entering or exiting the submarine deck. The submarine brow must be capable of supporting shore power cables without damaging the cable.

2. MOBILE CRANE SERVICES

a. The HSP shall provide mobile crane services (shore crane) with operator(s). The HSP shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HSP shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each mobile crane ordered.

b. Crane services under this Line Item are for land cranes only.

3. FORKLIFT SERVICES

a. The HSP shall provide forklift services with operator(s). The HSP shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. Upon the Supply Officer's request, the HSP shall provide information concerning forklift/lifting capacity. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HSP shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered.

LINE ITEM XX05– SHIP MOVEMENT SERVICES (PILOTS, TUGS, LINEHANDLERS)

1. The HSP shall arrange pilots, tugs, and line handlers as ordered. The HSP shall coordinate with port authorities, as necessary, to ensure that the services are available at the times requested. It should be noted that the port authority or other authorized sources provide these services, and are, therefore, to be priced in accordance with current tariff rates.

2. The HSP shall provide tugs to bring ships to and from berthing locations. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

LINE ITEM XX06 - WATER FERRY/TAXI SERVICES

1. The HSP shall provide water taxis to transfer ship personnel to and from the ship and the fleet. At the commencement of service, the HSP is required to advise the ship of scheduled breaks and any changes to the taxi service schedule. The HSP shall provide water taxi service when the vessel is expected to be at anchorage for twenty-four (24) hours or more. Water taxi service shall be always available, with the exception of inclement weather, during the two (2) one-hour meal breaks and during refueling.

2. Taxi water service shall include a minimum of two (2) qualified operators (a driver and one other operator), any other helpers or crew members required by local authorities, all insurance, fuel, holiday surcharges, overtime, and other operating expenses. Operator qualifications are set forth in paragraph (14) below.

3. Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the ship. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection. The HSP shall be entitled to a six (6) hour minimum rental fee in cases where actual usage is less than six hours per day.

4. If the HSP cannot provide the size of water taxi ordered, the HSP shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event the ship will be charged for the size of the water taxi ordered. For example, if one (1) 250-pax water taxi is ordered and is not available, then two (2) 125-pax water taxis shall be provided for the rate of one (1) 250-pax water taxi, if acceptable to the Ordering Officer.

5. The HSP shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the port or the country in which the port is located. Apart from compliance with local laws and regulations, the HSP shall meet all additional requirements as set forth throughout the PWS. Water taxi shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, and fitted for service required. Further, water taxi shall be in a clean condition when presented for service and shall be free of debris.

6. Each water taxi shall be equipped with at least one clean and serviceable life jacket for each passenger and crewmember, and all jackets shall be stowed in a readily accessible place.

7. Except as otherwise specified herein, the service shall include all equipment needed to transport personnel between the vessel anchored in the outer harbor, or in the inner harbor, fleet landing, or any designated pier or berth within the port. If it becomes necessary to change the landing point of the water taxi (pier or berth) within the port, the HSP shall dock at the new landing point. In the event this occurs, it will be considered to be a “Change” to the contract.

8. All water taxis used by the HSP shall provide overhead covering.

9. Before the commencement of any services under this contract, the HSP shall make the water taxi available to the Ordering Vessel's Commanding Officer or designated representative for inspection.

10. The following information shall be conspicuously posted in each water taxi shall be in English and the language of the country in which the port is located:

    a. Current operator's/captain's license.
    b. Passenger/weight capacity limits notice.
    c. Location of life jackets and other life saving equipment.
    d. Location of all exits indicated in large letters.
    e. Emergency procedures.

11. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

12. The consumption of alcoholic beverages shall not be permitted aboard the water taxi.

13. Operator Qualifications: All personnel or employees of the HSP operating water taxis, shall have all certification required and issued by the law of the country in which the port is located for the operation of the type, class, or size of water taxi being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the water taxis are to be operated to ensure the water taxis are operated in a safe and seaworthy manner. At least one operator on each boat must speak English.

14. Security: During the term of this contract, the ship(s) to be serviced will provide adequate and sufficient security personnel for maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the ship's Commanding Officer or designated representative. When such naval personnel are embarked in a HSP-operated water taxi, he will be responsible for the good order and discipline of naval personnel.

15. In the event of a water taxi breakdown, immediately prior to, or during a trip, the HSP shall immediately provide a replacement water taxi that complies in all respects with this contract, at no additional cost to the U.S. Government. If a water taxi is not operable when required under this contract, the HSP shall immediately provide at no additional expense to the U.S. Government, a replacement water taxi which complies in all respects with this contract.

16. Any personal articles or items found on the water taxi after completion of each trip shall be turned over to the ship's Security Officer or his direct representative.

17. To verify a claim by the HSP for any damage or destruction caused by the U.S. Government, it shall be the responsibility of the HSP to ensure that the water taxi is jointly inspected before and after each trip by the HSP and an authorized representative of the U.S. Government.

18. When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

19. Inspection and acceptance criteria for water taxi services. The Commanding Officer or his designated representative of the ARMY/USS/USNS/USCG ship shall inspect and accept all liberty boats/water taxis prior to transporting any personnel. Each order for liberty boat/water taxi services is made on the basis that the request is to be considered a final order/obligation of the US Government only after each water taxi has been inspected and accepted by the ship's representative. The ship's Commanding Officer is solely

responsible for the safety of his crew and the subsequent acceptance of liberty boat/water taxi services. The following features or components may be inspected prior to acceptance. The following items must be functional and in safe operating condition:

a. HULL
   i. Watertight integrity of weather decks, bulkheads, watertight closures and interior hull structure.
   ii. Superstructure (including masts and stacks).
   iii. Railings, bulwarks and their attachment to hull, especially guardrails and lifelines.
   iv. Provisions for drainage of seawater from exposed decks.

b. MACHINERY
   i. Main propulsion and auxiliary machinery essential to operation of craft.
   ii. Sea and bulkhead closure valves.
   iii. Bilge suction strainers and dewatering systems bilge pumps to be tested by operation.
   iv. Bilges free of flammable liquids.

c. ELECTRICAL
   i. Cables.
   ii. Navigation, deck and emergency lighting.
   iii. Rotating electrical machinery, e.g., generators and motors.
   iv. Storage batteries.

d. LIFESAVING EQUIPMENT
   i. Life preservers sufficient number for maximum capacity of craft, accessible and in satisfactory condition.
   ii. Life raft(s) and hydrostatic release (where applicable) sufficient for maximum capacity.
   iii. First aid kits, life rings and distress lights.
   iv. Distress signaling devices.

e. FIRE FIGHTING EQUIPMENT
   i. Fire pump passes fire pump pressure test.
   ii. Portable fire extinguishers (eg. CO2 cylinders)

f. STEERING APPARATUS

g. MISC SYSTEMS AND EQUIPMENT
   i. Harbor charts.
   ii. Ground tackle and mooring lines.
   iii. Whistle/fog horn, bell.
   iv. Compass.
   v. Radar.
   vi. 2 way radio capable of bridge to bridge communications.
   vii. Current licenses.

20. The HSP shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for U.S. Government review and inspection.

LINE ITEM XX07 – GENERAL CHARTER & HIRE ITEMS

1. YOKOHAMA OR COMPARABLE TYPE FENDERS

a. The HSP shall furnish Yokohama or comparable type fenders for all classes of ships in accordance with the Schedule of Supplies and Services. Fenders provided shall be appropriate and safe for the class of ship and pier configuration. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee PER Yokohama or comparable type fender. All costs associated with installation, and removal of one fender, as well as round trip costs associated with transport of the fender from another port or storage location, if required, are to be included in the proposed line item price.

b. Rental is on a daily (24-hour) basis, per fender. The HSP shall be responsible for securing the fenders to the pier.

c. The HSP shall provide fenders with a minimum of two (2) mooring lines.

2. CAMELS, BREASTING, AND FENDERING BARGES

a. The camels shall be flat surface platforms to be placed alongside the pier and sufficiently capable of breasting the ship away from the pier or from other ships.

b. The HSP shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3. LANDING BARGES

a. The landing barges shall be flat surface barges for positioning at the stern or side of the vessel to serve as a loading/unloading platform for water taxi personnel or cargo; they shall not interfere with the operations of the ships' elevators or other equipment. Although landing barges are primarily used for class IV and V vessels, they may be ordered for use with any class vessel.
b. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

4. OILY WASTE REMOVAL (TRUCK AND BARGE)

a. Oily Waste is defined as any liquid petroleum product mixed with wastewater and/or oil in any amounts, which, if discharged overboard, would cause or show sheen on the water. The HSP shall dispose of any combination of oily waste and grey water as oily waste.

b. Oily Waste is measured by Cubic Meter (1CM = 264.2 Gallons). The HSP shall submit, as an attachment to the invoices for disposal services, a document verifying the quantity collected and the name of the disposal plant where the oily waste have been or will be disposed.

c. The HSP shall comply with the environmental requirements of each country where oily waste is disposed and shall be liable for any costs incurred as a result of the HSP's failure to comply with such requirements. The HSP shall keep all disposal certificates and shall make them available to the

Contracting Officer upon request. If the ship concurs with the volume, the ship will pay for the entire amount.

d. Oily Waste Removal involves the collection of Oil and Aggregate Water generated by the ships. The requiring vessel will pump this waste into HSP-provided tanks or barges. The HSP shall provide all equipment and facilities required to remove oily waste, including hoses and connections compatible with the ship being serviced. The HSP shall provide hoses of sufficient length from equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

e. In all cases when a ship orders oily waste disposal services, the HSP shall invoice and will be paid the for a minimum daily quantity of 60 CM for providing the disposal services, even if the oily waste quantity pumped and disposed that day is less than the 60 CM minimum quantity.

f. In the event the HSP subcontracts oily waste disposal, the HSP shall be liable for any costs incurred as a result of the disposal operator's failure to comply with local requirements.

g. The HSP shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed. The Government reserves the right to independently verify the volume of discharge using certified flow measuring devices. The Government reserves the right to request a written statement from the HSP describing the method of measurement used to determine the amount of Oily Waste removed from the vessel.

h. When removal is done via barge, the HSP shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. The HSP shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements.

5. INTERPRETER SERVICES

a. The HSP shall provide interpreter services when ordered. The interpreter shall be fluent in both spoken and written local language and English.

6. PRATIQUE

a. The HSP shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

7. STEVEDORE SERVICES

a. The HSP shall provide stevedores for general labor. Billing shall be at the hourly rate for worker.

8. PORT DUES

a. In some countries, the port authority or concessionaire charges port dues to the visiting ship. The port dues may be based on the length or based on the gross tonnage of the ship. Only 'FINAL' invoices will be accepted for payment.

LINE ITEM XX08 - COLLECTION, HOLDING, AND TRANSFER (CHT)

1. The HSP is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships throughout the area covered by this contract. The HSP shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The HSP shall be responsible for the supervision of the collection, transportation and disposal services to avoid any overflow of waste on the barge and at the pier. Services shall commence upon ship's arrival whether, at anchor or pierside. The HSP shall pre-position CHT barges, when necessary, in accordance with force protection or other requirements.

2. The HSP shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3. The HSP shall remove sewage from the ship in HSP-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

4. The HSP shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT. The Government reserves the right to use its own metering device to verify measurement of sewage discharge.

5. The HSP shall provide CHT hoses of sufficient length from HSP equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6. The HSP shall properly dispose of all sewage whether by pier-side or at anchorage.

7. The CHT service shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the HSP shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT.

8. The HSP shall submit, as an attachment to the invoices, a document (certified by the ship's personnel) that indicates the quantity collected and the name of the disposal plant where the CHT will be disposed. The Government reserves the right to independently verify the actual volume of CHT discharged using a certified flow measuring device provided by the HSP. The Government reserves the right to request a written statement from the HSP describing the method of measurement used to determine the amount of Oily Waste removed from the vessel.

9. The HSP shall follow any environmental regulations required by each country. If the ship concurs with the volume, the ship will pay for the entire amount.

10. The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the HSP's report in writing. The HSP is also responsible to keep all disposal certificates and shall make them available to Contracting Officer upon request.

11. When CHT removal is via barge, The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

In all cases when a ship orders CHT disposal services, the HSP shall invoice and will be paid the for a minimum daily quantity of CHT for providing the disposal services, even if the CHT quantity pumped and disposed that day is less than the 60 CM minimum quantity.

LINE ITEM XX09 - FRESH POTABLE WATER

1. Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

   a. Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See below:

1. Contaminant levels for inorganic chemicals (effective 1 January 1993)

CONTAMINANT	*MCLG (mg/L)* [1]	*MCL (mg/L)*	*AL (mg/L* [2]*)*
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0		.015 [4]
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
TOTAL NITRATE AND NITRITE (AS N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE :	4	4	

(1). Maximum contaminant level goal (MCLG). The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are nonenforceable health goals.

(2) Action level (AL). Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90th percentile" level is greater than 0.015 mg/L).

2. Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 - DICHLOROETHANE	0	0.005
1,1 - DICHLOROETHYLENE	0.007	0.007
PARA - DICHLOROBENZENE	0.075	0.075
1,1,1 - TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.6
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 - DICHLOROPROPANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES (TOTAL)	10	10

3. Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) effective 01 January 1993))

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3- CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S (AS DECACHLORBIPHENYL)	0	0.0005
ALDICARB	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10[(1)]

[(1)]. The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

4. Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites that are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Reference (d) contains sampling requirements for the Navy public water system.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Autoanalysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the multiple-Tube Fermentation (MTF) Technique, and the membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use is included in reference (1).

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, except where the State waives this requirement on a case-by-case basis.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the State may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before, unless the MCL has been violated and the system has notified the State (in which case the State may reduce or eliminate the requirement to take the remaining samples).

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms. Or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements that apply when a sample is fecal coliform-positive.

5. Turbidity The MCL for turbidity applies to both community water systems and noncommunity water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at State option).

b. Five turbidity units (maximum) average for 2 consecutive days.

c. These requirements apply to filtered systems until 29 JUNE 1993. The requirements apply to unfiltered systems that the State has determined, in writing, must install filtration until 29 June 1993 or until filtration is installed whichever is later. After the above dates, consult the latest edition of 40 CFR 141.

6. The MCL for Radiological Contaminants are:

Gross alpha particle activity including radium 226 but excluding radon and uranium . . . . . .15 pCi/L
Combined radium-226 and radium 228 . . .. .5 pCi/L
Tritium . . . . .20,000 pCi/L
Strontium-90. . . . . 8 pCi/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

7. Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

b. Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

a. These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at these websites: http://www.epa.gov/OGWDW and http://www.tdh.state.tx.us/bfds. The HSP shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

b. The HSP shall provide for the delivery of fresh potable water to the ships as ordered. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, CERTIFIED METERING DEVICES.

c. Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraphs (2)(a) and (2)(b) above. If the water source does not meet the requirements of potable water, the HSP shall be required to provide water from an alternate approved source at no increase in the contract price.

d. Potable water pierside shall be delivered by pipeline if available. If a vessel is at anchorage SUBLINE ITEM XX09AC applies.

2. The HSP shall be paid based on the ACTUAL METRIC TONS of potable water received on the ship. The Government reserves the right to require a written statement from the HSP describing the method of measurement used to determine the amount of potable water provided to the vessel.

LINE ITEM XX10 – SHIP UTILITY SERVICES

1. SHORE STEAM

a. The HSP shall provide shore steam to the ship. This sub lot line item is performance-based. Shore steam provided to the ship may be provided by any means (boiler or generator) so long as the pressure of steam delivered to the vessel is approximately 100 PSI (standard commercial pressure) and of acceptable quality for the vessel. Pricing for provision of shore steam shall be on a TBD basis and should include the boiler or generator, fuel for the generator, mobilization/demobilization, hoses, and adapters appropriate to the vessel type, and water (where required) for the generator or boiler. This item shall be billed on a daily basis.

2. OIL BOOMS

a. The HSP shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom. Billing for LINE ITEM XX10AA & XX10AB shall be per meter. For example, a 300-meter oil boom would be billed at 300 meters per day.

b. Oil Booms are intended to act as a precautionary measure in case of inadvertent leakage from equipment otherwise in sound operating equipment. Oil booms are also intended to mitigate the environmental damages that may otherwise result from inadvertent leakage. The HSP shall notify the Ordering Activity, upon receipt of a LOGREQ request, if deployment of an oil boom at the proposed mooring location is contrary to host nation or port authority regulation so that the order for the oil boom service can be cancelled. Cleanup and disposal of oil is a port authority function. If the HSP incurs charges for these services, they shall be billed as port tariff items on a reimbursable basis.

3. SHORE POWER (INCLUDES CABLES, CONNECTION, FUEL, AND OPERATORS) 450-480V, 60 HZ

a. The HSP shall provide shore power to the ship using a port-provided, permanent connection system or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels. The HSP shall provide all cables and make all power connections between the generator and ship. The availability of shore power shall be in accordance with the schedule established by the ship.

b. Sub Lot Line Items XX10AC through XX10AG are to be used only if/when shore power provided by port authorities is, for any reason, not available or inadequate.

LINE ITEM XX11 – LAND TRANSPORTATION (PERSONNEL) SERVICES (BUS SERVICE AND VEHICLE RENTAL SERVICE)

1. GENERAL REQUIREMENTS :

a. All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured. The HSP is responsible for delivering all cargo and personnel to the correct location on schedule.

b. If a Government official is designated to drive the vehicle, he or she is required to be at least 21years and meet all requirements for driving in the host nation. The HSP is responsible for passing the information required to register with the local rental company from the Ordering Activity.

c. The HSP shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government shall have the right to reject the vehicle for performance of services. The HSP shall ensure that each vehicle is jointly inspected before and after a trip by the HSP and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

d. If a vehicle is not operable when required under this contract, the HSP shall provide, at no additional expense to the U.S. Government, a replacement vehicle within three (3) hours that complies in all respects with this contract.

2. BUS SERVICE

a. The HSP shall provide air-conditioned bus services on an hourly rate basis and bill under LINE ITEM XX11AA and XX11AB. The hourly rate shall include one driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any additional driver, if required, shall be priced separately. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

b. The HSP shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition when presented for service and shall be free of debris.

c. In the event of a bus breakdown, the HSP shall provide within two hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

d. Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's Ordering Officer.

e. The HSP shall be responsible for ensuring that the HSP and an authorized representative of the U.S. Government jointly inspect before and after a trip each bus. The U.S. Government will not consider any claim for damage to a bus, which has not been inspected.

3. VEHICLE RENTAL SERVICE

a. Vehicle Specifications, Maintenance, and Malfunctions

(i) The HSP shall furnish "new" air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations.

Sedans or SUVs shall have a minimum capacity of four (4) passengers and 1600cc engine.

In the event a "new" vehicle is not available in certain countries, the HSP shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. Vehicles shall be priced on a daily rate. They shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full. The prices for vehicles rented are based upon an assumption that the vehicles will be returned with an empty tank of gas. There shall be no surcharge applied to the commercial price of the fuel. Vehicles can be returned with any amount of gasoline. Ships shall not be responsible for returning the vehicle with a full tank of fuel, and the HSP shall not be obligated to credit the ship for the remaining fuel.

(ii) The HSP shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and be responsible for all emergency repairs and services.

(iii) Should any vehicle break down while in the U.S. Government's possession, the HSP shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than three (3) hours later. The replacement shall take place either at the point of breakdown or at the HSP's

office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the HSP's expense. In addition, the HSP shall be liable for any U.S. Government incurred costs because of the breakdown; such as towing, repair costs, and related transportation expenses because the HSP was unreachable.

b. Substitution of Vehicles

(i) If the HSP does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the HSP shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group B car is ordered but unavailable, and if no other Group B vehicle is available, the HSP shall furnish a higher group vehicle at the price listed for the Group B vehicle originally ordered.
(ii) In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

c. General Description of Vehicle Types

(i) The vehicles shall meet the general description set out below:

Medium-size Sedan (Group “B”): 2 - 4 doors; 4 - 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Executive Sedan (Group “E”): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Passenger Van (Group “M”): 9-passenger capacity; air conditioning; minimum 2000cc engine.

Cargo Van (Group “X”): 12 Cubic Meter volume capacity, air conditioning; minimum 2000cc engine.

d. Insurance and Liability.

(i) The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below.

(ii) The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

(iii) The HSP and any Subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the HSP, its subcontractors, its agents, or employees.

(iv) The HSP shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The HSP shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

(v) Paragraph (iv) shall not be construed as limiting the HSP’s liability to the amounts of the required minimum insurance coverage specified therein.

e. Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. The HSP shall notify the Supply Officer of the infraction and amount cited.

f. Mileage and Deposit Charges. There are no mileage or deposit charges for the vehicles rented under this contract.

g. Time Periods of Rental. Rental time shall begin once U.S. Government employees have taken possession of the vehicle. The daily rate is defined as 24 consecutive hours. If the vehicle is rented with a driver, and if a driver is required during the entire period of rental, no individual driver shall be required to drive more than 8 hours straight. Drivers must not have been driving within the previous 8 hours.

h. Executive Sedan with Driver (Group "Y"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan. This group requires an executive sedan and shall be provided with a driver. Drivers must be familiar with local area, and must speak English. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. No individual driver shall be required to drive more than 8 hours. Drivers must not have been driving within the previous 8 hours. The HSP shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations by the provided driver. The U.S. Government will reimburse the HSP for additional costs in two cases: for highway tolls, and for the driver's overnight accommodation up to $120.00 or equivalent local currency, when required by U.S. Government business such as travel to another city, and upon presentation of an original invoice.

LINE ITEM XX12 - TELEPHONE SERVICES AND COMMUNICATIONS EQUIPMENT

1. Cellular Telephone Services (LINE ITEM XX12AC): Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under LINE ITEM XX12AC. The HSP shall have readily available a minimum of 10 cellular telephones at a given time. Each mobile phone provided shall include an operating manual/instruction with published rates for usage.

2. Landlines (LINE ITEM XX12AA): Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Installation charges shall be inclusive of all costs for installation and removal of landlines. Usage charges and port tariff fees associated with landline connections (LINE ITEM XX12AB) will be the actual charges computed in accordance with the local or national tariff.

3. The HSP shall provide pre-paid International Calling Cards for official use (LINE ITEM XX12AE).

LINE ITEM XX13, XX14, XX15 - FORCE PROTECTION BARRIERS, PERSONNEL, AND SUPPLIES

1. Only the ship’s Commanding Officer, the ship’s Supply Officer, or the FISC Yokosuka Contracting Officer is authorized to order Force Protection (FP) services under this contract. If any other activity or individual attempts to order FP services (e.g., NCIS, DAO, etc), the Husbanding Service (HSP) Contractor is required to immediately inform the ship and receive a proper order prior to beginning performance of these services.

2. The HSP is responsible for providing and coordinating the FP services described in paragraphs 2-6 and 8-15 as part of their Husbanding Services under Lot Line Item XX01. The HSP shall develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HSP must coordinate all aspects of FP planning and services with Port Authorities, host

nation agencies, and U.S. Embassy security staff. If the host nation is supplying FP assets the HSP must verify they are available and are scheduled to show up on time.

3. The HSP will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer. The HSP shall not add any requirements without prior approval.

4. The HSP is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Yokosuka Contracting Officer. The HSP must explain what the added FP service will include and why it has been requested. The FISC Yokosuka Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HSP will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

5. FP is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, having the objective of improving security to personnel and ships while in port. FP services or supplies may be provided by the host nation at no cost or may be billed at the public tariff rate. The HSP is required to verify what services will be provided by the host nation. For the services that cannot be provided by the host nation, the HSP is required to arrange these services by obtaining them from commercial sources at the prices indicated in the pricing schedule.

6. The HSP shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HSP's written policy shall describe the required measures to protect ship schedule information.

7. The HSP shall provide as many services identified below as ordered by the ship or FISC Yokosuka Contracting Officer. These services do not include other related services not listed, but may be required and separately ordered to attain a higher level of security in a port.

8. Personnel providing force protection services must be responsive to instructions from the ship. This does not authorize force protection personnel to violate any local regulations, any Port Authority ordinances, or local decrees. The equipment and material used for the force protection services will be inspected by the ship's force to ascertain that they meet force protection requirements.

9. Access Points: The HSP shall establish a single entry and exit point to the pier area.

10. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

11. Personnel Identification: The HSP shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

12. Background Checks: The HSP shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations. The HSP shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers. The HSP shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The HSP shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing. In addition, the HSP will be required to provide vetting services for third party contractors such as DLA-Engery contractors.

13. Access Lists: The HSP shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

14. Inspections: The HSP shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

15. Stand-Off Distances:

    a. Objects: To the maximum extent practicable the HSP shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

    b. Unloading Zones: To the maximum extent practicable the HSP shall establish unloading zones at least 400 feet (125 meters) away from the ship.

    c. Warning Signs: The HSP shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

        i. Sign Specifications:
            1. Language: Must be in the local language(s) as well as English.
            2. Wording: Must state "Restricted Area, Do Not Enter"
            3. Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
            4. Color: Yellow or white with black lettering
            5. Visibility: Must be highly visible from a distance of 400 feet (125 meters)
            6. Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

16. The unit price for force protection services shall include all costs associated with providing transportation, mobilization/installation and demobilization/de-installation, or arranging the requested services below unless the transportation, mobilization/installation and demobilization/de-installation is identified as a separate Lot Line item number. The HSP's invoice shall set forth the unit of issue identified for each service, total quantity ordered for each service, unit price, and the total price.

17. The force protection services that the ships may order if included on the contract schedules are:

    (a) Jersey-type security barriers and CONEX box barriers capable of stopping a vehicle (automobile). (Price per meter per day)
        (i) Concrete barriers
        (ii) Water filled barriers (completely filled with water). Price must include water.
        (iii) CONEX box barriers.

    Mobilization, installation and demobilization will be billed under a separate contract line item number.

    (b) Unarmed security guard to control vehicle and personnel access to pier. (Price per guard per hour)

Must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival.

(c) Floating Line of Demarcation (LOD) at pierside, equipped with anchors and lighting (for night visibility). (Price per meter per day) The floating LOD must be anchored at least 30 meters from ship. Oil booms are acceptable. Mobilization, installation and demobilization will be billed under a separate contract line item number.

(d) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities. Continuous coverage is required for the period of performance ordered by the ship or by the Contracting Officer. (Price per patrol craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(e) Unarmed and manned motorized patrol craft, approximately 5-10 meters in length, with own radio to communicate with ship and local authorities, to escort ship from pilot pickup point to mooring location. (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(f) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities, on call (available within 15 minutes). (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(g) Tire-shredding strips, equipped with metal spikes, to be placed across the entry to pier access. (Price per one strip per day) Must be capable of disabling a vehicle, which drives over the strips in the wrong direction. Strips must be at least one meter in length.

(h) Metal pedestrian-control fences. (Price per 2x2 meters fence per day) Must be at least two (2) meters high, two (2) meters wide, and sturdy enough to withstand wind and other inclement weather.

(i) Signs in host nation language. Signs shall be at least one (1) meter long and a half (1/2) meter wide, with lettering at least 10 cm high. (Price per sign per day). Each sign is to read: "Controlled area. Unauthorized entry prohibited." Signs shall be legible, on a sturdy material that will not fade, run, or be ruined due to inclement weather (plastic material preferable). Signs shall also be written in fluorescent paint/material or be lighted, so they can be seen at night. Signs shall have some type of securing means on them, such as a hole punched in each corner, to use wire to secure sign to fence.

(j) Portable fluorescent lighting capable of illuminating 300 meters by 100-meter area. The HS Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port’s installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting. (Price per portable unit per day)

(k) Weather resistant guard shacks, capable of holding at least two persons. Guard shack shall be enclosed, and shall have, at a minimum, one door and one window. Please indicate guard shack measurements. (Price per unit per day).

(l) Hand held metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition (Price per unit per day)

(m) Walk-through metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(n) Trained metal detector operators. (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(o) Hand held explosives detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day).

(p) Walk-through explosive detector, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(q) Trained explosives detector operators, (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(r) X-ray baggage scanning machines, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(s) Trained X-ray baggage scanning operators (Price per hour per operator). Operators shall search host national baggage. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(t) Explosives disposal-trained diving services capable of inspecting pier before ship arrival. Must have obtained all applicable licenses and/or certifications from host nation prior to diving. (Price per hour)

(u) Battery operated bullhorns, new batteries included. (Price per unit per day)

(v) Sturdy tables with dimensions of at least two (2) meters long and one (1) meter wide, with four folding chairs. (Price per unit per day)

(w) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and open on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(x) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and closed on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(y) 800 MHz radios. Must be in excellent condition, and battery operated, with batteries included. (Price per unit per day)

Note: If the FP services required in support of the port visit are not included as pre-priced items in the contract schedules, paragraph D.5. of the PWS applies.

LINE ITEM XX16 - PORT HANDLING COSTS

1. PAINT FLOAT

a. The paint float shall be no less than 5M in length but, in all cases, large enough to provide a safe and stable working platform for the occupants. Scaffolding may be of any height less than 3.5M from the deck, so as to provide a working platform at least 4M from the waterline. The paint float shall be equipped with suitable self-fendering to prevent damage to the ship. The price of these fenders shall be included in the quoted price of the paint float. If sea state, weather, or other conditions, to include but not limited to the

configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. Rails shall be no less than 1M from the working platform. The working platform shall be equipped with anchor points for harnessing. The Ordering Activity shall be responsible for providing safety harnesses, for obtaining permission from local authorities prior to all work on the paint float, and for cleanup/disposal of all hazardous material generated or released outside the paint float. The HSP shall notify the Ordering Activity of local regulatory requirements concerning paint floats, assist the Ordering Activity in submitting requests and passing required documentation to the local authority where permission is required to work on the paint float, and arrange for required cleaning of the paint float upon return. The ordering activity is responsible for securing the paint float from the time custody has been transferred to them until returned to the HSP or the ship departs, whichever is earlier.

2. MATERIAL HANDLING (UP TO 150 LBS)

a. The HSP shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

b. The HSP shall use counter-to-counter delivery and charge by each Bill of Lading. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

c. Shipping documents shall be labeled "SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HSP.

d. The HSP shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel. The HSP shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

e. The HSP shall receive the package from the ship and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

f. The HSP shall deliver the package to the ship the day of arrival in port or the following morning. The HSP shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

g. The HSP shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HSP shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

3. MANLIFT (WITHOUT OPERATOR)

a. The HSP shall provide a manlift (without operator) and a full fuel tank. The HSP shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning. The HSP shall conduct training on safety and operating procedures for ship personnel. The HSP shall maintain documentation of ship personnel acknowledgement of the training.

LINE ITEM XX17 - COST REPORTING

LINE ITEM XX17AA - LogSSR Reporting

Upon award, the HSP shall utilize the LogSSR to submit all reports and documentation related to the husbanding

order. LogSSR can be accessed through the NAVSUP One Supply website at https://www.navsup.navy.mil/onesupply, redirected through www.navsup.navy.mil/logssr or directly at the official website of https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(1) LogSSR access and input.

(a) At the start of the contract period of performance, the HSP shall begin to enter the final itemized port cost information for every order under this contract directly into the LogSSR database (Actual Cost Report) and email all corresponding documentation (LOGREQ, Initial Cost Estimate Report, validation of submission of cost estimate, final invoices, and supporting documentation required by the contract). External Certification Authority Public Key Infrastructure (ECA PKI) is not required for entry, but no access to the HSP's information is accessible unless obtaining an ECA PKI.

(2) LogSSR functionality.

(a) This system is designed to gather all reports and documentation related to ALL ordering activity e.g. a ship's visit, beginning with the Initial Cost Estimate (referred to in this solicitation as the 'pre-arrival cost estimate') to the Actual Cost Report. All supporting documentation will be submitted by email to navsup_hq_logssr@navy.mil in PDF format (Adobe Acrobat) when the port visit information is entered into LogSSR. Although the pre-arrival cost estimate is a separate reporting requirement, a copy of this report shall also be submitted as part of the Actual Cost Report documentation described in paragraph (b) below. The Documentation is discussed below:

(b) Actual Cost Report:

(1) The HSP shall create the Actual Cost Report in the LogSSR website directly, **within seven (7) calendar days from completion of the ship's visit**. The HSP shall also send a copy of the order (i.e. SF 1155 or 1449), a copy of any Initial Cost Estimates, a copy of the LOGREQ, and all HSP and any sub-contractor invoices and supporting documentation required by the contract as PDF files to the LogSSR email address of **navsup_hq_logssr@navy.mil** and to the email address specified at the time of contract award for each region concurrent with the creation of the Actual Cost Report in LogSSR. The HSP shall identify the line items as actual or estimated. This option is for those line items where the HSP has not received the actual invoice before the ship leaves port, i.e. telephone bills. The HSP shall include ALL port costs paid by each ship for which the HSP provides husbanding services. Email submissions should be limited to no more than 10 MB per email (multiple emails authorized if needed) and reference the port visit identification number in the subject line (received when a port visit is submitted).

(2) For ships or ordering activities that do not have disbursement capabilities, the HSP shall send the signed DD Form 1155, invoices and the additional documents required clearly indicating that a payment is pending to email address husbanding@fe.navy.mil and to the LogSSR email address of **navsup_hq_logssr@navy.mil.**

(3) Any changes to an Actual Cost Report (i.e. finalize the charges made on an estimated amount) shall be forwarded by e-mail to and to the email address husbanding@fe.navy.mil and to **navsup_hq_logssr@navy.mil** email account as PDF file within seven (7) calendar days of the change. The email must contain a summary of the changes. The FISC contracting office will update changes to the LogSSR.

(4) The Actual Cost Report and supporting documentation will be visible in the LogSSR website by the government personnel with validation authority. Final reports of an HSP representative can be accessed through the website only by obtaining an ECA PKI that will provide access only to the HSP's submitted information.

NOTE: Before submission of reports or any other data to the FISC Contracting Office via electronic transmission or any other data media, the HSP shall scan all documents with current anti-virus software to ensure computer virus

free transmission. The LogSSR server scans all reports for computer viruses before inclusion in the databases. Any reports received containing computer viruses will be immediately deleted and not necessarily returned to the HSP.

NOTES:

1. "All data obtained by the Government through the use of LOGSRR during the course of the contract is for the Government's use and shall be treated as 'limited rights' as described in DFAR 252.227-7013(13) after the contract expires".

2. Failure to provide required reports in a timely manner as outlined in the PWS will result in penalties as outlined in the Quality Assurance Surveillance Plan (QASP).

Line Item XX18 - PORT TARIFFS NOT OTHERWISE SPECIFIED

Line item XX18AE – Port Tariff Items

1. Port tariffs (PT) billable under XX18 include all PT items for which a specific sub-line item is not specified in the Exhibit A.

2. The HS Contractor shall also provide all original documents with any invoices for port tariff items which have been provided to the ship for certification by the ship's Supply Officer prior to departure. Invoices for port tariff items not available prior to the ship's departure shall be presented for payment in accordance with OC-1.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00003	07-Apr-2011	N4034511RCSG0030	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0009
	X	10B. DATED (SEE ITEM 13) 31-Jan-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssnk011113449

1. The purpose of this modification is to incorporate SUBGROUP 7 authorized ordering officers under this contract.
2. See PWS, A. DESCRIPTION OF CONTRACTUAL SCOPE, Para 3 highligted in yellow.
3. As a result of this change there is no change in the contract amount.
4. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY (b)(6), (b)(7)(C) (Signature of Contracting Officer)	11-Apr-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:
PERFORMANCE WORK STATEMENT

Offeror Representative Information:

Name of Individual:	Leonard G. Francis
Title of Individual:	Executive Group Chairman/President
Mailing Address:	15D Pandan Road Singapore 609266
Tel No:	(65)6268-5300
Fax No:	(65) 6268-6689
E-mail address:	Leonard@glennmarinegroup.com

A. DESCRIPTION OF CONTRACTUAL SCOPE

1. The geographic scope and region covered by this contract includes the following ports:

   Lot 1 – Chittagong, Bangladesh
   Lot 2 – Chennai, India
   Lot 3 – GOA, India
   Lot 4 – Mumbai, India
   Lot 5 – Male and Gan Atoll, Maldives
   Lot 6 – Trincomalee, Sri Lanka
   Lot 7 – Port Louis, Mauritius
   Lot 8 – Colombo, Sri Lanka
   Lot 9 – Port Blair, India
   Lot 10 – Cochin, India

2. This contract is a Firm-Fixed-Price Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract for the provision of maritime husbanding support. It is not for husbanding agency. The holder of this contract is a U.S. Navy contractor or Husbanding Service Provider (HSP). The holder of this contract is not an agent of the U.S. Navy and does not have the authority to bind the U.S. Navy. Maritime Husbanding Support is defined as: Providing supplies and services as defined in the Performance Work Statement of the contract in support of U.S. Vessels within a port area.

   a. This support is provided by a Husbanding Services provider from a standard list of services under contract.
   b. For items not supported by existing supply chains: e.g. fuel, subsistence, etc.

3. Users authorized to use this contract are United States Navy Commands, United States Marine Corps (USMC), Military Sealift Command (MSC), and the United States Coast Guard (USCG). Other users

including the United States Army (USA) shall require specific authorization from the Contracting Officer to use this contract or have a Contracting Officer's Representative designated. SUBGROUP SEVEN only authorized Ordering Officers can placed orders against this contract.

4. This contract is for a period of twelve (12) months and also includes FAR52.217-8 OPTION TO EXTEND SERVICES clause. If the six (6) month extension of performance of services is exercised under FAR 52.217-8, the maximum duration of this contract is 18 months.

5. The HSP shall assure that supplies and services arranged on behalf of the authorized ordering officer conform to the general requirements of the contract in accordance with this PWS. The HSP shall assist the SUPPO or authorized ordering officer with resolving any problems in meeting the requirements.

6. Minimum guarantee for this contract is US$20,000.00 and the maximum value (maximum quantity) of this contract is US$4,000,000.00.

B. QUALITY

1. The HSP shall provide goods and services at requested delivery times at fair and reasonable prices to ships and other authorized users making port visits, provide continuous oversight of costs and performance throughout the area covered by this contract, and make meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. This contract and PWS do not specify how the HSP is to perform, but instead provide measurable performance standards, which are established in the Quality Assurance Surveillance Plan (QASP) to monitor contract performance during each ship's visit.

2. The percentile goals in the QASP are fixed for each factor. The failure of the HSP to meet the percentile goal for any factor will be investigated and evaluated by the Contracting Officer. The HSP will be given the opportunity to refute an adverse assessment prior to finalizing the metric for a quarter.

C. PRICING – SEE EXHIBIT A

1. The services described in this PWS are performance based. All prices as a result of this contract are firm-fixed prices. With the exception of Port Tariffs, pricing for all supplies/services shall, include at a minimum, all necessary equipment, licensed operators, all liability insurance as required by local laws, holiday and overtime costs, customs clearances, mobilization, demobilization, removal, disposal, pre-positioning, staging, vetting of operations, fuel and operating expenses associated with performing the entire cycle to deliver and dispense with the logistic services described in this contract. In layman terms, all services are 'all inclusive' of all pricing variables and contingencies unless specifically stated otherwise in the pricing. These Fixed Prices shall also include performance at night, overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, other inclement weather, or service to tankers and ships carrying explosives. These requirements do not include performance during typhoons except where ships are required to depart in advance of typhoons as part of a typhoon evasion plan. Performance is not required during periods when operations have been suspended by host nation port authorities. The HS Contractor will not be liable for performance delays and will be entitled to payment for services (at the rate quoted in the Attachment 2 schedule for that line item) provided during periods where operations have been suspended by host nation port authorities. The HSP shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the U.S. Government.

2. Fees for Husbanding Services cover regular and overtime labor of contractor personnel supporting the ships plus indirect expenses, including all management, overhead and office expenses as well as profit.

3. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and/or labor is along-side the vessel and capable of operations. For the purposes of this contract, one (1) day is equal to 24 hours and begins with the performance of service. For example, service from 1800 until 1800 the next calendar day is equal to one (1) day of service. In cases where the billing unit is 'day' and a full day of service is not used by the Ordering Activity, the HSP shall be entitled to bill for one day of service. For example, if a sub lot line item with a billing unit of day were ordered and used for 30 hours, the HSP would be entitled to bill for two days of service. In cases where the ship does not arrive at the time specified in the ordering LOGREQ and services are made available based upon the time requested in the ordering LOGREQ, billing for services may commence at the time requested by the Government unless notice of cancellation is provided by the Ordering Activity or the organization authorized to pass this information on behalf of the Ordering Activity.

4. When the HSP obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list, then the HSP shall be reimbursed for the published price of the item. The HSP shall not be paid an amount in addition to the published price of the item. A copy of the published price list shall be provided to the Ordering Officer or Contracting Officer, if requested.

5. Repositioning is defined as: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions. Where a ship is at anchorage and the Ordering Activity requests repositioning of equipment, the HSP may be entitled to additional fees for repositioning to be determined by use of:

    a. Prior agreement of the Ordering Officer in cases where the total repositioning costs do not exceed $3,000
    b. Prior agreement of the Contracting Officer in cases where the total repositioning costs exceed $3,000.

6. Port Tariffs: The HSP will be fully reimbursed for Port Tariff items. Port Tariffs will apply to those services which are based on Port Tariff rates established and controlled by Port Authorities. English translated copies of the Port Tariffs must be submitted to the Supply Officer of the ship entering a specific Port.

7. Purchase Card Surcharge: The U.S. Government reserves the right to make payment by purchase card. All purchase card surcharges will be identified as a separate entry on each invoice. Surcharges are not authorized for priced items as the fixed price must include the use of the purchase card.

D. SHIPS'S LOGISTIC REQUIREMENTS (LOGREQ)

1. U.S. Navy ships and other activities authorized to pass LOGREQ requirements on behalf of Ordering Officers will provide, via e-mail, a copy of the unclassified "logistics requirements" (LOGREQ) message directly to the HSP. This LOGREQ may include logistical requirements that are pre-priced under the contract and logistical requirements that are pre-priced under the contract. The LOGREQ is an order for logisitical requirements that are pre-priced under the contract. The HSP shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning price performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Operations Officers, and FISC.

2. After receipt of a LOGREQ the HSP shall make such arrangements for pre-priced items as necessary with port authorities, other U.S. Government Contractors, and other commercial firms to provide supplies and services requested. The HSP shall confirm receipt of the ordering LOGREQ (to the activity who provides the LOGREQ to the HSP) within 24 hours. Confirmation of receipt shall be made by email to the activity passing the LOGREQ.

3. The HSP shall furnish to the ordering activity and FISC Yokosuka Contracting Officer a pre-arrival cost estimate in response to the receipt of a LOGREQ. This estimate will be prepared using the **Exhibit A** spreadsheet format, and will include estimated prices for items submitted on the LOGREQ pre-priced in the contract. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff." This estimate shall be provided to the ordering officer and FISC Yokosuka Contracting Officer via email within (48) hours of receipt of the LOGREQ. This report shall also include cost saving or avoidance recommendations and will explain any anticipated "additional" costs. A LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

4. Ships will not provide force protection requirements in an unclassified LOGREQ message. The activity to which this message is addressed will contact the HSP and pass the ship's force protection requirements for action. The HSP shall confirm with the ship that these force protection requirements received have been actually ordered by the ship prior to beginning performance. The ship's Supply Officer (SUPPO) or Commanding Officer may also request additional force protection requirements not covered by the force protection LOGREQ by email, telephone, or personally upon the ship's arrival. The HSP shall coordinate with the SUPPO before providing any additional force protection. If any other activity or individual orders force protection services (i.e. NCIS, etc) not covered in the ship's force protection LOGREQ provided to the HSP, the HSP is required to immediately inform the ship and receive confirmation prior to beginning performance of these services. Organizations such as NCIS and DAO are not authorized Ordering Officers under this contract unless specific authorization is given by the Contracting Officer, therefore, they have no contractual authority to place orders. Any services provided in this contract ordered by an entity otherwise described in this contract shall be provided at the HSP's own risk and shall result in no additional cost to the government.

5. If a ship requires supplies and services during the course of a port visit that are not included on the schedule of supplies and services at Exhibit A as pre-priced, (PT(port tariff), TBD, or NSP (not separately priced), the supplies and services will be acquired separately from the contract.

E. ADVANCE LOGISTICS RESPONSE TEAM

1. In the event that a Logistics Response Team for a ship arrives in port prior to a ship's arrival, the HSP will assist the logistics response team by providing logistical support and coordinating all requirements.

2. When the HSP provides support for a Logistics Response Team so that it can perform its mission, the HSP shall bill at the "Subsequent Days" daily rate for husbanding services for each day of support provided "in person" to the logistics response team.

F. INITIAL BOARDING

1. The HSP shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival. All HSP personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port. All correspondence shall be in English. The HSP is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered. Upon initial boarding the HSP shall provide all emergency telephone numbers, i.e. police, hospitals, firefighters, shipboard generated industrial waste (SGIW) disposal and hazardous material (HAZMAT) and oil spill response. The HSP shall visit the ship at least once per day and shall be available on call at all times (24 hours per day, seven days per week) to assist the ship with requirements and to resolve problems.

2. The HSP shall brief the ordering officer(s) about ordered services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HSP shall provide its POC information with 24-hour contact phone numbers.

3. The HSP shall provide the ordering officer(s) with copies of applicable port tariffs and current prices for frequently ordered services, and with any other information provided by other government agencies for distribution. The HSP shall be prepared to take additional ships' orders for supplies or services not placed in the ordering LOGREQ.

G. ORDERING SUPPLIES AND SERVICES AFTER RECEIPT OF A LOGREQ

1. After receipt of a LOGREQ, the HSP must first use Host Nation (HN) services and supplies that can be provided free of charge by the host nation. If services and supplies are not available free of charge from the host nation, they must be provided if within the scope of this contract. The Contracting Officer will be notified if there is a question regarding the scope of the contract. U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or, if the port-provided supplies and services are less expensive than similar services provided by the HSP or its subcontractors, or finally provide it themselves to include subcontractors. Where the reasonable cost of mobilization/demobilization for U.S. Government owned equipment exceeds the quoted price of the sub lot line item it is intended to replace, the HSP shall use the least cost alternative to meet the requirement. If, for any reason, an item that would otherwise be provided by the Government, host nation, or port authority is not available, that item shall be provided by the HSP at the price quoted in the **Exhibit A** pricing schedules.

2. Passing Requirements to other U.S. Government agencies or contractors: The HSP may be required to coordinate and pass orders on behalf of the ship, to include transmission via fax or e-mail, to other U.S. Government Supply Chain agencies or contractors holding U.S. Government contracts (e.g., Defense Supply Center Prime Vendor (DSCP) or DLA-Energy for various supplies and services required. Any disputes or discrepancies arising from the order will be resolved directly between the ordering officer and the other agency or Contractor(s).

3. Money Exchange Services: The HS Contractor shall arrange for authorized moneychangers to exchange U.S. dollars for ship personnel into local currency. Money Exchange services shall be made available onboard ship to crewmembers at least two hours daily with buy-back service on the day before the ship's departure. The moneychangers may include a commission of not more than plus or minus 1.5% difference from the Official Exchange Rate. A locally-available and verifiable currency exchange rate may be used as the Official Exchange Rate. Verification of the exchange rate shall be provided to the Ordering Activity at the time of service. The HS Contractor shall maintain adequate records justifying its basis for determining the Official Exchange Rate and shall make those records available to the U.S. Government upon request. This Official Exchange Rate will be used for financial conversions not covered by payments in U.S. dollars.

4. Laundry Services: The HS Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Laundry and dry cleaning services that are required by the ship from the laundry and dry cleaning vendor will be ordered from the vendor by the ship. Payment for services will be made by the ship to the vendor rather than through the HS Contractor. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure. The HS Contractor shall assist in resolving vendor billing discrepancies.

5. Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

6. Immigration, Customs and Visa: The HS Contractor shall assist ship personnel with immigration, customs and visa requirements into the country of the port visit.

7. Medical Emergencies: If requested, the HS Contractor may be required to make arrangements for emergency medical treatment of ship's crewmembers while the ship is in port. In cases where a member is airlifted into a port by the ship, the HS Contractor, in coordination with the U.S. Consulate/Embassy, will arrange for proper medical care until the member can be returned to the ship, or evacuated to the United States. If there are costs associated with arranging these services, the HS Contractor shall obtain approval from the SUPPO/Contracting Officer prior to providing the support.

8. The HS Contractor shall facilitate the ship's timely departure. The HS Contractor shall provide timely invoices of provided services and supplies to the Supply Officer at the time of the pre-sailing visit. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided. The HS Contractor shall remove all provided equipment.

9. The U.S. Government will not pay the HSP for any personal requests from individual crewmembers, whether military or civilian.

    a. Morale Welfare and Recreation (MWR) Services: The HSP may be required to assist the ship in booking MWR trips, tours, hotel accommodations, or other MWR type items

    b. If another U.S. Navy authorized Information, Ticket and Tours (ITT) contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If awarded, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

10. Pre-Departure Visit / Bill Payment: The HSP shall schedule a visit to the ship one day prior to its departure date in order to present invoices which can be validated, accepted and certified for payment. Written receipt for acceptance of all goods and services shall be obtained during this visit. The ordering activity shall provide a check for all **finalized** invoices prior to departure where the content of the invoice is not disputed. The HSP shall obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure. The HSP shall relay at that time any late information on pilot and tug schedule changes and any additional information applicable to the ship and its departure.

H. UNIQUE / PARTICULAR SITUATIONS

1. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within 3 days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back on Saturday, Sunday or Monday, it will be charged subsequent day fees. If the ship comes back Tuesday, it will be charged the first day rate).

2. If a ship comes into port and does not notify the HSP or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days as applicable.

3. The HSP is required to be able to simultaneously husband ten (10) separate ships throughout the Region, to include two (2) large ships in a single port simultaneously (e.g., two aircraft carriers).

4. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HSP shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office.

5. Short Notice Orders: If orders are issued less than 48 hours prior to the required time for the start of performance, the HSP shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

6. For LOT - 7, Mauritius only - If orders are issued with less than the required minimum order lead time of 10 days (specified in the Attachment 2 schedule for Mauritius) prior to the start of performance, the HS Contractor shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

I. CANCELLATION OF ORDERS

1. Unless otherwise provided herein, in the event an order, or any portion of an order, is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. If several deliveries are required to satisfy an order or portion of an order, i.e., garbage pick-up and disposal on each of five days, then the 48-hour notice period shall be computed from each of the required delivery dates. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled "Termination for the Government's Convenience (FAR 52.212-4)", of the clause entitled "CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS."

2. For LOT - 7, Mauritius only - Unless otherwise provided herein, in the event an order or portion of an order is cancelled prior to the required minimum order lead time of 10 days (specified in the Attachment 2 schedule for Mauritius) , the U.S. Government will not be liable for any charges. For any order, or portion of an order, not cancelled prior to the required minimum order lead time of 10 days (specified in the Exhibit A schedule for Mauritius) , the Ordering activity shall be responsible for any termination costs in accordance with paragraph (h) entitled "Terminal for the Government's Convenience" of the clause entitled "Contract Terms and Conditions – Commercial Items". Any disagreements shall be subject to the Disputes clause of the contract.

3. In rare cases, when ordering items requires long lead times, the Government may apply the Termination for the Government's Convenience clause as referenced above even though an order was cancelled prior to 48 hours before a required delivery.

4. In every case, the HS Contractor is responsible for taking all necessary steps to mitigate the U.S. Government's damages or termination costs. As part of its mitigation, the Government reasonably expects that the HS Contractor shall consider these cancellation rights as it enters into agreements with its subcontractors and suppliers.

Note: Although a supply or service may be described as part of the line item descriptions, the only items that are being acquired under the contract are the supplies and services that are listed on the price schedules for each lot.

J. LINE ITEM DESCRIPTIONS –

LINE ITEM XX01 - FIRST DAY/SUBSEQUENT DAY HUSBANDING SERVICES (ANCHORAGE AND PIERSIDE)

1. The HSP shall provide husbanding services to ships visiting the ports in the Region covered by this contract. Line Item XX01 requires that the HSP perform all services and provide all supplies necessary to fully comply with the tasks and responsibilities described at paragraphs A-H above unless a task or

responsibility is specifically included in a separately-priced Line Item below. The HSP's responsibilities under these Line Items start prior to the arrival of the ship and continue after the ship's departure.

2. The husbanding fee is based on the First Day and Subsequent Day(s) of the ship visit. A husbanding fee may be provided to the HSP for services rendered prior to the ship's visit, i.e. assistance to the ship's logistics response team.

3. The HSP is responsible for providing and coordinating the FP services described in paragraphs 2-6 and 8-15 of the PWS description for Line Items XX13, xx14, and xx15 as part of their Husbanding Services under Lot Line Item XX01.

LINE ITEM XX02 - TRASH REMOVAL

1. Trash removal service is the collection and disposal of refuse (i.e., trash) including liquid, semi-liquid, or solid garbage. Refuse does not include explosives and incendiary waste, or waste contaminated by medical and radiological processes.

2. The HSP shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse.

3. For ships at pier side, the HSP shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulation, or barges alongside the ship. The HSP shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.

4. For ships at anchorage, the HSP shall remove trash at the times agreed to by the HSP and Supply Officer. For trash collection at anchorage, the trash barge shall be available 24 hours a day (when not contrary to law or port regulation) with suitable self-fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

5. For trash collection by barge, the HSP shall provide trash barges/scows (with tug service if barge is not self-propelled) for ships at anchorage. The barges shall be completely empty at time of arrival at the ship. In situations where an empty barge is not available, the HSP shall provide a system to measure the volume of trash deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of the trash. The HSP shall have ready access to sufficient barges and equipment to support multiple ships at anchorage simultaneously. The barge's crew shall be entirely responsible for the tending of lines and for barge's security. The movement of trash from the ship to the barge shall be performed with care by the ship's sailors.

6. In instances of bad weather or emergency where the ship must depart on short notice, the HSP shall remove barges within four hours of being directed to do so by the ship. Should a vessel with a trash barge alongside experience an emergency where the ship must depart, the SUPPO will advise the HSP at least four (4) hours in advance for the barge pick-up.

7. The HSP shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The HSP is also responsible to follow any environmental regulations required by each country. The HSP is required to keep all disposal certificates and shall make them available to the Contracting Officer upon request.

8. Refuse containers, when used and when emptied, shall be returned to their original position with the lids (if any) replaced thereon.

9. The HSP shall be paid based on the ACTUAL CUBIC METERS of trash removed.

10. Where trash is required to be segregated, the Ordering Activity shall be required to segregate the material at the time of disposal. The HSP shall be responsible for providing separate containers for each vessel, clearly marked with the required categories and for informing the Ordering Activity, upon arrival, that segregation is required. If the Ordering Activity does not segregate trash as required, the HSP shall inform the Ordering Activity and Logistic Support Representative (LSR) prior to departure and bill for the cost of trash segregation within 48 hours after the vessel's departure.

LINE ITEM XX03 – FLEET LANDING

1. When ordered by the ship, the HSP shall furnish services/supplies for the fleet landing area. The following is a list of the basic supplies and services that a ship may need.

2. FLEET LANDING. HSP shall provide the sub-line items specified in this Line Item and shall provide a unit price for each sub-line item. The unit price shall be per day for each item. Mobilization/demobilization charges shall be included in sub-line item price. Fleet Landing services include the following:

    a. PORTABLE TOILET UNIT SERVICES. The unit price shall be for a single commode and one (1) urinal. The daily rate shall include pumping and cleaning as many times as necessary to ensure clean, sanitary condition and providing all chemicals, cleaning products and toilet paper. The HSP shall check toilet facilities at least every six (6) hours to ensure cleanliness.

    b. PORTABLE ELECTRIC GENERATORS. The HSP shall provide a portable, gasoline powered, electric generator capable of supplying power to portable lighting and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). Generator shall be at least 5KW with circuit breaker protector. Daily rate includes fuel, oil, and necessary consumables to operate the generator, transportation, set-up, dismantling and labor.

    c. Chairs (each per day)

    d. Long tables - approximately 2 meters in length (each per day)

LINE ITEM XX04 – BROW SERVICES

1. BROWS

    a. Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The HSP shall provide the brows specified in the schedule as ordered by the ship. A range of brow sizes is provided in each of the sub lot line items of lot line item XX04. All brows provided by port authorities, host nation, or US Government shall be billed at cost as port tariff items. Mobilization, demobilization, setup and placement shall be included in the proposed unit price of all XX04 sub lot line items.

    b. Due to the height difference between the submarine deck and pier, the HSP provided submarine brow must afford personnel a smooth and safe transit when entering or exiting the submarine deck. The submarine brow must be capable of supporting shore power cables without damaging the cable.

2. MOBILE CRANE SERVICES

a. The HSP shall provide mobile crane services (shore crane) with operator(s). The HSP shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HSP shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each mobile crane ordered.

b. Crane services under this Line Item are for land cranes only.

3. FORKLIFT SERVICES

a. The HSP shall provide forklift services with operator(s). The HSP shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. Upon the Supply Officer's request, the HSP shall provide information concerning forklift/lifting capacity. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HSP shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered.

LINE ITEM XX05– SHIP MOVEMENT SERVICES (PILOTS, TUGS, LINEHANDLERS)

1. The HSP shall arrange pilots, tugs, and line handlers as ordered. The HSP shall coordinate with port authorities, as necessary, to ensure that the services are available at the times requested. It should be noted that the port authority or other authorized sources provide these services, and are, therefore, to be priced in accordance with current tariff rates.

2. The HSP shall provide tugs to bring ships to and from berthing locations. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

LINE ITEM XX06 - WATER FERRY/TAXI SERVICES

1. The HSP shall provide water taxis to transfer ship personnel to and from the ship and the fleet. At the commencement of service, the HSP is required to advise the ship of scheduled breaks and any changes to the taxi service schedule. The HSP shall provide water taxi service when the vessel is expected to be at anchorage for twenty-four (24) hours or more. Water taxi service shall be always available, with the exception of inclement weather, during the two (2) one-hour meal breaks and during refueling.

2. Taxi water service shall include a minimum of two (2) qualified operators (a driver and one other operator), any other helpers or crew members required by local authorities, all insurance, fuel, holiday surcharges, overtime, and other operating expenses. Operator qualifications are set forth in paragraph (14) below.

3. Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the ship. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection. The HSP shall be entitled to a six (6) hour minimum rental fee in cases where actual usage is less than six hours per day.

4. If the HSP cannot provide the size of water taxi ordered, the HSP shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event

the ship will be charged for the size of the water taxi ordered. For example, if one (1) 250-pax water taxi is ordered and is not available, then two (2) 125-pax water taxis shall be provided for the rate of one (1) 250-pax water taxi, if acceptable to the Ordering Officer.

5. The HSP shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the port or the country in which the port is located. Apart from compliance with local laws and regulations, the HSP shall meet all additional requirements as set forth throughout the PWS. Water taxi shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, and fitted for service required. Further, water taxi shall be in a clean condition when presented for service and shall be free of debris.

6. Each water taxi shall be equipped with at least one clean and serviceable life jacket for each passenger and crewmember, and all jackets shall be stowed in a readily accessible place.

7. Except as otherwise specified herein, the service shall include all equipment needed to transport personnel between the vessel anchored in the outer harbor, or in the inner harbor, fleet landing, or any designated pier or berth within the port. If it becomes necessary to change the landing point of the water taxi (pier or berth) within the port, the HSP shall dock at the new landing point. In the event this occurs, it will be considered to be a "Change" to the contract.

8. All water taxis used by the HSP shall provide overhead covering.

9. Before the commencement of any services under this contract, the HSP shall make the water taxi available to the Ordering Vessel's Commanding Officer or designated representative for inspection.

10. The following information shall be conspicuously posted in each water taxi shall be in English and the language of the country in which the port is located:

    a. Current operator's/captain's license.
    b. Passenger/weight capacity limits notice.
    c. Location of life jackets and other life saving equipment.
    d. Location of all exits indicated in large letters.
    e. Emergency procedures.

11. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

12. The consumption of alcoholic beverages shall not be permitted aboard the water taxi.

13. Operator Qualifications: All personnel or employees of the HSP operating water taxis, shall have all certification required and issued by the law of the country in which the port is located for the operation of the type, class, or size of water taxi being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the water taxis are to be operated to ensure the water taxis are operated in a safe and seaworthy manner. At least one operator on each boat must speak English.

14. Security: During the term of this contract, the ship(s) to be serviced will provide adequate and sufficient security personnel for maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the ship's Commanding Officer or designated representative. When such naval personnel are embarked in a HSP-operated water taxi, he will be responsible for the good order and discipline of naval personnel.

15. In the event of a water taxi breakdown, immediately prior to, or during a trip, the HSP shall immediately provide a replacement water taxi that complies in all respects with this contract, at no additional cost to the U.S. Government. If a water taxi is not operable when required under this contract, the HSP shall

immediately provide at no additional expense to the U.S. Government, a replacement water taxi which complies in all respects with this contract.

16. Any personal articles or items found on the water taxi after completion of each trip shall be turned over to the ship's Security Officer or his direct representative.

17. To verify a claim by the HSP for any damage or destruction caused by the U.S. Government, it shall be the responsibility of the HSP to ensure that the water taxi is jointly inspected before and after each trip by the HSP and an authorized representative of the U.S. Government.

18. When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

19. Inspection and acceptance criteria for water taxi services. The Commanding Officer or his designated representative of the ARMY/USS/USNS/USCG ship shall inspect and accept all liberty boats/water taxis prior to transporting any personnel. Each order for liberty boat/water taxi services is made on the basis that the request is to be considered a final order/obligation of the US Government only after each water taxi has been inspected and accepted by the ship's representative. The ship's Commanding Officer is solely responsible for the safety of his crew and the subsequent acceptance of liberty boat/water taxi services. The following features or components may be inspected prior to acceptance. The following items must be functional and in safe operating condition:

    a. HULL
        i. Watertight integrity of weather decks, bulkheads, watertight closures and interior hull structure.
        ii. Superstructure (including masts and stacks).
        iii. Railings, bulwarks and their attachment to hull, especially guardrails and lifelines.
        iv. Provisions for drainage of seawater from exposed decks.

    b. MACHINERY
        i. Main propulsion and auxiliary machinery essential to operation of craft.
        ii. Sea and bulkhead closure valves.
        iii. Bilge suction strainers and dewatering systems bilge pumps to be tested by operation.
        iv. Bilges free of flammable liquids.

    c. ELECTRICAL
        i. Cables.
        ii. Navigation, deck and emergency lighting.
        iii. Rotating electrical machinery, e.g., generators and motors.
        iv. Storage batteries.

    d. LIFESAVING EQUIPMENT
        i. Life preservers sufficient number for maximum capacity of craft, accessible and in satisfactory condition.
        ii. Life raft(s) and hydrostatic release (where applicable) sufficient for maximum capacity.
        iii. First aid kits, life rings and distress lights.
        iv. Distress signaling devices.

    e. FIRE FIGHTING EQUIPMENT

i. Fire pump passes fire pump pressure test.
ii. Portable fire extinguishers (eg. CO2 cylinders)

f. STEERING APPARATUS

g. MISC SYSTEMS AND EQUIPMENT
i. Harbor charts.
ii. Ground tackle and mooring lines.
iii. Whistle/fog horn, bell.
iv. Compass.
v. Radar.
vi. 2 way radio capable of bridge to bridge communications.
vii. Current licenses.

20. The HSP shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for U.S. Government review and inspection.

LINE ITEM XX07 – GENERAL CHARTER & HIRE ITEMS

1. YOKOHAMA OR COMPARABLE TYPE FENDERS

a. The HSP shall furnish Yokohama or comparable type fenders for all classes of ships in accordance with the Schedule of Supplies and Services. Fenders provided shall be appropriate and safe for the class of ship and pier configuration. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee PER Yokohama or comparable type fender. All costs associated with installation, and removal of one fender, as well as round trip costs associated with transport of the fender from another port or storage location, if required, are to be included in the proposed line item price.

b. Rental is on a daily (24-hour) basis, per fender. The HSP shall be responsible for securing the fenders to the pier.

c. The HSP shall provide fenders with a minimum of two (2) mooring lines.

2. CAMELS, BREASTING, AND FENDERING BARGES

a. The camels shall be flat surface platforms to be placed alongside the pier and sufficiently capable of breasting the ship away from the pier or from other ships.

b. The HSP shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3. LANDING BARGES

a. The landing barges shall be flat surface barges for positioning at the stern or side of the vessel to serve as a loading/unloading platform for water taxi personnel or cargo; they shall not interfere with the operations of the ships' elevators or other equipment. Although landing barges are primarily used for class IV and V vessels, they may be ordered for use with any class vessel.
b. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

4. OILY WASTE REMOVAL (TRUCK AND BARGE)

a. Oily Waste is defined as any liquid petroleum product mixed with wastewater and/or oil in any amounts, which, if discharged overboard, would cause or show sheen on the water. The HSP shall dispose of any combination of oily waste and grey water as oily waste.

b. Oily Waste is measured by Cubic Meter (1CM = 264.2 Gallons). The HSP shall submit, as an attachment to the invoices for disposal services, a document verifying the quantity collected and the name of the disposal plant where the oily waste have been or will be disposed.

c. The HSP shall comply with the environmental requirements of each country where oily waste is disposed and shall be liable for any costs incurred as a result of the HSP's failure to comply with such requirements. The HSP shall keep all disposal certificates and shall make them available to the Contracting Officer upon request. If the ship concurs with the volume, the ship will pay for the entire amount.

d. Oily Waste Removal involves the collection of Oil and Aggregate Water generated by the ships. The requiring vessel will pump this waste into HSP-provided tanks or barges. The HSP shall provide all equipment and facilities required to remove oily waste, including hoses and connections compatible with the ship being serviced. The HSP shall provide hoses of sufficient length from equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

e. In all cases when a ship orders oily waste disposal services, the HSP shall invoice and will be paid the for a minimum daily quantity of 60 CM for providing the disposal services, even if the oily waste quantity pumped and disposed that day is less than the 60 CM minimum quantity.

f. In the event the HSP subcontracts oily waste disposal, the HSP shall be liable for any costs incurred as a result of the disposal operator's failure to comply with local requirements.

g. The HSP shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed. The Government reserves the right to independently verify the volume of discharge using certified flow measuring devices. The Government reserves the right to request a written statement from the HSP describing the method of measurement used to determine the amount of Oily Waste removed from the vessel.

h. When removal is done via barge, the HSP shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. The HSP shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements.

5. INTERPRETER SERVICES

a. The HSP shall provide interpreter services when ordered. The interpreter shall be fluent in both spoken and written local language and English.

6. PRATIQUE

a. The HSP shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

7. STEVEDORE SERVICES

a. The HSP shall provide stevedores for general labor. Billing shall be at the hourly rate for worker.

8. PORT DUES

a. In some countries, the port authority or concessionaire charges port dues to the visiting ship. The port dues may be based on the length or based on the gross tonnage of the ship. Only 'FINAL' invoices will be accepted for payment.

LINE ITEM XX08 - COLLECTION, HOLDING, AND TRANSFER (CHT)

1. The HSP is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships throughout the area covered by this contract. The HSP shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The HSP shall be responsible for the supervision of the collection, transportation and disposal services to avoid any overflow of waste on the barge and at the pier. Services shall commence upon ship's arrival whether, at anchor or pierside. The HSP shall pre-position CHT barges, when necessary, in accordance with force protection or other requirements.

2. The HSP shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3. The HSP shall remove sewage from the ship in HSP-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

4. The HSP shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT. The Government reserves the right to use its own metering device to verify measurement of sewage discharge.

5. The HSP shall provide CHT hoses of sufficient length from HSP equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6. The HSP shall properly dispose of all sewage whether by pier-side or at anchorage.

7. The CHT service shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the HSP shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT.

8. The HSP shall submit, as an attachment to the invoices, a document (certified by the ship's personnel) that indicates the quantity collected and the name of the disposal plant where the CHT will be disposed. The Government reserves the right to independently verify the actual volume of CHT discharged using a certified flow measuring device provided by the HSP. The Government reserves the right to request a

written statement from the HSP describing the method of measurement used to determine the amount of Oily Waste removed from the vessel.

9. The HSP shall follow any environmental regulations required by each country. If the ship concurs with the volume, the ship will pay for the entire amount.

10. The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the HSP's report in writing. The HSP is also responsible to keep all disposal certificates and shall make them available to Contracting Officer upon request.

11. When CHT removal is via barge, The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

In all cases when a ship orders CHT disposal services, the HSP shall invoice and will be paid the for a minimum daily quantity of CHT for providing the disposal services, even if the CHT quantity pumped and disposed that day is less than the 60 CM minimum quantity.

LINE ITEM XX09 - FRESH POTABLE WATER

1. Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

   a. Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See below:

1. Contaminant levels for inorganic chemicals (effective 1 January 1993)

CONTAMINANT	*MCLG (mg/L)* [1]	*MCL (mg/L)*	*AL (mg/L* [2]*)*
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0		.015 [4]
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	

CONTAMINANT	*MCLG (mg/L) [1]*	*MCL (mg/L)*	*AL (mg/L [2])*
NITRITE (AS N)	1	1	
TOTAL NITRATE AND NITRITE (AS N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE :	4	4	

(1). Maximum contaminant level goal (MCLG). The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are nonenforceable health goals.

(2) Action level (AL). Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90th percentile" level is greater than 0.015 mg/L).

2. Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 - DICHLOROETHANE	0	0.005
1,1 - DICHLOROETHYLENE	0.007	0.007
PARA - DICHLOROBENZENE	0.075	0.075
1,1,1 - TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.6
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
1,2 - DICHLOROPROPANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES (TOTAL)	10	10

3. Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) effective 01 January 1993))

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3- CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S (AS DECACHLORBIPHENYL)	0	0.0005
ALDICARB	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10[(1)]

[(1)]. The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

4. Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites that are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Reference (d) contains sampling requirements for the Navy public water system.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Autoanalysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the multiple-Tube Fermentation (MTF) Technique, and the membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use is included in reference (1).

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, except where the State waives this requirement on a case-by-case basis.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the State may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before, unless the MCL has been violated and the system has notified the State (in which case the State may reduce or eliminate the requirement to take the remaining samples).

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms. Or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements that apply when a sample is fecal coliform-positive.

5. Turbidity The MCL for turbidity applies to both community water systems and noncommunity water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at State option).

b. Five turbidity units (maximum) average for 2 consecutive days.

c. These requirements apply to filtered systems until 29 JUNE 1993. The requirements apply to unfiltered systems that the State has determined, in writing, must install filtration until 29 June 1993 or until filtration is installed whichever is later. After the above dates, consult the latest edition of 40 CFR 141.

6. The MCL for Radiological Contaminants are:

Gross alpha particle activity including radium 226 but excluding radon and uranium	15 pCi/L
Combined radium-226 and radium 228	5 pCi/L
Tritium	20,000 pCi/L
Strontium-90	8 pCi/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

7. Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

b. Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

a. These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at these websites: http://www.epa.gov/OGWDW and http://www.tdh.state.tx.us/bfds. The HSP shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

b. The HSP shall provide for the delivery of fresh potable water to the ships as ordered. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, CERTIFIED METERING DEVICES.

c. Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraphs (2)(a) and (2)(b) above. If the water source does not meet the requirements of potable water, the HSP shall be required to provide water from an alternate approved source at no increase in the contract price.

d. Potable water pierside shall be delivered by pipeline if available. If a vessel is at anchorage SUBLINE ITEM XX09AC applies.

2. The HSP shall be paid based on the ACTUAL METRIC TONS of potable water received on the ship. The Government reserves the right to require a written statement from the HSP describing the method of measurement used to determine the amount of potable water provided to the vessel.

LINE ITEM XX10 – SHIP UTILITY SERVICES

1. SHORE STEAM

a. The HSP shall provide shore steam to the ship. This sub lot line item is performance-based. Shore steam provided to the ship may be provided by any means (boiler or generator) so long as the pressure of steam delivered to the vessel is approximately 100 PSI (standard commercial pressure) and of acceptable quality for the vessel. Pricing for provision of shore steam shall be on a TBD basis and should include the boiler or generator, fuel for the generator, mobilization/demobilization, hoses, and adapters appropriate to the vessel type, and water (where required) for the generator or boiler. This item shall be billed on a daily basis.

2. OIL BOOMS

a. The HSP shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom. Billing for LINE ITEM XX10AA & XX10AB shall be per meter. For example, a 300-meter oil boom would be billed at 300 meters per day.

b. Oil Booms are intended to act as a precautionary measure in case of inadvertent leakage from equipment otherwise in sound operating equipment. Oil booms are also intended to mitigate the environmental damages that may otherwise result from inadvertent leakage. The HSP shall notify the Ordering Activity, upon receipt of a LOGREQ request, if deployment of an oil boom at the proposed mooring location is contrary to host nation or port authority regulation so that the order for the oil boom service can be cancelled. Cleanup and disposal of oil is a port authority function. If the HSP incurs charges for these services, they shall be billed as port tariff items on a reimbursable basis.

3. SHORE POWER (INCLUDES CABLES, CONNECTION, FUEL, AND OPERATORS) 450-480V, 60 HZ

a. The HSP shall provide shore power to the ship using a port-provided, permanent connection system or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels. The HSP shall provide all cables and make all power connections between the generator and ship. The availability of shore power shall be in accordance with the schedule established by the ship.

b. Sub Lot Line Items XX10AC through XX10AG are to be used only if/when shore power provided by port authorities is, for any reason, not available or inadequate.

LINE ITEM XX11 – LAND TRANSPORTATION (PERSONNEL) SERVICES (BUS SERVICE AND VEHICLE RENTAL SERVICE)

1. GENERAL REQUIREMENTS :

a. All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured. The HSP is responsible for delivering all cargo and personnel to the correct location on schedule.

b. If a Government official is designated to drive the vehicle, he or she is required to be at least 21years and meet all requirements for driving in the host nation. The HSP is responsible for passing the information required to register with the local rental company from the Ordering Activity.

c. The HSP shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government shall have the right to reject the vehicle for performance of services. The HSP shall ensure that each vehicle is jointly inspected before and after a trip by the HSP and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

d. If a vehicle is not operable when required under this contract, the HSP shall provide, at no additional expense to the U.S. Government, a replacement vehicle within three (3) hours that complies in all respects with this contract.

2. BUS SERVICE

a. The HSP shall provide air-conditioned bus services on an hourly rate basis and bill under LINE ITEM XX11AA and XX11AB. The hourly rate shall include one driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any additional driver, if required, shall be priced separately. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

b. The HSP shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition when presented for service and shall be free of debris.

c. In the event of a bus breakdown, the HSP shall provide within two hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

d. Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's Ordering Officer.

e. The HSP shall be responsible for ensuring that the HSP and an authorized representative of the U.S. Government jointly inspect before and after a trip each bus. The U.S. Government will not consider any claim for damage to a bus, which has not been inspected.

3. VEHICLE RENTAL SERVICE

a. Vehicle Specifications, Maintenance, and Malfunctions

(i) The HSP shall furnish "new" air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations.

Sedans or SUVs shall have a minimum capacity of four (4) passengers and 1600cc engine.

In the event a "new" vehicle is not available in certain countries, the HSP shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. Vehicles shall be priced on a daily rate. They shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full. The prices for vehicles rented are based upon an assumption that the vehicles will be returned with an empty tank of gas. There shall be no surcharge applied to the commercial price of the fuel. Vehicles can be returned with any amount of gasoline. Ships shall not be responsible for returning the vehicle with a full tank of fuel, and the HSP shall not be obligated to credit the ship for the remaining fuel.

(ii) The HSP shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and be responsible for all emergency repairs and services.

(iii) Should any vehicle break down while in the U.S. Government's possession, the HSP shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than three (3) hours later. The replacement shall take place either at the point of breakdown or at the HSP's

office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the HSP's expense. In addition, the HSP shall be liable for any U.S. Government incurred costs because of the breakdown; such as towing, repair costs, and related transportation expenses because the HSP was unreachable.

b. Substitution of Vehicles

(i) If the HSP does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the HSP shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group B car is ordered but unavailable, and if no other Group B vehicle is available, the HSP shall furnish a higher group vehicle at the price listed for the Group B vehicle originally ordered.
(ii) In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

c. General Description of Vehicle Types

(i) The vehicles shall meet the general description set out below:

Medium-size Sedan (Group “B”): 2 - 4 doors; 4 - 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Executive Sedan (Group “E”): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Passenger Van (Group “M”): 9-passenger capacity; air conditioning; minimum 2000cc engine.

Cargo Van (Group “X”): 12 Cubic Meter volume capacity, air conditioning; minimum 2000cc engine.

d. Insurance and Liability.

(i) The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below.

(ii) The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

(iii) The HSP and any Subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the HSP, its subcontractors, its agents, or employees.

(iv) The HSP shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The HSP shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

(v) Paragraph (iv) shall not be construed as limiting the HSP’s liability to the amounts of the required minimum insurance coverage specified therein.

e. Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. The HSP shall notify the Supply Officer of the infraction and amount cited.

f. Mileage and Deposit Charges. There are no mileage or deposit charges for the vehicles rented under this contract.

g. Time Periods of Rental. Rental time shall begin once U.S. Government employees have taken possession of the vehicle. The daily rate is defined as 24 consecutive hours. If the vehicle is rented with a driver, and if a driver is required during the entire period of rental, no individual driver shall be required to drive more than 8 hours straight. Drivers must not have been driving within the previous 8 hours.

h. Executive Sedan with Driver (Group "Y"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan. This group requires an executive sedan and shall be provided with a driver. Drivers must be familiar with local area, and must speak English. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. No individual driver shall be required to drive more than 8 hours. Drivers must not have been driving within the previous 8 hours. The HSP shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations by the provided driver. The U.S. Government will reimburse the HSP for additional costs in two cases: for highway tolls, and for the driver's overnight accommodation up to $120.00 or equivalent local currency, when required by U.S. Government business such as travel to another city, and upon presentation of an original invoice.

LINE ITEM XX12 - TELEPHONE SERVICES AND COMMUNICATIONS EQUIPMENT

1. Cellular Telephone Services (LINE ITEM XX12AC): Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under LINE ITEM XX12AC. The HSP shall have readily available a minimum of 10 cellular telephones at a given time. Each mobile phone provided shall include an operating manual/instruction with published rates for usage.

2. Landlines (LINE ITEM XX12AA): Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Installation charges shall be inclusive of all costs for installation and removal of landlines. Usage charges and port tariff fees associated with landline connections (LINE ITEM XX12AB) will be the actual charges computed in accordance with the local or national tariff.

3. The HSP shall provide pre-paid International Calling Cards for official use (LINE ITEM XX12AE).

LINE ITEM XX13, XX14, XX15 - FORCE PROTECTION BARRIERS, PERSONNEL, AND SUPPLIES

1. Only the ship’s Commanding Officer, the ship’s Supply Officer, or the FISC Yokosuka Contracting Officer is authorized to order Force Protection (FP) services under this contract. If any other activity or individual attempts to order FP services (e.g., NCIS, DAO, etc), the Husbanding Service (HSP) Contractor is required to immediately inform the ship and receive a proper order prior to beginning performance of these services.

2. The HSP is responsible for providing and coordinating the FP services described in paragraphs 2-6 and 8-15 as part of their Husbanding Services under Lot Line Item XX01. The HSP shall develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HSP must coordinate all aspects of FP planning and services with Port Authorities, host

nation agencies, and U.S. Embassy security staff. If the host nation is supplying FP assets the HSP must verify they are available and are scheduled to show up on time.

3. The HSP will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer. The HSP shall not add any requirements without prior approval.

4. The HSP is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Yokosuka Contracting Officer. The HSP must explain what the added FP service will include and why it has been requested. The FISC Yokosuka Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HSP will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

5. FP is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, having the objective of improving security to personnel and ships while in port. FP services or supplies may be provided by the host nation at no cost or may be billed at the public tariff rate. The HSP is required to verify what services will be provided by the host nation. For the services that cannot be provided by the host nation, the HSP is required to arrange these services by obtaining them from commercial sources at the prices indicated in the pricing schedule.

6. The HSP shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HSP's written policy shall describe the required measures to protect ship schedule information.

7. The HSP shall provide as many services identified below as ordered by the ship or FISC Yokosuka Contracting Officer. These services do not include other related services not listed, but may be required and separately ordered to attain a higher level of security in a port.

8. Personnel providing force protection services must be responsive to instructions from the ship. This does not authorize force protection personnel to violate any local regulations, any Port Authority ordinances, or local decrees. The equipment and material used for the force protection services will be inspected by the ship's force to ascertain that they meet force protection requirements.

9. Access Points: The HSP shall establish a single entry and exit point to the pier area.

10. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

11. Personnel Identification: The HSP shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

12. Background Checks: The HSP shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations. The HSP shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers. The HSP shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The HSP shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing. In addition, the HSP will be required to provide vetting services for third party contractors such as DLA-Engery contractors.

13. Access Lists: The HSP shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

14. Inspections: The HSP shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

15. Stand-Off Distances:

    a. Objects: To the maximum extent practicable the HSP shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

    b. Unloading Zones: To the maximum extent practicable the HSP shall establish unloading zones at least 400 feet (125 meters) away from the ship.

    c. Warning Signs: The HSP shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

        i. Sign Specifications:
            1. Language: Must be in the local language(s) as well as English.
            2. Wording: Must state "Restricted Area, Do Not Enter"
            3. Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
            4. Color: Yellow or white with black lettering
            5. Visibility: Must be highly visible from a distance of 400 feet (125 meters)
            6. Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

16. The unit price for force protection services shall include all costs associated with providing transportation, mobilization/installation and demobilization/de-installation, or arranging the requested services below unless the transportation, mobilization/installation and demobilization/de-installation is identified as a separate Lot Line item number. The HSP's invoice shall set forth the unit of issue identified for each service, total quantity ordered for each service, unit price, and the total price.

17. The force protection services that the ships may order if included on the contract schedules are:

    (a) Jersey-type security barriers and CONEX box barriers capable of stopping a vehicle (automobile). (Price per meter per day)
        (i) Concrete barriers
        (ii) Water filled barriers (completely filled with water). Price must include water.
        (iii) CONEX box barriers.

    Mobilization, installation and demobilization will be billed under a separate contract line item number.

    (b) Unarmed security guard to control vehicle and personnel access to pier. (Price per guard per hour)

Must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival.

(c) Floating Line of Demarcation (LOD) at pierside, equipped with anchors and lighting (for night visibility). (Price per meter per day) The floating LOD must be anchored at least 30 meters from ship. Oil booms are acceptable. Mobilization, installation and demobilization will be billed under a separate contract line item number.

(d) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities. Continuous coverage is required for the period of performance ordered by the ship or by the Contracting Officer. (Price per patrol craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(e) Unarmed and manned motorized patrol craft, approximately 5-10 meters in length, with own radio to communicate with ship and local authorities, to escort ship from pilot pickup point to mooring location. (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(f) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities, on call (available within 15 minutes). (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(g) Tire-shredding strips, equipped with metal spikes, to be placed across the entry to pier access. (Price per one strip per day) Must be capable of disabling a vehicle, which drives over the strips in the wrong direction. Strips must be at least one meter in length.

(h) Metal pedestrian-control fences. (Price per 2x2 meters fence per day) Must be at least two (2) meters high, two (2) meters wide, and sturdy enough to withstand wind and other inclement weather.

(i) Signs in host nation language. Signs shall be at least one (1) meter long and a half (1/2) meter wide, with lettering at least 10 cm high. (Price per sign per day). Each sign is to read: "Controlled area. Unauthorized entry prohibited." Signs shall be legible, on a sturdy material that will not fade, run, or be ruined due to inclement weather (plastic material preferable). Signs shall also be written in fluorescent paint/material or be lighted, so they can be seen at night. Signs shall have some type of securing means on them, such as a hole punched in each corner, to use wire to secure sign to fence.

(j) Portable fluorescent lighting capable of illuminating 300 meters by 100-meter area. The HS Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port’s installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting. (Price per portable unit per day)

(k) Weather resistant guard shacks, capable of holding at least two persons. Guard shack shall be enclosed, and shall have, at a minimum, one door and one window. Please indicate guard shack measurements. (Price per unit per day).

(l) Hand held metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition (Price per unit per day)

(m) Walk-through metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(n) Trained metal detector operators. (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(o) Hand held explosives detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day).

(p) Walk-through explosive detector, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(q) Trained explosives detector operators, (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(r) X-ray baggage scanning machines, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(s) Trained X-ray baggage scanning operators (Price per hour per operator). Operators shall search host national baggage. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(t) Explosives disposal-trained diving services capable of inspecting pier before ship arrival. Must have obtained all applicable licenses and/or certifications from host nation prior to diving. (Price per hour)

(u) Battery operated bullhorns, new batteries included. (Price per unit per day)

(v) Sturdy tables with dimensions of at least two (2) meters long and one (1) meter wide, with four folding chairs. (Price per unit per day)

(w) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and open on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(x) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and closed on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(y) 800 MHz radios. Must be in excellent condition, and battery operated, with batteries included. (Price per unit per day)

Note: If the FP services required in support of the port visit are not included as pre-priced items in the contract schedules, paragraph D.5. of the PWS applies.

LINE ITEM XX16 - PORT HANDLING COSTS

1. PAINT FLOAT

a. The paint float shall be no less than 5M in length but, in all cases, large enough to provide a safe and stable working platform for the occupants. Scaffolding may be of any height less than 3.5M from the deck, so as to provide a working platform at least 4M from the waterline. The paint float shall be equipped with suitable self-fendering to prevent damage to the ship. The price of these fenders shall be included in the quoted price of the paint float. If sea state, weather, or other conditions, to include but not limited to the

configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. Rails shall be no less than 1M from the working platform. The working platform shall be equipped with anchor points for harnessing. The Ordering Activity shall be responsible for providing safety harnesses, for obtaining permission from local authorities prior to all work on the paint float, and for cleanup/disposal of all hazardous material generated or released outside the paint float. The HSP shall notify the Ordering Activity of local regulatory requirements concerning paint floats, assist the Ordering Activity in submitting requests and passing required documentation to the local authority where permission is required to work on the paint float, and arrange for required cleaning of the paint float upon return. The ordering activity is responsible for securing the paint float from the time custody has been transferred to them until returned to the HSP or the ship departs, whichever is earlier.

2. MATERIAL HANDLING (UP TO 150 LBS)

a. The HSP shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

b. The HSP shall use counter-to-counter delivery and charge by each Bill of Lading. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

c. Shipping documents shall be labeled "SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HSP.

d. The HSP shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel. The HSP shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

e. The HSP shall receive the package from the ship and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

f. The HSP shall deliver the package to the ship the day of arrival in port or the following morning. The HSP shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

g. The HSP shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HSP shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

3. MANLIFT (WITHOUT OPERATOR)

a. The HSP shall provide a manlift (without operator) and a full fuel tank. The HSP shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning. The HSP shall conduct training on safety and operating procedures for ship personnel. The HSP shall maintain documentation of ship personnel acknowledgement of the training.

LINE ITEM XX17 - COST REPORTING

LINE ITEM XX17AA - LogSSR Reporting

Upon award, the HSP shall utilize the LogSSR to submit all reports and documentation related to the husbanding

order. LogSSR can be accessed through the NAVSUP One Supply website at https://www.navsup.navy.mil/onesupply, redirected through www.navsup.navy.mil/logssr or directly at the official website of https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(1) LogSSR access and input.

(a) At the start of the contract period of performance, the HSP shall begin to enter the final itemized port cost information for every order under this contract directly into the LogSSR database (Actual Cost Report) and email all corresponding documentation (LOGREQ, Initial Cost Estimate Report, validation of submission of cost estimate, final invoices, and supporting documentation required by the contract). External Certification Authority Public Key Infrastructure (ECA PKI) is not required for entry, but no access to the HSP's information is accessible unless obtaining an ECA PKI.

(2) LogSSR functionality.

(a) This system is designed to gather all reports and documentation related to ALL ordering activity e.g. a ship's visit, beginning with the Initial Cost Estimate (referred to in this solicitation as the 'pre-arrival cost estimate') to the Actual Cost Report. All supporting documentation will be submitted by email to navsup_hq_logssr@navy.mil in PDF format (Adobe Acrobat) when the port visit information is entered into LogSSR. Although the pre-arrival cost estimate is a separate reporting requirement, a copy of this report shall also be submitted as part of the Actual Cost Report documentation described in paragraph (b) below. The Documentation is discussed below:

(b) Actual Cost Report:

(1) The HSP shall create the Actual Cost Report in the LogSSR website directly, **within seven (7) calendar days from completion of the ship's visit**. The HSP shall also send a copy of the order (i.e. SF 1155 or 1449), a copy of any Initial Cost Estimates, a copy of the LOGREQ, and all HSP and any sub-contractor invoices and supporting documentation required by the contract as PDF files to the LogSSR email address of **navsup_hq_logssr@navy.mil** and to the email address specified at the time of contract award for each region concurrent with the creation of the Actual Cost Report in LogSSR. The HSP shall identify the line items as actual or estimated. This option is for those line items where the HSP has not received the actual invoice before the ship leaves port, i.e. telephone bills. The HSP shall include ALL port costs paid by each ship for which the HSP provides husbanding services. Email submissions should be limited to no more than 10 MB per email (multiple emails authorized if needed) and reference the port visit identification number in the subject line (received when a port visit is submitted).

(2) For ships or ordering activities that do not have disbursement capabilities, the HSP shall send the signed DD Form 1155, invoices and the additional documents required clearly indicating that a payment is pending to email address husbanding@fe.navy.mil and to the LogSSR email address of **navsup_hq_logssr@navy.mil.**

(3) Any changes to an Actual Cost Report (i.e. finalize the charges made on an estimated amount) shall be forwarded by e-mail to and to the email address husbanding@fe.navy.mil and to **navsup_hq_logssr@navy.mil** email account as PDF file within seven (7) calendar days of the change. The email must contain a summary of the changes. The FISC contracting office will update changes to the LogSSR.

(4) The Actual Cost Report and supporting documentation will be visible in the LogSSR website by the government personnel with validation authority. Final reports of an HSP representative can be accessed through the website only by obtaining an ECA PKI that will provide access only to the HSP's submitted information.

NOTE: Before submission of reports or any other data to the FISC Contracting Office via electronic transmission or any other data media, the HSP shall scan all documents with current anti-virus software to ensure computer virus

free transmission. The LogSSR server scans all reports for computer viruses before inclusion in the databases. Any reports received containing computer viruses will be immediately deleted and not necessarily returned to the HSP.

NOTES:

1. "All data obtained by the Government through the use of LOGSRR during the course of the contract is for the Government's use and shall be treated as 'limited rights' as described in DFAR 252.227-7013(13) after the contract expires".

2. Failure to provide required reports in a timely manner as outlined in the PWS will result in penalties as outlined in the Quality Assurance Surveillance Plan (QASP).

Line Item XX18 - PORT TARIFFS NOT OTHERWISE SPECIFIED

Line item XX18AE – Port Tariff Items

1. Port tariffs (PT) billable under XX18 include all PT items for which a specific sub-line item is not specified in the Exhibit A.

2. The HS Contractor shall also provide all original documents with any invoices for port tariff items which have been provided to the ship for certification by the ship's Supply Officer prior to departure. Invoices for port tariff items not available prior to the ship's departure shall be presented for payment in accordance with OC-1.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	15-Mar-2011	N4034511RCSG0030	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0009
	X	10B. DATED (SEE ITEM 13) 31-Jan-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
52.212-4(c) Changes

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssnk011111782

1. This modification is issued to include the following under LOT 5, Maldives as follow:

CLIN 0501AE Husbanding Fee (Class III) - First Day
CLIN 0501AQ Husbanding Fee (Class III) - Subsequent Day

2. The total estimated contract price is increased by $45,000.00 from $1,913,888.80 to a new estimated grand total amount of US$1,958,888.80.

3. Replace Exhibit A Schedule of Supplies and Services with the new revised Schedule.
4. All other terms and conditions remain unchanged.
"For the purpose of electronic distribution, the modification signed by Glenn Defense Marine Asia Pte Ltd on 15 Mar 11 is hereby incorporated by reference."

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)	16C. DATE SIGNED 15-Mar-2011
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $45,000.00 from $1,913,888.80 (EST) to $1,958,888.80 (EST).

SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The pricing detail quantity has increased by 45,000.00 from 1,913,888.80 to 1,958,888.80.

The total cost of this line item has increased by $45,000.00 from $1,913,888.80 (EST) to $1,958,888.80 (EST).

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 31-JAN-2011 TO 30-JAN-2012	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 31-JAN-2011 TO 30-JAN-2012	N/A	N/A FOB: Destination	

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 33

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	07-Mar-2011	N4034511RCSG0030	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0009
	X	10B. DATED (SEE ITEM 13) 31-Jan-2011
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.212-4(c) Changes

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssnk011111113

1. This modification is issued to include the following under LOT 3, GOA as follow:
CLIN 0301AE Husbanding Fee (Class III) - First Day
CLIN 0301AQ Husbanding Fee (Class III - Subsequent Day)
2. The total estimated contract price is increased by $25,000.00 from US$1,888,888.80 to a new estimated grand total amount of US$1,913,888.80.
3. Replace Exhibit A Schedule of Supplies and Services.
4. All other terms and ocnditions remain unchanged.

"For the purpose of electronic distribution, the modification signed by Mr. Leonard Francis of Glenn Defense Marine Pte Ltd on 7 Mar 2011 is hereby incorporated by reference."

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 07-Mar-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $25,000.00 from $1,888,888.80 (EST) to $1,913,888.80 (EST).

SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The pricing detail quantity has increased by 25,000.00 from 1,888,888.80 to 1,913,888.80.

The total cost of this line item has increased by $25,000.00 from $1,888,888.80 (EST) to $1,913,888.80 (EST).

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 31-JAN-2011 TO 30-JAN-2012	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 31-JAN-2011 TO 30-JAN-2012	N/A	N/A FOB: Destination	

The following have been modified:

PERFORMANCE WORK STATEMENT

Offeror Representative Information:

Name of Individual:	Leonard G. Francis
Title of Individual:	Executive Group Chairman/President
Mailing Address:	15D Pandan Road Singapore 609266
Tel No:	(65)6268-5300
Fax No:	(65) 6268-6689
E-mail address:	Leonard@glennmarinegroup.com

A. DESCRIPTION OF CONTRACTUAL SCOPE

1. The geographic scope and region covered by this contract includes the following ports:

   Lot 1 – Chittagong, Bangladesh
   Lot 2 – Chennai, India
   Lot 3 – GOA, India
   Lot 4 – Mumbai, India
   Lot 5 – Male and Gan Atoll, Maldives
   Lot 6 – Trincomalee, Sri Lanka
   Lot 7 – Port Louis, Mauritius
   Lot 8 – Colombo, Sri Lanka
   Lot 9 – Port Blair, India
   Lot 10 – Cochin, India

2. This contract is a Firm-Fixed-Price Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract for the provision of maritime husbanding support. It is not for husbanding agency. The holder of this contract is a U.S. Navy contractor or Husbanding Service Provider (HSP). The holder of this contract is not an agent of the U.S. Navy and does not have the authority to bind the U.S. Navy. Maritime Husbanding Support is defined as: Providing supplies and services as defined in the Performance Work Statement of the contract in support of U.S. Vessels within a port area.

   a. This support is provided by a Husbanding Services provider from a standard list of services under contract.
   b. For items not supported by existing supply chains: e.g. fuel, subsistence, etc.

3. Users authorized to use this contract are United States Navy Commands, United States Marine Corps (USMC), Military Sealift Command (MSC), and the United States Coast Guard (USCG). Other users including the United States Army (USA) shall require specific authorization from the Contracting Officer to use this contract or have a Contracting Officer's Representative designated.

4. This contract is for a period of twelve (12) months and also includes FAR52.217-8 OPTION TO EXTEND SERVICES clause. If the six (6) month extension of performance of services is exercised under FAR 52.217-8, the maximum duration of this contract is 18 months.

5. The HSP shall assure that supplies and services arranged on behalf of the authorized ordering officer conform to the general requirements of the contract in accordance with this PWS. The HSP shall assist the SUPPO or authorized ordering officer with resolving any problems in meeting the requirements.

6. Minimum guarantee for this contract is US$20,000.00 and the maximum value (maximum quantity) of this contract is US$4,000,000.00.

B. QUALITY

1. The HSP shall provide goods and services at requested delivery times at fair and reasonable prices to ships and other authorized users making port visits, provide continuous oversight of costs and performance throughout the area covered by this contract, and make meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. This contract and PWS do not specify how the HSP is to perform, but instead provide measurable performance standards, which are established in the Quality Assurance Surveillance Plan (QASP) to monitor contract performance during each ship's visit.

2. The percentile goals in the QASP are fixed for each factor. The failure of the HSP to meet the percentile goal for any factor will be investigated and evaluated by the Contracting Officer. The HSP will be given the opportunity to refute an adverse assessment prior to finalizing the metric for a quarter.

C. PRICING – SEE EXHIBIT A

1. The services described in this PWS are performance based. All prices as a result of this contract are firm-fixed prices. With the exception of Port Tariffs, pricing for all supplies/services shall, include at a minimum, all necessary equipment, licensed operators, all liability insurance as required by local laws, holiday and overtime costs, customs clearances, mobilization, demobilization, removal, disposal, pre-positioning, staging, vetting of operations, fuel and operating expenses associated with performing the entire cycle to deliver and dispense with the logistic services described in this contract. In layman terms, all services are 'all inclusive' of all pricing variables and contingencies unless specifically stated otherwise in the pricing. These Fixed Prices shall also include performance at night, overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, other inclement weather, or service to tankers and ships carrying explosives. These requirements do not include performance during typhoons except where ships are required to depart in advance of typhoons as part of a typhoon evasion plan. Performance is not required during periods when operations have been suspended by host nation port authorities. The HS Contractor will not be liable for performance delays and will be entitled to payment for services (at the rate quoted in the Attachment 2 schedule for that line item) provided during periods where operations have been suspended by host nation port authorities. The HSP shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the U.S. Government.

2. Fees for Husbanding Services cover regular and overtime labor of contractor personnel supporting the ships plus indirect expenses, including all management, overhead and office expenses as well as profit.

3. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and/or labor is along-side the vessel and capable of operations. For the purposes of this contract, one (1) day is equal to 24 hours and begins with the performance of service. For example, service from 1800 until 1800 the next calendar day is equal to one (1) day of service. In cases where the billing unit is 'day' and a full day of service is not used by the Ordering Activity, the HSP shall be entitled to bill for one day of service. For example, if a sub lot line item with a billing unit of day were ordered and used for 30 hours, the HSP would be entitled to bill for two days of service. In cases where the ship does not arrive at the time specified in the ordering LOGREQ and services are made available based upon the time requested in the ordering LOGREQ, billing for services may commence at the time requested by the Government unless notice of cancellation is provided by the Ordering Activity or the organization authorized to pass this information on behalf of the Ordering Activity.

4. When the HSP obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list, then the HSP shall be reimbursed for the published price of the item. The HSP shall not be paid an amount in addition to the published price of the item. A copy of the published price list shall be provided to the Ordering Officer or Contracting Officer, if requested.

5. Repositioning is defined as: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions. Where a ship is at anchorage and the Ordering Activity requests repositioning of equipment, the HSP may be entitled to additional fees for repositioning to be determined by use of:

    a. Prior agreement of the Ordering Officer in cases where the total repositioning costs do not exceed $3,000

b. Prior agreement of the Contracting Officer in cases where the total repositioning costs exceed $3,000.

6. Port Tariffs: The HSP will be fully reimbursed for Port Tariff items. Port Tariffs will apply to those services which are based on Port Tariff rates established and controlled by Port Authorities. English translated copies of the Port Tariffs must be submitted to the Supply Officer of the ship entering a specific Port.

7. Purchase Card Surcharge: The U.S. Government reserves the right to make payment by purchase card. All purchase card surcharges will be identified as a separate entry on each invoice. Surcharges are not authorized for priced items as the fixed price must include the use of the purchase card.

D. SHIPS'S LOGISTIC REQUIREMENTS (LOGREQ)

1. U.S. Navy ships and other activities authorized to pass LOGREQ requirements on behalf of Ordering Officers will provide, via e-mail, a copy of the unclassified "logistics requirements" (LOGREQ) message directly to the HSP. This LOGREQ may include logistical requirements that are pre-priced under the contract and logistical requirements that are pre-priced under the contract. The LOGREQ is an order for logisitical requirements that are pre-priced under the contract. The HSP shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning price performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Operations Officers, and FISC.

2. After receipt of a LOGREQ the HSP shall make such arrangements for pre-priced items as necessary with port authorities, other U.S. Government Contractors, and other commercial firms to provide supplies and services requested. The HSP shall confirm receipt of the ordering LOGREQ (to the activity who provides the LOGREQ to the HSP) within 24 hours. Confirmation of receipt shall be made by email to the activity passing the LOGREQ.

3. The HSP shall furnish to the ordering activity and FISC Yokosuka Contracting Officer a pre-arrival cost estimate in response to the receipt of a LOGREQ. This estimate will be prepared using the **Exhibit A** spreadsheet format, and will include estimated prices for items submitted on the LOGREQ pre-priced in the contract. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff." This estimate shall be provided to the ordering officer and FISC Yokosuka Contracting Officer via email within (48) hours of receipt of the LOGREQ. This report shall also include cost saving or avoidance recommendations and will explain any anticipated "additional" costs. A LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

4. Ships will not provide force protection requirements in an unclassified LOGREQ message. The activity to which this message is addressed will contact the HSP and pass the ship's force protection requirements for action. The HSP shall confirm with the ship that these force protection requirements received have been actually ordered by the ship prior to beginning performance. The ship's Supply Officer (SUPPO) or Commanding Officer may also request additional force protection requirements not covered by the force protection LOGREQ by email, telephone, or personally upon the ship's arrival. The HSP shall coordinate with the SUPPO before providing any additional force protection. If any other activity or individual orders force protection services (i.e. NCIS, etc) not covered in the ship's force protection LOGREQ provided to the HSP, the HSP is required to immediately inform the ship and receive confirmation prior to beginning performance of these services. Organizations such as NCIS and DAO are not authorized Ordering Officers under this contract unless specific authorization is given by the Contracting Officer, therefore, they have no contractual authority to place orders. Any services provided in this contract ordered by an entity otherwise described in this contract shall be provided at the HSP's own risk and shall result in no additional cost to the government.

5. If a ship requires supplies and services during the course of a port visit that are not included on the schedule of supplies and services at Exhibit A as pre-priced, (PT(port tariff), TBD, or NSP (not separately priced), the supplies and services will be acquired separately from the contract.

E. ADVANCE LOGISTICS RESPONSE TEAM

1. In the event that a Logistics Response Team for a ship arrives in port prior to a ship's arrival, the HSP will assist the logistics response team by providing logistical support and coordinating all requirements.

2. When the HSP provides support for a Logistics Response Team so that it can perform its mission, the HSP shall bill at the "Subsequent Days" daily rate for husbanding services for each day of support provided "in person" to the logistics response team.

F. INITIAL BOARDING

1. The HSP shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival. All HSP personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port. All correspondence shall be in English. The HSP is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered. Upon initial boarding the HSP shall provide all emergency telephone numbers, i.e. police, hospitals, firefighters, shipboard generated industrial waste (SGIW) disposal and hazardous material (HAZMAT) and oil spill response. The HSP shall visit the ship at least once per day and shall be available on call at all times (24 hours per day, seven days per week) to assist the ship with requirements and to resolve problems.

2. The HSP shall brief the ordering officer(s) about ordered services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HSP shall provide its POC information with 24-hour contact phone numbers.

3. The HSP shall provide the ordering officer(s) with copies of applicable port tariffs and current prices for frequently ordered services, and with any other information provided by other government agencies for distribution. The HSP shall be prepared to take additional ships' orders for supplies or services not placed in the ordering LOGREQ.

G. ORDERING SUPPLIES AND SERVICES AFTER RECEIPT OF A LOGREQ

1. After receipt of a LOGREQ, the HSP must first use Host Nation (HN) services and supplies that can be provided free of charge by the host nation. If services and supplies are not available free of charge from the host nation, they must be provided if within the scope of this contract. The Contracting Officer will be notified if there is a question regarding the scope of the contract. U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or, if the port-provided supplies and services are less expensive than similar services provided by the HSP or its subcontractors, or finally provide it themselves to include subcontractors. Where the reasonable cost of mobilization/demobilization for U.S. Government owned equipment exceeds the quoted price of the sub lot line item it is intended to replace, the HSP shall use the least cost alternative to meet the requirement. If, for any reason, an item that would otherwise be provided by the Government, host nation, or port authority is not available, that item shall be provided by the HSP at the price quoted in the **Exhibit A** pricing schedules.

2. Passing Requirements to other U.S. Government agencies or contractors: The HSP may be required to coordinate and pass orders on behalf of the ship, to include transmission via fax or e-mail, to other U.S.

Government Supply Chain agencies or contractors holding U.S. Government contracts (e.g., Defense Supply Center Prime Vendor (DSCP) or DLA-Energy for various supplies and services required. Any disputes or discrepancies arising from the order will be resolved directly between the ordering officer and the other agency or Contractor(s).

3. Money Exchange Services: The HS Contractor shall arrange for authorized moneychangers to exchange U.S. dollars for ship personnel into local currency. Money Exchange services shall be made available onboard ship to crewmembers at least two hours daily with buy-back service on the day before the ship's departure. The moneychangers may include a commission of not more than plus or minus 1.5% difference from the Official Exchange Rate. A locally-available and verifiable currency exchange rate may be used as the Official Exchange Rate. Verification of the exchange rate shall be provided to the Ordering Activity at the time of service. The HS Contractor shall maintain adequate records justifying its basis for determining the Official Exchange Rate and shall make those records available to the U.S. Government upon request. This Official Exchange Rate will be used for financial conversions not covered by payments in U.S. dollars.

4. Laundry Services: The HS Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Laundry and dry cleaning services that are required by the ship from the laundry and dry cleaning vendor will be ordered from the vendor by the ship. Payment for services will be made by the ship to the vendor rather than through the HS Contractor. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure. The HS Contractor shall assist in resolving vendor billing discrepancies.

5. Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

6. Immigration, Customs and Visa: The HS Contractor shall assist ship personnel with immigration, customs and visa requirements into the country of the port visit.

7. Medical Emergencies: If requested, the HS Contractor may be required to make arrangements for emergency medical treatment of ship's crewmembers while the ship is in port. In cases where a member is airlifted into a port by the ship, the HS Contractor, in coordination with the U.S. Consulate/Embassy, will arrange for proper medical care until the member can be returned to the ship, or evacuated to the United States. If there are costs associated with arranging these services, the HS Contractor shall obtain approval from the SUPPO/Contracting Officer prior to providing the support.

8. The HS Contractor shall facilitate the ship's timely departure. The HS Contractor shall provide timely invoices of provided services and supplies to the Supply Officer at the time of the pre-sailing visit. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided. The HS Contractor shall remove all provided equipment.

9. The U.S. Government will not pay the HSP for any personal requests from individual crewmembers, whether military or civilian.

    a. Morale Welfare and Recreation (MWR) Services: The HSP may be required to assist the ship in booking MWR trips, tours, hotel accommodations, or other MWR type items

    b. If another U.S. Navy authorized Information, Ticket and Tours (ITT) contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If awarded, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

10. Pre-Departure Visit / Bill Payment: The HSP shall schedule a visit to the ship one day prior to its departure date in order to present invoices which can be validated, accepted and certified for payment. Written receipt for acceptance of all goods and services shall be obtained during this visit. The ordering activity shall provide a check for all **finalized** invoices prior to departure where the content of the invoice is not disputed. The HSP shall obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure. The HSP shall relay at that time any late information on pilot and tug schedule changes and any additional information applicable to the ship and its departure.

H. UNIQUE / PARTICULAR SITUATIONS

1. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within 3 days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back on Saturday, Sunday or Monday, it will be charged subsequent day fees. If the ship comes back Tuesday, it will be charged the first day rate).

2. If a ship comes into port and does not notify the HSP or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days as applicable.

3. The HSP is required to be able to simultaneously husband ten (10) separate ships throughout the Region, to include two (2) large ships in a single port simultaneously (e.g., two aircraft carriers).

4. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HSP shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office.

5. Short Notice Orders: If orders are issued less than 48 hours prior to the required time for the start of performance, the HSP shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

6. For LOT - 7, Mauritius only - If orders are issued with less than the required minimum order lead time of 10 days (specified in the Attachment 2 schedule for Mauritius) prior to the start of performance, the HS Contractor shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

I. CANCELLATION OF ORDERS

1. Unless otherwise provided herein, in the event an order, or any portion of an order, is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. If several deliveries are required to satisfy an order or portion of an order, i.e., garbage pick-up and disposal on each of five days, then the 48-hour notice period shall be computed from each of the required delivery dates. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled "Termination for the Government's Convenience (FAR 52.212-4)", of the clause entitled "CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS."

2. For LOT - 7, Mauritius only - Unless otherwise provided herein, in the event an order or portion of an order is cancelled prior to the required minimum order lead time of 10 days (specified in the Attachment 2 schedule for Mauritius) , the U.S. Government will not be liable for any charges. For any order, or portion of an order, not cancelled prior to the required minimum order lead time of 10 days (specified in the Exhibit A schedule for Mauritius) , the Ordering activity shall be responsible for any termination costs in accordance with paragraph (h) entitled "Terminal for the Government's Convenience" of the clause entitled "Contract Terms and Conditions – Commercial Items". Any disagreements shall be subject to the Disputes clause of the contract.

3. In rare cases, when ordering items requires long lead times, the Government may apply the Termination for the Government's Convenience clause as referenced above even though an order was cancelled prior to 48 hours before a required delivery.

4. In every case, the HS Contractor is responsible for taking all necessary steps to mitigate the U.S. Government's damages or termination costs. As part of its mitigation, the Government reasonably expects that the HS Contractor shall consider these cancellation rights as it enters into agreements with its subcontractors and suppliers.

Note: Although a supply or service may be described as part of the line item descriptions, the only items that are being acquired under the contract are the supplies and services that are listed on the price schedules for each lot.

J. LINE ITEM DESCRIPTIONS –

LINE ITEM XX01 - FIRST DAY/SUBSEQUENT DAY HUSBANDING SERVICES (ANCHORAGE AND PIERSIDE)

1. The HSP shall provide husbanding services to ships visiting the ports in the Region covered by this contract. Line Item XX01 requires that the HSP perform all services and provide all supplies necessary to fully comply with the tasks and responsibilities described at paragraphs A-H above unless a task or responsibility is specifically included in a separately-priced Line Item below. The HSP's responsibilities under these Line Items start prior to the arrival of the ship and continue after the ship's departure.

2. The husbanding fee is based on the First Day and Subsequent Day(s) of the ship visit. A husbanding fee may be provided to the HSP for services rendered prior to the ship's visit, i.e. assistance to the ship's logistics response team.

3. The HSP is responsible for providing and coordinating the FP services described in paragraphs 2-6 and 8-15 of the PWS description for Line Items XX13, xx14, and xx15 as part of their Husbanding Services under Lot Line Item XX01.

LINE ITEM XX02 - TRASH REMOVAL

1. Trash removal service is the collection and disposal of refuse (i.e., trash) including liquid, semi-liquid, or solid garbage. Refuse does not include explosives and incendiary waste, or waste contaminated by medical and radiological processes.

2. The HSP shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse.

3. For ships at pier side, the HSP shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulation, or barges alongside the ship. The HSP shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.

4. For ships at anchorage, the HSP shall remove trash at the times agreed to by the HSP and Supply Officer. For trash collection at anchorage, the trash barge shall be available 24 hours a day (when not contrary to law or port regulation) with suitable self-fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

5. For trash collection by barge, the HSP shall provide trash barges/scows (with tug service if barge is not self-propelled) for ships at anchorage. The barges shall be completely empty at time of arrival at the ship. In situations where an empty barge is not available, the HSP shall provide a system to measure the volume of trash deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of the trash. The HSP shall have ready access to sufficient barges and equipment to support multiple ships at anchorage simultaneously. The barge's crew shall be entirely responsible for the tending of lines and for barge's security. The movement of trash from the ship to the barge shall be performed with care by the ship's sailors.

6. In instances of bad weather or emergency where the ship must depart on short notice, the HSP shall remove barges within four hours of being directed to do so by the ship. Should a vessel with a trash barge alongside experience an emergency where the ship must depart, the SUPPO will advise the HSP at least four (4) hours in advance for the barge pick-up.

7. The HSP shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The HSP is also responsible to follow any environmental regulations required by each country. The HSP is required to keep all disposal certificates and shall make them available to the Contracting Officer upon request.

8. Refuse containers, when used and when emptied, shall be returned to their original position with the lids (if any) replaced thereon.

9. The HSP shall be paid based on the ACTUAL CUBIC METERS of trash removed.

10. Where trash is required to be segregated, the Ordering Activity shall be required to segregate the material at the time of disposal. The HSP shall be responsible for providing separate containers for each vessel, clearly marked with the required categories and for informing the Ordering Activity, upon arrival, that segregation is required. If the Ordering Activity does not segregate trash as required, the HSP shall inform the Ordering Activity and Logistic Support Representative (LSR) prior to departure and bill for the cost of trash segregation within 48 hours after the vessel's departure.

LINE ITEM XX03 – FLEET LANDING

1. When ordered by the ship, the HSP shall furnish services/supplies for the fleet landing area. The following is a list of the basic supplies and services that a ship may need.

2. FLEET LANDING. HSP shall provide the sub-line items specified in this Line Item and shall provide a unit price for each sub-line item. The unit price shall be per day for each item. Mobilization/demobilization charges shall be included in sub-line item price. Fleet Landing services include the following:

    a. PORTABLE TOILET UNIT SERVICES. The unit price shall be for a single commode and one (1) urinal. The daily rate shall include pumping and cleaning as many times as necessary to

ensure clean, sanitary condition and providing all chemicals, cleaning products and toilet paper. The HSP shall check toilet facilities at least every six (6) hours to ensure cleanliness.

b. PORTABLE ELECTRIC GENERATORS. The HSP shall provide a portable, gasoline powered, electric generator capable of supplying power to portable lighting and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). Generator shall be at least 5KW with circuit breaker protector. Daily rate includes fuel, oil, and necessary consumables to operate the generator, transportation, set-up, dismantling and labor.

c. Chairs (each per day)

d. Long tables - approximately 2 meters in length (each per day)

LINE ITEM XX04 – BROW SERVICES

1. BROWS

a. Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The HSP shall provide the brows specified in the schedule as ordered by the ship. A range of brow sizes is provided in each of the sub lot line items of lot line item XX04. All brows provided by port authorities, host nation, or US Government shall be billed at cost as port tariff items. Mobilization, demobilization, setup and placement shall be included in the proposed unit price of all XX04 sub lot line items.

b. Due to the height difference between the submarine deck and pier, the HSP provided submarine brow must afford personnel a smooth and safe transit when entering or exiting the submarine deck. The submarine brow must be capable of supporting shore power cables without damaging the cable.

2. MOBILE CRANE SERVICES

a. The HSP shall provide mobile crane services (shore crane) with operator(s). The HSP shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HSP shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each mobile crane ordered.

b. Crane services under this Line Item are for land cranes only.

3. FORKLIFT SERVICES

a. The HSP shall provide forklift services with operator(s). The HSP shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. Upon the Supply Officer's request, the HSP shall provide information concerning forklift/lifting capacity. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HSP shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered.

LINE ITEM XX05– SHIP MOVEMENT SERVICES (PILOTS, TUGS, LINEHANDLERS)

1. The HSP shall arrange pilots, tugs, and line handlers as ordered. The HSP shall coordinate with port authorities, as necessary, to ensure that the services are available at the times requested. It should be noted that the port authority or other authorized sources provide these services, and are, therefore, to be priced in accordance with current tariff rates.

2. The HSP shall provide tugs to bring ships to and from berthing locations. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

LINE ITEM XX06 - WATER FERRY/TAXI SERVICES

1. The HSP shall provide water taxis to transfer ship personnel to and from the ship and the fleet. At the commencement of service, the HSP is required to advise the ship of scheduled breaks and any changes to the taxi service schedule. The HSP shall provide water taxi service when the vessel is expected to be at anchorage for twenty-four (24) hours or more. Water taxi service shall be always available, with the exception of inclement weather, during the two (2) one-hour meal breaks and during refueling.

2. Taxi water service shall include a minimum of two (2) qualified operators (a driver and one other operator), any other helpers or crew members required by local authorities, all insurance, fuel, holiday surcharges, overtime, and other operating expenses. Operator qualifications are set forth in paragraph (14) below.

3. Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the ship. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection. The HSP shall be entitled to a six (6) hour minimum rental fee in cases where actual usage is less than six hours per day.

4. If the HSP cannot provide the size of water taxi ordered, the HSP shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event the ship will be charged for the size of the water taxi ordered. For example, if one (1) 250-pax water taxi is ordered and is not available, then two (2) 125-pax water taxis shall be provided for the rate of one (1) 250-pax water taxi, if acceptable to the Ordering Officer.

5. The HSP shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the port or the country in which the port is located. Apart from compliance with local laws and regulations, the HSP shall meet all additional requirements as set forth throughout the PWS. Water taxi shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, and fitted for service required. Further, water taxi shall be in a clean condition when presented for service and shall be free of debris.

6. Each water taxi shall be equipped with at least one clean and serviceable life jacket for each passenger and crewmember, and all jackets shall be stowed in a readily accessible place.

7. Except as otherwise specified herein, the service shall include all equipment needed to transport personnel between the vessel anchored in the outer harbor, or in the inner harbor, fleet landing, or any designated pier or berth within the port. If it becomes necessary to change the landing point of the water taxi (pier or berth) within the port, the HSP shall dock at the new landing point. In the event this occurs, it will be considered to be a “Change” to the contract.

8. All water taxis used by the HSP shall provide overhead covering.

9. Before the commencement of any services under this contract, the HSP shall make the water taxi available to the Ordering Vessel's Commanding Officer or designated representative for inspection.

10. The following information shall be conspicuously posted in each water taxi shall be in English and the language of the country in which the port is located:

    a. Current operator's/captain's license.
    b. Passenger/weight capacity limits notice.
    c. Location of life jackets and other life saving equipment.
    d. Location of all exits indicated in large letters.
    e. Emergency procedures.

11. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

12. The consumption of alcoholic beverages shall not be permitted aboard the water taxi.

13. Operator Qualifications: All personnel or employees of the HSP operating water taxis, shall have all certification required and issued by the law of the country in which the port is located for the operation of the type, class, or size of water taxi being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the water taxis are to be operated to ensure the water taxis are operated in a safe and seaworthy manner. At least one operator on each boat must speak English.

14. Security: During the term of this contract, the ship(s) to be serviced will provide adequate and sufficient security personnel for maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the ship's Commanding Officer or designated representative. When such naval personnel are embarked in a HSP-operated water taxi, he will be responsible for the good order and discipline of naval personnel.

15. In the event of a water taxi breakdown, immediately prior to, or during a trip, the HSP shall immediately provide a replacement water taxi that complies in all respects with this contract, at no additional cost to the U.S. Government. If a water taxi is not operable when required under this contract, the HSP shall immediately provide at no additional expense to the U.S. Government, a replacement water taxi which complies in all respects with this contract.

16. Any personal articles or items found on the water taxi after completion of each trip shall be turned over to the ship's Security Officer or his direct representative.

17. To verify a claim by the HSP for any damage or destruction caused by the U.S. Government, it shall be the responsibility of the HSP to ensure that the water taxi is jointly inspected before and after each trip by the HSP and an authorized representative of the U.S. Government.

18. When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

19. Inspection and acceptance criteria for water taxi services. The Commanding Officer or his designated representative of the ARMY/USS/USNS/USCG ship shall inspect and accept all liberty boats/water taxis prior to transporting any personnel. Each order for liberty boat/water taxi services is made on the basis that the request is to be considered a final order/obligation of the US Government only after each water taxi has been inspected and accepted by the ship's representative. The ship's Commanding Officer is solely

responsible for the safety of his crew and the subsequent acceptance of liberty boat/water taxi services. The following features or components may be inspected prior to acceptance. The following items must be functional and in safe operating condition:

a. HULL
   i. Watertight integrity of weather decks, bulkheads, watertight closures and interior hull structure.
   ii. Superstructure (including masts and stacks).
   iii. Railings, bulwarks and their attachment to hull, especially guardrails and lifelines.
   iv. Provisions for drainage of seawater from exposed decks.

b. MACHINERY
   i. Main propulsion and auxiliary machinery essential to operation of craft.
   ii. Sea and bulkhead closure valves.
   iii. Bilge suction strainers and dewatering systems bilge pumps to be tested by operation.
   iv. Bilges free of flammable liquids.

c. ELECTRICAL
   i. Cables.
   ii. Navigation, deck and emergency lighting.
   iii. Rotating electrical machinery, e.g., generators and motors.
   iv. Storage batteries.

d. LIFESAVING EQUIPMENT
   i. Life preservers sufficient number for maximum capacity of craft, accessible and in satisfactory condition.
   ii. Life raft(s) and hydrostatic release (where applicable) sufficient for maximum capacity.
   iii. First aid kits, life rings and distress lights.
   iv. Distress signaling devices.

e. FIRE FIGHTING EQUIPMENT
   i. Fire pump passes fire pump pressure test.
   ii. Portable fire extinguishers (eg. CO2 cylinders)

f. STEERING APPARATUS

g. MISC SYSTEMS AND EQUIPMENT
   i. Harbor charts.
   ii. Ground tackle and mooring lines.
   iii. Whistle/fog horn, bell.
   iv. Compass.
   v. Radar.
   vi. 2 way radio capable of bridge to bridge communications.
   vii. Current licenses.

20. The HSP shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for U.S. Government review and inspection.

LINE ITEM XX07 – GENERAL CHARTER & HIRE ITEMS

1. YOKOHAMA OR COMPARABLE TYPE FENDERS

a. The HSP shall furnish Yokohama or comparable type fenders for all classes of ships in accordance with the Schedule of Supplies and Services. Fenders provided shall be appropriate and safe for the class of ship and pier configuration. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee PER Yokohama or comparable type fender. All costs associated with installation, and removal of one fender, as well as round trip costs associated with transport of the fender from another port or storage location, if required, are to be included in the proposed line item price.

b. Rental is on a daily (24-hour) basis, per fender. The HSP shall be responsible for securing the fenders to the pier.

c. The HSP shall provide fenders with a minimum of two (2) mooring lines.

2. CAMELS, BREASTING, AND FENDERING BARGES

a. The camels shall be flat surface platforms to be placed alongside the pier and sufficiently capable of breasting the ship away from the pier or from other ships.

b. The HSP shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3. LANDING BARGES

a. The landing barges shall be flat surface barges for positioning at the stern or side of the vessel to serve as a loading/unloading platform for water taxi personnel or cargo; they shall not interfere with the operations of the ships' elevators or other equipment. Although landing barges are primarily used for class IV and V vessels, they may be ordered for use with any class vessel.
b. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

4. OILY WASTE REMOVAL (TRUCK AND BARGE)

a. Oily Waste is defined as any liquid petroleum product mixed with wastewater and/or oil in any amounts, which, if discharged overboard, would cause or show sheen on the water. The HSP shall dispose of any combination of oily waste and grey water as oily waste.

b. Oily Waste is measured by Cubic Meter (1CM = 264.2 Gallons). The HSP shall submit, as an attachment to the invoices for disposal services, a document verifying the quantity collected and the name of the disposal plant where the oily waste have been or will be disposed.

c. The HSP shall comply with the environmental requirements of each country where oily waste is disposed and shall be liable for any costs incurred as a result of the HSP's failure to comply with such requirements. The HSP shall keep all disposal certificates and shall make them available to the

Contracting Officer upon request. If the ship concurs with the volume, the ship will pay for the entire amount.

d. Oily Waste Removal involves the collection of Oil and Aggregate Water generated by the ships. The requiring vessel will pump this waste into HSP-provided tanks or barges. The HSP shall provide all equipment and facilities required to remove oily waste, including hoses and connections compatible with the ship being serviced. The HSP shall provide hoses of sufficient length from equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

e. In all cases when a ship orders oily waste disposal services, the HSP shall invoice and will be paid the for a minimum daily quantity of 60 CM for providing the disposal services, even if the oily waste quantity pumped and disposed that day is less than the 60 CM minimum quantity.

f. In the event the HSP subcontracts oily waste disposal, the HSP shall be liable for any costs incurred as a result of the disposal operator's failure to comply with local requirements.

g. The HSP shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed. The Government reserves the right to independently verify the volume of discharge using certified flow measuring devices. The Government reserves the right to request a written statement from the HSP describing the method of measurement used to determine the amount of Oily Waste removed from the vessel.

h. When removal is done via barge, the HSP shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. The HSP shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements.

5. INTERPRETER SERVICES

a. The HSP shall provide interpreter services when ordered. The interpreter shall be fluent in both spoken and written local language and English.

6. PRATIQUE

a. The HSP shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

7. STEVEDORE SERVICES

a. The HSP shall provide stevedores for general labor. Billing shall be at the hourly rate for worker.

8. PORT DUES

a. In some countries, the port authority or concessionaire charges port dues to the visiting ship. The port dues may be based on the length or based on the gross tonnage of the ship. Only 'FINAL' invoices will be accepted for payment.

LINE ITEM XX08 - COLLECTION, HOLDING, AND TRANSFER (CHT)

1. The HSP is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships throughout the area covered by this contract. The HSP shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The HSP shall be responsible for the supervision of the collection, transportation and disposal services to avoid any overflow of waste on the barge and at the pier. Services shall commence upon ship's arrival whether, at anchor or pierside. The HSP shall pre-position CHT barges, when necessary, in accordance with force protection or other requirements.

2. The HSP shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3. The HSP shall remove sewage from the ship in HSP-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

4. The HSP shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT. The Government reserves the right to use its own metering device to verify measurement of sewage discharge.

5. The HSP shall provide CHT hoses of sufficient length from HSP equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6. The HSP shall properly dispose of all sewage whether by pier-side or at anchorage.

7. The CHT service shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the HSP shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT.

8. The HSP shall submit, as an attachment to the invoices, a document (certified by the ship's personnel) that indicates the quantity collected and the name of the disposal plant where the CHT will be disposed. The Government reserves the right to independently verify the actual volume of CHT discharged using a certified flow measuring device provided by the HSP. The Government reserves the right to request a written statement from the HSP describing the method of measurement used to determine the amount of Oily Waste removed from the vessel.

9. The HSP shall follow any environmental regulations required by each country. If the ship concurs with the volume, the ship will pay for the entire amount.

10. The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the HSP's report in writing. The HSP is also responsible to keep all disposal certificates and shall make them available to Contracting Officer upon request.

11. When CHT removal is via barge, The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

In all cases when a ship orders CHT disposal services, the HSP shall invoice and will be paid the for a minimum daily quantity of CHT for providing the disposal services, even if the CHT quantity pumped and disposed that day is less than the 60 CM minimum quantity.

LINE ITEM XX09 - FRESH POTABLE WATER

1. Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

    a. Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See below:

1. Contaminant levels for inorganic chemicals (effective 1 January 1993)

CONTAMINANT	*MCLG (mg/L)* [1]	*MCL (mg/L)*	*AL (mg/L* [2]*)*
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0		.015 [4]
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
TOTAL NITRATE AND NITRITE (AS N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE :	4	4	

(1). Maximum contaminant level goal (MCLG). The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are nonenforceable health goals.

(2) Action level (AL). Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90th percentile" level is greater than 0.015 mg/L).

2. Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 - DICHLOROETHANE	0	0.005
1,1 - DICHLOROETHYLENE	0.007	0.007
PARA - DICHLOROBENZENE	0.075	0.075
1,1,1 - TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.6
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 - DICHLOROPROPANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES (TOTAL)	10	10

3. Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) effective 01 January 1993))

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3- CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S (AS DECACHLORBIPHENYL)	0	0.0005
ALDICARB	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10[(1)]

[(1)]. The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

4. Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites that are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Reference (d) contains sampling requirements for the Navy public water system.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Autoanalysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the multiple-Tube Fermentation (MTF) Technique, and the membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use is included in reference (1).

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, except where the State waives this requirement on a case-by-case basis.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the State may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before, unless the MCL has been violated and the system has notified the State (in which case the State may reduce or eliminate the requirement to take the remaining samples).

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms. Or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements that apply when a sample is fecal coliform-positive.

5. Turbidity The MCL for turbidity applies to both community water systems and noncommunity water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at State option).

b. Five turbidity units (maximum) average for 2 consecutive days.

c. These requirements apply to filtered systems until 29 JUNE 1993. The requirements apply to unfiltered systems that the State has determined, in writing, must install filtration until 29 June 1993 or until filtration is installed whichever is later. After the above dates, consult the latest edition of 40 CFR 141.

6. The MCL for Radiological Contaminants are:

Gross alpha particle activity including radium 226 but excluding radon and uranium	15 pCi/L
Combined radium-226 and radium 228	5 pCi/L
Tritium	20,000 pCi/L
Strontium-90	8 pCi/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

7. Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

b. Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

a. These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at these websites: http://www.epa.gov/OGWDW and http://www.tdh.state.tx.us/bfds. The HSP shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

b. The HSP shall provide for the delivery of fresh potable water to the ships as ordered. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, CERTIFIED METERING DEVICES.

c. Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraphs (2)(a) and (2)(b) above. If the water source does not meet the requirements of potable water, the HSP shall be required to provide water from an alternate approved source at no increase in the contract price.

d. Potable water pierside shall be delivered by pipeline if available. If a vessel is at anchorage SUBLINE ITEM XX09AC applies.

2. The HSP shall be paid based on the ACTUAL METRIC TONS of potable water received on the ship. The Government reserves the right to require a written statement from the HSP describing the method of measurement used to determine the amount of potable water provided to the vessel.

LINE ITEM XX10 – SHIP UTILITY SERVICES

1. SHORE STEAM

a. The HSP shall provide shore steam to the ship. This sub lot line item is performance-based. Shore steam provided to the ship may be provided by any means (boiler or generator) so long as the pressure of steam delivered to the vessel is approximately 100 PSI (standard commercial pressure) and of acceptable quality for the vessel. Pricing for provision of shore steam shall be on a TBD basis and should include the boiler or generator, fuel for the generator, mobilization/demobilization, hoses, and adapters appropriate to the vessel type, and water (where required) for the generator or boiler. This item shall be billed on a daily basis.

2. OIL BOOMS

a. The HSP shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom. Billing for LINE ITEM XX10AA & XX10AB shall be per meter. For example, a 300-meter oil boom would be billed at 300 meters per day.

b. Oil Booms are intended to act as a precautionary measure in case of inadvertent leakage from equipment otherwise in sound operating equipment. Oil booms are also intended to mitigate the environmental damages that may otherwise result from inadvertent leakage. The HSP shall notify the Ordering Activity, upon receipt of a LOGREQ request, if deployment of an oil boom at the proposed mooring location is contrary to host nation or port authority regulation so that the order for the oil boom service can be cancelled. Cleanup and disposal of oil is a port authority function. If the HSP incurs charges for these services, they shall be billed as port tariff items on a reimbursable basis.

3. SHORE POWER (INCLUDES CABLES, CONNECTION, FUEL, AND OPERATORS) 450-480V, 60 HZ

a. The HSP shall provide shore power to the ship using a port-provided, permanent connection system or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels. The HSP shall provide all cables and make all power connections between the generator and ship. The availability of shore power shall be in accordance with the schedule established by the ship.

b. Sub Lot Line Items XX10AC through XX10AG are to be used only if/when shore power provided by port authorities is, for any reason, not available or inadequate.

LINE ITEM XX11 – LAND TRANSPORTATION (PERSONNEL) SERVICES (BUS SERVICE AND VEHICLE RENTAL SERVICE)

1. GENERAL REQUIREMENTS :

a. All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured. The HSP is responsible for delivering all cargo and personnel to the correct location on schedule.

b. If a Government official is designated to drive the vehicle, he or she is required to be at least 21years and meet all requirements for driving in the host nation. The HSP is responsible for passing the information required to register with the local rental company from the Ordering Activity.

c. The HSP shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government shall have the right to reject the vehicle for performance of services. The HSP shall ensure that each vehicle is jointly inspected before and after a trip by the HSP and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

d. If a vehicle is not operable when required under this contract, the HSP shall provide, at no additional expense to the U.S. Government, a replacement vehicle within three (3) hours that complies in all respects with this contract.

2. BUS SERVICE

a. The HSP shall provide air-conditioned bus services on an hourly rate basis and bill under LINE ITEM XX11AA and XX11AB. The hourly rate shall include one driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any additional driver, if required, shall be priced separately. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

b. The HSP shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition when presented for service and shall be free of debris.

c. In the event of a bus breakdown, the HSP shall provide within two hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

d. Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's Ordering Officer.

e. The HSP shall be responsible for ensuring that the HSP and an authorized representative of the U.S. Government jointly inspect before and after a trip each bus. The U.S. Government will not consider any claim for damage to a bus, which has not been inspected.

3. VEHICLE RENTAL SERVICE

a. Vehicle Specifications, Maintenance, and Malfunctions

(i) The HSP shall furnish "new" air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations.

Sedans or SUVs shall have a minimum capacity of four (4) passengers and 1600cc engine.

In the event a "new" vehicle is not available in certain countries, the HSP shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. Vehicles shall be priced on a daily rate. They shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full. The prices for vehicles rented are based upon an assumption that the vehicles will be returned with an empty tank of gas. There shall be no surcharge applied to the commercial price of the fuel. Vehicles can be returned with any amount of gasoline. Ships shall not be responsible for returning the vehicle with a full tank of fuel, and the HSP shall not be obligated to credit the ship for the remaining fuel.

(ii) The HSP shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and be responsible for all emergency repairs and services.

(iii) Should any vehicle break down while in the U.S. Government's possession, the HSP shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than three (3) hours later. The replacement shall take place either at the point of breakdown or at the HSP's

office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the HSP's expense. In addition, the HSP shall be liable for any U.S. Government incurred costs because of the breakdown; such as towing, repair costs, and related transportation expenses because the HSP was unreachable.

b. Substitution of Vehicles

(i) If the HSP does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the HSP shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group B car is ordered but unavailable, and if no other Group B vehicle is available, the HSP shall furnish a higher group vehicle at the price listed for the Group B vehicle originally ordered.
(ii) In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

c. General Description of Vehicle Types

(i) The vehicles shall meet the general description set out below:

Medium-size Sedan (Group “B”): 2 - 4 doors; 4 - 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Executive Sedan (Group “E”): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Passenger Van (Group “M”): 9-passenger capacity; air conditioning; minimum 2000cc engine.

Cargo Van (Group “X”): 12 Cubic Meter volume capacity, air conditioning; minimum 2000cc engine.

d. Insurance and Liability.

(i) The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below.

(ii) The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

(iii) The HSP and any Subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the HSP, its subcontractors, its agents, or employees.

(iv) The HSP shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The HSP shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

(v) Paragraph (iv) shall not be construed as limiting the HSP’s liability to the amounts of the required minimum insurance coverage specified therein.

e. Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. The HSP shall notify the Supply Officer of the infraction and amount cited.

f. Mileage and Deposit Charges. There are no mileage or deposit charges for the vehicles rented under this contract.

g. Time Periods of Rental. Rental time shall begin once U.S. Government employees have taken possession of the vehicle. The daily rate is defined as 24 consecutive hours. If the vehicle is rented with a driver, and if a driver is required during the entire period of rental, no individual driver shall be required to drive more than 8 hours straight. Drivers must not have been driving within the previous 8 hours.

h. Executive Sedan with Driver (Group "Y"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan. This group requires an executive sedan and shall be provided with a driver. Drivers must be familiar with local area, and must speak English. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. No individual driver shall be required to drive more than 8 hours. Drivers must not have been driving within the previous 8 hours. The HSP shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations by the provided driver. The U.S. Government will reimburse the HSP for additional costs in two cases: for highway tolls, and for the driver's overnight accommodation up to $120.00 or equivalent local currency, when required by U.S. Government business such as travel to another city, and upon presentation of an original invoice.

LINE ITEM XX12 - TELEPHONE SERVICES AND COMMUNICATIONS EQUIPMENT

1. Cellular Telephone Services (LINE ITEM XX12AC): Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under LINE ITEM XX12AC. The HSP shall have readily available a minimum of 10 cellular telephones at a given time. Each mobile phone provided shall include an operating manual/instruction with published rates for usage.

2. Landlines (LINE ITEM XX12AA): Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Installation charges shall be inclusive of all costs for installation and removal of landlines. Usage charges and port tariff fees associated with landline connections (LINE ITEM XX12AB) will be the actual charges computed in accordance with the local or national tariff.

3. The HSP shall provide pre-paid International Calling Cards for official use (LINE ITEM XX12AE).

LINE ITEM XX13, XX14, XX15 - FORCE PROTECTION BARRIERS, PERSONNEL, AND SUPPLIES

1. Only the ship’s Commanding Officer, the ship’s Supply Officer, or the FISC Yokosuka Contracting Officer is authorized to order Force Protection (FP) services under this contract. If any other activity or individual attempts to order FP services (e.g., NCIS, DAO, etc), the Husbanding Service (HSP) Contractor is required to immediately inform the ship and receive a proper order prior to beginning performance of these services.

2. The HSP is responsible for providing and coordinating the FP services described in paragraphs 2-6 and 8-15 as part of their Husbanding Services under Lot Line Item XX01. The HSP shall develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HSP must coordinate all aspects of FP planning and services with Port Authorities, host

nation agencies, and U.S. Embassy security staff. If the host nation is supplying FP assets the HSP must verify they are available and are scheduled to show up on time.

3. The HSP will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer. The HSP shall not add any requirements without prior approval.

4. The HSP is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Yokosuka Contracting Officer. The HSP must explain what the added FP service will include and why it has been requested. The FISC Yokosuka Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HSP will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

5. FP is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, having the objective of improving security to personnel and ships while in port. FP services or supplies may be provided by the host nation at no cost or may be billed at the public tariff rate. The HSP is required to verify what services will be provided by the host nation. For the services that cannot be provided by the host nation, the HSP is required to arrange these services by obtaining them from commercial sources at the prices indicated in the pricing schedule.

6. The HSP shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HSP's written policy shall describe the required measures to protect ship schedule information.

7. The HSP shall provide as many services identified below as ordered by the ship or FISC Yokosuka Contracting Officer. These services do not include other related services not listed, but may be required and separately ordered to attain a higher level of security in a port.

8. Personnel providing force protection services must be responsive to instructions from the ship. This does not authorize force protection personnel to violate any local regulations, any Port Authority ordinances, or local decrees. The equipment and material used for the force protection services will be inspected by the ship's force to ascertain that they meet force protection requirements.

9. Access Points: The HSP shall establish a single entry and exit point to the pier area.

10. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

11. Personnel Identification: The HSP shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

12. Background Checks: The HSP shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations. The HSP shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers. The HSP shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The HSP shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing. In addition, the HSP will be required to provide vetting services for third party contractors such as DLA-Engery contractors.

13. Access Lists: The HSP shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

14. Inspections: The HSP shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

15. Stand-Off Distances:

    a. Objects: To the maximum extent practicable the HSP shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

    b. Unloading Zones: To the maximum extent practicable the HSP shall establish unloading zones at least 400 feet (125 meters) away from the ship.

    c. Warning Signs: The HSP shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

        i. Sign Specifications:
            1. Language: Must be in the local language(s) as well as English.
            2. Wording: Must state "Restricted Area, Do Not Enter"
            3. Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
            4. Color: Yellow or white with black lettering
            5. Visibility: Must be highly visible from a distance of 400 feet (125 meters)
            6. Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

16. The unit price for force protection services shall include all costs associated with providing transportation, mobilization/installation and demobilization/de-installation, or arranging the requested services below unless the transportation, mobilization/installation and demobilization/de-installation is identified as a separate Lot Line item number. The HSP's invoice shall set forth the unit of issue identified for each service, total quantity ordered for each service, unit price, and the total price.

17. The force protection services that the ships may order if included on the contract schedules are:

    (a) Jersey-type security barriers and CONEX box barriers capable of stopping a vehicle (automobile). (Price per meter per day)
        (i) Concrete barriers
        (ii) Water filled barriers (completely filled with water). Price must include water.
        (iii) CONEX box barriers.

    Mobilization, installation and demobilization will be billed under a separate contract line item number.

    (b) Unarmed security guard to control vehicle and personnel access to pier. (Price per guard per hour)

Must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival.

(c) Floating Line of Demarcation (LOD) at pierside, equipped with anchors and lighting (for night visibility). (Price per meter per day) The floating LOD must be anchored at least 30 meters from ship. Oil booms are acceptable. Mobilization, installation and demobilization will be billed under a separate contract line item number.

(d) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities. Continuous coverage is required for the period of performance ordered by the ship or by the Contracting Officer. (Price per patrol craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(e) Unarmed and manned motorized patrol craft, approximately 5-10 meters in length, with own radio to communicate with ship and local authorities, to escort ship from pilot pickup point to mooring location. (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(f) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities, on call (available within 15 minutes). (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(g) Tire-shredding strips, equipped with metal spikes, to be placed across the entry to pier access. (Price per one strip per day) Must be capable of disabling a vehicle, which drives over the strips in the wrong direction. Strips must be at least one meter in length.

(h) Metal pedestrian-control fences. (Price per 2x2 meters fence per day) Must be at least two (2) meters high, two (2) meters wide, and sturdy enough to withstand wind and other inclement weather.

(i) Signs in host nation language. Signs shall be at least one (1) meter long and a half (1/2) meter wide, with lettering at least 10 cm high. (Price per sign per day). Each sign is to read: "Controlled area. Unauthorized entry prohibited." Signs shall be legible, on a sturdy material that will not fade, run, or be ruined due to inclement weather (plastic material preferable). Signs shall also be written in fluorescent paint/material or be lighted, so they can be seen at night. Signs shall have some type of securing means on them, such as a hole punched in each corner, to use wire to secure sign to fence.

(j) Portable fluorescent lighting capable of illuminating 300 meters by 100-meter area. The HS Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port’s installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting. (Price per portable unit per day)

(k) Weather resistant guard shacks, capable of holding at least two persons. Guard shack shall be enclosed, and shall have, at a minimum, one door and one window. Please indicate guard shack measurements. (Price per unit per day).

(l) Hand held metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition (Price per unit per day)

(m) Walk-through metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(n) Trained metal detector operators. (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(o) Hand held explosives detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day).

(p) Walk-through explosive detector, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(q) Trained explosives detector operators, (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(r) X-ray baggage scanning machines, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(s) Trained X-ray baggage scanning operators (Price per hour per operator). Operators shall search host national baggage. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(t) Explosives disposal-trained diving services capable of inspecting pier before ship arrival. Must have obtained all applicable licenses and/or certifications from host nation prior to diving. (Price per hour)

(u) Battery operated bullhorns, new batteries included. (Price per unit per day)

(v) Sturdy tables with dimensions of at least two (2) meters long and one (1) meter wide, with four folding chairs. (Price per unit per day)

(w) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and open on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(x) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and closed on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(y) 800 MHz radios. Must be in excellent condition, and battery operated, with batteries included. (Price per unit per day)

Note: If the FP services required in support of the port visit are not included as pre-priced items in the contract schedules, paragraph D.5. of the PWS applies.

LINE ITEM XX16 - PORT HANDLING COSTS

1. PAINT FLOAT

a. The paint float shall be no less than 5M in length but, in all cases, large enough to provide a safe and stable working platform for the occupants. Scaffolding may be of any height less than 3.5M from the deck, so as to provide a working platform at least 4M from the waterline. The paint float shall be equipped with suitable self-fendering to prevent damage to the ship. The price of these fenders shall be included in the quoted price of the paint float. If sea state, weather, or other conditions, to include but not limited to the

configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. Rails shall be no less than 1M from the working platform. The working platform shall be equipped with anchor points for harnessing. The Ordering Activity shall be responsible for providing safety harnesses, for obtaining permission from local authorities prior to all work on the paint float, and for cleanup/disposal of all hazardous material generated or released outside the paint float. The HSP shall notify the Ordering Activity of local regulatory requirements concerning paint floats, assist the Ordering Activity in submitting requests and passing required documentation to the local authority where permission is required to work on the paint float, and arrange for required cleaning of the paint float upon return. The ordering activity is responsible for securing the paint float from the time custody has been transferred to them until returned to the HSP or the ship departs, whichever is earlier.

2. MATERIAL HANDLING (UP TO 150 LBS)

a. The HSP shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

b. The HSP shall use counter-to-counter delivery and charge by each Bill of Lading. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

c. Shipping documents shall be labeled "SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HSP.

d. The HSP shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel. The HSP shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

e. The HSP shall receive the package from the ship and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

f. The HSP shall deliver the package to the ship the day of arrival in port or the following morning. The HSP shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

g. The HSP shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HSP shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

3. MANLIFT (WITHOUT OPERATOR)

a. The HSP shall provide a manlift (without operator) and a full fuel tank. The HSP shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning. The HSP shall conduct training on safety and operating procedures for ship personnel. The HSP shall maintain documentation of ship personnel acknowledgement of the training.

LINE ITEM XX17 - COST REPORTING

LINE ITEM XX17AA - LogSSR Reporting

Upon award, the HSP shall utilize the LogSSR to submit all reports and documentation related to the husbanding

order. LogSSR can be accessed through the NAVSUP One Supply website at https://www.navsup.navy.mil/onesupply, redirected through www.navsup.navy.mil/logssr or directly at the official website of https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(1) LogSSR access and input.

(a) At the start of the contract period of performance, the HSP shall begin to enter the final itemized port cost information for every order under this contract directly into the LogSSR database (Actual Cost Report) and email all corresponding documentation (LOGREQ, Initial Cost Estimate Report, validation of submission of cost estimate, final invoices, and supporting documentation required by the contract). External Certification Authority Public Key Infrastructure (ECA PKI) is not required for entry, but no access to the HSP's information is accessible unless obtaining an ECA PKI.

(2) LogSSR functionality.

(a) This system is designed to gather all reports and documentation related to ALL ordering activity e.g. a ship's visit, beginning with the Initial Cost Estimate (referred to in this solicitation as the 'pre-arrival cost estimate') to the Actual Cost Report. All supporting documentation will be submitted by email to navsup_hq_logssr@navy.mil in PDF format (Adobe Acrobat) when the port visit information is entered into LogSSR. Although the pre-arrival cost estimate is a separate reporting requirement, a copy of this report shall also be submitted as part of the Actual Cost Report documentation described in paragraph (b) below. The Documentation is discussed below:

(b) Actual Cost Report:

(1) The HSP shall create the Actual Cost Report in the LogSSR website directly, **within seven (7) calendar days from completion of the ship's visit**. The HSP shall also send a copy of the order (i.e. SF 1155 or 1449), a copy of any Initial Cost Estimates, a copy of the LOGREQ, and all HSP and any sub-contractor invoices and supporting documentation required by the contract as PDF files to the LogSSR email address of **navsup_hq_logssr@navy.mil** and to the email address specified at the time of contract award for each region concurrent with the creation of the Actual Cost Report in LogSSR. The HSP shall identify the line items as actual or estimated. This option is for those line items where the HSP has not received the actual invoice before the ship leaves port, i.e. telephone bills. The HSP shall include ALL port costs paid by each ship for which the HSP provides husbanding services. Email submissions should be limited to no more than 10 MB per email (multiple emails authorized if needed) and reference the port visit identification number in the subject line (received when a port visit is submitted).

(2) For ships or ordering activities that do not have disbursement capabilities, the HSP shall send the signed DD Form 1155, invoices and the additional documents required clearly indicating that a payment is pending to email address husbanding@fe.navy.mil and to the LogSSR email address of **navsup_hq_logssr@navy.mil.**

(3) Any changes to an Actual Cost Report (i.e. finalize the charges made on an estimated amount) shall be forwarded by e-mail to and to the email address husbanding@fe.navy.mil and to **navsup_hq_logssr@navy.mil** email account as PDF file within seven (7) calendar days of the change. The email must contain a summary of the changes. The FISC contracting office will update changes to the LogSSR.

(4) The Actual Cost Report and supporting documentation will be visible in the LogSSR website by the government personnel with validation authority. Final reports of an HSP representative can be accessed through the website only by obtaining an ECA PKI that will provide access only to the HSP's submitted information.

NOTE: Before submission of reports or any other data to the FISC Contracting Office via electronic transmission or any other data media, the HSP shall scan all documents with current anti-virus software to ensure computer virus

free transmission. The LogSSR server scans all reports for computer viruses before inclusion in the databases. Any reports received containing computer viruses will be immediately deleted and not necessarily returned to the HSP.

NOTES:

1. "All data obtained by the Government through the use of LOGSRR during the course of the contract is for the Government's use and shall be treated as 'limited rights' as described in DFAR 252.227-7013(13) after the contract expires".

2. Failure to provide required reports in a timely manner as outlined in the PWS will result in penalties as outlined in the Quality Assurance Surveillance Plan (QASP).

Line Item XX18 - PORT TARIFFS NOT OTHERWISE SPECIFIED

Line item XX18AE – Port Tariff Items

1. Port tariffs (PT) billable under XX18 include all PT items for which a specific sub-line item is not specified in the Exhibit A.

2. The HS Contractor shall also provide all original documents with any invoices for port tariff items which have been provided to the ship for certification by the ship's Supply Officer prior to departure. Invoices for port tariff items not available prior to the ship's departure shall be presented for payment in accordance with OC-1.

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: N4034510RCSG0019

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-11-D-0005	18-Nov-2010		N40345-11-R-0001	07-Oct-2010

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)*

8. OFFER DUE DATE/LOCAL TIME: 02:00 PM 20 Oct 2010

9. ISSUED BY CODE N40345

FISC DET SINGAPORE
DET SINGAPORE
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: NAICS:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE. LTD.
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$24,888.00

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES
- [X] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

REF:

29. AWARD OF CONTRACT: REFERENCE
- [ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(6), (b)(7)(C)

31c. DATE SIGNED: 17-Nov-2010

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) Contract Specialist

TEL: (b)(6), (b)(7)(C)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		1	Lot		NSP

MINIMUM GUARANTEE FOR HS RUSSIA
FFP
THIS LINE ITEM DOES NOT ORDER GOODS OR SERVICES. IT MAY BE ISSUED ON TASK ORDER/DELIVERY ORDER NUMBER 00MG FOR THE SOLE PURPOSE OF RECORDING THE OBLIGATION OF FUNDS ASSOCIATED WITH THE MINIMUM QUANTITY UNDER THIS BASIC CONTRACT.
FOB: Destination
MILSTRIP: N4034510RCSG0019
PURCHASE REQUEST NUMBER: N4034510RCSG0019

MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		24,888	Lot	$1.00	$24,888.00

HS RUSSIA
FFP
SEE ATTACHMENT 2 FOR A COMPLETE LISTING OF ALL LLINS AND SUBLLINS FOR THIS CLIN. THIS BASE PERIOD SHALL BE FOR 12 MONTHS. ALL PRICES ARE FOB DESTINATION AND SHALL BE IN U.S. DOLLARS.

FOB: Destination
MILSTRIP: N4034510RCSG0019
PURCHASE REQUEST NUMBER: N4034510RCSG0019

MAX NET AMT	$24,888.00

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-DEC-2010 TO 30-NOV-2011	N/A	N/A FOB: Destination	
0002	POP 01-DEC-2010 TO 30-NOV-2011	N/A	N/A FOB: Destination	

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

PERFORMANCE WORK STATEMENT

A. DESCRIPTION OF CONTRACTUAL SCOPE

1. The geographic scope and region covered by this contract is Vladivostok, Russia

2. This contract is a Firm-Fixed-Price Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract for the provision of maritime husbanding support. It is not for husbanding agency. The holder of this contract is a U.S. Navy contractor or Husbanding Service Provider (HSP). The holder of this contract is not an agent of the U.S. Navy and does not have the authority to bind the U.S. Navy. Maritime Husbanding Support is defined as: Providing supplies and services as defined in the Performance Work Statement of the contract in support of U.S. Vessels within a port area.

    a. This support is provided by a Husbanding Services provider from a standard list of services under contract.
    b. For items not supported by existing supply chains: e.g. fuel, subsistence, etc.

3. Users authorized to use this contract are United States Navy Commands, United States Marine Corps (USMC), Military Sealift Command (MSC), and the United States Coast Guard (USCG). Other users including the United States Army (USA) shall require specific authorization from the Contracting Officer to use this contract or have a Contracting Officer's Representative designated.

4. This contract is for a period of twelve (12) months and also includes FAR52.217-8 OPTION TO EXTEND SERVICES clause. If the six (6) month extension of performance of services is exercised under FAR 52.217-8, the maximum duration of this contract is 18 months.

5. The HSP shall assure that supplies and services arranged on behalf of the authorized ordering officer conform to the general requirements of the contract in accordance with this PWS. The HSP shall assist the SUPPO or authorized ordering officer with resolving any problems in meeting the requirements.

6. Minimum guarantee for this contract is US$20,000.00 and the maximum value (maximum quantity) of this contract is US$500,000.00.

B. QUALITY

1. The HSP shall provide goods and services at requested delivery times at fair and reasonable prices to ships and other authorized users making port visits, provide continuous oversight of costs and performance throughout the area covered by this contract, and make meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. This contract and PWS do not specify how the HSP is to perform, but instead provide measurable performance standards, which are established in the Quality Assurance Surveillance Plan (QASP) to monitor contract performance during each ship's visit.

2. The percentile goals in the QASP are fixed for each factor. The failure of the HSP to meet the percentile goal for any factor will be investigated and evaluated by the Contracting Officer. The HSP will be given the opportunity to refute an adverse assessment prior to finalizing the metric for a quarter.

C. PRICING – SEE ATTACHMENT 2

1. The services described in this PWS are performance based. All prices as a result of this contract are firm-fixed prices. With the exception of Port Tariffs, pricing for all supplies/services shall, include at a minimum, all necessary equipment, licensed operators, all liability insurance as required by local laws, holiday and overtime costs, customs clearances, mobilization, demobilization, removal, disposal, pre-positioning, staging, vetting of operations, fuel and operating expenses associated with performing the entire cycle to deliver and dispense with the logistic services described in this contract. In layman terms, all services are 'all inclusive' of all pricing variables and contingencies unless specifically stated otherwise in the pricing. These Fixed Prices shall also include performance at night, overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, other inclement weather, or service to tankers and ships carrying explosives. These requirements do not include performance during typhoons except where ships are required to depart in advance of typhoons as part of a typhoon evasion plan. Performance is not required during periods when operations have been suspended by host nation port authorities. The HS Contractor will not be liable for performance delays and will be entitled to payment for services (at the rate quoted in the Attachment 2 schedule for that line item) provided during periods where operations have been suspended by host nation port authorities. The HSP shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the U.S. Government.

2. Fees for Husbanding Services cover regular and overtime labor of contractor personnel supporting the ships plus indirect expenses, including all management, overhead and office expenses as well as profit.

3. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and/or labor is along-side the vessel and capable of operations. For the purposes of this contract, one (1) day is equal to 24 hours and begins with the performance of service. For example, service from 1800 until 1800 the next calendar day is equal to one (1) day of service. In cases where the billing unit is 'day' and a full day of service is not used by the Ordering Activity, the HSP shall be entitled to bill for one day of service. For example, if a sub lot line item with a billing unit of day were ordered and used for 30 hours, the HSP would be entitled to bill for two days of service. In cases where the ship does not arrive at the time specified in the ordering LOGREQ and services are made available based upon the time requested in the

ordering LOGREQ, billing for services may commence at the time requested by the Government unless notice of cancellation is provided by the Ordering Activity or the organization authorized to pass this information on behalf of the Ordering Activity.

4. When the HSP obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list, then the HSP shall be reimbursed for the published price of the item. The HSP shall not be paid an amount in addition to the published price of the item. A copy of the published price list shall be provided to the Ordering Officer or Contracting Officer, if requested.

5. Repositioning is defined as: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions. Where a ship is at anchorage and the Ordering Activity requests repositioning of equipment, the HSP may be entitled to additional fees for repositioning to be determined by use of:

    a. Prior agreement of the Ordering Officer in cases where the total repositioning costs do not exceed $3,000
    b. Prior agreement of the Contracting Officer in cases where the total repositioning costs exceed $3,000.

6. Port Tariffs: The HSP will be fully reimbursed for Port Tariff items. Port Tariffs will apply to those services which are based on Port Tariff rates established and controlled by Port Authorities. English translated copies of the Port Tariffs must be submitted to the Supply Officer of the ship entering a specific Port.

7. Purchase Card Surcharge: The U.S. Government reserves the right to make payment by purchase card. All purchase card surcharges will be identified as a separate entry on each invoice. Surcharges are not authorized for priced items as the fixed price must include the use of the purchase card.

D. SHIPS'S LOGISTIC REQUIREMENTS (LOGREQ)

1. U.S. Navy ships and other activities authorized to pass LOGREQ requirements on behalf of Ordering Officers will provide, via e-mail, a copy of the unclassified "logistics requirements" (LOGREQ) message directly to the HSP. This LOGREQ may include logistical requirements that are pre-priced under the contract and logistical requirements that are pre-priced under the contract. The LOGREQ is an order for logisitical requirements that are pre-priced under the contract. The HSP shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning price performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Operations Officers, and FISC.

2. After receipt of a LOGREQ the HSP shall make such arrangements for pre-priced items as necessary with port authorities, other U.S. Government Contractors, and other commercial firms to provide supplies and services requested. The HSP shall confirm receipt of the ordering LOGREQ (to the activity who provides the LOGREQ to the HSP) within 24 hours. Confirmation of receipt shall be made by email to the activity passing the LOGREQ.

3. The HSP shall furnish to the ordering activity and FISC Yokosuka Contracting Officer a pre-arrival cost estimate in response to the receipt of a LOGREQ. This estimate will be prepared using the **Attachment 2** spreadsheet format, and will include estimated prices for items submitted on the LOGREQ pre-priced in the contract. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff." This estimate shall be provided to the ordering officer and FISC Yokosuka Contracting Officer via email within (48) hours of receipt of the LOGREQ. This report shall also include cost saving or avoidance

recommendations and will explain any anticipated "additional" costs. A LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

4. Ships will not provide force protection requirements in an unclassified LOGREQ message. The activity to which this message is addressed will contact the HSP and pass the ship's force protection requirements for action. The HSP shall confirm with the ship that these force protection requirements received have been actually ordered by the ship prior to beginning performance. The ship's Supply Officer (SUPPO) or Commanding Officer may also request additional force protection requirements not covered by the force protection LOGREQ by email, telephone, or personally upon the ship's arrival. The HSP shall coordinate with the SUPPO before providing any additional force protection. If any other activity or individual orders force protection services (i.e. NCIS, etc) not covered in the ship's force protection LOGREQ provided to the HSP, the HSP is required to immediately inform the ship and receive confirmation prior to beginning performance of these services. Organizations such as NCIS and DAO are not authorized Ordering Officers under this contract unless specific authorization is given by the Contracting Officer, therefore, they have no contractual authority to place orders. Any services provided in this contract ordered by an entity otherwise described in this contract shall be provided at the HSP's own risk and shall result in no additional cost to the government.

5. If a ship requires supplies and services during the course of a port visit that are not included on the schedule of supplies and services at Attachment 2 as pre-priced, (PT(port tariff), TBD, or NSP (not separately priced), the supplies and services will be acquired separately from the contract.

E. ADVANCE LOGISTICS RESPONSE TEAM

1. In the event that a Logistics Response Team for a ship arrives in port prior to a ship's arrival, the HSP will assist the logistics response team by providing logistical support and coordinating all requirements.

2. When the HSP provides support for a Logistics Response Team so that it can perform its mission, the HSP shall bill at the "Subsequent Days" daily rate for husbanding services for each day of support provided "in person" to the logistics response team.

F. INITIAL BOARDING

1. The HSP shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival. All HSP personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port. All correspondence shall be in English. The HSP is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered. Upon initial boarding the HSP shall provide all emergency telephone numbers, i.e. police, hospitals, firefighters, shipboard generated industrial waste (SGIW) disposal and hazardous material (HAZMAT) and oil spill response. The HSP shall visit the ship at least once per day and shall be available on call at all times (24 hours per day, seven days per week) to assist the ship with requirements and to resolve problems.

2. The HSP shall brief the ordering officer(s) about ordered services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HSP shall provide its POC information with 24-hour contact phone numbers.

3. The HSP shall provide the ordering officer(s) with copies of applicable port tariffs and current prices for frequently ordered services, and with any other information provided by other government agencies for distribution. The HSP shall be prepared to take additional ships' orders for supplies or services not placed in the ordering LOGREQ.

G. ORDERING SUPPLIES AND SERVICES AFTER RECEIPT OF A LOGREQ

1. After receipt of a LOGREQ, the HSP must first use Host Nation (HN) services and supplies that can be provided free of charge by the host nation. If services and supplies are not available free of charge from the host nation, they must be provided if within the scope of this contract. The Contracting Officer will be notified if there is a question regarding the scope of the contract. U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or, if the port-provided supplies and services are less expensive than similar services provided by the HSP or its subcontractors, or finally provide it themselves to include subcontractors. Where the reasonable cost of mobilization/demobilization for U.S. Government owned equipment exceeds the quoted price of the sub lot line item it is intended to replace, the HSP shall use the least cost alternative to meet the requirement. If, for any reason, an item that would otherwise be provided by the Government, host nation, or port authority is not available, that item shall be provided by the HSP at the price quoted in the **Attachment 2** pricing schedules.

2. Passing Requirements to other U.S. Government agencies or contractors: The HSP may be required to coordinate and pass orders on behalf of the ship, to include transmission via fax or e-mail, to other U.S. Government Supply Chain agencies or contractors holding U.S. Government contracts (e.g., Defense Supply Center Prime Vendor (DSCP) or DLA-Energy for various supplies and services required. Any disputes or discrepancies arising from the order will be resolved directly between the ordering officer and the other agency or Contractor(s).

3. Money Exchange Services: The HS Contractor shall arrange for authorized moneychangers to exchange U.S. dollars for ship personnel into local currency. Money Exchange services shall be made available onboard ship to crewmembers at least two hours daily with buy-back service on the day before the ship's departure. The moneychangers may include a commission of not more than plus or minus 1.5% difference from the Official Exchange Rate. A locally-available and verifiable currency exchange rate may be used as the Official Exchange Rate. Verification of the exchange rate shall be provided to the Ordering Activity at the time of service. The HS Contractor shall maintain adequate records justifying its basis for determining the Official Exchange Rate and shall make those records available to the U.S. Government upon request. This Official Exchange Rate will be used for financial conversions not covered by payments in U.S. dollars.

4. Laundry Services: The HS Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Laundry and dry cleaning services that are required by the ship from the laundry and dry cleaning vendor will be ordered from the vendor by the ship. Payment for services will be made by the ship to the vendor rather than through the HS Contractor. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure. The HS Contractor shall assist in resolving vendor billing discrepancies.

5. Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

6. Immigration, Customs and Visa: The HS Contractor shall assist ship personnel with immigration, customs and visa requirements into the country of the port visit.

7. Medical Emergencies: If requested, the HS Contractor may be required to make arrangements for emergency medical treatment of ship's crewmembers while the ship is in port. In cases where a member is airlifted into a port by the ship, the HS Contractor, in coordination with the U.S. Consulate/Embassy, will arrange for proper medical care until the member can be returned to the ship, or evacuated to the United

States. If there are costs associated with arranging these services, the HS Contractor shall obtain approval from the SUPPO/Contracting Officer prior to providing the support.

8. The HS Contractor shall facilitate the ship's timely departure. The HS Contractor shall provide timely invoices of provided services and supplies to the Supply Officer at the time of the pre-sailing visit. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided. The HS Contractor shall remove all provided equipment.

9. The U.S. Government will not pay the HSP for any personal requests from individual crewmembers, whether military or civilian.

    a. Morale Welfare and Recreation (MWR) Services: The HSP may be required to assist the ship in booking MWR trips, tours, hotel accommodations, or other MWR type items

    b. If another U.S. Navy authorized Information, Ticket and Tours (ITT) contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If awarded, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

10. Pre-Departure Visit / Bill Payment: The HSP shall schedule a visit to the ship one day prior to its departure date in order to present invoices which can be validated, accepted and certified for payment. Written receipt for acceptance of all goods and services shall be obtained during this visit. The ordering activity shall provide a check for all **finalized** invoices prior to departure where the content of the invoice is not disputed. The HSP shall obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure. The HSP shall relay at that time any late information on pilot and tug schedule changes and any additional information applicable to the ship and its departure.

H. UNIQUE / PARTICULAR SITUATIONS

1. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within 3 days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back on Saturday, Sunday or Monday, it will be charged subsequent day fees. If the ship comes back Tuesday, it will be charged the first day rate).

2. If a ship comes into port and does not notify the HSP or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days as applicable.

3. The HSP is required to be able to simultaneously husband ten (10) separate ships throughout the Region, to include two (2) large ships in a single port simultaneously (e.g., two aircraft carriers).

4. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HSP shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office.

5. Short Notice Orders: If orders are issued less than 48 hours prior to the required time for the start of performance, the HSP shall use its best efforts to provide the required supplies and services in accordance

with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

I. CANCELLATION OF ORDERS

1. Unless otherwise provided herein, in the event an order, or any portion of an order, is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. If several deliveries are required to satisfy an order or portion of an order, i.e., garbage pick-up and disposal on each of five days, then the 48-hour notice period shall be computed from each of the required delivery dates. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled "Termination for the Government's Convenience (FAR 52.212-4)", of the clause entitled "CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS."

2. In rare cases, when ordering items requires long lead times, the Government may apply the Termination for the Government's Convenience clause as referenced above even though an order was cancelled prior to 48 hours before a required delivery.

3. In every case, the HS Contractor is responsible for taking all necessary steps to mitigate the U.S. Government's damages or termination costs. As part of its mitigation, the Government reasonably expects that the HS Contractor shall consider these cancellation rights as it enters into agreements with its subcontractors and suppliers.

Note: Although a supply or service may be described as part of the line item descriptions, the only items that are being acquired under the contract are the supplies and services that are listed on the price schedules for each lot.

J. LINE ITEM DESCRIPTIONS –

LINE ITEM XX01 - FIRST DAY/SUBSEQUENT DAY HUSBANDING SERVICES (ANCHORAGE AND PIERSIDE)

1. The HSP shall provide husbanding services to ships visiting the ports in the Region covered by this contract. Line Item XX01 requires that the HSP perform all services and provide all supplies necessary to fully comply with the tasks and responsibilities described at paragraphs A-H above unless a task or responsibility is specifically included in a separately-priced Line Item below. The HSP's responsibilities under these Line Items start prior to the arrival of the ship and continue after the ship's departure.

2. The husbanding fee is based on the First Day and Subsequent Day(s) of the ship visit. A husbanding fee may be provided to the HSP for services rendered prior to the ship's visit, i.e. assistance to the ship's logistics response team.

3. The HSP is responsible for providing and coordinating the FP services described in paragraphs 2-6 and 8-15 of the PWS description for Line Items XX13, xx14, and xx15 as part of their Husbanding Services under Lot Line Item XX01.

LINE ITEM XX02 - TRASH REMOVAL

1. Trash removal service is the collection and disposal of refuse (i.e., trash) including liquid, semi-liquid, or solid garbage. Refuse does not include explosives and incendiary waste, or waste contaminated by medical and radiological processes.

2. The HSP shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse.

3. For ships at pier side, the HSP shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulation, or barges alongside the ship. The HSP shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.

4. For ships at anchorage, the HSP shall remove trash at the times agreed to by the HSP and Supply Officer. For trash collection at anchorage, the trash barge shall be available 24 hours a day (when not contrary to law or port regulation) with suitable self-fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

5. For trash collection by barge, the HSP shall provide trash barges/scows (with tug service if barge is not self-propelled) for ships at anchorage. The barges shall be completely empty at time of arrival at the ship. In situations where an empty barge is not available, the HSP shall provide a system to measure the volume of trash deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of the trash. The HSP shall have ready access to sufficient barges and equipment to support multiple ships at anchorage simultaneously. The barge's crew shall be entirely responsible for the tending of lines and for barge's security. The movement of trash from the ship to the barge shall be performed with care by the ship's sailors.

6. In instances of bad weather or emergency where the ship must depart on short notice, the HSP shall remove barges within four hours of being directed to do so by the ship. Should a vessel with a trash barge alongside experience an emergency where the ship must depart, the SUPPO will advise the HSP at least four (4) hours in advance for the barge pick-up.

7. The HSP shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The HSP is also responsible to follow any environmental regulations required by each country. The HSP is required to keep all disposal certificates and shall make them available to the Contracting Officer upon request.

8. Refuse containers, when used and when emptied, shall be returned to their original position with the lids (if any) replaced thereon.

9. The HSP shall be paid based on the ACTUAL CUBIC METERS of trash removed.

10. Where trash is required to be segregated, the Ordering Activity shall be required to segregate the material at the time of disposal. The HSP shall be responsible for providing separate containers for each vessel, clearly marked with the required categories and for informing the Ordering Activity, upon arrival, that segregation is required. If the Ordering Activity does not segregate trash as required, the HSP shall inform the Ordering Activity and Logistic Support Representative (LSR) prior to departure and bill for the cost of trash segregation within 48 hours after the vessel's departure.

LINE ITEM XX03 – FLEET LANDING

1. When ordered by the ship, the HSP shall furnish services/supplies for the fleet landing area. The following is a list of the basic supplies and services that a ship may need.

2. FLEET LANDING. HSP shall provide the sub-line items specified in this Line Item and shall provide a unit price for each sub-line item. The unit price shall be per day for each item. Mobilization/demobilization charges shall be included in sub-line item price. Fleet Landing services include the following:

    a. PORTABLE TOILET UNIT SERVICES. The unit price shall be for a single commode and one (1) urinal. The daily rate shall include pumping and cleaning as many times as necessary to ensure clean, sanitary condition and providing all chemicals, cleaning products and toilet paper. The HSP shall check toilet facilities at least every six (6) hours to ensure cleanliness.

    b. PORTABLE ELECTRIC GENERATORS. The HSP shall provide a portable, gasoline powered, electric generator capable of supplying power to portable lighting and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). Generator shall be at least 5KW with circuit breaker protector. Daily rate includes fuel, oil, and necessary consumables to operate the generator, transportation, set-up, dismantling and labor.

    c. Chairs (each per day)

    d. Long tables - approximately 2 meters in length (each per day)

LINE ITEM XX04 – BROW SERVICES

1. BROWS

    a. Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The HSP shall provide the brows specified in the schedule as ordered by the ship. A range of brow sizes is provided in each of the sub lot line items of lot line item XX04. All brows provided by port authorities, host nation, or US Government shall be billed at cost as port tariff items. Mobilization, demobilization, setup and placement shall be included in the proposed unit price of all XX04 sub lot line items.

    b. Due to the height difference between the submarine deck and pier, the HSP provided submarine brow must afford personnel a smooth and safe transit when entering or exiting the submarine deck. The submarine brow must be capable of supporting shore power cables without damaging the cable.

2. MOBILE CRANE SERVICES

    a. The HSP shall provide mobile crane services (shore crane) with operator(s). The HSP shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HSP shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each mobile crane ordered.

    b. Crane services under this Line Item are for land cranes only.

3. FORKLIFT SERVICES

    a. The HSP shall provide forklift services with operator(s). The HSP shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times

requested. Upon the Supply Officer's request, the HSP shall provide information concerning forklift/lifting capacity. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HSP shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered.

LINE ITEM XX05– SHIP MOVEMENT SERVICES (PILOTS, TUGS, LINEHANDLERS)

1. The HSP shall arrange pilots, tugs, and line handlers as ordered. The HSP shall coordinate with port authorities, as necessary, to ensure that the services are available at the times requested. It should be noted that the port authority or other authorized sources provide these services, and are, therefore, to be priced in accordance with current tariff rates.

2. The HSP shall provide tugs to bring ships to and from berthing locations. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

LINE ITEM XX06 - WATER FERRY/TAXI SERVICES

1. The HSP shall provide water taxis to transfer ship personnel to and from the ship and the fleet. At the commencement of service, the HSP is required to advise the ship of scheduled breaks and any changes to the taxi service schedule. The HSP shall provide water taxi service when the vessel is expected to be at anchorage for twenty-four (24) hours or more. Water taxi service shall be always available, with the exception of inclement weather, during the two (2) one-hour meal breaks and during refueling.

2. Taxi water service shall include a minimum of two (2) qualified operators (a driver and one other operator), any other helpers or crew members required by local authorities, all insurance, fuel, holiday surcharges, overtime, and other operating expenses. Operator qualifications are set forth in paragraph (14) below.

3. Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the ship. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection. The HSP shall be entitled to a six (6) hour minimum rental fee in cases where actual usage is less than six hours per day.

4. If the HSP cannot provide the size of water taxi ordered, the HSP shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event the ship will be charged for the size of the water taxi ordered. For example, if one (1) 250-pax water taxi is ordered and is not available, then two (2) 125-pax water taxis shall be provided for the rate of one (1) 250-pax water taxi, if acceptable to the Ordering Officer.

5. The HSP shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the port or the country in which the port is located. Apart from compliance with local laws and regulations, the HSP shall meet all additional requirements as set forth throughout the PWS. Water taxi shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, and fitted for service required. Further, water taxi shall be in a clean condition when presented for service and shall be free of debris.

6. Each water taxi shall be equipped with at least one clean and serviceable life jacket for each passenger and crewmember, and all jackets shall be stowed in a readily accessible place.

7. Except as otherwise specified herein, the service shall include all equipment needed to transport personnel between the vessel anchored in the outer harbor, or in the inner harbor, fleet landing, or any designated pier or berth within the port. If it becomes necessary to change the landing point of the water taxi (pier or berth) within the port, the HSP shall dock at the new landing point. In the event this occurs, it will be considered to be a "Change" to the contract.

8. All water taxis used by the HSP shall provide overhead covering.

9. Before the commencement of any services under this contract, the HSP shall make the water taxi available to the Ordering Vessel's Commanding Officer or designated representative for inspection.

10. The following information shall be conspicuously posted in each water taxi shall be in English and the language of the country in which the port is located:

    a. Current operator's/captain's license.
    b. Passenger/weight capacity limits notice.
    c. Location of life jackets and other life saving equipment.
    d. Location of all exits indicated in large letters.
    e. Emergency procedures.

11. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

12. The consumption of alcoholic beverages shall not be permitted aboard the water taxi.

13. Operator Qualifications: All personnel or employees of the HSP operating water taxis, shall have all certification required and issued by the law of the country in which the port is located for the operation of the type, class, or size of water taxi being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the water taxis are to be operated to ensure the water taxis are operated in a safe and seaworthy manner. At least one operator on each boat must speak English.

14. Security: During the term of this contract, the ship(s) to be serviced will provide adequate and sufficient security personnel for maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the ship's Commanding Officer or designated representative. When such naval personnel are embarked in a HSP-operated water taxi, he will be responsible for the good order and discipline of naval personnel.

15. In the event of a water taxi breakdown, immediately prior to, or during a trip, the HSP shall immediately provide a replacement water taxi that complies in all respects with this contract, at no additional cost to the U.S. Government. If a water taxi is not operable when required under this contract, the HSP shall immediately provide at no additional expense to the U.S. Government, a replacement water taxi which complies in all respects with this contract.

16. Any personal articles or items found on the water taxi after completion of each trip shall be turned over to the ship's Security Officer or his direct representative.

17. To verify a claim by the HSP for any damage or destruction caused by the U.S. Government, it shall be the responsibility of the HSP to ensure that the water taxi is jointly inspected before and after each trip by the HSP and an authorized representative of the U.S. Government.

18. When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

19. Inspection and acceptance criteria for water taxi services. The Commanding Officer or his designated representative of the ARMY/USS/USNS/USCG ship shall inspect and accept all liberty boats/water taxis prior to transporting any personnel. Each order for liberty boat/water taxi services is made on the basis that the request is to be considered a final order/obligation of the US Government only after each water taxi has been inspected and accepted by the ship's representative. The ship's Commanding Officer is solely responsible for the safety of his crew and the subsequent acceptance of liberty boat/water taxi services. The following features or components may be inspected prior to acceptance. The following items must be functional and in safe operating condition:

a. HULL
    i. Watertight integrity of weather decks, bulkheads, watertight closures and interior hull structure.
    ii. Superstructure (including masts and stacks).
    iii. Railings, bulwarks and their attachment to hull, especially guardrails and lifelines.
    iv. Provisions for drainage of seawater from exposed decks.

b. MACHINERY
    i. Main propulsion and auxiliary machinery essential to operation of craft.
    ii. Sea and bulkhead closure valves.
    iii. Bilge suction strainers and dewatering systems bilge pumps to be tested by operation.
    iv. Bilges free of flammable liquids.

c. ELECTRICAL
    i. Cables.
    ii. Navigation, deck and emergency lighting.
    iii. Rotating electrical machinery, e.g., generators and motors.
    iv. Storage batteries.

d. LIFESAVING EQUIPMENT
    i. Life preservers sufficient number for maximum capacity of craft, accessible and in satisfactory condition.
    ii. Life raft(s) and hydrostatic release (where applicable) sufficient for maximum capacity.
    iii. First aid kits, life rings and distress lights.
    iv. Distress signaling devices.

e. FIRE FIGHTING EQUIPMENT
    i. Fire pump passes fire pump pressure test.
    ii. Portable fire extinguishers (eg. CO2 cylinders)

f. STEERING APPARATUS

g. MISC SYSTEMS AND EQUIPMENT
    i. Harbor charts.
    ii. Ground tackle and mooring lines.
    iii. Whistle/fog horn, bell.

iv. Compass.
v. Radar.
vi. 2 way radio capable of bridge to bridge communications.
vii. Current licenses.

20. The HSP shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for U.S. Government review and inspection.

LINE ITEM XX07 – GENERAL CHARTER & HIRE ITEMS

1. YOKOHAMA OR COMPARABLE TYPE FENDERS

a. The HSP shall furnish Yokohama or comparable type fenders for all classes of ships in accordance with the Schedule of Supplies and Services. Fenders provided shall be appropriate and safe for the class of ship and pier configuration. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee PER Yokohama or comparable type fender. All costs associated with installation, and removal of one fender, as well as round trip costs associated with transport of the fender from another port or storage location, if required, are to be included in the proposed line item price.

b. Rental is on a daily (24-hour) basis, per fender. The HSP shall be responsible for securing the fenders to the pier.

c. The HSP shall provide fenders with a minimum of two (2) mooring lines.

2. CAMELS, BREASTING, AND FENDERING BARGES

a. The camels shall be flat surface platforms to be placed alongside the pier and sufficiently capable of breasting the ship away from the pier or from other ships.

b. The HSP shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3. LANDING BARGES

a. The landing barges shall be flat surface barges for positioning at the stern or side of the vessel to serve as a loading/unloading platform for water taxi personnel or cargo; they shall not interfere with the operations of the ships' elevators or other equipment. Although landing barges are primarily used for class IV and V vessels, they may be ordered for use with any class vessel.

b. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

4. OILY WASTE REMOVAL (TRUCK AND BARGE)

a. Oily Waste is defined as any liquid petroleum product mixed with wastewater and/or oil in any amounts, which, if discharged overboard, would cause or show sheen on the water. The HSP shall dispose of any combination of oily waste and grey water as oily waste.

b. Oily Waste is measured by Cubic Meter (1CM = 264.2 Gallons). The HSP shall submit, as an attachment to the invoices for disposal services, a document verifying the quantity collected and the name of the disposal plant where the oily waste have been or will be disposed.

c. The HSP shall comply with the environmental requirements of each country where oily waste is disposed and shall be liable for any costs incurred as a result of the HSP's failure to comply with such requirements. The HSP shall keep all disposal certificates and shall make them available to the Contracting Officer upon request. If the ship concurs with the volume, the ship will pay for the entire amount.

d. Oily Waste Removal involves the collection of Oil and Aggregate Water generated by the ships. The requiring vessel will pump this waste into HSP-provided tanks or barges. The HSP shall provide all equipment and facilities required to remove oily waste, including hoses and connections compatible with the ship being serviced. The HSP shall provide hoses of sufficient length from equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

e. In all cases when a ship orders oily waste disposal services, the HSP shall invoice and will be paid the for a minimum daily quantity of 60 CM for providing the disposal services, even if the oily waste quantity pumped and disposed that day is less than the 60 CM minimum quantity.

f. In the event the HSP subcontracts oily waste disposal, the HSP shall be liable for any costs incurred as a result of the disposal operator's failure to comply with local requirements.

g. The HSP shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed. The Government reserves the right to independently verify the volume of discharge using certified flow measuring devices. The Government reserves the right to request a written statement from the HSP describing the method of measurement used to determine the amount of Oily Waste removed from the vessel.

h. When removal is done via barge, the HSP shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. The HSP shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements.

5. INTERPRETER SERVICES

a. The HSP shall provide interpreter services when ordered. The interpreter shall be fluent in both spoken and written local language and English.

6. PRATIQUE

a. The HSP shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

7. STEVEDORE SERVICES

a. The HSP shall provide stevedores for general labor. Billing shall be at the hourly rate for worker.

8. PORT DUES

a. In some countries, the port authority or concessionaire charges port dues to the visiting ship. The port dues may be based on the length or based on the gross tonnage of the ship. Only 'FINAL' invoices will be accepted for payment.

LINE ITEM XX08 - COLLECTION, HOLDING, AND TRANSFER (CHT)

1. The HSP is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships throughout the area covered by this contract. The HSP shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The HSP shall be responsible for the supervision of the collection, transportation and disposal services to avoid any overflow of waste on the barge and at the pier. Services shall commence upon ship's arrival whether, at anchor or pierside. The HSP shall pre-position CHT barges, when necessary, in accordance with force protection or other requirements.

2. The HSP shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3. The HSP shall remove sewage from the ship in HSP-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

4. The HSP shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT. The Government reserves the right to use its own metering device to verify measurement of sewage discharge.

5. The HSP shall provide CHT hoses of sufficient length from HSP equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6. The HSP shall properly dispose of all sewage whether by pier-side or at anchorage.

7. The CHT service shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the HSP shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT.

8. The HSP shall submit, as an attachment to the invoices, a document (certified by the ship's personnel) that indicates the quantity collected and the name of the disposal plant where the CHT will be disposed. The Government reserves the right to independently verify the actual volume of CHT discharged using a certified flow measuring device provided by the HSP. The Government reserves the right to request a written statement from the HSP describing the method of measurement used to determine the amount of Oily Waste removed from the vessel.

9. The HSP shall follow any environmental regulations required by each country. If the ship concurs with the volume, the ship will pay for the entire amount.

10. The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the HSP's report in writing. The HSP is also responsible to keep all disposal certificates and shall make them available to Contracting Officer upon request.

11. When CHT removal is via barge, The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

In all cases when a ship orders CHT disposal services, the HSP shall invoice and will be paid the for a minimum daily quantity of CHT for providing the disposal services, even if the CHT quantity pumped and disposed that day is less than the 60 CM minimum quantity.

LINE ITEM XX09 - FRESH POTABLE WATER

1. Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

   a. Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See below:

1. Contaminant levels for inorganic chemicals (effective 1 January 1993)

CONTAMINANT	*MCLG (mg/L)* [1]	*MCL (mg/L)*	*AL (mg/L* [2]*)*
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0		.015 [4]
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
TOTAL NITRATE AND NITRITE (AS N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE :	4	4	

(1). Maximum contaminant level goal (MCLG). The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are nonenforceable health goals.

(2) Action level (AL). Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90th percentile" level is greater than 0.015 mg/L).

2. Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	***MCLG (mg/L)***	***MCL (mg/L)***
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 - DICHLOROETHANE	0	0.005
1,1 - DICHLOROETHYLENE	0.007	0.007
PARA - DICHLOROBENZENE	0.075	0.075
1,1,1 - TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.6
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 - DICHLOROPROPANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
TOLUENE	1	1
XYLENES (TOTAL)	10	10

3. Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) effective 01 January 1993))

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3- CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S (AS DECACHLORBIPHENYL)	0	0.0005
ALDICARB	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE		0.10[(1)]

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		

(1). The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

4. Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites that are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Reference (d) contains sampling requirements for the Navy public water system.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Autoanalysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the multiple-Tube Fermentation (MTF) Technique, and the membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use is included in reference (1).

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, except where the State waives this requirement on a case-by-case basis.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the State may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before, unless the MCL has been violated and the system has notified the State (in which case the State may reduce or eliminate the requirement to take the remaining samples).

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms. Or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements that apply when a sample is fecal coliform-positive.

5. Turbidity The MCL for turbidity applies to both community water systems and noncommunity water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at State option).

b. Five turbidity units (maximum) average for 2 consecutive days.

c. These requirements apply to filtered systems until 29 JUNE 1993. The requirements apply to unfiltered systems that the State has determined, in writing, must install filtration until 29 June 1993 or until filtration is installed whichever is later. After the above dates, consult the latest edition of 40 CFR 141.

6. The MCL for Radiological Contaminants are:

Gross alpha particle activity including radium 226 but excluding radon and uranium . . . . . .15 pCi/L
Combined radium-226 and radium 228 . . .. .5 pCi/L
Tritium . . . . .20,000 pCi/L
Strontium-90. . . . . 8 pCi/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

7. Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

b. Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

a. These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at these websites: http://www.epa.gov/OGWDW and http://www.tdh.state.tx.us/bfds. The HSP shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

b. The HSP shall provide for the delivery of fresh potable water to the ships as ordered. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, CERTIFIED METERING DEVICES.

c. Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraphs (2)(a) and (2)(b) above. If the water source does not meet the requirements of potable

water, the HSP shall be required to provide water from an alternate approved source at no increase in the contract price.

d. Potable water pierside shall be delivered by pipeline if available. If a vessel is at anchorage SUBLINE ITEM XX09AC applies.

2. The HSP shall be paid based on the ACTUAL METRIC TONS of potable water received on the ship. The Government reserves the right to require a written statement from the HSP describing the method of measurement used to determine the amount of potable water provided to the vessel.

LINE ITEM XX10 – SHIP UTILITY SERVICES

1. SHORE STEAM

a. The HSP shall provide shore steam to the ship. This sub lot line item is performance-based. Shore steam provided to the ship may be provided by any means (boiler or generator) so long as the pressure of steam delivered to the vessel is approximately 100 PSI (standard commercial pressure) and of acceptable quality for the vessel. Pricing for provision of shore steam shall be on a TBD basis and should include the boiler or generator, fuel for the generator, mobilization/demobilization, hoses, and adapters appropriate to the vessel type, and water (where required) for the generator or boiler. This item shall be billed on a daily basis.

2. OIL BOOMS

a. The HSP shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom. Billing for LINE ITEM XX10AA & XX10AB shall be per meter. For example, a 300-meter oil boom would be billed at 300 meters per day.

b. Oil Booms are intended to act as a precautionary measure in case of inadvertent leakage from equipment otherwise in sound operating equipment. Oil booms are also intended to mitigate the environmental damages that may otherwise result from inadvertent leakage. The HSP shall notify the Ordering Activity, upon receipt of a LOGREQ request, if deployment of an oil boom at the proposed mooring location is contrary to host nation or port authority regulation so that the order for the oil boom service can be cancelled. Cleanup and disposal of oil is a port authority function. If the HSP incurs charges for these services, they shall be billed as port tariff items on a reimbursable basis.

3. SHORE POWER (INCLUDES CABLES, CONNECTION, FUEL, AND OPERATORS) 450-480V, 60 HZ

a. The HSP shall provide shore power to the ship using a port-provided, permanent connection system or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels. The HSP shall provide all cables and make all power connections between the generator and ship. The availability of shore power shall be in accordance with the schedule established by the ship.

b. Sub Lot Line Items XX10AC through XX10AG are to be used only if/when shore power provided by port authorities is, for any reason, not available or inadequate.

LINE ITEM XX11 – LAND TRANSPORTATION (PERSONNEL) SERVICES (BUS SERVICE AND VEHICLE RENTAL SERVICE)

1. GENERAL REQUIREMENTS :

a. All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured. The HSP is responsible for delivering all cargo and personnel to the correct location on schedule.

b. If a Government official is designated to drive the vehicle, he or she is required to be at least 21years and meet all requirements for driving in the host nation. The HSP is responsible for passing the information required to register with the local rental company from the Ordering Activity.

c. The HSP shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government shall have the right to reject the vehicle for performance of services. The HSP shall ensure that each vehicle is jointly inspected before and after a trip by the HSP and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

d. If a vehicle is not operable when required under this contract, the HSP shall provide, at no additional expense to the U.S. Government, a replacement vehicle within three (3) hours that complies in all respects with this contract.

2. BUS SERVICE

a. The HSP shall provide air-conditioned bus services on an hourly rate basis and bill under LINE ITEM XX11AA and XX11AB. The hourly rate shall include one driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any additional driver, if required, shall be priced separately. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

b. The HSP shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition when presented for service and shall be free of debris.

c. In the event of a bus breakdown, the HSP shall provide within two hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

d. Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's Ordering Officer.

e. The HSP shall be responsible for ensuring that the HSP and an authorized representative of the U.S. Government jointly inspect before and after a trip each bus. The U.S. Government will not consider any claim for damage to a bus, which has not been inspected.

3. VEHICLE RENTAL SERVICE

a. Vehicle Specifications, Maintenance, and Malfunctions

(i) The HSP shall furnish "new" air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations.

Sedans or SUVs shall have a minimum capacity of four (4) passengers and 1600cc engine.

In the event a "new" vehicle is not available in certain countries, the HSP shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a

waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. Vehicles shall be priced on a daily rate. They shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full. The prices for vehicles rented are based upon an assumption that the vehicles will be returned with an empty tank of gas. There shall be no surcharge applied to the commercial price of the fuel. Vehicles can be returned with any amount of gasoline. Ships shall not be responsible for returning the vehicle with a full tank of fuel, and the HSP shall not be obligated to credit the ship for the remaining fuel.

(ii) The HSP shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and be responsible for all emergency repairs and services.

(iii) Should any vehicle break down while in the U.S. Government's possession, the HSP shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than three (3) hours later. The replacement shall take place either at the point of breakdown or at the HSP's office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the HSP's expense. In addition, the HSP shall be liable for any U.S. Government incurred costs because of the breakdown; such as towing, repair costs, and related transportation expenses because the HSP was unreachable.

b. Substitution of Vehicles

(i) If the HSP does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the HSP shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group B car is ordered but unavailable, and if no other Group B vehicle is available, the HSP shall furnish a higher group vehicle at the price listed for the Group B vehicle originally ordered.
(ii) In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

c. General Description of Vehicle Types

(i) The vehicles shall meet the general description set out below:

Medium-size Sedan (Group "B"): 2 - 4 doors; 4 - 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Executive Sedan (Group "E"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Passenger Van (Group "M"): 9-passenger capacity; air conditioning; minimum 2000cc engine.

Cargo Van (Group "X"): 12 Cubic Meter volume capacity, air conditioning; minimum 2000cc engine.

d. Insurance and Liability.

(i) The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below.

(ii) The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

(iii) The HSP and any Subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the HSP, its subcontractors, its agents, or employees.

(iv) The HSP shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The HSP shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

(v) Paragraph (iv) shall not be construed as limiting the HSP's liability to the amounts of the required minimum insurance coverage specified therein.

e. Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. The HSP shall notify the Supply Officer of the infraction and amount cited.

f. Mileage and Deposit Charges. There are no mileage or deposit charges for the vehicles rented under this contract.

g. Time Periods of Rental. Rental time shall begin once U.S. Government employees have taken possession of the vehicle. The daily rate is defined as 24 consecutive hours. If the vehicle is rented with a driver, and if a driver is required during the entire period of rental, no individual driver shall be required to drive more than 8 hours straight. Drivers must not have been driving within the previous 8 hours.

h. Executive Sedan with Driver (Group "Y"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan. This group requires an executive sedan and shall be provided with a driver. Drivers must be familiar with local area, and must speak English. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. No individual driver shall be required to drive more than 8 hours. Drivers must not have been driving within the previous 8 hours. The HSP shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations by the provided driver. The U.S. Government will reimburse the HSP for additional costs in two cases: for highway tolls, and for the driver's overnight accommodation up to $120.00 or equivalent local currency, when required by U.S. Government business such as travel to another city, and upon presentation of an original invoice.

LINE ITEM XX12 - TELEPHONE SERVICES AND COMMUNICATIONS EQUIPMENT

1. Cellular Telephone Services (LINE ITEM XX12AC): Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under LINE ITEM XX12AC. The HSP shall have readily available a minimum of 10 cellular telephones at a given time. Each mobile phone provided shall include an operating manual/instruction with published rates for usage.

2. Landlines (LINE ITEM XX12AA): Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Installation charges shall be inclusive of all costs for installation and removal of landlines. Usage charges and port tariff fees associated

with landline connections (LINE ITEM XX12AB) will be the actual charges computed in accordance with the local or national tariff.

3. The HSP shall provide pre-paid International Calling Cards for official use (LINE ITEM XX12AE).

LINE ITEM XX13, XX14, XX15 - FORCE PROTECTION BARRIERS, PERSONNEL, AND SUPPLIES

1. Only the ship's Commanding Officer, the ship's Supply Officer, or the FISC Yokosuka Contracting Officer is authorized to order Force Protection (FP) services under this contract. If any other activity or individual attempts to order FP services (e.g., NCIS, DAO, etc), the Husbanding Service (HSP) Contractor is required to immediately inform the ship and receive a proper order prior to beginning performance of these services.

2. The HSP is responsible for providing and coordinating the FP services described in paragraphs 2-6 and 8-15 as part of their Husbanding Services under Lot Line Item XX01. The HSP shall develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HSP must coordinate all aspects of FP planning and services with Port Authorities, host nation agencies, and U.S. Embassy security staff. If the host nation is supplying FP assets the HSP must verify they are available and are scheduled to show up on time.

3. The HSP will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer. The HSP shall not add any requirements without prior approval.

4. The HSP is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Yokosuka Contracting Officer. The HSP must explain what the added FP service will include and why it has been requested. The FISC Yokosuka Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HSP will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

5. FP is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, having the objective of improving security to personnel and ships while in port. FP services or supplies may be provided by the host nation at no cost or may be billed at the public tariff rate. The HSP is required to verify what services will be provided by the host nation. For the services that cannot be provided by the host nation, the HSP is required to arrange these services by obtaining them from commercial sources at the prices indicated in the pricing schedule.

6. The HSP shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HSP's written policy shall describe the required measures to protect ship schedule information.

7. The HSP shall provide as many services identified below as ordered by the ship or FISC Yokosuka Contracting Officer. These services do not include other related services not listed, but may be required and separately ordered to attain a higher level of security in a port.

8. Personnel providing force protection services must be responsive to instructions from the ship. This does not authorize force protection personnel to violate any local regulations, any Port Authority ordinances, or local decrees. The equipment and material used for the force protection services will be inspected by the ship's force to ascertain that they meet force protection requirements.

9. Access Points: The HSP shall establish a single entry and exit point to the pier area.

10. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

11. Personnel Identification: The HSP shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

12. Background Checks: The HSP shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations. The HSP shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers. The HSP shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The HSP shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing. In addition, the HSP will be required to provide vetting services for third party contractors such as DLA-Engery contractors.

13. Access Lists: The HSP shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

14. Inspections: The HSP shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

15. Stand-Off Distances:

    a. Objects: To the maximum extent practicable the HSP shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

    b. Unloading Zones: To the maximum extent practicable the HSP shall establish unloading zones at least 400 feet (125 meters) away from the ship.

    c. Warning Signs: The HSP shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

        i. Sign Specifications:
            1. Language: Must be in the local language(s) as well as English.
            2. Wording: Must state "Restricted Area, Do Not Enter"
            3. Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
            4. Color: Yellow or white with black lettering
            5. Visibility: Must be highly visible from a distance of 400 feet (125 meters)

6. Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

16. The unit price for force protection services shall include all costs associated with providing transportation, mobilization/installation and demobilization/de-installation, or arranging the requested services below unless the transportation, mobilization/installation and demobilization/de-installation is identified as a separate Lot Line item number. The HSP's invoice shall set forth the unit of issue identified for each service, total quantity ordered for each service, unit price, and the total price.

17. The force protection services that the ships may order if included on the contract schedules are:

(a) Jersey-type security barriers and CONEX box barriers capable of stopping a vehicle (automobile). (Price per meter per day)

(i) Concrete barriers

(ii) Water filled barriers (completely filled with water). Price must include water.

(iii) CONEX box barriers.

Mobilization, installation and demobilization will be billed under a separate contract line item number.

(b) Unarmed security guard to control vehicle and personnel access to pier. (Price per guard per hour) Must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival.

(c) Floating Line of Demarcation (LOD) at pierside, equipped with anchors and lighting (for night visibility). (Price per meter per day) The floating LOD must be anchored at least 30 meters from ship. Oil booms are acceptable. Mobilization, installation and demobilization will be billed under a separate contract line item number.

(d) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities. Continuous coverage is required for the period of performance ordered by the ship or by the Contracting Officer. (Price per patrol craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(e) Unarmed and manned motorized patrol craft, approximately 5-10 meters in length, with own radio to communicate with ship and local authorities, to escort ship from pilot pickup point to mooring location. (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(f) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities, on call (available within 15 minutes). (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(g) Tire-shredding strips, equipped with metal spikes, to be placed across the entry to pier access. (Price per one strip per day) Must be capable of disabling a vehicle, which drives over the strips in the wrong direction. Strips must be at least one meter in length.

(h) Metal pedestrian-control fences. (Price per 2x2 meters fence per day) Must be at least two (2) meters high, two (2) meters wide, and sturdy enough to withstand wind and other inclement weather.

(i) Signs in host nation language. Signs shall be at least one (1) meter long and a half (1/2) meter wide,

with lettering at least 10 cm high. (Price per sign per day). Each sign is to read: "Controlled area. Unauthorized entry prohibited." Signs shall be legible, on a sturdy material that will not fade, run, or be ruined due to inclement weather (plastic material preferable). Signs shall also be written in fluorescent paint/material or be lighted, so they can be seen at night. Signs shall have some type of securing means on them, such as a hole punched in each corner, to use wire to secure sign to fence.

(j) Portable fluorescent lighting capable of illuminating 300 meters by 100-meter area. The HS Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port's installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting. (Price per portable unit per day)

(k) Weather resistant guard shacks, capable of holding at least two persons. Guard shack shall be enclosed, and shall have, at a minimum, one door and one window. Please indicate guard shack measurements. (Price per unit per day).

(l) Hand held metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition (Price per unit per day)

(m) Walk-through metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(n) Trained metal detector operators. (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(o) Hand held explosives detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day).

(p) Walk-through explosive detector, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(q) Trained explosives detector operators, (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(r) X-ray baggage scanning machines, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(s) Trained X-ray baggage scanning operators (Price per hour per operator). Operators shall search host national baggage. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(t) Explosives disposal-trained diving services capable of inspecting pier before ship arrival. Must have obtained all applicable licenses and/or certifications from host nation prior to diving. (Price per hour)

(u) Battery operated bullhorns, new batteries included. (Price per unit per day)

(v) Sturdy tables with dimensions of at least two (2) meters long and one (1) meter wide, with four folding chairs. (Price per unit per day)

(w) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and open on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(x) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and closed on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(y) 800 MHz radios. Must be in excellent condition, and battery operated, with batteries included. (Price per unit per day)

Note: If the FP services required in support of the port visit are not included as pre-priced items in the contract schedules, paragraph D.5. of the PWS applies.

LINE ITEM XX16 - PORT HANDLING COSTS

1. PAINT FLOAT

   a. The paint float shall be no less than 5M in length but, in all cases, large enough to provide a safe and stable working platform for the occupants. Scaffolding may be of any height less than 3.5M from the deck, so as to provide a working platform at least 4M from the waterline. The paint float shall be equipped with suitable self-fendering to prevent damage to the ship. The price of these fenders shall be included in the quoted price of the paint float. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HSP at no additional charge. Rails shall be no less than 1M from the working platform. The working platform shall be equipped with anchor points for harnessing. The Ordering Activity shall be responsible for providing safety harnesses, for obtaining permission from local authorities prior to all work on the paint float, and for cleanup/disposal of all hazardous material generated or released outside the paint float. The HSP shall notify the Ordering Activity of local regulatory requirements concerning paint floats, assist the Ordering Activity in submitting requests and passing required documentation to the local authority where permission is required to work on the paint float, and arrange for required cleaning of the paint float upon return. The ordering activity is responsible for securing the paint float from the time custody has been transferred to them until returned to the HSP or the ship departs, whichever is earlier.

2. MATERIAL HANDLING (UP TO 150 LBS)

   a. The HSP shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

   b. The HSP shall use counter-to-counter delivery and charge by each Bill of Lading. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

   c. Shipping documents shall be labeled "SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HSP.

   d. The HSP shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel. The HSP shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

e. The HSP shall receive the package from the ship and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

f. The HSP shall deliver the package to the ship the day of arrival in port or the following morning. The HSP shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

g. The HSP shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HSP shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

3. MANLIFT (WITHOUT OPERATOR)

a. The HSP shall provide a manlift (without operator) and a full fuel tank. The HSP shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning. The HSP shall conduct training on safety and operating procedures for ship personnel. The HSP shall maintain documentation of ship personnel acknowledgement of the training.

LINE ITEM XX17 - COST REPORTING

LINE ITEM XX17AA - LogSSR Reporting

Upon award, the HSP shall utilize the LogSSR to submit all reports and documentation related to the husbanding order. LogSSR can be accessed through the NAVSUP One Supply website at https://www.navsup.navy.mil/onesupply, redirected through www.navsup.navy.mil/logssr or directly at the official website of https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(1) LogSSR access and input.

(a) At the start of the contract period of performance, the HSP shall begin to enter the final itemized port cost information for every order under this contract directly into the LogSSR database (Actual Cost Report) and email all corresponding documentation (LOGREQ, Initial Cost Estimate Report, validation of submission of cost estimate, final invoices, and supporting documentation required by the contract). External Certification Authority Public Key Infrastructure (ECA PKI) is not required for entry, but no access to the HSP's information is accessible unless obtaining an ECA PKI.

(2) LogSSR functionality.

(a) This system is designed to gather all reports and documentation related to ALL ordering activity e.g. a ship's visit, beginning with the Initial Cost Estimate (referred to in this solicitation as the 'pre-arrival cost estimate') to the Actual Cost Report. All supporting documentation will be submitted by email to navsup_hq_logssr@navy.mil in PDF format (Adobe Acrobat) when the port visit information is entered into LogSSR. Although the pre-arrival cost estimate is a separate reporting requirement, a copy of this report shall also be submitted as part of the Actual Cost Report documentation described in paragraph (b) below. The Documentation is discussed below:

(b) Actual Cost Report:

(1) The HSP shall create the Actual Cost Report in the LogSSR website directly, **within seven (7) calendar days from completion of the ship's visit**. The HSP shall also send a copy of the order (i.e. SF 1155 or 1449), a copy of any Initial Cost Estimates, a copy of the LOGREQ, and all HSP and any sub-contractor invoices and supporting documentation required by the contract as PDF files to the LogSSR email address of

navsup_hq_logssr@navy.mil and to the email address specified at the time of contract award for each region concurrent with the creation of the Actual Cost Report in LogSSR. The HSP shall identify the line items as actual or estimated. This option is for those line items where the HSP has not received the actual invoice before the ship leaves port, i.e. telephone bills. The HSP shall include ALL port costs paid by each ship for which the HSP provides husbanding services. Email submissions should be limited to no more than 10 MB per email (multiple emails authorized if needed) and reference the port visit identification number in the subject line (received when a port visit is submitted).

(2) For ships or ordering activities that do not have disbursement capabilities, the HSP shall send the signed DD Form 1155, invoices and the additional documents required clearly indicating that a payment is pending to email address husbanding@fe.navy.mil and to the LogSSR email address of **navsup_hq_logssr@navy.mil.**

(3) Any changes to an Actual Cost Report (i.e. finalize the charges made on an estimated amount) shall be forwarded by e-mail to and to the email address husbanding@fe.navy.mil and to **navsup_hq_logssr@navy.mil** email account as PDF file within seven (7) calendar days of the change. The email must contain a summary of the changes. The FISC contracting office will update changes to the LogSSR.

(4) The Actual Cost Report and supporting documentation will be visible in the LogSSR website by the government personnel with validation authority. Final reports of an HSP representative can be accessed through the website only by obtaining an ECA PKI that will provide access only to the HSP's submitted information.

NOTE: Before submission of reports or any other data to the FISC Contracting Office via electronic transmission or any other data media, the HSP shall scan all documents with current anti-virus software to ensure computer virus free transmission. The LogSSR server scans all reports for computer viruses before inclusion in the databases. Any reports received containing computer viruses will be immediately deleted and not necessarily returned to the HSP.

NOTES:

1. "All data obtained by the Government through the use of LOGSRR during the course of the contract is for the Government's use and shall be treated as 'limited rights' as described in DFAR 252.227-7013(13) after the contract expires".

2. Failure to provide required reports in a timely manner as outlined in the PWS will result in penalties as outlined in the Quality Assurance Surveillance Plan (QASP).

LINE ITEM XX18 - PORT TARIFFS NOT OTHERWISE SPECIFIED

Line Item XX18 – Port tariffs

1. Port tariffs (PT) billable under XX18 include all PT items for which a specific sub-line item is not specified in the Exhibit A.

2. The HS Contractor shall also provide all original documents with any invoices for port tariff items which have been provided to the ship for certification by the ship's Supply Officer prior to departure. Invoices for port tariff items not available prior to the ship's departure shall be presented for payment in accordance with OC-1.

CONTRACT ADMINISTRATION PLAN

PROGRAM TITLE: Vladivostok, Russia Husbanding Logistics Services for U.S. Naval Forces

DESCRIPTION OF PROGRAM: This requirement is for husbanding logistics services to support U.S. Naval forces and other U.S. Government agencies in Vladivostok, Russia. This is an indefinite-delivery indefinite-quantity (IDIQ) contract and task orders will be issued by authorized ordering officers or FISC contracting officers.

PROCURING CONTRACT OFFICE: U.S. Fleet & Industrial Supply Center, Detachment Singapore

CONTRACT ADMINISTRATION OFFICE: U.S. Fleet & Industrial Supply Center, Detachment Singapore

Note: Prior to award of regional contracts, Contracting Officer Representatives (CORs) will be assigned to specific contracts, ports, and/or countries. Additionally, 30 days after award, Administrative Contracting Officers (ACOs) will be assigned.

PAYING OFFICE: Payment will be made by government purchase card, by the ship's disbursing office, or the DFAS Yokota Paying Office. Individual task orders will identify the office making payment.

1. PURPOSE: The purpose of this Contract Administration Plan (CAP) is to:

- Identify key contract administration milestones
- Provide a consistent and uniform approach through the region for monitoring performance requirements
- Identify key roles and responsibilities
- Outline the ordering and invoice processes
- Outline the cost reporting process
- Outline the past performance documentation process

2. CONTRACT ADMINISTRATION MILESTONES:

Event	Milestone Date	Government Person Responsible
1. Provide minimum IDIQ funds for award	90 days before award	Fleet
2. Write COR's designation letter	Prior to Award	Contracting Officer
3. Award contracts	Award date	Contracting Officer
4. Write ACO's designation letter	30 days after award	Contracting Officer
5. Prepare funded delivery orders	When service required	Authorized Ordering Officer or Contracting Officer
6. Establish schedule with HSP of actions and Deliverables	30 days after award	COR or Contracting Officer
7. Hold post-award orientation meeting	30 days after award	Contracting Officer and COR
8. Obtain HSP's schedule of any actions during phase-in	45 days after award	Contracting Officer and COR
9. Schedule quarterly performance meetings & notify participants	45 days after award	Contracting officer and COR
10. Provide quarterly and semi-annual input for performance assessments (i.e., QASP/CPARS)	45 days after award	Fleet, COR, HSP, Contracting Officer
11. Document HSP performance for past performance purposes (i.e., CPARS)	Semi-annually after contract award	COR, Contracting Officer
12. Close-out contract file	180 days after contract complete	Contracting Officer

3. MONITORING CONTRACTOR PERFORMANCE: Contract performance will be monitored and feedback provided in accordance with the Quality Assurance Surveillance Plan (QASP) and Contractor Performance Assessment Reporting System (CPARS). The contract contains negative incentives if metric goals, as identified in the QASP, are not achieved. Documentation of performance through the QASP will be performed on a quarterly basis and the CPARS will be performed on a semi-annual basis.

The QASP will monitor the following areas:

- Adherence to Port Visit Cost Reporting
  - Timeliness of cost estimates received
  - Timeliness of final cost estimates
  - Cost reporting submittal accuracy and completeness

- Fair and Reasonable Pricing for Non-Contract Items
  - Competition promoted to the maximum extent
  - Documentation of reasonableness

- Customer Satisfaction
  - Ship's satisfaction with HSP services
- Cost Savings

CPARS will monitor performance in the following areas:

- Quality of Product or Service
  - Are reports/data accurate?
  - Does the product or service provided meet the specifications of the contract?
  - Does the HSP's work measure up to commonly accepted technical or professional standards?
  - What degree of Government technical direction was required to solve problems that arise during performance?

- Schedule
  - Assess the timeliness of the HSP against the completion of the task orders, milestones, delivery schedules, and administrative requirements
  - This assessment of the HSP's adherence to the required delivery schedule should include the HSP's efforts during the assessment period that contributes to or affect the schedule variance.

- Cost Control
  - Does the HSP keep within the estimated costs?
  - Did the HSP do anything innovative that resulted in cost savings?
  - Were invoices accurate, complete and timely?

- Business Relations
  - Is the HSP oriented toward the customer?
  - Is interaction between the HSP and the government satisfactory or does it need improvement?
  - Address the timeliness of awards to subcontractors and management of subcontractors, including subcontract costs. Consider efforts taken to ensure early identification of subcontract problems and the timely application of corporate resources to preclude subcontract problems from impacting overall prime contractor performance.
  - Assess the prime contractor's effort devoted to managing subcontracts and whether subcontractors were an integral part of the contractor's team.

- Management of Key Personnel

- How well did the HSP match the qualifications of the key position, as described in the contract, with the person who filled the key position?
- Did the HSP support key personnel so they were able to work effectively?
- If a key person did not perform well, what action was taken by the HSP to correct this?
- If a replacement of a key person was necessary, did the replacement meet or exceed the qualifications of the position as described in the contract schedule?

4. ROLES AND RESPONSIBILITIES: The following outlines the major roles and responsibilities for contract administration purposes.

Contracting Officer: Contracting officers assigned to this contract are responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, safeguarding the interests of the United States in its contractual relationships.

In order to perform these responsibilities, contracting officers assigned to this contract are allowed wide latitude to exercise business judgment. Contracting officers must:

Ensure that the requirements of the pertinent laws, regulations, etc., have been met;

Ensure that sufficient funds are available for obligation;

Ensure that HSPs receive impartial, fair, and equitable treatment; and

Request and consider advice of specialists in audit, law, logistics, transportation, and other fields, as appropriate.

Make fair and reasonable determinations for all non-priced line items with an extended value greater than $3,000.00.

Notify the Ordering Activity when quoted prices cannot be determined fair and reasonable.

Contracting officers must also perform the actions required for the business relationship:

Interpreting and implementing diverse contract terms and conditions;

Analyzing costs;

Issuing changes and negotiating modifications to the contract; and

Organizing and coordinating efforts of all the functional specialists who comprise the contract administration team.

Monitor timeliness of required reports from the HSP (e.g. pre-arrival cost estimates);

Determine whether there is sufficient rationale to add previously ordered, non-priced items to the contract as fixed prices;

Monitor contract performance data and track performance metrics as required by the QASP;

Annually assess the HSP's performance in the Contractor Performance Assessment Reporting System (CPARS).

Contracting Officer Representatives (CORs): Various CORs may be assigned to this contract. The responsibilities of the CORs are:

Monitoring contract performance on behalf of the contracting officer;

Monitor compliance with the terms and conditions of the contract;

Providing technical advice/recommendations/clarifications of requirements to the ship;

Coordinating LOGREQ information;

Working with database information;

Liaison between the ships and HSP;

Informing the contracting officer of performance problems;

Furnishing the contracting officer of conference report;

Coordinating with the contracting officer corrective actions, when necessary;

Coordinating with the contracting officer on the content of any contractually significant correspondence addressed to the HSP;

Monitoring financial management controls;

Reviewing HSP invoices, when requested;

Assembling the documentation for quarterly QASP reviews and semi-annual CPARS; and

Maintaining a file system.

Review LOGREQs and provide feedback to the Ordering Officer;

When requested, assist the Ordering Officer with invoice reconciliation;

Submit a quarterly report to the Contracting Officer which addresses HSP performance concerns.

NOTE: The COR is not an administrative contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the performance work statement (PWS) in the contract. When in the opinion of the HSP, the COR requests effort outside the existing scope of the contract, the HSP shall promptly notify the contracting officer in writing. No action shall be taken by the HSP under such direction, until the contracting officer has issued a modification to the contract, or until the issue is resolved.

Ordering Officers: The contract allows U.S. Navy Supply Officers assigned to a ship or and other designated personnel authorized in the contract to place task orders off the contract as ordering officers. The responsibilities of the ordering officers are as follows:

Issuance of delivery/task orders;

Obligating funds when issuing task orders;

Authorize performance;

Complying with ordering procedures;

Bring to the attention of the contracting officer or COR any significant deficiencies with respect to HSP performance, deliveries, or actions which might jeopardize contract performance;

Notify the contracting officer or COR if the HSP is of the opinion the task order is deficient or beyond the scope of the basic contract;

Monitoring services of the HSP;

Providing feedback on HSP performance;

Notifying the contracting officer when cost estimates are not provided in a timely manner;

Notifying the contracting officer of invoice discrepancies or overcharges; and

Maintaining contractual records of task orders.

Make fair and reasonable determinations for all non-priced items with an extended cost of less than $25,000;

Review HSP invoices prior to payment;

Arrange for payment of finalized invoices prior to departure.

Prohibitions: The COR and ordering officers are prohibited from:

Modifying any of the stated terms of the contract;

Taking any action, either directly or indirectly, that could result in change in pricing, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the basic contract;

Direct the accomplishment of effort which would exceed the scope of the basic contract and delivery/task order;

Taking action with respect to termination, except to notify the contracting officer that the action is desired;

Giving guidance to the HSP, either orally or in writing, that might be interpreted as a change to the scope of the terms of the contract; and

Directing the HSP to begin work prior to the order date.

5. ORDERING AND INVOICE PROCESS: Task orders for husbanding services are normally provided by the ship's Supply Officer with contracting authority delegated through the Type Commanders (TYCOMs). In unique instances, the Contracting Officer may issue task orders on behalf of the ships for husbanding services.

For husbanding services, the ship provides a Logistics Requisition (LOGREQ) through as a Naval Message to the organizations responsible for coordinating the order (e.g., FISC's Logistics Support Center (LSC) and Defense Attaché Office (DAO)) with the HSP. The COR (within the LSC) will pass the LOGREQ to the Contracting Officer for review and feedback on possible contractual issues/concerns. The COR will review the LOGREQ for quality and cost saving recommendation purposes and provide information back to the ship. The COR will also pass the LOGREQ on to the HSP on behalf of the ship. Once the HSP receives the LOGREQ, the HSP will provide a cost estimate to the Contracting Officer, and ship. The COR and contracting officer will review the cost estimate to ensure items are priced in accordance with the contract. In cases where a ship is ordering non-priced items, the Contracting Officer will be responsible for negotiating these items when it is outside the contracting authority of the Ship's Supply Officer. The COR will notify the ship of the results of the negotiated prices. The goal is the timely resolution of all pricing issues prior to the port visit. If prices are not negotiated prior to the visit, prices must be negotiated before the the non-priced services are provided. If there are any disputes regarding the prices, the Contracting Officer has the responsibility to resolve the issue.

For husbanding services, invoices shall be submitted to the ship's Supply Officer and payment will normally be made by the ship's disbursing office prior to the ship's departure. In instances where there is a dispute or invoices can not be paid by the ship's disbursing office, invoices will be submitted to the contracting officer and payment will be made by DFAS Yokota. For OOTW task orders, a warranted contracting officer will negotiate and issue the orders and invoices will normally be paid out of DFAS Yokota. In all cases, the HSP is responsible for reporting all expenditures under the contract through the LogSSR.

6. COST REPORTING PROCESS: The HSP is responsible for fully participating in the execution of the LogSSR. Requirements for these reports are contained in the Performance Work Statement and quality monitoring procedures are outlined in the QASP.

7. PAST PERFORMANCE DOCUMENTATION PROCESS: The COR and contracting officer will be responsible for documenting past performance through the CPARS system. There will be one final record annually, with an interim review every six months. The COR will be responsible for collecting and forwarding relevant past performance information to the contracting officer. CPARS records will be forwarded to the HSP for review and an opportunity to provide any feedback on negative performance documented in the record.

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
252.233-7001	Choice of Law (Overseas)	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

_X__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

___ (6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (8) [Reserved].

___ (9)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (10)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (11) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (12)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2010) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (iv) Alternate III (JUL 2010) of 52.219-9.

___ (13) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (14) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (15)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (16) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (17) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

___ (19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

___ (20) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (21) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

___ (22) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (23) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (24) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of theVietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (25) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (26) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (28) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423) .

___ (ii) Alternate I (DEC 2007) of 52.223-16. .

___ (31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

___ (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X__ (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

_X__ (41) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

____

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1)in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) Reserved.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 Dec 2010 through 30 Nov 2011.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The HS Contractor is not obligated to honor a series of orders within 30 days for performance at a specific port that together call for quantities that exceed those identified in the pricing schedule by more than 300 percent (300%).

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 days following the effective period of the contract.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days before contract expires.

(End of clause)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: http://acquisition.gov/comp/far/
DFARS Clauses: http://www.acq.osd.mil.dpap/dars/dfars/

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2010)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

_X__ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ___252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) ____ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ____ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

(9) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11))(i) ___ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (SEP 2008)

(12) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (JUL 2009) of 252.225-7036.

(15) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) ____ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) _X___ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(22)____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(23)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(24) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include

the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all—

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting officer.

(End of clause)

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUNE 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

(End of clause)

252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless—

(1) Approved in writing by the Contracting Officer;

(2) Made in accordance with the laws and regulations of the United States of America; and

(3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract of any plans, specifications, or other similar documents relating to work under this contract, if marked “Top Secret,” “Secret,” or “Confidential” be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall—

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

(End of clause)

ADDENDUM TO FAR 52.212-4

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed where the services affect health, force protection, safety, and/or prevention of damage to Naval vessels.

(2) Time of performance (i.e. hours of the day, days of the week, etc.) where the services affect health, force protection, safety, and/or prevention of damage to Naval vessels.

(3) Place of performance of the services where the services affect health, force protection, safety, and/or prevention of damage to Naval vessels.

(4) Specifications when the supplies or services to be furnished are to be specially manufactured for the Government in accordance with the specifications and affect health, force protection, safety, and/or prevention of damage to Naval vessels.

(5) Place of delivery where the services affect health, force protection, safety, and/or prevention of damage to Naval vessels

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

OC-1 INVOICES AND PAYMENTS
(a) Invoice Content

The Contractor shall submit to the ordering officer an invoice that lists all the expenses incurred by the ship during the port visit. The contractor's invoice shall list items priced under this contract and include subcontractor invoices for all other items not priced in the contract. All invoices submitted shall have all supporting documentation (i.e. trash and CHT certificates, delivery tickets signed by ship's personnel, with a legible signature and printed name and rank, port tariff invoices, invoices for items not pre-priced in the contract, and any other documentation that the supplies/services have been delivered and accepted) and must be submitted in accordance with the paragraph below. All items listed on the invoices must be completely detailed (i.e., broken down) for quantity, contract unit of issue, unit price, etc. No lump sum amount will be accepted.

The Contractor has the responsibility to keep copies of all documentation submitted to the ship for each visit for all supplies and services rendered and in the quantities invoiced. The Contractor shall keep a copy of all such documentation in one place that will be indicated to the Contracting Officer at the time of contract award. FISC Yokosuka and its detachments contracting personnel may examine these files at any time during the performance of this contract.

The invoices must be easily identifiable as original (i.e. original signature or stamped as ORIGINAL). If an electronic invoice is authorized, the Contractor must certify on the invoice that it is the first time that the invoice is submitted. If the original invoice has been lost, a copy of the invoice may be submitted. This invoice must be marked as 『DUPLICATE COPY』 and a signed and dated statement with a contractor's stamp must be made on the duplicate invoice confirming that payment has not been received.

Each invoice must include—

(1) Name and address of the Contractor;
(2) Invoice number and date issued;
(3) Contract number, Contract Line Item Number, Lot Line Item and , if applicable, the Order Number;
(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(5) If appropriate, the shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on a Government bill of lading;
(6) Terms of any prompt payment discount offered;
(7) Name and address of the official to whom payment is to be sent;
(8) Name, title, and phone number of the person to be notified in the event of a defective invoice;
(9) Supporting documentation (i.e. trash and CHT certificates, delivery tickets signed by the ship's personnel, with a legible signature and printed name and rank, and any other documentation that the supplies/services have been delivered and accepted);
(10) The invoice must be correct and complete and without handwritten figures.
(11) Electronic funds transfer (EFT) information.

The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation

provision, contract clause (e.g. FAR 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration), or applicable agency procedures.

EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

If an item is not included on the original invoice, a supplemental invoice shall be issued with the same number followed by alpha suffix (e.g. Invoice No. 0001/03-A). The same requirements for submittal of the original invoice apply to the supplemental invoice.

If an invoice for an item is not available prior to the ship's departure (e.g. cell phone charges, port tariff items, port dues, etc.), the item shall be listed on the invoice with the words 『TO BE DETERMINED (TBD)』. Once the invoice has been received and the exact amount is known, the Contractor shall issue a supplemental invoice (with all supporting documentation attached) as 『FINAL』 for the final payment. TBD invoices shall not be paid until a 'FINAL' invoice is submitted.

It is the Contractor's responsibility to verify with port authorities and concessionaires that there are no pending charges prior to the ship's departure. This is to avoid any possible future invoices that may be submitted for unknown services to the U.S. Government.

When preparing an invoice the term 『Miscellaneous』 or any similar type description should be avoided. If this is not possible and the Contractor must use the term 『Miscellaneous』 when submitting an invoice, the Contractor shall provide a detailed list of items purchased and item prices on the invoice.

Invoices not in compliance with these instructions are not considered to be proper invoices and may be rejected.

(b) Invoice Submission

The invoice must be submitted to the listed activities in the following order:

(1) To the ship's Supply Officer or his designated representative one day prior to its sailing date. In the event the Contractor is unable to present any invoice to the ordering ship for payment prior to the departure of the ship, the Contractor shall submit invoices and attempt to obtain payment at the ship's next port of call.

(2) If unsuccessful, to the Contracting Officer. In the event the Contractor is unable to present any invoice to the ordering ship prior to its departure, the invoice must be promptly submitted to the CO for payment through DFAS Yokota. In no case should the invoice be submitted beyond 90 days after the ship's departure from the port. The Disbursing Officer will annotate the date the invoices are received for the purpose of calculating any interest due. An exception to the 90-day limit will be given only for charges made by the port authorities or concessionaires, or the host nation authorities, including military authorities. It is the Contractor's responsibility to verify that there are no pending charges and to obtain the invoices from these authorities no later than six months after the ship's departure.

(3) Alternatively, whenever a non-Navy ordering authority orders services under the contract, the Contractor shall submit invoices and all supporting documents to that ordering activity.

(c) Payment of Invoices

Payments under this contract will be made in accordance with the clause FAR 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003).

Payment will be made after delivery and acceptance of supplies or performance and acceptance of services.

『Acceptance』 means the act of an authorized representative of the Government by which the Government, for itself or as an agent of another, assumes ownership of existing identified supplies tendered or approves specific services rendered as partial or complete performance of the contract (from FAR 46.101 Definitions).

Bill payment shall be disbursed through one of the following methods, check, purchase card, submission of invoices to a Defense Finance and Accounting Command (DFAS) via regular mail or electronically through Wide Area Work Flow (WAWF).

The Contractor shall present to the ordering officer or SUPPO all pricing that is firm and finalized one-day prior to the ship's sailing or the ordering activity departure. At that time, the Contractor shall relay any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for these functions shall be the ordering officer or the ordering officer's designated representative. In addition, the Contractor shall present all documentation and invoices from other Contractors subject to provision of services under this contract.

The Contractor shall obtain a signed delivery order (DD 1155) to verify that the services were received and that charges presented in the port visit cost reporting program are correct for payment. This may be accomplished via email from the Ordering Officer or the SUPPO of the ship. The ordering officer shall pay for all supplies and services accepted during the period of performance by one of the aforementioned methods of payment.

In the absence of a delivery order, forward invoices and all documentation regarding inspection and acceptance of supplies and services by the ship's representative with appropriate accounting data to the Administrative Contracting Office.

(d) The Government will not make direct payments of VAT to the host nation nor will it withhold taxes, including VAT, from invoices for orders that are submitted to the husbanding services contractor by the Government. Payment of appropriate taxes required as part of conducting business in the specific country at which a port visit takes place are a responsibility of the husbanding services contractor. Offerors are further directed to FAR 52.229-6, Taxes-Foreign Fixed-Price Contracts (JUN 2003), which is included in the solicitation.

OC-2 HOST COUNTRY AGREEMENTS

The HS Contractor shall not be reimbursed, paid, or otherwise compensated for any port use charges, fees, dues or similar costs at ports at which existing host country agreements exempt vessels of the United States from such charges, fees, or dues. This restriction applies regardless of whether requirements that involve such port use charges, fees, or dues, such as requirements for dockage and wharfage space or fleet landing space, are ordered under a specific contract line item or through the contract's provisions for ordering otherwise unspecified supplies and services.

Notwithstanding the paragraph above, the contracting officer or an authorized government official may direct the HS Contractor to request that the appropriate local authority provide items from which an agreement exempts payment by vessels of the United States such as Dockage and Wharfage space or Fleet Landing space at a port for the U.S. Government's use at no cost to the U.S. Government. If the HS Contractor receives a response that the requested Dockage and Wharfage space or Fleet Landing space is available for use by the U.S. Government at no cost to the U.S. Government, the HS Contractor shall reserve or otherwise arrange for use of the space and notify the contracting officer or authorized government official that directed the HS Contractor to submit the request. If the HS Contractor receives a negative response from the cognizant authority, thereby indicating that there is a cost or expense associated with use of the space by the U.S. Government, the HS Contractor shall notify the contracting officer or authorized government official that directed the HS Contractor to submit the request. The HS Contractor shall perform and be compensated for the tasks included in this paragraph as part of its responsibilities under Management Services (LLIN XX01).

The United States government will not pay for landing fees, navigation charges, port charges, tolls and similar charges by the Russian Federation, or any subdivision thereof, for the access and movement of aircraft and vessels operated by or for the Government of the United States of America in connection with United States assistance programs in the Russian Federation.

INDEX OF ATTACHMENTS

1. Ship Types
2. Schedule of Supplies/Services and Prices
3. Quality Assurance Surveillance Plan
4. Request for Sanitary Inspection

ATTACHMENT 1: SHIP CLASSIFICATIONS (DESCRIPTION OF SHIPS BY CLASS AND TYPE)

The following are Ship Classifications:

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	75
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360
Class III					

T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854
Class IV					
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082
T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276
T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

Displacement is expressed in tons and represents fully loaded displacement.

The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

GLOSSARY OF TERMS AND ABBREVIATIONS

AGOS	RESEARCH SHIP
AGSS	RESEARCH SUBMARINE
AOE	FAST COMBAT SUPPORT SHIP
ARS	SALVAGE SHIP
AS	SUBMARINE TENDER
CG	GUIDED MISSLE CRUISER
CV	MULTIPURPOSE AIRCRAFT CARRIER (CONVENTIONALLY PROPULSION)
CVN	MULTIPURPOSE AIRCRAFT CARRIER (NUCLEAR PROPULSION)
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
FFG	GUIDED MISSLE FRIGATE
HSV	HIGH SPEED VESSEL
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCS	LITTORAL COMBAT SHIP
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LHD	AMPHIBIOUS ASSAULT SHIP (MULTI- PURPOSE)
LPD	AMPHIBIOUS TRANSPORT DOCK
LSD	AMPHIBIOUS CARGO SHIP
LSV	LOGISTIC SUPPORT VESSEL (ARMY)
HSIC	MARK V SPECIAL OPERATIONS CRAFT (1 PAIR)
MCM	MINE COUNTERMEASURE SHIP

MCS	MINE COUNTERMEASURE SUPPORT SHIP
MHC	MINE HUNTERS COASTAL
MSC	MILITARY SEALIFT COMMAND
PC	PATROL COASTAL SHIP
SSBN	BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSGN	CRUISE MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	ATTACK SUBMARINE (NUCLEAR PROPULSION)
T-AE	AMMUNITION SHIP (MSC)
T-AFS	COMBAT STORE SHIP (MSC)
T-AGOS	OCEAN SURVEILLANCE/PATROL SHIP (MSC)
T-AGS	SURVEYING/ OCEANOGRAPHIC SHIP (MSC)
T-AH	HOSPITAL SHIP (MSC)
T- AKE	DRY CARGO/AMMUNITION SHIP (MSC)
T-AKR	STRATEGIC SEALIFT SHIP (MSC)
T-AO	OILER (MSC)
T-AOT	TANKER (MSC)
T-ATF	FLEET OCEAN TUG (MSC)
WAGB	POLAR CLASS ICEBREAKERS
WHEC	HIGH ENDURANCE CUTTER
WMEC	MEDIUM ENDURANCE CUTTER

ATTACHMENT 2 – STANDARD LOT LINE ITEMS

See attached excel spreadsheet.

ATTACHMENT 3 – QUALITY ASSURANCE SURVEILLANCE PLAN

QUALITY ASSURANCE
SURVEILLANCE PLAN

Contract No:
HUSBANDING SERVICES

Coordination and Review:

_____
Contracting Officer Date

_____
COR
Date

_____
CONTRACTOR
Date

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance-based Performance Work Statement (PWS). This performance-based plan sets forth the procedures and guidelines the U.S. Fleet & Industrial Supply Center, and its detachments will use to monitor contractor's performance, evaluating port visit cost reporting, non-priced item pricing performance, and ship's overall satisfaction with the of the husbanding service contractor's port visit services.

1.1 PURPOSE

1.1.1. The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the port visit cost reporting requirements, adhering to the non-priced item pricing performance standards, and meeting the ship's task order requirements as identified in the PWS.

1.1.2 This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

2.0 PERFORMANCE MANAGEMENT APPROACH

2.1 The performance-based PWS structures the acquisition around "what" service is required as opposed to "how" the contractor should perform the work. This QASP will define the performance management approach taken by the Contracting Officer to monitor, manage, and take appropriate action on the contractor's performance against expected outcomes or performance objectives communicated in the PWS. Performance management rests upon developing a capability to review and analyze information generated through performance metrics. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management. The data generated in a performance management approach provides information that indicates whether or not expected outcomes for required services are being achieved adequately by the contractor.

2.2 Performance management also represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether or not outcomes are being achieved and migrates away from scrutiny on compliance with the processes and practices used to achieve the outcome. The only exceptions to process reviews are those required by law and compelling business situations such as safety and health. An outcome focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved at the desired levels of performance.

3.0 PERFORMANCE MANAGEMENT STRATEGY

3.1 The contractor will set forth the staffing and procedures for self inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The contractor will develop and implement a performance management system with processes to assess and report their performance to the Contracting Officer.

3.2 The Contracting Officer will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The Government will make decisions based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

4.0 ROLES AND RESPONSIBILITIES

4.1. Procuring Contracting Officer (PCO). The PCO is the individual who performs preaward functions and awards or executes a contract. The PCO will retain post award functions. Accordingly, the PCO performs assigned post award functions related to the administration of the contract. Ensures performance of all necessary actions for effective contracting, monitors compliance with the terms of the contract, and safeguards the interests of the Government. The PCO makes certain the contractor receives impartial, fair, and equitable treatment under the contract. The PCO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

4.2. Contracting Officer Representative (COR). The Government personnel who perform quality assurance functions for a contracted service.

- Provide technical assistance to the contracting office
- Provide functional continuity and stability
- Maintain proficiency in contract surveillance procedures
- Perform surveillance in accordance with the surveillance plan and provide documentation of surveillance observations to the PCO, as required
- Notify the PCO of any significant performance deficiencies
- Prepare input to the Contractor Performance Assessment Reporting System (CPARS)

4.3 Ordering Officers (e.g., Ship SUPPO) are responsible to

- Issue the orders in accordance with the terms and conditions
- Monitor, assess, and communicate the performance of the contractor. Government surveillance may occur under authority of the Inspection/Acceptance paragraph of clause 52.212-4, Contract Terms and Conditions – Commercial Items, for any supply or service relating to the contract.

PERFORMANCE OBJECTIVES AND METHOD OF SURVEILLENCE

The contractor shall provide husbanding service support in accordance with the PWS. While the contractor is fully expected to comply with all requirements in the PWS, the government's assessment of contractor performance will focus mainly on the performance objectives that are also listed in the Attachment 4a. Performance Reporting Summary (PRS). The level of the acceptance for each objective is also established

5.1. Performance Objective #1:

Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2.

Method of surveillance: E-mail received by the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided.

Level of acceptance:

- On time 100%

- Up to 2 working days late, but before ship's arrival 80%

- 3-4 working days late, but before ship's arrival 60%

- Over 4 working days late but before ship's arrival 40%

- None before ship's arrival 0%

5.2. Performance Objective #2:

Submit final LogSSR within seven (7) days of each ship's departure (includes entering data into LogSSR and submitting all supporting documentation).

Method of surveillance: Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.

Level of acceptance:

- Within 7 calendar days after ship's departure 100%

- Within 08-14 calendar days after ship's departure 80%

- Within 15-30 calendar days after ship's departure 50%

- Over 30 calendar days after ship's departure 0%

5.3. Performance Objective #3:

LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages).

Any changes after the LogSSR entry must be sent with a summary of the changes to LogSSR for the update.

Method of surveillance: Compare the LogSSR data and PVCR/invoice data.

Level of acceptance:

- No errors 100%

- 1 error 80%

- 2 errors 60%

- 3 errors 40%

- Over 3 errors 0%

5.4 Performance Objective #4:

Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.

Method of surveillance: After each ship visit, the ship submits a port visit cost report indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

6.0 METHODOLOGIES TO MONITOR PERFORMANCE

6.1 In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate contractor performance. The Contracting Officer will use, the LogSSR and any input from the requiring activity as sources of comments on the contractor's performance.

6.2 The ships always have the option to communicate complaints to the Contracting Officer as opposed to the contractor. The complaints can be submitted during or after the visit; however the primary document that reports the complaints is the Port Visit Cost Report (PVCR). The Contracting Officer will accept the ships complaints and will investigate.

7.0 QUALITY ASSURANCE REPORTING

7.1. Within 30 days following the end of each quarter, the COR/PCO will prepare a report that shows the level of acceptance for each performance objective reached. An overall goal of 80% is the average of the level of acceptance of each performance objective.

8.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

8.1 The Government shall use the observation methods cited to determine whether the AQLs have been met. The Government will evaluate the results which then may be translated into the specific negative incentives should performance not meet the AQL (for failure performance, see paragraph 9.0)

8.2 The PCO may require the contractor's project manager, or a designated alternate, to meet with the Government personnel as deemed necessary to discuss performance evaluation. The PCO will define a frequency of in-depth reviews with the contractor. However, if the need arises, the contractor will meet with the PCO as often as required or per the contractor's request. The agenda of the reviews may discuss:

- Performance measured by the metrics and trends
- Issues and concerns of both parties
- Recommendations made by the KO based on contractor information
- Issues arising from independent reviews and inspections

8.3 The PCO and contractor should jointly formulate tactical and long–term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the PCO.

9.0. FAILURE TO PERFORM

9.1 The contractor may receive negative past performance ratings or even termination based on failure to perform. The following criteria apply for determining appropriate action:

Termination. If the KO determines that the contractor has failed to perform to the extent that a termination for cause is justified, the KO shall issue a notice of termination, consistent with FAR Part 12.

LIST OF ATTACHMENTS

Attachment 4a. QASP Matrix

QASP Matrix

Attachment 4a Required Service Levels

Required Service	Performance Standards	Method Of Surveillance	Goals
Timely submission of estimates within two (2) working days after receipt of the order.	Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2.	E-mail received by the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided..	- On time 100% - Up to 2 working days late, but before ship's arrival 80% - 3-4 working days late, but before ship's arrival 60% - Over 4 working days late but before ship's arrival 40% - None before ship's arrival 0%
LogSSR and final cost reports	Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.	LogSSR Data-base	- Within 7 calendar days after ship's departure 100% - Within 08-14 calendar days after ship's departure 80% - Within 15-30 calendar days after ship's departure 50% - Over 30 calendar days after ship's departure 0%
LogSSR report accuracy	LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages)	Compare the LogSSR data and PVCR/invoice data.	- No errors 100% - 1 error 80% - 2 errors 60% - 3 errors 40% - Over 3 errors 0%

Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.	After each ship visit, the ship submits a port visit cost report to indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.	Ship's port cost visit report, observations, complaints	- Satisfied 100% - Not Satisfied 0%

ATTACHMENT 4 – REQUEST FOR SANITARY INSPECTION

SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
FISC DETACHMENT SINGAPORE
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD, BLDG 7-2
SINGAPORE 759657

Dear Sir:

We are interested in supplying (e.g. specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

LIST AND INFORMATION TO REQUEST FOR INITIAL INSPECTION

- List of products for which approval is requested.
- Establishment letterhead - four places.
- Name of establishment owner.
- Site area size - acres, square feet or square meters.
- General description of the area surrounding the plant site.
- Building description, i.e. material used in construction, age of building(s), size (in square feet or meters), and number of stories.
- Drawing of floor plan of building(s) to include major production areas (for slaughterhoused and dairies only).
- List of major processing equipment.
- Sources of raw materials.
- Output of finished product - average kilograms or tons per day, per week or per month.
- Special codes printed on product packages which identify the establishment, the product, and the date of production or packaging.
- Number of employees.
- Are employees receiving pre-employment or periodic medical examinations? What is the frequency of the periodic examinations?
- Program for employee instruction personal hygiene, food, handling techniques, and food hygiene and safety.
- Cleaning and sanitizing methods, including chemical used.
- Detailed written cleaning and sanitizing program.
- Official water quality certification from the local government, including total aerobic bacteria plate count, coliform count, and chemistry.
- Name of water source.
- Waste disposal program.
- Pest control program.
- Name of inspection agencies which inspect the plant (government and civilian) and frequency of inspections. Are inspection reports available for review?
- Flow chart for the manufacture of each major category of products listed in No.1 above from raw materials to finished products health control points.
- What laboratory examinations are performed on products and plants environment? Are the results available for review?
- Total number of company vehicles?
- Key personnel and point of contact for inspectors.
- Direction to plant.
- European Economic community (EEC) and United States Department of Agriculture (USDA) plant establishment number(s).

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	04-Nov-2011	N4034510RCSG0019	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0005
	X	10B. DATED (SEE ITEM 13) 18-Nov-2010
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-8, Option to Extend Services

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nysjll01122186

1. The purpose of this modification is to extend the current contract performance from 1 Dec 2011 through 31 Jan 2012 in accordance with the clause FAR 52.217-8, Option to Extend Services.
2. There is no change in the estimated total contract price as a result of this extension.
3. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
_____ (Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 03-Nov-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The order period end date has changed from 30-Nov-2011 to 31-Jan-2012.

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2010 TO 30-NOV-2011	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2010 TO 31-JAN-2012	N/A	N/A FOB: Destination	

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 32

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	07-Apr-2011	N4034510RCSG0019	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0005
	X	10B. DATED (SEE ITEM 13) 18-Nov-2010
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: nysjll011113791

1. The purpose of this modification is to incorporate SUBGROUP 7 authorized orderng officers under this contract.
2. See PWS "DESCRIPTION OF CONTRACTUAL SCOPE" paragraph 3 highlighted in yellow.
3. As a result of this change there is no change in the amount of the contract.
4. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 07-Apr-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The vendor signature required not required has been added.
The number of award copies required 2 has been deleted.

The following have been modified:

PERFORMANCE WORK STATEMENT

A. DESCRIPTION OF CONTRACTUAL SCOPE

1. The geographic scope and region covered by this contract is Vladivostok, Russia

2. This contract is a Firm-Fixed-Price Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract for the provision of maritime husbanding support. It is not for husbanding agency. The holder of this contract is a U.S. Navy contractor or Husbanding Service Provider (HSP). The holder of this contract is not an agent of the U.S. Navy and does not have the authority to bind the U.S. Navy. Maritime Husbanding Support is defined as: Providing supplies and services as defined in the Performance Work Statement of the contract in support of U.S. Vessels within a port area.

    a. This support is provided by a Husbanding Services provider from a standard list of services under contract.
    b. For items not supported by existing supply chains: e.g. fuel, subsistence, etc.

3. Users authorized to use this contract are United States Navy Commands, United States Marine Corps (USMC), Military Sealift Command (MSC), United States Coast Guard (USCG) and SUBGROUP SEVEN. Other users including the United States Army (USA) shall require specific authorization from the Contracting Officer to use this contract or have a Contracting Officer's Representative designated.

4. This contract is for a period of twelve (12) months and also includes FAR52.217-8 OPTION TO EXTEND SERVICES clause. If the six (6) month extension of performance of services is exercised under FAR 52.217-8, the maximum duration of this contract is 18 months.

5. The HSP shall assure that supplies and services arranged on behalf of the authorized ordering officer conform to the general requirements of the contract in accordance with this PWS. The HSP shall assist the SUPPO or authorized ordering officer with resolving any problems in meeting the requirements.

6. Minimum guarantee for this contract is US$20,000.00 and the maximum value (maximum quantity) of this contract is US$500,000.00.

B. QUALITY

1. The HSP shall provide goods and services at requested delivery times at fair and reasonable prices to ships and other authorized users making port visits, provide continuous oversight of costs and performance throughout the area covered by this contract, and make meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. This contract and PWS do not specify how the

HSP is to perform, but instead provide measurable performance standards, which are established in the Quality Assurance Surveillance Plan (QASP) to monitor contract performance during each ship's visit.

2. The percentile goals in the QASP are fixed for each factor. The failure of the HSP to meet the percentile goal for any factor will be investigated and evaluated by the Contracting Officer. The HSP will be given the opportunity to refute an adverse assessment prior to finalizing the metric for a quarter.

C. PRICING – SEE ATTACHMENT 2

1. The services described in this PWS are performance based. All prices as a result of this contract are firm-fixed prices. With the exception of Port Tariffs, pricing for all supplies/services shall, include at a minimum, all necessary equipment, licensed operators, all liability insurance as required by local laws, holiday and overtime costs, customs clearances, mobilization, demobilization, removal, disposal, pre-positioning, staging, vetting of operations, fuel and operating expenses associated with performing the entire cycle to deliver and dispense with the logistic services described in this contract. In layman terms, all services are 'all inclusive' of all pricing variables and contingencies unless specifically stated otherwise in the pricing. These Fixed Prices shall also include performance at night, overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, other inclement weather, or service to tankers and ships carrying explosives. These requirements do not include performance during typhoons except where ships are required to depart in advance of typhoons as part of a typhoon evasion plan. Performance is not required during periods when operations have been suspended by host nation port authorities. The HS Contractor will not be liable for performance delays and will be entitled to payment for services (at the rate quoted in the Attachment 2 schedule for that line item) provided during periods where operations have been suspended by host nation port authorities. The HSP shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the U.S. Government.

2. Fees for Husbanding Services cover regular and overtime labor of contractor personnel supporting the ships plus indirect expenses, including all management, overhead and office expenses as well as profit.

3. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and/or labor is along-side the vessel and capable of operations. For the purposes of this contract, one (1) day is equal to 24 hours and begins with the performance of service. For example, service from 1800 until 1800 the next calendar day is equal to one (1) day of service. In cases where the billing unit is 'day' and a full day of service is not used by the Ordering Activity, the HSP shall be entitled to bill for one day of service. For example, if a sub lot line item with a billing unit of day were ordered and used for 30 hours, the HSP would be entitled to bill for two days of service. In cases where the ship does not arrive at the time specified in the ordering LOGREQ and services are made available based upon the time requested in the ordering LOGREQ, billing for services may commence at the time requested by the Government unless notice of cancellation is provided by the Ordering Activity or the organization authorized to pass this information on behalf of the Ordering Activity.

4. When the HSP obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list, then the HSP shall be reimbursed for the published price of the item. The HSP shall not be paid an amount in addition to the published price of the item. A copy of the published price list shall be provided to the Ordering Officer or Contracting Officer, if requested.

5. Repositioning is defined as: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions. Where a ship is at anchorage and the Ordering Activity requests repositioning of equipment, the HSP may be entitled to additional fees for repositioning to be determined by use of:

a. Prior agreement of the Ordering Officer in cases where the total repositioning costs do not exceed $3,000
b. Prior agreement of the Contracting Officer in cases where the total repositioning costs exceed $3,000.

6. Port Tariffs: The HSP will be fully reimbursed for Port Tariff items. Port Tariffs will apply to those services which are based on Port Tariff rates established and controlled by Port Authorities. English translated copies of the Port Tariffs must be submitted to the Supply Officer of the ship entering a specific Port.

7. Purchase Card Surcharge: The U.S. Government reserves the right to make payment by purchase card. All purchase card surcharges will be identified as a separate entry on each invoice. Surcharges are not authorized for priced items as the fixed price must include the use of the purchase card.

D. SHIPS'S LOGISTIC REQUIREMENTS (LOGREQ)

1. U.S. Navy ships and other activities authorized to pass LOGREQ requirements on behalf of Ordering Officers will provide, via e-mail, a copy of the unclassified "logistics requirements" (LOGREQ) message directly to the HSP. This LOGREQ may include logistical requirements that are pre-priced under the contract and logistical requirements that are pre-priced under the contract. The LOGREQ is an order for logisitical requirements that are pre-priced under the contract. The HSP shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning price performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Operations Officers, and FISC.

2. After receipt of a LOGREQ the HSP shall make such arrangements for pre-priced items as necessary with port authorities, other U.S. Government Contractors, and other commercial firms to provide supplies and services requested. The HSP shall confirm receipt of the ordering LOGREQ (to the activity who provides the LOGREQ to the HSP) within 24 hours. Confirmation of receipt shall be made by email to the activity passing the LOGREQ.

3. The HSP shall furnish to the ordering activity and FISC Yokosuka Contracting Officer a pre-arrival cost estimate in response to the receipt of a LOGREQ. This estimate will be prepared using the **Attachment 2** spreadsheet format, and will include estimated prices for items submitted on the LOGREQ pre-priced in the contract. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff." This estimate shall be provided to the ordering officer and FISC Yokosuka Contracting Officer via email within (48) hours of receipt of the LOGREQ. This report shall also include cost saving or avoidance recommendations and will explain any anticipated "additional" costs. A LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

4. Ships will not provide force protection requirements in an unclassified LOGREQ message. The activity to which this message is addressed will contact the HSP and pass the ship's force protection requirements for action. The HSP shall confirm with the ship that these force protection requirements received have been actually ordered by the ship prior to beginning performance. The ship's Supply Officer (SUPPO) or Commanding Officer may also request additional force protection requirements not covered by the force protection LOGREQ by email, telephone, or personally upon the ship's arrival. The HSP shall coordinate with the SUPPO before providing any additional force protection. If any other activity or individual orders force protection services (i.e. NCIS, etc) not covered in the ship's force protection LOGREQ provided to the HSP, the HSP is required to immediately inform the ship and receive confirmation prior to beginning performance of these services. Organizations such as NCIS and DAO are not authorized Ordering Officers under this contract unless specific authorization is given by the Contracting Officer, therefore, they have no contractual authority to place orders. Any services provided in this contract ordered by an entity otherwise described in this contract shall be provided at the HSP's own risk and shall result in no additional cost to the government.

5. If a ship requires supplies and services during the course of a port visit that are not included on the schedule of supplies and services at Attachment 2 as pre-priced, (PT(port tariff), TBD, or NSP (not separately priced), the supplies and services will be acquired separately from the contract.

E. ADVANCE LOGISTICS RESPONSE TEAM

1. In the event that a Logistics Response Team for a ship arrives in port prior to a ship's arrival, the HSP will assist the logistics response team by providing logistical support and coordinating all requirements.

2. When the HSP provides support for a Logistics Response Team so that it can perform its mission, the HSP shall bill at the "Subsequent Days" daily rate for husbanding services for each day of support provided "in person" to the logistics response team.

F. INITIAL BOARDING

1. The HSP shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival. All HSP personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port. All correspondence shall be in English. The HSP is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered. Upon initial boarding the HSP shall provide all emergency telephone numbers, i.e. police, hospitals, firefighters, shipboard generated industrial waste (SGIW) disposal and hazardous material (HAZMAT) and oil spill response. The HSP shall visit the ship at least once per day and shall be available on call at all times (24 hours per day, seven days per week) to assist the ship with requirements and to resolve problems.

2. The HSP shall brief the ordering officer(s) about ordered services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HSP shall provide its POC information with 24-hour contact phone numbers.

3. The HSP shall provide the ordering officer(s) with copies of applicable port tariffs and current prices for frequently ordered services, and with any other information provided by other government agencies for distribution. The HSP shall be prepared to take additional ships' orders for supplies or services not placed in the ordering LOGREQ.

G. ORDERING SUPPLIES AND SERVICES AFTER RECEIPT OF A LOGREQ

1. After receipt of a LOGREQ, the HSP must first use Host Nation (HN) services and supplies that can be provided free of charge by the host nation. If services and supplies are not available free of charge from the host nation, they must be provided if within the scope of this contract. The Contracting Officer will be notified if there is a question regarding the scope of the contract. U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or, if the port-provided supplies and services are less expensive than similar services provided by the HSP or its subcontractors, or finally provide it themselves to include subcontractors. Where the reasonable cost of mobilization/demobilization for U.S. Government owned equipment exceeds the quoted price of the sub lot line item it is intended to replace, the HSP shall use the least cost alternative to meet the requirement. If, for any reason, an item that would otherwise be provided by the Government, host nation, or port authority is not available, that item shall be provided by the HSP at the price quoted in the **Attachment 2** pricing schedules.

2. Passing Requirements to other U.S. Government agencies or contractors: The HSP may be required to coordinate and pass orders on behalf of the ship, to include transmission via fax or e-mail, to other U.S. Government Supply Chain agencies or contractors holding U.S. Government contracts (e.g., Defense Supply Center Prime Vendor (DSCP) or DLA-Energy for various supplies and services required. Any disputes or discrepancies arising from the order will be resolved directly between the ordering officer and the other agency or Contractor(s).

3. Money Exchange Services: The HS Contractor shall arrange for authorized moneychangers to exchange U.S. dollars for ship personnel into local currency. Money Exchange services shall be made available onboard ship to crewmembers at least two hours daily with buy-back service on the day before the ship's departure. The moneychangers may include a commission of not more than plus or minus 1.5% difference from the Official Exchange Rate. A locally-available and verifiable currency exchange rate may be used as the Official Exchange Rate. Verification of the exchange rate shall be provided to the Ordering Activity at the time of service. The HS Contractor shall maintain adequate records justifying its basis for determining the Official Exchange Rate and shall make those records available to the U.S. Government upon request. This Official Exchange Rate will be used for financial conversions not covered by payments in U.S. dollars.

4. Laundry Services: The HS Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Laundry and dry cleaning services that are required by the ship from the laundry and dry cleaning vendor will be ordered from the vendor by the ship. Payment for services will be made by the ship to the vendor rather than through the HS Contractor. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure. The HS Contractor shall assist in resolving vendor billing discrepancies.

5. Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

6. Immigration, Customs and Visa: The HS Contractor shall assist ship personnel with immigration, customs and visa requirements into the country of the port visit.

7. Medical Emergencies: If requested, the HS Contractor may be required to make arrangements for emergency medical treatment of ship's crewmembers while the ship is in port. In cases where a member is airlifted into a port by the ship, the HS Contractor, in coordination with the U.S. Consulate/Embassy, will arrange for proper medical care until the member can be returned to the ship, or evacuated to the United States. If there are costs associated with arranging these services, the HS Contractor shall obtain approval from the SUPPO/Contracting Officer prior to providing the support.

8. The HS Contractor shall facilitate the ship's timely departure. The HS Contractor shall provide timely invoices of provided services and supplies to the Supply Officer at the time of the pre-sailing visit. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided. The HS Contractor shall remove all provided equipment.

9. The U.S. Government will not pay the HSP for any personal requests from individual crewmembers, whether military or civilian.

    a. Morale Welfare and Recreation (MWR) Services: The HSP may be required to assist the ship in booking MWR trips, tours, hotel accommodations, or other MWR type items

    b. If another U.S. Navy authorized Information, Ticket and Tours (ITT) contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If awarded, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

10. Pre-Departure Visit / Bill Payment: The HSP shall schedule a visit to the ship one day prior to its departure date in order to present invoices which can be validated, accepted and certified for payment. Written receipt for acceptance of all goods and services shall be obtained during this visit. The ordering activity shall provide a check for all **finalized** invoices prior to departure where the content of the invoice is not disputed. The HSP shall obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure. The HSP shall relay at that time any late information on pilot and tug schedule changes and any additional information applicable to the ship and its departure.

H. UNIQUE / PARTICULAR SITUATIONS

1. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within 3 days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back on Saturday, Sunday or Monday, it will be charged subsequent day fees. If the ship comes back Tuesday, it will be charged the first day rate).

2. If a ship comes into port and does not notify the HSP or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days as applicable.

3. The HSP is required to be able to simultaneously husband ten (10) separate ships throughout the Region, to include two (2) large ships in a single port simultaneously (e.g., two aircraft carriers).

4. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HSP shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office.

5. Short Notice Orders: If orders are issued less than 48 hours prior to the required time for the start of performance, the HSP shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

I. CANCELLATION OF ORDERS

1. Unless otherwise provided herein, in the event an order, or any portion of an order, is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. If several deliveries are required to satisfy an order or portion of an order, i.e., garbage pick-up and disposal on each of five days, then the 48-hour notice period shall be computed from each of the required delivery dates. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled "Termination for the Government's Convenience (FAR 52.212-4)", of the clause entitled "CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS."

2. In rare cases, when ordering items requires long lead times, the Government may apply the Termination for the Government's Convenience clause as referenced above even though an order was cancelled prior to 48 hours before a required delivery.

3. In every case, the HS Contractor is responsible for taking all necessary steps to mitigate the U.S. Government's damages or termination costs. As part of its mitigation, the Government reasonably expects

that the HS Contractor shall consider these cancellation rights as it enters into agreements with its subcontractors and suppliers.

Note: Although a supply or service may be described as part of the line item descriptions, the only items that are being acquired under the contract are the supplies and services that are listed on the price schedules for each lot.

J. LINE ITEM DESCRIPTIONS –

LINE ITEM XX01 - FIRST DAY/SUBSEQUENT DAY HUSBANDING SERVICES (ANCHORAGE AND PIERSIDE)

1. The HSP shall provide husbanding services to ships visiting the ports in the Region covered by this contract. Line Item XX01 requires that the HSP perform all services and provide all supplies necessary to fully comply with the tasks and responsibilities described at paragraphs A-H above unless a task or responsibility is specifically included in a separately-priced Line Item below. The HSP's responsibilities under these Line Items start prior to the arrival of the ship and continue after the ship's departure.

2. The husbanding fee is based on the First Day and Subsequent Day(s) of the ship visit. A husbanding fee may be provided to the HSP for services rendered prior to the ship's visit, i.e. assistance to the ship's logistics response team.

3. The HSP is responsible for providing and coordinating the FP services described in paragraphs 2-6 and 8-15 of the PWS description for Line Items XX13, xx14, and xx15 as part of their Husbanding Services under Lot Line Item XX01.

LINE ITEM XX02 - TRASH REMOVAL

1. Trash removal service is the collection and disposal of refuse (i.e., trash) including liquid, semi-liquid, or solid garbage. Refuse does not include explosives and incendiary waste, or waste contaminated by medical and radiological processes.

2. The HSP shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse.

3. For ships at pier side, the HSP shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulation, or barges alongside the ship. The HSP shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.

4. For ships at anchorage, the HSP shall remove trash at the times agreed to by the HSP and Supply Officer. For trash collection at anchorage, the trash barge shall be available 24 hours a day (when not contrary to law or port regulation) with suitable self-fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

5. For trash collection by barge, the HSP shall provide trash barges/scows (with tug service if barge is not self-propelled) for ships at anchorage. The barges shall be completely empty at time of arrival at the ship. In situations where an empty barge is not available, the HSP shall provide a system to measure the volume of trash deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of the trash. The HSP shall have ready access to sufficient barges and equipment to support multiple ships at anchorage simultaneously. The barge's crew shall be entirely

responsible for the tending of lines and for barge's security. The movement of trash from the ship to the barge shall be performed with care by the ship's sailors.

6. In instances of bad weather or emergency where the ship must depart on short notice, the HSP shall remove barges within four hours of being directed to do so by the ship. Should a vessel with a trash barge alongside experience an emergency where the ship must depart, the SUPPO will advise the HSP at least four (4) hours in advance for the barge pick-up.

7. The HSP shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The HSP is also responsible to follow any environmental regulations required by each country. The HSP is required to keep all disposal certificates and shall make them available to the Contracting Officer upon request.

8. Refuse containers, when used and when emptied, shall be returned to their original position with the lids (if any) replaced thereon.

9. The HSP shall be paid based on the ACTUAL CUBIC METERS of trash removed.

10. Where trash is required to be segregated, the Ordering Activity shall be required to segregate the material at the time of disposal. The HSP shall be responsible for providing separate containers for each vessel, clearly marked with the required categories and for informing the Ordering Activity, upon arrival, that segregation is required. If the Ordering Activity does not segregate trash as required, the HSP shall inform the Ordering Activity and Logistic Support Representative (LSR) prior to departure and bill for the cost of trash segregation within 48 hours after the vessel's departure.

LINE ITEM XX03 – FLEET LANDING

1. When ordered by the ship, the HSP shall furnish services/supplies for the fleet landing area. The following is a list of the basic supplies and services that a ship may need.

2. FLEET LANDING. HSP shall provide the sub-line items specified in this Line Item and shall provide a unit price for each sub-line item. The unit price shall be per day for each item. Mobilization/demobilization charges shall be included in sub-line item price. Fleet Landing services include the following:

    a. PORTABLE TOILET UNIT SERVICES. The unit price shall be for a single commode and one (1) urinal. The daily rate shall include pumping and cleaning as many times as necessary to ensure clean, sanitary condition and providing all chemicals, cleaning products and toilet paper. The HSP shall check toilet facilities at least every six (6) hours to ensure cleanliness.

    b. PORTABLE ELECTRIC GENERATORS. The HSP shall provide a portable, gasoline powered, electric generator capable of supplying power to portable lighting and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). Generator shall be at least 5KW with circuit breaker protector. Daily rate includes fuel, oil, and necessary consumables to operate the generator, transportation, set-up, dismantling and labor.

    c. Chairs (each per day)

    d. Long tables - approximately 2 meters in length (each per day)

LINE ITEM XX04 – BROW SERVICES

1. BROWS

    a. Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The HSP shall provide the brows specified in the schedule as ordered by the ship. A range of brow sizes is provided in each of the sub lot line items of lot line item XX04. All brows provided by port authorities, host nation, or US Government shall be billed at cost as port tariff items. Mobilization, demobilization, setup and placement shall be included in the proposed unit price of all XX04 sub lot line items.

    b. Due to the height difference between the submarine deck and pier, the HSP provided submarine brow must afford personnel a smooth and safe transit when entering or exiting the submarine deck. The submarine brow must be capable of supporting shore power cables without damaging the cable.

2. MOBILE CRANE SERVICES

    a. The HSP shall provide mobile crane services (shore crane) with operator(s). The HSP shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HSP shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each mobile crane ordered.

    b. Crane services under this Line Item are for land cranes only.

3. FORKLIFT SERVICES

    a. The HSP shall provide forklift services with operator(s). The HSP shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. Upon the Supply Officer's request, the HSP shall provide information concerning forklift/lifting capacity. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HSP shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered.

LINE ITEM XX05– SHIP MOVEMENT SERVICES (PILOTS, TUGS, LINEHANDLERS)

1. The HSP shall arrange pilots, tugs, and line handlers as ordered. The HSP shall coordinate with port authorities, as necessary, to ensure that the services are available at the times requested. It should be noted that the port authority or other authorized sources provide these services, and are, therefore, to be priced in accordance with current tariff rates.

2. The HSP shall provide tugs to bring ships to and from berthing locations. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

LINE ITEM XX06 - WATER FERRY/TAXI SERVICES

1. The HSP shall provide water taxis to transfer ship personnel to and from the ship and the fleet. At the commencement of service, the HSP is required to advise the ship of scheduled breaks and any changes to the taxi service schedule. The HSP shall provide water taxi service when the vessel is expected to be at

anchorage for twenty-four (24) hours or more. Water taxi service shall be always available, with the exception of inclement weather, during the two (2) one-hour meal breaks and during refueling.

2. Taxi water service shall include a minimum of two (2) qualified operators (a driver and one other operator), any other helpers or crew members required by local authorities, all insurance, fuel, holiday surcharges, overtime, and other operating expenses. Operator qualifications are set forth in paragraph (14) below.

3. Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the ship. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection. The HSP shall be entitled to a six (6) hour minimum rental fee in cases where actual usage is less than six hours per day.

4. If the HSP cannot provide the size of water taxi ordered, the HSP shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event the ship will be charged for the size of the water taxi ordered. For example, if one (1) 250-pax water taxi is ordered and is not available, then two (2) 125-pax water taxis shall be provided for the rate of one (1) 250-pax water taxi, if acceptable to the Ordering Officer.

5. The HSP shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the port or the country in which the port is located. Apart from compliance with local laws and regulations, the HSP shall meet all additional requirements as set forth throughout the PWS. Water taxi shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, and fitted for service required. Further, water taxi shall be in a clean condition when presented for service and shall be free of debris.

6. Each water taxi shall be equipped with at least one clean and serviceable life jacket for each passenger and crewmember, and all jackets shall be stowed in a readily accessible place.

7. Except as otherwise specified herein, the service shall include all equipment needed to transport personnel between the vessel anchored in the outer harbor, or in the inner harbor, fleet landing, or any designated pier or berth within the port. If it becomes necessary to change the landing point of the water taxi (pier or berth) within the port, the HSP shall dock at the new landing point. In the event this occurs, it will be considered to be a “Change” to the contract.

8. All water taxis used by the HSP shall provide overhead covering.

9. Before the commencement of any services under this contract, the HSP shall make the water taxi available to the Ordering Vessel’s Commanding Officer or designated representative for inspection.

10. The following information shall be conspicuously posted in each water taxi shall be in English and the language of the country in which the port is located:

    a. Current operator’s/captain’s license.
    b. Passenger/weight capacity limits notice.
    c. Location of life jackets and other life saving equipment.
    d. Location of all exits indicated in large letters.
    e. Emergency procedures.

11. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

12. The consumption of alcoholic beverages shall not be permitted aboard the water taxi.

13. Operator Qualifications: All personnel or employees of the HSP operating water taxis, shall have all certification required and issued by the law of the country in which the port is located for the operation of the type, class, or size of water taxi being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the water taxis are to be operated to ensure the water taxis are operated in a safe and seaworthy manner. At least one operator on each boat must speak English.

14. Security: During the term of this contract, the ship(s) to be serviced will provide adequate and sufficient security personnel for maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the ship's Commanding Officer or designated representative. When such naval personnel are embarked in a HSP-operated water taxi, he will be responsible for the good order and discipline of naval personnel.

15. In the event of a water taxi breakdown, immediately prior to, or during a trip, the HSP shall immediately provide a replacement water taxi that complies in all respects with this contract, at no additional cost to the U.S. Government. If a water taxi is not operable when required under this contract, the HSP shall immediately provide at no additional expense to the U.S. Government, a replacement water taxi which complies in all respects with this contract.

16. Any personal articles or items found on the water taxi after completion of each trip shall be turned over to the ship's Security Officer or his direct representative.

17. To verify a claim by the HSP for any damage or destruction caused by the U.S. Government, it shall be the responsibility of the HSP to ensure that the water taxi is jointly inspected before and after each trip by the HSP and an authorized representative of the U.S. Government.

18. When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

19. Inspection and acceptance criteria for water taxi services. The Commanding Officer or his designated representative of the ARMY/USS/USNS/USCG ship shall inspect and accept all liberty boats/water taxis prior to transporting any personnel. Each order for liberty boat/water taxi services is made on the basis that the request is to be considered a final order/obligation of the US Government only after each water taxi has been inspected and accepted by the ship's representative. The ship's Commanding Officer is solely responsible for the safety of his crew and the subsequent acceptance of liberty boat/water taxi services. The following features or components may be inspected prior to acceptance. The following items must be functional and in safe operating condition:

    a. HULL
        i. Watertight integrity of weather decks, bulkheads, watertight closures and interior hull structure.
        ii. Superstructure (including masts and stacks).
        iii. Railings, bulwarks and their attachment to hull, especially guardrails and lifelines.
        iv. Provisions for drainage of seawater from exposed decks.

    b. MACHINERY
        i. Main propulsion and auxiliary machinery essential to operation of craft.
        ii. Sea and bulkhead closure valves.
        iii. Bilge suction strainers and dewatering systems bilge pumps to be tested by operation.
        iv. Bilges free of flammable liquids.

c. ELECTRICAL
   i. Cables.
   ii. Navigation, deck and emergency lighting.
   iii. Rotating electrical machinery, e.g., generators and motors.
   iv. Storage batteries.

d. LIFESAVING EQUIPMENT
   i. Life preservers sufficient number for maximum capacity of craft, accessible and in satisfactory condition.
   ii. Life raft(s) and hydrostatic release (where applicable) sufficient for maximum capacity.
   iii. First aid kits, life rings and distress lights.
   iv. Distress signaling devices.

e. FIRE FIGHTING EQUIPMENT
   i. Fire pump passes fire pump pressure test.
   ii. Portable fire extinguishers (eg. CO2 cylinders)

f. STEERING APPARATUS

g. MISC SYSTEMS AND EQUIPMENT
   i. Harbor charts.
   ii. Ground tackle and mooring lines.
   iii. Whistle/fog horn, bell.
   iv. Compass.
   v. Radar.
   vi. 2 way radio capable of bridge to bridge communications.
   vii. Current licenses.

20. The HSP shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for U.S. Government review and inspection.

LINE ITEM XX07 – GENERAL CHARTER & HIRE ITEMS

1. YOKOHAMA OR COMPARABLE TYPE FENDERS

   a. The HSP shall furnish Yokohama or comparable type fenders for all classes of ships in accordance with the Schedule of Supplies and Services. Fenders provided shall be appropriate and safe for the class of ship and pier configuration. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee PER Yokohama or comparable type fender. All costs associated with installation, and removal of one fender, as well as round trip costs associated with transport of the fender from another port or storage location, if required, are to be included in the proposed line item price.

   b. Rental is on a daily (24-hour) basis, per fender. The HSP shall be responsible for securing the fenders to the pier.

   c. The HSP shall provide fenders with a minimum of two (2) mooring lines.

2. CAMELS, BREASTING, AND FENDERING BARGES

a. The camels shall be flat surface platforms to be placed alongside the pier and sufficiently capable of breasting the ship away from the pier or from other ships.

b. The HSP shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3. LANDING BARGES

a. The landing barges shall be flat surface barges for positioning at the stern or side of the vessel to serve as a loading/unloading platform for water taxi personnel or cargo; they shall not interfere with the operations of the ships' elevators or other equipment. Although landing barges are primarily used for class IV and V vessels, they may be ordered for use with any class vessel.

b. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

4. OILY WASTE REMOVAL (TRUCK AND BARGE)

a. Oily Waste is defined as any liquid petroleum product mixed with wastewater and/or oil in any amounts, which, if discharged overboard, would cause or show sheen on the water. The HSP shall dispose of any combination of oily waste and grey water as oily waste.

b. Oily Waste is measured by Cubic Meter (1CM = 264.2 Gallons). The HSP shall submit, as an attachment to the invoices for disposal services, a document verifying the quantity collected and the name of the disposal plant where the oily waste have been or will be disposed.

c. The HSP shall comply with the environmental requirements of each country where oily waste is disposed and shall be liable for any costs incurred as a result of the HSP's failure to comply with such requirements. The HSP shall keep all disposal certificates and shall make them available to the Contracting Officer upon request. If the ship concurs with the volume, the ship will pay for the entire amount.

d. Oily Waste Removal involves the collection of Oil and Aggregate Water generated by the ships. The requiring vessel will pump this waste into HSP-provided tanks or barges. The HSP shall provide all equipment and facilities required to remove oily waste, including hoses and connections compatible with the ship being serviced. The HSP shall provide hoses of sufficient length from equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

e. In all cases when a ship orders oily waste disposal services, the HSP shall invoice and will be paid the for a minimum daily quantity of 60 CM for providing the disposal services, even if the oily waste quantity pumped and disposed that day is less than the 60 CM minimum quantity.

f. In the event the HSP subcontracts oily waste disposal, the HSP shall be liable for any costs incurred as a result of the disposal operator's failure to comply with local requirements.

g. The HSP shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed. The Government reserves the right to independently verify the volume of discharge using certified flow measuring devices. The Government reserves the right to request a written statement from the HSP describing the method of measurement used to determine the amount of Oily Waste removed from the vessel.

h. When removal is done via barge, the HSP shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. The HSP shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements.

5. INTERPRETER SERVICES

a. The HSP shall provide interpreter services when ordered. The interpreter shall be fluent in both spoken and written local language and English.

6. PRATIQUE

a. The HSP shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

7. STEVEDORE SERVICES

a. The HSP shall provide stevedores for general labor. Billing shall be at the hourly rate for worker.

8. PORT DUES

a. In some countries, the port authority or concessionaire charges port dues to the visiting ship. The port dues may be based on the length or based on the gross tonnage of the ship. Only 'FINAL' invoices will be accepted for payment.

LINE ITEM XX08 - COLLECTION, HOLDING, AND TRANSFER (CHT)

1. The HSP is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships throughout the area covered by this contract. The HSP shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The HSP shall be responsible for the supervision of the collection, transportation and disposal services to avoid any overflow of waste on the barge and at the pier. Services shall commence upon ship's arrival whether, at anchor or pierside. The HSP shall pre-position CHT barges, when necessary, in accordance with force protection or other requirements.

2. The HSP shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3. The HSP shall remove sewage from the ship in HSP-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

4. The HSP shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT. The Government reserves the right to use its own metering device to verify measurement of sewage discharge.

5. The HSP shall provide CHT hoses of sufficient length from HSP equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6. The HSP shall properly dispose of all sewage whether by pier-side or at anchorage.

7. The CHT service shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the HSP shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT.

8. The HSP shall submit, as an attachment to the invoices, a document (certified by the ship's personnel) that indicates the quantity collected and the name of the disposal plant where the CHT will be disposed. The Government reserves the right to independently verify the actual volume of CHT discharged using a certified flow measuring device provided by the HSP. The Government reserves the right to request a written statement from the HSP describing the method of measurement used to determine the amount of Oily Waste removed from the vessel.

9. The HSP shall follow any environmental regulations required by each country. If the ship concurs with the volume, the ship will pay for the entire amount.

10. The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the HSP's report in writing. The HSP is also responsible to keep all disposal certificates and shall make them available to Contracting Officer upon request.

11. When CHT removal is via barge, The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

In all cases when a ship orders CHT disposal services, the HSP shall invoice and will be paid the for a minimum daily quantity of CHT for providing the disposal services, even if the CHT quantity pumped and disposed that day is less than the 60 CM minimum quantity.

LINE ITEM XX09 - FRESH POTABLE WATER

1. Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

   a. Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See below:

1. Contaminant levels for inorganic chemicals (effective 1 January 1993)

CONTAMINANT	*MCLG (mg/L)* [1]	*MCL (mg/L)*	*AL (mg/L* [2]*)*
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	

CONTAMINANT	*MCLG (mg/L)* [1]	*MCL (mg/L)*	*AL (mg/L* [2]*)*
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0		.015 [4]
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
TOTAL NITRATE AND NITRITE (AS N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE :	4	4	

(1). Maximum contaminant level goal (MCLG). The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are nonenforceable health goals.

(2) Action level (AL). Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90th percentile" level is greater than 0.015 mg/L).

2. Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 - DICHLOROETHANE	0	0.005
1,1 - DICHLOROETHYLENE	0.007	0.007

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
PARA - DICHLOROBENZENE	0.075	0.075
1,1,1 - TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.6
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 - DICHLOROPROPANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES (TOTAL)	10	10

3. Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) effective 01 January 1993))

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3- CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S (AS DECACHLORBIPHENYL)	0	0.0005
ALDICARB	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10[(1)]

[(1)]. The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

4. Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites that are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Reference (d) contains sampling requirements for the Navy public water system.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Autoanalysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the multiple-Tube Fermentation (MTF) Technique, and the membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use is included in reference (1).

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, except where the State waives this requirement on a case-by-case basis.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the State may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before, unless the MCL has been violated and the system has notified the State (in which case the State may reduce or eliminate the requirement to take the remaining samples).

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms. Or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements that apply when a sample is fecal coliform-positive.

5. Turbidity The MCL for turbidity applies to both community water systems and noncommunity water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at State option).

b. Five turbidity units (maximum) average for 2 consecutive days.

c. These requirements apply to filtered systems until 29 JUNE 1993. The requirements apply to unfiltered systems that the State has determined, in writing, must install filtration until 29 June 1993 or until filtration is installed whichever is later. After the above dates, consult the latest edition of 40 CFR 141.

6. The MCL for Radiological Contaminants are:

Gross alpha particle activity including radium 226 but excluding radon and uranium . . . . . .15 pCi/L
Combined radium-226 and radium 228 . . .. .5 pCi/L
Tritium . . . . .20,000 pCi/L
Strontium-90. . . . . 8 pCi/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

7. Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

b. Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

a. These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at these websites: http://www.epa.gov/OGWDW and http://www.tdh.state.tx.us/bfds. The HSP shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

b. The HSP shall provide for the delivery of fresh potable water to the ships as ordered. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, CERTIFIED METERING DEVICES.

c. Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraphs (2)(a) and (2)(b) above. If the water source does not meet the requirements of potable water, the HSP shall be required to provide water from an alternate approved source at no increase in the contract price.

d. Potable water pierside shall be delivered by pipeline if available. If a vessel is at anchorage SUBLINE ITEM XX09AC applies.

2. The HSP shall be paid based on the ACTUAL METRIC TONS of potable water received on the ship. The Government reserves the right to require a written statement from the HSP describing the method of measurement used to determine the amount of potable water provided to the vessel.

LINE ITEM XX10 – SHIP UTILITY SERVICES

1. SHORE STEAM

a. The HSP shall provide shore steam to the ship. This sub lot line item is performance-based. Shore steam provided to the ship may be provided by any means (boiler or generator) so long as the pressure of steam delivered to the vessel is approximately 100 PSI (standard commercial pressure) and of acceptable quality for the vessel. Pricing for provision of shore steam shall be on a TBD basis and should include the boiler or generator, fuel for the generator, mobilization/demobilization, hoses, and adapters appropriate to the vessel type, and water (where required) for the generator or boiler. This item shall be billed on a daily basis.

2. OIL BOOMS

a. The HSP shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom. Billing for LINE ITEM XX10AA & XX10AB shall be per meter. For example, a 300-meter oil boom would be billed at 300 meters per day.

b. Oil Booms are intended to act as a precautionary measure in case of inadvertent leakage from equipment otherwise in sound operating equipment. Oil booms are also intended to mitigate the environmental damages that may otherwise result from inadvertent leakage. The HSP shall notify the Ordering Activity, upon receipt of a LOGREQ request, if deployment of an oil boom at the proposed mooring location is contrary to host nation or port authority regulation so that the order for the oil boom service can be cancelled. Cleanup and disposal of oil is a port authority function. If the HSP incurs charges for these services, they shall be billed as port tariff items on a reimbursable basis.

3. SHORE POWER (INCLUDES CABLES, CONNECTION, FUEL, AND OPERATORS) 450-480V, 60 HZ

   a. The HSP shall provide shore power to the ship using a port-provided, permanent connection system or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels. The HSP shall provide all cables and make all power connections between the generator and ship. The availability of shore power shall be in accordance with the schedule established by the ship.

   b. Sub Lot Line Items XX10AC through XX10AG are to be used only if/when shore power provided by port authorities is, for any reason, not available or inadequate.

LINE ITEM XX11 – LAND TRANSPORTATION (PERSONNEL) SERVICES (BUS SERVICE AND VEHICLE RENTAL SERVICE)

1. GENERAL REQUIREMENTS :

   a. All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured. The HSP is responsible for delivering all cargo and personnel to the correct location on schedule.

   b. If a Government official is designated to drive the vehicle, he or she is required to be at least 21years and meet all requirements for driving in the host nation. The HSP is responsible for passing the information required to register with the local rental company from the Ordering Activity.

   c. The HSP shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government shall have the right to reject the vehicle for performance of services. The HSP shall ensure that each vehicle is jointly inspected before and after a trip by the HSP and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

   d. If a vehicle is not operable when required under this contract, the HSP shall provide, at no additional expense to the U.S. Government, a replacement vehicle within three (3) hours that complies in all respects with this contract.

2. BUS SERVICE

   a. The HSP shall provide air-conditioned bus services on an hourly rate basis and bill under LINE ITEM XX11AA and XX11AB. The hourly rate shall include one driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any additional driver, if required, shall be priced separately. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

   b. The HSP shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition when presented for service and shall be free of debris.

   c. In the event of a bus breakdown, the HSP shall provide within two hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

   d. Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's Ordering Officer.

e. The HSP shall be responsible for ensuring that the HSP and an authorized representative of the U.S. Government jointly inspect before and after a trip each bus. The U.S. Government will not consider any claim for damage to a bus, which has not been inspected.

3. VEHICLE RENTAL SERVICE

a. Vehicle Specifications, Maintenance, and Malfunctions

(i) The HSP shall furnish "new" air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations.

Sedans or SUVs shall have a minimum capacity of four (4) passengers and 1600cc engine.

In the event a "new" vehicle is not available in certain countries, the HSP shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. Vehicles shall be priced on a daily rate. They shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full. The prices for vehicles rented are based upon an assumption that the vehicles will be returned with an empty tank of gas. There shall be no surcharge applied to the commercial price of the fuel. Vehicles can be returned with any amount of gasoline. Ships shall not be responsible for returning the vehicle with a full tank of fuel, and the HSP shall not be obligated to credit the ship for the remaining fuel.

(ii) The HSP shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and be responsible for all emergency repairs and services.

(iii) Should any vehicle break down while in the U.S. Government's possession, the HSP shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than three (3) hours later. The replacement shall take place either at the point of breakdown or at the HSP's office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the HSP's expense. In addition, the HSP shall be liable for any U.S. Government incurred costs because of the breakdown; such as towing, repair costs, and related transportation expenses because the HSP was unreachable.

b. Substitution of Vehicles

(i) If the HSP does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the HSP shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group B car is ordered but unavailable, and if no other Group B vehicle is available, the HSP shall furnish a higher group vehicle at the price listed for the Group B vehicle originally ordered.
(ii) In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

c. General Description of Vehicle Types

(i) The vehicles shall meet the general description set out below:

Medium-size Sedan (Group "B"): 2 - 4 doors; 4 - 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Executive Sedan (Group “E”): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Passenger Van (Group “M”): 9-passenger capacity; air conditioning; minimum 2000cc engine.

Cargo Van (Group “X”): 12 Cubic Meter volume capacity, air conditioning; minimum 2000cc engine.

d. Insurance and Liability.

(i) The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below.

(ii) The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

(iii) The HSP and any Subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the HSP, its subcontractors, its agents, or employees.

(iv) The HSP shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The HSP shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

(v) Paragraph (iv) shall not be construed as limiting the HSP’s liability to the amounts of the required minimum insurance coverage specified therein.

e. Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. The HSP shall notify the Supply Officer of the infraction and amount cited.

f. Mileage and Deposit Charges. There are no mileage or deposit charges for the vehicles rented under this contract.

g. Time Periods of Rental. Rental time shall begin once U.S. Government employees have taken possession of the vehicle. The daily rate is defined as 24 consecutive hours. If the vehicle is rented with a driver, and if a driver is required during the entire period of rental, no individual driver shall be required to drive more than 8 hours straight. Drivers must not have been driving within the previous 8 hours.

h. Executive Sedan with Driver (Group "Y"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan. This group requires an executive sedan and shall be provided with a driver. Drivers must be familiar with local area, and must speak English. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. No individual driver shall be required to drive more than 8 hours. Drivers must not have been driving within the previous 8 hours. The HSP shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations by the provided driver. The U.S. Government will reimburse the HSP for additional costs in two cases: for highway tolls, and for the driver's overnight accommodation up to $120.00 or equivalent local currency, when

required by U.S. Government business such as travel to another city, and upon presentation of an original invoice.

LINE ITEM XX12 - TELEPHONE SERVICES AND COMMUNICATIONS EQUIPMENT

1. Cellular Telephone Services (LINE ITEM XX12AC): Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under LINE ITEM XX12AC. The HSP shall have readily available a minimum of 10 cellular telephones at a given time. Each mobile phone provided shall include an operating manual/instruction with published rates for usage.

2. Landlines (LINE ITEM XX12AA): Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Installation charges shall be inclusive of all costs for installation and removal of landlines. Usage charges and port tariff fees associated with landline connections (LINE ITEM XX12AB) will be the actual charges computed in accordance with the local or national tariff.

3. The HSP shall provide pre-paid International Calling Cards for official use (LINE ITEM XX12AE).

LINE ITEM XX13, XX14, XX15 - FORCE PROTECTION BARRIERS, PERSONNEL, AND SUPPLIES

1. Only the ship's Commanding Officer, the ship's Supply Officer, or the FISC Yokosuka Contracting Officer is authorized to order Force Protection (FP) services under this contract. If any other activity or individual attempts to order FP services (e.g., NCIS, DAO, etc), the Husbanding Service (HSP) Contractor is required to immediately inform the ship and receive a proper order prior to beginning performance of these services.

2. The HSP is responsible for providing and coordinating the FP services described in paragraphs 2-6 and 8-15 as part of their Husbanding Services under Lot Line Item XX01. The HSP shall develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HSP must coordinate all aspects of FP planning and services with Port Authorities, host nation agencies, and U.S. Embassy security staff. If the host nation is supplying FP assets the HSP must verify they are available and are scheduled to show up on time.

3. The HSP will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer. The HSP shall not add any requirements without prior approval.

4. The HSP is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Yokosuka Contracting Officer. The HSP must explain what the added FP service will include and why it has been requested. The FISC Yokosuka Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HSP will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

5. FP is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, having the objective of improving security to personnel and ships while in port. FP services or supplies may be provided by the host nation at no cost or may be billed at the public tariff rate. The HSP is required to verify what services will be provided by the host nation. For the services that cannot be provided by the host nation, the HSP is required to arrange these services by obtaining them from commercial sources at the prices indicated in the pricing schedule.

6. The HSP shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a

verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HSP's written policy shall describe the required measures to protect ship schedule information.

7. The HSP shall provide as many services identified below as ordered by the ship or FISC Yokosuka Contracting Officer. These services do not include other related services not listed, but may be required and separately ordered to attain a higher level of security in a port.

8. Personnel providing force protection services must be responsive to instructions from the ship. This does not authorize force protection personnel to violate any local regulations, any Port Authority ordinances, or local decrees. The equipment and material used for the force protection services will be inspected by the ship's force to ascertain that they meet force protection requirements.

9. Access Points: The HSP shall establish a single entry and exit point to the pier area.

10. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

11. Personnel Identification: The HSP shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

12. Background Checks: The HSP shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations. The HSP shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers. The HSP shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The HSP shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing. In addition, the HSP will be required to provide vetting services for third party contractors such as DLA-Engery contractors.

13. Access Lists: The HSP shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

14. Inspections: The HSP shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

15. Stand-Off Distances:

    a. Objects: To the maximum extent practicable the HSP shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

    b. Unloading Zones: To the maximum extent practicable the HSP shall establish unloading zones at least 400 feet (125 meters) away from the ship.

c. Warning Signs: The HSP shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

i. Sign Specifications:
1. Language: Must be in the local language(s) as well as English.
2. Wording: Must state "Restricted Area, Do Not Enter"
3. Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
4. Color: Yellow or white with black lettering
5. Visibility: Must be highly visible from a distance of 400 feet (125 meters)
6. Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

16. The unit price for force protection services shall include all costs associated with providing transportation, mobilization/installation and demobilization/de-installation, or arranging the requested services below unless the transportation, mobilization/installation and demobilization/de-installation is identified as a separate Lot Line item number. The HSP's invoice shall set forth the unit of issue identified for each service, total quantity ordered for each service, unit price, and the total price.

17. The force protection services that the ships may order if included on the contract schedules are:

(a) Jersey-type security barriers and CONEX box barriers capable of stopping a vehicle (automobile). (Price per meter per day)
(i) Concrete barriers
(ii) Water filled barriers (completely filled with water). Price must include water.
(iii) CONEX box barriers.
Mobilization, installation and demobilization will be billed under a separate contract line item number.

(b) Unarmed security guard to control vehicle and personnel access to pier. (Price per guard per hour) Must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival.

(c) Floating Line of Demarcation (LOD) at pierside, equipped with anchors and lighting (for night visibility). (Price per meter per day) The floating LOD must be anchored at least 30 meters from ship. Oil booms are acceptable. Mobilization, installation and demobilization will be billed under a separate contract line item number.

(d) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities. Continuous coverage is required for the period of performance ordered by the ship or by the Contracting Officer. (Price per patrol craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(e) Unarmed and manned motorized patrol craft, approximately 5-10 meters in length, with own radio to communicate with ship and local authorities, to escort ship from pilot pickup point to mooring location. (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(f) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length),

with own radio to communicate with ship and local authorities, on call (available within 15 minutes). (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(g) Tire-shredding strips, equipped with metal spikes, to be placed across the entry to pier access. (Price per one strip per day) Must be capable of disabling a vehicle, which drives over the strips in the wrong direction. Strips must be at least one meter in length.

(h) Metal pedestrian-control fences. (Price per 2x2 meters fence per day) Must be at least two (2) meters high, two (2) meters wide, and sturdy enough to withstand wind and other inclement weather.

(i) Signs in host nation language. Signs shall be at least one (1) meter long and a half (1/2) meter wide, with lettering at least 10 cm high. (Price per sign per day). Each sign is to read: "Controlled area. Unauthorized entry prohibited." Signs shall be legible, on a sturdy material that will not fade, run, or be ruined due to inclement weather (plastic material preferable). Signs shall also be written in fluorescent paint/material or be lighted, so they can be seen at night. Signs shall have some type of securing means on them, such as a hole punched in each corner, to use wire to secure sign to fence.

(j) Portable fluorescent lighting capable of illuminating 300 meters by 100-meter area. The HS Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port's installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting. (Price per portable unit per day)

(k) Weather resistant guard shacks, capable of holding at least two persons. Guard shack shall be enclosed, and shall have, at a minimum, one door and one window. Please indicate guard shack measurements. (Price per unit per day).

(l) Hand held metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition (Price per unit per day)

(m) Walk-through metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(n) Trained metal detector operators. (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(o) Hand held explosives detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day).

(p) Walk-through explosive detector, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(q) Trained explosives detector operators, (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(r) X-ray baggage scanning machines, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(s) Trained X-ray baggage scanning operators (Price per hour per operator). Operators shall search host national baggage. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(t) Explosives disposal-trained diving services capable of inspecting pier before ship arrival. Must have obtained all applicable licenses and/or certifications from host nation prior to diving. (Price per hour)

(u) Battery operated bullhorns, new batteries included. (Price per unit per day)

(v) Sturdy tables with dimensions of at least two (2) meters long and one (1) meter wide, with four folding chairs. (Price per unit per day)

(w) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and open on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(x) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and closed on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(y) 800 MHz radios. Must be in excellent condition, and battery operated, with batteries included. (Price per unit per day)

Note: If the FP services required in support of the port visit are not included as pre-priced items in the contract schedules, paragraph D.5. of the PWS applies.

LINE ITEM XX16 - PORT HANDLING COSTS

1. PAINT FLOAT

   a. The paint float shall be no less than 5M in length but, in all cases, large enough to provide a safe and stable working platform for the occupants. Scaffolding may be of any height less than 3.5M from the deck, so as to provide a working platform at least 4M from the waterline. The paint float shall be equipped with suitable self-fendering to prevent damage to the ship. The price of these fenders shall be included in the quoted price of the paint float. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HSP at no additional charge. Rails shall be no less than 1M from the working platform. The working platform shall be equipped with anchor points for harnessing. The Ordering Activity shall be responsible for providing safety harnesses, for obtaining permission from local authorities prior to all work on the paint float, and for cleanup/disposal of all hazardous material generated or released outside the paint float. The HSP shall notify the Ordering Activity of local regulatory requirements concerning paint floats, assist the Ordering Activity in submitting requests and passing required documentation to the local authority where permission is required to work on the paint float, and arrange for required cleaning of the paint float upon return. The ordering activity is responsible for securing the paint float from the time custody has been transferred to them until returned to the HSP or the ship departs, whichever is earlier.

2. MATERIAL HANDLING (UP TO 150 LBS)

   a. The HSP shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

b. The HSP shall use counter-to-counter delivery and charge by each Bill of Lading. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

c. Shipping documents shall be labeled "SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HSP.

d. The HSP shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel. The HSP shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

e. The HSP shall receive the package from the ship and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

f. The HSP shall deliver the package to the ship the day of arrival in port or the following morning. The HSP shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

g. The HSP shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HSP shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

3. MANLIFT (WITHOUT OPERATOR)

a. The HSP shall provide a manlift (without operator) and a full fuel tank. The HSP shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning. The HSP shall conduct training on safety and operating procedures for ship personnel. The HSP shall maintain documentation of ship personnel acknowledgement of the training.

LINE ITEM XX17 - COST REPORTING

LINE ITEM XX17AA - LogSSR Reporting

Upon award, the HSP shall utilize the LogSSR to submit all reports and documentation related to the husbanding order. LogSSR can be accessed through the NAVSUP One Supply website at https://www.navsup.navy.mil/onesupply, redirected through www.navsup.navy.mil/logssr or directly at the official website of https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(1) LogSSR access and input.

(a) At the start of the contract period of performance, the HSP shall begin to enter the final itemized port cost information for every order under this contract directly into the LogSSR database (Actual Cost Report) and email all corresponding documentation (LOGREQ, Initial Cost Estimate Report, validation of submission of cost estimate, final invoices, and supporting documentation required by the contract). External Certification Authority Public Key Infrastructure (ECA PKI) is not required for entry, but no access to the HSP's information is accessible unless obtaining an ECA PKI.

(2) LogSSR functionality.

(a) This system is designed to gather all reports and documentation related to ALL ordering activity e.g. a ship's visit, beginning with the Initial Cost Estimate (referred to in this solicitation as the 'pre-arrival cost estimate') to the Actual Cost Report. All supporting documentation will be submitted by email to navsup_hq_logssr@navy.mil in PDF format (Adobe Acrobat) when the port visit information is

entered into LogSSR. Although the pre-arrival cost estimate is a separate reporting requirement, a copy of this report shall also be submitted as part of the Actual Cost Report documentation described in paragraph (b) below. The Documentation is discussed below:

(b) Actual Cost Report:

(1) The HSP shall create the Actual Cost Report in the LogSSR website directly, **within seven (7) calendar days from completion of the ship's visit**. The HSP shall also send a copy of the order (i.e. SF 1155 or 1449), a copy of any Initial Cost Estimates, a copy of the LOGREQ, and all HSP and any sub-contractor invoices and supporting documentation required by the contract as PDF files to the LogSSR email address of **navsup_hq_logssr@navy.mil** and to the email address specified at the time of contract award for each region concurrent with the creation of the Actual Cost Report in LogSSR. The HSP shall identify the line items as actual or estimated. This option is for those line items where the HSP has not received the actual invoice before the ship leaves port, i.e. telephone bills. The HSP shall include ALL port costs paid by each ship for which the HSP provides husbanding services. Email submissions should be limited to no more than 10 MB per email (multiple emails authorized if needed) and reference the port visit identification number in the subject line (received when a port visit is submitted).

(2) For ships or ordering activities that do not have disbursement capabilities, the HSP shall send the signed DD Form 1155, invoices and the additional documents required clearly indicating that a payment is pending to email address husbanding@fe.navy.mil and to the LogSSR email address of **navsup_hq_logssr@navy.mil.**

(3) Any changes to an Actual Cost Report (i.e. finalize the charges made on an estimated amount) shall be forwarded by e-mail to and to the email address husbanding@fe.navy.mil and to **navsup_hq_logssr@navy.mil** email account as PDF file within seven (7) calendar days of the change. The email must contain a summary of the changes. The FISC contracting office will update changes to the LogSSR.

(4) The Actual Cost Report and supporting documentation will be visible in the LogSSR website by the government personnel with validation authority. Final reports of an HSP representative can be accessed through the website only by obtaining an ECA PKI that will provide access only to the HSP's submitted information.

NOTE: Before submission of reports or any other data to the FISC Contracting Office via electronic transmission or any other data media, the HSP shall scan all documents with current anti-virus software to ensure computer virus free transmission. The LogSSR server scans all reports for computer viruses before inclusion in the databases. Any reports received containing computer viruses will be immediately deleted and not necessarily returned to the HSP.

NOTES:

1. "All data obtained by the Government through the use of LOGSRR during the course of the contract is for the Government's use and shall be treated as 'limited rights' as described in DFAR 252.227-7013(13) after the contract expires".

2. Failure to provide required reports in a timely manner as outlined in the PWS will result in penalties as outlined in the Quality Assurance Surveillance Plan (QASP).

LINE ITEM XX18 - PORT TARIFFS NOT OTHERWISE SPECIFIED

Line Item XX18 – Port tariffs

1. Port tariffs (PT) billable under XX18 include all PT items for which a specific sub-line item is not specified in the Exhibit A.

2. The HS Contractor shall also provide all original documents with any invoices for port tariff items which have been provided to the ship for certification by the ship's Supply Officer prior to departure. Invoices for port tariff items not available prior to the ship’s departure shall be presented for payment in accordance with OC-1.

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: N4034510RCSG0021

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-11-D-0004	09-Nov-2010		N40345-10-R-0120	08-Oct-2010

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)*

8. OFFER DUE DATE/LOCAL TIME: 02:00 PM 22 Oct 2010

9. ISSUED BY CODE N40345

(N40345) FISC DET SINGAPORE
CONTRACTING DEPARTMENT (CODE 250)
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: NAICS:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE. LTD.
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$588,888.00

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE
- [ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(6), (b)(7)(C)

31c. DATE SIGNED: 09-Nov-2010

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) Contracting Officer

TEL (b)(6), (b)(7)(C)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1			NSP

MINIMUM GUARANTEE HS VIETNAM CAMBODIA
FFP
THIS LINE ITEM DOES NOT ORDER GOODS OR SERVICES. IT MAY BE ISSUED ON TASK ORDER/DELIVERY ORDER NUMBER 00MG FOR THE SOLE PURPOSE OF RECORDING THE OBLIGATION OF FUNDS ASSOCIATED WITH THE MINIMUM QUANTITY UNDER THIS BASIC CONTRACT.
FOB: Destination
MILSTRIP: N4034510RCSG0021
PURCHASE REQUEST NUMBER: N4034510RCSG0021

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		588,888	Lot	$1.00	$588,888.00

HUSBANDING SERVICE VIETNAM AND CAMBODIA
FFP
SEE ATTACHMENT 2 FOR A COMPLETE LISTING OF ALL LLINS AND SUBLLINS FOR THIS CLIN. THIS BASE PERIOD SHALL BE FOR 12 MONTHS. ALL PRICES ARE FOB DESTINATION AND SHLL BE IN U.S. DOLLARS.
FOB: Destination
MILSTRIP: N4034510RCSG0021
PURCHASE REQUEST NUMBER: N4034510RCSG0021

NET AMT $588,888.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-DEC-2010 TO 30-NOV-2011	N/A	N/A FOB: Destination	
0002	POP 01-DEC-2010 TO 30-NOV-2011	N/A	N/A FOB: Destination	

PERFORMANCE WORK STATEMENT

A. DESCRIPTION OF CONTRACTUAL SCOPE

1. The geographic scope and region covered by this contract includes the following ports:
   Lot 1 – Da Nang, Vietnam
   Lot 2 – Sihanoukville. Cambodia

2. This contract is a Firm-Fixed-Price Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract for the provision of maritime husbanding support. It is not for husbanding agency. The holder of this contract is a U.S. Navy contractor or Husbanding Service Provider (HSP). The holder of this contract is not an agent of the U.S. Navy and does not have the authority to bind the U.S. Navy. Maritime Husbanding Support is defined as: Providing supplies and services as defined in the Performance Work Statement of the contract in support of U.S. Vessels within a port area.

   a. This support is provided by a Husbanding Services provider from a standard list of services under contract.
   b. For items not supported by existing supply chains: e.g. fuel, subsistence, etc.

3. Users authorized to use this contract are United States Navy Commands, United States Marine Corps (USMC), Military Sealift Command (MSC), and the United States Coast Guard (USCG). Other users including the United States Army (USA) shall require specific authorization from the Contracting Officer to use this contract or have a Contracting Officer's Representative designated.

4. This contract is for a period of twelve (12) months and also includes FAR52.217-8 OPTION TO EXTEND SERVICES clause. If the six (6) month extension of performance of services is exercised under FAR 52.217-8, the maximum duration of this contract is 18 months.

5. The HSP shall assure that supplies and services arranged on behalf of the authorized ordering officer conform to the general requirements of the contract in accordance with this PWS. The HSP shall assist the SUPPO or authorized ordering officer with resolving any problems in meeting the requirements.

6. Minimum guarantee for this contract is US$20,000.00 and the maximum value (maximum quantity) of this contract is US$3,000,000.00.

B. QUALITY

1. The HSP shall provide goods and services at requested delivery times at fair and reasonable prices to ships and other authorized users making port visits, provide continuous oversight of costs and performance throughout the area covered by this contract, and make meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. This contract and PWS do not specify how the HSP is to perform, but instead provide measurable performance standards, which are established in the Quality Assurance Surveillance Plan (QASP) to monitor contract performance during each ship's visit.

2. The percentile goals in the QASP are fixed for each factor. The failure of the HSP to meet the percentile goal for any factor will be investigated and evaluated by the Contracting Officer. The HSP will be given the opportunity to refute an adverse assessment prior to finalizing the metric for a quarter.

C. PRICING – SEE ATTACHMENT 2

1. The services described in this PWS are performance based. All prices as a result of this contract are firm-fixed prices. With the exception of Port Tariffs, pricing for all supplies/services shall, include at a minimum, all necessary equipment, licensed operators, all liability insurance as required by local laws, holiday and overtime costs, customs clearances, mobilization, demobilization, removal, disposal, pre-positioning, staging, vetting of operations, fuel and operating expenses associated with performing the entire cycle to deliver and dispense with the logistic services described in this contract. In layman terms, all services are 'all inclusive' of all pricing variables and contingencies unless specifically stated otherwise in the pricing. These Fixed Prices shall also include performance at night, overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, other inclement weather, or service to tankers and ships carrying explosives. These requirements do not include performance during typhoons except where ships are required to depart in advance of typhoons as part of a typhoon evasion plan. Performance is not required during periods when operations have been suspended by host nation port authorities. The HS Contractor will not be liable for performance delays and will be entitled to payment for services (at the rate quoted in the Attachment 2 schedule for that line item) provided during periods where operations have been suspended by host nation port authorities. The HSP shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the U.S. Government.

2. Fees for Husbanding Services cover regular and overtime labor of contractor personnel supporting the ships plus indirect expenses, including all management, overhead and office expenses as well as profit.

3. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and/or labor is along-side the vessel and capable of operations. For the purposes of this contract, one (1) day is equal to 24 hours and begins with the performance of service. For example, service from 1800 until 1800 the next calendar day is equal to one (1) day of service. In cases where the billing unit is 'day' and a full day of service is not used by the Ordering Activity, the HSP shall be entitled to bill for one day of service. For example, if a sub lot line item with a billing unit of day were ordered and used for 30 hours, the HSP would be entitled to bill for two days of service. In cases where the ship does not arrive at the time specified in the ordering LOGREQ and services are made available based upon the time requested in the ordering LOGREQ, billing for services may commence at the time requested by the Government unless

notice of cancellation is provided by the Ordering Activity or the organization authorized to pass this information on behalf of the Ordering Activity.

4. When the HSP obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list, then the HSP shall be reimbursed for the published price of the item. The HSP shall not be paid an amount in addition to the published price of the item. A copy of the published price list shall be provided to the Ordering Officer or Contracting Officer, if requested.

5. Repositioning is defined as: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions. Where a ship is at anchorage and the Ordering Activity requests repositioning of equipment, the HSP may be entitled to additional fees for repositioning to be determined by use of:

    a. Prior agreement of the Ordering Officer in cases where the total repositioning costs do not exceed $3,000
    b. Prior agreement of the Contracting Officer in cases where the total repositioning costs exceed $3,000.

6. Port Tariffs: The HSP will be fully reimbursed for Port Tariff items. Port Tariffs will apply to those services which are based on Port Tariff rates established and controlled by Port Authorities. English translated copies of the Port Tariffs must be submitted to the Supply Officer of the ship entering a specific Port.

7. Purchase Card Surcharge: The U.S. Government reserves the right to make payment by purchase card. All purchase card surcharges will be identified as a separate entry on each invoice. Surcharges are not authorized for priced items as the fixed price must include the use of the purchase card.

D. SHIPS'S LOGISTIC REQUIREMENTS (LOGREQ)

1. U.S. Navy ships and other activities authorized to pass LOGREQ requirements on behalf of Ordering Officers will provide, via e-mail, a copy of the unclassified "logistics requirements" (LOGREQ) message directly to the HSP. This LOGREQ may include logistical requirements that are pre-priced under the contract and logistical requirements that are pre-priced under the contract. The LOGREQ is an order for logisitical requirements that are pre-priced under the contract. The HSP shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning price performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Operations Officers, and FISC.

2. After receipt of a LOGREQ the HSP shall make such arrangements for pre-priced items as necessary with port authorities, other U.S. Government Contractors, and other commercial firms to provide supplies and services requested. The HSP shall confirm receipt of the ordering LOGREQ (to the activity who provides the LOGREQ to the HSP) within 24 hours. Confirmation of receipt shall be made by email to the activity passing the LOGREQ.

3. The HSP shall furnish to the ordering activity and FISC Yokosuka Contracting Officer a pre-arrival cost estimate in response to the receipt of a LOGREQ. This estimate will be prepared using the **Attachment 2** spreadsheet format, and will include estimated prices for items submitted on the LOGREQ pre-priced in the contract. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff." This estimate shall be provided to the ordering officer and FISC Yokosuka Contracting Officer via email within (48) hours of receipt of the LOGREQ. This report shall also include cost saving or avoidance recommendations and will explain any anticipated "additional" costs. A LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

4. Ships will not provide force protection requirements in an unclassified LOGREQ message. The activity to which this message is addressed will contact the HSP and pass the ship's force protection requirements for action. The HSP shall confirm with the ship that these force protection requirements received have been actually ordered by the ship prior to beginning performance. The ship's Supply Officer (SUPPO) or Commanding Officer may also request additional force protection requirements not covered by the force protection LOGREQ by email, telephone, or personally upon the ship's arrival. The HSP shall coordinate with the SUPPO before providing any additional force protection. If any other activity or individual orders force protection services (i.e. NCIS, etc) not covered in the ship's force protection LOGREQ provided to the HSP, the HSP is required to immediately inform the ship and receive confirmation prior to beginning performance of these services. Organizations such as NCIS and DAO are not authorized Ordering Officers under this contract unless specific authorization is given by the Contracting Officer, therefore, they have no contractual authority to place orders. Any services provided in this contract ordered by an entity otherwise described in this contract shall be provided at the HSP's own risk and shall result in no additional cost to the government.

5. If a ship requires supplies and services during the course of a port visit that are not included on the schedule of supplies and services at Attachment 2 as pre-priced, (PT(port tariff), TBD, or NSP (not separately priced), the supplies and services will be acquired separately from the contract.

E. ADVANCE LOGISTICS RESPONSE TEAM

1. In the event that a Logistics Response Team for a ship arrives in port prior to a ship's arrival, the HSP will assist the logistics response team by providing logistical support and coordinating all requirements.

2. When the HSP provides support for a Logistics Response Team so that it can perform its mission, the HSP shall bill at the "Subsequent Days" daily rate for husbanding services for each day of support provided "in person" to the logistics response team.

F. INITIAL BOARDING

1. The HSP shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival. All HSP personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port. All correspondence shall be in English. The HSP is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered. Upon initial boarding the HSP shall provide all emergency telephone numbers, i.e. police, hospitals, firefighters, shipboard generated industrial waste (SGIW) disposal and hazardous material (HAZMAT) and oil spill response. The HSP shall visit the ship at least once per day and shall be available on call at all times (24 hours per day, seven days per week) to assist the ship with requirements and to resolve problems.

2. The HSP shall brief the ordering officer(s) about ordered services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HSP shall provide its POC information with 24-hour contact phone numbers.

3. The HSP shall provide the ordering officer(s) with copies of applicable port tariffs and current prices for frequently ordered services, and with any other information provided by other government agencies for distribution. The HSP shall be prepared to take additional ships' orders for supplies or services not placed in the ordering LOGREQ.

G. ORDERING SUPPLIES AND SERVICES AFTER RECEIPT OF A LOGREQ

1. After receipt of a LOGREQ, the HSP must first use Host Nation (HN) services and supplies that can be provided free of charge by the host nation. If services and supplies are not available free of charge from the host nation, they must be provided if within the scope of this contract. The Contracting Officer will be notified if there is a question regarding the scope of the contract. U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or, if the port-provided supplies and services are less expensive than similar services provided by the HSP or its subcontractors, or finally provide it themselves to include subcontractors. Where the reasonable cost of mobilization/demobilization for U.S. Government owned equipment exceeds the quoted price of the sub lot line item it is intended to replace, the HSP shall use the least cost alternative to meet the requirement. If, for any reason, an item that would otherwise be provided by the Government, host nation, or port authority is not available, that item shall be provided by the HSP at the price quoted in the **Attachment 2** pricing schedules.

2. Passing Requirements to other U.S. Government agencies or contractors: The HSP may be required to coordinate and pass orders on behalf of the ship, to include transmission via fax or e-mail, to other U.S. Government Supply Chain agencies or contractors holding U.S. Government contracts (e.g., Defense Supply Center Prime Vendor (DSCP) or DLA-Energy for various supplies and services required. Any disputes or discrepancies arising from the order will be resolved directly between the ordering officer and the other agency or Contractor(s).

3. Money Exchange Services: The HS Contractor shall arrange for authorized moneychangers to exchange U.S. dollars for ship personnel into local currency. Money Exchange services shall be made available onboard ship to crewmembers at least two hours daily with buy-back service on the day before the ship's departure. The moneychangers may include a commission of not more than plus or minus 1.5% difference from the Official Exchange Rate. A locally-available and verifiable currency exchange rate may be used as the Official Exchange Rate. Verification of the exchange rate shall be provided to the Ordering Activity at the time of service. The HS Contractor shall maintain adequate records justifying its basis for determining the Official Exchange Rate and shall make those records available to the U.S. Government upon request. This Official Exchange Rate will be used for financial conversions not covered by payments in U.S. dollars.

4. Laundry Services: The HS Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Laundry and dry cleaning services that are required by the ship from the laundry and dry cleaning vendor will be ordered from the vendor by the ship. Payment for services will be made by the ship to the vendor rather than through the HS Contractor. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure. The HS Contractor shall assist in resolving vendor billing discrepancies.

5. Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

6. Immigration, Customs and Visa: The HS Contractor shall assist ship personnel with immigration, customs and visa requirements into the country of the port visit.

7. Medical Emergencies: If requested, the HS Contractor may be required to make arrangements for emergency medical treatment of ship's crewmembers while the ship is in port. In cases where a member is airlifted into a port by the ship, the HS Contractor, in coordination with the U.S. Consulate/Embassy, will arrange for proper medical care until the member can be returned to the ship, or evacuated to the United States. If there are costs associated with arranging these services, the HS Contractor shall obtain approval from the SUPPO/Contracting Officer prior to providing the support.

8. The HS Contractor shall facilitate the ship's timely departure. The HS Contractor shall provide timely invoices of provided services and supplies to the Supply Officer at the time of the pre-sailing visit. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided. The HS Contractor shall remove all provided equipment.

9. The U.S. Government will not pay the HSP for any personal requests from individual crewmembers, whether military or civilian.

    a. Morale Welfare and Recreation (MWR) Services: The HSP may be required to assist the ship in booking MWR trips, tours, hotel accommodations, or other MWR type items

    b. If another U.S. Navy authorized Information, Ticket and Tours (ITT) contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If awarded, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

10. Pre-Departure Visit / Bill Payment: The HSP shall schedule a visit to the ship one day prior to its departure date in order to present invoices which can be validated, accepted and certified for payment. Written receipt for acceptance of all goods and services shall be obtained during this visit. The ordering activity shall provide a check for all **finalized** invoices prior to departure where the content of the invoice is not disputed. The HSP shall obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure. The HSP shall relay at that time any late information on pilot and tug schedule changes and any additional information applicable to the ship and its departure.

H. UNIQUE / PARTICULAR SITUATIONS

1. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within 3 days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back on Saturday, Sunday or Monday, it will be charged subsequent day fees. If the ship comes back Tuesday, it will be charged the first day rate).

2. If a ship comes into port and does not notify the HSP or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days as applicable.

3. The HSP is required to be able to simultaneously husband ten (10) separate ships throughout the Region, to include two (2) large ships in a single port simultaneously (e.g., two aircraft carriers).

4. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HSP shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office.

5. Short Notice Orders: If orders are issued less than 48 hours prior to the required time for the start of performance, the HSP shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

I. CANCELLATION OF ORDERS

1. Unless otherwise provided herein, in the event an order, or any portion of an order, is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. If several deliveries are required to satisfy an order or portion of an order, i.e., garbage pick-up and disposal on each of five days, then the 48-hour notice period shall be computed from each of the required delivery dates. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled "Termination for the Government's Convenience (FAR 52.212-4)", of the clause entitled "CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS."

2. In rare cases, when ordering items requires long lead times, the Government may apply the Termination for the Government's Convenience clause as referenced above even though an order was cancelled prior to 48 hours before a required delivery.

3. In every case, the HS Contractor is responsible for taking all necessary steps to mitigate the U.S. Government's damages or termination costs. As part of its mitigation, the Government reasonably expects that the HS Contractor shall consider these cancellation rights as it enters into agreements with its subcontractors and suppliers.

Note: Although a supply or service may be described as part of the line item descriptions, the only items that are being acquired under the contract are the supplies and services that are listed on the price schedules for each lot.

J. LINE ITEM DESCRIPTIONS –

LINE ITEM XX01 - FIRST DAY/SUBSEQUENT DAY HUSBANDING SERVICES (ANCHORAGE AND PIERSIDE)

1. The HSP shall provide husbanding services to ships visiting the ports in the Region covered by this contract. Line Item XX01 requires that the HSP perform all services and provide all supplies necessary to fully comply with the tasks and responsibilities described at paragraphs A-H above unless a task or responsibility is specifically included in a separately-priced Line Item below. The HSP's responsibilities under these Line Items start prior to the arrival of the ship and continue after the ship's departure.

2. The husbanding fee is based on the First Day and Subsequent Day(s) of the ship visit. A husbanding fee may be provided to the HSP for services rendered prior to the ship's visit, i.e. assistance to the ship's logistics response team.

3. The HSP is responsible for providing and coordinating the FP services described in paragraphs 2-6 and 8-15 of the PWS description for Line Items XX13, xx14, and xx15 as part of their Husbanding Services under Lot Line Item XX01.

LINE ITEM XX02 - TRASH REMOVAL

1. Trash removal service is the collection and disposal of refuse (i.e., trash) including liquid, semi-liquid, or solid garbage. Refuse does not include explosives and incendiary waste, or waste contaminated by medical and radiological processes.

2. The HSP shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse.

3. For ships at pier side, the HSP shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulation, or barges alongside the ship. The HSP shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.

4. For ships at anchorage, the HSP shall remove trash at the times agreed to by the HSP and Supply Officer. For trash collection at anchorage, the trash barge shall be available 24 hours a day (when not contrary to law or port regulation) with suitable self-fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

5. For trash collection by barge, the HSP shall provide trash barges/scows (with tug service if barge is not self-propelled) for ships at anchorage. The barges shall be completely empty at time of arrival at the ship. In situations where an empty barge is not available, the HSP shall provide a system to measure the volume of trash deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of the trash. The HSP shall have ready access to sufficient barges and equipment to support multiple ships at anchorage simultaneously. The barge's crew shall be entirely responsible for the tending of lines and for barge's security. The movement of trash from the ship to the barge shall be performed with care by the ship's sailors.

6. In instances of bad weather or emergency where the ship must depart on short notice, the HSP shall remove barges within four hours of being directed to do so by the ship. Should a vessel with a trash barge alongside experience an emergency where the ship must depart, the SUPPO will advise the HSP at least four (4) hours in advance for the barge pick-up.

7. The HSP shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The HSP is also responsible to follow any environmental regulations required by each country. The HSP is required to keep all disposal certificates and shall make them available to the Contracting Officer upon request.

8. Refuse containers, when used and when emptied, shall be returned to their original position with the lids (if any) replaced thereon.

9. The HSP shall be paid based on the ACTUAL CUBIC METERS of trash removed.

10. Where trash is required to be segregated, the Ordering Activity shall be required to segregate the material at the time of disposal. The HSP shall be responsible for providing separate containers for each vessel, clearly marked with the required categories and for informing the Ordering Activity, upon arrival, that segregation is required. If the Ordering Activity does not segregate trash as required, the HSP shall inform the Ordering Activity and Logistic Support Representative (LSR) prior to departure and bill for the cost of trash segregation within 48 hours after the vessel's departure.

LINE ITEM XX03 – FLEET LANDING

1. When ordered by the ship, the HSP shall furnish services/supplies for the fleet landing area. The following is a list of the basic supplies and services that a ship may need.

2. FLEET LANDING. HSP shall provide the sub-line items specified in this Line Item and shall provide a unit price for each sub-line item. The unit price shall be per day for each item.

Mobilization/demobilization charges shall be included in sub-line item price. Fleet Landing services include the following:

a. PORTABLE TOILET UNIT SERVICES. The unit price shall be for a single commode and one (1) urinal. The daily rate shall include pumping and cleaning as many times as necessary to ensure clean, sanitary condition and providing all chemicals, cleaning products and toilet paper. The HSP shall check toilet facilities at least every six (6) hours to ensure cleanliness.

b. PORTABLE ELECTRIC GENERATORS. The HSP shall provide a portable, gasoline powered, electric generator capable of supplying power to portable lighting and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). Generator shall be at least 5KW with circuit breaker protector. Daily rate includes fuel, oil, and necessary consumables to operate the generator, transportation, set-up, dismantling and labor.

c. Chairs (each per day)

d. Long tables - approximately 2 meters in length (each per day)

LINE ITEM XX04 – BROW SERVICES

1. BROWS

a. Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The HSP shall provide the brows specified in the schedule as ordered by the ship. A range of brow sizes is provided in each of the sub lot line items of lot line item XX04. All brows provided by port authorities, host nation, or US Government shall be billed at cost as port tariff items. Mobilization, demobilization, setup and placement shall be included in the proposed unit price of all XX04 sub lot line items.

b. Due to the height difference between the submarine deck and pier, the HSP provided submarine brow must afford personnel a smooth and safe transit when entering or exiting the submarine deck. The submarine brow must be capable of supporting shore power cables without damaging the cable.

2. MOBILE CRANE SERVICES

a. The HSP shall provide mobile crane services (shore crane) with operator(s). The HSP shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HSP shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each mobile crane ordered.

b. Crane services under this Line Item are for land cranes only.

3. FORKLIFT SERVICES

a. The HSP shall provide forklift services with operator(s). The HSP shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. Upon the Supply Officer's request, the HSP shall provide information concerning forklift/lifting capacity. The forklifts provided shall be in sound mechanical condition and shall

meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HSP shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered.

LINE ITEM XX05– SHIP MOVEMENT SERVICES (PILOTS, TUGS, LINEHANDLERS)

1. The HSP shall arrange pilots, tugs, and line handlers as ordered. The HSP shall coordinate with port authorities, as necessary, to ensure that the services are available at the times requested. It should be noted that the port authority or other authorized sources provide these services, and are, therefore, to be priced in accordance with current tariff rates.

2. The HSP shall provide tugs to bring ships to and from berthing locations. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

LINE ITEM XX06 - WATER FERRY/TAXI SERVICES

1. The HSP shall provide water taxis to transfer ship personnel to and from the ship and the fleet. At the commencement of service, the HSP is required to advise the ship of scheduled breaks and any changes to the taxi service schedule. The HSP shall provide water taxi service when the vessel is expected to be at anchorage for twenty-four (24) hours or more. Water taxi service shall be always available, with the exception of inclement weather, during the two (2) one-hour meal breaks and during refueling.

2. Taxi water service shall include a minimum of two (2) qualified operators (a driver and one other operator), any other helpers or crew members required by local authorities, all insurance, fuel, holiday surcharges, overtime, and other operating expenses. Operator qualifications are set forth in paragraph (14) below.

3. Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the ship. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection. The HSP shall be entitled to a six (6) hour minimum rental fee in cases where actual usage is less than six hours per day.

4. If the HSP cannot provide the size of water taxi ordered, the HSP shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event the ship will be charged for the size of the water taxi ordered. For example, if one (1) 250-pax water taxi is ordered and is not available, then two (2) 125-pax water taxis shall be provided for the rate of one (1) 250-pax water taxi, if acceptable to the Ordering Officer.

5. The HSP shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the port or the country in which the port is located. Apart from compliance with local laws and regulations, the HSP shall meet all additional requirements as set forth throughout the PWS. Water taxi shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, and fitted for service required. Further, water taxi shall be in a clean condition when presented for service and shall be free of debris.

6. Each water taxi shall be equipped with at least one clean and serviceable life jacket for each passenger and crewmember, and all jackets shall be stowed in a readily accessible place.

7. Except as otherwise specified herein, the service shall include all equipment needed to transport personnel between the vessel anchored in the outer harbor, or in the inner harbor, fleet landing, or any designated pier or berth within the port. If it becomes necessary to change the landing point of the water taxi (pier or berth) within the port, the HSP shall dock at the new landing point. In the event this occurs, it will be considered to be a "Change" to the contract.

8. All water taxis used by the HSP shall provide overhead covering.

9. Before the commencement of any services under this contract, the HSP shall make the water taxi available to the Ordering Vessel's Commanding Officer or designated representative for inspection.

10. The following information shall be conspicuously posted in each water taxi shall be in English and the language of the country in which the port is located:

    a. Current operator's/captain's license.
    b. Passenger/weight capacity limits notice.
    c. Location of life jackets and other life saving equipment.
    d. Location of all exits indicated in large letters.
    e. Emergency procedures.

11. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

12. The consumption of alcoholic beverages shall not be permitted aboard the water taxi.

13. Operator Qualifications: All personnel or employees of the HSP operating water taxis, shall have all certification required and issued by the law of the country in which the port is located for the operation of the type, class, or size of water taxi being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the water taxis are to be operated to ensure the water taxis are operated in a safe and seaworthy manner. At least one operator on each boat must speak English.

14. Security: During the term of this contract, the ship(s) to be serviced will provide adequate and sufficient security personnel for maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the ship's Commanding Officer or designated representative. When such naval personnel are embarked in a HSP-operated water taxi, he will be responsible for the good order and discipline of naval personnel.

15. In the event of a water taxi breakdown, immediately prior to, or during a trip, the HSP shall immediately provide a replacement water taxi that complies in all respects with this contract, at no additional cost to the U.S. Government. If a water taxi is not operable when required under this contract, the HSP shall immediately provide at no additional expense to the U.S. Government, a replacement water taxi which complies in all respects with this contract.

16. Any personal articles or items found on the water taxi after completion of each trip shall be turned over to the ship's Security Officer or his direct representative.

17. To verify a claim by the HSP for any damage or destruction caused by the U.S. Government, it shall be the responsibility of the HSP to ensure that the water taxi is jointly inspected before and after each trip by the HSP and an authorized representative of the U.S. Government.

18. When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port

and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

19. Inspection and acceptance criteria for water taxi services. The Commanding Officer or his designated representative of the ARMY/USS/USNS/USCG ship shall inspect and accept all liberty boats/water taxis prior to transporting any personnel. Each order for liberty boat/water taxi services is made on the basis that the request is to be considered a final order/obligation of the US Government only after each water taxi has been inspected and accepted by the ship's representative. The ship's Commanding Officer is solely responsible for the safety of his crew and the subsequent acceptance of liberty boat/water taxi services. The following features or components may be inspected prior to acceptance. The following items must be functional and in safe operating condition:

a. HULL
   i. Watertight integrity of weather decks, bulkheads, watertight closures and interior hull structure.
   ii. Superstructure (including masts and stacks).
   iii. Railings, bulwarks and their attachment to hull, especially guardrails and lifelines.
   iv. Provisions for drainage of seawater from exposed decks.

b. MACHINERY
   i. Main propulsion and auxiliary machinery essential to operation of craft.
   ii. Sea and bulkhead closure valves.
   iii. Bilge suction strainers and dewatering systems bilge pumps to be tested by operation.
   iv. Bilges free of flammable liquids.

c. ELECTRICAL
   i. Cables.
   ii. Navigation, deck and emergency lighting.
   iii. Rotating electrical machinery, e.g., generators and motors.
   iv. Storage batteries.

d. LIFESAVING EQUIPMENT
   i. Life preservers sufficient number for maximum capacity of craft, accessible and in satisfactory condition.
   ii. Life raft(s) and hydrostatic release (where applicable) sufficient for maximum capacity.
   iii. First aid kits, life rings and distress lights.
   iv. Distress signaling devices.

e. FIRE FIGHTING EQUIPMENT
   i. Fire pump passes fire pump pressure test.
   ii. Portable fire extinguishers (eg. CO2 cylinders)

f. STEERING APPARATUS

g. MISC SYSTEMS AND EQUIPMENT
   i. Harbor charts.
   ii. Ground tackle and mooring lines.
   iii. Whistle/fog horn, bell.
   iv. Compass.
   v. Radar.
   vi. 2 way radio capable of bridge to bridge communications.
   vii. Current licenses.

20. The HSP shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for U.S. Government review and inspection.

LINE ITEM XX07 – GENERAL CHARTER & HIRE ITEMS

1. YOKOHAMA OR COMPARABLE TYPE FENDERS

   a. The HSP shall furnish Yokohama or comparable type fenders for all classes of ships in accordance with the Schedule of Supplies and Services. Fenders provided shall be appropriate and safe for the class of ship and pier configuration. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee PER Yokohama or comparable type fender. All costs associated with installation, and removal of one fender, as well as round trip costs associated with transport of the fender from another port or storage location, if required, are to be included in the proposed line item price.

   b. Rental is on a daily (24-hour) basis, per fender. The HSP shall be responsible for securing the fenders to the pier.

   c. The HSP shall provide fenders with a minimum of two (2) mooring lines.

2. CAMELS, BREASTING, AND FENDERING BARGES

   a. The camels shall be flat surface platforms to be placed alongside the pier and sufficiently capable of breasting the ship away from the pier or from other ships.

   b. The HSP shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3. LANDING BARGES

   a. The landing barges shall be flat surface barges for positioning at the stern or side of the vessel to serve as a loading/unloading platform for water taxi personnel or cargo; they shall not interfere with the operations of the ships' elevators or other equipment. Although landing barges are primarily used for class IV and V vessels, they may be ordered for use with any class vessel.

   b. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

4. OILY WASTE REMOVAL (TRUCK AND BARGE)

   a. Oily Waste is defined as any liquid petroleum product mixed with wastewater and/or oil in any amounts, which, if discharged overboard, would cause or show sheen on the water. The HSP shall dispose of any combination of oily waste and grey water as oily waste.

b. Oily Waste is measured by Cubic Meter (1CM = 264.2 Gallons). The HSP shall submit, as an attachment to the invoices for disposal services, a document verifying the quantity collected and the name of the disposal plant where the oily waste have been or will be disposed.

c. The HSP shall comply with the environmental requirements of each country where oily waste is disposed and shall be liable for any costs incurred as a result of the HSP's failure to comply with such requirements. The HSP shall keep all disposal certificates and shall make them available to the Contracting Officer upon request. If the ship concurs with the volume, the ship will pay for the entire amount.

d. Oily Waste Removal involves the collection of Oil and Aggregate Water generated by the ships. The requiring vessel will pump this waste into HSP-provided tanks or barges. The HSP shall provide all equipment and facilities required to remove oily waste, including hoses and connections compatible with the ship being serviced. The HSP shall provide hoses of sufficient length from equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

e. In all cases when a ship orders oily waste disposal services, the HSP shall invoice and will be paid the for a minimum daily quantity of 60 CM for providing the disposal services, even if the oily waste quantity pumped and disposed that day is less than the 60 CM minimum quantity.

f. In the event the HSP subcontracts oily waste disposal, the HSP shall be liable for any costs incurred as a result of the disposal operator's failure to comply with local requirements.

g. The HSP shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed. The Government reserves the right to independently verify the volume of discharge using certified flow measuring devices. The Government reserves the right to request a written statement from the HSP describing the method of measurement used to determine the amount of Oily Waste removed from the vessel.

h. When removal is done via barge, the HSP shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. The HSP shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements.

5. INTERPRETER SERVICES

a. The HSP shall provide interpreter services when ordered. The interpreter shall be fluent in both spoken and written local language and English.

6. PRATIQUE

a. The HSP shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

7. STEVEDORE SERVICES

a. The HSP shall provide stevedores for general labor. Billing shall be at the hourly rate for worker.

8. PORT DUES

a. In some countries, the port authority or concessionaire charges port dues to the visiting ship. The port dues may be based on the length or based on the gross tonnage of the ship. Only 'FINAL' invoices will be accepted for payment.

LINE ITEM XX08 - COLLECTION, HOLDING, AND TRANSFER (CHT)

1. The HSP is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships throughout the area covered by this contract. The HSP shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The HSP shall be responsible for the supervision of the collection, transportation and disposal services to avoid any overflow of waste on the barge and at the pier. Services shall commence upon ship's arrival whether, at anchor or pierside. The HSP shall pre-position CHT barges, when necessary, in accordance with force protection or other requirements.

2. The HSP shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3. The HSP shall remove sewage from the ship in HSP-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

4. The HSP shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT. The Government reserves the right to use its own metering device to verify measurement of sewage discharge.

5. The HSP shall provide CHT hoses of sufficient length from HSP equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6. The HSP shall properly dispose of all sewage whether by pier-side or at anchorage.

7. The CHT service shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the HSP shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT.

8. The HSP shall submit, as an attachment to the invoices, a document (certified by the ship's personnel) that indicates the quantity collected and the name of the disposal plant where the CHT will be disposed. The Government reserves the right to independently verify the actual volume of CHT discharged using a certified flow measuring device provided by the HSP. The Government reserves the right to request a written statement from the HSP describing the method of measurement used to determine the amount of Oily Waste removed from the vessel.

9. The HSP shall follow any environmental regulations required by each country. If the ship concurs with the volume, the ship will pay for the entire amount.

10. The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the HSP's report in writing. The HSP is also responsible to keep all disposal certificates and shall make them available to Contracting Officer upon request.

11. When CHT removal is via barge, The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to configuration of the vessel, the pier, or the barge, require

any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

In all cases when a ship orders CHT disposal services, the HSP shall invoice and will be paid the for a minimum daily quantity of CHT for providing the disposal services, even if the CHT quantity pumped and disposed that day is less than the 60 CM minimum quantity.

LINE ITEM XX09 - FRESH POTABLE WATER

1. Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

   a. Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See below:

1. Contaminant levels for inorganic chemicals (effective 1 January 1993)

CONTAMINANT	*MCLG (mg/L)* [1]	*MCL (mg/L)*	*AL (mg/L* [2]*)*
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0		.015 [4]
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
TOTAL NITRATE AND NITRITE (AS N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE :	4	4	

(1). Maximum contaminant level goal (MCLG). The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are nonenforceable health goals.

(2) Action level (AL). Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90th percentile" level is greater than 0.015 mg/L).

2. Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 - DICHLOROETHANE	0	0.005
1,1 - DICHLOROETHYLENE	0.007	0.007
PARA - DICHLOROBENZENE	0.075	0.075
1,1,1 - TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.6
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 - DICHLOROPROPANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES (TOTAL)	10	10

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*

3. Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) effective 01 January 1993))

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3- CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S (AS DECACHLORBIPHENYL)	0	0.0005
ALDICARB	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10[(1)]

(1). The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

4. Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites that are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Reference (d) contains sampling requirements for the Navy public water system.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Autoanalysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the multiple-Tube Fermentation (MTF) Technique, and the membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use is included in reference (1).

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, except where the State waives this requirement on a case-by-case basis.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the State may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before, unless the MCL has been violated and the system has notified the State (in which case the State may reduce or eliminate the requirement to take the remaining samples).

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms. Or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal

coliform positive or E. coli positive and complies with all requirements that apply when a sample is fecal coliform-positive.

5. Turbidity The MCL for turbidity applies to both community water systems and noncommunity water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at State option).

b. Five turbidity units (maximum) average for 2 consecutive days.

c. These requirements apply to filtered systems until 29 JUNE 1993. The requirements apply to unfiltered systems that the State has determined, in writing, must install filtration until 29 June 1993 or until filtration is installed whichever is later. After the above dates, consult the latest edition of 40 CFR 141.

6. The MCL for Radiological Contaminants are:

Gross alpha particle activity including radium 226 but excluding radon and uranium	15 pCi/L
Combined radium-226 and radium 228	5 pCi/L
Tritium	20,000 pCi/L
Strontium-90	8 pCi/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

7. Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

b. Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

a. These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at these websites: http://www.epa.gov/OGWDW and http://www.tdh.state.tx.us/bfds. The HSP shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

b. The HSP shall provide for the delivery of fresh potable water to the ships as ordered. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, CERTIFIED METERING DEVICES.

c. Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraphs (2)(a) and (2)(b) above. If the water source does not meet the requirements of potable water, the HSP shall be required to provide water from an alternate approved source at no increase in the contract price.

d. Potable water pierside shall be delivered by pipeline if available. If a vessel is at anchorage SUBLINE ITEM XX09AC applies.

2. The HSP shall be paid based on the ACTUAL METRIC TONS of potable water received on the ship. The Government reserves the right to require a written statement from the HSP describing the method of measurement used to determine the amount of potable water provided to the vessel.

LINE ITEM XX10 – SHIP UTILITY SERVICES

1. SHORE STEAM

   a. The HSP shall provide shore steam to the ship. This sub lot line item is performance-based. Shore steam provided to the ship may be provided by any means (boiler or generator) so long as the pressure of steam delivered to the vessel is approximately 100 PSI (standard commercial pressure) and of acceptable quality for the vessel. Pricing for provision of shore steam shall be on a TBD basis and should include the boiler or generator, fuel for the generator, mobilization/demobilization, hoses, and adapters appropriate to the vessel type, and water (where required) for the generator or boiler. This item shall be billed on a daily basis.

2. OIL BOOMS

   a. The HSP shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom. Billing for LINE ITEM XX10AA & XX10AB shall be per meter. For example, a 300-meter oil boom would be billed at 300 meters per day.

   b. Oil Booms are intended to act as a precautionary measure in case of inadvertent leakage from equipment otherwise in sound operating equipment. Oil booms are also intended to mitigate the environmental damages that may otherwise result from inadvertent leakage. The HSP shall notify the Ordering Activity, upon receipt of a LOGREQ request, if deployment of an oil boom at the proposed mooring location is contrary to host nation or port authority regulation so that the order for the oil boom service can be cancelled. Cleanup and disposal of oil is a port authority function. If the HSP incurs charges for these services, they shall be billed as port tariff items on a reimbursable basis.

3. SHORE POWER (INCLUDES CABLES, CONNECTION, FUEL, AND OPERATORS) 450-480V, 60 HZ

   a. The HSP shall provide shore power to the ship using a port-provided, permanent connection system or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels. The HSP shall provide all cables and make all power connections between the generator and ship. The availability of shore power shall be in accordance with the schedule established by the ship.

   b. Sub Lot Line Items XX10AC through XX10AG are to be used only if/when shore power provided by port authorities is, for any reason, not available or inadequate.

LINE ITEM XX11 – LAND TRANSPORTATION (PERSONNEL) SERVICES (BUS SERVICE AND VEHICLE RENTAL SERVICE)

1. GENERAL REQUIREMENTS :

   a. All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured. The HSP is responsible for delivering all cargo and personnel to the correct location on schedule.

b. If a Government official is designated to drive the vehicle, he or she is required to be at least 21years and meet all requirements for driving in the host nation. The HSP is responsible for passing the information required to register with the local rental company from the Ordering Activity.

c. The HSP shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government shall have the right to reject the vehicle for performance of services. The HSP shall ensure that each vehicle is jointly inspected before and after a trip by the HSP and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

d. If a vehicle is not operable when required under this contract, the HSP shall provide, at no additional expense to the U.S. Government, a replacement vehicle within three (3) hours that complies in all respects with this contract.

2. BUS SERVICE

a. The HSP shall provide air-conditioned bus services on an hourly rate basis and bill under LINE ITEM XX11AA and XX11AB. The hourly rate shall include one driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any additional driver, if required, shall be priced separately. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

b. The HSP shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition when presented for service and shall be free of debris.

c. In the event of a bus breakdown, the HSP shall provide within two hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

d. Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's Ordering Officer.

e. The HSP shall be responsible for ensuring that the HSP and an authorized representative of the U.S. Government jointly inspect before and after a trip each bus. The U.S. Government will not consider any claim for damage to a bus, which has not been inspected.

3. VEHICLE RENTAL SERVICE

a. Vehicle Specifications, Maintenance, and Malfunctions

(i) The HSP shall furnish "new" air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations.

Sedans or SUVs shall have a minimum capacity of four (4) passengers and 1600cc engine.

In the event a "new" vehicle is not available in certain countries, the HSP shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. Vehicles shall be priced on a daily rate. They shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full. The

prices for vehicles rented are based upon an assumption that the vehicles will be returned with an empty tank of gas. There shall be no surcharge applied to the commercial price of the fuel. Vehicles can be returned with any amount of gasoline. Ships shall not be responsible for returning the vehicle with a full tank of fuel, and the HSP shall not be obligated to credit the ship for the remaining fuel.

(ii) The HSP shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and be responsible for all emergency repairs and services.

(iii) Should any vehicle break down while in the U.S. Government's possession, the HSP shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than three (3) hours later. The replacement shall take place either at the point of breakdown or at the HSP's office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the HSP's expense. In addition, the HSP shall be liable for any U.S. Government incurred costs because of the breakdown; such as towing, repair costs, and related transportation expenses because the HSP was unreachable.

b. Substitution of Vehicles

(i) If the HSP does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the HSP shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group B car is ordered but unavailable, and if no other Group B vehicle is available, the HSP shall furnish a higher group vehicle at the price listed for the Group B vehicle originally ordered.
(ii) In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

c. General Description of Vehicle Types

(i) The vehicles shall meet the general description set out below:

Medium-size Sedan (Group "B"): 2 - 4 doors; 4 - 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Executive Sedan (Group "E"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Passenger Van (Group "M"): 9-passenger capacity; air conditioning; minimum 2000cc engine.

Cargo Van (Group "X"): 12 Cubic Meter volume capacity, air conditioning; minimum 2000cc engine.

d. Insurance and Liability.

(i) The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below.

(ii) The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

(iii) The HSP and any Subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the HSP, its subcontractors, its agents, or employees.

(iv) The HSP shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The HSP shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

(v) Paragraph (iv) shall not be construed as limiting the HSP's liability to the amounts of the required minimum insurance coverage specified therein.

e. Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. The HSP shall notify the Supply Officer of the infraction and amount cited.

f. Mileage and Deposit Charges. There are no mileage or deposit charges for the vehicles rented under this contract.

g. Time Periods of Rental. Rental time shall begin once U.S. Government employees have taken possession of the vehicle. The daily rate is defined as 24 consecutive hours. If the vehicle is rented with a driver, and if a driver is required during the entire period of rental, no individual driver shall be required to drive more than 8 hours straight. Drivers must not have been driving within the previous 8 hours.

h. Executive Sedan with Driver (Group "Y"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan. This group requires an executive sedan and shall be provided with a driver. Drivers must be familiar with local area, and must speak English. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. No individual driver shall be required to drive more than 8 hours. Drivers must not have been driving within the previous 8 hours. The HSP shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations by the provided driver. The U.S. Government will reimburse the HSP for additional costs in two cases: for highway tolls, and for the driver's overnight accommodation up to $120.00 or equivalent local currency, when required by U.S. Government business such as travel to another city, and upon presentation of an original invoice.

LINE ITEM XX12 - TELEPHONE SERVICES AND COMMUNICATIONS EQUIPMENT

1. Cellular Telephone Services (LINE ITEM XX12AC): Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under LINE ITEM XX12AC. The HSP shall have readily available a minimum of 10 cellular telephones at a given time. Each mobile phone provided shall include an operating manual/instruction with published rates for usage.

2. Landlines (LINE ITEM XX12AA): Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Installation charges shall be inclusive of all costs for installation and removal of landlines. Usage charges and port tariff fees associated with landline connections (LINE ITEM XX12AB) will be the actual charges computed in accordance with the local or national tariff.

3. The HSP shall provide pre-paid International Calling Cards for official use (LINE ITEM XX12AE).

LINE ITEM XX13, XX14, XX15 - FORCE PROTECTION BARRIERS, PERSONNEL, AND SUPPLIES

1. Only the ship's Commanding Officer, the ship's Supply Officer, or the FISC Yokosuka Contracting Officer is authorized to order Force Protection (FP) services under this contract. If any other activity or individual attempts to order FP services (e.g., NCIS, DAO, etc), the Husbanding Service (HSP) Contractor is required to immediately inform the ship and receive a proper order prior to beginning performance of these services.

2. The HSP is responsible for providing and coordinating the FP services described in paragraphs 2-6 and 8-15 as part of their Husbanding Services under Lot Line Item XX01. The HSP shall develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HSP must coordinate all aspects of FP planning and services with Port Authorities, host nation agencies, and U.S. Embassy security staff. If the host nation is supplying FP assets the HSP must verify they are available and are scheduled to show up on time.

3. The HSP will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer. The HSP shall not add any requirements without prior approval.

4. The HSP is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Yokosuka Contracting Officer. The HSP must explain what the added FP service will include and why it has been requested. The FISC Yokosuka Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HSP will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

5. FP is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, having the objective of improving security to personnel and ships while in port. FP services or supplies may be provided by the host nation at no cost or may be billed at the public tariff rate. The HSP is required to verify what services will be provided by the host nation. For the services that cannot be provided by the host nation, the HSP is required to arrange these services by obtaining them from commercial sources at the prices indicated in the pricing schedule.

6. The HSP shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HSP's written policy shall describe the required measures to protect ship schedule information.

7. The HSP shall provide as many services identified below as ordered by the ship or FISC Yokosuka Contracting Officer. These services do not include other related services not listed, but may be required and separately ordered to attain a higher level of security in a port.

8. Personnel providing force protection services must be responsive to instructions from the ship. This does not authorize force protection personnel to violate any local regulations, any Port Authority ordinances, or local decrees. The equipment and material used for the force protection services will be inspected by the ship's force to ascertain that they meet force protection requirements.

9. Access Points: The HSP shall establish a single entry and exit point to the pier area.

10. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

11. Personnel Identification: The HSP shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

12. Background Checks: The HSP shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations. The HSP shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers. The HSP shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The HSP shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing. In addition, the HSP will be required to provide vetting services for third party contractors such as DLA-Engery contractors.

13. Access Lists: The HSP shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

14. Inspections: The HSP shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

15. Stand-Off Distances:

    a. Objects: To the maximum extent practicable the HSP shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

    b. Unloading Zones: To the maximum extent practicable the HSP shall establish unloading zones at least 400 feet (125 meters) away from the ship.

    c. Warning Signs: The HSP shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

        i. Sign Specifications:
            1. Language: Must be in the local language(s) as well as English.
            2. Wording: Must state "Restricted Area, Do Not Enter"
            3. Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
            4. Color: Yellow or white with black lettering
            5. Visibility: Must be highly visible from a distance of 400 feet (125 meters)
            6. Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

16. The unit price for force protection services shall include all costs associated with providing transportation, mobilization/installation and demobilization/de-installation, or arranging the requested services below unless the transportation, mobilization/installation and demobilization/de-installation is identified as a separate Lot Line item number. The HSP's invoice shall set forth the unit of issue identified for each service, total quantity ordered for each service, unit price, and the total price.

17. The force protection services that the ships may order if included on the contract schedules are:

(a) Jersey-type security barriers and CONEX box barriers capable of stopping a vehicle (automobile). (Price per meter per day)

(i) Concrete barriers

(ii) Water filled barriers (completely filled with water). Price must include water.

(iii) CONEX box barriers.

Mobilization, installation and demobilization will be billed under a separate contract line item number.

(b) Unarmed security guard to control vehicle and personnel access to pier. (Price per guard per hour) Must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival.

(c) Floating Line of Demarcation (LOD) at pierside, equipped with anchors and lighting (for night visibility). (Price per meter per day) The floating LOD must be anchored at least 30 meters from ship. Oil booms are acceptable. Mobilization, installation and demobilization will be billed under a separate contract line item number.

(d) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities. Continuous coverage is required for the period of performance ordered by the ship or by the Contracting Officer. (Price per patrol craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(e) Unarmed and manned motorized patrol craft, approximately 5-10 meters in length, with own radio to communicate with ship and local authorities, to escort ship from pilot pickup point to mooring location. (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(f) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities, on call (available within 15 minutes). (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(g) Tire-shredding strips, equipped with metal spikes, to be placed across the entry to pier access. (Price per one strip per day) Must be capable of disabling a vehicle, which drives over the strips in the wrong direction. Strips must be at least one meter in length.

(h) Metal pedestrian-control fences. (Price per 2x2 meters fence per day) Must be at least two (2) meters high, two (2) meters wide, and sturdy enough to withstand wind and other inclement weather.

(i) Signs in host nation language. Signs shall be at least one (1) meter long and a half (1/2) meter wide, with lettering at least 10 cm high. (Price per sign per day). Each sign is to read: "Controlled area. Unauthorized entry prohibited." Signs shall be legible, on a sturdy material that will not fade, run, or be ruined due to inclement weather

(plastic material preferable). Signs shall also be written in fluorescent paint/material or be lighted, so they can be seen at night. Signs shall have some type of securing means on them, such as a hole punched in each corner, to use wire to secure sign to fence.

(j) Portable fluorescent lighting capable of illuminating 300 meters by 100-meter area. The HS Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port's installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting. (Price per portable unit per day)

(k) Weather resistant guard shacks, capable of holding at least two persons. Guard shack shall be enclosed, and shall have, at a minimum, one door and one window. Please indicate guard shack measurements. (Price per unit per day).

(l) Hand held metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition (Price per unit per day)

(m) Walk-through metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(n) Trained metal detector operators. (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(o) Hand held explosives detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day).

(p) Walk-through explosive detector, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(q) Trained explosives detector operators, (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(r) X-ray baggage scanning machines, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(s) Trained X-ray baggage scanning operators (Price per hour per operator). Operators shall search host national baggage. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(t) Explosives disposal-trained diving services capable of inspecting pier before ship arrival. Must have obtained all applicable licenses and/or certifications from host nation prior to diving. (Price per hour)

(u) Battery operated bullhorns, new batteries included. (Price per unit per day)

(v) Sturdy tables with dimensions of at least two (2) meters long and one (1) meter wide, with four folding chairs. (Price per unit per day)

(w) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and open on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(x) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least

three (3) meters by three (3) meters, and closed on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(y) 800 MHz radios. Must be in excellent condition, and battery operated, with batteries included. (Price per unit per day)

Note: If the FP services required in support of the port visit are not included as pre-priced items in the contract schedules, paragraph D.5. of the PWS applies.

LINE ITEM XX16 - PORT HANDLING COSTS

1. PAINT FLOAT

   a. The paint float shall be no less than 5M in length but, in all cases, large enough to provide a safe and stable working platform for the occupants. Scaffolding may be of any height less than 3.5M from the deck, so as to provide a working platform at least 4M from the waterline. The paint float shall be equipped with suitable self-fendering to prevent damage to the ship. The price of these fenders shall be included in the quoted price of the paint float. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HSP at no additional charge. Rails shall be no less than 1M from the working platform. The working platform shall be equipped with anchor points for harnessing. The Ordering Activity shall be responsible for providing safety harnesses, for obtaining permission from local authorities prior to all work on the paint float, and for cleanup/disposal of all hazardous material generated or released outside the paint float. The HSP shall notify the Ordering Activity of local regulatory requirements concerning paint floats, assist the Ordering Activity in submitting requests and passing required documentation to the local authority where permission is required to work on the paint float, and arrange for required cleaning of the paint float upon return. The ordering activity is responsible for securing the paint float from the time custody has been transferred to them until returned to the HSP or the ship departs, whichever is earlier.

2. MATERIAL HANDLING (UP TO 150 LBS)

   a. The HSP shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

   b. The HSP shall use counter-to-counter delivery and charge by each Bill of Lading. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

   c. Shipping documents shall be labeled "SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HSP.

   d. The HSP shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel. The HSP shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

   e. The HSP shall receive the package from the ship and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

f. The HSP shall deliver the package to the ship the day of arrival in port or the following morning. The HSP shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

g. The HSP shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HSP shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

3. MANLIFT (WITHOUT OPERATOR)

a. The HSP shall provide a manlift (without operator) and a full fuel tank. The HSP shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning. The HSP shall conduct training on safety and operating procedures for ship personnel. The HSP shall maintain documentation of ship personnel acknowledgement of the training.

LINE ITEM XX17 - COST REPORTING

LINE ITEM XX17AA - LogSSR Reporting

Upon award, the HSP shall utilize the LogSSR to submit all reports and documentation related to the husbanding order. LogSSR can be accessed through the NAVSUP One Supply website at https://www.navsup.navy.mil/onesupply, redirected through www.navsup.navy.mil/logssr or directly at the official website of https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(1) LogSSR access and input.

(a) At the start of the contract period of performance, the HSP shall begin to enter the final itemized port cost information for every order under this contract directly into the LogSSR database (Actual Cost Report) and email all corresponding documentation (LOGREQ, Initial Cost Estimate Report, validation of submission of cost estimate, final invoices, and supporting documentation required by the contract). External Certification Authority Public Key Infrastructure (ECA PKI) is not required for entry, but no access to the HSP's information is accessible unless obtaining an ECA PKI.

(2) LogSSR functionality.

(a) This system is designed to gather all reports and documentation related to ALL ordering activity e.g. a ship's visit, beginning with the Initial Cost Estimate (referred to in this solicitation as the 'pre-arrival cost estimate') to the Actual Cost Report. All supporting documentation will be submitted by email to navsup_hq_logssr@navy.mil in PDF format (Adobe Acrobat) when the port visit information is entered into LogSSR. Although the pre-arrival cost estimate is a separate reporting requirement, a copy of this report shall also be submitted as part of the Actual Cost Report documentation described in paragraph (b) below. The Documentation is discussed below:

(b) Actual Cost Report:

(1) The HSP shall create the Actual Cost Report in the LogSSR website directly, **within seven (7) calendar days from completion of the ship's visit**. The HSP shall also send a copy of the order (i.e. SF 1155 or 1449), a copy of any Initial Cost Estimates, a copy of the LOGREQ, and all HSP and any sub-contractor invoices and supporting documentation required by the contract as PDF files to the LogSSR email address of **navsup_hq_logssr@navy.mil** and to the email address specified at the time of contract award for each region concurrent with the creation of the Actual Cost Report in LogSSR. The HSP shall identify the line items as actual or estimated. This option is for those line items where the HSP has not received the actual invoice before the ship

leaves port, i.e. telephone bills. The HSP shall include ALL port costs paid by each ship for which the HSP provides husbanding services. Email submissions should be limited to no more than 10 MB per email (multiple emails authorized if needed) and reference the port visit identification number in the subject line (received when a port visit is submitted).

(2) For ships or ordering activities that do not have disbursement capabilities, the HSP shall send the signed DD Form 1155, invoices and the additional documents required clearly indicating that a payment is pending to email address husbanding@fe.navy.mil and to the LogSSR email address of **navsup_hq_logssr@navy.mil.**

(3) Any changes to an Actual Cost Report (i.e. finalize the charges made on an estimated amount) shall be forwarded by e-mail to and to the email address husbanding@fe.navy.mil and to **navsup_hq_logssr@navy.mil** email account as PDF file within seven (7) calendar days of the change. The email must contain a summary of the changes. The FISC contracting office will update changes to the LogSSR.

(4) The Actual Cost Report and supporting documentation will be visible in the LogSSR website by the government personnel with validation authority. Final reports of an HSP representative can be accessed through the website only by obtaining an ECA PKI that will provide access only to the HSP's submitted information.

NOTE: Before submission of reports or any other data to the FISC Contracting Office via electronic transmission or any other data media, the HSP shall scan all documents with current anti-virus software to ensure computer virus free transmission. The LogSSR server scans all reports for computer viruses before inclusion in the databases. Any reports received containing computer viruses will be immediately deleted and not necessarily returned to the HSP.

NOTES:

1. "All data obtained by the Government through the use of LOGSRR during the course of the contract is for the Government's use and shall be treated as 'limited rights' as described in DFAR 252.227-7013(13) after the contract expires".

2. Failure to provide required reports in a timely manner as outlined in the PWS will result in penalties as outlined in the Quality Assurance Surveillance Plan (QASP).

LINE ITEM XX18 - PORT TARIFFS NOT OTHERWISE SPECIFIED

Line Item XX18AE – Port tariffs

1. Port tariffs (PT) billable under XX17 include all PT items for which a specific sub-line item is not specified in the Exhibit A.

2. The HS Contractor shall also provide all original documents with any invoices for port tariff items which have been provided to the ship for certification by the ship's Supply Officer prior to departure. Invoices for port tariff items not available prior to the ship's departure shall be presented for payment in accordance with OC-1.

CONTRACT ADMINISTRATION PLAN
PROGRAM TITLE: Vietnam and Cambodia Husbanding Logistics Services for U.S. Naval Forces

DESCRIPTION OF PROGRAM: This requirement is for husbanding logistics services to support U.S. Naval forces and other U.S. Government agencies in Vietnam and Cambodia. This is an indefinite-delivery indefinite-quantity (IDIQ) contract and task orders will be issued by authorized ordering officers or FISC contracting officers.

PROCURING CONTRACT OFFICE: U.S. Fleet & Industrial Supply Center, Detachment Singapore

CONTRACT ADMINISTRATION OFFICE: U.S. Fleet & Industrial Supply Center, Detachment Singapore

Note: Prior to award of regional contracts, Contracting Officer Representatives (CORs) will be assigned to specific contracts, ports, and/or countries. Additionally, 30 days after award, Administrative Contracting Officers (ACOs) will be assigned.

PAYING OFFICE: Payment will be made by government purchase card, by the ship's disbursing office, or the DFAS Yokota Paying Office. Individual task orders will identify the office making payment.

1. PURPOSE: The purpose of this Contract Administration Plan (CAP) is to:

- Identify key contract administration milestones
- Provide a consistent and uniform approach through the region for monitoring performance requirements
- Identify key roles and responsibilities
- Outline the ordering and invoice processes
- Outline the cost reporting process
- Outline the past performance documentation process

2. CONTRACT ADMINISTRATION MILESTONES:

Event	Milestone Date	Government Person Responsible
1. Provide minimum IDIQ funds for award	90 days before award	Fleet
2. Write COR's designation letter	Prior to Award	Contracting Officer
3. Award contracts	Award date	Contracting Officer
4. Write ACO's designation letter	30 days after award	Contracting Officer
5. Prepare funded delivery orders	When service required	Authorized Ordering Officer or Contracting Officer
6. Establish schedule with HSP of actions and Deliverables	30 days after award	COR or Contracting Officer
7. Hold post-award orientation meeting	30 days after award	Contracting Officer and COR
8. Obtain HSP's schedule of any actions during phase-in	45 days after award	Contracting Officer and COR
9. Schedule quarterly performance meetings & notify participants	45 days after award	Contracting officer and COR
10. Provide quarterly and semi-annual input for performance assessments (i.e., QASP/CPARS)	45 days after award	Fleet, COR, HSP, Contracting Officer
11. Document HSP performance for past performance purposes (i.e., CPARS)	Semi-annually after contract award	COR, Contracting Officer
12. Close-out contract file	180 days after contract complete	Contracting Officer

3. MONITORING CONTRACTOR PERFORMANCE: Contract performance will be monitored and feedback provided in accordance with the Quality Assurance Surveillance Plan (QASP) and Contractor Performance Assessment Reporting System (CPARS). The contract contains negative incentives if metric goals, as identified in the QASP, are not achieved. Documentation of performance through the QASP will be performed on a quarterly basis and the CPARS will be performed on a semi-annual basis.

The QASP will monitor the following areas:

- Adherence to Port Visit Cost Reporting
    - Timeliness of cost estimates received
    - Timeliness of final cost estimates
    - Cost reporting submittal accuracy and completeness

- Fair and Reasonable Pricing for Non-Contract Items
    - Competition promoted to the maximum extent
    - Documentation of reasonableness

- Customer Satisfaction
    - Ship's satisfaction with HSP services
- Cost Savings

CPARS will monitor performance in the following areas:

- Quality of Product or Service
    - Are reports/data accurate?
    - Does the product or service provided meet the specifications of the contract?
    - Does the HSP's work measure up to commonly accepted technical or professional standards?
    - What degree of Government technical direction was required to solve problems that arise during performance?

- Schedule
    - Assess the timeliness of the HSP against the completion of the task orders, milestones, delivery schedules, and administrative requirements
    - This assessment of the HSP's adherence to the required delivery schedule should include the HSP's efforts during the assessment period that contributes to or affect the schedule variance.

- Cost Control
    - Does the HSP keep within the estimated costs?
    - Did the HSP do anything innovative that resulted in cost savings?
    - Were invoices accurate, complete and timely?

- Business Relations
    - Is the HSP oriented toward the customer?
    - Is interaction between the HSP and the government satisfactory or does it need improvement?
    - Address the timeliness of awards to subcontractors and management of subcontractors, including subcontract costs. Consider efforts taken to ensure early identification of subcontract problems and the timely application of corporate resources to preclude subcontract problems from impacting overall prime contractor performance.
    - Assess the prime contractor's effort devoted to managing subcontracts and whether subcontractors were an integral part of the contractor's team.

- Management of Key Personnel
    - How well did the HSP match the qualifications of the key position, as described in the contract, with the person who filled the key position?
    - Did the HSP support key personnel so they were able to work effectively?
    - If a key person did not perform well, what action was taken by the HSP to correct this?
    - If a replacement of a key person was necessary, did the replacement meet or exceed the qualifications of the position as described in the contract schedule?

4. ROLES AND RESPONSIBILITIES: The following outlines the major roles and responsibilities for contract administration purposes.

Contracting Officer: Contracting officers assigned to this contract are responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, safeguarding the interests of the United States in its contractual relationships.

In order to perform these responsibilities, contracting officers assigned to this contract are allowed wide latitude to exercise business judgment. Contracting officers must:

Ensure that the requirements of the pertinent laws, regulations, etc., have been met;

Ensure that sufficient funds are available for obligation;

Ensure that HSPs receive impartial, fair, and equitable treatment; and

Request and consider advice of specialists in audit, law, logistics, transportation, and other fields, as appropriate.

Make fair and reasonable determinations for all non-priced line items with an extended value greater than $3,000.00.

Notify the Ordering Activity when quoted prices cannot be determined fair and reasonable.

Contracting officers must also perform the actions required for the business relationship:

Interpreting and implementing diverse contract terms and conditions;

Analyzing costs;

Issuing changes and negotiating modifications to the contract; and

Organizing and coordinating efforts of all the functional specialists who comprise the contract administration team.

Monitor timeliness of required reports from the HSP (e.g. pre-arrival cost estimates);

Determine whether there is sufficient rationale to add previously ordered, non-priced items to the contract as fixed prices;

Monitor contract performance data and track performance metrics as required by the QASP;

Annually assess the HSP's performance in the Contractor Performance Assessment Reporting System (CPARS).

Contracting Officer Representatives (CORs): Various CORs may be assigned to this contract. The responsibilities of the CORs are:

Monitoring contract performance on behalf of the contracting officer;

Monitor compliance with the terms and conditions of the contract;

Providing technical advice/recommendations/clarifications of requirements to the ship;

Coordinating LOGREQ information;

Working with database information;

Liaison between the ships and HSP;

Informing the contracting officer of performance problems;

Furnishing the contracting officer of conference report;

Coordinating with the contracting officer corrective actions, when necessary;

Coordinating with the contracting officer on the content of any contractually significant correspondence addressed to the HSP;

Monitoring financial management controls;

Reviewing HSP invoices, when requested;

Assembling the documentation for quarterly QASP reviews and semi-annual CPARS; and

Maintaining a file system.

Review LOGREQs and provide feedback to the Ordering Officer;

When requested, assist the Ordering Officer with invoice reconciliation;

Submit a quarterly report to the Contracting Officer which addresses HSP performance concerns.

NOTE: The COR is not an administrative contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the performance work statement (PWS) in the contract. When in the opinion of the HSP, the COR requests effort outside the existing scope of the contract, the HSP shall promptly notify the contracting officer in writing. No action shall be taken by the HSP under such direction, until the contracting officer has issued a modification to the contract, or until the issue is resolved.

Ordering Officers: The contract allows U.S. Navy Supply Officers assigned to a ship or and other designated personnel authorized in the contract to place task orders off the contract as ordering officers. The responsibilities of the ordering officers are as follows:

Issuance of delivery/task orders;

Obligating funds when issuing task orders;

Authorize performance;

Complying with ordering procedures;

Bring to the attention of the contracting officer or COR any significant deficiencies with respect to HSP performance, deliveries, or actions which might jeopardize contract performance;

Notify the contracting officer or COR if the HSP is of the opinion the task order is deficient or beyond the scope of the basic contract;

Monitoring services of the HSP;

Providing feedback on HSP performance;

Notifying the contracting officer when cost estimates are not provided in a timely manner;

Notifying the contracting officer of invoice discrepancies or overcharges; and

Maintaining contractual records of task orders.

Make fair and reasonable determinations for all non-priced items with an extended cost of less than $25,000;

Review HSP invoices prior to payment;

Arrange for payment of finalized invoices prior to departure.

Prohibitions: The COR and ordering officers are prohibited from:

Modifying any of the stated terms of the contract;

Taking any action, either directly or indirectly, that could result in change in pricing, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the basic contract;

Direct the accomplishment of effort which would exceed the scope of the basic contract and delivery/task order;

Taking action with respect to termination, except to notify the contracting officer that the action is desired;

Giving guidance to the HSP, either orally or in writing, that might be interpreted as a change to the scope of the terms of the contract; and

Directing the HSP to begin work prior to the order date.

5. ORDERING AND INVOICE PROCESS: Task orders for husbanding services are normally provided by the ship's Supply Officer with contracting authority delegated through the Type Commanders (TYCOMs). In unique instances, the Contracting Officer may issue task orders on behalf of the ships for husbanding services.

For husbanding services, the ship provides a Logistics Requisition (LOGREQ) through as a Naval Message to the organizations responsible for coordinating the order (e.g., FISC's Logistics Support Center (LSC) and Defense Attaché Office (DAO)) with the HSP. The COR (within the LSC) will pass the LOGREQ to the Contracting Officer for review and feedback on possible contractual issues/concerns. The COR will review the LOGREQ for quality and cost saving recommendation purposes and provide information back to the ship. The COR will also pass the LOGREQ on to the HSP on behalf of the ship. Once the HSP receives the LOGREQ, the HSP will provide a cost estimate to the Contracting Officer, and ship. The COR and contracting officer will review the cost estimate to ensure items are priced in accordance with the contract. In cases where a ship is ordering non-priced items, the Contracting Officer will be responsible for negotiating these items when it is outside the contracting authority of the Ship's Supply Officer. The COR will notify the ship of the results of the negotiated prices. The goal is the timely resolution of all pricing issues prior to the port visit. If prices are not negotiated prior to the visit, prices must be negotiated before the the non-priced services are provided. If there are any disputes regarding the prices, the Contracting Officer has the responsibility to resolve the issue.

For husbanding services, invoices shall be submitted to the ship's Supply Officer and payment will normally be made by the ship's disbursing office prior to the ship's departure. In instances where there is a dispute or invoices can not be paid by the ship's disbursing office, invoices will be submitted to the contracting officer and payment will be made by DFAS Yokota. For OOTW task orders, a warranted contracting officer will negotiate and issue the orders and invoices will normally be paid out of DFAS Yokota. In all cases, the HSP is responsible for reporting all expenditures under the contract through the LogSSR.

6. COST REPORTING PROCESS: The HSP is responsible for fully participating in the execution of the LogSSR. Requirements for these reports are contained in the Performance Work Statement and quality monitoring procedures are outlined in the QASP.

7. PAST PERFORMANCE DOCUMENTATION PROCESS: The COR and contracting officer will be responsible for documenting past performance through the CPARS system. There will be one final record annually,

with an interim review every six months. The COR will be responsible for collecting and forwarding relevant past performance information to the contracting officer. CPARS records will be forwarded to the HSP for review and an opportunity to provide any feedback on negative performance documented in the record.

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
252.233-7001	Choice of Law (Overseas)	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

_X__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

___ (6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (8) [Reserved].

___ (9)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (10)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (11) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (12)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2010) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (iv) Alternate III (JUL 2010) of 52.219-9.

___ (13) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (14) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (15)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (16) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (17) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

___ (19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

___ (20) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (21) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

___ (22) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (23) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (24) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of theVietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (25) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (26) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (28) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423) .

___ (ii) Alternate I (DEC 2007) of 52.223-16. .

___ (31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

___ (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X__ (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

_X__ (41) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

____

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any

shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1)in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) Reserved.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 Dec 2010 through 30 Nov 2011.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The HS Contractor is not obligated to honor a series of orders within 30 days for performance at a specific port that together call for quantities that exceed those identified in the pricing schedule by more than 300 percent (300%).

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not

purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 days following the effective period of the contract.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days before contract expires.

(End of clause)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: http://acquisition.gov/comp/far/
DFARS Clauses: http://www.acq.osd.mil.dpap/dars/dfars/

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2010)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

_X__ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ___252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) ____ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ____ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

(9) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11))(i) ___ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (SEP 2008)

(12) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (JUL 2009) of 252.225-7036.

(15) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) ____ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) __X__ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(22)____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(23)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(24) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all—

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting officer.

(End of clause)

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUNE 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

(End of clause)

252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless—

(1) Approved in writing by the Contracting Officer;

(2) Made in accordance with the laws and regulations of the United States of America; and

(3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract of any plans, specifications, or other similar documents relating to work under this contract, if marked “Top Secret,” “Secret,” or “Confidential” be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall—

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

(End of clause)

ADDENDUM TO FAR 52.212-4

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed where the services affect health, force protection, safety, and/or prevention of damage to Naval vessels.

(2) Time of performance (i.e. hours of the day, days of the week, etc.) where the services affect health, force protection, safety, and/or prevention of damage to Naval vessels.

(3) Place of performance of the services where the services affect health, force protection, safety, and/or prevention of damage to Naval vessels.

(4) Specifications when the supplies or services to be furnished are to be specially manufactured for the Government in accordance with the specifications and affect health, force protection, safety, and/or prevention of damage to Naval vessels.

(5) Place of delivery where the services affect health, force protection, safety, and/or prevention of damage to Naval vessels

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor’s proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

OC-1 INVOICES AND PAYMENTS

(a) Invoice Content

The Contractor shall submit to the ordering officer an invoice that lists all the expenses incurred by the ship during the port visit. The contractor's invoice shall list items priced under this contract and include subcontractor invoices for all other items not priced in the contract. All invoices submitted shall have all supporting documentation (i.e. trash and CHT certificates, delivery tickets signed by ship's personnel, with a legible signature and printed name and rank, port tariff invoices, invoices for items not pre-priced in the contract, and any other documentation that the supplies/services have been delivered and accepted) and must be submitted in accordance with the paragraph below. All items listed on the invoices must be completely detailed (i.e., broken down) for quantity, contract unit of issue, unit price, etc. No lump sum amount will be accepted.

The Contractor has the responsibility to keep copies of all documentation submitted to the ship for each visit for all supplies and services rendered and in the quantities invoiced. The Contractor shall keep a copy of all such documentation in one place that will be indicated to the Contracting Officer at the time of contract award. FISC Yokosuka and its detachments contracting personnel may examine these files at any time during the performance of this contract.

The invoices must be easily identifiable as original (i.e. original signature or stamped as ORIGINAL). If an electronic invoice is authorized, the Contractor must certify on the invoice that it is the first time that the invoice is submitted. If the original invoice has been lost, a copy of the invoice may be submitted. This invoice must be marked as 『DUPLICATE COPY』 and a signed and dated statement with a contractor's stamp must be made on the duplicate invoice confirming that payment has not been received.

Each invoice must include—

(1) Name and address of the Contractor;
(2) Invoice number and date issued;
(3) Contract number, Contract Line Item Number, Lot Line Item and , if applicable, the Order Number;
(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(5) If appropriate, the shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on a Government bill of lading;
(6) Terms of any prompt payment discount offered;
(7) Name and address of the official to whom payment is to be sent;
(8) Name, title, and phone number of the person to be notified in the event of a defective invoice;
(9) Supporting documentation (i.e. trash and CHT certificates, delivery tickets signed by the ship's personnel, with a legible signature and printed name and rank, and any other documentation that the supplies/services have been delivered and accepted);
(10) The invoice must be correct and complete and without handwritten figures.
(11) Electronic funds transfer (EFT) information.

The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g. FAR 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration), or applicable agency procedures.

EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

If an item is not included on the original invoice, a supplemental invoice shall be issued with the same number followed by alpha suffix (e.g. Invoice No. 0001/03-A). The same requirements for submittal of the original invoice apply to the supplemental invoice.

If an invoice for an item is not available prior to the ship's departure (e.g. cell phone charges, port tariff items, port dues, etc.), the item shall be listed on the invoice with the words 『TO BE DETERMINED (TBD)』. Once the invoice has been received and the exact amount is known, the Contractor shall issue a supplemental invoice (with all supporting documentation attached) as 『FINAL』 for the final payment. TBD invoices shall not be paid until a 'FINAL' invoice is submitted.

It is the Contractor's responsibility to verify with port authorities and concessionaires that there are no pending charges prior to the ship's departure. This is to avoid any possible future invoices that may be submitted for unknown services to the U.S. Government.

When preparing an invoice the term 『Miscellaneous』 or any similar type description should be avoided. If this is not possible and the Contractor must use the term 『Miscellaneous』 when submitting an invoice, the Contractor shall provide a detailed list of items purchased and item prices on the invoice.

Invoices not in compliance with these instructions are not considered to be proper invoices and may be rejected.

(b) Invoice Submission

The invoice must be submitted to the listed activities in the following order:

(1) To the ship's Supply Officer or his designated representative one day prior to its sailing date. In the event the Contractor is unable to present any invoice to the ordering ship for payment prior to the departure of the ship, the Contractor shall submit invoices and attempt to obtain payment at the ship's next port of call.

(2) If unsuccessful, to the Contracting Officer. In the event the Contractor is unable to present any invoice to the ordering ship prior to its departure, the invoice must be promptly submitted to the CO for payment through DFAS Yokota. In no case should the invoice be submitted beyond 90 days after the ship's departure from the port. The Disbursing Officer will annotate the date the invoices are received for the purpose of calculating any interest due. An exception to the 90-day limit will be given only for charges made by the port authorities or concessionaires, or the host nation authorities, including military authorities. It is the Contractor's responsibility to verify that there are no pending charges and to obtain the invoices from these authorities no later than six months after the ship's departure.

(3) Alternatively, whenever a non-Navy ordering authority orders services under the contract, the Contractor shall submit invoices and all supporting documents to that ordering activity.

(c) Payment of Invoices

Payments under this contract will be made in accordance with the clause FAR 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003).

Payment will be made after delivery and acceptance of supplies or performance and acceptance of services.

『Acceptance』 means the act of an authorized representative of the Government by which the Government, for itself or as an agent of another, assumes ownership of existing identified supplies tendered or approves specific services rendered as partial or complete performance of the contract (from FAR 46.101 Definitions).

Bill payment shall be disbursed through one of the following methods, check, purchase card, submission of invoices to a Defense Finance and Accounting Command (DFAS) via regular mail or electronically through Wide Area Work Flow (WAWF).

The Contractor shall present to the ordering officer or SUPPO all pricing that is firm and finalized one-day prior to the ship's sailing or the ordering activity departure. At that time, the Contractor shall relay any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for these functions shall be the ordering officer or the ordering officer's designated representative. In addition, the Contractor shall present all documentation and invoices from other Contractors subject to provision of services under this contract.

The Contractor shall obtain a signed delivery order (DD 1155) to verify that the services were received and that charges presented in the port visit cost reporting program are correct for payment. This may be accomplished via email from the Ordering Officer or the SUPPO of the ship. The ordering officer shall pay for all supplies and services accepted during the period of performance by one of the aforementioned methods of payment.

In the absence of a delivery order, forward invoices and all documentation regarding inspection and acceptance of supplies and services by the ship's representative with appropriate accounting data to the Administrative Contracting Office.

(d) The Government will not make direct payments of VAT to the host nation nor will it withhold taxes, including VAT, from invoices for orders that are submitted to the husbanding services contractor by the Government. Payment of appropriate taxes required as part of conducting business in the specific country at which a port visit takes place are a responsibility of the husbanding services contractor. Offerors are further directed to FAR 52.229-6, Taxes-Foreign Fixed-Price Contracts (JUN 2003), which is included in the solicitation.

INDEX OF ATTACHMENTS

1. Ship Types
2. Schedule of Supplies/Services and Prices
3. Quality Assurance Surveillance Plan
4. Request for Sanitary Inspection

ATTACHMENT 1: SHIP CLASSIFICATIONS (DESCRIPTION OF SHIPS BY CLASS AND TYPE)

The following are Ship Classifications:

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	75
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360

Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854
Class IV					
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082
T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276
T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

Displacement is expressed in tons and represents fully loaded displacement.

The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

GLOSSARY OF TERMS AND ABBREVIATIONS

AGOS	RESEARCH SHIP
AGSS	RESEARCH SUBMARINE
AOE	FAST COMBAT SUPPORT SHIP
ARS	SALVAGE SHIP
AS	SUBMARINE TENDER
CG	GUIDED MISSLE CRUISER
CV	MULTIPURPOSE AIRCRAFT CARRIER (CONVENTIONALLY PROPULSION)
CVN	MULTIPURPOSE AIRCRAFT CARRIER (NUCLEAR PROPULSION)
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
FFG	GUIDED MISSLE FRIGATE
HSV	HIGH SPEED VESSEL
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCS	LITTORAL COMBAT SHIP
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LHD	AMPHIBIOUS ASSAULT SHIP (MULTI- PURPOSE)
LPD	AMPHIBIOUS TRANSPORT DOCK
LSD	AMPHIBIOUS CARGO SHIP
LSV	LOGISTIC SUPPORT VESSEL (ARMY)
HSIC	MARK V SPECIAL OPERATIONS CRAFT (1 PAIR)

MCM	MINE COUNTERMEASURE SHIP
MCS	MINE COUNTERMEASURE SUPPORT SHIP
MHC	MINE HUNTERS COASTAL
MSC	MILITARY SEALIFT COMMAND
PC	PATROL COASTAL SHIP
SSBN	BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSGN	CRUISE MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	ATTACK SUBMARINE (NUCLEAR PROPULSION)
T-AE	AMMUNITION SHIP (MSC)
T-AFS	COMBAT STORE SHIP (MSC)
T-AGOS	OCEAN SURVEILLANCE/PATROL SHIP (MSC)
T-AGS	SURVEYING/ OCEANOGRAPHIC SHIP (MSC)
T-AH	HOSPITAL SHIP (MSC)
T- AKE	DRY CARGO/AMMUNITION SHIP (MSC)
T-AKR	STRATEGIC SEALIFT SHIP (MSC)
T-AO	OILER (MSC)
T-AOT	TANKER (MSC)
T-ATF	FLEET OCEAN TUG (MSC)
WAGB	POLAR CLASS ICEBREAKERS
WHEC	HIGH ENDURANCE CUTTER
WMEC	MEDIUM ENDURANCE CUTTER

ATTACHMENT 2 – STANDARD LOT LINE ITEMS

See attached excel spreadsheet.

ATTACHMENT 3 – QUALITY ASSURANCE SURVEILLANCE PLAN

QUALITY ASSURANCE
SURVEILLANCE PLAN

Contract No:
HUSBANDING SERVICES

Coordination and Review:

_____
Contracting Officer Date

_____
COR
Date

_____
CONTRACTOR
Date

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance-based Performance Work Statement (PWS). This performance-based plan sets forth the procedures and guidelines the U.S. Fleet & Industrial Supply Center, and its detachments will use to monitor contractor's performance, evaluating port visit cost reporting, non-priced item pricing performance, and ship's overall satisfaction with the of the husbanding service contractor's port visit services.

1.1 PURPOSE

1.1.1. The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the port visit cost reporting requirements, adhering to the non-priced item pricing performance standards, and meeting the ship's task order requirements as identified in the PWS.

1.1.2 This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

2.0 PERFORMANCE MANAGEMENT APPROACH

2.1 The performance-based PWS structures the acquisition around "what" service is required as opposed to "how" the contractor should perform the work. This QASP will define the performance management approach taken by the Contracting Officer to monitor, manage, and take appropriate action on the contractor's performance against expected outcomes or performance objectives communicated in the PWS. Performance management rests upon developing a capability to review and analyze information generated through performance metrics. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management. The data generated in a performance management approach provides information that indicates whether or not expected outcomes for required services are being achieved adequately by the contractor.

2.2 Performance management also represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether or not outcomes are being achieved and migrates away from scrutiny on compliance with the processes and practices used to achieve the outcome. The only exceptions to process reviews are those required by law and compelling business situations such as safety and health. An outcome focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved at the desired levels of performance.

3.0 PERFORMANCE MANAGEMENT STRATEGY

3.1 The contractor will set forth the staffing and procedures for self inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The contractor will develop and implement a performance management system with processes to assess and report their performance to the Contracting Officer.

3.2 The Contracting Officer will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The Government will make decisions based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

4.0 ROLES AND RESPONSIBILITIES

4.1. Procuring Contracting Officer (PCO). The PCO is the individual who performs preaward functions and awards or executes a contract. The PCO will retain post award functions. Accordingly, the PCO performs assigned post award functions related to the administration of the contract. Ensures performance of all necessary actions for effective contracting, monitors compliance with the terms of the contract, and safeguards the interests of the Government. The PCO makes certain the contractor receives impartial, fair, and equitable treatment under the contract. The PCO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

4.2. Contracting Officer Representative (COR). The Government personnel who perform quality assurance functions for a contracted service.

- Provide technical assistance to the contracting office
- Provide functional continuity and stability
- Maintain proficiency in contract surveillance procedures
- Perform surveillance in accordance with the surveillance plan and provide documentation of surveillance observations to the PCO, as required
- Notify the PCO of any significant performance deficiencies
- Prepare input to the Contractor Performance Assessment Reporting System (CPARS)

4.3 Ordering Officers (e.g., Ship SUPPO) are responsible to

- Issue the orders in accordance with the terms and conditions
- Monitor, assess, and communicate the performance of the contractor. Government surveillance may occur under authority of the Inspection/Acceptance paragraph of clause 52.212-4, Contract Terms and Conditions – Commercial Items, for any supply or service relating to the contract.

PERFORMANCE OBJECTIVES AND METHOD OF SURVEILLENCE

The contractor shall provide husbanding service support in accordance with the PWS. While the contractor is fully expected to comply with all requirements in the PWS, the government's assessment of contractor performance will focus mainly on the performance objectives that are also listed in the Attachment 4a. Performance Reporting Summary (PRS). The level of the acceptance for each objective is also established

5.1. Performance Objective #1:

Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2.

Method of surveillance: E-mail received by the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided.

Level of acceptance:

- On time 100%

- Up to 2 working days late, but before ship's arrival 80%

- 3-4 working days late, but before ship's arrival 60%

- Over 4 working days late but before ship's arrival 40%

- None before ship's arrival 0%

5.2. Performance Objective #2:

Submit final LogSSR within seven (7) days of each ship's departure (includes entering data into LogSSR and submitting all supporting documentation).

Method of surveillance: Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.

Level of acceptance:

- Within 7 calendar days after ship's departure 100%

- Within 08-14 calendar days after ship's departure 80%

- Within 15-30 calendar days after ship's departure 50%

- Over 30 calendar days after ship's departure 0%

5.3. Performance Objective #3:

LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages).

Any changes after the LogSSR entry must be sent with a summary of the changes to LogSSR for the update.

Method of surveillance: Compare the LogSSR data and PVCR/invoice data.

Level of acceptance:

- No errors 100%

- 1 error 80%

- 2 errors 60%

- 3 errors 40%

- Over 3 errors 0%

5.4 Performance Objective #4:

Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.

Method of surveillance: After each ship visit, the ship submits a port visit cost report indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

6.0 METHODOLOGIES TO MONITOR PERFORMANCE

6.1 In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate contractor performance. The Contracting Officer will use, the LogSSR and any input from the requiring activity as sources of comments on the contractor's performance.

6.2 The ships always have the option to communicate complaints to the Contracting Officer as opposed to the contractor. The complaints can be submitted during or after the visit; however the primary document that reports the complaints is the Port Visit Cost Report (PVCR). The Contracting Officer will accept the ships complaints and will investigate.

7.0 QUALITY ASSURANCE REPORTING

7.1. Within 30 days following the end of each quarter, the COR/PCO will prepare a report that shows the level of acceptance for each performance objective reached. An overall goal of 80% is the average of the level of acceptance of each performance objective.

8.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

8.1 The Government shall use the observation methods cited to determine whether the AQLs have been met. The Government will evaluate the results which then may be translated into the specific negative incentives should performance not meet the AQL (for failure performance, see paragraph 9.0)

8.2 The PCO may require the contractor's project manager, or a designated alternate, to meet with the Government personnel as deemed necessary to discuss performance evaluation. The PCO will define a frequency of in-depth reviews with the contractor. However, if the need arises, the contractor will meet with the PCO as often as required or per the contractor's request. The agenda of the reviews may discuss:

- Performance measured by the metrics and trends
- Issues and concerns of both parties
- Recommendations made by the KO based on contractor information
- Issues arising from independent reviews and inspections

8.3 The PCO and contractor should jointly formulate tactical and long–term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the PCO.

9.0. FAILURE TO PERFORM

9.1 The contractor may receive negative past performance ratings or even termination based on failure to perform. The following criteria apply for determining appropriate action:

Termination. If the KO determines that the contractor has failed to perform to the extent that a termination for cause is justified, the KO shall issue a notice of termination, consistent with FAR Part 12.

LIST OF ATTACHMENTS

Attachment 4a. QASP Matrix

QASP Matrix

Attachment 4a Required Service Levels

Required Service	Performance Standards	Method Of Surveillance	Goals
Timely submission of estimates within two (2) working days after receipt of the order.	Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2.	E-mail received by the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided..	- On time 100% - Up to 2 working days late, but before ship's arrival 80% - 3-4 working days late, but before ship's arrival 60% - Over 4 working days late but before ship's arrival 40% - None before ship's arrival 0%
LogSSR and final cost reports	Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.	LogSSR Data-base	- Within 7 calendar days after ship's departure 100% - Within 08-14 calendar days after ship's departure 80% - Within 15-30 calendar days after ship's departure 50% - Over 30 calendar days after ship's departure 0%
LogSSR report accuracy	LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages)	Compare the LogSSR data and PVCR/invoice data.	- No errors 100% - 1 error 80% - 2 errors 60% - 3 errors 40% - Over 3 errors 0%

Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.	After each ship visit, the ship submits a port visit cost report to indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.	Ship's port cost visit report, observations, complaints	- Satisfied 100% - Not Satisfied 0%

ATTACHMENT 4 – REQUEST FOR SANITARY INSPECTION

SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
FISC DETACHMENT SINGAPORE
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD, BLDG 7-2
SINGAPORE 759657

Dear Sir:

We are interested in supplying (e.g. specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

LIST AND INFORMATION TO REQUEST FOR INITIAL INSPECTION

- List of products for which approval is requested.
- Establishment letterhead - four places.
- Name of establishment owner.
- Site area size - acres, square feet or square meters.
- General description of the area surrounding the plant site.
- Building description, i.e. material used in construction, age of building(s), size (in square feet or meters), and number of stories.
- Drawing of floor plan of building(s) to include major production areas (for slaughterhoused and dairies only).
- List of major processing equipment.
- Sources of raw materials.
- Output of finished product - average kilograms or tons per day, per week or per month.
- Special codes printed on product packages which identify the establishment, the product, and the date of production or packaging.
- Number of employees.
- Are employees receiving pre-employment or periodic medical examinations? What is the frequency of the periodic examinations?
- Program for employee instruction personal hygiene, food, handling techniques, and food hygiene and safety.
- Cleaning and sanitizing methods, including chemical used.
- Detailed written cleaning and sanitizing program.
- Official water quality certification from the local government, including total aerobic bacteria plate count, coliform count, and chemistry.
- Name of water source.
- Waste disposal program.
- Pest control program.
- Name of inspection agencies which inspect the plant (government and civilian) and frequency of inspections. Are inspection reports available for review?
- Flow chart for the manufacture of each major category of products listed in No.1 above from raw materials to finished products health control points.
- What laboratory examinations are performed on products and plants environment? Are the results available for review?
- Total number of company vehicles?
- Key personnel and point of contact for inspectors.
- Direction to plant.
- European Economic community (EEC) and United States Department of Agriculture (USDA) plant establishment number(s).

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 32

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	06-Apr-2011	N4034510RCSG0021	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0004
	X	10B. DATED (SEE ITEM 13) 09-Nov-2010
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nysjll011113584

1. The purpose of this modification is to incorporate SUBGROUP 7 authorized ordering officers under this contract.
2. See PWS "DESCRIPTION OF CONTRACTUAL SCOPE" paragraph 3 highlighted in yellow.
3. As a result of this change there is no change in the amount of the contract.
4. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 06-Apr-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:
PERFORMANCE WORK STATEMENT

A. DESCRIPTION OF CONTRACTUAL SCOPE

1. The geographic scope and region covered by this contract includes the following ports:
   Lot 1 – Da Nang, Vietnam
   Lot 2 – Sihanoukville. Cambodia

2. This contract is a Firm-Fixed-Price Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract for the provision of maritime husbanding support. It is not for husbanding agency. The holder of this contract is a U.S. Navy contractor or Husbanding Service Provider (HSP). The holder of this contract is not an agent of the U.S. Navy and does not have the authority to bind the U.S. Navy. Maritime Husbanding Support is defined as: Providing supplies and services as defined in the Performance Work Statement of the contract in support of U.S. Vessels within a port area.

   a. This support is provided by a Husbanding Services provider from a standard list of services under contract.
   b. For items not supported by existing supply chains: e.g. fuel, subsistence, etc.

3. Users authorized to use this contract are United States Navy Commands, United States Marine Corps (USMC), Military Sealift Command (MSC), United States Coast Guard (USCG) and SUBGROUP SEVEN. Other users including the United States Army (USA) shall require specific authorization from the Contracting Officer to use this contract or have a Contracting Officer's Representative designated.

4. This contract is for a period of twelve (12) months and also includes FAR52.217-8 OPTION TO EXTEND SERVICES clause. If the six (6) month extension of performance of services is exercised under FAR 52.217-8, the maximum duration of this contract is 18 months.

5. The HSP shall assure that supplies and services arranged on behalf of the authorized ordering officer conform to the general requirements of the contract in accordance with this PWS. The HSP shall assist the SUPPO or authorized ordering officer with resolving any problems in meeting the requirements.

6. Minimum guarantee for this contract is US$20,000.00 and the maximum value (maximum quantity) of this contract is US$3,000,000.00.

B. QUALITY

1. The HSP shall provide goods and services at requested delivery times at fair and reasonable prices to ships and other authorized users making port visits, provide continuous oversight of costs and performance throughout the area covered by this contract, and make meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. This contract and PWS do not specify how the HSP is to perform, but instead provide measurable performance standards, which are established in the Quality Assurance Surveillance Plan (QASP) to monitor contract performance during each ship's visit.

2. The percentile goals in the QASP are fixed for each factor. The failure of the HSP to meet the percentile goal for any factor will be investigated and evaluated by the Contracting Officer. The HSP will be given the opportunity to refute an adverse assessment prior to finalizing the metric for a quarter.

C. PRICING – SEE ATTACHMENT 2

1. The services described in this PWS are performance based. All prices as a result of this contract are firm-fixed prices. With the exception of Port Tariffs, pricing for all supplies/services shall, include at a minimum, all necessary equipment, licensed operators, all liability insurance as required by local laws, holiday and overtime costs, customs clearances, mobilization, demobilization, removal, disposal, pre-positioning, staging, vetting of operations, fuel and operating expenses associated with performing the entire cycle to deliver and dispense with the logistic services described in this contract. In layman terms, all services are 'all inclusive' of all pricing variables and contingencies unless specifically stated otherwise in the pricing. These Fixed Prices shall also include performance at night, overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, other inclement weather, or service to tankers and ships carrying explosives. These requirements do not include performance during typhoons except where ships are required to depart in advance of typhoons as part of a typhoon evasion plan. Performance is not required during periods when operations have been suspended by host nation port authorities. The HS Contractor will not be liable for performance delays and will be entitled to payment for services (at the rate quoted in the Attachment 2 schedule for that line item) provided during periods where operations have been suspended by host nation port authorities. The HSP shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the U.S. Government.

2. Fees for Husbanding Services cover regular and overtime labor of contractor personnel supporting the ships plus indirect expenses, including all management, overhead and office expenses as well as profit.

3. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and/or labor is along-side the vessel and capable of operations. For the purposes of this contract, one (1) day is equal to 24 hours and begins with the performance of service. For example, service from 1800 until 1800 the next calendar day is equal to one (1) day of service. In cases where the billing unit is 'day' and a full day of service is not used by the Ordering Activity, the HSP shall be entitled to bill for one day of service. For example, if a sub lot line item with a billing unit of day were ordered and used for 30 hours, the HSP would be entitled to bill for two days of service. In cases where the ship does not arrive at the time specified in the ordering LOGREQ and services are made available based upon the time requested in the ordering LOGREQ, billing for services may commence at the time requested by the Government unless notice of cancellation is provided by the Ordering Activity or the organization authorized to pass this information on behalf of the Ordering Activity.

4. When the HSP obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list, then the HSP shall be reimbursed for the published price of the item. The HSP shall not be paid an amount in addition to the published price of the item. A copy of the published price list shall be provided to the Ordering Officer or Contracting Officer, if requested.

5. Repositioning is defined as: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions. Where a ship is at anchorage and the Ordering Activity requests repositioning of equipment, the HSP may be entitled to additional fees for repositioning to be determined by use of:

a. Prior agreement of the Ordering Officer in cases where the total repositioning costs do not exceed $3,000
b. Prior agreement of the Contracting Officer in cases where the total repositioning costs exceed $3,000.

6. Port Tariffs: The HSP will be fully reimbursed for Port Tariff items. Port Tariffs will apply to those services which are based on Port Tariff rates established and controlled by Port Authorities. English translated copies of the Port Tariffs must be submitted to the Supply Officer of the ship entering a specific Port.

7. Purchase Card Surcharge: The U.S. Government reserves the right to make payment by purchase card. All purchase card surcharges will be identified as a separate entry on each invoice. Surcharges are not authorized for priced items as the fixed price must include the use of the purchase card.

D. SHIPS'S LOGISTIC REQUIREMENTS (LOGREQ)

1. U.S. Navy ships and other activities authorized to pass LOGREQ requirements on behalf of Ordering Officers will provide, via e-mail, a copy of the unclassified "logistics requirements" (LOGREQ) message directly to the HSP. This LOGREQ may include logistical requirements that are pre-priced under the contract and logistical requirements that are pre-priced under the contract. The LOGREQ is an order for logisitical requirements that are pre-priced under the contract. The HSP shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning price performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Operations Officers, and FISC.

2. After receipt of a LOGREQ the HSP shall make such arrangements for pre-priced items as necessary with port authorities, other U.S. Government Contractors, and other commercial firms to provide supplies and services requested. The HSP shall confirm receipt of the ordering LOGREQ (to the activity who provides the LOGREQ to the HSP) within 24 hours. Confirmation of receipt shall be made by email to the activity passing the LOGREQ.

3. The HSP shall furnish to the ordering activity and FISC Yokosuka Contracting Officer a pre-arrival cost estimate in response to the receipt of a LOGREQ. This estimate will be prepared using the **Attachment 2** spreadsheet format, and will include estimated prices for items submitted on the LOGREQ pre-priced in the contract. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff." This estimate shall be provided to the ordering officer and FISC Yokosuka Contracting Officer via email within (48) hours of receipt of the LOGREQ. This report shall also include cost saving or avoidance recommendations and will explain any anticipated "additional" costs. A LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

4. Ships will not provide force protection requirements in an unclassified LOGREQ message. The activity to which this message is addressed will contact the HSP and pass the ship's force protection requirements for action. The HSP shall confirm with the ship that these force protection requirements received have been actually ordered by the ship prior to beginning performance. The ship's Supply Officer (SUPPO) or Commanding Officer may also request additional force protection requirements not covered by the force protection LOGREQ by email, telephone, or personally upon the ship's arrival. The HSP shall coordinate with the SUPPO before providing any additional force protection. If any other activity or individual orders force protection services (i.e. NCIS, etc) not covered in the ship's force protection LOGREQ provided to the HSP, the HSP is required to immediately inform the ship and receive confirmation prior to beginning performance of these services. Organizations such as NCIS and DAO are not authorized Ordering Officers under this contract unless specific authorization is given by the Contracting Officer, therefore, they have no contractual authority to place orders. Any services provided in this contract ordered by an entity otherwise described in this contract shall be provided at the HSP's own risk and shall result in no additional cost to the government.

5. If a ship requires supplies and services during the course of a port visit that are not included on the schedule of supplies and services at Attachment 2 as pre-priced, (PT(port tariff), TBD, or NSP (not separately priced), the supplies and services will be acquired separately from the contract.

E. ADVANCE LOGISTICS RESPONSE TEAM

1. In the event that a Logistics Response Team for a ship arrives in port prior to a ship's arrival, the HSP will assist the logistics response team by providing logistical support and coordinating all requirements.

2. When the HSP provides support for a Logistics Response Team so that it can perform its mission, the HSP shall bill at the "Subsequent Days" daily rate for husbanding services for each day of support provided "in person" to the logistics response team.

F. INITIAL BOARDING

1. The HSP shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival. All HSP personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port. All correspondence shall be in English. The HSP is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered. Upon initial boarding the HSP shall provide all emergency telephone numbers, i.e. police, hospitals, firefighters, shipboard generated industrial waste (SGIW) disposal and hazardous material (HAZMAT) and oil spill response. The HSP shall visit the ship at least once per day and shall be available on call at all times (24 hours per day, seven days per week) to assist the ship with requirements and to resolve problems.

2. The HSP shall brief the ordering officer(s) about ordered services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HSP shall provide its POC information with 24-hour contact phone numbers.

3. The HSP shall provide the ordering officer(s) with copies of applicable port tariffs and current prices for frequently ordered services, and with any other information provided by other government agencies for distribution. The HSP shall be prepared to take additional ships' orders for supplies or services not placed in the ordering LOGREQ.

G. ORDERING SUPPLIES AND SERVICES AFTER RECEIPT OF A LOGREQ

1. After receipt of a LOGREQ, the HSP must first use Host Nation (HN) services and supplies that can be provided free of charge by the host nation. If services and supplies are not available free of charge from the host nation, they must be provided if within the scope of this contract. The Contracting Officer will be notified if there is a question regarding the scope of the contract. U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or, if the port-provided supplies and services are less expensive than similar services provided by the HSP or its subcontractors, or finally provide it themselves to include subcontractors. Where the reasonable cost of mobilization/demobilization for U.S. Government owned equipment exceeds the quoted price of the sub lot line item it is intended to replace, the HSP shall use the least cost alternative to meet the requirement. If, for any reason, an item that would otherwise be provided by the Government, host nation, or port authority is not available, that item shall be provided by the HSP at the price quoted in the **Attachment 2** pricing schedules.

2. Passing Requirements to other U.S. Government agencies or contractors: The HSP may be required to coordinate and pass orders on behalf of the ship, to include transmission via fax or e-mail, to other U.S. Government Supply Chain agencies or contractors holding U.S. Government contracts (e.g., Defense Supply Center Prime Vendor (DSCP) or DLA-Energy for various supplies and services required. Any disputes or discrepancies arising from the order will be resolved directly between the ordering officer and the other agency or Contractor(s).

3. Money Exchange Services: The HS Contractor shall arrange for authorized moneychangers to exchange U.S. dollars for ship personnel into local currency. Money Exchange services shall be made available onboard ship to crewmembers at least two hours daily with buy-back service on the day before the ship's departure. The moneychangers may include a commission of not more than plus or minus 1.5% difference from the Official Exchange Rate. A locally-available and verifiable currency exchange rate may be used as the Official Exchange Rate. Verification of the exchange rate shall be provided to the Ordering Activity at the time of service. The HS Contractor shall maintain adequate records justifying its basis for determining the Official Exchange Rate and shall make those records available to the U.S. Government upon request. This Official Exchange Rate will be used for financial conversions not covered by payments in U.S. dollars.

4. Laundry Services: The HS Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Laundry and dry cleaning services that are required by the ship from the laundry and dry cleaning vendor will be ordered from the vendor by the ship. Payment for services will be made by the ship to the vendor rather than through the HS Contractor. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure. The HS Contractor shall assist in resolving vendor billing discrepancies.

5. Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

6. Immigration, Customs and Visa: The HS Contractor shall assist ship personnel with immigration, customs and visa requirements into the country of the port visit.

7. Medical Emergencies: If requested, the HS Contractor may be required to make arrangements for emergency medical treatment of ship's crewmembers while the ship is in port. In cases where a member is airlifted into a port by the ship, the HS Contractor, in coordination with the U.S. Consulate/Embassy, will arrange for proper medical care until the member can be returned to the ship, or evacuated to the United States. If there are costs associated with arranging these services, the HS Contractor shall obtain approval from the SUPPO/Contracting Officer prior to providing the support.

8. The HS Contractor shall facilitate the ship's timely departure. The HS Contractor shall provide timely invoices of provided services and supplies to the Supply Officer at the time of the pre-sailing visit. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided. The HS Contractor shall remove all provided equipment.

9. The U.S. Government will not pay the HSP for any personal requests from individual crewmembers, whether military or civilian.

    a. Morale Welfare and Recreation (MWR) Services: The HSP may be required to assist the ship in booking MWR trips, tours, hotel accommodations, or other MWR type items

    b. If another U.S. Navy authorized Information, Ticket and Tours (ITT) contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If awarded, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

10. Pre-Departure Visit / Bill Payment: The HSP shall schedule a visit to the ship one day prior to its departure date in order to present invoices which can be validated, accepted and certified for payment. Written receipt for acceptance of all goods and services shall be obtained during this visit. The ordering activity shall provide a check for all **finalized** invoices prior to departure where the content of the invoice is not disputed. The HSP shall obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure. The HSP shall relay at that time any late information on pilot and tug schedule changes and any additional information applicable to the ship and its departure.

H. UNIQUE / PARTICULAR SITUATIONS

1. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within 3 days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back on Saturday, Sunday or Monday, it will be charged subsequent day fees. If the ship comes back Tuesday, it will be charged the first day rate).

2. If a ship comes into port and does not notify the HSP or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days as applicable.

3. The HSP is required to be able to simultaneously husband ten (10) separate ships throughout the Region, to include two (2) large ships in a single port simultaneously (e.g., two aircraft carriers).

4. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HSP shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office.

5. Short Notice Orders: If orders are issued less than 48 hours prior to the required time for the start of performance, the HSP shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

I. CANCELLATION OF ORDERS

1. Unless otherwise provided herein, in the event an order, or any portion of an order, is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. If several deliveries are required to satisfy an order or portion of an order, i.e., garbage pick-up and disposal on each of five days, then the 48-hour notice period shall be computed from each of the required delivery dates. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled "Termination for the Government's Convenience (FAR 52.212-4)", of the clause entitled "CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS."

2. In rare cases, when ordering items requires long lead times, the Government may apply the Termination for the Government's Convenience clause as referenced above even though an order was cancelled prior to 48 hours before a required delivery.

3. In every case, the HS Contractor is responsible for taking all necessary steps to mitigate the U.S. Government's damages or termination costs. As part of its mitigation, the Government reasonably expects that the HS Contractor shall consider these cancellation rights as it enters into agreements with its subcontractors and suppliers.

Note: Although a supply or service may be described as part of the line item descriptions, the only items that are being acquired under the contract are the supplies and services that are listed on the price schedules for each lot.

J. LINE ITEM DESCRIPTIONS –

LINE ITEM XX01 - FIRST DAY/SUBSEQUENT DAY HUSBANDING SERVICES (ANCHORAGE AND PIERSIDE)

1. The HSP shall provide husbanding services to ships visiting the ports in the Region covered by this contract. Line Item XX01 requires that the HSP perform all services and provide all supplies necessary to fully comply with the tasks and responsibilities described at paragraphs A-H above unless a task or responsibility is specifically included in a separately-priced Line Item below. The HSP's responsibilities under these Line Items start prior to the arrival of the ship and continue after the ship's departure.

2. The husbanding fee is based on the First Day and Subsequent Day(s) of the ship visit. A husbanding fee may be provided to the HSP for services rendered prior to the ship's visit, i.e. assistance to the ship's logistics response team.

3. The HSP is responsible for providing and coordinating the FP services described in paragraphs 2-6 and 8-15 of the PWS description for Line Items XX13, xx14, and xx15 as part of their Husbanding Services under Lot Line Item XX01.

LINE ITEM XX02 - TRASH REMOVAL

1. Trash removal service is the collection and disposal of refuse (i.e., trash) including liquid, semi-liquid, or solid garbage. Refuse does not include explosives and incendiary waste, or waste contaminated by medical and radiological processes.

2. The HSP shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse.

3. For ships at pier side, the HSP shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulation, or barges alongside the ship. The HSP shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.

4. For ships at anchorage, the HSP shall remove trash at the times agreed to by the HSP and Supply Officer. For trash collection at anchorage, the trash barge shall be available 24 hours a day (when not contrary to law or port regulation) with suitable self-fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

5. For trash collection by barge, the HSP shall provide trash barges/scows (with tug service if barge is not self-propelled) for ships at anchorage. The barges shall be completely empty at time of arrival at the ship. In situations where an empty barge is not available, the HSP shall provide a system to measure the volume of trash deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged

only for its "pro rata" share of the trash. The HSP shall have ready access to sufficient barges and equipment to support multiple ships at anchorage simultaneously. The barge's crew shall be entirely responsible for the tending of lines and for barge's security. The movement of trash from the ship to the barge shall be performed with care by the ship's sailors.

6. In instances of bad weather or emergency where the ship must depart on short notice, the HSP shall remove barges within four hours of being directed to do so by the ship. Should a vessel with a trash barge alongside experience an emergency where the ship must depart, the SUPPO will advise the HSP at least four (4) hours in advance for the barge pick-up.

7. The HSP shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The HSP is also responsible to follow any environmental regulations required by each country. The HSP is required to keep all disposal certificates and shall make them available to the Contracting Officer upon request.

8. Refuse containers, when used and when emptied, shall be returned to their original position with the lids (if any) replaced thereon.

9. The HSP shall be paid based on the ACTUAL CUBIC METERS of trash removed.

10. Where trash is required to be segregated, the Ordering Activity shall be required to segregate the material at the time of disposal. The HSP shall be responsible for providing separate containers for each vessel, clearly marked with the required categories and for informing the Ordering Activity, upon arrival, that segregation is required. If the Ordering Activity does not segregate trash as required, the HSP shall inform the Ordering Activity and Logistic Support Representative (LSR) prior to departure and bill for the cost of trash segregation within 48 hours after the vessel's departure.

LINE ITEM XX03 – FLEET LANDING

1. When ordered by the ship, the HSP shall furnish services/supplies for the fleet landing area. The following is a list of the basic supplies and services that a ship may need.

2. FLEET LANDING. HSP shall provide the sub-line items specified in this Line Item and shall provide a unit price for each sub-line item. The unit price shall be per day for each item. Mobilization/demobilization charges shall be included in sub-line item price. Fleet Landing services include the following:

    a. PORTABLE TOILET UNIT SERVICES. The unit price shall be for a single commode and one (1) urinal. The daily rate shall include pumping and cleaning as many times as necessary to ensure clean, sanitary condition and providing all chemicals, cleaning products and toilet paper. The HSP shall check toilet facilities at least every six (6) hours to ensure cleanliness.

    b. PORTABLE ELECTRIC GENERATORS. The HSP shall provide a portable, gasoline powered, electric generator capable of supplying power to portable lighting and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). Generator shall be at least 5KW with circuit breaker protector. Daily rate includes fuel, oil, and necessary consumables to operate the generator, transportation, set-up, dismantling and labor.

    c. Chairs (each per day)

    d. Long tables - approximately 2 meters in length (each per day)

LINE ITEM XX04 – BROW SERVICES

1. BROWS

    a. Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The HSP shall provide the brows specified in the schedule as ordered by the ship. A range of brow sizes is provided in each of the sub lot line items of lot line item XX04. All brows provided by port authorities, host nation, or US Government shall be billed at cost as port tariff items. Mobilization, demobilization, setup and placement shall be included in the proposed unit price of all XX04 sub lot line items.

    b. Due to the height difference between the submarine deck and pier, the HSP provided submarine brow must afford personnel a smooth and safe transit when entering or exiting the submarine deck. The submarine brow must be capable of supporting shore power cables without damaging the cable.

2. MOBILE CRANE SERVICES

    a. The HSP shall provide mobile crane services (shore crane) with operator(s). The HSP shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HSP shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each mobile crane ordered.

    b. Crane services under this Line Item are for land cranes only.

3. FORKLIFT SERVICES

    a. The HSP shall provide forklift services with operator(s). The HSP shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. Upon the Supply Officer's request, the HSP shall provide information concerning forklift/lifting capacity. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HSP shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered.

LINE ITEM XX05– SHIP MOVEMENT SERVICES (PILOTS, TUGS, LINEHANDLERS)

1. The HSP shall arrange pilots, tugs, and line handlers as ordered. The HSP shall coordinate with port authorities, as necessary, to ensure that the services are available at the times requested. It should be noted that the port authority or other authorized sources provide these services, and are, therefore, to be priced in accordance with current tariff rates.

2. The HSP shall provide tugs to bring ships to and from berthing locations. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

LINE ITEM XX06 - WATER FERRY/TAXI SERVICES

1. The HSP shall provide water taxis to transfer ship personnel to and from the ship and the fleet. At the commencement of service, the HSP is required to advise the ship of scheduled breaks and any changes to the taxi service schedule. The HSP shall provide water taxi service when the vessel is expected to be at anchorage for twenty-four (24) hours or more. Water taxi service shall be always available, with the exception of inclement weather, during the two (2) one-hour meal breaks and during refueling.

2. Taxi water service shall include a minimum of two (2) qualified operators (a driver and one other operator), any other helpers or crew members required by local authorities, all insurance, fuel, holiday surcharges, overtime, and other operating expenses. Operator qualifications are set forth in paragraph (14) below.

3. Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the ship. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection. The HSP shall be entitled to a six (6) hour minimum rental fee in cases where actual usage is less than six hours per day.

4. If the HSP cannot provide the size of water taxi ordered, the HSP shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event the ship will be charged for the size of the water taxi ordered. For example, if one (1) 250-pax water taxi is ordered and is not available, then two (2) 125-pax water taxis shall be provided for the rate of one (1) 250-pax water taxi, if acceptable to the Ordering Officer.

5. The HSP shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the port or the country in which the port is located. Apart from compliance with local laws and regulations, the HSP shall meet all additional requirements as set forth throughout the PWS. Water taxi shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, and fitted for service required. Further, water taxi shall be in a clean condition when presented for service and shall be free of debris.

6. Each water taxi shall be equipped with at least one clean and serviceable life jacket for each passenger and crewmember, and all jackets shall be stowed in a readily accessible place.

7. Except as otherwise specified herein, the service shall include all equipment needed to transport personnel between the vessel anchored in the outer harbor, or in the inner harbor, fleet landing, or any designated pier or berth within the port. If it becomes necessary to change the landing point of the water taxi (pier or berth) within the port, the HSP shall dock at the new landing point. In the event this occurs, it will be considered to be a “Change” to the contract.

8. All water taxis used by the HSP shall provide overhead covering.

9. Before the commencement of any services under this contract, the HSP shall make the water taxi available to the Ordering Vessel’s Commanding Officer or designated representative for inspection.

10. The following information shall be conspicuously posted in each water taxi shall be in English and the language of the country in which the port is located:

    a. Current operator’s/captain’s license.
    b. Passenger/weight capacity limits notice.
    c. Location of life jackets and other life saving equipment.
    d. Location of all exits indicated in large letters.
    e. Emergency procedures.

11. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

12. The consumption of alcoholic beverages shall not be permitted aboard the water taxi.

13. Operator Qualifications: All personnel or employees of the HSP operating water taxis, shall have all certification required and issued by the law of the country in which the port is located for the operation of the type, class, or size of water taxi being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the water taxis are to be operated to ensure the water taxis are operated in a safe and seaworthy manner. At least one operator on each boat must speak English.

14. Security: During the term of this contract, the ship(s) to be serviced will provide adequate and sufficient security personnel for maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the ship's Commanding Officer or designated representative. When such naval personnel are embarked in a HSP-operated water taxi, he will be responsible for the good order and discipline of naval personnel.

15. In the event of a water taxi breakdown, immediately prior to, or during a trip, the HSP shall immediately provide a replacement water taxi that complies in all respects with this contract, at no additional cost to the U.S. Government. If a water taxi is not operable when required under this contract, the HSP shall immediately provide at no additional expense to the U.S. Government, a replacement water taxi which complies in all respects with this contract.

16. Any personal articles or items found on the water taxi after completion of each trip shall be turned over to the ship's Security Officer or his direct representative.

17. To verify a claim by the HSP for any damage or destruction caused by the U.S. Government, it shall be the responsibility of the HSP to ensure that the water taxi is jointly inspected before and after each trip by the HSP and an authorized representative of the U.S. Government.

18. When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

19. Inspection and acceptance criteria for water taxi services. The Commanding Officer or his designated representative of the ARMY/USS/USNS/USCG ship shall inspect and accept all liberty boats/water taxis prior to transporting any personnel. Each order for liberty boat/water taxi services is made on the basis that the request is to be considered a final order/obligation of the US Government only after each water taxi has been inspected and accepted by the ship's representative. The ship's Commanding Officer is solely responsible for the safety of his crew and the subsequent acceptance of liberty boat/water taxi services. The following features or components may be inspected prior to acceptance. The following items must be functional and in safe operating condition:

    a. HULL
        i. Watertight integrity of weather decks, bulkheads, watertight closures and interior hull structure.
        ii. Superstructure (including masts and stacks).
        iii. Railings, bulwarks and their attachment to hull, especially guardrails and lifelines.
        iv. Provisions for drainage of seawater from exposed decks.

    b. MACHINERY
        i. Main propulsion and auxiliary machinery essential to operation of craft.
        ii. Sea and bulkhead closure valves.

iii. Bilge suction strainers and dewatering systems bilge pumps to be tested by operation.
iv. Bilges free of flammable liquids.

c. ELECTRICAL
i. Cables.
ii. Navigation, deck and emergency lighting.
iii. Rotating electrical machinery, e.g., generators and motors.
iv. Storage batteries.

d. LIFESAVING EQUIPMENT
i. Life preservers sufficient number for maximum capacity of craft, accessible and in satisfactory condition.
ii. Life raft(s) and hydrostatic release (where applicable) sufficient for maximum capacity.
iii. First aid kits, life rings and distress lights.
iv. Distress signaling devices.

e. FIRE FIGHTING EQUIPMENT
i. Fire pump passes fire pump pressure test.
ii. Portable fire extinguishers (eg. CO2 cylinders)

f. STEERING APPARATUS

g. MISC SYSTEMS AND EQUIPMENT
i. Harbor charts.
ii. Ground tackle and mooring lines.
iii. Whistle/fog horn, bell.
iv. Compass.
v. Radar.
vi. 2 way radio capable of bridge to bridge communications.
vii. Current licenses.

20. The HSP shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for U.S. Government review and inspection.

LINE ITEM XX07 – GENERAL CHARTER & HIRE ITEMS

1. YOKOHAMA OR COMPARABLE TYPE FENDERS

a. The HSP shall furnish Yokohama or comparable type fenders for all classes of ships in accordance with the Schedule of Supplies and Services. Fenders provided shall be appropriate and safe for the class of ship and pier configuration. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee PER Yokohama or comparable type fender. All costs associated with installation, and removal of one fender, as well as round trip costs associated with transport of the fender from another port or storage location, if required, are to be included in the proposed line item price.

b. Rental is on a daily (24-hour) basis, per fender. The HSP shall be responsible for securing the fenders to the pier.

c. The HSP shall provide fenders with a minimum of two (2) mooring lines.

2. CAMELS, BREASTING, AND FENDERING BARGES

a. The camels shall be flat surface platforms to be placed alongside the pier and sufficiently capable of breasting the ship away from the pier or from other ships.

b. The HSP shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3. LANDING BARGES

a. The landing barges shall be flat surface barges for positioning at the stern or side of the vessel to serve as a loading/unloading platform for water taxi personnel or cargo; they shall not interfere with the operations of the ships' elevators or other equipment. Although landing barges are primarily used for class IV and V vessels, they may be ordered for use with any class vessel.

b. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

4. OILY WASTE REMOVAL (TRUCK AND BARGE)

a. Oily Waste is defined as any liquid petroleum product mixed with wastewater and/or oil in any amounts, which, if discharged overboard, would cause or show sheen on the water. The HSP shall dispose of any combination of oily waste and grey water as oily waste.

b. Oily Waste is measured by Cubic Meter (1CM = 264.2 Gallons). The HSP shall submit, as an attachment to the invoices for disposal services, a document verifying the quantity collected and the name of the disposal plant where the oily waste have been or will be disposed.

c. The HSP shall comply with the environmental requirements of each country where oily waste is disposed and shall be liable for any costs incurred as a result of the HSP's failure to comply with such requirements. The HSP shall keep all disposal certificates and shall make them available to the Contracting Officer upon request. If the ship concurs with the volume, the ship will pay for the entire amount.

d. Oily Waste Removal involves the collection of Oil and Aggregate Water generated by the ships. The requiring vessel will pump this waste into HSP-provided tanks or barges. The HSP shall provide all equipment and facilities required to remove oily waste, including hoses and connections compatible with the ship being serviced. The HSP shall provide hoses of sufficient length from equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

e. In all cases when a ship orders oily waste disposal services, the HSP shall invoice and will be paid the for a minimum daily quantity of 60 CM for providing the disposal services, even if the oily waste quantity pumped and disposed that day is less than the 60 CM minimum quantity.

f. In the event the HSP subcontracts oily waste disposal, the HSP shall be liable for any costs incurred as a result of the disposal operator's failure to comply with local requirements.

g. The HSP shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed. The Government reserves the right to independently verify the volume of discharge using certified flow measuring devices. The Government reserves the right to request a written statement from the HSP describing the method of measurement used to determine the amount of Oily Waste removed from the vessel.

h. When removal is done via barge, the HSP shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. The HSP shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements.

5. INTERPRETER SERVICES

a. The HSP shall provide interpreter services when ordered. The interpreter shall be fluent in both spoken and written local language and English.

6. PRATIQUE

a. The HSP shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

7. STEVEDORE SERVICES

a. The HSP shall provide stevedores for general labor. Billing shall be at the hourly rate for worker.

8. PORT DUES

a. In some countries, the port authority or concessionaire charges port dues to the visiting ship. The port dues may be based on the length or based on the gross tonnage of the ship. Only 'FINAL' invoices will be accepted for payment.

LINE ITEM XX08 - COLLECTION, HOLDING, AND TRANSFER (CHT)

1. The HSP is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships throughout the area covered by this contract. The HSP shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The HSP shall be responsible for the supervision of the collection, transportation and disposal services to avoid any overflow of waste on the barge and at the pier. Services shall commence upon ship's arrival whether, at anchor or pierside. The HSP shall pre-position CHT barges, when necessary, in accordance with force protection or other requirements.

2. The HSP shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3. The HSP shall remove sewage from the ship in HSP-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

4. The HSP shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT. The Government reserves the right to use its own metering device to verify measurement of sewage discharge.

5. The HSP shall provide CHT hoses of sufficient length from HSP equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6. The HSP shall properly dispose of all sewage whether by pier-side or at anchorage.

7. The CHT service shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the HSP shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT.

8. The HSP shall submit, as an attachment to the invoices, a document (certified by the ship's personnel) that indicates the quantity collected and the name of the disposal plant where the CHT will be disposed. The Government reserves the right to independently verify the actual volume of CHT discharged using a certified flow measuring device provided by the HSP. The Government reserves the right to request a written statement from the HSP describing the method of measurement used to determine the amount of Oily Waste removed from the vessel.

9. The HSP shall follow any environmental regulations required by each country. If the ship concurs with the volume, the ship will pay for the entire amount.

10. The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the HSP's report in writing. The HSP is also responsible to keep all disposal certificates and shall make them available to Contracting Officer upon request.

11. When CHT removal is via barge, The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

In all cases when a ship orders CHT disposal services, the HSP shall invoice and will be paid the for a minimum daily quantity of CHT for providing the disposal services, even if the CHT quantity pumped and disposed that day is less than the 60 CM minimum quantity.

LINE ITEM XX09 - FRESH POTABLE WATER

1. Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

   a. Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See below:

1. Contaminant levels for inorganic chemicals (effective 1 January 1993)

CONTAMINANT	*MCLG (mg/L)* [1]	*MCL (mg/L)*	*AL (mg/L* [2]*)*
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	

CONTAMINANT	*MCLG (mg/L)* [1]	*MCL (mg/L)*	*AL (mg/L* [2]*)*
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0		.015 [4]
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
TOTAL NITRATE AND NITRITE (AS N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE :	4	4	

(1). Maximum contaminant level goal (MCLG). The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are nonenforceable health goals.

(2) Action level (AL). Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90th percentile" level is greater than 0.015 mg/L).

2. Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 - DICHLOROETHANE	0	0.005

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
1,1 - DICHLOROETHYLENE	0.007	0.007
PARA - DICHLOROBENZENE	0.075	0.075
1,1,1 - TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.6
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 - DICHLOROPROPANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES (TOTAL)	10	10

3. Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) effective 01 January 1993))

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3- CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S (AS DECACHLORBIPHENYL)	0	0.0005
ALDICARB	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10[(1)]

[(1)]. The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

4. Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites that are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Reference (d) contains sampling requirements for the Navy public water system.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Autoanalysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the multiple-Tube Fermentation (MTF) Technique, and the membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use is included in reference (1).

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, except where the State waives this requirement on a case-by-case basis.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the State may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before, unless the MCL has been violated and the system has notified the State (in which case the State may reduce or eliminate the requirement to take the remaining samples).

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms. Or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements that apply when a sample is fecal coliform-positive.

5. Turbidity The MCL for turbidity applies to both community water systems and noncommunity water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at State option).

b. Five turbidity units (maximum) average for 2 consecutive days.

c. These requirements apply to filtered systems until 29 JUNE 1993. The requirements apply to unfiltered systems that the State has determined, in writing, must install filtration until 29 June 1993 or until filtration is installed whichever is later. After the above dates, consult the latest edition of 40 CFR 141.

6. The MCL for Radiological Contaminants are:

Gross alpha particle activity including radium 226 but excluding radon and uranium . . . . . .15 pCi/L
Combined radium-226 and radium 228 . . .. .5 pCi/L
Tritium . . . . .20,000 pCi/L
Strontium-90. . . . . 8 pCi/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

7. Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

b. Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

a. These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at these websites: http://www.epa.gov/OGWDW and http://www.tdh.state.tx.us/bfds. The HSP shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

b. The HSP shall provide for the delivery of fresh potable water to the ships as ordered. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, CERTIFIED METERING DEVICES.

c. Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraphs (2)(a) and (2)(b) above. If the water source does not meet the requirements of potable water, the HSP shall be required to provide water from an alternate approved source at no increase in the contract price.

d. Potable water pierside shall be delivered by pipeline if available. If a vessel is at anchorage SUBLINE ITEM XX09AC applies.

2. The HSP shall be paid based on the ACTUAL METRIC TONS of potable water received on the ship. The Government reserves the right to require a written statement from the HSP describing the method of measurement used to determine the amount of potable water provided to the vessel.

LINE ITEM XX10 – SHIP UTILITY SERVICES

1. SHORE STEAM

a. The HSP shall provide shore steam to the ship. This sub lot line item is performance-based. Shore steam provided to the ship may be provided by any means (boiler or generator) so long as the pressure of steam delivered to the vessel is approximately 100 PSI (standard commercial pressure) and of acceptable quality for the vessel. Pricing for provision of shore steam shall be on a TBD basis and should include the boiler or generator, fuel for the generator, mobilization/demobilization, hoses, and adapters appropriate to the vessel type, and water (where required) for the generator or boiler. This item shall be billed on a daily basis.

2. OIL BOOMS

a. The HSP shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom. Billing for LINE ITEM XX10AA & XX10AB shall be per meter. For example, a 300-meter oil boom would be billed at 300 meters per day.

b. Oil Booms are intended to act as a precautionary measure in case of inadvertent leakage from equipment otherwise in sound operating equipment. Oil booms are also intended to mitigate the environmental damages that may otherwise result from inadvertent leakage. The HSP shall notify the

Ordering Activity, upon receipt of a LOGREQ request, if deployment of an oil boom at the proposed mooring location is contrary to host nation or port authority regulation so that the order for the oil boom service can be cancelled. Cleanup and disposal of oil is a port authority function. If the HSP incurs charges for these services, they shall be billed as port tariff items on a reimbursable basis.

3. SHORE POWER (INCLUDES CABLES, CONNECTION, FUEL, AND OPERATORS) 450-480V, 60 HZ

   a. The HSP shall provide shore power to the ship using a port-provided, permanent connection system or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels. The HSP shall provide all cables and make all power connections between the generator and ship. The availability of shore power shall be in accordance with the schedule established by the ship.

   b. Sub Lot Line Items XX10AC through XX10AG are to be used only if/when shore power provided by port authorities is, for any reason, not available or inadequate.

LINE ITEM XX11 – LAND TRANSPORTATION (PERSONNEL) SERVICES (BUS SERVICE AND VEHICLE RENTAL SERVICE)

1. GENERAL REQUIREMENTS :

   a. All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured. The HSP is responsible for delivering all cargo and personnel to the correct location on schedule.

   b. If a Government official is designated to drive the vehicle, he or she is required to be at least 21years and meet all requirements for driving in the host nation. The HSP is responsible for passing the information required to register with the local rental company from the Ordering Activity.

   c. The HSP shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government shall have the right to reject the vehicle for performance of services. The HSP shall ensure that each vehicle is jointly inspected before and after a trip by the HSP and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

   d. If a vehicle is not operable when required under this contract, the HSP shall provide, at no additional expense to the U.S. Government, a replacement vehicle within three (3) hours that complies in all respects with this contract.

2. BUS SERVICE

   a. The HSP shall provide air-conditioned bus services on an hourly rate basis and bill under LINE ITEM XX11AA and XX11AB. The hourly rate shall include one driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any additional driver, if required, shall be priced separately. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

   b. The HSP shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition when presented for service and shall be free of debris.

   c. In the event of a bus breakdown, the HSP shall provide within two hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

d. Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's Ordering Officer.

e. The HSP shall be responsible for ensuring that the HSP and an authorized representative of the U.S. Government jointly inspect before and after a trip each bus. The U.S. Government will not consider any claim for damage to a bus, which has not been inspected.

3. VEHICLE RENTAL SERVICE

a. Vehicle Specifications, Maintenance, and Malfunctions

(i) The HSP shall furnish "new" air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations.

Sedans or SUVs shall have a minimum capacity of four (4) passengers and 1600cc engine.

In the event a "new" vehicle is not available in certain countries, the HSP shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. Vehicles shall be priced on a daily rate. They shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full. The prices for vehicles rented are based upon an assumption that the vehicles will be returned with an empty tank of gas. There shall be no surcharge applied to the commercial price of the fuel. Vehicles can be returned with any amount of gasoline. Ships shall not be responsible for returning the vehicle with a full tank of fuel, and the HSP shall not be obligated to credit the ship for the remaining fuel.

(ii) The HSP shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and be responsible for all emergency repairs and services.

(iii) Should any vehicle break down while in the U.S. Government's possession, the HSP shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than three (3) hours later. The replacement shall take place either at the point of breakdown or at the HSP's office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the HSP's expense. In addition, the HSP shall be liable for any U.S. Government incurred costs because of the breakdown; such as towing, repair costs, and related transportation expenses because the HSP was unreachable.

b. Substitution of Vehicles

(i) If the HSP does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the HSP shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group B car is ordered but unavailable, and if no other Group B vehicle is available, the HSP shall furnish a higher group vehicle at the price listed for the Group B vehicle originally ordered.
(ii) In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

c. General Description of Vehicle Types

(i) The vehicles shall meet the general description set out below:

Medium-size Sedan (Group “B”): 2 - 4 doors; 4 - 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Executive Sedan (Group “E”): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Passenger Van (Group “M”): 9-passenger capacity; air conditioning; minimum 2000cc engine.

Cargo Van (Group “X”): 12 Cubic Meter volume capacity, air conditioning; minimum 2000cc engine.

d. Insurance and Liability.

(i) The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below.

(ii) The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

(iii) The HSP and any Subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the HSP, its subcontractors, its agents, or employees.

(iv) The HSP shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The HSP shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

(v) Paragraph (iv) shall not be construed as limiting the HSP’s liability to the amounts of the required minimum insurance coverage specified therein.

e. Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. The HSP shall notify the Supply Officer of the infraction and amount cited.

f. Mileage and Deposit Charges. There are no mileage or deposit charges for the vehicles rented under this contract.

g. Time Periods of Rental. Rental time shall begin once U.S. Government employees have taken possession of the vehicle. The daily rate is defined as 24 consecutive hours. If the vehicle is rented with a driver, and if a driver is required during the entire period of rental, no individual driver shall be required to drive more than 8 hours straight. Drivers must not have been driving within the previous 8 hours.

h. Executive Sedan with Driver (Group "Y"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan. This group requires an executive sedan and shall be provided with a driver. Drivers must be familiar with local area, and must speak English. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. No individual driver shall be required to drive more than 8 hours. Drivers must not have been driving within the previous 8 hours. The HSP shall be responsible for payment of any fines and

legal costs incurred as a consequence of the violations of traffic laws or regulations by the provided driver. The U.S. Government will reimburse the HSP for additional costs in two cases: for highway tolls, and for the driver's overnight accommodation up to $120.00 or equivalent local currency, when required by U.S. Government business such as travel to another city, and upon presentation of an original invoice.

LINE ITEM XX12 - TELEPHONE SERVICES AND COMMUNICATIONS EQUIPMENT

1. Cellular Telephone Services (LINE ITEM XX12AC): Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under LINE ITEM XX12AC. The HSP shall have readily available a minimum of 10 cellular telephones at a given time. Each mobile phone provided shall include an operating manual/instruction with published rates for usage.

2. Landlines (LINE ITEM XX12AA): Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Installation charges shall be inclusive of all costs for installation and removal of landlines. Usage charges and port tariff fees associated with landline connections (LINE ITEM XX12AB) will be the actual charges computed in accordance with the local or national tariff.

3. The HSP shall provide pre-paid International Calling Cards for official use (LINE ITEM XX12AE).

LINE ITEM XX13, XX14, XX15 - FORCE PROTECTION BARRIERS, PERSONNEL, AND SUPPLIES

1. Only the ship's Commanding Officer, the ship's Supply Officer, or the FISC Yokosuka Contracting Officer is authorized to order Force Protection (FP) services under this contract. If any other activity or individual attempts to order FP services (e.g., NCIS, DAO, etc), the Husbanding Service (HSP) Contractor is required to immediately inform the ship and receive a proper order prior to beginning performance of these services.

2. The HSP is responsible for providing and coordinating the FP services described in paragraphs 2-6 and 8-15 as part of their Husbanding Services under Lot Line Item XX01. The HSP shall develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HSP must coordinate all aspects of FP planning and services with Port Authorities, host nation agencies, and U.S. Embassy security staff. If the host nation is supplying FP assets the HSP must verify they are available and are scheduled to show up on time.

3. The HSP will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer. The HSP shall not add any requirements without prior approval.

4. The HSP is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Yokosuka Contracting Officer. The HSP must explain what the added FP service will include and why it has been requested. The FISC Yokosuka Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HSP will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

5. FP is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, having the objective of improving security to personnel and ships while in port. FP services or supplies may be provided by the host nation at no cost or may be billed at the public tariff rate. The HSP is required to verify what services will be provided by the host nation. For the services that cannot be provided by the host nation, the HSP is required to arrange these services by obtaining them from commercial sources at the prices indicated in the pricing schedule.

6. The HSP shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HSP's written policy shall describe the required measures to protect ship schedule information.

7. The HSP shall provide as many services identified below as ordered by the ship or FISC Yokosuka Contracting Officer. These services do not include other related services not listed, but may be required and separately ordered to attain a higher level of security in a port.

8. Personnel providing force protection services must be responsive to instructions from the ship. This does not authorize force protection personnel to violate any local regulations, any Port Authority ordinances, or local decrees. The equipment and material used for the force protection services will be inspected by the ship's force to ascertain that they meet force protection requirements.

9. Access Points: The HSP shall establish a single entry and exit point to the pier area.

10. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

11. Personnel Identification: The HSP shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

12. Background Checks: The HSP shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations. The HSP shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers. The HSP shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The HSP shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing. In addition, the HSP will be required to provide vetting services for third party contractors such as DLA-Engery contractors.

13. Access Lists: The HSP shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

14. Inspections: The HSP shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

15. Stand-Off Distances:

    a. Objects: To the maximum extent practicable the HSP shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

b. Unloading Zones: To the maximum extent practicable the HSP shall establish unloading zones at least 400 feet (125 meters) away from the ship.

c. Warning Signs: The HSP shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

i. Sign Specifications:
1. Language: Must be in the local language(s) as well as English.
2. Wording: Must state "Restricted Area, Do Not Enter"
3. Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
4. Color: Yellow or white with black lettering
5. Visibility: Must be highly visible from a distance of 400 feet (125 meters)
6. Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

16. The unit price for force protection services shall include all costs associated with providing transportation, mobilization/installation and demobilization/de-installation, or arranging the requested services below unless the transportation, mobilization/installation and demobilization/de-installation is identified as a separate Lot Line item number. The HSP's invoice shall set forth the unit of issue identified for each service, total quantity ordered for each service, unit price, and the total price.

17. The force protection services that the ships may order if included on the contract schedules are:

(a) Jersey-type security barriers and CONEX box barriers capable of stopping a vehicle (automobile). (Price per meter per day)
(i) Concrete barriers
(ii) Water filled barriers (completely filled with water). Price must include water.
(iii) CONEX box barriers.
Mobilization, installation and demobilization will be billed under a separate contract line item number.

(b) Unarmed security guard to control vehicle and personnel access to pier. (Price per guard per hour) Must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival.

(c) Floating Line of Demarcation (LOD) at pierside, equipped with anchors and lighting (for night visibility). (Price per meter per day) The floating LOD must be anchored at least 30 meters from ship. Oil booms are acceptable. Mobilization, installation and demobilization will be billed under a separate contract line item number.

(d) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities. Continuous coverage is required for the period of performance ordered by the ship or by the Contracting Officer. (Price per patrol craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(e) Unarmed and manned motorized patrol craft, approximately 5-10 meters in length, with own radio to communicate with ship and local authorities, to escort ship from pilot pickup point to mooring location. (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a

minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(f) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities, on call (available within 15 minutes). (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(g) Tire-shredding strips, equipped with metal spikes, to be placed across the entry to pier access. (Price per one strip per day) Must be capable of disabling a vehicle, which drives over the strips in the wrong direction. Strips must be at least one meter in length.

(h) Metal pedestrian-control fences. (Price per 2x2 meters fence per day) Must be at least two (2) meters high, two (2) meters wide, and sturdy enough to withstand wind and other inclement weather.

(i) Signs in host nation language. Signs shall be at least one (1) meter long and a half (1/2) meter wide, with lettering at least 10 cm high. (Price per sign per day). Each sign is to read: "Controlled area. Unauthorized entry prohibited." Signs shall be legible, on a sturdy material that will not fade, run, or be ruined due to inclement weather (plastic material preferable). Signs shall also be written in fluorescent paint/material or be lighted, so they can be seen at night. Signs shall have some type of securing means on them, such as a hole punched in each corner, to use wire to secure sign to fence.

(j) Portable fluorescent lighting capable of illuminating 300 meters by 100-meter area. The HS Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port's installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting. (Price per portable unit per day)

(k) Weather resistant guard shacks, capable of holding at least two persons. Guard shack shall be enclosed, and shall have, at a minimum, one door and one window. Please indicate guard shack measurements. (Price per unit per day).

(l) Hand held metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition (Price per unit per day)

(m) Walk-through metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(n) Trained metal detector operators. (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(o) Hand held explosives detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day).

(p) Walk-through explosive detector, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(q) Trained explosives detector operators, (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(r) X-ray baggage scanning machines, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(s) Trained X-ray baggage scanning operators (Price per hour per operator). Operators shall search host national baggage. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(t) Explosives disposal-trained diving services capable of inspecting pier before ship arrival. Must have obtained all applicable licenses and/or certifications from host nation prior to diving. (Price per hour)

(u) Battery operated bullhorns, new batteries included. (Price per unit per day)

(v) Sturdy tables with dimensions of at least two (2) meters long and one (1) meter wide, with four folding chairs. (Price per unit per day)

(w) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and open on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(x) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and closed on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(y) 800 MHz radios. Must be in excellent condition, and battery operated, with batteries included. (Price per unit per day)

Note: If the FP services required in support of the port visit are not included as pre-priced items in the contract schedules, paragraph D.5. of the PWS applies.

LINE ITEM XX16 - PORT HANDLING COSTS

1. PAINT FLOAT

    a. The paint float shall be no less than 5M in length but, in all cases, large enough to provide a safe and stable working platform for the occupants. Scaffolding may be of any height less than 3.5M from the deck, so as to provide a working platform at least 4M from the waterline. The paint float shall be equipped with suitable self-fendering to prevent damage to the ship. The price of these fenders shall be included in the quoted price of the paint float. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HSP at no additional charge. Rails shall be no less than 1M from the working platform. The working platform shall be equipped with anchor points for harnessing. The Ordering Activity shall be responsible for providing safety harnesses, for obtaining permission from local authorities prior to all work on the paint float, and for cleanup/disposal of all hazardous material generated or released outside the paint float. The HSP shall notify the Ordering Activity of local regulatory requirements concerning paint floats, assist the Ordering Activity in submitting requests and passing required documentation to the local authority where permission is required to work on the paint float, and arrange for required cleaning of the paint float upon return. The ordering activity is responsible for securing the paint float from the time custody has been transferred to them until returned to the HSP or the ship departs, whichever is earlier.

2. MATERIAL HANDLING (UP TO 150 LBS)

    a. The HSP shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

b. The HSP shall use counter-to-counter delivery and charge by each Bill of Lading. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

c. Shipping documents shall be labeled "SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HSP.

d. The HSP shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel. The HSP shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

e. The HSP shall receive the package from the ship and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

f. The HSP shall deliver the package to the ship the day of arrival in port or the following morning. The HSP shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

g. The HSP shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HSP shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

3. MANLIFT (WITHOUT OPERATOR)

a. The HSP shall provide a manlift (without operator) and a full fuel tank. The HSP shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning. The HSP shall conduct training on safety and operating procedures for ship personnel. The HSP shall maintain documentation of ship personnel acknowledgement of the training.

LINE ITEM XX17 - COST REPORTING

LINE ITEM XX17AA - LogSSR Reporting

Upon award, the HSP shall utilize the LogSSR to submit all reports and documentation related to the husbanding order. LogSSR can be accessed through the NAVSUP One Supply website at https://www.navsup.navy.mil/onesupply, redirected through www.navsup.navy.mil/logssr or directly at the official website of https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(1) LogSSR access and input.

(a) At the start of the contract period of performance, the HSP shall begin to enter the final itemized port cost information for every order under this contract directly into the LogSSR database (Actual Cost Report) and email all corresponding documentation (LOGREQ, Initial Cost Estimate Report, validation of submission of cost estimate, final invoices, and supporting documentation required by the contract). External Certification Authority Public Key Infrastructure (ECA PKI) is not required for entry, but no access to the HSP's information is accessible unless obtaining an ECA PKI.

(2) LogSSR functionality.

(a) This system is designed to gather all reports and documentation related to ALL ordering activity e.g. a ship's visit, beginning with the Initial Cost Estimate (referred to in this solicitation as the

'pre-arrival cost estimate') to the Actual Cost Report. All supporting documentation will be submitted by email to navsup_hq_logssr@navy.mil in PDF format (Adobe Acrobat) when the port visit information is entered into LogSSR. Although the pre-arrival cost estimate is a separate reporting requirement, a copy of this report shall also be submitted as part of the Actual Cost Report documentation described in paragraph (b) below. The Documentation is discussed below:

(b) Actual Cost Report:

(1) The HSP shall create the Actual Cost Report in the LogSSR website directly, **within seven (7) calendar days from completion of the ship's visit**. The HSP shall also send a copy of the order (i.e. SF 1155 or 1449), a copy of any Initial Cost Estimates, a copy of the LOGREQ, and all HSP and any sub-contractor invoices and supporting documentation required by the contract as PDF files to the LogSSR email address of **navsup_hq_logssr@navy.mil** and to the email address specified at the time of contract award for each region concurrent with the creation of the Actual Cost Report in LogSSR. The HSP shall identify the line items as actual or estimated. This option is for those line items where the HSP has not received the actual invoice before the ship leaves port, i.e. telephone bills. The HSP shall include ALL port costs paid by each ship for which the HSP provides husbanding services. Email submissions should be limited to no more than 10 MB per email (multiple emails authorized if needed) and reference the port visit identification number in the subject line (received when a port visit is submitted).

(2) For ships or ordering activities that do not have disbursement capabilities, the HSP shall send the signed DD Form 1155, invoices and the additional documents required clearly indicating that a payment is pending to email address husbanding@fe.navy.mil and to the LogSSR email address of **navsup_hq_logssr@navy.mil.**

(3) Any changes to an Actual Cost Report (i.e. finalize the charges made on an estimated amount) shall be forwarded by e-mail to and to the email address husbanding@fe.navy.mil and to **navsup_hq_logssr@navy.mil** email account as PDF file within seven (7) calendar days of the change. The email must contain a summary of the changes. The FISC contracting office will update changes to the LogSSR.

(4) The Actual Cost Report and supporting documentation will be visible in the LogSSR website by the government personnel with validation authority. Final reports of an HSP representative can be accessed through the website only by obtaining an ECA PKI that will provide access only to the HSP's submitted information.

NOTE: Before submission of reports or any other data to the FISC Contracting Office via electronic transmission or any other data media, the HSP shall scan all documents with current anti-virus software to ensure computer virus free transmission. The LogSSR server scans all reports for computer viruses before inclusion in the databases. Any reports received containing computer viruses will be immediately deleted and not necessarily returned to the HSP.

NOTES:

1. "All data obtained by the Government through the use of LOGSRR during the course of the contract is for the Government's use and shall be treated as 'limited rights' as described in DFAR 252.227-7013(13) after the contract expires".

2. Failure to provide required reports in a timely manner as outlined in the PWS will result in penalties as outlined in the Quality Assurance Surveillance Plan (QASP).

LINE ITEM XX18 - PORT TARIFFS NOT OTHERWISE SPECIFIED

Line Item XX18AE – Port tariffs

1. Port tariffs (PT) billable under XX17 include all PT items for which a specific sub-line item is not specified in the Exhibit A.

2. The HS Contractor shall also provide all original documents with any invoices for port tariff items which have been provided to the ship for certification by the ship's Supply Officer prior to departure. Invoices for port tariff items not available prior to the ship’s departure shall be presented for payment in accordance with OC-1.

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: N4034510RCSG0020

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-11-D-0003	06-Dec-2010		N40345-10-R-0116	06-Oct-2010

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)*

8. OFFER DUE DATE/LOCAL TIME: 02:00 PM 25 Oct 2010

9. ISSUED BY CODE N40345

(N40345) FISC DET SINGAPORE
CONTRACTING DEPARTMENT (CODE 250)
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: NAICS:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE. LTD.
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$871,068.80 EST

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE
- [ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(6), (b)(7)(C)

31c. DATE SIGNED: 01-Dec-2010

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) Contracting Officer

TEL: (b)(6), (b)(7)(C)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001		1	Lot		NSP

MINIMUM GUARANTEE FOR HS SOUTH ASIA
FFP
THIS LINE ITEM DOES NOT ORDER GOODS OR SERVICES. IT MAY BE ISSUED ON TASK ORDER/DELIVERY ORDER NUMBER 00MG FOR THE SOLE PURPOSE OF RECORDING THE OBLIGATION OF FUNDS ASSOCIATED WITH THE MINIMUM QUANTITY UNDER THIS BASIC CONTRACT
FOB: Destination
MILSTRIP: N4034510RCSG0020
PURCHASE REQUEST NUMBER: N4034510RCSG0020

	ESTIMATED NET AMT
ACRN AA	$0.00
CIN: N4034510RCSG00200001	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002		1	Lot	$871,068.80	$871,068.80 EST

HUSBANDING SERVICE FOR SOUTH ASIA
FFP
SEE ATTACHMENT 2 FOR A COMPLETE LISTING OF ALL LLINS AND SUBLLINS FOR LOT 1, CHITTAGONG, LOT 2, CHENNAI, LOT 4, MUMBAI, LOT 6, TRINCOMLEE AND LOT 7, PORT LOIUS. THIS BASE PERIOD SHALL BE FOR 12 MONTHS. ALL PRICES ARE FOB DESTINATION AND SHALL BE IN U.S. DOLLARS.
FOB: Destination
MILSTRIP: N4034510RCSG0020
PURCHASE REQUEST NUMBER: N4034510RCSG0020

ESTIMATED NET AMT	$871,068.80 (EST.)
ACRN AA	$0.00

CIN: N4034510RCSG00200002

PERFORMANCE WORK STATEMENT

A. DESCRIPTION OF CONTRACTUAL SCOPE

1. The geographic scope and region covered by this contract includes the following ports:
   Lot 1 – Chittagong, Bangladesh
   Lot 2 – Chennai, India
   Lot 4 – Mumbai, India
   Lot 6 – Trincomalee, Sri Lanka
   Lot 7 – Port Louis, Mauritius

2. This contract is a Firm-Fixed-Price Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract for the provision of maritime husbanding support. It is not for husbanding agency. The holder of this contract is a U.S. Navy contractor or Husbanding Service Provider (HSP). The holder of this contract is not an agent of the U.S. Navy and does not have the authority to bind the U.S. Navy. Maritime Husbanding Support is defined as: Providing supplies and services as defined in the Performance Work Statement of the contract in support of U.S. Vessels within a port area.

   a. This support is provided by a Husbanding Services provider from a standard list of services under contract.
   b. For items not supported by existing supply chains: e.g. fuel, subsistence, etc.

3. Users authorized to use this contract are United States Navy Commands, United States Marine Corps (USMC), Military Sealift Command (MSC), and the United States Coast Guard (USCG). Other users including the United States Army (USA) shall require specific authorization from the Contracting Officer to use this contract or have a Contracting Officer's Representative designated.

4. This contract is for a period of twelve (12) months and also includes FAR52.217-8 OPTION TO EXTEND SERVICES clause. If the six (6) month extension of performance of services is exercised under FAR 52.217-8, the maximum duration of this contract is 18 months.

5. The HSP shall assure that supplies and services arranged on behalf of the authorized ordering officer conform to the general requirements of the contract in accordance with this PWS. The HSP shall assist the SUPPO or authorized ordering officer with resolving any problems in meeting the requirements.

6. Minimum guarantee for this contract is US$20,000.00 and the maximum value (maximum quantity) of this contract is US$4,000,000.00.

B. QUALITY

1. The HSP shall provide goods and services at requested delivery times at fair and reasonable prices to ships and other authorized users making port visits, provide continuous oversight of costs and performance throughout the area covered by this contract, and make meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. This contract and PWS do not specify how the HSP is to perform, but instead provide measurable performance standards, which are established in the Quality Assurance Surveillance Plan (QASP) to monitor contract performance during each ship's visit.

2. The percentile goals in the QASP are fixed for each factor. The failure of the HSP to meet the percentile goal for any factor will be investigated and evaluated by the Contracting Officer. The HSP will be given the opportunity to refute an adverse assessment prior to finalizing the metric for a quarter.

C. PRICING – SEE ATTACHMENT 2

1. The services described in this PWS are performance based. All prices as a result of this contract are firm-fixed prices. With the exception of Port Tariffs, pricing for all supplies/services shall, include at a minimum, all necessary equipment, licensed operators, all liability insurance as required by local laws, holiday and overtime costs, customs clearances, mobilization, demobilization, removal, disposal, pre-positioning, staging, vetting of operations, fuel and operating expenses associated with performing the entire cycle to deliver and dispense with the logistic services described in this contract. In layman terms, all services are 'all inclusive' of all pricing variables and contingencies unless specifically stated otherwise in the pricing. These Fixed Prices shall also include performance at night, overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, other inclement weather, or service to tankers and ships carrying explosives. These requirements do not include performance during typhoons except where ships are required to depart in advance of typhoons as part of a typhoon evasion plan. Performance is not required during periods when operations have been suspended by host nation port authorities. The HS Contractor will not be liable for performance delays and will be entitled to payment for services (at the rate quoted in the Attachment 2 schedule for that line item) provided during periods where operations have been suspended by host nation port authorities. The HSP shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the U.S. Government.

2. Fees for Husbanding Services cover regular and overtime labor of contractor personnel supporting the ships plus indirect expenses, including all management, overhead and office expenses as well as profit.

3. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and/or labor is along-side the vessel and capable of operations. For the purposes of this contract, one (1) day is equal to 24 hours and begins with the performance of service. For example, service from 1800 until 1800 the next calendar day is equal to one (1) day of service. In cases where the billing unit is 'day' and a full day of service is not used by the Ordering Activity, the HSP shall be entitled to bill for one day of service. For example, if a sub lot line item with a billing unit of day were ordered and used for 30 hours, the HSP would be entitled to bill for two days of service. In cases where the ship does not arrive at the time specified in the ordering LOGREQ and services are made available based upon the time requested in the ordering LOGREQ, billing for services may commence at the time requested by the Government unless notice of cancellation is provided by the Ordering Activity or the organization authorized to pass this information on behalf of the Ordering Activity.

4. When the HSP obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list, then the HSP shall be reimbursed for the published price of the item. The HSP shall not be paid an amount in addition to the published price of the item. A copy of the published price list shall be provided to the Ordering Officer or Contracting Officer, if requested.

5. Repositioning is defined as: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions. Where a ship is at anchorage and the Ordering Activity requests repositioning of equipment, the HSP may be entitled to additional fees for repositioning to be determined by use of:

    a. Prior agreement of the Ordering Officer in cases where the total repositioning costs do not exceed $3,000
    b. Prior agreement of the Contracting Officer in cases where the total repositioning costs exceed $3,000.

6. Port Tariffs: The HSP will be fully reimbursed for Port Tariff items. Port Tariffs will apply to those services which are based on Port Tariff rates established and controlled by Port Authorities. English translated copies of the Port Tariffs must be submitted to the Supply Officer of the ship entering a specific Port.

7. Purchase Card Surcharge: The U.S. Government reserves the right to make payment by purchase card. All purchase card surcharges will be identified as a separate entry on each invoice. Surcharges are not authorized for priced items as the fixed price must include the use of the purchase card.

D. SHIPS'S LOGISTIC REQUIREMENTS (LOGREQ)

1. U.S. Navy ships and other activities authorized to pass LOGREQ requirements on behalf of Ordering Officers will provide, via e-mail, a copy of the unclassified "logistics requirements" (LOGREQ) message directly to the HSP. This LOGREQ may include logistical requirements that are pre-priced under the contract and logistical requirements that are pre-priced under the contract. The LOGREQ is an order for logisitical requirements that are pre-priced under the contract. The HSP shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning price performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Operations Officers, and FISC.

2. After receipt of a LOGREQ the HSP shall make such arrangements for pre-priced items as necessary with port authorities, other U.S. Government Contractors, and other commercial firms to provide supplies and services requested. The HSP shall confirm receipt of the ordering LOGREQ (to the activity who provides the LOGREQ to the HSP) within 24 hours. Confirmation of receipt shall be made by email to the activity passing the LOGREQ.

3. The HSP shall furnish to the ordering activity and FISC Yokosuka Contracting Officer a pre-arrival cost estimate in response to the receipt of a LOGREQ. This estimate will be prepared using the **Attachment 2** spreadsheet format, and will include estimated prices for items submitted on the LOGREQ pre-priced in the contract. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff." This estimate shall be provided to the ordering officer and FISC Yokosuka Contracting Officer via email within (48) hours of receipt of the LOGREQ. This report shall also include cost saving or avoidance recommendations and will explain any anticipated "additional" costs. A LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

4. Ships will not provide force protection requirements in an unclassified LOGREQ message. The activity to which this message is addressed will contact the HSP and pass the ship's force protection requirements for action. The HSP shall confirm with the ship that these force protection requirements received have been actually ordered by the ship prior to beginning performance. The ship's Supply Officer (SUPPO) or Commanding Officer may also request additional force protection requirements not covered by the force protection LOGREQ by email, telephone, or personally upon the ship's arrival. The HSP shall coordinate with the SUPPO before providing any additional force protection. If any other activity or individual orders force protection services (i.e. NCIS, etc) not covered in the ship's force protection LOGREQ provided to the HSP, the HSP is required to immediately inform the ship and receive confirmation prior to beginning performance of these services. Organizations such as NCIS and DAO are not authorized Ordering Officers under this contract unless specific authorization is given by the Contracting Officer, therefore, they have no contractual authority to place orders. Any services provided in this contract ordered by an entity otherwise described in this contract shall be provided at the HSP's own risk and shall result in no additional cost to the government.

5. If a ship requires supplies and services during the course of a port visit that are not included on the schedule of supplies and services at Attachment 2 as pre-priced, (PT(port tariff), TBD, or NSP (not separately priced), the supplies and services will be acquired separately from the contract.

E. ADVANCE LOGISTICS RESPONSE TEAM

1. In the event that a Logistics Response Team for a ship arrives in port prior to a ship's arrival, the HSP will assist the logistics response team by providing logistical support and coordinating all requirements.

2. When the HSP provides support for a Logistics Response Team so that it can perform its mission, the HSP shall bill at the "Subsequent Days" daily rate for husbanding services for each day of support provided "in person" to the logistics response team.

F. INITIAL BOARDING

1. The HSP shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival. All HSP personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port. All correspondence shall be in English. The HSP is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered. Upon initial boarding the HSP shall provide all emergency telephone numbers, i.e. police, hospitals, firefighters, shipboard generated industrial waste (SGIW) disposal and hazardous material (HAZMAT) and oil spill response. The HSP shall visit the ship at least once per day and shall be available on call at all times (24 hours per day, seven days per week) to assist the ship with requirements and to resolve problems.

2. The HSP shall brief the ordering officer(s) about ordered services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HSP shall provide its POC information with 24-hour contact phone numbers.

3. The HSP shall provide the ordering officer(s) with copies of applicable port tariffs and current prices for frequently ordered services, and with any other information provided by other government agencies for distribution. The HSP shall be prepared to take additional ships' orders for supplies or services not placed in the ordering LOGREQ.

G. ORDERING SUPPLIES AND SERVICES AFTER RECEIPT OF A LOGREQ

1. After receipt of a LOGREQ, the HSP must first use Host Nation (HN) services and supplies that can be provided free of charge by the host nation. If services and supplies are not available free of charge from the host nation, they must be provided if within the scope of this contract. The Contracting Officer will be notified if there is a question regarding the scope of the contract. U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or, if the port-provided supplies and services are less expensive than similar services provided by the HSP or its subcontractors, or finally provide it themselves to include subcontractors. Where the reasonable cost of mobilization/demobilization for U.S. Government owned equipment exceeds the quoted price of the sub lot line item it is intended to replace, the HSP shall use the least cost alternative to meet the requirement. If, for any reason, an item that would otherwise be provided by the Government, host nation, or port authority is not available, that item shall be provided by the HSP at the price quoted in the **Attachment 2** pricing schedules.

2. Passing Requirements to other U.S. Government agencies or contractors: The HSP may be required to coordinate and pass orders on behalf of the ship, to include transmission via fax or e-mail, to other U.S. Government Supply Chain agencies or contractors holding U.S. Government contracts (e.g., Defense Supply Center Prime Vendor (DSCP) or DLA-Energy for various supplies and services required. Any disputes or discrepancies arising from the order will be resolved directly between the ordering officer and the other agency or Contractor(s).

3. Money Exchange Services: The HS Contractor shall arrange for authorized moneychangers to exchange U.S. dollars for ship personnel into local currency. Money Exchange services shall be made available onboard ship to crewmembers at least two hours daily with buy-back service on the day before the ship's departure. The moneychangers may include a commission of not more than plus or minus 1.5% difference from the Official Exchange Rate. A locally-available and verifiable currency exchange rate may be used as the Official Exchange Rate. Verification of the exchange rate shall be provided to the Ordering Activity at the time of service. The HS Contractor shall maintain adequate records justifying its basis for determining the Official Exchange Rate and shall make those records available to the U.S. Government upon request. This Official Exchange Rate will be used for financial conversions not covered by payments in U.S. dollars.

4. Laundry Services: The HS Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Laundry and dry cleaning services that are required by the ship from the laundry and dry cleaning vendor will be ordered from the vendor by the ship. Payment for services will be made by the ship to the vendor rather than through the HS Contractor. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure. The HS Contractor shall assist in resolving vendor billing discrepancies.

5. Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

6. Immigration, Customs and Visa: The HS Contractor shall assist ship personnel with immigration, customs and visa requirements into the country of the port visit.

7. Medical Emergencies: If requested, the HS Contractor may be required to make arrangements for emergency medical treatment of ship's crewmembers while the ship is in port. In cases where a member is airlifted into a port by the ship, the HS Contractor, in coordination with the U.S. Consulate/Embassy, will arrange for proper medical care until the member can be returned to the ship, or evacuated to the United States. If there are costs associated with arranging these services, the HS Contractor shall obtain approval from the SUPPO/Contracting Officer prior to providing the support.

8. The HS Contractor shall facilitate the ship's timely departure. The HS Contractor shall provide timely invoices of provided services and supplies to the Supply Officer at the time of the pre-sailing visit. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided. The HS Contractor shall remove all provided equipment.

9. The U.S. Government will not pay the HSP for any personal requests from individual crewmembers, whether military or civilian.

    a. Morale Welfare and Recreation (MWR) Services: The HSP may be required to assist the ship in booking MWR trips, tours, hotel accommodations, or other MWR type items

    b. If another U.S. Navy authorized Information, Ticket and Tours (ITT) contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If awarded, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

10. Pre-Departure Visit / Bill Payment: The HSP shall schedule a visit to the ship one day prior to its departure date in order to present invoices which can be validated, accepted and certified for payment. Written receipt for acceptance of all goods and services shall be obtained during this visit. The ordering activity shall provide a check for all **finalized** invoices prior to departure where the content of the invoice is not disputed. The HSP shall obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure. The HSP shall relay at that time any late information on pilot and tug schedule changes and any additional information applicable to the ship and its departure.

H. UNIQUE / PARTICULAR SITUATIONS

1. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within 3 days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back on Saturday, Sunday or Monday, it will be charged subsequent day fees. If the ship comes back Tuesday, it will be charged the first day rate).

2. If a ship comes into port and does not notify the HSP or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days as applicable.

3. The HSP is required to be able to simultaneously husband ten (10) separate ships throughout the Region, to include two (2) large ships in a single port simultaneously (e.g., two aircraft carriers).

4. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HSP shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office.

5. Short Notice Orders: If orders are issued less than 48 hours prior to the required time for the start of performance, the HSP shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

6. For LOT - 7, Mauritius only - If orders are issued with less than the required minimum order lead time of 10 days (specified in the Attachment 2 schedule for Mauritius) prior to the start of performance, the HS Contractor shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

I. CANCELLATION OF ORDERS

1. Unless otherwise provided herein, in the event an order, or any portion of an order, is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. If several deliveries are required to satisfy an order or portion of an order, i.e., garbage pick-up and disposal on each of five days, then the 48-hour notice period shall be computed from each of the required delivery dates. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled "Termination for the Government's Convenience (FAR 52.212-4)", of the clause entitled "CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS."

2. For LOT - 7, Mauritius only - Unless otherwise provided herein, in the event an order or portion of an order is cancelled prior to the required minimum order lead time of 10 days (specified in the Attachment 2 schedule for Mauritius) , the U.S. Government will not be liable for any charges. For any order, or portion of an order, not cancelled prior to the required minimum order lead time of 10 days (specified in the Attachment 2 schedule for Mauritius) , the Ordering activity shall be responsible for any termination costs in accordance with paragraph (h) entitled "Terminal for the Government's Convenience" of the clause entitled "Contract Terms and Conditions – Commercial Items". Any disagreements shall be subject to the Disputes clause of the contract.

3. In rare cases, when ordering items requires long lead times, the Government may apply the Termination for the Government's Convenience clause as referenced above even though an order was cancelled prior to 48 hours before a required delivery.

4. In every case, the HS Contractor is responsible for taking all necessary steps to mitigate the U.S. Government's damages or termination costs. As part of its mitigation, the Government reasonably expects that the HS Contractor shall consider these cancellation rights as it enters into agreements with its subcontractors and suppliers.

Note: Although a supply or service may be described as part of the line item descriptions, the only items that are being acquired under the contract are the supplies and services that are listed on the price schedules for each lot.

J. LINE ITEM DESCRIPTIONS –

LINE ITEM XX01 - FIRST DAY/SUBSEQUENT DAY HUSBANDING SERVICES (ANCHORAGE AND PIERSIDE)

1. The HSP shall provide husbanding services to ships visiting the ports in the Region covered by this contract. Line Item XX01 requires that the HSP perform all services and provide all supplies necessary to fully comply with the tasks and responsibilities described at paragraphs A-H above unless a task or responsibility is specifically included in a separately-priced Line Item below. The HSP's responsibilities under these Line Items start prior to the arrival of the ship and continue after the ship's departure.

2. The husbanding fee is based on the First Day and Subsequent Day(s) of the ship visit. A husbanding fee may be provided to the HSP for services rendered prior to the ship's visit, i.e. assistance to the ship's logistics response team.

3. The HSP is responsible for providing and coordinating the FP services described in paragraphs 2-6 and 8-15 of the PWS description for Line Items XX13, xx14, and xx15 as part of their Husbanding Services under Lot Line Item XX01.

LINE ITEM XX02 - TRASH REMOVAL

1. Trash removal service is the collection and disposal of refuse (i.e., trash) including liquid, semi-liquid, or solid garbage. Refuse does not include explosives and incendiary waste, or waste contaminated by medical and radiological processes.

2. The HSP shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse.

3. For ships at pier side, the HSP shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulation, or barges alongside the ship. The HSP shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.

4. For ships at anchorage, the HSP shall remove trash at the times agreed to by the HSP and Supply Officer. For trash collection at anchorage, the trash barge shall be available 24 hours a day (when not contrary to law or port regulation) with suitable self-fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

5. For trash collection by barge, the HSP shall provide trash barges/scows (with tug service if barge is not self-propelled) for ships at anchorage. The barges shall be completely empty at time of arrival at the ship. In situations where an empty barge is not available, the HSP shall provide a system to measure the volume of trash deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of the trash. The HSP shall have ready access to sufficient barges and equipment to support multiple ships at anchorage simultaneously. The barge's crew shall be entirely responsible for the tending of lines and for barge's security. The movement of trash from the ship to the barge shall be performed with care by the ship's sailors.

6. In instances of bad weather or emergency where the ship must depart on short notice, the HSP shall remove barges within four hours of being directed to do so by the ship. Should a vessel with a trash barge alongside

experience an emergency where the ship must depart, the SUPPO will advise the HSP at least four (4) hours in advance for the barge pick-up.

7. The HSP shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The HSP is also responsible to follow any environmental regulations required by each country. The HSP is required to keep all disposal certificates and shall make them available to the Contracting Officer upon request.

8. Refuse containers, when used and when emptied, shall be returned to their original position with the lids (if any) replaced thereon.

9. The HSP shall be paid based on the ACTUAL CUBIC METERS of trash removed.

10. Where trash is required to be segregated, the Ordering Activity shall be required to segregate the material at the time of disposal. The HSP shall be responsible for providing separate containers for each vessel, clearly marked with the required categories and for informing the Ordering Activity, upon arrival, that segregation is required. If the Ordering Activity does not segregate trash as required, the HSP shall inform the Ordering Activity and Logistic Support Representative (LSR) prior to departure and bill for the cost of trash segregation within 48 hours after the vessel's departure.

LINE ITEM XX03 – FLEET LANDING

1. When ordered by the ship, the HSP shall furnish services/supplies for the fleet landing area. The following is a list of the basic supplies and services that a ship may need.

2. FLEET LANDING. HSP shall provide the sub-line items specified in this Line Item and shall provide a unit price for each sub-line item. The unit price shall be per day for each item. Mobilization/demobilization charges shall be included in sub-line item price. Fleet Landing services include the following:

    a. PORTABLE TOILET UNIT SERVICES. The unit price shall be for a single commode and one (1) urinal. The daily rate shall include pumping and cleaning as many times as necessary to ensure clean, sanitary condition and providing all chemicals, cleaning products and toilet paper. The HSP shall check toilet facilities at least every six (6) hours to ensure cleanliness.

    b. PORTABLE ELECTRIC GENERATORS. The HSP shall provide a portable, gasoline powered, electric generator capable of supplying power to portable lighting and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). Generator shall be at least 5KW with circuit breaker protector. Daily rate includes fuel, oil, and necessary consumables to operate the generator, transportation, set-up, dismantling and labor.

    c. Chairs (each per day)

    d. Long tables - approximately 2 meters in length (each per day)

LINE ITEM XX04 – BROW SERVICES

1. BROWS

    a. Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The HSP shall provide the brows

specified in the schedule as ordered by the ship. A range of brow sizes is provided in each of the sub lot line items of lot line item XX04. All brows provided by port authorities, host nation, or US Government shall be billed at cost as port tariff items. Mobilization, demobilization, setup and placement shall be included in the proposed unit price of all XX04 sub lot line items.

b. Due to the height difference between the submarine deck and pier, the HSP provided submarine brow must afford personnel a smooth and safe transit when entering or exiting the submarine deck. The submarine brow must be capable of supporting shore power cables without damaging the cable.

2. MOBILE CRANE SERVICES

a. The HSP shall provide mobile crane services (shore crane) with operator(s). The HSP shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HSP shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each mobile crane ordered.

b. Crane services under this Line Item are for land cranes only.

3. FORKLIFT SERVICES

a. The HSP shall provide forklift services with operator(s). The HSP shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. Upon the Supply Officer's request, the HSP shall provide information concerning forklift/lifting capacity. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HSP shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered.

LINE ITEM XX05– SHIP MOVEMENT SERVICES (PILOTS, TUGS, LINEHANDLERS)

1. The HSP shall arrange pilots, tugs, and line handlers as ordered. The HSP shall coordinate with port authorities, as necessary, to ensure that the services are available at the times requested. It should be noted that the port authority or other authorized sources provide these services, and are, therefore, to be priced in accordance with current tariff rates.

2. The HSP shall provide tugs to bring ships to and from berthing locations. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

LINE ITEM XX06 - WATER FERRY/TAXI SERVICES

1. The HSP shall provide water taxis to transfer ship personnel to and from the ship and the fleet. At the commencement of service, the HSP is required to advise the ship of scheduled breaks and any changes to the taxi service schedule. The HSP shall provide water taxi service when the vessel is expected to be at anchorage for twenty-four (24) hours or more. Water taxi service shall be always available, with the exception of inclement weather, during the two (2) one-hour meal breaks and during refueling.

2. Taxi water service shall include a minimum of two (2) qualified operators (a driver and one other operator), any other helpers or crew members required by local authorities, all insurance, fuel, holiday surcharges, overtime, and other operating expenses. Operator qualifications are set forth in paragraph (14) below.

3. Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the ship. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection. The HSP shall be entitled to a six (6) hour minimum rental fee in cases where actual usage is less than six hours per day.

4. If the HSP cannot provide the size of water taxi ordered, the HSP shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event the ship will be charged for the size of the water taxi ordered. For example, if one (1) 250-pax water taxi is ordered and is not available, then two (2) 125-pax water taxis shall be provided for the rate of one (1) 250-pax water taxi, if acceptable to the Ordering Officer.

5. The HSP shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the port or the country in which the port is located. Apart from compliance with local laws and regulations, the HSP shall meet all additional requirements as set forth throughout the PWS. Water taxi shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, and fitted for service required. Further, water taxi shall be in a clean condition when presented for service and shall be free of debris.

6. Each water taxi shall be equipped with at least one clean and serviceable life jacket for each passenger and crewmember, and all jackets shall be stowed in a readily accessible place.

7. Except as otherwise specified herein, the service shall include all equipment needed to transport personnel between the vessel anchored in the outer harbor, or in the inner harbor, fleet landing, or any designated pier or berth within the port. If it becomes necessary to change the landing point of the water taxi (pier or berth) within the port, the HSP shall dock at the new landing point. In the event this occurs, it will be considered to be a “Change” to the contract.

8. All water taxis used by the HSP shall provide overhead covering.

9. Before the commencement of any services under this contract, the HSP shall make the water taxi available to the Ordering Vessel’s Commanding Officer or designated representative for inspection.

10. The following information shall be conspicuously posted in each water taxi shall be in English and the language of the country in which the port is located:

    a. Current operator’s/captain’s license.
    b. Passenger/weight capacity limits notice.
    c. Location of life jackets and other life saving equipment.
    d. Location of all exits indicated in large letters.
    e. Emergency procedures.

11. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

12. The consumption of alcoholic beverages shall not be permitted aboard the water taxi.

13. Operator Qualifications: All personnel or employees of the HSP operating water taxis, shall have all certification required and issued by the law of the country in which the port is located for the operation of

the type, class, or size of water taxi being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the water taxis are to be operated to ensure the water taxis are operated in a safe and seaworthy manner. At least one operator on each boat must speak English.

14. Security: During the term of this contract, the ship(s) to be serviced will provide adequate and sufficient security personnel for maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the ship's Commanding Officer or designated representative. When such naval personnel are embarked in a HSP-operated water taxi, he will be responsible for the good order and discipline of naval personnel.

15. In the event of a water taxi breakdown, immediately prior to, or during a trip, the HSP shall immediately provide a replacement water taxi that complies in all respects with this contract, at no additional cost to the U.S. Government. If a water taxi is not operable when required under this contract, the HSP shall immediately provide at no additional expense to the U.S. Government, a replacement water taxi which complies in all respects with this contract.

16. Any personal articles or items found on the water taxi after completion of each trip shall be turned over to the ship's Security Officer or his direct representative.

17. To verify a claim by the HSP for any damage or destruction caused by the U.S. Government, it shall be the responsibility of the HSP to ensure that the water taxi is jointly inspected before and after each trip by the HSP and an authorized representative of the U.S. Government.

18. When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

19. Inspection and acceptance criteria for water taxi services. The Commanding Officer or his designated representative of the ARMY/USS/USNS/USCG ship shall inspect and accept all liberty boats/water taxis prior to transporting any personnel. Each order for liberty boat/water taxi services is made on the basis that the request is to be considered a final order/obligation of the US Government only after each water taxi has been inspected and accepted by the ship's representative. The ship's Commanding Officer is solely responsible for the safety of his crew and the subsequent acceptance of liberty boat/water taxi services. The following features or components may be inspected prior to acceptance. The following items must be functional and in safe operating condition:

    a. HULL
        i. Watertight integrity of weather decks, bulkheads, watertight closures and interior hull structure.
        ii. Superstructure (including masts and stacks).
        iii. Railings, bulwarks and their attachment to hull, especially guardrails and lifelines.
        iv. Provisions for drainage of seawater from exposed decks.

    b. MACHINERY
        i. Main propulsion and auxiliary machinery essential to operation of craft.
        ii. Sea and bulkhead closure valves.
        iii. Bilge suction strainers and dewatering systems bilge pumps to be tested by operation.
        iv. Bilges free of flammable liquids.

c. ELECTRICAL
   i. Cables.
   ii. Navigation, deck and emergency lighting.
   iii. Rotating electrical machinery, e.g., generators and motors.
   iv. Storage batteries.

d. LIFESAVING EQUIPMENT
   i. Life preservers sufficient number for maximum capacity of craft, accessible and in satisfactory condition.
   ii. Life raft(s) and hydrostatic release (where applicable) sufficient for maximum capacity.
   iii. First aid kits, life rings and distress lights.
   iv. Distress signaling devices.

e. FIRE FIGHTING EQUIPMENT
   i. Fire pump passes fire pump pressure test.
   ii. Portable fire extinguishers (eg. CO2 cylinders)

f. STEERING APPARATUS

g. MISC SYSTEMS AND EQUIPMENT
   i. Harbor charts.
   ii. Ground tackle and mooring lines.
   iii. Whistle/fog horn, bell.
   iv. Compass.
   v. Radar.
   vi. 2 way radio capable of bridge to bridge communications.
   vii. Current licenses.

20. The HSP shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for U.S. Government review and inspection.

LINE ITEM XX07 – GENERAL CHARTER & HIRE ITEMS

1. YOKOHAMA OR COMPARABLE TYPE FENDERS

   a. The HSP shall furnish Yokohama or comparable type fenders for all classes of ships in accordance with the Schedule of Supplies and Services. Fenders provided shall be appropriate and safe for the class of ship and pier configuration. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee PER Yokohama or comparable type fender. All costs associated with installation, and removal of one fender, as well as round trip costs associated with transport of the fender from another port or storage location, if required, are to be included in the proposed line item price.

   b. Rental is on a daily (24-hour) basis, per fender. The HSP shall be responsible for securing the fenders to the pier.

   c. The HSP shall provide fenders with a minimum of two (2) mooring lines.

2. CAMELS, BREASTING, AND FENDERING BARGES

a. The camels shall be flat surface platforms to be placed alongside the pier and sufficiently capable of breasting the ship away from the pier or from other ships.

b. The HSP shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3. LANDING BARGES

a. The landing barges shall be flat surface barges for positioning at the stern or side of the vessel to serve as a loading/unloading platform for water taxi personnel or cargo; they shall not interfere with the operations of the ships' elevators or other equipment. Although landing barges are primarily used for class IV and V vessels, they may be ordered for use with any class vessel.
b. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

4. OILY WASTE REMOVAL (TRUCK AND BARGE)

a. Oily Waste is defined as any liquid petroleum product mixed with wastewater and/or oil in any amounts, which, if discharged overboard, would cause or show sheen on the water. The HSP shall dispose of any combination of oily waste and grey water as oily waste.

b. Oily Waste is measured by Cubic Meter (1CM = 264.2 Gallons). The HSP shall submit, as an attachment to the invoices for disposal services, a document verifying the quantity collected and the name of the disposal plant where the oily waste have been or will be disposed.

c. The HSP shall comply with the environmental requirements of each country where oily waste is disposed and shall be liable for any costs incurred as a result of the HSP's failure to comply with such requirements. The HSP shall keep all disposal certificates and shall make them available to the Contracting Officer upon request. If the ship concurs with the volume, the ship will pay for the entire amount.

d. Oily Waste Removal involves the collection of Oil and Aggregate Water generated by the ships. The requiring vessel will pump this waste into HSP-provided tanks or barges. The HSP shall provide all equipment and facilities required to remove oily waste, including hoses and connections compatible with the ship being serviced. The HSP shall provide hoses of sufficient length from equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

e. In all cases when a ship orders oily waste disposal services, the HSP shall invoice and will be paid the for a minimum daily quantity of 60 CM for providing the disposal services, even if the oily waste quantity pumped and disposed that day is less than the 60 CM minimum quantity.

f. In the event the HSP subcontracts oily waste disposal, the HSP shall be liable for any costs incurred as a result of the disposal operator's failure to comply with local requirements.

g. The HSP shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed. The Government reserves the right to independently verify the volume of discharge using certified flow measuring devices. The Government reserves the right to request a written statement from the HSP describing the method of measurement used to determine the amount of Oily Waste removed from the vessel.

h. When removal is done via barge, the HSP shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. The HSP shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements.

5. INTERPRETER SERVICES

a. The HSP shall provide interpreter services when ordered. The interpreter shall be fluent in both spoken and written local language and English.

6. PRATIQUE

a. The HSP shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

7. STEVEDORE SERVICES

a. The HSP shall provide stevedores for general labor. Billing shall be at the hourly rate for worker.

8. PORT DUES

a. In some countries, the port authority or concessionaire charges port dues to the visiting ship. The port dues may be based on the length or based on the gross tonnage of the ship. Only 'FINAL' invoices will be accepted for payment.

LINE ITEM XX08 - COLLECTION, HOLDING, AND TRANSFER (CHT)

1. The HSP is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships throughout the area covered by this contract. The HSP shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The HSP shall be responsible for the supervision of the collection, transportation and disposal services to avoid any overflow of waste on the barge and at the pier. Services shall commence upon ship's arrival whether, at anchor or pierside. The HSP shall pre-position CHT barges, when necessary, in accordance with force protection or other requirements.

2. The HSP shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3. The HSP shall remove sewage from the ship in HSP-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

4. The HSP shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT. The Government reserves the right to use its own metering device to verify measurement of sewage discharge.

5. The HSP shall provide CHT hoses of sufficient length from HSP equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6. The HSP shall properly dispose of all sewage whether by pier-side or at anchorage.

7. The CHT service shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the HSP shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT.

8. The HSP shall submit, as an attachment to the invoices, a document (certified by the ship's personnel) that indicates the quantity collected and the name of the disposal plant where the CHT will be disposed. The Government reserves the right to independently verify the actual volume of CHT discharged using a certified flow measuring device provided by the HSP. The Government reserves the right to request a written statement from the HSP describing the method of measurement used to determine the amount of Oily Waste removed from the vessel.

9. The HSP shall follow any environmental regulations required by each country. If the ship concurs with the volume, the ship will pay for the entire amount.

10. The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the HSP's report in writing. The HSP is also responsible to keep all disposal certificates and shall make them available to Contracting Officer upon request.

11. When CHT removal is via barge, The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

In all cases when a ship orders CHT disposal services, the HSP shall invoice and will be paid the for a minimum daily quantity of CHT for providing the disposal services, even if the CHT quantity pumped and disposed that day is less than the 60 CM minimum quantity.

LINE ITEM XX09 - FRESH POTABLE WATER

1. Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

   a. Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See below:

1. Contaminant levels for inorganic chemicals (effective 1 January 1993)

CONTAMINANT	*MCLG (mg/L)* [1]	*MCL (mg/L)*	*AL (mg/L* [2]*)*

CONTAMINANT	*MCLG (mg/L)* [1]	*MCL (mg/L)*	*AL (mg/L* [2]*)*
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0		.015 [4]
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
TOTAL NITRATE AND NITRITE (AS N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE :	4	4	

(1). Maximum contaminant level goal (MCLG). The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are nonenforceable health goals.

(2) Action level (AL). Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90th percentile" level is greater than 0.015 mg/L).

2. Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
BENZENE	0	0.005

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
CARBON TETRACHLORIDE	0	0.005
1,2 - DICHLOROETHANE	0	0.005
1,1 - DICHLOROETHYLENE	0.007	0.007
PARA - DICHLOROBENZENE	0.075	0.075
1,1,1 - TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.6
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 - DICHLOROPROPANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES (TOTAL)	10	10

3. Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) effective 01 January 1993))

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3- CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S (AS DECACHLORBIPHENYL)	0	0.0005
ALDICARB	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10[(1)]

[(1)]. The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

4. Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites that are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Reference (d) contains sampling requirements for the Navy public water system.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Autoanalysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the multiple-Tube Fermentation (MTF) Technique, and the membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use is included in reference (1).

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, except where the State waives this requirement on a case-by-case basis.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the State may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before, unless the MCL has been violated and the system has notified the State (in which case the State may reduce or eliminate the requirement to take the remaining samples).

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms. Or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements that apply when a sample is fecal coliform-positive.

5. Turbidity The MCL for turbidity applies to both community water systems and noncommunity water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at State option).

b. Five turbidity units (maximum) average for 2 consecutive days.

c. These requirements apply to filtered systems until 29 JUNE 1993. The requirements apply to unfiltered systems that the State has determined, in writing, must install filtration until 29 June 1993 or until filtration is installed whichever is later. After the above dates, consult the latest edition of 40 CFR 141.

6. The MCL for Radiological Contaminants are:

Gross alpha particle activity including radium 226 but excluding
radon and uranium . . . . . .15 pCi/L
Combined radium-226 and radium 228 . . .. .5 pCi/L
Tritium . . . . .20,000 pCi/L
Strontium-90. . . . . 8 pCi/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

7. Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

b. Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

a. These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at these websites: http://www.epa.gov/OGWDW and http://www.tdh.state.tx.us/bfds. The HSP shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

b. The HSP shall provide for the delivery of fresh potable water to the ships as ordered. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, CERTIFIED METERING DEVICES.

c. Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraphs (2)(a) and (2)(b) above. If the water source does not meet the requirements of potable water, the HSP shall be required to provide water from an alternate approved source at no increase in the contract price.

d. Potable water pierside shall be delivered by pipeline if available. If a vessel is at anchorage SUBLINE ITEM XX09AC applies.

2. The HSP shall be paid based on the ACTUAL METRIC TONS of potable water received on the ship. The Government reserves the right to require a written statement from the HSP describing the method of measurement used to determine the amount of potable water provided to the vessel.

LINE ITEM XX10 – SHIP UTILITY SERVICES

1. SHORE STEAM

   a. The HSP shall provide shore steam to the ship. This sub lot line item is performance-based. Shore steam provided to the ship may be provided by any means (boiler or generator) so long as the pressure of steam delivered to the vessel is approximately 100 PSI (standard commercial pressure) and of acceptable quality for the vessel. Pricing for provision of shore steam shall be on a TBD basis and should include the boiler or generator, fuel for the generator, mobilization/demobilization, hoses, and adapters appropriate to the vessel type, and water (where required) for the generator or boiler. This item shall be billed on a daily basis.

2. OIL BOOMS

   a. The HSP shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom. Billing for LINE ITEM XX10AA & XX10AB shall be per meter. For example, a 300-meter oil boom would be billed at 300 meters per day.

   b. Oil Booms are intended to act as a precautionary measure in case of inadvertent leakage from equipment otherwise in sound operating equipment. Oil booms are also intended to mitigate the environmental damages that may otherwise result from inadvertent leakage. The HSP shall notify the Ordering Activity, upon receipt of a LOGREQ request, if deployment of an oil boom at the proposed mooring location is contrary to host nation or port authority regulation so that the order for the oil boom service can be cancelled. Cleanup and disposal of oil is a port authority function. If the HSP incurs charges for these services, they shall be billed as port tariff items on a reimbursable basis.

3. SHORE POWER (INCLUDES CABLES, CONNECTION, FUEL, AND OPERATORS) 450-480V, 60 HZ

   a. The HSP shall provide shore power to the ship using a port-provided, permanent connection system or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels. The HSP shall provide all cables and make all power connections between the generator and ship. The availability of shore power shall be in accordance with the schedule established by the ship.

   b. Sub Lot Line Items XX10AC through XX10AG are to be used only if/when shore power provided by port authorities is, for any reason, not available or inadequate.

LINE ITEM XX11 – LAND TRANSPORTATION (PERSONNEL) SERVICES (BUS SERVICE AND VEHICLE RENTAL SERVICE)

1. GENERAL REQUIREMENTS :

   a. All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured. The HSP is responsible for delivering all cargo and personnel to the correct location on schedule.

   b. If a Government official is designated to drive the vehicle, he or she is required to be at least 21years and meet all requirements for driving in the host nation. The HSP is responsible for passing the information required to register with the local rental company from the Ordering Activity.

   c. The HSP shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government

shall have the right to reject the vehicle for performance of services. The HSP shall ensure that each vehicle is jointly inspected before and after a trip by the HSP and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

d. If a vehicle is not operable when required under this contract, the HSP shall provide, at no additional expense to the U.S. Government, a replacement vehicle within three (3) hours that complies in all respects with this contract.

2. BUS SERVICE

a. The HSP shall provide air-conditioned bus services on an hourly rate basis and bill under LINE ITEM XX11AA and XX11AB. The hourly rate shall include one driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any additional driver, if required, shall be priced separately. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

b. The HSP shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition when presented for service and shall be free of debris.

c. In the event of a bus breakdown, the HSP shall provide within two hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

d. Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's Ordering Officer.

e. The HSP shall be responsible for ensuring that the HSP and an authorized representative of the U.S. Government jointly inspect before and after a trip each bus. The U.S. Government will not consider any claim for damage to a bus, which has not been inspected.

3. VEHICLE RENTAL SERVICE

a. Vehicle Specifications, Maintenance, and Malfunctions

(i) The HSP shall furnish "new" air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations.

Sedans or SUVs shall have a minimum capacity of four (4) passengers and 1600cc engine.

In the event a "new" vehicle is not available in certain countries, the HSP shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. Vehicles shall be priced on a daily rate. They shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full. The prices for vehicles rented are based upon an assumption that the vehicles will be returned with an empty tank of gas. There shall be no surcharge applied to the commercial price of the fuel. Vehicles can be returned with any amount of gasoline. Ships shall not be responsible for returning the vehicle with a full tank of fuel, and the HSP shall not be obligated to credit the ship for the remaining fuel.

(ii) The HSP shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and be responsible for all emergency repairs and services.

(iii) Should any vehicle break down while in the U.S. Government's possession, the HSP shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than three (3) hours later. The replacement shall take place either at the point of breakdown or at the HSP's office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the HSP's expense. In addition, the HSP shall be liable for any U.S. Government incurred costs because of the breakdown; such as towing, repair costs, and related transportation expenses because the HSP was unreachable.

b. Substitution of Vehicles

(i) If the HSP does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the HSP shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group B car is ordered but unavailable, and if no other Group B vehicle is available, the HSP shall furnish a higher group vehicle at the price listed for the Group B vehicle originally ordered.
(ii) In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

c. General Description of Vehicle Types

(i) The vehicles shall meet the general description set out below:

Medium-size Sedan (Group "B"): 2 - 4 doors; 4 - 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Executive Sedan (Group "E"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Passenger Van (Group "M"): 9-passenger capacity; air conditioning; minimum 2000cc engine.

Cargo Van (Group "X"): 12 Cubic Meter volume capacity, air conditioning; minimum 2000cc engine.

d. Insurance and Liability.

(i) The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below.

(ii) The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

(iii) The HSP and any Subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the HSP, its subcontractors, its agents, or employees.

(iv) The HSP shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The HSP shall be liable for, and shall indemnify and

hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

(v) Paragraph (iv) shall not be construed as limiting the HSP's liability to the amounts of the required minimum insurance coverage specified therein.

e. Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. The HSP shall notify the Supply Officer of the infraction and amount cited.

f. Mileage and Deposit Charges. There are no mileage or deposit charges for the vehicles rented under this contract.

g. Time Periods of Rental. Rental time shall begin once U.S. Government employees have taken possession of the vehicle. The daily rate is defined as 24 consecutive hours. If the vehicle is rented with a driver, and if a driver is required during the entire period of rental, no individual driver shall be required to drive more than 8 hours straight. Drivers must not have been driving within the previous 8 hours.

h. Executive Sedan with Driver (Group "Y"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan. This group requires an executive sedan and shall be provided with a driver. Drivers must be familiar with local area, and must speak English. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. No individual driver shall be required to drive more than 8 hours. Drivers must not have been driving within the previous 8 hours. The HSP shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations by the provided driver. The U.S. Government will reimburse the HSP for additional costs in two cases: for highway tolls, and for the driver's overnight accommodation up to $120.00 or equivalent local currency, when required by U.S. Government business such as travel to another city, and upon presentation of an original invoice.

LINE ITEM XX12 - TELEPHONE SERVICES AND COMMUNICATIONS EQUIPMENT

1. Cellular Telephone Services (LINE ITEM XX12AC): Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under LINE ITEM XX12AC. The HSP shall have readily available a minimum of 10 cellular telephones at a given time. Each mobile phone provided shall include an operating manual/instruction with published rates for usage.

2. Landlines (LINE ITEM XX12AA): Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Installation charges shall be inclusive of all costs for installation and removal of landlines. Usage charges and port tariff fees associated with landline connections (LINE ITEM XX12AB) will be the actual charges computed in accordance with the local or national tariff.

3. The HSP shall provide pre-paid International Calling Cards for official use (LINE ITEM XX12AE).

LINE ITEM XX13, XX14, XX15 - FORCE PROTECTION BARRIERS, PERSONNEL, AND SUPPLIES

1. Only the ship's Commanding Officer, the ship's Supply Officer, or the FISC Yokosuka Contracting Officer is authorized to order Force Protection (FP) services under this contract. If any other activity or individual attempts to order FP services (e.g., NCIS, DAO, etc), the Husbanding Service (HSP) Contractor is required to immediately inform the ship and receive a proper order prior to beginning performance of these services.

2. The HSP is responsible for providing and coordinating the FP services described in paragraphs 2-6 and 8-15 as part of their Husbanding Services under Lot Line Item XX01. The HSP shall develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HSP must coordinate all aspects of FP planning and services with Port Authorities, host nation agencies, and U.S. Embassy security staff. If the host nation is supplying FP assets the HSP must verify they are available and are scheduled to show up on time.

3. The HSP will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer. The HSP shall not add any requirements without prior approval.

4. The HSP is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Yokosuka Contracting Officer. The HSP must explain what the added FP service will include and why it has been requested. The FISC Yokosuka Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HSP will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

5. FP is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, having the objective of improving security to personnel and ships while in port. FP services or supplies may be provided by the host nation at no cost or may be billed at the public tariff rate. The HSP is required to verify what services will be provided by the host nation. For the services that cannot be provided by the host nation, the HSP is required to arrange these services by obtaining them from commercial sources at the prices indicated in the pricing schedule.

6. The HSP shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HSP's written policy shall describe the required measures to protect ship schedule information.

7. The HSP shall provide as many services identified below as ordered by the ship or FISC Yokosuka Contracting Officer. These services do not include other related services not listed, but may be required and separately ordered to attain a higher level of security in a port.

8. Personnel providing force protection services must be responsive to instructions from the ship. This does not authorize force protection personnel to violate any local regulations, any Port Authority ordinances, or local decrees. The equipment and material used for the force protection services will be inspected by the ship's force to ascertain that they meet force protection requirements.

9. Access Points: The HSP shall establish a single entry and exit point to the pier area.

10. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

11. Personnel Identification: The HSP shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

12. Background Checks: The HSP shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations. The HSP shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers. The HSP shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The HSP shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing. In addition, the HSP will be required to provide vetting services for third party contractors such as DLA-Engery contractors.

13. Access Lists: The HSP shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

14. Inspections: The HSP shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

15. Stand-Off Distances:

    a. Objects: To the maximum extent practicable the HSP shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

    b. Unloading Zones: To the maximum extent practicable the HSP shall establish unloading zones at least 400 feet (125 meters) away from the ship.

    c. Warning Signs: The HSP shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

        i. Sign Specifications:
            1. Language: Must be in the local language(s) as well as English.
            2. Wording: Must state "Restricted Area, Do Not Enter"
            3. Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
            4. Color: Yellow or white with black lettering
            5. Visibility: Must be highly visible from a distance of 400 feet (125 meters)
            6. Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

16. The unit price for force protection services shall include all costs associated with providing transportation, mobilization/installation and demobilization/de-installation, or arranging the requested services below unless the transportation, mobilization/installation and demobilization/de-installation is identified as a separate Lot Line item number. The HSP's invoice shall set forth the unit of issue identified for each service, total quantity ordered for each service, unit price, and the total price.

17. The force protection services that the ships may order if included on the contract schedules are:

(a) Jersey-type security barriers and CONEX box barriers capable of stopping a vehicle (automobile). (Price per meter per day)

(i) Concrete barriers

(ii) Water filled barriers (completely filled with water). Price must include water.

(iii) CONEX box barriers.

Mobilization, installation and demobilization will be billed under a separate contract line item number.

(b) Unarmed security guard to control vehicle and personnel access to pier. (Price per guard per hour) Must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival.

(c) Floating Line of Demarcation (LOD) at pierside, equipped with anchors and lighting (for night visibility). (Price per meter per day) The floating LOD must be anchored at least 30 meters from ship. Oil booms are acceptable. Mobilization, installation and demobilization will be billed under a separate contract line item number.

(d) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities. Continuous coverage is required for the period of performance ordered by the ship or by the Contracting Officer. (Price per patrol craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(e) Unarmed and manned motorized patrol craft, approximately 5-10 meters in length, with own radio to communicate with ship and local authorities, to escort ship from pilot pickup point to mooring location. (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(f) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities, on call (available within 15 minutes). (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(g) Tire-shredding strips, equipped with metal spikes, to be placed across the entry to pier access. (Price per one strip per day) Must be capable of disabling a vehicle, which drives over the strips in the wrong direction. Strips must be at least one meter in length.

(h) Metal pedestrian-control fences. (Price per 2x2 meters fence per day) Must be at least two (2) meters high, two (2) meters wide, and sturdy enough to withstand wind and other inclement weather.

(i) Signs in host nation language. Signs shall be at least one (1) meter long and a half (1/2) meter wide, with lettering at least 10 cm high. (Price per sign per day). Each sign is to read: "Controlled area. Unauthorized entry prohibited." Signs shall be legible, on a sturdy material that will not fade, run, or be ruined due to inclement weather (plastic material preferable). Signs shall also be written in fluorescent paint/material or be lighted, so they can be seen at night. Signs shall have some type of securing means on them, such as a hole punched in each corner, to use wire to secure sign to fence.

(j) Portable fluorescent lighting capable of illuminating 300 meters by 100-meter area. The HS Contractor shall

provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port's installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting. (Price per portable unit per day)

(k) Weather resistant guard shacks, capable of holding at least two persons. Guard shack shall be enclosed, and shall have, at a minimum, one door and one window. Please indicate guard shack measurements. (Price per unit per day).

(l) Hand held metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition (Price per unit per day)

(m) Walk-through metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(n) Trained metal detector operators. (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(o) Hand held explosives detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day).

(p) Walk-through explosive detector, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(q) Trained explosives detector operators, (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(r) X-ray baggage scanning machines, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(s) Trained X-ray baggage scanning operators (Price per hour per operator). Operators shall search host national baggage. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(t) Explosives disposal-trained diving services capable of inspecting pier before ship arrival. Must have obtained all applicable licenses and/or certifications from host nation prior to diving. (Price per hour)

(u) Battery operated bullhorns, new batteries included. (Price per unit per day)

(v) Sturdy tables with dimensions of at least two (2) meters long and one (1) meter wide, with four folding chairs. (Price per unit per day)

(w) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and open on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(x) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and closed on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(y) 800 MHz radios. Must be in excellent condition, and battery operated, with batteries included. (Price per unit per day)

Note: If the FP services required in support of the port visit are not included as pre-priced items in the contract schedules, paragraph D.5. of the PWS applies.

LINE ITEM XX16 - PORT HANDLING COSTS

1. PAINT FLOAT

a. The paint float shall be no less than 5M in length but, in all cases, large enough to provide a safe and stable working platform for the occupants. Scaffolding may be of any height less than 3.5M from the deck, so as to provide a working platform at least 4M from the waterline. The paint float shall be equipped with suitable self-fendering to prevent damage to the ship. The price of these fenders shall be included in the quoted price of the paint float. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. Rails shall be no less than 1M from the working platform. The working platform shall be equipped with anchor points for harnessing. The Ordering Activity shall be responsible for providing safety harnesses, for obtaining permission from local authorities prior to all work on the paint float, and for cleanup/disposal of all hazardous material generated or released outside the paint float. The HSP shall notify the Ordering Activity of local regulatory requirements concerning paint floats, assist the Ordering Activity in submitting requests and passing required documentation to the local authority where permission is required to work on the paint float, and arrange for required cleaning of the paint float upon return. The ordering activity is responsible for securing the paint float from the time custody has been transferred to them until returned to the HSP or the ship departs, whichever is earlier.

2. MATERIAL HANDLING (UP TO 150 LBS)

a. The HSP shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

b. The HSP shall use counter-to-counter delivery and charge by each Bill of Lading. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

c. Shipping documents shall be labeled "SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HSP.

d. The HSP shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel. The HSP shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

e. The HSP shall receive the package from the ship and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

f. The HSP shall deliver the package to the ship the day of arrival in port or the following morning. The HSP shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

g. The HSP shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HSP shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

3. MANLIFT (WITHOUT OPERATOR)

a. The HSP shall provide a manlift (without operator) and a full fuel tank. The HSP shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning. The HSP shall conduct training on safety and operating procedures for ship personnel. The HSP shall maintain documentation of ship personnel acknowledgement of the training.

LINE ITEM XX17 - COST REPORTING

LINE ITEM XX17AA - LogSSR Reporting

Upon award, the HSP shall utilize the LogSSR to submit all reports and documentation related to the husbanding order. LogSSR can be accessed through the NAVSUP One Supply website at https://www.navsup.navy.mil/onesupply, redirected through www.navsup.navy.mil/logssr or directly at the official website of https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(1) LogSSR access and input.

(a) At the start of the contract period of performance, the HSP shall begin to enter the final itemized port cost information for every order under this contract directly into the LogSSR database (Actual Cost Report) and email all corresponding documentation (LOGREQ, Initial Cost Estimate Report, validation of submission of cost estimate, final invoices, and supporting documentation required by the contract). External Certification Authority Public Key Infrastructure (ECA PKI) is not required for entry, but no access to the HSP's information is accessible unless obtaining an ECA PKI.

(2) LogSSR functionality.

(a) This system is designed to gather all reports and documentation related to ALL ordering activity e.g. a ship's visit, beginning with the Initial Cost Estimate (referred to in this solicitation as the 'pre-arrival cost estimate') to the Actual Cost Report. All supporting documentation will be submitted by email to navsup_hq_logssr@navy.mil in PDF format (Adobe Acrobat) when the port visit information is entered into LogSSR. Although the pre-arrival cost estimate is a separate reporting requirement, a copy of this report shall also be submitted as part of the Actual Cost Report documentation described in paragraph (b) below. The Documentation is discussed below:

(b) Actual Cost Report:

(1) The HSP shall create the Actual Cost Report in the LogSSR website directly, **within seven (7) calendar days from completion of the ship's visit**. The HSP shall also send a copy of the order (i.e. SF 1155 or 1449), a copy of any Initial Cost Estimates, a copy of the LOGREQ, and all HSP and any sub-contractor invoices and supporting documentation required by the contract as PDF files to the LogSSR email address of **navsup_hq_logssr@navy.mil** and to the email address specified at the time of contract award for each region concurrent with the creation of the Actual Cost Report in LogSSR. The HSP shall identify the line items as actual or estimated. This option is for those line items where the HSP has not received the actual invoice before the ship leaves port, i.e. telephone bills. The HSP shall include ALL port costs paid by each ship for which the HSP provides husbanding services. Email submissions should be limited to no more than 10 MB per email (multiple emails authorized if needed) and reference the port visit identification number in the subject line (received when a port visit is submitted).

(2) For ships or ordering activities that do not have disbursement capabilities, the HSP shall send the signed DD Form 1155, invoices and the additional documents required clearly indicating that a

payment is pending to email address husbanding@fe.navy.mil and to the LogSSR email address of **navsup_hq_logssr@navy.mil.**

(3) Any changes to an Actual Cost Report (i.e. finalize the charges made on an estimated amount) shall be forwarded by e-mail to and to the email address husbanding@fe.navy.mil and to **navsup_hq_logssr@navy.mil** email account as PDF file within seven (7) calendar days of the change. The email must contain a summary of the changes. The FISC contracting office will update changes to the LogSSR.

(4) The Actual Cost Report and supporting documentation will be visible in the LogSSR website by the government personnel with validation authority. Final reports of an HSP representative can be accessed through the website only by obtaining an ECA PKI that will provide access only to the HSP's submitted information.

NOTE: Before submission of reports or any other data to the FISC Contracting Office via electronic transmission or any other data media, the HSP shall scan all documents with current anti-virus software to ensure computer virus free transmission. The LogSSR server scans all reports for computer viruses before inclusion in the databases. Any reports received containing computer viruses will be immediately deleted and not necessarily returned to the HSP.

NOTES:

1. "All data obtained by the Government through the use of LOGSRR during the course of the contract is for the Government's use and shall be treated as 'limited rights' as described in DFAR 252.227-7013(13) after the contract expires".

2. Failure to provide required reports in a timely manner as outlined in the PWS will result in penalties as outlined in the Quality Assurance Surveillance Plan (QASP).

Line Item XX18 - PORT TARIFFS NOT OTHERWISE SPECIFIED

Line item XX18AE – Port Tariff Items

1. Port tariffs (PT) billable under XX18 include all PT items for which a specific sub-line item is not specified in the Exhibit A.

2. The HS Contractor shall also provide all original documents with any invoices for port tariff items which have been provided to the ship for certification by the ship's Supply Officer prior to departure. Invoices for port tariff items not available prior to the ship's departure shall be presented for payment in accordance with OC-1.

CONTRACT ADMINISTRATION PLAN

PROGRAM TITLE: South Asia and Islands in the Indian Ocean Husbanding Logistics Services for U.S. Naval Forces

DESCRIPTION OF PROGRAM: This requirement is for husbanding logistics services to support U.S. Naval forces and other U.S. Government agencies in South Asia and Islands in the Indian Ocean. This is an indefinite-delivery indefinite-quantity (IDIQ) contract and task orders will be issued by authorized ordering officers or FISC contracting officers.

PROCURING CONTRACT OFFICE: U.S. Fleet & Industrial Supply Center, Detachment Singapore

CONTRACT ADMINISTRATION OFFICE: U.S. Fleet & Industrial Supply Center, Detachment Singapore

Note: Prior to award of regional contracts, Contracting Officer Representatives (CORs) will be assigned to specific contracts, ports, and/or countries. Additionally, 30 days after award, Administrative Contracting Officers (ACOs) will be assigned.

PAYING OFFICE: Payment will be made by government purchase card, by the ship's disbursing office, or the DFAS Yokota Paying Office. Individual task orders will identify the office making payment.

1. PURPOSE: The purpose of this Contract Administration Plan (CAP) is to:

- Identify key contract administration milestones
- Provide a consistent and uniform approach through the region for monitoring performance requirements
- Identify key roles and responsibilities
- Outline the ordering and invoice processes
- Outline the cost reporting process
- Outline the past performance documentation process

2. CONTRACT ADMINISTRATION MILESTONES:

Event	Milestone Date	Government Person Responsible
1. Provide minimum IDIQ funds for award	90 days before award	Fleet
2. Write COR's designation letter	Prior to Award	Contracting Officer
3. Award contracts	Award date	Contracting Officer
4. Write ACO's designation letter	30 days after award	Contracting Officer
5. Prepare funded delivery orders	When service required	Authorized Ordering Officer or Contracting Officer
6. Establish schedule with HSP of actions and Deliverables	30 days after award	COR or Contracting Officer
7. Hold post-award orientation meeting	30 days after award	Contracting Officer and COR
8. Obtain HSP's schedule of any actions during phase-in	45 days after award	Contracting Officer and COR
9. Schedule quarterly performance meetings & notify participants	45 days after award	Contracting officer and COR
10. Provide quarterly and semi-annual input for performance assessments (i.e., QASP/CPARS)	45 days after award	Fleet, COR, HSP, Contracting Officer
11. Document HSP performance for past performance purposes (i.e., CPARS)	Semi-annually after contract award	COR, Contracting Officer
12. Close-out contract file	180 days after contract complete	Contracting Officer

3. MONITORING CONTRACTOR PERFORMANCE: Contract performance will be monitored and feedback provided in accordance with the Quality Assurance Surveillance Plan (QASP) and Contractor Performance Assessment Reporting System (CPARS). The contract contains negative incentives if metric goals, as identified in the QASP, are not achieved. Documentation of performance through the QASP will be performed on a quarterly basis and the CPARS will be performed on a semi-annual basis.

The QASP will monitor the following areas:

- Adherence to Port Visit Cost Reporting
    - Timeliness of cost estimates received

- Timeliness of final cost estimates
- Cost reporting submittal accuracy and completeness

- Fair and Reasonable Pricing for Non-Contract Items
  - Competition promoted to the maximum extent
  - Documentation of reasonableness

- Customer Satisfaction
  - Ship's satisfaction with HSP services
- Cost Savings

CPARS will monitor performance in the following areas:

- Quality of Product or Service
  - Are reports/data accurate?
  - Does the product or service provided meet the specifications of the contract?
  - Does the HSP's work measure up to commonly accepted technical or professional standards?
  - What degree of Government technical direction was required to solve problems that arise during performance?

- Schedule
  - Assess the timeliness of the HSP against the completion of the task orders, milestones, delivery schedules, and administrative requirements
  - This assessment of the HSP's adherence to the required delivery schedule should include the HSP's efforts during the assessment period that contributes to or affect the schedule variance.

- Cost Control
  - Does the HSP keep within the estimated costs?
  - Did the HSP do anything innovative that resulted in cost savings?
  - Were invoices accurate, complete and timely?

- Business Relations
  - Is the HSP oriented toward the customer?
  - Is interaction between the HSP and the government satisfactory or does it need improvement?
  - Address the timeliness of awards to subcontractors and management of subcontractors, including subcontract costs. Consider efforts taken to ensure early identification of subcontract problems and the timely application of corporate resources to preclude subcontract problems from impacting overall prime contractor performance.
  - Assess the prime contractor's effort devoted to managing subcontracts and whether subcontractors were an integral part of the contractor's team.

- Management of Key Personnel
  - How well did the HSP match the qualifications of the key position, as described in the contract, with the person who filled the key position?
  - Did the HSP support key personnel so they were able to work effectively?
  - If a key person did not perform well, what action was taken by the HSP to correct this?
  - If a replacement of a key person was necessary, did the replacement meet or exceed the qualifications of the position as described in the contract schedule?

4. ROLES AND RESPONSIBILITIES: The following outlines the major roles and responsibilities for contract administration purposes.

Contracting Officer: Contracting officers assigned to this contract are responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, safeguarding the interests of the United States in its contractual relationships.

In order to perform these responsibilities, contracting officers assigned to this contract are allowed wide latitude to exercise business judgment. Contracting officers must:

Ensure that the requirements of the pertinent laws, regulations, etc., have been met;

Ensure that sufficient funds are available for obligation;

Ensure that HSPs receive impartial, fair, and equitable treatment; and

Request and consider advice of specialists in audit, law, logistics, transportation, and other fields, as appropriate.

Make fair and reasonable determinations for all non-priced line items with an extended value greater than $3,000.00.

Notify the Ordering Activity when quoted prices cannot be determined fair and reasonable.

Contracting officers must also perform the actions required for the business relationship:

Interpreting and implementing diverse contract terms and conditions;

Analyzing costs;

Issuing changes and negotiating modifications to the contract; and

Organizing and coordinating efforts of all the functional specialists who comprise the contract administration team.

Monitor timeliness of required reports from the HSP (e.g. pre-arrival cost estimates);

Determine whether there is sufficient rationale to add previously ordered, non-priced items to the contract as fixed prices;

Monitor contract performance data and track performance metrics as required by the QASP;

Annually assess the HSP's performance in the Contractor Performance Assessment Reporting System (CPARS).

Contracting Officer Representatives (CORs): Various CORs may be assigned to this contract. The responsibilities of the CORs are:

Monitoring contract performance on behalf of the contracting officer;

Monitor compliance with the terms and conditions of the contract;

Providing technical advice/recommendations/clarifications of requirements to the ship;

Coordinating LOGREQ information;

Working with database information;

Liaison between the ships and HSP;

Informing the contracting officer of performance problems;

Furnishing the contracting officer of conference report;

Coordinating with the contracting officer corrective actions, when necessary;

Coordinating with the contracting officer on the content of any contractually significant correspondence addressed to the HSP;

Monitoring financial management controls;

Reviewing HSP invoices, when requested;

Assembling the documentation for quarterly QASP reviews and semi-annual CPARS; and

Maintaining a file system.

Review LOGREQs and provide feedback to the Ordering Officer;

When requested, assist the Ordering Officer with invoice reconciliation;

Submit a quarterly report to the Contracting Officer which addresses HSP performance concerns.

NOTE: The COR is not an administrative contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the performance work statement (PWS) in the contract. When in the opinion of the HSP, the COR requests effort outside the existing scope of the contract, the HSP shall promptly notify the contracting officer in writing. No action shall be taken by the HSP under such direction, until the contracting officer has issued a modification to the contract, or until the issue is resolved.

Ordering Officers: The contract allows U.S. Navy Supply Officers assigned to a ship or and other designated personnel authorized in the contract to place task orders off the contract as ordering officers. The responsibilities of the ordering officers are as follows:

Issuance of delivery/task orders;

Obligating funds when issuing task orders;

Authorize performance;

Complying with ordering procedures;

Bring to the attention of the contracting officer or COR any significant deficiencies with respect to HSP performance, deliveries, or actions which might jeopardize contract performance;

Notify the contracting officer or COR if the HSP is of the opinion the task order is deficient or beyond the scope of the basic contract;

Monitoring services of the HSP;

Providing feedback on HSP performance;

Notifying the contracting officer when cost estimates are not provided in a timely manner;

Notifying the contracting officer of invoice discrepancies or overcharges; and

Maintaining contractual records of task orders.

Make fair and reasonable determinations for all non-priced items with an extended cost of less than $25,000;

Review HSP invoices prior to payment;

Arrange for payment of finalized invoices prior to departure.

Prohibitions: The COR and ordering officers are prohibited from:

Modifying any of the stated terms of the contract;

Taking any action, either directly or indirectly, that could result in change in pricing, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the basic contract;

Direct the accomplishment of effort which would exceed the scope of the basic contract and delivery/task order;

Taking action with respect to termination, except to notify the contracting officer that the action is desired;

Giving guidance to the HSP, either orally or in writing, that might be interpreted as a change to the scope of the terms of the contract; and

Directing the HSP to begin work prior to the order date.

5. ORDERING AND INVOICE PROCESS: Task orders for husbanding services are normally provided by the ship's Supply Officer with contracting authority delegated through the Type Commanders (TYCOMs). In unique instances, the Contracting Officer may issue task orders on behalf of the ships for husbanding services.

For husbanding services, the ship provides a Logistics Requisition (LOGREQ) through as a Naval Message to the organizations responsible for coordinating the order (e.g., FISC's Logistics Support Center (LSC) and Defense Attaché Office (DAO)) with the HSP. The COR (within the LSC) will pass the LOGREQ to the Contracting Officer for review and feedback on possible contractual issues/concerns. The COR will review the LOGREQ for quality and cost saving recommendation purposes and provide information back to the ship. The COR will also pass the LOGREQ on to the HSP on behalf of the ship. Once the HSP receives the LOGREQ, the HSP will provide a cost estimate to the Contracting Officer, and ship. The COR and contracting officer will review the cost estimate to ensure items are priced in accordance with the contract. In cases where a ship is ordering non-priced items, the Contracting Officer will be responsible for negotiating these items when it is outside the contracting authority of the Ship's Supply Officer. The COR will notify the ship of the results of the negotiated prices. The goal is the timely resolution of all pricing issues prior to the port visit. If prices are not negotiated prior to the visit, prices must be negotiated before the the non-priced services are provided. If there are any disputes regarding the prices, the Contracting Officer has the responsibility to resolve the issue.

For husbanding services, invoices shall be submitted to the ship's Supply Officer and payment will normally be made by the ship's disbursing office prior to the ship's departure. In instances where there is a dispute or invoices can not be paid by the ship's disbursing office, invoices will be submitted to the contracting officer and payment will be made by DFAS Yokota. For OOTW task orders, a warranted contracting officer will negotiate and issue the orders and invoices will normally be paid out of DFAS Yokota. In all cases, the HSP is responsible for reporting all expenditures under the contract through the LogSSR.

6. COST REPORTING PROCESS: The HSP is responsible for fully participating in the execution of the LogSSR. Requirements for these reports are contained in the Performance Work Statement and quality monitoring procedures are outlined in the QASP.

7. PAST PERFORMANCE DOCUMENTATION PROCESS: The COR and contracting officer will be responsible for documenting past performance through the CPARS system. There will be one final record annually, with an interim review every six months. The COR will be responsible for collecting and forwarding relevant past performance information to the contracting officer. CPARS records will be forwarded to the HSP for review and an opportunity to provide any feedback on negative performance documented in the record.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-DEC-2010 TO 30-NOV-2011	N/A	N/A FOB: Destination	
0002	POP 06-DEC-2010 TO 05-DEC-2011	N/A	N/A FOB: Destination	

ACCOUNTING AND APPROPRIATION DATA

AA: TO BE INDICATED ON INDIVIDUAL DELIVERY ORDER
AMOUNT: $0.00
CIN N4034510RCSG00200001: $0.00
CIN N4034510RCSG00200002: $0.00

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
252.233-7001	Choice of Law (Overseas)	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

_X__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

___ (6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (8) [Reserved].

___ (9)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (10)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (11) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (12)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2010) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (iv) Alternate III (JUL 2010) of 52.219-9.

___ (13) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (14) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (15)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (16) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (17) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

___ (19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

___ (20) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (21) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

___ (22) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (23) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (24) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of theVietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (25) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (26) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (28) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423) .

___ (ii) Alternate I (DEC 2007) of 52.223-16. .

___ (31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

___ (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X__ (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

_X__ (41) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

____

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1)in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) Reserved.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 6 Dec 2010through 5 Dec 2011.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The HS Contractor is not obligated to honor a series of orders within 30 days for performance at a specific port that together call for quantities that exceed those identified in the pricing schedule by more than 300 percent (300%).

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries

under this contract after 30 days following the effective period of the contract.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days before contract expires.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 18 months.
(End of clause)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: http://acquisition.gov/comp/far/
DFARS Clauses: http://www.acq.osd.mil.dpap/dars/dfars/

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2010)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

_X__ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ___252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) ____ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ____ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

(9) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11))(i) ___ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (SEP 2008)

(12) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (JUL 2009) of 252.225-7036.

(15) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) ____ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) __X__ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(22)____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(23)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(24) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all—

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting officer.

(End of clause)

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUNE 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

(End of clause)

252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless—

(1) Approved in writing by the Contracting Officer;

(2) Made in accordance with the laws and regulations of the United States of America; and

(3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract of any plans, specifications, or other similar documents relating to work under this contract, if marked “Top Secret,” “Secret,” or “Confidential” be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall—

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

(End of clause)

INDEX OF ATTACHMENTS

1. Ship Types
2. Schedule of Supplies/Services and Prices
3. Quality Assurance Surveillance Plan
4. Request for Sanitary Inspection

ATTACHMENT 1: SHIP CLASSIFICATIONS (DESCRIPTION OF SHIPS BY CLASS AND TYPE)

The following are Ship Classifications:

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	75
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360
Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854
Class IV					
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082

T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276
T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

Displacement is expressed in tons and represents fully loaded displacement.

The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

GLOSSARY OF TERMS AND ABBREVIATIONS

AGOS	RESEARCH SHIP
AGSS	RESEARCH SUBMARINE
AOE	FAST COMBAT SUPPORT SHIP
ARS	SALVAGE SHIP
AS	SUBMARINE TENDER
CG	GUIDED MISSLE CRUISER
CV	MULTIPURPOSE AIRCRAFT CARRIER (CONVENTIONALLY PROPULSION)
CVN	MULTIPURPOSE AIRCRAFT CARRIER (NUCLEAR PROPULSION)
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
FFG	GUIDED MISSLE FRIGATE
HSV	HIGH SPEED VESSEL
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCS	LITTORAL COMBAT SHIP
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LHD	AMPHIBIOUS ASSAULT SHIP (MULTI- PURPOSE)
LPD	AMPHIBIOUS TRANSPORT DOCK
LSD	AMPHIBIOUS CARGO SHIP
LSV	LOGISTIC SUPPORT VESSEL (ARMY)
HSIC	MARK V SPECIAL OPERATIONS CRAFT (1 PAIR)
MCM	MINE COUNTERMEASURE SHIP
MCS	MINE COUNTERMEASURE SUPPORT SHIP
MHC	MINE HUNTERS COASTAL
MSC	MILITARY SEALIFT COMMAND
PC	PATROL COASTAL SHIP
SSBN	BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSGN	CRUISE MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	ATTACK SUBMARINE (NUCLEAR PROPULSION)
T-AE	AMMUNITION SHIP (MSC)
T-AFS	COMBAT STORE SHIP (MSC)

T-AGOS	OCEAN SURVEILLANCE/PATROL SHIP (MSC)
T-AGS	SURVEYING/ OCEANOGRAPHIC SHIP (MSC)
T-AH	HOSPITAL SHIP (MSC)
T- AKE	DRY CARGO/AMMUNITION SHIP (MSC)
T-AKR	STRATEGIC SEALIFT SHIP (MSC)
T-AO	OILER (MSC)
T-AOT	TANKER (MSC)
T-ATF	FLEET OCEAN TUG (MSC)
WAGB	POLAR CLASS ICEBREAKERS
WHEC	HIGH ENDURANCE CUTTER
WMEC	MEDIUM ENDURANCE CUTTER

ATTACHMENT 2 – STANDARD LOT LINE ITEMS

See attached excel spreadsheet.

ATTACHMENT 3 – QUALITY ASSURANCE SURVEILLANCE PLAN

QUALITY ASSURANCE
SURVEILLANCE PLAN

Contract No:
HUSBANDING SERVICES

Coordination and Review:

_____
Contracting Officer Date

_____
COR
Date

_____
CONTRACTOR
Date

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance-based Performance Work Statement (PWS). This performance-based plan sets forth the procedures and guidelines the U.S. Fleet & Industrial Supply Center, and its detachments will use to monitor contractor's performance, evaluating port visit cost reporting, non-priced item pricing performance, and ship's overall satisfaction with the of the husbanding service contractor's port visit services.

1.1 PURPOSE

1.1.1. The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the port visit cost reporting requirements, adhering to the non-priced item pricing performance standards, and meeting the ship's task order requirements as identified in the PWS.

1.1.2 This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

2.0 PERFORMANCE MANAGEMENT APPROACH

2.1 The performance-based PWS structures the acquisition around "what" service is required as opposed to "how" the contractor should perform the work. This QASP will define the performance management approach taken by the Contracting Officer to monitor, manage, and take appropriate action on the contractor's performance against expected outcomes or performance objectives communicated in the PWS. Performance management rests upon developing a capability to review and analyze information generated through performance metrics. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management. The data generated in a performance management approach provides information that indicates whether or not expected outcomes for required services are being achieved adequately by the contractor.

2.2 Performance management also represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether or not outcomes are being achieved and migrates away from scrutiny on compliance with the processes and practices used to achieve the outcome. The only exceptions to process reviews are those required by law and compelling business situations such as safety and health. An outcome focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved at the desired levels of performance.

3.0 PERFORMANCE MANAGEMENT STRATEGY

3.1 The contractor will set forth the staffing and procedures for self inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The contractor will develop and implement a performance management system with processes to assess and report their performance to the Contracting Officer.

3.2 The Contracting Officer will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The Government will make decisions based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

4.0 ROLES AND RESPONSIBILITIES

4.1. Procuring Contracting Officer (PCO). The PCO is the individual who performs preaward functions and awards or executes a contract. The PCO will retain post award functions. Accordingly, the PCO performs assigned post award functions related to the administration of the contract. Ensures performance of all necessary actions for effective contracting, monitors compliance with the terms of the contract, and safeguards the interests of the Government. The PCO makes certain the contractor receives impartial, fair, and equitable treatment under the contract. The PCO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

4.2. Contracting Officer Representative (COR). The Government personnel who perform quality assurance functions for a contracted service.

- Provide technical assistance to the contracting office
- Provide functional continuity and stability
- Maintain proficiency in contract surveillance procedures
- Perform surveillance in accordance with the surveillance plan and provide documentation of surveillance observations to the PCO, as required
- Notify the PCO of any significant performance deficiencies
- Prepare input to the Contractor Performance Assessment Reporting System (CPARS)

4.3 Ordering Officers (e.g., Ship SUPPO) are responsible to

- Issue the orders in accordance with the terms and conditions
- Monitor, assess, and communicate the performance of the contractor. Government surveillance may occur under authority of the Inspection/Acceptance paragraph of clause 52.212-4, Contract Terms and Conditions – Commercial Items, for any supply or service relating to the contract.

PERFORMANCE OBJECTIVES AND METHOD OF SURVEILLENCE

The contractor shall provide husbanding service support in accordance with the PWS. While the contractor is fully expected to comply with all requirements in the PWS, the government's assessment of contractor performance will focus mainly on the performance objectives that are also listed in the Attachment 4a. Performance Reporting Summary (PRS). The level of the acceptance for each objective is also established

5.1. Performance Objective #1:

Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2.

Method of surveillance: E-mail received by the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided.

Level of acceptance:

- On time 100%

- Up to 2 working days late, but before ship's arrival 80%

- 3-4 working days late, but before ship's arrival 60%

- Over 4 working days late but before ship's arrival 40%

- None before ship's arrival 0%

5.2. Performance Objective #2:

Submit final LogSSR within seven (7) days of each ship's departure (includes entering data into LogSSR and submitting all supporting documentation).

Method of surveillance: Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.

Level of acceptance:

- Within 7 calendar days after ship's departure 100%

- Within 08-14 calendar days after ship's departure 80%

- Within 15-30 calendar days after ship's departure 50%

- Over 30 calendar days after ship's departure 0%

5.3. Performance Objective #3:

LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages).

Any changes after the LogSSR entry must be sent with a summary of the changes to LogSSR for the update.

Method of surveillance: Compare the LogSSR data and PVCR/invoice data.

Level of acceptance:

- No errors 100%

- 1 error 80%

- 2 errors 60%

- 3 errors 40%

- Over 3 errors 0%

5.4 Performance Objective #4:

Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.

Method of surveillance: After each ship visit, the ship submits a port visit cost report indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

6.0 METHODOLOGIES TO MONITOR PERFORMANCE

6.1 In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate contractor performance. The Contracting Officer will use, the LogSSR and any input from the requiring activity as sources of comments on the contractor's performance.

6.2 The ships always have the option to communicate complaints to the Contracting Officer as opposed to the contractor. The complaints can be submitted during or after the visit; however the primary document that reports the complaints is the Port Visit Cost Report (PVCR). The Contracting Officer will accept the ships complaints and will investigate.

7.0 QUALITY ASSURANCE REPORTING

7.1. Within 30 days following the end of each quarter, the COR/PCO will prepare a report that shows the level of acceptance for each performance objective reached. An overall goal of 80% is the average of the level of acceptance of each performance objective.

8.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

8.1 The Government shall use the observation methods cited to determine whether the AQLs have been met. The Government will evaluate the results which then may be translated into the specific negative incentives should performance not meet the AQL (for failure performance, see paragraph 9.0)

8.2 The PCO may require the contractor's project manager, or a designated alternate, to meet with the Government personnel as deemed necessary to discuss performance evaluation. The PCO will define a frequency of in-depth reviews with the contractor. However, if the need arises, the contractor will meet with the PCO as often as required or per the contractor's request. The agenda of the reviews may discuss:

- Performance measured by the metrics and trends
- Issues and concerns of both parties
- Recommendations made by the KO based on contractor information
- Issues arising from independent reviews and inspections

8.3 The PCO and contractor should jointly formulate tactical and long–term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the PCO.

9.0. FAILURE TO PERFORM

9.1 The contractor may receive negative past performance ratings or even termination based on failure to perform. The following criteria apply for determining appropriate action:

Termination. If the KO determines that the contractor has failed to perform to the extent that a termination for cause is justified, the KO shall issue a notice of termination, consistent with FAR Part 12.

LIST OF ATTACHMENTS

Attachment 4a. QASP Matrix

QASP Matrix

Attachment 4a Required Service Levels

Required Service	Performance Standards	Method Of Surveillance	Goals
Timely submission of estimates within two (2) working days after receipt of the order.	Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2.	E-mail received by the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided..	- On time 100% - Up to 2 working days late, but before ship's arrival 80% - 3-4 working days late, but before ship's arrival 60% - Over 4 working days late but before ship's arrival 40% - None before ship's arrival 0%
LogSSR and final cost reports	Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.	LogSSR Data-base	- Within 7 calendar days after ship's departure 100% - Within 08-14 calendar days after ship's departure 80% - Within 15-30 calendar days after ship's departure 50% - Over 30 calendar days after ship's departure 0%
LogSSR report accuracy	LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages)	Compare the LogSSR data and PVCR/invoice data.	- No errors 100% - 1 error 80% - 2 errors 60% - 3 errors 40% - Over 3 errors 0%

Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.	After each ship visit, the ship submits a port visit cost report to indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.	Ship's port cost visit report, observations, complaints	- Satisfied 100% - Not Satisfied 0%

ATTACHMENT 4 – REQUEST FOR SANITARY INSPECTION

SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
FISC DETACHMENT SINGAPORE
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD, BLDG 7-2
SINGAPORE 759657

Dear Sir:

We are interested in supplying (e.g. specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

LIST AND INFORMATION TO REQUEST FOR INITIAL INSPECTION

- List of products for which approval is requested.
- Establishment letterhead - four places.
- Name of establishment owner.
- Site area size - acres, square feet or square meters.
- General description of the area surrounding the plant site.
- Building description, i.e. material used in construction, age of building(s), size (in square feet or meters), and number of stories.
- Drawing of floor plan of building(s) to include major production areas (for slaughterhoused and dairies only).
- List of major processing equipment.
- Sources of raw materials.
- Output of finished product - average kilograms or tons per day, per week or per month.
- Special codes printed on product packages which identify the establishment, the product, and the date of production or packaging.
- Number of employees.
- Are employees receiving pre-employment or periodic medical examinations? What is the frequency of the periodic examinations?
- Program for employee instruction personal hygiene, food, handling techniques, and food hygiene and safety.
- Cleaning and sanitizing methods, including chemical used.
- Detailed written cleaning and sanitizing program.
- Official water quality certification from the local government, including total aerobic bacteria plate count, coliform count, and chemistry.
- Name of water source.
- Waste disposal program.
- Pest control program.
- Name of inspection agencies which inspect the plant (government and civilian) and frequency of inspections. Are inspection reports available for review?
- Flow chart for the manufacture of each major category of products listed in No.1 above from raw materials to finished products health control points.
- What laboratory examinations are performed on products and plants environment? Are the results available for review?
- Total number of company vehicles?
- Key personnel and point of contact for inspectors.
- Direction to plant.
- European Economic community (EEC) and United States Department of Agriculture (USDA) plant establishment number(s).

ADDENDUM TO FAR 52.212-4

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed where the services affect health, force protection, safety, and/or prevention of damage to Naval vessels.

(2) Time of performance (i.e. hours of the day, days of the week, etc.) where the services affect health, force protection, safety, and/or prevention of damage to Naval vessels.

(3) Place of performance of the services where the services affect health, force protection, safety, and/or prevention of damage to Naval vessels.

(4) Specifications when the supplies or services to be furnished are to be specially manufactured for the Government in accordance with the specifications and affect health, force protection, safety, and/or prevention of damage to Naval vessels.

(5) Place of delivery where the services affect health, force protection, safety, and/or prevention of damage to Naval vessels

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

OC-1 INVOICES AND PAYMENTS

(a) Invoice Content

The Contractor shall submit to the ordering officer an invoice that lists all the expenses incurred by the ship during the port visit. The contractor's invoice shall list items priced under this contract and include subcontractor invoices for all other items not priced in the contract. All invoices submitted shall have all supporting documentation (i.e. trash and CHT certificates, delivery tickets signed by ship's personnel, with a legible signature and printed name and rank, port tariff invoices, invoices for items not pre-priced in the contract, and any other documentation that the supplies/services have been delivered and accepted) and must be submitted in accordance with the paragraph below. All items listed on the invoices must be completely detailed (i.e., broken down) for quantity, contract unit of issue, unit price, etc. No lump sum amount will be accepted.

The Contractor has the responsibility to keep copies of all documentation submitted to the ship for each visit for all supplies and services rendered and in the quantities invoiced. The Contractor shall keep a copy of all such documentation in one place that will be indicated to the Contracting Officer at the time of contract award. FISC Yokosuka and its detachments contracting personnel may examine these files at any time during the performance of this contract.

The invoices must be easily identifiable as original (i.e. original signature or stamped as ORIGINAL). If an electronic invoice is authorized, the Contractor must certify on the invoice that it is the first time that the invoice is submitted. If the original invoice has been lost, a copy of the invoice may be submitted. This invoice must be marked as 『DUPLICATE COPY』 and a signed and dated statement with a contractor's stamp must be made on the duplicate invoice confirming that payment has not been received.

Each invoice must include—

(1) Name and address of the Contractor;

(2) Invoice number and date issued;
(3) Contract number, Contract Line Item Number, Lot Line Item and , if applicable, the Order Number;
(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(5) If appropriate, the shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on a Government bill of lading;
(6) Terms of any prompt payment discount offered;
(7) Name and address of the official to whom payment is to be sent;
(8) Name, title, and phone number of the person to be notified in the event of a defective invoice;
(9) Supporting documentation (i.e. trash and CHT certificates, delivery tickets signed by the ship's personnel, with a legible signature and printed name and rank, and any other documentation that the supplies/services have been delivered and accepted);
(10) The invoice must be correct and complete and without handwritten figures.
(11) Electronic funds transfer (EFT) information.

The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g. FAR 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration), or applicable agency procedures.

EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

If an item is not included on the original invoice, a supplemental invoice shall be issued with the same number followed by alpha suffix (e.g. Invoice No. 0001/03-A). The same requirements for submittal of the original invoice apply to the supplemental invoice.

If an invoice for an item is not available prior to the ship's departure (e.g. cell phone charges, port tariff items, port dues, etc.), the item shall be listed on the invoice with the words 『TO BE DETERMINED (TBD)』. Once the invoice has been received and the exact amount is known, the Contractor shall issue a supplemental invoice (with all supporting documentation attached) as 『FINAL』 for the final payment. TBD invoices shall not be paid until a 'FINAL' invoice is submitted.

It is the Contractor's responsibility to verify with port authorities and concessionaires that there are no pending charges prior to the ship's departure. This is to avoid any possible future invoices that may be submitted for unknown services to the U.S. Government.

When preparing an invoice the term 『Miscellaneous』 or any similar type description should be avoided. If this is not possible and the Contractor must use the term 『Miscellaneous』 when submitting an invoice, the Contractor shall provide a detailed list of items purchased and item prices on the invoice.

Invoices not in compliance with these instructions are not considered to be proper invoices and may be rejected.

(b) Invoice Submission

The invoice must be submitted to the listed activities in the following order:

(1) To the ship's Supply Officer or his designated representative one day prior to its sailing date. In the event the Contractor is unable to present any invoice to the ordering ship for payment prior to the departure of the ship, the Contractor shall submit invoices and attempt to obtain payment at the ship's next port of call.

(2) If unsuccessful, to the Contracting Officer. In the event the Contractor is unable to present any invoice to the ordering ship prior to its departure, the invoice must be promptly submitted to the CO for payment through DFAS Yokota. In no case should the invoice be submitted beyond 90 days after the ship's departure from the port. The Disbursing Officer will annotate the date the invoices are received for the purpose of calculating any interest due. An exception to the 90-day limit will be given only for charges made by the port authorities or concessionaires, or the host nation authorities, including military authorities. It is the Contractor's responsibility to verify that there are no pending charges and to obtain the invoices from these authorities no later than six months after the ship's departure.

(3) Alternatively, whenever a non-Navy ordering authority orders services under the contract, the Contractor shall submit invoices and all supporting documents to that ordering activity.

(c) Payment of Invoices

Payments under this contract will be made in accordance with the clause FAR 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003).

Payment will be made after delivery and acceptance of supplies or performance and acceptance of services.

『Acceptance』 means the act of an authorized representative of the Government by which the Government, for itself or as an agent of another, assumes ownership of existing identified supplies tendered or approves specific services rendered as partial or complete performance of the contract (from FAR 46.101 Definitions).

Bill payment shall be disbursed through one of the following methods, check, purchase card, submission of invoices to a Defense Finance and Accounting Command (DFAS) via regular mail or electronically through Wide Area Work Flow (WAWF).

The Contractor shall present to the ordering officer or SUPPO all pricing that is firm and finalized one-day prior to the ship's sailing or the ordering activity departure. At that time, the Contractor shall relay any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for these functions shall be the ordering officer or the ordering officer's designated representative. In addition, the Contractor shall present all documentation and invoices from other Contractors subject to provision of services under this contract.

The Contractor shall obtain a signed delivery order (DD 1155) to verify that the services were received and that charges presented in the port visit cost reporting program are correct for payment. This may be accomplished via email from the Ordering Officer or the SUPPO of the ship. The ordering officer shall pay for all supplies and services accepted during the period of performance by one of the aforementioned methods of payment.

In the absence of a delivery order, forward invoices and all documentation regarding inspection and acceptance of supplies and services by the ship's representative with appropriate accounting data to the Administrative Contracting Office.

(d) The Government will not make direct payments of VAT to the host nation nor will it withhold taxes, including VAT, from invoices for orders that are submitted to the husbanding services contractor by the Government. Payment of appropriate taxes required as part of conducting business in the specific country at which a port visit takes place are a responsibility of the husbanding services contractor. Offerors are further directed to FAR 52.229-6, Taxes-Foreign Fixed-Price Contracts (JUN 2003), which is included in the solicitation.

INSTRUCTION TO OFFERORS

1. Instructions for Submission of offers.

(a) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Acknowledgement of amendments to the solicitation must also be provided in a timely manner as set forth in this section. Offer may be submitted by email addressed to (b)(6), (b)(7)(C) at (b)(6), (b)(7)(C)@fe.navy.mil or by facsimile. Information concerning facsimile proposals is below at paragraph (h). Offers must be submitted on the SF 1449 to include the following:

(1) Discount Terms: Complete block 12 on the SF-1449 if any discount terms are offered.

(2) Company Information: Complete block 17a on the SF1449 by providing the Offerors complete mailing address. Also, complete and sign Block 30.

(3) DUNS and NCAGE Numbers: Offerors must provide their DUNS and NCAGE Code numbers in block 17a of the SF-1449. See paragraph e & f below for details regarding DUNS and NCAGE Code numbers.

(4) CCR Registration. The Offeror must provide proof of CCR registration when submitting their offer, by providing a copy of the printed "completed" CCR page from the CCR website. Additional information regarding CCR registration is contained in paragraph g.

(5) Schedule of Supplies or Services (LLINs) spreadsheet from Attachment 2 of the solicitation: The offeror must insert their proposed price for each LLIN and SUBLLIN items.

(6) Offeror Representative Information: The Offeror is required to provided their representative information to include: Name of Individual, Title of individual, mailing address, telephone number, fax number, mobile phone number, and email address.

(7) Offeror Representations and Certifications: The Offeror is required to complete and submit Offeror representations and Certifications at FAR 52-212-3 OFFEROR REPRESENTATIONS, CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2008) ALTERNATE I (APR 2002), and DFARS 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (JUN 2005) which are located in Section K of the solicitation. All items must be appropriately checked or marked as Not Applicable (N/A).

(8) Technical Proposal and Evaluation: The Offeror must address the following three (3) areas in its Antiterrorism/Force Protection Plan:

8.1 Protection of Ship Schedule Information: Identify how the offeror shall secure US Navy (USN) ship visit information (both paper based and electronic); the routine number and type of personnel with access to the information; and the offeror's company policy regarding dissemination of USN ship visit information.

8.2 Security Screening of Contractor and Subcontractor Employees: Explain the offeror's company policy and processes to screen, for security purposes, prospective employees and to periodically check current employees who might be granted access on and around USN vessels. Offerors shall indicate, as part of their submission, the specific screening method(s) to be utilized on subcontractor personnel who might be granted access on and around USN vessels. The specific screening method(s) shall be identified and whether based on Internet search, screening of databases, communications with local law enforcement authorities, port security requirements, reference checks, personal interviews, credit checks, etc.

8.3 Contractor/Subcontractor Identification: The offeror shall identify how contractor and subcontractor personnel will be recognizable to ship's personnel. This may be accomplished by a combination of picture ID, badges, uniforms, access lists, etc. The offeror shall also identify how support vehicles/vessels will be marked so that they are readily identifiable to ATFP/ship's personnel.

NOTE: The offeror shall submit a summarized ATFP plan that covers each of the above three areas. The summarized ATFP plan shall address each of the three areas set out above in a total of not more than three (3) pages. Each of the three pages shall have margins of one (1) inch or greater on all four sides of the page. Text shall be displayed in not smaller than font size 10. The pages shall be 8-1/2" x 11" or A4 size. Any attachments or enclosures to the three-page plan will count as part of the allowable three (3) pages. If an offeror submits an ATFP plan in excess of three (3) pages, only the first three (3) pages will be read and considered for purposes of determining technical acceptability.

(9) Past Performance Information (PPI) and Evaluation:

9.1 The offeror shall provide past performance information on directly-related or similar contracts it has held within the last three (3) years. These contracts should have been of similar size, scope and complexity to the requirements included in this solicitation. The offeror will explain how its ast performance work is relevant to this solicitation. The Government will give greater consideration to the contracts which are more relevant to husbanding services requirements included in this solicitation.

9.2 The offeror may submit information on up to six contracts it has performed in the last three years that are similar in size and scope to the Government's requirements under this solicitation.

9.3 The offeror shall provide the following information for each contract:

A. Contract Title and Number
B. Year(s) Contract In-Effect.
C. Dollar Value.
D. Location(s) of Performance.
E. Customer Contact Information to Include:

Company or Government Agency Name
Point of Contact Name
Current Phone Number and Email Address

9.4 The past performance information submitted by an offeror shall not total more than six pages. Each of the six pages shall have margins of one (1) inch or greater on all four sides of the page. Text shall be displayed in not smaller than font size 10. The pages shall be 8-1/2" x 11" or A4 size. Any attachments or enclosures to the six pages will count as part of the allowable six pages. If an offeror submits past performance information in excess of six pages, only the first six pages will be considered.

9.5 The Government will evaluate the offeror's past performance by considering the sub-areas described below to determine the degree to which the offeror demonstrates its ability to meet the requirements of the solicitation. Evaluation of past performance will be a subjective assessment based on consideration of all relevant facts and circumstances.

A. Timeliness and Accuracy of required reports: The Government will evaluate the offeror's past performance to determine if the offeror has been timely and accurate in submitting reports to include pre-arrival estimate reports, CRAFT reports and LogSSR reports.

B. Timeliness of Performance: The Government will evaluate the offeror's past performance to determine if the offeror has complied with contract delivery schedules.

C. Customer Satisfaction: The Government will evaluate the customers' satisfaction with services provided, with communications required to resolve issues, and with the contractor's history of reasonable and cooperative behavior.

(b) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an amendment to the solicitation.

(c) Completion and Submission to the Government

The completion and submission to the Government of the above items will constitute an offer (proposal) and will indicate the offeror's unconditional assent to the terms and conditions in this solicitation and in any listed attachments. Offerors are cautioned to consult with the Contracting Officer before submitting an offer that takes exception to any term or conditions of this solicitation. The Government reserves the right to permit offerors to revise their proposals.

(d) Contract award. The Government reserves the right to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(e) 52.212-1 (Data Universal Numbering System (DUNS) Number: DUNS number registration is required for performance under this contract. Contractors must include a DUNS number validated by Dun & Bradstreet when submitting their proposals. Visit the Dun & Bradstreet Homepage at http://www.dnb.com/us/ to find your country's Dun & Bradstreet web page.

(f) CAGE and NCAGE Code Registration: The CAGE Code is a five-position alphanumeric code that identifies contractors doing business with the Federal Government, NATO member nations, and other foreign governments. The CAGE Code is used to support a variety of mechanized systems throughout the government and provides for a standardized method of identifying a given facility at a specific location. Foreign registrants in CCR must have a NATO Commercial and Governmental Entity (NCAGE) Code assigned. Contractors must include validated NCAGE information when submitting their proposals. If your organization does not already have an NCAGE assigned, for most countries you can obtain one by connecting to http://www.dlis.dla.mil/Forms/Form_AC135.asp.

(g) Central Contractor Registration (CCR): A vendor must be registered in the DoD Central Contractor Registration Database (CCR) prior to award of this contract. Vendors must register on a one-time basis, and annually confirm accuracy and completeness of registration information. In order to register for CCR, contractors require a Commercial and Government Entity (CAGE) Code or NATO CAGE Code (foreign contractors) as well as a Data Universal Numbering System (DUNS) number. Although foreign contractors performing outside the U.S. are exempt from mandatory registration in CCR, FISC Det Singapore requires contractors to register in CCR. Contractors must include validated CCR information when submitting their proposals. For detailed information regarding CCR, visit the CCR homepage: http://www.ccr.gov

(h) FACSIMILE PROPOSALS(FAR 52.215-5) (OCT 1997)

i. Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

ii. Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

iii. The telephone number for receiving facsimile equipment is: 65-6-750-2639

iv. If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document-

(a) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(b) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(c) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

AWARD

1. The Government will award a contract to the responsible offeror who submits the lowest price, technically acceptable offer with acceptable or neutral past performance. To be eligible for an award, the offeror's technical proposal (i.e. Antiterrorism/Force Protection (ATFP) plan) must be determined acceptable and past performance must be acceptable or neutral based on the evaluation provisions set forth below.

(a) Technical Evaluation: The summarized Antiterrorism/Force Protection (ATFP) plan will be evaluated as follows:

ACCEPTABLE: The offeror has submitted a technical proposal that adequately explains how it will meet the requirements in the PWS to protect ship schedule information, conduct a security screening of contractor and subcontractor employees, and ensure that contractor and subcontractor personnel and their support vehicles are recognizable by ship personnel. This may be accomplished by a combination of picture ID, badges, uniforms, access lists, etc. Recognizing that the technical proposal is a summarized ATFP, the technical proposal must provide sufficient detail so that a reviewer can reasonably determine that the submitter understands the PWS requirements in each of the three areas and has described procedures to ensure that the requirements will be satisfied.

UNACCEPTABLE: The offeror submitted a technical proposal that fails to meet the acceptable standard described above.

(b) Past Performance Evaluation: Offeror's past performance will be rated as "acceptable", "unacceptable", or "neutral". The Contracting Officer will evaluate the past performance. If no past performance information is available for an offeror, the offeror will be given a "neutral" rating. The government may contact an offeror's references concerning the past performance information. Offerors whose past performance information is rated either "acceptable" or "neutral" will be considered for award. Offerors whose past performance is rated "unacceptable" will not be considered for award.

i. Each offeror's performance will be considered under existing and prior contracts for similar services. Information obtained from references listed in proposals, other customers known to the Government, and other sources of useful and relevant information may be considered.

ii An "unacceptable" rating will be given to the offeror who is, or within the past three years has been, seriously deficient in contract performance, unless the Contracting Officer determines that the circumstances were properly beyond the offeror's control or that the offeror took appropriate corrective action. Seriously deficient denotes a situation where performance did not meet some material contractual requirement that was unlikely to be resolved in a timely manner.

iii In case no past performance history is available, the contractor will be given a "neutral" rating for past performance.

(c) Price Factor: The Government, through price analyses, will evaluate price(s) offered in response to the solicitation.

i. The Offeror shall complete and provide the Pricing/Fee Schedule contained in Exhibit A of the solicitation. Offerors are required to enter all unit and total prices for the Base Period and Option Period LLINs/SUBLLINs.

ii. The Government will only evaluate prices for proposals having **"acceptable"** technical proposals and **"acceptable"** or **"neutral"** past performance. Proposals that are determined to have **"unacceptable"** technical proposals and/or past performance will not be evaluated for price.

iii. Price analysis will be performed to evaluate the price proposals to determine whether they are fair and reasonable and balanced. Price analysis will be performed in accordance with FAR 15 and also comparison of proposed prices received in response to the solicitation.

iv. The Government may determine that an offer is unacceptable if any LLIN or SUBLLIN extended line item price is not included in the proposal.

(d) Contract Award: Through the above evaluation, the Government will award a single contract resulting from this solicitation to the responsible offeror who submits the lowest total price, technically acceptable offer with acceptable or neutral past performance.

Single Award For All Items (JAN 1999) (NAVSUP): Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire requirement may be determined to be unacceptable.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	05-Jan-2011	N4034510RCSG0020	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0003
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 06-Dec-2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
52.212-4 Contract Terms & Conditions - Commercial Items

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssnk01116739

1. This modification is to notify that Contract No. N40345-11-D-0003, for Lot 1, Chittagong, Lot 2 Chennai, Lot 4, Mumbai, Lot 6 Trincomlee and Lot 7, Port Louis is terminated in its entirety for the Government's convenience under the contract clause 52.212-4(l) entitled "TERMINATION FOR THE GOVERNMENT'S CONVENIENCE". The termination is effective immediately upon receipt of this modification.
2. Task Order No. 0001 dated 6 Dec 10 for "Minimum Guarantee" for the amount of $20,000 is cancelled in its entirety.
3. On this contract action (b)(6), (b)(7)(C) is the Termination Contracting Officer (TCO).

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) SUPERVISORY CONTRACT SPECIALIS TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 05-Jan-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by 871,068.80 from $871,068.80 (EST) to 0.00.

SUPPLIES OR SERVICES AND PRICES

CLIN 0002
The unit price amount has decreased by $871,068.80 from $871,068.80 to $0.00.
The total cost of this line item has decreased by $871,068.80 from $871,068.80 (EST) to $0.00 (EST).

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: N4034510RCSG0022

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-11-D-0002	29-Oct-2010		N40345-10-R-0121	07-Oct-2010

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)*

8. OFFER DUE DATE/LOCAL TIME: 02:00 PM 19 Oct 2010

9. ISSUED BY CODE N40345

(N40345) FISC DET SINGAPORE
CONTRACTING DEPARTMENT (CODE 250)
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: NAICS:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE. LTD.
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$318,888.00 EST

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE RFP N4034510R0121
- [X] OFFER DATED 19-Oct-2010 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(6), (b)(7)(C)

31c. DATE SIGNED: 29-Oct-2010

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) Contracting Officer

TEL: (b)(6), (b)(7)(C)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 3/2005)
Prescribed by GSA
FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1			NSP

MINIMUM GUARANTEE FOR HS PACIFIC ISLANDS
FFP
THIS LINE ITEM DOES NOT ORDER GOODS OR SERVICES. IT MAY BE ISSUED ON TASK ORDER/DELIVERY ORDER NUMBER 00MG FOR THE SOLE PURPOSE OF RECORDING THE OBLIGATION OF FUNDS ASSOCIATED WITH THE MINIMUM QUANTITY UNDER THIS BASIC CONTRACT
FOB: Destination
MILSTRIP: N4034510RCSG0022
PURCHASE REQUEST NUMBER: N4034510RCSG0022

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		318,888	Lot	$1.00	$318,888.00 EST

HUSBANDING SERVICE FOR PACIFIC ISLANDS
FFP
SEE ATTACHMENT 2 FOR A COMPLETE LISTING OF ALL LLINS AND SUBLLINS FOR THIS CLIN. THIS BASE PERIOD SHALL BE FOR 12 MONTHS. ALL PRICES ARE FOB DESTINATION AND SHALL BE IN U.S. DOLLARS.
FOB: Destination
MILSTRIP: N4034510RCSG0022
PURCHASE REQUEST NUMBER: N4034510RCSG0022

NET AMT $318,888.00 (EST.)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-DEC-2010 TO 30-NOV-2011	N/A	N/A FOB: Destination	
0002	POP 01-DEC-2010 TO 30-NOV-2011	N/A	N/A FOB: Destination	

PERFORMANCE WORK STATEMENT

A. DESCRIPTION OF CONTRACTUAL SCOPE

1. The geographic scope and region covered by this contract includes the following ports:
   Lot 1 – Noumea, New Caledonia
   Lot 2 – Honiara, Solomon Islands
   Lot 3 – Nuku Alofa, Pangai, Tonga
   Lot 4 – Koror, Palau

2. This contract is a Firm-Fixed-Price Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract for the provision of maritime husbanding support. It is not for husbanding agency. The holder of this contract is a U.S. Navy contractor or Husbanding Service Provider (HSP). The holder of this contract is not an agent of the U.S. Navy and does not have the authority to bind the U.S. Navy. Maritime Husbanding Support is defined as: Providing supplies and services as defined in the Performance Work Statement of the contract in support of U.S. Vessels within a port area.

   a. This support is provided by a Husbanding Services provider from a standard list of services under contract.
   b. For items not supported by existing supply chains: e.g. fuel, subsistence, etc.

3. Users authorized to use this contract are United States Navy Commands, United States Marine Corps (USMC), Military Sealift Command (MSC), and the United States Coast Guard (USCG). Other users including the United States Army (USA) shall require specific authorization from the Contracting Officer to use this contract or have a Contracting Officer's Representative designated.

4. This contract is for a period of twelve (12) months and also includes FAR52.217-8 OPTION TO EXTEND SERVICES clause. If the six (6) month extension of performance of services is exercised under FAR 52.217-8, the maximum duration of this contract is 18 months.

5. The HSP shall assure that supplies and services arranged on behalf of the authorized ordering officer conform to the general requirements of the contract in accordance with this PWS. The HSP shall assist the SUPPO or authorized ordering officer with resolving any problems in meeting the requirements.

6. Minimum guarantee for this contract is US$20,000.00 and the maximum value (maximum quantity) of this contract is US$4,000,000.00.

B. QUALITY

1. The HSP shall provide goods and services at requested delivery times at fair and reasonable prices to ships and other authorized users making port visits, provide continuous oversight of costs and performance throughout the area covered by this contract, and make meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. This contract and PWS do not specify how the HSP is to perform, but instead provide measurable performance standards, which are established in the Quality Assurance Surveillance Plan (QASP) to monitor contract performance during each ship's visit.

2. The percentile goals in the QASP are fixed for each factor. The failure of the HSP to meet the percentile goal for any factor will be investigated and evaluated by the Contracting Officer. The HSP will be given the opportunity to refute an adverse assessment prior to finalizing the metric for a quarter.

C. PRICING – SEE ATTACHMENT 2

1. The services described in this PWS are performance based. All prices as a result of this contract are firm-fixed prices. With the exception of Port Tariffs, pricing for all supplies/services shall, include at a minimum, unless otherwise specifically provided on an applicable price schedule, all necessary equipment, licensed operators, all liability insurance as required by local laws, holiday and overtime costs, customs clearances, mobilization, demobilization, removal, disposal, pre-positioning, staging, vetting of operations, fuel and operating expenses associated with performing the entire cycle to deliver and dispense with the logistic services described in this contract. In layman terms, all services are 'all inclusive' of all pricing variables and contingencies unless specifically stated otherwise in the pricing. These Fixed Prices shall also include performance at night, overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, other inclement weather, or service to tankers and ships carrying explosives. These requirements do not include performance during typhoons except where ships are required to depart in advance of typhoons as part of a typhoon evasion plan. Performance is not required during periods when operations have been suspended by host nation port authorities. The HS Contractor will not be liable for performance delays and will be entitled to payment for services (at the rate quoted in the Attachment 2 schedule for that line item) provided during periods where operations have been suspended by host nation port authorities. The HSP shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the U.S. Government.

2. Fees for Husbanding Services cover regular and overtime labor of contractor personnel supporting the ships plus indirect expenses, including all management, overhead and office expenses as well as profit.

3. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and/or labor is along-side the vessel and capable of operations. For the purposes of this contract, one (1) day is equal to 24 hours and begins with the performance of service. For example, service from 1800 until 1800 the next calendar day is equal to one (1) day of service. In cases where the billing unit is 'day' and a

full day of service is not used by the Ordering Activity, the HSP shall be entitled to bill for one day of service. For example, if a sub lot line item with a billing unit of day were ordered and used for 30 hours, the HSP would be entitled to bill for two days of service. In cases where the ship does not arrive at the time specified in the ordering LOGREQ and services are made available based upon the time requested in the ordering LOGREQ, billing for services may commence at the time requested by the Government unless notice of cancellation is provided by the Ordering Activity or the organization authorized to pass this information on behalf of the Ordering Activity.

4. When the HSP obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list, then the HSP shall be reimbursed for the published price of the item. The HSP shall not be paid an amount in addition to the published price of the item. A copy of the published price list shall be provided to the Ordering Officer or Contracting Officer, if requested.

5. Repositioning is defined as: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions. Where a ship is at anchorage and the Ordering Activity requests repositioning of equipment, the HSP may be entitled to additional fees for repositioning to be determined by use of:

    a. Prior agreement of the Ordering Officer in cases where the total repositioning costs do not exceed $3,000
    b. Prior agreement of the Contracting Officer in cases where the total repositioning costs exceed $3,000.

6. Port Tariffs: The HSP will be fully reimbursed for Port Tariff items. Port Tariffs will apply to those services which are based on Port Tariff rates established and controlled by Port Authorities. English translated copies of the Port Tariffs must be submitted to the Supply Officer of the ship entering a specific Port.

7. Purchase Card Surcharge: The U.S. Government reserves the right to make payment by purchase card. All purchase card surcharges will be identified as a separate entry on each invoice. Surcharges are not authorized for priced items as the fixed price must include the use of the purchase card.

D. SHIPS'S LOGISTIC REQUIREMENTS (LOGREQ)

1. U.S. Navy ships and other activities authorized to pass LOGREQ requirements on behalf of Ordering Officers will provide, via e-mail, a copy of the unclassified "logistics requirements" (LOGREQ) message directly to the HSP. This LOGREQ may include logistical requirements that are pre-priced under the contract and logistical requirements that are pre-priced under the contract. The LOGREQ is an order for logisitical requirements that are pre-priced under the contract. The HSP shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning price performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Operations Officers, and FISC.

2. After receipt of a LOGREQ the HSP shall make such arrangements for pre-priced items as necessary with port authorities, other U.S. Government Contractors, and other commercial firms to provide supplies and services requested. The HSP shall confirm receipt of the ordering LOGREQ (to the activity who provides the LOGREQ to the HSP) within 24 hours. Confirmation of receipt shall be made by email to the activity passing the LOGREQ.

3. The HSP shall furnish to the ordering activity and FISC Yokosuka Contracting Officer a pre-arrival cost estimate in response to the receipt of a LOGREQ. This estimate will be prepared using the **Attachment 2** spreadsheet format, and will include estimated prices for items submitted on the LOGREQ pre-priced in the

contract. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff." This estimate shall be provided to the ordering officer and FISC Yokosuka Contracting Officer via email within (48) hours of receipt of the LOGREQ. This report shall also include cost saving or avoidance recommendations and will explain any anticipated "additional" costs. A LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

4. Ships will not provide force protection requirements in an unclassified LOGREQ message. The activity to which this message is addressed will contact the HSP and pass the ship's force protection requirements for action. The HSP shall confirm with the ship that these force protection requirements received have been actually ordered by the ship prior to beginning performance. The ship's Supply Officer (SUPPO) or Commanding Officer may also request additional force protection requirements not covered by the force protection LOGREQ by email, telephone, or personally upon the ship's arrival. The HSP shall coordinate with the SUPPO before providing any additional force protection. If any other activity or individual orders force protection services (i.e. NCIS, etc) not covered in the ship's force protection LOGREQ provided to the HSP, the HSP is required to immediately inform the ship and receive confirmation prior to beginning performance of these services. Organizations such as NCIS and DAO are not authorized Ordering Officers under this contract unless specific authorization is given by the Contracting Officer, therefore, they have no contractual authority to place orders. Any services provided in this contract ordered by an entity otherwise described in this contract shall be provided at the HSP's own risk and shall result in no additional cost to the government.

5. If a ship requires supplies and services during the course of a port visit that are not included on the schedule of supplies and services at Attachment 2 as pre-priced, (PT(port tariff), TBD, or NSP (not separately priced), the supplies and services will be acquired separately from the contract.

E. ADVANCE LOGISTICS RESPONSE TEAM

1. In the event that a Logistics Response Team for a ship arrives in port prior to a ship's arrival, the HSP will assist the logistics response team by providing logistical support and coordinating all requirements.

2. When the HSP provides support for a Logistics Response Team so that it can perform its mission, the HSP shall bill at the "Subsequent Days" daily rate for husbanding services for each day of support provided "in person" to the logistics response team.

F. INITIAL BOARDING

1. The HSP shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival. All HSP personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port. All correspondence shall be in English. The HSP is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered. Upon initial boarding the HSP shall provide all emergency telephone numbers, i.e. police, hospitals, firefighters, shipboard generated industrial waste (SGIW) disposal and hazardous material (HAZMAT) and oil spill response. The HSP shall visit the ship at least once per day and shall be available on call at all times (24 hours per day, seven days per week) to assist the ship with requirements and to resolve problems.

2. The HSP shall brief the ordering officer(s) about ordered services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HSP shall provide its POC information with 24-hour contact phone numbers.

3. The HSP shall provide the ordering officer(s) with copies of applicable port tariffs and current prices for frequently ordered services, and with any other information provided by other government agencies for distribution. The HSP shall be prepared to take additional ships' orders for supplies or services not placed in the ordering LOGREQ.

G. ORDERING SUPPLIES AND SERVICES AFTER RECEIPT OF A LOGREQ

1. After receipt of a LOGREQ, the HSP must first use Host Nation (HN) services and supplies that can be provided free of charge by the host nation. If services and supplies are not available free of charge from the host nation, they must be provided if within the scope of this contract. The Contracting Officer will be notified if there is a question regarding the scope of the contract. U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or, if the port-provided supplies and services are less expensive than similar services provided by the HSP or its subcontractors, or finally provide it themselves to include subcontractors. Where the reasonable cost of mobilization/demobilization for U.S. Government owned equipment exceeds the quoted price of the sub lot line item it is intended to replace, the HSP shall use the least cost alternative to meet the requirement. If, for any reason, an item that would otherwise be provided by the Government, host nation, or port authority is not available, that item shall be provided by the HSP at the price quoted in the **Attachment 2** pricing schedules.

2. Passing Requirements to other U.S. Government agencies or contractors: The HSP may be required to coordinate and pass orders on behalf of the ship, to include transmission via fax or e-mail, to other U.S. Government Supply Chain agencies or contractors holding U.S. Government contracts (e.g., Defense Supply Center Prime Vendor (DSCP) or DLA-Energy for various supplies and services required. Any disputes or discrepancies arising from the order will be resolved directly between the ordering officer and the other agency or Contractor(s).

3. Money Exchange Services: The HS Contractor shall arrange for authorized moneychangers to exchange U.S. dollars for ship personnel into local currency. Money Exchange services shall be made available onboard ship to crewmembers at least two hours daily with buy-back service on the day before the ship's departure. The moneychangers may include a commission of not more than plus or minus 1.5% difference from the Official Exchange Rate. A locally-available and verifiable currency exchange rate may be used as the Official Exchange Rate. Verification of the exchange rate shall be provided to the Ordering Activity at the time of service. The HS Contractor shall maintain adequate records justifying its basis for determining the Official Exchange Rate and shall make those records available to the U.S. Government upon request. This Official Exchange Rate will be used for financial conversions not covered by payments in U.S. dollars.

4. Laundry Services: The HS Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Laundry and dry cleaning services that are required by the ship from the laundry and dry cleaning vendor will be ordered from the vendor by the ship. Payment for services will be made by the ship to the vendor rather than through the HS Contractor. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure. The HS Contractor shall assist in resolving vendor billing discrepancies.

5. Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

6. Immigration, Customs and Visa: The HS Contractor shall assist ship personnel with immigration, customs and visa requirements into the country of the port visit.

7. Medical Emergencies: If requested, the HS Contractor may be required to make arrangements for emergency medical treatment of ship's crewmembers while the ship is in port. In cases where a member is airlifted into a port by the ship, the HS Contractor, in coordination with the U.S. Consulate/Embassy, will arrange for proper medical care until the member can be returned to the ship, or evacuated to the United States. If there are costs associated with arranging these services, the HS Contractor shall obtain approval from the SUPPO/Contracting Officer prior to providing the support.

8. The HS Contractor shall facilitate the ship's timely departure. The HS Contractor shall provide timely invoices of provided services and supplies to the Supply Officer at the time of the pre-sailing visit. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided. The HS Contractor shall remove all provided equipment.

9. The U.S. Government will not pay the HSP for any personal requests from individual crewmembers, whether military or civilian.

    a. Morale Welfare and Recreation (MWR) Services: The HSP may be required to assist the ship in booking MWR trips, tours, hotel accommodations, or other MWR type items

    b. If another U.S. Navy authorized Information, Ticket and Tours (ITT) contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If awarded, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

10. Pre-Departure Visit / Bill Payment: The HSP shall schedule a visit to the ship one day prior to its departure date in order to present invoices which can be validated, accepted and certified for payment. Written receipt for acceptance of all goods and services shall be obtained during this visit. The ordering activity shall provide a check for all **finalized** invoices prior to departure where the content of the invoice is not disputed. The HSP shall obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure. The HSP shall relay at that time any late information on pilot and tug schedule changes and any additional information applicable to the ship and its departure.

H. UNIQUE / PARTICULAR SITUATIONS

1. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within 3 days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back on Saturday, Sunday or Monday, it will be charged subsequent day fees. If the ship comes back Tuesday, it will be charged the first day rate).

2. If a ship comes into port and does not notify the HSP or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days as applicable.

3. The HSP is required to be able to simultaneously husband ten (10) separate ships throughout the Region, to include two (2) large ships in a single port simultaneously (e.g., two aircraft carriers).

4. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HSP shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office.

5. Short Notice Orders: If orders are issued less than 48 hours prior to the required time for the start of performance, the HSP shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

I. CANCELLATION OF ORDERS

1. Unless otherwise provided herein, in the event an order, or any portion of an order, is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. If several deliveries are required to satisfy an order or portion of an order, i.e., garbage pick-up and disposal on each of five days, then the 48-hour notice period shall be computed from each of the required delivery dates. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled "Termination for the Government's Convenience (FAR 52.212-4)", of the clause entitled "CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS."

2. In rare cases, when ordering items requires long lead times, the Government may apply the Termination for the Government's Convenience clause as referenced above even though an order was cancelled prior to 48 hours before a required delivery.

3. In every case, the HS Contractor is responsible for taking all necessary steps to mitigate the U.S. Government's damages or termination costs. As part of its mitigation, the Government reasonably expects that the HS Contractor shall consider these cancellation rights as it enters into agreements with its subcontractors and suppliers.

Note: Although a supply or service may be described as part of the line item descriptions, the only items that are being acquired under the contract are the supplies and services that are listed on the price schedules for each lot.

J. LINE ITEM DESCRIPTIONS –

LINE ITEM XX01 - FIRST DAY/SUBSEQUENT DAY HUSBANDING SERVICES (ANCHORAGE AND PIERSIDE)

1. The HSP shall provide husbanding services to ships visiting the ports in the Region covered by this contract. Line Item XX01 requires that the HSP perform all services and provide all supplies necessary to fully comply with the tasks and responsibilities described at paragraphs A-H above unless a task or responsibility is specifically included in a separately-priced Line Item below. The HSP's responsibilities under these Line Items start prior to the arrival of the ship and continue after the ship's departure.

2. The husbanding fee is based on the First Day and Subsequent Day(s) of the ship visit. A husbanding fee may be provided to the HSP for services rendered prior to the ship's visit, i.e. assistance to the ship's logistics response team.

3. The HSP is responsible for providing and coordinating the FP services described in paragraphs 2-6 and 8-15 of the PWS description for Line Items XX13, xx14, and xx15 as part of their Husbanding Services under Lot Line Item XX01.

LINE ITEM XX02 - TRASH REMOVAL

1. Trash removal service is the collection and disposal of refuse (i.e., trash) including liquid, semi-liquid, or solid garbage. Refuse does not include explosives and incendiary waste, or waste contaminated by medical and radiological processes.

2. The HSP shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse.

3. For ships at pier side, the HSP shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulation, or barges alongside the ship. The HSP shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.

4. For ships at anchorage, the HSP shall remove trash at the times agreed to by the HSP and Supply Officer. For trash collection at anchorage, the trash barge shall be available 24 hours a day (when not contrary to law or port regulation) with suitable self-fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

5. For trash collection by barge, the HSP shall provide trash barges/scows (with tug service if barge is not self-propelled) for ships at anchorage. The barges shall be completely empty at time of arrival at the ship. In situations where an empty barge is not available, the HSP shall provide a system to measure the volume of trash deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of the trash. The HSP shall have ready access to sufficient barges and equipment to support multiple ships at anchorage simultaneously. The barge's crew shall be entirely responsible for the tending of lines and for barge's security. The movement of trash from the ship to the barge shall be performed with care by the ship's sailors.

6. In instances of bad weather or emergency where the ship must depart on short notice, the HSP shall remove barges within four hours of being directed to do so by the ship. Should a vessel with a trash barge alongside experience an emergency where the ship must depart, the SUPPO will advise the HSP at least four (4) hours in advance for the barge pick-up.

7. The HSP shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The HSP is also responsible to follow any environmental regulations required by each country. The HSP is required to keep all disposal certificates and shall make them available to the Contracting Officer upon request.

8. Refuse containers, when used and when emptied, shall be returned to their original position with the lids (if any) replaced thereon.

9. The HSP shall be paid based on the ACTUAL CUBIC METERS of trash removed.

10. Where trash is required to be segregated, the Ordering Activity shall be required to segregate the material at the time of disposal. The HSP shall be responsible for providing separate containers for each vessel, clearly marked with the required categories and for informing the Ordering Activity, upon arrival, that segregation is required. If the Ordering Activity does not segregate trash as required, the HSP shall inform the Ordering

Activity and Logistic Support Representative (LSR) prior to departure and bill for the cost of trash segregation within 48 hours after the vessel's departure.

LINE ITEM XX03 – FLEET LANDING

1. When ordered by the ship, the HSP shall furnish services/supplies for the fleet landing area. The following is a list of the basic supplies and services that a ship may need.

2. FLEET LANDING. HSP shall provide the sub-line items specified in this Line Item and shall provide a unit price for each sub-line item. The unit price shall be per day for each item. Mobilization/demobilization charges shall be included in sub-line item price. Fleet Landing services include the following:

    a. PORTABLE TOILET UNIT SERVICES. The unit price shall be for a single commode and one (1) urinal. The daily rate shall include pumping and cleaning as many times as necessary to ensure clean, sanitary condition and providing all chemicals, cleaning products and toilet paper. The HSP shall check toilet facilities at least every six (6) hours to ensure cleanliness.

    b. PORTABLE ELECTRIC GENERATORS. The HSP shall provide a portable, gasoline powered, electric generator capable of supplying power to portable lighting and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). Generator shall be at least 5KW with circuit breaker protector. Daily rate includes fuel, oil, and necessary consumables to operate the generator, transportation, set-up, dismantling and labor.

    c. Chairs (each per day)

    d. Long tables - approximately 2 meters in length (each per day)

LINE ITEM XX04 – BROW SERVICES

1. BROWS

    a. Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The HSP shall provide the brows specified in the schedule as ordered by the ship. A range of brow sizes is provided in each of the sub lot line items of lot line item XX04. All brows provided by port authorities, host nation, or US Government shall be billed at cost as port tariff items. Mobilization, demobilization, setup and placement shall be included in the proposed unit price of all XX04 sub lot line items.

    b. Due to the height difference between the submarine deck and pier, the HSP provided submarine brow must afford personnel a smooth and safe transit when entering or exiting the submarine deck. The submarine brow must be capable of supporting shore power cables without damaging the cable.

2. MOBILE CRANE SERVICES

    a. The HSP shall provide mobile crane services (shore crane) with operator(s). The HSP shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HSP

shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each mobile crane ordered.

b. Crane services under this Line Item are for land cranes only.

3. FORKLIFT SERVICES

a. The HSP shall provide forklift services with operator(s). The HSP shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. Upon the Supply Officer's request, the HSP shall provide information concerning forklift/lifting capacity. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HSP shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered.

LINE ITEM XX05– SHIP MOVEMENT SERVICES (PILOTS, TUGS, LINEHANDLERS)

1. The HSP shall arrange pilots, tugs, and line handlers as ordered. The HSP shall coordinate with port authorities, as necessary, to ensure that the services are available at the times requested. It should be noted that the port authority or other authorized sources provide these services, and are, therefore, to be priced in accordance with current tariff rates.

2. The HSP shall provide tugs to bring ships to and from berthing locations. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

LINE ITEM XX06 - WATER FERRY/TAXI SERVICES

1. The HSP shall provide water taxis to transfer ship personnel to and from the ship and the fleet. At the commencement of service, the HSP is required to advise the ship of scheduled breaks and any changes to the taxi service schedule. The HSP shall provide water taxi service when the vessel is expected to be at anchorage for twenty-four (24) hours or more. Water taxi service shall be always available, with the exception of inclement weather, during the two (2) one-hour meal breaks and during refueling.

2. Taxi water service shall include a minimum of two (2) qualified operators (a driver and one other operator), any other helpers or crew members required by local authorities, all insurance, fuel, holiday surcharges, overtime, and other operating expenses. Operator qualifications are set forth in paragraph (14) below.

3. Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the ship. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection. The HSP shall be entitled to a six (6) hour minimum rental fee in cases where actual usage is less than six hours per day.

4. If the HSP cannot provide the size of water taxi ordered, the HSP shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event the ship will be charged for the size of the water taxi ordered. For example, if one (1) 250-pax water taxi is ordered and is not available, then two (2) 125-pax water taxis shall be provided for the rate of one (1) 250-pax water taxi, if acceptable to the Ordering Officer.

5. The HSP shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the port or the country in which the port is located. Apart from compliance with local laws and regulations, the HSP shall meet all additional requirements as set forth throughout the PWS. Water taxi shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, and fitted for service required. Further, water taxi shall be in a clean condition when presented for service and shall be free of debris.

6. Each water taxi shall be equipped with at least one clean and serviceable life jacket for each passenger and crewmember, and all jackets shall be stowed in a readily accessible place.

7. Except as otherwise specified herein, the service shall include all equipment needed to transport personnel between the vessel anchored in the outer harbor, or in the inner harbor, fleet landing, or any designated pier or berth within the port. If it becomes necessary to change the landing point of the water taxi (pier or berth) within the port, the HSP shall dock at the new landing point. In the event this occurs, it will be considered to be a "Change" to the contract.

8. All water taxis used by the HSP shall provide overhead covering.

9. Before the commencement of any services under this contract, the HSP shall make the water taxi available to the Ordering Vessel's Commanding Officer or designated representative for inspection.

10. The following information shall be conspicuously posted in each water taxi shall be in English and the language of the country in which the port is located:

    a. Current operator's/captain's license.
    b. Passenger/weight capacity limits notice.
    c. Location of life jackets and other life saving equipment.
    d. Location of all exits indicated in large letters.
    e. Emergency procedures.

11. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

12. The consumption of alcoholic beverages shall not be permitted aboard the water taxi.

13. Operator Qualifications: All personnel or employees of the HSP operating water taxis, shall have all certification required and issued by the law of the country in which the port is located for the operation of the type, class, or size of water taxi being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the water taxis are to be operated to ensure the water taxis are operated in a safe and seaworthy manner. At least one operator on each boat must speak English.

14. Security: During the term of this contract, the ship(s) to be serviced will provide adequate and sufficient security personnel for maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the ship's Commanding Officer or designated representative. When such naval personnel are embarked in a HSP-operated water taxi, he will be responsible for the good order and discipline of naval personnel.

15. In the event of a water taxi breakdown, immediately prior to, or during a trip, the HSP shall immediately provide a replacement water taxi that complies in all respects with this contract, at no additional cost to the U.S. Government. If a water taxi is not operable when required under this contract, the HSP shall immediately provide at no additional expense to the U.S. Government, a replacement water taxi which complies in all respects with this contract.

16. Any personal articles or items found on the water taxi after completion of each trip shall be turned over to the ship's Security Officer or his direct representative.

17. To verify a claim by the HSP for any damage or destruction caused by the U.S. Government, it shall be the responsibility of the HSP to ensure that the water taxi is jointly inspected before and after each trip by the HSP and an authorized representative of the U.S. Government.

18. When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

19. Inspection and acceptance criteria for water taxi services. The Commanding Officer or his designated representative of the ARMY/USS/USNS/USCG ship shall inspect and accept all liberty boats/water taxis prior to transporting any personnel. Each order for liberty boat/water taxi services is made on the basis that the request is to be considered a final order/obligation of the US Government only after each water taxi has been inspected and accepted by the ship's representative. The ship's Commanding Officer is solely responsible for the safety of his crew and the subsequent acceptance of liberty boat/water taxi services. The following features or components may be inspected prior to acceptance. The following items must be functional and in safe operating condition:

a. HULL
    i. Watertight integrity of weather decks, bulkheads, watertight closures and interior hull structure.
    ii. Superstructure (including masts and stacks).
    iii. Railings, bulwarks and their attachment to hull, especially guardrails and lifelines.
    iv. Provisions for drainage of seawater from exposed decks.

b. MACHINERY
    i. Main propulsion and auxiliary machinery essential to operation of craft.
    ii. Sea and bulkhead closure valves.
    iii. Bilge suction strainers and dewatering systems bilge pumps to be tested by operation.
    iv. Bilges free of flammable liquids.

c. ELECTRICAL
    i. Cables.
    ii. Navigation, deck and emergency lighting.
    iii. Rotating electrical machinery, e.g., generators and motors.
    iv. Storage batteries.

d. LIFESAVING EQUIPMENT
    i. Life preservers sufficient number for maximum capacity of craft, accessible and in satisfactory condition.
    ii. Life raft(s) and hydrostatic release (where applicable) sufficient for maximum capacity.
    iii. First aid kits, life rings and distress lights.
    iv. Distress signaling devices.

e. FIRE FIGHTING EQUIPMENT
    i. Fire pump passes fire pump pressure test.
    ii. Portable fire extinguishers (eg. CO2 cylinders)

f. STEERING APPARATUS

g. MISC SYSTEMS AND EQUIPMENT
   i. Harbor charts.
   ii. Ground tackle and mooring lines.
   iii. Whistle/fog horn, bell.
   iv. Compass.
   v. Radar.
   vi. 2 way radio capable of bridge to bridge communications.
   vii. Current licenses.

20. The HSP shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for U.S. Government review and inspection.

LINE ITEM XX07 – GENERAL CHARTER & HIRE ITEMS

1. YOKOHAMA OR COMPARABLE TYPE FENDERS

   a. The HSP shall furnish Yokohama or comparable type fenders for all classes of ships in accordance with the Schedule of Supplies and Services. Fenders provided shall be appropriate and safe for the class of ship and pier configuration. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee PER Yokohama or comparable type fender. All costs associated with installation, and removal of one fender, as well as round trip costs associated with transport of the fender from another port or storage location, if required, are to be included in the proposed line item price.

   b. Rental is on a daily (24-hour) basis, per fender. The HSP shall be responsible for securing the fenders to the pier.

   c. The HSP shall provide fenders with a minimum of two (2) mooring lines.

2. CAMELS, BREASTING, AND FENDERING BARGES

   a. The camels shall be flat surface platforms to be placed alongside the pier and sufficiently capable of breasting the ship away from the pier or from other ships.

   b. The HSP shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3. LANDING BARGES

   a. The landing barges shall be flat surface barges for positioning at the stern or side of the vessel to serve as a loading/unloading platform for water taxi personnel or cargo; they shall not interfere with the

operations of the ships' elevators or other equipment. Although landing barges are primarily used for class IV and V vessels, they may be ordered for use with any class vessel.

b. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

4. OILY WASTE REMOVAL (TRUCK AND BARGE)

a. Oily Waste is defined as any liquid petroleum product mixed with wastewater and/or oil in any amounts, which, if discharged overboard, would cause or show sheen on the water. The HSP shall dispose of any combination of oily waste and grey water as oily waste.

b. Oily Waste is measured by Cubic Meter (1CM = 264.2 Gallons). The HSP shall submit, as an attachment to the invoices for disposal services, a document verifying the quantity collected and the name of the disposal plant where the oily waste have been or will be disposed.

c. The HSP shall comply with the environmental requirements of each country where oily waste is disposed and shall be liable for any costs incurred as a result of the HSP's failure to comply with such requirements. The HSP shall keep all disposal certificates and shall make them available to the Contracting Officer upon request. If the ship concurs with the volume, the ship will pay for the entire amount.

d. Oily Waste Removal involves the collection of Oil and Aggregate Water generated by the ships. The requiring vessel will pump this waste into HSP-provided tanks or barges. The HSP shall provide all equipment and facilities required to remove oily waste, including hoses and connections compatible with the ship being serviced. The HSP shall provide hoses of sufficient length from equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

e. In all cases when a ship orders oily waste disposal services, the HSP shall invoice and will be paid the for a minimum daily quantity of 60 CM for providing the disposal services, even if the oily waste quantity pumped and disposed that day is less than the 60 CM minimum quantity.

f. In the event the HSP subcontracts oily waste disposal, the HSP shall be liable for any costs incurred as a result of the disposal operator's failure to comply with local requirements.

g. The HSP shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed. The Government reserves the right to independently verify the volume of discharge using certified flow measuring devices. The Government reserves the right to request a written statement from the HSP describing the method of measurement used to determine the amount of Oily Waste removed from the vessel.

h. When removal is done via barge, the HSP shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. The HSP shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements.

5. INTERPRETER SERVICES

a. The HSP shall provide interpreter services when ordered. The interpreter shall be fluent in both spoken and written local language and English.

6. PRATIQUE

a. The HSP shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

7. STEVEDORE SERVICES

a. The HSP shall provide stevedores for general labor. Billing shall be at the hourly rate for worker.

8. PORT DUES

a. In some countries, the port authority or concessionaire charges port dues to the visiting ship. The port dues may be based on the length or based on the gross tonnage of the ship. Only 'FINAL' invoices will be accepted for payment.

LINE ITEM XX08 - COLLECTION, HOLDING, AND TRANSFER (CHT)

1. The HSP is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships throughout the area covered by this contract. The HSP shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The HSP shall be responsible for the supervision of the collection, transportation and disposal services to avoid any overflow of waste on the barge and at the pier. Services shall commence upon ship's arrival whether, at anchor or pierside. The HSP shall pre-position CHT barges, when necessary, in accordance with force protection or other requirements.

2. The HSP shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3. The HSP shall remove sewage from the ship in HSP-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

4. The HSP shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT. The Government reserves the right to use its own metering device to verify measurement of sewage discharge.

5. The HSP shall provide CHT hoses of sufficient length from HSP equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6. The HSP shall properly dispose of all sewage whether by pier-side or at anchorage.

7. The CHT service shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the HSP shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT.

8. The HSP shall submit, as an attachment to the invoices, a document (certified by the ship's personnel) that indicates the quantity collected and the name of the disposal plant where the CHT will be disposed. The Government reserves the right to independently verify the actual volume of CHT discharged using a certified flow measuring device provided by the HSP. The Government reserves the right to request a

written statement from the HSP describing the method of measurement used to determine the amount of Oily Waste removed from the vessel.

9. The HSP shall follow any environmental regulations required by each country. If the ship concurs with the volume, the ship will pay for the entire amount.

10. The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the HSP's report in writing. The HSP is also responsible to keep all disposal certificates and shall make them available to Contracting Officer upon request.

11. When CHT removal is via barge, The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

In all cases when a ship orders CHT disposal services, the HSP shall invoice and will be paid the for a minimum daily quantity of CHT for providing the disposal services, even if the CHT quantity pumped and disposed that day is less than the 60 CM minimum quantity.

LINE ITEM XX09 - FRESH POTABLE WATER

1. Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

   a. Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See below:

1. Contaminant levels for inorganic chemicals (effective 1 January 1993)

CONTAMINANT	*MCLG (mg/L)* [1]	*MCL (mg/L)*	*AL (mg/L* [2]*)*
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0		.015 [4]
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	

CONTAMINANT	*MCLG (mg/L) [1]*	*MCL (mg/L)*	*AL (mg/L [2])*
NITRITE (AS N)	1	1	
TOTAL NITRATE AND NITRITE (AS N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE :	4	4	

(1). Maximum contaminant level goal (MCLG). The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are nonenforceable health goals.

(2) Action level (AL). Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90th percentile" level is greater than 0.015 mg/L).

2. Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 - DICHLOROETHANE	0	0.005
1,1 - DICHLOROETHYLENE	0.007	0.007
PARA - DICHLOROBENZENE	0.075	0.075
1,1,1 - TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.6
CIS-1,2 DICHLOROETHYLENE	0.07	0.07

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 - DICHLOROPROPANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES (TOTAL)	10	10

3. Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) effective 01 January 1993))

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3- CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S (AS DECACHLORBIPHENYL)	0	0.0005
ALDICARB	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10[(1)]

[(1)]. The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

4. Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites that are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Reference (d) contains sampling requirements for the Navy public water system.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Autoanalysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the multiple-Tube Fermentation (MTF) Technique, and the membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use is included in reference (1).

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, except where the State waives this requirement on a case-by-case basis.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the State may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before, unless the MCL has been violated and the system has notified the State (in which case the State may reduce or eliminate the requirement to take the remaining samples).

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms. Or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements that apply when a sample is fecal coliform-positive.

5. Turbidity The MCL for turbidity applies to both community water systems and noncommunity water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at State option).

b. Five turbidity units (maximum) average for 2 consecutive days.

c. These requirements apply to filtered systems until 29 JUNE 1993. The requirements apply to unfiltered systems that the State has determined, in writing, must install filtration until 29 June 1993 or until filtration is installed whichever is later. After the above dates, consult the latest edition of 40 CFR 141.

6. The MCL for Radiological Contaminants are:

Gross alpha particle activity including radium 226 but excluding radon and uranium . . . . . .15 pCi/L
Combined radium-226 and radium 228 . . .. .5 pCi/L
Tritium . . . . .20,000 pCi/L
Strontium-90. . . . . 8 pCi/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

7. Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

b. Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

a. These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at these websites: http://www.epa.gov/OGWDW and http://www.tdh.state.tx.us/bfds. The HSP shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

b. The HSP shall provide for the delivery of fresh potable water to the ships as ordered. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, CERTIFIED METERING DEVICES.

c. Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraphs (2)(a) and (2)(b) above. If the water source does not meet the requirements of potable water, the HSP shall be required to provide water from an alternate approved source at no increase in the contract price.

d. Potable water pierside shall be delivered by pipeline if available. If a vessel is at anchorage SUBLINE ITEM XX09AC applies.

2. The HSP shall be paid based on the ACTUAL METRIC TONS of potable water received on the ship. The Government reserves the right to require a written statement from the HSP describing the method of measurement used to determine the amount of potable water provided to the vessel.

LINE ITEM XX10 – SHIP UTILITY SERVICES

1. SHORE STEAM

   a. The HSP shall provide shore steam to the ship. This sub lot line item is performance-based. Shore steam provided to the ship may be provided by any means (boiler or generator) so long as the pressure of steam delivered to the vessel is approximately 100 PSI (standard commercial pressure) and of acceptable quality for the vessel. Pricing for provision of shore steam shall be on a TBD basis and should include the boiler or generator, fuel for the generator, mobilization/demobilization, hoses, and adapters appropriate to the vessel type, and water (where required) for the generator or boiler. This item shall be billed on a daily basis.

2. OIL BOOMS

   a. The HSP shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom. Billing for LINE ITEM XX10AA & XX10AB shall be per meter. For example, a 300-meter oil boom would be billed at 300 meters per day.

   b. Oil Booms are intended to act as a precautionary measure in case of inadvertent leakage from equipment otherwise in sound operating equipment. Oil booms are also intended to mitigate the environmental damages that may otherwise result from inadvertent leakage. The HSP shall notify the Ordering Activity, upon receipt of a LOGREQ request, if deployment of an oil boom at the proposed mooring location is contrary to host nation or port authority regulation so that the order for the oil boom service can be cancelled. Cleanup and disposal of oil is a port authority function. If the HSP incurs charges for these services, they shall be billed as port tariff items on a reimbursable basis.

3. SHORE POWER (INCLUDES CABLES, CONNECTION, FUEL, AND OPERATORS) 450-480V, 60 HZ

   a. The HSP shall provide shore power to the ship using a port-provided, permanent connection system or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels. The HSP shall provide all cables and make all power connections between the generator and ship. The availability of shore power shall be in accordance with the schedule established by the ship.

   b. Sub Lot Line Items XX10AC through XX10AG are to be used only if/when shore power provided by port authorities is, for any reason, not available or inadequate.

LINE ITEM XX11 – LAND TRANSPORTATION (PERSONNEL) SERVICES (BUS SERVICE AND VEHICLE RENTAL SERVICE)

1. GENERAL REQUIREMENTS :

   a. All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured. The HSP is responsible for delivering all cargo and personnel to the correct location on schedule.

   b. If a Government official is designated to drive the vehicle, he or she is required to be at least 21years and meet all requirements for driving in the host nation. The HSP is responsible for passing the information required to register with the local rental company from the Ordering Activity.

   c. The HSP shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government

shall have the right to reject the vehicle for performance of services. The HSP shall ensure that each vehicle is jointly inspected before and after a trip by the HSP and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

d. If a vehicle is not operable when required under this contract, the HSP shall provide, at no additional expense to the U.S. Government, a replacement vehicle within three (3) hours that complies in all respects with this contract.

2. BUS SERVICE

a. The HSP shall provide air-conditioned bus services on an hourly rate basis and bill under LINE ITEM XX11AA and XX11AB. The hourly rate shall include one driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any additional driver, if required, shall be priced separately. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

b. The HSP shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition when presented for service and shall be free of debris.

c. In the event of a bus breakdown, the HSP shall provide within two hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

d. Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's Ordering Officer.

e. The HSP shall be responsible for ensuring that the HSP and an authorized representative of the U.S. Government jointly inspect before and after a trip each bus. The U.S. Government will not consider any claim for damage to a bus, which has not been inspected.

3. VEHICLE RENTAL SERVICE

a. Vehicle Specifications, Maintenance, and Malfunctions

(i) The HSP shall furnish "new" air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations.

Sedans or SUVs shall have a minimum capacity of four (4) passengers and 1600cc engine.

In the event a "new" vehicle is not available in certain countries, the HSP shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. Vehicles shall be priced on a daily rate. They shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full. The prices for vehicles rented are based upon an assumption that the vehicles will be returned with an empty tank of gas. There shall be no surcharge applied to the commercial price of the fuel. Vehicles can be returned with any amount of gasoline. Ships shall not be responsible for returning the vehicle with a full tank of fuel, and the HSP shall not be obligated to credit the ship for the remaining fuel.

(ii) The HSP shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and be responsible for all emergency repairs and services.

(iii) Should any vehicle break down while in the U.S. Government's possession, the HSP shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than three (3) hours later. The replacement shall take place either at the point of breakdown or at the HSP's office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the HSP's expense. In addition, the HSP shall be liable for any U.S. Government incurred costs because of the breakdown; such as towing, repair costs, and related transportation expenses because the HSP was unreachable.

b. Substitution of Vehicles

(i) If the HSP does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the HSP shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group B car is ordered but unavailable, and if no other Group B vehicle is available, the HSP shall furnish a higher group vehicle at the price listed for the Group B vehicle originally ordered.
(ii) In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

c. General Description of Vehicle Types

(i) The vehicles shall meet the general description set out below:

Medium-size Sedan (Group "B"): 2 - 4 doors; 4 - 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Executive Sedan (Group "E"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Passenger Van (Group "M"): 9-passenger capacity; air conditioning; minimum 2000cc engine.

Cargo Van (Group "X"): 12 Cubic Meter volume capacity, air conditioning; minimum 2000cc engine.

d. Insurance and Liability.

(i) The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below.

(ii) The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

(iii) The HSP and any Subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the HSP, its subcontractors, its agents, or employees.

(iv) The HSP shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The HSP shall be liable for, and shall indemnify and

hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

(v) Paragraph (iv) shall not be construed as limiting the HSP's liability to the amounts of the required minimum insurance coverage specified therein.

e. Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. The HSP shall notify the Supply Officer of the infraction and amount cited.

f. Mileage and Deposit Charges. There are no mileage or deposit charges for the vehicles rented under this contract.

g. Time Periods of Rental. Rental time shall begin once U.S. Government employees have taken possession of the vehicle. The daily rate is defined as 24 consecutive hours. If the vehicle is rented with a driver, and if a driver is required during the entire period of rental, no individual driver shall be required to drive more than 8 hours straight. Drivers must not have been driving within the previous 8 hours.

h. Executive Sedan with Driver (Group "Y"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan. This group requires an executive sedan and shall be provided with a driver. Drivers must be familiar with local area, and must speak English. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. No individual driver shall be required to drive more than 8 hours. Drivers must not have been driving within the previous 8 hours. The HSP shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations by the provided driver. The U.S. Government will reimburse the HSP for additional costs in two cases: for highway tolls, and for the driver's overnight accommodation up to $120.00 or equivalent local currency, when required by U.S. Government business such as travel to another city, and upon presentation of an original invoice.

LINE ITEM XX12 - TELEPHONE SERVICES AND COMMUNICATIONS EQUIPMENT

1. Cellular Telephone Services (LINE ITEM XX12AC): Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under LINE ITEM XX12AC. The HSP shall have readily available a minimum of 10 cellular telephones at a given time. Each mobile phone provided shall include an operating manual/instruction with published rates for usage.

2. Landlines (LINE ITEM XX12AA): Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Installation charges shall be inclusive of all costs for installation and removal of landlines. Usage charges and port tariff fees associated with landline connections (LINE ITEM XX12AB) will be the actual charges computed in accordance with the local or national tariff.

3. The HSP shall provide pre-paid International Calling Cards for official use (LINE ITEM XX12AE).

LINE ITEM XX13, XX14, XX15 - FORCE PROTECTION BARRIERS, PERSONNEL, AND SUPPLIES

1. Only the ship's Commanding Officer, the ship's Supply Officer, or the FISC Yokosuka Contracting Officer is authorized to order Force Protection (FP) services under this contract. If any other activity or individual attempts to order FP services (e.g., NCIS, DAO, etc), the Husbanding Service (HSP) Contractor is required to immediately inform the ship and receive a proper order prior to beginning performance of these services.

2. The HSP is responsible for providing and coordinating the FP services described in paragraphs 2-6 and 8-15 as part of their Husbanding Services under Lot Line Item XX01. The HSP shall develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HSP must coordinate all aspects of FP planning and services with Port Authorities, host nation agencies, and U.S. Embassy security staff. If the host nation is supplying FP assets the HSP must verify they are available and are scheduled to show up on time.

3. The HSP will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer. The HSP shall not add any requirements without prior approval.

4. The HSP is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Yokosuka Contracting Officer. The HSP must explain what the added FP service will include and why it has been requested. The FISC Yokosuka Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HSP will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

5. FP is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, having the objective of improving security to personnel and ships while in port. FP services or supplies may be provided by the host nation at no cost or may be billed at the public tariff rate. The HSP is required to verify what services will be provided by the host nation. For the services that cannot be provided by the host nation, the HSP is required to arrange these services by obtaining them from commercial sources at the prices indicated in the pricing schedule.

6. The HSP shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HSP's written policy shall describe the required measures to protect ship schedule information.

7. The HSP shall provide as many services identified below as ordered by the ship or FISC Yokosuka Contracting Officer. These services do not include other related services not listed, but may be required and separately ordered to attain a higher level of security in a port.

8. Personnel providing force protection services must be responsive to instructions from the ship. This does not authorize force protection personnel to violate any local regulations, any Port Authority ordinances, or local decrees. The equipment and material used for the force protection services will be inspected by the ship's force to ascertain that they meet force protection requirements.

9. Access Points: The HSP shall establish a single entry and exit point to the pier area.

10. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

11. Personnel Identification: The HSP shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

12. Background Checks: The HSP shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations. The HSP shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers. The HSP shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The HSP shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing. In addition, the HSP will be required to provide vetting services for third party contractors such as DLA-Engery contractors.

13. Access Lists: The HSP shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

14. Inspections: The HSP shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

15. Stand-Off Distances:

    a. Objects: To the maximum extent practicable the HSP shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

    b. Unloading Zones: To the maximum extent practicable the HSP shall establish unloading zones at least 400 feet (125 meters) away from the ship.

    c. Warning Signs: The HSP shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

        i. Sign Specifications:
            1. Language: Must be in the local language(s) as well as English.
            2. Wording: Must state "Restricted Area, Do Not Enter"
            3. Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
            4. Color: Yellow or white with black lettering
            5. Visibility: Must be highly visible from a distance of 400 feet (125 meters)
            6. Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

16. The unit price for force protection services shall include all costs associated with providing transportation, mobilization/installation and demobilization/de-installation, or arranging the requested services below unless the transportation, mobilization/installation and demobilization/de-installation is identified as a separate Lot Line item number. The HSP's invoice shall set forth the unit of issue identified for each service, total quantity ordered for each service, unit price, and the total price.

17. The force protection services that the ships may order if included on the contract schedules are:

(a) Jersey-type security barriers and CONEX box barriers capable of stopping a vehicle (automobile). (Price per meter per day)

(i) Concrete barriers

(ii) Water filled barriers (completely filled with water). Price must include water.

(iii) CONEX box barriers.

Mobilization, installation and demobilization will be billed under a separate contract line item number.

(b) Unarmed security guard to control vehicle and personnel access to pier. (Price per guard per hour) Must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival.

(c) Floating Line of Demarcation (LOD) at pierside, equipped with anchors and lighting (for night visibility). (Price per meter per day) The floating LOD must be anchored at least 30 meters from ship. Oil booms are acceptable. Mobilization, installation and demobilization will be billed under a separate contract line item number.

(d) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities. Continuous coverage is required for the period of performance ordered by the ship or by the Contracting Officer. (Price per patrol craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(e) Unarmed and manned motorized patrol craft, approximately 5-10 meters in length, with own radio to communicate with ship and local authorities, to escort ship from pilot pickup point to mooring location. (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(f) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities, on call (available within 15 minutes). (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(g) Tire-shredding strips, equipped with metal spikes, to be placed across the entry to pier access. (Price per one strip per day) Must be capable of disabling a vehicle, which drives over the strips in the wrong direction. Strips must be at least one meter in length.

(h) Metal pedestrian-control fences. (Price per 2x2 meters fence per day) Must be at least two (2) meters high, two (2) meters wide, and sturdy enough to withstand wind and other inclement weather.

(i) Signs in host nation language. Signs shall be at least one (1) meter long and a half (1/2) meter wide, with lettering at least 10 cm high. (Price per sign per day). Each sign is to read: "Controlled area. Unauthorized entry prohibited." Signs shall be legible, on a sturdy material that will not fade, run, or be ruined due to inclement weather (plastic material preferable). Signs shall also be written in fluorescent paint/material or be lighted, so they can be seen at night. Signs shall have some type of securing means on them, such as a hole punched in each corner, to use wire to secure sign to fence.

(j) Portable fluorescent lighting capable of illuminating 300 meters by 100-meter area. The HS Contractor shall

provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port's installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting. (Price per portable unit per day)

(k) Weather resistant guard shacks, capable of holding at least two persons. Guard shack shall be enclosed, and shall have, at a minimum, one door and one window. Please indicate guard shack measurements. (Price per unit per day).

(l) Hand held metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition (Price per unit per day)

(m) Walk-through metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(n) Trained metal detector operators. (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(o) Hand held explosives detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day).

(p) Walk-through explosive detector, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(q) Trained explosives detector operators, (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(r) X-ray baggage scanning machines, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(s) Trained X-ray baggage scanning operators (Price per hour per operator). Operators shall search host national baggage. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(t) Explosives disposal-trained diving services capable of inspecting pier before ship arrival. Must have obtained all applicable licenses and/or certifications from host nation prior to diving. (Price per hour)

(u) Battery operated bullhorns, new batteries included. (Price per unit per day)

(v) Sturdy tables with dimensions of at least two (2) meters long and one (1) meter wide, with four folding chairs. (Price per unit per day)

(w) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and open on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(x) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and closed on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(y) 800 MHz radios. Must be in excellent condition, and battery operated, with batteries included. (Price per unit per day)

Note: If the FP services required in support of the port visit are not included as pre-priced items in the contract schedules, paragraph D.5. of the PWS applies.

LINE ITEM XX16 - PORT HANDLING COSTS

1. PAINT FLOAT

a. The paint float shall be no less than 5M in length but, in all cases, large enough to provide a safe and stable working platform for the occupants. Scaffolding may be of any height less than 3.5M from the deck, so as to provide a working platform at least 4M from the waterline. The paint float shall be equipped with suitable self-fendering to prevent damage to the ship. The price of these fenders shall be included in the quoted price of the paint float. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. Rails shall be no less than 1M from the working platform. The working platform shall be equipped with anchor points for harnessing. The Ordering Activity shall be responsible for providing safety harnesses, for obtaining permission from local authorities prior to all work on the paint float, and for cleanup/disposal of all hazardous material generated or released outside the paint float. The HSP shall notify the Ordering Activity of local regulatory requirements concerning paint floats, assist the Ordering Activity in submitting requests and passing required documentation to the local authority where permission is required to work on the paint float, and arrange for required cleaning of the paint float upon return. The ordering activity is responsible for securing the paint float from the time custody has been transferred to them until returned to the HSP or the ship departs, whichever is earlier.

2. MATERIAL HANDLING (UP TO 150 LBS)

a. The HSP shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

b. The HSP shall use counter-to-counter delivery and charge by each Bill of Lading. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

c. Shipping documents shall be labeled "SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HSP.

d. The HSP shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel. The HSP shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

e. The HSP shall receive the package from the ship and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

f. The HSP shall deliver the package to the ship the day of arrival in port or the following morning. The HSP shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

g. The HSP shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HSP shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

3. MANLIFT (WITHOUT OPERATOR)

a. The HSP shall provide a manlift (without operator) and a full fuel tank. The HSP shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning. The HSP shall conduct training on safety and operating procedures for ship personnel. The HSP shall maintain documentation of ship personnel acknowledgement of the training.

LINE ITEM XX17 - COST REPORTING

LINE ITEM XX17AA - LogSSR Reporting

Upon award, the HSP shall utilize the LogSSR to submit all reports and documentation related to the husbanding order. LogSSR can be accessed through the NAVSUP One Supply website at https://www.navsup.navy.mil/onesupply, redirected through www.navsup.navy.mil/logssr or directly at the official website of https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(1) LogSSR access and input.

(a) At the start of the contract period of performance, the HSP shall begin to enter the final itemized port cost information for every order under this contract directly into the LogSSR database (Actual Cost Report) and email all corresponding documentation (LOGREQ, Initial Cost Estimate Report, validation of submission of cost estimate, final invoices, and supporting documentation required by the contract). External Certification Authority Public Key Infrastructure (ECA PKI) is not required for entry, but no access to the HSP's information is accessible unless obtaining an ECA PKI.

(2) LogSSR functionality.

(a) This system is designed to gather all reports and documentation related to ALL ordering activity e.g. a ship's visit, beginning with the Initial Cost Estimate (referred to in this solicitation as the 'pre-arrival cost estimate') to the Actual Cost Report. All supporting documentation will be submitted by email to navsup_hq_logssr@navy.mil in PDF format (Adobe Acrobat) when the port visit information is entered into LogSSR. Although the pre-arrival cost estimate is a separate reporting requirement, a copy of this report shall also be submitted as part of the Actual Cost Report documentation described in paragraph (b) below. The Documentation is discussed below:

(b) Actual Cost Report:

(1) The HSP shall create the Actual Cost Report in the LogSSR website directly, **within seven (7) calendar days from completion of the ship's visit**. The HSP shall also send a copy of the order (i.e. SF 1155 or 1449), a copy of any Initial Cost Estimates, a copy of the LOGREQ, and all HSP and any sub-contractor invoices and supporting documentation required by the contract as PDF files to the LogSSR email address of **navsup_hq_logssr@navy.mil** and to the email address specified at the time of contract award for each region concurrent with the creation of the Actual Cost Report in LogSSR. The HSP shall identify the line items as actual or estimated. This option is for those line items where the HSP has not received the actual invoice before the ship leaves port, i.e. telephone bills. The HSP shall include ALL port costs paid by each ship for which the HSP provides husbanding services. Email submissions should be limited to no more than 10 MB per email (multiple emails authorized if needed) and reference the port visit identification number in the subject line (received when a port visit is submitted).

(2) For ships or ordering activities that do not have disbursement capabilities, the HSP shall send the signed DD Form 1155, invoices and the additional documents required clearly indicating that a

payment is pending to email address husbanding@fe.navy.mil and to the LogSSR email address of **navsup_hq_logssr@navy.mil.**

(3) Any changes to an Actual Cost Report (i.e. finalize the charges made on an estimated amount) shall be forwarded by e-mail to and to the email address husbanding@fe.navy.mil and to **navsup_hq_logssr@navy.mil** email account as PDF file within seven (7) calendar days of the change. The email must contain a summary of the changes. The FISC contracting office will update changes to the LogSSR.

(4) The Actual Cost Report and supporting documentation will be visible in the LogSSR website by the government personnel with validation authority. Final reports of an HSP representative can be accessed through the website only by obtaining an ECA PKI that will provide access only to the HSP's submitted information.

NOTE: Before submission of reports or any other data to the FISC Contracting Office via electronic transmission or any other data media, the HSP shall scan all documents with current anti-virus software to ensure computer virus free transmission. The LogSSR server scans all reports for computer viruses before inclusion in the databases. Any reports received containing computer viruses will be immediately deleted and not necessarily returned to the HSP.

NOTES:

1. "All data obtained by the Government through the use of LOGSRR during the course of the contract is for the Government's use and shall be treated as 'limited rights' as described in DFAR 252.227-7013(13) after the contract expires".

2. Failure to provide required reports in a timely manner as outlined in the PWS will result in penalties as outlined in the Quality Assurance Surveillance Plan (QASP).

Line Item XX18 - PORT TARIFFS NOT OTHERWISE SPECIFIED

Line item XX18AE – Port Tariff Items

1. Port tariffs (PT) billable under XX18 include all PT items for which a specific sub-line item is not specified in the Attachment 2.

2. The HS Contractor shall also provide all original documents with any invoices for port tariff items which have been provided to the ship for certification by the ship's Supply Officer prior to departure. Invoices for port tariff items not available prior to the ship's departure shall be presented for payment in accordance with OC-1.

CONTRACT ADMINISTRATION PLAN
PROGRAM TITLE: Pacific Islands Ocean Husbanding Logistics Services for U.S. Naval Forces

DESCRIPTION OF PROGRAM: This requirement is for husbanding logistics services to support U.S. Naval forces and other U.S. Government agencies in Pacific Islands. This is an indefinite-delivery indefinite-quantity (IDIQ) contract and task orders will be issued by authorized ordering officers or FISC contracting officers.

PROCURING CONTRACT OFFICE: U.S. Fleet & Industrial Supply Center, Detachment Singapore

CONTRACT ADMINISTRATION OFFICE: U.S. Fleet & Industrial Supply Center, Detachment Singapore

Note: Prior to award of regional contracts, Contracting Officer Representatives (CORs) will be assigned to specific contracts, ports, and/or countries. Additionally, 30 days after award, Administrative Contracting Officers (ACOs) will be assigned.

PAYING OFFICE: Payment will be made by government purchase card, by the ship's disbursing office, or the DFAS Yokota Paying Office. Individual task orders will identify the office making payment.

1. PURPOSE: The purpose of this Contract Administration Plan (CAP) is to:

- Identify key contract administration milestones
- Provide a consistent and uniform approach through the region for monitoring performance requirements
- Identify key roles and responsibilities
- Outline the ordering and invoice processes
- Outline the cost reporting process
- Outline the past performance documentation process

2. CONTRACT ADMINISTRATION MILESTONES:

Event	Milestone Date	Government Person Responsible
1. Provide minimum IDIQ funds for award	90 days before award	Fleet
2. Write COR's designation letter	Prior to Award	Contracting Officer
3. Award contracts	Award date	Contracting Officer
4. Write ACO's designation letter	30 days after award	Contracting Officer
5. Prepare funded delivery orders	When service required	Authorized Ordering Officer or Contracting Officer
6. Establish schedule with HSP of actions and Deliverables	30 days after award	COR or Contracting Officer
7. Hold post-award orientation meeting	30 days after award	Contracting Officer and COR
8. Obtain HSP's schedule of any actions during phase-in	45 days after award	Contracting Officer and COR
9. Schedule quarterly performance meetings & notify participants	45 days after award	Contracting officer and COR
10. Provide quarterly and semi-annual input for performance assessments (i.e., QASP/CPARS)	45 days after award	Fleet, COR, HSP, Contracting Officer
11. Document HSP performance for past performance purposes (i.e., CPARS)	Semi-annually after contract award	COR, Contracting Officer
12. Close-out contract file	180 days after contract complete	Contracting Officer

3. MONITORING CONTRACTOR PERFORMANCE: Contract performance will be monitored and feedback provided in accordance with the Quality Assurance Surveillance Plan (QASP) and Contractor Performance Assessment Reporting System (CPARS). The contract contains negative incentives if metric goals, as identified in the QASP, are not achieved. Documentation of performance through the QASP will be performed on a quarterly basis and the CPARS will be performed on a semi-annual basis.

The QASP will monitor the following areas:

- Adherence to Port Visit Cost Reporting
    - Timeliness of cost estimates received
    - Timeliness of final cost estimates
    - Cost reporting submittal accuracy and completeness

- Fair and Reasonable Pricing for Non-Contract Items
    - Competition promoted to the maximum extent
    - Documentation of reasonableness

- Customer Satisfaction
    - Ship's satisfaction with HSP services
- Cost Savings

CPARS will monitor performance in the following areas:

- Quality of Product or Service
    - Are reports/data accurate?
    - Does the product or service provided meet the specifications of the contract?
    - Does the HSP's work measure up to commonly accepted technical or professional standards?
    - What degree of Government technical direction was required to solve problems that arise during performance?

- Schedule
    - Assess the timeliness of the HSP against the completion of the task orders, milestones, delivery schedules, and administrative requirements
    - This assessment of the HSP's adherence to the required delivery schedule should include the HSP's efforts during the assessment period that contributes to or affect the schedule variance.

- Cost Control
    - Does the HSP keep within the estimated costs?
    - Did the HSP do anything innovative that resulted in cost savings?
    - Were invoices accurate, complete and timely?

- Business Relations
    - Is the HSP oriented toward the customer?
    - Is interaction between the HSP and the government satisfactory or does it need improvement?
    - Address the timeliness of awards to subcontractors and management of subcontractors, including subcontract costs. Consider efforts taken to ensure early identification of subcontract problems and the timely application of corporate resources to preclude subcontract problems from impacting overall prime contractor performance.
    - Assess the prime contractor's effort devoted to managing subcontracts and whether subcontractors were an integral part of the contractor's team.

- Management of Key Personnel
    - How well did the HSP match the qualifications of the key position, as described in the contract, with the person who filled the key position?
    - Did the HSP support key personnel so they were able to work effectively?
    - If a key person did not perform well, what action was taken by the HSP to correct this?
    - If a replacement of a key person was necessary, did the replacement meet or exceed the qualifications of the position as described in the contract schedule?

4. ROLES AND RESPONSIBILITIES: The following outlines the major roles and responsibilities for contract administration purposes.

Contracting Officer: Contracting officers assigned to this contract are responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, safeguarding the interests of the United States in its contractual relationships.

In order to perform these responsibilities, contracting officers assigned to this contract are allowed wide latitude to exercise business judgment. Contracting officers must:

Ensure that the requirements of the pertinent laws, regulations, etc., have been met;

Ensure that sufficient funds are available for obligation;

Ensure that HSPs receive impartial, fair, and equitable treatment; and

Request and consider advice of specialists in audit, law, logistics, transportation, and other fields, as appropriate.

Make fair and reasonable determinations for all non-priced line items with an extended value greater than $3,000.00.

Notify the Ordering Activity when quoted prices cannot be determined fair and reasonable.

Contracting officers must also perform the actions required for the business relationship:

Interpreting and implementing diverse contract terms and conditions;

Analyzing costs;

Issuing changes and negotiating modifications to the contract; and

Organizing and coordinating efforts of all the functional specialists who comprise the contract administration team.

Monitor timeliness of required reports from the HSP (e.g. pre-arrival cost estimates);

Determine whether there is sufficient rationale to add previously ordered, non-priced items to the contract as fixed prices;

Monitor contract performance data and track performance metrics as required by the QASP;

Annually assess the HSP's performance in the Contractor Performance Assessment Reporting System (CPARS).

Contracting Officer Representatives (CORs): Various CORs may be assigned to this contract. The responsibilities of the CORs are:

Monitoring contract performance on behalf of the contracting officer;

Monitor compliance with the terms and conditions of the contract;

Providing technical advice/recommendations/clarifications of requirements to the ship;

Coordinating LOGREQ information;

Working with database information;

Liaison between the ships and HSP;

Informing the contracting officer of performance problems;

Furnishing the contracting officer of conference report;

Coordinating with the contracting officer corrective actions, when necessary;

Coordinating with the contracting officer on the content of any contractually significant correspondence addressed to the HSP;

Monitoring financial management controls;

Reviewing HSP invoices, when requested;

Assembling the documentation for quarterly QASP reviews and semi-annual CPARS; and

Maintaining a file system.

Review LOGREQs and provide feedback to the Ordering Officer;

When requested, assist the Ordering Officer with invoice reconciliation;

Submit a quarterly report to the Contracting Officer which addresses HSP performance concerns.

NOTE: The COR is not an administrative contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the performance work statement (PWS) in the contract. When in the opinion of the HSP, the COR requests effort outside the existing scope of the contract, the HSP shall promptly notify the contracting officer in writing. No action shall be taken by the HSP under such direction, until the contracting officer has issued a modification to the contract, or until the issue is resolved.

Ordering Officers: The contract allows U.S. Navy Supply Officers assigned to a ship or and other designated personnel authorized in the contract to place task orders off the contract as ordering officers. The responsibilities of the ordering officers are as follows:

Issuance of delivery/task orders;

Obligating funds when issuing task orders;

Authorize performance;

Complying with ordering procedures;

Bring to the attention of the contracting officer or COR any significant deficiencies with respect to HSP performance, deliveries, or actions which might jeopardize contract performance;

Notify the contracting officer or COR if the HSP is of the opinion the task order is deficient or beyond the scope of the basic contract;

Monitoring services of the HSP;

Providing feedback on HSP performance;

Notifying the contracting officer when cost estimates are not provided in a timely manner;

Notifying the contracting officer of invoice discrepancies or overcharges; and

Maintaining contractual records of task orders.

Make fair and reasonable determinations for all non-priced items with an extended cost of less than $25,000;

Review HSP invoices prior to payment;

Arrange for payment of finalized invoices prior to departure.

Prohibitions: The COR and ordering officers are prohibited from:

Modifying any of the stated terms of the contract;

Taking any action, either directly or indirectly, that could result in change in pricing, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the basic contract;

Direct the accomplishment of effort which would exceed the scope of the basic contract and delivery/task order;

Taking action with respect to termination, except to notify the contracting officer that the action is desired;

Giving guidance to the HSP, either orally or in writing, that might be interpreted as a change to the scope of the terms of the contract; and

Directing the HSP to begin work prior to the order date.

5. ORDERING AND INVOICE PROCESS: Task orders for husbanding services are normally provided by the ship's Supply Officer with contracting authority delegated through the Type Commanders (TYCOMs). In unique instances, the Contracting Officer may issue task orders on behalf of the ships for husbanding services.

For husbanding services, the ship provides a Logistics Requisition (LOGREQ) through as a Naval Message to the organizations responsible for coordinating the order (e.g., FISC's Logistics Support Center (LSC) and Defense Attaché Office (DAO)) with the HSP. The COR (within the LSC) will pass the LOGREQ to the Contracting Officer for review and feedback on possible contractual issues/concerns. The COR will review the LOGREQ for quality and cost saving recommendation purposes and provide information back to the ship. The COR will also pass the LOGREQ on to the HSP on behalf of the ship. Once the HSP receives the LOGREQ, the HSP will provide a cost estimate to the Contracting Officer, and ship. The COR and contracting officer will review the cost estimate to ensure items are priced in accordance with the contract. In cases where a ship is ordering non-priced items, the Contracting Officer will be responsible for negotiating these items when it is outside the contracting authority of the Ship's Supply Officer. The COR will notify the ship of the results of the negotiated prices. The goal is the timely resolution of all pricing issues prior to the port visit. If prices are not negotiated prior to the visit, prices must be negotiated before the the non-priced services are provided. If there are any disputes regarding the prices, the Contracting Officer has the responsibility to resolve the issue.

For husbanding services, invoices shall be submitted to the ship's Supply Officer and payment will normally be made by the ship's disbursing office prior to the ship's departure. In instances where there is a dispute or invoices can not be paid by the ship's disbursing office, invoices will be submitted to the contracting officer and payment will be made by DFAS Yokota. For OOTW task orders, a warranted contracting officer will negotiate and issue the orders and invoices will normally be paid out of DFAS Yokota. In all cases, the HSP is responsible for reporting all expenditures under the contract through the LogSSR.

6. COST REPORTING PROCESS: The HSP is responsible for fully participating in the execution of the LogSSR. Requirements for these reports are contained in the Performance Work Statement and quality monitoring procedures are outlined in the QASP.

7. PAST PERFORMANCE DOCUMENTATION PROCESS: The COR and contracting officer will be responsible for documenting past performance through the CPARS system. There will be one final record annually, with an interim review every six months. The COR will be responsible for collecting and forwarding relevant past performance information to the contracting officer. CPARS records will be forwarded to the HSP for review and an opportunity to provide any feedback on negative performance documented in the record.

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
252.233-7001	Choice of Law (Overseas)	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

_X__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

___ (6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (8) [Reserved].

___ (9)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (10)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (11) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (12)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2010) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (iv) Alternate III (JUL 2010) of 52.219-9.

___ (13) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (14) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (15)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (16) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (17) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

___ (19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

___ (20) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (21) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

___ (22) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (23) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (24) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of theVietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (25) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (26) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (28) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423) .

___ (ii) Alternate I (DEC 2007) of 52.223-16. .

___ (31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

___ (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X__ (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

_X__ (41) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

____

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to

litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1)in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) Reserved.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 Dec 2010 through 30 Nov 2011.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor a series of orders within 30 days for performance at a specific port that together call for quantities that exceed those identified in the pricing schedule by more than 300 percent (300%).

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering

clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 days following the effective period of the contract.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days before contract expires.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 18 months.

(End of clause)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: http://acquisition.gov/comp/far/
DFARS Clauses: http://www.acq.osd.mil.dpap/dars/dfars/

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2010)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

_X__ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ___252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) ____ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ____ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

(9) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11))(i) ___ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (SEP 2008)

(12) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (JUL 2009) of 252.225-7036.

(15) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) ____ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) __X__ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(22)____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(23)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(24) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all—

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting officer.

(End of clause)

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUNE 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

(End of clause)

252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless—

(1) Approved in writing by the Contracting Officer;

(2) Made in accordance with the laws and regulations of the United States of America; and

(3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract of any plans, specifications, or other similar documents relating to work under this contract, if marked “Top Secret,” “Secret,” or “Confidential” be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall—

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

(End of clause)

ADDENDUM TO FAR 52.212-4

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed where the services affect health, force protection, safety, and/or prevention of damage to Naval vessels.

(2) Time of performance (i.e. hours of the day, days of the week, etc.) where the services affect health, force protection, safety, and/or prevention of damage to Naval vessels.

(3) Place of performance of the services where the services affect health, force protection, safety, and/or prevention of damage to Naval vessels.

(4) Specifications when the supplies or services to be furnished are to be specially manufactured for the Government in accordance with the specifications and affect health, force protection, safety, and/or prevention of damage to Naval vessels.

(5) Place of delivery where the services affect health, force protection, safety, and/or prevention of damage to Naval vessels

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

INDEX OF ATTACHMENTS

1. Ship Types
2. Schedule of Supplies/Services and Prices
3. Quality Assurance Surveillance Plan
4. Request for Sanitary Inspection

ATTACHMENT 1: SHIP CLASSIFICATIONS (DESCRIPTION OF SHIPS BY CLASS AND TYPE)

The following are Ship Classifications:

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	75
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360
Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854
Class IV					
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082

T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276
T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

Displacement is expressed in tons and represents fully loaded displacement.

The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

GLOSSARY OF TERMS AND ABBREVIATIONS

AGOS	RESEARCH SHIP
AGSS	RESEARCH SUBMARINE
AOE	FAST COMBAT SUPPORT SHIP
ARS	SALVAGE SHIP
AS	SUBMARINE TENDER
CG	GUIDED MISSLE CRUISER
CV	MULTIPURPOSE AIRCRAFT CARRIER (CONVENTIONALLY PROPULSION)
CVN	MULTIPURPOSE AIRCRAFT CARRIER (NUCLEAR PROPULSION)
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
FFG	GUIDED MISSLE FRIGATE
HSV	HIGH SPEED VESSEL
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCS	LITTORAL COMBAT SHIP
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LHD	AMPHIBIOUS ASSAULT SHIP (MULTI- PURPOSE)
LPD	AMPHIBIOUS TRANSPORT DOCK
LSD	AMPHIBIOUS CARGO SHIP
LSV	LOGISTIC SUPPORT VESSEL (ARMY)
HSIC	MARK V SPECIAL OPERATIONS CRAFT (1 PAIR)
MCM	MINE COUNTERMEASURE SHIP
MCS	MINE COUNTERMEASURE SUPPORT SHIP
MHC	MINE HUNTERS COASTAL
MSC	MILITARY SEALIFT COMMAND
PC	PATROL COASTAL SHIP
SSBN	BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSGN	CRUISE MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	ATTACK SUBMARINE (NUCLEAR PROPULSION)
T-AE	AMMUNITION SHIP (MSC)
T-AFS	COMBAT STORE SHIP (MSC)

T-AGOS	OCEAN SURVEILLANCE/PATROL SHIP (MSC)
T-AGS	SURVEYING/ OCEANOGRAPHIC SHIP (MSC)
T-AH	HOSPITAL SHIP (MSC)
T- AKE	DRY CARGO/AMMUNITION SHIP (MSC)
T-AKR	STRATEGIC SEALIFT SHIP (MSC)
T-AO	OILER (MSC)
T-AOT	TANKER (MSC)
T-ATF	FLEET OCEAN TUG (MSC)
WAGB	POLAR CLASS ICEBREAKERS
WHEC	HIGH ENDURANCE CUTTER
WMEC	MEDIUM ENDURANCE CUTTER

ATTACHMENT 2 – STANDARD LOT LINE ITEMS

See attached excel spreadsheet.

ATTACHMENT 3 – QUALITY ASSURANCE SURVEILLANCE PLAN

QUALITY ASSURANCE
SURVEILLANCE PLAN

Contract No:
HUSBANDING SERVICES

Coordination and Review:

_____
Contracting Officer Date

_____
COR
Date

_____
CONTRACTOR
Date

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance-based Performance Work Statement (PWS). This performance-based plan sets forth the procedures and guidelines the U.S. Fleet & Industrial Supply Center, and its detachments will use to monitor contractor's performance, evaluating port visit cost reporting, non-priced item pricing performance, and ship's overall satisfaction with the of the husbanding service contractor's port visit services.

1.1 PURPOSE

1.1.1. The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the port visit cost reporting requirements, adhering to the non-priced item pricing performance standards, and meeting the ship's task order requirements as identified in the PWS.

1.1.2 This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

2.0 PERFORMANCE MANAGEMENT APPROACH

2.1 The performance-based PWS structures the acquisition around "what" service is required as opposed to "how" the contractor should perform the work. This QASP will define the performance management approach taken by the Contracting Officer to monitor, manage, and take appropriate action on the contractor's performance against expected outcomes or performance objectives communicated in the PWS. Performance management rests upon developing a capability to review and analyze information generated through performance metrics. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management. The data generated in a performance management approach provides information that indicates whether or not expected outcomes for required services are being achieved adequately by the contractor.

2.2 Performance management also represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether or not outcomes are being achieved and migrates away from scrutiny on compliance with the processes and practices used to achieve the outcome. The only exceptions to process reviews are those required by law and compelling business situations such as safety and health. An outcome focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved at the desired levels of performance.

3.0 PERFORMANCE MANAGEMENT STRATEGY

3.1 The contractor will set forth the staffing and procedures for self inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The contractor will develop and implement a performance management system with processes to assess and report their performance to the Contracting Officer.

3.2 The Contracting Officer will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The Government will make decisions based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

4.0 ROLES AND RESPONSIBILITIES

4.1. Procuring Contracting Officer (PCO). The PCO is the individual who performs preaward functions and awards or executes a contract. The PCO will retain post award functions. Accordingly, the PCO performs assigned post award functions related to the administration of the contract. Ensures performance of all necessary actions for effective contracting, monitors compliance with the terms of the contract, and safeguards the interests of the Government. The PCO makes certain the contractor receives impartial, fair, and equitable treatment under the contract. The PCO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

4.2. Contracting Officer Representative (COR). The Government personnel who perform quality assurance functions for a contracted service.

- Provide technical assistance to the contracting office
- Provide functional continuity and stability
- Maintain proficiency in contract surveillance procedures
- Perform surveillance in accordance with the surveillance plan and provide documentation of surveillance observations to the PCO, as required
- Notify the PCO of any significant performance deficiencies
- Prepare input to the Contractor Performance Assessment Reporting System (CPARS)

4.3 Ordering Officers (e.g., Ship SUPPO) are responsible to

- Issue the orders in accordance with the terms and conditions
- Monitor, assess, and communicate the performance of the contractor. Government surveillance may occur under authority of the Inspection/Acceptance paragraph of clause 52.212-4, Contract Terms and Conditions – Commercial Items, for any supply or service relating to the contract.

PERFORMANCE OBJECTIVES AND METHOD OF SURVEILLENCE

The contractor shall provide husbanding service support in accordance with the PWS. While the contractor is fully expected to comply with all requirements in the PWS, the government's assessment of contractor performance will focus mainly on the performance objectives that are also listed in the Attachment 4a. Performance Reporting Summary (PRS). The level of the acceptance for each objective is also established

5.1. Performance Objective #1:

Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2.

Method of surveillance: E-mail received by the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided.

Level of acceptance:

- On time 100%

- Up to 2 working days late, but before ship's arrival 80%

- 3-4 working days late, but before ship's arrival 60%

- Over 4 working days late but before ship's arrival 40%

- None before ship's arrival 0%

5.2. Performance Objective #2:

Submit final LogSSR within seven (7) days of each ship's departure (includes entering data into LogSSR and submitting all supporting documentation).

Method of surveillance: Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.

Level of acceptance:

- Within 7 calendar days after ship's departure 100%

- Within 08-14 calendar days after ship's departure 80%

- Within 15-30 calendar days after ship's departure 50%

- Over 30 calendar days after ship's departure 0%

5.3. Performance Objective #3:

LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages).

Any changes after the LogSSR entry must be sent with a summary of the changes to LogSSR for the update.

Method of surveillance: Compare the LogSSR data and PVCR/invoice data.

Level of acceptance:

- No errors 100%

- 1 error 80%

- 2 errors 60%

- 3 errors 40%

- Over 3 errors 0%

5.4 Performance Objective #4:

Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.

Method of surveillance: After each ship visit, the ship submits a port visit cost report indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.

Level of acceptance:

- Satisfied 100%

- Not Satisfied 0%

6.0 METHODOLOGIES TO MONITOR PERFORMANCE

6.1 In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate contractor performance. The Contracting Officer will use, the LogSSR and any input from the requiring activity as sources of comments on the contractor's performance.

6.2 The ships always have the option to communicate complaints to the Contracting Officer as opposed to the contractor. The complaints can be submitted during or after the visit; however the primary document that reports the complaints is the Port Visit Cost Report (PVCR). The Contracting Officer will accept the ships complaints and will investigate.

7.0 QUALITY ASSURANCE REPORTING

7.1. Within 30 days following the end of each quarter, the COR/PCO will prepare a report that shows the level of acceptance for each performance objective reached. An overall goal of 80% is the average of the level of acceptance of each performance objective.

8.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

8.1 The Government shall use the observation methods cited to determine whether the AQLs have been met. The Government will evaluate the results which then may be translated into the specific negative incentives should performance not meet the AQL (for failure performance, see paragraph 9.0)

8.2 The PCO may require the contractor's project manager, or a designated alternate, to meet with the Government personnel as deemed necessary to discuss performance evaluation. The PCO will define a frequency of in-depth reviews with the contractor. However, if the need arises, the contractor will meet with the PCO as often as required or per the contractor's request. The agenda of the reviews may discuss:

- Performance measured by the metrics and trends
- Issues and concerns of both parties
- Recommendations made by the KO based on contractor information
- Issues arising from independent reviews and inspections

8.3 The PCO and contractor should jointly formulate tactical and long–term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the PCO.

9.0. FAILURE TO PERFORM

9.1 The contractor may receive negative past performance ratings or even termination based on failure to perform. The following criteria apply for determining appropriate action:

Termination. If the KO determines that the contractor has failed to perform to the extent that a termination for cause is justified, the KO shall issue a notice of termination, consistent with FAR Part 12.

LIST OF ATTACHMENTS

Attachment 4a. QASP Matrix

QASP Matrix

Attachment 4a Required Service Levels

Required Service	Performance Standards	Method Of Surveillance	Goals
Timely submission of estimates within two (2) working days after receipt of the order.	Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ. The estimates must be itemized in detail, with the appropriate price shown against each contract line item in a format the same as Attachment 2.	E-mail received by the contractor; PVCRs received by the ships, or customer's complaints to verify that the estimate has been provided..	- On time 100% - Up to 2 working days late, but before ship's arrival 80% - 3-4 working days late, but before ship's arrival 60% - Over 4 working days late but before ship's arrival 40% - None before ship's arrival 0%
LogSSR and final cost reports	Periodically check the LogSSR database to verify that the contractor has input all costs associated with the visits and submit all documentation related to the ship's visit.	LogSSR Data-base	- Within 7 calendar days after ship's departure 100% - Within 08-14 calendar days after ship's departure 80% - Within 15-30 calendar days after ship's departure 50% - Over 30 calendar days after ship's departure 0%
LogSSR report accuracy	LogSSR submittals are accurate and complete (as validated with invoices and/or port visit cost report messages)	Compare the LogSSR data and PVCR/invoice data.	- No errors 100% - 1 error 80% - 2 errors 60% - 3 errors 40% - Over 3 errors 0%

Ship's satisfaction of the contractor's services during the port visit as identified in the ship's port visit cost report.	After each ship visit, the ship submits a port visit cost report to indicating performance of the contractor. Areas normally addressed are timeliness, quality, costs, and customer service. This will be the primary means to measuring contractor performance for customer satisfaction.	Ship's port cost visit report, observations, complaints	- Satisfied 100% - Not Satisfied 0%

ATTACHMENT 4 – REQUEST FOR SANITARY INSPECTION

SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
FISC DETACHMENT SINGAPORE
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD, BLDG 7-2
SINGAPORE 759657

Dear Sir:

We are interested in supplying (e.g. specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

LIST AND INFORMATION TO REQUEST FOR INITIAL INSPECTION

- List of products for which approval is requested.
- Establishment letterhead - four places.
- Name of establishment owner.
- Site area size - acres, square feet or square meters.
- General description of the area surrounding the plant site.
- Building description, i.e. material used in construction, age of building(s), size (in square feet or meters), and number of stories.
- Drawing of floor plan of building(s) to include major production areas (for slaughterhoused and dairies only).
- List of major processing equipment.
- Sources of raw materials.
- Output of finished product - average kilograms or tons per day, per week or per month.
- Special codes printed on product packages which identify the establishment, the product, and the date of production or packaging.
- Number of employees.
- Are employees receiving pre-employment or periodic medical examinations? What is the frequency of the periodic examinations?
- Program for employee instruction personal hygiene, food, handling techniques, and food hygiene and safety.
- Cleaning and sanitizing methods, including chemical used.
- Detailed written cleaning and sanitizing program.
- Official water quality certification from the local government, including total aerobic bacteria plate count, coliform count, and chemistry.
- Name of water source.
- Waste disposal program.
- Pest control program.
- Name of inspection agencies which inspect the plant (government and civilian) and frequency of inspections. Are inspection reports available for review?
- Flow chart for the manufacture of each major category of products listed in No.1 above from raw materials to finished products health control points.
- What laboratory examinations are performed on products and plants environment? Are the results available for review?
- Total number of company vehicles?
- Key personnel and point of contact for inspectors.
- Direction to plant.

European Economic community (EEC) and United States Department of Agriculture (USDA) plant establishment number(s).

OC-1 INVOICES AND PAYMENTS

(a) Invoice Content

The Contractor shall submit to the ordering officer an invoice that lists all the expenses incurred by the ship during the port visit. The contractor's invoice shall list items priced under this contract and include subcontractor invoices for all other items not priced in the contract. All invoices submitted shall have all supporting documentation (i.e. trash and CHT certificates, delivery tickets signed by ship's personnel, with a legible signature and printed name and rank, port tariff invoices, invoices for items not pre-priced in the contract, and any other documentation that the supplies/services have been delivered and accepted) and must be submitted in accordance with the paragraph below.

All items listed on the invoices must be completely detailed (i.e., broken down) for quantity, contract unit of issue, unit price, etc. No lump sum amount will be accepted.

The Contractor has the responsibility to keep copies of all documentation submitted to the ship for each visit for all supplies and services rendered and in the quantities invoiced. The Contractor shall keep a copy of all such documentation in one place that will be indicated to the Contracting Officer at the time of contract award. FISC Yokosuka and its detachments contracting personnel may examine these files at any time during the performance of this contract.

The invoices must be easily identifiable as original (i.e. original signature or stamped as ORIGINAL). If an electronic invoice is authorized, the Contractor must certify on the invoice that it is the first time that the invoice is submitted. If the original invoice has been lost, a copy of the invoice may be submitted. This invoice must be marked as 『DUPLICATE COPY』 and a signed and dated statement with a contractor's stamp must be made on the duplicate invoice confirming that payment has not been received.

Each invoice must include—

(1) Name and address of the Contractor;
(2) Invoice number and date issued;
(3) Contract number, Contract Line Item Number, Lot Line Item and , if applicable, the Order Number;
(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(5) If appropriate, the shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on a Government bill of lading;
(6) Terms of any prompt payment discount offered;
(7) Name and address of the official to whom payment is to be sent;
(8) Name, title, and phone number of the person to be notified in the event of a defective invoice;
(9) Supporting documentation (i.e. trash and CHT certificates, delivery tickets signed by the ship's personnel, with a legible signature and printed name and rank, and any other documentation that the supplies/services have been delivered and accepted);
(10) The invoice must be correct and complete and without handwritten figures.
(11) Electronic funds transfer (EFT) information.

The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g. FAR 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration), or applicable agency procedures.

EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

If an item is not included on the original invoice, a supplemental invoice shall be issued with the same number followed by alpha suffix (e.g. Invoice No. 0001/03-A). The same requirements for submittal of the original invoice apply to the supplemental invoice.

If an invoice for an item is not available prior to the ship's departure (e.g. cell phone charges, port tariff items, port dues, etc.), the item shall be listed on the invoice with the words 『TO BE DETERMINED (TBD)』. Once the invoice has been received and the exact amount is known, the Contractor shall issue a supplemental invoice (with all supporting documentation attached) as 『FINAL』 for the final payment. TBD invoices shall not be paid until a 'FINAL' invoice is submitted.

It is the Contractor's responsibility to verify with port authorities and concessionaires that there are no pending charges prior to the ship's departure. This is to avoid any possible future invoices that may be submitted for unknown services to the U.S. Government.

When preparing an invoice the term 『Miscellaneous』 or any similar type description should be avoided. If this is not possible and the Contractor must use the term 『Miscellaneous』 when submitting an invoice, the Contractor shall provide a detailed list of items purchased and item prices on the invoice.

Invoices not in compliance with these instructions are not considered to be proper invoices and may be rejected.

(b) Invoice Submission

The invoice must be submitted to the listed activities in the following order:

(1) To the ship's Supply Officer or his designated representative one day prior to its sailing date. In the event the Contractor is unable to present any invoice to the ordering ship for payment prior to the departure of the ship, the Contractor shall submit invoices and attempt to obtain payment at the ship's next port of call.

(2) If unsuccessful, to the Contracting Officer. In the event the Contractor is unable to present any invoice to the ordering ship prior to its departure, the invoice must be promptly submitted to the CO for payment through DFAS Yokota. In no case should the invoice be submitted beyond 90 days after the ship's departure from the port. The Disbursing Officer will annotate the date the invoices are received for the purpose of calculating any interest due. An exception to the 90-day limit will be given only for charges made by the port authorities or concessionaires, or the host nation authorities, including military authorities. It is the Contractor's responsibility to verify that there are no pending charges and to obtain the invoices from these authorities no later than six months after the ship's departure.

(3) Alternatively, whenever a non-Navy ordering authority orders services under the contract, the Contractor shall submit invoices and all supporting documents to that ordering activity.

(c) Payment of Invoices

Payments under this contract will be made in accordance with the clause FAR 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003).

Payment will be made after delivery and acceptance of supplies or performance and acceptance of services.

『Acceptance』 means the act of an authorized representative of the Government by which the Government, for itself or as an agent of another, assumes ownership of existing identified supplies tendered or approves specific services rendered as partial or complete performance of the contract (from FAR 46.101 Definitions).

Bill payment shall be disbursed through one of the following methods, check, purchase card, submission of invoices to a Defense Finance and Accounting Command (DFAS) via regular mail or electronically through Wide Area Work Flow (WAWF).

The Contractor shall present to the ordering officer or SUPPO all pricing that is firm and finalized one-day prior to the ship's sailing or the ordering activity departure. At that time, the Contractor shall relay any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for these functions shall be the ordering officer or the ordering officer's designated representative. In addition, the Contractor shall present all documentation and invoices from other Contractors subject to provision of services under this contract.

The Contractor shall obtain a signed delivery order (DD 1155) to verify that the services were received and that charges presented in the port visit cost reporting program are correct for payment. This may be accomplished via email from the Ordering Officer or the SUPPO of the ship. The ordering officer shall pay for all supplies and services accepted during the period of performance by one of the aforementioned methods of payment.

In the absence of a delivery order, forward invoices and all documentation regarding inspection and acceptance of supplies and services by the ship's representative with appropriate accounting data to the Administrative Contracting Office.

(d) The Government will not make direct payments of VAT to the host nation nor will it withhold taxes, including VAT, from invoices for orders that are submitted to the husbanding services contractor by the Government. Payment of appropriate taxes required as part of conducting business in the specific country at which a port visit takes place are a responsibility of the husbanding services contractor. Offerors are further directed to FAR 52.229-6, Taxes-Foreign Fixed-Price Contracts (JUN 2003), which is included in the solicitation.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 32

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	07-Apr-2011	N4034510RCSG0022	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-11-D-0002
	X	10B. DATED (SEE ITEM 13) 29-Oct-2010
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nysjll011113685

1. The purpose of this modification is to incorporate SUBGROUP 7 authorized ordering officers under this contract.
2. See PWS "DESCRIPTION OF CONTRACTUAL SCOPE" paragraph 3 highlighted in yellow.
3. As a result of this change there is no change in the amount of the contract.
4. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
_____ (Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 07-Apr-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:
PERFORMANCE WORK STATEMENT

A. DESCRIPTION OF CONTRACTUAL SCOPE

1. The geographic scope and region covered by this contract includes the following ports:
   Lot 1 – Noumea, New Caledonia
   Lot 2 – Honiara, Solomon Islands
   Lot 3 – Nuku Alofa, Pangai, Tonga
   Lot 4 – Koror, Palau

2. This contract is a Firm-Fixed-Price Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract for the provision of maritime husbanding support. It is not for husbanding agency. The holder of this contract is a U.S. Navy contractor or Husbanding Service Provider (HSP). The holder of this contract is not an agent of the U.S. Navy and does not have the authority to bind the U.S. Navy. Maritime Husbanding Support is defined as: Providing supplies and services as defined in the Performance Work Statement of the contract in support of U.S. Vessels within a port area.

   a. This support is provided by a Husbanding Services provider from a standard list of services under contract.
   b. For items not supported by existing supply chains: e.g. fuel, subsistence, etc.

3. Users authorized to use this contract are United States Navy Commands, United States Marine Corps (USMC), Military Sealift Command (MSC), United States Coast Guard (USCG) and SUBGROUP SEVEN. Other users including the United States Army (USA) shall require specific authorization from the Contracting Officer to use this contract or have a Contracting Officer's Representative designated.

4. This contract is for a period of twelve (12) months and also includes FAR52.217-8 OPTION TO EXTEND SERVICES clause. If the six (6) month extension of performance of services is exercised under FAR 52.217-8, the maximum duration of this contract is 18 months.

5. The HSP shall assure that supplies and services arranged on behalf of the authorized ordering officer conform to the general requirements of the contract in accordance with this PWS. The HSP shall assist the SUPPO or authorized ordering officer with resolving any problems in meeting the requirements.

6. Minimum guarantee for this contract is US$20,000.00 and the maximum value (maximum quantity) of this contract is US$4,000,000.00.

B. QUALITY

1. The HSP shall provide goods and services at requested delivery times at fair and reasonable prices to ships and other authorized users making port visits, provide continuous oversight of costs and performance throughout the area covered by this contract, and make meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. This contract and PWS do not specify how the

HSP is to perform, but instead provide measurable performance standards, which are established in the Quality Assurance Surveillance Plan (QASP) to monitor contract performance during each ship's visit.

2. The percentile goals in the QASP are fixed for each factor. The failure of the HSP to meet the percentile goal for any factor will be investigated and evaluated by the Contracting Officer. The HSP will be given the opportunity to refute an adverse assessment prior to finalizing the metric for a quarter.

C. PRICING – SEE ATTACHMENT 2

1. The services described in this PWS are performance based. All prices as a result of this contract are firm-fixed prices. With the exception of Port Tariffs, pricing for all supplies/services shall, include at a minimum, unless otherwise specifically provided on an applicable price schedule, all necessary equipment, licensed operators, all liability insurance as required by local laws, holiday and overtime costs, customs clearances, mobilization, demobilization, removal, disposal, pre-positioning, staging, vetting of operations, fuel and operating expenses associated with performing the entire cycle to deliver and dispense with the logistic services described in this contract. In layman terms, all services are 'all inclusive' of all pricing variables and contingencies unless specifically stated otherwise in the pricing. These Fixed Prices shall also include performance at night, overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, other inclement weather, or service to tankers and ships carrying explosives. These requirements do not include performance during typhoons except where ships are required to depart in advance of typhoons as part of a typhoon evasion plan. Performance is not required during periods when operations have been suspended by host nation port authorities. The HS Contractor will not be liable for performance delays and will be entitled to payment for services (at the rate quoted in the Attachment 2 schedule for that line item) provided during periods where operations have been suspended by host nation port authorities. The HSP shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the U.S. Government.

2. Fees for Husbanding Services cover regular and overtime labor of contractor personnel supporting the ships plus indirect expenses, including all management, overhead and office expenses as well as profit.

3. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and/or labor is along-side the vessel and capable of operations. For the purposes of this contract, one (1) day is equal to 24 hours and begins with the performance of service. For example, service from 1800 until 1800 the next calendar day is equal to one (1) day of service. In cases where the billing unit is 'day' and a full day of service is not used by the Ordering Activity, the HSP shall be entitled to bill for one day of service. For example, if a sub lot line item with a billing unit of day were ordered and used for 30 hours, the HSP would be entitled to bill for two days of service. In cases where the ship does not arrive at the time specified in the ordering LOGREQ and services are made available based upon the time requested in the ordering LOGREQ, billing for services may commence at the time requested by the Government unless notice of cancellation is provided by the Ordering Activity or the organization authorized to pass this information on behalf of the Ordering Activity.

4. When the HSP obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list, then the HSP shall be reimbursed for the published price of the item. The HSP shall not be paid an amount in addition to the published price of the item. A copy of the published price list shall be provided to the Ordering Officer or Contracting Officer, if requested.

5. Repositioning is defined as: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions. Where a ship is

at anchorage and the Ordering Activity requests repositioning of equipment, the HSP may be entitled to additional fees for repositioning to be determined by use of:

a. Prior agreement of the Ordering Officer in cases where the total repositioning costs do not exceed $3,000
b. Prior agreement of the Contracting Officer in cases where the total repositioning costs exceed $3,000.

6. Port Tariffs: The HSP will be fully reimbursed for Port Tariff items. Port Tariffs will apply to those services which are based on Port Tariff rates established and controlled by Port Authorities. English translated copies of the Port Tariffs must be submitted to the Supply Officer of the ship entering a specific Port.

7. Purchase Card Surcharge: The U.S. Government reserves the right to make payment by purchase card. All purchase card surcharges will be identified as a separate entry on each invoice. Surcharges are not authorized for priced items as the fixed price must include the use of the purchase card.

D. SHIPS'S LOGISTIC REQUIREMENTS (LOGREQ)

1. U.S. Navy ships and other activities authorized to pass LOGREQ requirements on behalf of Ordering Officers will provide, via e-mail, a copy of the unclassified "logistics requirements" (LOGREQ) message directly to the HSP. This LOGREQ may include logistical requirements that are pre-priced under the contract and logistical requirements that are pre-priced under the contract. The LOGREQ is an order for logisitical requirements that are pre-priced under the contract. The HSP shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning price performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Operations Officers, and FISC.

2. After receipt of a LOGREQ the HSP shall make such arrangements for pre-priced items as necessary with port authorities, other U.S. Government Contractors, and other commercial firms to provide supplies and services requested. The HSP shall confirm receipt of the ordering LOGREQ (to the activity who provides the LOGREQ to the HSP) within 24 hours. Confirmation of receipt shall be made by email to the activity passing the LOGREQ.

3. The HSP shall furnish to the ordering activity and FISC Yokosuka Contracting Officer a pre-arrival cost estimate in response to the receipt of a LOGREQ. This estimate will be prepared using the **Attachment 2** spreadsheet format, and will include estimated prices for items submitted on the LOGREQ pre-priced in the contract. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff." This estimate shall be provided to the ordering officer and FISC Yokosuka Contracting Officer via email within (48) hours of receipt of the LOGREQ. This report shall also include cost saving or avoidance recommendations and will explain any anticipated "additional" costs. A LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

4. Ships will not provide force protection requirements in an unclassified LOGREQ message. The activity to which this message is addressed will contact the HSP and pass the ship's force protection requirements for action. The HSP shall confirm with the ship that these force protection requirements received have been actually ordered by the ship prior to beginning performance. The ship's Supply Officer (SUPPO) or Commanding Officer may also request additional force protection requirements not covered by the force protection LOGREQ by email, telephone, or personally upon the ship's arrival. The HSP shall coordinate with the SUPPO before providing any additional force protection. If any other activity or individual orders force protection services (i.e. NCIS, etc) not covered in the ship's force protection LOGREQ provided to the HSP, the HSP is required to immediately inform the ship and receive confirmation prior to beginning performance of these services. Organizations such as NCIS and DAO are not authorized Ordering Officers under this contract unless specific authorization is given by the Contracting Officer, therefore, they have no

contractual authority to place orders. Any services provided in this contract ordered by an entity otherwise described in this contract shall be provided at the HSP's own risk and shall result in no additional cost to the government.

5. If a ship requires supplies and services during the course of a port visit that are not included on the schedule of supplies and services at Attachment 2 as pre-priced, (PT(port tariff), TBD, or NSP (not separately priced), the supplies and services will be acquired separately from the contract.

E. ADVANCE LOGISTICS RESPONSE TEAM

1. In the event that a Logistics Response Team for a ship arrives in port prior to a ship's arrival, the HSP will assist the logistics response team by providing logistical support and coordinating all requirements.

2. When the HSP provides support for a Logistics Response Team so that it can perform its mission, the HSP shall bill at the "Subsequent Days" daily rate for husbanding services for each day of support provided "in person" to the logistics response team.

F. INITIAL BOARDING

1. The HSP shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival. All HSP personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port. All correspondence shall be in English. The HSP is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered. Upon initial boarding the HSP shall provide all emergency telephone numbers, i.e. police, hospitals, firefighters, shipboard generated industrial waste (SGIW) disposal and hazardous material (HAZMAT) and oil spill response. The HSP shall visit the ship at least once per day and shall be available on call at all times (24 hours per day, seven days per week) to assist the ship with requirements and to resolve problems.

2. The HSP shall brief the ordering officer(s) about ordered services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HSP shall provide its POC information with 24-hour contact phone numbers.

3. The HSP shall provide the ordering officer(s) with copies of applicable port tariffs and current prices for frequently ordered services, and with any other information provided by other government agencies for distribution. The HSP shall be prepared to take additional ships' orders for supplies or services not placed in the ordering LOGREQ.

G. ORDERING SUPPLIES AND SERVICES AFTER RECEIPT OF A LOGREQ

1. After receipt of a LOGREQ, the HSP must first use Host Nation (HN) services and supplies that can be provided free of charge by the host nation. If services and supplies are not available free of charge from the host nation, they must be provided if within the scope of this contract. The Contracting Officer will be notified if there is a question regarding the scope of the contract. U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or, if the port-provided supplies and services are less expensive than similar services provided by the HSP or its subcontractors, or finally provide it themselves to include subcontractors. Where the reasonable cost of mobilization/demobilization for U.S. Government owned equipment exceeds the quoted price of the sub lot line item it is intended to replace, the HSP shall use the least cost alternative to meet the requirement. If, for any reason, an item that would otherwise be provided by the Government, host nation, or port authority

is not available, that item shall be provided by the HSP at the price quoted in the **Attachment 2** pricing schedules.

2. Passing Requirements to other U.S. Government agencies or contractors: The HSP may be required to coordinate and pass orders on behalf of the ship, to include transmission via fax or e-mail, to other U.S. Government Supply Chain agencies or contractors holding U.S. Government contracts (e.g., Defense Supply Center Prime Vendor (DSCP) or DLA-Energy for various supplies and services required. Any disputes or discrepancies arising from the order will be resolved directly between the ordering officer and the other agency or Contractor(s).

3. Money Exchange Services: The HS Contractor shall arrange for authorized moneychangers to exchange U.S. dollars for ship personnel into local currency. Money Exchange services shall be made available onboard ship to crewmembers at least two hours daily with buy-back service on the day before the ship's departure. The moneychangers may include a commission of not more than plus or minus 1.5% difference from the Official Exchange Rate. A locally-available and verifiable currency exchange rate may be used as the Official Exchange Rate. Verification of the exchange rate shall be provided to the Ordering Activity at the time of service. The HS Contractor shall maintain adequate records justifying its basis for determining the Official Exchange Rate and shall make those records available to the U.S. Government upon request. This Official Exchange Rate will be used for financial conversions not covered by payments in U.S. dollars.

4. Laundry Services: The HS Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Laundry and dry cleaning services that are required by the ship from the laundry and dry cleaning vendor will be ordered from the vendor by the ship. Payment for services will be made by the ship to the vendor rather than through the HS Contractor. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure. The HS Contractor shall assist in resolving vendor billing discrepancies.

5. Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

6. Immigration, Customs and Visa: The HS Contractor shall assist ship personnel with immigration, customs and visa requirements into the country of the port visit.

7. Medical Emergencies: If requested, the HS Contractor may be required to make arrangements for emergency medical treatment of ship's crewmembers while the ship is in port. In cases where a member is airlifted into a port by the ship, the HS Contractor, in coordination with the U.S. Consulate/Embassy, will arrange for proper medical care until the member can be returned to the ship, or evacuated to the United States. If there are costs associated with arranging these services, the HS Contractor shall obtain approval from the SUPPO/Contracting Officer prior to providing the support.

8. The HS Contractor shall facilitate the ship's timely departure. The HS Contractor shall provide timely invoices of provided services and supplies to the Supply Officer at the time of the pre-sailing visit. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided. The HS Contractor shall remove all provided equipment.

9. The U.S. Government will not pay the HSP for any personal requests from individual crewmembers, whether military or civilian.

    a. Morale Welfare and Recreation (MWR) Services: The HSP may be required to assist the ship in booking MWR trips, tours, hotel accommodations, or other MWR type items

    b. If another U.S. Navy authorized Information, Ticket and Tours (ITT) contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests

to the authorized ITT Contractor. If awarded, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

10. Pre-Departure Visit / Bill Payment: The HSP shall schedule a visit to the ship one day prior to its departure date in order to present invoices which can be validated, accepted and certified for payment. Written receipt for acceptance of all goods and services shall be obtained during this visit. The ordering activity shall provide a check for all **finalized** invoices prior to departure where the content of the invoice is not disputed. The HSP shall obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure. The HSP shall relay at that time any late information on pilot and tug schedule changes and any additional information applicable to the ship and its departure.

H. UNIQUE / PARTICULAR SITUATIONS

1. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within 3 days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back on Saturday, Sunday or Monday, it will be charged subsequent day fees. If the ship comes back Tuesday, it will be charged the first day rate).

2. If a ship comes into port and does not notify the HSP or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days as applicable.

3. The HSP is required to be able to simultaneously husband ten (10) separate ships throughout the Region, to include two (2) large ships in a single port simultaneously (e.g., two aircraft carriers).

4. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HSP shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office.

5. Short Notice Orders: If orders are issued less than 48 hours prior to the required time for the start of performance, the HSP shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

I. CANCELLATION OF ORDERS

1. Unless otherwise provided herein, in the event an order, or any portion of an order, is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. If several deliveries are required to satisfy an order or portion of an order, i.e., garbage pick-up and disposal on each of five days, then the 48-hour notice period shall be computed from each of the required delivery dates. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled "Termination for the Government's Convenience (FAR 52.212-4)", of the clause entitled "CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS."

2. In rare cases, when ordering items requires long lead times, the Government may apply the Termination for the Government's Convenience clause as referenced above even though an order was cancelled prior to 48 hours before a required delivery.

3. In every case, the HS Contractor is responsible for taking all necessary steps to mitigate the U.S. Government's damages or termination costs. As part of its mitigation, the Government reasonably expects that the HS Contractor shall consider these cancellation rights as it enters into agreements with its subcontractors and suppliers.

Note: Although a supply or service may be described as part of the line item descriptions, the only items that are being acquired under the contract are the supplies and services that are listed on the price schedules for each lot.

J. LINE ITEM DESCRIPTIONS –

LINE ITEM XX01 - FIRST DAY/SUBSEQUENT DAY HUSBANDING SERVICES (ANCHORAGE AND PIERSIDE)

1. The HSP shall provide husbanding services to ships visiting the ports in the Region covered by this contract. Line Item XX01 requires that the HSP perform all services and provide all supplies necessary to fully comply with the tasks and responsibilities described at paragraphs A-H above unless a task or responsibility is specifically included in a separately-priced Line Item below. The HSP's responsibilities under these Line Items start prior to the arrival of the ship and continue after the ship's departure.

2. The husbanding fee is based on the First Day and Subsequent Day(s) of the ship visit. A husbanding fee may be provided to the HSP for services rendered prior to the ship's visit, i.e. assistance to the ship's logistics response team.

3. The HSP is responsible for providing and coordinating the FP services described in paragraphs 2-6 and 8-15 of the PWS description for Line Items XX13, xx14, and xx15 as part of their Husbanding Services under Lot Line Item XX01.

LINE ITEM XX02 - TRASH REMOVAL

1. Trash removal service is the collection and disposal of refuse (i.e., trash) including liquid, semi-liquid, or solid garbage. Refuse does not include explosives and incendiary waste, or waste contaminated by medical and radiological processes.

2. The HSP shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse.

3. For ships at pier side, the HSP shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulation, or barges alongside the ship. The HSP shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.

4. For ships at anchorage, the HSP shall remove trash at the times agreed to by the HSP and Supply Officer. For trash collection at anchorage, the trash barge shall be available 24 hours a day (when not contrary to law or port regulation) with suitable self-fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

5. For trash collection by barge, the HSP shall provide trash barges/scows (with tug service if barge is not self-propelled) for ships at anchorage. The barges shall be completely empty at time of arrival at the ship. In situations where an empty barge is not available, the HSP shall provide a system to measure the volume of trash deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of the trash. The HSP shall have ready access to sufficient barges and equipment to support multiple ships at anchorage simultaneously. The barge's crew shall be entirely responsible for the tending of lines and for barge's security. The movement of trash from the ship to the barge shall be performed with care by the ship's sailors.

6. In instances of bad weather or emergency where the ship must depart on short notice, the HSP shall remove barges within four hours of being directed to do so by the ship. Should a vessel with a trash barge alongside experience an emergency where the ship must depart, the SUPPO will advise the HSP at least four (4) hours in advance for the barge pick-up.

7. The HSP shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The HSP is also responsible to follow any environmental regulations required by each country. The HSP is required to keep all disposal certificates and shall make them available to the Contracting Officer upon request.

8. Refuse containers, when used and when emptied, shall be returned to their original position with the lids (if any) replaced thereon.

9. The HSP shall be paid based on the ACTUAL CUBIC METERS of trash removed.

10. Where trash is required to be segregated, the Ordering Activity shall be required to segregate the material at the time of disposal. The HSP shall be responsible for providing separate containers for each vessel, clearly marked with the required categories and for informing the Ordering Activity, upon arrival, that segregation is required. If the Ordering Activity does not segregate trash as required, the HSP shall inform the Ordering Activity and Logistic Support Representative (LSR) prior to departure and bill for the cost of trash segregation within 48 hours after the vessel's departure.

LINE ITEM XX03 – FLEET LANDING

1. When ordered by the ship, the HSP shall furnish services/supplies for the fleet landing area. The following is a list of the basic supplies and services that a ship may need.

2. FLEET LANDING. HSP shall provide the sub-line items specified in this Line Item and shall provide a unit price for each sub-line item. The unit price shall be per day for each item. Mobilization/demobilization charges shall be included in sub-line item price. Fleet Landing services include the following:

    a. PORTABLE TOILET UNIT SERVICES. The unit price shall be for a single commode and one (1) urinal. The daily rate shall include pumping and cleaning as many times as necessary to ensure clean, sanitary condition and providing all chemicals, cleaning products and toilet paper. The HSP shall check toilet facilities at least every six (6) hours to ensure cleanliness.

    b. PORTABLE ELECTRIC GENERATORS. The HSP shall provide a portable, gasoline powered, electric generator capable of supplying power to portable lighting and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). Generator shall be at least 5KW with circuit breaker protector. Daily rate includes fuel, oil, and necessary consumables to operate the generator, transportation, set-up, dismantling and labor.

    c. Chairs (each per day)

d. Long tables - approximately 2 meters in length (each per day)

LINE ITEM XX04 – BROW SERVICES

1. BROWS

   a. Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The HSP shall provide the brows specified in the schedule as ordered by the ship. A range of brow sizes is provided in each of the sub lot line items of lot line item XX04. All brows provided by port authorities, host nation, or US Government shall be billed at cost as port tariff items. Mobilization, demobilization, setup and placement shall be included in the proposed unit price of all XX04 sub lot line items.

   b. Due to the height difference between the submarine deck and pier, the HSP provided submarine brow must afford personnel a smooth and safe transit when entering or exiting the submarine deck. The submarine brow must be capable of supporting shore power cables without damaging the cable.

2. MOBILE CRANE SERVICES

   a. The HSP shall provide mobile crane services (shore crane) with operator(s). The HSP shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HSP shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each mobile crane ordered.

   b. Crane services under this Line Item are for land cranes only.

3. FORKLIFT SERVICES

   a. The HSP shall provide forklift services with operator(s). The HSP shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. Upon the Supply Officer's request, the HSP shall provide information concerning forklift/lifting capacity. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HSP shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered.

LINE ITEM XX05– SHIP MOVEMENT SERVICES (PILOTS, TUGS, LINEHANDLERS)

1. The HSP shall arrange pilots, tugs, and line handlers as ordered. The HSP shall coordinate with port authorities, as necessary, to ensure that the services are available at the times requested. It should be noted that the port authority or other authorized sources provide these services, and are, therefore, to be priced in accordance with current tariff rates.

2. The HSP shall provide tugs to bring ships to and from berthing locations. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

LINE ITEM XX06 - WATER FERRY/TAXI SERVICES

1. The HSP shall provide water taxis to transfer ship personnel to and from the ship and the fleet. At the commencement of service, the HSP is required to advise the ship of scheduled breaks and any changes to the taxi service schedule. The HSP shall provide water taxi service when the vessel is expected to be at anchorage for twenty-four (24) hours or more. Water taxi service shall be always available, with the exception of inclement weather, during the two (2) one-hour meal breaks and during refueling.

2. Taxi water service shall include a minimum of two (2) qualified operators (a driver and one other operator), any other helpers or crew members required by local authorities, all insurance, fuel, holiday surcharges, overtime, and other operating expenses. Operator qualifications are set forth in paragraph (14) below.

3. Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the ship. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection. The HSP shall be entitled to a six (6) hour minimum rental fee in cases where actual usage is less than six hours per day.

4. If the HSP cannot provide the size of water taxi ordered, the HSP shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event the ship will be charged for the size of the water taxi ordered. For example, if one (1) 250-pax water taxi is ordered and is not available, then two (2) 125-pax water taxis shall be provided for the rate of one (1) 250-pax water taxi, if acceptable to the Ordering Officer.

5. The HSP shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the port or the country in which the port is located. Apart from compliance with local laws and regulations, the HSP shall meet all additional requirements as set forth throughout the PWS. Water taxi shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, and fitted for service required. Further, water taxi shall be in a clean condition when presented for service and shall be free of debris.

6. Each water taxi shall be equipped with at least one clean and serviceable life jacket for each passenger and crewmember, and all jackets shall be stowed in a readily accessible place.

7. Except as otherwise specified herein, the service shall include all equipment needed to transport personnel between the vessel anchored in the outer harbor, or in the inner harbor, fleet landing, or any designated pier or berth within the port. If it becomes necessary to change the landing point of the water taxi (pier or berth) within the port, the HSP shall dock at the new landing point. In the event this occurs, it will be considered to be a “Change” to the contract.

8. All water taxis used by the HSP shall provide overhead covering.

9. Before the commencement of any services under this contract, the HSP shall make the water taxi available to the Ordering Vessel’s Commanding Officer or designated representative for inspection.

10. The following information shall be conspicuously posted in each water taxi shall be in English and the language of the country in which the port is located:

    a. Current operator’s/captain’s license.
    b. Passenger/weight capacity limits notice.
    c. Location of life jackets and other life saving equipment.
    d. Location of all exits indicated in large letters.
    e. Emergency procedures.

11. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

12. The consumption of alcoholic beverages shall not be permitted aboard the water taxi.

13. Operator Qualifications: All personnel or employees of the HSP operating water taxis, shall have all certification required and issued by the law of the country in which the port is located for the operation of the type, class, or size of water taxi being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the water taxis are to be operated to ensure the water taxis are operated in a safe and seaworthy manner. At least one operator on each boat must speak English.

14. Security: During the term of this contract, the ship(s) to be serviced will provide adequate and sufficient security personnel for maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the ship's Commanding Officer or designated representative. When such naval personnel are embarked in a HSP-operated water taxi, he will be responsible for the good order and discipline of naval personnel.

15. In the event of a water taxi breakdown, immediately prior to, or during a trip, the HSP shall immediately provide a replacement water taxi that complies in all respects with this contract, at no additional cost to the U.S. Government. If a water taxi is not operable when required under this contract, the HSP shall immediately provide at no additional expense to the U.S. Government, a replacement water taxi which complies in all respects with this contract.

16. Any personal articles or items found on the water taxi after completion of each trip shall be turned over to the ship's Security Officer or his direct representative.

17. To verify a claim by the HSP for any damage or destruction caused by the U.S. Government, it shall be the responsibility of the HSP to ensure that the water taxi is jointly inspected before and after each trip by the HSP and an authorized representative of the U.S. Government.

18. When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

19. Inspection and acceptance criteria for water taxi services. The Commanding Officer or his designated representative of the ARMY/USS/USNS/USCG ship shall inspect and accept all liberty boats/water taxis prior to transporting any personnel. Each order for liberty boat/water taxi services is made on the basis that the request is to be considered a final order/obligation of the US Government only after each water taxi has been inspected and accepted by the ship's representative. The ship's Commanding Officer is solely responsible for the safety of his crew and the subsequent acceptance of liberty boat/water taxi services. The following features or components may be inspected prior to acceptance. The following items must be functional and in safe operating condition:

    a. HULL
        i. Watertight integrity of weather decks, bulkheads, watertight closures and interior hull structure.
        ii. Superstructure (including masts and stacks).
        iii. Railings, bulwarks and their attachment to hull, especially guardrails and lifelines.
        iv. Provisions for drainage of seawater from exposed decks.

b. MACHINERY
   i. Main propulsion and auxiliary machinery essential to operation of craft.
   ii. Sea and bulkhead closure valves.
   iii. Bilge suction strainers and dewatering systems bilge pumps to be tested by operation.
   iv. Bilges free of flammable liquids.

c. ELECTRICAL
   i. Cables.
   ii. Navigation, deck and emergency lighting.
   iii. Rotating electrical machinery, e.g., generators and motors.
   iv. Storage batteries.

d. LIFESAVING EQUIPMENT
   i. Life preservers sufficient number for maximum capacity of craft, accessible and in satisfactory condition.
   ii. Life raft(s) and hydrostatic release (where applicable) sufficient for maximum capacity.
   iii. First aid kits, life rings and distress lights.
   iv. Distress signaling devices.

e. FIRE FIGHTING EQUIPMENT
   i. Fire pump passes fire pump pressure test.
   ii. Portable fire extinguishers (eg. CO2 cylinders)

f. STEERING APPARATUS

g. MISC SYSTEMS AND EQUIPMENT
   i. Harbor charts.
   ii. Ground tackle and mooring lines.
   iii. Whistle/fog horn, bell.
   iv. Compass.
   v. Radar.
   vi. 2 way radio capable of bridge to bridge communications.
   vii. Current licenses.

20. The HSP shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for U.S. Government review and inspection.

LINE ITEM XX07 – GENERAL CHARTER & HIRE ITEMS

1. YOKOHAMA OR COMPARABLE TYPE FENDERS

   a. The HSP shall furnish Yokohama or comparable type fenders for all classes of ships in accordance with the Schedule of Supplies and Services. Fenders provided shall be appropriate and safe for the class of ship and pier configuration. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee PER Yokohama or comparable type fender. All costs associated with installation, and removal of one fender, as well as round trip costs associated with transport of the fender from another port or storage location, if required, are to be included in the proposed line item price.

   b. Rental is on a daily (24-hour) basis, per fender. The HSP shall be responsible for securing the fenders to the pier.

c. The HSP shall provide fenders with a minimum of two (2) mooring lines.

2. CAMELS, BREASTING, AND FENDERING BARGES

a. The camels shall be flat surface platforms to be placed alongside the pier and sufficiently capable of breasting the ship away from the pier or from other ships.

b. The HSP shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3. LANDING BARGES

a. The landing barges shall be flat surface barges for positioning at the stern or side of the vessel to serve as a loading/unloading platform for water taxi personnel or cargo; they shall not interfere with the operations of the ships' elevators or other equipment. Although landing barges are primarily used for class IV and V vessels, they may be ordered for use with any class vessel.
b. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

4. OILY WASTE REMOVAL (TRUCK AND BARGE)

a. Oily Waste is defined as any liquid petroleum product mixed with wastewater and/or oil in any amounts, which, if discharged overboard, would cause or show sheen on the water. The HSP shall dispose of any combination of oily waste and grey water as oily waste.

b. Oily Waste is measured by Cubic Meter (1CM = 264.2 Gallons). The HSP shall submit, as an attachment to the invoices for disposal services, a document verifying the quantity collected and the name of the disposal plant where the oily waste have been or will be disposed.

c. The HSP shall comply with the environmental requirements of each country where oily waste is disposed and shall be liable for any costs incurred as a result of the HSP's failure to comply with such requirements. The HSP shall keep all disposal certificates and shall make them available to the Contracting Officer upon request. If the ship concurs with the volume, the ship will pay for the entire amount.

d. Oily Waste Removal involves the collection of Oil and Aggregate Water generated by the ships. The requiring vessel will pump this waste into HSP-provided tanks or barges. The HSP shall provide all equipment and facilities required to remove oily waste, including hoses and connections compatible with the ship being serviced. The HSP shall provide hoses of sufficient length from equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

e. In all cases when a ship orders oily waste disposal services, the HSP shall invoice and will be paid the for a minimum daily quantity of 60 CM for providing the disposal services, even if the oily waste quantity pumped and disposed that day is less than the 60 CM minimum quantity.

f. In the event the HSP subcontracts oily waste disposal, the HSP shall be liable for any costs incurred as a result of the disposal operator's failure to comply with local requirements.

g. The HSP shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed. The Government reserves the right to independently verify the volume of discharge using certified flow measuring devices. The Government reserves the right to request a written statement from the HSP describing the method of measurement used to determine the amount of Oily Waste removed from the vessel.

h. When removal is done via barge, the HSP shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. The HSP shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements.

5. INTERPRETER SERVICES

a. The HSP shall provide interpreter services when ordered. The interpreter shall be fluent in both spoken and written local language and English.

6. PRATIQUE

a. The HSP shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

7. STEVEDORE SERVICES

a. The HSP shall provide stevedores for general labor. Billing shall be at the hourly rate for worker.

8. PORT DUES

a. In some countries, the port authority or concessionaire charges port dues to the visiting ship. The port dues may be based on the length or based on the gross tonnage of the ship. Only 'FINAL' invoices will be accepted for payment.

LINE ITEM XX08 - COLLECTION, HOLDING, AND TRANSFER (CHT)

1. The HSP is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships throughout the area covered by this contract. The HSP shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The HSP shall be responsible for the supervision of the collection, transportation and disposal services to avoid any overflow of waste on the barge and at the pier. Services shall commence upon ship's arrival whether, at anchor or pierside. The HSP shall pre-position CHT barges, when necessary, in accordance with force protection or other requirements.

2. The HSP shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3. The HSP shall remove sewage from the ship in HSP-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

4. The HSP shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT. The Government reserves the right to use its own metering device to verify measurement of sewage discharge.

5. The HSP shall provide CHT hoses of sufficient length from HSP equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6. The HSP shall properly dispose of all sewage whether by pier-side or at anchorage.

7. The CHT service shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the HSP shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT.

8. The HSP shall submit, as an attachment to the invoices, a document (certified by the ship's personnel) that indicates the quantity collected and the name of the disposal plant where the CHT will be disposed. The Government reserves the right to independently verify the actual volume of CHT discharged using a certified flow measuring device provided by the HSP. The Government reserves the right to request a written statement from the HSP describing the method of measurement used to determine the amount of Oily Waste removed from the vessel.

9. The HSP shall follow any environmental regulations required by each country. If the ship concurs with the volume, the ship will pay for the entire amount.

10. The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the HSP's report in writing. The HSP is also responsible to keep all disposal certificates and shall make them available to Contracting Officer upon request.

11. When CHT removal is via barge, The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

In all cases when a ship orders CHT disposal services, the HSP shall invoice and will be paid the for a minimum daily quantity of CHT for providing the disposal services, even if the CHT quantity pumped and disposed that day is less than the 60 CM minimum quantity.

LINE ITEM XX09 - FRESH POTABLE WATER

1. Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

   a. Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See below:

1. Contaminant levels for inorganic chemicals (effective 1 January 1993)

CONTAMINANT	*MCLG (mg/L)* [1]	*MCL (mg/L)*	*AL (mg/L* [2]*)*

CONTAMINANT	*MCLG (mg/L) [1]*	*MCL (mg/L)*	*AL (mg/L [2])*
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0		.015 [4]
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
TOTAL NITRATE AND NITRITE (AS N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE :	4	4	

(1). Maximum contaminant level goal (MCLG). The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are nonenforceable health goals.

(2) Action level (AL). Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90th percentile" level is greater than 0.015 mg/L).

2. Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
1,2 - DICHLOROETHANE	0	0.005
1,1 - DICHLOROETHYLENE	0.007	0.007
PARA - DICHLOROBENZENE	0.075	0.075
1,1,1 - TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.6
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 - DICHLOROPROPANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES (TOTAL)	10	10

3. Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) effective 01 January 1993))

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3- CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S (AS DECACHLORBIPHENYL)	0	0.0005
ALDICARB	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10[(1)]

[(1)]. The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

4. Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites that are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Reference (d) contains sampling requirements for the Navy public water system.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Autoanalysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the multiple-Tube Fermentation (MTF) Technique, and the membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use is included in reference (1).

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, except where the State waives this requirement on a case-by-case basis.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the State may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before, unless the MCL has been violated and the system has notified the State (in which case the State may reduce or eliminate the requirement to take the remaining samples).

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms. Or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements that apply when a sample is fecal coliform-positive.

5. Turbidity The MCL for turbidity applies to both community water systems and noncommunity water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at State option).

b. Five turbidity units (maximum) average for 2 consecutive days.

c. These requirements apply to filtered systems until 29 JUNE 1993. The requirements apply to unfiltered systems that the State has determined, in writing, must install filtration until 29 June 1993 or until filtration is installed whichever is later. After the above dates, consult the latest edition of 40 CFR 141.

6. The MCL for Radiological Contaminants are:

Gross alpha particle activity including radium 226 but excluding radon and uranium . . . . . .15 pCi/L
Combined radium-226 and radium 228 . . .. .5 pCi/L
Tritium . . . . .20,000 pCi/L
Strontium-90. . . . . 8 pCi/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

7. Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

b. Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

a. These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at these websites: http://www.epa.gov/OGWDW and http://www.tdh.state.tx.us/bfds. The HSP shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

b. The HSP shall provide for the delivery of fresh potable water to the ships as ordered. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, CERTIFIED METERING DEVICES.

c. Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraphs (2)(a) and (2)(b) above. If the water source does not meet the requirements of potable water, the HSP shall be required to provide water from an alternate approved source at no increase in the contract price.

d. Potable water pierside shall be delivered by pipeline if available. If a vessel is at anchorage SUBLINE ITEM XX09AC applies.

2. The HSP shall be paid based on the ACTUAL METRIC TONS of potable water received on the ship. The Government reserves the right to require a written statement from the HSP describing the method of measurement used to determine the amount of potable water provided to the vessel.

LINE ITEM XX10 – SHIP UTILITY SERVICES

1. SHORE STEAM

a. The HSP shall provide shore steam to the ship. This sub lot line item is performance-based. Shore steam provided to the ship may be provided by any means (boiler or generator) so long as the pressure of steam delivered to the vessel is approximately 100 PSI (standard commercial pressure) and of acceptable quality for the vessel. Pricing for provision of shore steam shall be on a TBD basis and should include the boiler or generator, fuel for the generator, mobilization/demobilization, hoses, and adapters appropriate to the vessel type, and water (where required) for the generator or boiler. This item shall be billed on a daily basis.

2. OIL BOOMS

a. The HSP shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom. Billing for LINE ITEM XX10AA & XX10AB shall be per meter. For example, a 300-meter oil boom would be billed at 300 meters per day.

b. Oil Booms are intended to act as a precautionary measure in case of inadvertent leakage from equipment otherwise in sound operating equipment. Oil booms are also intended to mitigate the environmental damages that may otherwise result from inadvertent leakage. The HSP shall notify the Ordering Activity, upon receipt of a LOGREQ request, if deployment of an oil boom at the proposed mooring location is contrary to host nation or port authority regulation so that the order for the oil boom service can be cancelled. Cleanup and disposal of oil is a port authority function. If the HSP incurs charges for these services, they shall be billed as port tariff items on a reimbursable basis.

3. SHORE POWER (INCLUDES CABLES, CONNECTION, FUEL, AND OPERATORS) 450-480V, 60 HZ

a. The HSP shall provide shore power to the ship using a port-provided, permanent connection system or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels. The HSP shall provide all cables and make all power connections between the generator and ship. The availability of shore power shall be in accordance with the schedule established by the ship.

b. Sub Lot Line Items XX10AC through XX10AG are to be used only if/when shore power provided by port authorities is, for any reason, not available or inadequate.

LINE ITEM XX11 – LAND TRANSPORTATION (PERSONNEL) SERVICES (BUS SERVICE AND VEHICLE RENTAL SERVICE)

1. GENERAL REQUIREMENTS :

a. All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured. The HSP is responsible for delivering all cargo and personnel to the correct location on schedule.

b. If a Government official is designated to drive the vehicle, he or she is required to be at least 21years and meet all requirements for driving in the host nation. The HSP is responsible for passing the information required to register with the local rental company from the Ordering Activity.

c. The HSP shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government shall have the right to reject the vehicle for performance of services. The HSP shall ensure that each vehicle is jointly inspected before and after a trip by the HSP and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

d. If a vehicle is not operable when required under this contract, the HSP shall provide, at no additional expense to the U.S. Government, a replacement vehicle within three (3) hours that complies in all respects with this contract.

2. BUS SERVICE

a. The HSP shall provide air-conditioned bus services on an hourly rate basis and bill under LINE ITEM XX11AA and XX11AB. The hourly rate shall include one driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any additional driver, if required, shall be priced separately. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

b. The HSP shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition when presented for service and shall be free of debris.

c. In the event of a bus breakdown, the HSP shall provide within two hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

d. Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's Ordering Officer.

e. The HSP shall be responsible for ensuring that the HSP and an authorized representative of the U.S. Government jointly inspect before and after a trip each bus. The U.S. Government will not consider any claim for damage to a bus, which has not been inspected.

3. VEHICLE RENTAL SERVICE

a. Vehicle Specifications, Maintenance, and Malfunctions

(i) The HSP shall furnish "new" air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations.

Sedans or SUVs shall have a minimum capacity of four (4) passengers and 1600cc engine.

In the event a "new" vehicle is not available in certain countries, the HSP shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. Vehicles shall be priced on a daily rate. They shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full. The prices for vehicles rented are based upon an assumption that the vehicles will be returned with an empty tank of gas. There shall be no surcharge applied to the commercial price of the fuel. Vehicles can be returned with any amount of gasoline. Ships shall not be responsible for returning the vehicle with a full tank of fuel, and the HSP shall not be obligated to credit the ship for the remaining fuel.

(ii) The HSP shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and be responsible for all emergency repairs and services.

(iii) Should any vehicle break down while in the U.S. Government's possession, the HSP shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than three (3) hours later. The replacement shall take place either at the point of breakdown or at the HSP's

office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the HSP's expense. In addition, the HSP shall be liable for any U.S. Government incurred costs because of the breakdown; such as towing, repair costs, and related transportation expenses because the HSP was unreachable.

b. Substitution of Vehicles

(i) If the HSP does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the HSP shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group B car is ordered but unavailable, and if no other Group B vehicle is available, the HSP shall furnish a higher group vehicle at the price listed for the Group B vehicle originally ordered.
(ii) In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

c. General Description of Vehicle Types

(i) The vehicles shall meet the general description set out below:

Medium-size Sedan (Group “B”): 2 - 4 doors; 4 - 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Executive Sedan (Group “E”): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan.

Passenger Van (Group “M”): 9-passenger capacity; air conditioning; minimum 2000cc engine.

Cargo Van (Group “X”): 12 Cubic Meter volume capacity, air conditioning; minimum 2000cc engine.

d. Insurance and Liability.

(i) The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below.

(ii) The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

(iii) The HSP and any Subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the HSP, its subcontractors, its agents, or employees.

(iv) The HSP shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The HSP shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

(v) Paragraph (iv) shall not be construed as limiting the HSP’s liability to the amounts of the required minimum insurance coverage specified therein.

e. Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. The HSP shall notify the Supply Officer of the infraction and amount cited.

f. Mileage and Deposit Charges. There are no mileage or deposit charges for the vehicles rented under this contract.

g. Time Periods of Rental. Rental time shall begin once U.S. Government employees have taken possession of the vehicle. The daily rate is defined as 24 consecutive hours. If the vehicle is rented with a driver, and if a driver is required during the entire period of rental, no individual driver shall be required to drive more than 8 hours straight. Drivers must not have been driving within the previous 8 hours.

h. Executive Sedan with Driver (Group "Y"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan. This group requires an executive sedan and shall be provided with a driver. Drivers must be familiar with local area, and must speak English. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. No individual driver shall be required to drive more than 8 hours. Drivers must not have been driving within the previous 8 hours. The HSP shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations by the provided driver. The U.S. Government will reimburse the HSP for additional costs in two cases: for highway tolls, and for the driver's overnight accommodation up to $120.00 or equivalent local currency, when required by U.S. Government business such as travel to another city, and upon presentation of an original invoice.

LINE ITEM XX12 - TELEPHONE SERVICES AND COMMUNICATIONS EQUIPMENT

1. Cellular Telephone Services (LINE ITEM XX12AC): Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under LINE ITEM XX12AC. The HSP shall have readily available a minimum of 10 cellular telephones at a given time. Each mobile phone provided shall include an operating manual/instruction with published rates for usage.

2. Landlines (LINE ITEM XX12AA): Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Installation charges shall be inclusive of all costs for installation and removal of landlines. Usage charges and port tariff fees associated with landline connections (LINE ITEM XX12AB) will be the actual charges computed in accordance with the local or national tariff.

3. The HSP shall provide pre-paid International Calling Cards for official use (LINE ITEM XX12AE).

LINE ITEM XX13, XX14, XX15 - FORCE PROTECTION BARRIERS, PERSONNEL, AND SUPPLIES

1. Only the ship’s Commanding Officer, the ship’s Supply Officer, or the FISC Yokosuka Contracting Officer is authorized to order Force Protection (FP) services under this contract. If any other activity or individual attempts to order FP services (e.g., NCIS, DAO, etc), the Husbanding Service (HSP) Contractor is required to immediately inform the ship and receive a proper order prior to beginning performance of these services.

2. The HSP is responsible for providing and coordinating the FP services described in paragraphs 2-6 and 8-15 as part of their Husbanding Services under Lot Line Item XX01. The HSP shall develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HSP must coordinate all aspects of FP planning and services with Port Authorities, host

nation agencies, and U.S. Embassy security staff. If the host nation is supplying FP assets the HSP must verify they are available and are scheduled to show up on time.

3. The HSP will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer. The HSP shall not add any requirements without prior approval.

4. The HSP is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Yokosuka Contracting Officer. The HSP must explain what the added FP service will include and why it has been requested. The FISC Yokosuka Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HSP will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

5. FP is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, having the objective of improving security to personnel and ships while in port. FP services or supplies may be provided by the host nation at no cost or may be billed at the public tariff rate. The HSP is required to verify what services will be provided by the host nation. For the services that cannot be provided by the host nation, the HSP is required to arrange these services by obtaining them from commercial sources at the prices indicated in the pricing schedule.

6. The HSP shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HSP's written policy shall describe the required measures to protect ship schedule information.

7. The HSP shall provide as many services identified below as ordered by the ship or FISC Yokosuka Contracting Officer. These services do not include other related services not listed, but may be required and separately ordered to attain a higher level of security in a port.

8. Personnel providing force protection services must be responsive to instructions from the ship. This does not authorize force protection personnel to violate any local regulations, any Port Authority ordinances, or local decrees. The equipment and material used for the force protection services will be inspected by the ship's force to ascertain that they meet force protection requirements.

9. Access Points: The HSP shall establish a single entry and exit point to the pier area.

10. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

11. Personnel Identification: The HSP shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

12. Background Checks: The HSP shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations. The HSP shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers. The HSP shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The HSP shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing. In addition, the HSP will be required to provide vetting services for third party contractors such as DLA-Engery contractors.

13. Access Lists: The HSP shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

14. Inspections: The HSP shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

15. Stand-Off Distances:

    a. Objects: To the maximum extent practicable the HSP shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

    b. Unloading Zones: To the maximum extent practicable the HSP shall establish unloading zones at least 400 feet (125 meters) away from the ship.

    c. Warning Signs: The HSP shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

        i. Sign Specifications:
            1. Language: Must be in the local language(s) as well as English.
            2. Wording: Must state "Restricted Area, Do Not Enter"
            3. Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
            4. Color: Yellow or white with black lettering
            5. Visibility: Must be highly visible from a distance of 400 feet (125 meters)
            6. Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

16. The unit price for force protection services shall include all costs associated with providing transportation, mobilization/installation and demobilization/de-installation, or arranging the requested services below unless the transportation, mobilization/installation and demobilization/de-installation is identified as a separate Lot Line item number. The HSP's invoice shall set forth the unit of issue identified for each service, total quantity ordered for each service, unit price, and the total price.

17. The force protection services that the ships may order if included on the contract schedules are:

    (a) Jersey-type security barriers and CONEX box barriers capable of stopping a vehicle (automobile). (Price per meter per day)
        (i) Concrete barriers
        (ii) Water filled barriers (completely filled with water). Price must include water.
        (iii) CONEX box barriers.

    Mobilization, installation and demobilization will be billed under a separate contract line item number.

    (b) Unarmed security guard to control vehicle and personnel access to pier. (Price per guard per hour)

Must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival.

(c) Floating Line of Demarcation (LOD) at pierside, equipped with anchors and lighting (for night visibility). (Price per meter per day) The floating LOD must be anchored at least 30 meters from ship. Oil booms are acceptable. Mobilization, installation and demobilization will be billed under a separate contract line item number.

(d) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities. Continuous coverage is required for the period of performance ordered by the ship or by the Contracting Officer. (Price per patrol craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(e) Unarmed and manned motorized patrol craft, approximately 5-10 meters in length, with own radio to communicate with ship and local authorities, to escort ship from pilot pickup point to mooring location. (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(f) Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities, on call (available within 15 minutes). (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(g) Tire-shredding strips, equipped with metal spikes, to be placed across the entry to pier access. (Price per one strip per day) Must be capable of disabling a vehicle, which drives over the strips in the wrong direction. Strips must be at least one meter in length.

(h) Metal pedestrian-control fences. (Price per 2x2 meters fence per day) Must be at least two (2) meters high, two (2) meters wide, and sturdy enough to withstand wind and other inclement weather.

(i) Signs in host nation language. Signs shall be at least one (1) meter long and a half (1/2) meter wide, with lettering at least 10 cm high. (Price per sign per day). Each sign is to read: "Controlled area. Unauthorized entry prohibited." Signs shall be legible, on a sturdy material that will not fade, run, or be ruined due to inclement weather (plastic material preferable). Signs shall also be written in fluorescent paint/material or be lighted, so they can be seen at night. Signs shall have some type of securing means on them, such as a hole punched in each corner, to use wire to secure sign to fence.

(j) Portable fluorescent lighting capable of illuminating 300 meters by 100-meter area. The HS Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port’s installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting. (Price per portable unit per day)

(k) Weather resistant guard shacks, capable of holding at least two persons. Guard shack shall be enclosed, and shall have, at a minimum, one door and one window. Please indicate guard shack measurements. (Price per unit per day).

(l) Hand held metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition (Price per unit per day)

(m) Walk-through metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(n) Trained metal detector operators. (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(o) Hand held explosives detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day).

(p) Walk-through explosive detector, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(q) Trained explosives detector operators, (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(r) X-ray baggage scanning machines, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

(s) Trained X-ray baggage scanning operators (Price per hour per operator). Operators shall search host national baggage. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

(t) Explosives disposal-trained diving services capable of inspecting pier before ship arrival. Must have obtained all applicable licenses and/or certifications from host nation prior to diving. (Price per hour)

(u) Battery operated bullhorns, new batteries included. (Price per unit per day)

(v) Sturdy tables with dimensions of at least two (2) meters long and one (1) meter wide, with four folding chairs. (Price per unit per day)

(w) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and open on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(x) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and closed on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(y) 800 MHz radios. Must be in excellent condition, and battery operated, with batteries included. (Price per unit per day)

Note: If the FP services required in support of the port visit are not included as pre-priced items in the contract schedules, paragraph D.5. of the PWS applies.

LINE ITEM XX16 - PORT HANDLING COSTS

1. PAINT FLOAT

a. The paint float shall be no less than 5M in length but, in all cases, large enough to provide a safe and stable working platform for the occupants. Scaffolding may be of any height less than 3.5M from the deck, so as to provide a working platform at least 4M from the waterline. The paint float shall be equipped with suitable self-fendering to prevent damage to the ship. The price of these fenders shall be included in the quoted price of the paint float. If sea state, weather, or other conditions, to include but not limited to the

configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. Rails shall be no less than 1M from the working platform. The working platform shall be equipped with anchor points for harnessing. The Ordering Activity shall be responsible for providing safety harnesses, for obtaining permission from local authorities prior to all work on the paint float, and for cleanup/disposal of all hazardous material generated or released outside the paint float. The HSP shall notify the Ordering Activity of local regulatory requirements concerning paint floats, assist the Ordering Activity in submitting requests and passing required documentation to the local authority where permission is required to work on the paint float, and arrange for required cleaning of the paint float upon return. The ordering activity is responsible for securing the paint float from the time custody has been transferred to them until returned to the HSP or the ship departs, whichever is earlier.

2. MATERIAL HANDLING (UP TO 150 LBS)

a. The HSP shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

b. The HSP shall use counter-to-counter delivery and charge by each Bill of Lading. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

c. Shipping documents shall be labeled "SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HSP.

d. The HSP shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel. The HSP shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

e. The HSP shall receive the package from the ship and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

f. The HSP shall deliver the package to the ship the day of arrival in port or the following morning. The HSP shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

g. The HSP shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HSP shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

3. MANLIFT (WITHOUT OPERATOR)

a. The HSP shall provide a manlift (without operator) and a full fuel tank. The HSP shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning. The HSP shall conduct training on safety and operating procedures for ship personnel. The HSP shall maintain documentation of ship personnel acknowledgement of the training.

LINE ITEM XX17 - COST REPORTING

LINE ITEM XX17AA - LogSSR Reporting

Upon award, the HSP shall utilize the LogSSR to submit all reports and documentation related to the husbanding

order. LogSSR can be accessed through the NAVSUP One Supply website at https://www.navsup.navy.mil/onesupply, redirected through www.navsup.navy.mil/logssr or directly at the official website of https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(1) LogSSR access and input.

(a) At the start of the contract period of performance, the HSP shall begin to enter the final itemized port cost information for every order under this contract directly into the LogSSR database (Actual Cost Report) and email all corresponding documentation (LOGREQ, Initial Cost Estimate Report, validation of submission of cost estimate, final invoices, and supporting documentation required by the contract). External Certification Authority Public Key Infrastructure (ECA PKI) is not required for entry, but no access to the HSP's information is accessible unless obtaining an ECA PKI.

(2) LogSSR functionality.

(a) This system is designed to gather all reports and documentation related to ALL ordering activity e.g. a ship's visit, beginning with the Initial Cost Estimate (referred to in this solicitation as the 'pre-arrival cost estimate') to the Actual Cost Report. All supporting documentation will be submitted by email to navsup_hq_logssr@navy.mil in PDF format (Adobe Acrobat) when the port visit information is entered into LogSSR. Although the pre-arrival cost estimate is a separate reporting requirement, a copy of this report shall also be submitted as part of the Actual Cost Report documentation described in paragraph (b) below. The Documentation is discussed below:

(b) Actual Cost Report:

(1) The HSP shall create the Actual Cost Report in the LogSSR website directly, **within seven (7) calendar days from completion of the ship's visit**. The HSP shall also send a copy of the order (i.e. SF 1155 or 1449), a copy of any Initial Cost Estimates, a copy of the LOGREQ, and all HSP and any sub-contractor invoices and supporting documentation required by the contract as PDF files to the LogSSR email address of **navsup_hq_logssr@navy.mil** and to the email address specified at the time of contract award for each region concurrent with the creation of the Actual Cost Report in LogSSR. The HSP shall identify the line items as actual or estimated. This option is for those line items where the HSP has not received the actual invoice before the ship leaves port, i.e. telephone bills. The HSP shall include ALL port costs paid by each ship for which the HSP provides husbanding services. Email submissions should be limited to no more than 10 MB per email (multiple emails authorized if needed) and reference the port visit identification number in the subject line (received when a port visit is submitted).

(2) For ships or ordering activities that do not have disbursement capabilities, the HSP shall send the signed DD Form 1155, invoices and the additional documents required clearly indicating that a payment is pending to email address husbanding@fe.navy.mil and to the LogSSR email address of **navsup_hq_logssr@navy.mil.**

(3) Any changes to an Actual Cost Report (i.e. finalize the charges made on an estimated amount) shall be forwarded by e-mail to and to the email address husbanding@fe.navy.mil and to **navsup_hq_logssr@navy.mil** email account as PDF file within seven (7) calendar days of the change. The email must contain a summary of the changes. The FISC contracting office will update changes to the LogSSR.

(4) The Actual Cost Report and supporting documentation will be visible in the LogSSR website by the government personnel with validation authority. Final reports of an HSP representative can be accessed through the website only by obtaining an ECA PKI that will provide access only to the HSP's submitted information.

NOTE: Before submission of reports or any other data to the FISC Contracting Office via electronic transmission or any other data media, the HSP shall scan all documents with current anti-virus software to ensure computer virus

free transmission. The LogSSR server scans all reports for computer viruses before inclusion in the databases. Any reports received containing computer viruses will be immediately deleted and not necessarily returned to the HSP.

NOTES:

1. "All data obtained by the Government through the use of LOGSRR during the course of the contract is for the Government's use and shall be treated as 'limited rights' as described in DFAR 252.227-7013(13) after the contract expires".

2. Failure to provide required reports in a timely manner as outlined in the PWS will result in penalties as outlined in the Quality Assurance Surveillance Plan (QASP).

Line Item XX18 - PORT TARIFFS NOT OTHERWISE SPECIFIED

Line item XX18AE – Port Tariff Items

1. Port tariffs (PT) billable under XX18 include all PT items for which a specific sub-line item is not specified in the Attachment 2.

2. The HS Contractor shall also provide all original documents with any invoices for port tariff items which have been provided to the ship for certification by the ship's Supply Officer prior to departure. Invoices for port tariff items not available prior to the ship's departure shall be presented for payment in accordance with OC-1.

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: N4034510RCSG0023

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-10-D-0010	23-Sep-2010		N40345-10-R-0123	08-Sep-2010

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)*

8. OFFER DUE DATE/LOCAL TIME: 02:00 PM 15 Sep 2010

9. ISSUED BY CODE N40345

(N40345) FISC DET SINGAPORE
CONTRACTING DEPARTMENT (CODE 250)
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: NAICS:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE. LTD.
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$208,888.80

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES
- [X] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

REF:

29. AWARD OF CONTRACT: REFERENCE
- [ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(6), (b)(7)(C)

31c. DATE SIGNED: 22-Sep-2010

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) / Supervisory Contract Specialis

TEL: (b)(6), (b)(7)(C)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 95
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

OVERIVEW OF CONTRACT

1. OBJECTIVE - The objective of this contract is to obtain husbanding services for U.S. Navy Ships visiting ports identified in the lots at Exhibit A.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) as further defined at paragraph 2.2 below. It is to provide services and supplies that are required by the ships while they are in port.

2.2. The individual HS items provided under this contract are listed in Exhibit A, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).
2.3. The holder of this contract is a US Navy Contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price IDIQ contract. The HS Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services.

3.1. MINIMUM AND MAXIMUM QUANTITIES - The contract minimum quantity referred to in paragraph (b) of the FAR 52.216-22 Clause entitled “Indefinite Quantity” of this contract, is $10,000.00 of orders. The minimum guarantee applies to the base period only. The maximum quantity is $2,000,000 of orders per year.

4. DURATION OF CONTRACT - This contract is for a period of two (2) months and includes FAR52.217-8 OPTION TO EXTEND SERVICES clause. If the six (6) month extension of performance of services is exercised under FAR 52.217-8, the maximum duration of this contract is eight (8) months.

5. CONTRACT USERS - Authorized Users - U.S. Navy ships visiting locations covered under this contract are authorized to use this contract for husbanding supplies and services listed on Exhibit A. For purposes of this paragraph, a U.S. Navy ship is any naval vessel, craft, ship, or service craft included within the scope of subparagraphs 2 and 4 of Article 0406, United States Navy Regulations, 1990. Other Authorized Users are Military Sealift Command ships (USNS), U.S. Coast Guard (USCG) ships, U.S. Army ships, U.S. Government personnel conducting business related to a ship visit in locations under this contract and Department of Defense (DoD) Chartered ships.

6. MULTIPLE SHIP VISITS - The HS Contractor is required to be able to simultaneously Husband eight (8) ships at one time among the ports identified in the lots at Exhibit A.

7. ESTIMATED QUANTITIES - The number of ship visits and required services or supplies found in the schedule are only estimates. There is no guarantee that the government will meet or exceed the estimates. The ship is not obligated to use all items in The Schedule.

8. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or if the port-provided supplies and services are less expensive than similar services provided by the HS Contractor or its subcontractors, or finally provide it themselves to include subcontractors. The HS Contractor, as part of its understanding of the requirement, is expected to understand and be familiar with items that are available through HN and Port Authorities.

9. LONG TERM SHIP VISITS

9.1. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The HS Contractor would charge $300 for

the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit.

10. UNIQUE/PARTICULAR SITUATIONS:

10.1. Frequent ship visits to ports: If a ship returns to a port within three (3) days (i.e. prior to the fourth calendar day), the Management Services fees for the return visit will be charged at the subsequent day rate. (example: If the ship departs Friday and comes back before Tuesday, it will be charged Management Service fees at the subsequent days rate during the return visit that begins prior to Tuesday. If the ship comes back on Tuesday, the Management Services will be charged at the first day rate for Tuesday, followed by the subsequent days' rate for the following days.)

10.2. If a ship comes into port and does not request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged Management Service fees at the first or subsequent days' rates, subject to the conditions in paragraph 10.2.1 and subject to the discussion at paragraph 20 below about ordering Management Services.

10.3. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HS Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong SAR and Singapore.

11. SHIPYARDS - U.S. Navy Ships in shipyards at locations covered by this contract may order supplies and services from this contract without the requirement to also order Management Services.

12. OTHER PERSONNEL - Other U.S. personnel (e.g. Logistics Support Teams, advance force protection teams)conducting business in support of a specific ship visit at locations covered by this contract may order off of the contract without incurring Management Service Fees. These orders do not involve continuous management of husbanding services and maybe for items such as vehicles, phones or other services.

13. ORDERING

13.1. Ordering Items on Contract: Only Authorized Government Representatives (AGR) can place orders against this contract. AGRs for this contract are:

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any FISC Yokosuka (including Sites/Detachments) warranted KO.
- Military Sealift Command Officers designated in writing as ordering officers.
- Orders may be issued orally, by facsimile or by e-mail.

13.2. Advance Notice Period for Orders: The HS Contractor shall deliver the supplies and services listed on Exhibit A in accordance with the time and date set by the order so long as the order is issued by an AGR at least 48 hours prior to the required delivery date and time.

13.3. Substitutions: Substitution of ordered CLIN shall not be allowed unless authorized and accepted in writing by the AGR and requiring activity. If accepted by the AGR or requiring vessel, substituted CLINs shall only be charged at a rate not to exceed that of the originally ordered CLIN. An example would be if a 20-passenger bus was ordered, but was not available and the HS Contractor substituted two, 10 passenger-vans. The HS Contractor shall charge a rate for the 10 passenger vans that does not exceed the rate for the one 20-passenger bus.

13.4. Cancellation of Orders:

13.4.1. Unless otherwise provided herein, in the event an order, or any portion of an order, is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. If several deliveries are required to satisfy an order or portion of an order, i.e., garbage pick-up and disposal on each of five days, then the 48-hour notice period shall be computed from each of the required delivery dates. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled "Termination for the Government's Convenience (FAR 52.212-4)", of the clause entitled "CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS."

13.4.2. In rare cases, when ordering items requires long lead times, the Government may apply the Termination for the Government's Convenience clause as referenced above even though an order was cancelled prior to 48 hours before a required delivery.

13.4.3. In every case, the HS Contractor is responsible for taking all necessary steps to mitigate the U.S. Government's damages or termination costs. As part of its mitigation, the Government reasonably expects that the HS Contractor shall consider these cancellation rights as it enters into agreements with its subcontractors and suppliers.

14. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English. All electronic communication between visiting vessels and the HS Contractor shall be copied to the FISC Detachment Singapore and Logistic Support Representative.

15. STANDARDS FOR PROFESSIONAL SERVICES

15.1. The HS Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning cost and performance issues throughout the locations covered by this Contract.

15.2. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

15.2.1. The performance standards are explained in the Quality Assurance Surveillance Plan (QASP) – See Attachment 9.

15.3. The HS Contractor shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

15.4. The HS Contractor shall ensure that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

15.5. The HS Contractor shall ensure that subcontractors comply with these requirements.

16. HEIGHTENED VIGILANCE

16.1. The HS Contractor shall be alert at all times in order to contribute to the protection of the ship and its crew. The HS Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The HS Contractor shall report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

16.2. The HS Contractor shall fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the HS Contractor shall identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the HS Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The HS Contractor shall arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

17. EQUIPMENT - All vehicles, watercraft, and equipment provided must be in sound mechanical condition, be in compliance with local laws and specifications, meet all local safety standards, and have all required current certifications and insurance.

18. GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM) – In the event that the HS Contractor is required to use government equipment, the HS Contractor shall be responsible for all loss or damage to, or the destruction of, Government property in its possession that is reasonably determined to have been caused by its fault. The HS Contractor shall not be responsible for damage due solely to normal wear and tear.

19. CONTRACT PRICING

19.1. Contract Currency - All contract prices are in U.S. Dollars (US$).

19.2. Fixed Price (other than items in which the price is set by a Port Tariff or other controlled price)- Prices are firm-fixed-price per unit and are inclusive of ALL costs, including but not limited to all items identified in paragraph 19.2.1 – 19.2.5

19.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. The following non-exclusive set of costs is included in the unit price: labor performed during normal working hours, overtime for work performed outside normal working hours, weekend hours, holidays, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

19.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

19.2.3. Pre-Positioning / Pre-Staging - All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

19.2.4. Repositioning equipment. All repositioning of equipment when required shall take place only after a price has been agreed upon in advance by the Contractor and an AGR.

19.2.5. All Government taxes are included in the unit cost.

19.3. Port Tariff (PT) or other controlled prices - When the HS Contractor obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list, then the HS Contractor shall be reimbursed for the published price of the item or the price the HS Contractor paid for the supply or service, whichever is less. The HS Contractor shall not be paid an amount in addition to the published price of the item. These items include, but are not limited to fleet landing, pilot, and utilities.

19.4. Time Calculations - Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations or available for required inspections. Travel time to the location of performance shall not be charged. For the purpose of this contract, 1 hour

is 60 minutes and 1 day is 24 hours from the start of the service. For example, service provided from 1800 until 1800 the next day is considered 1 (one) day of service. In cases where the ship is scheduled to arrive at a designated time and does not arrive until a later time, services shall be considered available at the time designated in the ordering LOGREQ.

19.5. Demurrage - Demurrage charges shall only be charged if the HS Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but, due to the fault of the government, was not attended to until 1500 hrs when pumping begins. The HS Contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs).

20. Management Services - Husbanding CLINs. If the Government requires any Pre-Arrival Husbanding Duties, as those tasks are further defined in the Management Services CLIN, the Government shall order at least the initial day of Management Services and one subsequent day of Management Services. Payment for these two days of Management Services shall satisfy the Government's payment obligation for any Pre-Arrival Husbanding Duties.

21. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

CHT	Collection, Holding Transfer Sewage Removal and Disposal
CU M	Cubic Meter
DAO	Defense Attaché Officer
DY	Day
EA	Each
GL	Gallon (3.785 Liters)
HR	Hour
IDD	International Direct Dialing
JB	Job
LO	Lot
M	Meter
MIN	Minimum
NSP	Not Separately Priced
OOTW	Operations Other Than War
PAX	Passenger
PK	Package
PT	Port Tariff
QTY	Quantity
TBD	To Be Determined
TP	Trip

22. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any pre-priced supply or service.

- BARGE: Barges are flat-bottomed displacement ships used for carrying or storing cargo, for separation between vessels and other structures, or as a work platform. Barges may or may not be self-propelled

- CALENDAR DAY. A calendar day is defined as the time period beginning at 0000 hr and ending at 2359 hr.

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the LOT of the contract. For example Lot 1 would be 01XX, Lot 2 would be 02XX). The third and fourth digits are the service or supply item number. (For example 0101 is the first item, 0102 is the second item under Lot 1). If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX11 for Force Protection could be divided into XX11AA for Security Guards and XX11AB Tent, and so forth)

- CONTRACTING OFFICER (CO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: 1 day is 24 hours from the start of the service

- Delivery Order (D.O./Task Order): A delivery order is an order for supplies and a task order is an order for services placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge.

- FORCE PROTECTION (FP). Security measures to protect a ship and its crew from dangerous situations such as terrorist actions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL (GFE/GFM): Items fully transferred to the HS Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Host Nation Government tax is a levy on goods and services made in the local country. The tax rate will vary with the location. The U.S. Government is often exempt from host nation Government Taxes. The Government makes no representation as to the extent to which the HS Contractor may be liable for Host Nation Government taxes.

- HOST NATION (HN): The country, which is being visited by the U.S. ship.

- HUSBANDING: To provide all supplies and services required during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other HS Contractors work with the ship, and assisting with requests for Non-Contract items. To the extent practicable, the HS Contractor shall utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION (MOB & DEMOB):

- Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

- Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPARATELY PRICED (NSP): Item that is not separately priced.

- POINT OF CONTACT (POC): A designated individual who is knowledgeable about an issue and is able to answer questions and make decisions concerning the issue.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples may include pilot services, tugs, picket boats, security guards, and potable water.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and is authorized to sign contracts and place orders.

23. HS CONTRACTOR REPRESENTATIVE – The Government shall contact the following HS Contractor person(s) for prompt contract management:

Name of Individual:	Leonard G. Francis
Title of Individual:	Executive Group Chairman/President
Mailing Address:	15D Pandan Road Singapore 609266
Tel No:	(65) 6268-5300
Fax No:	(65) 6268-6689
Mobile:	(65) 9798-3155
E-mail address:	leonard@glennmarinegroup.com

PERFORMANCE WORK STATEMENT

1. LOTS: The contract is sub-divided into Lots. Lots may be for individual ports or they may include several ports under one Lot. For this contract, the following Lots apply:

- Lot 1 – Manila
- Lot 2 – Subic Bay

2. PRICING.

2.1 Except for Port Tariffs, unit prices for all contract items described below shall be inclusive of all necessary equipment, licensed operators, all liability insurance as required by local law, holiday and overtime costs, customs clearances, and fuel and operating expenses.

2.2 Fixed Prices are required in the Pricing Schedule except where Port Tariff (PT) prices, To Be Determined (TBD) prices, or Not Separately Priced (NSP) have been identified. Unless otherwise provided, these Fixed Prices shall also include performance at night, overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, other inclement weather, or service to tankers and ships carrying explosives. These requirements do not include performance during cyclones or typhoons except where ships are required to depart in advance of cyclones or typhoons as part of a typhoon or cyclone evasion plan. They also include all operating expenses including tugs, barges, trucks, personnel, and customs clearances and any other charges unless specifically exempted by the Government.

2.3 Port Tariffs will apply to those services which are based on Port Tariff rates established and controlled by Port Authorities. English translated copies of the Port Tariffs must be submitted to the Supply Officer of the ship entering a specific Port.

2.4 Fees for Husbanding Services cover regular and overtime labor of contractor personnel supporting the ships plus indirect expenses, including all management, overhead and office expenses. The husbanding fees also include costs for arranging supplies and services described herein and include costs associated with attendance at periodic meetings and pre-deployment briefings. The husbanding fees represent total compensation for the contractor except for supplies and services with Fixed Prices.

2.5 Purchase Card Surcharge. The U.S. Government reserves the right to make payment by purchase card. All purchase card surcharges will be identified as a separate entry on each invoice. The Government will reimburse administrative surcharges, if any, for use of the Purchase Card at a rate not to exceed 5% of the purchase price for the underlying service.

2.6 If items are made available free of charge or at less than the quoted price by the Government, host nation, or port authority, only mobilization/demobilization charges, not to exceed the quoted unit price, may be charged. If, for any reason, an item that would otherwise be provided by the Host Nation, Government, or port authority is not available, that item shall be provided by the HSP at the unit price quoted in Exhibit A.

2.7 Order of Priority of Usage: The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or, if the port-provided supplies and services are less expensive than similar services provided by the HS Contractor or its subcontractors, or finally provide it themselves to include subcontractors. Where the reasonable cost of mobilization/demobilization for U.S. Government owned equipment exceeds the quoted price of the sub lot line item it is intended to replace, the HS Contractor shall use the least cost alternative to meet the requirement. If, for any reason, an item that would otherwise be provided by the Government, host nation, or port authority is not available, that item shall be provided by the HS Contractor at the price quoted in the Exhibit A pricing schedules.

3. CONTRACT LINE ITEMS.

3.1 FIRST AND SUBSEQUENT DAY HUSBANDING SERVICES (ANCHORAGE AND PIERSIDE) (CLINS XX01 and XX02)

3.1.1 PRE-ARRIVAL HUSBANDING DUTIES. Except for the services described below at paragraph 3.1.1.6 and 3.1.1.8, the HS Contractor shall be compensated for providing the Pre-Arrival Husbanding Duties described in this section by the Government’s order and payment for the initial day of Management Services and one additional day of Management Services at the subsequent day rate. Compensation for staging (paragraph 3.1.1.6 below) is addressed at paragraph 19.2 of the Overview. Compensation for assisting the ship’s Advance Party is addressed below at paragraph 3.1.1.8. Except when the facts detailed in paragraph 3.1.1.8 apply, the Government will not typically issue a separate order for Pre-Arrival Husbanding Duties.

3.1.1.1. The HS Contractor shall communicate with the ship and FISC Detachment Singapore to coordinate requirements.

3.1.1.2. The HS Contractor shall order requested services and supplies.

3.1.1.3. LOGREQ Initial Cost Estimate - The HS Contractor shall furnish to each ship and FISC Detachment Singapore a LOGSSR cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the LOGSSR spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship and FISC Detachment Singapore

Contracting Office within two (2) working days after receipt of the LOGREQ, shall also include cost saving or avoidance recommendations, and will explain any anticipated “additional” costs. The LOGREQ, when submitted by, under authority of, or on behalf of an AGR, is an order for pre-priced items under this contract. Orders placed by a LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

3.1.1.4. These estimates shall be provided for all authorized users including US Navy, Military Sealift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

3.1.1.5. The LOGREQ cost estimate does not replace the HS Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U. S. Defense Attaché’s Office.

3.1.1.6. The HS Contractor shall prepare and stage all required supplies and equipment prior to the ship’s arrival. Staging may be as required by each location.

3.1.1.7. The HS Contractor shall coordinate with other US government Contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

3.1.1.8. The HS Contractor shall assist the ship’s Advance Party to include planning and coordination meetings. The HS Contractor shall not be required to expend more than 32 manhours assisting the ship’s advance party or to expend more than $1,000 for the travel, meals, and lodging of its personnel assisting the ship’s advance party unless it is provided a separate order for Advance Party Pre-Arrival Husbanding Services or unless an AGR orders a mutually-acceptable number of days of Management Services (not to exceed the total number of days for the visit) and the HS Contractor confirms in writing that payment for the days of Management Services that have been ordered will provide full compensation for the Pre-Arrival Husbanding Duties.

3.1.2. POST-ARRIVAL HUSBANDING DUTIES

3.1.2.1. The HS Contractor shall Husband the ship while it is at the berthing location, either at pierside or at anchorage.

3.1.2.2. The HS Contractor shall install all ordered equipment upon the ship’s arrival. This equipment includes but is not limited to fenders, curb caps, steps, and telephones.

3.1.2.3. The HS Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

3.1.2.4. The HS Contractor shall brief the designated ship representative about HS Contractor-provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HS Contractor shall provide its POC information with 24-hour contact phone numbers.

3.1.2.5. The HS Contractor shall provide the SUPPO upon ship’s arrival a copy of the Exhibit A of the contract, the Performance Work Statement, and applicable port tariffs.

3.1.2.6. Laundry Services:

3.1.2.6.1. The HS Contractor shall arrange for laundry and dry cleaning services to be available for the ship. Service will be available for the ship’s laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure. If the ship requires laundry or dry cleaning services, such services will be ordered from the laundry and dry cleaning vendor by an AGR.

3.1.2.7. Interpreter Services:

3.1.2.7.1. All HS Contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port.

3.1.2.8. Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

3.1.2.9. Morale Welfare and Recreation (MWR) Services:

3.1.2.9.1. The HS Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) HS Contractor servicing the ship.

3.1.2.9.2. If an ITT contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If awarded, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

3.1.2.10. Passing Ship's Orders: The HS Contractor shall coordinate and pass orders from an AGR, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts. This service includes all necessary actions to facilitate the acceptance of supplies or services ordered under Government contracts. The HS Contractor shall also arrange for these Contractors to submit invoices and receive payments by the ship if it has a mutual agreement with the other Contractors to perform these services for them. Any disputes or discrepancies arising from the order will be resolved directly between the ship and the other Contractor(s).

3.1.2.11. Customs & Immigration: The HS Contractor shall assist ship personnel with immigration and customs requirements necessary for them to enter the country where the ship's visit is to be performed. This includes providing Visa and Customs application forms.

3.1.2.12. The HS Contractor shall facilitate the ship's timely departure.

3.1.2.12.1. The HS Contractor shall provide a timely cost estimate of provided services and supplies to the ship SUPPO prior to departure.

3.1.2.12.2. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided.

3.1.2.12.3. The HS Contractor shall remove all provided equipment.

3.1.2.13 UNOFFICIAL REQUIREMENTS OR PERSONAL REQUESTS:

3.1.2.13.1 The HS Contractor shall not arrange unofficial requirements or personal requests from individual crewmembers under auspices of this contract.

3.1.3. PRE-SAILING VISIT: The HS Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the HS Contractor shall present an invoice for services provided under this contract as further described in the contract section titled "Invoices and Payments".

3.1.4. LogSSR Report: Prepare and submit an "Actual Cost Report" in accordance with PWS paragraph 3.15.

3.2 TRASH REMOVAL (CLIN XX03)

3.2.1 Trash removal service is the collection and disposal of refuse (i.e., trash) including liquid, semi-liquid, or solid garbage. Refuse does not include explosives and incendiary waste, or waste contaminated by medical and radiological processes.

3.2.2 The HS Contractor shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse. The HS Contractor shall provide dedicated refuse bins to the ship. The HS Contractor shall collect all loose refuse placed adjacent to refuse bins. The HS Contractor shall immediately clean up any spilled refuse. The HS Contractor shall properly dispose of all collected refuse.

3.2.3 For ships at pier side, the HS Contractor shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulation, or barges alongside the ship. The HS Contractor shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.

3.2.4 For ships at anchorage, the HS Contractor shall remove trash at the times agreed to by the HS Contractor and Supply Officer. The frequency of removal shall be as follows:

SHIP CLASS	DAILY FREQUENCY
I, IA, IB	1
II	2
III	3
IV and V	Continuously Via Dedicated Barge when permitted

3.2.5 For trash collection at anchorage, the trash barge shall be available 24 hours a day (where not contrary to law or port regulation) with suitable self-fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3.2.6 For trash collection by barge, the HS Contractor shall provide trash barges/scows (with tug service if barge is not self-propelled) for ships at anchorage. The barges shall be completely empty at time of arrival at the ship. In situations where an empty barge is not available, the contractor shall provide a system to measure the volume of trash deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of the trash. All trash barges/scows shall be properly fendered to prevent damages to U.S. Government vessels. The HS Contractor shall have ready access to sufficient barges and equipment to support at least two (2) ships at anchorage simultaneously. The barge's crew shall be entirely responsible for the tending of lines and for barge's security. The movement of trash from the ship to the barge shall be performed with care by the ship's sailors and in the manner ensuring the safety of the HS Contractor's crew and barges. Any instances of unsafe practices shall be brought to the attention of the ship's Commanding Officer, to ensure that corrective and preventive action is taken.

3.2.7 In instances of bad weather or emergency where the ship must depart on short notice, the HS Contractor shall remove barges within four hours of being directed to do so by the ship. Should a vessel with a trash barge alongside experience an emergency where the ship must depart, the SUPPO will advise the HS Contractor at least four (4) hours in advance for the barge pick-up at no additional cost to the U.S. Government.

3.2.8 The HS Contractor shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The HS Contractor is also responsible to follow any environmental regulations required by each country. The HS Contractor is required to keep all disposal certificates and shall make them available to FISC Yokosuka upon request.

3.2.9 Whether at anchor or pierside, U.S. Government personnel will dump the trash on the barges or in the containers.

3.2.10 Any spillage of refuse in the course of the removal operations shall be cleaned up immediately by the HS Contractor. Refuse containers, when used and when emptied, shall be returned to their original position with the lids (if any) replaced thereon.

3.2.11 The HS Contractor shall be paid based on the ACTUAL CUBIC METERS of trash removed. The HS Contractor shall be entitled to bill for 60 CM where the actual volume of trash removal is less than 60 CM (per order).

3.2.12 Where trash is required to be segregated, the Ordering Activity shall be required to segregate the material at the time of disposal. The HSP shall be responsible for providing separate containers for each vessel, clearly marked with the required categories and for informing the Ordering Activity, upon arrival, that segregation is required. If the Ordering Activity does not segregate trash as required, the HSP shall inform the Ordering Activity and Logistic Support Representative (LSR) prior to departure and bill for the cost of trash segregation within 48 hours after the vessel's departure.

3.3 COLLECTION, HOLDING AND TRANSFER (CHT) (CLIN XX04)

3.3.1 The HS Contractor is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships throughout the area covered by this contract. The HS Contractor shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The HS Contractor shall be responsible for the supervision of the collection, transportation and disposal services to avoid any overflow of waste on the barge and at the pier. Services shall commence upon ship's arrival whether, at anchor or pierside. The HS Contractor shall pre-position CHT barges, when necessary, in accordance with force protection or other requirements.

3.3.2 The HS Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3.3.3 The HS Contractor shall remove sewage from the ship in HS Contractor-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

3.3.4 The HS Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT. The Government reserves the right to use its own metering device to verify measurement of sewage discharge. Invoices submitted for payment for this service shall contain a statement describing the method used in determining liquid quantities offloaded from the ship.

3.3.5 The HS Contractor shall provide CHT hoses of sufficient length from HS Contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

3.3.6 The HS Contractor shall properly dispose of all sewage. CHT collection, removal and disposal shall be priced based on the following conditions:

i. (XX04AA) – CHT BY TRUCK: The husbanding HS Contractor shall provide services when the visiting ship is at pierside.

ii. (XX04AB) – CHT BY BARGE: The HS Contractor shall provide services when the visiting ship is at anchorage or the port authority has issued a directive stating that service must be performed by barge or the barge has been ordered by the ship. The HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements. If sea state, weather, or other conditions require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3.3.7 The CHT service shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the contractor shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT.

3.3.8 The HS Contractor will be guaranteed a minimum daily quantity of 60 cubic meters for providing these services even if the actual cubic meters of CHT removed is lower than 60 cubic meters. Note: 264.2 gallons = 1 CM (cubic meter).

3.3.9 The Government reserves the right to independently verify the actual volume of CHT discharged using a certified flow measuring device.

3.3.10 The HS Contractor shall request the ship's personnel to verify all removal figures at time of CHT collection. The HS Contractor shall follow any environmental regulations required by each country. If the ship concurs with the volume, the ship will pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped or 60 cubic meters, whichever is greater. The HS Contractor shall submit a request to FISC for the difference, accompanied by disposal certificates. FISC will investigate and arrange for payment of any additional amounts that are determined to be due.

3.3.11 The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the HS Contractor's report in writing. The HS Contractor is also responsible to keep all disposal certificates and shall make them available to Contracting Officer upon request.

3.4 YOKOHAMA OR COMPARABLE TYPE FENDERS (CLIN XX05)

3.4.1 The HS Contractor shall furnish Yokohama or comparable type fenders for all classes of ships in accordance with the Schedule of Supplies and Services. Fender size is not specified as this is a performance based service. Fenders provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX05AB). The fenders quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee PER Yokohama or comparable type fender, and there is another SUBLINE ITEM for all costs associated with installation, and removal of one fender, as well as round trip costs associated with transport of the fender from another port, if required.

3.4.2 Rental is on a daily (24-hour) basis, per fender. Installation, removal, and transportation are charged as a "lot" per fender. The HS Contractor shall be responsible for securing the fenders to the pier.

3.4.3 The HS Contractor shall provide fenders with a minimum of two (2) mooring lines.

3.4.4 Sub lot line item XX05AG is applicable only to submarine fenders. Sub lot line item XX05AA shall be used for all other class 1 vessels. Recognizing that mobilization/demobilization costs for submarine fenders (XX05AG) vary significantly from those of other type fenders, transportation charges for submarine fenders shall not be subject to the quoted transportation charges of XX05AF. Instead, all transportation, storage, setup, mobilization and demobilization charges associated with submarine fenders (XX05AG) shall be included in the quoted price of this sub lot line item.

3.5 FRESH POTABLE WATER (CLIN XX06)

3.5.1 Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

3.5.2 Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

3.5.2.1 These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at these websites: http://www.epa.gov/OGWDW and http://www.tdh.state.tx.us/bfds. The HS Contractor shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

3.5.2.2 The HS Contractor shall provide for the delivery of fresh potable water to the ships as ordered. The HS Contractor shall be paid for the amount of water ordered by the vessel. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, certified metering devices.

3.5.2.3 Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraph 3.5.2.1 above. If the water source does not meet the requirements of potable water, the HS Contractor shall be required to provide water from an alternate approved source at no increase in the contract price.

3.5.3 The HS Contractor shall be paid based on the ACTUAL METRIC TONS of potable water received on the ship. The Government reserves the right to use its own metering device to verify measurement of potable water delivered to the vessel.

3.5.4 If potable water delivery is via barge, the HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position water Barges, when necessary, in accordance with Force protection or other requirements. If sea state, weather, or other conditions require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3.6 PILOTS (CLIN XX07), TUGS (CLIN XX08), LINEHANDLERS (CLIN XX09)

3.6.1 The HS Contractor shall arrange pilots, tugs, and line handlers as ordered. The HS Contractor shall coordinate with port authorities, as necessary, to ensure that the services are available at the times requested. It should be noted that the port authority or other authorized sources provide these services, and are, therefore, to be priced in accordance with current tariff rates.

3.6.2 The HS Contractor shall provide tugs to bring ships to and from berthing locations. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

3.6.3 Only if pilots, tugs, or line handlers are not available through the port authority, the HS Contractor shall use commercially available sources.

3.7 TRANSPORTATION SERVICE (BUS AND VEHICLE) (CLIN XX10)

3.7.1 GENERAL REQUIREMENTS :

3.7.1.1 All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured (including adequate passenger liability insurance). The HS Contractor is responsible for delivering all cargo and personnel to the correct location on schedule.

3.7.1.2 The HS Contractor shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government shall have the right to reject the vehicle for performance of services. The HS Contractor shall ensure that each vehicle is jointly inspected before and after a trip by the HS Contractor and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

3.7.1.3 If a vehicle is not operable when required under this contract, the HS Contractor shall provide, at no additional expense to the U.S. Government, a replacement vehicle within two (2) hours that complies in all respects with this contract.

3.7.2 BUS SERVICE

3.7.2.1 The HS Contractor shall provide air-conditioned bus services on an hourly rate basis and bill under LINE ITEM XX10AA. The hourly rate shall include one driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

3.7.2.2 The HS Contractor shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition when presented for service and shall be free of debris. The bus shall be sufficiently clean so as not to soil passengers, their clothing or possessions with dirt, grease, oil, or other matter.

3.7.2.3 In the event of a bus breakdown, the HS Contractor shall provide within two hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

3.7.2.4 Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's Ordering Officer.

3.7.2.5 The HS Contractor shall be responsible for ensuring that the HS Contractor and an authorized representative of the U.S. Government jointly inspect before and after a trip each bus. The U.S. Government will not consider any claim for damage to a bus, which has not been inspected.

3.5.2.6 The minimum bus capacity shall be 40 passengers.

3.5.2.7 A minimum daily price of four (4) continuous hours shall apply for each bus ordered less any time associated with bus breakdown or getting lost.

3.5.2.8 Drivers must be familiar with the area, have an appropriate driver license, and speak English. In the event the driver is unable to speak English, the contractor shall furnish an English speaking rider on the bus.

3.7.3 VEHICLE RENTAL SERVICE

3.7.3.1 Vehicle Specifications, Maintenance, and Malfunctions

3.7.3.1.1 The HS Contractor shall furnish "new" air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations.

3.7.3.1.2 Sedans or SUVs shall have a minimum capacity of four (4) passengers and 1600cc engine.

3.7.3.1.3 In the event a "new" vehicle is not available in certain countries, the contractor shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. Vehicles shall be priced on a daily rate, except as noted below. They shall be equipped with front and back seat belts, an

emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full. The prices for vehicles rented are based upon an assumption that the vehicles will be returned with an empty tank of gas. Therefore ships will be charged for a full tank of gasoline at the time of rental. There shall be no surcharge applied to the commercial price of the fuel. Vehicles can be returned with any amount of gasoline. Ships shall not be responsible for returning the vehicle with a full tank of fuel, and the HS Contractor shall not be obligated to credit the ship for the remaining fuel.

3.7.3.1.4 The HS Contractor shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and be responsible for all emergency repairs and services.

3.7.3.1.5 Should any vehicle break down while in the U.S. Government's possession, the HS Contractor shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than two (2) hours later. The replacement shall take place either at the point of breakdown or at the HS Contractor's office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the HS Contractor's expense. The U.S. Government shall be credited an hourly rate, pro-rated on the daily rate, for the rental cost between breakdown and vehicle replacement.

3.7.3.2 Substitution of Vehicles

3.7.3.2.1 If the HS Contractor does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the HS Contractor shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group B car is ordered but unavailable, and if no other Group B vehicle is available, the HS Contractor shall furnish a higher group vehicle at the price listed for the Group B vehicle originally ordered.

3.7.3.2.2 In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

3.7.3.3 General Description of Vehicle Types

3.7.3.3.1 Medium-size Sedan (Group "B"): 2 - 4 doors; 4 - 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

3.7.3.3.2 Passenger Van (Group "M"): 9-passenger capacity; air conditioning; minimum 2000cc engine.

3.7.3.3.3 Executive Sedan with Driver (Group "Y"): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan. This group requires an executive sedan and shall be provided with a driver. Drivers must be familiar with local area, and must speak English. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. No individual driver shall be required to drive more than 8 hours. Drivers must not have been driving within the previous 8 hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the daily rate, with the HS Contractor entitled to a minimum charge of 4 hours. The HS Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations by the provided driver. The daily rate shall be inclusive of all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals. The U.S. Government will reimburse the HS Contractor for additional costs in two cases: for highway tolls, and for the driver's overnight accommodation up to $120.00 or equivalent local currency, when required by U.S. Government business such as travel to another city, and upon presentation of an original invoice (using the online pricing application).

3.7.3.3.4 15-Passenger Buses with Driver (Group "Z"): All requirements concerning the rental of a vehicle with the driver described above in the "Executive Sedan with Driver" shall apply to this paragraph also.

3.7.3.4 Insurance and Liability.

3.7.3.4.1 The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below.

3.7.3.4.2 The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

3.7.3.4.3 The HS Contractor and any Subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the HS Contractor, its subcontractors, its agents, or employees.

3.7.3.4.4 The HS Contractor shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The HS Contractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

3.7.3.5 Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations.

3.7.3.6 Mileage and Deposit Charges. There are no mileage or deposit charges for the vehicles rented under this contract for all mileage travelled within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity's needs. The HS Contractor shall be entitled to an additional half days' rental fee at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

3.7.3.7 Time Periods of Rental. Rental time shall begin once the vehicle and driver are available for use alongside the Ordering Activity. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than 8 hours straight. Drivers must not have been driving within the previous 8 hours.

3.7.4 LIGHT TRUCKS (LOT LINE ITEM XX11AI)

3.7.4.1 The HS Contractor shall provide covered, lockable trucks with a driver to load/off load cargo and mail. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and offloading.

3.7.4.2 The HS Contractor shall be responsible for security and prevent loss/damage/destruction of cargo and mail.

3.7.4.3 The HS Contractor shall return all items left in rental vehicles to the ship's Ordering Officer.

3.7.4.4 The HS Contractor shall obtain written acknowledgement of vehicle service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

3.7.4.5 The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cost, except where the loss or damage is cost by the willful and wanton negligence of the U.S. Government employee.

3.7.4.6 Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than eight (8) hours. Drivers must not have been driving within the previous eight (8)

hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the daily rate, with the HS Contractor entitled to a minimum charge of four (4) hours. The HS Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. The daily rate shall be inclusive of all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals.

3.7.4.7 The HS Contractor shall provide vehicle service with qualified drivers for official government business related to port visits.

3.7.4.8 The HS Contractor shall provide one-way transfer vehicles with drivers to transfer cargo between a designated pick-up point and a specified destination within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity's needs. The HS Contractor shall be entitled to an additional half days' rental fee at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

3.7.4.9 The HS Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

3.7.4.10 The HS Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

3.7.4.11 If the unit of issue is by "Day", then the rental period shall constitutes 24 hours.

3.8 FORCE PROTECTION SUPPLIES AND SERVICES (CLIN XX11)

3.8.1. General (CLINs XX01 & XX02): The HS Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The HS Contractor must develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HS Contractor must coordinate all aspects of FP planning and services with Port Authorities, HN agencies, and U.S. Embassy security staff. If the HN is supplying FP assets and/or services at no cost or HN rate, the HS Contractor must verify that they are available and are scheduled to show up on time. When the HS Contractor obtains a FP supply or service from the port or local government-type organization and the price of that item is set by a published price list, the HS Contractor shall be reimbursed for the published price of the item or the price the HS Contractor pays for the item, whichever is less. The HS Contractor shall provide supporting documents from the HN for verification to the Supply Officer. The HS Contractor shall not follow directions of the ship's Security Officer or Advanced Party FP Officer that vary from these contract requirements without first confirming that direction with the AGR. The HS Contractor shall not add any requirements unless first receiving direction to do so as provided at paragraph 3.8.4 below.

3.8.1.1. Access Points: The HS Contractor shall establish a single entry and exit point to the pier area.

3.8.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

3.8.1.3. Personnel Identification: The HS Contractor shall positively identify all personnel before allowing access to the pier area and be able to readily identify personnel while they are working.

3.8.1.3.1. Background Checks. The HS Contractor shall conduct security background checks on its employees and the employees of its subcontractors with local or national police departments or other government organizations. The HS Contractor shall not use employees or employees of a subcontractor if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers.

3.8.1.3.2. The HS Contractor shall issue photo identification badges to its personnel and ensure subHS Contractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times.

3.8.1.3.3. The HS Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as HS Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

3.8.1.4. Access Lists: The HS Contractor shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other Contractors as required.

3.8.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

3.8.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work.

3.8.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

3.8.1.5. Inspections. The HS Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

3.8.1.6. Stand-Off Distances:

3.8.1.6.1. Objects: To the maximum extent practicable the HS Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

3.8.1.6.2. Unloading Zones: To the maximum extent practicable the HS Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship.

3.8.1.7. Warning Signs: The HS Contractor shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. To define the scope of this requirement, FP signage must be placed at intervals not to exceed every 200 ft. on the perimeter of the visiting ship. Specific locations where the signs are to be posted are at the discretion of each ship. Provision of these signs is a cost to be included in the management services fee.

3.8.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

3.8.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area, Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

3.8.1.8. Ship Schedules: The HS Contractor shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HS Contractor's written policy shall describe the required measures to protect ship schedule information.

3.8.2 Security Guards Services (CLIN XX11)

3.8.2.1. The HS Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

3.8.2.2. The HS Contractor shall comply with Attachment 3 for security guard operations.

3.8.2.3. All security guards shall be armed.

3.8.3. Beach Guard Office or Tent

3.8.3.1. The HS Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ship's personnel while performing security checks on personnel, baggage, and vehicles.

3.8.3.2. The office or tent will be large enough to accommodate a minimum of five (5) people. The tents shall have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The HS Contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 LB, CO2 fire extinguisher shall be provided and kept fully charged.

3.8.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language providing notice about the security checks that will be conducted in the immediate area.

3.8.4. Deleted

3.8.5. Non-Contract FP Measures: The HS Contractor is prohibited from providing any FP measures that are not included in this contract, whether requested by the ship or recommended by its contractor, unless approval is obtained in advance from the FISC Detachment Singapore Contracting Office. As part of its request for approval, the HS Contractor must explain what the added FP service will include and its understanding of why it has been requested. The Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made by FISC Detachment Singapore Office, then the HS Contractor will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

3.8.6. See Attachment 3,5,6 & 7 for additional force protection requirements.

3.9 MATERIAL HANDLING (UP TO 150 LBS) (CLIN XX12)

3.9.1 The HS Contractor shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

3.9.2 The HS Contractor shall use counter-to-counter delivery and charge by each Bill of Lading. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

3.9.3 Shipping documents shall be labeled "SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HS Contractor.

3.9.4 The HS Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel. The HS Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

3.9.5 The HS Contractor shall receive the package from the ship and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

3.9.6 The HS Contractor shall deliver the package to the ship the day of arrival in port or the following morning. The HS Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

3.9.7 The HS Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HS Contractor shall store the package so that it will not be damaged and forward to the next port of call or as otherwise directed by the ship.

3.10 BROWS (CLIN XX13)

3.10.1 Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The HS Contractor shall provide the brows specified in the schedule as ordered by the ship. A range of brow sizes is provided in each of the sub lot line items of lot line item XX13. All brows provided by port authorities, host nation, or US Government shall be billed at cost as port tariff items. Mobilization, demobilization, setup and placement shall be included in the proposed unit price of all XX13 sub lot line items. In cases where brows are provided by port authorities, host nation, or US Government free of charge, at reduced cost, or for mobilization/demobilization costs only; these costs will be reimbursed without additional fees or markup.

3.10.2 Due to the height difference between the submarine deck and pier, the HS Contractor provided submarine brow (must afford personnel a smooth and safe transit when entering or exiting the submarine deck. The submarine brow must be capable of supporting shore power cables without damaging the cable.

3.10.3 The HS Contractor shall be entitled to bill for 4 hours of usage under this line item when actual usage is less than 4 hours (per order). Billing for brows shall be calculated up until the scheduled time of departure. Discrepancies, if any, between the number of hours billed at the pre-sailing visit and the actual number of hours used shall be invoiced and paid in accordance with the procedures in OC-1, Invoices and Payments. The order of priority of usage in paragraph 2.7 applies.

3.11 MOBILE CRANE SERVICES (CLIN XX14)

3.11.1 The HS Contractor shall provide mobile crane services (shore crane) with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each mobile crane ordered. Crane services under this Line Item are for land cranes only.

3.12 FORKLIFT SERVICES (CLIN XX15)

3.12.1 The HS Contractor shall provide forklift services with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. Upon the Supply Officer's request, the HS Contractor shall provide information concerning forklift/lifting capacity. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered.

3.13 TELEPHONE SERVICES AND COMMUNICATION EQUIPMENT (CLIN XX16)

3.13.1 Cellular Telephone Services (XX16AA): Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under XX16AA. The HS Contractor shall have readily available a minimum of 10 cellular telephones at a given time. Each mobile phone provided shall include an operating manual/instruction with published rates for usage. Airtime for mobile phones shall be included under XX16AB. Usage charges associated with mobile phones (XX16AB) will be the actual charges computed in accordance with the local or national tariff.

3.13.2 SIM cards with prepaid airtime shall be provided where the ship or operating unit has mobile phones and desires only SIM cards for use in the specific port area. SIM cards provided under LINE ITEM XX16AC shall include activation of the SIM card. HS Contractors shall not be obligated to provide quantities of sub lot line item XX16AC in excess of quantities permitted by host nation law or regulation.

3.14 PORT TARIFFS NOT OTHERWISE SPECIFIED (CLIN XX17)

3.14.1 Port tariffs (PT) billable under XX17 include all PT items for which a specific sub-line item is not specified in the Exhibit A.

3.14.2 The HS Contractor shall also provide all original documents with any invoices for port tariff items which have been provided to the ship for certification by the ship's Supply Officer prior to departure. Invoices for port tariff items not available prior to the ship's departure shall be presented for payment in accordance with OC-1.

3.15 COST REPORTING (CLIN XX18)

3.15.1 All billing and cost reporting shall be made in the units specified in the respective contract Line Items.
3.15.2 The HS Contractor shall enter and report ALL expenditures under this contract, regardless of customer or ordering activity, into LogSSR.
3.15.3 The pre-arrival cost estimate is part of the Cost Reporting Line Item.

3.15.4 LogSSR Reporting(XX18AA)
The Contractor shall fully participate in the use of the Logistics Support Services Repository (LogSSR) web-based system. LogSSR replaces all previously used reporting processes such as legacy web-based systems like Cost Reporting and Forecasting Tool (CRAFT).
Upon award, the Contractor shall utilize the LogSSR to submit all reports and documentation related to the ship's visit. LogSSR can be accessed through the NAVSUP One Supply website at https://www.navsup.navy.mil/onesupply, redirected through www.navsup.navy.mil/logssr or directly at the official website of https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(1) LogSSR access and input.

(a) At the start of the contract period of performance, the Contractor shall enter the final itemized port cost information directly into the LogSSR database (Actual Cost Report) and email all corresponding documentation (Initial Cost Estimate Report, final invoices, and supporting documentation required by the contract). External Certification Authority Public Key Infrastructure (ECA PKI) is not required for entry, but no access to the contractor's information is accessible unless obtaining an ECA PKI.

(b) Contractors can obtain access to their submissions by obtaining an ECA PKI per the NAVSUP One Supply guidelines and requesting access through the website. Information can be obtained through the LogSSR website at https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(2) LogSSR functionality.

(a) This system is designed to gather all reports and documentation related to the ship's visit, beginning with the Initial Cost Estimate (referred to in this solicitation as the 'pre-arrival cost estimate') to the Actual Cost Report. All supporting documentation will be submitted by email to navsup_hq_logssr@navy.mil in PDF format (Adobe Acrobat) when the port visit information is entered into LogSSR. Although the pre-arrival cost estimate is a separate reporting requirement, a copy of this report shall also be submitted as part of the Actual Cost Report documentation described in paragraph (b) below. The Documentation is discussed below:

(b) Actual Cost Report:

(1) The Contractor shall create the Actual Cost Report in the LogSSR website directly, within seven calendar days from completion of the ship's visit . The contractor shall also send a copy of the order (i.e. SF 1155 or 1449), a copy of any Initial Cost Estimates, a copy of the logreq, and all the contractor's invoices and supporting documentation required by the contract as PDF files to theLogSSR email address of navsup_hq_logssr@navy.mil and to the email address specified at the time of contract award for each region concurrent with the creation of the Actual Cost Report in LogSSR.. The Contractor shall identify the line items as actual or estimated. This option is for those line items where the Contractor has not received the actual invoice before the ship leaves port, i.e. telephone bills. The Contractor shall include all port costs paid by each ship for which the Contractor provides husbanding services. The term "port costs" includes all supplies or services identified in the section of the contract titled, SUPPLIES/SERVICES AND PRICES, supplies or services furnished under another FISC contract, and any other charge paid by the ship during the port visit.

(2) For ships that do not have payment capabilities, the Contractor shall send the signed DD Form 1155, invoices and the additional documents required clearly indicating that a payment is pending to the and to the email address specified at the time of contract award for each region and to the LogSSR email address of navsup_hq_logssr@navy.mil.

(3) Any changes to an Actual Cost Report (i.e. finalize the charges made on an estimated amount) shall be forwarded by e-mail to and to the email address specified at the time of contract award for each region and to navsup_hq_logssr@navy.mil email account as PDF file within seven calendar days of the change. The FISC Detachment Singapore contracting office will update changes to the LogSSR.

(4) The Actual Cost Report and supporting documentation will be visible in the LogSSR website by the government personnel with validation authority. Final reports of an HSP representative can be accessed through the website only by obtaining an ECA PKI that will provide access only to the HSP's submitted information.

3.15.5 Pre-arrival Cost Estimate Report (XX18AB)

(1) The Contractor shall prepare an Initial Cost Estimate Report (referred to in this solicitation as the 'pre-arrival cost estimate') in response to all orders issued to the Contractor by any method identified under "ISSUANCE OF ORDER" in Contract Terms and Conditions – Commercial Items. The orders will be provided to the Contractor by ships, activities and individuals identified in the contract. The Initial Cost Estimate will include estimated prices

for all items ordered. It will not be sufficient to simply state that the estimated price is "per FISC contract" or "per Port Tariff". The Contractor shall utilize Pre-arrival Cost Estimate Report format included in Exhibit B.

(2) The Contractor shall send the Initial Cost Estimate Report by email to the requiring customers authorized to use this contract and to the and to the email address specified at the time of contract award for each region within 48 hours after receipt of the LOGREQ/order. In the situation where the Contractor receives the logreq with less than two working days prior to the arrival of the ship, the Contractor shall make every effort possible to provide the cost estimate prior to the ship's arrival, but in no case, more than 48 hours after receipt of the LOGREQ.

(3) Any changes to an Initial Cost Estimate Report shall be forwarded by email to the requiring customers authorized to use this contract and to the email address specified at the time of contract award for each region .

(4) These estimates shall be provided to any other requiring customers authorized to use this contract based on the customer's request.

(5) In addition to the initial cost estimate, the Contractor shall provide any additional information and respond to the activity authorized to act on behalf of the ship, such as the Port Services office or the DAO.

NOTE: Before submission of reports or any other data to the FISC Contracting Office via electronic transmission or any other data media, the Contractor shall scan all documents with current anti-virus software to ensure computer virus free transmission. The LogSSR server scans all reports for computer viruses before inclusion in the databases. Any reports received containing computer viruses will be immediately returned to the Contractor.

3.16 WATER FERRY/TAXI SERVICE (CLIN XX19)

3.16.1 The HS Contractor shall provide water taxis to transfer ship personnel to and from the ship and the fleet landing. At the commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule. The HS Contractor shall provide water taxi service when the vessel is expected to be at anchorage for twenty-four (24) hours or more. Water taxi service shall be always available, with the exception of inclement weather, during the two (2) one-hour meal breaks and during refueling. At the commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule.

3.16.2 The hourly rate for taxi water service shall include a minimum of two (2) qualified operators (a driver and one other operator), any other helpers or crew members required by local authorities, all insurance, fuel, holiday surcharges, overtime, and other operating expenses. Operator qualifications are set forth in paragraph 3.16.15 below.

3.16.3 Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the ship. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection. The HS Contractor shall be entitled to a six (6) hour minimum rental fee in cases where actual usage is less than 6 hours (per order).

3.16.4 Cancellation. The Ordering Activity will notify the HS Contractor at least forty-eight (48) hours in advance for cancellation of service. If the service is cancelled with less than forty-eight (48) hours notice, the Ordering Activity shall be responsible for cancellation costs unless cancellation is required due to adverse weather conditions (described in paragraph 3.16.13 below). A cancellation fee shall not be assessed in the event service is cancelled with less than 48 hours notice due to adverse weather conditions.

3.16.5 If the HS Contractor cannot provide the size of water taxi ordered, the HS Contractor shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event the ship will be charged for the size of the water taxi ordered. For example, if one (1) 250-pax water taxi is

ordered and is not available, then two (2) 125-pax water taxis shall be provided for the rate of one (1) 250-pax water taxi, if acceptable to the Ordering Officer.

3.16.6 The HS Contractor shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the port or the country in which the port is located. Apart from compliance with local laws and regulations, the HS Contractor shall meet all additional requirements as set forth throughout the PWS. Water taxi shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, and fitted for service required. Further, water taxi shall be in a clean condition when presented for service and shall be free of debris. The water taxi shall be sufficiently clean so as not to soil passengers, their clothing, or possessions with dirt, grease, oil, or other matter. If the water taxi does not meet the requirements of this paragraph as determined by the Ordering Officer, the U.S. Government shall have the right to reject the water taxi for performance of services.

3.16.7 The HS Contractor shall ensure that all water taxis are fully licensed, registered, and insured, including adequate liability insurance, in accordance with local laws and regulations.

3.16.8 Each water taxi shall be equipped with at least one clean and serviceable life jacket for each passenger and crewmember, and all jackets shall be stowed in a readily accessible place.

3.16.9 All water taxis used by the HS Contractor shall provide overhead covering.

3.16.10 Before the commencement of any services under this contract, the HS Contractor shall make the water taxi available to the Ordering Vessel's Commanding Officer or designated representative for inspection.

3.16.11 The following information shall be conspicuously posted in English and the language of the country in which the port is located:

a. Current operator's/captain's license.
b. Passenger/weight capacity limits notice.
c. Location of life jackets and other life saving equipment.
d. Location of all exits indicated in large letters.
e. Emergency procedures.

3.16.12 Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

3.16.13 'Adverse weather' conditions are weather conditions in which operations of water taxis are unsafe for passengers and shall be determined by the Commanding Officer, Command Duty Officer, Operations Officer, Officer of the Deck, or local port authority. Operation of the water taxi shall be in a safe and seaworthy manner. Operation of water taxis is not allowed under adverse weather conditions.

3.16.14 Consumption of alcoholic beverages shall not be permitted aboard the water taxi.

3.16.15 Operator Qualifications: All personnel or employees of the HS Contractor operating water taxis, shall have all certification required and issued by the law of the country in which the port is located for the operation of the type, class, or size of water taxi being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the water taxis are to be operated to ensure the water taxis are operated in a safe and seaworthy manner. At least one operator on each boat must speak English. The HS Contractor is required to provide a minimum of two (2) qualified operators for each water taxi at all times.

3.16.16 Security: During the term of this contract, the ship(s) to be serviced will provide adequate and sufficient security personnel for maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the ship's Commanding Officer or designated

representative. When such naval personnel are embarked in a HS Contractor-operated water taxi, he will be responsible for the good order and discipline of naval personnel.

3.16.17 In the event of a water taxi breakdown, immediately prior to, or during a trip, the HS Contractor shall immediately provide a replacement water taxi that complies in all respects with this contract, at no additional cost to the U.S. Government. If a water taxi is not operable when required under this contract, the HS Contractor shall immediately provide at no additional expense to the U.S. Government, a replacement water taxi which complies in all respects with this contract.

3.16.18 Any personal articles or items found on the water taxi after completion of each trip shall be turned over to the ship's Security Officer or his direct representative.

3.16.19 To verify a claim by the HS Contractor for any damage or destruction caused by the U.S. Government, it shall be the responsibility of the HS Contractor to ensure that the water taxi is jointly inspected before and after each trip by the HS Contractor and an authorized representative of the U.S. Government.

3.16.20 When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

3.16.21 In the event the U.S. Government rejects a water taxi, the U.S. Government shall not be liable for any costs the HS Contractor incurs in presenting said water taxi for inspection.

3.16.22 The HS Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for U.S. Government review and inspection.

3.17. FRESH FRUITS AND VEGETABLES (FF&V), BREAD, EGGS, AND OTHER SUBSISTENCE ITEMS

3.17.1. When requested by the ship, the HS Contractor shall assist in arranging for the timely provision of FF&V, Bread and Eggs and other subsistence items. FF&V shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using nightsoil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. The HS Contractor shall assure that the provider of items arranged under this line item furnished to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars (Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Delivery charges shall be included in the price rather than being shown separately.

3.17.2. If the total cost of FF&V and subsistence items ordered and received by a ship under this contract exceeds $10,000.00 for a port visit, the HS Contractor shall submit a report via e-mail to FISC Detachment Singapore within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the HS Contractor shall provide copies of all quotes obtained. This report is in addition to the CRAFT report.

3.17.3. The HS Contractor shall ensure that the sources it recommends to the ship's SUPPO for the supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection is provided as Attachment 8.

3.17.4. The HS Contractor shall consider this requirement for inspection of sources when recommending or selecting suppliers of subsistence items. Under no circumstances should the HS Contractor recommend or offer for acceptance subsistence items from non-approved sources.

3.17.5. The HS Contractor shall comply with the Quality Assurance Provisions as per Attachment 9 when providing or arranging to provide FF&V, bread, eggs, and other subsistence items.

CONTRACT TERMS AND CONDITIONS
ADDITIONAL CONTRACT TERMS AND CONDITIONS

(a) ORAL ORDERS (Indefinite Delivery Contracts) (SUP 5252.216 9402) (JAN 1999). Oral orders may be placed, provided the following conditions are complied with:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.

(3) Invoices for supplies or services furnished in response to total orders will be accompanied with a received copy of each related delivery ticket.

(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

(b) WRITTEN ORDERS (Indefinite Delivery Contracts) (SUP 5252.216 9403) (JAN 1992). Written orders on Standard Form 1449/DD Form 1155 will contain the following information, consistent with the terms of the contract:

(1) Date of order;
(2) Contract number and order number;
(3) Item number and description, quantity, and unit price;
(4) Delivery or performance date;
(5) Place of delivery or performance (including consignee);
(6) Packaging, packing, and shipping instructions, if any;
(7) Accounting and appropriation data;
(8) Any other pertinent information.

(c) AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (SUP 5252.243-9400) (JAN 1992)

(1) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(2) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(3) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and FAX telephone number of the Procuring Contracting Officer (PCO) are:

Commercial Address: FISC Detachment Singapore
PSA Sembawang Terminal
Deptford Road, Building 7-4, Unit 2-9
Singapore 759657

Military Address: PSC 470, Box 2150
FPO AP 96534-2150

FAX Numbers: (65)-6-750-2639 or 2382

(d) Provision for Wood Products SA 03-05 NAVSUP CLAIMANCY POLICY - Pinewood Nematode (microscopic roundworm) Free Non-Manufactured Wood Pacing (NMWP) Material (SWPM) (Nov 2002) NAVSUP

(1) Definition. 'Pinewood nematode' as used in this provision, means a microscopic roundworm that has infested coniferous (softwood) trees.

(2) All non-manufactured wood lumber, pallets boxes, crates, containers, reels blocking and bracing, dunnage, drums, etc. for all shipments are required to be certified pest- (pinewood nematode) free. All wood pallets, boxes, crates, containers, reels, blocking and bracing, dunnage, drums, etc. ordered/delivered from vendors/suppliers shall be heat-treated and marked to the American Lumber Standards Committee (ALSC), NMWP policy and enforcement standards. The approved method for ensuring NMWP material is pinewood nematode free is as follows:

(i) Heat-treated to a minimum core temperature of 56 ▪ C(133 ▪ F) for at least 30-minutes in a closed chamber that has been tested evaluated, and approved officially for this purpose. In addition, the susceptible wood shall display an officially approved heat-treated marking enabling the identification of where and by whom the above treatment has been carried out.

(3) All bulk lumber procured for the fabrication of pallets, boxes, crates, containers, reels, skids, blocking and bracing, dunnage, drums, etc., shall be certified and marked as a part of the fabrication process, to the ALSC NMWP policy and enforcement standards. Vendors/Suppliers using ALSC-certified lumber to make or repair wooden boxes, crates, skids, containers, pallets, reels, drums, etc., must have formal processing procedures and documentation to ensure that only certified lumber leaves their fabrication point.

(4) This provision is self-deleting if the material or supplies are not shipped in NMWP material.

(e) Agency Protests

(1) Prior to submission of an agency protest, all parties should use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions.

(2) FISC Detachment Singapore will process agency protests in accordance with the substantive and procedural requirements of FAR 33.104(d).

(3) Pursuant to FAR 33.103(d)(4), an agency protest may be filed directly with either the Contracting Officer or the Chief of the Contracting Office. A protestor who initially files an agency protest with the Contracting Officer

may appeal an adverse decision to the Chief of the Contracting Office. Agency protest submissions should clearly identify the initial adjudicating official, i.e., the "Contracting Officer" or "Chief of the Contracting Office".

SPS CONSOLIDATED SERVER TIME ZONE (Jun 2006) (NAVSUP)

All interested parties are hereby advised that the date and time for the Contracting Officer signature and the release of this contractual document are based on US Central Time Zone. All other dates and times are based on local time.

To calculate your time in relation to US Central Time Zone, vendors may visit the following url:
http://www.timeanddate.com/worldclock/converter.html

Disclaimer: this site is not owned or maintained by the U.S. Government and therefore isn't warranted to be correct. This URL is provided as a convenience only and is not intended to preclude use of other time conversion devices.

SUP 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Address: Contracting Department (Code 250)
FISC Detachment Singapore
PSA Sembawang Road
Deptford Road Bldg 7-4
Singapore 759657
Telephone: (65) 6750-2069

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		1	Lot		NSP

MINIMUM GUARANTEE FOR HS PHILIPPINES
FFP
THIS LINE ITEM DOES NOT ORDER GOODS OR SERVICES. IT MAY BE ISSUED ON TASK ORDER/DELIVERY ORDER NUMBER 00MG FOR THE SOLE PURPOSE OF RECORDING THE OBLIGATION OF FUNDS ASSOCIATED WITH THE MINIMUM QUANTITY UNDER THIS BASIC CONTRACT.
FOB: Destination
MILSTRIP: N4034510RCSG0023
PURCHASE REQUEST NUMBER: N4034510RCSG0023

MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		208,888.80	Lot	$1.00	$208,888.80

HUSBANDING SERVICE FOR PHILIPPINES
FFP
SEE EXHIBIT A LOT 1 AND LOT 2 FOR A COMPLETE LISTING OF ALL CLINS AND SUBCLINS FOR THIS CLIN. THE BASE PERIOD SHALL BE FOR 2 MONTHS. ALL PRICES ARE FOB DESTINATION AND SHALL BE IN U.S.DOLLARS.
FOB: Destination
MILSTRIP: N4034510RCSG0023
PURCHASE REQUEST NUMBER: N4034510RCSG0023

MAX NET AMT $208,888.80

ACRN AA $208,888.80
CIN: N4034510RCSG00230002

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 23-SEP-2010 TO 22-NOV-2010	N/A	N/A FOB: Destination	
0002	POP 23-SEP-2010 TO 22-NOV-2010	N/A	N/A FOB: Destination	

ACCOUNTING AND APPROPRIATION DATA

AA: TO BE INDICATED ON INDIVIDUAL DELIVERY ORDER
AMOUNT: $208,888.80
CIN N4034510RCSG00230002: $208,888.80

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
252.233-7001	Choice of Law (Overseas)	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

___ (6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (8) [Reserved].

___ (9)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (10)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (11) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (12)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2010) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (iv) Alternate III (JUL 2010) of 52.219-9.

___ (13) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (14) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (15)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (16) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (17) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

___ (19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

_X__ (20) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (21) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

___ (22) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (23) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (24) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of theVietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (25) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (26) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (28) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423) .

___ (ii) Alternate I (DEC 2007) of 52.223-16. .

___ (31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

___ (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (41) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

____

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1)in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) Reserved.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 23 September 2010 through 22 November 2010.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor a series of orders within 30 days for performance at a specific port that together call for quantities that exceed those identified in the pricing schedule by more than 300 percent (300%).

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 days following the effective period of the contract.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days before contract expires.

(End of clause)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: http://acquisition.gov/comp/far/
DFARS Clauses: http://www.acq.osd.mil.dpap/dars/dfars/

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2010)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

_X__ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ___252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) ____ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ____ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

(9) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11))(i) ___ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (SEP 2008)

(12) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (JUL 2009) of 252.225-7036.

(15) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) ____ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) __X__ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(22)____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(23)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(24) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all—

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting officer.

(End of clause)

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUNE 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

(End of clause)

EXHIBITS AND ATTACHMENTS

Applicable documents, exhibits, and attachments for this contract are:

EXHIBIT NO.	DOCUMENT
A.	Schedule of Supplies and Services
B.	Pre-Arrival Cost Estimate Report

ATTACHMENT NO.	
1.	Classification of Ships
2.	Refuse Definitions
3.	Security Guard Operations
4	Water Taxi Specifications
5.	Floating Line of Demarcation
6.	Performance Work Statement (PWS) for Force Protection
7.	Picket Boat Operations & Specifications

8.	Request for Sanitary Inspection
9.	Quality Assurance Provisions (including Appendices A & B)
10.	Quality Assurance Surveillance Plan (QASP)

EXHIBIT A – SCHEDULE OF SUPPLIES AND SERVICES

Exhibit A (ELINs) Schedule of Supplies and Services.

Separate Excel spreadsheet is attached. Complete all unit prices in U.S. Dollars under each lot and grand total. A completed Excel soft copy shall be forwarded to the Contracting Officer as part of the offer to enable the Contracting Officer to verify the formula when evaluating prices.

EXHIBIT B – PRE-ARRIVAL COST ESTIMATE REPORT

Separate Excel spreadsheet is attached. This is the format that the government requires Contractor to submit within 48 hours after receipt of the LOGREQ/order.

ATTACHMENT 1
SHIP CLASSIFICATIONS (DESCRIPTION OF U.S. NAVY SHIPS BY CLASS AND TYPE)

The following are Ship Classifications:

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	7
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360
Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854
Class IV					
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082
T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276

T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

Displacement is expressed in tons and represents fully loaded displacement.

The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

GLOSSARY OF TERMS AND ABBREVIATIONS

AGOS	RESEARCH SHIP
AGSS	RESEARCH SUBMARINE
AOE	FAST COMBAT SUPPORT SHIP
ARS	SALVAGE SHIP
AS	SUBMARINE TENDER
CG	GUIDED MISSLE CRUISER
CV	MULTIPURPOSE AIRCRAFT CARRIER (CONVENTIONALLY PROPULSION)
CVN	MULTIPURPOSE AIRCRAFT CARRIER (NUCLEAR PROPULSION)
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
FFG	GUIDED MISSLE FRIGATE
HSV	HIGH SPEED VESSEL
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCS	LITTORAL COMBAT SHIP
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LHD	AMPHIBIOUS ASSAULT SHIP (MULTI- PURPOSE)
LPD	AMPHIBIOUS TRANSPORT DOCK
LSD	AMPHIBIOUS CARGO SHIP
LSV	LOGISTIC SUPPORT VESSEL (ARMY)
HSIC	MARK V SPECIAL OPERATIONS CRAFT (1 PAIR)
MCM	MINE COUNTERMEASURE SHIP
MCS	MINE COUNTERMEASURE SUPPORT SHIP
MHC	MINE HUNTERS COASTAL
MSC	MILITARY SEALIFT COMMAND
PC	PATROL COASTAL SHIP
SSBN	BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSGN	CRUISE MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	ATTACK SUBMARINE (NUCLEAR PROPULSION)
T-AE	AMMUNITION SHIP (MSC)
T-AFS	COMBAT STORE SHIP (MSC)
T-AGOS	OCEAN SURVEILLANCE/PATROL SHIP (MSC)

T-AGS	SURVEYING/ OCEANOGRAPHIC SHIP (MSC)
T-AH	HOSPITAL SHIP (MSC)
T- AKE	DRY CARGO/AMMUNITION SHIP (MSC)
T-AKR	STRATEGIC SEALIFT SHIP (MSC)
T-AO	OILER (MSC)
T-AOT	TANKER (MSC)
T-ATF	FLEET OCEAN TUG (MSC)
WAGB	POLAR CLASS ICEBREAKERS
WHEC	HIGH ENDURANCE CUTTER
WMEC	MEDIUM ENDURANCE CUTTER

ATTACHMENT 2
REFUSE SERVICE DEFINITIONS

The following are Refuse Definitions used for this contract:

"Refuse" includes all garbage, ashes, debris, rubbish and other similar waste material, and anything else delivered to the ship, but not taken onboard due to spoilage, etc., even though such refuse was not aboard the vessel when it arrived in port. Not included are explosives and incendiary waste and contaminated waste from medical and radiological processes.

"Garbage" means animal and vegetable waste (and containers thereof) resulting from the handling, preparation, cooking, and consumption of foods. Edible, or hog food, garbage is the portion of waste food, which has been segregated for salvage.

"Ashes" means the residue from burned wood, coal, coke, and other combustible material.

"**Debris**" means grass cuttings, tree trimmings, stumps, street sweepings, rooting and construction wastes, and similar waste material.

"**Rubbish**" means a variety of unsalvageable waste material such as metal, glass, crockery, floor sweepings, paper, wrappings, containers, cartons, and similar articles not used in preparing or dispensing food. Rubbish is further subdivided into:

"**Combustible Rubbish**" which can be burned readily in an incinerator or burning pit.

"**Noncombustible Rubbish**" which cannot be burned at ordinary incinerator temperatures (800 to 1,800 degrees F.)

"**Receptacles**" or "**Containers**" means cans, drums, bins, or similar receptacles, which can be handled easily, and multiple containers, which are handled by mechanical truck-mounted hoists. A **"bin"** is defined as a standard garbage bin used for this service which can vary in size. Size will be identified in The Schedule Sub-CLINs.

ATTACHMENT 3
SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

    1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

    1.2. Security guards may be provided through private security firms or through local police officials.

    1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

    1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

    1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pierside:

    2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

    2.2. All pierside guard services will be performed within the parameters of local Laws and Regulations.

    2.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

    2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

    2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

    2.6. The following equipment will be required as a minimum for each guard:

        2.6.1. Uniform as provided by contractor or authorities;

        2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. ROEs Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats:

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2 If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3 The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4 As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

ATTACHMENT 4
WATER TAXI SPECIFICATIONS

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxi specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated FISC Det Singapore Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor, the FISC Det Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including COMPACFLT.

5. COMSEVENTHFLT Specifications:

5.1. Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of Philippines. Notwithstanding compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

5.1.1. Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

5.1.2. Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

5.1.3. The following information shall be conspicuously posted in both English and (the appropriate foreign language):

5.1.3.1. Current Operator's/Captain's license and boat names.

5.1.3.2. Passenger/weight capacity limit notice.

5.1.3.3. Location of life jackets and other life saving equipment.

5.1.3.4. Location of all exits indicated in large letters.

5.1.3.5. Emergency procedures

5.1.4. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

5.1.5. Operation of the boat shall be in a safe and seaworthy manner.

5.1.6. The consumption of alcoholic beverages shall not be permitted aboard the boat.

5.2. Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by the Republic of Philippines for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

5.3. Security: During the term of this contract the ship(s) to be serviced (insert ship name if purchase order) agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

5.4. Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

5.5. Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

5.5.1. Hull

5.5.1.1. Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures.

5.5.1.2. Superstructure, including masts and stacks.

5.5.1.3. Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.

5.5.1.4. Provisions for drainage of sea water from exposed decks over the side and not into the bilges.

5.5.1.5. Access/egress points- adequacy of number and location.

5.5.2. Machinery

5.5.2.1. 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.

5.5.2.2. Main propulsion and auxiliary machinery essential to operation of boat.

5.5.2.3. Sea and bulkhead closure valves.

5.5.2.4. Bilge auction strainers and dewatering systems-bilge pump to be tested by operation

5.5.2.5. Bilges free of flammable liquids

5.5.3. Electrical

5.5.3.1. Cables.

5.5.3.2. Navigation, deck, and emergency lights.

5.5.3.3. Rotating electrical machinery; e.g., generators and motors --Storage batteries

5.5.4. Lifesaving equipment

5.5.4.1. Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.

5.5.4.2. Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.

5.5.4.3. First aid kits, life rings and distress lights.

5.5.4.4. Distress signaling devices

5.5.5. Fire fighting equipment

5.5.5.1. Fire pump - test by subjecting fire hose(s) to fire pump pressure.

5.5.5.2. Portable fire extinguishers.

5.5.5.3. Fixed systems, e.g., C02 cylinders.

5.5.6. Steering apparatus

5.5.7. Miscellaneous systems and equipment

5.5.7.1. Harbor charts.

5.5.7.2. Ground tackle and mooring lines.

5.5.7.3. Whistle/fog horn, bell.

5.5.7.4. Lighted compass.

5.5.7.5. Radar.

5.5.7.6. 2-way radio capable of Bridge-to-Bridge communications.

5.5.7.7. Current license.

5.5.7.8. Operator qualifications.

5.6. Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement-is that contained in paragraph 5.7 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

5.7. Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

5.7.1. Safety of operations. Insure the following are present and in working condition:

5.7.1.1. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.

5.7.1.2. Fire extinguishers sufficient for the size of the vessel operated.

5.7.1.3. Radio (with battery backup) capable of Bridge-to-Bridge communications.

5.7.1.4. Anchor/chain sufficiency for the size of the vessel operated.

5.7.1.5. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

5.7.2. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:

5.7.2.1. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

5.7.2.2. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.

5.7.2.3. Ensure no bare or exposed electrical wires or connections are located in the passenger area.

5.7.2.4. Validate that sufficient unobstructed exits are present and marked in English.

5.7.2.5. Verify that no missile hazards, gear adrift, or trip hazards exist.

5.7.3. The following shall be conspicuously displayed, in English:

5.7.3.1. Passenger/weight capacity.

5.7.3.2. Location and number of life jackets.

5.7.3.3. Location of life saving equipment.

5.7.3.4. Locations of exits (if not obvious).

5.8. Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

5.9. If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

ATTACHMENT 5
FLOATING LINE OF DEMARCATION OR BUOY SYSTEM FLD SPECIFICATIONS

The following are Floating Line of Demarcation (FLD) or Buoy System FLD Specifications used for this contract:

1. The Contractor shall provide a FLD to identify a restricted area in the water of approximately 330 feet (100 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. The FLD is to help identify a safe standoff zone.

2. The size of the FLD will depend on the class of ship. Pier side, the FLD should be positioned 330 feet (100 meters) fore and aft of the ship and 330 feet (100 meters) out into the water from the ship. If sufficient space is not available then the FLD will be positioned as far as possible from the ship. At anchorage, the FLD will be positioned 330 feet (100 meters) outside the swing radius of the ship.

3. There are two types of FLDs that are currently authorized.

3.1. Continuous Line FLD – If allowed by the Port, the Contractor shall provide a Continuous Line FLD per the specifications listed below.

3.1.1. The FLD must fully enclose ships at dockside or at anchorage. The FLD will have an Entry Control Point (ECP) where the FLD may be opened up when authorized watercraft require access to the ship. The Contractor will provide a boat and crew to open up and close the FLD at the ECP.

3.1.2. Specifications:

3.1.2.1. Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable ECP for access.Floatation devices positioned every meter on the line.

3.1.2.2. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing strobe lights (standing at least one meter high above the water) and positioned every 75 meters along the line.

3.1.2.3. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the FLD. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD intact at all times regardless of sea conditions. Failure of the system to remain in place may result in deductions to the invoice.

3.2. Buoy System FLD - This is an acceptable alternative to the Continous Line FLD requirement. Some Ports may require the buoys to be temporarily moved and replaced if a commercial ship requires the water space.

3.2.1. The Contractor shall provide a Buoy System FLD per the specifications provided below.

3.2.2. The Contractor shall provide a Buoy System FLD to identify a restricted area around ships. The purpose of the Bouy System FLD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 100 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible on both ship and shore based radar. The Picket Boats will patrol outside of this visual reference. The Buoy System FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) workboats to tend to the Buoy System FLD at all times.

3.2.3. Provide the system with weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

ATTACHMENT 6
PERFORMANCE WORK STATEMENT (PWS) FOR FORCE PROTECTION

CLIN XX11 - FORCE PROTECTION SERVICES AND SUPPLIES

(a) Only the ship's Commanding Officer, the ship's Supply Officer, or the FISC Det Singapore Contracting Officer is authorized to order Force Protection (FP) services under this contract. If any other activity or individual attempts to order FP services (e.g., NCIS, DAO, etc), the Husbanding Service (HS) Contractor is required to immediately inform the ship and receive a proper order prior to beginning performance of these services.

(b) The HS Contractor is responsible for providing or coordinating listed FP services as part of their Husbanding Services under Lot Line Item XX01 and XX02. The HS Contractor shall develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HS Contractor must coordinate all aspects of FP planning and services with Port Authorities, host nation agencies, and U.S. Embassy security staff. If the host nation is supplying FP assets the HS Contractor must verify they are available and are scheduled to show up on time.

(c) The HS Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer. The HS Contractor shall not add any requirements without prior approval.

(d) The HS Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Det Singapore Contracting Officer. The HS Contractor must explain what the added FP service will include and why it has been requested. The FISC Det Singapore Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HS Contractor will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

(e) FP is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, having the objective of improving security to personnel and ships while in port. FP services or supplies may be provided by the host nation at no cost or may be billed at the public tariff rate. The HS Contractor is required to verify what services will be provided by the host nation. For the services that cannot be provided by the host nation, the HS Contractor is required to arrange these services by obtaining them from commercial sources at the prices indicated in the pricing schedule.

(f) The HS Contractor shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HS Contractor's written policy shall describe the required measures to protect ship schedule information.

(g) The HS Contractor shall provide as many services identified below as ordered by the ship or FISC Det Singapore Contracting Officer. These services do not include other related services not listed, but may be required and separately ordered to attain a higher level of security in a port.

(h) Personnel providing force protection services must be responsive to instructions from the ship. This does not authorize force protection personnel to violate any local regulations, any Port Authority ordinances, or local decrees. The equipment and material used for the force protection services will be inspected by the ship's force to ascertain that they meet force protection requirements.

(i) Access Points: The HS Contractor shall establish a single entry and exit point to the pier area.

(j) Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

(k) Personnel Identification: The HS Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

(l) Background Checks: The HS Contractor shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations. The HS Contractor shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers. The HS Contractor shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The HS Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing. In addition, the HS Contractor will be required to provide vetting services for third party contractors such as DESC contractors.

(m) Access Lists: The HS Contractor shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

(n) Inspections: The HS Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

(o) Stand-Off Distances:

Objects: To the maximum extent practicable the HS Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

Unloading Zones: To the maximum extent practicable the HS Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship.

Warning Signs: The HS Contractor shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

Sign Specifications:
- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area, Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

(p) The unit price for force protection services shall include all costs associated with providing transportation, mobilization/installation and demobilization/de-installation, or arranging the requested services below unless the transportation, mobilization/installation and demobilization/de-installation is identified as a separate Lot Line item number. The HS Contractor's invoice shall set forth the unit of issue identified for each service, total quantity ordered for each service, unit price, and the total price.

(q) The force protection services that the ships may order are:

(1) CONEX box barriers capable of stopping a vehicle (automobile). (Price per meter per day)

(i) CCONEX box barriers.

Mobilization, installation and demobilization will be billed under a separate contract line item number.

The HS Contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

The barriers may be of different design and material as long as they are approved by the FP personnel. Empty 20 ft or 40 ft shipping containers may be used . Availability will determine the requested type of barrier. A combination of barriers may also be used.

A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zigzag patterns to control the speed of access.

A personnel entry point must be established through the barriers. Barriers may also be used to seal off secondary Port gates. All barriers must be placed prior to a ship's arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

(2) Armed or unarmed security guard to control vehicle and personnel access to pier. (Price per guard per hour) Must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival.

The HS Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas. The HS Contractor shall comply with Attachment 3 for security guard operations.

(3) Floating Line of Demarcation (FLD) at pierside, equipped with anchors and lighting (for night visibility). (Price per meter per day) The floating FLD must be anchored at least 30 meters from ship. Oil booms are acceptable. Mobilization, installation and demobilization will be billed under a separate contract line item number.

The HS Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers but is to help identify a safe standoff zone. The HS Contractor shall comply with the specification of the FLD in Attachment 5.

(4) Unarmed and manned picket boat or waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities. Continuous coverage is required for the period of performance ordered by the ship or by the Contracting Officer. (Price per patrol craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

The HS Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone. The HS Contractor shall comply with Attachment 7 for picket boat operations and specifications.

(5) Unarmed and manned motorized patrol craft, approximately 5-10 meters in length, with own radio to communicate with ship and local authorities, to escort ship from pilot pickup point to mooring location. (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(6) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and closed on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(7) Dive and Vetting: The HS Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities. The pier will be vetted prior to the ship's arrival. To the maximum extent practicable the HS Contractor shall inspect all watercraft at least 400 feet (125 meters) from the ship. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel. The HS Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in picket boats. (Per team per hour, minimum four (4) hours)

ATTACHMENT 7
PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

1. The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

2. The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

3. Ships at anchorage will normally require two Picket Boats.

4. The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate Lot Line Item in the contract.

5. The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

6. The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

7. The Picket Boat will meet the following requirements:

7.1. Licensed for commercial operations by local country Department of Transportation.

7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

7.4. If a deckhand crewmember is required, only qualified personnel are used.

7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

7.11.4. Portable Spotlight

ATTACHMENT 8
REQUEST FOR SANITARY INSPECTION

SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
FISC DETACHMENT SINGAPORE
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD, BLDG 7-2
SINGAPORE 759657

Dear Sir:

We are interested in supplying (e.g. specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

LIST AND INFORMATION TO REQUEST FOR INITIAL INSPECTION

List of products for which approval is requested.
Establishment letterhead - four places.
Name of establishment owner.
Site area size - acres, square feet or square meters.
General description of the area surrounding the plant site.
Building description, i.e. material used in construction, age of building(s), size (in square feet or meters), and number of stories.
Drawing of floor plan of building(s) to include major production areas (for slaughterhoused and dairies only).

List of major processing equipment.
Sources of raw materials.
Output of finished product - average kilograms or tons per day, per week or per month.
Special codes printed on product packages which identify the establishment, the product, and the date of production or packaging.
Number of employees.
Are employees receiving pre-employment or periodic medical examinations? What is the frequency of the periodic examinations?
Program for employee instruction personal hygiene, food, handling techniques, and food hygiene and safety.
Cleaning and sanitizing methods, including chemical used.
Detailed written cleaning and sanitizing program.
Official water quality certification from the local government, including total aerobic bacteria plate count, coliform count, and chemistry.
Name of water source.
Waste disposal program.
Pest control program.
Name of inspection agencies which inspect the plant (government and civilian) and frequency of inspections. Are inspection reports available for review?
Flow chart for the manufacture of each major category of products listed in No.1 above from raw materials to finished products health control points.
What laboratory examinations are performed on products and plants environment? Are the results available for review?
Total number of company vehicles?
Key personnel and point of contact for inspectors.
Direction to plant.

ATTACHMENT 9

QUALITY ASSURANCE PROVISIONS
September 2006

SECTION I. GENERAL REQUIREMENTS

1. **SANITARILY APPROVED SOURCES:** All subsistence items shall be from approved sources as authorized, or exempted in NAVSUPINST 4335.4F/AR 40-657/AFR 161-32/MCO P10110.31G. Name and address of processing facility shall identify any subcontracting entities utilized other than the primary contractors. FISC DET Singapore has available approved source listings of authorized subsistence incorporated into VETCOM Circular 40-1, Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Hawaii and Pacific) and other regions maintained and published by HQ, US Army Veterinary Command, Fort Sam Houston, Texas (http://vets.amedd.army.mil/vetsvcs/approved.nsf). The U.S. Army Veterinary Representative, prior to commencing a contract/Blanket Purchase Agreement (BPA), shall inspect all required potential sources identified. Failing to pass inspection shall be grounds for not issuing a BPA and grounds for cancellation if the facility fails inspection after a BPA has commenced. This applies to all contractors and subcontractors. Documents cited here shall be provided to the contractor upon written request.

2. **DELIVERY VEHICLES:** The supplies delivered under this contract/BPA shall be transported in a sanitary enclosed/covered or open flatbed vehicle. Semiperishable items delivered in open flatbed vehicle shall be covered with a tarp to protect products from rain or foreign objects. Vehicles shall be equipped to maintain the appropriate temperature for the subsistence being delivered. Vehicles shall be maintained in a sanitary condition to prevent contamination of the food and shall be subject to inspection by the government at all reasonable times. Supplies submitted for acceptance in vehicles, which are not sanitary, may be rejected without further inspection. Concurrent transportation of bulk contained pesticides, rodenticides, petroleum products, inedible products, household chemicals, or other caustic or volatile compounds are undesirable but occasionally necessary. When a carrier jointly transports subsistence and cleaning agents or hazardous products, the cleaning agents or hazardous products shall be segregated from the subsistence to the greatest extent. Segregated to the greatest extent means that all cleaning agents or hazardous products shall be unitized, loaded completely lower and horizontally from the subsistence to the maximum distance allowed by the physical configuration of the carrier. Shrink-wrap shall be used to secure items to pallets and provide stabilization.

3. **CODE DATING:** Master-shipping boxes shall be stamped or embossed with code dates, except Fresh Fruits and Vegetables, (FF&V). Coding must represent the date of slaughter, production, pasteurization, manufacture, or expiration/pull date. Open code shall have the date, month and year or Julian date, (last number of the year with the number of days). Closed code, such as letters and numbers, shall have an accompanying letter from the manufacturer explaining the code and shelf life.

4. **PACKAGING:** Standard commercial packaging is acceptable as long as it meets the requirements set forth in this agreement, product is protected from contamination, and quality is preserved. Products shall be packaged in non-returnable commercial containers that do not exceed 55 pounds or 25 kilograms per container. The use of a plastic shrink-wrap to secure items to the pallet shall be minimized.

5. **SHELF LIFE REQUIREMENTS:** Unless otherwise specified in this agreement, products shall be delivered with not less than one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining. If the supplies delivered DO not have the minimum number of days of shelf life remaining as set forth in this agreement, the government shall have the right to reject and/or require replacement.

6. **TEMPERATURE REQUIREMENTS:** Unless otherwise specified in this agreement, all perishable products shall be delivered between 32°F-41°F (0°C-5°C) for chilled and 0°F (-18°C) or below for frozen. Temperatures shall be checked between the primary container and the outer container to reduce product damage. If a discrepancy is suspected, internal temperature shall be checked prior to rejection or acceptance of the products.

7. **REJECTED ITEM:** Any item recommended for rejection by the U.S. Army Veterinary Representative or receiving activity shall be annotated on the invoice or delivery receipt. The Contracting Officer Representative shall negotiate on price adjustment for quality or short shelf life defect as requested by receiving activity based on the U.S. Army Veterinary Representative inspection results. Replacements shall be coordinated with the Contracting Officer Representative as requested by the receiving activity.

8. **FOREIGN ORIGIN PRODUCTS:** Foreign establishments DO not have to be Directory listed if the prepackaged finished items they produce are imported by distributors or brokers into the continental United States, Hawaii or Alaska for sale to U.S. Armed Forces. This exemption Does not apply to establishments importing food directly into the U.S. territories of American Samoa, Guam, or the Mariana Islands without entering the continental United States, Hawaii or Alaska.

9. **CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD:** See Appendix B below.

SECTION II. QUALITY ASSURANCE PROVISIONS BY ITEM

1. **DAIRY PRODUCTS:**

a. Milk products shall be from approved sources and meet the raw, pasteurized, bacteriological and chemical requirements of the United States Public Health Service (USPHS) Publication 229 (Grade A Pasteurized Milk Ordinance). Frozen deserts and novelties shall be from approved sources in accordance with applicable military or local specifications or in the absence of applicable specifications, good manufacturing practice. Bacteriological and chemical testing may be accomplished at origin or destination. The U.S. Army Veterinary Representative shall submit non-conforming results to the Contracting Officer and provide a copy furnished to the contractor with a letter of explanation. The letter shall inform the contractor that unreliable quality controls may result in suspending further deliveries in accordance with NAVSUPINST 4355.6A/AR 40-70. NAVSUPINST 4355.6/AR 40-70 sets forth the microbiological testing program and suspension procedures for dairy products.

b. Temperature on delivery: Fresh dairy products shall be delivered between 32°F and 41°F (0°C and 5°C). Frozen products shall be delivered at 0°F (-18°C) or below.

c. Cheese Related Products:

(1) Soft cheeses such, as mozzarella, natural provolone, cream cheese, and etc., shall be delivered between 32°F and 41°F (0°C and 5°C).

(2) Hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, etc., shall be delivered between 32°F and 50°F (0°C and 10°C).

2. **FRESH FRUITS AND VEGETABLES (FF&V): See Appendix A.**

a. All FF&V shall be freshest product available. FF&V shall have eye appeal and shall be a minimum of 90% free from quality defects and 100% free of decay or loss. The Contracting Officer Representative shall negotiate a downward price adjustment for quality defects based on the U.S. Army Veterinary Representative inspection results and confirmed by receiving activity.

b. FF&V shall be delivered in an enclosed vehicle, equipped to maintain the temperature required for the type of FF&V. Mixed loads of FF&V shall be between 35°F and 55 °F (2°C and 12°C).

c. FF&V such as bananas that are sensitive to ethylene oxide shall not be palletized and wrapped with items that are ethylene oxide producers such as apples. Plastic wrapped around the product inside the boxes shall be removed to allow air circulation.

d. Fresh mushrooms shall not be packaged airtight. Packages that are wrapped in plastic shall have air hole cut into plastic 1/8 inch in diameter or larger.

e. FF&V such as bananas, potatoes and onions that are sensitive to chill damage shall be delivered without refrigeration or not less than 56 °F (14°C). FF&V delivered in an open flatbed vehicle shall be protected with a tarp.

f. For repacked FF&V, the recycled boxes shall be clean and odorless; weigh not more than 45 pounds, (20 kilograms); labeled with the name and weight of the item on two adjacent sides of the box and legibly handwritten or printed.

3. **FROZEN MEAT AND POULTRY**

a. Unless otherwise requested, all frozen meat and poultry products must be USDA inspected or USDA certified. They must be listed in one of the following publications: "Meat and Poultry Inspection Directory", or "Directory of Sanitarily Approved Food Establishment for U.S. Armed Forces Procurement. ".

b. Temperature at delivery shall be 0°F (-18°C) or below. If the product is frozen to the point that a bimetallic thermometer cannot be pushed into the product and there does not appear to be significant surface thawing or crystallization the product shall be considered acceptable. These factors shall be considered due to the lack of proper equipment for drilling frozen item.

c. Age at delivery in the frozen state:

(1) Beef shall be delivered no more than 12 months after the date of pack.

(2) Poultry shall be delivered no more than 12 months after the date of pack.

(3) Pork shall be delivered no more than 12 months after the date of pack.

(4) Lamb and veal be delivered no more than 12 months after the date of pack.

NOTE: If the manufacture, slaughter or expiration date is stamped, not embossed on the box, the Health Certificate from origin shall be available for verification by the inspecting U.S. Army Veterinary Representative.

4. **FROZEN WATERFOODS:**

a. Temperature at delivery 0°F (-18°C) or below and shall be checked using the guidance reference previously in paragraph II.3.a.

b. Age at delivery in the frozen state:

(1) Seasonal packed items shall be delivered no more than 12 months after the date of pack.

(2) Oysters shall be delivered within 6 months of shucking/freezing.

(3) Shrimp shall be delivered within 180 days, of packaging/freezing.

c. General Guidance: All items shall be delivered in excellent condition, practically free of parasites, and show no evidence of mishandling.

5. **SHELL EGGS:**

a. Shell eggs shall be cleaned and free of damage (broken, cracked, leaker, etc.,). The U.S. Army Veterinary Representative shall recommend rejection of eggs with excessive dirt or feces.

NOTE: A small quantity of dirt is allowed on eggs delivered from plants that are only approved for unwashed eggs, small defined as having relatively little size or slight dimension.

b. Fresh shell eggs delivered directly from the farms within 48 hours of production may be delivered in unrefrigerated vehicles that are covered. The vehicles must meet all the requirements listed in Section I, par. 2. Boxes shall be marked with the date of production with the vendor's name and address.

c. Chilled fresh shell eggs that are procured from food distributors shall be delivered in refrigerated vehicles and shall be delivered within 15 days from the date of packaging. Internal temperature of eggs at delivery must be 41°F (5°C) or below.

6. **BAKERY PRODUCTS:**

a. Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined.

b. Bakery products shall be delivered within 48 hours from the date of production. Frozen bakery products shall be delivered within 6 months from the date of production, (SL 12 months), and in a refrigerated truck with a temperature of 0°F (-18°C).

SECTION III. SPECIFIED ANCHORAGE DELIVERIES

1. Due to the special circumstances associated with anchorage deliveries, the following exceptions are authorized, but shall not relieve the contractor or the BPA holder of any other requirements in the Quality Assurance Provisions unless specifically listed below:

a. Dairy products may be delivered in non-refrigerated containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. When a refrigerated unit is not used, the dairy products shall be packed in special containers that hold multiple units of product (bi-wall/tri-wall boxes), with dry ice based on the product weight to maintain internal temperature of 41°F (5°C). The special container shall be packed to allow air circulation within. Dairy products shall be given the highest priority for loading/off-loading upon receipt.

b. FF&V may be delivered in unrefrigerated containers in the most expeditious manner to ensure the least amount of exposure to high temperatures.

c. Miscellaneous frozen products may be delivered in non-freezer containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. Frozen items shall be packed with dry ice based on the product weight to maintain frozen state. The special container shall be packed to allow air circulation within. Although slight temperature deviations may occur, proper packaging and sufficient quantities of dry ice shall preclude excessive temperature deviations and thawing. Any item showing sign of thawing shall be rejected.

2. Although special considerations are authorized in anchorage deliveries, no exceptions have been authorized or shall be accepted for reduced sanitary standards, including the sanitation of the vehicles, boats, and shipping containers. The reuse of containers to transport products with dry ice is authorized as long as the container is sanitary and serviceable.

3. No deviations to these Quality Assurance Provisions are authorized without prior written approval from the Contracting Officer and U.S. Army Veterinary Representative. Deviations shall be granted prior to quotes being accepted and only for the particular delivery in question.

APPENDIX A, PERISHABLE FOODS, TO ATTACHMENT 9 (QA PROVISIONS)

The following are requirements that apply to this contract:

PERISHABLE SUBSISTENCE COMPATABILITY GROUPS
(Extracted From DLAM 4145.12/ TM 38-400, April 1994)

Group 1

Temperature: 32° to 34°F (1° to 1°C).
Relative humidity: 90 to 95 percent.
Atmosphere: Normally used on berries and cherries only -10 to 20 percent CO_2.
Ice: Never in contact with commodity.

Note: Most members of this group not compatible with Group 6a or 6b because ethylene production by Group 1 can be high, and thus harmful to members of Group 6a or 6b.

Apples (except those varieties listed in Group 3)
Apricots
Berries (except cranberries) Cherries.
Figs (not with apples, danger of odor transfer to figs; also see Group 6a)
Grapes (not fumigated with surfer dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages).
Peaches
Pears
Persimmons Plums and Pomegranates
Quinces

Group 2

Temperature: 55° to 65°F(13° to 18°C)
Relative humidity: 85 to 95 percent.
Ice: Never in contact with commodity.
Avocados
Bananas
Eggplant {also see Group 5)
Grapefruit [1]
Guava
Limes
Mangoes
Muskmelons, other than cantaloupes
Casaba
Crenshaw
Honey Dew
Persian
Olive, fresh
Papayas
Pineapples {not with avocados, danger of avocados' odor absorption)
Tomatoes, green
Tomatoes, pink {also see Group 4)
Watermelons (also see Group 4 and 5)

Group 3

Temperature: 36° to 41°F (2°to 5°C).
Relative humidity: 90 to 95 percent: cantaloupes about 95 percent.
Ice: In contact with cantaloupes.
Apples (Grimes Golden and Jonathan (both, certain areas), Yellow Newton (California) and Mclntosh
Cantaloupes
Cranberries
Lemons [1] (use 50 to 55°F for more than a month)
Lychees (also see Group 4)
Oranges 1(Florida or Texas)
Tangerines

Group 4

Temperature: 40° to 45°F (4° to 7°C): beans 38° to 42°F (3° to 6°C).
Relative humidi1y: About 95 percent
Ice: Never in contact with commodity.
Beans snap
Lychees (also see Group 3)
Okra
Oranges [1] (California or Arizona)
Pepper; green (not with beans)
Pepper, red (if with green peppers, temperature adjusted toward top of range)
Squash, summer
Tomatoes, pink (also see Group 2)
Watermelons (also see Groups 2 and 5)

Group 5

Temperature: 50° to 55°F (10° to 13°C): ginger not below 55°F.
Relative humidity: 85 to 90 percent.
Ice: Never in contact with commodity.
Cucumbers
Eggplant (also see Group 2)
Ginger (not with eggplant, also see Group 7)
Potatoes (late crop)
Pumpkin and Squashes, winter
Watermelon (temperature adjusted for other members of the group; also see Groups 2 and 4),

Group 6a

This group, except for figs, grapes and mushrooms, is compatible with Group 6b
Temperature: 32° to34°F (0° to 1°C)
Relative humidity: 95 to 100 percent.
Ice: Never in contact with asparagus, figs, grapes, and mushrooms
Artichokes
Asparagus
Beefs, red
Endive and escarole
Figs (also see Group 1)
Grapes (not furnished with sulfur dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages)
Greens
Leek (not with figs or grapes)

Lettuce
Mushrooms
Parsley
Parsnips
Peas
Rhubarb
Salsity
Spinach
Sweet Corn
Watercress

Group 6b

This group is compatible with Group 6a, except for figs, grapes and mushrooms.
Temperature: 13°to 13°F (0° to l°C)
Relative humidity: 95 to 100 percent
Ice: Contact acceptable for all
Broccoli
Brussels sprouts
Cabbage
Cauliflower
Celeriac
Celery
Horseradish Kohlrabi
Onions green (not with rhubarb. Figs, or grapes; probably not with mushrooms or sweet corn)
Radishes
Rutabagas
Turnips

Group 7

Temperature: 5° to 65°F (13° to 18°C)
Relative humidity: 85 to 90 percent.
Ice: never In contact with commodity.
Ginger (also see Group 5)
Potatoes, early crop (temperatures adjusted for others)
Sweet Potatoes

Group 8

Temperature: 32°to 34°F (0° to 13°C)
Relative humidity: 65 to 70 percent.
Ice: never in contact with commodity.
Garlic
Onions dry

[1] Citrus fruits -Biphenyl fungicide may impart off odors to other commodities

The above information was extracted from Lipton, W.J. and J. M. Harvey, Compatibility of Fruits and Vegetables During Transport in Mixed loads, US Department of Agriculture Research Service, ARS51- 48 (September 1972).

Appendix B - CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD

Microbiological criteria for dairy products[1,2]

Product(s)	Standard Plate Count (SPC) (See notes 3&4)	Coliform count (See note 4)	combined yeast and mold count (See note 4)	Preliminary incubation count (See note 5)
Aseptically processed and packaged Milk and milk products	0 per ml (See notes 6&7)		0 per ml (See note 6)	0 per ml (See note 6)
Buttermilk and acidophilus milk		10 per gram		
Cottage cheese		10 per gram		10 per gram
Cream, sour cultured		10 per gram		10 per gram
Grade A pasteurized milk and milk products	20,000 per ml		10 per ml	200,000 per ml
Ice cream products, flavored, fruit and / or nuts	50,000 per gram		20 per gram	
Ice cream products, vanilla and plain flavored	50,000 per gram		10 per gram	
Frozen dessert mix:				
Vanilla flavor	50,000 per gram		10 per gram	10 per gram
other flavors	50,000 per gram		20 per gram	10 per gram
Yogurt, chilled		10 per gram		
Yogurt, frozen, plain		10 per gram		
Yogurt, frozen, flavored		20 per gram		
Yogurt, soft serve mix		10 per gram		

Notes:

1. Phosphates as specified in the PMO.
2. Products shall be free of antibiotic or pesticide residues or below the action levels established for such residues by the applicable Federal Regulatory Agency. Antibiotic residue testing shall be by the method described in the PMO. Examinations and test to detect adulterants, including pesticides, shall be conducted by methods recognized by the applicable Federal regulatory agency.
3. Not applicable to cultured products.
4. All counts are maximum allowed standards.
5. Samples must be received within 72 hrs of pasteurization. Preliminary incubation test is used as a determination of keeping quality.
6. Nonconformance's will be considered an imminent health hazard.
7. Either aerobic or anaerobic SPC.

Microbiological criteria for Environmental Swabs[1,2]

	Aerobic Plate Count (APC)	Coliform Count	
ATP (RLU) Counts			
Environmental swab	100 per 50 sq cm	10 per 50 sq cm	See Note 3

Notes:
1. Microbiological counts can be used as an index for evaluating the sanitation status of processing equipment and the facility.
2. All counts are maximum recommended limits.
3. Relative Light Units (RLU) are directly correlated to log cfu/sq cm . RLU maximum tolerances are dependent upon the manufacturer of the ATP bioluminescence reader. Follow manufacturer's instructions for RLU limits.

Microbiological criteria for Fish, fresh or frozen, including shellfish		
Counts[4]	m	M
Aerobic Plate Count (APC)	5,000 per gram	1,000,000 per gram
E. coli	10 per gram	500 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Vibrio parahaemolyticus [1]	10 per gram	100 per gram
Vibrio vulnificus[2,3]	Zero (0) Tolerance	
Salmonella[2]	Zero (0) Tolerance	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Used for oysters and fish designed to be consumed raw.
2. No viable pathogen in a 25 gram sample.
3. Limit is established as non-detectable depending on method used and detection limit.
4. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Fruit Juice, Fresh or Frozen				
	Standard Plate Count (SPC) [3]		Coliform count	Combined Yeast and Mold count
Product(s)	m	M		
Aseptically processed juice[1]	0		0	0
Pasteurized Juice[2]		20,000 per ml	20 per ml	200 per ml
Non-Pasteurized Juice[4]	50,000 per ml	100,000 per ml		

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. Must be labeled as aseptically processed and process must be verified.
2. Must be labeled as pasteurized.
3. Plate count limits for juices, except for aseptically processed juice, are used as a quality indicator and may assist in determining keeping quality and/or shelf life.
4. Non-pasteurized juice is not approved for US Armed Forces Procurement.

Microbiological criteria for Kimchee [1,3,4]		
Counts [9]	m	M
Coliform (MPN)	10 per gram	
Clostridium perfringens	100 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Pseudomonas ssp [7]	200 per gram	
Streptococcus ssp [7]	10 per gram	
Listeria monocytogenes[8]	0	
Salmonella ssp[2,8]	0	
Vibrio ssp[5,8]	0	
Salt %	$\geq$ 2.5/wt	$\leq$ 3.5/wt
pH	$\geq$ 4.2	$\leq$ 4.7
Polygalacturonase [6]	Negative	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Products containing monosodium glutamate (MSG), nuts or nut oils must be labeled appropriately to reflect potential allergenic contents.
2. Only for varieties containing meat or poultry, sprouts, watercress or melon.
3. Varieties of Kimchee include, but are not limited to: Vegetables: winter, spring, cucumber, wrapped, Yolma, Chang, radish (Nabak), white (Pak), western-cabbage, pony-tail radish (Chonggak), eggplant, green onion, pumpkin, spinach, leek, green pepper; Chanachi: radish, green pepper, cucumber, garlic cabbage; Kaktagi: radish, radish and oyster Kaktuki; Tong Chimi;: radish tongchimi; Shikhae: chicken, andong, Alaskan Pollock shikhae.
4. All Kimchee products must be delivered and stored refrigerated with a definitive shelf life marked on each container.
5. Only for varieties containing fish or seafood ingredients.
6. Polyglacturonase activity is an indicator of overripening and spoilage, inferring the possible presence of Bacillus subtilus, Saccaromyces fragilis, Candida pseudotropicalis, Oospora lactis, Asperfillus ssp., and Penicillium ssp.
7. Excessive acidification may be due to high counts of these organisms; this is an indicator of very poor quality product.
8. Zero tolerance pathogens.
9. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Retail Ground Beef, Beef Trimmings, Ground Pork , Poultry (Chilled or Frozen)

Counts	m	M
Aerobic Plate Count (APC)	100,000 per gram	1,000,000 per gram
Fecal Coliform	50 per gram	500 per gram
Total coliform	100 per gram	1,000 per gram
E. coli	10 per gram	< 110 per gram
Coagulase Positive Staph	<100 per gram	500 per gram
Salmonella species	Zero (0) Tolerance[1]	
E.coli O157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.

Microbiological limits for Sandwiches, Prepared Salads and Spreads, Bagged Salad, and Cut Vegetables [4]		
Counts[3]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli most probable number (MPN)	3 per gram[2]	10 per gram
Coliform (fecal)	10 per gram	100 per gram
Yeast and mold count	200 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Campylobacter jejuni	Zero (0) Tolerance[1]	
Salmonella species	Zero (0) Tolerance[1]	
Listeria moncytogenes	Zero (0) Tolerance[1]	
E. coli 0157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that "M" are of marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. No viable pathogen in a 25 gram sample.
2. ≤ 10 per gram if using 3M Petri Film for E. coli counting.
3. Products may not be examined for all microbial characteristics as listed above. Contact laboratory if specific tests are required.
4. Tuna, chicken, ham and egg salads are tested the same, regardless whether on bread or submitted in tubs, buckets or other retail containers.

Microbiological criteria for Soft Serve Ice (cream) Milk and Soft Serve Yogurt at the retail/user level[2]		
Counts	m	M
Standard plat count [1]	50,000 per gram	250,000 per gram
Coliform	10 per gram	100 per gram
Combined Yeast & Mold		100 per gram

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
Standard Plate Count (SPC) does not apply to yogurt products.
Soft serve and Yogurt machines.

Microbiological limits for Tofu			
Counts[2]		m	M
Aerobic plate count (APC)		100,000 per gram	1,000,000 per gram coli (MPN)
<3 per gram	10 per gram		
Staphylococcus aureus		100 per gram	1000 per gram
Salmonella species[1]		Zero (0) Tolerance[1]	
Listeria moncytogenes[1]		Zero (0) Tolerance[1]	
Yersinia entercoliticus[1]		Zero (0) Tolerance[1]	

Legend:
m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. Products may not be examined for all microbial characteristics as listed above.

Microbiological and Chemical criteria for Bottled Water[1] and Vending Machine Water[2] and Ice		
Counts	m	M
Coliform	0 per 100 ml	
Coliform (bottled water)	0 per 250ml	
Heterotrophic Plate Count [5]	1000 per ml	100,000 per ml
Pseudomonas aeruginosa	Zero (0) Tolerance	
Flouride[2]		
Arsenic[2]		
Trihalomethanes[2]		
Chlorine[2]		
Dissolved Solids[4]		

Silver [3]	None Detectable

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Bottled water is tested IAW the specific limits set forth by the Code of Federal Regulations (CFR) and current Environmental Protection Agency (EPA) regulations.
2. Vending machine water requirements are from the Association of Food and Drug Officials Model Code, 1997; Ice standards are derived from the International Packaged Ice Association. These are the minimum tests required for Vending Machine water.
3. Current published regulatory limits apply.
4. Only those machines utilizing silver impregnated carbon filters. Dissolved solids measurements are for vending machines labeled "Purified".
5. Ice and water derived from well water or surface water sources marketed at retail have higher allowable HPC limits. See current guidelines established in the CFR.

Microbiological criteria for Retail/User level Pre-packaged Deli and RTE Products[4]

Product(s)	APC[3]	Listeria spp.[2]	Salmonella[2]	Coliform[2]	E.Coli O157:H7
Luncheon Meats, frankfurters, Beef, poultry & pork	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance	
Cheese, soft and hard	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Pasteurized, liquid, frozen or Dried egg	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Pizza topping (meat & cheese)	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Dried meats sticks, jerky [1]	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance	

Notes:
1. Yeast and mold combined count should not exceed 100 /g.
2. No viable pathogen in a 25 gram sample. All counts are maximum allowable limits.
3. See Table Below for APC values in RTE Products.
4. Includes all like type/style products not otherwise listed.

Additional Microbiological limits for Commercial (Food Court Style) RTE Products[2,4]

Counts	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli (MPN)	3 per gram [3]	10 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
E. coli 0157:H7[1]	Zero (0) Tolerance[1]	

Campylobacter jejuni	Zero (0) Tolerance[1]

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. This table is primarily designed for hot food lines.
3. ≤ 10 per gram if using 3M Petri Film for E. coli counting.
4. Products may not be examined for all microbial characteristics when submitted. These values are primarily used when conducting food borne illness investigations and overall quality characteristics.

PART VI - Summary of Directory Listing Requirements

Federal Supply Class (*Note 1)	Listing Required	Listing Not Required
8905 (*Notes 2, 3)	All fish, meat, poultry, and shellfish, including: Buffalo meat. Fish, canned. Fish, fresh or fresh smoked, modified atmospheric packaged. Fish, fresh or frozen, packaged. Herring, pickled. Quail. Rabbits. Salmon, smoked. Squid.	Crabs, live. Crawfish, live. Fish, fresh or frozen, whole and/or eviscerated, head on or off, unscaled, unpackaged. Lobster, live. Shrimp, fresh or frozen, whole or head off.
8910 (*Notes 4, 5)	All dairy foods and eggs, including: Cream, sterilized. Creamer, coffee, dairy. Dairy soft serve mixes. Desserts/puddings, frozen. Egg nog, canned. Egg substitutes. Italian ices. Topping, real cream. Yogurt, fresh or frozen.	Chocolate drink mix, non-dairy. Powdered dairy mixes. Toppings, non-dairy.
8915 (*Note 7, 8)	All pre-cut pre-packaged minimum processed fresh fruits and vegetables. Kimchee. Mushrooms, whole and sliced. Salads, non-meat, with or without dressing (not USDA listed). Vegetable sprouts. Fruit juices and nectars, refrigerated.	All unprocessed fruits and vegetables. Olives. Fruit juices and nectars, shelf stable or frozen concentrate.
8920 (*Notes 6, 9)	Bakery and cereal products (baked and unbaked, fresh and frozen), specifically: Croissants. Doughnuts Egg roll wrappers. Flour and corn tortillas. Wet pasta (noodles). Pastries.	All other bakery products, including: Bagels. Batter mix, dry. Biscuits, canned. Breads, rolls, and buns. Cake mix, dry. Cakes, unfilled. Cookie mix, chilled or dry.

	Pies.	Cookies, unfilled.
	Soft pretzels.	Crackers.
	Won ton wrappers.	Cupcakes, unfilled.
	Filled bakery items.	Dough, frozen or chilled.
		Dumplings, frozen.
		English muffins.
		Flour.
		Fruitcakes.
		Melba toast.
		Muffins
		Pancake batter, frozen.
		Pancake/waffle mix.
		Pasta, dry (noodles).
		Pizza crust.
		Taco shells.
		Toaster pastries.
		Pie crusts, unfilled.
		Waffles, frozen.
8925		All confectionery, nuts, and sugars.
8930		All jams, jellies, and preserves.
8935		Bouillon and soups.
8940	Dietary foods and specialty preparations,	All other dietary and specialty
(*Notes 2, 3, 4, 5, 10)	specifically:	preparations, including:
	Fish, meat, poultry, dairy, egg, and shellfish products.	Baby formula, canned.
	Pickled eggs.	Chips, nacho or potato.
	Frozen dinners.	Creamer, coffee, imitation (non-
	Pudding novelties, frozen or chilled.	dairy).
	Tofu.	Dips.
		Nacho cheese, canned.
		Nutri-why.
		Popcorn.
		Puddings, canned.
8945		Fats and food oils, including margarine
8950		All condiments and related products, including:
		Salad dressings.
		Mexican salsa)
8955		All cocoa, coffee, and tea.
8960	Beverages, nonalcoholic; specifically:	All other nonalcoholic beverages,
	Ice.	including:
	Bottled water.	Dry ice.
		Fruit drink mix containing no fruit juices.
8965		Non-MRE beverages, alcoholic.
8970	MRE food composite packages	Non-MRE composite food packages.
(*Note 2)		
8975		All tobacco products.

*Notes:

1. For complete item listing within each class of the 8900 (subsistence) Federal Supply Class (FSC) Group, refer to Federal Supply Catalog C8900-SL, Stock List--FSC Group 89 Subsistence.
2. Meat and poultry establishments listed in the *USDA Meat and Poultry Inspection Directory* may serve as sources of meat and poultry items as indicated. These products must bear the USDA shield and applicable establishment

number. USDA listed establishments processing products not subject to meat or poultry inspection acts must also be Directory listed for those items.

3. Directory listing is not required for establishments on the Interstate Certified Shellfish Shippers List (ICSSL). Fish, fresh or fresh smoked, modified atmospheric packaged (when distributed in a chill state) must be Packed Under Federal Inspection (PUFI) by the USDC or listed specifically in this Directory. Establishments supplying other fish products must be Directory listed unless listed by the United States Department of Commerce (USDC) in the *USDC Approved List of Fish Establishments and Products*.
4. Directory listing is not required for shell egg sources listed in the *Directory of Grading Offices and Plants Operating Under USDA Poultry and Egg Grading Programs*. Establishments listed in the *USDA Meat and Poultry Inspection Directory* for dried or liquid/frozen egg products may serve as sources for those products, as coded.
5. Establishments having a pasteurized milk compliance rating of 90 percent or higher, certified by a State milk sanitation officer, and listed in the *Sanitation Compliance and Enforcement Rating of Interstate Milk Shippers (IMS) List* may serve as sources of milk and milk products, as listed. Listing in this Directory is mandatory to serve as a source of other milk and milk products and/or frozen dessert items. Establishments listed in the *Dairy Plants Surveyed and Approved for USDA Grading Service* may serve as sources of manufactured or processed dairy products as listed by product code. Those operations denoted with "P" codes (packaging and processing) must be Directory listed when providing ungraded manufactured or processed dairy products.
6. Directory listing is not normally required for semiperishable and nonanimal origin ingredient sources for items such as ready-to-eat bakery products and ice cream.
7. Establishments processing ready-to-eat, chilled, and prepared non-meat salads (such as potato, egg, tuna, chicken, turkey, ham, bean, macaroni, or cole slaw) must be Directory listed.
8. Only pasteurized juices are authorized for purchase by the DOD.
9. Directory listing for natural and artificial cream or fruit filled pie crusts, cakes, and cookies is not required if the finished item will not support pathogenic microbial growth.
10. Establishments producing finished products containing less than 3 percent by weight components of animal origin may be exempted from Directory listing by the command publishing this Directory.

ATTACHMENT 10

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Husbanding Services

for

Philippines

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QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance-based Performance Work Statement (PWS). This performance-based plan sets forth the procedures and guidelines the U.S. Fleet & Industrial Supply Center, Det Singapore will use in evaluating contractor performance under the contract including but not limited to evaluating pre-arrival estimate and port visit cost reporting of the husbanding service contractor.

1.1 PURPOSE

1.1.1. The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the pre-arrival estimate and port visit cost reporting performance standards identified in the PWS.

1.1.2 This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

1.2 PERFORMANCE MANAGEMENT APPROACH

1.2.1 The performance-based PWS structures the acquisition around "what" service is required as opposed to "how" the contractor should perform the work. This QASP will define the performance management approach taken by the Contracting Officer to monitor, manage, and take appropriate action on the contractor's performance against expected outcomes or performance objectives communicated in the PWS. Performance management rests upon developing a capability to review and analyze information generated through performance metrics. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management. The data generated in a performance management approach provides information that indicates whether or not expected outcomes for required services are being achieved adequately by the contractor.

1.2.2 Performance management also represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether or not outcomes are being achieved and migrates away from scrutiny on compliance with the processes and practices used to achieve the outcome. The only exceptions to process reviews are those required by law and compelling business situations such as safety and health. An outcome focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved at the desired levels of performance.

1.3 PERFORMANCE MANAGEMENT STRATEGY

1.3.1 The contractor will establish policies and procedures for self inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The contractor will develop and implement a performance management system with the capability to assess and report their performance to the Contracting Officer.

1.3.2 The Contracting Officer will monitor contractor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The Government will make decisions based on performance measurement metric data and notify the contractor of those

decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

2.0 ROLES AND RESPONSIBILITIES

2.1. The Contracting Officer (CO) is responsible for monitoring contract compliance, performing contract administration, and the resolution of any differences between the observations documented by the requiring activity, and the contractor's performance. The CO is responsible for monitoring the contractor's quality assurance program through the QASP (See below)

2.2 The Authorized Government Representatives (e.g., Ship SUPPO) identified in the contract is responsible for monitoring, assessing, and communicating the technical performance of the contractor and assisting the contractor. Government surveillance may occur under authority of the Inspection/Acceptance paragraph of clause 52.212-4, Contract Terms and Conditions – Commercial Items, for any supply or service relating to the contract.

2.3 The contracting officer's representative will be identified to the contractor at the time an order is issued. The CO will also have the responsibility for completing QA monitoring forms (refer to Attachments 10b and 10c) used to document the evaluation of the contractor's reporting and price performance.

3.0 IDENTIFICATION OF SERVICES TO BE PERFORMED
The contractor shall provide husbanding service support in accordance with the PWS

4.0 METHODOLOGIES TO MONITOR PERFORMANCE

4.1 In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate contractor performance. The primary methods of surveillance are random checks, observations, inspections, complaints and review of those records and files that are required to be maintained and delivered under the PWS. The Contracting Officer may also use reports and self-assessments from the contractor and input from the requiring activity as sources of comments on the contractor's performance.

4.2 The contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of professional communication between employees and customers is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints. Performance management drives the contractor to be customer focused through initially addressing customer complaints and investigating the issues and/or problems.

NOTE: The customer always has the option to communicate complaints to the Contracting Officer as opposed to the contractor. The Contracting Officer will accept the customer complaints and will investigate using the Quality Assurance Monitoring Form – Customer Complaint Investigation identified in Attachment 10c.

4.3 The acceptable quality levels (AQL) located in Attachment 10a, Performance Requirements Summary Table, for contractor performance are structured to allow the contractor to manage how the work is performed while providing negative incentives for performance shortfalls. The Government will evaluate the total number of ship visits on a quarterly basis to determine if the contractor has met the goals assigned in the QASP.

5.0 QUALITY ASSURANCE REPORTING

5.1 The performance management feedback loop begins with the communication of expected outcomes from the pre-arrival cost estimate, which is substantiated by the customer and contractor prior to the submission of the final invoices, finally communicated to the contracting officer via the customer service survey form and LOGSSR Reporting Data.

5.2 The Government's QA monitoring, accomplished by the CO, will be reported using the monitoring forms in Attachments 10b and 10c. The forms, when completed, will communicate the customer and COR evaluation of the contractor's performance to the contracting officer.

5.2.1 The CO will retain a copy of all completed QA monitoring forms.

6.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

6.1 The Government shall use the observation methods cited in this QASP to determine whether the AQLs have been met. The Government will evaluate the results which then may be translated into the specific negative incentives (See Attachment 10a) should performance not meet the AQL's.

6.2 The CO will randomly select port visits to evaluate to analyze contractor performance. Within 30 days following the end of each selected order's performance period, the CO will prepare a written report summarizing the overall results of the quality assurance monitoring of the contractor's performance. This written report which consists of the contractor's submittals and the completed Quality Assurance Monitoring Forms (Attachment 10b and 10c) will become part of the QA documentation.

6.3 The CO may require the contractor's project manager, or a designated alternate, to meet with the Government personnel as deemed necessary to discuss performance evaluation. The CO will define a frequency of in-depth reviews with the contractor. However, if the need arises, the contractor will meet with the CO as often as required or per the contractor's request. The agenda of the reviews may discuss:
Performance measured by the metrics and trends
Issues and concerns of both parties
Recommendations made by the CO based on contractor information
Issues arising from independent reviews and inspections

6.4 The CO and contractor should jointly formulate tactical and long–term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the CO.

7.0. FAILURE TO PERFORM

7.1 The contractor may receive deductions and negative past performance ratings or even termination based on failure to perform. The following criteria apply for determining appropriate action:

1. **Notifications**. Consistent with FAR Part 12, the CO shall notify the service provider of failure to meet standards through QA monitoring forms, cure notices, or show cause notices and shall inform the service provider manager or designated alternate of such notices.
2. **Deductions**. The Government has the right to deduct a specified fee for failure to meet performance standards. The amount is identified in the Performance Requirements Summary (PRS) of Attachment 5a.
3. **Termination**. If the CO determines that the contractor has failed to perform to the extent that a termination for cause is justified, the CO shall issue a notice of termination, consistent with FAR Part 12.

ATTACHMENT 10a

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Required Service	Performance Standards	Acceptable Quality Levels	Method Of Surveillance	Incentive (Negative) (Impact on Contractor Payments)
Port Visit Cost Reporting	Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ (PWS Paragraph 3.15)	95%	E-mails receipts, files review, quarterly, random, observations, complaints	Contractor may be required to provide consideration, based on damage to the Government, for failing to meet the AQL.
	Submit final LogSSR cost reports to the NAVSUP LogSSR email address and the Contracting Officer within seven (7) days of each ship's departure (PWS Paragraph 3.15)	95%	E-mail receipts, files review, quarterly, random, complaints	Contractor may be required to provide consideration, based on damage to the Government, for failing to meet the AQL.
	LogSSR submittals are accurate and complete	95%	Files review, periodic, quarterly, random, observations, complaints	Contractor may be required to provide consideration, based on damage to the Government, for failing to meet the AQL.

ATTACHMENT 10b

QUALITY ASSURANCE MONITORING FORM

SERVICE or STANDARD:
_____
_____
_____

SURVEY PERIOD: _____

SHIP VISIT:

SHIP NAME: _____

SHIP VISIT PERIOD: _____

CONTRACTOR LOGREQ RECEIPT DATE: _____

PRE-ARRIVAL COST ESTIMATE SUBMITAL DATE: _____

Within 48 Hours after receipt of LOGREQ _____

More than 48 hours after receipt of LOGREQ _____

LOGSSR COST REPORT RECEIPT DATE: _____

Within 7 days of ship departure _____

After 7 days of ship departure _____

PERCENTAGE OF ITEMS SAMPLED DURING SURVEY PERIOD: _____ %

SERVICE PROVIDER'S PERFORMANCE: ____ Meets Standards

____ Does Not Meet Standards

NARRATIVE OF PERFORMANCE DURING SURVEY PERIOD:
_____
_____
_____
_____

PREPARED BY: _____ **DATE:** _____

* CHECK WHERE APPLICABLE

ATTACHMENT 10c

QUALITY ASSURANCE MONITORING FORM – CUSTOMER COMPLAINT INVESTIGATION

SERVICE or STANDARD:
_____
_____
_____

SURVEY PERIOD: _____

DATE/TIME COMPLAINT RECEIVED: _____ _____ AM / PM

SOURCE OF COMPLAINT: _____ (NAME)
_____ (ORGANIZATION)
_____ (PHONE NUMBER)
_____ (EMAIL ADDRESS)

NATURE OF COMPLAINT:
_____
_____
_____
_____

RESULTS OF COMPLAINT INVESTIGATION:
_____
_____
_____
_____

DATE/TIME SERVICE PROVIDER INFORMED OF COMPLAINT: _____ _____ AM / PM

CORRECTIVE ACTION TAKEN BY SERVICE PROVIDER:
_____
_____
_____
_____
____

RECEIVED AND VALIDATED BY: _____

PREPARED BY: _____ **DATE:** _____

INVOICES AND PAYMENTS
(a) Invoice Content

The Contractor shall submit to the ordering officer an invoice that lists all the expenses incurred by the ship during the port visit. The contractor's invoice shall list items priced under this contract and include subcontractor invoices for all other items not priced in the contract. All invoices submitted shall have all supporting documentation (i.e. trash and CHT certificates, delivery tickets signed by ship's personnel, with a legible signature and printed name and

rank, port tariff invoices, invoices for items not pre-priced in the contract, and any other documentation that the supplies/services have been delivered and accepted) and must be submitted in accordance with the paragraph below. All items listed on the invoices must be completely detailed (i.e., broken down) for quantity, contract unit of issue, unit price, etc. No lump sum amount will be accepted. Invoices for volume-based services (e.g. CHT and potable water) shall include a statement describing the method used in determining the liquid quantities on-loade and/or off-loaded from the vessel.

The Contractor has the responsibility to keep copies of all documentation submitted to the ship for each visit for all supplies and services rendered and in the quantities invoiced. The Contractor shall keep a copy of all such documentation in one place that will be indicated to the Contracting Officer at the time of contract award. FISC Yokosuka and its detachments contracting personnel may examine these files at any time during the performance of this contract.

The invoices must be easily identifiable as original (i.e. original signature or stamped as ORIGINAL). If an electronic invoice is authorized, the Contractor must certify on the invoice that it is the first time that the invoice is submitted. If the original invoice has been lost, a copy of the invoice may be submitted. This invoice must be marked as "DUPLICATE COPY" and a signed and dated statement with a contractor's stamp must be made on the duplicate invoice confirming that payment has not been received.

Each invoice must include—

(1) Name and address of the Contractor;
(2) Invoice number and date issued;
(3) Contract number, Contract Line Item Number, Lot Line Item and , if applicable, the Order Number;
(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(5) If appropriate, the shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on a Government bill of lading;
(6) Terms of any prompt payment discount offered;
(7) Name and address of the official to whom payment is to be sent;
(8) Name, title, and phone number of the person to be notified in the event of a defective invoice;
(9) Supporting documentation (i.e. trash and CHT certificates, delivery tickets signed by the ship's personnel, with a legible signature and printed name and rank, and any other documentation that the supplies/services have been delivered and accepted);
(10) The invoice must be correct and complete and without handwritten figures.
(11) Electronic funds transfer (EFT) information.

The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g. FAR 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration), or applicable agency procedures.

EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

If an item is not included on the original invoice, a supplemental invoice shall be issued with the same number followed by alpha suffix (e.g. Invoice No. 0001/03-A). The same requirements for submittal of the original invoice apply to the supplemental invoice.

If an invoice for an item is not available prior to the ship's departure (e.g. cell phone charges, port tariff items, port dues, etc.), the item shall be listed on the invoice with the words "TO BE DETERMINED (TBD)". Once the invoice

has been received and the exact amount is known, the Contractor shall issue a supplemental invoice (with all supporting documentation attached) as "FINAL" for the final payment. TBD invoices shall not be paid until a 'FINAL' invoice is submitted.

It is the Contractor's responsibility to verify with port authorities and concessionaires that there are no pending charges prior to the ship's departure. This is to avoid any possible future invoices that may be submitted for unknown services to the U.S. Government.

When preparing an invoice the term "Miscellaneous" or any similar type description should be avoided. If this is not possible and the Contractor must use the term "Miscellaneous" when submitting an invoice, the Contractor shall provide a detailed list of items purchased and item prices on the invoice.

Invoices not in compliance with these instructions are not considered to be proper invoices and may be rejected.

(b) Invoice Submission

The invoice must be submitted to the listed activities in the following order:

(1) To the ship's Supply Officer or his designated representative one day prior to its sailing date. In the event the Contractor is unable to present any invoice to the ordering ship for payment prior to the departure of the ship, the Contractor shall submit invoices and attempt to obtain payment at the ship's next port of call.

(2) If unsuccessful, to the Contracting Officer. In the event the Contractor is unable to present any invoice to the ordering ship prior to its departure, the invoice must be promptly submitted to the Contracting Officer for payment through DFAS Yokota. In no case should the invoice be submitted beyond 90 days after the ship's departure from the port. The Disbursing Officer will annotate the date the invoices are received for the purpose of calculating any interest due. An exception to the 90-day limit will be given only for charges made by the port authorities or concessionaires, or the host nation authorities, including military authorities. It is the Contractor's responsibility to verify that there are no pending charges and to obtain the invoices from these authorities no later than six months after the ship's departure.

(3) Alternatively, whenever a non-Navy ordering authority orders services under the contract, the Contractor shall submit invoices and all supporting documents to that ordering activity.

(c) Payment of Invoices

Payments under this contract will be made in accordance with the clause FAR 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003).

Payment will be made after delivery and acceptance of supplies or performance and acceptance of services.

"Acceptance" means the act of an authorized representative of the Government by which the Government, for itself or as an agent of another, assumes ownership of existing identified supplies tendered or approves specific services rendered as partial or complete performance of the contract (from FAR 46.101 Definitions).

Bill payment shall be disbursed through one of the following methods, check, purchase card, submission of invoices to a Defense Finance and Accounting Command (DFAS) via regular mail or electronically through Wide Area Work Flow (WAWF).

The Contractor shall present to the ordering officer or SUPPO all pricing that is firm and finalized one-day prior to the ship's sailing or the ordering activity departure. At that time, the Contractor shall relay any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for these functions shall be the ordering officer or the ordering officer's designated

representative. In addition, the Contractor shall present all documentation and invoices from other Contractors subject to provision of services under this contract.

The Contractor shall obtain a signed delivery order (DD 1155) to verify that the services were received and that charges presented in the port visit cost reporting program are correct for payment. This may be accomplished via email from the Ordering Officer or the SUPPO of the ship. The ordering officer shall pay for all supplies and services accepted during the period of performance by one of the aforementioned methods of payment.

In the absence of a delivery order, forward invoices and all documentation regarding inspection and acceptance of supplies and services by the ship's representative with appropriate accounting data to the Administrative Contracting Office.

(d) The Government will not make direct payments of VAT to the host nation nor will it withhold taxes, including VAT, from invoices for orders that are submitted to the husbanding services contractor by the Government. Payment of appropriate taxes required as part of conducting business in the specific country at which a port visit takes place are a responsibility of the husbanding services contractor. Offerors are further directed to FAR 52.229-6, Taxes-Foreign Fixed-Price Contracts (JUN 2003), which is included in the solicitation.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: N4034510RCSG0017

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-10-D-0009	14-Sep-2010		N40345-10-R-0097	18-Aug-2010

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)*

8. OFFER DUE DATE/LOCAL TIME: 02:00 PM 08 Sep 2010

9. ISSUED BY CODE N40345

FISC DET SINGAPORE
DET SINGAPORE
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: NAICS:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE. LTD.
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$888,888.00 EST

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE RFP N4034510R0097
- [X] OFFER DATED 14-Sep-2010 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(6), (b)(7)(C)

31c. DATE SIGNED: 14-Sep-2010

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*: (b)(6), (b)(7)(C) Supervisory Contract Specialis

TEL: (b)(6), (b)(7)(C)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 100
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

PER INDIVIDUAL DEL/TASK ORDER
See Schedule.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		1			NSP

MINIMUM GUARANTEE FOR HS BIMET
FFP
THIS LINE ITEM DOES NOT ORDER GOODS OR SERVICES. IT MAY BE ISSUED ON TASK ORDER/DELIVERY ORDER NUMBER 00MG FOR THE SOLE PURPOSE OF RECORDING THE OBLIGATION OF FUNDS ASSOCIATED WITH THE MINIMUM QUANTITY UNDER THIS BASIC CONTRACT.
FOB: Destination
MILSTRIP: N4034510RCSG0017
PURCHASE REQUEST NUMBER: N4034510RCSG0017

MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		888,888	Lot	$1.00	$888,888.00 EST

BASE PERIOD HUSBANDING SERVICE BIMET
FFP
SEE EXHIBIT A FOR A COMPLETE LISTING OF ALL LLINS AND SUBLLINS FOR THIS CLIN. THIS BASE PERIOD SHALL BE FOR 12 MONTHS. ALL PRICES ARE FOB DESTINATION AND SHALL BE IN U.S. DOLLARS.
FOB: Destination
MILSTRIP: N4034510RCSG0017
PURCHASE REQUEST NUMBER: N4034510RCSG0017

MAX NET AMT $888,888.00 (EST.)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Destination	
0002	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.212-4	Contract Terms and Conditions--Commercial Items	MAR 2009
52.222-50	Combating Trafficking in Persons	FEB 2009
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

__(4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (7) [Reserved].

___ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

___ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

___ (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

_X__ (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).

___ (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of theVietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (26) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (27) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423) .

___ (ii) Alternate I (DEC 2007) of 52.223-16. .

___ (30) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (31)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (33) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

___ (37) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (41) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

____

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1)in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) Reserved.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 Oct 2010 through 30 Sep 2011.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of

less than $3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The HS Contractor is not obligated to honor:

(1) Any order for a single item in excess of $1,220,000; or,

(2) Any order for a combination of items in excess of $3,000,000; or

(3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 days following the effective period of the contract.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days before contract expires .

(End of clause)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: http://acquisition.gov/comp/far/index.html
DFAR Clauses: http://www.acq.osd.mil/dpap/dars/dfars/index.htm

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2010)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

_X__ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ___252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) ____ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ____ 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

(9) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11))(i) ___ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (SEP 2008)

(12) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (JUL 2009) of 252.225-7036.

(15) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) ____ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) __X__ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(22)____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(23)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(24) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all—

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting officer.

(End of clause)

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUNE 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

(End of clause)

252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless—

(1) Approved in writing by the Contracting Officer;

(2) Made in accordance with the laws and regulations of the United States of America; and

(3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract of any plans, specifications, or other similar documents relating to work under this contract, if marked “Top Secret,” “Secret,” or “Confidential” be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall—

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

OVERVIEW OF CONTRACT

1. OBJECTIVE - The objective of this contract is to obtain husbanding services for U.S. Navy Ships visiting ports identified in the lots at Exhibit A.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) as further defined at paragraph 2.2 below. It is to provide services and supplies that are required by the ships while they are in port.

2.2. The individual HS items provided under this contract are listed in Exhibit A, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Lot Line Item Numbers (LLINs).

2.3. The holder of this contract is a US Navy Contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price IDIQ contract. The HS Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services.

3.1. MINIMUM AND MAXIMUM QUANTITIES - The contract minimum quantity referred to in paragraph (b) of the FAR 52.216-22 Clause entitled “Indefinite Quantity” of this contract, is $20,000.00 of orders. The minimum guarantee applies to the base year period only. The maximum quantity is $20,000,000 of orders per year.

4. DURATION OF CONTRACT - This contract is for a period of twelve (12) months and also includes FAR52.217-8 OPTION TO EXTEND SERVICES clause. If the six (6) month extension of performance of services is exercised under FAR 52.217-8, the maximum duration of this contract is 18 months.

5. CONTRACT USERS - Authorized Users - U.S. Navy ships visiting locations covered under this contract are authorized to use this contract for husbanding supplies and services listed on Exhibit A. For purposes of this paragraph, a U.S. Navy ship is any naval vessel, craft, ship, or service craft included within the scope of subparagraphs 2 and 4 of Article 0406, United States Navy Regulations, 1990. Other Authorized Users are Military Sealift Command ships (USNS), U.S. Coast Guard (USCG) ships, U.S. Army ships, U.S. Government personnel conducting business related to a ship visit in locations under this contract and Department of Defense (DoD) Chartered ships.

6. MULTIPLE SHIP VISITS - The HS Contractor is required to be able to simultaneously Husband ten (10) ships at one time among the ports identified in the lots at Exhibit A.

7. ESTIMATED QUANTITIES - The number of ship visits and required services or supplies found in the schedule are only estimates. There is no guarantee that the government will meet or exceed the estimates. The ship is not obligated to use all items in The Schedule.

8. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or if the port-provided supplies and services are less expensive than similar services provided

by the HS Contractor or its subcontractors, or finally provide it themselves to include subcontractors. The HS Contractor, as part of its understanding of the requirement, is expected to understand and be familiar with items that are available through HN and Port Authorities.

9. LONG TERM SHIP VISITS

9.1. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The HS Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit.

10. UNIQUE/PARTICULAR SITUATIONS:

10.1. Frequent ship visits to ports: If a ship returns to a port within three (3) days (i.e. prior to the fourth calendar day), the Management Services fees for the return visit will be charged at the subsequent day rate. (example: If the ship departs Friday and comes back before Tuesday, it will be charged Management Service fees at the subsequent days rate during the return visit that begins prior to Tuesday. If the ship comes back on Tuesday, the Management Services will be charged at the first day rate for Tuesday, followed by the subsequent days' rate for the following days.)

10.2. If a ship comes into port and does not request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged Management Service fees at the first or subsequent days' rates, subject to the conditions in paragraph 10.2.1 and subject to the discussion at paragraph 20 below about ordering Management Services.

10.3. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HS Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong SAR and Singapore.

11. SHIPYARDS - U.S. Navy Ships in shipyards at locations covered by this contract may order supplies and services from this contract without the requirement to also order Management Services.

12. OTHER PERSONNEL - Other U.S. personnel (e.g. Logistics Support Teams, advance force protection teams)conducting business in support of a specific ship visit at locations covered by this contract may order off of the contract without incurring Management Service Fees. These orders do not involve continuous management of husbanding services and maybe for items such as vehicles, phones or other services.

13. ORDERING

13.1. Ordering Items on Contract: Only Authorized Government Representatives (AGR) can place orders against this contract. AGRs for this contract are:

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any FISC Yokosuka (including Sites/Detachments) warranted KO.
- Military Sealift Command Officers designated in writing as ordering officers.
- Orders may be issued orally, by facsimile or by e-mail.

13.2. Advance Notice Period for Orders: The HS Contractor shall perform all orders that are issued within the minimum order lead time annotated for each lot in Exhibit A. If orders are issued with less than the required minimum order lead time prior to the start of performance, the HS Contractor shall use its best efforts to provide the

required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

13.3. Substitutions: Substitution of ordered LLIN shall not be allowed unless authorized and accepted in writing by the AGR and requiring activity. If accepted by the AGR or requiring vessel, substituted LLINs shall only be charged at a rate not to exceed that of the originally ordered LLIN. An example would be if a 20-passenger bus was ordered, but was not available and the HS Contractor substituted two, 10 passenger-vans. The HS Contractor shall charge a rate for the 10 passenger vans that does not exceed the rate for the one 20-passenger bus.

13.4. Cancellation of Orders:

13.4.1. Unless otherwise provided herein, in the event an order or portion of an order is cancelled prior to the number of days specified for the 'Port Minimum Order Lead Time' for each lot in the Exhibit A schedules, the U.S. Government will not be liable for any charges. For any order, or portion of an order, not cancelled prior to the number of days specified for the 'Port Minimum Order Lead Time' for each lot in the Exhibit A schedules, the Ordering activity shall be responsible for any termination costs in accordance with paragraph (h) entitled "Terminal for the Government's Convenience" of the clause entitled "Contract Terms and Conditions – Commercial Items". Any disagreements shall be subject to the Disputes clause of the contract.

13.4.2. In every case, the HS Contractor is responsible for taking all necessary steps to mitigate the U.S. Government's damages or termination costs. As part of its mitigation, the Government reasonably expects that the HS Contractor shall consider these cancellation rights as it enters into agreements with its subcontractors and suppliers.

14. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English. All electronic communication between visiting vessels and the HS Contractor shall be copied to the FISC Detachment Singapore and Logistic Support Representative.

15. STANDARDS FOR PROFESSIONAL SERVICES

15.1. The HS Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning cost and performance issues throughout the locations covered by this Contract.

15.2. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

15.2.1. The performance standards are explained in the Quality Assurance Surveillance Plan (QASP) – See Attachment 10.

15.3. The HS Contractor shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

15.4. The HS Contractor shall ensure that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

15.5. The HS Contractor shall ensure that subcontractors comply with these requirements.

16. HEIGHTENED VIGILANCE

16.1. The HS Contractor shall be alert at all times in order to contribute to the protection of the ship and its crew. The HS Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious

activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The HS Contractor shall report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

16.2. The HS Contractor shall fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the HS Contractor shall identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the HS Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The HS Contractor shall arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

17. EQUIPMENT - All vehicles, watercraft, and equipment provided must be in sound mechanical condition, be in compliance with local laws and specifications, meet all local safety standards, and have all required current certifications and insurance.

18. GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM) – In the event that the HS Contractor is required to use government equipment, the HS Contractor shall be responsible for all loss or damage to, or the destruction of, Government property in its possession that is reasonably determined to have been caused by its fault. The HS Contractor shall not be responsible for damage due solely to normal wear and tear.

19. CONTRACT PRICING

19.1. Contract Currency - All contract prices are in U.S. Dollars (US$).

19.2. Fixed Price (other than items in which the price is set by a Port Tariff or other controlled price)- Prices are firm-fixed-price per unit and are inclusive of ALL costs, including but not limited to all items identified in paragraph 19.2.1 – 19.2.5

19.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the LLIN. The following non-exclusive set of costs is included in the unit price: labor performed during normal working hours, overtime for work performed outside normal working hours, weekend hours, holidays, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

19.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate LLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

19.2.3. Pre-Positioning / Pre-Staging - All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

19.2.4. Repositioning equipment. All repositioning of equipment when required shall take place only after a price has been agreed upon in advance by the Contractor and an AGR.

19.2.5. All Government taxes are included in the unit cost.

19.3. Port Tariff (PT) or other controlled prices - When the HS Contractor obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list, then the HS Contractor shall be reimbursed for the published price of the item or the price the HS Contractor paid for the supply

or service, whichever is less. The HS Contractor shall not be paid an amount in addition to the published price of the item. These items include, but are not limited to fleet landing, pilot, and utilities.

19.4. Time Calculations - Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations or available for required inspections. Travel time to the location of performance shall not be charged. For the purpose of this contract, 1 hour is 60 minutes and 1 day is 24 hours from the start of the service. For example, service provided from 1800 until 1800 the next day is considered 1 (one) day of service. When the unit of issue is 'DY' and a partial day of service is required, the contractor shall be entitled to bill for one day of service for the partial day of service. For example, if service is provided for 26 hours, the contractor is entitled to bill for 2 days of service at the daily rate. In cases where the ship is scheduled to arrive at a designated time and does not arrive until a later time, services shall be considered available at the time designated in the ordering LOGREQ.

19.5. Demurrage - Demurrage charges shall only be charged if the HS Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but, due to the fault of the government, was not attended to until 1500 hrs when pumping begins. The HS Contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs).

20. Management Services - Husbanding LLINs. If the Government requires any Pre-Arrival Husbanding Duties, as those tasks are further defined in the Management Services LLIN, the Government shall order at least the initial day of Management Services and one subsequent day of Management Services. Payment for these two days of Management Services shall satisfy the Government's payment obligation for any Pre-Arrival Husbanding Duties.

21. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

CHT	Collection, Holding Transfer Sewage Removal and Disposal
CU M	Cubic Meter
DAO	Defense Attaché Officer
DY	Day
EA	Each
GL	Gallon (3.785 Liters)
HR	Hour
IDD	International Direct Dialing
JB	Job
LO	Lot
M	Meter
MIN	Minimum
NSP	Not Separately Priced
OOTW	Operations Other Than War
PAX	Passenger
PK	Package
PT	Port Tariff
QTY	Quantity
TBD	To Be Determined
TP	Trip

22. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any pre-priced supply or service.

- BARGE: Barges are flat-bottomed displacement ships used for carrying or storing cargo, for separation between vessels and other structures, or as a work platform. Barges may or may not be self-propelled

- CALENDAR DAY. A calendar day is defined as the time period beginning at 0000 hr and ending at 2359 hr.

- CONTRACTING OFFICER (CO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: 1 day is 24 hours from the start of the service

- Delivery Order (D.O./Task Order): A delivery order is an order for supplies and a task order is an order for services placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge. Fender sizes are specified in the Exhibit A sub-lot line items.

- FORCE PROTECTION (FP). Security measures to protect a ship and its crew from dangerous situations such as terrorist actions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL (GFE/GFM): Items fully transferred to the HS Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Host Nation Government tax is a levy on goods and services made in the local country. The tax rate will vary with the location. The U.S. Government is often exempt from host nation Government Taxes. The Government makes no representation as to the extent to which the HS Contractor may be liable for Host Nation Government taxes.

- HOST NATION (HN): The country, which is being visited by the U.S. ship.

- HUSBANDING: To provide all supplies and services required during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other HS Contractors work with the ship, and assisting with requests for Non-Contract items. To the extent practicable, the HS Contractor shall utilize commercial shipping practices.

- LLIN: Lot Line Item Number (LLIN). A separate line item for each service or supply required in the contract.

- LLIN NUMBERING: LLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the LOT of the contract. For example Lot 1 would be 01XX, Lot 2 would be 02XX). The third and fourth digits are the service or supply item number. (For example 0101 is the first item, 0102 is the second item under Lot 1). If a LLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example LLIN XX11 for Force Protection could be divided into XX11AA for Security Guards and XX11AB Tent, and so forth)

- MOBILIZATION AND DEMOBILIZATION (MOB & DEMOB):

- Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

- Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPARATELY PRICED (NSP): Item that is not separately priced.

- POINT OF CONTACT (POC): A designated individual who is knowledgeable about an issue and is able to answer questions and make decisions concerning the issue.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples may include pilot services, tugs, picket boats, security guards, and potable water.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and is authorized to sign contracts and place orders.

23. HS CONTRACTOR REPRESENTATIVE – The Government shall contact the following HS Contractor person(s) for prompt contract management:

Name of Individual:	Leonard G. Francis
Title of Individual:	Executive Group Chairman/President
Mailing Address:	15D Pandan Road
	Singapore 609266
Tel No:	(65) 6268-5300
Fax No:	(65) 6268-6689
Mobile:	(65) 9798-3155
E-mail address:	leonard@glennmarinegroup.com

PERFORMANCE WORK STATEMENT

1. LOTS: The contract is sub-divided into Lots. Lots may be for individual ports or they may include several ports under one Lot. For this contract, the following Lots apply:

- Lot 1 – Muara, Brunei
- Lot 2 – Bali, Indonesia
- Lot 3 – Batam, Indonesia
- Lot 4 – Bitung, Indonesia
- Lot 5 – Jakarta, Indonesia
- Lot 6 – Kota Kinabalu, Malaysia
- Lot 7 – Kuantan, Malaysia
- Lot 8 – Langkawi, Malaysia
- Lot 9 – Lumut, Malaysia
- Lot 10 – Port Klang, Malaysia
- Lot 11 – Sepangar, Malaysia
- Lot 12 – Dili, East Timor

2. PRICING.

2.1 Except for Port Tariffs, unit prices for all contract items described below shall be inclusive of all necessary equipment, licensed operators, all liability insurance as required by local law, holiday and overtime costs, customs clearances, and fuel and operating expenses.

2.2 Fixed Prices are required in the Pricing Schedule except where Port Tariff (PT) prices, To Be Determined (TBD) prices, or Not Separately Priced (NSP) have been identified. Unless otherwise provided, these Fixed Prices shall also include performance at night, overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, other inclement weather, or service to tankers and ships carrying explosives. These requirements do not include performance during cyclones or typhoons or where operations have been suspended by host nation port authorities except where ships are required to depart in advance of cyclones or typhoons as part of a typhoon or cyclone evasion plan. They also include all operating expenses including tugs, barges, trucks, personnel, and customs clearances and any other charges unless specifically exempted by the Government.

2.3 Port Tariffs will apply to those services which are based on Port Tariff rates established and controlled by Port Authorities. English translated copies of the Port Tariffs must be submitted to the Supply Officer of the ship entering a specific Port.

2.4 Fees for Husbanding Services cover regular and overtime labor of contractor personnel supporting the ships plus indirect expenses, including all management, overhead and office expenses. The husbanding fees also include costs for arranging supplies and services described herein and include costs associated with attendance at periodic meetings and pre-deployment briefings. The husbanding fees represent total compensation for the contractor except for supplies and services with Fixed Prices.

2.5 Purchase Card Surcharge. The U.S. Government reserves the right to make payment by purchase card. All purchase card surcharges will be identified as a separate entry on each invoice. The Government will reimburse administrative surcharges, if any, for use of the Purchase Card at a rate not to exceed 3% of the purchase price for the underlying service.

2.6 If items are made available free of charge or at less than the quoted price by the Government, host nation, or port authority, only mobilization/demobilization charges, not to exceed the quoted unit price, may be charged. If, for any reason, an item that would otherwise be provided by the Host Nation, Government, or port authority is not available, that item shall be provided by the HS Contractor at the unit price quoted in Exhibit A.

2.7 Order of Priority of Usage: The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or, if the port-provided supplies and services are less expensive than similar services provided by the HS Contractor or its subcontractors, or finally provide it themselves to include subcontractors. Where the reasonable cost of mobilization/demobilization for U.S. Government owned equipment exceeds the quoted price of the sub lot line item it is intended to replace, the HS Contractor shall use the least cost alternative to meet the requirement. If, for any reason, an item that would otherwise be provided by the Government, host nation, or port authority is not available, that item shall be provided by the HS Contractor at the price quoted in the Exhibit A pricing schedules.

3. LOT LINE ITEMS.

3.1. FIRST AND SUBSEQUENT DAY HUSBANDING SERVICES (ANCHORAGE AND PIERSIDE) (LLINS XX01)

3.1.1 PRE-ARRIVAL HUSBANDING DUTIES. Except for the services described below at paragraph 3.1.1.6 and 3.1.1.8, the HS Contractor shall be compensated for providing the Pre-Arrival Husbanding Duties described in this section by the Government's order and payment for the initial day of Management Services and one additional day of Management Services at the subsequent day rate. Compensation for staging (paragraph 3.1.1.6 below) is addressed at paragraph 19.2 of the Overview. Compensation for assisting the ship's Advance Party is addressed below at paragraph 3.1.1.8. Except when the facts detailed in paragraph 3.1.1.8 apply, the Government will not typically issue a separate order for Pre-Arrival Husbanding Duties.

3.1.1.1. The HS Contractor shall communicate with the ship and FISC Detachment Singapore to coordinate requirements.

3.1.1.2. The HS Contractor shall order requested services and supplies.

3.1.1.3. Pre-arrival Cost Estimate - The HS Contractor shall furnish to each ship and FISC Detachment Singapore a pre-arrival cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the LOGSSR spreadsheet format (Exhibit B), and will include estimated prices for all items submitted on the ship's LOGREQ. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship and FISC Detachment Singapore Contracting Office within 48 hours after receipt of the LOGREQ, shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs. The LOGREQ, when submitted by, under authority of, or on behalf of an AGR, is an order for pre-priced items under this contract. Orders placed by a LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

3.1.1.4. These estimates shall be provided for all authorized users including US Navy, Military Sealift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

3.1.1.5. The pre-arrival cost estimate does not replace the HS Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U. S. Defense Attaché's Office.

3.1.1.6. The HS Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

3.1.1.7. The HS Contractor shall coordinate with other US government Contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

3.1.1.8. The HS Contractor shall assist the ship's Advance Party to include planning and coordination meetings. The HS Contractor shall not be required to expend more than 32 man-hours assisting the ship's advance

party or to expend more than $1,000 for the travel, meals, and lodging of its personnel assisting the ship's advance party unless it is provided a separate order for Advance Party Pre-Arrival Husbanding Services or unless an AGR orders a mutually-acceptable number of days of Management Services (not to exceed the total number of days for the visit) and the HS Contractor confirms in writing that payment for the days of Management Services that have been ordered will provide full compensation for the Pre-Arrival Husbanding Duties.

3.1.2. POST-ARRIVAL HUSBANDING DUTIES

3.1.2.1. The HS Contractor shall Husband the ship while it is at the berthing location, either at pierside or at anchorage.

3.1.2.2. The HS Contractor shall install all ordered equipment upon the ship's arrival. This equipment includes but is not limited to fenders, curb caps, steps, and telephones.

3.1.2.3. The HS Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

3.1.2.4. The HS Contractor shall brief the designated ship representative about HS Contractor-provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HS Contractor shall provide its POC information with 24-hour contact phone numbers.

3.1.2.5. The HS Contractor shall provide the SUPPO upon ship's arrival a copy of the Exhibit A of the contract, the Performance Work Statement, and applicable port tariffs.

3.1.2.6. Laundry Services:

3.1.2.6.1. The HS Contractor shall arrange for laundry and dry cleaning services to be available for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure. If the ship requires laundry or dry cleaning services, such services will be ordered from the laundry and dry cleaning vendor by an AGR.

3.1.2.7. Interpreter Services:

3.1.2.7.1. All HS Contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port.

3.1.2.8. Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

3.1.2.9. Morale Welfare and Recreation (MWR) Services:

3.1.2.9.1. The HS Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) HS Contractor servicing the ship.

3.1.2.9.2. If an ITT contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If awarded, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

3.1.2.10. Passing Ship's Orders: The HS Contractor shall coordinate and pass orders from an AGR, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts. This service

includes all necessary actions to facilitate the acceptance of supplies or services ordered under Government contracts. The HS Contractor shall also arrange for these Contractors to submit invoices and receive payments by the ship if it has a mutual agreement with the other Contractors to perform these services for them. Any disputes or discrepancies arising from the order will be resolved directly between the ship and the other Contractor(s).

3.1.2.11. Customs & Immigration: The HS Contractor shall assist ship personnel with immigration and customs requirements necessary for them to enter the country where the ship's visit is to be performed. This includes providing Visa and Customs application forms.

3.1.2.12. The HS Contractor shall facilitate the ship's timely departure.

3.1.2.12.1. The HS Contractor shall provide a timely cost estimate of provided services and supplies to the ship SUPPO prior to departure.

3.1.2.12.2. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided.

3.1.2.12.3. The HS Contractor shall remove all provided equipment.

3.1.2.13. UNOFFICIAL REQUIREMENTS OR PERSONAL REQUESTS:

3.1.2.13.1 The HS Contractor shall not arrange unofficial requirements or personal requests from individual crewmembers under auspices of this contract.

3.1.3. PRE-SAILING VISIT: The HS Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the HS Contractor shall present an invoice for services provided under this contract as further described in the contract section titled "Invoices and Payments".

3.1.4. LogSSR Report: Prepare and submit an "Actual Cost Report" in accordance with PWS paragraph 3.23. and submit the PVE and any substantiating documentation for the port visit.

3.2. TRASH REMOVAL (LLIN XX02)

3.2.1. Trash removal service is the collection and disposal of refuse (i.e., trash) including liquid, semi-liquid, or solid garbage. Refuse does not include explosives and incendiary waste, or waste contaminated by medical and radiological processes.

3.2.2. The HS Contractor shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse. The HS Contractor shall provide dedicated refuse bins to the ship. The HS Contractor shall collect all loose refuse placed adjacent to refuse bins. The HS Contractor shall immediately clean up any spilled refuse. The HS Contractor shall properly dispose of all collected refuse.

3.2.3. For ships at pier side, the HS Contractor shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulation, or barges alongside the ship. The HS Contractor shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.

3.2.4. For ships at anchorage, the HS Contractor shall remove trash at the times agreed to by the HS Contractor and Supply Officer.

3.2.5. For trash collection at anchorage, the trash barge shall be available 24 hours a day (where not contrary to law or port regulation) with suitable self-fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3.2.6. For trash collection by barge, the HS Contractor shall provide trash barges/scows (with tug service if barge is not self-propelled) for ships at anchorage. The barges shall be completely empty at time of arrival at the ship. In situations where an empty barge is not available, the contractor shall provide a system to measure the volume of trash deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of the trash. All trash barges/scows shall be properly fendered to prevent damages to U.S. Government vessels. The HS Contractor shall have ready access to sufficient barges and equipment to support at least two (2) ships at anchorage simultaneously. The barge's crew shall be entirely responsible for the tending of lines and for barge's security. The movement of trash from the ship to the barge shall be performed with care by the ship's sailors and in the manner ensuring the safety of the HS Contractor's crew and barges. Any instances of unsafe practices shall be brought to the attention of the ship's Commanding Officer, to ensure that corrective and preventive action is taken.

3.2.7. In instances of bad weather or emergency where the ship must depart on short notice, the HS Contractor shall remove barges within four hours of being directed to do so by the ship. Should a vessel with a trash barge alongside experience an emergency where the ship must depart, the SUPPO will advise the HS Contractor at least four (4) hours in advance for the barge pick-up at no additional cost to the U.S. Government.

3.2.8. The HS Contractor shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The HS Contractor is also responsible to follow any environmental regulations required by each country. The HS Contractor is required to keep all disposal certificates and shall make them available to FISC Yokosuka upon request.

3.2.9. Whether at anchor or pierside, U.S. Government personnel will dump the trash on the barges or in the containers.

3.2.10. Any spillage of refuse in the course of the removal operations shall be cleaned up immediately by the HS Contractor. Refuse containers, when used and when emptied, shall be returned to their original position with the lids (if any) replaced thereon.

3.2.11. The HS Contractor shall be paid based on the ACTUAL CUBIC METERS of trash removed. The HS Contractor shall be entitled to bill for 60 CM where the actual volume of trash removal is less than 60 CM (per order).

3.2.12. Where trash is required to be segregated, the Ordering Activity shall be required to segregate the material at the time of disposal. The HS Contractor shall be responsible for providing separate containers for each vessel, clearly marked with the required categories and for informing the Ordering Activity, upon arrival, that segregation is required. If the Ordering Activity does not segregate trash as required, the HS Contractor shall inform the Ordering Activity and Logistic Support Representative (LSR) prior to departure and bill for the cost of trash segregation within 48 hours after the vessel's departure.

3.3. FLEET LANDING (LLIN XX03)

3.3.1. When ordered by the ship, the HS Contractor shall furnish services/supplies for the fleet landing area. The following is a list of the basic supplies and services that a ship may need. It doesn't cover all the services that may be ordered by a ship for fleet landing.

3.3.2. FLEET LANDING. The HS Contractor shall provide the sub-line items specified in this Line Item and shall provide a unit price for each sub-line item. The unit price shall be per day for each item. Mobilization/demobilization charges shall be included in sub-line item price. The Fleet Landing LOT consists of the following:

3.3.2.1. One (1), 40-feet refrigerator unit or two, 20-feet refrigerator units, with required power to operate the units.

3.3.2.2. PORTABLE TOILET UNIT SERVICES. The unit price shall be for a single commode and one (1) urinal. The daily rate shall include pumping and cleaning as many times as necessary to ensure clean, sanitary condition and providing all chemicals, cleaning products and toilet paper. The HS Contractor shall check toilet facilities at least every six (6) hours to ensure cleanliness.

3.3.2.3. PORTABLE ELECTRIC GENERATORS. The HS Contractor shall provide a portable, gasoline powered, electric generator capable of supplying power to portable lighting and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). Generator shall be at least 5KW with circuit breaker protector. Daily rate includes fuel, oil, and necessary consumables to operate the generator, transportation, set-up, dismantling and labor.

3.3.2.4. Chairs (each per day)

3.3.2.5. Long tables - approximately 2 meters in length (each per day)

3.3.3. Any other supplies, services or quantities of supplies and services other than those listed above shall be provided in accordance with the procedures set forth in LINE ITEM XX19.

3.4. BROWS (LLIN XX04)

3.4.1. Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The HS Contractor shall provide the brows specified in the schedule as ordered by the ship. A range of brow sizes is provided in each of the sub lot line items of lot line item XX04. All brows provided by port authorities, host nation, or US Government shall be billed at cost as port tariff items. Mobilization, demobilization, setup and placement shall be included in the proposed unit price of all XX04 sub lot line items. In cases where brows are provided by port authorities, host nation, or US Government free of charge, at reduced cost, or for mobilization/demobilization costs only; these costs will be reimbursed without additional fees or markup.

3.4.1.1. Due to the height difference between the submarine deck and pier, the HS Contractor provided submarine brow (must afford personnel a smooth and safe transit when entering or exiting the submarine deck). The submarine brow must be capable of supporting shore power cables without damaging the cable.

3.4.1.2. The HS Contractor shall be entitled to bill for 4 hours of usage under this line item when actual usage is less than 4 hours (per order). Billing for brows shall be calculated up until the scheduled time of departure. Discrepancies, if any, between the number of hours billed at the pre-sailing visit and the actual number of hours used shall be invoiced and paid in accordance with the procedures in OC-1, Invoices and Payments. The order of priority of usage in paragraph 2.7 applies.

3.4.2. MOBILE CRANE SERVICES (LLIN XX04)

3.4.2.1. The HS Contractor shall provide mobile crane services (shore crane) with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each mobile crane ordered. Crane services under this Line Item are for land cranes only.

3.4.2.2. Crane services under this Line Item are for land cranes only. Floating cranes are to be provided and billed under Line Item XX20 procedures if required.

3.4.3. FORKLIFT SERVICES (LLIN XX04)

3.4.3.1. The HS Contractor shall provide forklift services with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. Upon the Supply Officer's request, the HS Contractor shall provide information concerning forklift/lifting capacity. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered.

3.5. SHIP MOVEMENT SERVICES – PILOTS, TUGS AND LINEHANDLERS (LLIN XX05)

3.5.1. The HS Contractor shall arrange pilots, tugs, and line handlers as ordered. The HS Contractor shall coordinate with port authorities, as necessary, to ensure that the services are available at the times requested. It should be noted that the port authority or other authorized sources provide these services, and are, therefore, to be priced in accordance with current tariff rates.

3.5.2. The HS Contractor shall provide tugs to bring ships to and from berthing locations. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

3.5.3. Only if pilots, tugs, or line handlers are not available through the port authority, the HS Contractor shall use commercially available sources.

3.6. WATER FERRY/TAXI SERVICE (LLIN XX06)

3.6.1. The HS Contractor shall provide water taxis to transfer ship personnel to and from the ship and the fleet landing. At the commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule. The HS Contractor shall provide water taxi service when the vessel is expected to be at anchorage for twenty-four (24) hours or more. Water taxi service shall be always available, with the exception of inclement weather, during the two (2) one-hour meal breaks and during refueling. At the commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule.

3.6.2. The hourly rate for taxi water service shall include a minimum of two (2) qualified operators (a driver and one other operator), any other helpers or crew members required by local authorities, all insurance, fuel, holiday surcharges, overtime, and other operating expenses. Operator qualifications are set forth in paragraph 3.16.15 below.

3.6.3. Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the ship. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection. The HS Contractor shall be entitled to a six (6) hour minimum rental fee in cases where actual usage is less than 6 hours (per order).

3.6.4. Cancellation. The Ordering Activity will notify the HS Contractor at least forty-eight (48) hours in advance for cancellation of service. If the service is cancelled with less than forty-eight (48) hours notice, the Ordering Activity shall be responsible for cancellation costs unless cancellation is required due to adverse weather conditions (described in paragraph 3.16.13 below). A cancellation fee shall not be assessed in the event service is cancelled with less than 48 hours notice due to adverse weather conditions.

3.6.5. If the HS Contractor cannot provide the size of water taxi ordered, the HS Contractor shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event the ship will be charged for the size of the water taxi ordered. For example, if one (1) 250-pax water taxi is

ordered and is not available, then two (2) 125-pax water taxis shall be provided for the rate of one (1) 250-pax water taxi, if acceptable to the Ordering Officer.

3.6.6. The HS Contractor shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the port or the country in which the port is located. Apart from compliance with local laws and regulations, the HS Contractor shall meet all additional requirements as set forth throughout the PWS. Water taxi shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, and fitted for service required. Further, water taxi shall be in a clean condition when presented for service and shall be free of debris. The water taxi shall be sufficiently clean so as not to soil passengers, their clothing, or possessions with dirt, grease, oil, or other matter. If the water taxi does not meet the requirements of this paragraph as determined by the Ordering Officer, the U.S. Government shall have the right to reject the water taxi for performance of services.

3.6.7. The HS Contractor shall ensure that all water taxis are fully licensed, registered, and insured, including adequate liability insurance, in accordance with local laws and regulations.

3.6.8. Each water taxi shall be equipped with at least one clean and serviceable life jacket for each passenger and crewmember, and all jackets shall be stowed in a readily accessible place.

3.6.9. All water taxis used by the HS Contractor shall provide overhead covering.

3.6.10. Before the commencement of any services under this contract, the HS Contractor shall make the water taxi available to the Ordering Vessel's Commanding Officer or designated representative for inspection.

3.6.11. The following information shall be conspicuously posted in English and the language of the country in which the port is located:

a. Current operator's/captain's license.
b. Passenger/weight capacity limits notice.
c. Location of life jackets and other life saving equipment.
d. Location of all exits indicated in large letters.
e. Emergency procedures.

3.6.12. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

3.6.13. 'Adverse weather' conditions are weather conditions in which operations of water taxis are unsafe for passengers and shall be determined by the Commanding Officer, Command Duty Officer, Operations Officer, Officer of the Deck, or local port authority. Operation of the water taxi shall be in a safe and seaworthy manner. Operation of water taxis is not allowed under adverse weather conditions.

3.6.14. Consumption of alcoholic beverages shall not be permitted aboard the water taxi.

3.6.15. Operator Qualifications: All personnel or employees of the HS Contractor operating water taxis, shall have all certification required and issued by the law of the country in which the port is located for the operation of the type, class, or size of water taxi being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the water taxis are to be operated to ensure the water taxis are operated in a safe and seaworthy manner. At least one operator on each boat must speak English. The HS Contractor is required to provide a minimum of two (2) qualified operators for each water taxi at all times.

3.6.16. Security: During the term of this contract, the ship(s) to be serviced will provide adequate and sufficient security personnel for maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the ship's Commanding Officer or designated

representative. When such naval personnel are embarked in a HS Contractor-operated water taxi, he will be responsible for the good order and discipline of naval personnel.

3.6.17. In the event of a water taxi breakdown, immediately prior to, or during a trip, the HS Contractor shall immediately provide a replacement water taxi that complies in all respects with this contract, at no additional cost to the U.S. Government. If a water taxi is not operable when required under this contract, the HS Contractor shall immediately provide at no additional expense to the U.S. Government, a replacement water taxi which complies in all respects with this contract.

3.6.18. Any personal articles or items found on the water taxi after completion of each trip shall be turned over to the ship's Security Officer or his direct representative.

3.6.19. To verify a claim by the HS Contractor for any damage or destruction caused by the U.S. Government, it shall be the responsibility of the HS Contractor to ensure that the water taxi is jointly inspected before and after each trip by the HS Contractor and an authorized representative of the U.S. Government.

3.6.20. When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

3.6.21. In the event the U.S. Government rejects a water taxi, the U.S. Government shall not be liable for any costs the HS Contractor incurs in presenting said water taxi for inspection.

3.6.22. The HS Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for U.S. Government review and inspection.

3.7. GENERAL CHARTER & HIRE ITEMS (LLIN XX07)

3.7.1. YOKOHAMA OR COMPARABLE TYPE FENDERS (LLIN XX07)

3.7.1.1. The HS Contractor shall furnish Yokohama or comparable type fenders for all classes of ships in accordance with the Schedule of Supplies and Services. Fender size is not specified as this is a performance based service. Fenders provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all ship classes shall be billed under LINE ITEM XX07AA). The fenders quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub lot line item (SUBLINE ITEM) for a daily rental fee PER Yokohama or comparable type fender, and there is another SUBLINE ITEM for all costs associated with installation, and removal of one fender, as well as round trip costs associated with transport of the fender from another port, if required.

3.7.1.2. Rental is on a daily (24-hour) basis, per fender. Installation, removal, and transportation are charged as a "lot" per fender. The HS Contractor shall be responsible for securing the fenders to the pier.

3.7.1.3. The HS Contractor shall provide fenders with a minimum of two (2) mooring lines.

3.7.2. CAMELS, BREASTING, AND FENDERING BARGES (LLIN XX07)

3.7.2.1. HS Contractor shall furnish camels in accordance with the Schedule of Supplies and Services. The camels shall be flat surface platforms to be placed alongside the pier and sufficiently capable of breasting the ship away from the pier or from other ships.

3.7.2.2. The HS Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions. If sea state, weather, or other conditions require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3.7.2.3. Breasting barge size is not specified as this is a performance-based service. The HS Contractor is responsible, as part of its understanding of the requirement, for determining the appropriate barge size for each combination of vessel class and berthing configurations required at each lot. Barges provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX07AI). The barges quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract line item (SUBLINE ITEM) for a daily rental fee for the barge, and there is another SUBLINE ITEM for all costs associated with installation, and removal of the barge, as well as round trip costs associated with transport of the barge from another port, if required.

3.7.2.4. Rental is on a daily (24-hour) basis, per barge. Installation, removal, and transportation are charged as a "lot" per barge.

3.7.3. LANDING BARGES

3.7.3.1. The landing barges shall be flat surface barges for positioning at the stern or side of the vessel to serve as a loading/unloading platform for water taxi personnel or cargo; they shall not interfere with the operations of the ships' elevators or other equipment. Although landing barges are primarily used for class IV and V vessels, they may be ordered for use with any class vessel.

3.7.3.2. The daily rate for the barges that are available locally must include all costs for mobilization and demobilization, installation and de-installation to include tugs if barges are not motorized. If barges are not available locally and the HS Contractor is required to transport them from one port to another port (including return) there will be a separate charge for transportation for each barge (to be approved by the FISC Contracting Officer prior to mobilization).

3.7.4. OILY WASTE REMOVAL (TRUCK AND BARGE)

3.7.4.1. Oily Waste is defined as any liquid petroleum product mixed with wastewater and/or oil in any amounts, which, if discharged overboard, would cause or show sheen on the water. The HS Contractor shall dispose of any combination of oily waste and grey water as oily waste.

3.7.4.2. Oily Waste is measured by Cubic Meter (1CM = 264.2 Gallons). The HS Contractor shall submit, as an attachment to the invoices for disposal services, a document verifying the quantity collected and the name of the disposal plant where the oily waste have been or will be disposed.

3.7.4.3. The HS Contractor shall comply with the environmental requirements of each country where oily waste is disposed and shall be liable for any costs incurred as a result of the HS Contractor's failure to comply with such requirements. The HS Contractor shall keep all disposal certificates and shall make them available to the Contracting Officer upon request. If the ship concurs with the volume, the ship will pay for the entire amount.

3.7.4.4. Oily Waste Removal involves the collection of Oil and Aggregate Water generated by the ships. The requiring vessel will pump this waste into HS Contractor-provided tanks or barges. The HS Contractor shall provide all equipment and facilities required to remove oily waste, including hoses and connections compatible with the ship being serviced. The HS Contractor shall provide hoses of sufficient length from equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

3.7.4.5. In all cases when a ship orders oily waste disposal services, the HS Contractor shall invoice and will be paid the for a minimum daily quantity of 60 CM for providing the disposal services, even if the oily waste quantity pumped and disposed that day is less than the 60 CM minimum quantity.

3.7.4.6. In the event the HS Contractor subcontracts oily waste disposal, the HS Contractor shall be liable for any costs incurred as a result of the disposal operator's failure to comply with local requirements.

3.7.4.7. The HS Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed. The Government reserves the right to independently verify the volume of discharge using certified flow measuring devices. The Government reserves the right to request a written statement from the HS Contractor describing the method of measurement used to determine the amount of Oily Waste removed from the vessel.

3.7.4.8. When removal is done via barge, the HS Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements.

3.7.5. INTERPRETER SERVICES

3.7.5.1. The HS Contractor shall provide interpreter services when ordered. The interpreter shall be fluent in both spoken and written local language and English.

3.7.6. PRATIQUE

3.7.6.1. The HS Contractor shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

3.7.7. STEVEDORE SERVICES

3.7.7.1. The HS Contractor shall provide stevedores for general labor. Billing shall be at the hourly rate for worker.

3.8. COLLECTION, HOLDING AND TRANSFER (CHT) (LLIN XX08)

3.8.1. The HS Contractor is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships throughout the area covered by this contract. The HS Contractor shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The HS Contractor shall be responsible for the supervision of the collection, transportation and disposal services to avoid any overflow of waste on the barge and at the pier. Services shall commence upon ship's arrival whether, at anchor or pierside. The HS Contractor shall pre-position CHT barges, when necessary, in accordance with force protection or other requirements.

3.8.2. The HS Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3.8.3. The HS Contractor shall remove sewage from the ship in HS Contractor-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

3.8.4. The HS Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT. The Government reserves the right to use its own metering device to verify measurement of sewage discharge. Invoices submitted for payment for this service shall contain a statement describing the method used in determining liquid quantities offloaded from the ship.

3.8.5. The HS Contractor shall provide CHT hoses of sufficient length from HS Contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

3.8.6. The HS Contractor shall properly dispose of all sewage. CHT collection, removal and disposal shall be priced based on the following conditions:

i. (XX08AA) – CHT BY TRUCK: The husbanding HS Contractor shall provide services when the visiting ship is at pierside.

ii. (XX08AB) – CHT BY BARGE: The HS Contractor shall provide services when the visiting ship is at anchorage or the port authority has issued a directive stating that service must be performed by barge or the barge has been ordered by the ship. The HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements. If sea state, weather, or other conditions require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3.8.7. The CHT service shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the contractor shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT.

3.8.8. The HS Contractor will be guaranteed a minimum daily quantity of 60 cubic meters for providing these services even if the actual cubic meters of CHT removed is lower than 60 cubic meters. Note: 264.2 gallons = 1 CM (cubic meter).

3.8.9. The Government reserves the right to independently verify the actual volume of CHT discharged using a certified flow measuring device.

3.8.10. The HS Contractor shall request the ship's personnel to verify all removal figures at time of CHT collection. The HS Contractor shall follow any environmental regulations required by each country. If the ship concurs with the volume, the ship will pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped or 60 cubic meters, whichever is greater. The HS Contractor shall submit a request to FISC for the difference, accompanied by disposal certificates. FISC will investigate and arrange for payment of any additional amounts that are determined to be due.

3.8.11. The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the HS Contractor's report in writing. The HS Contractor is also responsible to keep all disposal certificates and shall make them available to Contracting Officer upon request.

3.9. FRESH POTABLE WATER (LLIN XX09)

3.9.1. Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

3.9.2. Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

3.9.2.1. These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at these websites: http://www.epa.gov/OGWDW and http://www.tdh.state.tx.us/bfds. The HS Contractor shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

3.9.2.2. The HS Contractor shall provide for the delivery of fresh potable water to the ships as ordered. The HS Contractor shall be paid for the amount of water ordered by the vessel. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, certified metering devices.

3.9.2.3. Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraph 3.5.2.1 above. If the water source does not meet the requirements of potable water, the HS Contractor shall be required to provide water from an alternate approved source at no increase in the contract price.

3.9.3. The HS Contractor shall be paid based on the ACTUAL METRIC TONS of potable water received on the ship. The Government reserves the right to use its own metering device to verify measurement of potable water delivered to the vessel.

3.9.4. If potable water delivery is via barge, the HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position water Barges, when necessary, in accordance with Force protection or other requirements. If sea state, weather, or other conditions require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3.10. SHIP'S UTILITY SERVICES (LLIN XX10)

3.10.1. SHORE STEAM

3.10.1.1. The HS Contractor shall provide shore steam to the ship. This sub lot line item is performance-based. Shore steam provided to the ship may be provided by any means (boiler or generator) so long as the pressure of steam delivered to the vessel is approximately 100 PSI (standard commercial pressure) and of acceptable quality for the vessel. Pricing for provision of shore steam shall be on a TBD basis and should include the boiler or generator, fuel for the generator, mobilization/demobilization, hoses, and adapters appropriate to the vessel type, and water (where required) for the generator or boiler. This item shall be billed on a daily basis.

3.10.2. OIL BOOMS

3.10.2.1. The HS Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom. Billing for LINE ITEM XX10AA & XX10AB shall be per meter. For example, a 300-meter oil boom would be billed at 300 meters per day.

3.10.2.2. Oil Booms are intended to act as a precautionary measure in case of inadvertent leakage from equipment otherwise in sound operating equipment. Oil booms are also intended to mitigate the environmental damages that may otherwise result from inadvertent leakage. The HS Contractor shall notify the Ordering Activity, upon receipt of a LOGREQ request, if deployment of an oil boom at the proposed mooring location is contrary to host nation or port authority regulation so that the order for the oil boom service can be cancelled. Cleanup and disposal of oil is a port authority function. If the HS Contractor incurs charges for these services, they shall be billed as port tariff items on a reimbursable basis.

3.10.3. SHORE POWER (INCLUDES CABLES, CONNECTION, FUEL, AND OPERATORS) 450-480V, 60 HZ

3.10.3.1. The HS Contractor shall provide shore power to the ship using a port-provided, permanent connection system or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels. The HS Contractor shall provide all cables and make all power connections between the generator and ship. The availability of shore power shall be in accordance with the schedule established by the ship.

3.10.3.2. Sub Lot Line Items XX10AC through XX10AG are to be used only if/when shore power provided by port authorities is, for any reason, not available or inadequate.

3.11. LAND TRANSPORTATION SERVICES (BUS AND VEHICLE) (LLIN XX11)

3.11.1. GENERAL REQUIREMENTS:

3.11.1.1. All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured (including adequate passenger liability insurance). The HS Contractor is responsible for delivering all cargo and personnel to the correct location on schedule.

3.11.1.2. The HS Contractor shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government shall have the right to reject the vehicle for performance of services. The HS Contractor shall ensure that each vehicle is jointly inspected before and after a trip by the HS Contractor and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

3.11.1.3. If a vehicle is not operable when required under this contract, the HS Contractor shall provide, at no additional expense to the U.S. Government, a replacement vehicle within two (2) hours that complies in all respects with this contract.

3.11.2 BUS SERVICE

3.11.2.1. The HS Contractor shall provide air-conditioned bus services on an hourly rate basis and bill under LINE ITEM XX11AA. The hourly rate shall include one driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

3.11.2.2. The HS Contractor shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition when presented for service and shall be free of debris. The bus shall be sufficiently clean so as not to soil passengers, their clothing or possessions with dirt, grease, oil, or other matter.

3.11.2.3. In the event of a bus breakdown, the HS Contractor shall provide within two hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

3.11.2.4. Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's Ordering Officer.

3.11.2.5. The HS Contractor shall be responsible for ensuring that the HS Contractor and an authorized representative of the U.S. Government jointly inspect before and after a trip each bus. The U.S. Government will not consider any claim for damage to a bus, which has not been inspected.

3.11.2.6. The minimum bus capacity shall be 40 passengers.

3.11.2.7. A minimum daily price of four (4) continuous hours shall apply for each bus ordered less any time associated with bus breakdown or getting lost.

3.11.2.8. Drivers must be familiar with the area, have an appropriate driver license, and speak English. In the event the driver is unable to speak English, the contractor shall furnish an English speaking rider on the bus.

3.11.3. VEHICLE RENTAL SERVICE

3.11.3.1. Vehicle Specifications, Maintenance, and Malfunctions

3.11.3.1.1. The HS Contractor shall furnish “new” air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations.

3.11.3.1.2. Sedans or SUVs shall have a minimum capacity of four (4) passengers and 1600cc engine.

3.11.3.1.3. In the event a “new” vehicle is not available in certain countries, the contractor shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. Vehicles shall be priced on a daily rate, except as noted below. They shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full. The prices for vehicles rented are based upon an assumption that the vehicles will be returned with an empty tank of gas. Therefore ships will be charged for a full tank of gasoline at the time of rental. There shall be no surcharge applied to the commercial price of the fuel. Vehicles can be returned with any amount of gasoline. Ships shall not be responsible for returning the vehicle with a full tank of fuel, and the HS Contractor shall not be obligated to credit the ship for the remaining fuel.

3.11.3.1.4. The HS Contractor shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and be responsible for all emergency repairs and services.

3.11.3.1.5. Should any vehicle break down while in the U.S. Government’s possession, the HS Contractor shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than two (2) hours later. The replacement shall take place either at the point of breakdown or at the HS Contractor's office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the HS Contractor's expense. The U.S. Government shall be credited an hourly rate, pro-rated on the daily rate, for the rental cost between breakdown and vehicle replacement.

3.11.3.2. Substitution of Vehicles

3.11.3.2.1. If the HS Contractor does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the HS Contractor shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group B car is ordered but unavailable, and if no other Group B vehicle is available, the HS Contractor shall furnish a higher group vehicle at the price listed for the Group B vehicle originally ordered.

3.11.3.2.2. In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

3.11.3.3. General Description of Vehicle Types

3.11.3.3.1. Medium-size Sedan (Group “B”): 2 - 4 doors; 4 - 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

3.11.3.3.2. Passenger Van (Group “M”): 9-passenger capacity; air conditioning; minimum 2000cc engine.

3.11.3.3.3. Executive Sedan with Driver (Group “Y”): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan. This group requires an executive sedan and shall be provided with a driver. Drivers must be familiar with local area, and must speak English. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. No individual driver

shall be required to drive more than 8 hours. Drivers must not have been driving within the previous 8 hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the daily rate, with the HS Contractor entitled to a minimum charge of 4 hours. The HS Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations by the provided driver. The daily rate shall be inclusive of all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals. The U.S. Government will reimburse the HS Contractor for additional costs in two cases: for highway tolls, and for the driver's overnight accommodation up to $120.00 or equivalent local currency, when required by U.S. Government business such as travel to another city, and upon presentation of an original invoice (using the online pricing application).

3.11.3.3.4. 15-Passenger Buses with Driver (Group "Z"): All requirements concerning the rental of a vehicle with the driver described above in the "Executive Sedan with Driver" shall apply to this paragraph also.

3.11.3.4. Insurance and Liability.

3.11.3.4.1. The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below.

3.11.3.4.2. The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

3.11.3.4.3. The HS Contractor and any Subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the HS Contractor, its subcontractors, its agents, or employees.

3.11.3.4.4. The HS Contractor shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The HS Contractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

3.11.3.5. Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations.

3.11.3.6. Mileage and Deposit Charges. There are no mileage or deposit charges for the vehicles rented under this contract for all mileage travelled within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity's needs. The HS Contractor shall be entitled to an additional half days' rental fee at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

3.11.3.7. Time Periods of Rental. Rental time shall begin once the vehicle and driver are available for use alongside the Ordering Activity. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than 8 hours straight. Drivers must not have been driving within the previous 8 hours.

3.11.4. TRUCK LIGHT

3.11.4.1. The HS Contractor shall provide covered, lockable trucks with a driver to load/off load cargo and mail. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and offloading.

3.11.4.2. The HS Contractor shall be responsible for security and prevent loss/damage/destruction of cargo and mail.

3.11.4.3. The HS Contractor shall return all items left in rental vehicles to the ship's Ordering Officer.

3.11.4.4. The HS Contractor shall obtain written acknowledgement of vehicle service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

3.11.4.5. The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cost, except where the loss or damage is cost by the willful and wanton negligence of the U.S. Government employee.

3.11.4.6. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than eight (8) hours. Drivers must not have been driving within the previous eight (8) hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the daily rate, with the HS Contractor entitled to a minimum charge of four (4) hours. The HS Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. The daily rate shall be inclusive of all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals.

3.11.4.7. The HS Contractor shall provide vehicle service with qualified drivers for official government business related to port visits.

3.11.4.8. The HS Contractor shall provide one-way transfer vehicles with drivers to transfer cargo between a designated pick-up point and a specified destination within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity's needs. The HS Contractor shall be entitled to an additional half days' rental fee at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

3.11.4.9. The HS Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

3.11.4.10. The HS Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

3.11.4.11. If the unit of issue is by "Day", then the rental period shall constitutes 24 hours.

3.12. TELEPHONE SERVICES AND COMMUNICATION EQUIPMENT (LLIN XX12)

3.12.1. Cellular Telephone Services (XX12AC): Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under XX12AC. The HS Contractor shall have readily available a minimum of 10 cellular telephones at a given time. Each mobile phone provided shall include an operating manual/instruction with published rates for usage. Airtime for mobile phones shall be included under XX12AD. Usage charges associated with mobile phones (XX12AD) will be the actual charges computed in accordance with the local or national tariff.

3.12.2. SIM cards with prepaid airtime shall be provided where the ship or operating unit has mobile phones and desires only SIM cards for use in the specific port area. SIM cards provided under LINE ITEM XX12AF shall include activation of the SIM card. HS Contractors shall not be obligated to provide quantities of sub lot line item XX12AF in excess of quantities permitted by host nation law or regulation.

3.13. FORCE PROTECTION BARRIERS, PERSONNEL AND SUPPLIES (LLIN XX13, XX14, XX15)

3.13.1. Only the ship's Commanding Officer, the ship's Supply Officer, or the FISC Contracting Officer is authorized to order Force Protection (FP) services under this contract. If any other activity or individual attempts to order FP services (e.g., NCIS, DAO, etc), the Husbanding Service (HS) Contractor is required to immediately inform the ship and receive a proper order prior to beginning performance of these services.

3.13.2. The HS Contractor is responsible for providing or coordinating listed FP services as part of their Husbanding Services under Lot Line Item XX01. The HS Contractor shall develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HS Contractor must coordinate all aspects of FP planning and services with Port Authorities, host nation agencies, and U.S. Embassy security staff. If the host nation is supplying FP assets the HS Contractor must verify they are available and are scheduled to show up on time.

3.13.3. The HS Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer. The HS Contractor shall not add any requirements without prior approval.

3.13.4. The HS Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Contracting Officer. The HS Contractor must explain what the added FP service will include and why it has been requested. The FISC Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HS Contractor will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

3.13.5. FP is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, having the objective of improving security to personnel and ships while in port. FP services or supplies may be provided by the host nation at no cost or may be billed at the public tariff rate. The HS Contractor is required to verify what services will be provided by the host nation. For the services that cannot be provided by the host nation, the HS Contractor is required to arrange these services by obtaining them from commercial sources at the prices indicated in the pricing schedule.

3.13.6. The HS Contractor shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HS Contractor's written policy shall describe the required measures to protect ship schedule information.

3.13.7. The HS Contractor shall provide as many services identified below as ordered by the ship or FISC Contracting Officer. These services do not include other related services not listed, but may be required and separately ordered to attain a higher level of security in a port.

3.13.8. Personnel providing force protection services must be responsive to instructions from the ship. This does not authorize force protection personnel to violate any local regulations, any Port Authority ordinances, or local decrees. The equipment and material used for the force protection services will be inspected by the ship's force to ascertain that they meet force protection requirements.

3.13.9. Access Points: The HS Contractor shall establish a single entry and exit point to the pier area.

3.13.10. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

3.13.11. Personnel Identification: The HS Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

3.13.12. Background Checks: The HS Contractor shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations. The HS Contractor shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers. The HS Contractor shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The HS Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing. In addition, the HS Contractor will be required to provide vetting services for third party contractors such as DESC contractors.

3.13.13. Access Lists: The HS Contractor shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

3.13.14. Inspections: The HS Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

3.13.15. Stand-Off Distances:

3.13.15.1. Objects: To the maximum extent practicable the HS Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

3.13.15.2. Unloading Zones: To the maximum extent practicable the HS Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship.

3.13.15.3. Warning Signs: The HS Contractor shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

i. Sign Specifications:
1. Language: Must be in the local language(s) as well as English.
2. Wording: Must state "Restricted Area, Do Not Enter"
3. Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
4. Color: Yellow or white with black lettering
5. Visibility: Must be highly visible from a distance of 400 feet (125 meters)
6. Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

3.13.16. The unit price for force protection services shall include all costs associated with providing transportation, mobilization/installation and demobilization/de-installation, or arranging the requested services below unless the transportation, mobilization/installation and demobilization/de-installation is identified as a separate Lot Line item

number. The HS Contractor's invoice shall set forth the unit of issue identified for each service, total quantity ordered for each service, unit price, and the total price.

3.13.17. The force protection services that the ships may order are:

3.13.17.1. Jersey-type security barriers and CONEX box barriers capable of stopping a vehicle (automobile). (Price per meter per day)

(i) Concrete barriers

(ii) Water filled barriers (completely filled with water). Price must include water.

(iii) CONEX box barriers.

Mobilization, installation and demobilization will be billed under a separate lot line item number.

3.13.17.2. Unarmed security guard to control vehicle and personnel access to pier. (Price per guard per hour). Must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival.

3.13.17.3. Floating Line of Demarcation (LOD) at pierside, equipped with anchors and lighting (for night visibility). (Price per meter per day) The floating LOD must be anchored at least 30 meters from ship. Oil booms are acceptable. Mobilization, installation and demobilization will be billed under a separate lot line item number.

3.13.17.4. Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities. Continuous coverage is required for the period of performance ordered by the ship or by the Contracting Officer. (Price per patrol craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

3.13.17.5. Unarmed and manned motorized patrol craft, approximately 5-10 meters in length, with own radio to communicate with ship and local authorities, to escort ship from pilot pickup point to mooring location. (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

3.13.17.6. Unarmed and manned waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities, on call (available within 15 minutes). (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

3.13.17.7. Tire-shredding strips, equipped with metal spikes, to be placed across the entry to pier access. (Price per one strip per day) Must be capable of disabling a vehicle, which drives over the strips in the wrong direction. Strips must be at least one meter in length.

3.13.17.8. Metal pedestrian-control fences. (Price per 2x2 meters fence per day) Must be at least two (2) meters high, two (2) meters wide, and sturdy enough to withstand wind and other inclement weather.

3.13.17.9. Signs in host nation language. Signs shall be at least one (1) meter long and a half (1/2) meter wide, with lettering at least 10 cm high. (Price per sign per day). Each sign is to read: "Controlled area. Unauthorized entry prohibited." Signs shall be legible, on a sturdy material that will not fade, run, or be ruined due to inclement weather (plastic material preferable). Signs shall also be written in fluorescent paint/material or be lighted, so they can be seen at night. Signs shall have some type of securing means on them, such as a hole punched in each corner, to use wire to secure sign to fence.

3.13.17.10. Portable fluorescent lighting capable of illuminating 300 meters by 100-meter area. (Price per portable unit per day). The HS Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port's installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

3.13.17.11. Weather resistant guard shacks, capable of holding at least two persons. Guard shack shall be enclosed, and shall have, at a minimum, one door and one window. Please indicate guard shack measurements. (Price per unit per day).

3.13.17.12 Hand held metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition (Price per unit per day)

3.13.17.13. Walk-through metal detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

3.13.17.14. Trained metal detector operators. (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

3.13.17.15. Hand held explosives detectors, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day).

3.13.17.16. Walk-through explosive detector, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

3.13.17.17. Trained explosives detector operators, (Price per hour per operator). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

3.13.17.18. X-ray baggage scanning machines, similar to those used in commercial airports. Must be certified by the local certifying entity and in good working condition. (Price per unit per day)

3.13.17.19. Trained X-ray baggage scanning operators (Price per hour per operator). Operators shall search host national baggage. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities.

3.13.17.20. Explosives disposal-trained diving services capable of inspecting pier before ship arrival. Must have obtained all applicable licenses and/or certifications from host nation prior to diving. (Price per hour)

3.13.17.21. Battery operated bullhorns, new batteries included. (Price per unit per day)

3.13.17.22. Sturdy tables with dimensions of at least two (2) meters long and one (1) meter wide, with four folding chairs. (Price per unit per day)

3.13.17.23. Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and open on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

3.13.17.24. Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and closed on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

3.13.17.25. 800 MHz radios. Must be in excellent condition, and battery operated, with batteries included. (Price per unit per day)

3.16. AIRPORT/CARGO & MATERIAL HANDLING (PORT HANDLING COSTS) (LLIN XX16)

3.16.1. PAINT FLOAT

3.13.1.1. The paint float shall be no less than 5M in length but, in all cases, large enough to provide a safe and stable working platform for the occupants. Scaffolding may be of any height less than 3.5M from the deck, so as to provide a working platform at least 4M from the waterline. The paint float shall be equipped with suitable self-fendering to prevent damage to the ship. The price of these fenders shall be included in the quoted price of the paint float. If sea state, weather, or other conditions require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge. Rails shall be no less than 1M from the working platform. The working platform shall be equipped with anchor points for harnessing. The Ordering Activity shall be responsible for providing safety harnesses, for obtaining permission from local authorities prior to all work on the paint float, and for cleanup/disposal of all hazardous material generated or released outside the paint float. The HS Contractor shall notify the Ordering Activity of local regulatory requirements concerning paint floats, assist the Ordering Activity in submitting requests and passing required documentation to the local authority where permission is required to work on the paint float, and arrange for required cleaning of the paint float upon return. The ordering activity is responsible for securing the paint float from the time custody has been transferred to them until returned to the HS Contractor or the ship departs, whichever is earlier.

3.16.2. MATERIAL HANDLING (UP TO 150 LBS)

3.16.2.1. The HS Contractor shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

3.16.2.2. The HS Contractor shall use counter-to-counter delivery and charge by each Bill of Lading. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

3.16.2.3. Shipping documents shall be labeled "SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HS Contractor.

3.16.2.4. The HS Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel. The HS Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

3.16.2.5. The HS Contractor shall receive the package from the ship and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

3.16.2.6. The HS Contractor shall deliver the package to the ship the day of arrival in port or the following morning. The HS Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

3.16.2.7. The HS Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HS Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

3.16.3. MANLIFT (WITHOUT OPERATOR)

3.16.3.1. The HS Contractor shall provide a manlift (without operator) and a full fuel tank. The HS Contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning. The HS Contractor shall conduct training on safety and operating procedures for ship personnel. The HS Contractor shall maintain documentation of ship personnel acknowledgement of the training.

3.17. PROVISIONS (LLIN XX17)

3.17.1. When requested by the ship, the HS Contractor shall assist in arranging for the timely provision of FF&V, Bread and Eggs and other subsistence items. FF&V shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using nightsoil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. The HS Contractor shall assure that the provider of items arranged under this line item furnished to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars (Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Delivery charges shall be included in the price rather than being shown separately.

3.17.2. If the total cost of FF&V and subsistence items ordered and received by a ship under this contract exceeds $10,000.00 for a port visit, the HS Contractor shall submit a report via e-mail to FISC Detachment Singapore within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the HS Contractor shall provide copies of all quotes obtained. This report is in addition to the CRAFT report.

3.17.3. The HS Contractor shall ensure that the sources it recommends to the ship's SUPPO for the supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection is provided as Attachment 8.

3.17.4. The HS Contractor shall consider this requirement for inspection of sources when recommending or selecting suppliers of subsistence items. Under no circumstances should the HS Contractor recommend or offer for acceptance subsistence items from non-approved sources.

3.17.5. The HS Contractor shall comply with the Quality Assurance Provisions as per Attachment 9 when providing or arranging to provide FF&V, bread, eggs, and other subsistence items.

3.23. COST REPORTING (LLIN XX23)

3.23.1. All billing and cost reporting shall be made in the units specified in the respective Lot Line Items.

3.23.2. The HS Contractor shall enter and report ALL expenditures under this contract, regardless of customer or ordering activity, into LogSSR.

3.23.3. The pre-arrival cost estimate is part of the Cost Reporting Line Item.

3.23.4. LogSSR Reporting(XX23AA)

The Contractor shall fully participate in the use of the Logistics Support Services Repository (LogSSR) web-based system. LogSSR replaces all previously used reporting processes such as legacy web-based systems like Cost Reporting and Forecasting Tool (CRAFT).
Upon award, the Contractor shall utilize the LogSSR to submit all reports and documentation related to the ship's visit. LogSSR can be accessed through the NAVSUP One Supply website at https://www.navsup.navy.mil/onesupply, redirected through www.navsup.navy.mil/logssr or directly at the official website of https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(1) LogSSR access and input.

(a) At the start of the contract period of performance, the Contractor shall enter the final itemized port cost information directly into the LogSSR database (Actual Cost Report) and email all corresponding documentation (Pre-arrival Cost Estimate Report, final invoices, and supporting documentation required by the contract). External Certification Authority Public Key Infrastructure (ECA PKI) is not required for entry, but no access to the contractor's information is accessible unless obtaining an ECA PKI.

(b) Contractors can obtain access to their submissions by obtaining an ECA PKI per the NAVSUP One Supply guidelines and requesting access through the website. Information can be obtained through the LogSSR website at https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(2) LogSSR functionality.

(a) This system is designed to gather all reports and documentation related to the ship's visit, beginning with the Pre-arrival Cost Estimate to the Actual Cost Report. All supporting documentation will be submitted by email to navsup_hq_logssr@navy.mil in PDF format (Adobe Acrobat) when the port visit information is entered into LogSSR. Although the pre-arrival cost estimate is a separate reporting requirement, a copy of this report shall also be submitted as part of the Actual Cost Report documentation described in paragraph (b) below. The Documentation is discussed below:

(b) Actual Cost Report:

(1) The Contractor shall create the Actual Cost Report in the LogSSR website directly, within seven calendar days from completion of the ship's visit . The contractor shall also send a copy of the order (i.e. SF 1155 or 1449), a copy of any Pre-arrival Cost Estimates, a copy of the logreq, and all the contractor's invoices and supporting documentation required by the contract as PDF files to theLogSSR email address of navsup_hq_logssr@navy.mil and to the email address specified at the time of contract award for each region concurrent with the creation of the Actual Cost Report in LogSSR.. The Contractor shall identify the line items as actual or estimated. This option is for those line items where the Contractor has not received the actual invoice before the ship leaves port, i.e. telephone bills. The Contractor shall include all port costs paid by each ship for which the Contractor provides husbanding services. The term "port costs" includes all supplies or services identified in the section of the contract titled, SUPPLIES/SERVICES AND PRICES, supplies or services furnished under another FISC contract, and any other charge paid by the ship during the port visit.

(2) For ships that do not have payment capabilities, the Contractor shall send the signed DD Form 1155, invoices and the additional documents required clearly indicating that a payment is pending to the and to the email address specified at the time of contract award for each region and to the LogSSR email address of navsup_hq_logssr@navy.mil.

(3) Any changes to an Actual Cost Report (i.e. finalize the charges made on an estimated amount) shall be forwarded by e-mail to and to the email address husbanding@fe.navy.mil and to navsup_hq_logssr@navy.mil email account as PDF file within seven calendar days of the change. The FISC Detachment Singapore contracting office will update changes to the LogSSR.

(4) The Actual Cost Report and supporting documentation will be visible in the LogSSR website by the government personnel with validation authority. Final reports of an HS Contractor representative can be accessed through the website only by obtaining an ECA PKI that will provide access only to the HS Contractor's submitted information.

3.23.5. Pre-arrival Cost Estimate Report (XX23AB)

(1) The Contractor shall prepare a Pre-arrival Cost Estimate Report in response to all orders issued to the Contractor by any method identified under "ISSUANCE OF ORDER" in Contract Terms and Conditions – Commercial Items. The orders will be provided to the Contractor by ships, activities and individuals identified in the

contract. The Pre-arrival Cost Estimate will include estimated prices for all items ordered. It will not be sufficient to simply state that the estimated price is "per FISC contract" or "per Port Tariff". The Contractor shall utilize Pre-arrival Cost Estimate Report format included in Exhibit B.

(2) The Contractor shall send the Pre-arrival Cost Estimate Report by email to the requiring customers authorized to use this contract and to the and to the email address husbanding@fe.navy.mil within 48 hours after receipt of the LOGREQ/order. In the situation where the Contractor receives the logreq with less than 48 hours prior to the arrival of the ship, the Contractor shall make every effort possible to provide the cost estimate prior to the ship's arrival, but in no case, more than 48 hours after receipt of the LOGREQ.

(3) Any changes to the Pre-arrival Cost Estimate Report shall be forwarded by email to the requiring customers authorized to use this contract and to the email address husbanding@fe.navy.mil.

(4) These estimates shall be provided to any other requiring customers authorized to use this contract based on the customer's request.

(5) In addition to the pre-arrival cost estimate, the Contractor shall provide any additional information and respond to the activity authorized to act on behalf of the ship, such as the Port Services office or the DAO.

NOTE: Before submission of reports or any other data to the FISC Contracting Office via electronic transmission or any other data media, the Contractor shall scan all documents with current anti-virus software to ensure computer virus free transmission. The LogSSR server scans all reports for computer viruses before inclusion in the databases. Any reports received containing computer viruses will be immediately returned to the Contractor.

CONTRACT TERMS AND CONDITIONS
ADDITIONAL CONTRACT TERMS AND CONDITIONS

(a) ORAL ORDERS (Indefinite Delivery Contracts) (SUP 5252.216 9402) (JAN 1999). Oral orders may be placed, provided the following conditions are complied with:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.

(3) Invoices for supplies or services furnished in response to total orders will be accompanied with a received copy of each related delivery ticket.

(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

(b) WRITTEN ORDERS (Indefinite Delivery Contracts) (SUP 5252.216 9403) (JAN 1992). Written orders on Standard Form 1449/DD Form 1155 will contain the following information, consistent with the terms of the contract:

(1) Date of order;
(2) Contract number and order number;
(3) Item number and description, quantity, and unit price;
(4) Delivery or performance date;
(5) Place of delivery or performance (including consignee);
(6) Packaging, packing, and shipping instructions, if any;
(7) Accounting and appropriation data;
(8) Any other pertinent information.

(c) AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (SUP 5252.243-9400) (JAN 1992)

(1) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(2) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(3) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and FAX telephone number of the Procuring Contracting Officer (PCO) are:

Commercial Address: FISC Detachment Singapore
PSA Sembawang Terminal
Deptford Road, Building 7-4, Unit 2-9
Singapore 759657

Military Address: PSC 470, Box 2150
FPO AP 96534-2150

FAX Numbers: (65)-6-750-2639 or 2382

(d) PROVISION FOR WOOD PRODUCTS SA 03-05 NAVSUP CLAIMANCY POLICY - Pinewood Nematode (microscopic roundworm) Free Non-Manufactured Wood Pacing (NMWP) Material (SWPM) (Nov 2002) NAVSUP

(1) Definition. 'Pinewood nematode' as used in this provision, means a microscopic roundworm that has infested coniferous (softwood) trees.

(2) All non-manufactured wood lumber, pallets boxes, crates, containers, reels blocking and bracing, dunnage, drums, etc. for all shipments are required to be certified pest- (pinewood nematode) free. All wood pallets, boxes, crates, containers, reels, blocking and bracing, dunnage, drums, etc. ordered/delivered from vendors/suppliers shall be heat-treated and marked to the American Lumber Standards Committee (ALSC), NMWP policy and enforcement standards. The approved method for ensuring NMWP material is pinewood nematode free is as follows:

(i) Heat-treated to a minimum core temperature of 56□C(133□F) for at least 30-minutes in a closed chamber that has been tested evaluated, and approved officially for this purpose. In addition, the susceptible wood shall display an officially approved heat-treated marking enabling the identification of where and by whom the above treatment has been carried out.

(3) All bulk lumber procured for the fabrication of pallets, boxes, crates, containers, reels, skids, blocking and bracing, dunnage, drums, etc., shall be certified and marked as a part of the fabrication process, to the ALSC NMWP policy and enforcement standards. Vendors/Suppliers using ALSC-certified lumber to make or repair wooden boxes, crates, skids, containers, pallets, reels, drums, etc., must have formal processing procedures and documentation to ensure that only certified lumber leaves their fabrication point.

(4) This provision is self-deleting if the material or supplies are not shipped in NMWP material.

(e) AGENCY PROTESTS

(1) Prior to submission of an agency protest, all parties should use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions.

(2) FISC Detachment Singapore will process agency protests in accordance with the substantive and procedural requirements of FAR 33.104(d).

(3) Pursuant to FAR 33.103(d)(4), an agency protest may be filed directly with either the Contracting Officer or the Chief of the Contracting Office. A protestor who initially files an agency protest with the Contracting Officer may appeal an adverse decision to the Chief of the Contracting Office. Agency protest submissions should clearly identify the initial adjudicating official, i.e., the "Contracting Officer" or "Chief of the Contracting Office".

(f) SPS CONSOLIDATED SERVER TIME ZONE (Jun 2006) (NAVSUP)

All interested parties are hereby advised that the date and time for the Contracting Officer signature and the release of this contractual document are based on US Central Time Zone. All other dates and times are based on local time.

To calculate your time in relation to US Central Time Zone, vendors may visit the following url:
http://www.timeanddate.com/worldclock/converter.html

Disclaimer: this site is not owned or maintained by the U.S. Government and therefore isn't warranted to be correct. This URL is provided as a convenience only and is not intended to preclude use of other time conversion devices.

(g) MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of the "Indefinite Quantity" clause of this contract, the contract minimum quantity is a total of $20,000 worth of orders at the contract unit price(s). The recording of the obligation of funds associated with the guaranteed minimum amount under the basic contract will be issued under task order(s)/delivery order(s) immediately upon award of this contract. The maximum quantity is $6,000,000 of orders per year at the contract unit prices.

(h) OC-1, INVOICES & PAYMENTS

(a) Invoice Content

The Contractor shall submit to the ordering officer an invoice that lists all the expenses incurred by the ship during the port visit. The contractor's invoice shall list items priced under this contract and include subcontractor invoices for all other items not priced in the contract. All invoices submitted shall have all supporting documentation (i.e. trash and CHT certificates, delivery tickets signed by ship's personnel, with a legible signature and printed name and rank, port tariff invoices, invoices for items not pre-priced in the contract, and any other documentation that the supplies/services have been delivered and accepted) and must be submitted in accordance with the paragraph below. All items listed on the invoices must be completely detailed (i.e., broken down) for quantity, contract unit of issue, unit price, etc. No lump sum amount will be accepted. Invoices for volume-based services (e.g. CHT and potable water) shall include a statement describing the method used in determining the liquid quantities on-loaded and/or off-loaded from the vessel.

The Contractor has the responsibility to keep copies of all documentation submitted to the ship for each visit for all supplies and services rendered and in the quantities invoiced. The Contractor shall keep a copy of all such documentation in one place that will be indicated to the Contracting Officer at the time of contract award. FISC Yokosuka and its detachments contracting personnel may examine these files at any time during the performance of this contract.

The invoices must be easily identifiable as original (i.e. original signature or stamped as ORIGINAL). If an electronic invoice is authorized, the Contractor must certify on the invoice that it is the first time that the invoice is submitted. If the original invoice has been lost, a copy of the invoice may be submitted. This invoice must be marked as "DUPLICATE COPY" and a signed and dated statement with a contractor's stamp must be made on the duplicate invoice confirming that payment has not been received.

Each invoice must include—

(1) Name and address of the Contractor;
(2) Invoice number and date issued;
(3) Contract number, Contract Line Item Number, Lot Line Item and , if applicable, the Order Number;
(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(5) If appropriate, the shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on a Government bill of lading;
(6) Terms of any prompt payment discount offered;
(7) Name and address of the official to whom payment is to be sent;
(8) Name, title, and phone number of the person to be notified in the event of a defective invoice;

(9) Supporting documentation (i.e. trash and CHT certificates, delivery tickets signed by the ship's personnel, with a legible signature and printed name and rank, and any other documentation that the supplies/services have been delivered and accepted);
(10) The invoice must be correct and complete and without handwritten figures.
(11) Electronic funds transfer (EFT) information.

The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g. FAR 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration), or applicable agency procedures.

EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

If an item is not included on the original invoice, a supplemental invoice shall be issued with the same number followed by alpha suffix (e.g. Invoice No. 0001/03-A). The same requirements for submittal of the original invoice apply to the supplemental invoice.

If an invoice for an item is not available prior to the ship's departure (e.g. cell phone charges, port tariff items, port dues, etc.), the item shall be listed on the invoice with the words "TO BE DETERMINED (TBD)". Once the invoice has been received and the exact amount is known, the Contractor shall issue a supplemental invoice (with all supporting documentation attached) as "FINAL" for the final payment. TBD invoices shall not be paid until a 'FINAL' invoice is submitted.

It is the Contractor's responsibility to verify with port authorities and concessionaires that there are no pending charges prior to the ship's departure. This is to avoid any possible future invoices that may be submitted for unknown services to the U.S. Government.

When preparing an invoice the term "Miscellaneous" or any similar type description should be avoided. If this is not possible and the Contractor must use the term "Miscellaneous" when submitting an invoice, the Contractor shall provide a detailed list of items purchased and item prices on the invoice.

Invoices not in compliance with these instructions are not considered to be proper invoices and may be rejected.

(b) Invoice Submission

The invoice must be submitted to the listed activities in the following order:

(1) To the ship's Supply Officer or his designated representative one day prior to its sailing date. In the event the Contractor is unable to present any invoice to the ordering ship for payment prior to the departure of the ship, the Contractor shall submit invoices and attempt to obtain payment at the ship's next port of call.

(2) If unsuccessful, to the Contracting Officer. In the event the Contractor is unable to present any invoice to the ordering ship prior to its departure, the invoice must be promptly submitted to the Contracting Officer for payment through DFAS Yokota. In no case should the invoice be submitted beyond 90 days after the ship's departure from the port. The Disbursing Officer will annotate the date the invoices are received for the purpose of calculating any interest due. An exception to the 90-day limit will be given only for charges made by the port authorities or concessionaires, or the host nation authorities, including military authorities. It is the Contractor's responsibility to verify that there are no pending charges and to obtain the invoices from these authorities no later than six months after the ship's departure.

(3) Alternatively, whenever a non-Navy ordering authority orders services under the contract, the Contractor shall submit invoices and all supporting documents to that ordering activity.

(c) Payment of Invoices

Payments under this contract will be made in accordance with the clause FAR 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003).

Payment will be made after delivery and acceptance of supplies or performance and acceptance of services.

"Acceptance" means the act of an authorized representative of the Government by which the Government, for itself or as an agent of another, assumes ownership of existing identified supplies tendered or approves specific services rendered as partial or complete performance of the contract (from FAR 46.101 Definitions).

Bill payment shall be disbursed through one of the following methods, check, purchase card, submission of invoices to a Defense Finance and Accounting Command (DFAS) via regular mail or electronically through Wide Area Work Flow (WAWF).

The Contractor shall present to the ordering officer or SUPPO all pricing that is firm and finalized one-day prior to the ship's sailing or the ordering activity departure. At that time, the Contractor shall relay any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for these functions shall be the ordering officer or the ordering officer's designated representative. In addition, the Contractor shall present all documentation and invoices from other Contractors subject to provision of services under this contract.

The Contractor shall obtain a signed delivery order (DD 1155) to verify that the services were received and that charges presented in the port visit cost reporting program are correct for payment. This may be accomplished via email from the Ordering Officer or the SUPPO of the ship. The ordering officer shall pay for all supplies and services accepted during the period of performance by one of the aforementioned methods of payment.

In the absence of a delivery order, forward invoices and all documentation regarding inspection and acceptance of supplies and services by the ship's representative with appropriate accounting data to the Administrative Contracting Office.

(d) The Government will not make direct payments of VAT to the host nation nor will it withhold taxes, including VAT, from invoices for orders that are submitted to the husbanding services contractor by the Government. Payment of appropriate taxes required as part of conducting business in the specific country at which a port visit takes place are a responsibility of the husbanding services contractor. Offerors are further directed to FAR 52.229-6, Taxes-Foreign Fixed-Price Contracts (JUN 2003), which is included in the solicitation.

EXHIBITS AND ATTACHMENTS
Applicable documents, exhibits, and attachments for this contract are:

EXHIBIT NO.	DOCUMENT
A.	Schedule of Supplies and Services
B.	Pre-Arrival Cost Estimate Report

ATTACHMENT NO.	
1.	Classification of Ships
2.	Refuse Definitions
3.	Security Guard Operations
4	Water Taxi Specifications
5.	Floating Line of Demarcation
6.	Performance Work Statement (PWS) for Force Protection
7.	Picket Boat Operations & Specifications
8.	Request for Sanitary Inspection
9.	Quality Assurance Provisions (including Appendices A & B)
10.	Quality Assurance Surveillance Plan (QASP)

EXHIBIT A – SCHEDULE OF SUPPLIES AND SERVICES
Exhibit A (ELINs) Schedule of Supplies and Services.

Separate Excel spreadsheet is attached. Complete all unit prices in U.S. Dollars under each lot and grand total. A completed Excel soft copy shall be forwarded to the Contracting Officer as part of the offer to enable the Contracting Officer to verify the formula when evaluating prices.

EXHIBIT B – PRE-ARRIVAL COST ESTIMATE REPORT
Separate Excel spreadsheet is attached. This is the format that the government requires Contractor to submit within 48 hours after receipt of the LOGREQ/order.

ATTACHMENT 1
SHIP CLASSIFICATIONS (DESCRIPTION OF U.S. NAVY SHIPS BY CLASS AND TYPE)

The following are Ship Classifications:

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	75
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360
Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854
Class IV					
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082
T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276

T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

Displacement is expressed in tons and represents fully loaded displacement.

The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

GLOSSARY OF TERMS AND ABBREVIATIONS

AGOS	RESEARCH SHIP
AGSS	RESEARCH SUBMARINE
AOE	FAST COMBAT SUPPORT SHIP
ARS	SALVAGE SHIP
AS	SUBMARINE TENDER
CG	GUIDED MISSLE CRUISER
CV	MULTIPURPOSE AIRCRAFT CARRIER (CONVENTIONALLY PROPULSION)
CVN	MULTIPURPOSE AIRCRAFT CARRIER (NUCLEAR PROPULSION)
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
FFG	GUIDED MISSLE FRIGATE
HSV	HIGH SPEED VESSEL
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCS	LITTORAL COMBAT SHIP
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LHD	AMPHIBIOUS ASSAULT SHIP (MULTI- PURPOSE)
LPD	AMPHIBIOUS TRANSPORT DOCK
LSD	AMPHIBIOUS CARGO SHIP
LSV	LOGISTIC SUPPORT VESSEL (ARMY)
HSIC	MARK V SPECIAL OPERATIONS CRAFT (1 PAIR)
MCM	MINE COUNTERMEASURE SHIP
MCS	MINE COUNTERMEASURE SUPPORT SHIP
MHC	MINE HUNTERS COASTAL
MSC	MILITARY SEALIFT COMMAND
PC	PATROL COASTAL SHIP
SSBN	BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSGN	CRUISE MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	ATTACK SUBMARINE (NUCLEAR PROPULSION)
T-AE	AMMUNITION SHIP (MSC)
T-AFS	COMBAT STORE SHIP (MSC)
T-AGOS	OCEAN SURVEILLANCE/PATROL SHIP (MSC)

T-AGS	SURVEYING/ OCEANOGRAPHIC SHIP (MSC)
T-AH	HOSPITAL SHIP (MSC)
T- AKE	DRY CARGO/AMMUNITION SHIP (MSC)
T-AKR	STRATEGIC SEALIFT SHIP (MSC)
T-AO	OILER (MSC)
T-AOT	TANKER (MSC)
T-ATF	FLEET OCEAN TUG (MSC)
WAGB	POLAR CLASS ICEBREAKERS
WHEC	HIGH ENDURANCE CUTTER
WMEC	MEDIUM ENDURANCE CUTTER

ATTACHMENT 2
REFUSE SERVICE DEFINITIONS

The following are Refuse Definitions used for this contract:

"Refuse" includes all garbage, ashes, debris, rubbish and other similar waste material, and anything else delivered to the ship, but not taken onboard due to spoilage, etc., even though such refuse was not aboard the vessel when it arrived in port. Not included are explosives and incendiary waste and contaminated waste from medical and radiological processes.

"Garbage" means animal and vegetable waste (and containers thereof) resulting from the handling, preparation, cooking, and consumption of foods. Edible, or hog food, garbage is the portion of waste food, which has been segregated for salvage.

"Ashes" means the residue from burned wood, coal, coke, and other combustible material.

"**Debris**" means grass cuttings, tree trimmings, stumps, street sweepings, rooting and construction wastes, and similar waste material.

"**Rubbish**" means a variety of unsalvageable waste material such as metal, glass, crockery, floor sweepings, paper, wrappings, containers, cartons, and similar articles not used in preparing or dispensing food. Rubbish is further subdivided into:

"**Combustible Rubbish**" which can be burned readily in an incinerator or burning pit.

"**Noncombustible Rubbish**" which cannot be burned at ordinary incinerator temperatures (800 to 1,800 degrees F.)

"**Receptacles**" or "**Containers**" means cans, drums, bins, or similar receptacles, which can be handled easily, and multiple containers, which are handled by mechanical truck-mounted hoists. A **"bin"** is defined as a standard garbage bin used for this service which can vary in size. Size will be identified in The Schedule Sub-LLINs.

ATTACHMENT 3
SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

    1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

    1.2. Security guards may be provided through private security firms or through local police officials.

    1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

    1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

    1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pierside:

    2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

    2.2. All pierside guard services will be performed within the parameters of local Laws and Regulations.

    2.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

    2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

    2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

    2.6. The following equipment will be required as a minimum for each guard:

        2.6.1. Uniform as provided by contractor or authorities;

2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. ROEs Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats:

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive

alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2 If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3 The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4 As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

ATTACHMENT 4
WATER TAXI SPECIFICATIONS

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxi specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated FISC Det Singapore Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor, the FISC Det Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including COMPACFLT.

5. COMSEVENTHFLT Specifications:

5.1. Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the BIMET regions. Notwithstanding compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

5.1.1. Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

5.1.2. Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

5.1.3. The following information shall be conspicuously posted in both English and (the appropriate foreign language):

5.1.3.1. Current Operator's/Captain's license and boat names.

5.1.3.2. Passenger/weight capacity limit notice.

5.1.3.3. Location of life jackets and other life saving equipment.

5.1.3.4. Location of all exits indicated in large letters.

5.1.3.5. Emergency procedures

5.1.4. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

5.1.5. Operation of the boat shall be in a safe and seaworthy manner.

5.1.6. The consumption of alcoholic beverages shall not be permitted aboard the boat.

5.2. Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by the respective government for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

5.3. Security: During the term of this contract the ship(s) to be serviced (insert ship name if purchase order) agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

5.4. Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

5.5. Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

5.5.1. Hull

5.5.1.1. Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures.

5.5.1.2. Superstructure, including masts and stacks.

5.5.1.3. Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.

5.5.1.4. Provisions for drainage of sea water from exposed decks over the side and not into the bilges.

5.5.1.5. Access/egress points- adequacy of number and location.

5.5.2. Machinery

5.5.2.1. 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.

5.5.2.2. Main propulsion and auxiliary machinery essential to operation of boat.

5.5.2.3. Sea and bulkhead closure valves.

5.5.2.4. Bilge auction strainers and dewatering systems-bilge pump to be tested by operation

5.5.2.5. Bilges free of flammable liquids

5.5.3. Electrical

5.5.3.1. Cables.

5.5.3.2. Navigation, deck, and emergency lights.

5.5.3.3. Rotating electrical machinery; e.g., generators and motors --Storage batteries

5.5.4. Lifesaving equipment

5.5.4.1. Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.

5.5.4.2. Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.

5.5.4.3. First aid kits, life rings and distress lights.

5.5.4.4. Distress signaling devices

5.5.5. Fire fighting equipment

5.5.5.1. Fire pump - test by subjecting fire hose(s) to fire pump pressure.

5.5.5.2. Portable fire extinguishers.

5.5.5.3. Fixed systems, e.g., C02 cylinders.

5.5.6. Steering apparatus

5.5.7. Miscellaneous systems and equipment

5.5.7.1. Harbor charts.

5.5.7.2. Ground tackle and mooring lines.

5.5.7.3. Whistle/fog horn, bell.

5.5.7.4. Lighted compass.

5.5.7.5. Radar.

5.5.7.6. 2-way radio capable of Bridge-to-Bridge communications.

5.5.7.7. Current license.

5.5.7.8. Operator qualifications.

5.6. Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement-is that contained in paragraph 5.7 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

5.7. Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

5.7.1. Safety of operations. Insure the following are present and in working condition:

5.7.1.1. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.

5.7.1.2. Fire extinguishers sufficient for the size of the vessel operated.

5.7.1.3. Radio (with battery backup) capable of Bridge-to-Bridge communications.

5.7.1.4. Anchor/chain sufficiency for the size of the vessel operated.

5.7.1.5. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

5.7.2. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:

5.7.2.1. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

5.7.2.2. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.

5.7.2.3. Ensure no bare or exposed electrical wires or connections are located in the passenger area.

5.7.2.4. Validate that sufficient unobstructed exits are present and marked in English.

5.7.2.5. Verify that no missile hazards, gear adrift, or trip hazards exist.

5.7.3. The following shall be conspicuously displayed, in English:

5.7.3.1. Passenger/weight capacity.

5.7.3.2. Location and number of life jackets.

5.7.3.3. Location of life saving equipment.

5.7.3.4. Locations of exits (if not obvious).

5.8. Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

5.9. If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

ATTACHMENT 5
FLOATING LINE OF DEMARCATION OR BUOY SYSTEM FLD SPECIFICATIONS

The following are Floating Line of Demarcation (FLD) or Buoy System FLD Specifications used for this contract:

1. The Contractor shall provide a FLD to identify a restricted area in the water of approximately 330 feet (100 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. The FLD is to help identify a safe standoff zone.

2. The size of the FLD will depend on the class of ship. Pier side, the FLD should be positioned 330 feet (100 meters) fore and aft of the ship and 330 feet (100 meters) out into the water from the ship. If sufficient space is not available then the FLD will be positioned as far as possible from the ship. At anchorage, the FLD will be positioned 330 feet (100 meters) outside the swing radius of the ship.

3. There are two types of FLDs that are currently authorized.

3.1. Continuous Line FLD – If allowed by the Port, the Contractor shall provide a Continuous Line FLD per the specifications listed below.

3.1.1. The FLD must fully enclose ships at dockside or at anchorage. The FLD will have an Entry Control Point (ECP) where the FLD may be opened up when authorized watercraft require access to the ship. The Contractor will provide a boat and crew to open up and close the FLD at the ECP.

3.1.2. Specifications:

3.1.2.1. Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable ECP for access.Floatation devices positioned every meter on the line.

3.1.2.2. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing strobe lights (standing at least one meter high above the water) and positioned every 75 meters along the line.

3.1.2.3. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the FLD. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD intact at all times regardless of sea conditions. Failure of the system to remain in place may result in deductions to the invoice.

3.2. Buoy System FLD - This is an acceptable alternative to the Continous Line FLD requirement. Some Ports may require the buoys to be temporarily moved and replaced if a commercial ship requires the water space.

3.2.1. The Contractor shall provide a Buoy System FLD per the specifications provided below.

3.2.2. The Contractor shall provide a Buoy System FLD to identify a restricted area around ships. The purpose of the Bouy System FLD is to establish a visual

reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 100 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible on both ship and shore based radar. The Picket Boats will patrol outside of this visual reference. The Buoy System FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) workboats to tend to the Buoy System FLD at all times.

3.2.3. Provide the system with weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

ATTACHMENT 6
PERFORMANCE WORK STATEMENT (PWS) FOR FORCE PROTECTION

LLIN XX13, XX14 AND XX15 - FORCE PROTECTION SERVICES AND SUPPLIES

(a) Only the ship's Commanding Officer, the ship's Supply Officer, or the FISC Det Singapore Contracting Officer is authorized to order Force Protection (FP) services under this contract. If any other activity or individual attempts to order FP services (e.g., NCIS, DAO, etc), the Husbanding Service (HS) Contractor is required to immediately inform the ship and receive a proper order prior to beginning performance of these services.

(b) The HS Contractor is responsible for providing or coordinating listed FP services as part of their Husbanding Services under Lot Line Item XX01 and XX02. The HS Contractor shall develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HS Contractor must coordinate all aspects of FP planning and services with Port Authorities, host nation agencies, and U.S. Embassy security staff. If the host nation is supplying FP assets the HS Contractor must verify they are available and are scheduled to show up on time.

(c) The HS Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer. The HS Contractor shall not add any requirements without prior approval.

(d) The HS Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Det Singapore Contracting Officer. The HS Contractor must explain what the added FP service will include and why it has been requested. The FISC Det Singapore Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HS Contractor will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

(e) FP is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, having the objective of improving security to personnel and ships while in port. FP services or supplies may be provided by the host nation at no cost or may be billed at the public tariff rate. The HS Contractor is required to verify what services will be provided by the host nation. For the services that cannot be provided by the host nation, the HS Contractor is required to arrange these services by obtaining them from commercial sources at the prices indicated in the pricing schedule.

(f) The HS Contractor shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HS Contractor's written policy shall describe the required measures to protect ship schedule information.

(g) The HS Contractor shall provide as many services identified below as ordered by the ship or FISC Det Singapore Contracting Officer. These services do not include other related services not listed, but may be required and separately ordered to attain a higher level of security in a port.

(h) Personnel providing force protection services must be responsive to instructions from the ship. This does not authorize force protection personnel to violate any local regulations, any Port Authority ordinances, or local decrees. The equipment and material used for the force protection services will be inspected by the ship's force to ascertain that they meet force protection requirements.

(i) Access Points: The HS Contractor shall establish a single entry and exit point to the pier area.

(j) Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

(k) Personnel Identification: The HS Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

(l) Background Checks: The HS Contractor shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations. The HS Contractor shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers. The HS Contractor shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The HS Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing. In addition, the HS Contractor will be required to provide vetting services for third party contractors such as DESC contractors.

(m) Access Lists: The HS Contractor shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

(n) Inspections: The HS Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

(o) Stand-Off Distances:

Objects: To the maximum extent practicable the HS Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

Unloading Zones: To the maximum extent practicable the HS Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship.

Warning Signs: The HS Contractor shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

Sign Specifications:
- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area, Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

(p) The unit price for force protection services shall include all costs associated with providing transportation, mobilization/installation and demobilization/de-installation, or arranging the requested services below unless the transportation, mobilization/installation and demobilization/de-installation is identified as a separate Lot Line item number. The HS Contractor's invoice shall set forth the unit of issue identified for each service, total quantity ordered for each service, unit price, and the total price.

(q) The force protection services that the ships may order are:

(1) CONEX box barriers capable of stopping a vehicle (automobile). (Price per meter per day)

(i) CONEX box barriers.

Mobilization, installation and demobilization will be billed under a separate contract line item number.

The HS Contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

The barriers may be of different design and material as long as they are approved by the FP personnel. Empty 20 ft or 40 ft shipping containers may be used . Availability will determine the requested type of barrier. A combination of barriers may also be used.

A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zigzag patterns to control the speed of access.

A personnel entry point must be established through the barriers. Barriers may also be used to seal off secondary Port gates. All barriers must be placed prior to a ship's arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

(2) Armed or unarmed security guard to control vehicle and personnel access to pier. (Price per guard per hour) Must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival.

The HS Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas. The HS Contractor shall comply with Attachment 3 for security guard operations.

(3) Floating Line of Demarcation (FLD) at pierside, equipped with anchors and lighting (for night visibility). (Price per meter per day) The floating FLD must be anchored at least 30 meters from ship. Oil booms are acceptable. Mobilization, installation and demobilization will be billed under a separate contract line item number.

The HS Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers but is to help identify a safe standoff zone. The HS Contractor shall comply with the specification of the FLD in Attachment 5.

(4) Unarmed and manned picket boat or waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities. Continuous coverage is required for the period of performance ordered by the ship or by the Contracting Officer. (Price per patrol craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

The HS Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone. The HS Contractor shall comply with Attachment 7 for picket boat operations and specifications.

(5) Unarmed and manned motorized patrol craft, approximately 5-10 meters in length, with own radio to communicate with ship and local authorities, to escort ship from pilot pickup point to mooring location. (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(6) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and closed on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(7) Dive and Vetting: The HS Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities. The pier will be vetted prior to the ship's arrival. To the maximum extent practicable the HS Contractor shall inspect all watercraft at least 400 feet (125 meters) from the ship. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel. The HS Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in picket boats. (Per team per hour, minimum four (4) hours)

ATTACHMENT 7
PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

1. The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

2. The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

3. Ships at anchorage will normally require two Picket Boats.

4. The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate Lot Line Item in the contract.

5. The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

6. The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

7. The Picket Boat will meet the following requirements:

7.1. Licensed for commercial operations by local country Department of Transportation.

7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

7.4. If a deckhand crewmember is required, only qualified personnel are used.

7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

7.11.4. Portable Spotlight

ATTACHMENT 8
REQUEST FOR SANITARY INSPECTION

SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
FISC DETACHMENT SINGAPORE
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD, BLDG 7-2
SINGAPORE 759657

Dear Sir:

We are interested in supplying (e.g. specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

LIST AND INFORMATION TO REQUEST FOR INITIAL INSPECTION

List of products for which approval is requested.
Establishment letterhead - four places.
Name of establishment owner.
Site area size - acres, square feet or square meters.
General description of the area surrounding the plant site.
Building description, i.e. material used in construction, age of building(s), size (in square feet or meters), and number of stories.
Drawing of floor plan of building(s) to include major production areas (for slaughterhoused and dairies only).

List of major processing equipment.
Sources of raw materials.
Output of finished product - average kilograms or tons per day, per week or per month.
Special codes printed on product packages which identify the establishment, the product, and the date of production or packaging.
Number of employees.
Are employees receiving pre-employment or periodic medical examinations? What is the frequency of the periodic examinations?
Program for employee instruction personal hygiene, food, handling techniques, and food hygiene and safety.
Cleaning and sanitizing methods, including chemical used.
Detailed written cleaning and sanitizing program.
Official water quality certification from the local government, including total aerobic bacteria plate count, coliform count, and chemistry.
Name of water source.
Waste disposal program.
Pest control program.
Name of inspection agencies which inspect the plant (government and civilian) and frequency of inspections. Are inspection reports available for review?
Flow chart for the manufacture of each major category of products listed in No.1 above from raw materials to finished products health control points.
What laboratory examinations are performed on products and plants environment? Are the results available for review?
Total number of company vehicles?
Key personnel and point of contact for inspectors.
Direction to plant.

ATTACHMENT 9

QUALITY ASSURANCE PROVISIONS
September 2006

SECTION I. GENERAL REQUIREMENTS

1. **SANITARILY APPROVED SOURCES:** All subsistence items shall be from approved sources as authorized, or exempted in NAVSUPINST 4335.4F/AR 40-657/AFR 161-32/MCO P10110.31G. Name and address of processing facility shall identify any subcontracting entities utilized other than the primary contractors. FISC DET Singapore has available approved source listings of authorized subsistence incorporated into VETCOM Circular 40-1, Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Hawaii and Pacific) and other regions maintained and published by HQ, US Army Veterinary Command, Fort Sam Houston, Texas (http://vets.amedd.army.mil/vetsvcs/approved.nsf). The U.S. Army Veterinary Representative, prior to commencing a contract/Blanket Purchase Agreement (BPA), shall inspect all required potential sources identified. Failing to pass inspection shall be grounds for not issuing a BPA and grounds for cancellation if the facility fails inspection after a BPA has commenced. This applies to all contractors and subcontractors. Documents cited here shall be provided to the contractor upon written request.

2. **DELIVERY VEHICLES:** The supplies delivered under this contract/BPA shall be transported in a sanitary enclosed/covered or open flatbed vehicle. Semiperishable items delivered in open flatbed vehicle shall be covered with a tarp to protect products from rain or foreign objects. Vehicles shall be equipped to maintain the appropriate temperature for the subsistence being delivered. Vehicles shall be maintained in a sanitary condition to prevent contamination of the food and shall be subject to inspection by the government at all reasonable times. Supplies submitted for acceptance in vehicles, which are not sanitary, may be rejected without further inspection. Concurrent transportation of bulk contained pesticides, rodenticides, petroleum products, inedible products, household chemicals, or other caustic or volatile compounds are undesirable but occasionally necessary. When a carrier jointly transports subsistence and cleaning agents or hazardous products, the cleaning agents or hazardous products shall be segregated from the subsistence to the greatest extent. Segregated to the greatest extent means that all cleaning agents or hazardous products shall be unitized, loaded completely lower and horizontally from the subsistence to the maximum distance allowed by the physical configuration of the carrier. Shrink-wrap shall be used to secure items to pallets and provide stabilization.

3. **CODE DATING:** Master-shipping boxes shall be stamped or embossed with code dates, except Fresh Fruits and Vegetables, (FF&V). Coding must represent the date of slaughter, production, pasteurization, manufacture, or expiration/pull date. Open code shall have the date, month and year or Julian date, (last number of the year with the number of days). Closed code, such as letters and numbers, shall have an accompanying letter from the manufacturer explaining the code and shelf life.

4. **PACKAGING:** Standard commercial packaging is acceptable as long as it meets the requirements set forth in this agreement, product is protected from contamination, and quality is preserved. Products shall be packaged in non-returnable commercial containers that do not exceed 55 pounds or 25 kilograms per container. The use of a plastic shrink-wrap to secure items to the pallet shall be minimized.

5. **SHELF LIFE REQUIREMENTS:** Unless otherwise specified in this agreement, products shall be delivered with not less than one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining. If the supplies delivered DO not have the minimum number of days of shelf life remaining as set forth in this agreement, the government shall have the right to reject and/or require replacement.

6. **TEMPERATURE REQUIREMENTS:** Unless otherwise specified in this agreement, all perishable products shall be delivered between 32°F-41°F (0°C-5°C) for chilled and 0°F (-18°C) or below for frozen. Temperatures shall be checked between the primary container and the outer container to reduce product damage. If a discrepancy is suspected, internal temperature shall be checked prior to rejection or acceptance of the products.

7. **REJECTED ITEM:** Any item recommended for rejection by the U.S. Army Veterinary Representative or receiving activity shall be annotated on the invoice or delivery receipt. The Contracting Officer Representative shall negotiate on price adjustment for quality or short shelf life defect as requested by receiving activity based on the U.S. Army Veterinary Representative inspection results. Replacements shall be coordinated with the Contracting Officer Representative as requested by the receiving activity.

8. **FOREIGN ORIGIN PRODUCTS:** Foreign establishments DO not have to be Directory listed if the prepackaged finished items they produce are imported by distributors or brokers into the continental United States, Hawaii or Alaska for sale to U.S. Armed Forces. This exemption Does not apply to establishments importing food directly into the U.S. territories of American Samoa, Guam, or the Mariana Islands without entering the continental United States, Hawaii or Alaska.

9. **CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD:** See Appendix B below.

SECTION II. QUALITY ASSURANCE PROVISIONS BY ITEM

1. **DAIRY PRODUCTS:**

a. Milk products shall be from approved sources and meet the raw, pasteurized, bacteriological and chemical requirements of the United States Public Health Service (USPHS) Publication 229 (Grade A Pasteurized Milk Ordinance). Frozen deserts and novelties shall be from approved sources in accordance with applicable military or local specifications or in the absence of applicable specifications, good manufacturing practice. Bacteriological and chemical testing may be accomplished at origin or destination. The U.S. Army Veterinary Representative shall submit non-conforming results to the Contracting Officer and provide a copy furnished to the contractor with a letter of explanation. The letter shall inform the contractor that unreliable quality controls may result in suspending further deliveries in accordance with NAVSUPINST 4355.6A/AR 40-70. NAVSUPINST 4355.6/AR 40-70 sets forth the microbiological testing program and suspension procedures for dairy products.

b. Temperature on delivery: Fresh dairy products shall be delivered between 32°F and 41°F (0°C and 5°C). Frozen products shall be delivered at 0°F (-18°C) or below.

c. Cheese Related Products:

(1) Soft cheeses such, as mozzarella, natural provolone, cream cheese, and etc., shall be delivered between 32°F and 41°F (0°C and 5°C).

(2) Hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, etc., shall be delivered between 32°F and 50°F (0°C and 10°C).

2. **FRESH FRUITS AND VEGETABLES (FF&V): See Appendix A.**

a. All FF&V shall be freshest product available. FF&V shall have eye appeal and shall be a minimum of 90% free from quality defects and 100% free of decay or loss. The Contracting Officer Representative shall negotiate a downward price adjustment for quality defects based on the U.S. Army Veterinary Representative inspection results and confirmed by receiving activity.

b. FF&V shall be delivered in an enclosed vehicle, equipped to maintain the temperature required for the type of FF&V. Mixed loads of FF&V shall be between 35°F and 55 °F (2°C and 12°C).

c. FF&V such as bananas that are sensitive to ethylene oxide shall not be palletized and wrapped with items that are ethylene oxide producers such as apples. Plastic wrapped around the product inside the boxes shall be removed to allow air circulation.

d. Fresh mushrooms shall not be packaged airtight. Packages that are wrapped in plastic shall have air hole cut into plastic 1/8 inch in diameter or larger.

e. FF&V such as bananas, potatoes and onions that are sensitive to chill damage shall be delivered without refrigeration or not less than 56 °F (14°C). FF&V delivered in an open flatbed vehicle shall be protected with a tarp.

f. For repacked FF&V, the recycled boxes shall be clean and odorless; weigh not more than 45 pounds, (20 kilograms); labeled with the name and weight of the item on two adjacent sides of the box and legibly handwritten or printed.

3. **FROZEN MEAT AND POULTRY**

a. Unless otherwise requested, all frozen meat and poultry products must be USDA inspected or USDA certified. They must be listed in one of the following publications: "Meat and Poultry Inspection Directory", or "Directory of Sanitarily Approved Food Establishment for U.S. Armed Forces Procurement. ".

b. Temperature at delivery shall be 0°F (-18°C) or below. If the product is frozen to the point that a bimetallic thermometer cannot be pushed into the product and there does not appear to be significant surface thawing or crystallization the product shall be considered acceptable. These factors shall be considered due to the lack of proper equipment for drilling frozen item.

c. Age at delivery in the frozen state:

(1) Beef shall be delivered no more than 12 months after the date of pack.

(2) Poultry shall be delivered no more than 12 months after the date of pack.

(3) Pork shall be delivered no more than 12 months after the date of pack.

(4) Lamb and veal be delivered no more than 12 months after the date of pack.

NOTE: If the manufacture, slaughter or expiration date is stamped, not embossed on the box, the Health Certificate from origin shall be available for verification by the inspecting U.S. Army Veterinary Representative.

4. **FROZEN WATERFOODS:**

a. Temperature at delivery 0°F (-18°C) or below and shall be checked using the guidance reference previously in paragraph II.3.a.

b. Age at delivery in the frozen state:

(1) Seasonal packed items shall be delivered no more than 12 months after the date of pack.

(2) Oysters shall be delivered within 6 months of shucking/freezing.

(3) Shrimp shall be delivered within 180 days, of packaging/freezing.

c. General Guidance: All items shall be delivered in excellent condition, practically free of parasites, and show no evidence of mishandling.

5. **SHELL EGGS:**

a. Shell eggs shall be cleaned and free of damage (broken, cracked, leaker, etc.,). The U.S. Army Veterinary Representative shall recommend rejection of eggs with excessive dirt or feces.

NOTE: A small quantity of dirt is allowed on eggs delivered from plants that are only approved for unwashed eggs, small defined as having relatively little size or slight dimension.

b. Fresh shell eggs delivered directly from the farms within 48 hours of production may be delivered in unrefrigerated vehicles that are covered. The vehicles must meet all the requirements listed in Section I, par. 2. Boxes shall be marked with the date of production with the vendor's name and address.

c. Chilled fresh shell eggs that are procured from food distributors shall be delivered in refrigerated vehicles and shall be delivered within 15 days from the date of packaging. Internal temperature of eggs at delivery must be 41°F (5°C) or below.

6. **BAKERY PRODUCTS:**

a. Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined.

b. Bakery products shall be delivered within 48 hours from the date of production. Frozen bakery products shall be delivered within 6 months from the date of production, (SL 12 months), and in a refrigerated truck with a temperature of 0°F (-18°C).

SECTION III. SPECIFIED ANCHORAGE DELIVERIES

1. Due to the special circumstances associated with anchorage deliveries, the following exceptions are authorized, but shall not relieve the contractor or the BPA holder of any other requirements in the Quality Assurance Provisions unless specifically listed below:

a. Dairy products may be delivered in non-refrigerated containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. When a refrigerated unit is not used, the dairy products shall be packed in special containers that hold multiple units of product (bi-wall/tri-wall boxes), with dry ice based on the product weight to maintain internal temperature of 41°F (5°C). The special container shall be packed to allow air circulation within. Dairy products shall be given the highest priority for loading/off-loading upon receipt.

b. FF&V may be delivered in unrefrigerated containers in the most expeditious manner to ensure the least amount of exposure to high temperatures.

c. Miscellaneous frozen products may be delivered in non-freezer containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. Frozen items shall be packed with dry ice based on the product weight to maintain frozen state. The special container shall be packed to allow air circulation within. Although slight temperature deviations may occur, proper packaging and sufficient quantities of dry ice shall preclude excessive temperature deviations and thawing. Any item showing sign of thawing shall be rejected.

2. Although special considerations are authorized in anchorage deliveries, no exceptions have been authorized or shall be accepted for reduced sanitary standards, including the sanitation of the vehicles, boats, and shipping containers. The reuse of containers to transport products with dry ice is authorized as long as the container is sanitary and serviceable.

3. No deviations to these Quality Assurance Provisions are authorized without prior written approval from the Contracting Officer and U.S. Army Veterinary Representative. Deviations shall be granted prior to quotes being accepted and only for the particular delivery in question.

APPENDIX A, PERISHABLE FOODS, TO ATTACHMENT 9 (QA PROVISIONS)

The following are requirements that apply to this contract:

PERISHABLE SUBSISTENCE COMPATABILITY GROUPS
(Extracted From DLAM 4145.12/ TM 38-400, April 1994)

Group 1

Temperature: 32° to 34°F (1° to 1°C).
Relative humidity: 90 to 95 percent.
Atmosphere: Normally used on berries and cherries only -10 to 20 percent CO_2.
Ice: Never in contact with commodity.

Note: Most members of this group not compatible with Group 6a or 6b because ethylene production by Group 1 can be high, and thus harmful to members of Group 6a or 6b.

Apples (except those varieties listed in Group 3)
Apricots
Berries (except cranberries) Cherries.
Figs (not with apples, danger of odor transfer to figs; also see Group 6a)
Grapes (not fumigated with surfer dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages).
Peaches
Pears
Persimmons Plums and Pomegranates
Quinces

Group 2

Temperature: 55° to 65°F(13° to 18°C)
Relative humidity: 85 to 95 percent.
Ice: Never in contact with commodity.
Avocados
Bananas
Eggplant {also see Group 5)
Grapefruit [1]
Guava
Limes
Mangoes
Muskmelons, other than cantaloupes
Casaba
Crenshaw
Honey Dew
Persian
Olive, fresh
Papayas
Pineapples {not with avocados, danger of avocados' odor absorption)
Tomatoes, green
Tomatoes, pink {also see Group 4)
Watermelons (also see Group 4 and 5)

Group 3

Temperature: 36° to 41°F (2°to 5°C).
Relative humidity: 90 to 95 percent: cantaloupes about 95 percent.
Ice: In contact with cantaloupes.
Apples (Grimes Golden and Jonathan (both, certain areas), Yellow Newton (California) and Mclntosh
Cantaloupes
Cranberries
Lemons [1] (use 50 to 55°F for more than a month)
Lychees (also see Group 4)
Oranges 1(Florida or Texas)
Tangerines

Group 4

Temperature: 40° to 45°F (4° to 7°C): beans 38° to 42°F (3° to 6°C).
Relative humidi1y: About 95 percent
Ice: Never in contact with commodity.
Beans snap
Lychees (also see Group 3)
Okra
Oranges [1] (California or Arizona)
Pepper; green (not with beans)
Pepper, red (if with green peppers, temperature adjusted toward top of range)
Squash, summer
Tomatoes, pink (also see Group 2)
Watermelons (also see Groups 2 and 5)

Group 5

Temperature: 50° to 55°F (10° to 13°C): ginger not below 55°F.
Relative humidity: 85 to 90 percent.
Ice: Never in contact with commodity.
Cucumbers
Eggplant (also see Group 2)
Ginger (not with eggplant, also see Group 7)
Potatoes (late crop)
Pumpkin and Squashes, winter
Watermelon (temperature adjusted for other members of the group; also see Groups 2 and 4),

Group 6a

This group, except for figs, grapes and mushrooms, is compatible with Group 6b
Temperature: 32° to34°F (0° to 1°C)
Relative humidity: 95 to 100 percent.
Ice: Never in contact with asparagus, figs, grapes, and mushrooms
Artichokes
Asparagus
Beefs, red
Endive and escarole
Figs (also see Group 1)
Grapes (not furnished with sulfur dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages)
Greens
Leek (not with figs or grapes)

Lettuce
Mushrooms
Parsley
Parsnips
Peas
Rhubarb
Salsity
Spinach
Sweet Corn
Watercress

Group 6b

This group is compatible with Group 6a, except for figs, grapes and mushrooms.
Temperature: 13°to 13°F (0° to l°C)
Relative humidity: 95 to 100 percent
Ice: Contact acceptable for all
Broccoli
Brussels sprouts
Cabbage
Cauliflower
Celeriac
Celery
Horseradish Kohlrabi
Onions green (not with rhubarb. Figs, or grapes; probably not with mushrooms or sweet corn)
Radishes
Rutabagas
Turnips

Group 7

Temperature: 5° to 65°F (13° to 18°C)
Relative humidity: 85 to 90 percent.
Ice: never In contact with commodity.
Ginger (also see Group 5)
Potatoes, early crop (temperatures adjusted for others)
Sweet Potatoes

Group 8

Temperature: 32°to 34°F (0° to 13°C)
Relative humidity: 65 to 70 percent.
Ice: never in contact with commodity.
Garlic
Onions dry

[1] Citrus fruits -Biphenyl fungicide may impart off odors to other commodities

The above information was extracted from Lipton, W.J. and J. M. Harvey, Compatibility of Fruits and Vegetables During Transport in Mixed loads, US Department of Agriculture Research Service, ARS51- 48 (September 1972).

Appendix B - CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD

Microbiological criteria for dairy products[1,2]

Product(s)	Standard Plate Count (SPC) (See notes 3&4)	Coliform count (See note 4)	combined yeast and mold count (See note 4)	Preliminary incubation count (See note 5)
Aseptically processed and packaged Milk and milk products	0 per ml (See notes 6&7)		0 per ml (See note 6)	0 per ml (See note 6)
Buttermilk and acidophilus milk			10 per gram	
Cottage cheese			10 per gram	10 per gram
Cream, sour cultured			10 per gram	10 per gram
Grade A pasteurized milk and milk products	20,000 per ml		10 per ml	200,000 per ml
Ice cream products, flavored, fruit and / or nuts	50,000 per gram		20 per gram	
Ice cream products, vanilla and plain flavored	50,000 per gram		10 per gram	
Frozen dessert mix:				
Vanilla flavor	50,000 per gram		10 per gram	10 per gram
other flavors	50,000 per gram		20 per gram	10 per gram
Yogurt, chilled			10 per gram	
Yogurt, frozen, plain			10 per gram	
Yogurt, frozen, flavored			20 per gram	
Yogurt, soft serve mix			10 per gram	

Notes:

1. Phosphates as specified in the PMO.
2. Products shall be free of antibiotic or pesticide residues or below the action levels established for such residues by the applicable Federal Regulatory Agency. Antibiotic residue testing shall be by the method described in the PMO. Examinations and test to detect adulterants, including pesticides, shall be conducted by methods recognized by the applicable Federal regulatory agency.
3. Not applicable to cultured products.
4. All counts are maximum allowed standards.
5. Samples must be received within 72 hrs of pasteurization. Preliminary incubation test is used as a determination of keeping quality.
6. Nonconformance's will be considered an imminent health hazard.
7. Either aerobic or anaerobic SPC.

Microbiological criteria for Environmental Swabs[1,2]

	ATP (RLU) Counts	Aerobic Plate Count (APC)	Coliform Count	
Environmental swab		100 per 50 sq cm	10 per 50 sq cm	See Note 3

Notes:
1. Microbiological counts can be used as an index for evaluating the sanitation status of processing equipment and the facility.
2. All counts are maximum recommended limits.
3. Relative Light Units (RLU) are directly correlated to log cfu/sq cm . RLU maximum tolerances are dependent upon the manufacturer of the ATP bioluminescence reader. Follow manufacturer's instructions for RLU limits.

Microbiological criteria for Fish, fresh or frozen, including shellfish		
Counts[4]	m	M
Aerobic Plate Count (APC)	5,000 per gram	1,000,000 per gram
E. coli	10 per gram	500 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Vibrio parahaemolyticus [1]	10 per gram	100 per gram
Vibrio vulnificus[2,3]	Zero (0) Tolerance	
Salmonella[2]	Zero (0) Tolerance	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Used for oysters and fish designed to be consumed raw.
2. No viable pathogen in a 25 gram sample.
3. Limit is established as non-detectable depending on method used and detection limit.
4. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Fruit Juice, Fresh or Frozen				
	Standard Plate Count (SPC) [3]		Coliform count	Combined Yeast and Mold count
Product(s)	m	M		
Aseptically processed juice[1]	0		0	0
Pasteurized Juice[2]		20,000 per ml	20 per ml	200 per ml
Non-Pasteurized Juice[4]	50,000 per ml	100,000 per ml		

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. Must be labeled as aseptically processed and process must be verified.
2. Must be labeled as pasteurized.
3. Plate count limits for juices, except for aseptically processed juice, are used as a quality indicator and may assist in determining keeping quality and/or shelf life.
4. Non-pasteurized juice is not approved for US Armed Forces Procurement.

Microbiological criteria for Kimchee [1,3,4]		
Counts [9]	m	M
Coliform (MPN)	10 per gram	
Clostridium perfringens	100 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Pseudomonas ssp [7]	200 per gram	
Streptococcus ssp [7]	10 per gram	
Listeria monocytogenes[8]	0	
Salmonella ssp[2,8]	0	
Vibrio ssp[5,8]	0	
Salt %	$\geq$ 2.5/wt	$\leq$ 3.5/wt
pH	$\geq$ 4.2	$\leq$ 4.7
Polygalacturonase [6]	Negative	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Products containing monosodium glutamate (MSG), nuts or nut oils must be labeled appropriately to reflect potential allergenic contents.
2. Only for varieties containing meat or poultry, sprouts, watercress or melon.
3. Varieties of Kimchee include, but are not limited to: Vegetables: winter, spring, cucumber, wrapped, Yolma, Chang, radish (Nabak), white (Pak), western-cabbage, pony-tail radish (Chonggak), eggplant, green onion, pumpkin, spinach, leek, green pepper; Chanachi: radish, green pepper, cucumber, garlic cabbage; Kaktagi: radish, radish and oyster Kaktuki; Tong Chimi;: radish tongchimi; Shikhae: chicken, andong, Alaskan Pollock shikhae.
4. All Kimchee products must be delivered and stored refrigerated with a definitive shelf life marked on each container.
5. Only for varieties containing fish or seafood ingredients.
6. Polyglacturonase activity is an indicator of overripening and spoilage, inferring the possible presence of Bacillus subtilus, Saccaromyces fragilis, Candida pseudotropicalis, Oospora lactis, Asperfillus ssp., and Penicillium ssp.
7. Excessive acidification may be due to high counts of these organisms; this is an indicator of very poor quality product.
8. Zero tolerance pathogens.
9. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Retail Ground Beef, Beef Trimmings, Ground Pork , Poultry (Chilled or Frozen)

Counts	m	M
Aerobic Plate Count (APC)	100,000 per gram	1,000,000 per gram
Fecal Coliform	50 per gram	500 per gram
Total coliform	100 per gram	1,000 per gram
E. coli	10 per gram	< 110 per gram
Coagulase Positive Staph	<100 per gram	500 per gram
Salmonella species	Zero (0) Tolerance[1]	
E.coli O157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.

Microbiological limits for Sandwiches, Prepared Salads and Spreads, Bagged Salad, and Cut Vegetables [4]		
Counts[3]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli most probable number (MPN)	3 per gram[2]	10 per gram
Coliform (fecal)	10 per gram	100 per gram
Yeast and mold count	200 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Campylobacter jejuni	Zero (0) Tolerance[1]	
Salmonella species	Zero (0) Tolerance[1]	
Listeria moncytogenes	Zero (0) Tolerance[1]	
E. coli 0157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that "M" are of marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. No viable pathogen in a 25 gram sample.
2. ≤ 10 per gram if using 3M Petri Film for E. coli counting.
3. Products may not be examined for all microbial characteristics as listed above. Contact laboratory if specific tests are required.
4. Tuna, chicken, ham and egg salads are tested the same, regardless whether on bread or submitted in tubs, buckets or other retail containers.

Microbiological criteria for Soft Serve Ice (cream) Milk and Soft Serve Yogurt at the retail/user level[2]		
Counts	m	M
Standard plat count [1]	50,000 per gram	250,000 per gram
Coliform	10 per gram	100 per gram
Combined Yeast & Mold		100 per gram

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
Standard Plate Count (SPC) does not apply to yogurt products.
Soft serve and Yogurt machines.

Microbiological limits for Tofu			
Counts[2]		m	M
Aerobic plate count (APC)		100,000 per gram	1,000,000 per gram coli (MPN)
<3 per gram	10 per gram		
Staphylococcus aureus		100 per gram	1000 per gram
Salmonella species[1]		Zero (0) Tolerance[1]	
Listeria moncytogenes[1]		Zero (0) Tolerance[1]	
Yersinia entercoliticus[1]		Zero (0) Tolerance[1]	

Legend:
m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. Products may not be examined for all microbial characteristics as listed above.

Microbiological and Chemical criteria for Bottled Water[1] and Vending Machine Water[2] and Ice		
Counts	m	M
Coliform	0 per 100 ml	
Coliform (bottled water)	0 per 250ml	
Heterotrophic Plate Count [5]	1000 per ml	100,000 per ml
Pseudomonas aeruginosa	Zero (0) Tolerance	
Flouride[2]		
Arsenic[2]		
Trihalomethanes[2]		
Chlorine[2]		
Dissolved Solids[4]		

Silver [3]	None Detectable

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Bottled water is tested IAW the specific limits set forth by the Code of Federal Regulations (CFR) and current Environmental Protection Agency (EPA) regulations.
2. Vending machine water requirements are from the Association of Food and Drug Officials Model Code, 1997; Ice standards are derived from the International Packaged Ice Association. These are the minimum tests required for Vending Machine water.
3. Current published regulatory limits apply.
4. Only those machines utilizing silver impregnated carbon filters. Dissolved solids measurements are for vending machines labeled "Purified".
5. Ice and water derived from well water or surface water sources marketed at retail have higher allowable HPC limits. See current guidelines established in the CFR.

Microbiological criteria for Retail/User level Pre-packaged Deli and RTE Products[4]

Product(s)	APC[3]	Listeria spp.[2]	Salmonella[2]	Coliform[2]	E.Coli O157:H7
Luncheon Meats, frankfurters, Beef, poultry & pork	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance	
Cheese, soft and hard	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Pasteurized, liquid, frozen or Dried egg	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Pizza topping (meat & cheese)	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Dried meats sticks, jerky [1]	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance	

Notes:
1. Yeast and mold combined count should not exceed 100 /g.
2. No viable pathogen in a 25 gram sample. All counts are maximum allowable limits.
3. See Table Below for APC values in RTE Products.
4. Includes all like type/style products not otherwise listed.

Additional Microbiological limits for Commercial (Food Court Style) RTE Products[2,4]

Counts	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli (MPN)	3 per gram [3]	10 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
E. coli 0157:H7[1]	Zero (0) Tolerance[1]	

Campylobacter jejuni	Zero (0) Tolerance[1]

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. This table is primarily designed for hot food lines.
3. ≤ 10 per gram if using 3M Petri Film for E. coli counting.
4. Products may not be examined for all microbial characteristics when submitted. These values are primarily used when conducting food borne illness investigations and overall quality characteristics.

PART VI - Summary of Directory Listing Requirements

Federal Supply Class (*Note 1)	Listing Required	Listing Not Required
8905 (*Notes 2, 3)	All fish, meat, poultry, and shellfish, including: Buffalo meat. Fish, canned. Fish, fresh or fresh smoked, modified atmospheric packaged. Fish, fresh or frozen, packaged. Herring, pickled. Quail. Rabbits. Salmon, smoked. Squid.	Crabs, live. Crawfish, live. Fish, fresh or frozen, whole and/or eviscerated, head on or off, unscaled, unpackaged. Lobster, live. Shrimp, fresh or frozen, whole or head off.
8910 (*Notes 4, 5)	All dairy foods and eggs, including: Cream, sterilized. Creamer, coffee, dairy. Dairy soft serve mixes. Desserts/puddings, frozen. Egg nog, canned. Egg substitutes. Italian ices. Topping, real cream. Yogurt, fresh or frozen.	Chocolate drink mix, non-dairy. Powdered dairy mixes. Toppings, non-dairy.
8915 (*Note 7, 8)	All pre-cut pre-packaged minimum processed fresh fruits and vegetables. Kimchee. Mushrooms, whole and sliced. Salads, non-meat, with or without dressing (not USDA listed). Vegetable sprouts. Fruit juices and nectars, refrigerated.	All unprocessed fruits and vegetables. Olives. Fruit juices and nectars, shelf stable or frozen concentrate.
8920 (*Notes 6, 9)	Bakery and cereal products (baked and unbaked, fresh and frozen), specifically: Croissants. Doughnuts Egg roll wrappers. Flour and corn tortillas. Wet pasta (noodles). Pastries.	All other bakery products, including: Bagels. Batter mix, dry. Biscuits, canned. Breads, rolls, and buns. Cake mix, dry. Cakes, unfilled. Cookie mix, chilled or dry.

	Pies.	Cookies, unfilled.
	Soft pretzels.	Crackers.
	Won ton wrappers.	Cupcakes, unfilled.
	Filled bakery items.	Dough, frozen or chilled.
		Dumplings, frozen.
		English muffins.
		Flour.
		Fruitcakes.
		Melba toast.
		Muffins
		Pancake batter, frozen.
		Pancake/waffle mix.
		Pasta, dry (noodles).
		Pizza crust.
		Taco shells.
		Toaster pastries.
		Pie crusts, unfilled.
		Waffles, frozen.
8925		All confectionery, nuts, and sugars.
8930		All jams, jellies, and preserves.
8935		Bouillon and soups.
8940 (*Notes 2, 3, 4, 5, 10)	Dietary foods and specialty preparations, specifically:	All other dietary and specialty preparations, including:
	Fish, meat, poultry, dairy, egg, and shellfish products.	Baby formula, canned.
	Pickled eggs.	Chips, nacho or potato.
	Frozen dinners.	Creamer, coffee, imitation (non-dairy).
	Pudding novelties, frozen or chilled.	
	Tofu.	Dips.
		Nacho cheese, canned.
		Nutri-why.
		Popcorn.
		Puddings, canned.
8945		Fats and food oils, including margarine
8950		All condiments and related products, including:
		Salad dressings.
		Mexican salsa)
8955		All cocoa, coffee, and tea.
8960	Beverages, nonalcoholic; specifically:	All other nonalcoholic beverages, including:
	Ice.	
	Bottled water.	Dry ice.
		Fruit drink mix containing no fruit juices.
8965		Non-MRE beverages, alcoholic.
8970 (*Note 2)	MRE food composite packages	Non-MRE composite food packages.
8975		All tobacco products.

*Notes:

1. For complete item listing within each class of the 8900 (subsistence) Federal Supply Class (FSC) Group, refer to Federal Supply Catalog C8900-SL, Stock List--FSC Group 89 Subsistence.
2. Meat and poultry establishments listed in the *USDA Meat and Poultry Inspection Directory* may serve as sources of meat and poultry items as indicated. These products must bear the USDA shield and applicable establishment

number. USDA listed establishments processing products not subject to meat or poultry inspection acts must also be Directory listed for those items.

3. Directory listing is not required for establishments on the Interstate Certified Shellfish Shippers List (ICSSL). Fish, fresh or fresh smoked, modified atmospheric packaged (when distributed in a chill state) must be Packed Under Federal Inspection (PUFI) by the USDC or listed specifically in this Directory. Establishments supplying other fish products must be Directory listed unless listed by the United States Department of Commerce (USDC) in the *USDC Approved List of Fish Establishments and Products*.
4. Directory listing is not required for shell egg sources listed in the *Directory of Grading Offices and Plants Operating Under USDA Poultry and Egg Grading Programs*. Establishments listed in the *USDA Meat and Poultry Inspection Directory* for dried or liquid/frozen egg products may serve as sources for those products, as coded.
5. Establishments having a pasteurized milk compliance rating of 90 percent or higher, certified by a State milk sanitation officer, and listed in the *Sanitation Compliance and Enforcement Rating of Interstate Milk Shippers (IMS) List* may serve as sources of milk and milk products, as listed. Listing in this Directory is mandatory to serve as a source of other milk and milk products and/or frozen dessert items. Establishments listed in the *Dairy Plants Surveyed and Approved for USDA Grading Service* may serve as sources of manufactured or processed dairy products as listed by product code. Those operations denoted with "P" codes (packaging and processing) must be Directory listed when providing ungraded manufactured or processed dairy products.
6. Directory listing is not normally required for semiperishable and nonanimal origin ingredient sources for items such as ready-to-eat bakery products and ice cream.
7. Establishments processing ready-to-eat, chilled, and prepared non-meat salads (such as potato, egg, tuna, chicken, turkey, ham, bean, macaroni, or cole slaw) must be Directory listed.
8. Only pasteurized juices are authorized for purchase by the DOD.
9. Directory listing for natural and artificial cream or fruit filled pie crusts, cakes, and cookies is not required if the finished item will not support pathogenic microbial growth.
10. Establishments producing finished products containing less than 3 percent by weight components of animal origin may be exempted from Directory listing by the command publishing this Directory.

ATTACHMENT 10

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Husbanding Services

for

BIMET

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QUALITY ASSURANCE SURVEILLANCE PLAN
(QASP)

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance-based Performance Work Statement (PWS). This performance-based plan sets forth the procedures and guidelines the U.S. Fleet & Industrial Supply Center, Det Singapore will use in evaluating contractor performance under the contract including but not limited to evaluating pre-arrival estimate and port visit cost reporting of the husbanding service contractor.

1.1 PURPOSE

1.1.1. The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the pre-arrival estimate and port visit cost reporting performance standards identified in the PWS.

1.1.2 This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

1.2 PERFORMANCE MANAGEMENT APPROACH

1.2.1 The performance-based PWS structures the acquisition around "what" service is required as opposed to "how" the contractor should perform the work. This QASP will define the performance management approach taken by the Contracting Officer to monitor, manage, and take appropriate action on the contractor's performance against expected outcomes or performance objectives communicated in the PWS. Performance management rests upon developing a capability to review and analyze information generated through performance metrics. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management. The data generated in a performance management approach provides information that indicates whether or not expected outcomes for required services are being achieved adequately by the contractor.

1.2.2 Performance management also represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether or not outcomes are being achieved and migrates away from scrutiny on compliance with the processes and practices used to achieve the outcome. The only exceptions to process reviews are those required by law and compelling business situations such as safety and health. An outcome focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved at the desired levels of performance.

1.3 PERFORMANCE MANAGEMENT STRATEGY

1.3.1 The contractor will establish policies and procedures for self inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The contractor will develop and implement a performance management system with the capability to assess and report their performance to the Contracting Officer.

1.3.2 The Contracting Officer will monitor contractor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The Government will make decisions based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

2.0 ROLES AND RESPONSIBILITIES

2.1. The Contracting Officer (CO) is responsible for monitoring contract compliance, performing contract administration, and the resolution of any differences between the observations documented by the requiring activity, and the contractor's performance. The CO is responsible for monitoring the contractor's quality assurance program through the QASP (See below)

2.2 The Authorized Government Representatives (e.g., Ship SUPPO) identified in the contract is responsible for monitoring, assessing, and communicating the technical performance of the contractor and assisting the contractor. Government surveillance may occur under authority of the Inspection/Acceptance paragraph of clause 52.212-4, Contract Terms and Conditions – Commercial Items, for any supply or service relating to the contract.

2.3 The contracting officer's representative will be identified to the contractor at the time an order is issued. The CO will also have the responsibility for completing QA monitoring forms (refer to Attachments 10b and 10c) used to document the evaluation of the contractor's reporting and price performance.

3.0 IDENTIFICATION OF SERVICES TO BE PERFORMED
The contractor shall provide husbanding service support in accordance with the PWS

4.0 METHODOLOGIES TO MONITOR PERFORMANCE

4.1 In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate contractor performance. The primary methods of surveillance are random checks, observations, inspections, complaints and review of those records and files that are required to be maintained and delivered under the PWS. The Contracting Officer may also use reports and self-assessments from the contractor and input from the requiring activity as sources of comments on the contractor's performance.

4.2 The contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of professional communication between employees and customers is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints. Performance management drives the contractor to be customer focused through initially addressing customer complaints and investigating the issues and/or problems.

NOTE: The customer always has the option to communicate complaints to the Contracting Officer as opposed to the contractor. The Contracting Officer will accept the customer complaints and will investigate using the Quality Assurance Monitoring Form – Customer Complaint Investigation identified in Attachment 10c.

4.3 The acceptable quality levels (AQL) located in Attachment 10a, Performance Requirements Summary Table, for contractor performance are structured to allow the contractor to manage how the work is performed while providing negative incentives for performance shortfalls. The Government will evaluate the total number of ship visits on a quarterly basis to determine if the contractor has met the goals assigned in the QASP.

5.0 QUALITY ASSURANCE REPORTING

5.1 The performance management feedback loop begins with the communication of expected outcomes from the pre-arrival cost estimate, which is substantiated by the customer and contractor prior to the submission of the final invoices, finally communicated to the contracting officer via the customer service survey form and LOGSSR Reporting Data.

5.2 The Government's QA monitoring, accomplished by the CO, will be reported using the monitoring forms in Attachments 10b and 10c. The forms, when completed, will communicate the customer and COR evaluation of the contractor's performance to the contracting officer.

5.2.1 The CO will retain a copy of all completed QA monitoring forms.

6.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

6.1 The Government shall use the observation methods cited in this QASP to determine whether the AQLs have been met. The Government will evaluate the results which then may be translated into the specific negative incentives (See Attachment 10a) should performance not meet the AQL's.

6.2 The CO will randomly select port visits to evaluate to analyze contractor performance. Within 30 days following the end of each selected order's performance period, the CO will prepare a written report summarizing the overall results of the quality assurance monitoring of the contractor's performance. This written report which consists of the contractor's submittals and the completed Quality Assurance Monitoring Forms (Attachment 10b and 10c) will become part of the QA documentation.

6.3 The CO may require the contractor's project manager, or a designated alternate, to meet with the Government personnel as deemed necessary to discuss performance evaluation. The CO will define a frequency of in-depth reviews with the contractor. However, if the need arises, the contractor will meet with the CO as often as required or per the contractor's request. The agenda of the reviews may discuss:
Performance measured by the metrics and trends
Issues and concerns of both parties
Recommendations made by the CO based on contractor information
Issues arising from independent reviews and inspections

6.4 The CO and contractor should jointly formulate tactical and long–term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the CO.

7.0. FAILURE TO PERFORM

7.1 The contractor may receive deductions and negative past performance ratings or even termination based on failure to perform. The following criteria apply for determining appropriate action:

1. **Notifications**. Consistent with FAR Part 12, the CO shall notify the service provider of failure to meet standards through QA monitoring forms, cure notices, or show cause notices and shall inform the service provider manager or designated alternate of such notices.
2. **Incentive (Negative).** The Contracting Officer will negotiate consideration in instances where the HSP fails to meet performance requirements.
3. **Termination**. If the CO determines that the contractor has failed to perform to the extent that a termination for cause is justified, the CO shall issue a notice of termination, consistent with FAR Part 12.

ATTACHMENT 10a

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Required Service	Performance Standards	Acceptable Quality Levels	Method Of Surveillance	Incentive (Negative) (Impact on Contractor Payments)
Port Visit Cost Reporting	Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ (PWS Paragraph 3.15)	95%	E-mails receipts, files review, quarterly, random, observations, complaints	The KO will negotiate consideration in instances where the HSP fails to meet performance requirements.
	Submit final LogSSR cost reports to the NAVSUP LogSSR email address and the Contracting Officer within seven (7) days of each ship's departure (PWS Paragraph 3.15)	95%	E-mail receipts, files review, quarterly, random, complaints	The KO will negotiate consideration in instances where the HSP fails to meet performance requirements.
	LogSSR submittals are accurate and complete	95%	Files review, periodic, quarterly, random, observations, complaints	The KO will negotiate consideration in instances where the HSP fails to meet performance requirements.

ATTACHMENT 10b

QUALITY ASSURANCE MONITORING FORM

SERVICE or STANDARD:
_____
_____
_____
___

SURVEY PERIOD: _____

SHIP VISIT:

SHIP NAME: _____

SHIP VISIT PERIOD: _____

CONTRACTOR LOGREQ RECEIPT DATE: _____

PRE-ARRIVAL COST ESTIMATE SUBMITAL DATE: _____

Within 48 Hours after receipt of LOGREQ _____

More than 48 hours after receipt of LOGREQ _____

LOGSSR COST REPORT RECEIPT DATE: _____

Within 7 days of ship departure _____

After 7 days of ship departure _____

PERCENTAGE OF ITEMS SAMPLED DURING SURVEY PERIOD: _____ %

SERVICE PROVIDER'S PERFORMANCE: ____ Meets Standards

____ Does Not Meet Standards

NARRATIVE OF PERFORMANCE DURING SURVEY PERIOD:
_____
_____
_____
_____

PREPARED BY: _____ **DATE:** _____

* CHECK WHERE APPLICABLE

ATTACHMENT 10c

QUALITY ASSURANCE MONITORING FORM – CUSTOMER COMPLAINT INVESTIGATION

SERVICE or STANDARD:
_____
_____
_____

SURVEY PERIOD: _____

DATE/TIME COMPLAINT RECEIVED: _____ _____ AM / PM

SOURCE OF COMPLAINT: _____ (NAME)
_____ (ORGANIZATION)
_____ (PHONE NUMBER)
_____ (EMAIL ADDRESS)

NATURE OF COMPLAINT:
_____
_____
_____
_____
____

RESULTS OF COMPLAINT INVESTIGATION:
_____
_____
_____
_____

DATE/TIME SERVICE PROVIDER INFORMED OF COMPLAINT: _____ _____ AM / PM

CORRECTIVE ACTION TAKEN BY SERVICE PROVIDER:
_____
_____
_____
_____
____

RECEIVED AND VALIDATED BY: _____

PREPARED BY: _____ **DATE:** _____

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00013	13-Jan-2012	N4034510RCSG0017	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-10-D-0009
	X	10B. DATED (SEE ITEM 13) 14-Sep-2010
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
FAR 52.217-8 (NOV 1999),Option to Extend Services

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt01126190

1. The purpose of this modification is to extend the current contract performance from 01 Feb 2012 to 31 Mar 2012 in accordance with the clause FAR 52.217-8, Option to Extend Services.
2. There is no change in the estimated total contract price as a result of this modification.
3. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 12-Jan-2012

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The order period end date has changed from 31-Jan-2012 to 31-Mar-2012.
The order period start date has changed from 01-Dec-2011 to 01-Feb-2012.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00012	22-Nov-2011	N4034510RCSG0017	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-10-D-0009
	X	10B. DATED (SEE ITEM 13) 14-Sep-2010
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
FAR 52.217-8 (Nov 1999), Option to Extend Services

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt01122946

1. The purpose of this modification is to extend the current contract performance from 01 Dec 2011 to 31 Jan 2012 in accordance with the clause FAR 52.217-8, Option to Extend Services.
2. There is no change in the estimated total contract price as a result of this modification.
3. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 22-Nov-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The order period end date has changed from 30-Nov-2011 to 31-Jan-2012.
The order period start date has changed from 01-Nov-2011 to 01-Dec-2011.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00011	24-Oct-2011	N4034510RCSG0017	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-10-D-0009
	X	10B. DATED (SEE ITEM 13) 14-Sep-2010
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
FAR 52.217-8 (Nov 1999), Option to Extend Services

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt01121283

1. The purpose of this modification is to extend the current contract performance from 01 Nov 2011 to 30 Nov 2011 in accordance with the clause FAR 52.217-8, Option to Extend Services.
2. There is no change in the estimated total contract price as a result of this modification.
3. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 24-Oct-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The order period end date has changed from 31-Oct-2011 to 30-Nov-2011.
The order period start date has changed from 01-Oct-2011 to 01-Nov-2011.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00010	15-Sep-2011	N4034510RCSG0017	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NAVSUP FLC SINGAPORE OFFICE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	NAVSUP FLC SINGAPORE OFFICE DETACHMENT SINGAPORE PSC 470 BOX 2150 FPO AP 96534-2150	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-10-D-0009
	X	10B. DATED (SEE ITEM 13) 14-Sep-2010
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-8 (Nov 1999) Option to Extend Services

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt011125594

1. The purpose of this modification is to extend the current contract performance from 01 Oct 2011 through 31 Oct 2011 in accordance with the clause FAR 52.217-8, Option to Extend Services.

2. There is no change in the estimated total contract price as a result of this extension.

3. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY (b)(6), (b)(7)(C) (Signature of Contracting Officer)	15-Sep-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The order period end date has changed from 30-Sep-2011 to 31-Oct-2011.
The order period start date has changed from 28-Feb-2011 to 01-Oct-2011.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00009	16-May-2011	N4034510RCSG0017	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-10-D-0009
	X	10B. DATED (SEE ITEM 13) 14-Sep-2010
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.212-4(c) Changes

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt011116266

1. This modification is issued to incorporate Lot Line Item XX19, Port Tariffs Not Otherwise Specified to Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12 and Lot 13.

2. Replace new Exhibit A, Schedule of Services. Changes are highlighted in green for Lot 1 through Lot 13.

3. There is no change in the estimated total price.

4. All other terms and conditions remain unchanged.

"For the purpose of electronic distribution, the modification signed by GLENN DEFENSE MARINE (ASIA) PTE LTD on 16 May 2011 is hereby incorporated by reference."

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)
		16C. DATE SIGNED 16-May-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00008	15-Apr-2011	N4034510RCSG0017	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-10-D-0009
	X	10B. DATED (SEE ITEM 13) 14-Sep-2010
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
FAR 52.212-4(c) Changes

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt011114248

1. The purpose of this modification is to incorporate a Class I vessel to Lot 12, Surabaya.
2. Replace new Exhibit A, Schedule of Services. Changes are highlighted in green for Lot 12, Surabaya.
3. The estimated contract grand total is increased by US$36,500 from US$1,949,646 to a new estimated grand total of US$1,986,146.
4. All other terms and conditions remain unchanged.

"For the purpose of electronic distribution, the modification signed by GLENN DEFENSE MARINE (ASIA) PTE LTD on 15 Apr 2011 is hereby incorporated by reference."

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
_____ (Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 18-Apr-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $36,500.00 from $1,949,646.00 (EST) to $1,986,146.00 (EST).

SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The pricing detail quantity has increased by 36,500.00 from 1,949,646.00 to 1,986,146.00.

The total cost of this line item has increased by $36,500.00 from $1,949,646.00 (EST) to $1,986,146.00 (EST).

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Destination	

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00007	11-Apr-2011	N4034510RCSG0017	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-10-D-0009
	X	10B. DATED (SEE ITEM 13) 14-Sep-2010
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.212-4(c) Changes

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt011113927

1. The purpose of this modification is to incorporate Lot 15, Port Hera and Lot 16, Kupang into contract.
2. Replace new Exhibit A, Schedule of Services. Changes are highlighted in green for Lot 15, Port Hera and Lot 16, Kupang.
3. The estimated contract grand total is increased by $351,148 from $1,598,498 to a new estimated grand total of $1,949,646.
4. All other terms and conditions remain unchanged.

"For the purpose of electronic distribution, the modification signed by GLENN DEFENSE MARINE (ASIA) PTE LTD on 11 Apr 2011 is hereby incorporated by reference."

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)
		16C. DATE SIGNED 11-Apr-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $351,148.00 from $1,598,498.00 (EST) to $1,949,646.00 (EST).

SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The pricing detail quantity has increased by 351,148.00 from 1,598,498.00 to 1,949,646.00.

The total cost of this line item has increased by $351,148.00 from $1,598,498.00 (EST) to $1,949,646.00 (EST).

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Destination	

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00006	06-Apr-2011	N4034510RCSG0017	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-10-D-0009
	X	10B. DATED (SEE ITEM 13) 14-Sep-2010
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt011113575

1. The purpose of this modification is to incorporate SUBGROUP 7 as authorized ordering officers under this contract.
2. See Section "OVERVIEW OF CONTRACT" paragraph 13.1 highlighted in yellow.
3. As a result of this change, there is no change in the amount of the contract.
4. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C) (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 05-Apr-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

OVERVIEW OF CONTRACT

1. OBJECTIVE - The objective of this contract is to obtain husbanding services for U.S. Navy Ships visiting ports identified in the lots at Exhibit A.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) as further defined at paragraph 2.2 below. It is to provide services and supplies that are required by the ships while they are in port.

2.2. The individual HS items provided under this contract are listed in Exhibit A, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Lot Line Item Numbers (LLINs).

2.3. The holder of this contract is a US Navy Contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price IDIQ contract. The HS Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services.

3.1. MINIMUM AND MAXIMUM QUANTITIES - The contract minimum quantity referred to in paragraph (b) of the FAR 52.216-22 Clause entitled “Indefinite Quantity” of this contract, is $20,000.00 of orders. The minimum guarantee applies to the base year period only. The maximum quantity is $20,000,000 of orders per year.

4. DURATION OF CONTRACT - This contract is for a period of twelve (12) months and also includes FAR52.217-8 OPTION TO EXTEND SERVICES clause. If the six (6) month extension of performance of services is exercised under FAR 52.217-8, the maximum duration of this contract is 18 months.

5. CONTRACT USERS - Authorized Users - U.S. Navy ships visiting locations covered under this contract are authorized to use this contract for husbanding supplies and services listed on Exhibit A. For purposes of this paragraph, a U.S. Navy ship is any naval vessel, craft, ship, or service craft included within the scope of subparagraphs 2 and 4 of Article 0406, United States Navy Regulations, 1990. Other Authorized Users are Military Sealift Command ships (USNS), U.S. Coast Guard (USCG) ships, U.S. Army ships, U.S. Government personnel conducting business related to a ship visit in locations under this contract and Department of Defense (DoD) Chartered ships.

6. MULTIPLE SHIP VISITS - The HS Contractor is required to be able to simultaneously Husband ten (10) ships at one time among the ports identified in the lots at Exhibit A.

7. ESTIMATED QUANTITIES - The number of ship visits and required services or supplies found in the schedule are only estimates. There is no guarantee that the government will meet or exceed the estimates. The ship is not obligated to use all items in The Schedule.

8. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or if the port-provided supplies and services are less expensive than similar services provided by the HS Contractor or its subcontractors, or finally provide it themselves to include subcontractors. The HS

Contractor, as part of its understanding of the requirement, is expected to understand and be familiar with items that are available through HN and Port Authorities.

9. LONG TERM SHIP VISITS

9.1. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The HS Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit.

10. UNIQUE/PARTICULAR SITUATIONS:

10.1. Frequent ship visits to ports: If a ship returns to a port within three (3) days (i.e. prior to the fourth calendar day), the Management Services fees for the return visit will be charged at the subsequent day rate. (example: If the ship departs Friday and comes back before Tuesday, it will be charged Management Service fees at the subsequent days rate during the return visit that begins prior to Tuesday. If the ship comes back on Tuesday, the Management Services will be charged at the first day rate for Tuesday, followed by the subsequent days' rate for the following days.)

10.2. If a ship comes into port and does not request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged Management Service fees at the first or subsequent days' rates, subject to the conditions in paragraph 10.2.1 and subject to the discussion at paragraph 20 below about ordering Management Services.

10.3. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HS Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong SAR and Singapore.

11. SHIPYARDS - U.S. Navy Ships in shipyards at locations covered by this contract may order supplies and services from this contract without the requirement to also order Management Services.

12. OTHER PERSONNEL - Other U.S. personnel (e.g. Logistics Support Teams, advance force protection teams)conducting business in support of a specific ship visit at locations covered by this contract may order off of the contract without incurring Management Service Fees. These orders do not involve continuous management of husbanding services and maybe for items such as vehicles, phones or other services.

13. ORDERING

13.1. Ordering Items on Contract: Only Authorized Government Representatives (AGR) can place orders against this contract. AGRs for this contract are:

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any FISC Yokosuka (including Sites/Detachments) warranted KO.
- Military Sealift Command Officers designated in writing as ordering officers.
- Orders may be issued orally, by facsimile or by e-mail.
- SUBGROUP SEVEN Authorized Ordering Officers.

13.2. Advance Notice Period for Orders: The HS Contractor shall perform all orders that are issued within the minimum order lead time annotated for each lot in Exhibit A. If orders are issued with less than the required minimum order lead time prior to the start of performance, the HS Contractor shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

13.3. Substitutions: Substitution of ordered LLIN shall not be allowed unless authorized and accepted in writing by the AGR and requiring activity. If accepted by the AGR or requiring vessel, substituted LLINs shall only be charged at a rate not to exceed that of the originally ordered LLIN. An example would be if a 20-passenger bus was ordered, but was not available and the HS Contractor substituted two, 10 passenger-vans. The HS Contractor shall charge a rate for the 10 passenger vans that does not exceed the rate for the one 20-passenger bus.

13.4. Cancellation of Orders:

13.4.1. Unless otherwise provided herein, in the event an order or portion of an order is cancelled prior to the number of days specified for the 'Port Minimum Order Lead Time' for each lot in the Exhibit A schedules, the U.S. Government will not be liable for any charges. For any order, or portion of an order, not cancelled prior to the number of days specified for the 'Port Minimum Order Lead Time' for each lot in the Exhibit A schedules, the Ordering activity shall be responsible for any termination costs in accordance with paragraph (h) entitled "Terminal for the Government's Convenience" of the clause entitled "Contract Terms and Conditions – Commercial Items". Any disagreements shall be subject to the Disputes clause of the contract.

13.4.2. In every case, the HS Contractor is responsible for taking all necessary steps to mitigate the U.S. Government's damages or termination costs. As part of its mitigation, the Government reasonably expects that the HS Contractor shall consider these cancellation rights as it enters into agreements with its subcontractors and suppliers.

14. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English. All electronic communication between visiting vessels and the HS Contractor shall be copied to the FISC Detachment Singapore and Logistic Support Representative.

15. STANDARDS FOR PROFESSIONAL SERVICES

15.1. The HS Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning cost and performance issues throughout the locations covered by this Contract.

15.2. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

15.2.1. The performance standards are explained in the Quality Assurance Surveillance Plan (QASP) – See Attachment 10.

15.3. The HS Contractor shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

15.4. The HS Contractor shall ensure that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

15.5. The HS Contractor shall ensure that subcontractors comply with these requirements.

16. HEIGHTENED VIGILANCE

16.1. The HS Contractor shall be alert at all times in order to contribute to the protection of the ship and its crew. The HS Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The HS Contractor shall report any such activity perceived outside the site of performance, if

such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

16.2. The HS Contractor shall fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the HS Contractor shall identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the HS Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The HS Contractor shall arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

17. EQUIPMENT - All vehicles, watercraft, and equipment provided must be in sound mechanical condition, be in compliance with local laws and specifications, meet all local safety standards, and have all required current certifications and insurance.

18. GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM) – In the event that the HS Contractor is required to use government equipment, the HS Contractor shall be responsible for all loss or damage to, or the destruction of, Government property in its possession that is reasonably determined to have been caused by its fault. The HS Contractor shall not be responsible for damage due solely to normal wear and tear.

19. CONTRACT PRICING

19.1. Contract Currency - All contract prices are in U.S. Dollars (US$).

19.2. Fixed Price (other than items in which the price is set by a Port Tariff or other controlled price)- Prices are firm-fixed-price per unit and are inclusive of ALL costs, including but not limited to all items identified in paragraph 19.2.1 – 19.2.5

19.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the LLIN. The following non-exclusive set of costs is included in the unit price: labor performed during normal working hours, overtime for work performed outside normal working hours, weekend hours, holidays, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

19.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate LLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

19.2.3. Pre-Positioning / Pre-Staging - All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

19.2.4. Repositioning equipment. All repositioning of equipment when required shall take place only after a price has been agreed upon in advance by the Contractor and an AGR.

19.2.5. All Government taxes are included in the unit cost.

19.3. Port Tariff (PT) or other controlled prices - When the HS Contractor obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list, then the HS Contractor shall be reimbursed for the published price of the item or the price the HS Contractor paid for the supply or service, whichever is less. The HS Contractor shall not be paid an amount in addition to the published price of the item. These items include, but are not limited to fleet landing, pilot, and utilities.

19.4. Time Calculations - Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations or available for required inspections. Travel time to the location of performance shall not be charged. For the purpose of this contract, 1 hour is 60 minutes and 1 day is 24 hours from the start of the service. For example, service provided from 1800 until 1800 the next day is considered 1 (one) day of service. When the unit of issue is 'DY' and a partial day of service is required, the contractor shall be entitled to bill for one day of service for the partial day of service. For example, if service is provided for 26 hours, the contractor is entitled to bill for 2 days of service at the daily rate. In cases where the ship is scheduled to arrive at a designated time and does not arrive until a later time, services shall be considered available at the time designated in the ordering LOGREQ.

19.5. Demurrage - Demurrage charges shall only be charged if the HS Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but, due to the fault of the government, was not attended to until 1500 hrs when pumping begins. The HS Contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs).

20. Management Services - Husbanding LLINs. If the Government requires any Pre-Arrival Husbanding Duties, as those tasks are further defined in the Management Services LLIN, the Government shall order at least the initial day of Management Services and one subsequent day of Management Services. Payment for these two days of Management Services shall satisfy the Government's payment obligation for any Pre-Arrival Husbanding Duties.

21. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

CHT	Collection, Holding Transfer Sewage Removal and Disposal
CU M	Cubic Meter
DAO	Defense Attaché Officer
DY	Day
EA	Each
GL	Gallon (3.785 Liters)
HR	Hour
IDD	International Direct Dialing
JB	Job
LO	Lot
M	Meter
MIN	Minimum
NSP	Not Separately Priced
OOTW	Operations Other Than War
PAX	Passenger
PK	Package
PT	Port Tariff
QTY	Quantity
TBD	To Be Determined
TP	Trip

22. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any pre-priced supply or service.

- BARGE: Barges are flat-bottomed displacement ships used for carrying or storing cargo, for separation between vessels and other structures, or as a work platform. Barges may or may not be self-propelled

- CALENDAR DAY. A calendar day is defined as the time period beginning at 0000 hr and ending at 2359 hr.

- CONTRACTING OFFICER (CO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: 1 day is 24 hours from the start of the service

- Delivery Order (D.O./Task Order): A delivery order is an order for supplies and a task order is an order for services placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge. Fender sizes are specified in the Exhibit A sub-lot line items.

- FORCE PROTECTION (FP). Security measures to protect a ship and its crew from dangerous situations such as terrorist actions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL (GFE/GFM): Items fully transferred to the HS Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Host Nation Government tax is a levy on goods and services made in the local country. The tax rate will vary with the location. The U.S. Government is often exempt from host nation Government Taxes. The Government makes no representation as to the extent to which the HS Contractor may be liable for Host Nation Government taxes.

- HOST NATION (HN): The country, which is being visited by the U.S. ship.

- HUSBANDING: To provide all supplies and services required during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other HS Contractors work with the ship, and assisting with requests for Non-Contract items. To the extent practicable, the HS Contractor shall utilize commercial shipping practices.

- LLIN: Lot Line Item Number (LLIN). A separate line item for each service or supply required in the contract.

- LLIN NUMBERING: LLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the LOT of the contract. For example Lot 1 would be 01XX, Lot 2 would be 02XX). The third and fourth digits are the service or supply item number. (For example 0101 is the first item, 0102 is the second item under Lot 1). If a LLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example LLIN XX11 for Force Protection could be divided into XX11AA for Security Guards and XX11AB Tent, and so forth)

- MOBILIZATION AND DEMOBILIZATION (MOB & DEMOB):

- Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

- Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPARATELY PRICED (NSP): Item that is not separately priced.

- POINT OF CONTACT (POC): A designated individual who is knowledgeable about an issue and is able to answer questions and make decisions concerning the issue.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples may include pilot services, tugs, picket boats, security guards, and potable water.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and is authorized to sign contracts and place orders.

23. HS CONTRACTOR REPRESENTATIVE – The Government shall contact the following HS Contractor person(s) for prompt contract management:

Name of Individual:	Leonard G. Francis
Title of Individual:	Executive Group Chairman/President
Mailing Address:	15D Pandan Road
	Singapore 609266
Tel No:	(65) 6268-5300
Fax No:	(65) 6268-6689
Mobile:	(65) 9798-3155
E-mail address:	leonard@glennmarinegroup.com

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00005	29-Mar-2011	N4034510RCSG0017	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-10-D-0009
	X	10B. DATED (SEE ITEM 13) 14-Sep-2010
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.212-4(c) Changes

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: nyspnt011112858

1. The purpose of this Modification is to incorporate Lot 14, Port of Makassar into contract.
2. Replace new Exhibit A, Schedule of Services. Changes are highlighted in green for Lot 14, Makassar.
3. The estimated contract grand total is increased by $96,165 from $1,502,333 to a new estimated grand total of $1,598,498.00
4. All other terms and conditions remain unchanged.

"For the purpose of electronic distribution, the modification signed by GLENN DEFENSE MARINE (ASIA) PTE LTD on 29 Mar 2011 is hereby incorporated by reference."

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C) (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 30-Mar-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $96,165.00 from $1,502,333.00 (EST) to $1,598,498.00 (EST).

SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The pricing detail quantity has increased by 96,165.00 from 1,502,333.00 to 1,598,498.00.

The total cost of this line item has increased by $96,165.00 from $1,502,333.00 (EST) to $1,598,498.00 (EST).

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Destination	

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00004	21-Mar-2011	N4034510RCSG0017	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-10-D-0009
	X	10B. DATED (SEE ITEM 13) 14-Sep-2010
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.212-4(c), Changes

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: nyspnt011112104

1. The purpose of this modification is to add the following:
   a. Add Managament Fees (First and Subsequent Days, Class I) for Lot 1, Muara
   b. Add Management Fees (First and Subsequent Days, Class I) for Lot 2, Bali
   c. Add Management Fees (First and Subsequent Days, Class I) for Lot 7, Kuantan
   d. Add Management Fees (First and Subsequent Days, Class I and Class III) for Lot 12, Dili
2. The estimated contract grand total is increased by US$17,700.00 from US$1,484,633.00 to a new grand total of US$1,502,333.00.
3. Replace new Exhibit A, Schedule of Services and Supplies. Changes are highlighted in green for Lot 1, Lot 2, Lot 7 and Lot 12.
4. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 21-Mar-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $17,700.00 from $1,484,633.00 (EST) to $1,502,333.00 (EST).

SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The pricing detail quantity has increased by 17,700.00 from 1,484,633.00 to 1,502,333.00.

The total cost of this line item has increased by $17,700.00 from $1,484,633.00 (EST) to $1,502,333.00 (EST).

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Destination	

The following have been modified:

CONTINUATION BLK 14

"For the purpose of electronic distribution, the modification signed by Glenn Defense Marine Asia Pte Ltd on 18 Mar 2011 is hereby incorporated by reference."

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00003	09-Mar-2011	N4034510RCSG0017	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-10-D-0009
	X	10B. DATED (SEE ITEM 13) 14-Sep-2010
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.212-4(c) Changes

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: nyssnk011111310

1. This modification is issued to update the contract price schedule for Port Klang to convert the following pre-priced supplies and services to port tariff items:

Brow, Mobile Crane services, Forklifts, Fenders, Camels/Breasting/Fendering Barges, CHT, Conex Box Barrier, Floating Barrier/Lines of Demarcation, unarmed motorized patrol craft and Dive/Vetting Services.

2. For the items addressed above, the Contractor agrees to refund the difference between the current prices in the price schedule and the prices that follow from application of the port tariffs for any of the supplies and services for which the Malaysian Government subsequently establishes that Port Klang Cruise Centre does not have legal authority under Malaysian law as of or after the modification's effective date to establish port tariffs.

3. As a result of this modification, the total estimated price is decreased by $111,120.00 from $1,595,753.00 to a new estimated total price of $1,484,633.00.

4. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 10-Mar-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by $111,120.00 from $1,595,753.00 (EST) to $1,484,633.00 (EST).

SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The pricing detail quantity has decreased by 111,120.00 from 1,595,753.00 to 1,484,633.00.

The total cost of this line item has decreased by $111,120.00 from $1,595,753.00 (EST) to $1,484,633.00 (EST).

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Destination	

The following have been added by full text:

CONTINUATION BLK 14

"For the purpose of electronic distribution, the modification signed by Glenn Defense Marine Asia Pte Ltd on 10 Mar 2011 is hereby incorporated by reference."

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	28-Feb-2011	N4034510RCSG0017	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-10-D-0009
	X	10B. DATED (SEE ITEM 13) 14-Sep-2010
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
FAR 52.212-4(c), Changes

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt011110662

1. The purpose of this Modification is to incorporate Lot 13, Port of Surabaya into contract.
2. Replace new Exhibit A, Schedule of Services. Changes are highlighted in green for Lot 13, Surabaya.
3. The estimated contract grand total is increased by US$699,365.00 from US$896,388 to a new grand total of $1,595,753.00.
4. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) SUPERVISORY CONTRACT SPECIALIS TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 28-Feb-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $699,365.00 from $896,388.00 (EST) to $1,595,753.00 (EST).

The order period start date has changed from 16-Feb-2011 to 28-Feb-2011.

SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The pricing detail quantity has increased by 699,365.00 from 896,388.00 to 1,595,753.00.

The total cost of this line item has increased by $699,365.00 from $896,388.00 (EST) to $1,595,753.00 (EST).

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Destination	

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	16-Feb-2011	N4034510RCSG0017	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-10-D-0009
	X	10B. DATED (SEE ITEM 13) 14-Sep-2010
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
FAR 52.212-4(c), Changes

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt01119931

1. The purpose of this modification is to add the following:
   a. Add Management Fees (First and Subsequent Days) for Lot 2, Bali.
   b. Add Management Fees (First and Subsequent Days) for Lot 11, Sepangar.
2. The estimated contract grand total is increased by US$7,500.00 from US$888,888.00 to a new grand total of US$896,388.00.
3. Replace new Exhibit A, Schedule of Services and Supplies. Changes are highlighted in green for Lot 2 and Lot 11.
4. All other terms and conditions remain unchanged.

"For the purpose of electronic distribution, the modification signed by Glenn Defense Marine (Asia) Pte Ltd on 17 Feb 11 is hereby incorporated by reference".

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY (b)(6), (b)(7)(C) (Signature of Contracting Officer)	16-Feb-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: N4034510RCSG0016

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-10-D-0006	27-Aug-2010		N40345-10-R-0077	06-May-2010

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)*

8. OFFER DUE DATE/LOCAL TIME: 02:00 PM 11 Jun 2010

9. ISSUED BY CODE N40345

FISC DET SINGAPORE
DET SINGAPORE
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: NAICS:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE. LTD.
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163 FACILITY CODE QB341

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$118,860.00 EST

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE
- [ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(6), (b)(7)(C)

31c. DATE SIGNED: 27-Aug-2010

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*: (b)(6), (b)(7)(C) Supervisory Contract Specialis

TEL: (b)(6), (b)(7)(C)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		$		$
0002		$		$

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		1	Lot		NSP

MINIMUM GUARANTEE FOR HS PHILIPPINES
FFP
THIS LINE ITEM DEOES NOT ORDER GOODS OR SERVICES. IT MAY BE ISSUED ON TASK ORDER/DELIVERY ORDER NUMBER 00MG FOR THE SOLE PURPOSE OF RECORDING THE OBLIGATION OF FUNDS ASSOCIATED WITH THE MINIMUM QUANTITY UNDER THIS BASIC CONTRACT.
FOB: Destination
PURCHASE REQUEST NUMBER: N4034510RCSG0016

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		118,860	Lot	$1.00	$118,860.00 EST

HUSBANDING SERVICES FOR HS PHILIPPINES
FFP
SEE EXHIBIT A LOT 3 AND LOT 4 FOR A COMPLETE LISTING OF ALL CLINS AND SUBCLINS FOR THIS CLIN. THIS OPTION PERIOD SHALL BE FOR 6 MONTHS. ALL PRICES ARE FOB DESTINATION AND SHALL BE IN U.S. DOLLARS.
FOB: Destination
PURCHASE REQUEST NUMBER: N4034510RCSG0016

MAX NET AMT	$118,860.00 (EST.)

OVERVIEW OF CONTRACT

1. OBJECTIVE - The objective of this contract is to obtain husbanding services for U.S. Navy Ships visiting ports identified in the lots at Exhibit A.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) as further defined at paragraph 2.2 below. It is to provide services and supplies that are required by the ships while they are in port.

2.2. The individual HS items provided under this contract are listed in Exhibit A, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).
2.3. The holder of this contract is a US Navy Contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price IDIQ contract. The HS Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services.

3.1. MINIMUM AND MAXIMUM QUANTITIES - The contract minimum quantity referred to in paragraph (b) of the FAR 52.216-22 Clause entitled “Indefinite Quantity” of this contract, is $50,000.00 of orders. The minimum guarantee applies to the base year period only. The maximum quantity is $3,000,000 of orders per year.

4. DURATION OF CONTRACT - This contract is for a period of twelve (12) months with an option period of six (6) months and also includes FAR52.217-8 OPTION TO EXTEND SERVICES clause. If the six (6) month extension of performance of services is exercised under FAR 52.217-8, the maximum duration of this contract is 24 months.

5. CONTRACT USERS - Authorized Users - U.S. Navy ships visiting locations covered under this contract are authorized to use this contract for husbanding supplies and services listed on Exhibit A. For purposes of this paragraph, a U.S. Navy ship is any naval vessel, craft, ship, or service craft included within the scope of subparagraphs 2 and 4 of Article 0406, United States Navy Regulations, 1990. Other Authorized Users are Military Sealift Command ships (USNS), U.S. Coast Guard (USCG) ships, U.S. Army ships, U.S. Government personnel

conducting business related to a ship visit in locations under this contract and Department of Defense (DoD) Chartered ships.

6. MULTIPLE SHIP VISITS - The HS Contractor is required to be able to simultaneously Husband eight (8) ships at one time among the ports identified in the lots at Exhibit A.

7. ESTIMATED QUANTITIES - The number of ship visits and required services or supplies found in the schedule are only estimates. There is no guarantee that the government will meet or exceed the estimates. The ship is not obligated to use all items in The Schedule.

8. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or if the port-provided supplies and services are less expensive than similar services provided by the HS Contractor or its subcontractors, or finally provide it themselves to include subcontractors. The HS Contractor, as part of its understanding of the requirement, is expected to understand and be familiar with items that are available through HN and Port Authorities.

9. LONG TERM SHIP VISITS

9.1. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The HS Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit.

10. UNIQUE/PARTICULAR SITUATIONS:

10.1. Frequent ship visits to ports: If a ship returns to a port within three (3) days (i.e. prior to the fourth calendar day), the Management Services fees for the return visit will be charged at the subsequent day rate. (example: If the ship departs Friday and comes back before Tuesday, it will be charged Management Service fees at the subsequent days rate during the return visit that begins prior to Tuesday. If the ship comes back on Tuesday, the Management Services will be charged at the first day rate for Tuesday, followed by the subsequent days' rate for the following days.)

10.2. If a ship comes into port and does not request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged Management Service fees at the first or subsequent days' rates, subject to the conditions in paragraph 10.2.1 and subject to the discussion at paragraph 20 below about ordering Management Services.

10.3. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HS Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong SAR and Singapore.

11. SHIPYARDS - U.S. Navy Ships in shipyards at locations covered by this contract may order supplies and services from this contract without the requirement to also order Management Services.

12. OTHER PERSONNEL - Other U.S. personnel (e.g. Logistics Support Teams, advance force protection teams)conducting business in support of a specific ship visit at locations covered by this contract may order off of the contract without incurring Management Service Fees. These orders do not involve continuous management of husbanding services and maybe for items such as vehicles, phones or other services.

13. ORDERING

13.1. Ordering Items on Contract: Only Authorized Government Representatives (AGR) can place orders against this contract. AGRs for this contract are:

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any FISC Yokosuka (including Sites/Detachments) warranted KO.
- Military Sealift Command Officers designated in writing as ordering officers.
- Orders may be issued orally, by facsimile or by e-mail.

13.2. Advance Notice Period for Orders: The HS Contractor shall deliver the supplies and services listed on Exhibit A in accordance with the time and date set by the order so long as the order is issued by an AGR at least 48 hours prior to the required delivery date and time.

13.3. Substitutions: Substitution of ordered CLIN shall not be allowed unless authorized and accepted in writing by the AGR and requiring activity. If accepted by the AGR or requiring vessel, substituted CLINs shall only be charged at a rate not to exceed that of the originally ordered CLIN. An example would be if a 20-passenger bus was ordered, but was not available and the HS Contractor substituted two, 10 passenger-vans. The HS Contractor shall charge a rate for the 10 passenger vans that does not exceed the rate for the one 20-passenger bus.

13.4. Cancellation of Orders:

13.4.1. Unless otherwise provided herein, in the event an order, or any portion of an order, is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. If several deliveries are required to satisfy an order or portion of an order, i.e., garbage pick-up and disposal on each of five days, then the 48-hour notice period shall be computed from each of the required delivery dates. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled “Termination for the Government’s Convenience (FAR 52.212-4)”, of the clause entitled “CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS.”

13.4.2. In rare cases, when ordering items requires long lead times, the Government may apply the Termination for the Government’s Convenience clause as referenced above even though an order was cancelled prior to 48 hours before a required delivery.

13.4.3. In every case, the HS Contractor is responsible for taking all necessary steps to mitigate the U.S. Government’s damages or termination costs. As part of its mitigation, the Government reasonably expects that the HS Contractor shall consider these cancellation rights as it enters into agreements with its subcontractors and suppliers.

14. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English. All electronic communication between visiting vessels and the HS Contractor shall be copied to the FISC Detachment Singapore and Logistic Support Representative.

15. STANDARDS FOR PROFESSIONAL SERVICES

15.1. The HS Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning cost and performance issues throughout the locations covered by this Contract.

15.2. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

15.2.1. The performance standards are explained in the Quality Assurance Surveillance Plan (QASP) – See Attachment 9.

15.3. The HS Contractor shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

15.4. The HS Contractor shall ensure that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

15.5. The HS Contractor shall ensure that subcontractors comply with these requirements.

16. HEIGHTENED VIGILANCE

16.1. The HS Contractor shall be alert at all times in order to contribute to the protection of the ship and its crew. The HS Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The HS Contractor shall report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

16.2. The HS Contractor shall fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the HS Contractor shall identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the HS Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The HS Contractor shall arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

17. EQUIPMENT - All vehicles, watercraft, and equipment provided must be in sound mechanical condition, be in compliance with local laws and specifications, meet all local safety standards, and have all required current certifications and insurance.

18. GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM) – In the event that the HS Contractor is required to use government equipment, the HS Contractor shall be responsible for all loss or damage to, or the destruction of, Government property in its possession that is reasonably determined to have been caused by its fault. The HS Contractor shall not be responsible for damage due solely to normal wear and tear.

19. CONTRACT PRICING

19.1. Contract Currency - All contract prices are in U.S. Dollars (US$).

19.2. Fixed Price (other than items in which the price is set by a Port Tariff or other controlled price)- Prices are firm-fixed-price per unit and are inclusive of ALL costs, including but not limited to all items identified in paragraph 19.2.1 – 19.2.5

19.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. The following non-exclusive set of costs is included in the unit price: labor performed during normal working hours, overtime for work performed outside normal working hours, weekend hours, holidays, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

19.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

19.2.3. Pre-Positioning / Pre-Staging - All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

19.2.4. Repositioning equipment. All repositioning of equipment when required shall take place only after a price has been agreed upon in advance by the Contractor and an AGR.

19.2.5. All Government taxes are included in the unit cost.

19.3. Port Tariff (PT) or other controlled prices - When the HS Contractor obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list, then the HS Contractor shall be reimbursed for the published price of the item or the price the HS Contractor paid for the supply or service, whichever is less. The HS Contractor shall not be paid an amount in addition to the published price of the item. These items include, but are not limited to fleet landing, pilot, and utilities.

19.4. Time Calculations - Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations or available for required inspections. Travel time to the location of performance shall not be charged. For the purpose of this contract, 1 hour is 60 minutes and 1 day is 24 hours from the start of the service. For example, service provided from 1800 until 1800 the next day is considered 1 (one) day of service. In cases where the ship is scheduled to arrive at a designated time and does not arrive until a later time, services shall be considered available at the time designated in the ordering LOGREQ.

19.5. Demurrage - Demurrage charges shall only be charged if the HS Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but, due to the fault of the government, was not attended to until 1500 hrs when pumping begins. The HS Contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs).

20. Management Services - Husbanding CLINs. If the Government requires any Pre-Arrival Husbanding Duties, as those tasks are further defined in the Management Services CLIN, the Government shall order at least the initial day of Management Services and one subsequent day of Management Services. Payment for these two days of Management Services shall satisfy the Government's payment obligation for any Pre-Arrival Husbanding Duties.

21. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

CHT	Collection, Holding Transfer Sewage Removal and Disposal
CU M	Cubic Meter
DAO	Defense Attaché Officer
DY	Day
EA	Each
GL	Gallon (3.785 Liters)
HR	Hour
IDD	International Direct Dialing
JB	Job
LO	Lot
M	Meter
MIN	Minimum
NSP	Not Separately Priced
OOTW	Operations Other Than War
PAX	Passenger
PK	Package

PT	Port Tariff
QTY	Quantity
TBD	To Be Determined
TP	Trip

22. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any pre-priced supply or service.

- BARGE: Barges are flat-bottomed displacement ships used for carrying or storing cargo, for separation between vessels and other structures, or as a work platform. Barges may or may not be self-propelled

- CALENDAR DAY. A calendar day is defined as the time period beginning at 0000 hr and ending at 2359 hr.

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the LOT of the contract. For example Lot 1 would be 01XX, Lot 2 would be 02XX). The third and fourth digits are the service or supply item number. (For example 0101 is the first item, 0102 is the second item under Lot 1). If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX11 for Force Protection could be divided into XX11AA for Security Guards and XX11AB Tent, and so forth)

- CONTRACTING OFFICER (CO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: 1 day is 24 hours from the start of the service

- Delivery Order (D.O./Task Order): A delivery order is an order for supplies and a task order is an order for services placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge.

- FORCE PROTECTION (FP). Security measures to protect a ship and its crew from dangerous situations such as terrorist actions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL (GFE/GFM): Items fully transferred to the HS Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Host Nation Government tax is a levy on goods and services made in the local country. The tax rate will vary with the location. The U.S. Government is often exempt from host nation Government Taxes. The Government makes no representation as to the extent to which the HS Contractor may be liable for Host Nation Government taxes.

- HOST NATION (HN): The country, which is being visited by the U.S. ship.

- HUSBANDING: To provide all supplies and services required during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other HS Contractors work with the ship, and assisting with requests for Non-Contract items. To the extent practicable, the HS Contractor shall utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION (MOB & DEMOB):

- Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

- Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPARATELY PRICED (NSP): Item that is not separately priced.

- POINT OF CONTACT (POC): A designated individual who is knowledgeable about an issue and is able to answer questions and make decisions concerning the issue.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples may include pilot services, tugs, picket boats, security guards, and potable water.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and is authorized to sign contracts and place orders.

23. HS CONTRACTOR REPRESENTATIVE – The Government shall contact the following HS Contractor person(s) for prompt contract management:

Name of Individual: _____

Title of Individual: _____

Mailing Address: _____

_____

Tel No: _____

Fax No: _____

Mobile: _____

E-mail address: _____

PERFORMANCE WORK STATEMENT

1. LOTS: The contract is sub-divided into Lots. Lots may be for individual ports or they may include several ports under one Lot. For this contract, the following Lots apply:

- Lot 3 – Puerto Princesa
- Lot 4 – Cebu

2. PRICING.

2.1 Except for Port Tariffs, unit prices for all contract items described below shall be inclusive of all necessary equipment, licensed operators, all liability insurance as required by local law, holiday and overtime costs, customs clearances, and fuel and operating expenses.

2.2 Fixed Prices are required in the Pricing Schedule except where Port Tariff (PT) prices, To Be Determined (TBD) prices, or Not Separately Priced (NSP) have been identified. Unless otherwise provided, these Fixed Prices shall also include performance at night, overtime, Saturdays, Sundays, and Holidays; and services performed under heavy rain, other inclement weather, or service to tankers and ships carrying explosives. These requirements do not include performance during cyclones or typhoons except where ships are required to depart in advance of cyclones or typhoons as part of a typhoon or cyclone evasion plan. They also include all operating expenses including tugs, barges, trucks, personnel, and customs clearances and any other charges unless specifically exempted by the Government.

2.3 Port Tariffs will apply to those services which are based on Port Tariff rates established and controlled by Port Authorities. English translated copies of the Port Tariffs must be submitted to the Supply Officer of the ship entering a specific Port.

2.4 Fees for Husbanding Services cover regular and overtime labor of contractor personnel supporting the ships plus indirect expenses, including all management, overhead and office expenses. The husbanding fees also include costs for arranging supplies and services described herein and include costs associated with attendance at periodic meetings and pre-deployment briefings. The husbanding fees represent total compensation for the contractor except for supplies and services with Fixed Prices.

2.5 Purchase Card Surcharge. The U.S. Government reserves the right to make payment by purchase card. All purchase card surcharges will be identified as a separate entry on each invoice. The Government will reimburse administrative surcharges, if any, for use of the Purchase Card at a rate not to exceed 5% of the purchase price for the underlying service.

2.6 If items are made available free of charge or at less than the quoted price by the Government, host nation, or port authority, only mobilization/demobilization charges, not to exceed the quoted unit price, may be charged. If, for any reason, an item that would otherwise be provided by the Host Nation, Government, or port authority is not available, that item shall be provided by the HSP at the unit price quoted in Exhibit A.

2.7 Order of Priority of Usage: The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or, if the port-provided supplies and services are less expensive than similar services provided by the HS Contractor or its subcontractors, or finally provide it themselves to include subcontractors. Where the reasonable cost of mobilization/demobilization for U.S. Government owned equipment exceeds the quoted price of the sub lot line item it is intended to replace, the HS Contractor shall use the least cost alternative to meet the requirement. If, for any reason, an item that would otherwise be provided by the Government, host nation, or port authority is not available, that item shall be provided by the HS Contractor at the price quoted in the Exhibit A pricing schedules.

3. CONTRACT LINE ITEMS.

3.1 FIRST AND SUBSEQUENT DAY HUSBANDING SERVICES (ANCHORAGE AND PIERSIDE) (CLINS XX01 and XX02)

3.1.1 PRE-ARRIVAL HUSBANDING DUTIES. Except for the services described below at paragraph 3.1.1.6 and 3.1.1.8, the HS Contractor shall be compensated for providing the Pre-Arrival Husbanding Duties described in this section by the Government's order and payment for the initial day of Management Services and one additional day of Management Services at the subsequent day rate. Compensation for staging (paragraph 3.1.1.6 below) is addressed at paragraph 19.2 of the Overview. Compensation for assisting the ship's Advance Party is addressed below at paragraph 3.1.1.8. Except when the facts detailed in paragraph 3.1.1.8 apply, the Government will not typically issue a separate order for Pre-Arrival Husbanding Duties.

3.1.1.1. The HS Contractor shall communicate with the ship and FISC Detachment Singapore to coordinate requirements.

3.1.1.2. The HS Contractor shall order requested services and supplies.

3.1.1.3. LOGREQ Initial Cost Estimate - The HS Contractor shall furnish to each ship and FISC Detachment Singapore a LOGSSR cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the LOGSSR spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship and FISC Detachment Singapore Contracting Office within two (2) working days after receipt of the LOGREQ, shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs. The LOGREQ, when submitted by, under authority of, or on behalf of an AGR, is an order for pre-priced items under this contract. Orders placed by a LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

3.1.1.4. These estimates shall be provided for all authorized users including US Navy, Military Sealift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

3.1.1.5. The LOGREQ cost estimate does not replace the HS Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U. S. Defense Attaché's Office.

3.1.1.6. The HS Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

3.1.1.7. The HS Contractor shall coordinate with other US government Contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

3.1.1.8. The HS Contractor shall assist the ship's Advance Party to include planning and coordination meetings. The HS Contractor shall not be required to expend more than 32 manhours assisting the ship's advance party or to expend more than $1,000 for the travel, meals, and lodging of its personnel assisting the ship's advance party unless it is provided a separate order for Advance Party Pre-Arrival Husbanding Services or unless an AGR orders a mutually-acceptable number of days of Management Services (not to exceed the total number of days for the visit) and the HS Contractor confirms in writing that payment for the days of Management Services that have been ordered will provide full compensation for the Pre-Arrival Husbanding Duties.

3.1.2. POST-ARRIVAL HUSBANDING DUTIES

3.1.2.1. The HS Contractor shall Husband the ship while it is at the berthing location, either at pierside or at anchorage.

3.1.2.2. The HS Contractor shall install all ordered equipment upon the ship's arrival. This equipment includes but is not limited to fenders, curb caps, steps, and telephones.

3.1.2.3. The HS Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

3.1.2.4. The HS Contractor shall brief the designated ship representative about HS Contractor-provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HS Contractor shall provide its POC information with 24-hour contact phone numbers.

3.1.2.5. The HS Contractor shall provide the SUPPO upon ship's arrival a copy of the Exhibit A of the contract, the Performance Work Statement, and applicable port tariffs.

3.1.2.6. Laundry Services:

3.1.2.6.1. The HS Contractor shall arrange for laundry and dry cleaning services to be available for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure. If the ship requires laundry or dry cleaning services, such services will be ordered from the laundry and dry cleaning vendor by an AGR.

3.1.2.7. Interpreter Services:

3.1.2.7.1. All HS Contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port.

3.1.2.8. Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

3.1.2.9. Morale Welfare and Recreation (MWR) Services:

3.1.2.9.1. The HS Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) HS Contractor servicing the ship.

3.1.2.9.2. If an ITT contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If awarded, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

3.1.2.10. Passing Ship's Orders: The HS Contractor shall coordinate and pass orders from an AGR, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts. This service includes all necessary actions to facilitate the acceptance of supplies or services ordered under Government contracts. The HS Contractor shall also arrange for these Contractors to submit invoices and receive payments by the ship if it has a mutual agreement with the other Contractors to perform these services for them. Any disputes or discrepancies arising from the order will be resolved directly between the ship and the other Contractor(s).

3.1.2.11. Customs & Immigration: The HS Contractor shall assist ship personnel with immigration and customs requirements necessary for them to enter the country where the ship's visit is to be performed. This includes providing Visa and Customs application forms.

3.1.2.12. The HS Contractor shall facilitate the ship's timely departure.

3.1.2.12.1. The HS Contractor shall provide a timely cost estimate of provided services and supplies to the ship SUPPO prior to departure.

3.1.2.12.2. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided.

3.1.2.12.3. The HS Contractor shall remove all provided equipment.

3.1.2.13 UNOFFICIAL REQUIREMENTS OR PERSONAL REQUESTS:

3.1.2.13.1 The HS Contractor shall not arrange unofficial requirements or personal requests from individual crewmembers under auspices of this contract.

3.1.3. PRE-SAILING VISIT: The HS Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the HS Contractor shall present an invoice for services provided under this contract as further described in the contract section titled "Invoices and Payments".

3.1.4. LogSSR Report: Prepare and submit an "Actual Cost Report" in accordance with PWS paragraph 3.15.

3.2 TRASH REMOVAL (CLIN XX03)

3.2.1 Trash removal service is the collection and disposal of refuse (i.e., trash) including liquid, semi-liquid, or solid garbage. Refuse does not include explosives and incendiary waste, or waste contaminated by medical and radiological processes.

3.2.2 The HS Contractor shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse. The HS Contractor shall provide dedicated refuse bins to the ship. The HS Contractor shall collect all loose refuse placed adjacent to refuse bins. The HS Contractor shall immediately clean up any spilled refuse. The HS Contractor shall properly dispose of all collected refuse.

3.2.3 For ships at pier side, the HS Contractor shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulation, or barges alongside the ship. The HS Contractor shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.

3.2.4 For ships at anchorage, the HS Contractor shall remove trash at the times agreed to by the HS Contractor and Supply Officer. The frequency of removal shall be as follows:

SHIP CLASS	DAILY FREQUENCY
I, IA, IB	1
II	2
III	3
IV and V	Continuously Via Dedicated Barge when permitted

3.2.5 For trash collection at anchorage, the trash barge shall be available 24 hours a day (where not contrary to law or port regulation) with suitable self-fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship. If sea state, weather, or other conditions require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3.2.6 For trash collection by barge, the HS Contractor shall provide trash barges/scows (with tug service if barge is not self-propelled) for ships at anchorage. The barges shall be completely empty at time of arrival at the ship. In situations where an empty barge is not available, the contractor shall provide a system to measure the volume of trash deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro

rata" share of the trash. All trash barges/scows shall be properly fendered to prevent damages to U.S. Government vessels. The HS Contractor shall have ready access to sufficient barges and equipment to support at least two (2) ships at anchorage simultaneously. The barge's crew shall be entirely responsible for the tending of lines and for barge's security. The movement of trash from the ship to the barge shall be performed with care by the ship's sailors and in the manner ensuring the safety of the HS Contractor's crew and barges. Any instances of unsafe practices shall be brought to the attention of the ship's Commanding Officer, to ensure that corrective and preventive action is taken.

3.2.7 In instances of bad weather or emergency where the ship must depart on short notice, the HS Contractor shall remove barges within four hours of being directed to do so by the ship. Should a vessel with a trash barge alongside experience an emergency where the ship must depart, the SUPPO will advise the HS Contractor at least four (4) hours in advance for the barge pick-up at no additional cost to the U.S. Government.

3.2.8 The HS Contractor shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The HS Contractor is also responsible to follow any environmental regulations required by each country. The HS Contractor is required to keep all disposal certificates and shall make them available to FISC Yokosuka upon request.

3.2.9 Whether at anchor or pierside, U.S. Government personnel will dump the trash on the barges or in the containers.

3.2.10 Any spillage of refuse in the course of the removal operations shall be cleaned up immediately by the HS Contractor. Refuse containers, when used and when emptied, shall be returned to their original position with the lids (if any) replaced thereon.

3.2.11 The HS Contractor shall be paid based on the ACTUAL CUBIC METERS of trash removed. The HS Contractor shall be entitled to bill for 60 CM where the actual volume of trash removal is less than 60 CM (per order).

3.2.12 Where trash is required to be segregated, the Ordering Activity shall be required to segregate the material at the time of disposal. The HSP shall be responsible for providing separate containers for each vessel, clearly marked with the required categories and for informing the Ordering Activity, upon arrival, that segregation is required. If the Ordering Activity does not segregate trash as required, the HSP shall inform the Ordering Activity and Logistic Support Representative (LSR) prior to departure and bill for the cost of trash segregation within 48 hours after the vessel's departure.

3.3 COLLECTION, HOLDING AND TRANSFER (CHT) (CLIN XX04)

3.3.1 The HS Contractor is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships throughout the area covered by this contract. The HS Contractor shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The HS Contractor shall be responsible for the supervision of the collection, transportation and disposal services to avoid any overflow of waste on the barge and at the pier. Services shall commence upon ship's arrival whether, at anchor or pierside. The HS Contractor shall pre-position CHT barges, when necessary, in accordance with force protection or other requirements.

3.3.2 The HS Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3.3.3 The HS Contractor shall remove sewage from the ship in HS Contractor-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

3.3.4 The HS Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT. The Government reserves the right to use its own metering device to verify measurement of sewage discharge. Invoices submitted for payment for this service shall contain a statement describing the method used in determining liquid quantities offloaded from the ship.

3.3.5 The HS Contractor shall provide CHT hoses of sufficient length from HS Contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

3.3.6 The HS Contractor shall properly dispose of all sewage. CHT collection, removal and disposal shall be priced based on the following conditions:

i. (XX04AA) – CHT BY TRUCK: The husbanding HS Contractor shall provide services when the visiting ship is at pierside.

ii. (XX04AB) – CHT BY BARGE: The HS Contractor shall provide services when the visiting ship is at anchorage or the port authority has issued a directive stating that service must be performed by barge or the barge has been ordered by the ship. The HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements. If sea state, weather, or other conditions require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3.3.7 The CHT service shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the contractor shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT.

3.3.8 The HS Contractor will be guaranteed a minimum daily quantity of 60 cubic meters for providing these services even if the actual cubic meters of CHT removed is lower than 60 cubic meters. Note: 264.2 gallons = 1 CM (cubic meter).

3.3.9 The Government reserves the right to independently verify the actual volume of CHT discharged using a certified flow measuring device.

3.3.10 The HS Contractor shall request the ship's personnel to verify all removal figures at time of CHT collection. The HS Contractor shall follow any environmental regulations required by each country. If the ship concurs with the volume, the ship will pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped or 60 cubic meters, whichever is greater. The HS Contractor shall submit a request to FISC for the difference, accompanied by disposal certificates. FISC will investigate and arrange for payment of any additional amounts that are determined to be due.

3.3.11 The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the HS Contractor's report in writing. The HS Contractor is also responsible to keep all disposal certificates and shall make them available to Contracting Officer upon request.

3.4 YOKOHAMA OR COMPARABLE TYPE FENDERS (CLIN XX05)

3.4.1 The HS Contractor shall furnish Yokohama or comparable type fenders for all classes of ships in accordance with the Schedule of Supplies and Services. Fender size is not specified as this is a performance based service. Fenders provided shall be appropriate and safe for the class of ship and pier configuration combination (eg. all class II vessels shall be billed under LINE ITEM XX05AB). The fenders quoted for each sub lot line item shall be safe and useable for the intended class of ship at all locations specified by the lot. In the schedule there is a sub contract

line item (SUBLINE ITEM) for a daily rental fee PER Yokohama or comparable type fender, and there is another SUBLINE ITEM for all costs associated with installation, and removal of one fender, as well as round trip costs associated with transport of the fender from another port, if required.

3.4.2 Rental is on a daily (24-hour) basis, per fender. Installation, removal, and transportation are charged as a "lot" per fender. The HS Contractor shall be responsible for securing the fenders to the pier.

3.4.3 The HS Contractor shall provide fenders with a minimum of two (2) mooring lines.

3.4.4 Sub lot line item XX05AG is applicable only to submarine fenders. Sub lot line item XX05AA shall be used for all other class 1 vessels. Recognizing that mobilization/demobilization costs for submarine fenders (XX05AG) vary significantly from those of other type fenders, transportation charges for submarine fenders shall not be subject to the quoted transportation charges of XX05AF. Instead, all transportation, storage, setup, mobilization and demobilization charges associated with submarine fenders (XX05AG) shall be included in the quoted price of this sub lot line item.

3.5 FRESH POTABLE WATER (CLIN XX06)

3.5.1 Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

3.5.2 Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).

3.5.2.1 These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at these websites: http://www.epa.gov/OGWDW and http://www.tdh.state.tx.us/bfds. The HS Contractor shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

3.5.2.2 The HS Contractor shall provide for the delivery of fresh potable water to the ships as ordered. The HS Contractor shall be paid for the amount of water ordered by the vessel. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, certified metering devices.

3.5.2.3 Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraph 3.5.2.1 above. If the water source does not meet the requirements of potable water, the HS Contractor shall be required to provide water from an alternate approved source at no increase in the contract price.

3.5.3 The HS Contractor shall be paid based on the ACTUAL METRIC TONS of potable water received on the ship. The Government reserves the right to use its own metering device to verify measurement of potable water delivered to the vessel.

3.5.4 If potable water delivery is via barge, the HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HS Contractor shall pre-position water Barges, when necessary, in accordance with Force protection or other requirements. If sea state, weather, or other conditions require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HS Contractor at no additional charge.

3.6 PILOTS (CLIN XX07), TUGS (CLIN XX08), LINEHANDLERS (CLIN XX09)

3.6.1 The HS Contractor shall arrange pilots, tugs, and line handlers as ordered. The HS Contractor shall coordinate with port authorities, as necessary, to ensure that the services are available at the times requested. It should be noted that the port authority or other authorized sources provide these services, and are, therefore, to be priced in accordance with current tariff rates.

3.6.2 The HS Contractor shall provide tugs to bring ships to and from berthing locations. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

3.6.3 Only if pilots, tugs, or line handlers are not available through the port authority, the HS Contractor shall use commercially available sources.

3.7 TRANSPORTATION SERVICE (BUS AND VEHICLE) (CLIN XX10)

3.7.1 GENERAL REQUIREMENTS :

3.7.1.1 All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured (including adequate passenger liability insurance). The HS Contractor is responsible for delivering all cargo and personnel to the correct location on schedule.

3.7.1.2 The HS Contractor shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government shall have the right to reject the vehicle for performance of services. The HS Contractor shall ensure that each vehicle is jointly inspected before and after a trip by the HS Contractor and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

3.7.1.3 If a vehicle is not operable when required under this contract, the HS Contractor shall provide, at no additional expense to the U.S. Government, a replacement vehicle within two (2) hours that complies in all respects with this contract.

3.7.2 BUS SERVICE

3.7.2.1 The HS Contractor shall provide air-conditioned bus services on an hourly rate basis and bill under LINE ITEM XX10AA. The hourly rate shall include one driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any tolls for long distance trips (over 50 kilometer radius) will be reimbursed at cost.

3.7.2.2 The HS Contractor shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition when presented for service and shall be free of debris. The bus shall be sufficiently clean so as not to soil passengers, their clothing or possessions with dirt, grease, oil, or other matter.

3.7.2.3 In the event of a bus breakdown, the HS Contractor shall provide within two hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

3.7.2.4 Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's Ordering Officer.

3.7.2.5 The HS Contractor shall be responsible for ensuring that the HS Contractor and an authorized representative of the U.S. Government jointly inspect before and after a trip each bus. The U.S. Government will not consider any claim for damage to a bus, which has not been inspected.

3.5.2.6 The minimum bus capacity shall be 40 passengers.

3.5.2.7 A minimum daily price of four (4) continuous hours shall apply for each bus ordered less any time associated with bus breakdown or getting lost.

3.5.2.8 Drivers must be familiar with the area, have an appropriate driver license, and speak English. In the event the driver is unable to speak English, the contractor shall furnish an English speaking rider on the bus.

3.7.3 VEHICLE RENTAL SERVICE

3.7.3.1 Vehicle Specifications, Maintenance, and Malfunctions

3.7.3.1.1 The HS Contractor shall furnish "new" air-conditioned vehicles (i.e., not more than five years old), in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations.

3.7.3.1.2 Sedans or SUVs shall have a minimum capacity of four (4) passengers and 1600cc engine.

3.7.3.1.3 In the event a "new" vehicle is not available in certain countries, the contractor shall contact the Contracting Officer to request a waiver from the requirement and provide background information as to why a waiver would be appropriate. The Contracting Officer will consider, and grant or refuse, the request. Vehicles shall be priced on a daily rate, except as noted below. They shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full. The prices for vehicles rented are based upon an assumption that the vehicles will be returned with an empty tank of gas. Therefore ships will be charged for a full tank of gasoline at the time of rental. There shall be no surcharge applied to the commercial price of the fuel. Vehicles can be returned with any amount of gasoline. Ships shall not be responsible for returning the vehicle with a full tank of fuel, and the HS Contractor shall not be obligated to credit the ship for the remaining fuel.

3.7.3.1.4 The HS Contractor shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and be responsible for all emergency repairs and services.

3.7.3.1.5 Should any vehicle break down while in the U.S. Government's possession, the HS Contractor shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than two (2) hours later. The replacement shall take place either at the point of breakdown or at the HS Contractor's office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the HS Contractor's expense. The U.S. Government shall be credited an hourly rate, pro-rated on the daily rate, for the rental cost between breakdown and vehicle replacement.

3.7.3.2 Substitution of Vehicles

3.7.3.2.1 If the HS Contractor does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the HS Contractor shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group B car is ordered but unavailable, and if no other Group B vehicle is available, the HS Contractor shall furnish a higher group vehicle at the price listed for the Group B vehicle originally ordered.

3.7.3.2.2 In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

3.7.3.3 General Description of Vehicle Types

3.7.3.3.1 Medium-size Sedan (Group "B"): 2 - 4 doors; 4 - 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

3.7.3.3.2 Passenger Van (Group “M”): 9-passenger capacity; air conditioning; minimum 2000cc engine.

3.7.3.3.3 Executive Sedan with Driver (Group “Y”): 4 doors; 5-passenger capacity; air conditioning; minimum 1600 cc engine sedan. This group requires an executive sedan and shall be provided with a driver. Drivers must be familiar with local area, and must speak English. Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. No individual driver shall be required to drive more than 8 hours. Drivers must not have been driving within the previous 8 hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the daily rate, with the HS Contractor entitled to a minimum charge of 4 hours. The HS Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations by the provided driver. The daily rate shall be inclusive of all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals. The U.S. Government will reimburse the HS Contractor for additional costs in two cases: for highway tolls, and for the driver’s overnight accommodation up to $120.00 or equivalent local currency, when required by U.S. Government business such as travel to another city, and upon presentation of an original invoice (using the online pricing application).

3.7.3.3.4 15-Passenger Buses with Driver (Group “Z”): All requirements concerning the rental of a vehicle with the driver described above in the “Executive Sedan with Driver” shall apply to this paragraph also.

3.7.3.4 Insurance and Liability.

3.7.3.4.1 The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below.

3.7.3.4.2 The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton negligence of the U.S. Government employee.

3.7.3.4.3 The HS Contractor and any Subcontractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the HS Contractor, its subcontractors, its agents, or employees.

3.7.3.4.4 The HS Contractor shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The HS Contractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

3.7.3.5 Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations.

3.7.3.6 Mileage and Deposit Charges. There are no mileage or deposit charges for the vehicles rented under this contract for all mileage travelled within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity’s needs. The HS Contractor shall be entitled to an additional half days’ rental fee at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

3.7.3.7 Time Periods of Rental. Rental time shall begin once the vehicle and driver are available for use alongside the Ordering Activity. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than 8 hours straight. Drivers must not have been driving within the previous 8 hours.

3.7.4 LIGHT TRUCKS (LOT LINE ITEM XX11AI)

3.7.4.1 The HS Contractor shall provide covered, lockable trucks with a driver to load/off load cargo and mail. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and offloading.

3.7.4.2 The HS Contractor shall be responsible for security and prevent loss/damage/destruction of cargo and mail.

3.7.4.3 The HS Contractor shall return all items left in rental vehicles to the ship's Ordering Officer.

3.7.4.4 The HS Contractor shall obtain written acknowledgement of vehicle service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

3.7.4.5 The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cost, except where the loss or damage is cost by the willful and wanton negligence of the U.S. Government employee.

3.7.4.6 Rental time shall begin once the vehicle and driver arrive at the requested location, and after the driver has notified the ship's personnel of his arrival. The daily rate is defined as 24 consecutive hours. No individual driver shall be required to drive more than eight (8) hours. Drivers must not have been driving within the previous eight (8) hours. Rentals less than 24 hours will be charged on an hourly pro-rata basis, based on the daily rate, with the HS Contractor entitled to a minimum charge of four (4) hours. The HS Contractor shall be responsible for payment of any fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. The daily rate shall be inclusive of all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals.

3.7.4.7 The HS Contractor shall provide vehicle service with qualified drivers for official government business related to port visits.

3.7.4.8 The HS Contractor shall provide one-way transfer vehicles with drivers to transfer cargo between a designated pick-up point and a specified destination within a 250 kilometer radius of the ship berth (or departure point on the pier if ship is at anchor). Outstation charges, surcharges, or additional mileage rates shall not be assessed for travel within the 250 kilometer radius as the vehicle is rented on a daily basis with usage in accordance with the ordering activity's needs. The HS Contractor shall be entitled to an additional half days' rental fee at the daily rate for each day in which vehicle trips are required beyond the 250 kilometer radius described above.

3.7.4.9 The HS Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

3.7.4.10 The HS Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

3.7.4.11 If the unit of issue is by "Day", then the rental period shall constitutes 24 hours.

3.8 FORCE PROTECTION SUPPLIES AND SERVICES (CLIN XX11)

3.8.1. General (CLINs XX01 & XX02): The HS Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The HS Contractor must develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HS Contractor must coordinate all aspects of FP planning and services with Port Authorities, HN agencies, and U.S. Embassy security

staff. If the HN is supplying FP assets and/or services at no cost or HN rate, the HS Contractor must verify that they are available and are scheduled to show up on time. When the HS Contractor obtains a FP supply or service from the port or local government-type organization and the price of that item is set by a published price list, the HS Contractor shall be reimbursed for the published price of the item or the price the HS Contractor pays for the item, whichever is less. The HS Contractor shall provide supporting documents from the HN for verification to the Supply Officer. The HS Contractor shall not follow directions of the ship's Security Officer or Advanced Party FP Officer that vary from these contract requirements without first confirming that direction with the AGR. The HS Contractor shall not add any requirements unless first receiving direction to do so as provided at paragraph 3.8.4 below.

3.8.1.1. Access Points: The HS Contractor shall establish a single entry and exit point to the pier area.

3.8.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

3.8.1.3. Personnel Identification: The HS Contractor shall positively identify all personnel before allowing access to the pier area and be able to readily identify personnel while they are working.

3.8.1.3.1. Background Checks. The HS Contractor shall conduct security background checks on its employees and the employees of its subcontractors with local or national police departments or other government organizations. The HS Contractor shall not use employees or employees of a subcontractor if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers.

3.8.1.3.2. The HS Contractor shall issue photo identification badges to its personnel and ensure subHS Contractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times.

3.8.1.3.3. The HS Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as HS Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

3.8.1.4. Access Lists: The HS Contractor shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other Contractors as required.

3.8.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

3.8.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work.

3.8.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

3.8.1.5. Inspections. The HS Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

3.8.1.6. Stand-Off Distances:

3.8.1.6.1. Objects: To the maximum extent practicable the HS Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

3.8.1.6.2. Unloading Zones: To the maximum extent practicable the HS Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship.

3.8.1.7. Warning Signs: The HS Contractor shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. To define the scope of this requirement, FP signage must be placed at intervals not to exceed every 200 ft. on the perimeter of the visiting ship. Specific locations where the signs are to be posted are at the discretion of each ship. Provision of these signs is a cost to be included in the management services fee.

3.8.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

3.8.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state “Restricted Area, Do Not Enter”
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

3.8.1.8. Ship Schedules: The HS Contractor shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HS Contractor’s written policy shall describe the required measures to protect ship schedule information.

3.8.2 Security Guards Services (CLIN XX11)

3.8.2.1. The HS Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

3.8.2.2. The HS Contractor shall comply with Attachment 3 for security guard operations.

3.8.2.3. All security guards shall be armed.

3.8.3. Beach Guard Office or Tent

3.8.3.1. The HS Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ship’s personnel while performing security checks on personnel, baggage, and vehicles.

3.8.3.2. The office or tent will be large enough to accommodate a minimum of five (5) people. The tents shall have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The HS Contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 LB, CO2 fire extinguisher shall be provided and kept fully charged.

3.8.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language providing notice about the security checks that will be conducted in the immediate area.

3.8.4. Deleted

3.8.5. Non-Contract FP Measures: The HS Contractor is prohibited from providing any FP measures that are not included in this contract, whether requested by the ship or recommended by its contractor, unless approval is obtained in advance from the FISC Detachment Singapore Contracting Office. As part of its request for approval, the HS Contractor must explain what the added FP service will include and its understanding of why it has been requested. The Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made by FISC Detachment Singapore Office, then the HS Contractor will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

3.8.6. See Attachment 3,5,6 & 7 for additional force protection requirements.

3.9 MATERIAL HANDLING (UP TO 150 LBS) (CLIN XX12)

3.9.1 The HS Contractor shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

3.9.2 The HS Contractor shall use counter-to-counter delivery and charge by each Bill of Lading. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

3.9.3 Shipping documents shall be labeled "SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HS Contractor.

3.9.4 The HS Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel. The HS Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

3.9.5 The HS Contractor shall receive the package from the ship and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

3.9.6 The HS Contractor shall deliver the package to the ship the day of arrival in port or the following morning. The HS Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

3.9.7 The HS Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HS Contractor shall store the package so that it will not be damaged and forward to the next port of call or as otherwise directed by the ship.

3.10 BROWS (CLIN XX13)

3.10.1 Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The HS Contractor shall provide the brows specified in the schedule as ordered by the ship. A range of brow sizes is provided in each of the sub lot line items of lot line item XX13. All brows provided by port authorities, host nation, or US Government shall be billed at cost as port tariff items. Mobilization, demobilization, setup and placement shall be included in the proposed unit price of all XX13 sub lot line items. In cases where brows are provided by port authorities, host nation, or US Government free of charge, at reduced cost, or for mobilization/demobilization costs only; these costs will be reimbursed without additional fees or markup.

3.10.2 Due to the height difference between the submarine deck and pier, the HS Contractor provided submarine brow (must afford personnel a smooth and safe transit when entering or exiting the submarine deck. The submarine brow must be capable of supporting shore power cables without damaging the cable.

3.10.3 The HS Contractor shall be entitled to bill for 4 hours of usage under this line item when actual usage is less than 4 hours (per order). Billing for brows shall be calculated up until the scheduled time of departure. Discrepancies, if any, between the number of hours billed at the pre-sailing visit and the actual number of hours used shall be invoiced and paid in accordance with the procedures in OC-1, Invoices and Payments. The order of priority of usage in paragraph 2.7 applies.

3.11 MOBILE CRANE SERVICES (CLIN XX14)

3.11.1 The HS Contractor shall provide mobile crane services (shore crane) with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each mobile crane ordered. Crane services under this Line Item are for land cranes only.

3.12 FORKLIFT SERVICES (CLIN XX15)

3.12.1 The HS Contractor shall provide forklift services with operator(s). The HS Contractor shall co-ordinate with local Port Authorities, as necessary, to ensure that the services are available as required and at the times requested. Upon the Supply Officer's request, the HS Contractor shall provide information concerning forklift/lifting capacity. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HS Contractor shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered.

3.13 TELEPHONE SERVICES AND COMMUNICATION EQUIPMENT (CLIN XX16)

3.13.1 Cellular Telephone Services (XX16AA): Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under XX16AA. The HS Contractor shall have readily available a minimum of 10 cellular telephones at a given time. Each mobile phone provided shall include an operating manual/instruction with published rates for usage. Airtime for mobile phones shall be included under XX16AB. Usage charges associated with mobile phones (XX16AB) will be the actual charges computed in accordance with the local or national tariff.

3.13.2 SIM cards with prepaid airtime shall be provided where the ship or operating unit has mobile phones and desires only SIM cards for use in the specific port area. SIM cards provided under LINE ITEM XX16AC shall include activation of the SIM card. HS Contractors shall not be obligated to provide quantities of sub lot line item XX16AC in excess of quantities permitted by host nation law or regulation.

3.14 PORT TARIFFS NOT OTHERWISE SPECIFIED (CLIN XX17)

3.14.1 Port tariffs (PT) billable under XX17 include all PT items for which a specific sub-line item is not specified in the Exhibit A.

3.14.2 The HS Contractor shall also provide all original documents with any invoices for port tariff items which have been provided to the ship for certification by the ship's Supply Officer prior to departure. Invoices for port tariff items not available prior to the ship's departure shall be presented for payment in accordance with OC-1.

3.15 COST REPORTING (CLIN XX18)

3.15.1 All billing and cost reporting shall be made in the units specified in the respective contract Line Items.
3.15.2 The HS Contractor shall enter and report ALL expenditures under this contract, regardless of customer or ordering activity, into LogSSR.
3.15.3 The pre-arrival cost estimate is part of the Cost Reporting Line Item.

3.15.4 LogSSR Reporting(XX18AA)
The Contractor shall fully participate in the use of the Logistics Support Services Repository (LogSSR) web-based system. LogSSR replaces all previously used reporting processes such as legacy web-based systems like Cost Reporting and Forecasting Tool (CRAFT).
Upon award, the Contractor shall utilize the LogSSR to submit all reports and documentation related to the ship's visit. LogSSR can be accessed through the NAVSUP One Supply website at https://www.navsup.navy.mil/onesupply, redirected through www.navsup.navy.mil/logssr or directly at the official website of https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(1) LogSSR access and input.

(a) At the start of the contract period of performance, the Contractor shall enter the final itemized port cost information directly into the LogSSR database (Actual Cost Report) and email all corresponding documentation (Initial Cost Estimate Report, final invoices, and supporting documentation required by the contract). External Certification Authority Public Key Infrastructure (ECA PKI) is not required for entry, but no access to the contractor's information is accessible unless obtaining an ECA PKI.

(b) Contractors can obtain access to their submissions by obtaining an ECA PKI per the NAVSUP One Supply guidelines and requesting access through the website. Information can be obtained through the LogSSR website at https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(2) LogSSR functionality.

(a) This system is designed to gather all reports and documentation related to the ship's visit, beginning with the Initial Cost Estimate (referred to in this solicitation as the 'pre-arrival cost estimate') to the Actual Cost Report. All supporting documentation will be submitted by email to navsup_hq_logssr@navy.mil in PDF format (Adobe Acrobat) when the port visit information is entered into LogSSR. Although the pre-arrival cost estimate is a separate reporting requirement, a copy of this report shall also be submitted as part of the Actual Cost Report documentation described in paragraph (b) below. The Documentation is discussed below:

(b) Actual Cost Report:

(1) The Contractor shall create the Actual Cost Report in the LogSSR website directly, within seven calendar days from completion of the ship's visit . The contractor shall also send a copy of the order (i.e. SF 1155 or 1449), a copy of any Initial Cost Estimates, a copy of the logreq, and all the contractor's invoices and supporting documentation required by the contract as PDF files to theLogSSR email address of navsup_hq_logssr@navy.mil and to the email address specified at the time of contract award for each region concurrent with the creation of the Actual Cost Report in LogSSR.. The Contractor shall identify the line items as actual or estimated. This option is for those line items where the Contractor has not received the actual invoice before the ship leaves port, i.e. telephone bills. The Contractor shall include all port costs paid by each ship for which the Contractor provides husbanding services. The term "port costs" includes all supplies or services identified in the section of the contract titled,

SUPPLIES/SERVICES AND PRICES, supplies or services furnished under another FISC contract, and any other charge paid by the ship during the port visit.

(2) For ships that do not have payment capabilities, the Contractor shall send the signed DD Form 1155, invoices and the additional documents required clearly indicating that a payment is pending to the and to the email address specified at the time of contract award for each region and to the LogSSR email address of navsup_hq_logssr@navy.mil.

(3) Any changes to an Actual Cost Report (i.e. finalize the charges made on an estimated amount) shall be forwarded by e-mail to and to the email address specified at the time of contract award for each region and to navsup_hq_logssr@navy.mil email account as PDF file within seven calendar days of the change. The FISC Detachment Singapore contracting office will update changes to the LogSSR.

(4) The Actual Cost Report and supporting documentation will be visible in the LogSSR website by the government personnel with validation authority. Final reports of an HSP representative can be accessed through the website only by obtaining an ECA PKI that will provide access only to the HSP's submitted information.

3.15.5 Pre-arrival Cost Estimate Report (XX18AB)

(1) The Contractor shall prepare an Initial Cost Estimate Report (referred to in this solicitation as the 'pre-arrival cost estimate') in response to all orders issued to the Contractor by any method identified under "ISSUANCE OF ORDER" in Contract Terms and Conditions – Commercial Items. The orders will be provided to the Contractor by ships, activities and individuals identified in the contract. The Initial Cost Estimate will include estimated prices for all items ordered. It will not be sufficient to simply state that the estimated price is "per FISC contract" or "per Port Tariff". The Contractor shall utilize Pre-arrival Cost Estimate Report format included in Exhibit B.

(2) The Contractor shall send the Initial Cost Estimate Report by email to the requiring customers authorized to use this contract and to the and to the email address specified at the time of contract award for each region within 48 hours after receipt of the LOGREQ/order. In the situation where the Contractor receives the logreq with less than two working days prior to the arrival of the ship, the Contractor shall make every effort possible to provide the cost estimate prior to the ship's arrival, but in no case, more than 48 hours after receipt of the LOGREQ.

(3) Any changes to an Initial Cost Estimate Report shall be forwarded by email to the requiring customers authorized to use this contract and to the email address specified at the time of contract award for each region .

(4) These estimates shall be provided to any other requiring customers authorized to use this contract based on the customer's request.

(5) In addition to the initial cost estimate, the Contractor shall provide any additional information and respond to the activity authorized to act on behalf of the ship, such as the Port Services office or the DAO.

NOTE: Before submission of reports or any other data to the FISC Contracting Office via electronic transmission or any other data media, the Contractor shall scan all documents with current anti-virus software to ensure computer virus free transmission. The LogSSR server scans all reports for computer viruses before inclusion in the databases. Any reports received containing computer viruses will be immediately returned to the Contractor.

3.16 WATER FERRY/TAXI SERVICE (CLIN XX19)

3.16.1 The HS Contractor shall provide water taxis to transfer ship personnel to and from the ship and the fleet landing. At the commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule. The HS Contractor shall provide water taxi service when the vessel is expected to be at anchorage for twenty-four (24) hours or more. Water taxi service shall be always available, with the exception of inclement weather, during the two (2) one-hour meal breaks and during refueling. At the

commencement of service, the HS Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule.

3.16.2 The hourly rate for taxi water service shall include a minimum of two (2) qualified operators (a driver and one other operator), any other helpers or crew members required by local authorities, all insurance, fuel, holiday surcharges, overtime, and other operating expenses. Operator qualifications are set forth in paragraph 3.16.15 below.

3.16.3 Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the ship. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection. The HS Contractor shall be entitled to a six (6) hour minimum rental fee in cases where actual usage is less than 6 hours (per order).

3.16.4 Cancellation. The Ordering Activity will notify the HS Contractor at least forty-eight (48) hours in advance for cancellation of service. If the service is cancelled with less than forty-eight (48) hours notice, the Ordering Activity shall be responsible for cancellation costs unless cancellation is required due to adverse weather conditions (described in paragraph 3.16.13 below). A cancellation fee shall not be assessed in the event service is cancelled with less than 48 hours notice due to adverse weather conditions.

3.16.5 If the HS Contractor cannot provide the size of water taxi ordered, the HS Contractor shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event the ship will be charged for the size of the water taxi ordered. For example, if one (1) 250-pax water taxi is ordered and is not available, then two (2) 125-pax water taxis shall be provided for the rate of one (1) 250-pax water taxi, if acceptable to the Ordering Officer.

3.16.6 The HS Contractor shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the port or the country in which the port is located. Apart from compliance with local laws and regulations, the HS Contractor shall meet all additional requirements as set forth throughout the PWS. Water taxi shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, and fitted for service required. Further, water taxi shall be in a clean condition when presented for service and shall be free of debris. The water taxi shall be sufficiently clean so as not to soil passengers, their clothing, or possessions with dirt, grease, oil, or other matter. If the water taxi does not meet the requirements of this paragraph as determined by the Ordering Officer, the U.S. Government shall have the right to reject the water taxi for performance of services.

3.16.7 The HS Contractor shall ensure that all water taxis are fully licensed, registered, and insured, including adequate liability insurance, in accordance with local laws and regulations.

3.16.8 Each water taxi shall be equipped with at least one clean and serviceable life jacket for each passenger and crewmember, and all jackets shall be stowed in a readily accessible place.

3.16.9 All water taxis used by the HS Contractor shall provide overhead covering.

3.16.10 Before the commencement of any services under this contract, the HS Contractor shall make the water taxi available to the Ordering Vessel's Commanding Officer or designated representative for inspection.

3.16.11 The following information shall be conspicuously posted in English and the language of the country in which the port is located:

a. Current operator's/captain's license.
b. Passenger/weight capacity limits notice.
c. Location of life jackets and other life saving equipment.

d. Location of all exits indicated in large letters.
e. Emergency procedures.

3.16.12 Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

3.16.13 'Adverse weather' conditions are weather conditions in which operations of water taxis are unsafe for passengers and shall be determined by the Commanding Officer, Command Duty Officer, Operations Officer, Officer of the Deck, or local port authority. Operation of the water taxi shall be in a safe and seaworthy manner. Operation of water taxis is not allowed under adverse weather conditions.

3.16.14 Consumption of alcoholic beverages shall not be permitted aboard the water taxi.

3.16.15 Operator Qualifications: All personnel or employees of the HS Contractor operating water taxis, shall have all certification required and issued by the law of the country in which the port is located for the operation of the type, class, or size of water taxi being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the water taxis are to be operated to ensure the water taxis are operated in a safe and seaworthy manner. At least one operator on each boat must speak English. The HS Contractor is required to provide a minimum of two (2) qualified operators for each water taxi at all times.

3.16.16 Security: During the term of this contract, the ship(s) to be serviced will provide adequate and sufficient security personnel for maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the ship's Commanding Officer or designated representative. When such naval personnel are embarked in a HS Contractor-operated water taxi, he will be responsible for the good order and discipline of naval personnel.

3.16.17 In the event of a water taxi breakdown, immediately prior to, or during a trip, the HS Contractor shall immediately provide a replacement water taxi that complies in all respects with this contract, at no additional cost to the U.S. Government. If a water taxi is not operable when required under this contract, the HS Contractor shall immediately provide at no additional expense to the U.S. Government, a replacement water taxi which complies in all respects with this contract.

3.16.18 Any personal articles or items found on the water taxi after completion of each trip shall be turned over to the ship's Security Officer or his direct representative.

3.16.19 To verify a claim by the HS Contractor for any damage or destruction caused by the U.S. Government, it shall be the responsibility of the HS Contractor to ensure that the water taxi is jointly inspected before and after each trip by the HS Contractor and an authorized representative of the U.S. Government.

3.16.20 When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

3.16.21 In the event the U.S. Government rejects a water taxi, the U.S. Government shall not be liable for any costs the HS Contractor incurs in presenting said water taxi for inspection.

3.16.22 The HS Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for U.S. Government review and inspection.

3.17. FRESH FRUITS AND VEGETABLES (FF&V), BREAD, EGGS, AND OTHER SUBSISTENCE ITEMS

3.17.1. When requested by the ship, the HS Contractor shall assist in arranging for the timely provision of FF&V, Bread and Eggs and other subsistence items. FF&V shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using nightsoil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. The HS Contractor shall assure that the provider of items arranged under this line item furnished to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars (Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Delivery charges shall be included in the price rather than being shown separately.

3.17.2. If the total cost of FF&V and subsistence items ordered and received by a ship under this contract exceeds $10,000.00 for a port visit, the HS Contractor shall submit a report via e-mail to FISC Detachment Singapore within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the HS Contractor shall provide copies of all quotes obtained. This report is in addition to the CRAFT report.

3.17.3. The HS Contractor shall ensure that the sources it recommends to the ship's SUPPO for the supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection is provided as Attachment 8.

3.17.4. The HS Contractor shall consider this requirement for inspection of sources when recommending or selecting suppliers of subsistence items. Under no circumstances should the HS Contractor recommend or offer for acceptance subsistence items from non-approved sources.

3.17.5. The HS Contractor shall comply with the Quality Assurance Provisions as per Attachment 9 when providing or arranging to provide FF&V, bread, eggs, and other subsistence items.

PER INDIVIDUAL DEL/TASK ORDER
See Schedule

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	N/A	Government
0002	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC

0001	POP 01-SEP-2010 TO 31-AUG-2011	N/A	N/A FOB: Destination
0002	POP 01-SEP-2011 TO 29-FEB-2012	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.212-4	Contract Terms and Conditions--Commercial Items	MAR 2009
52.222-50	Combating Trafficking in Persons	FEB 2009
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003

CONTRACT TERMS AND CONDITIONS
ADDITIONAL CONTRACT TERMS AND CONDITIONS

(a) ORAL ORDERS (Indefinite Delivery Contracts) (SUP 5252.216 9402) (JAN 1999). Oral orders may be placed, provided the following conditions are complied with:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.

(3) Invoices for supplies or services furnished in response to total orders will be accompanied with a received copy of each related delivery ticket.

(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

(b) WRITTEN ORDERS (Indefinite Delivery Contracts) (SUP 5252.216 9403) (JAN 1992). Written orders on Standard Form 1449/DD Form 1155 will contain the following information, consistent with the terms of the contract:

(1) Date of order;
(2) Contract number and order number;
(3) Item number and description, quantity, and unit price;
(4) Delivery or performance date;
(5) Place of delivery or performance (including consignee);
(6) Packaging, packing, and shipping instructions, if any;
(7) Accounting and appropriation data;

(8) Any other pertinent information.

(c) AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (SUP 5252.243-9400) (JAN 1992)

(1) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(2) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(3) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and FAX telephone number of the Procuring Contracting Officer (PCO) are:

Commercial Address: FISC Detachment Singapore
PSA Sembawang Terminal
Deptford Road, Building 7-4, Unit 2-9
Singapore 759657

Military Address: PSC 470, Box 2150
FPO AP 96534-2150

FAX Numbers: (65)-6-750-2639 or 2382

(d) Provision for Wood Products SA 03-05 NAVSUP CLAIMANCY POLICY - Pinewood Nematode (microscopic roundworm) Free Non-Manufactured Wood Pacing (NMWP) Material (SWPM) (Nov 2002) NAVSUP

(1) Definition. ‘Pinewood nematode’ as used in this provision, means a microscopic roundworm that has infested coniferous (softwood) trees.

(2) All non-manufactured wood lumber, pallets boxes, crates, containers, reels blocking and bracing, dunnage, drums, etc. for all shipments are required to be certified pest- (pinewood nematode) free. All wood pallets, boxes, crates, containers, reels, blocking and bracing, dunnage, drums, etc. ordered/delivered from vendors/suppliers shall be heat-treated and marked to the American Lumber Standards Committee (ALSC), NMWP policy and enforcement standards. The approved method for ensuring NMWP material is pinewood nematode free is as follows:

(i) Heat-treated to a minimum core temperature of 56□C(133□F) for at least 30-minutes in a closed chamber that has been tested evaluated, and approved officially for this purpose. In addition, the susceptible wood shall display an officially approved heat-treated marking enabling the identification of where and by whom the above treatment has been carried out.

(3) All bulk lumber procured for the fabrication of pallets, boxes, crates, containers, reels, skids, blocking and bracing, dunnage, drums, etc., shall be certified and marked as a part of the fabrication process, to the ALSC NMWP policy and enforcement standards. Vendors/Suppliers using ALSC-certified lumber to make or repair wooden boxes, crates, skids, containers, pallets, reels, drums, etc., must have formal processing procedures and documentation to ensure that only certified lumber leaves their fabrication point.

(4) This provision is self-deleting if the material or supplies are not shipped in NMWP material.

(e) Agency Protests

(1) Prior to submission of an agency protest, all parties should use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions.

(2) FISC Detachment Singapore will process agency protests in accordance with the substantive and procedural requirements of FAR 33.104(d).

(3) Pursuant to FAR 33.103(d)(4), an agency protest may be filed directly with either the Contracting Officer or the Chief of the Contracting Office. A protestor who initially files an agency protest with the Contracting Officer may appeal an adverse decision to the Chief of the Contracting Office. Agency protest submissions should clearly identify the initial adjudicating official, i.e., the “Contracting Officer” or “Chief of the Contracting Office”.

SPS CONSOLIDATED SERVER TIME ZONE (Jun 2006) (NAVSUP)

All interested parties are hereby advised that the date and time for the Contracting Officer signature and the release of this contractual document are based on US Central Time Zone. All other dates and times are based on local time.

To calculate your time in relation to US Central Time Zone, vendors may visit the following url:
http://www.timeanddate.com/worldclock/converter.html

Disclaimer: this site is not owned or maintained by the U.S. Government and therefore isn't warranted to be correct. This URL is provided as a convenience only and is not intended to preclude use of other time conversion devices.

SUP 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Address: Contracting Department (Code 250)
FISC Detachment Singapore
PSA Sembawang Road
Deptford Road Bldg 7-4
Singapore 759657
Telephone: (65) 6750-2481

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

__(4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (7) [Reserved].

___ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

___ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

___ (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

_X__ (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).

___ (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of theVietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (26) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (27) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423) .

___ (ii) Alternate I (DEC 2007) of 52.223-16. .

___ (30) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (31)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (33) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

___ (37) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (41) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

____

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1)in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) Reserved.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 Sep 2010through 31 Aug 2011.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $3,000.00 , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The HS Contractor is required to be able to simultaneously Husband a maximum of eight (8) ships at one time for among the ports identified in the lots at Exhibit A. The HS Contractor is not obligated to honor:

(1) Any order for a combination of items in excess of the maximum quantity for the applicable performance period of this contract; or

(2) A series of orders within 30 days that together call for quantities exceeding the quantities identified in the pricing schedule by more than 200 percent (200%).

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 days following the effective period of the contract.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days before contract expires.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 24 months.
(End of clause)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses http://acquisition.gov/comp/far/index.html
DFAR Clauses http://www.acq.osd.mil/dpap/dars/dfars/index.htm

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2009)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

_X__ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ___252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) ____ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ____ 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

(9) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11) ____ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(12) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (JUL 2009) of 252.225-7036.

(15) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) ____ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) __X__ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(22)____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(23)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(24) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all—

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting officer.

(End of clause)

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUNE 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

(End of clause)

252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless—

(1) Approved in writing by the Contracting Officer;

(2) Made in accordance with the laws and regulations of the United States of America; and

(3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract of any plans, specifications, or other similar documents relating to work under this contract, if marked “Top Secret,” “Secret,” or “Confidential” be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall—

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

INVOICES & PAYMENTS
(a) Invoice Content

The Contractor shall submit to the ordering officer an invoice that lists all the expenses incurred by the ship during the port visit. The contractor's invoice shall list items priced under this contract and include subcontractor invoices for all other items not priced in the contract. All invoices submitted shall have all supporting documentation (i.e. trash and CHT certificates, delivery tickets signed by ship's personnel, with a legible signature and printed name and rank, port tariff invoices, invoices for items not pre-priced in the contract, and any other documentation that the supplies/services have been delivered and accepted) and must be submitted in accordance with the paragraph below. All items listed on the invoices must be completely detailed (i.e., broken down) for quantity, contract unit of issue, unit price, etc. No lump sum amount will be accepted. Invoices for volume-based services (e.g. CHT and potable water) shall include a statement describing the method used in determining the liquid quantities on-loade and/or off-loaded from the vessel.

The Contractor has the responsibility to keep copies of all documentation submitted to the ship for each visit for all supplies and services rendered and in the quantities invoiced. The Contractor shall keep a copy of all such documentation in one place that will be indicated to the Contracting Officer at the time of contract award. FISC Yokosuka and its detachments contracting personnel may examine these files at any time during the performance of this contract.

The invoices must be easily identifiable as original (i.e. original signature or stamped as ORIGINAL). If an electronic invoice is authorized, the Contractor must certify on the invoice that it is the first time that the invoice is submitted. If the original invoice has been lost, a copy of the invoice may be submitted. This invoice must be marked as "DUPLICATE COPY" and a signed and dated statement with a contractor's stamp must be made on the duplicate invoice confirming that payment has not been received.

Each invoice must include—

(1) Name and address of the Contractor;
(2) Invoice number and date issued;
(3) Contract number, Contract Line Item Number, Lot Line Item and , if applicable, the Order Number;
(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(5) If appropriate, the shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on a Government bill of lading;
(6) Terms of any prompt payment discount offered;
(7) Name and address of the official to whom payment is to be sent;
(8) Name, title, and phone number of the person to be notified in the event of a defective invoice;
(9) Supporting documentation (i.e. trash and CHT certificates, delivery tickets signed by the ship's personnel, with a legible signature and printed name and rank, and any other documentation that the supplies/services have been delivered and accepted);
(10) The invoice must be correct and complete and without handwritten figures.
(11) Electronic funds transfer (EFT) information.

The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g. FAR 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration), or applicable agency procedures.

EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

If an item is not included on the original invoice, a supplemental invoice shall be issued with the same number followed by alpha suffix (e.g. Invoice No. 0001/03-A). The same requirements for submittal of the original invoice apply to the supplemental invoice.

If an invoice for an item is not available prior to the ship's departure (e.g. cell phone charges, port tariff items, port dues, etc.), the item shall be listed on the invoice with the words "TO BE DETERMINED (TBD)". Once the invoice has been received and the exact amount is known, the Contractor shall issue a supplemental invoice (with all supporting documentation attached) as "FINAL" for the final payment. TBD invoices shall not be paid until a 'FINAL' invoice is submitted.

It is the Contractor's responsibility to verify with port authorities and concessionaires that there are no pending charges prior to the ship's departure. This is to avoid any possible future invoices that may be submitted for unknown services to the U.S. Government.

When preparing an invoice the term "Miscellaneous" or any similar type description should be avoided. If this is not possible and the Contractor must use the term "Miscellaneous" when submitting an invoice, the Contractor shall provide a detailed list of items purchased and item prices on the invoice.

Invoices not in compliance with these instructions are not considered to be proper invoices and may be rejected.

(b) Invoice Submission

The invoice must be submitted to the listed activities in the following order:

(1) To the ship's Supply Officer or his designated representative one day prior to its sailing date. In the event the Contractor is unable to present any invoice to the ordering ship for payment prior to the departure of the ship, the Contractor shall submit invoices and attempt to obtain payment at the ship's next port of call.

(2) If unsuccessful, to the Contracting Officer. In the event the Contractor is unable to present any invoice to the ordering ship prior to its departure, the invoice must be promptly submitted to the Contracting Officer for payment through DFAS Yokota. In no case should the invoice be submitted beyond 90 days after the ship's departure from the port. The Disbursing Officer will annotate the date the invoices are received for the purpose of calculating any interest due. An exception to the 90-day limit will be given only for charges made by the port authorities or concessionaires, or the host nation authorities, including military authorities. It is the Contractor's responsibility to verify that there are no pending charges and to obtain the invoices from these authorities no later than six months after the ship's departure.

(3) Alternatively, whenever a non-Navy ordering authority orders services under the contract, the Contractor shall submit invoices and all supporting documents to that ordering activity.

(c) Payment of Invoices

Payments under this contract will be made in accordance with the clause FAR 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003).

Payment will be made after delivery and acceptance of supplies or performance and acceptance of services.

"Acceptance" means the act of an authorized representative of the Government by which the Government, for itself or as an agent of another, assumes ownership of existing identified supplies tendered or approves specific services rendered as partial or complete performance of the contract (from FAR 46.101 Definitions).

Bill payment shall be disbursed through one of the following methods, check, purchase card, submission of invoices to a Defense Finance and Accounting Command (DFAS) via regular mail or electronically through Wide Area Work Flow (WAWF).

The Contractor shall present to the ordering officer or SUPPO all pricing that is firm and finalized one-day prior to the ship's sailing or the ordering activity departure. At that time, the Contractor shall relay any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for these functions shall be the ordering officer or the ordering officer's designated representative. In addition, the Contractor shall present all documentation and invoices from other Contractors subject to provision of services under this contract.

The Contractor shall obtain a signed delivery order (DD 1155) to verify that the services were received and that charges presented in the port visit cost reporting program are correct for payment. This may be accomplished via email from the Ordering Officer or the SUPPO of the ship. The ordering officer shall pay for all supplies and services accepted during the period of performance by one of the aforementioned methods of payment.

In the absence of a delivery order, forward invoices and all documentation regarding inspection and acceptance of supplies and services by the ship's representative with appropriate accounting data to the Administrative Contracting Office.

(d) The Government will not make direct payments of VAT to the host nation nor will it withhold taxes, including VAT, from invoices for orders that are submitted to the husbanding services contractor by the Government. Payment of appropriate taxes required as part of conducting business in the specific country at which a port visit takes place are a responsibility of the husbanding services contractor. Offerors are further directed to FAR 52.229-6, Taxes-Foreign Fixed-Price Contracts (JUN 2003), which is included in the solicitation.

EXHIBITS AND ATTACHMENTS
EXHIBITS AND ATTACHMENTS

Applicable documents, exhibits, and attachments for this contract are:

EXHIBIT NO.	DOCUMENT
A.	Schedule of Supplies and Services
B.	Pre-Arrival Cost Estimate Report

ATTACHMENT NO.	
1.	Classification of Ships
2.	Refuse Definitions
3.	Security Guard Operations
4	Water Taxi Specifications
5.	Floating Line of Demarcation
6.	Performance Work Statement (PWS) for Force Protection
7.	Picket Boat Operations & Specifications
8.	Request for Sanitary Inspection
9.	Quality Assurance Provisions (including Appendices A & B)
10.	Quality Assurance Surveillance Plan (QASP)

EXHIBIT A – SCHEDULE OF SUPPLIES AND SERVICES
Exhibit A (ELINs) Schedule of Supplies and Services.

Separate Excel spreadsheet is attached. Complete all unit prices in U.S. Dollars under each lot and grand total. A completed Excel soft copy shall be forwarded to the Contracting Officer as part of the offer to enable the Contracting Officer to verify the formula when evaluating prices.

EXHIBIT B – PRE-ARRIVAL COST ESTIMATE REPORT
Separate Excel spreadsheet is attached. This is the format that the government requires Contractor to submit within 48 hours after receipt of the LOGREQ/order.

ATTACHMENT 1
SHIP CLASSIFICATIONS (DESCRIPTION OF U.S. NAVY SHIPS BY CLASS AND TYPE)

The following are Ship Classifications:

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	7
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360
Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854
Class IV					
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082
T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276

T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

Displacement is expressed in tons and represents fully loaded displacement.

The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

GLOSSARY OF TERMS AND ABBREVIATIONS

AGOS	RESEARCH SHIP
AGSS	RESEARCH SUBMARINE
AOE	FAST COMBAT SUPPORT SHIP
ARS	SALVAGE SHIP
AS	SUBMARINE TENDER
CG	GUIDED MISSLE CRUISER
CV	MULTIPURPOSE AIRCRAFT CARRIER (CONVENTIONALLY PROPULSION)
CVN	MULTIPURPOSE AIRCRAFT CARRIER (NUCLEAR PROPULSION)
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
FFG	GUIDED MISSLE FRIGATE
HSV	HIGH SPEED VESSEL
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCS	LITTORAL COMBAT SHIP
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LHD	AMPHIBIOUS ASSAULT SHIP (MULTI- PURPOSE)
LPD	AMPHIBIOUS TRANSPORT DOCK
LSD	AMPHIBIOUS CARGO SHIP
LSV	LOGISTIC SUPPORT VESSEL (ARMY)
HSIC	MARK V SPECIAL OPERATIONS CRAFT (1 PAIR)
MCM	MINE COUNTERMEASURE SHIP
MCS	MINE COUNTERMEASURE SUPPORT SHIP
MHC	MINE HUNTERS COASTAL
MSC	MILITARY SEALIFT COMMAND
PC	PATROL COASTAL SHIP
SSBN	BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSGN	CRUISE MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	ATTACK SUBMARINE (NUCLEAR PROPULSION)
T-AE	AMMUNITION SHIP (MSC)
T-AFS	COMBAT STORE SHIP (MSC)
T-AGOS	OCEAN SURVEILLANCE/PATROL SHIP (MSC)

T-AGS	SURVEYING/ OCEANOGRAPHIC SHIP (MSC)
T-AH	HOSPITAL SHIP (MSC)
T- AKE	DRY CARGO/AMMUNITION SHIP (MSC)
T-AKR	STRATEGIC SEALIFT SHIP (MSC)
T-AO	OILER (MSC)
T-AOT	TANKER (MSC)
T-ATF	FLEET OCEAN TUG (MSC)
WAGB	POLAR CLASS ICEBREAKERS
WHEC	HIGH ENDURANCE CUTTER
WMEC	MEDIUM ENDURANCE CUTTER

ATTACHMENT 2
REFUSE SERVICE DEFINITIONS

The following are Refuse Definitions used for this contract:

"Refuse" includes all garbage, ashes, debris, rubbish and other similar waste material, and anything else delivered to the ship, but not taken onboard due to spoilage, etc., even though such refuse was not aboard the vessel when it arrived in port. Not included are explosives and incendiary waste and contaminated waste from medical and radiological processes.

"Garbage" means animal and vegetable waste (and containers thereof) resulting from the handling, preparation, cooking, and consumption of foods. Edible, or hog food, garbage is the portion of waste food, which has been segregated for salvage.

"Ashes" means the residue from burned wood, coal, coke, and other combustible material.

"**Debris**" means grass cuttings, tree trimmings, stumps, street sweepings, rooting and construction wastes, and similar waste material.

"**Rubbish**" means a variety of unsalvageable waste material such as metal, glass, crockery, floor sweepings, paper, wrappings, containers, cartons, and similar articles not used in preparing or dispensing food. Rubbish is further subdivided into:

"**Combustible Rubbish**" which can be burned readily in an incinerator or burning pit.

"**Noncombustible Rubbish**" which cannot be burned at ordinary incinerator temperatures (800 to 1,800 degrees F.)

"**Receptacles**" or "**Containers**" means cans, drums, bins, or similar receptacles, which can be handled easily, and multiple containers, which are handled by mechanical truck-mounted hoists. A **"bin"** is defined as a standard garbage bin used for this service which can vary in size. Size will be identified in The Schedule Sub-CLINs.

ATTACHMENT 3
SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

    1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

    1.2. Security guards may be provided through private security firms or through local police officials.

    1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

    1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

    1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pierside:

    2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

    2.2. All pierside guard services will be performed within the parameters of local Laws and Regulations.

    2.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

    2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

    2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

    2.6. The following equipment will be required as a minimum for each guard:

        2.6.1. Uniform as provided by contractor or authorities;

        2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. ROEs Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats:

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2 If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3 The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4 As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

ATTACHMENT 4
WATER TAXI SPECIFICATIONS

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxi specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated FISC Det Singapore Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor, the FISC Det Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including COMPACFLT.

5. COMSEVENTHFLT Specifications:

5.1. Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of Philippines. Notwithstanding compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

5.1.1. Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

5.1.2. Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

5.1.3. The following information shall be conspicuously posted in both English and (the appropriate foreign language):

5.1.3.1. Current Operator's/Captain's license and boat names.

5.1.3.2. Passenger/weight capacity limit notice.

5.1.3.3. Location of life jackets and other life saving equipment.

5.1.3.4. Location of all exits indicated in large letters.

5.1.3.5. Emergency procedures

5.1.4. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

5.1.5. Operation of the boat shall be in a safe and seaworthy manner.

5.1.6. The consumption of alcoholic beverages shall not be permitted aboard the boat.

5.2. Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by the Republic of Philippines for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

5.3. Security: During the term of this contract the ship(s) to be serviced (insert ship name if purchase order) agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

5.4. Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

5.5. Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

5.5.1. Hull

5.5.1.1. Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures.

5.5.1.2. Superstructure, including masts and stacks.

5.5.1.3. Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.

5.5.1.4. Provisions for drainage of sea water from exposed decks over the side and not into the bilges.

5.5.1.5. Access/egress points- adequacy of number and location.

5.5.2. Machinery

5.5.2.1. 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.

5.5.2.2. Main propulsion and auxiliary machinery essential to operation of boat.

5.5.2.3. Sea and bulkhead closure valves.

5.5.2.4. Bilge auction strainers and dewatering systems-bilge pump to be tested by operation

5.5.2.5. Bilges free of flammable liquids

5.5.3. Electrical

5.5.3.1. Cables.

5.5.3.2. Navigation, deck, and emergency lights.

5.5.3.3. Rotating electrical machinery; e.g., generators and motors --Storage batteries

5.5.4. Lifesaving equipment

5.5.4.1. Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.

5.5.4.2. Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.

5.5.4.3. First aid kits, life rings and distress lights.

5.5.4.4. Distress signaling devices

5.5.5. Fire fighting equipment

5.5.5.1. Fire pump - test by subjecting fire hose(s) to fire pump pressure.

5.5.5.2. Portable fire extinguishers.

5.5.5.3. Fixed systems, e.g., C02 cylinders.

5.5.6. Steering apparatus

5.5.7. Miscellaneous systems and equipment

5.5.7.1. Harbor charts.

5.5.7.2. Ground tackle and mooring lines.

5.5.7.3. Whistle/fog horn, bell.

5.5.7.4. Lighted compass.

5.5.7.5. Radar.

5.5.7.6. 2-way radio capable of Bridge-to-Bridge communications.

5.5.7.7. Current license.

5.5.7.8. Operator qualifications.

5.6. Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement-is that contained in paragraph 5.7 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

5.7. Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

5.7.1. Safety of operations. Insure the following are present and in working condition:

5.7.1.1. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.

5.7.1.2. Fire extinguishers sufficient for the size of the vessel operated.

5.7.1.3. Radio (with battery backup) capable of Bridge-to-Bridge communications.

5.7.1.4. Anchor/chain sufficiency for the size of the vessel operated.

5.7.1.5. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

5.7.2. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:

5.7.2.1. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

5.7.2.2. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.

5.7.2.3. Ensure no bare or exposed electrical wires or connections are located in the passenger area.

5.7.2.4. Validate that sufficient unobstructed exits are present and marked in English.

5.7.2.5. Verify that no missile hazards, gear adrift, or trip hazards exist.

5.7.3. The following shall be conspicuously displayed, in English:

5.7.3.1. Passenger/weight capacity.

5.7.3.2. Location and number of life jackets.

5.7.3.3. Location of life saving equipment.

5.7.3.4. Locations of exits (if not obvious).

5.8. Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

5.9. If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

ATTACHMENT 5
FLOATING LINE OF DEMARCATION OR BUOY SYSTEM FLD SPECIFICATIONS

The following are Floating Line of Demarcation (FLD) or Buoy System FLD Specifications used for this contract:

1. The Contractor shall provide a FLD to identify a restricted area in the water of approximately 330 feet (100 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. The FLD is to help identify a safe standoff zone.

2. The size of the FLD will depend on the class of ship. Pier side, the FLD should be positioned 330 feet (100 meters) fore and aft of the ship and 330 feet (100 meters) out into the water from the ship. If sufficient space is not available then the FLD will be positioned as far as possible from the ship. At anchorage, the FLD will be positioned 330 feet (100 meters) outside the swing radius of the ship.

3. There are two types of FLDs that are currently authorized.

3.1. Continuous Line FLD – If allowed by the Port, the Contractor shall provide a Continuous Line FLD per the specifications listed below.

3.1.1. The FLD must fully enclose ships at dockside or at anchorage. The FLD will have an Entry Control Point (ECP) where the FLD may be opened up when authorized watercraft require access to the ship. The Contractor will provide a boat and crew to open up and close the FLD at the ECP.

3.1.2. Specifications:

3.1.2.1. Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable ECP for access.Floatation devices positioned every meter on the line.

3.1.2.2. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing strobe lights (standing at least one meter high above the water) and positioned every 75 meters along the line.

3.1.2.3. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the FLD. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD intact at all times regardless of sea conditions. Failure of the system to remain in place may result in deductions to the invoice.

3.2. Buoy System FLD - This is an acceptable alternative to the Continous Line FLD requirement. Some Ports may require the buoys to be temporarily moved and replaced if a commercial ship requires the water space.

3.2.1. The Contractor shall provide a Buoy System FLD per the specifications provided below.

3.2.2. The Contractor shall provide a Buoy System FLD to identify a restricted area around ships. The purpose of the Bouy System FLD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 100 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible on both ship and shore based radar. The Picket Boats will patrol outside of this visual reference. The Buoy System FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) workboats to tend to the Buoy System FLD at all times.

3.2.3. Provide the system with weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

ATTACHMENT 6
PERFORMANCE WORK STATEMENT (PWS) FOR FORCE PROTECTION

CLIN XX11 - FORCE PROTECTION SERVICES AND SUPPLIES

(a) Only the ship's Commanding Officer, the ship's Supply Officer, or the FISC Det Singapore Contracting Officer is authorized to order Force Protection (FP) services under this contract. If any other activity or individual attempts to order FP services (e.g., NCIS, DAO, etc), the Husbanding Service (HS) Contractor is required to immediately inform the ship and receive a proper order prior to beginning performance of these services.

(b) The HS Contractor is responsible for providing or coordinating listed FP services as part of their Husbanding Services under Lot Line Item XX01 and XX02. The HS Contractor shall develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HS Contractor must coordinate all aspects of FP planning and services with Port Authorities, host nation agencies, and U.S. Embassy security staff. If the host nation is supplying FP assets the HS Contractor must verify they are available and are scheduled to show up on time.

(c) The HS Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer. The HS Contractor shall not add any requirements without prior approval.

(d) The HS Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Det Singapore Contracting Officer. The HS Contractor must explain what the added FP service will include and why it has been requested. The FISC Det Singapore Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HS Contractor will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

(e) FP is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, having the objective of improving security to personnel and ships while in port. FP services or supplies may be provided by the host nation at no cost or may be billed at the public tariff rate. The HS Contractor is required to verify what services will be provided by the host nation. For the services that cannot be provided by the host nation, the HS Contractor is required to arrange these services by obtaining them from commercial sources at the prices indicated in the pricing schedule.

(f) The HS Contractor shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HS Contractor's written policy shall describe the required measures to protect ship schedule information.

(g) The HS Contractor shall provide as many services identified below as ordered by the ship or FISC Det Singapore Contracting Officer. These services do not include other related services not listed, but may be required and separately ordered to attain a higher level of security in a port.

(h) Personnel providing force protection services must be responsive to instructions from the ship. This does not authorize force protection personnel to violate any local regulations, any Port Authority ordinances, or local decrees. The equipment and material used for the force protection services will be inspected by the ship's force to ascertain that they meet force protection requirements.

(i) Access Points: The HS Contractor shall establish a single entry and exit point to the pier area.

(j) Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

(k) Personnel Identification: The HS Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

(l) Background Checks: The HS Contractor shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations. The HS Contractor shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers. The HS Contractor shall issue photo identification badges to its personnel and ensure subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The HS Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing. In addition, the HS Contractor will be required to provide vetting services for third party contractors such as DESC contractors.

(m) Access Lists: The HS Contractor shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

(n) Inspections: The HS Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

(o) Stand-Off Distances:

Objects: To the maximum extent practicable the HS Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

Unloading Zones: To the maximum extent practicable the HS Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship.

Warning Signs: The HS Contractor shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

Sign Specifications:
- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area, Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

(p) The unit price for force protection services shall include all costs associated with providing transportation, mobilization/installation and demobilization/de-installation, or arranging the requested services below unless the transportation, mobilization/installation and demobilization/de-installation is identified as a separate Lot Line item number. The HS Contractor's invoice shall set forth the unit of issue identified for each service, total quantity ordered for each service, unit price, and the total price.

(q) The force protection services that the ships may order are:

(1) CONEX box barriers capable of stopping a vehicle (automobile). (Price per meter per day)

(i) CCONEX box barriers.

Mobilization, installation and demobilization will be billed under a separate contract line item number.

The HS Contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

The barriers may be of different design and material as long as they are approved by the FP personnel. Empty 20 ft or 40 ft shipping containers may be used . Availability will determine the requested type of barrier. A combination of barriers may also be used.

A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zigzag patterns to control the speed of access.

A personnel entry point must be established through the barriers. Barriers may also be used to seal off secondary Port gates. All barriers must be placed prior to a ship's arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

(2) Armed or unarmed security guard to control vehicle and personnel access to pier. (Price per guard per hour) Must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival.

The HS Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas. The HS Contractor shall comply with Attachment 3 for security guard operations.

(3) Floating Line of Demarcation (FLD) at pierside, equipped with anchors and lighting (for night visibility). (Price per meter per day) The floating FLD must be anchored at least 30 meters from ship. Oil booms are acceptable. Mobilization, installation and demobilization will be billed under a separate contract line item number.

The HS Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers but is to help identify a safe standoff zone. The HS Contractor shall comply with the specification of the FLD in Attachment 5.

(4) Unarmed and manned picket boat or waterborne patrol (motorized patrol craft, approximately 5-10 meters in length), with own radio to communicate with ship and local authorities. Continuous coverage is required for the period of performance ordered by the ship or by the Contracting Officer. (Price per patrol craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

The HS Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone. The HS Contractor shall comply with Attachment 7 for picket boat operations and specifications.

(5) Unarmed and manned motorized patrol craft, approximately 5-10 meters in length, with own radio to communicate with ship and local authorities, to escort ship from pilot pickup point to mooring location. (Price per craft per hour) Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship is less than 4 continuous hours, the HS Contractor is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered.

(6) Tents or awnings to shelter personnel conducting inspections and/or designated medical area. Must be at least three (3) meters by three (3) meters, and closed on all sides. Must be anchored down and strong enough to withstand inclement weather. (Price per unit per day)

(7) Dive and Vetting: The HS Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities. The pier will be vetted prior to the ship's arrival. To the maximum extent practicable the HS Contractor shall inspect all watercraft at least 400 feet (125 meters) from the ship. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel. The HS Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in picket boats. (Per team per hour, minimum four (4) hours)

ATTACHMENT 7
PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

1. The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

2. The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

3. Ships at anchorage will normally require two Picket Boats.

4. The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate Lot Line Item in the contract.

5. The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

6. The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

7. The Picket Boat will meet the following requirements:

7.1. Licensed for commercial operations by local country Department of Transportation.

7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

7.4. If a deckhand crewmember is required, only qualified personnel are used.

7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

7.11.4. Portable Spotlight

ATTACHMENT 8
REQUEST FOR SANITARY INSPECTION

SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
FISC DETACHMENT SINGAPORE
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD, BLDG 7-2
SINGAPORE 759657

Dear Sir:

We are interested in supplying (e.g. specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

LIST AND INFORMATION TO REQUEST FOR INITIAL INSPECTION

List of products for which approval is requested.
Establishment letterhead - four places.
Name of establishment owner.
Site area size - acres, square feet or square meters.
General description of the area surrounding the plant site.
Building description, i.e. material used in construction, age of building(s), size (in square feet or meters), and number of stories.
Drawing of floor plan of building(s) to include major production areas (for slaughterhoused and dairies only).

List of major processing equipment.
Sources of raw materials.
Output of finished product - average kilograms or tons per day, per week or per month.
Special codes printed on product packages which identify the establishment, the product, and the date of production or packaging.
Number of employees.
Are employees receiving pre-employment or periodic medical examinations? What is the frequency of the periodic examinations?
Program for employee instruction personal hygiene, food, handling techniques, and food hygiene and safety.
Cleaning and sanitizing methods, including chemical used.
Detailed written cleaning and sanitizing program.
Official water quality certification from the local government, including total aerobic bacteria plate count, coliform count, and chemistry.
Name of water source.
Waste disposal program.
Pest control program.
Name of inspection agencies which inspect the plant (government and civilian) and frequency of inspections. Are inspection reports available for review?
Flow chart for the manufacture of each major category of products listed in No.1 above from raw materials to finished products health control points.
What laboratory examinations are performed on products and plants environment? Are the results available for review?
Total number of company vehicles?
Key personnel and point of contact for inspectors.
Direction to plant.

ATTACHMENT 9

QUALITY ASSURANCE PROVISIONS
September 2006

SECTION I. GENERAL REQUIREMENTS

1. **SANITARILY APPROVED SOURCES:** All subsistence items shall be from approved sources as authorized, or exempted in NAVSUPINST 4335.4F/AR 40-657/AFR 161-32/MCO P10110.31G. Name and address of processing facility shall identify any subcontracting entities utilized other than the primary contractors. FISC DET Singapore has available approved source listings of authorized subsistence incorporated into VETCOM Circular 40-1, Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Hawaii and Pacific) and other regions maintained and published by HQ, US Army Veterinary Command, Fort Sam Houston, Texas (http://vets.amedd.army.mil/vetsvcs/approved.nsf). The U.S. Army Veterinary Representative, prior to commencing a contract/Blanket Purchase Agreement (BPA), shall inspect all required potential sources identified. Failing to pass inspection shall be grounds for not issuing a BPA and grounds for cancellation if the facility fails inspection after a BPA has commenced. This applies to all contractors and subcontractors. Documents cited here shall be provided to the contractor upon written request.

2. **DELIVERY VEHICLES:** The supplies delivered under this contract/BPA shall be transported in a sanitary enclosed/covered or open flatbed vehicle. Semiperishable items delivered in open flatbed vehicle shall be covered with a tarp to protect products from rain or foreign objects. Vehicles shall be equipped to maintain the appropriate temperature for the subsistence being delivered. Vehicles shall be maintained in a sanitary condition to prevent contamination of the food and shall be subject to inspection by the government at all reasonable times. Supplies submitted for acceptance in vehicles, which are not sanitary, may be rejected without further inspection. Concurrent transportation of bulk contained pesticides, rodenticides, petroleum products, inedible products, household chemicals, or other caustic or volatile compounds are undesirable but occasionally necessary. When a carrier jointly transports subsistence and cleaning agents or hazardous products, the cleaning agents or hazardous products shall be segregated from the subsistence to the greatest extent. Segregated to the greatest extent means that all cleaning agents or hazardous products shall be unitized, loaded completely lower and horizontally from the subsistence to the maximum distance allowed by the physical configuration of the carrier. Shrink-wrap shall be used to secure items to pallets and provide stabilization.

3. **CODE DATING:** Master-shipping boxes shall be stamped or embossed with code dates, except Fresh Fruits and Vegetables, (FF&V). Coding must represent the date of slaughter, production, pasteurization, manufacture, or expiration/pull date. Open code shall have the date, month and year or Julian date, (last number of the year with the number of days). Closed code, such as letters and numbers, shall have an accompanying letter from the manufacturer explaining the code and shelf life.

4. **PACKAGING:** Standard commercial packaging is acceptable as long as it meets the requirements set forth in this agreement, product is protected from contamination, and quality is preserved. Products shall be packaged in non-returnable commercial containers that do not exceed 55 pounds or 25 kilograms per container. The use of a plastic shrink-wrap to secure items to the pallet shall be minimized.

5. **SHELF LIFE REQUIREMENTS:** Unless otherwise specified in this agreement, products shall be delivered with not less than one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining. If the supplies delivered DO not have the minimum number of days of shelf life remaining as set forth in this agreement, the government shall have the right to reject and/or require replacement.

6. **TEMPERATURE REQUIREMENTS:** Unless otherwise specified in this agreement, all perishable products shall be delivered between 32°F-41°F (0°C-5°C) for chilled and 0°F (-18°C) or below for frozen. Temperatures shall be checked between the primary container and the outer container to reduce product damage. If a discrepancy is suspected, internal temperature shall be checked prior to rejection or acceptance of the products.

7. **REJECTED ITEM:** Any item recommended for rejection by the U.S. Army Veterinary Representative or receiving activity shall be annotated on the invoice or delivery receipt. The Contracting Officer Representative shall negotiate on price adjustment for quality or short shelf life defect as requested by receiving activity based on the U.S. Army Veterinary Representative inspection results. Replacements shall be coordinated with the Contracting Officer Representative as requested by the receiving activity.

8. **FOREIGN ORIGIN PRODUCTS:** Foreign establishments DO not have to be Directory listed if the prepackaged finished items they produce are imported by distributors or brokers into the continental United States, Hawaii or Alaska for sale to U.S. Armed Forces. This exemption Does not apply to establishments importing food directly into the U.S. territories of American Samoa, Guam, or the Mariana Islands without entering the continental United States, Hawaii or Alaska.

9. **CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD:** See Appendix B below.

SECTION II. QUALITY ASSURANCE PROVISIONS BY ITEM

1. **DAIRY PRODUCTS:**

a. Milk products shall be from approved sources and meet the raw, pasteurized, bacteriological and chemical requirements of the United States Public Health Service (USPHS) Publication 229 (Grade A Pasteurized Milk Ordinance). Frozen deserts and novelties shall be from approved sources in accordance with applicable military or local specifications or in the absence of applicable specifications, good manufacturing practice. Bacteriological and chemical testing may be accomplished at origin or destination. The U.S. Army Veterinary Representative shall submit non-conforming results to the Contracting Officer and provide a copy furnished to the contractor with a letter of explanation. The letter shall inform the contractor that unreliable quality controls may result in suspending further deliveries in accordance with NAVSUPINST 4355.6A/AR 40-70. NAVSUPINST 4355.6/AR 40-70 sets forth the microbiological testing program and suspension procedures for dairy products.

b. Temperature on delivery: Fresh dairy products shall be delivered between 32°F and 41°F (0°C and 5°C). Frozen products shall be delivered at 0°F (-18°C) or below.

c. Cheese Related Products:

(1) Soft cheeses such, as mozzarella, natural provolone, cream cheese, and etc., shall be delivered between 32°F and 41°F (0°C and 5°C).

(2) Hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, etc., shall be delivered between 32°F and 50°F (0°C and 10°C).

2. **FRESH FRUITS AND VEGETABLES (FF&V): See Appendix A.**

a. All FF&V shall be freshest product available. FF&V shall have eye appeal and shall be a minimum of 90% free from quality defects and 100% free of decay or loss. The Contracting Officer Representative shall negotiate a downward price adjustment for quality defects based on the U.S. Army Veterinary Representative inspection results and confirmed by receiving activity.

b. FF&V shall be delivered in an enclosed vehicle, equipped to maintain the temperature required for the type of FF&V. Mixed loads of FF&V shall be between 35°F and 55 °F (2°C and 12°C).

c. FF&V such as bananas that are sensitive to ethylene oxide shall not be palletized and wrapped with items that are ethylene oxide producers such as apples. Plastic wrapped around the product inside the boxes shall be removed to allow air circulation.

d. Fresh mushrooms shall not be packaged airtight. Packages that are wrapped in plastic shall have air hole cut into plastic 1/8 inch in diameter or larger.

e. FF&V such as bananas, potatoes and onions that are sensitive to chill damage shall be delivered without refrigeration or not less than 56 °F (14°C). FF&V delivered in an open flatbed vehicle shall be protected with a tarp.

f. For repacked FF&V, the recycled boxes shall be clean and odorless; weigh not more than 45 pounds, (20 kilograms); labeled with the name and weight of the item on two adjacent sides of the box and legibly handwritten or printed.

3. **FROZEN MEAT AND POULTRY**

a. Unless otherwise requested, all frozen meat and poultry products must be USDA inspected or USDA certified. They must be listed in one of the following publications: "Meat and Poultry Inspection Directory", or "Directory of Sanitarily Approved Food Establishment for U.S. Armed Forces Procurement. ".

b. Temperature at delivery shall be 0°F (-18°C) or below. If the product is frozen to the point that a bimetallic thermometer cannot be pushed into the product and there does not appear to be significant surface thawing or crystallization the product shall be considered acceptable. These factors shall be considered due to the lack of proper equipment for drilling frozen item.

c. Age at delivery in the frozen state:

(1) Beef shall be delivered no more than 12 months after the date of pack.

(2) Poultry shall be delivered no more than 12 months after the date of pack.

(3) Pork shall be delivered no more than 12 months after the date of pack.

(4) Lamb and veal be delivered no more than 12 months after the date of pack.

NOTE: If the manufacture, slaughter or expiration date is stamped, not embossed on the box, the Health Certificate from origin shall be available for verification by the inspecting U.S. Army Veterinary Representative.

4. **FROZEN WATERFOODS:**

a. Temperature at delivery 0°F (-18°C) or below and shall be checked using the guidance reference previously in paragraph II.3.a.

b. Age at delivery in the frozen state:

(1) Seasonal packed items shall be delivered no more than 12 months after the date of pack.

(2) Oysters shall be delivered within 6 months of shucking/freezing.

(3) Shrimp shall be delivered within 180 days, of packaging/freezing.

c. General Guidance: All items shall be delivered in excellent condition, practically free of parasites, and show no evidence of mishandling.

5. **SHELL EGGS:**

a. Shell eggs shall be cleaned and free of damage (broken, cracked, leaker, etc.,). The U.S. Army Veterinary Representative shall recommend rejection of eggs with excessive dirt or feces.

NOTE: A small quantity of dirt is allowed on eggs delivered from plants that are only approved for unwashed eggs, small defined as having relatively little size or slight dimension.

b. Fresh shell eggs delivered directly from the farms within 48 hours of production may be delivered in unrefrigerated vehicles that are covered. The vehicles must meet all the requirements listed in Section I, par. 2. Boxes shall be marked with the date of production with the vendor's name and address.

c. Chilled fresh shell eggs that are procured from food distributors shall be delivered in refrigerated vehicles and shall be delivered within 15 days from the date of packaging. Internal temperature of eggs at delivery must be 41°F (5°C) or below.

6. **BAKERY PRODUCTS:**

a. Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined.

b. Bakery products shall be delivered within 48 hours from the date of production. Frozen bakery products shall be delivered within 6 months from the date of production, (SL 12 months), and in a refrigerated truck with a temperature of 0°F (-18°C).

SECTION III. SPECIFIED ANCHORAGE DELIVERIES

1. Due to the special circumstances associated with anchorage deliveries, the following exceptions are authorized, but shall not relieve the contractor or the BPA holder of any other requirements in the Quality Assurance Provisions unless specifically listed below:

a. Dairy products may be delivered in non-refrigerated containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. When a refrigerated unit is not used, the dairy products shall be packed in special containers that hold multiple units of product (bi-wall/tri-wall boxes), with dry ice based on the product weight to maintain internal temperature of 41°F (5°C). The special container shall be packed to allow air circulation within. Dairy products shall be given the highest priority for loading/off-loading upon receipt.

b. FF&V may be delivered in unrefrigerated containers in the most expeditious manner to ensure the least amount of exposure to high temperatures.

c. Miscellaneous frozen products may be delivered in non-freezer containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. Frozen items shall be packed with dry ice based on the product weight to maintain frozen state. The special container shall be packed to allow air circulation within. Although slight temperature deviations may occur, proper packaging and sufficient quantities of dry ice shall preclude excessive temperature deviations and thawing. Any item showing sign of thawing shall be rejected.

2. Although special considerations are authorized in anchorage deliveries, no exceptions have been authorized or shall be accepted for reduced sanitary standards, including the sanitation of the vehicles, boats, and shipping containers. The reuse of containers to transport products with dry ice is authorized as long as the container is sanitary and serviceable.

3. No deviations to these Quality Assurance Provisions are authorized without prior written approval from the Contracting Officer and U.S. Army Veterinary Representative. Deviations shall be granted prior to quotes being accepted and only for the particular delivery in question.

APPENDIX A, PERISHABLE FOODS, TO ATTACHMENT 9 (QA PROVISIONS)

The following are requirements that apply to this contract:

PERISHABLE SUBSISTENCE COMPATABILITY GROUPS
(Extracted From DLAM 4145.12/ TM 38-400, April 1994)

Group 1

Temperature: 32° to 34°F (1° to 1°C).
Relative humidity: 90 to 95 percent.
Atmosphere: Normally used on berries and cherries only -10 to 20 percent CO_2.
Ice: Never in contact with commodity.

Note: Most members of this group not compatible with Group 6a or 6b because ethylene production by Group 1 can be high, and thus harmful to members of Group 6a or 6b.

Apples (except those varieties listed in Group 3)
Apricots
Berries (except cranberries) Cherries.
Figs (not with apples, danger of odor transfer to figs; also see Group 6a)
Grapes (not fumigated with surfer dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages).
Peaches
Pears
Persimmons Plums and Pomegranates
Quinces

Group 2

Temperature: 55° to 65°F(13° to 18°C)
Relative humidity: 85 to 95 percent.
Ice: Never in contact with commodity.
Avocados
Bananas
Eggplant {also see Group 5)
Grapefruit [1]
Guava
Limes
Mangoes
Muskmelons, other than cantaloupes
Casaba
Crenshaw
Honey Dew
Persian
Olive, fresh
Papayas
Pineapples {not with avocados, danger of avocados' odor absorption)
Tomatoes, green
Tomatoes, pink {also see Group 4)
Watermelons (also see Group 4 and 5)

Group 3

Temperature: 36° to 41°F (2°to 5°C).
Relative humidity: 90 to 95 percent: cantaloupes about 95 percent.
Ice: In contact with cantaloupes.
Apples (Grimes Golden and Jonathan (both, certain areas), Yellow Newton (California) and Mclntosh
Cantaloupes
Cranberries
Lemons [1] (use 50 to 55°F for more than a month)
Lychees (also see Group 4)
Oranges 1(Florida or Texas)
Tangerines

Group 4

Temperature: 40° to 45°F (4° to 7°C): beans 38° to 42°F (3° to 6°C).
Relative humidi1y: About 95 percent
Ice: Never in contact with commodity.
Beans snap
Lychees (also see Group 3)
Okra
Oranges [1] (California or Arizona)
Pepper; green (not with beans)
Pepper, red (if with green peppers, temperature adjusted toward top of range)
Squash, summer
Tomatoes, pink (also see Group 2)
Watermelons (also see Groups 2 and 5)

Group 5

Temperature: 50° to 55°F (10° to 13°C): ginger not below 55°F.
Relative humidity: 85 to 90 percent.
Ice: Never in contact with commodity.
Cucumbers
Eggplant (also see Group 2)
Ginger (not with eggplant, also see Group 7)
Potatoes (late crop)
Pumpkin and Squashes, winter
Watermelon (temperature adjusted for other members of the group; also see Groups 2 and 4),

Group 6a

This group, except for figs, grapes and mushrooms, is compatible with Group 6b
Temperature: 32° to34°F (0° to 1°C)
Relative humidity: 95 to 100 percent.
Ice: Never in contact with asparagus, figs, grapes, and mushrooms
Artichokes
Asparagus
Beefs, red
Endive and escarole
Figs (also see Group 1)
Grapes (not furnished with sulfur dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages)
Greens
Leek (not with figs or grapes)

Lettuce
Mushrooms
Parsley
Parsnips
Peas
Rhubarb
Salsity
Spinach
Sweet Corn
Watercress

Group 6b

This group is compatible with Group 6a, except for figs, grapes and mushrooms.
Temperature: 13°to 13°F (0° to l°C)
Relative humidity: 95 to 100 percent
Ice: Contact acceptable for all
Broccoli
Brussels sprouts
Cabbage
Cauliflower
Celeriac
Celery
Horseradish Kohlrabi
Onions green (not with rhubarb. Figs, or grapes; probably not with mushrooms or sweet corn)
Radishes
Rutabagas
Turnips

Group 7

Temperature: 5° to 65°F (13° to 18°C)
Relative humidity: 85 to 90 percent.
Ice: never In contact with commodity.
Ginger (also see Group 5)
Potatoes, early crop (temperatures adjusted for others)
Sweet Potatoes

Group 8

Temperature: 32°to 34°F (0° to 13°C)
Relative humidity: 65 to 70 percent.
Ice: never in contact with commodity.
Garlic
Onions dry

[1] Citrus fruits -Biphenyl fungicide may impart off odors to other commodities

The above information was extracted from Lipton, W.J. and J. M. Harvey, Compatibility of Fruits and Vegetables During Transport in Mixed loads, US Department of Agriculture Research Service, ARS51- 48 (September 1972).

Appendix B - CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD

Microbiological criteria for dairy products[1,2]

Product(s)	Standard Plate Count (SPC) (See notes 3&4)	Coliform count (See note 4)	combined yeast and mold count (See note 4)	Preliminary incubation count (See note 5)
Aseptically processed and packaged Milk and milk products	0 per ml (See notes 6&7)		0 per ml (See note 6)	0 per ml (See note 6)
Buttermilk and acidophilus milk		10 per gram		
Cottage cheese		10 per gram		10 per gram
Cream, sour cultured		10 per gram		10 per gram
Grade A pasteurized milk and milk products	20,000 per ml		10 per ml	200,000 per ml
Ice cream products, flavored, fruit and / or nuts	50,000 per gram		20 per gram	
Ice cream products, vanilla and plain flavored	50,000 per gram		10 per gram	
Frozen dessert mix:				
Vanilla flavor	50,000 per gram		10 per gram	10 per gram
other flavors	50,000 per gram		20 per gram	10 per gram
Yogurt, chilled		10 per gram		
Yogurt, frozen, plain		10 per gram		
Yogurt, frozen, flavored		20 per gram		
Yogurt, soft serve mix		10 per gram		

Notes:

1. Phosphates as specified in the PMO.
2. Products shall be free of antibiotic or pesticide residues or below the action levels established for such residues by the applicable Federal Regulatory Agency. Antibiotic residue testing shall be by the method described in the PMO. Examinations and test to detect adulterants, including pesticides, shall be conducted by methods recognized by the applicable Federal regulatory agency.
3. Not applicable to cultured products.
4. All counts are maximum allowed standards.
5. Samples must be received within 72 hrs of pasteurization. Preliminary incubation test is used as a determination of keeping quality.
6. Nonconformance's will be considered an imminent health hazard.
7. Either aerobic or anaerobic SPC.

Microbiological criteria for Environmental Swabs[1,2]

	Aerobic Plate Count (APC)	Coliform Count	
ATP (RLU) Counts			
Environmental swab	100 per 50 sq cm	10 per 50 sq cm	See Note 3

Notes:
1. Microbiological counts can be used as an index for evaluating the sanitation status of processing equipment and the facility.
2. All counts are maximum recommended limits.
3. Relative Light Units (RLU) are directly correlated to log cfu/sq cm . RLU maximum tolerances are dependent upon the manufacturer of the ATP bioluminescence reader. Follow manufacturer's instructions for RLU limits.

Microbiological criteria for Fish, fresh or frozen, including shellfish		
Counts[4]	m	M
Aerobic Plate Count (APC)	5,000 per gram	1,000,000 per gram
E. coli	10 per gram	500 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Vibrio parahaemolyticus [1]	10 per gram	100 per gram
Vibrio vulnificus[2,3]	Zero (0) Tolerance	
Salmonella[2]	Zero (0) Tolerance	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Used for oysters and fish designed to be consumed raw.
2. No viable pathogen in a 25 gram sample.
3. Limit is established as non-detectable depending on method used and detection limit.
4. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Fruit Juice, Fresh or Frozen				
	Standard Plate Count (SPC) [3]		Coliform count	Combined Yeast and Mold count
Product(s)	m	M		
Aseptically processed juice[1]	0		0	0
Pasteurized Juice[2]		20,000 per ml	20 per ml	200 per ml
Non-Pasteurized Juice[4]	50,000 per ml	100,000 per ml		

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. Must be labeled as aseptically processed and process must be verified.
2. Must be labeled as pasteurized.
3. Plate count limits for juices, except for aseptically processed juice, are used as a quality indicator and may assist in determining keeping quality and/or shelf life.
4. Non-pasteurized juice is not approved for US Armed Forces Procurement.

Microbiological criteria for Kimchee [1,3,4]		
Counts [9]	m	M
Coliform (MPN)	10 per gram	
Clostridium perfringens	100 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Pseudomonas ssp [7]	200 per gram	
Streptococcus ssp [7]	10 per gram	
Listeria monocytogenes[8]	0	
Salmonella ssp[2,8]	0	
Vibrio ssp[5,8]	0	
Salt %	$\geq$ 2.5/wt	$\leq$ 3.5/wt
pH	$\geq$ 4.2	$\leq$ 4.7
Polygalacturonase [6]	Negative	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Products containing monosodium glutamate (MSG), nuts or nut oils must be labeled appropriately to reflect potential allergenic contents.
2. Only for varieties containing meat or poultry, sprouts, watercress or melon.
3. Varieties of Kimchee include, but are not limited to: Vegetables: winter, spring, cucumber, wrapped, Yolma, Chang, radish (Nabak), white (Pak), western-cabbage, pony-tail radish (Chonggak), eggplant, green onion, pumpkin, spinach, leek, green pepper; Chanachi: radish, green pepper, cucumber, garlic cabbage; Kaktagi: radish, radish and oyster Kaktuki; Tong Chimi;: radish tongchimi; Shikhae: chicken, andong, Alaskan Pollock shikhae.
4. All Kimchee products must be delivered and stored refrigerated with a definitive shelf life marked on each container.
5. Only for varieties containing fish or seafood ingredients.
6. Polyglacturonase activity is an indicator of overripening and spoilage, inferring the possible presence of Bacillus subtilus, Saccaromyces fragilis, Candida pseudotropicalis, Oospora lactis, Asperfillus ssp., and Penicillium ssp.
7. Excessive acidification may be due to high counts of these organisms; this is an indicator of very poor quality product.
8. Zero tolerance pathogens.
9. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Retail Ground Beef, Beef Trimmings, Ground Pork , Poultry (Chilled or Frozen)

Counts	m	M
Aerobic Plate Count (APC)	100,000 per gram	1,000,000 per gram
Fecal Coliform	50 per gram	500 per gram
Total coliform	100 per gram	1,000 per gram
E. coli	10 per gram	< 110 per gram
Coagulase Positive Staph	<100 per gram	500 per gram
Salmonella species	Zero (0) Tolerance[1]	
E.coli O157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.

Microbiological limits for Sandwiches, Prepared Salads and Spreads, Bagged Salad, and Cut Vegetables [4]		
Counts[3]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli most probable number (MPN)	3 per gram[2]	10 per gram
Coliform (fecal)	10 per gram	100 per gram
Yeast and mold count	200 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Campylobacter jejuni	Zero (0) Tolerance[1]	
Salmonella species	Zero (0) Tolerance[1]	
Listeria moncytogenes	Zero (0) Tolerance[1]	
E. coli 0157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that "M" are of marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. No viable pathogen in a 25 gram sample.
2. ≤ 10 per gram if using 3M Petri Film for E. coli counting.
3. Products may not be examined for all microbial characteristics as listed above. Contact laboratory if specific tests are required.
4. Tuna, chicken, ham and egg salads are tested the same, regardless whether on bread or submitted in tubs, buckets or other retail containers.

Microbiological criteria for Soft Serve Ice (cream) Milk and Soft Serve Yogurt at the retail/user level[2]		
Counts	m	M
Standard plat count [1]	50,000 per gram	250,000 per gram
Coliform	10 per gram	100 per gram
Combined Yeast & Mold		100 per gram

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
Standard Plate Count (SPC) does not apply to yogurt products.
Soft serve and Yogurt machines.

Microbiological limits for Tofu			
Counts[2]		m	M
Aerobic plate count (APC)		100,000 per gram	1,000,000 per gram coli (MPN)
<3 per gram	10 per gram		
Staphylococcus aureus		100 per gram	1000 per gram
Salmonella species[1]		Zero (0) Tolerance[1]	
Listeria moncytogenes[1]		Zero (0) Tolerance[1]	
Yersinia entercoliticus[1]		Zero (0) Tolerance[1]	

Legend:
m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. Products may not be examined for all microbial characteristics as listed above.

Microbiological and Chemical criteria for Bottled Water[1] and Vending Machine Water[2] and Ice		
Counts	m	M
Coliform	0 per 100 ml	
Coliform (bottled water)	0 per 250ml	
Heterotrophic Plate Count [5]	1000 per ml	100,000 per ml
Pseudomonas aeruginosa	Zero (0) Tolerance	
Flouride[2]		
Arsenic[2]		
Trihalomethanes[2]		
Chlorine[2]		
Dissolved Solids[4]		

Silver [3]	None Detectable

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Bottled water is tested IAW the specific limits set forth by the Code of Federal Regulations (CFR) and current Environmental Protection Agency (EPA) regulations.
2. Vending machine water requirements are from the Association of Food and Drug Officials Model Code, 1997; Ice standards are derived from the International Packaged Ice Association. These are the minimum tests required for Vending Machine water.
3. Current published regulatory limits apply.
4. Only those machines utilizing silver impregnated carbon filters. Dissolved solids measurements are for vending machines labeled "Purified".
5. Ice and water derived from well water or surface water sources marketed at retail have higher allowable HPC limits. See current guidelines established in the CFR.

Microbiological criteria for Retail/User level Pre-packaged Deli and RTE Products[4]

Product(s)	APC[3]	Listeria spp.[2]	Salmonella[2]	Coliform[2]	E.Coli O157:H7
Luncheon Meats, frankfurters, Beef, poultry & pork		Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance
Cheese, soft and hard		Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Pasteurized, liquid, frozen or Dried egg		Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Pizza topping (meat & cheese)		Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Dried meats sticks, jerky [1]		Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance

Notes:
1. Yeast and mold combined count should not exceed 100 /g.
2. No viable pathogen in a 25 gram sample. All counts are maximum allowable limits.
3. See Table Below for APC values in RTE Products.
4. Includes all like type/style products not otherwise listed.

Additional Microbiological limits for Commercial (Food Court Style) RTE Products[2,4]

Counts	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli (MPN)	3 per gram [3]	10 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
E. coli 0157:H7[1]	Zero (0) Tolerance[1]	

Campylobacter jejuni	Zero (0) Tolerance[1]

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. This table is primarily designed for hot food lines.
3. ≤ 10 per gram if using 3M Petri Film for E. coli counting.
4. Products may not be examined for all microbial characteristics when submitted. These values are primarily used when conducting food borne illness investigations and overall quality characteristics.

PART VI - Summary of Directory Listing Requirements

Federal Supply Class (*Note 1)	Listing Required	Listing Not Required
8905 (*Notes 2, 3)	All fish, meat, poultry, and shellfish, including: Buffalo meat. Fish, canned. Fish, fresh or fresh smoked, modified atmospheric packaged. Fish, fresh or frozen, packaged. Herring, pickled. Quail. Rabbits. Salmon, smoked. Squid.	Crabs, live. Crawfish, live. Fish, fresh or frozen, whole and/or eviscerated, head on or off, unscaled, unpackaged. Lobster, live. Shrimp, fresh or frozen, whole or head off.
8910 (*Notes 4, 5)	All dairy foods and eggs, including: Cream, sterilized. Creamer, coffee, dairy. Dairy soft serve mixes. Desserts/puddings, frozen. Egg nog, canned. Egg substitutes. Italian ices. Topping, real cream. Yogurt, fresh or frozen.	Chocolate drink mix, non-dairy. Powdered dairy mixes. Toppings, non-dairy.
8915 (*Note 7, 8)	All pre-cut pre-packaged minimum processed fresh fruits and vegetables. Kimchee. Mushrooms, whole and sliced. Salads, non-meat, with or without dressing (not USDA listed). Vegetable sprouts. Fruit juices and nectars, refrigerated.	All unprocessed fruits and vegetables. Olives. Fruit juices and nectars, shelf stable or frozen concentrate.
8920 (*Notes 6, 9)	Bakery and cereal products (baked and unbaked, fresh and frozen), specifically: Croissants. Doughnuts Egg roll wrappers. Flour and corn tortillas. Wet pasta (noodles). Pastries.	All other bakery products, including: Bagels. Batter mix, dry. Biscuits, canned. Breads, rolls, and buns. Cake mix, dry. Cakes, unfilled. Cookie mix, chilled or dry.

	Pies.	Cookies, unfilled.
	Soft pretzels.	Crackers.
	Won ton wrappers.	Cupcakes, unfilled.
	Filled bakery items.	Dough, frozen or chilled.
		Dumplings, frozen.
		English muffins.
		Flour.
		Fruitcakes.
		Melba toast.
		Muffins
		Pancake batter, frozen.
		Pancake/waffle mix.
		Pasta, dry (noodles).
		Pizza crust.
		Taco shells.
		Toaster pastries.
		Pie crusts, unfilled.
		Waffles, frozen.
8925		All confectionery, nuts, and sugars.
8930		All jams, jellies, and preserves.
8935		Bouillon and soups.
8940 (*Notes 2, 3, 4, 5, 10)	Dietary foods and specialty preparations, specifically:	All other dietary and specialty preparations, including:
	Fish, meat, poultry, dairy, egg, and shellfish products.	Baby formula, canned.
	Pickled eggs.	Chips, nacho or potato.
	Frozen dinners.	Creamer, coffee, imitation (non-dairy).
	Pudding novelties, frozen or chilled.	
	Tofu.	Dips.
		Nacho cheese, canned.
		Nutri-why.
		Popcorn.
		Puddings, canned.
8945		Fats and food oils, including margarine
8950		All condiments and related products, including:
		Salad dressings.
		Mexican salsa)
8955		All cocoa, coffee, and tea.
8960	Beverages, nonalcoholic; specifically:	All other nonalcoholic beverages, including:
	Ice.	
	Bottled water.	Dry ice.
		Fruit drink mix containing no fruit juices.
8965		Non-MRE beverages, alcoholic.
8970 (*Note 2)	MRE food composite packages	Non-MRE composite food packages.
8975		All tobacco products.

*Notes:

1. For complete item listing within each class of the 8900 (subsistence) Federal Supply Class (FSC) Group, refer to Federal Supply Catalog C8900-SL, Stock List--FSC Group 89 Subsistence.
2. Meat and poultry establishments listed in the *USDA Meat and Poultry Inspection Directory* may serve as sources of meat and poultry items as indicated. These products must bear the USDA shield and applicable establishment

number. USDA listed establishments processing products not subject to meat or poultry inspection acts must also be Directory listed for those items.

3. Directory listing is not required for establishments on the Interstate Certified Shellfish Shippers List (ICSSL). Fish, fresh or fresh smoked, modified atmospheric packaged (when distributed in a chill state) must be Packed Under Federal Inspection (PUFI) by the USDC or listed specifically in this Directory. Establishments supplying other fish products must be Directory listed unless listed by the United States Department of Commerce (USDC) in the *USDC Approved List of Fish Establishments and Products*.
4. Directory listing is not required for shell egg sources listed in the *Directory of Grading Offices and Plants Operating Under USDA Poultry and Egg Grading Programs*. Establishments listed in the *USDA Meat and Poultry Inspection Directory* for dried or liquid/frozen egg products may serve as sources for those products, as coded.
5. Establishments having a pasteurized milk compliance rating of 90 percent or higher, certified by a State milk sanitation officer, and listed in the *Sanitation Compliance and Enforcement Rating of Interstate Milk Shippers (IMS) List* may serve as sources of milk and milk products, as listed. Listing in this Directory is mandatory to serve as a source of other milk and milk products and/or frozen dessert items. Establishments listed in the *Dairy Plants Surveyed and Approved for USDA Grading Service* may serve as sources of manufactured or processed dairy products as listed by product code. Those operations denoted with "P" codes (packaging and processing) must be Directory listed when providing ungraded manufactured or processed dairy products.
6. Directory listing is not normally required for semiperishable and nonanimal origin ingredient sources for items such as ready-to-eat bakery products and ice cream.
7. Establishments processing ready-to-eat, chilled, and prepared non-meat salads (such as potato, egg, tuna, chicken, turkey, ham, bean, macaroni, or cole slaw) must be Directory listed.
8. Only pasteurized juices are authorized for purchase by the DOD.
9. Directory listing for natural and artificial cream or fruit filled pie crusts, cakes, and cookies is not required if the finished item will not support pathogenic microbial growth.
10. Establishments producing finished products containing less than 3 percent by weight components of animal origin may be exempted from Directory listing by the command publishing this Directory.

ATTACHMENT 10

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Husbanding Services

for

Philippines

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QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance-based Performance Work Statement (PWS). This performance-based plan sets forth the procedures and guidelines the U.S. Fleet & Industrial Supply Center, Det Singapore will use in evaluating contractor performance under the contract including but not limited to evaluating pre-arrival estimate and port visit cost reporting of the husbanding service contractor.

1.1 PURPOSE

1.1.1. The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the pre-arrival estimate and port visit cost reporting performance standards identified in the PWS.

1.1.2 This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

1.2 PERFORMANCE MANAGEMENT APPROACH

1.2.1 The performance-based PWS structures the acquisition around "what" service is required as opposed to "how" the contractor should perform the work. This QASP will define the performance management approach taken by the Contracting Officer to monitor, manage, and take appropriate action on the contractor's performance against expected outcomes or performance objectives communicated in the PWS. Performance management rests upon developing a capability to review and analyze information generated through performance metrics. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management. The data generated in a performance management approach provides information that indicates whether or not expected outcomes for required services are being achieved adequately by the contractor.

1.2.2 Performance management also represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether or not outcomes are being achieved and migrates away from scrutiny on compliance with the processes and practices used to achieve the outcome. The only exceptions to process reviews are those required by law and compelling business situations such as safety and health. An outcome focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved at the desired levels of performance.

1.3 PERFORMANCE MANAGEMENT STRATEGY

1.3.1 The contractor will establish policies and procedures for self inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The contractor will develop and implement a performance management system with the capability to assess and report their performance to the Contracting Officer.

1.3.2 The Contracting Officer will monitor contractor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The Government will make decisions based on performance measurement metric data and notify the contractor of those

decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

2.0 ROLES AND RESPONSIBILITIES

2.1. The Contracting Officer (CO) is responsible for monitoring contract compliance, performing contract administration, and the resolution of any differences between the observations documented by the requiring activity, and the contractor's performance. The CO is responsible for monitoring the contractor's quality assurance program through the QASP (See below)

2.2 The Authorized Government Representatives (e.g., Ship SUPPO) identified in the contract is responsible for monitoring, assessing, and communicating the technical performance of the contractor and assisting the contractor. Government surveillance may occur under authority of the Inspection/Acceptance paragraph of clause 52.212-4, Contract Terms and Conditions – Commercial Items, for any supply or service relating to the contract.

2.3 The contracting officer's representative will be identified to the contractor at the time an order is issued. The CO will also have the responsibility for completing QA monitoring forms (refer to Attachments 10b and 10c) used to document the evaluation of the contractor's reporting and price performance.

3.0 IDENTIFICATION OF SERVICES TO BE PERFORMED
The contractor shall provide husbanding service support in accordance with the PWS

4.0 METHODOLOGIES TO MONITOR PERFORMANCE

4.1 In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate contractor performance. The primary methods of surveillance are random checks, observations, inspections, complaints and review of those records and files that are required to be maintained and delivered under the PWS. The Contracting Officer may also use reports and self-assessments from the contractor and input from the requiring activity as sources of comments on the contractor's performance.

4.2 The contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of professional communication between employees and customers is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints. Performance management drives the contractor to be customer focused through initially addressing customer complaints and investigating the issues and/or problems.

NOTE: The customer always has the option to communicate complaints to the Contracting Officer as opposed to the contractor. The Contracting Officer will accept the customer complaints and will investigate using the Quality Assurance Monitoring Form – Customer Complaint Investigation identified in Attachment 10c.

4.3 The acceptable quality levels (AQL) located in Attachment 10a, Performance Requirements Summary Table, for contractor performance are structured to allow the contractor to manage how the work is performed while providing negative incentives for performance shortfalls. The Government will evaluate the total number of ship visits on a quarterly basis to determine if the contractor has met the goals assigned in the QASP.

5.0 QUALITY ASSURANCE REPORTING

5.1 The performance management feedback loop begins with the communication of expected outcomes from the pre-arrival cost estimate, which is substantiated by the customer and contractor prior to the submission of the final invoices, finally communicated to the contracting officer via the customer service survey form and LOGSSR Reporting Data.

5.2 The Government's QA monitoring, accomplished by the CO, will be reported using the monitoring forms in Attachments 10b and 10c. The forms, when completed, will communicate the customer and COR evaluation of the contractor's performance to the contracting officer.

5.2.1 The CO will retain a copy of all completed QA monitoring forms.

6.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

6.1 The Government shall use the observation methods cited in this QASP to determine whether the AQLs have been met. The Government will evaluate the results which then may be translated into the specific negative incentives (See Attachment 10a) should performance not meet the AQL's.

6.2 The CO will randomly select port visits to evaluate to analyze contractor performance. Within 30 days following the end of each selected order's performance period, the CO will prepare a written report summarizing the overall results of the quality assurance monitoring of the contractor's performance. This written report which consists of the contractor's submittals and the completed Quality Assurance Monitoring Forms (Attachment 10b and 10c) will become part of the QA documentation.

6.3 The CO may require the contractor's project manager, or a designated alternate, to meet with the Government personnel as deemed necessary to discuss performance evaluation. The CO will define a frequency of in-depth reviews with the contractor. However, if the need arises, the contractor will meet with the CO as often as required or per the contractor's request. The agenda of the reviews may discuss:
Performance measured by the metrics and trends
Issues and concerns of both parties
Recommendations made by the CO based on contractor information
Issues arising from independent reviews and inspections

6.4 The CO and contractor should jointly formulate tactical and long–term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the CO.

7.0. FAILURE TO PERFORM

7.1 The contractor may receive deductions and negative past performance ratings or even termination based on failure to perform. The following criteria apply for determining appropriate action:

1. **Notifications**. Consistent with FAR Part 12, the CO shall notify the service provider of failure to meet standards through QA monitoring forms, cure notices, or show cause notices and shall inform the service provider manager or designated alternate of such notices.
2. **Deductions**. The Government has the right to deduct a specified fee for failure to meet performance standards. The amount is identified in the Performance Requirements Summary (PRS) of Attachment 5a.
3. **Termination**. If the CO determines that the contractor has failed to perform to the extent that a termination for cause is justified, the CO shall issue a notice of termination, consistent with FAR Part 12.

ATTACHMENT 10a

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Required Service	Performance Standards	Acceptable Quality Levels	Method Of Surveillance	Incentive (Negative) (Impact on Contractor Payments)
Port Visit Cost Reporting	Submit pre-arrival cost estimate to ship and Contracting Officer within 48 hours after receipt of LOGREQ (PWS Paragraph 3.15)	95%	E-mails receipts, files review, quarterly, random, observations, complaints	Contractor may be required to provide consideration, based on damage to the Government, for failing to meet the AQL.
	Submit final LogSSR cost reports to the NAVSUP LogSSR email address and the Contracting Officer within seven (7) days of each ship's departure (PWS Paragraph 3.15)	95%	E-mail receipts, files review, quarterly, random, complaints	Contractor may be required to provide consideration, based on damage to the Government, for failing to meet the AQL.
	LogSSR submittals are accurate and complete	95%	Files review, periodic, quarterly, random, observations, complaints	Contractor may be required to provide consideration, based on damage to the Government, for failing to meet the AQL.

ATTACHMENT 10b

QUALITY ASSURANCE MONITORING FORM

SERVICE or STANDARD:
_____
_____
_____

SURVEY PERIOD: _____

SHIP VISIT:

SHIP NAME: _____

SHIP VISIT PERIOD: _____

CONTRACTOR LOGREQ RECEIPT DATE: _____

PRE-ARRIVAL COST ESTIMATE SUBMITAL DATE: _____

Within 48 Hours after receipt of LOGREQ _____

More than 48 hours after receipt of LOGREQ _____

LOGSSR COST REPORT RECEIPT DATE: _____

Within 7 days of ship departure _____

After 7 days of ship departure _____

PERCENTAGE OF ITEMS SAMPLED DURING SURVEY PERIOD: _____ %

SERVICE PROVIDER'S PERFORMANCE: ____ Meets Standards

____ Does Not Meet Standards

NARRATIVE OF PERFORMANCE DURING SURVEY PERIOD:
_____
_____
_____
_____

PREPARED BY: _____ **DATE:** _____

* CHECK WHERE APPLICABLE

ATTACHMENT 10c

QUALITY ASSURANCE MONITORING FORM – CUSTOMER COMPLAINT INVESTIGATION

SERVICE or STANDARD:

_____
_____
_____

SURVEY PERIOD: _____

DATE/TIME COMPLAINT RECEIVED: _____ _____ AM / PM

SOURCE OF COMPLAINT: _____ (NAME)

_____ (ORGANIZATION)

_____ (PHONE NUMBER)

_____ (EMAIL ADDRESS)

NATURE OF COMPLAINT:

_____
_____
_____
_____

RESULTS OF COMPLAINT INVESTIGATION:

_____
_____
_____
_____

DATE/TIME SERVICE PROVIDER INFORMED OF COMPLAINT: _____ _____ AM / PM

CORRECTIVE ACTION TAKEN BY SERVICE PROVIDER:

_____
_____
_____
_____
____

RECEIVED AND VALIDATED BY: _____

PREPARED BY: _____ **DATE:** _____

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 8

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	05-Apr-2011	N4034510RCSG0016	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-10-D-0006
	X	10B. DATED (SEE ITEM 13) 27-Aug-2010
CODE QB341	FACILITY CODE QB341	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: nyssnk011113447

1. The purpose of this modification is to incorporate SUBGROUP 7 authorized ordering officers under this contract.
2. See Section "OVERVIEW OF CONTRACT" paragraph 13.1 highlighted in yellow.
3. As a result of this change there is no change in the amount of the contract.
4. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 04-Apr-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

OVERVIEW OF CONTRACT

1. OBJECTIVE - The objective of this contract is to obtain husbanding services for U.S. Navy Ships visiting ports identified in the lots at Exhibit A.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) as further defined at paragraph 2.2 below. It is to provide services and supplies that are required by the ships while they are in port.

2.2. The individual HS items provided under this contract are listed in Exhibit A, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).
2.3. The holder of this contract is a US Navy Contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price IDIQ contract. The HS Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services.

3.1. MINIMUM AND MAXIMUM QUANTITIES - The contract minimum quantity referred to in paragraph (b) of the FAR 52.216-22 Clause entitled “Indefinite Quantity” of this contract, is $50,000.00 of orders. The minimum guarantee applies to the base year period only. The maximum quantity is $3,000,000 of orders per year.

4. DURATION OF CONTRACT - This contract is for a period of twelve (12) months and also includes FAR52.217-8 OPTION TO EXTEND SERVICES clause. If the six (6) month extension of performance of services is exercised under FAR 52.217-8, the maximum duration of this contract is 18 months.

5. CONTRACT USERS - Authorized Users - U.S. Navy ships visiting locations covered under this contract are authorized to use this contract for husbanding supplies and services listed on Exhibit A. For purposes of this paragraph, a U.S. Navy ship is any naval vessel, craft, ship, or service craft included within the scope of subparagraphs 2 and 4 of Article 0406, United States Navy Regulations, 1990. Other Authorized Users are Military Sealift Command ships (USNS), U.S. Coast Guard (USCG) ships, U.S. Army ships, U.S. Government personnel conducting business related to a ship visit in locations under this contract and Department of Defense (DoD) Chartered ships.

6. MULTIPLE SHIP VISITS - The HS Contractor is required to be able to simultaneously Husband eight (8) ships at one time among the ports identified in the lots at Exhibit A.

7. ESTIMATED QUANTITIES - The number of ship visits and required services or supplies found in the schedule are only estimates. There is no guarantee that the government will meet or exceed the estimates. The ship is not obligated to use all items in The Schedule.

8. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or if the port-provided supplies and services are less expensive than similar services provided by the HS Contractor or its subcontractors, or finally provide it themselves to include subcontractors. The HS Contractor, as part of its understanding of the requirement, is expected to understand and be familiar with items that are available through HN and Port Authorities.

9. LONG TERM SHIP VISITS

9.1. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The HS Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit.

10. UNIQUE/PARTICULAR SITUATIONS:

10.1. Frequent ship visits to ports: If a ship returns to a port within three (3) days (i.e. prior to the fourth calendar day), the Management Services fees for the return visit will be charged at the subsequent day rate. (example: If the ship departs Friday and comes back before Tuesday, it will be charged Management Service fees at the subsequent days rate during the return visit that begins prior to Tuesday. If the ship comes back on Tuesday, the Management Services will be charged at the first day rate for Tuesday, followed by the subsequent days' rate for the following days.)

10.2. If a ship comes into port and does not request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged Management Service fees at the first or subsequent days' rates, subject to the conditions in paragraph 10.2.1 and subject to the discussion at paragraph 20 below about ordering Management Services.

10.3. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HS Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong SAR and Singapore.

11. SHIPYARDS - U.S. Navy Ships in shipyards at locations covered by this contract may order supplies and services from this contract without the requirement to also order Management Services.

12. OTHER PERSONNEL - Other U.S. personnel (e.g. Logistics Support Teams, advance force protection teams)conducting business in support of a specific ship visit at locations covered by this contract may order off of the contract without incurring Management Service Fees. These orders do not involve continuous management of husbanding services and maybe for items such as vehicles, phones or other services.

13. ORDERING

13.1. Ordering Items on Contract: Only Authorized Government Representatives (AGR) can place orders against this contract. AGRs for this contract are:

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any FISC Yokosuka (including Sites/Detachments) warranted KO.
- Military Sealift Command Officers designated in writing as ordering officers.
- Orders may be issued orally, by facsimile or by e-mail.
- SUBGROUP SEVEN Authorized Ordering Officers

13.2. Advance Notice Period for Orders: The HS Contractor shall deliver the supplies and services listed on Exhibit A in accordance with the time and date set by the order so long as the order is issued by an AGR at least 48 hours prior to the required delivery date and time.

13.3. Substitutions: Substitution of ordered CLIN shall not be allowed unless authorized and accepted in writing by the AGR and requiring activity. If accepted by the AGR or requiring vessel, substituted CLINs shall only be charged at a rate not to exceed that of the originally ordered CLIN. An example would be if a 20-passenger bus was

ordered, but was not available and the HS Contractor substituted two, 10 passenger-vans. The HS Contractor shall charge a rate for the 10 passenger vans that does not exceed the rate for the one 20-passenger bus.

13.4. Cancellation of Orders:

13.4.1. Unless otherwise provided herein, in the event an order, or any portion of an order, is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. If several deliveries are required to satisfy an order or portion of an order, i.e., garbage pick-up and disposal on each of five days, then the 48-hour notice period shall be computed from each of the required delivery dates. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled "Termination for the Government's Convenience (FAR 52.212-4)", of the clause entitled "CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS."

13.4.2. In rare cases, when ordering items requires long lead times, the Government may apply the Termination for the Government's Convenience clause as referenced above even though an order was cancelled prior to 48 hours before a required delivery.

13.4.3. In every case, the HS Contractor is responsible for taking all necessary steps to mitigate the U.S. Government's damages or termination costs. As part of its mitigation, the Government reasonably expects that the HS Contractor shall consider these cancellation rights as it enters into agreements with its subcontractors and suppliers.

14. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English. All electronic communication between visiting vessels and the HS Contractor shall be copied to the FISC Detachment Singapore and Logistic Support Representative.

15. STANDARDS FOR PROFESSIONAL SERVICES

15.1. The HS Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning cost and performance issues throughout the locations covered by this Contract.

15.2. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

15.2.1. The performance standards are explained in the Quality Assurance Surveillance Plan (QASP) – See Attachment 9.

15.3. The HS Contractor shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

15.4. The HS Contractor shall ensure that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

15.5. The HS Contractor shall ensure that subcontractors comply with these requirements.

16. HEIGHTENED VIGILANCE

16.1. The HS Contractor shall be alert at all times in order to contribute to the protection of the ship and its crew. The HS Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The HS Contractor shall report any such activity perceived outside the site of performance, if

such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

16.2. The HS Contractor shall fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the HS Contractor shall identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the HS Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The HS Contractor shall arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

17. EQUIPMENT - All vehicles, watercraft, and equipment provided must be in sound mechanical condition, be in compliance with local laws and specifications, meet all local safety standards, and have all required current certifications and insurance.

18. GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM) – In the event that the HS Contractor is required to use government equipment, the HS Contractor shall be responsible for all loss or damage to, or the destruction of, Government property in its possession that is reasonably determined to have been caused by its fault. The HS Contractor shall not be responsible for damage due solely to normal wear and tear.

19. CONTRACT PRICING

19.1. Contract Currency - All contract prices are in U.S. Dollars (US$).

19.2. Fixed Price (other than items in which the price is set by a Port Tariff or other controlled price)- Prices are firm-fixed-price per unit and are inclusive of ALL costs, including but not limited to all items identified in paragraph 19.2.1 – 19.2.5

19.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. The following non-exclusive set of costs is included in the unit price: labor performed during normal working hours, overtime for work performed outside normal working hours, weekend hours, holidays, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

19.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

19.2.3. Pre-Positioning / Pre-Staging - All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

19.2.4. Repositioning equipment. All repositioning of equipment when required shall take place only after a price has been agreed upon in advance by the Contractor and an AGR.

19.2.5. All Government taxes are included in the unit cost.

19.3. Port Tariff (PT) or other controlled prices - When the HS Contractor obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list, then the HS Contractor shall be reimbursed for the published price of the item or the price the HS Contractor paid for the supply or service, whichever is less. The HS Contractor shall not be paid an amount in addition to the published price of the item. These items include, but are not limited to fleet landing, pilot, and utilities.

19.4. Time Calculations - Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations or available for required inspections. Travel time to the location of performance shall not be charged. For the purpose of this contract, 1 hour is 60 minutes and 1 day is 24 hours from the start of the service. For example, service provided from 1800 until 1800 the next day is considered 1 (one) day of service. In cases where the ship is scheduled to arrive at a designated time and does not arrive until a later time, services shall be considered available at the time designated in the ordering LOGREQ.

19.5. Demurrage - Demurrage charges shall only be charged if the HS Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but, due to the fault of the government, was not attended to until 1500 hrs when pumping begins. The HS Contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs).

20. Management Services - Husbanding CLINs. If the Government requires any Pre-Arrival Husbanding Duties, as those tasks are further defined in the Management Services CLIN, the Government shall order at least the initial day of Management Services and one subsequent day of Management Services. Payment for these two days of Management Services shall satisfy the Government's payment obligation for any Pre-Arrival Husbanding Duties.

21. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

CHT	Collection, Holding Transfer Sewage Removal and Disposal
CU M	Cubic Meter
DAO	Defense Attaché Officer
DY	Day
EA	Each
GL	Gallon (3.785 Liters)
HR	Hour
IDD	International Direct Dialing
JB	Job
LO	Lot
M	Meter
MIN	Minimum
NSP	Not Separately Priced
OOTW	Operations Other Than War
PAX	Passenger
PK	Package
PT	Port Tariff
QTY	Quantity
TBD	To Be Determined
TP	Trip

22. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any pre-priced supply or service.

- BARGE: Barges are flat-bottomed displacement ships used for carrying or storing cargo, for separation between vessels and other structures, or as a work platform. Barges may or may not be self-propelled

- CALENDAR DAY. A calendar day is defined as the time period beginning at 0000 hr and ending at 2359 hr.

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the LOT of the contract. For example Lot 1 would be 01XX, Lot 2 would be 02XX). The third and fourth digits are the service or supply item number. (For example 0101 is the first item, 0102 is the second item under Lot 1). If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX11 for Force Protection could be divided into XX11AA for Security Guards and XX11AB Tent, and so forth)

- CONTRACTING OFFICER (CO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: 1 day is 24 hours from the start of the service

- Delivery Order (D.O./Task Order): A delivery order is an order for supplies and a task order is an order for services placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge.

- FORCE PROTECTION (FP). Security measures to protect a ship and its crew from dangerous situations such as terrorist actions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL (GFE/GFM): Items fully transferred to the HS Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Host Nation Government tax is a levy on goods and services made in the local country. The tax rate will vary with the location. The U.S. Government is often exempt from host nation Government Taxes. The Government makes no representation as to the extent to which the HS Contractor may be liable for Host Nation Government taxes.

- HOST NATION (HN): The country, which is being visited by the U.S. ship.

- HUSBANDING: To provide all supplies and services required during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other HS Contractors work with the ship, and assisting with requests for Non-Contract items. To the extent practicable, the HS Contractor shall utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION (MOB & DEMOB):

- Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

- Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPARATELY PRICED (NSP): Item that is not separately priced.

- POINT OF CONTACT (POC): A designated individual who is knowledgeable about an issue and is able to answer questions and make decisions concerning the issue.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples may include pilot services, tugs, picket boats, security guards, and potable water.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and is authorized to sign contracts and place orders.

23. HS CONTRACTOR REPRESENTATIVE – The Government shall contact the following HS Contractor person(s) for prompt contract management:

Name of Individual:	Leonard G. Francis
Title of Individual:	Executive Group Chairman, President
Mailing Address:	15D Pandan Road Singapore 609266
Tel No:	(65) 6268-5300
Fax No:	(65) 6262 6689
Mobile:	(65) 978 3155
E-mail address:	leonard@glennmarinegroup.com

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 9

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
A00001	20-Sep-2010	N4034510RCSG0016	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-10-D-0006
	X	10B. DATED (SEE ITEM 13) 27-Aug-2010
CODE QB341	FACILITY CODE QB341	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nysjll011027622

1. This modification is issued to correct administrative errors.
2. All terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACT SPECIALIST TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 20-Sep-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The order period end date 31-Aug-2011 has been added.
The order period start date 01-Sep-2010 has been added.

SUPPLIES OR SERVICES AND PRICES

Global Changes

CLIN 0001 -- CLIN 0002

The MILSTRIP N4034510RCSG0016 has been added.

CLIN 0002

The CLIN extended description has changed from SEE EXHIBIT A LOT 3 AND LOT 4 FOR A COMPLETE LISTING OF ALL CLINS AND SUBCLINS FOR THIS CLIN. THIS OPTION PERIOD SHALL BE FOR 6 MONTHS. ALL PRICES ARE FOB DESTINATION AND SHALL BE IN U.S. DOLLARS. to SEE EXHIBIT A LOT 3 AND LOT 4 FOR A COMPLETE LISTING OF ALL CLINS AND SUBCLINS FOR THIS CLIN. THIS BASE PERIOD SHALL BE FOR 12 MONTHS. ALL PRICES ARE FOB DESTINATION AND SHALL BE IN U.S. DOLLARS..

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2011 TO 29-FEB-2012	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2010 TO 31-AUG-2011	N/A	N/A FOB: Destination	

The following have been modified:

OVERVIEW OF CONTRACT

1. OBJECTIVE - The objective of this contract is to obtain husbanding services for U.S. Navy Ships visiting ports identified in the lots at Exhibit A.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) as further defined at paragraph 2.2 below. It is to provide services and supplies that are required by the ships while they are in port.

2.2. The individual HS items provided under this contract are listed in Exhibit A, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).
2.3. The holder of this contract is a US Navy Contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price IDIQ contract. The HS Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services.

3.1. MINIMUM AND MAXIMUM QUANTITIES - The contract minimum quantity referred to in paragraph (b) of the FAR 52.216-22 Clause entitled "Indefinite Quantity" of this contract, is $50,000.00 of orders. The minimum guarantee applies to the base year period only. The maximum quantity is $3,000,000 of orders per year.

4. DURATION OF CONTRACT - This contract is for a period of twelve (12) months and also includes FAR52.217-8 OPTION TO EXTEND SERVICES clause. If the six (6) month extension of performance of services is exercised under FAR 52.217-8, the maximum duration of this contract is 18 months.

5. CONTRACT USERS - Authorized Users - U.S. Navy ships visiting locations covered under this contract are authorized to use this contract for husbanding supplies and services listed on Exhibit A. For purposes of this paragraph, a U.S. Navy ship is any naval vessel, craft, ship, or service craft included within the scope of subparagraphs 2 and 4 of Article 0406, United States Navy Regulations, 1990. Other Authorized Users are Military Sealift Command ships (USNS), U.S. Coast Guard (USCG) ships, U.S. Army ships, U.S. Government personnel conducting business related to a ship visit in locations under this contract and Department of Defense (DoD) Chartered ships.

6. MULTIPLE SHIP VISITS - The HS Contractor is required to be able to simultaneously Husband eight (8) ships at one time among the ports identified in the lots at Exhibit A.

7. ESTIMATED QUANTITIES - The number of ship visits and required services or supplies found in the schedule are only estimates. There is no guarantee that the government will meet or exceed the estimates. The ship is not obligated to use all items in The Schedule.

8. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or if the port-provided supplies and services are less expensive than similar services provided by the HS Contractor or its subcontractors, or finally provide it themselves to include subcontractors. The HS Contractor, as part of its understanding of the requirement, is expected to understand and be familiar with items that are available through HN and Port Authorities.

9. LONG TERM SHIP VISITS

9.1. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The HS Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit.

10. UNIQUE/PARTICULAR SITUATIONS:

10.1. Frequent ship visits to ports: If a ship returns to a port within three (3) days (i.e. prior to the fourth calendar day), the Management Services fees for the return visit will be charged at the subsequent day rate. (example: If the ship departs Friday and comes back before Tuesday, it will be charged Management Service fees at the subsequent days rate during the return visit that begins prior to Tuesday. If the ship comes back on Tuesday, the Management

Services will be charged at the first day rate for Tuesday, followed by the subsequent days' rate for the following days.)

10.2. If a ship comes into port and does not request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged Management Service fees at the first or subsequent days' rates, subject to the conditions in paragraph 10.2.1 and subject to the discussion at paragraph 20 below about ordering Management Services.

10.3. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HS Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong SAR and Singapore.

11. SHIPYARDS - U.S. Navy Ships in shipyards at locations covered by this contract may order supplies and services from this contract without the requirement to also order Management Services.

12. OTHER PERSONNEL - Other U.S. personnel (e.g. Logistics Support Teams, advance force protection teams)conducting business in support of a specific ship visit at locations covered by this contract may order off of the contract without incurring Management Service Fees. These orders do not involve continuous management of husbanding services and maybe for items such as vehicles, phones or other services.

13. ORDERING

13.1. Ordering Items on Contract: Only Authorized Government Representatives (AGR) can place orders against this contract. AGRs for this contract are:

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any FISC Yokosuka (including Sites/Detachments) warranted KO.
- Military Sealift Command Officers designated in writing as ordering officers.
- Orders may be issued orally, by facsimile or by e-mail.

13.2. Advance Notice Period for Orders: The HS Contractor shall deliver the supplies and services listed on Exhibit A in accordance with the time and date set by the order so long as the order is issued by an AGR at least 48 hours prior to the required delivery date and time.

13.3. Substitutions: Substitution of ordered CLIN shall not be allowed unless authorized and accepted in writing by the AGR and requiring activity. If accepted by the AGR or requiring vessel, substituted CLINs shall only be charged at a rate not to exceed that of the originally ordered CLIN. An example would be if a 20-passenger bus was ordered, but was not available and the HS Contractor substituted two, 10 passenger-vans. The HS Contractor shall charge a rate for the 10 passenger vans that does not exceed the rate for the one 20-passenger bus.

13.4. Cancellation of Orders:

13.4.1. Unless otherwise provided herein, in the event an order, or any portion of an order, is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. If several deliveries are required to satisfy an order or portion of an order, i.e., garbage pick-up and disposal on each of five days, then the 48-hour notice period shall be computed from each of the required delivery dates. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled "Termination for the Government's Convenience (FAR 52.212-4)", of the clause entitled "CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS."

13.4.2. In rare cases, when ordering items requires long lead times, the Government may apply the Termination for the Government's Convenience clause as referenced above even though an order was cancelled prior to 48 hours before a required delivery.

13.4.3. In every case, the HS Contractor is responsible for taking all necessary steps to mitigate the U.S. Government's damages or termination costs. As part of its mitigation, the Government reasonably expects that the HS Contractor shall consider these cancellation rights as it enters into agreements with its subcontractors and suppliers.

14. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English. All electronic communication between visiting vessels and the HS Contractor shall be copied to the FISC Detachment Singapore and Logistic Support Representative.

15. STANDARDS FOR PROFESSIONAL SERVICES

15.1. The HS Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning cost and performance issues throughout the locations covered by this Contract.

15.2. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

15.2.1. The performance standards are explained in the Quality Assurance Surveillance Plan (QASP) – See Attachment 9.

15.3. The HS Contractor shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

15.4. The HS Contractor shall ensure that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

15.5. The HS Contractor shall ensure that subcontractors comply with these requirements.

16. HEIGHTENED VIGILANCE

16.1. The HS Contractor shall be alert at all times in order to contribute to the protection of the ship and its crew. The HS Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The HS Contractor shall report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

16.2. The HS Contractor shall fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the HS Contractor shall identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the HS Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The HS Contractor shall arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

17. EQUIPMENT - All vehicles, watercraft, and equipment provided must be in sound mechanical condition, be in compliance with local laws and specifications, meet all local safety standards, and have all required current certifications and insurance.

18. GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM) – In the event that the HS Contractor is required to use government equipment, the HS Contractor shall be responsible for all loss or damage to, or the destruction of, Government property in its possession that is reasonably determined to have been caused by its fault. The HS Contractor shall not be responsible for damage due solely to normal wear and tear.

19. CONTRACT PRICING

19.1. Contract Currency - All contract prices are in U.S. Dollars (US$).

19.2. Fixed Price (other than items in which the price is set by a Port Tariff or other controlled price)- Prices are firm-fixed-price per unit and are inclusive of ALL costs, including but not limited to all items identified in paragraph 19.2.1 – 19.2.5

19.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. The following non-exclusive set of costs is included in the unit price: labor performed during normal working hours, overtime for work performed outside normal working hours, weekend hours, holidays, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

19.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

19.2.3. Pre-Positioning / Pre-Staging - All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

19.2.4. Repositioning equipment. All repositioning of equipment when required shall take place only after a price has been agreed upon in advance by the Contractor and an AGR.

19.2.5. All Government taxes are included in the unit cost.

19.3. Port Tariff (PT) or other controlled prices - When the HS Contractor obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list, then the HS Contractor shall be reimbursed for the published price of the item or the price the HS Contractor paid for the supply or service, whichever is less. The HS Contractor shall not be paid an amount in addition to the published price of the item. These items include, but are not limited to fleet landing, pilot, and utilities.

19.4. Time Calculations - Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations or available for required inspections. Travel time to the location of performance shall not be charged. For the purpose of this contract, 1 hour is 60 minutes and 1 day is 24 hours from the start of the service. For example, service provided from 1800 until 1800 the next day is considered 1 (one) day of service. In cases where the ship is scheduled to arrive at a designated time and does not arrive until a later time, services shall be considered available at the time designated in the ordering LOGREQ.

19.5. Demurrage - Demurrage charges shall only be charged if the HS Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but, due to the fault of the government, was not attended to until 1500 hrs when pumping begins. The HS Contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs).

20. Management Services - Husbanding CLINs. If the Government requires any Pre-Arrival Husbanding Duties, as those tasks are further defined in the Management Services CLIN, the Government shall order at least the

initial day of Management Services and one subsequent day of Management Services. Payment for these two days of Management Services shall satisfy the Government's payment obligation for any Pre-Arrival Husbanding Duties.

21. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

CHT	Collection, Holding Transfer Sewage Removal and Disposal
CU M	Cubic Meter
DAO	Defense Attaché Officer
DY	Day
EA	Each
GL	Gallon (3.785 Liters)
HR	Hour
IDD	International Direct Dialing
JB	Job
LO	Lot
M	Meter
MIN	Minimum
NSP	Not Separately Priced
OOTW	Operations Other Than War
PAX	Passenger
PK	Package
PT	Port Tariff
QTY	Quantity
TBD	To Be Determined
TP	Trip

22. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any pre-priced supply or service.

- BARGE: Barges are flat-bottomed displacement ships used for carrying or storing cargo, for separation between vessels and other structures, or as a work platform. Barges may or may not be self-propelled

- CALENDAR DAY. A calendar day is defined as the time period beginning at 0000 hr and ending at 2359 hr.

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the LOT of the contract. For example Lot 1 would be 01XX, Lot 2 would be 02XX). The third and fourth digits are the service or supply item number. (For example 0101 is the first item, 0102 is the second item under Lot 1). If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX11 for Force Protection could be divided into XX11AA for Security Guards and XX11AB Tent, and so forth)

- CONTRACTING OFFICER (CO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: 1 day is 24 hours from the start of the service

- Delivery Order (D.O./Task Order): A delivery order is an order for supplies and a task order is an order for services placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge.

- FORCE PROTECTION (FP). Security measures to protect a ship and its crew from dangerous situations such as terrorist actions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL (GFE/GFM): Items fully transferred to the HS Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Host Nation Government tax is a levy on goods and services made in the local country. The tax rate will vary with the location. The U.S. Government is often exempt from host nation Government Taxes. The Government makes no representation as to the extent to which the HS Contractor may be liable for Host Nation Government taxes.

- HOST NATION (HN): The country, which is being visited by the U.S. ship.

- HUSBANDING: To provide all supplies and services required during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other HS Contractors work with the ship, and assisting with requests for Non-Contract items. To the extent practicable, the HS Contractor shall utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION (MOB & DEMOB):

- Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

- Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPARATELY PRICED (NSP): Item that is not separately priced.

- POINT OF CONTACT (POC): A designated individual who is knowledgeable about an issue and is able to answer questions and make decisions concerning the issue.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples may include pilot services, tugs, picket boats, security guards, and potable water.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and is authorized to sign contracts and place orders.

23. HS CONTRACTOR REPRESENTATIVE – The Government shall contact the following HS Contractor person(s) for prompt contract management:

Name of Individual:	Leonard G. Francis
Title of Individual:	Executive Group Chairman, President
Mailing Address:	15D Pandan Road Singapore 609266
Tel No:	(65) 6268-5300
Fax No:	(65) 6262 6689
Mobile:	(65) 978 3155
E-mail address:	leonard@glennmarinegroup.com

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: N4034509RCSG0007

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-10-D-0002	06-Nov-2009		N40345-10-R-8000	20-Oct-2009

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)*

8. OFFER DUE DATE/LOCAL TIME: 12:00 PM 03 Nov 2009

9. ISSUED BY: CODE N40345

FISC DET SINGAPORE
DETACHMENT SINGAPORE
PSC 470 BOX 2150
FPO AP 96534-2150

TEL:
FAX: 65-6750-2639

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: NAICS:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/ OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE. LTD.
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE N61077

U.S. NAVY REGION CENTER SINGAPORE
DISBURSING OFFICER
PSA SEMBAWANG TERMINAL, BUILDING 7-4,
DEPTFORD ROAD
SINGAPORE 759657

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$988,888.80 EST

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE N40435-10-R-8000
- [X] OFFER DATED 06-Nov-2009 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED: 06-Nov-2009

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) / Supervisory Contract Specialis

TEL: (b)(6), (b)(7)(C)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

OVERVIEW
OVERVIEW OF CONTRACT

1. OBJECTIVE - The objective of this contract is to obtain husbanding services for U.S. Navy Ships visiting within the Hong Kong port area (see definition).

2. SCOPE

2.1. This contract is for Husbanding Services (HS) as further defined at paragraph 2.2 below. It is to provide services and supplies that are required by the ships while they are in port.

2.2. The individual HS items provided under this contract are listed in Exhibit A, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).

2.3. The holder of this contract is a US Navy Contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price IDIQ contract. The HS Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services.

3.1. MINIMUM AND MAXIMUM QUANTITIES - The contract minimum quantity referred to in paragraph (b) of the FAR 52.216-22 Clause entitled “Indefinite Quantity” of this contract, is set at a total of $20,000 worth of orders at the contract unit price (s). The minimum guarantee applies to the base year period only. The maximum quantity is $2,000,000.00 of orders per year at the contract unit prices.

4. DURATION OF CONTRACT - This contract is for a period of twelve (12) months with an option period of twelve (12) months and also includes FAR52.217-8 OPTION TO EXTEND SERVICES clause. If the six (6) month extension of performance of services is exercised under FAR 52.217-8, the maximum duration of this contract is 30 months.

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10.1. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day

management fee was $300 and the subsequent day fee was $100. The HS Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit.

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10.2.1. Frequent ship visits to ports: If a ship returns to a port within three (3) days (i.e. prior to the fourth calendar day), the Management Services fees for the return visit will be charged at the subsequent day rate. (example: If the ship departs Friday and comes back before Tuesday, it will be charged Management Service fees at the subsequent days rate during the return visit that begins prior to Tuesday. If the ship comes back on Tuesday, the Management Services will be charged at the first day rate for Tuesday, followed by the subsequent days rate for the following days.)

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13.1. Ordering Items on Contract: Only Authorized Government Representatives (AGR) can place orders against this contract. AGRs for this contract are:

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any FISC Yokosuka (including Sites/Detachments) warranted KO.
- Military Sealift Command Officers designated in writing as ordering officers.
- Orders may be issued orally, by facsimile or by e-mail.

13.2. Advance Notice Period for Orders: The HS Contractor shall deliver the supplies and services listed on Exhibit A in accordance with the time and date set by the order so long as the order is issued by an AGR at least 48 hours prior to the required delivery date and time.

13.3. Substitutions: Substitution of ordered CLIN shall not be allowed unless authorized and accepted in writing by the AGR and requiring activity. If accepted by the AGR or requiring vessel, substituted CLINs shall only be charged at a rate not to exceed that of the originally ordered CLIN. An example would be if a 20-passengers bus was ordered, but was not available and the HS Contractor substituted two 10 passenger-vans. The HS Contractor shall charge a rate for the 10 passenger vans that does not exceed the rate for the one 20-passenger bus.

13.4. Cancellation of Orders:

13.4.1. Unless otherwise provided herein, in the event an order, or any portion of an order, is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. If several deliveries are required to satisfy an order or portion of an order, i.e., garbage pick-up and disposal on each of five days, then the 48-hour notice period shall be computed from each of the required delivery dates. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled "Termination for the Government's Convenience (FAR 52.212-4)", of the clause entitled "CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS."

13.4.2. In rare cases, when ordering items requires long lead times, the Government may apply the Termination for the Government's Convenience clause as referenced above even though an order was cancelled prior to 48 hours before a required delivery.

13.4.3. In every case, the HS Contractor is responsible for taking all necessary steps to mitigate the U.S. Government's damages or termination costs. As part of its mitigation, the Government reasonably expects that the HS Contractor shall consider these cancellation rights as it enters into agreements with its subcontractors and suppliers.

14. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English. All electronic communication between visiting vessels and the HS Contractor shall be copied to the FISC Detachment Singapore, FISC Detachment Hong Kong, and Logistic Support Representative.

15. STANDARDS FOR PROFESSIONAL SERVICES

15.1. The HS Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning cost and performance issues throughout the locations covered by this Contract.

15.2. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

15.2.1. The performance standards are explained in the Quality Assurance Surveillance Plan (QASP) – See Attachment 6.

15.3. The HS Contractor shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

15.4. The HS Contractor shall ensure that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

15.5. The HS Contractor shall ensure that subcontractors comply with these requirements.

16. HEIGHTENED VIGILANCE

16.1. The HS Contractor shall be alert at all times in order to contribute to the protection of the ship and its crew. The HS Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The HS Contractor shall report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

16.2. The HS Contractor shall fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the HS Contractor shall identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts,

or other persons utilized by the HS Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The HS Contractor shall arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

17. EQUIPMENT - All vehicles, watercraft, and equipment provided must be in sound mechanical condition, be in compliance with local laws and specifications, meet all local safety standards, and have all required current certifications and insurance.

18. GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM) – In the event that the HS Contractor is required to use government equipment, the HS Contractor shall be responsible for all loss or damage to, or the destruction of, Government property in its possession that is reasonably determined to have been caused by its fault. The HS Contractor shall not be responsible for damage due solely to normal wear and tear.

19. CONTRACT PRICING

19.1. Contract Currency - All contract prices are in U.S. Dollars (US$).

19.2. Fixed Price (other than items in which the price is set by a Port Tariff or other controlled price)- Prices are firm-fixed-price per unit and are inclusive of ALL costs, including but not limited to all items identified in paragraph 19.2.1 – 19.2.5

19.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. The following non-exclusive set of costs is included in the unit price: labor performed during normal working hours, overtime for work performed outside normal working hours, weekend hours, holidays, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

19.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

19.2.3. Pre-Positioning / Pre-Staging - All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

19.2.4. Repositioning equipment. All repositioning of equipment when required shall take place only after a price has been agreed upon in advance by the Contractor and an AGR.

19.2.5. All Government taxes are included in the unit cost.

19.3. Port Tariff (PT) or other controlled prices - When the HS Contractor obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list, then the HS Contractor shall be reimbursed for the published price of the item or the price the HS Contractor paid for the supply or service, whichever is less. The HS Contractor shall not be paid an amount in addition to the published price of the item. These items include, but are not limited to fleet landing, pilot utilities and port tariffs.

19.4. Time Calculations - Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations or available for required inspections. Travel time to the location of performance shall not be charged. For the purpose of this contract, 1 hour is 60 minutes and 1 day is 24 hours from the start of the service. For example, service provided from 1800 until 1800 the next day is considered 1 (one) day of service. In cases where the ship is scheduled to arrive at a designated time and does not arrive until a later time, services shall be considered available at the time designated in the ordering LOGREQ.

19.5. Demurrage - Demurrage charges shall only be charged if the HS Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but, due to the fault of the government, was not attended to until 1500 hrs when pumping begins. The HS Contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs). Demurrage charges will be charged as stated in the schedule of supplies and services. This only applies to CLINs that have demurrage charges as sub-CLINs.

20. Management Services - Husbanding CLINs. If the Government requires any Pre-Arrival Husbanding Duties, as those tasks are further defined in the Management Services CLIN, the Government shall order at least the initial day of Management Services and one subsequent day of Management Services. Payment for these two days of Management Services shall satisfy the Government's payment obligation for any Pre-Arrival Husbanding Duties.

21. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

CHT	Collection, Holding Transfer Sewage Removal and Disposal
CU M	Cubic Meter
DAO	Defense Attaché Officer
DY	Day
EA	Each
GL	Gallon (3.785 Liters)
HR	Hour
IDD	International Direct Dialing
JB	Job
LO	Lot
M	Meter
MIN	Minimum
NSP	Not Separately Priced
OOTW	Operations Other Than War
PAX	Passenger
PK	Package
PT	Port Tariff
QTY	Quantity
TBD	To Be Determined
TP	Trip

22. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any pre-priced supply or service.

- CALENDAR DAY. A calendar day is defined as the time period beginning at 0000 hr and ending at 2359 hr.

- CAMELS: See Fenders

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the LOT of the contract. For example Lot 1 would be 01XX, Lot 2 would be 02XX). The third and fourth digits are the service or supply item number. (For example 0101 is the first item, 0102 is the second item under Lot 1). If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX11 for Force Protection could be divided into XX11AA for Beach Guard Office and XX11AB Dive and Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: 1 day is 24 hours from the start of the service

- Delivery Order (D.O./Task Order: A delivery order is an order for supplies and a task order is an order for services placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge.

- FORCE PROTECTION (FP). Security measures to protect a ship and its crew from dangerous situations such as terrorist actions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL (GFE/GFM): Items fully transferred to the HS Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Host Nation Government tax is a levy on goods and services made in the local country. The tax rate will vary with the location. The U.S. Government is often exempt from host nation Government Taxes. The Government makes no representation as to the extent to which the HS Contractor may be liable for Host Nation Government taxes.

- HONG KONG PORT AREA: Hong Kong Harbor is centered at approximately 22°18'N 114°08'E. The central part of the harbor is located between the north side of Hong Kong Island and Kowloon on the southern end of the Chinese mainland. The busy harbor is large, and it is oriented generally east-west. Approximately eight nmi separates the northern ends of the three main access channels to the harbor, Tathong Channel on the east side of Hong Kong Island, and East/West Lamma Channels on the west side of the island. The narrowest part of the harbor exists across the Hung Hom Fairway between Hong Kong Island and the southern tip of Kowloon, a distance of approximately 0.65 nmi (1.15 km). Berthing or anchoring at any established anchorage within this port area is considered a location within the Hong Kong port area

- HOST NATION (HN): The country, which is being visited by the U.S. ship.

- HUSBANDING: To provide all supplies and services required during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other HS Contractors work with the ship, and assisting with requests for Non-Contract items. To the extent practicable, the HS Contractor shall utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION (MOB & DEMOB):

  - Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

  - Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPARATELY PRICED (NSP): Item that is not separately priced.

- POINT OF CONTACT (POC): A designated individual who is knowledgeable about an issue and is able to answer questions and make decisions concerning the issue.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples may include pilot services, tugs, picket boats, security guards, and potable water.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and is authorized to sign contracts and place orders.

23. HS CONTRACTOR REPRESENTATIVE – The Government shall contact the following HS Contractor person(s) for prompt contract management:

Name of Individual: _____
Title of Individual: _____
Mailing Address: _____
_____
Tel No: _____
Fax No: _____
Mobile: _____
E-mail address: _____

PERFORMANCE WORK STATEMENT
PERFORMANCE WORK STATEMENT(PWS)
TASKS: The HS Contractor shall perform the following tasks when ordered by an AGR.

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 1 – Classifications of Navy Ships)

1.1 PRE-ARRIVAL HUSBANDING DUTIES. Except for the services described below at paragraph 1.1.6 and 1.1.8, the HS Contractor shall be compensated for providing the Pre-Arrival Husbanding Duties described in this section by the Government's order and payment for the initial day of Management Services and one additional day of Management Services at the subsequent day rate. Compensation for staging (paragraph 1.1.6 below) is addressed at paragraph 19.2 of the Overview. Compensation for assisting the ship's Advance Party is addressed below at paragraph 1.1.8. Except when the facts detailed in paragraph 1.1.8 apply, the Government will not typically issue a separate order for Pre-Arrival Husbanding Duties.

1.1.1. The HS Contractor shall communicate with the ship and FISC Detachment Singapore, and FISC Detachment Hong Kong to coordinate requirements.

1.1.2. The HS Contractor shall order requested services and supplies.

1.1.3. LOGREQ Initial Cost Estimate - The HS Contractor shall furnish to each ship, FISC Detachment Singapore and FISC Detachment Hong Kong Contracting Office a LOGSSR cost estimate in response to the receipt of a ship's

Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the LOGSSR spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ that are pre-priced in the contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship, FISC Detachment Singapore Contracting Office and FISC Detachment Hong Kong Contracting Office, within two (2) working days after receipt of the LOGREQ, shall also include cost saving or avoidance recommendations, and will explain any anticipated “additional” costs. The LOGREQ, when submitted by, under authority of, or on behalf of an AGR, is an order for pre-priced items under this contract. Orders placed by a LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

1.1.4. These estimates shall be provided for all authorized users including US Navy, Military Sealift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the HS Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U. S. Defense Attaché’s Office.

1.1.6. The HS Contractor shall prepare and stage all required supplies and equipment prior to the ship’s arrival. Staging may be as required by each location.

1.1.7. The HS Contractor shall coordinate with other US government Contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

1.1.8. The HS Contractor shall assist the ship’s Advance Party to include planning and coordination meetings. The HS Contractor shall not be required to expend more than 32 manhours assisting the ship’s advance party or to expend more than $1,000 for the travel, meals, and lodging of its personnel assisting the ship’s advance party unless it is provided a separate order for Advance Party Pre-Arrival Husbanding Services or unless an AGR orders a mutually-acceptable number of days of Management Services (not to exceed the total number of days for the visit) and the HS Contractor confirms in writing that payment for the days of Management Services that have been ordered will provide full compensation for the Pre-Arrival Husbanding Duties.

1.2. POST-ARRIVAL HUSBANDING DUTIES

1.2.1. The HS Contractor shall Husband the ship while it is at the berthing location.

1.2.2. The HS Contractor shall install all ordered equipment upon the ship’s arrival. This equipment includes but is not limited to fenders, curb caps, steps, and telephones.

1.2.3. The HS Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The HS Contractor shall brief the designated ship representative about HS Contractor-provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HS Contractor shall provide its POC information with 24-hour contact phone numbers.

1.2.5. The HS Contractor shall provide the SUPPO upon ship’s arrival a copy of the Exhibit A of the contract, the Performance Work Statement , and applicable port tariffs.

1.2.6. Laundry Services:

1.2.6.1. The HS Contractor shall arrange for laundry and dry cleaning services to be available for the ship. Service will be available for the ship’s laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure. If the ship requires laundry or dry cleaning services, such services will be ordered from the laundry and dry cleaning vendor by an AGR.

1.2.7. Interpreter Services:

1.2.7.1. All HS Contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port.

1.2.8. Mail Delivery Services: The HS Contractor shall provide daily mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

1.2.9. Morale Welfare and Recreation (MWR) Services:

1.2.9.1. The HS Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) HS Contractor servicing the ship.

1.2.9.2. If an ITT contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If awarded, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

1.2.10. Passing Ship's Orders: The HS Contractor shall coordinate and pass orders from an AGR, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts. This service includes all necessary actions to facilitate the acceptance of supplies or services ordered under Government contracts. The HS Contractor shall also arrange for these Contractors to submit invoices and receive payments by the ship if it has a mutual agreement with the other Contractors to perform these services for them. Any disputes or discrepancies arising from the order will be resolved directly between the ship and the other Contractor(s).

1.2.11. Customs & Immigration: The HS Contractor shall assist ship personnel with immigration and customs requirements necessary for them to enter the country where the ship's visit is to be performed. This includes providing Visa and Customs application forms. The HS Contractor shall contact the FISC Detachment Hong Kong prior to the start of each port visit to ascertain how many personnel will require assistance.

1.2.12. The HS Contractor shall facilitate the ship's timely departure.

1.2.12.1. The HS Contractor shall provide a timely cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.12.2. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided.

1.2.12.3. The HS Contractor shall remove all provided equipment.

1.2.13 ACQUIRING ITEMS NOT FOUND IN CONTRACT SCHEDULE:

1.2.13.1 The Contracting officer (s) of FISC Detachment Hong Kong will assist the ship in obtaining all requirements not included in the contract's Schedule of Supplies and Services (Exhibit A). The Government does not foresee specific instances where items not listed in the contract schedule will be required. Specific requirements are not foreseeable because requirements are not definitized until shortly before the actual visit and are unknown at this time. To clarify, no item not included in the contract schedule shall be acquired without the consent of the FISC Detachment Hong Kong Contracting Officer. The FISC Detachment Hong Kong Contracting officer may request the Contractor to arrange an item or service not included in the contract schedule.

1.2.13.2 The HS Contractor shall not arrange unofficial requirements or personal requests from individual crewmembers under auspices of this contract.

1.3. PRE-SAILING VISIT: The HS Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the HS Contractor shall present an invoice for services provided under this contract as further described in the contract section titled “Invoices and Payments”.

1.4. LogSSR Report: Prepare and submit an “Actual Cost Report” in accordance with Exhibit C.

2. BREASTING AND FENDERING BARGE (CLIN XX03)

2.1. The HS Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

2.2. The HS Contractor shall place additional fenders between the breasting barge and the ship when requested.

2.3. The HS Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX04)

3.1. The HS Contractor shall collect, remove , and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

3.2. The HS Contractor shall collect, remove and dispose the Collection Holding Transfer (CHT) bacteriological/chemicals liquids from the ship in HS Contractor provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

3.3. The HS Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

3.4. The HS Contractor shall provide CHT hoses of sufficient length from HS Contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

3.5. When collection of CHT is done via barge, the HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship.

3.6. The HS Contractor shall properly dispose of all sewage in accordance with OVERVIEW of the contract section, paragraph 15, Standards for Professional Services. The HS Contractor shall discharge all CHT collected from the ship to the Hong Kong SAR Government designated discharging location. The prices for CLINs 0004AA, 0004AB, 0004AC, 1004AA, 1004AB and 1004AC on the contract’s Exhibit A shall be understood to require all the Collection Holding Transfer Sewage Removal and Disposal services described under this Performance Work Statement paragraph 3 but for the actual disposal/discharge costs. The disposal/discharge costs will be separately paid as a port tariff item.

3.7. The HS Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements.

4. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX05)

4.1. The HS Contractor shall provide fully charged, mobile hand phones with chargers capable of using dual voltage. Each mobile phone provided shall include a spare battery and an operating manual/instruction with published rates for usage.

4.2. The HS Contractor shall provide each mobile phone with a HK$50 pre-paid international calling card for official use. Additional top-up cards shall be provided to the AGR when requested. The location for the delivery of the cards will be at either FISC Detachment Hong Kong or at the visiting ship; at the discretion of the AGR. Cards may be requested at any time prior to or during the port visit and shall be delivered within 4 hours if requested in other than the ordering LOGREQ.

5. FENDERS (CLIN XX06) - The HS Contractor shall provide Yokohama-type fenders suitable for the visiting ship class and characteristics with a minimum of two (2) mooring lines.

5.1 The HS Contractor shall provide camels as fenders for the ship.

6. FORCE PROTECTION (CLIN XX07)

6.1. General (CLINs XX01 & XX02): The HS Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The HS Contractor must develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HS Contractor must coordinate all aspects of FP planning and services with Port Authorities, HN agencies, and U.S. Embassy security staff. If the HN is supplying FP assets and/or services at no cost or HN rate, the HS Contractor must verify that they are available and are scheduled to show up on time. When the HS Contractor obtains a FP supply or service from the port or local government-type organization and the price of that item is set by a published price list, the HS Contractor shall be reimbursed for the published price of the item or the price the HS Contractor pays for the item, whichever is less. The HS Contractor shall provide supporting documents from the HN for verification to the Supply Officer. The HS Contractor shall not follow directions of the ship's Security Officer or Advanced Party FP Officer that vary from these contract requirements without first confirming that direction with the AGR. The HS Contractor shall not add any requirements unless first receiving direction to do so as provided at paragraph 6.2 below.

6.1.1. Access Points: The HS Contractor shall establish a single entry and exit point to the pier area.

6.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

6.1.3. Personnel Identification: The HS Contractor shall positively identify all personnel before allowing access to the pier area and be able to readily identify personnel while they are working.

6.1.3.1. Background Checks. The HS Contractor shall conduct security background checks on its employees and the employees of its subcontractors with local or national police departments or other government organizations. The HS Contractor shall not use employees or employees of a subcontractor if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers.

6.1.3.2. The HS Contractor shall issue photo identification badges to its personnel and ensure subHS Contractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times.

6.1.3.3. The HS Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as HS Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

6.1.4. Access Lists: The HS Contractor shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other Contractors as required.

6.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

6.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work.

6.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

6.1.5. Inspections. The HS Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

6.1.6. Stand-Off Distances:

6.1.6.1. Objects: To the maximum extent practicable the HS Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

6.1.6.2. Unloading Zones: To the maximum extent practicable the HS Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship..

6.1.7. Warning Signs: The HS Contractor shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. To define the scope of this requirement, FP signage must be placed at intervals not to exceed every 200 ft. on the perimeter of the visiting ship. Specific locations where the signs are to be posted are at the discretion of each ship. Provision of these signs is a cost to be included in the management services fee.

6.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

6.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area, Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

6.1.8. Ship Schedules: The HS Contractor shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HS Contractor's written policy shall describe the required measures to protect ship schedule information.

6.2. Non-Contract FP Measures: The HS Contractor is prohibited from providing any FP measures that are not included in this contract, whether requested by the ship or recommended by its contractor, unless approval is obtained in advance from the FISC Detachment Hong Kong Contracting Office or FISC Detachment Singapore Contracting Office. As part of its request for approval, the HS Contractor must explain what the added FP service will include and its understanding of why it has been requested. The Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made by FISC Detachment Hong Kong Office or FISC Detachment Singapore Office, then the HS Contractor will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

6.3. Beach Guard Office or Tent (CLIN XX07AA)

6.3.1. The HS Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ship's personnel while performing security checks on personnel, baggage, and vehicles.

6.3.2. The office or tent will be large enough to accommodate a minimum of five (5) people. The tents shall have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The HS Contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 LB, CO_2 fire extinguisher shall be provided and kept fully charged.

6.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language providing notice about the security checks that will be conducted in the immediate area.

6.4. Dive and Vetting Operations (CLIN XX07AB)

6.4.1. The HS Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

6.4.2. The pier will be vetted prior to the ship's arrival.

6.4.3. To the maximum extent practicable the HS Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship..

6.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

6.4.5. The HS Contractor shall provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

6.5. Picket Boats (CLIN XX07AC)

6.5.1. The HS Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

6.5.2. The HS Contractor shall comply with Attachment 3 for picket boat operations and specifications.

6.6 Security Guards Services (CLIN XX07AD)

6.6.1. The HS Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

6.6.2. The HS Contractor shall comply with Attachment 4 for security guard operations.

6.6.3. All security guards shall be armed.

7. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX08)

7.1. The HS Contractor shall remove and dispose of garbage and trash from the ship.

7.2. The HS Contractor shall provide dedicated refuse bins to the ship.

7.3. If collection is done by sea, the HS Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship.

7.4. The HS Contractor shall collect all loose refuse placed adjacent to refuse bins.

7.5. The HS Contractor shall immediately clean up any spilled refuse.

7.6. The HS Contractor shall properly dispose of all collected refuse.

8. TRANSPORTATION VEHICLES (CLIN XX09)

8.1. The HS Contractor shall provide vehicle service with qualified drivers for official government business.

8.2. The HS Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

8.3. The HS Contractor shall provide drivers who can speak and understand English clearly.

8.4. The HS Contractor shall provide only vehicles with air conditioning.

8.5. The HS Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

8.6. The HS Contractor shall return all items left in any transportation provided by HS Contractor to the ship's SUPPO or to FISC Detachment Hong Kong if the ship has departed.

8.7. The HS Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

8.8. If the unit of issue is by “Day”, then the rental period shall constitutes 24 hours. The daily rate shall begin when service is made to the ship and not by calendar day.

8.9 4 hours minimum rental fee in cases where actual usage is less than 6 hours.

9. WATER TAXIS (CLIN XX11)

9.1. The HS Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 5 – Water Taxi Specifications.

9.2. The HS Contractor shall return all items left in water taxis to the ship's SUPPO or FISC Detachment Hong Kong.

9.3. The HS Contractor shall obtain written acknowledgement of water taxi service by the ship's duty officer onboard. Logs shall be used to document arrival and departure times.

9.4 6 hours minimum rental fee in cases where actual usage is less than 6 hours.

10. TUGS (CLIN XX10)

10.1. The HS Contractor shall provide tugs to bring ships to and from berthing locations.

10.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

10.3. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

10.4. If tugs are not available through the port authority, the HS Contractor shall use commercially available tugs.

11. PORT TARIFF (CLIN XX11)

10.1 Port tariff (PT) include but is not limited to Fleet Landing, CHT disposal and Pilot services that are provided by the port of Hong Kong.

10.2 The HS Contractor shall also provide all original documents with any invoices for port tariff items which have been provided to the ship for certification by the ship's Supply Officer prior to departure.

CLAUSES INCORPORATED BY REFERE
CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-36	Payment by Third Party	MAY 1999
52.212-1	Instructions to Offerors – Commercial Items	APR 2008
52.222-50	Combating Trafficking in Persons	FEB 2009

ADDITIONAL CLAUSES
ADDITIONAL CONTRACT TERMS AND CONDITIONS.

(a) Oral Orders (Indefinite Delivery Contracts) (SUP 5252.216-9402) (JAN 1999). Oral orders may be placed, provided the following conditions are complied with:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.

(3) Invoices for supplies or services furnished in response to total orders will be accompanied with a received copy of each related delivery ticket.

(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

(b) Written Orders (Indefinite-Delivery Contracts) (SUP 5252.216-9403) (JAN 1992). Written orders on Standard Form 1449/DD Form 1155 will contain the following information, consistent with the terms of the contract:

(1) Date of order;
(2) Contract number and order number;
(3) Item number and description, quantity, and unit price;
(4) Delivery or performance date;
(5) Place of delivery or performance (including consignee);
(6) Packaging, packing, and shipping instructions, if any;
(7) Accounting and appropriation data;
(8) Any other pertinent information.

(c) Authorized Changes Only By The Contracting Officer (SUP 5252.243-9400) (JAN 1992)

(1) Except as specified in paragraph (3) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(2) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(3) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and FAX telephone number of the Procuring Contracting Officer (PCO) are:

Commercial Address: FISC Detachment Singapore
PSA Sembawang Terminal
Deptford Road, Building 7-4
Singapore 759657

Military Address: PSC 470, Box 2150
FPO AP 96534-2150

FAX Numbers: (65)-6-750-2639 or 2382

(d) Provision for Wood Products SA 03-05 NAVSUP CLAIMANCY POLICY - Pinewood Nematode (microscopic roundworm) Free Non-Manufactured Wood Pacing (NMWP) Material (SWPM) (Nov 2002) NAVSUP

(1) Definition. 'Pinewood nematode' as used in this provision, means a microscopic roundworm that has infested coniferous (softwood) trees.

(2) All non-manufactured wood lumber, pallets boxes, crates, containers, reels blocking and bracing, dunnage, drums, etc. for all shipments are required to be certified pest- (pinewood nematode) free. All wood pallets, boxes, crates, containers, reels, blocking and bracing, dunnage, drums, etc. ordered/delivered from vendors/suppliers shall be heat-treated and marked to the American Lumber Standards Committee (ALSC), NMWP policy and enforcement standards. The approved method for ensuring NMWP material is pinewood nematode free is as follows:

(i) Heat-treated to a minimum core temperature of 56°C(133°F) for at least 30-minutes in a closed chamber that has been tested evaluated, and approved officially for this purpose. In addition, the susceptible wood shall display an officially approved heat-treated marking enabling the identification of where and by whom the above treatment has been carried out.

(3) All bulk lumber procured for the fabrication of pallets, boxes, crates, containers, reels, skids, blocking and bracing, dunnage, drums, etc., shall be certified and marked as a part of the fabrication process, to the ALSC NMWP policy and enforcement standards. Vendors/Suppliers using ALSC-certified lumber to make or repair wooden boxes, crates, skids, containers, pallets, reels, drums, etc., must have formal processing procedures and documentation to ensure that only certified lumber leaves their fabrication point.

(4) This provision is self-deleting if the material or supplies are not shipped in NMWP material.

(e) Agency Protests

(1) Prior to submission of an agency protest, all parties should use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions.

(2) FISC Detachment Singapore will process agency protests in accordance with the substantive and procedural requirements of FAR 33.104(d).

(3) Pursuant to FAR 33.103(d)(4), an agency protest may be filed directly with either the Contracting Officer or the Chief of the Contracting Office. A protestor who initially files an agency protest with the Contracting Officer may appeal an adverse decision to the Chief of the Contracting Office. Agency protest submissions should clearly identify the initial adjudicating official, i.e., the "Contracting Officer" or "Chief of the Contracting Office".

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		1			NSP

MINIMUM GUARANTEE
FFP
THIS LINE ITEM DOES NOT ORDER GOODS OR SERVICES. IT MAY BE ISSUED ON TASK ORDER/DELIVERY ORDER NUMBER 00MG FOR THE SOLE PURPOSE OF RECORDING THE OBLIGATION OF FUNDS ASSOCIATED WITH THE MINIMUM QUANTITY UNDER THIS BASIC CONTRACT.
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0007

MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		988,888.80	Lot	$1.00	$988,888.80 EST

BASE PERIOD - HUSBANDING SERIVCE
FFP
SEE EXHIBIT A FOR A COMPLETE LISTING OF ALL CLINS AND SUBCLINS FOR THIS CLIN. THE BASE PERIOD SHALL BE FOR 12 MONTHS. ALL PRICES ARE FOB DESTINATION AND SHALL BE IN U.S. DOLLARS.
FOB: Destination
PURCHASE REQUEST NUMBER: N4034509RCSG0007

MAX NET AMT $988,888.80 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001		988,888.80	Lot	$1.00	$988,888.80 EST
OPTION	OPTION PERIOD I - HUSBANDING SERVICES FFP SEE EXHIBIT A FOR A COMPLETE LISTING OF ALL CLINS AND SUBCLINS FOR THIS CLIN. THE BASE PERIOD SHALL BE FOR 12 MONTHS. ALL PRICES ARE FOB DESTINATION AND SHALL BE IN U.S. DOLLARS. FOB: Destination PURCHASE REQUEST NUMBER: N4034509RCSG0007				
				MAX NET AMT	$988,888.80 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9000		UNDEFINED	Lot	UNDEFINED	$0.00
	Exhibit A - SUBCLINS FFP FOB: Destination PURCHASE REQUEST NUMBER: N4034509RCSG0007				
				MAX NET AMT	$0.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
9000	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-DEC-2009 TO 30-NOV-2010	N/A	SEE SCHEDULE REQUIRING ACTIVITY SEE SCHEDULE SEE SCHEDULE AP 96534 FOB: Destination	A00000
0002	POP 01-DEC-2009 TO 30-NOV-2010	N/A	SEE SCHEDULE . SEE SCHEDULE SEE SCHEDULE AP 96534 FOB: Destination	A00000
1001	POP 01-DEC-2009 TO 30-NOV-2010	N/A	SEE SCHEDULE REQUIRING ACTIVITY SEE SCHEDULE SEE SCHEDULE AP 96534 FOB: Destination	A00000
9000	POP 01-DEC-2009 TO 30-NOV-2010	N/A	SEE SCHEDULE . SEE SCHEDULE SEE SCHEDULE AP 96534 FOB: Destination	A00000

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

__(4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (7) [Reserved].

___ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

___ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

___ (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

_X__ (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).

___ (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of theVietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) .

___ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

___ (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1)in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 Dec 2009 through 30 Nov 2010.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $20,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The HS Contractor is required to be able to simultaneously Husband a maximum of eight (8) ships at one time for Hong Kong.

(1) Any order for a single item in excess of the maximum quantity for that item which is identified in the pricing schedule, Exhibit A, of this contract.

(2) Any order for a combination of items in excess of the maximum quantity for the applicable performance period

of this contract; or

(3) A series of orders from the same ordering office within 180 days that together call for quantities exceeding the maximum quantities indentified in the pricing schedule by more than 200 percent (200%).

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 days following the effective period of the contract.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days before contract expires.

(End of clause)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses http://acquisition.gov/comp/far/index.html
DFAR Clauses http://www.acq.osd.mil/dpap/dars/dfars/index.htm

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUL 2009)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

_X_ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ___252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) ____ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ____ 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

(9) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11) ____ 252.225-7021, Trade Agreements (JUL 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(12) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (JUL 2009) of 252.225-7036.

(15) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) ____ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) __X__ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(22)____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(23)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(24) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all—

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting officer.

(End of clause)

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUNE 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

(End of clause)

252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless—

(1) Approved in writing by the Contracting Officer;

(2) Made in accordance with the laws and regulations of the United States of America; and

(3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract of any plans, specifications, or other similar documents relating to work under this contract, if marked “Top Secret,” “Secret,” or “Confidential” be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall—

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

INVOICES AND PAYMENTS

1. The HS Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices in accordance with Performance Work Statement, paragraph 1.3 Pre-Sailing Visit. At that time, the HS Contractor shall present an invoice that is divided into two sections. ³ Pre-Priced CLINS ₂ and ³ Port Tariff CLINS₂ .

a. Pre-Priced CLINs. The following shall be included as part of the invoice:

(i) Verification by the AGR that pre-priced goods and services were received (receiving report or equivalent)

(ii) Notification of any changes in volume or quantity between what was ordered via the LOGREQ and Pre-arrival estimate and the amount delivered or performed.

(iii) In the instance of goods not yet delivered or services not yet performed but scheduled prior to the ship's departure, a statement by the HS Contractor that arrangements for the supplies and/or services have been made and will be performed.

b. Port Tariff CLINs. The following shall be included as part of the invoice:

(i) Verification by the AGR that the Port Tariff goods and services were received (receiving report or equivalent)

(ii) Notification of any changes in volume or quantity between what was ordered via the LOGREQ and Pre-arrival cost estimate and the amount delivered or performed.

(iii) In the instance of goods not yet delivered or services not yet performed but scheduled prior to the ship's departure, a statement by the HS Contractor that arrangements for the supplies and/or services have been made and will be performed.

(iv) Invoice from the Port Authority (or other provider of the port tariff supply or service) to the HS Contractor showing the amount that the HS Contractor paid (or has been billed) for the PT supplies or services.

(v) If an invoice from the Port Authority (or other provider of the port tariff supply or service) is not available, the HS Contractor will provide an affirmative statement that the price on the invoice to the Government is the amount the HS Contractor expects to pay for the port tariff supply or service and does not include any separate allowance for additional costs or profit to the HS Contractor. The statement shall additionally explain when the HS Contractor expects to receive the invoice, shall agree to provide a copy of the invoice from the Port Authority (or other provider of the port tariff supply or service) to the Government not more than four weeks after receipt of the invoice but in no instance later than four (4) months after conclusion of the port visit, and shall agree to adjust the payment amount if the final bill from the Port Authority (or other provider of the port tariff supply or service) differs from the expected amount.

(vi) Agreement by the HS Contractor that it will reimburse the Government for the full amount of any payment that the Government makes for an entry on the invoice for payment of a port tariff supply or service and for which the HS Contractor does not provide a supporting invoice from the Port Authority (or other provider of the port tariff supply or service) or other acceptable substantiation within four months of the conclusion of the port visit.

2. The payment will be made by the ship prior to departure from the port. If payment is unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Officer, U.S. Navy Region Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury check. The HS Contractor must accept the U.S.

Government commercial purchase card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPC is the Mastercard. If a ship uses a U.S. Government credit card, the ship shall reimburse the HS Contractor any surcharge imposed by the financial institution processing the credit card transaction. The Government will not reimburse a credit card surcharge for an amount greater than 3 percent of the invoice amount. Upon award of contract, the HS Contractor shall provide evidence furnished by the Financial Institution of the credit card surcharge.

3. Copies of all invoices (and their associated required supplementary materials as described above) that are presented to the ship shall be provided to FISC Det Singapore Contracting Officer within seven (7) working days from the departure of the visiting vessel.

EXHIBITS AND ATTACHMENTS
List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS AND EXHIBITS

EXHIBITS AND ATTACHMENTS
Applicable documents, exhibits, and attachments for this contract are:

EXHIBIT NO.	DOCUMENT
A.	Schedule of Supplies and Services
B.	Port Tariff
C.	Cost Reporting - LogSSR Report
D.	Historical Data

ATTACHMENT NO.

1.	Classification of Ships
2.	Refuse Definitions
3.	Picket Boat Operations & Specifications
4.	Security Guard Operations
5.	Water Taxi Specifications
6.	Quality Assurance Surveillance Plan (QASP)

EXHIBIT A – SCHEDULE OF SUPPLIES AND SERVICES
Exhibit A (ELINs) Schedule of Supplies and Services.

Separate Excel spreadsheet is attached. Complete all unit prices in U.S. Dollars under each lot and grand total. A completed Excel soft copy shall be forwarded to the Contracting Officer as part of the offer to enable the Contracting Officer to verify the formula when evaluating prices.

EXHIBIT B – PORT TARIFF ITEMS
The Excel spreadsheet provides estimates of port tariff rates only.

EXHIBIT C - COST REPORTING Logistics Support Services Repository (LogSSR)

The Contractor is responsible for fully participating in the deployment of the Logistics Support Services Repository (LogSSR) web-based system that replaces the legacy web-based Cost Reporting and Forecasting Tool (CRAFT).

Upon award, the Contractor will utilize the LogSSR for data input and entry of all invoices supporting the husbanding contract. LogSSR can be accessed through the NAVSUP One Supply website at https://www.navsup.navy.mil/onesupply or directly at https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

(a) LogSSR: This system is necessary to prepare all reports related to the ship's visit, derived from the LOGREQ's initial cost estimate and actual cost reports as described below:

(i) LOGREQ Initial Cost Estimate**:**

(1) The Contractor shall provide each ship a cost estimate in response to all orders issued to the Contractor by any method identified under "ISSUANCE OF ORDER" in Contract Terms and Conditions – Commercial Items. The orders will be provided to the Contractor by ships, activities and individuals identified in the contract. The cost estimate will include estimated prices for all items ordered. It will not be sufficient to simply say that the estimated price is "per FISC contract" or "per Port Tariff". The cost estimate shall be provided to the ship and the FISC Contracting Office within two (2) working days after receipt of the order and shall include the date time group of the LOGREQ that initiated the order. The cost estimate shall provide details of any anticipated "additional" costs as well as details of any potential cost savings or cost avoidance recommendations. In the situation where the Contractor receives the order with less than two (2) working days prior to the arrival of the ship, the Contractor shall make every effort possible to provide the cost estimate prior to the ship's arrival, but in no event after two (2) days after receipt of the LOGREQ. The Contractor shall be charged an amount equal to one (1) days' daily management fee at the subsequent days rate for cost estimate reports received more than two (2) working days after receipt of the LOGREQ.

(2) The Contractor shall send their cost estimates in PDF format (Adobe Acrobat), to the LogSSR email address of **navsup_hq_logssr@navy.mil** and to the Contracting Officer for inclusion in the LogSSR database. This submission should be sent with the final cost information.

(3) These estimates shall be provided to the requiring customers authorized to use this contract.

(4) In addition to the LOGREQ initial cost estimate, the Contractor shall provide any additional information and respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services office or the DAO.

(ii) Actual Cost Report:

(1) The Contractor shall furnish an Actual Cost Report, or invoice, covering all port costs paid by each ship for which the Contractor provides husbanding services. The term "port costs" includes all supplies or services identified in the section of the contract titled, SUPPLIES/SERVICES AND PRICES, supplies or services furnished under another FISC contract, and any other charge paid by the ship during the port visit. The report should include the ship's signature for acceptance and annotate any payment

document numbers as applicable.

(2) The Contractor shall forward the Actual Cost Reports in PDF format via email to the Contracting Officer and the **navsup_hq_logssr@navy.mil** email address for inclusion in the LogSSR database. The Contractor shall deliver the reports to the FISC Contracting Office within seven (7) calendar days from the completion of the ship's visit. The Contractor shall be charged an amount equal to one (1) days' daily management fee at the subsequent days rate for Actual Cost Reports received more than seven (7) calendar days after receipt of the LOGREQ.

The cost information shall be entered and submitted into the LogSSR website directly by the husbanding service provider. The Contracting Office will use the email copies to validate the entry submission.

(3) Any changes to an Actual Cost Report shall be forwarded to the FISC Contracting Office and navsup_hq_logssr@navy.mil email account within seven (7) calendar days of the change. For instance, if a ship departs port without paying all or part of a bill, the Contractor will identify the line items not paid.

(4) These final reports shall be provided for all ships visiting ports covered by the contract.

NOTE: Before submission of reports or any other data to the FISC Contracting Office via electronic transmission or any other data media, the Contractor shall scan with current anti-virus software all documents to ensure computer virus free transmission. The LogSSR server scans all reports for computer viruses before inclusion in the databases. Any reports sent containing any computer viruses would be returned immediately to the Contractor.

(b) LogSSR access and input.

(i) Upon award, the Contractor must enter final port cost information directly into the LogSSR database and email all corresponding documentation (initial cost estimate, final invoices, accompanying data). External Certification Authority Public Key Infrastructure (ECA PKI) is not required for entry, but no access to the contractor's information is accessible unless obtaining an ECA PKI.

(ii) Contractors can obtain access to their submissions only by obtaining an ECA PKI per the NAVSUP One Supply guidelines and requesting access through the website. Information can be obtained through the LogSSR website at https://www.navsup.navy.mil/portal/page/portal/logssr/index.jsp.

EXHIBIT D – HISTORICAL DATA

The Excel spreadsheet provides historical data for reference only.

ATTACHMENTS
ATTACHMENT 1

SHIP CLASSIFICATIONS (DESCRIPTION OF U.S. NAVY SHIPS BY CLASS AND TYPE)

The following are Ship Classifications:

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52

Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	7
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360
Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854
Class IV					
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082
T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276
T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

Displacement is expressed in tons and represents fully loaded displacement.

The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

GLOSSARY OF TERMS AND ABBREVIATIONS

AGOS	RESEARCH SHIP
AGSS	RESEARCH SUBMARINE
AOE	FAST COMBAT SUPPORT SHIP
ARS	SALVAGE SHIP
AS	SUBMARINE TENDER
CG	GUIDED MISSLE CRUISER
CV	MULTIPURPOSE AIRCRAFT CARRIER (CONVENTIONALLY PROPULSION)
CVN	MULTIPURPOSE AIRCRAFT CARRIER (NUCLEAR PROPULSION)
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
FFG	GUIDED MISSLE FRIGATE
HSV	HIGH SPEED VESSEL
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCS	LITTORAL COMBAT SHIP
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LHD	AMPHIBIOUS ASSAULT SHIP (MULTI- PURPOSE)
LPD	AMPHIBIOUS TRANSPORT DOCK
LSD	AMPHIBIOUS CARGO SHIP
LSV	LOGISTIC SUPPORT VESSEL (ARMY)
HSIC	MARK V SPECIAL OPERATIONS CRAFT (1 PAIR)
MCM	MINE COUNTERMEASURE SHIP
MCS	MINE COUNTERMEASURE SUPPORT SHIP
MHC	MINE HUNTERS COASTAL
MSC	MILITARY SEALIFT COMMAND
PC	PATROL COASTAL SHIP
SSBN	BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSGN	CRUISE MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	ATTACK SUBMARINE (NUCLEAR PROPULSION)
T-AE	AMMUNITION SHIP (MSC)
T-AFS	COMBAT STORE SHIP (MSC)
T-AGOS	OCEAN SURVEILLANCE/PATROL SHIP (MSC)
T-AGS	SURVEYING/ OCEANOGRAPHIC SHIP (MSC)
T-AH	HOSPITAL SHIP (MSC)
T- AKE	DRY CARGO/AMMUNITION SHIP (MSC)
T-AKR	STRATEGIC SEALIFT SHIP (MSC)
T-AO	OILER (MSC)
T-AOT	TANKER (MSC)
T-ATF	FLEET OCEAN TUG (MSC)
WAGB	POLAR CLASS ICEBREAKERS

WHEC	HIGH ENDURANCE CUTTER
WMEC	MEDIUM ENDURANCE CUTTER

ATTACHMENT 2
REFUSE SERVICE DEFINITIONS

The following are Refuse Definitions used for this contract:

"Refuse" includes all garbage, ashes, debris, rubbish and other similar waste material, and anything else delivered to the ship, but not taken onboard due to spoilage, etc., even though such refuse was not aboard the vessel when it arrived in port. Not included are explosives and incendiary waste and contaminated waste from medical and radiological processes.

"Garbage" means animal and vegetable waste (and containers thereof) resulting from the handling, preparation, cooking, and consumption of foods. Edible, or hog food, garbage is the portion of waste food, which has been segregated for salvage.

"Ashes" means the residue from burned wood, coal, coke, and other combustible material.

"**Debris**" means grass cuttings, tree trimmings, stumps, street sweepings, rooting and construction wastes, and similar waste material.

"**Rubbish**" means a variety of unsalvageable waste material such as metal, glass, crockery, floor sweepings, paper, wrappings, containers, cartons, and similar articles not used in preparing or dispensing food. Rubbish is further subdivided into:

"**Combustible Rubbish**" which can be burned readily in an incinerator or burning pit.

"**Noncombustible Rubbish**" which cannot be burned at ordinary incinerator temperatures (800 to 1,800 degrees F.)

"**Receptacles**" or "**Containers**" means cans, drums, bins, or similar receptacles, which can be handled easily, and multiple containers, which are handled by mechanical truck-mounted hoists. A **"bin"** is defined as a standard garbage bin used for this service which can vary in size. Size will be identified in The Schedule Sub-CLINs.

ATTACHMENT 3

PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

1. The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

2. The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

3. Ships at anchorage will normally require two Picket Boats.

4. The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate CLIN in the contract.

5. The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

6. The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

7. The Picket Boat will meet the following requirements:

    7.1. Licensed for commercial operations by local country Department of Transportation.

    7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

    7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

    7.4. If a deckhand crewmember is required, only qualified personnel are used.

    7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

    7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

7.11.4. Portable Spotlight

ATTACHMENT 4

SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

    1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

    1.2. Security guards may be provided through private security firms or through local police officials.

    1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

    1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

    1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pierside:

    2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

    2.2. All pierside guard services will be performed within the parameters of local Laws and Regulations.

    2.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

    2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

    2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

2.6. The following equipment will be required as a minimum for each guard:

2.6.1. Uniform as provided by contractor or authorities;

2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. ROEs Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats:

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the

ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2 If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3 The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4 As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

ATTACHMENT 5
WATER TAXI SPECIFICATIONS

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxi specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated FISC Det Singapore Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor, the FISC Det Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including COMPACFLT.

5. COMSEVENTHFLT Specifications:

5.1. Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of (Hong Kong). Notwithstanding compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

5.1.1. Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

5.1.2. Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

5.1.3. The following information shall be conspicuously posted in both English and (the appropriate foreign language):

5.1.3.1. Current Operator's/Captain's license and boat names.

5.1.3.2. Passenger/weight capacity limit notice.

5.1.3.3. Location of life jackets and other life saving equipment.

5.1.3.4. Location of all exits indicated in large letters.

5.1.3.5. Emergency procedures

5.1.4. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

5.1.5. Operation of the boat shall be in a safe and seaworthy manner.

5.1.6. The consumption of alcoholic beverages shall not be permitted aboard the boat.

5.2. Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by (Hong Kong) for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

5.3. Security: During the term of this contract the ship(s) to be serviced (insert ship name if purchase order) agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

5.4. Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

5.5. Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

5.5.1. Hull

5.5.1.1. Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures.

5.5.1.2. Superstructure, including masts and stacks.

5.5.1.3. Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.

5.5.1.4. Provisions for drainage of sea water from exposed decks over the side and not into the bilges.

5.5.1.5. Access/egress points- adequacy of number and location.

5.5.2. Machinery

5.5.2.1. 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.

5.5.2.2. Main propulsion and auxiliary machinery essential to operation of boat.

5.5.2.3. Sea and bulkhead closure valves.

5.5.2.4. Bilge auction strainers and dewatering systems-bilge pump to be tested by operation

5.5.2.5. Bilges free of flammable liquids

5.5.3. Electrical

5.5.3.1. Cables.

5.5.3.2. Navigation, deck, and emergency lights.

5.5.3.3. Rotating electrical machinery; e.g., generators and motors --Storage batteries

5.5.4. Lifesaving equipment

5.5.4.1. Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.

5.5.4.2. Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.

5.5.4.3. First aid kits, life rings and distress lights.

5.5.4.4. Distress signaling devices

5.5.5. Fire fighting equipment

5.5.5.1. Fire pump - test by subjecting fire hose(s) to fire pump pressure.

5.5.5.2. Portable fire extinguishers.

5.5.5.3. Fixed systems, e.g., C02 cylinders.

5.5.6. Steering apparatus

5.5.7. Miscellaneous systems and equipment

5.5.7.1. Harbor charts.

5.5.7.2. Ground tackle and mooring lines.

5.5.7.3. Whistle/fog horn, bell.

5.5.7.4. Lighted compass.

5.5.7.5. Radar.

5.5.7.6. 2-way radio capable of Bridge-to-Bridge communications.

5.5.7.7. Current license.

5.5.7.8. Operator qualifications.

5.6. Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement-is that contained in paragraph 5.7 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

5.7. Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

5.7.1. Safety of operations. Insure the following are present and in working condition:

5.7.1.1. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.

5.7.1.2. Fire extinguishers sufficient for the size of the vessel operated.

5.7.1.3. Radio (with battery backup) capable of Bridge-to-Bridge communications.

5.7.1.4. Anchor/chain sufficiency for the size of the vessel operated.

5.7.1.5. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

5.7.2. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:

5.7.2.1. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

5.7.2.2. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.

5.7.2.3. Ensure no bare or exposed electrical wires or connections are located in the passenger area.

5.7.2.4. Validate that sufficient unobstructed exits are present and marked in English.

5.7.2.5. Verify that no missile hazards, gear adrift, or trip hazards exist.

5.7.3. The following shall be conspicuously displayed, in English:

5.7.3.1. Passenger/weight capacity.

5.7.3.2. Location and number of life jackets.

5.7.3.3. Location of life saving equipment.

5.7.3.4. Locations of exits (if not obvious).

5.8. Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the

deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

5.9. If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

ATTACHMENT 6

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Husbanding Services

for

Hong Kong

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QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance-based Performance Work Statement (PWS). This performance-based plan sets forth the procedures and guidelines the U.S. Fleet & Industrial Supply Center, Det Singapore will use in evaluating contractor performance under the contract including but not limited to evaluating pre-arrival estimate and port visit cost reporting of the husbanding service contractor.

1.1 PURPOSE

1.1.1. The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the pre-arrival estimate and port visit cost reporting performance standards identified in the PWS.

1.1.2 This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

1.2 PERFORMANCE MANAGEMENT APPROACH

1.2.1 The performance-based PWS structures the acquisition around "what" service is required as opposed to "how" the contractor should perform the work. This QASP will define the performance management approach taken by the Contracting Officer to monitor, manage, and take appropriate action on the contractor's performance against expected outcomes or performance objectives communicated in the PWS. Performance management rests upon developing a capability to review and analyze information generated through performance metrics. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management. The data generated in a performance management approach provides information that indicates whether or not expected outcomes for required services are being achieved adequately by the contractor.

1.2.2 Performance management also represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether or not outcomes are being achieved and migrates away from scrutiny on compliance with the processes and practices used to achieve the outcome. The only exceptions to process reviews are those required by law and compelling business situations such as safety and health. An outcome focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved at the desired levels of performance.

1.3 PERFORMANCE MANAGEMENT STRATEGY

1.3.1 The contractor will establish policies and procedures for self inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The contractor will develop and implement a performance management system with the capability to assess and report their performance to the Contracting Officer.

1.3.2 The Contracting Officer will monitor contractor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The Government will make decisions based on performance measurement metric data and notify the contractor of those

decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

2.0 ROLES AND RESPONSIBILITIES

2.1. The Contracting Officer (CO) is responsible for monitoring contract compliance, performing contract administration, and the resolution of any differences between the observations documented by the requiring activity, and the contractor's performance. The CO is responsible for monitoring the contractors quality assurance program through the QASP (See below)

2.2 The Authorized Government Representatives (e.g., Ship SUPPO) identified in the contract is responsible for monitoring, assessing, and communicating the technical performance of the contractor and assisting the contractor. Government surveillance may occur under authority of the Inspection/Acceptance paragraph of clause 52.212-4, Contract Terms and Conditions – Commercial Items, for any supply or service relating to the contract.

2.3 The contracting officers representative will be identified to the contractor at the time an order is issued. The CO will also have the responsibility for completing QA monitoring forms (refer to Attachments 6b and 6c) used to document the evaluation of the contractor's reporting and price performance.

3.0 IDENTIFICATION OF SERVICES TO BE PERFORMED
The contractor shall provide husbanding service support in accordance with the PWS

4.0 METHODOLOGIES TO MONITOR PERFORMANCE

4.1 In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate contractor performance. The primary methods of surveillance are random checks, observations, inspections, complaints and review of those records and files that are required to be maintained and delivered under the PWS. The Contracting Officer may also use reports and self-assessments from the contractor and input from the requiring activity as sources of comments on the contractor's performance.

4.2 The contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of professional communication between employees and customers is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints. Performance management drives the contractor to be customer focused through initially addressing customer complaints and investigating the issues and/or problems.

NOTE: The customer always has the option to communicate complaints to the Contracting Officer as opposed to the contractor. The Contracting Officer will accept the customer complaints and will investigate using the Quality Assurance Monitoring Form – Customer Complaint Investigation identified in Attachment 6c.

4.3 The acceptable quality levels (AQL) located in Attachment 6a, Performance Requirements Summary Table, for contractor performance are structured to allow the contractor to manage how the work is performed while providing negative incentives for performance shortfalls. The Government will evaluate the total number of ship visits on a quarterly basis to determine if the contractor has met the goals assigned in the QASP.

5.0 QUALITY ASSURANCE REPORTING

5.1 The performance management feedback loop begins with the communication of expected outcomes from the pre-arrival cost estimate, which is substantiated by the customer and contractor prior to the submission of the final invoices, finally communicated to the contracting officer via the customer service survey form and LOGSSR Reporting Data.

5.2 The Government's QA monitoring, accomplished by the CO, will be reported using the monitoring forms in Attachments 6b and 6c. The forms, when completed, will communicate the customer and COR evaluation of the contractor's performance to the contracting officer.

5.2.1 The CO will retain a copy of all completed QA monitoring forms.

6.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

6.1 The Government shall use the observation methods cited in this QASP to determine whether the AQLs have been met. The Government will evaluate the results which then may be translated into the specific negative incentives (See Attachment 6a) should performance not meet the AQL's.

6.2 The CO will randomly select port visits to evaluate to analyze contractor performance. Within 30 days following the end of each selected order's performance period, the CO will prepare a written report summarizing the overall results of the quality assurance monitoring of the contractor's performance. This written report which consists of the contractor's submittals and the completed Quality Assurance Monitoring Forms (Attachment 6b and 6c) will become part of the QA documentation.

6.3 The CO may require the contractor's project manager, or a designated alternate, to meet with the Government personnel as deemed necessary to discuss performance evaluation. The CO will define a frequency of in-depth reviews with the contractor. However, if the need arises, the contractor will meet with the CO as often as required or per the contractor's request. The agenda of the reviews may discuss:
Performance measured by the metrics and trends
Issues and concerns of both parties
Recommendations made by the CO based on contractor information
Issues arising from independent reviews and inspections

6.4 The CO and contractor should jointly formulate tactical and long–term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the CO.

7.0. FAILURE TO PERFORM

7.1 The contractor may receive deductions and negative past performance ratings or even termination based on failure to perform. The following criteria apply for determining appropriate action:

1. **Notifications**. Consistent with FAR Part 12, the CO shall notify the service provider of failure to meet standards through QA monitoring forms, cure notices, or show cause notices and shall inform the service provider manager or designated alternate of such notices.
2. **Deductions**. The Government has the right to deduct a specified fee for failure to meet performance standards. The amount is identified in the Performance Requirements Summary (PRS) of Attachment 6a.
3. **Termination**. If the CO determines that the contractor has failed to perform to the extent that a termination for cause is justified, the CO shall issue a notice of termination, consistent with FAR Part 12.

ATTACHMENT 6a

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Required Service	Performance Standards	Acceptable Quality Levels	Method Of Surveillance	Incentive (Negative) (Impact on Contractor Payments)
Port Visit Cost Reporting	Submit pre-arrival cost estimate to ship and Contracting Officer within two working days after receipt of LOGREQ (PWS Paragraph 11.1)	95%	E-mails receipts, files review, quarterly, random, observations, complaints	Deduction of $500 for each documented instance where performance falls below the AQL and the report is submitted late and documentation in the contractor's past performance record
	Submit final LogSSR cost reports to the NAVSUP LogSSR email address and the Contracting Officer within seven (7) days of each ship's departure (PWS Paragraph 11.2)	95%	E-mail receipts, files review, quarterly, random, complaints	Deduction of $500 for each documented instance where performance falls below the AQL and the report is submitted late and documentation in the contractor's past performance record
	LogSSR submittals are accurate and complete	95%	Files review, periodic, quarterly, random, observations, complaints	Deduction of $500 and require contractor to take corrective action to correct inaccurate/incomplete reports and documentation in the contractor's past performance record

ATTACHMENT 6b

QUALITY ASSURANCE MONITORING FORM

SERVICE or STANDARD:
_____
_____
_____
___

SURVEY PERIOD: _____

SHIP VISIT:

SHIP NAME: _____

SHIP VISIT PERIOD: _____

CONTRACTOR LOGREQ RECEIPT DATE: _____

PRE-ARRIVAL COST ESTIMATE SUBMITAL DATE: _____

Within 2 working days after receipt of LOGREQ _____

After 2 working days after receipt of LOGREQ _____

LOGSSR COST REPORT RECEIPT DATE: _____

Within 7 days of ship departure _____

After 7 days of ship departure _____

PERCENTAGE OF ITEMS SAMPLED DURING SURVEY PERIOD: _____ %

SERVICE PROVIDER'S PERFORMANCE: ____ Meets Standards

____ Does Not Meet Standards

NARRATIVE OF PERFORMANCE DURING SURVEY PERIOD:
_____
_____
_____
_____
_____

PREPARED BY: _____ **DATE:** _____

* CHECK WHERE APPLICABLE

ATTACHMENT 6c

QUALITY ASSURANCE MONITORING FORM – CUSTOMER COMPLAINT INVESTIGATION

SERVICE or STANDARD:

_____
_____
_____
___

SURVEY PERIOD: _____

DATE/TIME COMPLAINT RECEIVED: _____ _____ AM / PM

SOURCE OF COMPLAINT: _____ (NAME)

_____ (ORGANIZATION)

_____ (PHONE NUMBER)

_____ (EMAIL ADDRESS)

NATURE OF COMPLAINT:

_____
_____
_____
_____
____

RESULTS OF COMPLAINT INVESTIGATION:

_____
_____
_____
_____
____

DATE/TIME SERVICE PROVIDER INFORMED OF COMPLAINT: _____ _____ AM / PM

CORRECTIVE ACTION TAKEN BY SERVICE PROVIDER:

_____
_____
_____
_____
____

RECEIVED AND VALIDATED BY: _____

PREPARED BY: _____ **DATE:** _____

INSTRUCTIONS TO OFFERORS

1. Instructions for Submission of offers.

(a) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Acknowledgement of amendments to the solicitation must also be provided in a timely manner as set forth in this section. Offer may be submitted by email addressed to (b)(6), (b)(7)(C) at (b)(6), (b)(7)(C)@fe.navy.mil or by facsimile. Information concerning facsimile proposals is below at paragraph (h). Offers must be submitted on the SF 1449 to include the following:

(1) Discount Terms: Complete block 12 on the SF-1449 if any discount terms are offered.

(2) Company Information: Complete block 17a on the SF1449 by providing the Offerors complete mailing address. Also, complete and sign Block 30.

(3) DUNS and NCAGE Numbers: Offerors must provide their DUNS and NCAGE Code numbers in block 17a of the SF-1449. See paragraph e & f below for details regarding DUNS and NCAGE Code numbers.

(4) CCR Registration. The Offeror must provide proof of CCR registration when submitting their offer, by providing a copy of the printed "completed" CCR page from the CCR website. Additional information regarding CCR registration is contained in paragraph g.

(5) Schedule of Supplies or Services (CLINs) spreadsheet from Exhibit A of the solicitation: The offeror must insert their proposed price for each CLIN and SUBCLIN items.

(6) Offeror Representative Information: The Offeror is required to provided their representative information as listed in Overview of the Contract, paragraph 22 to include: Name of Individual, Title of individual, mailing address, telephone number, fax number, mobile phone number, and email address.

(7) Offeror Representations and Certifications: The Offeror is required to complete and submit Offeror representations and Certifications at FAR 52-212-3 OFFEROR REPRESENTATIONS, CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2008) ALTERNATE I (APR 2002), and DFARS 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (JUN 2005) which are located in Section K of the solicitation. All items must be appropriately checked or marked as Not Applicable (N/A).

(8) Technical Proposal and Evaluation: The Offeror must address the following three (3) areas in its Antiterrorism/Force Protection Plan:

8.1 Protection of Ship Schedule Information: Identify how the offeror shall secure US Navy (USN) ship visit information (both paper based and electronic); the routine number and type of personnel with access to the information; and the offeror's company policy regarding dissemination of USN ship visit information.

8.2 Security Screening of Contractor and Subcontractor Employees: Explain the offeror's company policy and processes to screen, for security purposes, prospective employees and to periodically check current employees who might be granted access on and around USN vessels. Offerors shall indicate, as part of their submission, the specific screening method(s) to be utilized on subcontractor personnel who might be granted access on and around USN vessels. The specific screening method(s) shall be identified and whether based on Internet search, screening of databases, communications with local law enforcement authorities, port security requirements, reference checks, personal interviews, credit checks, etc.

8.3 Contractor/Subcontractor Identification: The offeror shall identify how contractor and subcontractor personnel will be recognizable to ship's personnel. This may be accomplished by a combination of picture ID, badges, uniforms, access lists, etc. The offeror shall also identify how

support vehicles/vessels will be marked so that they are readily identifiable to ATFP/ship's personnel.

NOTE: The offeror shall submit a summarized ATFP plan that covers each of the above three areas. The summarized ATFP plan shall address each of the three areas set out above in a total of not more than three (3) pages. Each of the three pages shall have margins of one (1) inch or greater on all four sides of the page. Text shall be displayed in not smaller than font size 10. The pages shall be 8-1/2" x 11" or A4 size. Any attachments or enclosures to the three-page plan will count as part of the allowable three (3) pages. If an offeror submits an ATFP plan in excess of three (3) pages, only the first three (3) pages will be read and considered for purposes of determining technical acceptability.

(9) Past Performance Information (PPI) and Evaluation:

9.1 The offeror shall provide past performance information on directly-related or similar contracts it has held within the last three (3) years. These contracts should have been of similar size and scope to the requirements included in this solicitation. The offeror will explain why its past performance work is relevant to this solicitation. The Government will give greater consideration to the contracts which are more relevant to husbanding services requirements included in this solicitation.

9.2 The offeror may submit information on up to six contracts it has performed in the last three years that are similar in size and scope to the Government's requirements under this solicitation.

9.3 The offeror shall provide the following information for each contract:

A. Contract Title and Number
B. Year(s) Contract In-Effect.
C. Dollar Value.
D. Location(s) of Performance.
E. Customer Contact Information to Include:

Company or Government Agency Name
Point of Contact Name
Current Phone Number and Email Address

9.4 The past performance information submitted by an offeror shall not total more than six pages. Each of the six pages shall have margins of one (1) inch or greater on all four sides of the page. Text shall be displayed in not smaller than font size 10. The pages shall be 8-1/2" x 11" or A4 size. Any attachments or enclosures to the six pages will count as part of the allowable six pages. If an offeror submits past performance information in excess of six pages, only the first six pages will be considered.

9.5 The Government will evaluate the offeror's past performance by considering the subfactor described below to determine the degree in which the offeror demonstrates its ability to meet the requirements of the solicitation. Evaluation of past performance will be a subjective assessment based on consideration of all relevant facts and circumstances.

A. Size and Scope: The Government will evaluate the offeror's past performance to determine if the offeror has performed similar work of the size and scope that will be required under the proposed contract.

B. Quality: The Government will evaluate the offeror's past performance to determine if the offeror has complied with contract requirements in terms of standards of good workmanship and service.

C. Timeliness of Performance: The Government will evaluate the offeror's past performance to determine if the offeror has complied with contract delivery schedules.

D. Customer Satisfaction: The client's satisfaction with the final product/service.

(b) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an amendment to the solicitation.

(c) Completion and Submission to the Government

The completion and submission to the Government of the above items will constitute an offer (proposal) and will indicate the offeror's unconditional assent to the terms and conditions in this solicitation and in any listed attachments. Offerors are cautioned to consult with the contracting officer before submitting an offer that takes exception to any term or conditions of this solicitation. The Government reserves the right to permit offerors to revise their proposals.

(d) Contract award. The Government reserves the right to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(e) 52.212-1 (Data Universal Numbering System (DUNS) Number: DUNS number registration is required for performance under this contract. Contractors must include a DUNS number validated by Dun & Bradstreet when submitting their proposals. Visit the Dun & Bradstreet Homepage at http://www.dnb.com/us/ to find your country's Dun & Bradstreet web page.

(f) CAGE and NCAGE Code Registration: The CAGE Code is a five-position alphanumeric code that identifies contractors doing business with the Federal Government, NATO member nations, and other foreign governments. The CAGE Code is used to support a variety of mechanized systems throughout the government and provides for a standardized method of identifying a given facility at a specific location. Foreign registrants in CCR must have a NATO Commercial and Governmental Entity (NCAGE) Code assigned. Contractors must include validated NCAGE information when submitting their proposals. If your organization does not already have an NCAGE assigned, for most countries you can obtain one by connecting to http://www.dlis.dla.mil/Forms/Form_AC135.asp.

(g) Central Contractor Registration (CCR): A vendor must be registered in the DoD Central Contractor Registration Database (CCR) prior to award of this contract. Vendors must register on a one-time basis, and annually confirm accuracy and completeness of registration information. In order to register for CCR, contractors require a Commercial and Government Entity (CAGE) Code or NATO CAGE Code (foreign contractors) as well as a Data Universal Numbering System (DUNS) number. Although foreign contractors performing outside the U.S. are exempt from mandatory registration in CCR, FISC Det Singapore requires contractors to register in CCR. Contractors must include validated CCR information when submitting their proposals. For detailed information regarding CCR, visit the CCR homepage: http://www.ccr.gov

(h) FACSIMILE PROPOSALS(FAR 52.215-5) (OCT 1997)

i. Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

ii. Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

iii. The telephone number for receiving facsimile equipment is: 65-6-750-2639

iv. If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document-

(a) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(b) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(c) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

AWARD CRITERIA
EVALUATION AND AWARD

1. The Government will award a contract to the responsible offeror who submits the lowest price, technically acceptable offer with acceptable or neutral past performance. To be eligible for an award, the offeror's technical proposal (i.e. Antiterrorism/Force Protection (ATFP) plan) must be determined acceptable and past performance must be acceptable or neutral based on the evaluation provisions set forth below.

(a) Technical Evaluation: The summarized Antiterrorism/Force Protection (ATFP) plan will be evaluated as follows:

ACCEPTABLE: The offeror has submitted a technical proposal that adequately explains how it will meet the requirements in the PWS to protect ship schedule information, conduct a security screening of contractor and subcontractor employees, and ensure that contractor and subcontractor personnel are recognizable by ship personnel. Recognizing that the technical proposal is a summarized ATFP, the technical proposal must provide sufficient detail so that a reviewer can reasonably determine that the submitter understands the PWS requirements in each of the three areas and has described procedures to ensure that the requirements will be satisfied.

UNACCEPTABLE: The offeror submitted a technical proposal that fails to meet the acceptable standard described above.

(b) Past Performance Evaluation: Offeror's past performance will be rated as "acceptable" or "unacceptable". The Contracting Officer will evaluate the past performance. If no past performance information is available for an offeror, the offeror will be given a "neutral" rating. The government may contact an offeror's references concerning the past performance information. Offerors whose past performance information is rated either "acceptable" or "neutral" will be considered for award. Offerors whose past performance is rated "unacceptable" will not be considered for award.

i. Each offeror's performance will be considered under existing and prior contracts for similar services. Information obtained from references listed in proposals, other customers known to the Government, and other sources of useful and relevant information may be considered.

ii An "unacceptable" rating will be given to the offeror who is, or within the past three years has been, seriously deficient in contract performance, unless the Contracting Officer determines that the circumstances were properly beyond the offeror's control or that the offeror took appropriate corrective action. Seriously deficient denotes a situation where performance did not meet some material contractual requirement that was unlikely to be resolved in a timely manner.

iii In case no past performance history is available, the contractor will be given a neutral rating for past performance. If past performance records submitted by an offeror are insufficient or not relevant to the requirement, the offeror will be given a "neutral" rating.

(c) Price Factor: The Government, through price analyses, will evaluate price(s) offered in response to the solicitation.

i. The Offeror shall complete and provide the Pricing/Fee Schedule contained in Exhibit A of the solicitation. Offerors are required to enter all unit and total prices for the Base Period and Option Period CLINs/SUBCLINs.

ii. The Government will only evaluate prices for proposals having **"acceptable"** technical proposals and past performance. Proposals that are determined to have "**unacceptable"** technical proposals or past performance will not be evaluated for price.

iii. Price analysis will be performed to evaluate the price proposals to determine whether they are fair and reasonable and balanced. Price analysis will be performed in accordance with FAR 15 and also comparison of proposed prices received in response to the solicitation.

iv. The Government may determine that an offer is unacceptable if any CLIN or SUBCLIN extended line item price is not included in the proposal.

(d) Contract Award: Through the above evaluation, the Government will award a contract resulting from this solicitation to the responsible offeror who submits the lowest total price, technically acceptable offer with acceptable or neutral past performance.

Single Award For All Items (JAN 1999) (NAVSUP): Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire requirement may be determined to be unacceptable.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00003	17-Apr-2011	N4034509RCSG0007	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
US FLEET AND INDUSTRIAL SUPPLY CENTER (CODE 200) HONG KONG SITE PSC 464 BOX 20 FPO AP 96522-0020	N62649	FISC DET SINGAPORE DETACHMENT SINGAPORE PSC 470 BOX 2150 FPO AP 96534-2150	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-10-D-0002
	X	10B. DATED (SEE ITEM 13) 06-Nov-2009
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzdtl011114488
This modification is to change the sequent of of the modification number A00001 to P00003

All other terms and conditions remain unchanged

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) SENIOR PROCUREMENT AGENT TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
_____ (Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED
17-Apr-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	30-Nov-2010	N4034509RCSG0007	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	FISC DET SINGAPORE DETACHMENT SINGAPORE PSC 470 BOX 2150 FPO AP 96534-2150	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-10-D-0002
	X	10B. DATED (SEE ITEM 13) 06-Nov-2009
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
In accordance with the provisions of the contract

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssnk01114400

1. The purpose of this modification is to exercise Option Year I of the above contract for husbanding services, Hong Kong in accordance with the contract under Section Overview, Paragraph 4 - Duration of the contract that states the contract is for a period of twelve (12) months with an Option period of twelve (12) months.

2. As a result of this modification, the estimated total contract value is increased from US$988,888.80 by US$988,888.80 to a new estimated total of US$1,977,777.60.

3. The period of performance of the option period is from 1 Dec 2010 through 30 Nov 2011.

4. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 30-Nov-2010

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84
003569

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The order period end date has changed from 12-Dec-2010 to 30-Nov-2011.
The order period start date has changed from 13-Nov-2009 to 01-Dec-2010.

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 1001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2009 TO 30-NOV-2010	N/A	SEE SCHEDULE REQUIRING ACTIVITY SEE SCHEDULE SEE SCHEDULE AP 96534 FOB: Destination	A00000

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2010 TO 30-NOV-2011	N/A	SEE SCHEDULE REQUIRING ACTIVITY SEE SCHEDULE SEE SCHEDULE AP 96534 FOB: Destination	A00000

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	23-Feb-2010	N4034509RCSG0007	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	FISC DET SINGAPORE DETACHMENT SINGAPORE PSC 470 BOX 2150 FPO AP 96534-2150	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-10-D-0002
	X	10B. DATED (SEE ITEM 13) 06-Nov-2009
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nysjll011010566

1. The purpose of this modification is to correctly report all IDTCs over $100K by annotating/checking to be shared in SPS.
2. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) SUPERVISORY CONTRACT SPECIALIS TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 23-Feb-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
A00001	15-Apr-2011	N4034509RCSG0007	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
US FLEET AND INDUSTRIAL SUPPLY CENTER (CODE 200) HONG KONG SITE PSC 464 BOX 20 FPO AP 96522-0020	N62649	FISC DET SINGAPORE DETACHMENT SINGAPORE PSC 470 BOX 2150 FPO AP 96534-2150	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-10-D-0002
	X	10B. DATED (SEE ITEM 13) 06-Nov-2009
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Additional Ordering Officer Appointment by FAR 43.103(a)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzdtl011114377

1. This modification is to reflect the additional delegation of ordering authority for the Hong Kong Husbanding Services Contract _ N40345-10-D-0002.

2. Lt Tyheem Sweat, SC, USN, Supply Officer of COMSUBGRU7, Japan has also been appointed as Ordering Officer.

3. Terms and conditions of this additional Order Officer delegation remain unchanged under paragraph 13 of this contract.
Pls. see attached summary highlighted in Yellow for the changes.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) SENIOR PROCUREMENT AGENT TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
_____ (Signature of person authorized to sign)		(Signature of Contracting Officer)
		16C. DATE SIGNED 14-Apr-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: N4034510RCSG0011

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-10-D-0001	03-Nov-2009		N40345-10-R-0011	28-Oct-2009

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)*

8. OFFER DUE DATE/LOCAL TIME: 12:00 PM 02 Nov 2009

9. ISSUED BY CODE N40345

FISC DET SINGAPORE
DET SINGAPORE
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: NAICS:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/ OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE. LTD.
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$19,678,692.00 EST

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE
- [ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED: 03-Nov-2009

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) Contracting Officer

TEL: (b)(6), (b)(7)(C)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot	$19,678,692.00	$19,678,692.00 EST

Husbanding Services BIMET
FFP
Base Period: 11 months.
See Attached Exhibit A for a complete listing of all CLINs and subCLINs under this CLIN.
All prices are in US Dollars.
FOB: Destination
MILSTRIP: N4034510RCSG0011
PURCHASE REQUEST NUMBER: N4034510RCSG0011

NET AMT $19,678,692.00 (EST.)

ACRN AA $19,678,692.00
CIN: N4034510RCSG00110001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9001			Lot		$0.00

Exhibit A - ELIN's
FFP
FOB: Destination

NET AMT $0.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
9001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 03-NOV-2009 TO 30-SEP-2010	N/A	SEE SCHEDULE . SEE SCHEDULE SEE SCHEDULE MD FOB: Destination	
9001	POP 03-NOV-2009 TO 30-SEP-2010	N/A	N/A FOB: Destination	

OVERVIEW OF CONTRACT

1. OBJECTIVE - The objective of this contract is to husband U.S. Navy ships visiting Brunei, Indonesia, Malaysia and East Timor.

2. SCOPE

2.1. This contract is for Husbanding Services (HS). It is to provide services and supplies requested by the ships while in port.

2.2. The contract may be subdivided into Lots. Lots may be for individual Ports or they may include several Ports under one Lot. For this contract:

Lot A – the port of Muara, Brunei
Lot B – the port of Bali, Indonesia
Lot C – the port of Jakarta, Indonesia
Lot D – the port of Surabaya, Indonesia
Lot E – the port of Kota Kinabalu, Malaysia
Lot F – the port of Kuantan, Malaysia
Lot G – the port of Lumut, Malaysia
Lot H – the port of Penang, Malaysia
Lot J – the port of Port Klang, Malaysia
Lot K - all other ports of Brunei, Indonesia and Malaysia (BIM).
Lot L – all ports of East Timor
Lot M – OOTW for all locations of BIMET

2.3. The individual HS items provided under this contract are listed in Exhibit A, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).

2.4. There is also a requirement to assist the ship in obtaining unforeseen additional items relating to husbanding of the ship in port.

2.5. The holder of this contract is a US Navy contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price Requirements contract. The Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services.

4. DURATION OF CONTRACT - This contract is for 11 months commencing 03 Nov 2009 through 30 Sep 2010.

5. CONTRACT USERS

5.1. Mandatory Users - U.S. Navy ships visiting locations covered under this contract are required to use this contract if HSs are requested (with the exceptions noted below).

5.2. Optional Users - The following types of U.S.ships are not required to use this contract but may use it if desired. The Contractor is obligated to provide the service or supply at the same rates listed in The Schedule:

- Military Sealift Command Ships (USNS)
- U.S. Coast Guard (USCG) Ships
- U.S. Army Ships
- Department of Defense (DOD) Chartered Ships
- U.S. Government personnel conducting business in locations under this contract.

5.3. Exceptions: The Government has the choice to use or not use this contract under the following types of situations:

- During U.S. Military Exercises or Operations.
- When Host Nation provided support is available.
- When U.S. Government owned supplies or services are available.
- When ship repair work is being done in conjunction with the Port Visit.

6. MULTIPLE SHIP VISITS - The contractor is required to be able to simultaneously husband a maximum of fifteen ships at one time.

7. ESTIMATED QUANTITIES - The number of ship visits and required services or supplies are only estimates. There is no guarantee that the government will meet or exceed the estimates. The ship is not obligated to use all items in The Schedule.

8. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support if available, then local Port Authorities, or finally provide it themselves to include subcontractors. The Schedule lists what items are available through HN and Port Authorities.

9. RESERVED - MILITARY SEALIFT COMMAND (MSC)

10. RESERVED - SHIPYARDS

11. OTHER PERSONNEL – Other U.S personnel conducting business at locations covered by this contract may order off of the contract without incurring Management Fees. These orders do not involve continuous management husbanding services and are for items such as vehicles and phones.

12. CORRESPONDENCE IN ENGLISH - All correspondence will be in English.

13. STANDARDS FOR PROFESSIONAL SERVICES

13.1. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and

licensed in their relevant area.

13.2. The Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

13.3. The Contractor is responsible for ensuring that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

13.4. The Contractor will ensure that subcontractors comply with these requirements.

13.5. The Contractor is reminded that it must comply with all applicable laws and regulations pertaining to Ethics and Standards of Conduct. The Contractor shall refrain from providing gratuities, upgrades, entertainment, food, parties and any other prohibited item.

14. HEIGHTENED VIGILANCE - The contractor has an obligation to be alert at all times in order to contribute to the protection of the ship and its crew. The contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The contractor also has an obligation to report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

15. CONTRACTOR PROVIDED EQUIPMENT - All vehicles, watercraft, and equipment provided under this contract must be in sound mechanical condition, be in compliance with local laws, meet all local safety standards, and have all required current certifications and insurance.

16. RESERVED - GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM)

17. CONTRACT PRICING

17.1. Contract Currency – All contract prices are in United States Dollars (US$).

17.2. Fixed Price - Prices are firm-fixed-price per unit and are inclusive of all costs.

17.3. Port Tariff (PT) or other controlled prices - (Exhibit B - Port Tariffs) Items listed as PT where a port or local government type organization controls the price will be paid at the current published rates. For example, if a port provides the Tug boat then the Contractor can only charge the U.S. Government what was charged for the Tug by the port.

17.4. Prices are all inclusive

17.4.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

17.4.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes transportation of equipment and charges for the use of cranes or forklifts for placement of equipment on or off ships.

17.4.3. Repositioning equipment. All repositioning of equipment shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

17.4.4. Local government taxes are included in the unit cost when applicable.

17.5. Time Calculations. Several services are based on hourly or daily rates. Time will begin being measured once the equipment is along side the vessel and capable of operations or is in staging areas as required by port operations.

18. ORDERING ITEMS ON CONTRACT

18.1. Authorized Ordering. Only Authorized Government Representatives (AGRs) can place orders against this contract. AGRs for this contract are;

- Warranted ship Supply Officers (SUPPOs) of the ship visiting the port.
- FISC Logistics Support Center (LSC) personnel authorized to issue Logistics Requirements (LOGREQs)
- Any FISC Yokosuka (including Sites/Detachments) warranted Contracting Officer or their authorized representative.

18.2. Written Orders. All requests for Services and Supplies must be documented by an AGR with a written Task or Delivery Order using a SF 1449 or DD Form 1155. Orders should be given as soon as possible but no later than 48 hours prior to ship arrival.

18.3. Oral Orders. AGR oral orders are authorized for less than $100,000.00. Written confirmation of the oral order must be provided to the Contractor within ten (10) working days.

18.4. LOGREQ Orders. Issuance of a LOGREQ shall constitute placement of an order. The AGR will need to confirm the LOGREQ order with a Task or Delivery Order prior to invoicing.

18.5. Short Notice Orders. Occasionally, there may be short notice orders of less than 24 hours which the Contractor should support if possible. If the Contractor cannot support these requirements then AGR may solicit other companies to perform the work.

18.6. Method of Ordering. Orders may be issued by phone, facsimile or by E-mail.

19. ORDERING NON-CONTRACT ITEMS

19.1 Non-Contract items may be requested using standard procurement procedures. Once requested, the contractor will assist in obtaining the item.

19.2. The contractor will provide a separate invoice for all Non-Contract Items and will include supporting documentation to the ship SUPPO for payment. Specifically, a Written Order with fund cite, sufficient dollar amount, and government acknowledgement of services performed.

20. CANCELLATIONS

20.1. Orders may be cancelled orally or in writing. Oral cancellations will be followed-up with a written confirmation to the Contactor within ten (10) working days.

20.2. An order may be cancelled 24 hours before the start of the service or delivery of the supply item and the government will not be liable for any charges. For an order not cancelled at least twenty-four (24) hours in advance, the AGR is responsible for cancellation costs to be negotiated under the "Termination for the Government's Convenience" (FAR 52.212-4 (1)) section included in this contract. In all cases, the HS contractor is responsible for mitigating any damage or termination costs incurred because of the cancellation.

20.3. In extreme cases where an order was cancelled 24 hours in advance but the contractor incurred costs because the item had to be ordered early due to a long lead time, then the Contractor may request reimbursement of those costs. This will also be negotiated under the FAR 52.212-4 (1) clause.

21. PAYMENTS

21.1. The ship SUPPO or Disbursing Officer will pay all bills prior to ship departure with the exceptions listed below.

21.2. The Contractor shall prepare the invoice with supporting documentation for contract items and present it to the ship SUPPO with sufficient time prior to departure to allow payment. The Contractor will estimate usage for PT or To Be Determined (TBD) items if not known. The ship will pay the invoice using a U.S. Treasury check, cash, or credit card.

21.3. Credit Cards - The contractor must accept the U.S. Government Commercial Purchase Card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPR is MasterCard.

21.4. In some cases, such as where the ship had to depart early or bills came in after the ship departed, NRCC Singapore will pay unpaid invoices (for U.S. Navy ships only). However, it is the Contractor's responsibility to ensure that the proper information is on the invoice and supporting documentation is provided. The Contractor must contact the ship to get missing information.

22. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

BN	Bin
DY	Day
EA	Each
GL	Gallon (3.785 Liters)
HR	Hour
JB	Job
LO	Lot
MTON	Million Ton
NSP	Not Separately Priced
PK	Packet
PT	Port Tariff
TBD	To Be Determined
TP	Trip

23.DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any supply or service.

- CAMELS: See Fenders

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the period of the contract. The base period is zero (0). (For example a base

period would be 0XXX.) The second digit indicates the Lot number. (For example Lot 1 would be XAXX, Lot II would be XBXX). The third and fourth digits are the service or supply item number. (For example XX01 is the first item, XX02 is the second item, and so forth.) If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX12 for Force Protection could be divided into XX12AA for Beach Guard Office and XX12AB for Dive & Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract, place an order, or obligate funds.

- DAY: A calendar day.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge. Commercial or commonly used self-fendering devices normally consist of car and/or truck tires. These may not be sufficient for U.S. Navy purposes. The Contractor is to inform visiting vessel/s of this fact so that additional yokohama type pneumatic fenders may be ordered when and if required.

- FORCE PROTECTION (FP). Security measures to protect a ship and their crew from dangerous situations such as terrorist actions. FP includes taking as many steps as possible to deter an attack. The HS contractor is responsible for contract FP items.

- GARBAGE: See Attachment 2 - Refuse Definitions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL: Items fully transferred to the Contractor’s control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Government tax is a levy on goods and services made in the local country. The tax rate will vary from with the location. U.S. Navy is usually exempt from Government Taxes.

- HOST NATION: The country which is being visited by the U.S. ship.

- HUSBAND: To provide all supplies and services requested by a ship during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other contractors work with the ship, assisting with Non-Contract item requests, and generally taking care of all the needs of the ship and personnel on board. It should utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION:

    -- Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.
    -- Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- POINT OF CONTACT (POC): A designated individual who is responsible for an item and is a single interface. The individual must be knowledgeable of the item and be able to answer questions and make decisions or obtain a decision when required.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities or other government type organizations where the price is pre-established and controlled. Examples are pilot services, tugs, security guards, and potable water. The Contractor has no control over the price and the ship will pay the prevailing rate at the time of service.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- "RESERVED": An item not used in this contract.

- RUBBISH: See Attachment 2 – Refuse Definitions.

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and is authorized to sign contracts and place orders.

- TRASH**:** See Attachment 2 – Refuse Definitions.

24. CONTRACTOR REPRESENTATIVE – The Government shall contact the following Contractor person(s) for prompt contract management:

Name of Individual: Mr. Leonard G. Francis

Title of Individual: Executive Group Chairman/President

Mailing Address: 15D Pandan Road

Tel No. (Work): (65) 62685300

Fax No. (Work): (65) 62707240

Mobile: (65) 97983155

E-mail address: Leonard@glennmarinegroup.com; glenncom@glennmarinegroup.com

STATEMENT OF WORK

TASKS: The Contractor shall perform the following tasks when ordered by an AGR.

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 1 – Classifications of Navy Ships)

1.1 PRE-ARRIVAL HUSBANDING DUTIES.

1.1.1. The Contractor shall start communicating with the ship upon confirmation of ship's arrival and receipt of LOGREQ to coordinate requirements. The Contractor shall info copy FISC DETACHMENT SINGAPORE LSC all communications between the ship and themselves.

1.1.2. The Contractor shall order requested services and supplies.

1.1.3. The contractor shall furnish to each ship and FISC Det Singapore Contracting Officer a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether prepriced in the contract or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship within 24 hours after receipt of the LOGREQ but no later than 24 hours prior to the ship's arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs.

1.1.3. These estimates shall be provided for all US Navy, Military Sea-lift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.4. The LOGREQ cost estimate does not replace the Husbanding Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché' at the U. S. Defense Attaché Office.

1.1.5. For Brunei and East Timor, specifically, the Contractor shall provide inputs for LOGREQ reply to FISC DETACHMENT SINGAPORE LSC within 24 hours after receipt of LOGREQ but no later than 24 hours prior to the ships arrival.

1.1.6. The Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

1.1.7. The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements. For example, the HS Contractor would coordinate Provisioning contractors delivery dates, times, forklifts, cranes, stevedores, inspections, or any other item needed for them to perform their work at the berth.

1.1.8. The Contractor shall assist the ship's Advance Party to include planning and coordination meetings.

1.2. POST-ARRIVAL HUSBANDING DUTIES

1.2.1. The Contractor shall Husband the ship when at the berthing location.

1.2.2. The Contractor shall install all equipment upon ship arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The Contractor shall brief the designated ship representative about Contractor provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. Also, the contractor will provide their POC information with 24 hour contact phone numbers.

1.2.5. The Contractor shall provide a copy of The Schedule and SOW to the SUPPO.

1.2.6. Money Exchange Services:

1.2.6.1. The Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. This Official Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.6.2. Moneychangers: The Contractor shall arrange for authorized moneychangers to exchange ship personnel U.S. dollars with local currency. The moneychangers may include a nominal commission of no more than plus or minus 1.5% difference from the Official Rate above.

1.2.7. Laundry Services:

1.2.7.1. The contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure.

1.2.7.2. The Contractor shall assist in resolving vendor billing discrepancies.

1.2.8. Interpreter Services: The Contractor shall provide interpreter services using personnel fluent in both the local language and English.

1.2.9. Mail Delivery Services: The Contractor shall provide mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

1.2.10. Moral Welfare and Recreation (MWR) Services:

1.2.10.1. The Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) contractor servicing the ship.

1.2.10.2. If an ITT contract has been awarded which covers this Port location then the HS Contractor must refer all MWR requests to the authorized ITT contractor. If awarded, the ITT contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

1.2.11. The Contractor shall continue to coordinate with other US government contractors in performing their required services after ships arrival. This includes passing orders and coordinating delivery requirements. Any disputes or discrepancies arising from the order will be resolved directly between the ship and the other contractor(s) with assistance from the HS Contractor.

1.2.12. The Contractor shall assist ship personnel with immigration and customs requirements into their country. This includes providing Visa and Customs application forms. The Contractor shall contact the ship prior to arrival to ascertain how many personnel will require assistance.

1.2.13. The Contractor shall facilitate the ship's timely departure.

1.2.13.1. The Contractor shall provide a timely cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.13.2. The Contractor must obtain a written receipt from an authorized ship personnel accepting all services or supplies provided.

1.2.13.3. The Contractor shall remove all provided equipment.

1.3. PRE-SAILING VISIT: The Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor's best estimate and an adjustment will be made later.

1.3.1. The Contractor shall also provide any invoices for port tariff items which have been completed for certification by the ship's Supply Officer.

1.3.2. Copies of all invoices presented to the ship shall be provided to the Contracting Officer, FISC Det Singapore, withing five working days from the departure of the visiting vessel.

1.3.3. The Contractor shall also provide any invoices for all port tariff items based on Contractor's best estimate for certification by the Ship's Supply Officer. The ship shall provide payment for the port tariff items to the Contractor based on the estimate along with their payment for other port services provided and received during the port visit.

1.3.4. In the event of overpayment by the ship to the contractor, based on cost overestimation, the contractor shall remit advice of credit /refund actions through the Contracting Officer to assist in the completion of the port visit reconciliation.

1.4 ARRANGING SUPPLIES AND SERVICES

1.4.1. When requirements exist for items not priced in the Schedule of Supplies and Services, the Contractor shall assist the Supply Officer of the vessel in obtaining information from, and delivering information to, reliable sources for these items by identifying responsible sources, performing market surveys, providing pricing information from at least three sources whenever feasible, and delivering Government orders. In obtaining or delivering this information, the Contractor shall inform the potential sources that it is solely obtaining and delivering information for the U.S. Navy, and is not entering into any contractual commitment. The information obtained shall be submitted to the ship's Supply Officer who shall issue appropriate contractual documents and courtesy copy to FISC Det Singapore Contracting Officer. The Contractor shall deliver to the vendor the Supply Officer's or FISC Det Singapore Contracting Officer's order to purchase the supplies or services. This order shall be in writing (facsimile and electronic transmission included) and signed by the Supply Officer or Contracting Officer specifying the price, item(s), quantity, and delivery requirements of the order. The Contractor shall facilitate receipt of the items by the ship. The Contractor is not required to arrange unofficial requirements or personal requests from individual crewmembers. In certain cases (i.e. Fuel, FFV, Bread and Eggs) the contractor shall use the SOWs furnished herein when arranging supplies and services.

1.4.2. In the event the above process cannot be followed by the Supply Officer, the Contractor is still responsible for promoting competition to the maximum extent practicable to obtain supplies and services from the source whose offer is the most advantageous to the Government. In addition, if the supply or service required is greater than $3,000, the Contractor shall provide information on the results of competition conducted by providing: name of the sources contacted, amount of each offer received (indicating the items ordered, quantity, unit price and total price) and rational for decision. This information must be provided to FISC Det Singapore Contracting Officer during the ship visit or no later than 5 days after the ship's departure from the visited port. The Contractor's responsibility to promote competition as indicated in this paragraph will be evaluated based on the criteria established in the Overview of Contract, paragraph 13, Standards for Professional Services; sub-paragraph 13.1.

1.5. FRESH FRUITS AND VEGETABLES (FF&V), BREAD, EGGS, AND OTHER SUBSISTENCE ITEMS

1.5.1. When requested by the ship, the husbanding contractor shall assist in arranging for the timely provision of FFV, Bread and Eggs and other subsistence items. FFV shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using nightsoil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. Bread and Eggs must be from approved sources and must be in accordance with Quality Assurance Provisions in Attachment 9. The husbanding services contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars (Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Any delivery charges shall already been part of the price and should not be shown separately.

1.5.2. In all cases where the total cost of FFV and subsistence items received by a ship exceeds $10,000.00 for a port visit, the contractor, in addition to the CRAFT reports, shall submit a report via e-mail to FISC Det Singapore Contracting Officer within 5 (five) days after the visit. The report shall provide a breakdown of the FFV and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the contractor shall provide copies of all quotes obtained.

1.5.3. The husbanding contractor is responsible for ensuring that the sources recommended to the ship's SUPPO for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Corps. A listing of approved sources is available via the U.S. Army Veterinary Command (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection can be obtained from FISC Det Singapore. The U.S. Army Veterinary Command requires 90 days advance notice to arrange for inspection of new facilities.

1.5.4. Husbanding contractors shall consider this requirement for inspection of sources when recommending or selecting suppliers of subsistence items. Under no circumstances should the contractor recommend or offer for acceptance subsistence items from non-approved sources.

2. RESERVED (Not to be used.)

3. BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable fendering to prevent damage to the ship and a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The Contractor shall place fenders between the breasting barge and the ship.

3.3. The Contractor shall provide a barge to use as a fender or as part of a fendering system between the ship and the pier or between other ships. The barge shall have a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. BROW (CLIN XX04)- The Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not damage the surface of the pier.

5. CAMELS (CLIN XX05) - The Contractor shall provide camels as fenders for the ship.

6. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX06)

6.1. The Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

6.2. The Contractor shall pump sewage from the ship to Contractor provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

6.3. The Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

6.4. The contractor shall provide CHT hoses of sufficient length from contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6.5. When collection of CHT is done via barge, the Contractor shall provide a barge with suitable fendering to prevent damage to vessel and a minimum of four (4) mooring lines to secure alongside the ship.

6.6. The Contractor shall properly dispose of all sewage.

7. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX07)

7.1. The Contractor shall arrange for landlines to be installed aboard the ship.

7.2. The Contractor shall provide fully charged, mobile hand phones with chargers capable of using dual voltage.

7.3. The Contractor shall provide activation, long distance accounts, and airtime for land and mobile hand phones.

8. CRANE (CLIN XX08) **-** The Contractor shall provide cranes with operators, required assistant personnel, and support equipment such as slings, lifting bars, and nets. When ordered, the Contractor is required to provide mobile crane services (shore crane and floating crane) with operator. The Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

9. DOCKAGE AND WHARFAGE (CLIN XX09)

9.1. The Contractor shall provide pier and wharf usage for the ports of Indonesia.

9.2. The contracting officer or any authorized Government official otherwise having authority to order supplies and services under the contract has no authority to order Dockage and Wharfage space under the contract at ports in Malaysia or Brunei. This restriction of authority applies regardless of whether the Dockage and Wharfage space is ordered under a specific contract line item or through the contract's provisions for ordering otherwise unspecified supplies and services. The Husbanding Service Contractor shall not be reimbursed, paid, or otherwise compensated for any costs associated with or resulting from any order for Dockage and Wharfage space for a port in Malaysia or Brunei.

9.3. The contracting officer or an authorized government official may direct the Husbanding Service Contractor to request that the appropriate local authority provide Dockage and Wharfage space at a port in Malaysia or Brunei for the U.S. Government's use at no cost to the U.S. Government. If the Husbanding Service Contractor receives a response that the requested Dockage and Wharfage space is available for use by the U.S. Government at no cost to the U.S. Government, the Husbanding Service Contractor shall reserve or otherwise arrange for use of the space and notify the contracting officer or authorized

government official that directed the Husbanding Service Contractor to submit the request. If the Husbanding Service Contractor receives a negative response from the cognizant authority, thereby indicating that there is a cost or expense associated with use of the space by the U.S. Government, the Husbanding Service Contractor shall notify the contracting officer or authorized government official that directed the Husbanding Service Contractor to submit the request. The Husbanding Service Contractor shall perform the tasks included in this paragraph (9.3) as part of its responsibilities under the Management Services CLIN.

10. FENDERS (CLIN XX10) **-** The Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

11. FLEET LANDING (CLIN XX11)

11.1. The Contractor shall provide a Fleet Landing site at designated piers in Indonesia. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct FP operations.

11.2. The contracting officer or any authorized Government official otherwise having authority to order supplies and services under the contract has no authority to order Fleet Landing space under the contract at ports in Malaysia or Brunei. This restriction of authority applies regardless of whether the Fleet Landing space is ordered under a specific contract line item or through the contract's provisions for ordering otherwise unspecified supplies and services. The Husbanding Service Contractor shall not be reimbursed, paid, or otherwise compensated for any costs associated with or resulting from any order for Fleet Landing space for a port in Malaysia or Brunei.

11.3. The contracting officer or an authorized government official may direct the Husbanding Service Contractor to request that the appropriate local authority provide Fleet Landing space at a port in Malaysia or Brunei for the U.S. Government's use at no cost to the U.S. Government. If the Husbanding Service Contractor receives a response that the requested Fleet Landing space is available for use by the U.S. Government at no cost to the U.S. Government, the Husbanding Service Contractor shall reserve or otherwise arrange for use of the space and notify the contracting officer or authorized government official that directed the Husbanding Service Contractor to submit the request. If the Husbanding Service Contractor receives a negative response from the cognizant authority, thereby indicating that there is a cost or expense associated with use of the space by the U.S. Government, the Husbanding Service Contractor shall notify the contracting officer or authorized government official that directed the Husbanding Service Contractor to submit the request. The Husbanding Service Contractor shall perform the tasks included in this paragraph (11.3) as part of its responsibilities under the Management Services CLIN.

12. FORCE PROTECTION (CLIN XX12)

12.1. General: (CLINs XX01 & XX02) The Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The contractor must develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchor. The contractor must coordinate all aspects of FP planning with Port Authorities, HN agencies, and U.S. Embassy security staff. If the HN is supplying FP assets the contractor must verify they are available and are scheduled to show up on time. The Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

12.1.1. Access Points: The Contractor shall establish a single entry and exit point to the pier area.

12.1.2. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

12.1.2.1. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be

standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

12.1.2.2. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

12.1.3. Access Lists: The contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

12.1.3.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

12.1.3.2. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

12.1.3.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

12.1.4. Inspections. The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

12.1.5. Stand-Off Distances:

12.1.5.1. Objects: The Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.1.5.2. Unloading Zones: The Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship or to the maximum extent practicable.

12.1.6. Warning Signs: The Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

12.1.6.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. A clear warning must be given that the use of deadly force may be authorized by the local security guards or police force.

12.1.6.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area & Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

12.2. Non-Contract FP Measures: The contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC DETACHMENT SINGAPORE KO. The Contractor must explain what the FP service will entail and why it is being required. The KO will coordinate this requirement with appropriate FP personnel at FISC DETACHMENT SINGAPORE, COMLOGWESTPAC and the U.S. Embassy. Once a decision is made then the contractor will be either authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

12.3. Beach Guard Office or Tent (CLIN XX12AA)

12.3.1. The Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ships personnel while performing security checks on personnel, baggage, and vehicles.

12.3.2. The office or tent will be large enough to accommodate a minimum of 5 people. Tents will have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions. The office or tent shall be well lighted and identified for its intended use. The contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 lb, CO_2 fire extinguisher will be provided and kept fully charged.

12.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

12.4. Dive and Vetting Operations (CLIN XX12AB)

12.4.1. The Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

12.4.2. The pier will be vetted prior to the ships arrival.

12.4.3. The Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

12.4.5. The Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

12.5. Floating Perimeter (CLIN XX12AC, XX12AD, AND XX12AE)

12.5.1. General:

12.5.1.1. The Contractor shall provide a Floating Perimeter (FPM) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FPM is to establish a visual reference final

demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FPM is not designed to stop approaching unauthorized watercraft by fouling their propellers. Rather it is to help identify a safe standoff zone.

12.5.1.2. The size of the perimeter will depend on the class of ship. Pierside, the FPM should be positioned 400 feet (125 meters) fore and aft of the ship and 400 feet (125 meters) out into the water from the ship. If sufficient space is not available then the perimeter will be positioned as far as possible from the ship. At anchorage, the FPM will be positioned 400 feet (125 meters) outside the swing radius of the ship.

12.5.2. Floating Perimeter Continuous Line (CLIN XX12AC) - The Contractor shall provide a Continuous Line FPM in accordance with Attachment 3 – Floating Perimeter.

12.5.3. Floating Perimeter Buoy System (CLIN XX12AD and XX12AE) - The Contractor shall provide a Buoy System FPM in accordance with Attachment 3 – Floating Perimeter.

12.6. RESERVED – (Perimeter Fencing) (CLIN XX12AF)

12.7. Physical Security Barriers (CLIN XX12AG THRU XX12AK)

12.7.1. The contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

12.7.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used. As well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

12.7.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zig zag patterns to control the speed of access.

12.7.4. A personnel entry point must be established through the barriers.

12.7.5. Barriers may also be used to seal off secondary Port gates.

12.7.6. All barriers must be placed prior to a ships arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

12.8. Picket Boats (CLIN XX12AL)

12.8.1. The Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

12.8.2. The Contractor shall comply with Attachment 4 for picket boat operations.

12.9. RESERVED – (Portable Latrine) (CLIN XX12AM)

12.10. Portable Lighting (CLIN XX12AN)

12.10.1. The Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Ports installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship.

12.10.2. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

12.11. Security Guards on Picket Boats (CLIN XX12AP)

12.11.1. The Contractor shall provide security guards to patrol in picket boats.

12.11.2. The Contractor shall comply with Attachment 5 for security guard operations.

12.12. Security Guards Pierside (CLIN XX12AQ) -

12.12.1. The Contractor shall provide security guards Pierside to ensure only authorized personnel, vehicles, and material are allowed into restricted areas.

12.12.2. The Contractor shall comply with Attachment 5 for security guard operations.

12.13. Two Way Radios (CLIN XX12AR) The Contractor shall provide two way radio sets capable of communicating with the ship to designated individuals.

13. FORKLIFT (CLIN XX13) **-** The Contractor shall provide forklifts with operators for loading and unloading operations.

14. FUEL (CLIN XX14)

14.1. Normally, fuel is provided by the HN or by other U.S. Navy bunkering contracts. However, if those sources are not available then the HS contractor may provide the fuel through local companies.

14.2. The Contractor shall provide fuel in accordance with Attachment 6 – Fuel Specifications.

14.3. The Contractor shall provide a fuel barge or truck to transport fuel to the ship.

14.4. The Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

14.5. The Contractor shall load the ordered fuel and transport to the ship. The Contractor shall transfer the fuel from the fuel barge or truck to the ship. The Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

14.6. The Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

15. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX15)

15.1. The Contractor shall remove and dispose of garbage and trash from the ship.

15.2. The Contractor shall provide dedicated refuse bins to the ship.

15.3. If collection is done by sea, the Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship and at least four (4) mooring lines to secure alongside the ship.

15.4. The Contractor shall collect all loose refuse placed adjacent to refuse bins.

15.5. The Contractor shall immediately clean up any spilled refuse.

15.6. The Contractor shall properly dispose of all collected refuse.

16. RESERVED – (LINESBOATS) (CLIN XX16)

17. LINE HANDLERS (CLIN XX17)

17.1. The Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier.

17.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

18. RESERVED – (MANLIFT) (CLIN XX18)

19. MATERIAL HANDLING (CLIN XX19)

19.1. The Contractor shall provide material handling services for the ship. They will receive material shipped to them to include clearing customs, store the items, report the status of the items, deliver to the ship, and forward the items if unable to deliver.

19.2. The Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel.

19.3. The Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

19.4. The Contractor shall use forklifts and cranes from The Schedule.

19.5. Material Handling

19.5.1. Packages under 150 lbs (68.18 kl) will normally be priority airmailed via a government contract called WWX utilizing FEDEX, UPS, or DHL companies. The WWX contractor will bring the package into the country, clear customs, and deliver to the HS Contractor. The package might also be sent by regular airmail or by ship whereby the Contractor will have to clear the package through customs.

19.5.2. Packages over 150 lbs (68.18 kl) up to 20 tons will be sent via any commercial means but not by WWX. The Contractor will have to clear the package through customs.

19.5.3. The Contractor shall receive the package from the carrier and clear it through customs if other than WWX. Any damages must be noted prior to acceptance.

19.5.4. The Contractor shall store the package so that it will not be damaged.

19.5.5. The Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

19.5.6. The Contractor shall deliver the package to the ship after arrival in port.

19.5.7. The Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship.

20. RESERVED – (MISCELLANEOUS) (CLIN XX20)

21. RESERVED – (OIL BOOMS) (CLIN XX21)

22. OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX22)

22.1. The Contractor shall remove oily waste and aggregate water from the ship.

22.2. The Contractor shall pump oily waste and aggregate water from the ship to Contractor provided equipment.

22.3. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship duty engineer shall verify in writing the amount removed.

22.4. The contractor shall provide hoses of sufficient length from contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

22.5. When removal is done via barge, the Contractor shall provide a barge with suitable fendering to prevent damage to the ship and a minimum of four (4) mooring lines to secure alongside the ship.

22.6. The Contractor shall properly dispose of all oily waste and aggregate water.

23. PAINT FLOAT (CLIN XX23)

23.1. The Contractor shall provide paint floats to hold personnel painting the ship.

23.2. The paint float deck shall be between two (2) to three (3) meters above the waterline and the scaffolding shall be no higher than 3.5 meters from the deck.

23.3. The ship is responsible to secure the paint float to the ship if rented for more than one day.

24. PILOTS (CLIN XX24) - The Contractor shall provide pilots to navigate the ship to and from the berthing locations.

25. POTABLE WATER (CLIN XX25) - The Contractor shall deliver fresh, potable water to the intake hose of the requesting ship in accordance with Attachment 7 – Potable Water Specifications.

26. RESERVED – (PRATIQUE) (CLIN XX26)

27. RESERVED – (REEFER CONTAINER) (CLIN XX27)

28. RESERVED – (SHORE POWER) (CLIN XX28)

29. RESERVED – (SHORE STEAM) (CLIN XX29)

30. RESERVED – (STEVEDORES) (CLIN XX30)

31. RESERVED – (TENT WITH EQUIPMENT FOR SPECIAL EVENTS) (CLIN XX31)

32. TRANSPORTATION VEHICLES (CLIN XX32)

32.1. The Contractor shall provide vehicle service with drivers for official government business.

32.3. The Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

32.4. The Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

32.5. The Contractor shall provide drivers who can speak and understand English clearly.

32.6. The Contractor shall provide only vehicles with air conditioning.

32.7. The Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

32.8. The Contractor shall return all items left in rental vehicles to the ship's SUPPO or to FISC DETACHMENT SINGAPORE LSC if the ship has departed.

32.9. The Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

33. TUGS (CLIN XX33)

33.1. The Contractor shall provide tugs to bring ships to and from berthing locations.

33.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

33.3. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

34. WATER TAXIS (CLIN XX34)

34.1. The Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 8 – Water Taxi Specifications.

34.2. The Contractor shall return all items left in water taxis to the ship's SUPPO.

34.3. The Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times.

35. CRAFT REPORT (CLIN XX35)

35.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit C – CRAFT Report.

35.2. The report shall be submitted to the FISC DETACHMENT SINGAPORE Contracting Officer or designated representative within five working days of each ship's departure.

36. OPERATIONS OTHER THAN WAR (OOTW) AND CONTINGENCY EXERCISE/ LOGISTIC SUPPORT FEES (LOT 3) (CLIN XX36)

36.1. Operations Other Than War (OOTW), sometimes referred to as "contingencies", are defined as emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. In addition to rescue and humanitarian relief missions, military contingencies can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property; training efforts and exercises in preparation for actual contingencies shall also be included.

36.2. An exercise is defined as a prearranged, preplanned evolution being conducted between the U. S. Government and a foreign nation for Humanitarian, training, or other purpose of a specified duration. The name of the event will generally, but may not always, include the word "exercise."

36.3. Logistic Support is defined as goods and services provided in a background framework to an operation or an exercise. Logistics Support can take place in the immediate vicinity of the operation/exercise or a great distance away.

36.4. An operation can be further defined as an unplanned, real world deployment of troops for an indefinite period of time. It can include Non-combatant Evacuation Operations (NEO's).

36.5. The Navy's Husbanding Contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a country wide network familiar with the different political and commercial infrastructures, as well as cultural and language nuances where the OOTW and/or Exercise/ Logistic Support is conducted to ensure timely fulfillment of the Navy's requirements. In addition to the above, the Contractor shall furnish personnel with the following qualifications:

36.5.1. ability to speak the local language in the country of the OOTW and/or Exercise/ Logistic Support
36.5.2. capacity to travel to the OOTW or forward logistic site within 24 hours of notification
36.5.3. current innoculation records
36.5.4. possess a valid up-to-date passport.

36.6. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. The POC or his representative is there to assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The Contractor shall ensure that sufficient personnel are available at each support location to effectively perform all necessary tasks. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

36.7. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the Contractor's Husbanding fees and CLINS shall apply.

36.8. If an advance party arrives in a country for OOTW, the Contractor shall bill at the OOTW subsequent day rate. If the operation is on going, the Contractor shall bill the OOTW first day rate and then subsequent days. The Contractor may be required to support multiple operations at the same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the Contractor's services are ordered.

36.9. A sample of the potential list of OOTW and/or Exercise/ Logistic Support supplies and services is provided for contractor reference in Exhibit C. The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the Husbanding Contractor shall make every effort to locate at least three sources.

37. OOTW COST REPORT (CLIN XX37)

37.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for OOTW or each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The sample report format is provided in Exhibit C – CRAFT.

37.2. The report shall be submitted to FISC Detachment Singapore Contracting Officer or FISC Detachment Singapore within seven (7) working days of each ship's departure.

38. NON-CONTRACT ITEMS (CLIN XX38) – Items ordered under this CLIN shall be the cost for non-contract line items.

EXHIBITS AND ATTACHMENTS

Applicable documents, exhibits, and attachments for this contract are:

EXHIBIT NO.	DOCUMENT
A	Schedule of Supplies and Services
B	Port Tariffs
C	CRAFT Report

ATTACHMENT NO.	DOCUMENT
1	Classification of Ships
2	Refuse Definitions
3	Floating Perimeter Specifications
4	Picket Boat Operations & Specifications
5	Security Guard Operations
6	Fuel Specifications
7	Potable Water Specifications
8	Water Taxi Specifications
9	Quality Assurance Provisions (including appendices A & B)

ATTACHMENT 1
SHIP CLASSIFICATIONS (DESCRIPTION OF U.S. NAVY SHIPS BY CLASS AND TYPE)

The following are Ship Classifications:

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	7
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360
Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854
Class IV					

LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082
T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276
T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

Displacement is expressed in tons and represents fully loaded displacement.

The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

GLOSSARY OF TERMS AND ABBREVIATIONS

AGOS	RESEARCH SHIP
AGSS	RESEARCH SUBMARINE
AOE	FAST COMBAT SUPPORT SHIP
ARS	SALVAGE SHIP
AS	SUBMARINE TENDER
CG	GUIDED MISSLE CRUISER
CV	MULTIPURPOSE AIRCRAFT CARRIER (CONVENTIONALLY PROPULSION)
CVN	MULTIPURPOSE AIRCRAFT CARRIER (NUCLEAR PROPULSION)
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
FFG	GUIDED MISSLE FRIGATE
HSV	HIGH SPEED VESSEL
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCS	LITTORAL COMBAT SHIP
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LHD	AMPHIBIOUS ASSAULT SHIP (MULTI- PURPOSE)
LPD	AMPHIBIOUS TRANSPORT DOCK
LSD	AMPHIBIOUS CARGO SHIP
LSV	LOGISTIC SUPPORT VESSEL (ARMY)
HSIC	MARK V SPECIAL OPERATIONS CRAFT (1 PAIR)
MCM	MINE COUNTERMEASURE SHIP
MCS	MINE COUNTERMEASURE SUPPORT SHIP
MHC	MINE HUNTERS COASTAL
MSC	MILITARY SEALIFT COMMAND
PC	PATROL COASTAL SHIP
SSBN	BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSGN	CRUISE MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	ATTACK SUBMARINE (NUCLEAR PROPULSION)

T-AE	AMMUNITION SHIP (MSC)
T-AFS	COMBAT STORE SHIP (MSC)
T-AGOS	OCEAN SURVEILLANCE/PATROL SHIP (MSC)
T-AGS	SURVEYING/ OCEANOGRAPHIC SHIP (MSC)
T-AH	HOSPITAL SHIP (MSC)
T- AKE	DRY CARGO/AMMUNITION SHIP (MSC)
T-AKR	STRATEGIC SEALIFT SHIP (MSC)
T-AO	OILER (MSC)
T-AOT	TANKER (MSC)
T-ATF	FLEET OCEAN TUG (MSC)
WAGB	POLAR CLASS ICEBREAKERS
WHEC	HIGH ENDURANCE CUTTER
WMEC	MEDIUM ENDURANCE CUTTER

ATTACHMENT 2
REFUSE SERVICE DEFINITIONS

The following are Refuse Definitions used for this contract:

"Refuse" includes all garbage, ashes, debris, rubbish and other similar waste material, and anything else delivered to the ship, but not taken onboard due to spoilage, etc., even though such refuse was not aboard the vessel when it arrived in port. Not included are explosives and incendiary waste and contaminated waste from medical and radiological processes.

"Garbage" means animal and vegetable waste (and containers thereof) resulting from the handling, preparation, cooking, and consumption of foods. Edible, or hog food, garbage is the portion of waste food, which has been segregated for salvage.

"Ashes" means the residue from burned wood, coal, coke, and other combustible material.

"**Debris**" means grass cuttings, tree trimmings, stumps, street sweepings, rooting and construction wastes, and similar waste material.

"**Rubbish**" means a variety of unsalvageable waste material such as metal, glass, crockery, floor sweepings, paper, wrappings, containers, cartons, and similar articles not used in preparing or dispensing food. Rubbish is further subdivided into:

"**Combustible Rubbish**" which can be burned readily in an incinerator or burning pit.

"**Noncombustible Rubbish**" which cannot be burned at ordinary incinerator temperatures (800 to 1,800 degrees F.)

"**Receptacles**" or "**Containers**" means cans, drums, bins, or similar receptacles, which can be handled easily, and multiple containers, which are handled by mechanical truck-mounted hoists. A **"bin"** is defined as a standard garbage bin used for this service which can vary in size. Size will be identified in The Schedule Sub-CLINs.

ATTACHMENT 3
FLOATING PERIMETER SPECIFICATIONS

The following are Floating Line of Demarcation (FLD) Specifications used for this contract:

1. The Contractor shall provide a FLD to identify a restricted area in the water of approximately 330 feet (100 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. The FLD is to help identify a safe standoff zone.

2. The size of the FLD will depend on the class of ship. Pier side, the FLD should be positioned 330 feet (100 meters) fore and aft of the ship and 330 feet (100 meters) out into the water from the ship. If sufficient space is not available then the FLD will be positioned as far as possible from the ship. At anchorage, the FLD will be positioned 330 feet (100 meters) outside the swing radius of the ship.

3. There are two types of FLDs that are currently authorized.

    3.1. Continuous Line FLD - If allowed by the Port, the Contractor shall provide a Continuous Line FLD per the specifications listed below.

        3.1.1. The FLD must fully enclose ships at dockside or at anchorage. The FLD will have an Entry Control Point (ECP) where the FLD may be opened up when authorized watercraft require access to the ship. The Contractor will provide a boat and crew to open up and close the FLD at the ECP.

        3.1.2. Specifications:

            3.1.2.1. Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable ECP for access.Floatation devices positioned every meter on the line.

            3.1.2.2. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing strobe lights (standing at least one meter high above the water) and positioned every 75 meters along the line.

            3.1.2.3. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the FLD. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD intact at all times regardless of sea conditions. Failure of the system to remain in place may result in deductions to the invoice.

    3.2. Buoy System FLD - This is an acceptable alternative to the Continous Line FLD requirement. Some Ports may require the buoys to be temporarily moved and replaced if a commercial ship requires the water space.

        3.2.1. The Contractor shall provide a Buoy System FLD per the specifications provided below.

3.2.2. The Contractor shall provide a Buoy System FLD to identify a restricted area around ships. The purpose of the Bouy System FLD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 100 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible on both ship and shore based radar. The Picket Boats will patrol outside of this visual reference. The Buoy System FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) workboats to tend to the Buoy System FLD at all times.

3.2.3. Provide the system with weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

ATTACHMENT 4
PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

1. The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

2. The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

3. Ships at anchorage will normally require two Picket Boats.

4. The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate CLIN in the contract.

5. The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

6. The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

7. The Picket Boat will meet the following requirements:

7.1. Licensed for commercial operations by local country Department of Transportation.

7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

7.4. If a deckhand crewmember is required, only qualified personnel are used.

7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.11. Have minimum one meter high guardrails for security guard use.

7.12. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

7.11.4. Portable Spotlight

ATTACHMENT 5
SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

    1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

    1.2. Security guards may be provided through private security firms or through local police officials.

    1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

    1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

    1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pierside:

    2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

    2.2. All pierside guard services will be performed within the parameters of local Laws and Regulations.

    2.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

    2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

    2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

    2.6. The following equipment will be required as a minimum for each guard:

2.6.1. Uniform as provided by contractor or authorities;

2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. ROEs Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats:

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2 If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3 The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4 As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

ATTACHMENT 6
FUEL SPECIFICATIONS

The following are the Fuel Specifications for this contract:

SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	**Requirement**	**Text Method**
Appearance, @ 25ºC or ambient temperature whichever	Clear, bright and free of vis	D 4176 1/
Demulsification, @ 25ºC, minutes (max)	10	D 1401 2/
Density, @ 15ºC, kg/m^3 (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, ºC 50% point, ºC 90% point, ºC, (max) end point, ºC, (max) Residue º Loss, % vol., (max)	 Record Record 357ºC 385ºC 3.0	D 86 3/
Cloud Point, ºC, (max)	-1ºC	D 2500
Color, (max)	3	D1500
Flash Point, ºC, (min)	60ºC	D 93 4/
Particulate Contamination, mg/liter, (max)	10	D 5432 5/
Pour Point, ºC, (max)	-6ºC	D 97
Viscosity, @ 40ºCm mm^2/second	- 1.7 - 4.1	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100ml.	1.5	D5304 (R), D 2274 6/
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664
Aniline Point, ºC, (min)	60ºC	D 611
Ash, % wt., (max)	0.005	D 482
Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 7/
Corrosion, @ 100ºC, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min) Cetane Index, (min)	42	D 613 (R), D 976 8/
Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 26
Trace Metals, ppm, (max) Calcium Lead Sodium plus Potassium Vanadium	 1.0 0.5 1.0 0.5	D 3605 9/
Additive Names and Dosages	Record	

1. If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains visible sediment or particulate matter, but meets the requirement of 10 mg/1 (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.

2. The demulsification text shall be conducted in accordance with the following exceptions:

   (a) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.

   (b) The test temperature shall be 25ºC.

   (c) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute

3. As the end point of the distillation is approached, if either a thermometer reading of 385ºC or a decomposition point is observed discontinue the heating and resume the procedure as directed in ASTM D 86.

4. The flash point value is the absolute and no value less than 60ºC is permissible.

5. A one-liter minimum sample shall be used.

6. ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours 40 hours.

7. When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fu without the cetane improver.

8. Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.

9. Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of t inspection authority.

Minimum Requirements for Purchases of Commercial Distillate Fuels ((Navy) Marine Gas Oil) for Bunkers

The following minimum requirements have been established for use when buying fuel (gas oil - 100% distillate) from commercial sources when F76 is not available. Marine Gas Oil is not acceptable as cargo fuel on Navy Oilers.

TEST	**METHOD**	**REQUIREMENTS**
1. Cetane Number	ASTM D 613	45 min
or		
Cetane Index	ASTM D 976	45 min

Note: A cetane index of 41 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exce of 338ºC. A cetane number of 40 or above, but less than 45, is acceptable provided the 90% Distillation Point does no maximum of 338 °C.

2. Appearance @ 21ºC or ambient ter (whichever higher)	Visual	Clear & Bright
or		
Water and Sediment	ASTM D 2709	0.05% max
3. Distillation. 90% Point	ASTM D 86	375ºC max

4. Flash Point	ASTM D 93	60ºC min
5. Pour Point	ASTM D 97	Report
6. Cloud Point	ASTM D 2500	-1.1ºC (30 °F)
7. Viscosity @ 40ºC	ASTM D 455	1.7 - 4.5 CST
8. Color	ASTM D 1500	3 max
9. Gravity	ASTM D 1298, D 287	Record
10. Carbon Residue	ASTM D 524	0.35% max
11. Ash	ASTM D 482	0.01% max
12. Sulfur	ASTM D 129, D 1552 D2622	1.00% max
13. Copper Corrosion	ASTM D 130	3 max

C16.23-2 COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC JAN 1998)

Offered product shall conform to the following requirements which are suitable for Marine Gas Turbine.

	TEST	METHOD	REQUIREMENTS
1.	Cetane Number	ASTM D 613	42 min
	or		
	Cetane Index	ASTM D 976	43 min

NOTE: A Cetane Number of 40 minimum, or a Cetane Index of 41 minimum, is acceptable provided the 90 Percent Distillation Point does not exceed a maximum of 338^{O}C.

2.	Appearance @ 21^{O}C or ambient temp. (whichever higher)	Visual	Clear & Bright
	or		
	Water & Sediment	ASTM D 2709	0.05 vol % max.
3.	Distillation, 90% point	ASTM D 86	357^{O}C max.
4.	Flash Point	ASTM D 93	60^{O}C min

NOTE: The flash point value is absolute and no value less than 60^{O}C is permissible.

5.	Cloud Point	ASTM D 2500	-1.1^{O}C (30^{O}F) max.

NOTE: Cloud Point results will be evaluated based upon bunkering location.

6.	Viscosity @ 40^{O}C	ASTM D 445	1.7 - 4.5 cst
7.	Color	ASTM D 1500	3 max.

NOTE FOR DOMESTIC ITEMS: This Color test requirement is deleted if red dye has been added in compliance with U.S. Environmental Protection Agency or Internal Revenue Service regulations; however, the resulting fuel/dye blend must have a r tint. It shall not be visually brown or darker in appearance.

8.	Density @ 15^{O}C	ASTM D 1298	876 kg/m^{3} max.

9.	Carbon Residue on 10% bottoms	ASTM D 524 ASTM D 189	0.35 mass % max.
10.	Ash	ASTM D 482	0.01 mass % max.
11.	Sulfur	ASTM D 4294, ASTM D 1552, or ASTM D 2622	1.0 mass % max.
12.	Corrosion	ASTM D 130	3 max.
13.	Distillate Fuel (fuel shall contain no residual)	None	100%

C36 FUEL OIL, INTERMEDIATE, GRADES RMB-10 (IFO 60)/RME-25 (IFO 180)/RMG-35 (IFO 380) (DESC MAY 199

Product shall conform to ISO 8217:1996 or ASTM D 2069-91. Product conforming to ASTM D 2069-91 shall meet the following additional requirements:

REQUIREMENTS	**GRADE RMB-10 (IFO 60)**	**GRADE RME-25 (IFO-180)**	**GRADE RMG-35 (IFO 380)**	**GRADE TEST METHOD**
Density @15°C, kg/m^3, max	981.0	991.0	991.0	ISO 3675/12185
Aluminum plus silicon, mg/kg, max	80	80	80	ISO 10478
Total Sediment, potential, %(m/m), max	0.10	0.10	0.10	ISO 10307-2

ATTACHMENT 7
POTABLE WATER SPECIFICATIONS

The following are Potable Water specifications used for this contract.

NATIONAL PRIMARY DRINKING WATER REGULATIONS (NPDWR) BUREAU OF MEDICINE AND SURGERY (BUMED) TREATED WATER QUALITY STANDARDS /ENVIRONMENTAL PROTECTION AGENCY

CONTAMINANT	*MCLG (mg/L)* [1]	*MCL (mg/L)*	*AL (mg/L* [2]*)*
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0	0.015[4]	
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
Total NITRATE and Nitrite (as N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE	4	4	

(1) Maximum contaminant level goal (MCLG). The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are no enforceable health goals.

(2) Action level (AL). Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90th percentile" lead level is greater than 0.015 mg/L).

Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 – DICHLOROETHANE	0	0.005
1,1 – DICHLOROETHYLENE	0.007	0.007
PARA DICHLOROBENZENE	0.075	0.075
1,1,1 – TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.06
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 – DICHLOROPROANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES	10	10

Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) (effective 01 January 1993)

CONTAMINANT	*MCLG (mg/L)*	*MCL (mg/L)*
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3- CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S (AS DECACHLORBIPHENYL)	0	0.0005
ALDICAR	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10[(1)]

Note:

(1) The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

Microorganisms	MCLG[1] (mg/L)[2]	MCL or TT[1] (mg/L)[2]
Cryptosporidium	as of 01/01/02: 0	as of 01/01/02: TT [3]
Giardia lamblia	0	TT[3]
Heterotrophic plate count	n/a	TT[3]
Legionella	0	TT[3]
Total Coliforms (including fecal coliform and *E. Coli*)	zero	5.0%[4]
Turbidity	n/a	TT[3]
Viruses (enteric)	zero	TT[3]

Note:
[1] Definitions:
Maximum Contaminant Level (MCL) - The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to MCLGs as feasible using the best available treatment technology and taking cost into consideration. MCLs are enforceable standards.
Maximum Contaminant Level Goal (MCLG) - The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety and are non-enforceable public health goals.
Maximum Residual Disinfectant Level (MRDL) - The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
Maximum Residual Disinfectant Level Goal (MRDLG) - The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
Treatment Technique - A required process intended to reduce the level of a contaminant in drinking water.
[2] Units are in milligrams per liter (mg/L) unless otherwise noted. Milligrams per liter are equivalent to parts per million.

[3] EPA's surface water treatment rules require systems using surface water or ground water under the direct influence of surface water to (1) disinfect their water, and (2) filter their water or meet criteria for avoiding filtration so that the following contaminants are controlled at the following levels:

- *Cryptosporidium:* (as of January 1, 2002) 99% removal/inactivation
- *Giardia lamblia:* 99.9% removal/inactivation
- Viruses: 99.99% removal/inactivation
- *Legionella:* No limit, but EPA believes that if *Giardia* and viruses are removed/inactivated, *Legionella* will also be controlled.
- Turbidity: At no time can turbidity (cloudiness of water) go above 5 nephelolometric turbidity units (NTU); systems that filter must ensure that the turbidity go no higher than 1 NTU (0.5 NTU for conventional or direct filtration) in at least 95% of the daily samples in any month. As of January 1, 2002, turbidity may never exceed 1 NTU, and must not exceed 0.3 NTU in 95% of daily samples in any month.
- HPC: No more than 500 bacterial colonies per milliliter.

[4] No more than 5.0% samples total coliform-positive in a month. (For water systems that collect fewer than 40 routine samples per month, no more than one sample can be total coliform-positive). Every sample that has total coliforms must be analyzed for fecal coliforms. There may not be any fecal coliforms or *E. coli*.

[5] Fecal coliform and *E. coli* are bacteria whose presence indicates that the water may be contaminated with human or animal wastes. Disease-causing microbes (pathogens) in these wastes can cause diarrhea, cramps, nausea, headaches, or other symptoms. These pathogens may pose a special health risk for infants, young children, and people with severely compromised immune systems.

Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites which are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Sampling requirements for the Navy public water system apply.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Auto analysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the Multiple-Tube Fermentation (MTF) Technique; and the Membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use applies.

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, unless the Contracting Officer on a case-by-case basis waives this requirement.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the Contracting Officer may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before.

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms, or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements which apply when a sample is fecal coliform-positive.

Turbidity: The MCL for turbidity applies to both community water systems and non community water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at Contracting Officer option).

b. Five turbidity units (maximum) average for 2 consecutive days.

The MCL for Radiological Contaminants are:
Gross alpha particle activity including radium 226 but excluding
radon and uranium . . . . . 15 pCi/L
Beta particles and photon emitters ……4 millirems / year
Combined radium 226 and radium 228 . . . . . .5 pCi/L
Tritium . . . . . 20,000 pCi/L
Strontium-90. . . . . 8 pCi/L

Uranium …….. 30ug/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

National Secondary Drinking Water Regulations (NSDWR) The Secondary Maximum Contaminant Levels (MCLs)

CONTAMINANT	MCL (mg/L)
ALUMINUM	0.05 TO 0.02
CHLORIDE	250
COLOR	15 COLOR UNITS
COPPER	1
CORROSIVITY	NONCORROSIVE
FLUORIDE	2
FOAMING AGENTS	0.5
IRON	0.3
MANGANESE	0.05
ODOR	3 THRESHOLD ODOR NUMBER
PH	6.5 - 8.5
SILVER	0.10
SULFATE	250
TOTAL DISSOLVED SOLIDS (TDS)	500
ZINC	5

Note: The contaminants covered by this regulation are those that may adversely affect the aesthetic quality of the drinking water. These secondary levels represent goals for drinking water quality but are not Federally enforceable.

(3) The reception, handling, storage, and delivery of potable water to ship's water systems shall be carried out under completely sanitary conditions.

(4) For pierside berthing, delivery shall be made by hose from the pier whenever possible. If barge service is deemed necessary, the Contractor shall ascertain from the ship's Supply Officer the exact amount needed prior to making delivery.

(5) The Contractor shall make deliveries during normal working hours, unless otherwise approved by the ship's Supply Officer or his/her authorized representative.

(6) All equipment, trucks and barges used by the Contractor in performance of these services shall be subject to inspection and test by an authorized representative of the U.S. Government as the Contracting Officer may specify. Final inspection/acceptance shall be subject to approval by the ship's Chief Engineer or his/her authorized representative. The U.S. Government inspectors shall be entitled to inspect the equipment, trucks, and barges at all reasonable times, as often as they may deem necessary, and at such reasonable place or places as the U.S. Government may specify.

(7) The Contractor shall, without cost to the U.S. Government, furnish the necessary personnel and facilities to conduct such test and examination of samples of water and barges used hereunder as the Government inspector may designate, to determine the extent or possibility of contamination of such water, equipment, and barges. The Contractor may, at its option and cost, have the tests conducted by a recognized Sanitary Inspector provided that the performance of the tests and examinations by such Sanitary Inspection has been approved in advance and in writing by the U.S. Government Inspector.

(8) All tests and examinations, whether performed by or on behalf of the Contractor, shall be conducted in the presence of the U.S. Government Inspector.

(9) The Contractor agrees to furnish such reports and execute such forms as the U.S. Government may require in connection with services performed under this contract and further agrees that requests for such reports and execution of such forms will be executed promptly.

ATTACHMENT 8
WATER TAXI SPECIFICATIONS

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxi specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated FISC Det Singapore Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor, the FISC Det Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including COMPACFLT.

5. COMSEVENTHFLT Specifications:

5.1. Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of (Philippines). Notwithstanding compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

5.1.1. Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

5.1.2. Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

5.1.3. The following information shall be conspicuously posted in both English and (the appropriate foreign language):

5.1.3.1. Current Operator's/Captain's license and boat names.

5.1.3.2. Passenger/weight capacity limit notice.

5.1.3.3. Location of life jackets and other life saving equipment.

5.1.3.4. Location of all exits indicated in large letters.

5.1.3.5. Emergency procedures

5.1.4. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

5.1.5. Operation of the boat shall be in a safe and seaworthy manner.

5.1.6. The consumption of alcoholic beverages shall not be permitted aboard the boat.

5.2. Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by (Philippines) for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

5.3. Security: During the term of this contract the ship(s) to be serviced (insert ship name if purchase order) agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

5.4. Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

5.5. Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

5.5.1. Hull

5.5.1.1. Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures.

5.5.1.2. Superstructure, including masts and stacks.

5.5.1.3. Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.

5.5.1.4. Provisions for drainage of sea water from exposed decks over the side and not into the bilges.

5.5.1.5. Access/egress points- adequacy of number and location.

5.5.2. Machinery

5.5.2.1. 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.

5.5.2.2. Main propulsion and auxiliary machinery essential to operation of boat.

5.5.2.3. Sea and bulkhead closure valves.

5.5.2.4. Bilge auction strainers and dewatering systems-bilge pump to be tested by operation

5.5.2.5. Bilges free of flammable liquids

5.5.3. Electrical

5.5.3.1. Cables.

5.5.3.2. Navigation, deck, and emergency lights.

5.5.3.3. Rotating electrical machinery; e.g., generators and motors --Storage batteries

5.5.4. Lifesaving equipment

5.5.4.1. Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.

5.5.4.2. Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.

5.5.4.3. First aid kits, life rings and distress lights.

5.5.4.4. Distress signaling devices

5.5.5. Fire fighting equipment

5.5.5.1. Fire pump - test by subjecting fire hose(s) to fire pump pressure.

5.5.5.2. Portable fire extinguishers.

5.5.5.3. Fixed systems, e.g., C02 cylinders.

5.5.6. Steering apparatus

5.5.7. Miscellaneous systems and equipment

5.5.7.1. Harbor charts.

5.5.7.2. Ground tackle and mooring lines.

5.5.7.3. Whistle/fog horn, bell.

5.5.7.4. Lighted compass.

5.5.7.5. Radar.

5.5.7.6. 2-way radio capable of Bridge-to-Bridge communications.

5.5.7.7. Current license.

5.5.7.8. Operator qualifications.

5.6. Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement-is that contained in paragraph 4.7 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

5.7. Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

5.7.1. Safety of operations. Insure the following are present and in working condition:

5.7.1.1. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.

5.7.1.2. Fire extinguishers sufficient for the size of the vessel operated.

5.7.1.3. Radio (with battery backup) capable of Bridge-to-Bridge communications.

5.7.1.4. Anchor/chain sufficiency for the size of the vessel operated.

5.7.1.5. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

5.7.2. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:

5.7.2.1. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

5.7.2.2. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.

5.7.2.3. Ensure no bare or exposed electrical wires or connections are located in the passenger area.

5.7.2.4. Validate that sufficient unobstructed exits are present and marked in English.

5.7.2.5. Verify that no missile hazards, gear adrift, or trip hazards exist.

5.7.3. The following shall be conspicuously displayed, in English:

5.7.3.1. Passenger/weight capacity.

5.7.3.2. Location and number of life jackets.

5.7.3.3. Location of life saving equipment.

5.7.3.4. Locations of exits (if not obvious).

5.8. Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the

deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

5.9. If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

ATTACHMENT 9
QUALITY ASSURANCE PROVISIONS
September 2006

SECTION I. GENERAL REQUIREMENTS

1. **SANITARILY APPROVED SOURCES:** All subsistence items shall be from approved sources as authorized, or exempted in NAVSUPINST 4335.4F/AR 40-657/AFR 161-32/MCO P10110.31G. Name and address of processing facility shall identify any subcontracting entities utilized other than the primary contractors. FISC DET Singapore has available approved source listings of authorized subsistence incorporated into VETCOM Circular 40-1, Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Hawaii and Pacific) and other regions maintained and published by HQ, US Army Veterinary Command, Fort Sam Houston, Texas (http://vets.amedd.army.mil/vetsvcs/approved.nsf). The U.S. Army Veterinary Representative, prior to commencing a contract/Blanket Purchase Agreement (BPA), shall inspect all required potential sources identified. Failing to pass inspection shall be grounds for not issuing a BPA and grounds for cancellation if the facility fails inspection after a BPA has commenced. This applies to all contractors and subcontractors. Documents cited here shall be provided to the contractor upon written request.

2. **DELIVERY VEHICLES:** The supplies delivered under this contract/BPA shall be transported in a sanitary enclosed/covered or open flatbed vehicle. Semiperishable items delivered in open flatbed vehicle shall be covered with a tarp to protect products from rain or foreign objects. Vehicles shall be equipped to maintain the appropriate temperature for the subsistence being delivered. Vehicles shall be maintained in a sanitary condition to prevent contamination of the food and shall be subject to inspection by the government at all reasonable times. Supplies submitted for acceptance in vehicles, which are not sanitary, may be rejected without further inspection. Concurrent transportation of bulk contained pesticides, rodenticides, petroleum products, inedible products, household chemicals, or other caustic or volatile compounds are undesirable but occasionally necessary. When a carrier jointly transports subsistence and cleaning agents or hazardous products, the cleaning agents or hazardous products shall be segregated from the subsistence to the greatest extent. Segregated to the greatest extent means that all cleaning agents or hazardous products shall be unitized, loaded completely lower and horizontally from the subsistence to the maximum distance allowed by the physical configuration of the carrier. Shrink-wrap shall be used to secure items to pallets and provide stabilization.

3. **CODE DATING:** Master-shipping boxes shall be stamped or embossed with code dates, except Fresh Fruits and Vegetables, (FF&V). Coding must represent the date of slaughter, production, pasteurization, manufacture, or expiration/pull date. Open code shall have the date, month and year or Julian date, (last number of the year with the number of days). Closed code, such as letters and numbers, shall have an accompanying letter from the manufacturer explaining the code and shelf life.

4. **PACKAGING:** Standard commercial packaging is acceptable as long as it meets the requirements set forth in this agreement, product is protected from contamination, and quality is preserved. Products shall be packaged in non-returnable commercial containers that do not exceed 55 pounds or 25 kilograms per container. The use of a plastic shrink-wrap to secure items to the pallet shall be minimized.

5. **SHELF LIFE REQUIREMENTS:** Unless otherwise specified in this agreement, products shall be delivered with not less than one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining. If the supplies delivered DO not have the minimum number of days of shelf life remaining as set forth in this agreement, the government shall have the right to reject and/or require replacement.

6. **TEMPERATURE REQUIREMENTS:** Unless otherwise specified in this agreement, all perishable products shall be delivered between 32^{o}F-41^{o}F (0^{o}C-5^{o}C) for chilled and 0^{o}F (-18^{o}C) or below for frozen. Temperatures shall be checked between the primary container and the outer container to reduce product damage. If a discrepancy is suspected, internal temperature shall be checked prior to rejection or acceptance of the products.

7. **REJECTED ITEM:** Any item recommended for rejection by the U.S. Army Veterinary Representative or receiving activity shall be annotated on the invoice or delivery receipt. The Contracting Officer Representative shall negotiate on price adjustment for quality or short shelf life defect as requested by receiving activity based on the U.S. Army Veterinary Representative inspection results. Replacements shall be coordinated with the Contracting Officer Representative as requested by the receiving activity.

8. **FOREIGN ORIGIN PRODUCTS:** Foreign establishments DO not have to be Directory listed if the prepackaged finished items they produce are imported by distributors or brokers into the continental United States, Hawaii or Alaska for sale to U.S. Armed Forces. This exemption Does not apply to establishments importing food directly into the U.S. territories of American Samoa, Guam, or the Mariana Islands without entering the continental United States, Hawaii or Alaska.

9. **CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD:** See Appendix B below.

SECTION II. QUALITY ASSURANCE PROVISIONS BY ITEM

1. **DAIRY PRODUCTS:**

a. Milk products shall be from approved sources and meet the raw, pasteurized, bacteriological and chemical requirements of the United States Public Health Service (USPHS) Publication 229 (Grade A Pasteurized Milk Ordinance). Frozen deserts and novelties shall be from approved sources in accordance with applicable military or local specifications or in the absence of applicable specifications, good manufacturing practice. Bacteriological and chemical testing may be accomplished at origin or destination. The U.S. Army Veterinary Representative shall submit non-conforming results to the Contracting Officer and provide a copy furnished to the contractor with a letter of explanation. The letter shall inform the contractor that unreliable quality controls may result in suspending further deliveries in accordance with NAVSUPINST 4355.6A/AR 40-70. NAVSUPINST 4355.6/AR 40-70 sets forth the microbiological testing program and suspension procedures for dairy products.

b. Temperature on delivery: Fresh dairy products shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C). Frozen products shall be delivered at 0^{o}F (-18^{o}C) or below.

c. Cheese Related Products:

(1) Soft cheeses such, as mozzarella, natural provolone, cream cheese, and etc., shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C).

(2) Hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, etc., shall be delivered between 32^{o}F and 50^{o}F (0^{o}C and 10^{o}C).

2. **FRESH FRUITS AND VEGETABLES (FF&V): See Appendix A.**

a. All FF&V shall be freshest product available. FF&V shall have eye appeal and shall be a minimum of 90% free from quality defects and 100% free of decay or loss. The Contracting Officer Representative shall negotiate a downward price adjustment for quality defects based on the U.S. Army Veterinary Representative inspection results and confirmed by receiving activity.

b. FF&V shall be delivered in an enclosed vehicle, equipped to maintain the temperature required for the type of FF&V. Mixed loads of FF&V shall be between 35^{o}F and 55 °F (2^{o}C and 12^{o}C).

c. FF&V such as bananas that are sensitive to ethylene oxide shall not be palletized and wrapped with items that are ethylene oxide producers such as apples. Plastic wrapped around the product inside the boxes shall be removed to allow air circulation.

d. Fresh mushrooms shall not be packaged airtight. Packages that are wrapped in plastic shall have air hole cut into plastic 1/8 inch in diameter or larger.

e. FF&V such as bananas, potatoes and onions that are sensitive to chill damage shall be delivered without refrigeration or not less than 56 °F (14°C). FF&V delivered in an open flatbed vehicle shall be protected with a tarp.

f. For repacked FF&V, the recycled boxes shall be clean and odorless; weigh not more than 45 pounds, (20 kilograms); labeled with the name and weight of the item on two adjacent sides of the box and legibly handwritten or printed.

3. **FROZEN MEAT AND POULTRY**

a. Unless otherwise requested, all frozen meat and poultry products must be USDA inspected or USDA certified. They must be listed in one of the following publications: "Meat and Poultry Inspection Directory", or "Directory of Sanitarily Approved Food Establishment for U.S. Armed Forces Procurement. ".

b. Temperature at delivery shall be 0°F (-18°C) or below. If the product is frozen to the point that a bimetallic thermometer cannot be pushed into the product and there does not appear to be significant surface thawing or crystallization the product shall be considered acceptable. These factors shall be considered due to the lack of proper equipment for drilling frozen item.

c. Age at delivery in the frozen state:

(1) Beef shall be delivered no more than 12 months after the date of pack.

(2) Poultry shall be delivered no more than 12 months after the date of pack.

(3) Pork shall be delivered no more than 12 months after the date of pack.

(4) Lamb and veal be delivered no more than 12 months after the date of pack.

NOTE: If the manufacture, slaughter or expiration date is stamped, not embossed on the box, the Health Certificate from origin shall be available for verification by the inspecting U.S. Army Veterinary Representative.

4. **FROZEN WATERFOODS:**

a. Temperature at delivery 0°F (-18°C) or below and shall be checked using the guidance reference previously in paragraph II.3.a.

b. Age at delivery in the frozen state:

(1) Seasonal packed items shall be delivered no more than 12 months after the date of pack.

(2) Oysters shall be delivered within 6 months of shucking/freezing.

(3) Shrimp shall be delivered within 180 days, of packaging/freezing.

c. General Guidance: All items shall be delivered in excellent condition, practically free of parasites, and show no evidence of mishandling.

5. **SHELL EGGS:**

a. Shell eggs shall be cleaned and free of damage (broken, cracked, leaker, etc.,). The U.S. Army Veterinary Representative shall recommend rejection of eggs with excessive dirt or feces.

NOTE: A small quantity of dirt is allowed on eggs delivered from plants that are only approved for unwashed eggs, small defined as having relatively little size or slight dimension.

b. Fresh shell eggs delivered directly from the farms within 48 hours of production may be delivered in unrefrigerated vehicles that are covered. The vehicles must meet all the requirements listed in Section I, par. 2. Boxes shall be marked with the date of production with the vendor's name and address.

c. Chilled fresh shell eggs that are procured from food distributors shall be delivered in refrigerated vehicles and shall be delivered within 15 days from the date of packaging. Internal temperature of eggs at delivery must be 41°F (5°C) or below.

6. **BAKERY PRODUCTS:**

a. Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined.

b. Bakery products shall be delivered within 48 hours from the date of production. Frozen bakery products shall be delivered within 6 months from the date of production, (SL 12 months), and in a refrigerated truck with a temperature of 0°F (-18°C).

SECTION III. SPECIFIED ANCHORAGE DELIVERIES

1. Due to the special circumstances associated with anchorage deliveries, the following exceptions are authorized, but shall not relieve the contractor or the BPA holder of any other requirements in the Quality Assurance Provisions unless specifically listed below:

a. Dairy products may be delivered in non-refrigerated containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. When a refrigerated unit is not used, the dairy products shall be packed in special containers that hold multiple units of product (bi-wall/tri-wall boxes), with dry ice based on the product weight to maintain internal temperature of 41°F (5°C). The special container shall be packed to allow air circulation within. Dairy products shall be given the highest priority for loading/off-loading upon receipt.

b. FF&V may be delivered in unrefrigerated containers in the most expeditious manner to ensure the least amount of exposure to high temperatures.

c. Miscellaneous frozen products may be delivered in non-freezer containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. Frozen items shall be packed with dry ice based on the product weight to maintain frozen state. The special container shall be packed to allow air circulation within. Although slight temperature deviations may occur, proper packaging and sufficient quantities of dry ice shall preclude excessive temperature deviations and thawing. Any item showing sign of thawing shall be rejected.

2. Although special considerations are authorized in anchorage deliveries, no exceptions have been authorized or shall be accepted for reduced sanitary standards, including the sanitation of the vehicles, boats, and shipping containers. The reuse of containers to transport products with dry ice is authorized as long as the container is sanitary and serviceable.

3. No deviations to these Quality Assurance Provisions are authorized without prior written approval from the Contracting Officer and U.S. Army Veterinary Representative. Deviations shall be granted prior to quotes being accepted and only for the particular delivery in question.

APPENDIX A, PERISHABLE FOODS, TO ATTACHMENT 12 (QA PROVISIONS)

The following are requirements that apply to this contract:

PERISHABLE SUBSISTENCE COMPATABILITY GROUPS
(Extracted From DLAM 4145.12/ TM 38-400, April 1994)

Group 1

Temperature: 32° to 34°F (1° to 1°C).
Relative humidity: 90 to 95 percent.
Atmosphere: Normally used on berries and cherries only -10 to 20 percent CO_2.
Ice: Never in contact with commodity.

Note: Most members of this group not compatible with Group 6a or 6b because ethylene production by Group 1 can be high, and thus harmful to members of Group 6a or 6b.

Apples (except those varieties listed in Group 3)
Apricots
Berries (except cranberries) Cherries.
Figs (not with apples, danger of odor transfer to figs; also see Group 6a)
Grapes (not fumigated with surfer dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages).
Peaches
Pears
Persimmons Plums and Pomegranates
Quinces

Group 2

Temperature: 55^o to 65^oF(13° to 18°C)
Relative humidity: 85 to 95 percent.
Ice: Never in contact with commodity.
Avocados
Bananas
Eggplant {also see Group 5)
Grapefruit [1]
Guava
Limes
Mangoes
Muskmelons, other than cantaloupes
Casaba
Crenshaw
Honey Dew
Persian
Olive, fresh
Papayas
Pineapples {not with avocados, danger of avocados' odor absorption)
Tomatoes, green
Tomatoes, pink {also see Group 4)
Watermelons (also see Group 4 and 5)

Group 3

Temperature: 36° to 41°F (2°to 5°C).
Relative humidity: 90 to 95 percent: cantaloupes about 95 percent.

Ice: In contact with cantaloupes.
Apples (Grimes Golden and Jonathan (both, certain areas), Yellow Newton (California) and Mclntosh
Cantaloupes
Cranberries
Lemons [1] (use 50 to 55°F for more than a month)
Lychees (also see Group 4)
Oranges 1(Florida or Texas)
Tangerines

Group 4

Temperature: 40° to 45°F (4° to 7°C): beans 38° to 42°F (3° to 6°C).
Relative humidi1y: About 95 percent
Ice: Never in contact with commodity.
Beans snap
Lychees (also see Group 3)
Okra
Oranges [1] (California or Arizona)
Pepper; green (not with beans)
Pepper, red (if with green peppers, temperature adjusted toward top of range)
Squash, summer
Tomatoes, pink (also see Group 2)
Watermelons (also see Groups 2 and 5)

Group 5

Temperature: 50° to 55°F (10° to 13°C): ginger not below 55°F.
Relative humidity: 85 to 90 percent.
Ice: Never in contact with commodity.
Cucumbers
Eggplant (also see Group 2)
Ginger (not with eggplant, also see Group 7)
Potatoes (late crop)
Pumpkin and Squashes, winter
Watermelon (temperature adjusted for other members of the group; also see Groups 2 and 4),

Group 6a

This group, except for figs, grapes and mushrooms, is compatible with Group 6b
Temperature: 32° to34°F (0° to 1°C)
Relative humidity: 95 to 100 percent.
Ice: Never in contact with asparagus, figs, grapes, and mushrooms
Artichokes
Asparagus
Beefs, red
Endive and escarole
Figs (also see Group 1)
Grapes (not furnished with sulfur dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages)
Greens
Leek (not with figs or grapes)
Lettuce
Mushrooms
Parsley

Parsnips
Peas
Rhubarb
Salsity
Spinach
Sweet Corn
Watercress

Group 6b

This group is compatible with Group 6a, except for figs, grapes and mushrooms.
Temperature: 13°to 13°F (0° to l°C)
Relative humidity: 95 to 100 percent
Ice: Contact acceptable for all
Broccoli
Brussels sprouts
Cabbage
Cauliflower
Celeriac
Celery
Horseradish Kohlrabi
Onions green (not with rhubarb. Figs, or grapes; probably not with mushrooms or sweet corn)
Radishes
Rutabagas
Turnips

Group 7

Temperature: 5° to 65°F (13° to 18°C)
Relative humidity: 85 to 90 percent.
Ice: never In contact with commodity.
Ginger (also see Group 5)
Potatoes, early crop (temperatures adjusted for others)
Sweet Potatoes

Group 8

Temperature: 32°to 34°F (0° to 13°C)
Relative humidity: 65 to 70 percent.
Ice: never in contact with commodity.
Garlic
Onions dry

[1] Citrus fruits -Biphenyl fungicide may impart off odors to other commodities

The above information was extracted from Lipton, W.J. and J. M. Harvey, Compatibility of Fruits and Vegetables During Transport in Mixed loads, US Department of Agriculture Research Service, ARS51- 48 (September 1972).

Appendix B - CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD

Microbiological criteria for dairy products[1,2]

Product(s)	Standard Plate Count (SPC) (See notes 3&4)	Coliform count (See note 4)	combined yeast and mold count (See note 4)	Preliminary incubation count (See note 5)
Aseptically processed and packaged Milk and milk products		0 per ml (See notes 6&7)	0 per ml (See note 6)	0 per ml (See note 6)
Buttermilk and acidophilus milk			10 per gram	
Cottage cheese			10 per gram	10 per gram
Cream, sour cultured			10 per gram	10 per gram
Grade A pasteurized milk and milk products		20,000 per ml	10 per ml	200,000 per ml
Ice cream products, flavored, fruit and / or nuts		50,000 per gram	20 per gram	
Ice cream products, vanilla and plain flavored		50,000 per gram	10 per gram	
Frozen dessert mix:				
Vanilla flavor		50,000 per gram	10 per gram	10 per gram
other flavors		50,000 per gram	20 per gram	10 per gram
Yogurt, chilled			10 per gram	
Yogurt, frozen, plain			10 per gram	
Yogurt, frozen, flavored			20 per gram	
Yogurt, soft serve mix			10 per gram	

Notes:
1. Phosphates as specified in the PMO.
2. Products shall be free of antibiotic or pesticide residues or below the action levels established for such residues by the applicable Federal Regulatory Agency. Antibiotic residue testing shall be by the method described in the PMO. Examinations and test to detect adulterants, including pesticides, shall be conducted by methods recognized by the applicable Federal regulatory agency.
3. Not applicable to cultured products.
4. All counts are maximum allowed standards.
5. Samples must be received within 72 hrs of pasteurization. Preliminary incubation test is used as a determination of keeping quality.
6. Nonconformance's will be considered an imminent health hazard.
7. Either aerobic or anaerobic SPC.

Microbiological criteria for Environmental Swabs[1,2]

	Aerobic Plate Count (APC)	Coliform Count	
ATP (RLU) Counts			
Environmental swab	100 per 50 sq cm	10 per 50 sq cm	See Note 3

Notes:
1. Microbiological counts can be used as an index for evaluating the sanitation status of processing equipment and the facility.
2. All counts are maximum recommended limits.

3. Relative Light Units (RLU) are directly correlated to log cfu/sq cm . RLU maximum tolerances are dependent upon the manufacturer of the ATP bioluminescence reader. Follow manufacturer's instructions for RLU limits.

Microbiological criteria for Fish, fresh or frozen, including shellfish		
Counts[4]	m	M
Aerobic Plate Count (APC)	5,000 per gram	1,000,000 per gram
E. coli	10 per gram	500 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Vibrio parahaemolyticus [1]	10 per gram	100 per gram
Vibrio vulnificus[2,3]	Zero (0) Tolerance	
Salmonella[2]	Zero (0) Tolerance	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Used for oysters and fish designed to be consumed raw.
2. No viable pathogen in a 25 gram sample.
3. Limit is established as non-detectable depending on method used and detection limit.
4. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Fruit Juice, Fresh or Frozen				
	Standard Plate Count (SPC) [3]		Coliform count	Combined Yeast and Mold count
Product(s)	m	M		
Aseptically processed juice[1]	0		0	0
Pasteurized Juice[2]		20,000 per ml	20 per ml	200 per ml
Non-Pasteurized Juice[4]	50,000 per ml	100,000 per ml		

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Must be labeled as aseptically processed and process must be verified.
2. Must be labeled as pasteurized.
3. Plate count limits for juices, except for aseptically processed juice, are used as a quality indicator and may assist in determining keeping quality and/or shelf life.

4. Non-pasteurized juice is not approved for US Armed Forces Procurement.

Microbiological criteria for Kimchee [1,3,4]		
Counts [9]	m	M
Coliform (MPN)	10 per gram	
Clostridium perfringens	100 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Pseudomonas ssp [7]	200 per gram	
Streptococcus ssp [7]	10 per gram	
Listeria monocytogenes[8]	0	
Salmonella ssp[2,8]	0	
Vibrio ssp[5,8]	0	
Salt %	$\geq$ 2.5/wt	$\leq$ 3.5/wt
pH	$\geq$ 4.2	$\leq$ 4.7
Polygalacturonase [6]	Negative	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Products containing monosodium glutamate (MSG), nuts or nut oils must be labeled appropriately to reflect potential allergenic contents.
2. Only for varieties containing meat or poultry, sprouts, watercress or melon.
3. Varieties of Kimchee include, but are not limited to: Vegetables: winter, spring, cucumber, wrapped, Yolma, Chang, radish (Nabak), white (Pak), western-cabbage, pony-tail radish (Chonggak), eggplant, green onion, pumpkin, spinach, leek, green pepper; Chanachi: radish, green pepper, cucumber, garlic cabbage; Kaktagi: radish, radish and oyster Kaktuki; Tong Chimi;: radish tongchimi; Shikhae: chicken, andong, Alaskan Pollock shikhae.
4. All Kimchee products must be delivered and stored refrigerated with a definitive shelf life marked on each container.
5. Only for varieties containing fish or seafood ingredients.
6. Polyglacturonase activity is an indicator of overripening and spoilage, inferring the possible presence of Bacillus subtilus, Saccaromyces fragilis, Candida pseudotropicalis, Oospora lactis, Asperfillus ssp., and Penicillium ssp.
7. Excessive acidification may be due to high counts of these organisms; this is an indicator of very poor quality product.
8. Zero tolerance pathogens.
9. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Retail Ground Beef, Beef Trimmings, Ground Pork , Poultry (Chilled or Frozen)		
Counts	m	M

Aerobic Plate Count (APC)	100,000 per gram	1,000,000 per gram
Fecal Coliform	50 per gram	500 per gram
Total coliform	100 per gram	1,000 per gram
E. coli	10 per gram	< 110 per gram
Coagulase Positive Staph	<100 per gram	500 per gram
Salmonella species	Zero (0) Tolerance[1]	
E.coli O157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.

Microbiological limits for Sandwiches, Prepared Salads and Spreads, Bagged Salad, and Cut Vegetables [4]

Counts[3]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli most probable number (MPN)	3 per gram[2]	10 per gram
Coliform (fecal)	10 per gram	100 per gram
Yeast and mold count	200 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Campylobacter jejuni	Zero (0) Tolerance[1]	
Salmonella species	Zero (0) Tolerance[1]	
Listeria moncytogenes	Zero (0) Tolerance[1]	
E. coli 0157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that "M" are of marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. No viable pathogen in a 25 gram sample.
2. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
3. Products may not be examined for all microbial characteristics as listed above. Contact laboratory if specific tests are required.
4. Tuna, chicken, ham and egg salads are tested the same, regardless whether on bread or submitted in tubs, buckets or other retail containers.

Microbiological criteria for Soft Serve Ice (cream) Milk and Soft Serve Yogurt at the retail/user level[2]

Counts	m	M
Standard plat count [1]	50,000 per gram	250,000 per gram

Coliform	10 per gram	100 per gram
Combined Yeast & Mold		100 per gram

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
Standard Plate Count (SPC) does not apply to yogurt products.
Soft serve and Yogurt machines.

Microbiological limits for Tofu

Counts[2]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram coli (MPN)
<3 per gram	10 per gram	
Staphylococcus aureus	100 per gram	1000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
Yersinia entercoliticus[1]	Zero (0) Tolerance[1]	

Legend:
m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. Products may not be examined for all microbial characteristics as listed above.

Microbiological and Chemical criteria for Bottled Water[1] and Vending Machine Water[2] and Ice

Counts	m	M
Coliform	0 per 100 ml	
Coliform (bottled water)	0 per 250ml	
Heterotrophic Plate Count [5]	1000 per ml	100,000 per ml
Pseudomonas aeruginosa	Zero (0) Tolerance	
Flouride[2]		
Arsenic[2]		
Trihalomethanes[2]		
Chlorine[2]		
Dissolved Solids[4]		
Silver [3]	None Detectable	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Bottled water is tested IAW the specific limits set forth by the Code of Federal Regulations (CFR) and current Environmental Protection Agency (EPA) regulations.
2. Vending machine water requirements are from the Association of Food and Drug Officials Model Code, 1997; Ice standards are derived from the International Packaged Ice Association. These are the minimum tests required for Vending Machine water.
3. Current published regulatory limits apply.
4. Only those machines utilizing silver impregnated carbon filters. Dissolved solids measurements are for vending machines labeled "Purified".
5. Ice and water derived from well water or surface water sources marketed at retail have higher allowable HPC limits. See current guidelines established in the CFR.

Microbiological criteria for Retail/User level Pre-packaged Deli and RTE Products[4]

Product(s)	APC[3]	Listeria spp.[2]	Salmonella[2]	Coliform[2]	E.Coli O157:H7
Luncheon Meats, frankfurters, Beef, poultry & pork	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance	
Cheese, soft and hard	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Pasteurized, liquid, frozen or Dried egg	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Pizza topping (meat & cheese)	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Dried meats sticks, jerky [1]	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance	

Notes:
1. Yeast and mold combined count should not exceed 100 /g.
2. No viable pathogen in a 25 gram sample. All counts are maximum allowable limits.
3. See Table Below for APC values in RTE Products.
4. Includes all like type/style products not otherwise listed.

Additional Microbiological limits for Commercial (Food Court Style) RTE Products[2,4]

Counts	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli (MPN)	3 per gram [3]	10 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
E. coli 0157:H7[1]	Zero (0) Tolerance[1]	
Campylobacter jejuni	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. This table is primarily designed for hot food lines.
3. ≤ 10 per gram if using 3M Petri Film for E. coli counting.
4. Products may not be examined for all microbial characteristics when submitted. These values are primarily used when conducting food borne illness investigations and overall quality characteristics.

PART VI - Summary of Directory Listing Requirements

Federal Supply Class (*Note 1)	Listing Required	Listing Not Required
8905 (*Notes 2, 3)	All fish, meat, poultry, and shellfish, including: Buffalo meat. Fish, canned. Fish, fresh or fresh smoked, modified atmospheric packaged. Fish, fresh or frozen, packaged. Herring, pickled. Quail. Rabbits. Salmon, smoked. Squid.	Crabs, live. Crawfish, live. Fish, fresh or frozen, whole and/or eviscerated, head on or off, unscaled, unpackaged. Lobster, live. Shrimp, fresh or frozen, whole or head off.
8910 (*Notes 4, 5)	All dairy foods and eggs, including: Cream, sterilized. Creamer, coffee, dairy. Dairy soft serve mixes. Desserts/puddings, frozen. Egg nog, canned. Egg substitutes. Italian ices. Topping, real cream. Yogurt, fresh or frozen.	Chocolate drink mix, non-dairy. Powdered dairy mixes. Toppings, non-dairy.
8915 (*Note 7, 8)	All pre-cut pre-packaged minimum processed fresh fruits and vegetables. Kimchee. Mushrooms, whole and sliced. Salads, non-meat, with or without dressing (not USDA listed). Vegetable sprouts. Fruit juices and nectars, refrigerated.	All unprocessed fruits and vegetables. Olives. Fruit juices and nectars, shelf stable or frozen concentrate.
8920 (*Notes 6, 9)	Bakery and cereal products (baked and unbaked, fresh and frozen), specifically: Croissants. Doughnuts Egg roll wrappers. Flour and corn tortillas. Wet pasta (noodles). Pastries. Pies. Soft pretzels. Won ton wrappers. Filled bakery items.	All other bakery products, including: Bagels. Batter mix, dry. Biscuits, canned. Breads, rolls, and buns. Cake mix, dry. Cakes, unfilled. Cookie mix, chilled or dry. Cookies, unfilled. Crackers. Cupcakes, unfilled. Dough, frozen or chilled. Dumplings, frozen. English muffins.

		Flour. Fruitcakes. Melba toast. Muffins Pancake batter, frozen. Pancake/waffle mix. Pasta, dry (noodles). Pizza crust. Taco shells. Toaster pastries. Pie crusts, unfilled. Waffles, frozen.
8925		All confectionery, nuts, and sugars.
8930		All jams, jellies, and preserves.
8935		Bouillon and soups.
8940 (*Notes 2, 3, 4, 5, 10)	Dietary foods and specialty preparations, specifically: Fish, meat, poultry, dairy, egg, and shellfish products. Pickled eggs. Frozen dinners. Pudding novelties, frozen or chilled. Tofu.	All other dietary and specialty preparations, including: Baby formula, canned. Chips, nacho or potato. Creamer, coffee, imitation (non-dairy). Dips. Nacho cheese, canned. Nutri-why. Popcorn. Puddings, canned.
8945		Fats and food oils, including margarine
8950		All condiments and related products, including: Salad dressings. Mexican salsa)
8955		All cocoa, coffee, and tea.
8960	Beverages, nonalcoholic; specifically: Ice. Bottled water.	All other nonalcoholic beverages, including: Dry ice. Fruit drink mix containing no fruit juices.
8965		Non-MRE beverages, alcoholic.
8970 (*Note 2)	MRE food composite packages	Non-MRE composite food packages.
8975		All tobacco products.

*Notes:

1. For complete item listing within each class of the 8900 (subsistence) Federal Supply Class (FSC) Group, refer to Federal Supply Catalog C8900-SL, Stock List--FSC Group 89 Subsistence.
2. Meat and poultry establishments listed in the *USDA Meat and Poultry Inspection Directory* may serve as sources of meat and poultry items as indicated. These products must bear the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to meat or poultry inspection acts must also be Directory listed for those items.
3. Directory listing is not required for establishments on the Interstate Certified Shellfish Shippers List (ICSSL). Fish, fresh or fresh smoked, modified atmospheric packaged (when distributed in a chill state) must be Packed Under Federal Inspection (PUFI) by the USDC or listed specifically in this Directory. Establishments supplying other fish

products must be Directory listed unless listed by the United States Department of Commerce (USDC) in the *USDC Approved List of Fish Establishments and Products*.

4. Directory listing is not required for shell egg sources listed in the *Directory of Grading Offices and Plants Operating Under USDA Poultry and Egg Grading Programs*. Establishments listed in the *USDA Meat and Poultry Inspection Directory* for dried or liquid/frozen egg products may serve as sources for those products, as coded.
5. Establishments having a pasteurized milk compliance rating of 90 percent or higher, certified by a State milk sanitation officer, and listed in the *Sanitation Compliance and Enforcement Rating of Interstate Milk Shippers (IMS) List* may serve as sources of milk and milk products, as listed. Listing in this Directory is mandatory to serve as a source of other milk and milk products and/or frozen dessert items. Establishments listed in the *Dairy Plants Surveyed and Approved for USDA Grading Service* may serve as sources of manufactured or processed dairy products as listed by product code. Those operations denoted with "P" codes (packaging and processing) must be Directory listed when providing ungraded manufactured or processed dairy products.
6. Directory listing is not normally required for semiperishable and nonanimal origin ingredient sources for items such as ready-to-eat bakery products and ice cream.
7. Establishments processing ready-to-eat, chilled, and prepared non-meat salads (such as potato, egg, tuna, chicken, turkey, ham, bean, macaroni, or cole slaw) must be Directory listed.
8. Only pasteurized juices are authorized for purchase by the DOD.
9. Directory listing for natural and artificial cream or fruit filled pie crusts, cakes, and cookies is not required if the finished item will not support pathogenic microbial growth.
10. Establishments producing finished products containing less than 3 percent by weight components of animal origin may be exempted from Directory listing by the command publishing this Directory.

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses http://acquisition.gov/comp/far/index.html
DFAR Clauses http://www.acq.osd.mil/dpap/dars/dfars/index.htm

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.204-7	Central Contractor Registration	APR 2008
52.212-4	Contract Terms and Conditions--Commercial Items	MAR 2009
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-36	Payment by Third Party	MAY 1999

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

__(4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (7) [Reserved].

___ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

___ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

___ (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

_X__ (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).

___ (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of theVietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) .

___ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

___ (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1)in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through final day of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-21 Requirements. (OCT 1995) -- ALTERNATE I (APR 1984)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 days from the expiry date of the contract.

(End of clause)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUL 2009)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

_X__ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ___252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) ____ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ____ 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

(9) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11) ____ 252.225-7021, Trade Agreements (JUL 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(12) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (JUL 2009) of 252.225-7036.

(15) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) ____ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) _X___ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(22)____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(23)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(24) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of

the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

SUP 5252.216-9402 ORAL ORDERS

(a) ORAL ORDERS (Indefinite Delivery Contracts) (SUP 5252.216-9402) (JAN 1999). Oral orders may be placed, provided the following conditions are complied with:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.

(3) Invoices for supplies or services furnished in response to total orders will be accompanied with a received copy of each related delivery ticket.

(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

(b) WRITTEN ORDERS (Indefinite-Delivery Contracts) (SUP 5252.216-9403) (JAN 1992). Written orders on Standard Form 1449/DD Form 1155 will contain the following information, consistent with the terms of the contract:

(1) Date of order;
(2) Contract number and order number;
(3) Item number and description, quantity, and unit price;
(4) Delivery or performance date;
(5) Place of delivery or performance (including consignee);
(6) Packaging, packing, and shipping instructions, if any;
(7) Accounting and appropriation data;
(8) Any other pertinent information.

(c) AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (SUP 5252.243-9400) (JAN 1992)

(1) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(2) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(3) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be

made in the contract price to cover any increase in charges incurred as a result thereof. The address and FAX telephone number of the Procuring Contracting Officer (PCO) are:

Commercial Address: FISC Detachment Singapore
PSA Sembawang Terminal
Deptford Road, Building 7-4, Unit 2-9
Singapore 759657

Military Address: PSC 470, Box 2150
FPO AP 96534-2150

FAX Numbers: (65)-6-750-2639 or 2382

(d) PROVISION FOR WOOD PRODUCTS SA 03-05 NAVSUP CLAIMANCY POLICY - Pinewood Nematode (microscopic roundworm) Free Non-Manufactured Wood Pacing (NMWP) Material (SWPM) (Nov 2002) NAVSUP

(1) Definition. 'Pinewood nematode' as used in this provision, means a microscopic roundworm that has infested coniferous (softwood) trees.

(2) All non-manufactured wood lumber, pallets boxes, crates, containers, reels blocking and bracing, dunnage, drums, etc. for all shipments are required to be certified pest- (pinewood nematode) free. All wood pallets, boxes, crates, containers, reels, blocking and bracing, dunnage, drums, etc. ordered/delivered from vendors/suppliers shall be heat-treated and marked to the American Lumber Standards Committee (ALSC), NMWP policy and enforcement standards. The approved method for ensuring NMWP material is pinewood nematode free is as follows:

(i) Heat-treated to a minimum core temperature of 56°C(133°F) for at least 30-minutes in a closed chamber that has been tested evaluated, and approved officially for this purpose. In addition, the susceptible wood shall display an officially approved heat-treated marking enabling the identification of where and by whom the above treatment has been carried out.

(3) All bulk lumber procured for the fabrication of pallets, boxes, crates, containers, reels, skids, blocking and bracing, dunnage, drums, etc., shall be certified and marked as a part of the fabrication process, to the ALSC NMWP policy and enforcement standards. Vendors/Suppliers using ALSC-certified lumber to make or repair wooden boxes, crates, skids, containers, pallets, reels, drums, etc., must have formal processing procedures and documentation to ensure that only certified lumber leaves their fabrication point.

(4) This provision is self-deleting if the material or supplies are not shipped in NMWP material.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	26-Apr-2010	N4034510RCSG0011	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-10-D-0001
	X	10B. DATED (SEE ITEM 13) 03-Nov-2009
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: nyssnk011015434

1. This is an administrative modification issued to change the total estimated quantity and unit price for the base period. This change in the quantities and unit price is required so that the PD2 program will allow individual delivery orders to be placed against the contract. The Total estimated price for the base period remain unchanged. Individual delivery orders will reference the Exhibit A for actual CLINS and sub-CLINs ordered. Estimated quantities and actual unit prices for the CLINS and Sub-CLINs will be provided as past of each individual order.

2> All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 26-Apr-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The pricing detail quantity has increased by 19,678,691.00 from 1.00 to 19,678,692.00.
The unit price amount has decreased by $19,678,691.00 from $19,678,692.00 to $1.00.

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 03-NOV-2009 TO 30-SEP-2010	N/A	SEE SCHEDULE . SEE SCHEDULE SEE SCHEDULE MD FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 03-NOV-2009 TO 30-SEP-2010	N/A	SEE SCHEDULE . SEE SCHEDULE SEE SCHEDULE MD FOB: Destination	

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	22-Feb-2010	N4034510RCSG0011	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-10-D-0001
	X	10B. DATED (SEE ITEM 13) 03-Nov-2009
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt011010446

1. The purpose of this modification is to correctly report all IDTCs over $100K by annotating/checking if the contract is to be shared in SPS.

2. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 21-Feb-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: N4034508RCSG0010

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-09-D-0003	09-Dec-2008		N40345-08-R-0056	18-Jul-2008

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)* 8. OFFER DUE DATE/LOCAL TIME 02:00 PM 08 Aug 2008

9. ISSUED BY CODE N40345

U.S. FLEET AND INDUSTRIAL SUPPLY CENTER
DET SINGAPORE
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: NAICS:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

- [X] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING 12

14. METHOD OF SOLICITATION
- [ ] RFQ [ ] IFB [X] RFP

12. DISCOUNT TERMS

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE. LTD.
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163 FACILITY CODE QB341

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$468,569.96 EST

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE
- [X] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED 09-Dec-2008

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) Director Contracts

TEL (b)(6), (b)(7)(C)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section B - Supplies or Services and Prices

SECTION B1 OVERVIEW
OVERVIEW OF CONTRACT

1. OBJECTIVE - The objective of this contract is to obtain husbanding services for U.S. Navy Ships visiting South Asia and Islands in the Indian Ocean. For purposes of this contract, "South Asia and Islands in the Indian Ocean" is defined as a the geographic area encompassed by the lots described below at paragraph 2.3.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) at any berthing or anchoring location in South Asia and all Islands in the Indian Ocean. It is to provide services and supplies that are required by the ships while they are in port.

2.2. This contract also includes requirements for logistic support services and supplies for Operations Other Than War (OOTW) required by the U.S. Navy and other U.S. Government organizations or agencies.

2.3. The contract is subdivided into Lots. Lots may be for individual Ports or they may include several Ports under one Lot. For this contract, Lot 1 is for Management Fee for all ports in India, Sri Lanka, Bangladesh, Myanmar, Mauritius including Mascarene Islands and Maldives, Lot 2 is for Chennai, Lot 3 is for Mumbai, Lot 4 is for Vasco Da Gama, GOA, Lot 5 is for Visakhapatnam, Lot 6 is for Port Louis, Mauritius and Lot 7 is for Operations Other Than War (OOTW) for all locations in India, Sri Lanka, Bangladesh, Myanmar, Maldives and Port Louis, Mauritius including Mascarene Islands.

2.4. The individual HS items provided under this contract are listed in Exhibit A, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).

2.5. This contract also requires that the HS Contractor assist ships that are being provided husbanding services to obtain unforeseen additional services or supplies that are required as part of the husbanding the ships while they are in port. Similar services may be required under the OOTW CLINs.

2.6. The holder of this contract is a US Navy Contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price Indefinite-Delivery-Indefinite-Quantity contract. The HS Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services.

3.1. MINIMUM AND MAXIMUM QUANTITIES - The contract minimum quantity referred to in paragraph (b) of the FAR 52.216-22 Clause entitled "Indefinite Quantity" of this contract, is set at a total of $20,000 worth of orders at the contract unit price (s) or as guaranteed minimum if no orders are issued. The recording of the obligation of funds associated with the guaranteed minimum amount under the basic contract will be issued under task order (s) / delivery order (s) immediately upon award of this contract. The minimum guarantee applies to the base year period only.

4. DURATION OF CONTRACT - This contract is for a period of twelve (12) months and includes FAR52.217-8 OPTION TO EXTEND SERVICES clause. If the six (6) month extension of performance of services is exercised under FAR 52.217-8, the maximum duration of this contract is 18 months. The period of time within which the Government may order performance varies by lot. See section F for additional details.

5. MULTIPLE SHIP VISITS - The HS Contractor is required to be able to simultaneously Husband a maximum of eight (8) ships at one time for South Asia and the Islands in the Indian Ocean.

6. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or if the port-provided supplies and services are less expensive than similar services provided by the HS Contractor or its subcontractors, or finally provide it themselves to include subcontractors. The Schedule lists what items are available through HN and Port Authorities.

7. MARK V HIGH-SPEED-INTERCEPTOR-CRAFT (HSIC) - Mark V (HSIC) Special Operations Craft may be in port or in the direct vicinity for up to 90 days conducting operations. The HS Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and Management fees will be based on the total fee for the pair of boats. Attachment 1 provides details.

8. LONG TERM SHIP VISITS –

8.1. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The HS Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit.

8.2. Unique/Particular Situations:

8.2.1. Frequent ship visits to ports: If a ship returns to a port within three (3) days (i.e. prior to the fourth calendar day), the Management Services fees for the return visit will be charged at the subsequent day rate. (example: If the ship departs Friday and comes back before Tuesday, it will be charged Management Service fees at the subsequent days rate during the return visit that begins prior to Tuesday. If the ship comes back on Tuesday, the Management Services will be charged at the first day rate for Tuesday, followed by the subsequent days rate for the following days.)

8.2.2. If a ship comes into port and does not request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged Management Service fees at the first or subsequent days rates, subject to the conditions in paragraph 10.2.1 and subject to the discussion at paragraph 20 below about ordering Management Services.

8.3. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HS Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong SAR and Singapore.

9. SHIPYARDS - U.S. Navy Ships in shipyards at locations covered by this contract may order supplies and services from this contract without the requirement to also order Management Services.

10. OTHER PERSONNEL - Other U.S. personnel conducting business at locations covered by this contract may order off of the contract without incurring Management Service Fees. These orders do not involve continuous management of husbanding services and may be for items such as vehicles, phones or other services. For example U.S. Government personnel attending conferences, training and seminars where hotel transportation and rental of cellular phones are required, may order those services through the HS Contractor to the extent those services are included in this contract. This provision does not apply to services that are required as part of an Operations Other Than War (OOTW) event.

11. ORDERING

11.1. Ordering Items on Contract: Only Authorized Government Representatives (AGR) can place orders against this contract. AGRs for this contract are:

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any FISC Yokosuka (including Sites/Detachments) warranted KO or their authorized representative.

11.2. Advance Notice Period for Orders: The HS Contractor shall deliver the supplies and services listed on Exhibit A (not to include items marked as “Reserved” or “TBD”) in accordance with the time and date set by the order so long as the order is issued by an AGR at least 48 hours prior to the required delivery date and time. The

HS Contractor shall use its best reasonable effort to deliver supplies or services marked "Reserved" or "TBD" in accordance with an order's delivery schedule or time so long as the AGR and the HS Contractor come to agreement on the price of the "Reserved" or "TBD" item at least 48 hours in advance of the required delivery date and time. Occasionally, there may be short notice orders of less than 48 hours, which the HS Contractor shall support if possible. If the HS Contractor cannot support these requirements within 48 hours, then the AGR may satisfy them from other sources.

11.3. Substitutions: Substitution of ordered CLIN shall not be allowed unless authorized and accepted in writing by the AGR which could be the SUPPO or FISC Detachment Singapore Contracting Officer. If accepted by the AGR or requiring vessel, substituted CLINs shall only be charged at a rate not to exceed that of the originally ordered CLIN. An example would be if a 20-passengerbus was ordered, but was not available and the HS Contractor substituted two 10 passenger-vans. The HS Contractor shall charge a rate for the 10 passenger vans that does not exceed the rate for the one 20-passenger bus.

11.4. Cancellation of Orders:

11.4.1. Unless otherwise provided herein, in the event an order, or any portion of an order, is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. If several deliveries are required to satisfy an order or portion of an order, i.e., garbage pick-up and disposal on each of five days, then the 48-hour notice period shall be computed from each of the required delivery dates. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled "Termination for the Government's Convenience (FAR 52.212-4)", of the clause entitled "CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS."

11.4.2. In rare cases, when ordering items requires long lead times, the Government may apply the Termination for the Government's Convenience clause as referenced above even though an order was cancelled prior to 48 hours before a required delivery.

11.4.3. In every case, the HS Contractor is responsible for taking all necessary steps to mitigate the U.S. Government's damages or termination costs. As part of its mitigation, the Government reasonably expects that the HS Contractor shall consider these cancellation rights as it enters into agreements with its subcontractors and suppliers.

12. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English. All electronic communication between visiting vessels and the HS Contractor shall be copied to the FISC Detachment Singapore Contracting Officer and Logistic Support Representative.

13. STANDARDS FOR PROFESSIONAL SERVICES

13.1. The HS Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning cost and performance issues throughout the locations covered by this Contract.

13.2. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

13.2.1. The performance standards are explained in the Quality Assurance Surveillance Plan (QASP) – See Attachment 10.

13.3. The HS Contractor shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

13.4. The HS Contractor shall ensure that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

13.5. The HS Contractor shall ensure that subcontractors comply with these requirements.

14. HEIGHTENED VIGILANCE

14.1. The HS Contractor shall be alert at all times in order to contribute to the protection of the ship and its crew. The HS Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The HS Contractor shall report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

14.2. The HS Contractor shall fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the HS Contractor shall identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the HS Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The HS Contractor shall arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

15. EQUIPMENT - All vehicles, watercraft, and equipment provided must be in sound mechanical condition, be in compliance with local laws and specifications, meet all local safety standards, and have all required current certifications and insurance.

16. GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM) – In the event that the HS Contractor is required to use government equipment, the HS Contractor shall be responsible for all loss or damage to, or the destruction of, Government property in its possession. The HS Contractor shall not be responsible for damage due solely to normal wear and tear.

17. CONTRACT PRICING

17.1. Contract Currency - All contract prices are in U.S. Dollars (US$).

17.2. Fixed Price (other than items in which the price is set by a Port Tariff or other controlled price)- Prices are firm-fixed-price per unit and are inclusive of ALL costs.

17.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. The following non-exclusive set of costs is included in the unit price: labor performed during normal working hours, overtime for work performed outside normal working hours, weekend hours, holidays, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

17.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

17.2.3. Pre-Positioning / Pre-Staging - All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

17.2.4. Repositioning equipment. All repositioning of equipment when required shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

17.2.5. All Government taxes are included in the unit cost.

17.3. Port Tariff (PT) or other controlled prices - When the HS Contractor obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list, then the HS Contractor shall be reimbursed for the published price of the item. The HS Contractor shall not be paid an amount in addition to the published price of the item. These items are listed on Exhibit B, Port Tariff items.

17.4. Time Calculations - Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged.

17.5. Demurrage - Demurrage charges shall only be charged if the HS Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but, due to the fault of the government, was not attended to until 1500 hrs when pumping begins. The HS Contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs). Demurrage charges will be charged as stated in the schedule of supplies and services. This only applies to CLINs that have demurrage charges as sub-CLINs.

18. Management Services - Operations Other than War (OOTW) CLINs. When supplies or services are ordered under the Operations Other than War (OOTW) CLIN, the Government will clearly identify the days during the performance period for which it is ordering Management Services. Because of the range of situations under which the Government may order supplies and services under the OOTW CLINs, there is less certainty that the Government will order Management Services for each day of an Operation Other Than War than when the Government orders husbanding services. The HS Contractor is not required to provide any services described under the OOTW Management Services CLINs on those days for which services are not ordered.

19. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

CHT	Collection, Holding Transfer Sewage Removal and Disposal
CU M	Cubic Meter
DAO	Defense Attaché Officer
DY	Day
EA	Each
GL	Gallon (3.785 Liters)
HR	Hour
IDD	International Direct Dialing
JB	Job
LO	Lot
M	Meter
MIN	Minimum
NSP	Not Separately Priced
OOTW	Operations Other Than War
PAX	Passenger
PK	Package
PT	Port Tariff
QTY	Quantity
TBD	To Be Determined
TP	Trip

20. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any supply or service.

- CAMELS: See Fenders

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the LOT of the contract. For example Lot 1 would be 01XX, Lot 2 would be 02XX). The third and fourth digits are the service or supply item number. (For example 0101 is the first item, 0102 is the second item under Lot 1). If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX11 for Force Protection could be divided into XX11AA for Beach Guard Office and XX11AB Dive and Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: A calendar day.

- Delivery Order (D.O./Task Order: A delivery order is an order for supplies and a task order is an order for services placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge.

- FORCE PROTECTION (FP). Security measures to protect a ship and its crew from dangerous situations such as terrorist actions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL (GFE/GFM): Items fully transferred to the HS Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Host Nation Government tax is a levy on goods and services made in the local country. The tax rate will vary with the location. The U.S. Government is often exempt from host nation Government Taxes. The Government makes no representation as to the extent to which the HS Contractor may be liable for Host Nation Government taxes.

- HOST NATION (HN): The country, which is being visited by the U.S. ship.

- HUSBAND: To provide all supplies and services required by a ship during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other HS Contractors work with the ship, and assisting with requests for Non-Contract items. To the extent practicable, the HS Contractor shall utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION (MOB & DEMOB):

  - Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

  - Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPARATELY PRICED (NSP): Item that is not separately priced. The cost for CRAFT should be factored into the Management Fee.

- POINT OF CONTACT (POC): A designated individual who is knowledgeable about an issue and is able to answer questions and make decisions concerning the issue.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples may include pilot services, tugs, picket boats, security guards, and potable water. HS Contractor

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- RESERVED: A supply or service for which the price will be negotiated at the time of order. A "Reserved" item is an item that can be ordered when required.

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and, if so, is authorized to sign contracts and place orders.

21. HS CONTRACTOR REPRESENTATIVE – The Government shall contact the following HS Contractor person(s) for prompt contract management:

Name of Individual: _____

Title of Individual: _____

Mailing Address: _____

_____

_____

Tel No: _____

Fax No: _____

Mobile: _____

E-mail address: _____

BASIS FOR MAXIMUM QUANTITIES

Information concerning port visits for the 12-month period ending 31 December 2007 by USS vessels to ports covered by this contract is at Exhibit E, Historical CRAFT Data.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		1			NSP

MINIMUM GUARANTEE
FFP
This item does not order goods or services. It may be issued on task order/delivery order number 00MG for the sole purpose of recording the obligation of funds associated with the minimum quantity under this basic contract.
FOB: Destination

MAX NET AMT

ACRN AA $0.00
CIN: 00000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		468,569.96	Lot	$1.00	$468,569.96 EST

Base Period - Husbanding Service
FFP
The CLIN extended description has changed. See Exhibit A for a complete listing of all CLINS and SUBCLINS for this CLIN.The pricing detail quantity has changed from 1.00 to UNDEFINED.
The base period shall be for 12 months.
All prices are FOB destination and shall be in U.S. dollars.

FOB: Destination
PURCHASE REQUEST NUMBER: N4034508RCSG0010

MAX NET AMT $468,569.96 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
9000					$0.00

Exhibit A - ELIN's
FFP
The CLIN extended description Do not enter price total on this page.
FOB: Destination
PURCHASE REQUEST NUMBER: N4034508RCSG0010

ESTIMATED NET AMT	$0.00

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT
TASKS: The HS Contractor shall perform the following tasks when ordered by an AGR.

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 1 – Classifications of Navy Ships)

1.1 PRE-ARRIVAL HUSBANDING DUTIES. Except for the services described below at paragraph 1.1.6 and 1.1.8, the HS Contractor shall be compensated for providing the Pre-Arrival Husbanding Duties described in this section by the Government's order and payment for the initial day of Management Services and one additional day of Management Services at the subsequent day rate. Compensation for staging (paragraph 1.1.6 below is addressed at paragraph 17.2.3 of the Section B1 Overview. Compensation for assisting the ship's Advance Party is addressed below at paragraph 1.1.8. Except when the facts detailed in paragraph 1.1.18 apply, the Government will not typically issue a separate order for Pre-Arrival Husbanding Duties.

1.1.1. The HS Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The HS Contractor shall order requested services and supplies.

1.1.3. Pre-arrival CRAFT Cost Estimate - The HS Contractor shall furnish to each ship and FISC Detachment Singapore Contracting Officer a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract, Reserved or TDB items, or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship and the Contracting Officer within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship's arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs. The portion of the LOGREQ that covers items that are pre-priced in the contract, when submitted by, under authority of, or on behalf of an AGR, is an order under this contract. Orders for Reserved, TBD, or non-contract items will be finalized once the AGR and HS Contractor agree on a price as described at Section B1, paragraph 11.2. Orders placed by a LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

1.1.4. These estimates shall be provided for all US Navy, Military Sealift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the HS Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U. S. Defense Attaché's Office.

1.1.6. The HS Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

1.1.7. The HS Contractor shall coordinate with other US government Contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

1.1.8. The HS Contractor shall assist the ship's Advance Party to include planning and coordination meetings. The HS Contractor shall not be required to expend more than 32 manhours assisting the ship's advance party or to expend more than $1,000 for the travel, meals, and lodging of its personnel assisting the ship's advance party unless it is provided a separate order for Advance Party Pre-Arrival Husbanding Services or unless an AGR orders a mutually-acceptable number of days of Management Services (not to exceed the total number of days for the visit) and the HS Contractor confirms in writing that payment for the days of Management Services that have been ordered will provide full compensation for the Pre-Arrival Husbanding Duties.

1.2. POST-ARRIVAL HUSBANDING DUTIES

1.2.1. The HS Contractor shall Husband the ship while it is at the berthing location.

1.2.2. The HS Contractor shall install all ordered equipment upon the ship's arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The HS Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The HS Contractor shall brief the designated ship representative about HS Contractor-provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HS Contractor shall provide its POC information with 24-hour contact phone numbers.

1.2.5. The HS Contractor shall provide the SUPPO upon ship's arrival a copy of The Schedule and Performance Work Statement (PWS), applicable port tariffs and current prices for frequently ordered services such as laundry services.

1.2.6. Money Exchange Services:

1.2.6.1. The HS Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. The HS Contractor shall maintain adequate records justifying its basis for determining the Official Exchange Rate and shall make those records available to the AGR upon request. This Official Exchange Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.6.2. The HS Contractor shall arrange for authorized moneychangers to exchange U.S. dollars for ship personnel into local currency. Money Exchange services shall be made available onboard ship to crewmembers at least two hours daily with buy-back service on the day before the ship's departure. The moneychangers may include a commission of not more than plus or minus 1.5% difference from the Official Exchange Rate described above.

1.2.7. Laundry Services:

1.2.7.1. The HS Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure.

1.2.7.2. The HS Contractor shall assist in resolving vendor billing discrepancies.

1.2.8. Interpreter Services:

1.2.8.1. All HS Contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port.

1.2.8.2. The HS Contractor shall provide all interpreter services to assist the Supply Officer to assure timely delivery and performance of the supplies and services ordered by the Supply Officer under this contract or any other contract in support of the ship's visit. This limited set of interpretor services is required under the Management Services CLIN and is separate from the interpretor services required under CLIN XX19.

1.2.9. Mail Delivery Services: The HS Contractor shall provide mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

1.2.10. Morale Welfare and Recreation (MWR) Services:

1.2.10.1. The HS Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) HS Contractor servicing the ship.

1.2.10.2. If an ITT contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If awarded, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

1.2.11. Passing Ship's Orders: The HS Contractor shall coordinate and pass orders, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts. This service includes all necessary actions to facilitate the acceptance of supplies or services ordered under Government contracts. The HS Contractor shall also arrange for these Contractors to submit invoices and receive payments by the ship if it has a mutual agreement with the other Contractors to perform these services for them. Any disputes or discrepancies arising from the order will be resolved directly between the ship and the other Contractor(s) with assistance from the HS Contractor and FISC Detachment Singapore.

1.2.12. Customs & Immigration: The HS Contractor shall assist ship personnel with immigration and customs requirements necessary for them to enter the country where the ship's visit is to be performed. This includes providing Visa and Customs application forms. The HS Contractor shall contact the FISC Detachment Singapore prior to arrival to ascertain how many personnel will require assistance.

1.2.13. The HS Contractor shall facilitate the ship's timely departure.

1.2.13.1. The HS Contractor shall provide a timely cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.13.2. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided.

1.2.13.3. The HS Contractor shall remove all provided equipment.

1.3. ARRANGING SUPPLIES AND SERVICES

1.3.1. Purchase order to be issued to a vendor other than the HS Contractor for additional supplies and services. When a requirement exist for supplies or services that are not included on the Schedule of Supplies and Services as price, reserved, or TBD, the HS Contractor shall assist the Supply Officer of the vessel in obtaining information from, and delivering information to, reliable sources for these items by identifying responsible sources, performing market surveys, providing pricing information from at least three sources whenever feasible, and delivering Government orders. In obtaining or delivering this information, the HS Contractor shall inform the potential sources that it is solely obtaining and delivering information for the U.S. Navy, and is not entering into any contractual commitment. The information obtained shall be submitted to the ship's Supply Officer who shall make the acquisition selection decision and issue appropriate contractual documents and courtesy copy to FISC Detachment Singapore Contracting Officer. The ship's Supply Officer shall normally issue a purchase order to the selected vendor rather than issuing an order to the HS Contractor that requires the HS Contractor to provide the supplies or services. The HS Contractor shall deliver to the vendor the Supply Officer's or Contracting Officer's order to purchase the supplies or services. This order shall be in writing (facsimile and electronic transmission included) and signed by the Supply Officer or Contracting Officer specifying the price, item(s), quantity, and delivery requirements of the order. The HS Contractor shall facilitate receipt of the items by the ship. The HS Contractor shall not arrange unofficial requirements or personal requests from individual crewmembers under auspices of this contract. The HS Contractor shall use the specifications for FF&V, Bread, and Eggs that are included as part of this contract when when arranging for those supplies.

1.3.2. Supplies and services to be provided by the HS Contractor. In the event the above process cannot be followed by the ship's Supply Officer, and the ship's Supply Officer orders the additional supplies and services from the HS Contractor, the HS Contractor is still responsible for promoting competition to the maximum extent practicable to obtain supplies and services from the source whose offer is the most advantageous to the Government. In addition, if the supply or service required is greater than $3,000, the HS Contractor shall provide information on the

results of competition conducted by providing: name of the sources contacted, amount of each offer received (indicating the items ordered, quantity, unit price and total price) and rationale for decision. Any communication concerning non pre-priced items to be acquired under this subparagraph will not be considered an order until the HS Contractor and the AGR have agreed on a price for the supplies or services. This information must be provided to FISC Detachment Singapore Contracting Officer during the ship visit or not later than 7 days after the ship's departure from the visited port. The HS Contractor's record of promoting competition as required by this paragraph will be evaluated based on the criteria established in Section B1, Overview, paragraph 15, Standards for Professional Service.

1.3.3. Purchasing procedures. Not later than 60 days after contract award, the HS Contractor shall submit written policy and procedures on Arranging Supplies and Services (to include purchasing procedures). The Contracting Officer will review the plan for acceptability, and may require revisions to the policy. When the Contracting Officer deems the written policy and procedures acceptable to the Government, the Contracting Officer will approve the plan.

1.4. FRESH FRUITS AND VEGETABLES (FF&V), BREAD, EGGS, AND OTHER SUBSISTENCE ITEMS

1.4.1. When requested by the ship, the HS Contractor shall assist in arranging for the timely provision of FF&V, Bread and Eggs and other subsistence items. FF&V shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using nightsoil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. The HS Contractor shall assure that the provider of items arranged under this line item furnished to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars (Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Delivery charges shall be included in the price rather than being shown separately.

1.4.2. If the total cost of FF&V and subsistence items ordered and received by a ship under this contract exceeds $10,000.00 for a port visit, the HS Contractor shall submit a report via e-mail to FISC Detachment Singapore within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the HS Contractor shall provide copies of all quotes obtained. This report is in addition to the CRAFT report.

1.4.3. The HS Contractor shall ensure that the sources it recommends to the ship's SUPPO for the supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection is provided as Attachment 8.

1.4.4. The HS Contractor shall consider this requirement for inspection of sources when recommending or selecting suppliers of subsistence items. Under no circumstances should the HS Contractor recommend or offer for acceptance subsistence items from non-approved sources.

1.4.5. The HS Contractor shall comply with the Quality Assurance Provisions as per Attachment 9 when providing or arranging to provide FF&V, bread, eggs, and other subsistence items. .

1.5. PRE-SAILING VISIT: The HS Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the HS Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The HS Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the HS Contractor's best estimate and an adjustment will be made later.

1.5.1. The payment will be made by the ship prior to departure from the port. If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Officer, U.S. Navy Region Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in

U.S. dollars through electronic funds transfer or U.S. Treasury check. The HS Contractor must accept the U.S. Government commercial purchase card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPC is the MasterCard. If a ship uses a U.S. Government credit card, the ship shall reimburse the HS Contractor any surcharge imposed by the financial institution processing the credit card transaction up to three (3) percent. Upon award of contract, the HS Contractor shall provide evidence furnished by the Financial Institution of the credit card surcharge.

1.5.2. The HS Contractor shall also provide any invoices for port tariff items which have been completed for certification by the ship's Supply Officer.

1.5.3. Copies of all invoices presented to the ship shall be provided to FISC Detachment Singapore Contracting Officer within seven (7) working days from the departure of the visiting vessel.

1.5.4. The HS Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The HS Contractor's point of contact for this information shall be the Command Duty Officer, Supply Officer, or his designated representative.

2. OPERATIONS OTHER THAN WAR (OOTW) – DISASTER RELIEF MANAGEMENT FEE (First Day and Subsequent Days) AND OPERATIONS OTHER THAN WAR (OOTW)/CONTINGENCY EXERCISE LOGISTICS SUPPORT – MANAGEMENT FEE (First Day and Subsequent Days)(LOT 13) (CLIN XX34) and (CLINXX35)

2.1 CLINs XX34 and XX35 authorize the Government to order Management Services in support of Operations Other Than War. Recognizing that the specific Management Services that may be required will likely vary depending on the particulars of the individual Operation Other Than War, the CLINs are priced on a per person/per day basis. At the time the Government orders services under the CLINs it will provide the HS Contractor a detailed list of tasks that the HS Contractor shall perform. The tasks shall be within the scope of the tasks further described below. The HS Contractor shall use its best efforts to fully perform the set of tasks within the limitation of the number of persons/number of days of service ordered by the Government. The HS Contractor shall promptly notify the Government if it believes that it will be unable to fully perform the specified tasks because the Government has not ordered sufficient services under these CLINs.

2.2. Operations Other Than War (OOTW), sometimes referred to as “contingencies”, are defined as emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. In addition to rescue and humanitarian relief missions, military contingencies can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property; training efforts and exercises in preparation for actual contingencies shall also be included.

2.3. An exercise is defined as a prearranged, preplanned evolution being conducted between the U. S. Government and a foreign nation for Humanitarian, training, or other purpose of a specified duration. The name of the event will generally, but may not always, include the word “exercise.”

2.4. Logistic Support is defined as goods and services provided in a background framework to an operation or an exercise. Logistics Support can take place in the immediate vicinity of the operation/exercise or a great distance away.

2.5. If the Government has need of Management Services in support of an Operation Other Than War for disaster relief response it will order Management Services under CLIN XX34. If the Government has a need of Management Services in support of an Operation Other Than War for other purposes, it will order Management Services under CLIN XX35.

2.6. The HS Contractor shall furnish personnel who are familiar with the manner in which the U.S. Navy operates, speak the local language that is normally used at the site of the OOTW, and speak and read English. The HS Contractor shall ensure that the personnel provided under these CLINs arrive at the OOTW site by the date and time specified in the order. The Government may require that personnel arrive as soon as 24 hours after the order is issued. The First Day and Subsequent Day Management Fee rates shall include any costs for the HS Contractor employees to

travel to and from the OOTW site, and the costs of food and lodging for the HS Contractor while at the OOTW site. HS Contractor employees will not normally be provided meals or lodging at U.S. Government expense nor will they typically be entitled to Government-furnished lodging and meals on a reimbursable basis.

2.7. For each increment of one person for one day that the Government orders, the HS Contractor shall provide one qualified employee to work on tasks identified at the time the order is issued for a period of at least 12 hours per day. The HS Contractor employee will normally perform those tasks at the OOTW site. The HS Contractor shall provide the Government a Point of Contact for questions and issues that arise in connection with the tasks identified at the time the order is issued who can be contacted during the portion of the 24-hour day that the HS Contractor's employee is not at the OOTW site.

2.8. These are not personal services CLINs. HS Contractor employees performing services under these CLINs will perform the tasks identified by the Government at the time the order is issued. The HS Contractor employees performing the services are under the supervision and direction of the HS Contractor. Should the Government have concerns with the manner in which the tasks are being performed or have a need to modify the tasks, it shall contact the HS Contractor.

2.9. Services that may be required under this CLIN include, but are not limited to, providing interpreter support, providing expertise on locally-sensitive cultural issues, liaison with local political and police authorities, and providing technical assistance in acquiring necessary supplies and services. A sample list of the type supplies and services that the Government may require assistance in acquiring is attached at Exhibit D. The HS Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the HS Contractor shall make every effort to locate at least three sources. As with the Management Services CLINs for Husbanding Services, the Government may also direct the HS Contractor to acquire necessary supplies and services under these OOTW CLINs that the Government requires.

2.10. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, these CLINs will apply. If a similar Management Service is ordered for delivery in the port vicinity and the requirement is received from the ship or a contingent on the ship, the HS Contractor's Husbanding fees and CLINS shall apply.

2.11. If an advance party arrives in a country for OOTW and requires services under these CLINs prior to the start of the OOTW event, the HS Contractor shall be compensated for the services provided at the subsequent day rates for these CLINs. The HS Contractor is not required to provide any services to an advance party under these OOTW CLINs without first receiving an order for such services from an AGR. The HS Contractor may be required to support multiple operations at the same time, or a single operation at multiple locations, the HS Contractor may bill for each operation/location for which the HS Contractor's services are ordered.

3. BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The HS Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The HS Contractor shall place additional fenders between the breasting barge and the ship when requested.

3.3. The HS Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. BROW (CLIN XX04)

4.1. The HS Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not damage the surface of the pier.

4.2. Due to the dramatic height difference between the submarine deck and pier, the HS Contractor provided submarine brow must afford personnel a smooth and safe transit when entering or exiting thesubmarine deck. Also, the submarine brow must be capable of supporting shorepower cables without damaging the cable.

5. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX05)

5.1. The HS Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

5.2. The HS Contractor shall remove sewage from the ship in HS Contractor-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

5.3. The HS Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

5.4. The HS Contractor shall provide CHT hoses of sufficient length from HS Contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

5.5. When collection of CHT is done via barge, the HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship.

5.6. The HS Contractor shall properly dispose of all sewage in accordance with Section B1 - OVERVIEW of the contract section, paragraph 15, Standards for Professional Services.

5.7. The HS Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements.

6. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX06)

6.1. The HS Contractor shall arrange for landlines to be installed aboard the ship.

6.2. The HS Contractor shall provide fully charged, mobile hand phones with chargers capable of using dual voltage. Each mobile phone provided shall include a spare battery and an operating manual/instruction with published rates for usage.

6.3. The HS Contractor shall provide activation, auto roaming, long distance accounts, and airtime for land and mobile hand phones.

6.4. The HS Contractor shall provide commercial telephone services and sale of phone cards for personal use by crewmembers.

6.5. The HS Contractor shall provide pre-paid International Calling Cards for official use.

7. CRANE (CLIN XX07) - The HS Contractor shall provide cranes with operators, required assistant personnel (minimum two assistants), and support equipment such as slings, lifting bars, and nets. When ordered, the HS Contractor is required to provide mobile crane services (shore crane and floating crane) with operator. The HS Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

8. DOCKAGE AND WHARFAGE (CLIN XX08) - The HS Contractor shall provide pier and wharf usage.

9. FENDERS (CLIN XX09) - The HS Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

9.1 The HS Contractor shall provide camels as fenders for the ship.

10. FLEET LANDING (CLIN XX10) - The HS Contractor shall provide a Fleet Landing site at designated piers. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct Force Protection (FP) operations. The HS Contractor shall ensure that this area is kept clean during the ship visit in port.

11. FORCE PROTECTION (CLIN XX11)

11.1. General (CLINs XX01 & XX02): The HS Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The HS Contractor must develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HS Contractor must coordinate all aspects of FP planning and services with Port Authorities, HN agencies, and U.S. Embassy security staff. If the HN is supplying FP assets the HS Contractor must verify they are available and are scheduled to show up on time. The HS Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR. The HS Contractor shall not add any requirements unless first receiving direction to do so as provided at paragraph 11.2 below.

11.1.1. Access Points: The HS Contractor shall establish a single entry and exit point to the pier area.

11.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

11.1.3. Personnel Identification: The HS Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

11.1.3.1. Background Checks. The HS Contractor shall conduct security background checks on employees with local or national police departments or other government organizations. The HS Contractor shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers.

11.1.3.2. The HS Contractor shall issue photo identification badges to its personnel and ensure subHS Contractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times.

11.1.3.3. The HS Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as HS Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

11.1.4. Access Lists: The HS Contractor shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other Contractors as required.

11.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

11.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work.

11.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

11.1.5. Inspections. The HS Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

11.1.6. Stand-Off Distances:

11.1.6.1. Objects: To the maximum extent practicable the HS Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.r.

11.1.6.2. Unloading Zones: To the maximum extent practicable the HS Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship..

11.1.7. Warning Signs: The HS Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

11.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

11.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state “Restricted Area, Do Not Enter”
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

11.1.8. Ship Schedules: The HS Contractor shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HS Contractor’s written policy shall describe the required measures to protect ship schedule information.

11.2. Non-Contract FP Measures: The HS Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Detachment Singapore Contracting Officer. The HS Contractor must explain what the added FP service will include and why it has been requested. The Contracting Officer will coordinate this requirement with the ship’s FP personnel. Once a decision is made then the HS Contractor will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

11.3. Beach Guard Office or Tent (CLIN XX11AA)

11.3.1. The HS Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ship’s personnel while performing security checks on personnel, baggage, and vehicles.

11.3.2. The office or tent will be large enough to accommodate a minimum of five (5) people. The tents shall have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The HS Contractor will ensure that

there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 LB, CO_2 fire extinguisher shall be provided and kept fully charged.

11.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

11.4. Dive and Vetting Operations (CLIN XX11AB)

11.4.1. The HS Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

11.4.2. The pier will be vetted prior to the ship's arrival.

11.4.3. To the maximum extent practicable the HS Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship..

11.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

11.4.5. The HS Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

11.5. Floating Line of Demarcation (CLINs XX11AC through XX11AE)

11.5.1. The HS Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers but is to help identify a safe standoff zone.

11.5.2. The HS Contractor shall comply with the specification of the FLD in Attachment 3.

11.6. Perimeter Fencing (CLIN XX11AF)

11.6.1. The HS Contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the HS Contractor will provide portable chain link fencing with vehicle and walk up entrances.

11.6.2. The perimeter fence provided by the HS Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved
Entry Point: Entry available for vehicles and personnel.

11.7. Physical Security Barriers (CLIN XX11AF through XX11AJ)

11.7.1. The HS Contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to

keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

11.7.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used. As well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

11.7.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zigzag patterns to control the speed of access.

11.7.4. A personnel entry point must be established through the barriers.

11.7.5. Barriers may also be used to seal off secondary Port gates.

11.7.6. All barriers must be placed prior to a ship's arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

11.8. Picket Boats (CLIN XX11AK)

11.8.1. The HS Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

11.8.2. The HS Contractor shall comply with Attachment 4 for picket boat operations and specifications.

11.9. Portable Lighting (CLIN XX11AL)

11.9.1. The HS Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port's installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship.

11.9.2. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

11.10. Security Guards Services (CLINs XX11AM through XX11AQ)

11.10.1. The HS Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

11.10.2. The HS Contractor shall comply with Attachment 5 for security guard operations.

11.10.3. Security guards shall be armed or unarmed in accordance with Exhibit A, Schedule of Supplies and Services.

11.11. Two Way Radios (CLIN XX11AR) - The HS Contractor shall provide two way radio sets capable of communicating with the ship, picket boats and to the shore patrol designated individuals.

11.12. Hand Held Explosive Detectors (CLIN XX11AS) - The HS Contractor shall provide hand held explosive detectors capable of detecting explosives.

11.13. Hand Held Wand Metal Detectors (CLIN XX11AT) - The HS Contractor shall provide hand held metal detectors capable of detecting metal.

11.14. Walk Thru X-Ray & Metal Detector (CLIN XX11AU) - The HS Contractor shall provide a walk thru X-ray & metal detector capable of detecting metal.

11.15. X-ray Baggage Scanning Machine airport-type (CLIN XX11AV And CLIN XX11AW) – The HS Contractor shall provide an X-ray baggage scanning machine capable of X-raying hand carried luggage and bags to determine its contents. Equipment shall be manned by professionally trained operator to operate the equipment 24 hours a day.

11.16. Under Carriage Vehicle Scanner (CLIN XX12AX) – The HS Contractor shall provide an under carriage vehicle scanner to scan vehicle undercarriages.

12. FORKLIFT WITH OPERATOR (CLIN XX12) - The HS Contractor shall provide forklifts with operators for loading and unloading operations.

13. FUEL (CLIN XX13)

13.1. Normally, fuel is provided by the HN or by other U.S. Navy bunkering contracts. However, if those sources are not available, then the HS Contractor may be required to assist in obtaining the fuel. In that case, the HS Contractor must comply with this paragraph and must ensure the attached specifications are met by the fuel provider.

13.2. If a ship requires the HS Contractor to provide fuel, the Husbanding HS Contractor shall contact the bunkering HS Contractor or HN source. If the HN or bunkering HS Contractor can provide the fuel within the time needed, the HS Contractor shall so inform the ship. However, if the HN or US Government bunkering Contractor cannot deliver the fuel when required by the ship, the HS Contractor shall so inform the SUPPO or FISC Detachment Singapore and request approval to proceed. Only after this is done, may the HS Contractor arrange for fuel delivery.

13.3. The HS Contractor shall only charge fuel at the daily commercial fuel rate established by the port or local authorities. The HS Contractor shall provide documentation of the daily rate to the SUPPO. The fuel price charged shall be free on board the ship whether at pier side or at anchor. Compensation for all husbanding efforts or costs associated with assisting in the acquisition and delivery of fuel (for instance, dealing with customs authorities) are included in, and otherwise covered by, the daily fixed husbanding services rates set out in the Schedule of Supplies/Services of this contract.

13.4. The HS Contractor shall provide fuel in accordance with Attachment 6 – Fuel Specifications.

13.5. The HS Contractor shall provide a fuel barge or truck to transport fuel to the ship.

13.6. The HS Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

13.7. The HS Contractor shall load the ordered fuel and transport to the ship. The HS Contractor shall transfer the fuel from the fuel barge or truck to the ship. The HS Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

13.8. The HS Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

13.9. In recognition of the fact that fuel is sold by weight (metric tons) and by volume (gallons or litres), the HS Contractor shall ensure all United States ships are provided with a fuel invoice and the appropriate customs certification demonstrating the quantity of fuel provided in metric tons and in gallons or liters.

13.10. Excess Fuel Procedures: If the ship does not offload all of the fuel ordered, the HS Contractor shall store the excess fuel and diligently attempt to sell it as soon as practicable. The HS Contractor shall receive a storage fee for up to three (3) days. The HS Contractor shall receive a fuel disposal fee on a reimbursable basis upon presentation of vendor invoice for disposal services.

14. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX14)

14.1. The HS Contractor shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse.

14.2. The HS Contractor shall provide dedicated refuse bins to the ship.

14.3. If collection is done by sea, the HS Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship.

14.4. The HS Contractor shall collect all loose refuse placed adjacent to refuse bins.

14.5. The HS Contractor shall immediately clean up any spilled refuse.

14.6. The HS Contractor shall properly dispose of all collected refuse.

15. LINESBOATS (CLIN XX15) - The HS Contractor shall provide Linesboats to assist in docking line handling operations.

16. LINE HANDLERS (CLIN XX16)

16.1. The HS Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier. One "Job" covers both securing and unsecuring the mooring lines.

16.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

17. MANLIFT (WITH OPERATOR) (CLIN XX17)

17.1. The HS Contractor shall provide a manlift with operator and a full fuel tank.

17.2. The HS Contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning.

17.3. The HS Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The HS Contractor shall maintain documentation of ship personnel acknowledgement of the training.

18. MATERIAL HANDLING (CLIN XX18)

18.1. The HS Contractor shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

18.1.1. The HS Contractor shall use counter-to-counter delivery and charge by each Bill of Lading.

18.1.2. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

18.1.3. Shipping documents shall be labeled 'SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HS Contractor.

18.2. The HS Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel.

18.3. The HS Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

18.4. The HS Contractor shall use forklifts and cranes from The Schedule.

18.5. The HS Contractor shall receive the package from the carrier and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

18.6. The HS Contractor shall deliver the package to the shp after arrival in port or the following morning.

18.7. The HS Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative or FISC Detachment Singapore.

18.8. The HS Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship.

18.9. The HS Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

19. MISCELLANEOUS (CLIN XX19)

19.1. INTERPRETER SERVICES (CLIN XX19AA) - The HS Contractor shall provide all interpreter services as ordered by the SUPPO. The interpreter shall be fluent in both spoken and written local language and English.

19.2. PORTABLE LATRINES (CLIN XX19AB)

19.2.1. The HS Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

19.2.2. The HS Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

19.2.3. The HS Contractor shall restock toilet paper, hand soap, and paper towels daily.

19.2.4. The HS Contractor shall clean latrines twice daily.

19.3. LOGISTIC SUPPORT TO GOVERNMENT TEAMS (CLIN XX19AC)

19.3.1. Government teams conduct surveys in a variety of ports in the Western Pacific theater. The Government may require the assistance of the HS Contractor in the ports to be surveyed. The HS Contractor shall provide estimated costs to the AGR and subject to approval by the AGR. The AGR shall provide DD Form 1155 or SF 1449 to the HS Contractor in support of this survey.

19.3.2. The HS Contractor shall assign an individual to participate in and assist with logistical arrangements for a team that will perform the survey. This team may visit a variety of ports in advance of ships' visits to assess the force protection levels of the port and to perform related functions. The HS Contractor's assistance shall include providing logistical support as requested by the Government, coordinating access and interviews with local officials, local husbanding services, and support HS Contractors, coordinating necessary translation services for the team, and assisting in the development of a final assessment report.

19.3.3. The HS Contractor shall invoice port surveys at the subsequent day husbanding fee for a Class I ship in the port. In addition, the HS Contractor shall be reimbursed for economy class air transportation and daily per diem rate that includes lodging, meals and other related expenses. The per diem rates shall be those set forth in the Joint Travel Regulations (JTR) at http://perdiem.hqda.pentagon.mil/perdiem/ .

19.3.4. Other expenses related to the service(s) and anticipated by the HS Contractor will be invoiced and reimbursed at cost. The HS Contractor shall submit all receipts, invoices or other valid documents to support the incurred expenses. The HS Contractor shall not pay for hotels, meals, rental vehicles, telephone expenses and any other expenses that the Government team members may incur and for which they can be reimbursed under their Government travel orders.

20. OIL BOOMS (CLIN XX20)

20.1. The HS Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water.

20.2. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

20.3. The HS Contractor shall dispose all oil waste caught in the Oil Boom.

21. OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX21)

21.1. The HS Contractor shall remove oily waste and aggregate water from the ship.

21.2. The HS Contractor shall pump oily waste and aggregate water from the ship to HS Contractor provided equipment.

21.3. The HS Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed.

21.4. The HS Contractor shall provide hoses of sufficient length from HS Contractor equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

21.5. When removal is done via barge, the HS Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship.

21.6. The HS Contractor shall properly dispose of all oily waste and aggregate water.

21.7. The HS Contractor shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements.

22. PAINT FLOAT (CLIN XX22)

22.1. The HS Contractor shall provide paint floats to hold personnel painting the ship.

22.2. The paint float deck shall be between two (2) to three (3) meters above the waterline and the scaffolding shall be no higher than 3.5 meters from the deck.

22.3. The ship is responsible to secure the paint float to the ship if rented for more than one day.

23. PILOTS (CLIN XX23) - The HS Contractor shall provide qualified pilots to navigate the ship to and from the berthing locations.

24. POTABLE WATER (CLIN XX24) - The HS Contractor shall deliver fresh, potable water to the requesting ship in accordance with the current World Health Organization (WHO) Guidelines for drinking-water quality, located at http://www.who.int/water_sanitation_health/dwq/gdwq3rev/en/index.html, to the intake hose of the requesting ship suitable for showering, cooking and cleaning. Water availability shall be in accordance with the delivery schedule specified by the SUPPO. The ship shall test and determine acceptability of the water delivered.

25. PRATIQUE (CLIN XX25) - The HS Contractor shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

26. SHORE POWER (CLIN XX26)

26.1. The HS Contractor shall provide shore power to the ship using

26.1.1. Port provided permanent connection system.

26.1.2. Or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels.

26.2 The HS Contractor shall provide all cables and make all power connections between the generator and ship.

26.3. The availability of shore power shall be in accordance with the schedule established by the ship.

27. SHORE STEAM (CLIN XX27) – The HS Contractor shall provide shore steam to the ship.

28. STEVEDORE SERVICES (CLIN XX28) - The HS Contractor shall provide stevedores and supervisors for general labor.

29. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX29)

29.1. The HS Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

29.2. The HS Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

30. TRANSPORTATION VEHICLES (CLIN XX30)

30.1. The HS Contractor shall provide vehicle service with qualified drivers for official government business.

30.2. The HS Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

30.3. The HS Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

30.4. The HS Contractor shall provide drivers who can speak and understand English clearly.

30.5. The HS Contractor shall provide only vehicles with air conditioning.

30.6. The HS Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

30.7. The HS Contractor shall return all items left in rental vehicles to the ship's SUPPO or to FISC Detachment Singapore if the ship has departed.

30.8. The HS Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

30.9. If the unit of issue is by “Day”, then the rental period shall constitutes 12 hours.

31. TUGS (CLIN XX31)

31.1. The HS Contractor shall provide tugs to bring ships to and from berthing locations.

31.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

31.3.Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

31.4. If tugs are not available through the port authority, the HS Contractor shall use commercially available tugs.

32. WATER TAXIS (CLIN XX32)

32.1. The HS Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 7 – Water Taxi Specifications.

32.2. The HS Contractor shall return all items left in water taxis to the ship's SUPPO or FISC Detachment Singapore.

32.3. The HS Contractor shall obtain written acknowledgement of water taxi service by the ship's duty officer onboard. Logs shall be used to document arrival and departure times.

33. CRAFT REPORT (CLIN XX33)

33.1. The HS Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit C - CRAFT.

33.2. The report shall be submitted to FISC Detachment Singapore Contracting Officer within seven (7) working days of each ship's departure.

34. OPERATIONS OTHER THAN WAR (OOTW) – DISASTER RELIEF – MANAGEMENT FEE (CLINXX34) and OPERATIONS OTHER THAN WAR (OOTW)/CONTINGENCY EXERCISE LOGISTICS SUPPORT – MANAGEMENT FEE (CLIN XX35). See Paragraph 2 above

35. OOTW COST REPORT (CLIN XX35)

35.1. The HS Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for each OOTW event, showing what services or supplies were ordered from the contract and what was actually provided. The sample report format is provided in Exhibit C – CRAFT.

35.2. The report shall be submitted to FISC Detachment Singapore Contracting Officer within seven (7) working days of each OOTW events' completion.

Section D - Packaging and Marking

SECTION D
Per individual delivery order

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	Destination	Government	Destination	Government
9000	N/A	N/A	N/A	Government

Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCE

1.0 Period of Contract: Period of contract for the purpose of issuing task orders shall be as follow:

Period of Performance for the following Lots commences on 1 Dec 08 and ending 30 Nov 09:

Lot 1, Management Fee for all ports in India, Sri Lanka, Bangladesh, Myanmar, Mauritius including Mascarene Islands and Maldives, Lot 2 - Chennai, Lot 3 - Mumbai, Lot 4 – Vasco Da Gama, GOA, Lot 5 - Visakhapatnam, Lot 6 – Port Louis, Mauritius and Lot 7 - Operations Other Than War (OOTW)

2.0 Place of Performance: The husbanding services required under this contract shall be performed at the following countries and ports:

All Ports in India, Sri Lanka, Bangladesh, Myanmar, Mauritius including Mascarene Islands and Maldives including Operations Other Than War (OOTW).

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
9000	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: Funds shall be made available upon issuance of a Task Order
AMOUNT: $0.00
CIN 00000000000000000000000000000000: $0.00

INVOICES AND PAYMENTS

1. The HS Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the HS Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The HS Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the HS Contractor's best estimate and an adjustment will be made later.

2. The payment will be made by the ship prior to departure from the port. If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Officer, U.S. Navy Region Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury check. The HS Contractor must accept the U.S. Government commercial purchase card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPC is the Mastercard. If a ship uses a U.S. Government credit card, the ship shall reimburse the HS Contractor any surcharge imposed by the financial institution processing the credit card transaction. The Government will not reimburse a credit card surcharge for an amount greater than 3 percent of the invoice payment. Upon award of contract, the HS Contractor shall provide evidence furnished by the Financial Institution of the credit card surcharge.

3. Copies of all invoices presented to the ship shall be provided to FISC Det Singapore Contracting Officer within seven (7) working days from the departure of the visiting vessel.

Section I - Contract Clauses

ADDITIONAL CLAUSES
ADDITIONAL CONTRACT TERMS AND CONDITIONS.

(a) Oral Orders (Indefinite Delivery Contracts) (SUP 5252.216-9402) (JAN 1999). Oral orders may be placed, provided the following conditions are complied with:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.

(3) Invoices for supplies or services furnished in response to total orders will be accompanied with a received copy of each related delivery ticket.

(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

(b) Written Orders (Indefinite-Delivery Contracts) (SUP 5252.216-9403) (JAN 1992). Written orders on Standard Form 1449/DD Form 1155 will contain the following information, consistent with the terms of the contract:

(1) Date of order;
(2) Contract number and order number;
(3) Item number and description, quantity, and unit price;
(4) Delivery or performance date;
(5) Place of delivery or performance (including consignee);
(6) Packaging, packing, and shipping instructions, if any;
(7) Accounting and appropriation data;
(8) Any other pertinent information.

(c) Authorized Changes Only By The Contracting Officer (SUP 5252.243-9400) (JAN 1992)

(1) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(2) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(3) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and FAX telephone number of the Procuring Contracting Officer (PCO) are:

Commercial Address: FISC Detachment Singapore
PSA Sembawang Terminal
Deptford Road, Building 7-4
Singapore 759657

Military Address: PSC 470, Box 2150
FPO AP 96534-2150

FAX Numbers: (65)-6-750-2639 or 2382

(d) Provision for Wood Products SA 03-05 NAVSUP CLAIMANCY POLICY - Pinewood Nematode (microscopic roundworm) Free Non-Manufactured Wood Pacing (NMWP) Material (SWPM) (Nov 2002) NAVSUP

(1) Definition. 'Pinewood nematode' as used in this provision, means a microscopic roundworm that has infested coniferous (softwood) trees.

(2) All non-manufactured wood lumber, pallets boxes, crates, containers, reels blocking and bracing, dunnage, drums, etc. for all shipments are required to be certified pest- (pinewood nematode) free. All wood pallets, boxes, crates, containers, reels, blocking and bracing, dunnage, drums, etc. ordered/delivered from vendors/suppliers shall be heat-treated and marked to the American Lumber Standards Committee (ALSC), NMWP policy and enforcement standards. The approved method for ensuring NMWP material is pinewood nematode free is as follows:

(i) Heat-treated to a minimum core temperature of 56°C(133°F) for at least 30-minutes in a closed chamber that has been tested evaluated, and approved officially for this purpose. In addition, the susceptible wood shall display an officially approved heat-treated marking enabling the identification of where and by whom the above treatment has been carried out.

(3) All bulk lumber procured for the fabrication of pallets, boxes, crates, containers, reels, skids, blocking and bracing, dunnage, drums, etc., shall be certified and marked as a part of the fabrication process, to the ALSC NMWP policy and enforcement standards. Vendors/Suppliers using ALSC-certified lumber to make or repair wooden boxes, crates, skids, containers, pallets, reels, drums, etc., must have formal processing procedures and documentation to ensure that only certified lumber leaves their fabrication point.

(4) This provision is self-deleting if the material or supplies are not shipped in NMWP material.

(e) Agency Protests

(1) Prior to submission of an agency protest, all parties should use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions.

(2) FISC Detachment Singapore will process agency protests in accordance with the substantive and procedural requirements of FAR 33.104(d).

(3) Pursuant to FAR 33.103(d)(4), an agency protest may be filed directly with either the Contracting Officer or the Chief of the Contracting Office. A protestor who initially files an agency protest with the Contracting Officer may appeal an adverse decision to the Chief of the Contracting Office. Agency protest submissions should clearly identify the initial adjudicating official, i.e., the "Contracting Officer" or "Chief of the Contracting Office".

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-36	Payment by Third Party	MAY 1999

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Removed].

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___(iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

__ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

___ (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).

___ (16) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

_X (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

___ (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of theVietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

_X_(24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

___ (ii) Alternate I (AUG 2007) of 52.222-50.

___ (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (26) FAR 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) .

___ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (28) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (29)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (31) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (35) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (7) 52.237-11, Accepting and Dispensing of $1 Coin (AUG 2007)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued as described at Section F, paragraph 1.0.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $5,000 , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:
(1) any order for services in support of more than three (3) vessels in a single port at the same time or any order to husband in excess of eight (8) ships in the geographic area covered by this contract. The three vessel mix shall be definied as one (1) Class V or below, and two (2) Class II or below in any single port; or

(2) Any order for a single item in excess of the maximum quantity for that item which is identified in the pricing schedule, Exhibit A, of this contract.

(3) Any order for a combination of items in excess of the maximum quantity for the applicable performance period of this contract; or

(4) A series of orders from the same ordering office within 120 days that together call for quantities exceeding the maximum quantities indetified in the pricing schedule by more than 200 percent (200%).

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one (1) day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 days following the conclusion of the contract term in which the order is issued.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance

hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days before the contract expires.

(End of clause)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acq.osd.mil/dp/dars/
http://www.arnet.gov/
http://farsite.hill.af.mil/
DFARS Clauses http://www.acq.osd.mil/dpap/dars/dfaras/index.htm

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

__X__ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

____252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

____252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

____ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).).

____ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

____ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

____ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2005) (------ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

____ 252.225-7021 Trade Agreements (JUN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

____ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (----- - Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

_____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

____ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

_____ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

__X__252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (_____Alternate I) (MAR 2000) (_____Alternate II) (MAR 2000) (____Alternate III (May 2002).

____252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all—

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting officer.

(End of clause)

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(End of clause)

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUNE 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

(End of clause)

252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless—

(1) Approved in writing by the Contracting Officer;

(2) Made in accordance with the laws and regulations of the United States of America; and

(3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract of any plans, specifications, or other similar documents relating to work under this contract, if marked “Top Secret,” “Secret,” or “Confidential” be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall—

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

EXHIBIT E
Historical Data for ship visits

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SECTION J - LIST OF ATTACHMENTS AND EXHIBITS

EXHIBITS AND ATTACHMENTS
Applicable documents, exhibits, and attachments for this contract are:

EXHIBIT NO.	DOCUMENT
A.	Schedule of Supplies and Services
B.	Port Tariff
C.	CRAFT Report
D.	OOTW Sample
E.	Historical Craft Data of Ship Visits

ATTACHMENT NO.	
1.	Classification of Ships
2.	Refuse Definitions
3.	Floating Line of Demarcation (FLD) Specifications
4.	Picket Boat Operations & Specifications
5.	Security Guard Operations
6.	Fuel Specifications
7.	Water Taxi Specifications
8.	Request for Sanitary Inspection
9.	Quality Assurance Provisions (including Appendices A & B)
10.	Quality Assurance Surveillance Plan (QASP)

EXHIBIT A – SCHEDULE OF SUPPLIES AND SERVICES
See Section B2 – Exhibit A (ELINs) Schedule of Supplies and Services.

Separate Excel spreadsheet is attached. Complete all unit prices in U.S. Dollars under each lot and grand total. A completed Excel soft copy shall be forwarded to the Contracting Officer as part of the offer to enable the Contracting Officer to verify the formula when evaluating prices.

EXHIBIT B – PORT TARIFF ITEMS
The Excel spreadsheet provides estimates of port tariff rates only.

EXHIBIT C – CRAFT REPORT
The CRAFT report must be submitted within seven (7) days upon completion of a ship visit. Copies of certified invoices shall be forwarded to the Contracting Officer.

EXHIBIT D
EXHIBIT D – OPERATIONS OTHER THAN WAR (OOTW) SAMPLE PROVISIONS
The listing under this Excel spreadsheet is a sample for information purposes only. No Pricing is required.

ATTACHMENT 1

SHIP CLASSIFICATIONS (DESCRIPTION OF U.S. NAVY SHIPS BY CLASS AND TYPE)

The following are Ship Classifications:

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	7
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45

AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360
Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854
Class IV					
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082
T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276
T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

Displacement is expressed in tons and represents fully loaded displacement.

The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

GLOSSARY OF TERMS AND ABBREVIATIONS

AGOS	RESEARCH SHIP
AGSS	RESEARCH SUBMARINE
AOE	FAST COMBAT SUPPORT SHIP
ARS	SALVAGE SHIP
AS	SUBMARINE TENDER
CG	GUIDED MISSLE CRUISER
CV	MULTIPURPOSE AIRCRAFT CARRIER (CONVENTIONALLY PROPULSION)
CVN	MULTIPURPOSE AIRCRAFT CARRIER (NUCLEAR PROPULSION)

DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
FFG	GUIDED MISSLE FRIGATE
HSV	HIGH SPEED VESSEL
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCS	LITTORAL COMBAT SHIP
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LHD	AMPHIBIOUS ASSAULT SHIP (MULTI- PURPOSE)
LPD	AMPHIBIOUS TRANSPORT DOCK
LSD	AMPHIBIOUS CARGO SHIP
LSV	LOGISTIC SUPPORT VESSEL (ARMY)
HSIC	MARK V SPECIAL OPERATIONS CRAFT (1 PAIR)
MCM	MINE COUNTERMEASURE SHIP
MCS	MINE COUNTERMEASURE SUPPORT SHIP
MHC	MINE HUNTERS COASTAL
MSC	MILITARY SEALIFT COMMAND
PC	PATROL COASTAL SHIP
SSBN	BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSGN	CRUISE MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	ATTACK SUBMARINE (NUCLEAR PROPULSION)
T-AE	AMMUNITION SHIP (MSC)
T-AFS	COMBAT STORE SHIP (MSC)
T-AGOS	OCEAN SURVEILLANCE/PATROL SHIP (MSC)
T-AGS	SURVEYING/ OCEANOGRAPHIC SHIP (MSC)
T-AH	HOSPITAL SHIP (MSC)
T- AKE	DRY CARGO/AMMUNITION SHIP (MSC)
T-AKR	STRATEGIC SEALIFT SHIP (MSC)
T-AO	OILER (MSC)
T-AOT	TANKER (MSC)
T-ATF	FLEET OCEAN TUG (MSC)
WAGB	POLAR CLASS ICEBREAKERS
WHEC	HIGH ENDURANCE CUTTER
WMEC	MEDIUM ENDURANCE CUTTER

ATTACHMENT 2
REFUSE SERVICE DEFINITIONS

The following are Refuse Definitions used for this contract:

『Refuse』 includes all garbage, ashes, debris, rubbish and other similar waste material, and anything else delivered to the ship, but not taken onboard due to spoilage, etc., even though such refuse was not aboard the vessel when it arrived in port. Not included are explosives and incendiary waste and contaminated waste from medical and radiological processes.

『Garbage』 means animal and vegetable waste (and containers thereof) resulting from the handling, preparation, cooking, and consumption of foods. Edible, or hog food, garbage is the portion of waste food, which has been segregated for salvage.

『Ashes』 means the residue from burned wood, coal, coke, and other combustible material.

『Debris』 means grass cuttings, tree trimmings, stumps, street sweepings, rooting and construction wastes, and similar waste material.

『Rubbish』 means a variety of unsalvageable waste material such as metal, glass, crockery, floor sweepings, paper, wrappings, containers, cartons, and similar articles not used in preparing or dispensing food. Rubbish is further subdivided into:

『Combustible Rubbish』 which can be burned readily in an incinerator or burning pit.

『Noncombustible Rubbish』 which cannot be burned at ordinary incinerator temperatures (800 to 1,800 degrees F.)

『Receptacles』 or **『Containers』** means cans, drums, bins, or similar receptacles, which can be handled easily, and multiple containers, which are handled by mechanical truck-mounted hoists. A **"bin"** is defined as a standard garbage bin used for this service which can vary in size. Size will be identified in The Schedule Sub-CLINs.

CLAUSES INCORPORATED BY FULL TEXT

ATTACHMENT 3
FLOATING LINE OF DEMARCATION SPECIFICATIONS (CLIN XX11XX)

The following are Floating Line of Demarcation (FLD) Specifications used for this contract:

1. The Contractor shall provide a FLD to identify a restricted area in the water of approximately 330 feet (100 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. The FLD is to help identify a safe standoff zone.

2. The size of the FLD will depend on the class of ship. Pier side, the FLD should be positioned 330 feet (100 meters) fore and aft of the ship and 330 feet (100 meters) out into the water from the ship. If sufficient space is not available then the FLD will be positioned as far as possible from the ship. At anchorage, the FLD will be positioned 330 feet (100 meters) outside the swing radius of the ship.

3. There are two types of FLDs that are currently authorized.

    3.1. Continuous Line FLD - If allowed by the Port, the Contractor shall provide a Continuous Line FLD per the specifications listed below.

        3.1.1. The FLD must fully enclose ships at dockside or at anchorage. The FLD will have an Entry Control Point (ECP) where the FLD may be opened up when authorized watercraft require access to the ship. The Contractor will provide a boat and crew to open up and close the FLD at the ECP.

        3.1.2. Specifications:

            3.1.2.1. Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable ECP for access.Floatation devices positioned every meter on the line.

            3.1.2.2. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing strobe lights (standing at least one meter high above the water) and positioned every 75 meters along the line.

            3.1.2.3. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the FLD. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD intact at all times regardless of sea conditions. Failure of the system to remain in place may result in deductions to the invoice.

    3.2. Buoy System FLD - This is an acceptable alternative to the Continous Line FLD requirement. Some Ports may require the buoys to be temporarily moved and replaced if a commercial ship requires the water space.

        3.2.1. The Contractor shall provide a Buoy System FLD per the specifications provided below.

3.2.2. The Contractor shall provide a Buoy System FLD to identify a restricted area around ships. The purpose of the Bouy System FLD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 100 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible on both ship and shore based radar. The Picket Boats will patrol outside of this visual reference. The Buoy System FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) workboats to tend to the Buoy System FLD at all times.

3.2.3. Provide the system with weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

ATTACHMENT 4

PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

1. The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

2. The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

3. Ships at anchorage will normally require two Picket Boats.

4. The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate CLIN in the contract.

5. The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

6. The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

7. The Picket Boat will meet the following requirements:

    7.1. Licensed for commercial operations by local country Department of Transportation.

    7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

    7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

    7.4. If a deckhand crewmember is required, only qualified personnel are used.

7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

7.11.4. Portable Spotlight

ATTACHMENT 5

SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

1.2. Security guards may be provided through private security firms or through local police officials.

1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pierside:

2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

2.2. All pierside guard services will be performed within the parameters of local Laws and Regulations.

2.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

2.6. The following equipment will be required as a minimum for each guard:

2.6.1. Uniform as provided by contractor or authorities;

2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. ROEs Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi.

Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats:

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2 If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3 The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4 As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

ATTACHMENT 6

FUEL SPECIFICATIONS

The following are the Fuel Specifications for this contract:

SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	**Requirement**	**Text Method**
Appearance, @ 25ºC or ambient temperature whichever is higher	Clear, bright and free of visible particulates	D 4176 1/
Demulsification, @ 25ºC, minutes (max)	10	D 1401 2/
Density, @ 15ºC, kg/m^3 (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, ºC 50% point, ºC 90% point, ºC, (max) end point, ºC, (max) Residue º Loss, % vol., (max)	 Record Record 357ºC 385ºC 3.0	D 86 3/
Cloud Point, ºC, (max)	-1ºC	D 2500
Color, (max)	3	D1500
Flash Point, ºC, (min)	60ºC	D 93 4/
Particulate Contamination, mg/liter, (max)	10	D 5432 5/
Pour Point, ºC, (max)	-6ºC	D 97

Viscosity, @ 40ºCm mm^2/second	- 1.7 - 4.3	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100ml, (max)	1.5	D5304 (R), D 2274 6/
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664
Aniline Point, ºC, (min)	60ºC	D 611
Ash, % wt., (max)	0.005	D 482
Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 7/
Corrosion, @ 100ºC, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min) Cetane Index, (min)	42	D 613 (R), D 976 8/
Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 2622
Trace Metals, ppm, (max) Calcium Lead Sodium plus Potassium Vanadium	 1.0 0.5 1.0 0.5	D 3605 9/
Additive Names and Dosages	Record	

1. If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709, 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains visible sediment or particulate matter, but meets the requirement of 10 mg/1 (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.

2. The demulsification text shall be conducted in accordance with the following exceptions:

   (a) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.

   (b) The test temperature shall be 25ºC.

   (c) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute.

3. As the end point of the distillation is approached, if either a thermometer reading of 385ºC or a decomposition point is observed, discontinue the heating and resume the procedure as directed in ASTM D 86.

4. The flash point value is the absolute and no value less than 60ºC is permissible.

5. A one-liter minimum sample shall be used.

6. ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours to 40 hours.

7. When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fuel, without the cetane improver.

8. Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified in Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.

9. Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of the inspection authority.

2. COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC MAY 2002)

Offered product shall conform to the following requirements which are suitable for Marine Gas Turbine.

	TEST REQUIREMENTS	METHOD	
1.	Cetane Number	ASTM D 613	42 min
	or		
	Cetane Index	ASTM D 976	43 min
	NOTE: If the Cetane number is reported, the reported value shall apply to the base fuel without Cetane improving additives.		
2.	Appearance @ 21^{O}C or ambient temp. (whichever higher)	Visual	Clear & Bright
	or		
	Water & Sediment	ASTM D 2709	0.05 vol % max.
3.	Distillation, 90% point	ASTM D 86	357^{O}C max.
4.	Flash Point	ASTM D 93	60^{O}C min
	NOTE: The flash point value is absolute and no value less than 60^{O}C is permissible.		
5.	Cloud Point	ASTM D 2500	-1.1^{O}C (30^{O}F) max.
	NOTE: Cloud Point results will be evaluated based upon bunkering location.		
6.	Viscosity @ 40^{O}C	ASTM D 445	1.7 - 4.5 cSt
7.	Color 4	ASTM D 1500	3 max.
	NOTE for deliveries outside the United States, the offerors must submit information on the composition, color and desired concentration of any dye to be used in order to obtain approval.		
8.	Density @ 15^{O}C	ASTM D 1298	876 kg/m^{3} max.
9.	Carbon Residue on 10% bottoms 5	ASTM D 524	0.35 mass % max.
	NOTE: For carbon residue on 10% bottoms, ASTM D 189 is an acceptable alternate method.		
10.	Ash	ASTM D 482	0.01 mass % max.
11.	Sulfur 6	ASTM D 4294	1.0 mass % max.
	NOTE: For total sulfur content, ASTM D 1552 and ASTM D 2622 are acceptable alternate methods.		
12.	Corrosion	ASTM D 130	3 max.
13.	Composition Distillate Fuel (fuel shall contain no residual)	None	100%

3. FUEL OIL, INTERMEDIATE, GRADES RME-25 (IFO 180 AND RMG-35 (IFO 380) (DESC JUN 2004)

a. Product shall conform to ISO 8217:1996.

b. ALTERNATE TEST METHODS. The test methods below can also be used to determine the following requirements:

REQUIREMENTS TEST METHOD

1. Density @15^{o}C, kg/m^{3} ASTM D 4052
2. Carbon Residue ASTM D 4530
3. Vanadium, mg/kg ASTM D 5863
4. Aluminum plus silicon, mg/kg ASTM D 5184

c. SULFUR. Starting My 19, 2005, the sulfur limit for RME-25 (IFO 180) purchased under the DESC Bulk Purchase Program must meet a revised sulfur weight percent limit of 3.5, maximum.

d. A. FOR THE BULK PROGRAM, RME-25 (IFO 180) purchased under the DESC Bulk Purchase Program must meet a revised sulfur weight percent limit of 3.5, maximum. (DESC 52.246-9FFE).

ATTACHMENT 7
WATER TAXI SPECIFICATIONS

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxi specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated FISC Det Singapore Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor, the FISC Det Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including COMPACFLT.

5. COMSEVENTHFLT Specifications:

5.1. Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of (Philippines). Notwithstanding compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

5.1.1. Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

5.1.2. Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

5.1.3. The following information shall be conspicuously posted in both English and (the appropriate foreign language):

5.1.3.1. Current Operator's/Captain's license and boat names.

5.1.3.2. Passenger/weight capacity limit notice.

5.1.3.3. Location of life jackets and other life saving equipment.

5.1.3.4. Location of all exits indicated in large letters.

5.1.3.5. Emergency procedures

5.1.4. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

5.1.5. Operation of the boat shall be in a safe and seaworthy manner.

5.1.6. The consumption of alcoholic beverages shall not be permitted aboard the boat.

5.2. Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by (Philippines) for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

5.3. Security: During the term of this contract the ship(s) to be serviced (insert ship name if purchase order) agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

5.4. Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

5.5. Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

5.5.1. Hull

5.5.1.1. Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures.

5.5.1.2. Superstructure, including masts and stacks.

5.5.1.3. Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.

5.5.1.4. Provisions for drainage of sea water from exposed decks over the side and not into the bilges.

5.5.1.5. Access/egress points- adequacy of number and location.

5.5.2. Machinery

5.5.2.1. 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.

5.5.2.2. Main propulsion and auxiliary machinery essential to operation of boat.

5.5.2.3. Sea and bulkhead closure valves.

5.5.2.4. Bilge auction strainers and dewatering systems-bilge pump to be tested by operation

5.5.2.5. Bilges free of flammable liquids

5.5.3. Electrical

5.5.3.1. Cables.

5.5.3.2. Navigation, deck, and emergency lights.

5.5.3.3. Rotating electrical machinery; e.g., generators and motors --Storage batteries

5.5.4. Lifesaving equipment

5.5.4.1. Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.

5.5.4.2. Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.

5.5.4.3. First aid kits, life rings and distress lights.

5.5.4.4. Distress signaling devices

5.5.5. Fire fighting equipment

5.5.5.1. Fire pump - test by subjecting fire hose(s) to fire pump pressure.

5.5.5.2. Portable fire extinguishers.

5.5.5.3. Fixed systems, e.g., C02 cylinders.

5.5.6. Steering apparatus

5.5.7. Miscellaneous systems and equipment

5.5.7.1. Harbor charts.

5.5.7.2. Ground tackle and mooring lines.

5.5.7.3. Whistle/fog horn, bell.

5.5.7.4. Lighted compass.

5.5.7.5. Radar.

5.5.7.6. 2-way radio capable of Bridge-to-Bridge communications.

5.5.7.7. Current license.

5.5.7.8. Operator qualifications.

5.6. Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement-is that contained in paragraph 4.7 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

5.7. Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

5.7.1. Safety of operations. Insure the following are present and in working condition:

5.7.1.1. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.

5.7.1.2. Fire extinguishers sufficient for the size of the vessel operated.

5.7.1.3. Radio (with battery backup) capable of Bridge-to-Bridge communications.

5.7.1.4. Anchor/chain sufficiency for the size of the vessel operated.

5.7.1.5. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

5.7.2. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:

5.7.2.1. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

5.7.2.2. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.

5.7.2.3. Ensure no bare or exposed electrical wires or connections are located in the passenger area.

5.7.2.4. Validate that sufficient unobstructed exits are present and marked in English.

5.7.2.5. Verify that no missile hazards, gear adrift, or trip hazards exist.

5.7.3. The following shall be conspicuously displayed, in English:

5.7.3.1. Passenger/weight capacity.

5.7.3.2. Location and number of life jackets.

5.7.3.3. Location of life saving equipment.

5.7.3.4. Locations of exits (if not obvious).

5.8. Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

5.9. If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

ATTACHMENT 8
REQUEST FOR SANITARY INSPECTION

SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
FISC DETACHMENT SINGAPORE
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD, BLDG 7-2
SINGAPORE 759657

Dear Sir:

We are interested in supplying (e.g. specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

LIST AND INFORMATION TO REQUEST FOR INITIAL INSPECTION

List of products for which approval is requested.
Establishment letterhead - four places.
Name of establishment owner.
Site area size - acres, square feet or square meters.
General description of the area surrounding the plant site.
Building description, i.e. material used in construction, age of building(s), size (in square feet or meters), and number of stories.
Drawing of floor plan of building(s) to include major production areas (for slaughterhoused and dairies only).

List of major processing equipment.
Sources of raw materials.
Output of finished product - average kilograms or tons per day, per week or per month.
Special codes printed on product packages which identify the establishment, the product, and the date of production or packaging.
Number of employees.
Are employees receiving pre-employment or periodic medical examinations? What is the frequency of the periodic examinations?
Program for employee instruction personal hygiene, food, handling techniques, and food hygiene and safety.
Cleaning and sanitizing methods, including chemical used.
Detailed written cleaning and sanitizing program.
Official water quality certification from the local government, including total aerobic bacteria plate count, coliform count, and chemistry.
Name of water source.
Waste disposal program.
Pest control program.
Name of inspection agencies which inspect the plant (government and civilian) and frequency of inspections. Are inspection reports available for review?
Flow chart for the manufacture of each major category of products listed in No.1 above from raw materials to finished products health control points.
What laboratory examinations are performed on products and plants environment? Are the results available for review?
Total number of company vehicles?
Key personnel and point of contact for inspectors.
Direction to plant.

ATTACHMENT 9

QUALITY ASSURANCE PROVISIONS
September 2006

SECTION I. GENERAL REQUIREMENTS

1. **SANITARILY APPROVED SOURCES:** All subsistence items shall be from approved sources as authorized, or exempted in NAVSUPINST 4335.4F/AR 40-657/AFR 161-32/MCO P10110.31G. Name and address of processing facility shall identify any subcontracting entities utilized other than the primary contractors. FISC DET Singapore has available approved source listings of authorized subsistence incorporated into VETCOM Circular 40-1, Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Hawaii and Pacific) and other regions maintained and published by HQ, US Army Veterinary Command, Fort Sam Houston, Texas (http://vets.amedd.army.mil/vetsvcs/approved.nsf). The U.S. Army Veterinary Representative, prior to commencing a contract/Blanket Purchase Agreement (BPA), shall inspect all required potential sources identified. Failing to pass inspection shall be grounds for not issuing a BPA and grounds for cancellation if the facility fails inspection after a BPA has commenced. This applies to all contractors and subcontractors. Documents cited here shall be provided to the contractor upon written request.

2. **DELIVERY VEHICLES:** The supplies delivered under this contract/BPA shall be transported in a sanitary enclosed/covered or open flatbed vehicle. Semiperishable items delivered in open flatbed vehicle shall be covered with a tarp to protect products from rain or foreign objects. Vehicles shall be equipped to maintain the appropriate temperature for the subsistence being delivered. Vehicles shall be maintained in a sanitary condition to prevent contamination of the food and shall be subject to inspection by the government at all reasonable times. Supplies submitted for acceptance in vehicles, which are not sanitary, may be rejected without further inspection. Concurrent transportation of bulk contained pesticides, rodenticides, petroleum products, inedible products, household chemicals, or other caustic or volatile compounds are undesirable but occasionally necessary. When a carrier jointly transports subsistence and cleaning agents or hazardous products, the cleaning agents or hazardous products shall be segregated from the subsistence to the greatest extent. Segregated to the greatest extent means that all cleaning agents or hazardous products shall be unitized, loaded completely lower and horizontally from the subsistence to the maximum distance allowed by the physical configuration of the carrier. Shrink-wrap shall be used to secure items to pallets and provide stabilization.

3. **CODE DATING:** Master-shipping boxes shall be stamped or embossed with code dates, except Fresh Fruits and Vegetables, (FF&V). Coding must represent the date of slaughter, production, pasteurization, manufacture, or expiration/pull date. Open code shall have the date, month and year or Julian date, (last number of the year with the number of days). Closed code, such as letters and numbers, shall have an accompanying letter from the manufacturer explaining the code and shelf life.

4. **PACKAGING:** Standard commercial packaging is acceptable as long as it meets the requirements set forth in this agreement, product is protected from contamination, and quality is preserved. Products shall be packaged in non-returnable commercial containers that do not exceed 55 pounds or 25 kilograms per container. The use of a plastic shrink-wrap to secure items to the pallet shall be minimized.

5. **SHELF LIFE REQUIREMENTS:** Unless otherwise specified in this agreement, products shall be delivered with not less than one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining. If the supplies delivered DO not have the minimum number of days of shelf life remaining as set forth in this agreement, the government shall have the right to reject and/or require replacement.

6. **TEMPERATURE REQUIREMENTS:** Unless otherwise specified in this agreement, all perishable products shall be delivered between 32°F-41°F (0°C-5°C) for chilled and 0°F (-18°C) or below for frozen. Temperatures shall be checked

between the primary container and the outer container to reduce product damage. If a discrepancy is suspected, internal temperature shall be checked prior to rejection or acceptance of the products.

7. **REJECTED ITEM:** Any item recommended for rejection by the U.S. Army Veterinary Representative or receiving activity shall be annotated on the invoice or delivery receipt. The Contracting Officer Representative shall negotiate on price adjustment for quality or short shelf life defect as requested by receiving activity based on the U.S. Army Veterinary Representative inspection results. Replacements shall be coordinated with the Contracting Officer Representative as requested by the receiving activity.

8. **FOREIGN ORIGIN PRODUCTS:** Foreign establishments DO not have to be Directory listed if the prepackaged finished items they produce are imported by distributors or brokers into the continental United States, Hawaii or Alaska for sale to U.S. Armed Forces. This exemption Does not apply to establishments importing food directly into the U.S. territories of American Samoa, Guam, or the Mariana Islands without entering the continental United States, Hawaii or Alaska.

9. **CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD:** See Appendix B below.

SECTION II. QUALITY ASSURANCE PROVISIONS BY ITEM

1. **DAIRY PRODUCTS:**

a. Milk products shall be from approved sources and meet the raw, pasteurized, bacteriological and chemical requirements of the United States Public Health Service (USPHS) Publication 229 (Grade A Pasteurized Milk Ordinance). Frozen deserts and novelties shall be from approved sources in accordance with applicable military or local specifications or in the absence of applicable specifications, good manufacturing practice. Bacteriological and chemical testing may be accomplished at origin or destination. The U.S. Army Veterinary Representative shall submit non-conforming results to the Contracting Officer and provide a copy furnished to the contractor with a letter of explanation. The letter shall inform the contractor that unreliable quality controls may result in suspending further deliveries in accordance with NAVSUPINST 4355.6A/AR 40-70. NAVSUPINST 4355.6/AR 40-70 sets forth the microbiological testing program and suspension procedures for dairy products.

b. Temperature on delivery: Fresh dairy products shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C). Frozen products shall be delivered at 0^{o}F (-18^{o}C) or below.

c. Cheese Related Products:

(1) Soft cheeses such, as mozzarella, natural provolone, cream cheese, and etc., shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C).

(2) Hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, etc., shall be delivered between 32^{o}F and 50^{o}F (0^{o}C and 10^{o}C).

2. **FRESH FRUITS AND VEGETABLES (FF&V): See Appendix A.**

a. All FF&V shall be freshest product available. FF&V shall have eye appeal and shall be a minimum of 90% free from quality defects and 100% free of decay or loss. The Contracting Officer Representative shall negotiate a downward price adjustment for quality defects based on the U.S. Army Veterinary Representative inspection results and confirmed by receiving activity.

b. FF&V shall be delivered in an enclosed vehicle, equipped to maintain the temperature required for the type of FF&V. Mixed loads of FF&V shall be between 35^{o}F and 55 °F (2^{o}C and 12^{o}C).

c. FF&V such as bananas that are sensitive to ethylene oxide shall not be palletized and wrapped with items that are ethylene oxide producers such as apples. Plastic wrapped around the product inside the boxes shall be removed to allow air circulation.

d. Fresh mushrooms shall not be packaged airtight. Packages that are wrapped in plastic shall have air hole cut into plastic 1/8 inch in diameter or larger.

e. FF&V such as bananas, potatoes and onions that are sensitive to chill damage shall be delivered without refrigeration or not less than 56 °F (14°C). FF&V delivered in an open flatbed vehicle shall be protected with a tarp.

f. For repacked FF&V, the recycled boxes shall be clean and odorless; weigh not more than 45 pounds, (20 kilograms); labeled with the name and weight of the item on two adjacent sides of the box and legibly handwritten or printed.

3. **FROZEN MEAT AND POULTRY**

a. Unless otherwise requested, all frozen meat and poultry products must be USDA inspected or USDA certified. They must be listed in one of the following publications: "Meat and Poultry Inspection Directory", or "Directory of Sanitarily Approved Food Establishment for U.S. Armed Forces Procurement. ".

b. Temperature at delivery shall be 0°F (-18°C) or below. If the product is frozen to the point that a bimetallic thermometer cannot be pushed into the product and there does not appear to be significant surface thawing or crystallization the product shall be considered acceptable. These factors shall be considered due to the lack of proper equipment for drilling frozen item.

c. Age at delivery in the frozen state:

(1) Beef shall be delivered no more than 12 months after the date of pack.

(2) Poultry shall be delivered no more than 12 months after the date of pack.

(3) Pork shall be delivered no more than 12 months after the date of pack.

(4) Lamb and veal be delivered no more than 12 months after the date of pack.

NOTE: If the manufacture, slaughter or expiration date is stamped, not embossed on the box, the Health Certificate from origin shall be available for verification by the inspecting U.S. Army Veterinary Representative.

4. **FROZEN WATERFOODS:**

a. Temperature at delivery 0°F (-18°C) or below and shall be checked using the guidance reference previously in paragraph II.3.a.

b. Age at delivery in the frozen state:

(1) Seasonal packed items shall be delivered no more than 12 months after the date of pack.

(2) Oysters shall be delivered within 6 months of shucking/freezing.

(3) Shrimp shall be delivered within 180 days, of packaging/freezing.

c. General Guidance: All items shall be delivered in excellent condition, practically free of parasites, and show no evidence of mishandling.

5. **SHELL EGGS:**

a. Shell eggs shall be cleaned and free of damage (broken, cracked, leaker, etc.,). The U.S. Army Veterinary Representative shall recommend rejection of eggs with excessive dirt or feces.

NOTE: A small quantity of dirt is allowed on eggs delivered from plants that are only approved for unwashed eggs, small defined as having relatively little size or slight dimension.

b. Fresh shell eggs delivered directly from the farms within 48 hours of production may be delivered in unrefrigerated vehicles that are covered. The vehicles must meet all the requirements listed in Section I, par. 2. Boxes shall be marked with the date of production with the vendor's name and address.

c. Chilled fresh shell eggs that are procured from food distributors shall be delivered in refrigerated vehicles and shall be delivered within 15 days from the date of packaging. Internal temperature of eggs at delivery must be 41°F (5°C) or below.

6. **BAKERY PRODUCTS:**

a. Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined.

b. Bakery products shall be delivered within 48 hours from the date of production. Frozen bakery products shall be delivered within 6 months from the date of production, (SL 12 months), and in a refrigerated truck with a temperature of 0°F (-18°C).

SECTION III. SPECIFIED ANCHORAGE DELIVERIES

1. Due to the special circumstances associated with anchorage deliveries, the following exceptions are authorized, but shall not relieve the contractor or the BPA holder of any other requirements in the Quality Assurance Provisions unless specifically listed below:

a. Dairy products may be delivered in non-refrigerated containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. When a refrigerated unit is not used, the dairy products shall be packed in special containers that hold multiple units of product (bi-wall/tri-wall boxes), with dry ice based on the product weight to maintain internal temperature of 41°F (5°C). The special container shall be packed to allow air circulation within. Dairy products shall be given the highest priority for loading/off-loading upon receipt.

b. FF&V may be delivered in unrefrigerated containers in the most expeditious manner to ensure the least amount of exposure to high temperatures.

c. Miscellaneous frozen products may be delivered in non-freezer containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. Frozen items shall be packed with dry ice based on the product weight to maintain frozen state. The special container shall be packed to allow air circulation within. Although slight temperature deviations may occur, proper packaging and sufficient quantities of dry ice shall preclude excessive temperature deviations and thawing. Any item showing sign of thawing shall be rejected.

2. Although special considerations are authorized in anchorage deliveries, no exceptions have been authorized or shall be accepted for reduced sanitary standards, including the sanitation of the vehicles, boats, and shipping containers. The reuse of containers to transport products with dry ice is authorized as long as the container is sanitary and serviceable.

3. No deviations to these Quality Assurance Provisions are authorized without prior written approval from the Contracting Officer and U.S. Army Veterinary Representative. Deviations shall be granted prior to quotes being accepted and only for the particular delivery in question.

APPENDIX A, PERISHABLE FOODS, TO ATTACHMENT 9 (QA PROVISIONS)

The following are requirements that apply to this contract:

PERISHABLE SUBSISTENCE COMPATABILITY GROUPS

(Extracted From DLAM 4145.12/ TM 38-400, April 1994)

Group 1

Temperature: 32° to 34°F (1° to 1°C).
Relative humidity: 90 to 95 percent.
Atmosphere: Normally used on berries and cherries only -10 to 20 percent CO_2.
Ice: Never in contact with commodity.

Note: Most members of this group not compatible with Group 6a or 6b because ethylene production by Group 1 can be high, and thus harmful to members of Group 6a or 6b.

Apples (except those varieties listed in Group 3)
Apricots
Berries (except cranberries) Cherries.
Figs (not with apples, danger of odor transfer to figs; also see Group 6a)
Grapes (not fumigated with surfer dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages).
Peaches
Pears
Persimmons Plums and Pomegranates
Quinces

Group 2

Temperature: 55° to 65°F(13° to 18°C)
Relative humidity: 85 to 95 percent.
Ice: Never in contact with commodity.
Avocados
Bananas
Eggplant {also see Group 5)
Grapefruit [1]
Guava
Limes
Mangoes
Muskmelons, other than cantaloupes
Casaba
Crenshaw
Honey Dew
Persian
Olive, fresh
Papayas
Pineapples {not with avocados, danger of avocados' odor absorption)
Tomatoes, green
Tomatoes, pink {also see Group 4)
Watermelons (also see Group 4 and 5)

Group 3

Temperature: 36° to 41°F (2°to 5°C).
Relative humidity: 90 to 95 percent: cantaloupes about 95 percent.
Ice: In contact with cantaloupes.
Apples (Grimes Golden and Jonathan (both, certain areas), Yellow Newton (California) and Mclntosh
Cantaloupes

Cranberries
Lemons [1] (use 50 to 55°F for more than a month)
Lychees (also see Group 4)
Oranges 1(Florida or Texas)
Tangerines

Group 4

Temperature: 40° to 45°F (4° to 7°C): beans 38° to 42°F (3° to 6°C).
Relative humidi1y: About 95 percent
Ice: Never in contact with commodity.
Beans snap
Lychees (also see Group 3)
Okra
Oranges [1] (California or Arizona)
Pepper; green (not with beans)
Pepper, red (if with green peppers, temperature adjusted toward top of range)
Squash, summer
Tomatoes, pink (also see Group 2)
Watermelons (also see Groups 2 and 5)

Group 5

Temperature: 50° to 55°F (10° to 13°C): ginger not below 55°F.
Relative humidity: 85 to 90 percent.
Ice: Never in contact with commodity.
Cucumbers
Eggplant (also see Group 2)
Ginger (not with eggplant, also see Group 7)
Potatoes (late crop)
Pumpkin and Squashes, winter
Watermelon (temperature adjusted for other members of the group; also see Groups 2 and 4),

Group 6a

This group, except for figs, grapes and mushrooms, is compatible with Group 6b
Temperature: 32° to34°F (0° to 1°C)
Relative humidity: 95 to 100 percent.
Ice: Never in contact with asparagus, figs, grapes, and mushrooms
Artichokes
Asparagus
Beefs, red
Endive and escarole
Figs (also see Group 1)
Grapes (not furnished with sulfur dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages)
Greens
Leek (not with figs or grapes)
Lettuce
Mushrooms
Parsley
Parsnips
Peas
Rhubarb
Salsity

Spinach
Sweet Corn
Watercress

Group 6b

This group is compatible with Group 6a, except for figs, grapes and mushrooms.
Temperature: 13°to 13°F (0° to l°C)
Relative humidity: 95 to 100 percent
Ice: Contact acceptable for all
Broccoli
Brussels sprouts
Cabbage
Cauliflower
Celeriac
Celery
Horseradish Kohlrabi
Onions green (not with rhubarb. Figs, or grapes; probably not with mushrooms or sweet corn)
Radishes
Rutabagas
Turnips

Group 7

Temperature: 5° to 65°F (13° to 18°C)
Relative humidity: 85 to 90 percent.
Ice: never In contact with commodity.
Ginger (also see Group 5)
Potatoes, early crop (temperatures adjusted for others)
Sweet Potatoes

Group 8

Temperature: 32°to 34°F (0° to 13°C)
Relative humidity: 65 to 70 percent.
Ice: never in contact with commodity.
Garlic
Onions dry

[1] Citrus fruits -Biphenyl fungicide may impart off odors to other commodities

The above information was extracted from Lipton, W.J. and J. M. Harvey, Compatibility of Fruits and Vegetables During Transport in Mixed loads, US Department of Agriculture Research Service, ARS51- 48 (September 1972).

Appendix B - CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD

Microbiological criteria for dairy products[1,2]				
Product(s)	Standard Plate Count (SPC) (See notes 3&4)	Coliform count (See note 4)	combined yeast and mold count (See note 4)	Preliminary incubation count (See note 5)

Aseptically processed and packaged Milk and milk products	0 per ml (See notes 6&7)	0 per ml (See note 6)	0 per ml (See note 6)
Buttermilk and acidophilus milk		10 per gram	
Cottage cheese		10 per gram	10 per gram
Cream, sour cultured		10 per gram	10 per gram
Grade A pasteurized milk and milk products	20,000 per ml	10 per ml	200,000 per ml
Ice cream products, flavored, fruit and / or nuts	50,000 per gram	20 per gram	
Ice cream products, vanilla and plain flavored	50,000 per gram	10 per gram	
Frozen dessert mix:			
Vanilla flavor	50,000 per gram	10 per gram	10 per gram
other flavors	50,000 per gram	20 per gram	10 per gram
Yogurt, chilled		10 per gram	
Yogurt, frozen, plain		10 per gram	
Yogurt, frozen, flavored		20 per gram	
Yogurt, soft serve mix		10 per gram	

Notes:
1. Phosphates as specified in the PMO.
2. Products shall be free of antibiotic or pesticide residues or below the action levels established for such residues by the applicable Federal Regulatory Agency. Antibiotic residue testing shall be by the method described in the PMO. Examinations and test to detect adulterants, including pesticides, shall be conducted by methods recognized by the applicable Federal regulatory agency.
3. Not applicable to cultured products.
4. All counts are maximum allowed standards.
5. Samples must be received within 72 hrs of pasteurization. Preliminary incubation test is used as a determination of keeping quality.
6. Nonconformance's will be considered an imminent health hazard.
7. Either aerobic or anaerobic SPC.

Microbiological criteria for Environmental Swabs[1,2]

	Aerobic Plate Count (APC)	Coliform Count	ATP (RLU) Counts
Environmental swab	100 per 50 sq cm	10 per 50 sq cm	See Note 3

Notes:
1. Microbiological counts can be used as an index for evaluating the sanitation status of processing equipment and the facility.
2. All counts are maximum recommended limits.
3. Relative Light Units (RLU) are directly correlated to log cfu/sq cm . RLU maximum tolerances are dependent upon the manufacturer of the ATP bioluminescence reader. Follow manufacturer's instructions for RLU limits.

Microbiological criteria for Fish, fresh or frozen, including shellfish

Counts[4]	m	M
Aerobic Plate Count (APC)	5,000 per gram	1,000,000 per gram
E. coli	10 per gram	500 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Vibrio parahaemolyticus [1]	10 per gram	100 per gram
Vibrio vulnificus[2,3]	Zero (0) Tolerance	
Salmonella[2]	Zero (0) Tolerance	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Used for oysters and fish designed to be consumed raw.
2. No viable pathogen in a 25 gram sample.
3. Limit is established as non-detectable depending on method used and detection limit.
4. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Fruit Juice, Fresh or Frozen

Product(s)	Standard Plate Count (SPC) [3] m	M	Coliform count	Combined Yeast and Mold count
Aseptically processed juice[1]	0		0	0
Pasteurized Juice[2]		20,000 per ml	20 per ml	200 per ml
Non-Pasteurized Juice[4]	50,000 per ml	100,000 per ml		

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Must be labeled as aseptically processed and process must be verified.
2. Must be labeled as pasteurized.
3. Plate count limits for juices, except for aseptically processed juice, are used as a quality indicator and may assist in determining keeping quality and/or shelf life.
4. Non-pasteurized juice is not approved for US Armed Forces Procurement.

Microbiological criteria for Kimchee [1,3,4]

Counts [9]	m	M
Coliform (MPN)	10 per gram	
Clostridium perfringens	100 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Pseudomonas ssp [7]	200 per gram	
Streptococcus ssp [7]	10 per gram	
Listeria monocytogenes[8]	0	
Salmonella ssp[2,8]	0	
Vibrio ssp[5,8]	0	
Salt %	$\geq$ 2.5/wt	$\leq$ 3.5/wt
pH	$\geq$ 4.2	$\leq$ 4.7
Polygalacturonase [6]	Negative	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. Products containing monosodium glutamate (MSG), nuts or nut oils must be labeled appropriately to reflect potential allergenic contents.
2. Only for varieties containing meat or poultry, sprouts, watercress or melon.
3. Varieties of Kimchee include, but are not limited to: Vegetables: winter, spring, cucumber, wrapped, Yolma, Chang, radish (Nabak), white (Pak), western-cabbage, pony-tail radish (Chonggak), eggplant, green onion, pumpkin, spinach, leek, green pepper; Chanachi: radish, green pepper, cucumber, garlic cabbage; Kaktagi: radish, radish and oyster Kaktuki; Tong Chimi;: radish tongchimi; Shikhae: chicken, andong, Alaskan Pollock shikhae.
4. All Kimchee products must be delivered and stored refrigerated with a definitive shelf life marked on each container.
5. Only for varieties containing fish or seafood ingredients.
6. Polyglacturonase activity is an indicator of overripening and spoilage, inferring the possible presence of Bacillus subtilus, Saccaromyces fragilis, Candida pseudotropicalis, Oospora lactis, Asperfillus ssp., and Penicillium ssp.
7. Excessive acidification may be due to high counts of these organisms; this is an indicator of very poor quality product.
8. Zero tolerance pathogens.
9. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Retail Ground Beef, Beef Trimmings, Ground Pork , Poultry (Chilled or Frozen)		
Counts	m	M
Aerobic Plate Count (APC)	100,000 per gram	1,000,000 per gram
Fecal Coliform	50 per gram	500 per gram
Total coliform	100 per gram	1,000 per gram
E. coli	10 per gram	< 110 per gram
Coagulase Positive Staph	<100 per gram	500 per gram
Salmonella species	Zero (0) Tolerance[1]	
E.coli O157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.

Microbiological limits for Sandwiches, Prepared Salads and Spreads, Bagged Salad, and Cut Vegetables [4]		
Counts[3]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli most probable number (MPN)	3 per gram[2]	10 per gram
Coliform (fecal)	10 per gram	100 per gram
Yeast and mold count	200 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Campylobacter jejuni	Zero (0) Tolerance[1]	
Salmonella species	Zero (0) Tolerance[1]	
Listeria moncytogenes	Zero (0) Tolerance[1]	
E. coli 0157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that "M" are of marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. No viable pathogen in a 25 gram sample.
2. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
3. Products may not be examined for all microbial characteristics as listed above. Contact laboratory if specific tests are required.
4. Tuna, chicken, ham and egg salads are tested the same, regardless whether on bread or submitted in tubs, buckets or other retail containers.

Microbiological criteria for Soft Serve Ice (cream) Milk and Soft Serve Yogurt at the retail/user level[2]		
Counts	m	M
Standard plat count [1]	50,000 per gram	250,000 per gram
Coliform	10 per gram	100 per gram
Combined Yeast & Mold		100 per gram

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

Standard Plate Count (SPC) does not apply to yogurt products.
Soft serve and Yogurt machines.

Microbiological limits for Tofu			
Counts[2]		m	M
Aerobic plate count (APC)		100,000 per gram	1,000,000 per gram coli (MPN)
<3 per gram	10 per gram		
Staphylococcus aureus		100 per gram	1000 per gram
Salmonella species[1]		Zero (0) Tolerance[1]	
Listeria moncytogenes[1]		Zero (0) Tolerance[1]	
Yersinia entercoliticus[1]		Zero (0) Tolerance[1]	

Legend:
m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. Products may not be examined for all microbial characteristics as listed above.

Microbiological and Chemical criteria for Bottled Water[1] and Vending Machine Water[2] and Ice		
Counts	m	M
Coliform	0 per 100 ml	
Coliform (bottled water)	0 per 250ml	
Heterotrophic Plate Count [5]	1000 per ml	100,000 per ml
Pseudomonas aeruginosa	Zero (0) Tolerance	
Flouride[2]		
Arsenic[2]		
Trihalomethanes[2]		
Chlorine[2]		
Dissolved Solids[4]		
Silver [3]	None Detectable	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Bottled water is tested IAW the specific limits set forth by the Code of Federal Regulations (CFR) and current Environmental Protection Agency (EPA) regulations.
2. Vending machine water requirements are from the Association of Food and Drug Officials Model Code, 1997; Ice standards are derived from the International Packaged Ice Association. These are the minimum tests required for Vending Machine water.
3. Current published regulatory limits apply.
4. Only those machines utilizing silver impregnated carbon filters. Dissolved solids measurements are for vending machines labeled "Purified".

5. Ice and water derived from well water or surface water sources marketed at retail have higher allowable HPC limits. See current guidelines established in the CFR.

Microbiological criteria for Retail/User level Pre-packaged Deli and RTE Products[4]					
Product(s)	APC[3]	Listeria spp.[2]	Salmonella[2]	Coliform[2]	E.Coli O157:H7
Luncheon Meats, frankfurters, Beef, poultry & pork	Zero (0) Tolerance	Zero (0) Tolerance	10/g		Zero (0) Tolerance
Cheese, soft and hard	Zero (0) Tolerance	Zero (0) Tolerance	100/g		Zero (0) Tolerance
Pasteurized, liquid, frozen or Dried egg	Zero (0) Tolerance	Zero (0) Tolerance	100/g		Zero (0) Tolerance
Pizza topping (meat & cheese)	Zero (0) Tolerance	Zero (0) Tolerance	100/g		Zero (0) Tolerance
Dried meats sticks, jerky [1]	Zero (0) Tolerance	Zero (0) Tolerance	10/g		Zero (0) Tolerance

Notes:
1. Yeast and mold combined count should not exceed 100 /g.
2. No viable pathogen in a 25 gram sample. All counts are maximum allowable limits.
3. See Table Below for APC values in RTE Products.
4. Includes all like type/style products not otherwise listed.

Additional Microbiological limits for Commercial (Food Court Style) RTE Products[2,4]		
Counts	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli (MPN)	3 per gram [3]	10 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
E. coli 0157:H7[1]	Zero (0) Tolerance[1]	
Campylobacter jejuni	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. This table is primarily designed for hot food lines.
3. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
4. Products may not be examined for all microbial characteristics when submitted. These values are primarily used when conducting food borne illness investigations and overall quality characteristics.

PART VI - Summary of Directory Listing Requirements

Federal Supply Class

(*Note 1)	Listing Required	Listing Not Required
8905	All fish, meat, poultry, and shellfish, including:	Crabs, live.
(*Notes 2, 3)	Buffalo meat.	Crawfish, live.
	Fish, canned.	Fish, fresh or frozen, whole and/or eviscerated, head on or off, unscaled, unpackaged.
	Fish, fresh or fresh smoked, modified atmospheric packaged.	Lobster, live.
	Fish, fresh or frozen, packaged.	Shrimp, fresh or frozen, whole or head off.
	Herring, pickled.	
	Quail.	
	Rabbits.	
	Salmon, smoked.	
	Squid.	
8910	All dairy foods and eggs, including:	Chocolate drink mix, non-dairy.
(*Notes 4, 5)	Cream, sterilized.	Powdered dairy mixes.
	Creamer, coffee, dairy.	Toppings, non-dairy.
	Dairy soft serve mixes.	
	Desserts/puddings, frozen.	
	Egg nog, canned.	
	Egg substitutes.	
	Italian ices.	
	Topping, real cream.	
	Yogurt, fresh or frozen.	
8915	All pre-cut pre-packaged minimum processed fresh	All unprocessed fruits and
(*Note 7, 8)	fruits and vegetables.	vegetables.
	Kimchee.	Olives.
	Mushrooms, whole and sliced.	Fruit juices and nectars, shelf stable
	Salads, non-meat, with or without dressing (not USDA listed).	or frozen concentrate.
	Vegetable sprouts.	
	Fruit juices and nectars, refrigerated.	
8920	Bakery and cereal products (baked and unbaked, fresh	All other bakery products, including:
(*Notes 6, 9)	and frozen), specifically:	Bagels.
	Croissants.	Batter mix, dry.
	Doughnuts	Biscuits, canned.
	Egg roll wrappers.	Breads, rolls, and buns.
	Flour and corn tortillas.	Cake mix, dry.
	Wet pasta (noodles).	Cakes, unfilled.
	Pastries.	Cookie mix, chilled or dry.
	Pies.	Cookies, unfilled.
	Soft pretzels.	Crackers.
	Won ton wrappers.	Cupcakes, unfilled.
	Filled bakery items.	Dough, frozen or chilled.
		Dumplings, frozen.
		English muffins.
		Flour.
		Fruitcakes.
		Melba toast.
		Muffins
		Pancake batter, frozen.
		Pancake/waffle mix.
		Pasta, dry (noodles).
		Pizza crust.
		Taco shells.
		Toaster pastries.
		Pie crusts, unfilled.

		Waffles, frozen.
8925		All confectionery, nuts, and sugars.
8930		All jams, jellies, and preserves.
8935		Bouillon and soups.
8940	Dietary foods and specialty preparations,	All other dietary and specialty
(*Notes 2, 3, 4, 5, 10)	specifically:	preparations, including:
	Fish, meat, poultry, dairy, egg, and shellfish products.	Baby formula, canned.
	Pickled eggs.	Chips, nacho or potato.
	Frozen dinners.	Creamer, coffee, imitation (non-
	Pudding novelties, frozen or chilled.	dairy).
	Tofu.	Dips.
		Nacho cheese, canned.
		Nutri-why.
		Popcorn.
		Puddings, canned.
8945		Fats and food oils, including margarine
8950		All condiments and related products, including:
		Salad dressings.
		Mexican salsa)
8955		All cocoa, coffee, and tea.
8960	Beverages, nonalcoholic; specifically:	All other nonalcoholic beverages,
	Ice.	including:
	Bottled water.	Dry ice.
		Fruit drink mix containing no fruit juices.
8965		Non-MRE beverages, alcoholic.
8970	MRE food composite packages	Non-MRE composite food packages.
(*Note 2)		
8975		All tobacco products.

*Notes:

1. For complete item listing within each class of the 8900 (subsistence) Federal Supply Class (FSC) Group, refer to Federal Supply Catalog C8900-SL, Stock List--FSC Group 89 Subsistence.
2. Meat and poultry establishments listed in the *USDA Meat and Poultry Inspection Directory* may serve as sources of meat and poultry items as indicated. These products must bear the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to meat or poultry inspection acts must also be Directory listed for those items.
3. Directory listing is not required for establishments on the Interstate Certified Shellfish Shippers List (ICSSL). Fish, fresh or fresh smoked, modified atmospheric packaged (when distributed in a chill state) must be Packed Under Federal Inspection (PUFI) by the USDC or listed specifically in this Directory. Establishments supplying other fish products must be Directory listed unless listed by the United States Department of Commerce (USDC) in the *USDC Approved List of Fish Establishments and Products.*
4. Directory listing is not required for shell egg sources listed in the *Directory of Grading Offices and Plants Operating Under USDA Poultry and Egg Grading Programs.* Establishments listed in the *USDA Meat and Poultry Inspection Directory* for dried or liquid/frozen egg products may serve as sources for those products, as coded.
5. Establishments having a pasteurized milk compliance rating of 90 percent or higher, certified by a State milk sanitation officer, and listed in the *Sanitation Compliance and Enforcement Rating of Interstate Milk Shippers (IMS) List* may serve as sources of milk and milk products, as listed. Listing in this Directory is mandatory to serve as a source of other milk and milk products and/or frozen dessert items. Establishments listed in the *Dairy Plants Surveyed and Approved for USDA Grading Service* may serve as sources of manufactured or processed dairy products as listed by product code. Those operations denoted with "P" codes (packaging and processing) must be Directory listed when providing ungraded manufactured or processed dairy products.

6. Directory listing is not normally required for semiperishable and nonanimal origin ingredient sources for items such as ready-to-eat bakery products and ice cream.
7. Establishments processing ready-to-eat, chilled, and prepared non-meat salads (such as potato, egg, tuna, chicken, turkey, ham, bean, macaroni, or cole slaw) must be Directory listed.
8. Only pasteurized juices are authorized for purchase by the DOD.
9. Directory listing for natural and artificial cream or fruit filled pie crusts, cakes, and cookies is not required if the finished item will not support pathogenic microbial growth.
10. Establishments producing finished products containing less than 3 percent by weight components of animal origin may be exempted from Directory listing by the command publishing this Directory.

ATTACHMENT 10

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Husbanding Services
For
South Asia and Islands in the Indian Ocean

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance-based Performance Work Statement (PWS). This performance-based plan sets forth the procedures and guidelines the U.S. Fleet & Industrial Supply Center, Detachment Singapore will use in evaluating port visit cost reporting and non-contract item pricing performance of the husbanding service contractor.

1.1 PURPOSE

1.1.1. The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the port visit cost reporting and non-contracting pricing performance standards identified in the PWS.

1.1.2 This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

1.2 PERFORMANCE MANAGEMENT APPROACH

1.2.1 The performance-based PWS structures the acquisition around "what" service is required as opposed to "how" the contractor should perform the work. This QASP will define the performance management approach taken by the Contracting Officer to monitor, manage, and take appropriate action on the contractor's performance against expected outcomes or performance objectives communicated in the PWS. Performance management rests upon developing a capability to review and analyze information generated through performance metrics. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management. The data generated in a performance management approach provides information that indicates whether or not expected outcomes for required services are being achieved adequately by the contractor.

1.2.2 Performance management also represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether or not outcomes are being achieved and migrates away from scrutiny on compliance with the processes and practices used to achieve the outcome. The only exceptions to process reviews are those required by law and compelling business situations such as safety and health. An outcome focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved at the desired levels of performance.

1.3 PERFORMANCE MANAGEMENT STRATEGY

1.3.1 The contractor will set forth the staffing and procedures for self inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The contractor will develop and implement a performance management system with processes to assess and report their performance to the Contracting Officer.

1.3.2 The Contracting Officer will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The Government will make decisions based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

2.0 ROLES AND RESPONSIBILITIES

2.1. The Contracting Officer (KO) is responsible for monitoring contract compliance and contract administration; and resolving any differences between the observations documented by the requiring activity, and the contractor's performance. The KO will also have the responsibility for completing QA monitoring forms (refer to Attachments 10b and 10c) used to document the evaluation of the contractor's reporting and price performance.

2.2 The Authorized Government Representatives (e.g., Ship SUPPO) identified in the contract is responsible for monitoring, assessing, and communicating the technical performance of the contractor and assisting the contractor. Government surveillance may occur under authority of the Inspection/Acceptance paragraph of clause 52.212-4, Contract Terms and Conditions – Commercial Items, for any supply or service relating to the contract.

3.0 IDENTIFICATION OF SERVICES TO BE PERFORMED

The contractor shall provide husbanding service support in accordance with the PWS. The reporting and non-contract item pricing performance standards are identified in the PWS. The acceptable level of performance is also described in the PWS.

4.0 METHODOLOGIES TO MONITOR PERFORMANCE

4.1 In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate contractor performance. The primary methods of surveillance are random checks, observations, inspections, complaints and review of those records and files that are required to be maintained and delivered under the PWS. The Contracting Officer may also use reports and input from the requiring activity as sources of comments on the contractor's performance.

4.2 The contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of professional communication between employees and customers is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints. Performance management drives the contractor to be customer focused through initially addressing customer complaints and investigating the issues and/or problems.

NOTE: The customer always has the option to communicate complaints to the Contracting Officer as opposed to the contractor. The Contracting Officer will accept the customer complaints and will investigate using the Quality Assurance Monitoring Form – Customer Complaint Investigation identified in Attachment 10c.

4.3 The acceptable quality levels (AQL) located in Attachment 10a, Performance Requirements Summary Table, for contractor performance are structured to allow the contractor to manage how the work is performed while providing negative incentives for performance shortfalls.

5.0 QUALITY ASSURANCE REPORTING

5.1 The performance management feedback loop begins with the communication of expected outcomes. Port visit cost reporting and non-contract item pricing performance standards are expressed in the PWS and measured by the required performance metrics in Attachment 10a.

5.2 The Government's QA monitoring, accomplished by the KO, will be reported using the monitoring forms in Attachments 10b and 10c. The forms, when completed, will document the KO's understanding of the contractor's performance under the contract to ensure that the PWS requirements are being met.

5.2.1 The KO will retain a copy of all completed QA monitoring forms.

6.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

6.1 The Government shall use the observation methods cited to determine whether the AQLs have been met. The Government will evaluate the results which then may be translated into the specific negative incentives should performance not meet the AQL.

6.2 Within 30 days following the end of each order's performance period, the KO will prepare a written report summarizing the overall results of the quality assurance monitoring of the contractor's performance. This written report which consists of the contractor's submittals and the completed Quality Assurance Monitoring Forms (Attachment 10b) will become part of the QA documentation.

6.3 The KO may require the contractor's project manager, or a designated alternate, to meet with the Government personnel as deemed necessary to discuss performance evaluation. The KO will define a frequency of in-depth reviews with the contractor. However, if the need arises, the contractor will meet with the KO as often as required or per the contractor's request. The agenda of the reviews may discuss:

- Performance measured by the metrics and trends
- Issues and concerns of both parties
- Recommendations made by the KO based on contractor information
- Issues arising from independent reviews and inspections

6.4 The KO and contractor should jointly formulate tactical and long–term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the KO.

7.0. FAILURE TO PERFORM

7.1 The contractor may receive deductions and negative past performance ratings or even termination based on failure to perform. The following criteria apply for determining appropriate action:

1. Notifications. Consistent with FAR Part 12, the KO shall notify the service provider of failure to meet standards through QA monitoring forms, cure notices, or show cause notices and shall inform the service provider manager or designated alternate of such notices.
2. Deductions. The Government has the right to deduct a specified dollar for failure to meet performance standards. The amount is identified in the Performance Requirements Summary (PRS) of Attachment 10a.
3. Termination. If the KO determines that the contractor has failed to perform to the extent that a termination for cause is justified, the KO shall issue a notice of termination, consistent with FAR Part 12.

LIST OF ATTACHMENTS

ATTACHMENT10a. Performance Reporting Summary (PRS)
ATTACHMENT10b. Quality Assurance Monitoring Form
ATTACHMENT10c. Quality Assurance Monitoring Form – Customer Complaint Investigation

ATTACHMENT 10 a

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Required Service	Performance Standards	Acceptable Quality Levels	Method Of Surveillance	Incentive (Negative) (Impact on Contractor Payments)
Port Visit Cost Reporting	Submit CRAFT cost estimate to ship and Contracting Officer within two working days after receipt of LOGREQ (PWS Paragraph 1.1.3)	95%	E-mails receipts, files review, periodic, random, observations, complaints	$100 deduction for each documented instance when an estimate is submitted late and documentation in the contractor's past performance record
	Submit final CRAFT cost reports to the Contracting Officer within seven (7) working days of each ship's departure (PWS Paragraph 33.2)	95%	E-mail receipts, files review, random, complaints	$100 deduction for each documented instance when the report is submitted late and documentation in the contractor's past performance record
	CRAFT submittals are accurate and complete	95%	Files review, periodic, random, observations, complaints	Require contractor to take corrective action to correct inaccurate/incomplete reports and documentation in the contractor's past performance record
Pricing for Non-Contract Items	For non-contract items in excess of $3,000, the contractor provided the Contracting Officer information of the results of competition conducted for non-contract item pricing no later than seven (7) days after the ship's departure (PWS Paragraph 1.3.2)	95%	E-mail receipts, files review, periodic, random, complaints, observations	$100 deduction for each documented instance when results are submitted late and documentation in the contractor's past performance record
	The contractor has adequately documented fair and reasonable pricing for non-contract items over $3,000	90%	Files review, periodic, random, complaints, observations	Documentation in the contractor's past performance record

ATTACHMENT 10 b

QUALITY ASSURANCE MONITORING FORM

SERVICE or STANDARD:
_____
_____
_____

SURVEY PERIOD: _____

SURVEILLANCE METHOD (Check): _____ Random Sampling
_____ 100% Inspection
_____ Periodic Inspection
_____ Customer Complaint

LEVEL OF SURVEILLANCE SELECTED (Check):
_____ Monthly
_____ Quarterly
_____ As needed

PERCENTAGE OF ITEMS SAMPLED DURING SURVEY PERIOD:_____ %

ANALYSIS OF RESULTS:

OBSERVED SERVICE PROVIDER PERFORMANCE MEASUREMENT RATE = _____%

SERVICE PROVIDER'S PERFORMANCE (Check): ____ Meets Standards
____ Does Not Meet Standards

NARRATIVE OF PERFORMANCE DURING SURVEY PERIOD:
_____
_____
_____
_____
_____

PREPARED BY: _____ DATE: _____

ATTACHMENT 10 c

**QUALITY ASSURANCE MONITORING FORM –
CUSTOMER COMPLAINT INVESTIGATION**

SERVICE or STANDARD:
_____
_____
_____

SURVEY PERIOD: _____

DATE/TIME COMPLAINT RECEIVED: _____ _____ AM / PM

SOURCE OF COMPLAINT: _____ (NAME)

_____ (ORGANIZATION)

_____ (PHONE NUMBER)

_____ (EMAIL ADDRESS)

NATURE OF COMPLAINT:
_____
_____
_____
_____

RESULTS OF COMPLAINT INVESTIGATION:
_____
_____
_____
_____

DATE/TIME SERVICE PROVIDER INFORMED OF COMPLAINT: _____ _____ AM / PM

CORRECTIVE ACTION TAKEN BY SERVICE PROVIDER:
_____
_____
_____
_____

RECEIVED AND VALIDATED BY: _____

PREPARED BY: _____ DATE: _____

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00004	13-May-2010	N4034508RCSG0010	

6. ISSUED BY CODE N40345

FISC DET SINGAPORE
DET SINGAPORE
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

7. ADMINISTERED BY (If other than item 6) CODE N40345

U.S. FLEET AND INDUSTRIAL SUPPLY CENTER
DET SINGAPORE
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

GLENN DEFENSE MARINE (ASIA) PTE. LTD.
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

CODE QB341 FACILITY CODE QB341

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. N40345-09-D-0003
X	10B. DATED (SEE ITEM 13) 09-Dec-2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
MUTUAL AGREEMENT

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt011016918

1. The purpose of this modification is to extend the contract performance of services for six (6) months from 01 Jun 10 to 30 Nov 10.

2. There is no change in the estimated total contract price as a result of this extension.

3. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6), (b)(7)(C) SUPERVISORY CONTRACT SPECIALIS
	TEL (b)(6), (b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY (b)(6), (b)(7)(C) (Signature of Contracting Officer)	13-May-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The order period end date has changed from 30-Nov-2009 to 30-Nov-2010.

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule for CLIN 0002 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 13-MAY-2010 TO 30-NOV-2010	N/A	N/A FOB: Destination	

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00003	28-Oct-2009	N4034508RCSG0010	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-09-D-0003
	X	10B. DATED (SEE ITEM 13) 09-Dec-2008

CODE QB341 FACILITY CODE QB341

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)

FAR 52.217-8 (Nov 1999) Option to Extend Services

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssnk01101867

1. The purpose of this modification is to extend the current contract performance from 1 Dec 09 through 31 May 10 in accordance with the clause FAR 52.217-8, Option to Extend Services.

2. There is no change in the estimated total contract price as a result of this extension.

3. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY (b)(6), (b)(7)(C) (Signature of Contracting Officer)	28-Oct-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	08-Aug-2009	N4034508RCSG0010	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-09-D-0003
	X	10B. DATED (SEE ITEM 13) 09-Dec-2008
CODE QB341	FACILITY CODE QB341	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
MUTUAL AGREEMENT

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssnk010922685

1. This modification is issued to make changes to the following:
2. LOT 6 - Port Louis, Mauritius is deleted in its entirety including the Mascarene Islands under Contract No. N40345-09-D-0003, Husbanding Services South Asia.
3. Replace Exhibit A, Schedule of Supplies and Services with the revised attachment.
4. Replace Exhibit B, Port Tariff Cost with the revised attachment.
5. Replace Exhibit C, CRAFT with the revised attachment.
6. Replace Section B1 - Overview of Contract with the revised attachment.
7. The estimated total contract price is reduce by $35,774.98 from $468,569.96 to a new total amount of $432,794.98
8. All Other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 28-Jul-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been modified:
SECTION B1 OVERVIEW
OVERVIEW OF CONTRACT

1. OBJECTIVE - The objective of this contract is to obtain husbanding services for U.S. Navy Ships visiting South Asia and Islands in the Indian Ocean. For purposes of this contract, "South Asia and Islands in the Indian Ocean" is defined as a the geographic area encompassed by the lots described below at paragraph 2.3.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) at any berthing or anchoring location in South Asia and all Islands in the Indian Ocean. It is to provide services and supplies that are required by the ships while they are in port.

2.2. This contract also includes requirements for logistic support services and supplies for Operations Other Than War (OOTW) required by the U.S. Navy and other U.S. Government organizations or agencies.

2.3. The contract is subdivided into Lots. Lots may be for individual Ports or they may include several Ports under one Lot. For this contract, Lot 1 is for Management Fee for all ports in India, Sri Lanka, Bangladesh, Myanmar and Maldives, Lot 2 is for Chennai, Lot 3 is for Mumbai, Lot 4 is for Vasco Da Gama, GOA, Lot 5 is for Visakhapatnam, Lot 6 , Port Louis, Mauritius - deleted and Lot 7 is for Operations Other Than War (OOTW) for all locations in India, Sri Lanka, Bangladesh, Myanmar and Maldives.

2.4. The individual HS items provided under this contract are listed in Exhibit A, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).

2.5. This contract also requires that the HS Contractor assist ships that are being provided husbanding services to obtain unforeseen additional services or supplies that are required as part of the husbanding the ships while they are in port. Similar services may be required under the OOTW CLINs.

2.6. The holder of this contract is a US Navy Contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price Indefinite-Delivery-Indefinite-Quantity contract. The HS Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services.

3.1. MINIMUM AND MAXIMUM QUANTITIES - The contract minimum quantity referred to in paragraph (b) of the FAR 52.216-22 Clause entitled "Indefinite Quantity" of this contract, is set at a total of $20,000 worth of orders at the contract unit price (s) or as guaranteed minimum if no orders are issued. The recording of the obligation of funds associated with the guaranteed minimum amount under the basic contract will be issued under task order (s) / delivery order (s) immediately upon award of this contract. The minimum guarantee applies to the base year period only.

4. DURATION OF CONTRACT - This contract is for a period of twelve (12) months and includes FAR52.217-8 OPTION TO EXTEND SERVICES clause. If the six (6) month extension of performance of services is exercised under FAR 52.217-8, the maximum duration of this contract is 18 months. The period of time within which the Government may order performance varies by lot. See section F for additional details.

5. MULTIPLE SHIP VISITS - The HS Contractor is required to be able to simultaneously Husband a maximum of eight (8) ships at one time for South Asia and the Islands in the Indian Ocean.

6. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or if the port-provided supplies and services are less expensive than similar services provided by the HS Contractor or its subcontractors, or finally provide it themselves to include subcontractors. The Schedule lists what items are available through HN and Port Authorities.

7. MARK V HIGH-SPEED-INTERCEPTOR-CRAFT (HSIC) - Mark V (HSIC) Special Operations Craft may be in port or in the direct vicinity for up to 90 days conducting operations. The HS Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and Management fees will be based on the total fee for the pair of boats. Attachment 1 provides details.

8. LONG TERM SHIP VISITS –

8.1. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The HS Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit.

8.2. Unique/Particular Situations:

8.2.1. Frequent ship visits to ports: If a ship returns to a port within three (3) days (i.e. prior to the fourth calendar day), the Management Services fees for the return visit will be charged at the subsequent day rate. (example: If the ship departs Friday and comes back before Tuesday, it will be charged Management Service fees at the subsequent days rate during the return visit that begins prior to Tuesday. If the ship comes back on Tuesday, the Management Services will be charged at the first day rate for Tuesday, followed by the subsequent days rate for the following days.)

8.2.2. If a ship comes into port and does not request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged Management Service fees at the first or subsequent days rates, subject to the conditions in paragraph 10.2.1 and subject to the discussion at paragraph 20 below about ordering Management Services.

8.3. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HS Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong SAR and Singapore.

9. SHIPYARDS - U.S. Navy Ships in shipyards at locations covered by this contract may order supplies and services from this contract without the requirement to also order Management Services.

10. OTHER PERSONNEL - Other U.S. personnel conducting business at locations covered by this contract may order off of the contract without incurring Management Service Fees. These orders do not involve continuous management of husbanding services and may be for items such as vehicles, phones or other services. For example U.S. Government personnel attending conferences, training and seminars where hotel transportation and rental of cellular phones are required, may order those services through the HS Contractor to the extent those services are included in this contract. This provision does not apply to services that are required as part of an Operations Other Than War (OOTW) event.

11. ORDERING

11.1. Ordering Items on Contract: Only Authorized Government Representatives (AGR) can place orders against this contract. AGRs for this contract are:

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any FISC Yokosuka (including Sites/Detachments) warranted KO or their authorized representative.
- Any MSC warranted Ordering Officer or their authorized representative.

11.2. Advance Notice Period for Orders: The HS Contractor shall deliver the supplies and services listed on Exhibit A (not to include items marked as "Reserved" or "TBD") in accordance with the time and date set by the order so long as the order is issued by an AGR at least 48 hours prior to the required delivery date and time. The HS Contractor shall use its best reasonable effort to deliver supplies or services marked "Reserved" or "TBD" in accordance with an order's delivery schedule or time so long as the AGR and the HS Contractor come to agreement on the price of the "Reserved" or "TBD" item at least 48 hours in advance of the required delivery date and time. Occasionally, there may be short notice orders of less than 48 hours, which the HS Contractor shall support if possible. If the HS Contractor cannot support these requirements within 48 hours, then the AGR may satisfy them from other sources.

11.3. Substitutions: Substitution of ordered CLIN shall not be allowed unless authorized and accepted in writing by the AGR which could be the SUPPO or FISC Detachment Singapore Contracting Officer. If accepted by the AGR or requiring vessel, substituted CLINs shall only be charged at a rate not to exceed that of the originally ordered CLIN. An example would be if a 20-passengerbus was ordered, but was not available and the HS Contractor substituted two 10 passenger-vans. The HS Contractor shall charge a rate for the 10 passenger vans that does not exceed the rate for the one 20-passenger bus.

11.4. Cancellation of Orders:

11.4.1. Unless otherwise provided herein, in the event an order, or any portion of an order, is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. If several deliveries are required to satisfy an order or portion of an order, i.e., garbage pick-up and disposal on each of five days, then the 48-hour notice period shall be computed from each of the required delivery dates. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled "Termination for the Government's Convenience (FAR 52.212-4)", of the clause entitled "CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS."

11.4.2. In rare cases, when ordering items requires long lead times, the Government may apply the Termination for the Government's Convenience clause as referenced above even though an order was cancelled prior to 48 hours before a required delivery.

11.4.3. In every case, the HS Contractor is responsible for taking all necessary steps to mitigate the U.S. Government's damages or termination costs. As part of its mitigation, the Government reasonably expects that the HS Contractor shall consider these cancellation rights as it enters into agreements with its subcontractors and suppliers.

12. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English. All electronic communication between visiting vessels and the HS Contractor shall be copied to the FISC Detachment Singapore Contracting Officer and Logistic Support Representative.

13. STANDARDS FOR PROFESSIONAL SERVICES

13.1. The HS Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning cost and performance issues throughout the locations covered by this Contract.

13.2. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

13.2.1. The performance standards are explained in the Quality Assurance Surveillance Plan (QASP) – See Attachment 10.

13.3. The HS Contractor shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

13.4. The HS Contractor shall ensure that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

13.5. The HS Contractor shall ensure that subcontractors comply with these requirements.

14. HEIGHTENED VIGILANCE

14.1. The HS Contractor shall be alert at all times in order to contribute to the protection of the ship and its crew. The HS Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The HS Contractor shall report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

14.2. The HS Contractor shall fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the HS Contractor shall identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the HS Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The HS Contractor shall arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

15. EQUIPMENT - All vehicles, watercraft, and equipment provided must be in sound mechanical condition, be in compliance with local laws and specifications, meet all local safety standards, and have all required current certifications and insurance.

16. GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM) – In the event that the HS Contractor is required to use government equipment, the HS Contractor shall be responsible for all loss or damage to, or the destruction of, Government property in its possession. The HS Contractor shall not be responsible for damage due solely to normal wear and tear.

17. CONTRACT PRICING

17.1. Contract Currency - All contract prices are in U.S. Dollars (US$).

17.2. Fixed Price (other than items in which the price is set by a Port Tariff or other controlled price)- Prices are firm-fixed-price per unit and are inclusive of ALL costs.

17.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. The following non-exclusive set of costs is included in the unit price: labor performed during normal working hours, overtime for work performed outside normal working hours, weekend hours, holidays, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

17.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

17.2.3. Pre-Positioning / Pre-Staging - All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

17.2.4. Repositioning equipment. All repositioning of equipment when required shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

17.2.5. All Government taxes are included in the unit cost.

17.3. Port Tariff (PT) or other controlled prices - When the HS Contractor obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list, then the HS Contractor shall be reimbursed for the published price of the item. The HS Contractor shall not be paid an amount in addition to the published price of the item. These items are listed on Exhibit B, Port Tariff items.

17.4. Time Calculations - Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged.

17.5. Demurrage - Demurrage charges shall only be charged if the HS Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but, due to the fault of the government, was not attended to until 1500 hrs when pumping begins. The HS Contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs). Demurrage charges will be charged as stated in the schedule of supplies and services. This only applies to CLINs that have demurrage charges as sub-CLINs.

18. Management Services - Operations Other than War (OOTW) CLINs. When supplies or services are ordered under the Operations Other than War (OOTW) CLIN, the Government will clearly identify the days during the performance period for which it is ordering Management Services. Because of the range of situations under which the Government may order supplies and services under the OOTW CLINs, there is less certainty that the Government will order Management Services for each day of an Operation Other Than War than when the Government orders husbanding services. The HS Contractor is not required to provide any services described under the OOTW Management Services CLINs on those days for which services are not ordered.

19. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

CHT	Collection, Holding Transfer Sewage Removal and Disposal
CU M	Cubic Meter
DAO	Defense Attaché Officer
DY	Day
EA	Each
GL	Gallon (3.785 Liters)
HR	Hour
IDD	International Direct Dialing
JB	Job
LO	Lot
M	Meter
MIN	Minimum
NSP	Not Separately Priced
OOTW	Operations Other Than War

PAX	Passenger
PK	Package
PT	Port Tariff
QTY	Quantity
TBD	To Be Determined
TP	Trip

20. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any supply or service.

- CAMELS: See Fenders

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the LOT of the contract. For example Lot 1 would be 01XX, Lot 2 would be 02XX). The third and fourth digits are the service or supply item number. (For example 0101 is the first item, 0102 is the second item under Lot 1). If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX11 for Force Protection could be divided into XX11AA for Beach Guard Office and XX11AB Dive and Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: A calendar day.

- Delivery Order (D.O./Task Order: A delivery order is an order for supplies and a task order is an order for services placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge.

- FORCE PROTECTION (FP). Security measures to protect a ship and its crew from dangerous situations such as terrorist actions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL (GFE/GFM): Items fully transferred to the HS Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Host Nation Government tax is a levy on goods and services made in the local country. The tax rate will vary with the location. The U.S. Government is often exempt from host nation Government Taxes. The Government makes no representation as to the extent to which the HS Contractor may be liable for Host Nation Government taxes.

- HOST NATION (HN): The country, which is being visited by the U.S. ship.

- HUSBAND: To provide all supplies and services required by a ship during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are

implemented, facilitating other HS Contractors work with the ship, and assisting with requests for Non-Contract items. To the extent practicable, the HS Contractor shall utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION (MOB & DEMOB):

  - Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

  - Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPARATELY PRICED (NSP): Item that is not separately priced. The cost for CRAFT should be factored into the Management Fee.

- POINT OF CONTACT (POC): A designated individual who is knowledgeable about an issue and is able to answer questions and make decisions concerning the issue.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples may include pilot services, tugs, picket boats, security guards, and potable water. HS Contractor

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- RESERVED: A supply or service for which the price will be negotiated at the time of order. A "Reserved" item is an item that can be ordered when required.

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and, if so, is authorized to sign contracts and place orders.

21. HS CONTRACTOR REPRESENTATIVE – The Government shall contact the following HS Contractor person(s) for prompt contract management:

Name of Individual: _____

Title of Individual: _____

Mailing Address: _____

_____

_____

Tel No: _____

Fax No: _____

Mobile: _____

E-mail address: _____

SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified:

DELIVERIES OR PERFORMANCE

1.0 Period of Contract: Period of contract for the purpose of issuing task orders shall be as follow:

Period of Performance for the following Lots commences on 1 Dec 08 and ending 30 Nov 09:

Lot 1, Management Fee for all ports in India, Sri Lanka, Bangladesh, Myanmar and Maldives, Lot 2 - Chennai, Lot 3 - Mumbai, Lot 4 – Vasco Da Gama, GOA, Lot 5 - Visakhapatnam, Lot 6 – Port Louis, Mauritius is deleted and Lot 7 - Operations Other Than War (OOTW)

2.0 Place of Performance: The husbanding services required under this contract shall be performed at the following countries and ports:

All Ports in India, Sri Lanka, Bangladesh, Myanmar and Maldives including Operations Other Than War (OOTW).

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 26

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	12-Feb-2009	N4034508RCSG0010	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-09-D-0003
	X	10B. DATED (SEE ITEM 13) 09-Dec-2008

CODE QB341 FACILITY CODE QB341

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nysenp01099953

The language authorizing MSC vessels as ordering officers was not included in the contract as they are optional users.
1. The purpose of this modification is to incorporate MSC ordering officers as authorised users of this contract.
2. See Section B1 for revised language per reference above.
3. As a result of this change, there is no change in the amount of the contract.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 12-Feb-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been modified:
SECTION B1 OVERVIEW
OVERVIEW OF CONTRACT

1. OBJECTIVE - The objective of this contract is to obtain husbanding services for U.S. Navy Ships visiting South Asia and Islands in the Indian Ocean. For purposes of this contract, "South Asia and Islands in the Indian Ocean" is defined as a the geographic area encompassed by the lots described below at paragraph 2.3.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) at any berthing or anchoring location in South Asia and all Islands in the Indian Ocean. It is to provide services and supplies that are required by the ships while they are in port.

2.2. This contract also includes requirements for logistic support services and supplies for Operations Other Than War (OOTW) required by the U.S. Navy and other U.S. Government organizations or agencies.

2.3. The contract is subdivided into Lots. Lots may be for individual Ports or they may include several Ports under one Lot. For this contract, Lot 1 is for Management Fee for all ports in India, Sri Lanka, Bangladesh, Myanmar, Mauritius including Mascarene Islands and Maldives, Lot 2 is for Chennai, Lot 3 is for Mumbai, Lot 4 is for Vasco Da Gama, GOA, Lot 5 is for Visakhapatnam, Lot 6 is for Port Louis, Mauritius and Lot 7 is for Operations Other Than War (OOTW) for all locations in India, Sri Lanka, Bangladesh, Myanmar, Maldives and Port Louis, Mauritius including Mascarene Islands.

2.4. The individual HS items provided under this contract are listed in Exhibit A, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).

2.5. This contract also requires that the HS Contractor assist ships that are being provided husbanding services to obtain unforeseen additional services or supplies that are required as part of the husbanding the ships while they are in port. Similar services may be required under the OOTW CLINs.

2.6. The holder of this contract is a US Navy Contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price Indefinite-Delivery-Indefinite-Quantity contract. The HS Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services.

3.1. MINIMUM AND MAXIMUM QUANTITIES - The contract minimum quantity referred to in paragraph (b) of the FAR 52.216-22 Clause entitled "Indefinite Quantity" of this contract, is set at a total of $20,000 worth of orders at the contract unit price (s) or as guaranteed minimum if no orders are issued. The recording of the obligation of funds associated with the guaranteed minimum amount under the basic contract will be issued under task order (s) / delivery order (s) immediately upon award of this contract. The minimum guarantee applies to the base year period only.

4. DURATION OF CONTRACT - This contract is for a period of twelve (12) months and includes FAR52.217-8 OPTION TO EXTEND SERVICES clause. If the six (6) month extension of performance of services is exercised under FAR 52.217-8, the maximum duration of this contract is 18 months. The period of time within which the Government may order performance varies by lot. See section F for additional details.

5. MULTIPLE SHIP VISITS - The HS Contractor is required to be able to simultaneously Husband a maximum of eight (8) ships at one time for South Asia and the Islands in the Indian Ocean.

6. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or if the port-provided supplies and services are less expensive than similar services provided by the HS Contractor or its subcontractors, or finally provide it themselves to include subcontractors. The Schedule lists what items are available through HN and Port Authorities.

7. MARK V HIGH-SPEED-INTERCEPTOR-CRAFT (HSIC) - Mark V (HSIC) Special Operations Craft may be in port or in the direct vicinity for up to 90 days conducting operations. The HS Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and Management fees will be based on the total fee for the pair of boats. Attachment 1 provides details.

8. LONG TERM SHIP VISITS –

8.1. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The HS Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit.

8.2. Unique/Particular Situations:

8.2.1. Frequent ship visits to ports: If a ship returns to a port within three (3) days (i.e. prior to the fourth calendar day), the Management Services fees for the return visit will be charged at the subsequent day rate. (example: If the ship departs Friday and comes back before Tuesday, it will be charged Management Service fees at the subsequent days rate during the return visit that begins prior to Tuesday. If the ship comes back on Tuesday, the Management Services will be charged at the first day rate for Tuesday, followed by the subsequent days rate for the following days.)

8.2.2. If a ship comes into port and does not request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged Management Service fees at the first or subsequent days rates, subject to the conditions in paragraph 10.2.1 and subject to the discussion at paragraph 20 below about ordering Management Services.

8.3. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HS Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong SAR and Singapore.

9. SHIPYARDS - U.S. Navy Ships in shipyards at locations covered by this contract may order supplies and services from this contract without the requirement to also order Management Services.

10. OTHER PERSONNEL - Other U.S. personnel conducting business at locations covered by this contract may order off of the contract without incurring Management Service Fees. These orders do not involve continuous management of husbanding services and may be for items such as vehicles, phones or other services. For example U.S. Government personnel attending conferences, training and seminars where hotel transportation and rental of cellular phones are required, may order those services through the HS Contractor to the extent those services are included in this contract. This provision does not apply to services that are required as part of an Operations Other Than War (OOTW) event.

11. ORDERING

11.1. Ordering Items on Contract: Only Authorized Government Representatives (AGR) can place orders against this contract. AGRs for this contract are:

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any FISC Yokosuka (including Sites/Detachments) warranted KO or their authorized representative.
- Any MSC warranted Ordering Officer or their authorized representative.

11.2. Advance Notice Period for Orders: The HS Contractor shall deliver the supplies and services listed on Exhibit A (not to include items marked as "Reserved" or "TBD") in accordance with the time and date set by the order so long as the order is issued by an AGR at least 48 hours prior to the required delivery date and time. The HS Contractor shall use its best reasonable effort to deliver supplies or services marked "Reserved" or "TBD" in accordance with an order's delivery schedule or time so long as the AGR and the HS Contractor come to agreement on the price of the "Reserved" or "TBD" item at least 48 hours in advance of the required delivery date and time. Occasionally, there may be short notice orders of less than 48 hours, which the HS Contractor shall support if possible. If the HS Contractor cannot support these requirements within 48 hours, then the AGR may satisfy them from other sources.

11.3. Substitutions: Substitution of ordered CLIN shall not be allowed unless authorized and accepted in writing by the AGR which could be the SUPPO or FISC Detachment Singapore Contracting Officer. If accepted by the AGR or requiring vessel, substituted CLINs shall only be charged at a rate not to exceed that of the originally ordered CLIN. An example would be if a 20-passengerbus was ordered, but was not available and the HS Contractor substituted two 10 passenger-vans. The HS Contractor shall charge a rate for the 10 passenger vans that does not exceed the rate for the one 20-passenger bus.

11.4. Cancellation of Orders:

11.4.1. Unless otherwise provided herein, in the event an order, or any portion of an order, is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. If several deliveries are required to satisfy an order or portion of an order, i.e., garbage pick-up and disposal on each of five days, then the 48-hour notice period shall be computed from each of the required delivery dates. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled "Termination for the Government's Convenience (FAR 52.212-4)", of the clause entitled "CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS."

11.4.2. In rare cases, when ordering items requires long lead times, the Government may apply the Termination for the Government's Convenience clause as referenced above even though an order was cancelled prior to 48 hours before a required delivery.

11.4.3. In every case, the HS Contractor is responsible for taking all necessary steps to mitigate the U.S. Government's damages or termination costs. As part of its mitigation, the Government reasonably expects that the HS Contractor shall consider these cancellation rights as it enters into agreements with its subcontractors and suppliers.

12. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English. All electronic communication between visiting vessels and the HS Contractor shall be copied to the FISC Detachment Singapore Contracting Officer and Logistic Support Representative.

13. STANDARDS FOR PROFESSIONAL SERVICES

13.1. The HS Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning cost and performance issues throughout the locations covered by this Contract.

13.2. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

13.2.1. The performance standards are explained in the Quality Assurance Surveillance Plan (QASP) – See Attachment 10.

13.3. The HS Contractor shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

13.4. The HS Contractor shall ensure that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

13.5. The HS Contractor shall ensure that subcontractors comply with these requirements.

14. HEIGHTENED VIGILANCE

14.1. The HS Contractor shall be alert at all times in order to contribute to the protection of the ship and its crew. The HS Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The HS Contractor shall report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

14.2. The HS Contractor shall fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the HS Contractor shall identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the HS Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The HS Contractor shall arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

15. EQUIPMENT - All vehicles, watercraft, and equipment provided must be in sound mechanical condition, be in compliance with local laws and specifications, meet all local safety standards, and have all required current certifications and insurance.

16. GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM) – In the event that the HS Contractor is required to use government equipment, the HS Contractor shall be responsible for all loss or damage to, or the destruction of, Government property in its possession. The HS Contractor shall not be responsible for damage due solely to normal wear and tear.

17. CONTRACT PRICING

17.1. Contract Currency - All contract prices are in U.S. Dollars (US$).

17.2. Fixed Price (other than items in which the price is set by a Port Tariff or other controlled price)- Prices are firm-fixed-price per unit and are inclusive of ALL costs.

17.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. The following non-exclusive set of costs is included in the unit price: labor performed during normal working hours, overtime for work performed outside normal working hours, weekend hours, holidays, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

17.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

17.2.3. Pre-Positioning / Pre-Staging - All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

17.2.4. Repositioning equipment. All repositioning of equipment when required shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

17.2.5. All Government taxes are included in the unit cost.

17.3. Port Tariff (PT) or other controlled prices - When the HS Contractor obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list, then the HS Contractor shall be reimbursed for the published price of the item. The HS Contractor shall not be paid an amount in addition to the published price of the item. These items are listed on Exhibit B, Port Tariff items.

17.4. Time Calculations - Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged.

17.5. Demurrage - Demurrage charges shall only be charged if the HS Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but, due to the fault of the government, was not attended to until 1500 hrs when pumping begins. The HS Contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs). Demurrage charges will be charged as stated in the schedule of supplies and services. This only applies to CLINs that have demurrage charges as sub-CLINs.

18. Management Services - Operations Other than War (OOTW) CLINs. When supplies or services are ordered under the Operations Other than War (OOTW) CLIN, the Government will clearly identify the days during the performance period for which it is ordering Management Services. Because of the range of situations under which the Government may order supplies and services under the OOTW CLINs, there is less certainty that the Government will order Management Services for each day of an Operation Other Than War than when the Government orders husbanding services. The HS Contractor is not required to provide any services described under the OOTW Management Services CLINs on those days for which services are not ordered.

19. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

CHT	Collection, Holding Transfer Sewage Removal and Disposal
CU M	Cubic Meter
DAO	Defense Attaché Officer
DY	Day
EA	Each
GL	Gallon (3.785 Liters)
HR	Hour
IDD	International Direct Dialing
JB	Job
LO	Lot
M	Meter
MIN	Minimum
NSP	Not Separately Priced
OOTW	Operations Other Than War

PAX	Passenger
PK	Package
PT	Port Tariff
QTY	Quantity
TBD	To Be Determined
TP	Trip

20. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any supply or service.

- CAMELS: See Fenders

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the LOT of the contract. For example Lot 1 would be 01XX, Lot 2 would be 02XX). The third and fourth digits are the service or supply item number. (For example 0101 is the first item, 0102 is the second item under Lot 1). If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX11 for Force Protection could be divided into XX11AA for Beach Guard Office and XX11AB Dive and Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: A calendar day.

- Delivery Order (D.O./Task Order: A delivery order is an order for supplies and a task order is an order for services placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge.

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  - Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

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- NOT SEPARATELY PRICED (NSP): Item that is not separately priced. The cost for CRAFT should be factored into the Management Fee.

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21. HS CONTRACTOR REPRESENTATIVE – The Government shall contact the following HS Contractor person(s) for prompt contract management:

Name of Individual: _____

Title of Individual: _____

Mailing Address: _____

_____

_____

Tel No: _____

Fax No: _____

Mobile: _____

E-mail address: _____

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:
PERFORMANCE WORK STATEMENT
TASKS: The HS Contractor shall perform the following tasks when ordered by an AGR.

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 1 – Classifications of Navy Ships)

1.1 PRE-ARRIVAL HUSBANDING DUTIES. Except for the services described below at paragraph 1.1.6 and 1.1.8, the HS Contractor shall be compensated for providing the Pre-Arrival Husbanding Duties described in this section by the Government's order and payment for the initial day of Management Services and one additional day of Management Services at the subsequent day rate. Compensation for staging (paragraph 1.1.6 below is addressed at paragraph 17.2.3 of the Section B1 Overview. Compensation for assisting the ship's Advance Party is addressed below at paragraph 1.1.8. Except when the facts detailed in paragraph 1.1.18 apply, the Government will not typically issue a separate order for Pre-Arrival Husbanding Duties.

1.1.1. The HS Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The HS Contractor shall order requested services and supplies.

1.1.3. Pre-arrival CRAFT Cost Estimate - The HS Contractor shall furnish to each ship and FISC Detachment Singapore Contracting Officer a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract, Reserved or TDB items, or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship and the Contracting Officer within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship's arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs. The portion of the LOGREQ that covers items that are pre-priced in the contract, when submitted by, under authority of, or on behalf of an AGR, is an order under this contract. Orders for Reserved, TBD, or non-contract items will be finalized once the AGR and HS Contractor agree on a price as described at Section B1, paragraph 11.2. Orders placed by a LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

1.1.4. These estimates shall be provided for all US Navy, Military Sealift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the HS Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U. S. Defense Attaché's Office.

1.1.6. The HS Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

1.1.7. The HS Contractor shall coordinate with other US government Contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

1.1.8. The HS Contractor shall assist the ship's Advance Party to include planning and coordination meetings. The HS Contractor shall not be required to expend more than 32 manhours assisting the ship's advance party or to

expend more than $1,000 for the travel, meals, and lodging of its personnel assisting the ship's advance party unless it is provided a separate order for Advance Party Pre-Arrival Husbanding Services or unless an AGR orders a mutually-acceptable number of days of Management Services (not to exceed the total number of days for the visit) and the HS Contractor confirms in writing that payment for the days of Management Services that have been ordered will provide full compensation for the Pre-Arrival Husbanding Duties.

1.2. POST-ARRIVAL HUSBANDING DUTIES

1.2.1. The HS Contractor shall Husband the ship while it is at the berthing location.

1.2.2. The HS Contractor shall install all ordered equipment upon the ship's arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The HS Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The HS Contractor shall brief the designated ship representative about HS Contractor-provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HS Contractor shall provide its POC information with 24-hour contact phone numbers.

1.2.5. The HS Contractor shall provide the SUPPO upon ship's arrival a copy of The Schedule and Performance Work Statement (PWS), applicable port tariffs and current prices for frequently ordered services such as laundry services.

1.2.6. Money Exchange Services:

1.2.6.1. The HS Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. The HS Contractor shall maintain adequate records justifying its basis for determining the Official Exchange Rate and shall make those records available to the AGR upon request. This Official Exchange Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.6.2. The HS Contractor shall arrange for authorized moneychangers to exchange U.S. dollars for ship personnel into local currency. Money Exchange services shall be made available onboard ship to crewmembers at least two hours daily with buy-back service on the day before the ship's departure. The moneychangers may include a commission of not more than plus or minus 1.5% difference from the Official Exchange Rate described above.

1.2.7. Laundry Services:

1.2.7.1. The HS Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure.

1.2.7.2. The HS Contractor shall assist in resolving vendor billing discrepancies.

1.2.8. Interpreter Services:

1.2.8.1. All HS Contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port.

1.2.8.2. The HS Contractor shall provide all interpreter services to assist the Supply Officer to assure timely delivery and performance of the supplies and services ordered by the Supply Officer under this contract or any other contract in support of the ship's visit. This limited set of interpretor services is required under the Management Services CLIN and is separate from the interpretor services required under CLIN XX19.

1.2.9. Mail Delivery Services: The HS Contractor shall provide mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

1.2.10. Morale Welfare and Recreation (MWR) Services:

1.2.10.1. The HS Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) HS Contractor servicing the ship.

1.2.10.2. If an ITT contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If awarded, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

1.2.11. Passing Ship's Orders: The HS Contractor shall coordinate and pass orders, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts. This service includes all necessary actions to facilitate the acceptance of supplies or services ordered under Government contracts. The HS Contractor shall also arrange for these Contractors to submit invoices and receive payments by the ship if it has a mutual agreement with the other Contractors to perform these services for them. Any disputes or discrepancies arising from the order will be resolved directly between the ship and the other Contractor(s) with assistance from the HS Contractor and FISC Detachment Singapore.

1.2.12. Customs & Immigration: The HS Contractor shall assist ship personnel with immigration and customs requirements necessary for them to enter the country where the ship's visit is to be performed. This includes providing Visa and Customs application forms. The HS Contractor shall contact the FISC Detachment Singapore prior to arrival to ascertain how many personnel will require assistance.

1.2.13. The HS Contractor shall facilitate the ship's timely departure.

1.2.13.1. The HS Contractor shall provide a timely cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.13.2. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided.

1.2.13.3. The HS Contractor shall remove all provided equipment.

1.3. ARRANGING SUPPLIES AND SERVICES

1.3.1. Purchase order to be issued to a vendor other than the HS Contractor for additional supplies and services. When a requirement exist for supplies or services that are not included on the Schedule of Supplies and Services as price, reserved, or TBD, the HS Contractor shall assist the Supply Officer of the vessel in obtaining information from, and delivering information to, reliable sources for these items by identifying responsible sources, performing market surveys, providing pricing information from at least three sources whenever feasible, and delivering Government orders. In obtaining or delivering this information, the HS Contractor shall inform the potential sources that it is solely obtaining and delivering information for the U.S. Navy, and is not entering into any contractual commitment. The information obtained shall be submitted to the ship's Supply Officer who shall make the acquisition selection decision and issue appropriate contractual documents and courtesy copy to FISC Detachment Singapore Contracting Officer. The ship's Supply Officer shall normally issue a purchase order to the selected vendor rather than issuing an order to the HS Contractor that requires the HS Contractor to provide the supplies or services. The HS Contractor shall deliver to the vendor the Supply Officer's or Contracting Officer's order to purchase the supplies or services. This order shall be in writing (facsimile and electronic transmission included) and signed by the Supply Officer or Contracting Officer specifying the price, item(s), quantity, and delivery requirements of the order. The HS Contractor shall facilitate receipt of the items by the ship. The HS Contractor shall not arrange unofficial requirements or personal requests from individual crewmembers under

auspices of this contract. The HS Contractor shall use the specifications for FF&V, Bread, and Eggs that are included as part of this contract when when arranging for those supplies.

1.3.2. Supplies and services to be provided by the HS Contractor. In the event the above process cannot be followed by the ship's Supply Officer, and the ship's Supply Officer orders the additional supplies and services from the HS Contractor, the HS Contractor is still responsible for promoting competition to the maximum extent practicable to obtain supplies and services from the source whose offer is the most advantageous to the Government. In addition, if the supply or service required is greater than $3,000, the HS Contractor shall provide information on the results of competition conducted by providing: name of the sources contacted, amount of each offer received (indicating the items ordered, quantity, unit price and total price) and rationale for decision. Any communication concerning non pre-priced items to be acquired under this subparagraph will not be considered an order until the HS Contractor and the AGR have agreed on a price for the supplies or services. This information must be provided to FISC Detachment Singapore Contracting Officer during the ship visit or not later than 7 days after the ship's departure from the visited port. The HS Contractor's record of promoting competition as required by this paragraph will be evaluated based on the criteria established in Section B1, Overview, paragraph 15, Standards for Professional Service.

1.3.3. Purchasing procedures. Not later than 60 days after contract award, the HS Contractor shall submit written policy and procedures on Arranging Supplies and Services (to include purchasing procedures). The Contracting Officer will review the plan for acceptability, and may require revisions to the policy. When the Contracting Officer deems the written policy and procedures acceptable to the Government, the Contracting Officer will approve the plan.

1.4. FRESH FRUITS AND VEGETABLES (FF&V), BREAD, EGGS, AND OTHER SUBSISTENCE ITEMS

1.4.1. When requested by the ship, the HS Contractor shall assist in arranging for the timely provision of FF&V, Bread and Eggs and other subsistence items. FF&V shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using nightsoil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. The HS Contractor shall assure that the provider of items arranged under this line item furnished to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars (Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Delivery charges shall be included in the price rather than being shown separately.

1.4.2. If the total cost of FF&V and subsistence items ordered and received by a ship under this contract exceeds $10,000.00 for a port visit, the HS Contractor shall submit a report via e-mail to FISC Detachment Singapore within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the HS Contractor shall provide copies of all quotes obtained. This report is in addition to the CRAFT report.

1.4.3. The HS Contractor shall ensure that the sources it recommends to the ship's SUPPO for the supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection is provided as Attachment 8.

1.4.4. The HS Contractor shall consider this requirement for inspection of sources when recommending or selecting suppliers of subsistence items. Under no circumstances should the HS Contractor recommend or offer for acceptance subsistence items from non-approved sources.

1.4.5. The HS Contractor shall comply with the Quality Assurance Provisions as per Attachment 9 when providing or arranging to provide FF&V, bread, eggs, and other subsistence items. .

1.5. PRE-SAILING VISIT: The HS Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the HS Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The

HS Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the HS Contractor's best estimate and an adjustment will be made later.

1.5.1. The payment will be made by the ship prior to departure from the port. If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Officer, U.S. Navy Region Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury check. The HS Contractor must accept the U.S. Government commercial purchase card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPC is the MasterCard. If a ship uses a U.S. Government credit card, the ship shall reimburse the HS Contractor any surcharge imposed by the financial institution processing the credit card transaction up to three (3) percent. Upon award of contract, the HS Contractor shall provide evidence furnished by the Financial Institution of the credit card surcharge.

1.5.2. The HS Contractor shall also provide any invoices for port tariff items which have been completed for certification by the ship's Supply Officer.

1.5.3. Copies of all invoices presented to the ship shall be provided to FISC Detachment Singapore Contracting Officer within seven (7) working days from the departure of the visiting vessel.

1.5.4. The HS Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The HS Contractor's point of contact for this information shall be the Command Duty Officer, Supply Officer, or his designated representative.

2. OPERATIONS OTHER THAN WAR (OOTW) – DISASTER RELIEF MANAGEMENT FEE (First Day and Subsequent Days) AND OPERATIONS OTHER THAN WAR (OOTW)/CONTINGENCY EXERCISE LOGISTICS SUPPORT – MANAGEMENT FEE (First Day and Subsequent Days)(LOT 13) (CLIN XX34) and (CLINXX35)

2.1 CLINs XX34 and XX35 authorize the Government to order Management Services in support of Operations Other Than War. Recognizing that the specific Management Services that may be required will likely vary depending on the particulars of the individual Operation Other Than War, the CLINs are priced on a per person/per day basis. At the time the Government orders services under the CLINs it will provide the HS Contractor a detailed list of tasks that the HS Contractor shall perform. The tasks shall be within the scope of the tasks further described below. The HS Contractor shall use its best efforts to fully perform the set of tasks within the limitation of the number of persons/number of days of service ordered by the Government. The HS Contractor shall promptly notify the Government if it believes that it will be unable to fully perform the specified tasks because the Government has not ordered sufficient services under these CLINs.

2.2. Operations Other Than War (OOTW), sometimes referred to as “contingencies”, are defined as emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. In addition to rescue and humanitarian relief missions, military contingencies can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property; training efforts and exercises in preparation for actual contingencies shall also be included.

2.3. An exercise is defined as a prearranged, preplanned evolution being conducted between the U. S. Government and a foreign nation for Humanitarian, training, or other purpose of a specified duration. The name of the event will generally, but may not always, include the word “exercise.”

2.4. Logistic Support is defined as goods and services provided in a background framework to an operation or an exercise. Logistics Support can take place in the immediate vicinity of the operation/exercise or a great distance away.

2.5. If the Government has need of Management Services in support of an Operation Other Than War for disaster relief response it will order Management Services under CLIN XX34. If the Government has a need of Management

Services in support of an Operation Other Than War for other purposes, it will order Management Services under CLIN XX35.

2.6. The HS Contractor shall furnish personnel who are familiar with the manner in which the U.S. Navy operates, speak the local language that is normally used at the site of the OOTW, and speak and read English. The HS Contractor shall ensure that the personnel provided under these CLINs arrive at the OOTW site by the date and time specified in the order. The Government may require that personnel arrive as soon as 24 hours after the order is issued. The First Day and Subsequent Day Management Fee rates shall include any costs for the HS Contractor employees to travel to and from the OOTW site, and the costs of food and lodging for the HS Contractor while at the OOTW site. HS Contractor employees will not normally be provided meals or lodging at U.S. Government expense nor will they typically be entitled to Government-furnished lodging and meals on a reimbursable basis.

2.7. For each increment of one person for one day that the Government orders, the HS Contractor shall provide one qualified employee to work on tasks identified at the time the order is issued for a period of at least 12 hours per day. The HS Contractor employee will normally perform those tasks at the OOTW site. The HS Contractor shall provide the Government a Point of Contact for questions and issues that arise in connection with the tasks identified at the time the order is issued who can be contacted during the portion of the 24-hour day that the HS Contractor's employee is not at the OOTW site.

2.8. These are not personal services CLINs. HS Contractor employees performing services under these CLINs will perform the tasks identified by the Government at the time the order is issued. The HS Contractor employees performing the services are under the supervision and direction of the HS Contractor. Should the Government have concerns with the manner in which the tasks are being performed or have a need to modify the tasks, it shall contact the HS Contractor.

2.9. Services that may be required under this CLIN include, but are not limited to, providing interpreter support, providing expertise on locally-sensitive cultural issues, liaison with local political and police authorities, and providing technical assistance in acquiring necessary supplies and services. A sample list of the type supplies and services that the Government may require assistance in acquiring is attached at Exhibit D. The HS Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the HS Contractor shall make every effort to locate at least three sources. As with the Management Services CLINs for Husbanding Services, the Government may also direct the HS Contractor to acquire necessary supplies and services under these OOTW CLINs that the Government requires.

2.10. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, these CLINs will apply. If a similar Management Service is ordered for delivery in the port vicinity and the requirement is received from the ship or a contingent on the ship, the HS Contractor's Husbanding fees and CLINS shall apply.

2.11. If an advance party arrives in a country for OOTW and requires services under these CLINs prior to the start of the OOTW event, the HS Contractor shall be compensated for the services provided at the subsequent day rates for these CLINs. The HS Contractor is not required to provide any services to an advance party under these OOTW CLINs without first receiving an order for such services from an AGR. The HS Contractor may be required to support multiple operations at the same time, or a single operation at multiple locations, the HS Contractor may bill for each operation/location for which the HS Contractor's services are ordered.

3. BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The HS Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The HS Contractor shall place additional fenders between the breasting barge and the ship when requested.

3.3. The HS Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. BROW (CLIN XX04)

4.1. The HS Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not damage the surface of the pier.

4.2. Due to the dramatic height difference between the submarine deck and pier, the HS Contractor provided submarine brow must afford personnel a smooth and safe transit when entering or exiting thesubmarine deck. Also, the submarine brow must be capable of supporting shorepower cables without damaging the cable.

5. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX05)

5.1. The HS Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

5.2. The HS Contractor shall remove sewage from the ship in HS Contractor-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

5.3. The HS Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

5.4. The HS Contractor shall provide CHT hoses of sufficient length from HS Contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

5.5. When collection of CHT is done via barge, the HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship.

5.6. The HS Contractor shall properly dispose of all sewage in accordance with Section B1 - OVERVIEW of the contract section, paragraph 15, Standards for Professional Services.

5.7. The HS Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements.

6. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX06)

6.1. The HS Contractor shall arrange for landlines to be installed aboard the ship.

6.2. The HS Contractor shall provide fully charged, mobile hand phones with chargers capable of using dual voltage. Each mobile phone provided shall include a spare battery and an operating manual/instruction with published rates for usage.

6.3. The HS Contractor shall provide activation, auto roaming, long distance accounts, and airtime for land and mobile hand phones.

6.4. The HS Contractor shall provide commercial telephone services and sale of phone cards for personal use by crewmembers.

6.5. The HS Contractor shall provide pre-paid International Calling Cards for official use.

7. CRANE (CLIN XX07) - The HS Contractor shall provide cranes with operators, required assistant personnel (minimum two assistants), and support equipment such as slings, lifting bars, and nets. When ordered, the HS

Contractor is required to provide mobile crane services (shore crane and floating crane) with operator. The HS Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

8. DOCKAGE AND WHARFAGE (CLIN XX08) - The HS Contractor shall provide pier and wharf usage.

9. FENDERS (CLIN XX09) - The HS Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

9.1 The HS Contractor shall provide camels as fenders for the ship.

10. FLEET LANDING (CLIN XX10) - The HS Contractor shall provide a Fleet Landing site at designated piers. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct Force Protection (FP) operations. The HS Contractor shall ensure that this area is kept clean during the ship visit in port.

11. FORCE PROTECTION (CLIN XX11)

11.1. General (CLINs XX01 & XX02): The HS Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The HS Contractor must develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HS Contractor must coordinate all aspects of FP planning and services with Port Authorities, HN agencies, and U.S. Embassy security staff. If the HN is supplying FP assets the HS Contractor must verify they are available and are scheduled to show up on time. The HS Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR. The HS Contractor shall not add any requirements unless first receiving direction to do so as provided at paragraph 11.2 below.

11.1.1. Access Points: The HS Contractor shall establish a single entry and exit point to the pier area.

11.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

11.1.3. Personnel Identification: The HS Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

11.1.3.1. Background Checks. The HS Contractor shall conduct security background checks on employees with local or national police departments or other government organizations. The HS Contractor shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers.

11.1.3.2. The HS Contractor shall issue photo identification badges to its personnel and ensure subHS Contractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times.

11.1.3.3. The HS Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as HS Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

11.1.4. Access Lists: The HS Contractor shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other Contractors as required.

11.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

11.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work.

11.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

11.1.5. Inspections. The HS Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

11.1.6. Stand-Off Distances:

11.1.6.1. Objects: To the maximum extent practicable the HS Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.r.

11.1.6.2. Unloading Zones: To the maximum extent practicable the HS Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship..

11.1.7. Warning Signs: The HS Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

11.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

11.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area, Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

11.1.8. Ship Schedules: The HS Contractor shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HS Contractor's written policy shall describe the required measures to protect ship schedule information.

11.2. Non-Contract FP Measures: The HS Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Detachment Singapore Contracting Officer. The HS Contractor must explain what the added FP service will include and why it has been requested. The Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HS Contractor will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

11.3. Beach Guard Office or Tent (CLIN XX11AA)

11.3.1. The HS Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ship's personnel while performing security checks on personnel, baggage, and vehicles.

11.3.2. The office or tent will be large enough to accommodate a minimum of five (5) people. The tents shall have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The HS Contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 LB, CO_2 fire extinguisher shall be provided and kept fully charged.

11.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

11.4. Dive and Vetting Operations (CLIN XX11AB)

11.4.1. The HS Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

11.4.2. The pier will be vetted prior to the ship's arrival.

11.4.3. To the maximum extent practicable the HS Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship..

11.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

11.4.5. The HS Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

11.5. Floating Line of Demarcation (CLINs XX11AC through XX11AE)

11.5.1. The HS Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers but is to help identify a safe standoff zone.

11.5.2. The HS Contractor shall comply with the specification of the FLD in Attachment 3.

11.6. Perimeter Fencing (CLIN XX11AF)

11.6.1. The HS Contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the HS Contractor will provide portable chain link fencing with vehicle and walk up entrances.

11.6.2. The perimeter fence provided by the HS Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material

Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved
Entry Point: Entry available for vehicles and personnel.

11.7. Physical Security Barriers (CLIN XX11AF through XX11AJ)

11.7.1. The HS Contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

11.7.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used. As well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

11.7.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zigzag patterns to control the speed of access.

11.7.4. A personnel entry point must be established through the barriers.

11.7.5. Barriers may also be used to seal off secondary Port gates.

11.7.6. All barriers must be placed prior to a ship's arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

11.8. Picket Boats (CLIN XX11AK)

11.8.1. The HS Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

11.8.2. The HS Contractor shall comply with Attachment 4 for picket boat operations and specifications.

11.9. Portable Lighting (CLIN XX11AL)

11.9.1. The HS Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port's installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship.

11.9.2. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

11.10. Security Guards Services (CLINs XX11AM through XX11AQ)

11.10.1. The HS Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

11.10.2. The HS Contractor shall comply with Attachment 5 for security guard operations.

11.10.3. Security guards shall be armed or unarmed in accordance with Exhibit A, Schedule of Supplies and Services.

11.11. Two Way Radios (CLIN XX11AR) - The HS Contractor shall provide two way radio sets capable of communicating with the ship, picket boats and to the shore patrol designated individuals.

11.12. Hand Held Explosive Detectors (CLIN XX11AS) - The HS Contractor shall provide hand held explosive detectors capable of detecting explosives.

11.13. Hand Held Wand Metal Detectors (CLIN XX11AT) - The HS Contractor shall provide hand held metal detectors capable of detecting metal.

11.14. Walk Thru X-Ray & Metal Detector (CLIN XX11AU) - The HS Contractor shall provide a walk thru X-ray & metal detector capable of detecting metal.

11.15. X-ray Baggage Scanning Machine airport-type (CLIN XX11AV And CLIN XX11AW) – The HS Contractor shall provide an X-ray baggage scanning machine capable of X-raying hand carried luggage and bags to determine its contents. Equipment shall be manned by professionally trained operator to operate the equipment 24 hours a day.

11.16. Under Carriage Vehicle Scanner (CLIN XX12AX) – The HS Contractor shall provide an under carriage vehicle scanner to scan vehicle undercarriages.

12. FORKLIFT WITH OPERATOR (CLIN XX12) - The HS Contractor shall provide forklifts with operators for loading and unloading operations.

13. FUEL (CLIN XX13)

13.1. Normally, fuel is provided by the HN or by other U.S. Navy bunkering contracts. However, if those sources are not available, then the HS Contractor may be required to assist in obtaining the fuel. In that case, the HS Contractor must comply with this paragraph and must ensure the attached specifications are met by the fuel provider.

13.2. If a ship requires the HS Contractor to provide fuel, the Husbanding HS Contractor shall contact the bunkering HS Contractor or HN source. If the HN or bunkering HS Contractor can provide the fuel within the time needed, the HS Contractor shall so inform the ship. However, if the HN or US Government bunkering Contractor cannot deliver the fuel when required by the ship, the HS Contractor shall so inform the SUPPO or FISC Detachment Singapore and request approval to proceed. Only after this is done, may the HS Contractor arrange for fuel delivery.

13.3. The HS Contractor shall only charge fuel at the daily commercial fuel rate established by the port or local authorities. The HS Contractor shall provide documentation of the daily rate to the SUPPO. The fuel price charged shall be free on board the ship whether at pier side or at anchor. Compensation for all husbanding efforts or costs associated with assisting in the acquisition and delivery of fuel (for instance, dealing with customs authorities) are included in, and otherwise covered by, the daily fixed husbanding services rates set out in the Schedule of Supplies/Services of this contract.

13.4. The HS Contractor shall provide fuel in accordance with Attachment 6 – Fuel Specifications.

13.5. The HS Contractor shall provide a fuel barge or truck to transport fuel to the ship.

13.6. The HS Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

13.7. The HS Contractor shall load the ordered fuel and transport to the ship. The HS Contractor shall transfer the fuel from the fuel barge or truck to the ship. The HS Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

13.8. The HS Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

13.9. In recognition of the fact that fuel is sold by weight (metric tons) and by volume (gallons or litres), the HS Contractor shall ensure all United States ships are provided with a fuel invoice and the appropriate customs certification demonstrating the quantity of fuel provided in metric tons and in gallons or liters.

13.10. Excess Fuel Procedures: If the ship does not offload all of the fuel ordered, the HS Contractor shall store the excess fuel and diligently attempt to sell it as soon as practicable. The HS Contractor shall receive a storage fee for up to three (3) days. The HS Contractor shall receive a fuel disposal fee on a reimbursable basis upon presentation of vendor invoice for disposal services.

14. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX14)

14.1. The HS Contractor shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse.

14.2. The HS Contractor shall provide dedicated refuse bins to the ship.

14.3. If collection is done by sea, the HS Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship.

14.4. The HS Contractor shall collect all loose refuse placed adjacent to refuse bins.

14.5. The HS Contractor shall immediately clean up any spilled refuse.

14.6. The HS Contractor shall properly dispose of all collected refuse.

15. LINESBOATS (CLIN XX15) - The HS Contractor shall provide Linesboats to assist in docking line handling operations.

16. LINE HANDLERS (CLIN XX16)

16.1. The HS Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier. One "Job" covers both securing and unsecuring the mooring lines.

16.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

17. MANLIFT (WITH OPERATOR) (CLIN XX17)

17.1. The HS Contractor shall provide a manlift with operator and a full fuel tank.

17.2. The HS Contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning.

17.3. The HS Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The HS Contractor shall maintain documentation of ship personnel acknowledgement of the training.

18. MATERIAL HANDLING (CLIN XX18)

18.1. The HS Contractor shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

18.1.1. The HS Contractor shall use counter-to-counter delivery and charge by each Bill of Lading.

18.1.2. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

18.1.3. Shipping documents shall be labeled 'SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HS Contractor.

18.2. The HS Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel.

18.3. The HS Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

18.4. The HS Contractor shall use forklifts and cranes from The Schedule.

18.5. The HS Contractor shall receive the package from the carrier and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

18.6. The HS Contractor shall deliver the package to the shp after arrival in port or the following morning.

18.7. The HS Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative or FISC Detachment Singapore.

18.8. The HS Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship.

18.9. The HS Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

19. MISCELLANEOUS (CLIN XX19)

19.1. INTERPRETER SERVICES (CLIN XX19AA) - The HS Contractor shall provide all interpreter services as ordered by the SUPPO. The interpreter shall be fluent in both spoken and written local language and English.

19.2. PORTABLE LATRINES (CLIN XX19AB)

19.2.1. The HS Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

19.2.2. The HS Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

19.2.3. The HS Contractor shall restock toilet paper, hand soap, and paper towels daily.

19.2.4. The HS Contractor shall clean latrines twice daily.

19.3. LOGISTIC SUPPORT TO GOVERNMENT TEAMS (CLIN XX19AC)

19.3.1. Government teams conduct surveys in a variety of ports in the Western Pacific theater. The Government may require the assistance of the HS Contractor in the ports to be surveyed. The HS Contractor shall provide estimated costs to the AGR and subject to approval by the AGR. The AGR shall provide DD Form 1155 or SF 1449 to the HS Contractor in support of this survey.

19.3.2. The HS Contractor shall assign an individual to participate in and assist with logistical arrangements for a team that will perform the survey. This team may visit a variety of ports in advance of ships' visits to assess the force protection levels of the port and to perform related functions. The HS Contractor's assistance shall include

providing logistical support as requested by the Government, coordinating access and interviews with local officials, local husbanding services, and support HS Contractors, coordinating necessary translation services for the team, and assisting in the development of a final assessment report.

19.3.3. The HS Contractor shall invoice port surveys at the subsequent day husbanding fee for a Class I ship in the port. In addition, the HS Contractor shall be reimbursed for economy class air transportation and daily per diem rate that includes lodging, meals and other related expenses. The per diem rates shall be those set forth in the Joint Travel Regulations (JTR) at http://perdiem.hqda.pentagon.mil/perdiem/ .

19.3.4. Other expenses related to the service(s) and anticipated by the HS Contractor will be invoiced and reimbursed at cost. The HS Contractor shall submit all receipts, invoices or other valid documents to support the incurred expenses. The HS Contractor shall not pay for hotels, meals, rental vehicles, telephone expenses and any other expenses that the Government team members may incur and for which they can be reimbursed under their Government travel orders.

20. OIL BOOMS (CLIN XX20)

20.1. The HS Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water.

20.2. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

20.3. The HS Contractor shall dispose all oil waste caught in the Oil Boom.

21. OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX21)

21.1. The HS Contractor shall remove oily waste and aggregate water from the ship.

21.2. The HS Contractor shall pump oily waste and aggregate water from the ship to HS Contractor provided equipment.

21.3. The HS Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed.

21.4. The HS Contractor shall provide hoses of sufficient length from HS Contractor equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

21.5. When removal is done via barge, the HS Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship.

21.6. The HS Contractor shall properly dispose of all oily waste and aggregate water.

21.7. The HS Contractor shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements.

22. PAINT FLOAT (CLIN XX22)

22.1. The HS Contractor shall provide paint floats to hold personnel painting the ship.

22.2. The paint float deck shall be between two (2) to three (3) meters above the waterline and the scaffolding shall be no higher than 3.5 meters from the deck.

22.3. The ship is responsible to secure the paint float to the ship if rented for more than one day.

23. PILOTS (CLIN XX23) - The HS Contractor shall provide qualified pilots to navigate the ship to and from the berthing locations.

24. POTABLE WATER (CLIN XX24) - The HS Contractor shall deliver fresh, potable water to the requesting ship in accordance with the current World Health Organization (WHO) Guidelines for drinking-water quality, located at http://www.who.int/water_sanitation_health/dwq/gdwq3rev/en/index.html, to the intake hose of the requesting ship suitable for showering, cooking and cleaning. Water availability shall be in accordance with the delivery schedule specified by the SUPPO. The ship shall test and determine acceptability of the water delivered.

25. PRATIQUE (CLIN XX25) - The HS Contractor shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

26. SHORE POWER (CLIN XX26)

26.1. The HS Contractor shall provide shore power to the ship using

26.1.1. Port provided permanent connection system.

26.1.2. Or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels.

26.2 The HS Contractor shall provide all cables and make all power connections between the generator and ship.

26.3. The availability of shore power shall be in accordance with the schedule established by the ship.

27. SHORE STEAM (CLIN XX27) – The HS Contractor shall provide shore steam to the ship.

28. STEVEDORE SERVICES (CLIN XX28) - The HS Contractor shall provide stevedores and supervisors for general labor.

29. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX29)

29.1. The HS Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

29.2. The HS Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

30. TRANSPORTATION VEHICLES (CLIN XX30)

30.1. The HS Contractor shall provide vehicle service with qualified drivers for official government business.

30.2. The HS Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

30.3. The HS Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

30.4. The HS Contractor shall provide drivers who can speak and understand English clearly.

30.5. The HS Contractor shall provide only vehicles with air conditioning.

30.6. The HS Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

30.7. The HS Contractor shall return all items left in rental vehicles to the ship's SUPPO or to FISC Detachment Singapore if the ship has departed.

30.8. The HS Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

30.9. If the unit of issue is by "Day", then the rental period shall constitutes 12 hours.

31. TUGS (CLIN XX31)

31.1. The HS Contractor shall provide tugs to bring ships to and from berthing locations.

31.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

31.3.Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

31.4. If tugs are not available through the port authority, the HS Contractor shall use commercially available tugs.

32. WATER TAXIS (CLIN XX32)

32.1. The HS Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 7 – Water Taxi Specifications.

32.2. The HS Contractor shall return all items left in water taxis to the ship's SUPPO or FISC Detachment Singapore.

32.3. The HS Contractor shall obtain written acknowledgement of water taxi service by the ship's duty officer onboard. Logs shall be used to document arrival and departure times.

33. CRAFT REPORT (CLIN XX33)

33.1. The HS Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit C - CRAFT.

33.2. The report shall be submitted to FISC Detachment Singapore Contracting Officer within seven (7) working days of each ship's departure.

34. OPERATIONS OTHER THAN WAR (OOTW) – DISASTER RELIEF – MANAGEMENT FEE (CLINXX34) and OPERATIONS OTHER THAN WAR (OOTW)/CONTINGENCY EXERCISE LOGISTICS SUPPORT – MANAGEMENT FEE (CLIN XX35). See Paragraph 2 above

35. OOTW COST REPORT (CLIN XX35)

35.1. The HS Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for each OOTW event, showing what services or supplies were ordered from the contract and what was actually provided. The sample report format is provided in Exhibit C – CRAFT.

35.2. The report shall be submitted to FISC Detachment Singapore Contracting Officer within seven (7) working days of each OOTW events' completion.

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: N4034508RCSG0005

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-09-D-0002	09-Dec-2008		N40345-08-R-0059	24-Jul-2008

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)*

8. OFFER DUE DATE/LOCAL TIME: 02:00 PM 24 Oct 2008

9. ISSUED BY CODE N40345

U.S. FLEET AND INDUSTRIAL SUPPLY CENTER
DET SINGAPORE
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: NAICS:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE. LTD.
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$359,570.32 EST

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE RFP N4034508R0059
- [X] OFFER DATED 06-Nov-2008 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED: 09-Dec-2008

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) Contracting Officer

TEL: (b)(6), (b)(7)(C)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 91
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		UNDEFINED	Lot	UNDEFINED	$0.00

MINIMUM GUARANTEE
FFP
This line item does not order goods or services. It may be issued on task order/delivery order number 00MG for the sole purpose of recording the obligation of funds associated with the minimum quantity under this basic contract.
FOB: Destination

MAX NET AMT	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		359,570.32	Lot	$1.00	$359,570.32 EST

Husbanding Services Pacific Islands
FFP
Base period: 12 months
See attached Exhibit A for CLINs & sub-CLINs under this CLIN.
All prices are FOB destination and in U.S. dollars.
FOB: Destination
PURCHASE REQUEST NUMBER: N4034508RCSG0005

MAX NET AMT	$359,570.32 (EST.)
ACRN AA	$359,570.32

CIN: N4034508RCSG00050001

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9000		UNDEFINED	Lot	UNDEFINED	$0.00
	Exhibit A - ELIN's FFP				
	FOB: Destination PURCHASE REQUEST NUMBER: N4034508RCSG0005				
				MAX NET AMT	$0.00

BASIS FOR MAXIMUM QUANTITIES

The maximum quantities established herein were derived based on historical data, market research, customer projections and contracting officer port knowledge. Information concerning port visits for the 12-month period ending 31 Dec 07 by USS vessels to ports covered by this contract is at Exhibit E, Historical Craft Data.

OVERVIEW OF CONTRACT

SECTION B1 OVERVIEW

1. OBJECTIVE - The objective of this contract is to obtain husbanding services for U.S. Navy Ships visiting the Pacific Islands. For purposes of this contract, “Pacific Islands” is defined as the geographic area encompassed by the lots described below at paragraph 2.3.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) at any berthing or anchoring location in the Pacific Islands. It is to provide services and supplies that are required by the ships while they are in port.

2.2. This contract also includes requirements for logistic support services and supplies for Operations Other Than War (OOTW) required by the U.S. Navy and other U.S. Government organizations or agencies.

2.3. The contract is subdivided into Lots. Lots may be for individual Ports or they may include several Ports under one Lot. For this contract, the following Lots apply:

2.3.1. Lot 1 is for Majuro, Marshall Islands

2.3.2. Lot 2 is Noumea, New Caledonia
2.3.3. Lot 3 is Madang, Papua New Guinea
2.3.4. Lot 4 is Honiara, Solomon Islands
2.3.5. Lot 5 is Nuku Alofa, Tonga
2.3.6. Lot 6 is Funafuti, Tuvalu
2.3.7. Lot 7 is Port Vila, Vanuatu
2.3.8. Lot 8 is Koror, Palau
2.3.9. Lot 9 is Management Fees for all other ports of Marshall Islands, New Caledonia, Papua New Guinea, Solomon Islands, Tonga, Tuvalu, Vanuatu, Palau, Fiji, Kiribati, Nauru, New Zealand, Western Samoa, French Polynesia and Federated States of Micronesia (excluding U.S. Territories).
2.3.10. Lot 10 is Operations Other Than War (OOTW) for all locations in Marshall Islands, New Caledonia, Papua New Guinea, Solomon Islands, Tonga, Tuvalu, Vanuatu, Palau, Fiji, Kiribati, Nauru, New Zealand, Western Samoa, French Polynesia and Federated States of Micronesia (excluding U.S. Territories).

2.4. The individual HS items provided under this contract are listed in Exhibit A, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).

2.5. This contract also requires that the HS Contractor assist ships that are being provided husbanding services to obtain unforeseen additional services or supplies that are required as part of the husbanding the ships while they are in port. Similar services may be required under the OOTW CLINs.

2.6. The holder of this contract is a US Navy Contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price Indefinite Delivery Indefinite Quantity (IDIQ) contract. The HS Contractor agrees to furnish the services or supplies at the fixed prices listed in the Schedule of Services.

3.1. MINIMUM AND MAXIMUM QUANTITIES – The contract minimum quantity referred to in paragraph (b) of FAR 52.216-22 Clause entitled “Indefinite Quantity” of this contract, is set at a total of $20,000 worth of orders at the contract unit price(s) or as guaranteed minimum if no orders are issued. The recording of the obligation of funds associated with the guaranteed minimum amount under the basic contract will be issued under task order(s)/delivery order(s) immediately upon award of this contract. The minimum guarantee applies to the base year period only.

4. DURATION OF CONTRACT - This contract is for a period of twelve (12) months and includes FAR52.217-8 OPTION TO EXTEND SERVICES clause. If the six (6) month extension of performance of services is exercised under FAR 52.217-8, the maximum duration of this contract is 18 months. The period of time within which the Government may order performance varies by lot. See section F for additional details.

5. MULTIPLE SHIP VISITS - The HS Contractor is required to be able to simultaneously Husband a maximum of eight (8) ships at one time for the Pacific Islands.

6. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or if the port-provided supplies and services are less expensive than similar services provided by the HS Contractor or its subcontractors, or finally provide it themselves to include subcontractors. The Schedule lists what items are available through HN and Port Authorities.

7. MARK V HIGH-SPEED-INTERCEPTOR-CRAFT (HSIC) - Mark V (HSIC) Special Operations Craft may be in port or in the direct vicinity for up to 90 days conducting operations. The HS Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and Management fees will be based on the total fee for the pair of boats. Attachment 1 provides details.

8. LONG TERM SHIP VISITS –

8.1. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The HS Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit.

8.2. Unique/Particular Situations:

8.2.1. Frequent ship visits to ports: If a ship returns to a port within three (3) days (i.e. prior to the fourth calendar day), the Management Services fees for the return visit will be charged at the subsequent day rate. (example: If the ship departs Friday and comes back before Tuesday, it will be charged Management Service fees at the subsequent days rate during the return visit that begins prior to Tuesday. If the ship comes back on Tuesday, the Management Services will be charged at the first day rate for Tuesday, followed by the subsequent days rate for the following days.)

8.2.2. If a ship comes into port and does not request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged Management Service fees at the first or subsequent days rates, subject to the conditions in paragraph 10.2.1 and subject to the discussion at paragraph 20 below about ordering Management Services.

8.3. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HS Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong SAR and Singapore.

9. SHIPYARDS - U.S. Navy Ships in shipyards at locations covered by this contract may order supplies and services from this contract without the requirement to also order Management Services.

10. OTHER PERSONNEL - Other U.S. personnel conducting business at locations covered by this contract may order off of the contract without incurring Management Service Fees. These orders do not involve continuous management of husbanding services and may be for items such as vehicles, phones or other services. For example U.S. Government personnel attending conferences, training and seminars where hotel, transportation and rental of cellular phones are required, may order those services through the HS Contractor to the extent those services are included in this contract. This provision does not apply to services that are required as part of an Operations Other Than War (OOTW) event.

11. ORDERING

11.1. Ordering Items on Contract: Only Authorized Government Representatives (AGR) can place orders against this contract. AGRs for this contract are:

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any FISC Yokosuka (including Sites/Detachments) warranted KO or their authorized representative.

11.2. Advance Notice Period for Orders: The HS Contractor shall deliver the supplies and services listed on Exhibit A (not to include items marked as “Reserved” or “TBD”) in accordance with the time and date set by the order so long as the order is issued by an AGR at least 48 hours prior to the required delivery date and time. The HS Contractor shall use its best reasonable effort to deliver supplies or services marked “Reserved” or “TBD” in accordance with an order’s delivery schedule or time so long as the AGR and the HS Contractor come to agreement on the price of the “Reserved” or “TBD” item at least 48 hours in advance of the required delivery date and time. Occasionally, there may be short notice orders of less than 48 hours, which the HS Contractor shall

support if possible. If the HS Contractor cannot support these requirements within 48 hours, then the AGR may satisfy them from other sources.

11.3. Substitutions: Substitution of ordered CLIN shall not be allowed unless authorized and accepted in writing by the AGR, which could be the SUPPO, or FISC Det. Singapore Contracting Officer. If accepted by the AGR or requiring vessel, substituted CLINs shall only be charged at a rate not to exceed that of the originally ordered CLIN. An example would be if a 20-passengerbus was ordered, but was not available and the HS Contractor substituted two 10 passenger-vans. The HS Contractor shall charge a rate for the 10 passenger vans that does not exceed the rate for the one 20-passenger bus.

11.4. Cancellation of Orders:

11.4.1. Unless otherwise provided herein, in the event an order, or any portion of an order, is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. If several deliveries are required to satisfy an order or portion of an order, i.e., garbage pick-up and disposal on each of five days, then the 48-hour notice period shall be computed from each of the required delivery dates. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled "Termination for the Government's Convenience (FAR 52.212-4)", of the clause entitled "CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS."

11.4.2. In rare cases, when ordering items requires long lead times, the Government may apply the Termination for the Government's Convenience clause as referenced above even though an order was cancelled prior to 48 hours before a required delivery.

11.4.3. In every case, the HS Contractor is responsible for taking all necessary steps to mitigate the U.S. Government's damages or termination costs. As part of its mitigation, the Government reasonably expects that the HS Contractor shall consider these cancellation rights as it enters into agreements with its subcontractors and suppliers.

12. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English. All electronic communication between visiting vessels and the HS Contractor shall be copied to the FISC Detachment Singapore Contracting Officer and Logistic Support Representative.

13. STANDARDS FOR PROFESSIONAL SERVICES

13.1. The HS Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning cost and performance issues throughout the locations covered by this Contract.

13.2. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

13.2.1. The performance standards are explained in the Quality Assurance Surveillance Plan (QASP) – See Attachment 9.

13.3. The HS Contractor shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

13.4. The HS Contractor shall ensure that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

13.5. The HS Contractor shall ensure that subcontractors comply with these requirements.

14. HEIGHTENED VIGILANCE

14.1. The HS Contractor shall be alert at all times in order to contribute to the protection of the ship and its crew. The HS Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The HS Contractor shall report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

14.2. The HS Contractor shall fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the HS Contractor shall identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the HS Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The HS Contractor shall arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

15. EQUIPMENT - All vehicles, watercraft, and equipment provided must be in sound mechanical condition, be in compliance with local laws and specifications, meet all local safety standards, and have all required current certifications and insurance.

16. GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM) – In the event that the HS Contractor is required to use government equipment, the HS Contractor shall be responsible for all loss or damage to, or the destruction of, Government property in its possession. The HS Contractor shall not be responsible for damage due solely to normal wear and tear.

17. CONTRACT PRICING

17.1. Contract Currency - All contract prices are in U.S. Dollars (US$).

17.2. Fixed Price (other than items in which the price is set by a Port Tariff or other controlled price)- Prices are firm-fixed-price per unit and are inclusive of ALL costs.

17.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. The following non-exclusive set of costs is included in the unit price: labor performed during normal working hours, overtime for work performed outside normal working hours, weekend hours, holidays, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

17.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

17.2.3. Pre-Positioning / Pre-Staging - All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

17.2.4. Repositioning equipment. All repositioning of equipment when required shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

17.2.5. All Government taxes are included in the unit cost.

17.3. Port Tariff (PT) or other controlled prices - When the HS Contractor obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list, then the HS Contractor shall be reimbursed for the published price of the item. The HS Contractor shall not be paid an amount in addition to the published price of the item. These items are listed on Exhibit B, Port Tariff items.

17.4. Time Calculations - Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged.

17.5. Demurrage - Demurrage charges shall only be charged if the HS Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but, due to the fault of the government, was not attended to until 1500 hrs when pumping begins. The HS Contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs). Demurrage charges will be charged as stated in the schedule of supplies and services. This only applies to CLINs that have demurrage charges as sub-CLINs.

18. Management Services - Operations Other than War (OOTW) CLINs. When supplies or services are ordered under the Operations Other than War (OOTW) CLIN, the Government will clearly identify the days during the performance period for which it is ordering Management Services. Because of the range of situations under which the Government may order supplies and services under the OOTW CLINs, there is less certainty that the Government will order Management Services for each day of an Operation Other Than War than when the Government orders husbanding services. The HS Contractor is not required to provide any services described under the OOTW Management Services CLINs on those days for which services are not ordered.

19. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

CHT	Collection, Holding Transfer Sewage Removal and Disposal
CU M	Cubic Meter
DAO	Defense Attaché Officer
DY	Day
EA	Each
GL	Gallon (3.785 Liters)
HR	Hour
IDD	International Direct Dialing
JB	Job
LO	Lot
M	Meter
MIN	Minimum
NSP	Not Separately Priced
OOTW	Operations Other Than War
PAX	Passenger
PK	Package
PT	Port Tariff
QTY	Quantity
TBD	To Be Determined
TP	Trip

20. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any supply or service.

- CAMELS: See Fenders

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the LOT of the contract. For example Lot 1 would be 01XX, Lot 2 would be 02XX). The third and fourth digits are the service or supply item number. (For example 0101 is the first item, 0102 is the second item under Lot 1). If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX11 for Force Protection could be divided into XX11AA for Beach Guard Office and XX11AB Dive and Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: A calendar day.

- Delivery Order (D.O./Task Order: A delivery order is an order for supplies and a task order is an order for services placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge.

- FORCE PROTECTION (FP). Security measures to protect a ship and its crew from dangerous situations such as terrorist actions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL (GFE/GFM): Items fully transferred to the HS Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Host Nation Government tax is a levy on goods and services made in the local country. The tax rate will vary with the location. The U.S. Government is often exempt from host nation Government Taxes. The Government makes no representation as to the extent to which the HS Contractor may be liable for Host Nation Government taxes.

- HOST NATION (HN): The country, which is being visited by the U.S. ship.

- HUSBAND: To provide all supplies and services required by a ship during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other HS Contractors work with the ship, and assisting with requests for Non-Contract items. To the extent practicable, the HS Contractor shall utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION (MOB & DEMOB):

    - Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

- Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPARATELY PRICED (NSP): Item that is not separately priced. The cost for CRAFT should be factored into the Management Fee.

- POINT OF CONTACT (POC): A designated individual who is knowledgeable about an issue and is able to answer questions and make decisions concerning the issue.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples may include pilot services, tugs, picket boats, security guards, and potable water. HS Contractor

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- RESERVED: A supply or service for which the price will be negotiated at the time of order. A "Reserved" item is an item that can be ordered when required.

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and, if so, is authorized to sign contracts and place orders.

21. HS CONTRACTOR REPRESENTATIVE – The Government shall contact the following HS Contractor person(s) for prompt contract management:

Name of Individual:	Mr. Leonard G. Francis
Title of Individual:	Executive Group Chairman/President
Mailing Address:	15D Pandan Road Singapore 609266
Tel No:	(65) 62685300
Fax No:	(65) 62707240
Mobile:	(65) 9798-3155
E-mail address:	Leonard@glennmarinegroup.com; glenncom@glennmarinegroup.com

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT
TASKS: The HS Contractor shall perform the following tasks when ordered by an AGR.

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 1 – Classifications of Navy Ships)

1.1 PRE-ARRIVAL HUSBANDING DUTIES. Except for the services described below at paragraph 1.1.6 and 1.1.8, the HS Contractor shall be compensated for providing the Pre-Arrival Husbanding Duties described in this section by the Government's order and payment for the initial day of Management Services and one additional day of Management Services at the subsequent day rate. Compensation for staging (paragraph 1.1.6 below) is addressed at paragraph 17.2 of the Section B1 Overview. Compensation for assisting the ship's Advance Party is addressed below at paragraph 1.1.8. Except when the facts detailed in paragraph 1.1.18 apply, the Government will not typically issue a separate order for Pre-Arrival Husbanding Duties.

1.1.1. The HS Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The HS Contractor shall order requested services and supplies.

1.1.3. Pre-arrival CRAFT Cost Estimate - The HS Contractor shall furnish to each ship and FISC Detachment Singapore Contracting Officer a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract, Reserved or TBD items, or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship and the Contracting Officer within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship's arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs. The portion of the LOGREQ that covers items that are pre-priced in the contract, when submitted by, under authority of, or on behalf of an AGR, is an order under this contract. Orders for Reserved, TBD, or non-contract items will be finalized once the AGR and HS Contractor agree on a price as described at Section B1, paragraph 11.2. Orders placed by a LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

1.1.4. These estimates shall be provided for all US Navy, Military Sealift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the HS Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U. S. Defense Attaché's Office.

1.1.6. The HS Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

1.1.7. The HS Contractor shall coordinate with other US government Contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

1.1.8. The HS Contractor shall assist the ship's Advance Party to include planning and coordination meetings. The HS Contractor shall not be required to expend more than 32 manhours assisting the ship's advance party or to expend more than $1,000 for the travel, meals, and lodging of its personnel assisting the ship's advance party unless it is provided a separate order for Advance Party Pre-Arrival Husbanding Services or unless an AGR orders a mutually-acceptable number of days of Management Services (not to exceed the total number of days for the visit) and the HS Contractor confirms in writing that payment for the days of Management Services that have been ordered will provide full compensation for the Pre-Arrival Husbanding Duties.

1.2. POST-ARRIVAL HUSBANDING DUTIES

1.2.1. The HS Contractor shall Husband the ship while it is at the berthing location.

1.2.2. The HS Contractor shall install all ordered equipment upon the ship's arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The HS Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The HS Contractor shall brief the designated ship representative about HS Contractor-provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HS Contractor shall provide its POC information with 24-hour contact phone numbers.

1.2.5. The HS Contractor shall provide the SUPPO upon ship's arrival a copy of The Schedule and Performance Work Statement (PWS), applicable port tariffs and current prices for frequently ordered services such as laundry services.

1.2.6. Money Exchange Services:

1.2.6.1. The HS Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. The HS Contractor shall maintain adequate records justifying its basis for determining the Official Exchange Rate and shall make those records available to the AGR upon request. This Official Exchange Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.6.2. The HS Contractor shall arrange for authorized moneychangers to exchange U.S. dollars for ship personnel into local currency. Money Exchange services shall be made available onboard ship to crewmembers at least two hours daily with buy-back service on the day before the ship's departure. The moneychangers may include a commission of not more than plus or minus 1.5% difference from the Official Exchange Rate described above.

1.2.7. Laundry Services:

1.2.7.1. The HS Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure.

1.2.7.2. The HS Contractor shall assist in resolving vendor billing discrepancies.

1.2.8. Interpreter Services:

1.2.8.1. All HS Contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port.

1.2.8.2. The HS Contractor shall provide all interpreter services to assist the Supply Officer to assure timely delivery and performance of the supplies and services ordered by the Supply Officer under this contract or any other contract in support of the ship's visit. This limited set of interpretor services is required under the Management Services CLIN and is separate from the interpretor services required under CLIN XX19.

1.2.9. Mail Delivery Services: The HS Contractor shall provide mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

1.2.10. Morale Welfare and Recreation (MWR) Services:

1.2.10.1. The HS Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) HS Contractor servicing the ship.

1.2.10.2. If an ITT contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If awarded, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

1.2.11. Passing Ship's Orders: The HS Contractor shall coordinate and pass orders, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts. This service includes all necessary actions to facilitate the acceptance of supplies or services ordered under Government contracts. The HS Contractor shall also arrange for these Contractors to submit invoices and receive payments by the ship if it has a mutual agreement with the other Contractors to perform these services for them. Any disputes or discrepancies arising from the order will be resolved directly between the ship and the other Contractor(s) with assistance from the HS Contractor and FISC Detachment Singapore.

1.2.12. Customs & Immigration: The HS Contractor shall assist ship personnel with immigration and customs requirements necessary for them to enter the country where the ship's visit is to be performed. This includes providing Visa and Customs application forms. The HS Contractor shall contact the FISC Detachment Singapore prior to arrival to ascertain how many personnel will require assistance.

1.2.13. The HS Contractor shall facilitate the ship's timely departure.

1.2.13.1. The HS Contractor shall provide a timely cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.13.2. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided.

1.2.13.3. The HS Contractor shall remove all provided equipment.

1.3. ARRANGING SUPPLIES AND SERVICES

1.3.1. Purchase order to be issued to a vendor other than the HS Contractor for additional supplies and services. When a requirement exist for supplies or services that are not included on the Schedule of Supplies and Services as priced, reserved, or TBD, the HS Contractor shall assist the Supply Officer of the vessel in obtaining information from, and delivering information to, reliable sources for these items by identifying responsible sources, performing market surveys, providing pricing information from at least three sources whenever feasible, and delivering Government orders. In obtaining or delivering this information, the HS Contractor shall inform the potential sources that it is solely obtaining and delivering information for the U.S. Navy, and is not entering into any contractual commitment. The information obtained shall be submitted to the ship's Supply Officer who shall make the acquisition selection decision and issue appropriate contractual documents and courtesy copy to FISC Detachment Singapore Contracting Officer. The ship's Supply Officer shall normally issue a purchase order to the selected vendor rather than issuing an order to the HS Contractor that requires the HS Contractor to provide the supplies or services. The HS Contractor shall deliver to the vendor the Supply Officer's or Contracting Officer's order to purchase the supplies or services. This order shall be in writing (facsimile and electronic transmission included) and signed by the Supply Officer or Contracting Officer specifying the price, item(s), quantity, and delivery requirements of the order. The HS Contractor shall facilitate receipt of the items by the ship. The HS Contractor shall not arrange unofficial requirements or personal requests from individual crewmembers under

auspices of this contract. The HS Contractor shall use the specifications for FF&V, Bread, and Eggs that are included as part of this contract when arranging for those supplies.

1.3.2. Supplies and services to be provided by the HS Contractor. In the event the above process cannot be followed by the ship's Supply Officer, and the ship's Supply Officer orders the additional supplies and services from the HS Contractor, the HS Contractor is still responsible for promoting competition to the maximum extent practicable to obtain supplies and services from the source whose offer is the most advantageous to the Government. In addition, if the supply or service required is greater than $3,000, the HS Contractor shall provide information on the results of competition conducted by providing: name of the sources contacted, amount of each offer received (indicating the items ordered, quantity, unit price and total price) and rationale for decision. Any communication concerning non pre-priced items to be acquired under this subparagraph will not be considered an order until the HS Contractor and the AGR have agreed on a price for the supplies or services. This information must be provided to FISC Detachment Singapore Contracting Officer during the ship visit or not later than 7 days after the ship's departure from the visited port. The HS Contractor's record of promoting competition as required by this paragraph will be evaluated based on the criteria established in Section B1, Overview, paragraph 13, Standards for Professional Service.

1.3.3. Purchasing procedures. Not later than 60 days after contract award, the HS Contractor shall submit written policy and procedures on Arranging Supplies and Services (to include purchasing procedures). The Contracting Officer will review the plan for acceptability, and may require revisions to the policy. When the Contracting Officer deems the written policy and procedures acceptable to the Government, the Contracting Officer will approve the plan.

1.4. FRESH FRUITS AND VEGETABLES (FF&V), BREAD, EGGS, AND OTHER SUBSISTENCE ITEMS

1.4.1. When requested by the ship, the HS Contractor shall assist in arranging for the timely provision of FF&V, Bread and Eggs and other subsistence items. FF&V shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using nightsoil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. The HS Contractor shall assure that the provider of items arranged under this line item furnished to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars (Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Delivery charges shall be included in the price rather than being shown separately.

1.4.2. If the total cost of FF&V and subsistence items ordered and received by a ship under this contract exceeds $10,000.00 for a port visit, the HS Contractor shall submit a report via e-mail to FISC Detachment Singapore within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the HS Contractor shall provide copies of all quotes obtained. This report is in addition to the CRAFT report.

1.4.3. The HS Contractor shall ensure that the sources it recommends to the ship's SUPPO for the supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection is provided as Attachment 7.

1.4.4. The HS Contractor shall consider this requirement for inspection of sources when recommending or selecting suppliers of subsistence items. Under no circumstances should the HS Contractor recommend or offer for acceptance subsistence items from non-approved sources.

1.4.5. The HS Contractor shall comply with the Quality Assurance Provisions as per Attachment 8 when providing or arranging to provide FF&V, bread, eggs, and other subsistence items.

1.5. PRE-SAILING VISIT: The HS Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the HS Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The HS Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the HS Contractor's best estimate and an adjustment will be made later.

1.5.1. The payment will be made by the ship prior to departure from the port. If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Officer, U.S. Navy Region Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury check. The HS Contractor must accept the U.S. Government commercial purchase card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPC is the MasterCard. If a ship uses a U.S. Government credit card, the ship shall reimburse the HS Contractor any surcharge imposed by the financial institution processing the credit card transaction up to three (3) percent. Upon award of contract, the HS Contractor shall provide evidence furnished by the Financial Institution of the credit card surcharge.

1.5.2. The HS Contractor shall also provide any invoices for port tariff items which have been completed for certification by the ship's Supply Officer.

1.5.3. Copies of all invoices presented to the ship shall be provided to FISC Detachment Singapore Contracting Officer within seven (7) working days from the departure of the visiting vessel.

1.5.4. The HS Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The HS Contractor's point of contact for this information shall be the Command Duty Officer, Supply Officer, or his designated representative.

2. OPERATIONS OTHER THAN WAR (OOTW) – DISASTER RELIEF MANAGEMENT FEE (First Day and Subsequent Days) AND OPERATIONS OTHER THAN WAR (OOTW)/CONTINGENCY EXERCISE LOGISTICS SUPPORT – MANAGEMENT FEE (First Day and Subsequent Days)(LOT 12) (CLIN XX34) and (CLINXX35)

2.1 CLINs XX34 and XX35 authorize the Government to order Management Services in support of Operations Other Than War. Recognizing that the specific Management Services that may be required will likely vary depending on the particulars of the individual Operation Other Than War, the CLINs are priced on a per person/per day basis. At the time the Government orders services under the CLINs it will provide the HS Contractor a detailed list of tasks that the HS Contractor shall perform. The tasks shall be within the scope of the tasks further described below. The HS Contractor shall use its best efforts to fully perform the set of tasks within the limitation of the number of persons/number of days of service ordered by the Government. The HS Contractor shall promptly notify the Government if it believes that it will be unable to fully perform the specified tasks because the Government has not ordered sufficient services under these CLINs.

2.2. Operations Other Than War (OOTW), sometimes referred to as “contingencies”, are defined as emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. In addition to rescue and humanitarian relief missions, military contingencies can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property; training efforts and exercises in preparation for actual contingencies shall also be included.

2.3. An exercise is defined as a prearranged, preplanned evolution being conducted between the U. S. Government and a foreign nation for Humanitarian, training, or other purpose of a specified duration. The name of the event will generally, but may not always, include the word “exercise.”

2.4. Logistic Support is defined as goods and services provided in a background framework to an operation or an exercise. Logistics Support can take place in the immediate vicinity of the operation/exercise or a great distance away.

2.5. If the Government has need of Management Services in support of an Operation Other Than War for disaster relief response it will order Management Services under CLIN XX34. If the Government has a need of Management Services in support of an Operation Other Than War for other purposes, it will order Management Services under CLIN XX35.

2.6. The HS Contractor shall furnish personnel who are familiar with the manner in which the U.S. Navy operates, speak the local language that is normally used at the site of the OOTW, and speak and read English. The HS Contractor shall ensure that the personnel provided under these CLINs arrive at the OOTW site by the date and time specified in the order. The Government may require that personnel arrive as soon as 24 hours after the order is issued. The First Day and Subsequent Day Management Fee rates shall include any costs for the HS Contractor employees to travel to and from the OOTW site, and the costs of food and lodging for the HS Contractor while at the OOTW site. HS Contractor employees will not normally be provided meals or lodging at U.S. Government expense nor will they typically be entitled to Government-furnished lodging and meals on a reimbursable basis.

2.7. For each increment of one person for one day that the Government orders, the HS Contractor shall provide one qualified employee to work on tasks identified at the time the order is issued for a period of at least 12 hours per day. The HS Contractor employee will normally perform those tasks at the OOTW site. The HS Contractor shall provide the Government a Point of Contact for questions and issues that arise in connection with the tasks identified at the time the order is issued who can be contacted during the portion of the 24-hour day that the HS Contractor's employee is not at the OOTW site.

2.8. These are not personal services CLINs. HS Contractor employees performing services under these CLINs will perform the tasks identified by the Government at the time the order is issued. The HS Contractor employees performing the services are under the supervision and direction of the HS Contractor. Should the Government have concerns with the manner in which the tasks are being performed or have a need to modify the tasks, it shall contact the HS Contractor.

2.9. Services that may be required under this CLIN include, but are not limited to, providing interpreter support, providing expertise on locally-sensitive cultural issues, liaison with local political and police authorities, and providing technical assistance in acquiring necessary supplies and services. A sample list of the type supplies and services that the Government may require assistance in acquiring is attached at Exhibit D. The HS Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the HS Contractor shall make every effort to locate at least three sources. As with the Management Services CLINs for Husbanding Services, the Government may also direct the HS Contractor to acquire necessary supplies and services under these OOTW CLINs that the Government requires.

2.10. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, these CLINs will apply. If a similar Management Service is ordered for delivery in the port vicinity and the requirement is received from the ship or a contingent on the ship, the HS Contractor's Husbanding fees and CLINS shall apply.

2.11. If an advance party arrives in a country for OOTW and requires services under these CLINs prior to the start of the OOTW event, the HS Contractor shall be compensated for the services provided at the subsequent day rates for these CLINs. The HS Contractor is not required to provide any services to an advance party under these OOTW CLINs without first receiving an order for such services from an AGR. The HS Contractor may be required to support multiple operations at the same time, or a single operation at multiple locations, the HS Contractor may bill for each operation/location for which the HS Contractor's services are ordered.

3. BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The HS Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The HS Contractor shall place additional fenders between the breasting barge and the ship when requested.

3.3. The HS Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. BROW (CLIN XX04)

4.1. The HS Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not damage the surface of the pier.

4.2. Due to the dramatic height difference between the submarine deck and pier, the HS Contractor provided submarine brow must afford personnel a smooth and safe transit when entering or exiting thesubmarine deck. Also, the submarine brow must be capable of supporting shorepower cables without damaging the cable.

5. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX05)

5.1. The HS Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

5.2. The HS Contractor shall remove sewage from the ship in HS Contractor-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

5.3. The HS Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

5.4. The HS Contractor shall provide CHT hoses of sufficient length from HS Contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

5.5. When collection of CHT is done via barge, the HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship.

5.6. The HS Contractor shall properly dispose of all sewage in accordance with Section B1 - OVERVIEW of the contract section, paragraph 13, Standards for Professional Services.

5.7. The HS Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements.

5.8. The Order will be modified at the conclusion of the visit to reflect the actual quantity of sewage removed from the ship. The modified quantity will be priced at the unit price established in the contract (or, for reserved items, at the unit price established in the order).

6. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX06)

6.1. The HS Contractor shall arrange for landlines to be installed aboard the ship.

6.2. The HS Contractor shall provide fully charged, mobile hand phones with chargers capable of using dual voltage. Each mobile phone provided shall include a spare battery and an operating manual/instruction with published rates for usage.

6.3. The HS Contractor shall provide activation, auto roaming, long distance accounts, and airtime for land and mobile hand phones.

6.4. The HS Contractor shall provide commercial telephone services and sale of phone cards for personal use by crewmembers.

6.5. The HS Contractor shall provide pre-paid International Calling Cards for official use.

7. CRANE (CLIN XX07) - The HS Contractor shall provide cranes with operators, required assistant personnel (minimum two assistants), and support equipment such as slings, lifting bars, and nets. When ordered, the HS Contractor is required to provide mobile crane services (shore crane and floating crane) with operator. The HS Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

8. DOCKAGE AND WHARFAGE (CLIN XX08) - The HS Contractor shall provide pier and wharf usage.

9. FENDERS (CLIN XX09) - The HS Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

9.1 The HS Contractor shall provide camels as fenders for the ship.

10. FLEET LANDING (CLIN XX10) - The HS Contractor shall provide a Fleet Landing site at designated piers. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct Force Protection (FP) operations. The HS Contractor shall ensure that this area is kept clean during the ship visit in port.

11. FORCE PROTECTION (CLIN XX11)

11.1. General (CLINs XX01 & XX02): The HS Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The HS Contractor must develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HS Contractor must coordinate all aspects of FP planning and services with Port Authorities, HN agencies, and U.S. Embassy security staff. If the HN is supplying FP assets the HS Contractor must verify they are available and are scheduled to show up on time. The HS Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR. The HS Contractor shall not add any requirements unless first receiving direction to do so as provided at paragraph 11.2 below.

11.1.1. Access Points: The HS Contractor shall establish a single entry and exit point to the pier area.

11.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

11.1.3. Personnel Identification: The HS Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

11.1.3.1. Background Checks. The HS Contractor shall conduct security background checks on employees with local or national police departments or other government organizations. The HS Contractor shall not use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers.

11.1.3.2. The HS Contractor shall issue photo identification badges to its personnel and ensure subHS Contractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times.

11.1.3.3. The HS Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as HS Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

11.1.4. Access Lists: The HS Contractor shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other Contractors as required.

11.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

11.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work.

11.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

11.1.5. Inspections. The HS Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

11.1.6. Stand-Off Distances:

11.1.6.1. Objects: To the maximum extent practicable the HS Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

11.1.6.2. Unloading Zones: To the maximum extent practicable the HS Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship.

11.1.7. Warning Signs: The HS Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

11.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

11.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area, Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering

- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

11.1.8. Ship Schedules: The HS Contractor shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The HS Contractor's written policy shall describe the required measures to protect ship schedule information.

11.2. Non-Contract FP Measures: The HS Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Detachment Singapore Contracting Officer. The HS Contractor must explain what the added FP service will include and why it has been requested. The Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HS Contractor will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

11.3. Beach Guard Office or Tent (CLIN XX11AA)

11.3.1. The HS Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ship's personnel while performing security checks on personnel, baggage, and vehicles.

11.3.2. The office or tent will be large enough to accommodate a minimum of five (5) people. The tents shall have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The HS Contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 LB, CO_2 fire extinguisher shall be provided and kept fully charged.

11.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

11.4. Dive and Vetting Operations (CLIN XX11AB)

11.4.1. The HS Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

11.4.2. The pier will be vetted prior to the ship's arrival.

11.4.3. To the maximum extent practicable the HS Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship..

11.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

11.4.5. The HS Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

11.5. Floating Line of Demarcation (CLINs XX11AC through XX11AE)

11.5.1. The HS Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers but is to help identify a safe standoff zone.

11.5.2. The HS Contractor shall comply with the specification of the FLD in Attachment 2.

11.6. Perimeter Fencing (CLIN XX11AF)

11.6.1. The HS Contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the HS Contractor will provide portable chain link fencing with vehicle and walk up entrances.

11.6.2. The perimeter fence provided by the HS Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved
Entry Point: Entry available for vehicles and personnel.

11.7. Physical Security Barriers (CLIN XX11AG through XX11AJ)

11.7.1. The HS Contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

11.7.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used. As well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

11.7.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zigzag patterns to control the speed of access.

11.7.4. A personnel entry point must be established through the barriers.

11.7.5. Barriers may also be used to seal off secondary Port gates.

11.7.6. All barriers must be placed prior to a ship's arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

11.8. Picket Boats (CLIN XX11AK)

11.8.1. The HS Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

11.8.2. The HS Contractor shall comply with Attachment 3 for picket boat operations and specifications.

11.9. Portable Lighting (CLIN XX11AL)

11.9.1. The HS Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port's installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship.

11.9.2. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

11.10. Security Guards Services (CLINs XX11AM through XX11AQ)

11.10.1. The HS Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

11.10.2. The HS Contractor shall comply with Attachment 4 for security guard operations.

11.10.3. Security guards shall be armed or unarmed in accordance with Exh A, Schedule of Supplies and services.

11.11. Two Way Radios (CLIN XX11AR) - The HS Contractor shall provide two way radio sets capable of communicating with the ship, picket boats and to the shore patrol designated individuals.

11.12. Hand Held Explosive Detectors (CLIN XX11AS) - The HS Contractor shall provide hand held explosive detectors capable of detecting explosives.

11.13. Hand Held Wand Metal Detectors (CLIN XX11AT) - The HS Contractor shall provide hand held metal detectors capable of detecting metal.

11.14. Walk Thru X-Ray & Metal Detector (CLIN XX11AU) - The HS Contractor shall provide a walk thru X-ray & metal detector capable of detecting metal.

11.15. X-ray Baggage Scanning Machine airport-type (CLIN XX11AV And CLIN XX11AW) – The HS Contractor shall provide an X-ray baggage scanning machine capable of X-raying hand carried luggage and bags to determine its contents. Equipment shall be manned by professionally trained operator to operate the equipment 24 hours a day.

11.16. Under Carriage Vehicle Scanner (CLIN XX12AX) – The HS Contractor shall provide an under carriage vehicle scanner to scan vehicle undercarriages.

12. FORKLIFT WITH OPERATOR (CLIN XX12) - The HS Contractor shall provide forklifts with operators for loading and unloading operations.

13. FUEL (CLIN XX13)

13.1. Normally, fuel is provided by the HN or by other U.S. Navy bunkering contracts. However, if those sources are not available, then the HS Contractor may be required to assist in obtaining the fuel. In that case, the HS Contractor must comply with this paragraph and must ensure the attached specifications are met by the fuel provider.

13.2. If a ship requires the HS Contractor to provide fuel, the Husbanding HS Contractor shall contact the bunkering HS Contractor or HN source. If the HN or bunkering HS Contractor can provide the fuel within the time needed, the HS Contractor shall so inform the ship. However, if the HN or US Government bunkering Contractor cannot deliver

the fuel when required by the ship, the HS Contractor shall so inform the SUPPO or FISC Detachment Singapore and request approval to proceed. Only after this is done, may the HS Contractor arrange for fuel delivery.

13.3. The HS Contractor shall only charge fuel at the daily commercial fuel rate established by the port or local authorities. The HS Contractor shall provide documentation of the daily rate to the SUPPO. The fuel price charged shall be free on board the ship whether at pier side or at anchor. Compensation for all husbanding efforts or costs associated with assisting in the acquisition and delivery of fuel (for instance, dealing with customs authorities) are included in, and otherwise covered by, the daily fixed husbanding services rates set out in the Schedule of Supplies/Services of this contract.

13.4. The HS Contractor shall provide fuel in accordance with Attachment 5 – Fuel Specifications.

13.5. The HS Contractor shall provide a fuel barge or truck to transport fuel to the ship.

13.6. The HS Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

13.7. The HS Contractor shall load the ordered fuel and transport to the ship. The HS Contractor shall transfer the fuel from the fuel barge or truck to the ship. The HS Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

13.8. The HS Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

13.9. In recognition of the fact that fuel is sold by weight (metric tons) and by volume (gallons or litres), the HS Contractor shall ensure all United States ships are provided with a fuel invoice and the appropriate customs certification demonstrating the quantity of fuel provided in metric tons and in gallons or liters.

13.10. Excess Fuel Procedures: If the ship does not offload all of the fuel ordered, the HS Contractor shall store the excess fuel and diligently attempt to sell it as soon as practicable. The HS Contractor shall receive a storage fee for up to three (3) days. The HS Contractor shall receive a fuel disposal fee on a reimbursable basis upon presentation of vendor invoice for disposal services.

14. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX14)

14.1. The HS Contractor shall remove and dispose of “refuse” from the ship and areas surrounding trash bins, as well as any spilled refuse.

14.2. The HS Contractor shall provide dedicated refuse bins to the ship.

14.3. If collection is done by sea, the HS Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship.

14.4. The HS Contractor shall collect all loose refuse placed adjacent to refuse bins.

14.5. The HS Contractor shall immediately clean up any spilled refuse.

14.6. The HS Contractor shall properly dispose of all collected refuse.

15. LINESBOATS (CLIN XX15) - The HS Contractor shall provide Linesboats to assist in docking line handling operations.

16. LINE HANDLERS (CLIN XX16)

16.1. The HS Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier. One "Job" covers both securing and unsecuring the mooring lines.

16.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

17. MANLIFT (WITH OPERATOR) (CLIN XX17)

17.1. The HS Contractor shall provide a manlift with operator and a full fuel tank.

17.2. The HS Contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning.

17.3. The HS Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The HS Contractor shall maintain documentation of ship personnel acknowledgement of the training.

18. MATERIAL HANDLING (CLIN XX18)

18.1. The HS Contractor shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

18.1.1. The HS Contractor shall use counter-to-counter delivery and charge by each Bill of Lading.

18.1.2. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

18.1.3. Shipping documents shall be labeled 'SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HS Contractor.

18.2. The HS Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel.

18.3. The HS Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

18.4. The HS Contractor shall use forklifts and cranes from The Schedule.

18.5. The HS Contractor shall receive the package from the carrier and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

18.6. The HS Contractor shall deliver the package to the shp after arrival in port or the following morning.

18.7. The HS Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative or FISC Detachment Singapore.

18.8. The HS Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship.

18.9. The HS Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

19. MISCELLANEOUS (CLIN XX19)

19.1. INTERPRETER SERVICES (CLIN XX19AA) - The HS Contractor shall provide all interpreter services as ordered by the SUPPO. The interpreter shall be fluent in both spoken and written local language and English.

19.2. PORTABLE LATRINES (CLIN XX19AB)

19.2.1. The HS Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

19.2.2. The HS Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

19.2.3. The HS Contractor shall restock toilet paper, hand soap, and paper towels daily.

19.2.4. The HS Contractor shall clean latrines twice daily.

19.3. LOGISTIC SUPPORT TO GOVERNMENT TEAMS (CLIN XX19AC)

19.3.1. Government teams conduct surveys in a variety of ports in the Western Pacific theater. The Government may require the assistance of the HS Contractor in the ports to be surveyed. The HS Contractor shall provide estimated costs to the AGR and subject to approval by the AGR. The AGR shall provide funding DD Form 1155 or SF1449 to the HS Contractor in support of this survey.

19.3.2. The HS Contractor shall assign an individual to participate in and assist with logistical arrangements for a team that will perform the survey. This team may visit a variety of ports in advance of ships' visits to assess the force protection levels of the port and to perform related functions. The HS Contractor's assistance shall include providing logistical support as requested by the Government, coordinating access and interviews with local officials, local husbanding services, and support HS Contractors, coordinating necessary translation services for the team, and assisting in the development of a final assessment report.

19.3.3. The HS Contractor shall invoice port surveys at the subsequent day husbanding fee for a Class I ship in the port. In addition, the HS Contractor shall be reimbursed for economy class air transportation and daily per diem rate that includes lodging, meals and other related expenses. The per diem rates shall be those set forth in the Joint Travel Regulations (JTR) at http://perdiem.hqda.pentagon.mil/perdiem/ .

19.3.4. Other expenses related to the service(s) and anticipated by the HS Contractor will be invoiced and reimbursed at cost. The HS Contractor shall submit all receipts, invoices or other valid documents to support the incurred expenses. The HS Contractor shall not pay for hotels, meals, rental vehicles, telephone expenses and any other expenses that the Government team members may incur and for which they can be reimbursed under their Government travel orders.

20. OIL BOOMS (CLIN XX20)

20.1. The HS Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water.

20.2. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

20.3. The HS Contractor shall dispose all oil waste caught in the Oil Boom.

21. OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX21)

21.1. The HS Contractor shall remove oily waste and aggregate water from the ship.

21.2. The HS Contractor shall pump oily waste and aggregate water from the ship to HS Contractor provided equipment.

21.3. The HS Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed.

21.4. The HS Contractor shall provide hoses of sufficient length from HS Contractor equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

21.5. When removal is done via barge, the HS Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship.

21.6. The HS Contractor shall properly dispose of all oily waste and aggregate water.

21.7. The HS Contractor shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements.

22. PAINT FLOAT (CLIN XX22)

22.1. The HS Contractor shall provide paint floats to hold personnel painting the ship.

22.2. The paint float deck shall be between two (2) to three (3) meters above the waterline and the scaffolding shall be no higher than 3.5 meters from the deck.

22.3. The ship is responsible to secure the paint float to the ship if rented for more than one day.

23. PILOTS (CLIN XX23) - The HS Contractor shall provide qualified pilots to navigate the ship to and from the berthing locations.

24. POTABLE WATER (CLIN XX24)

24.1. The HS Contractor shall deliver fresh, potable water to the requesting ship in accordance with the current World Health Organization (WHO) Guidelines for drinking-water quality, located at http://www.who.int/water_sanitation_health/dwq/gdwq3rev/en/index.html, to the intake hose of the requesting ship suitable for showering, cooking and cleaning. Water availability shall be in accordance with the delivery schedule specified by the SUPPO. The ship shall test and determine acceptability of the water delivered.

24.2. The Order will be modified at the conclusion of the visit to reflect the actual quantity of potable water that was provided to and accepted by the ship. The modified quantity will be priced at the unit price established in the contract (or, for reserved items, at the unit price established in the order).

25. PRATIQUE (CLIN XX25) - The HS Contractor shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

26. SHORE POWER (CLIN XX26)

26.1. The HS Contractor shall provide shore power to the ship using

26.1.1. Port provided permanent connection system.

26.1.2. Or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels.

26.2 The HS Contractor shall provide all cables and make all power connections between the generator and ship.

26.3. The availability of shore power shall be in accordance with the schedule established by the ship.

27. SHORE STEAM (CLIN XX27) – The HS Contractor shall provide shore steam to the ship.

28. STEVEDORE SERVICES (CLIN XX28) - The HS Contractor shall provide stevedores and supervisors for general labor.

29. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX29)

29.1. The HS Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

29.2. The HS Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

30. TRANSPORTATION VEHICLES (CLIN XX30)

30.1. The HS Contractor shall provide vehicle service with qualified drivers for official government business.

30.2. The HS Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

30.3. The HS Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

30.4. The HS Contractor shall provide drivers who can speak and understand English clearly.

30.5. The HS Contractor shall provide only vehicles with air conditioning.

30.6. The HS Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

30.7. The HS Contractor shall return all items left in rental vehicles to the ship's SUPPO or to FISC Detachment Singapore if the ship has departed.

30.8. The HS Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

30.9. If the unit of issue is by “Day”, then the rental period shall constitutes 12 hours.

31. TUGS (CLIN XX31)

31.1. The HS Contractor shall provide tugs to bring ships to and from berthing locations.

31.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

31.3. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

31.4. If tugs are not available through the port authority, the HS Contractor shall use commercially available tugs.

32. WATER TAXIS (CLIN XX32)

32.1. The HS Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 6 – Water Taxi Specifications.

32.2. The HS Contractor shall return all items left in water taxis to the ship's SUPPO or FISC Detachment Singapore.

32.3. The HS Contractor shall obtain written acknowledgement of water taxi service by the ship's duty officer onboard. Logs shall be used to document arrival and departure times.

33. CRAFT REPORT (CLIN XX33)

33.1. The HS Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit C - CRAFT.

33.2. The report shall be submitted to FISC Detachment Singapore Contracting Officer within seven (7) working days of each ship's departure.

34. OPERATIONS OTHER THAN WAR (OOTW) – DISASTER RELIEF – MANAGEMENT FEE (CLINXX34) and OPERATIONS OTHER THAN WAR (OOTW)/CONTINGENCY EXERCISE LOGISTICS SUPPORT – MANAGEMENT FEE (CLIN XX35). See Paragraph 2 above

36. OOTW COST REPORT (CLIN XX36)

36.1. The HS Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for each OOTW event, showing what services or supplies were ordered from the contract and what was actually provided. The sample report format is provided in Exhibit C – CRAFT.

36.2. The report shall be submitted to FISC Detachment Singapore Contracting Officer within seven (7) working days of each OOTW events' completion.

Section D - Packaging and Marking

SECTION D
Per individual delivery order

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	Destination	Government	Destination	Government
9000	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	POP 16-DEC-2008 TO 30-NOV-2009	N/A	N/A FOB: Destination	
9000	POP 16-DEC-2008 TO 30-NOV-2009	N/A	N/A FOB: Destination	

DELIVERIES OR PERFORMANCE

1.0. Period of Contract: Period of contract for the purpose of issuing task orders shall be as follows:

a. Period of Performance for the following Lots commences on date of award and ending 30 Nov 09:

Lot 1 – Majuro, Marshall Island
Lot 2 – Noumea, New Caledonia
Lot 3 – Madang, Papua New Guinea
Lot 4 – Honiara, Solomon Islands
Lot 5 – Nuku Alofa, Tonga
Lot 6 – Funafuti, Tuvalu
Lot 7 – Port Vila, Vanuatu
Lot 09 – Management Fees for all other ports of Marshall Islands, New Caledonia, Papua New Guinea, Solomon Islands, Tonga, Tuvalu, Vanuatu, Fiji, Nauru, New Zealand, Western Samoa, French Polynesia and Federated States of Micronesia (excluding U.S. Territories)
Lot 10 – Operations Other Than War (OOTW) for all locations in the Pacific Islands

b. Period of Performance for Lot 8 – All ports of Palau commences on 01 Jan 09 and ending 30 Nov 09.

c. Period of Performance for Lot 9 – All ports of Kiribati commences on 20 Dec 08 and ending 30 Nov 09.

2.0. Place of Performance: The husbanding services required under this contract shall be performed at the following countries and ports:

Marshall Islands: Majuro and all other ports in Marshall Islands
New Caledonia: Noumea and all other ports in New Caledonia
Papua New Guinea: Madang and all other ports in Papua New Guinea
Solomon Islands: Honiara and all otherports in Solomon Islands
Tonga: Nuku Alofa and all other ports in Tonga
Tuvalu: Funafuti and all other ports in Tuvalu
Vanuatu: Port Vila and all other ports in Vanuatu
Palau: All ports in Palau
All other ports of Fiji, Kiribati, Nauru, New Zealand, Western Samoa, French Polynesia and Federated States of Micronesia (excluding U.S. Territories).

Operations Other Than War (OOTW) for all locations in Marshall Islands, New Caledonia, Papua New Guinea, Solomon Islands, Tonga, Tuvalu, Vanuatu, Palau, Fiji, Kiribati, Nauru, New Zealand, Western Samoa, French Polynesia and Federated States of Micronesia (excluding U.S. Territories).

ACCOUNTING AND APPROPRIATION DATA

AA: To be cited on each delivery or task order
AMOUNT: $359,570.32
CIN N4034508RCSG00050001: $359,570.32

INVOICES AND PAYMENTS

1. The HS Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the HS Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The HS Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the HS Contractor's best estimate and an adjustment will be made later.

2. The payment will be made by the ship prior to departure from the port. If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Officer, U.S. Navy Region Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury check. The HS Contractor must accept the U.S. Government commercial purchase card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPC is the Mastercard. If a ship uses a U.S. Government credit card, the ship shall reimburse the HS Contractor any surcharge imposed by the financial institution processing the credit card transaction. The Government will not reimburse a credit card surcharge for an amount greater than 3 percent of the invoice amount. Upon award of contract, the HS Contractor shall provide evidence furnished by the Financial Institution of the credit card surcharge.

3. Copies of all invoices presented to the ship shall be provided to FISC Det Singapore Contracting Officer within seven (7) working days from the departure of the visiting vessel.

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses http://www.acq.osd.mil/dp/dars/
http://www.arnet.gov/
http://farsite.hill.af.mil/

DFARS Clauses http://www.acq.osd.mil/dpap/dars/dfaras/index.htm

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-36	Payment by Third Party	MAY 1999

ADDITIONAL CONTRACT TERMS AND CONDITIONS.

(a) Oral Orders (Indefinite Delivery Contracts) (SUP 5252.216-9402) (JAN 1999). Oral orders may be placed, provided the following conditions are complied with:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.

(3) Invoices for supplies or services furnished in response to total orders will be accompanied with a received copy of each related delivery ticket.

(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

(b) Written Orders (Indefinite-Delivery Contracts) (SUP 5252.216-9403) (JAN 1992). Written orders on Standard Form 1449/DD Form 1155 will contain the following information, consistent with the terms of the contract:

(1) Date of order;
(2) Contract number and order number;
(3) Item number and description, quantity, and unit price;
(4) Delivery or performance date;
(5) Place of delivery or performance (including consignee);
(6) Packaging, packing, and shipping instructions, if any;
(7) Accounting and appropriation data;
(8) Any other pertinent information.

(c) Ordering (FAR 52.216-18) (OCT 1995)

(1) Any supplies and services to be furnished under this contract shall be ordered by issuance of task/delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award to final day of the contract.

(2) All task/delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a task/delivery order or task order and this contract, the contract shall control.

(3) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the schedule.

(d) Order Limitations (FAR 52.216-19) (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than US $5,000.00, the Government is not obligated to order, nor is the Contractor obligated to furnish, those supplies or services under this contract.

(b) *Maximum order*. The Contractor is not obligated to honor --

(1) Any order for services in support of more than three (3) vessels in a single port at the same time or any order to husband in excess of eight (8) ships at the same time in the geographic area covered by this contract. The three (3) vessel mix shall be defined as one (1) Class IV or below and two (2) Class III or below in a single port.

(2) Any order for a single item in excess of the maximum quantity for that item which is identified in the pricing schedule, Exhibit A, of this contract.

(3) Any order for a combination of items in excess of the total maximum quantity for the applicable performance period of this contract; or

(4) A series of orders from the Government within 120 days that together call for quantities exceeding the maximum quantities identified in the pricing schedule by more than two hundred percent (200%).

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum ordering limitations in paragraph (b), unless that order (orders) is returned to the ordering office within one (1) day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(e) Inconsistency Between English Version & Translation Of Contract (FAR 52.225-14) (FEB 2000). In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(f) Authorized Changes Only By The Contracting Officer (SUP 5252.243-9400) (JAN 1992)

(1) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(2) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(3) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and FAX telephone number of the Procuring Contracting Officer (PCO) are:

Commercial Address: FISC Detachment Singapore
PSA Sembawang Terminal
Deptford Road, Building 7-4, Unit 2-9
Singapore 759657

Military Address: PSC 470, Box 2150
FPO AP 96534-2150

FAX Numbers: (65)-6-750-2639 or 2382

(g) Provision for Wood Products SA 03-05 NAVSUP CLAIMANCY POLICY - Pinewood Nematode (microscopic roundworm) Free Non-Manufactured Wood Pacing (NMWP) Material (SWPM) (Nov 2002) NAVSUP

(1) Definition. 'Pinewood nematode' as used in this provision, means a microscopic roundworm that has infested coniferous (softwood) trees.

(2) All non-manufactured wood lumber, pallets boxes, crates, containers, reels blocking and bracing, dunnage, drums, etc. for all shipments are required to be certified pest- (pinewood nematode) free. All wood pallets, boxes, crates, containers, reels, blocking and bracing, dunnage, drums, etc. ordered/delivered from vendors/suppliers shall be heat-treated and marked to the American Lumber Standards Committee (ALSC),

NMWP policy and enforcement standards. The approved method for ensuring NMWP material is pinewood nematode free is as follows:

(i) Heat-treated to a minimum core temperature of 56°C(133°F) for at least 30-minutes in a closed chamber that has been tested evaluated, and approved officially for this purpose. In addition, the susceptible wood shall display an officially approved heat-treated marking enabling the identification of where and by whom the above treatment has been carried out.

(3) All bulk lumber procured for the fabrication of pallets, boxes, crates, containers, reels, skids, blocking and bracing, dunnage, drums, etc., shall be certified and marked as a part of the fabrication process, to the ALSC NMWP policy and enforcement standards. Vendors/Suppliers using ALSC-certified lumber to make or repair wooden boxes, crates, skids, containers, pallets, reels, drums, etc., must have formal processing procedures and documentation to ensure that only certified lumber leaves their fabrication point.

(4) This provision is self-deleting if the material or supplies are not shipped in NMWP material.

(h) Agency Protests

(1) Prior to submission of an agency protest, all parties should use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions.

(2) FISC Detachment Singapore will process agency protests in accordance with the substantive and procedural requirements of FAR 33.104(d).

(3) Pursuant to FAR 33.103(d)(4), an agency protest may be filed directly with either the Contracting Officer or the Chief of the Contracting Office. A protestor who initially files an agency protest with the Contracting Officer may appeal an adverse decision to the Chief of the Contracting Office. Agency protest submissions should clearly identify the initial adjudicating official, i.e., the “Contracting Officer” or “Chief of the Contracting Office”.

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Removed].

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___(iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

__ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

___ (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).

___ (16) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

_X__ (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

___ (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of theVietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

_X__(24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

___ (ii) Alternate I (AUG 2007) of 52.222-50.

___ (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (26) FAR 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) .

___ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (28) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (29)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (31) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (35) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (7) 52.237-11, Accepting and Dispensing of $1 Coin (AUG 2007)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If

this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 days following the conclusion of the contract term in which the order is issued.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days before the contract expires.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2008)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

_X__ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(3) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).

(4) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) ___ 252.225-7012, Preference for Certain Domestic Commodities (MAR 2008) (10 U.S.C. 2533a).

(6) ___ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) ___ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (OCT 2006) of 252.225-7036.

(13) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(14) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(15) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(16) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(17) ___ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports(MAR 2008) (10 U.S.C. 2227).

(18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(19) _X__ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(20)(i) ___ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) ___ Alternate III (MAY 2002) of 252.247-7023.

(21) ___ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all—

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting officer.

(End of clause)

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(End of clause)

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUNE 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

(End of clause)

252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless—

(1) Approved in writing by the Contracting Officer;

(2) Made in accordance with the laws and regulations of the United States of America; and

(3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract of any plans, specifications, or other similar documents relating to work under this contract, if marked “Top Secret,” “Secret,” or “Confidential” be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall—

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

EXHIBITS AND ATTACHMENTS
Applicable documents, exhibits, and attachments for this contract are:

EXHIBIT NO.	DOCUMENT
A.	Schedule of Supplies and Services
B.	Port Tariff
C.	CRAFT Report
D.	OOTW Sample
E.	Historical Craft Data of Ship Visists

ATTACHMENT NO.	
1.	Classification of Ships
2.	Floating Line of Demarcation (FLD) Specifications
3.	Picket Boat Operations & Specifications
4.	Security Guard Operations
5.	Fuel Specifications
6.	Water Taxi Specifications
7.	Request for Sanitary Inspection
8.	Quality Assurance Provisions (including Appendices A & B)
9.	Quality Assurance Surveillance Plan (QASP)

EXHIBIT A, SECTION B2 – SCHEDULE OF SUPPLIES AND SERVICES
Separate Excel spreadsheet is attached. Complete all unit prices in U.S. Dollars under each lot and grand total. A completed Excel soft copy shall be forwarded to the Contracting Officer as part of the offer to enable the Contracting Officer to verify the formula when evaluating prices.

EXHIBIT B – PORT TARIFF ITEMS
The Excel spreadsheet provides estimates of port tariff rates only.

EXHIBIT C – CRAFT REPORT
The CRAFT report must be submitted within seven (7) days upon completion of a ship visit. Copies of certified invoices shall be forwarded to the Contracting Officer.

EXHIBIT D – OPERATIONS OTHER THAN WAR (OOTW) SAMPLE PROVISIONS
The listing under this Excel spreadsheet is a sample for information purposes only. No Pricing is required.

EXHIBIT E – HISTORICAL CRAFT DATA OF SHIP VISITS
The listing derived from historical data extracted from CRAFT data for 2007.

ATTACHMENT 1
SHIP CLASSIFICATIONS (DESCRIPTION OF U.S. NAVY SHIPS BY CLASS AND TYPE)

The following are Ship Classifications:

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	7
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360
Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854

Class IV

LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082
T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276
T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

Displacement is expressed in tons and represents fully loaded displacement.

The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

GLOSSARY OF TERMS AND ABBREVIATIONS

AGOS	RESEARCH SHIP
AGSS	RESEARCH SUBMARINE
AOE	FAST COMBAT SUPPORT SHIP
ARS	SALVAGE SHIP
AS	SUBMARINE TENDER
CG	GUIDED MISSLE CRUISER
CV	MULTIPURPOSE AIRCRAFT CARRIER (CONVENTIONALLY PROPULSION)
CVN	MULTIPURPOSE AIRCRAFT CARRIER (NUCLEAR PROPULSION)
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
FFG	GUIDED MISSLE FRIGATE
HSV	HIGH SPEED VESSEL
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCS	LITTORAL COMBAT SHIP
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LHD	AMPHIBIOUS ASSAULT SHIP (MULTI- PURPOSE)
LPD	AMPHIBIOUS TRANSPORT DOCK
LSD	AMPHIBIOUS CARGO SHIP
LSV	LOGISTIC SUPPORT VESSEL (ARMY)
HSIC	MARK V SPECIAL OPERATIONS CRAFT (1 PAIR)
MCM	MINE COUNTERMEASURE SHIP
MCS	MINE COUNTERMEASURE SUPPORT SHIP
MHC	MINE HUNTERS COASTAL
MSC	MILITARY SEALIFT COMMAND
PC	PATROL COASTAL SHIP
SSBN	BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSGN	CRUISE MISSILE SUBMARINE (NUCLEAR PROPULSION)

SSN	ATTACK SUBMARINE (NUCLEAR PROPULSION)
T-AE	AMMUNITION SHIP (MSC)
T-AFS	COMBAT STORE SHIP (MSC)
T-AGOS	OCEAN SURVEILLANCE/PATROL SHIP (MSC)
T-AGS	SURVEYING/ OCEANOGRAPHIC SHIP (MSC)
T-AH	HOSPITAL SHIP (MSC)
T- AKE	DRY CARGO/AMMUNITION SHIP (MSC)
T-AKR	STRATEGIC SEALIFT SHIP (MSC)
T-AO	OILER (MSC)
T-AOT	TANKER (MSC)
T-ATF	FLEET OCEAN TUG (MSC)
WAGB	POLAR CLASS ICEBREAKERS
WHEC	HIGH ENDURANCE CUTTER
WMEC	MEDIUM ENDURANCE CUTTER

ATTACHMENT 2
FLOATING LINE OF DEMARCATION SPECIFICATIONS (CLIN XX11XX)

The following are Floating Line of Demarcation (FLD) Specifications used for this contract:

1. The Contractor shall provide a FLD to identify a restricted area in the water of approximately 330 feet (100 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. The FLD is to help identify a safe standoff zone.

2. The size of the FLD will depend on the class of ship. Pier side, the FLD should be positioned 330 feet (100 meters) fore and aft of the ship and 330 feet (100 meters) out into the water from the ship. If sufficient space is not available then the FLD will be positioned as far as possible from the ship. At anchorage, the FLD will be positioned 330 feet (100 meters) outside the swing radius of the ship.

3. There are two types of FLDs that are currently authorized.

3.1. Continuous Line FLD – If allowed by the Port, the Contractor shall provide a Continuous Line FLD per the specifications listed below.

3.1.1. The FLD must fully enclose ships at dockside or at anchorage. The FLD will have an Entry Control Point (ECP) where the FLD may be opened up when authorized watercraft require access to the ship. The Contractor will provide a boat and crew to open up and close the FLD at the ECP.

3.1.2. Specifications:

3.1.2.1. Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable ECP for access.Floatation devices positioned every meter on the line.

3.1.2.2. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing strobe lights (standing at least one meter high above the water) and positioned every 75 meters along the line.

3.1.2.3. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the FLD. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD intact at all times regardless of sea conditions. Failure of the system to remain in place may result in deductions to the invoice.

3.2. Buoy System FLD - This is an acceptable alternative to the Continous Line FLD requirement. Some Ports may require the buoys to be temporarily moved and replaced if a commercial ship requires the water space.

3.2.1. The Contractor shall provide a Buoy System FLD per the specifications provided below.

3.2.2. The Contractor shall provide a Buoy System FLD to identify a restricted area around ships. The purpose of the Bouy System FLD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 100 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible on both ship and shore based radar. The Picket Boats will patrol outside of this visual reference. The Buoy System FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) workboats to tend to the Buoy System FLD at all times.

3.2.3. Provide the system with weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

ATTACHMENT 3
PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

1. The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

2. The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

3. Ships at anchorage will normally require two Picket Boats.

4. The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate CLIN in the contract.

5. The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

6. The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

7. The Picket Boat will meet the following requirements:

7.1. Licensed for commercial operations by local country Department of Transportation.

7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

7.4. If a deckhand crewmember is required, only qualified personnel are used.

7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

7.11.4. Portable Spotlight

ATTACHMENT 4
SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

    1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

    1.2. Security guards may be provided through private security firms or through local police officials.

    1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

    1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

    1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pierside:

    2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

    2.2. All pierside guard services will be performed within the parameters of local Laws and Regulations.

    2.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

    2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

    2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

    2.6. The following equipment will be required as a minimum for each guard:

2.6.1. Uniform as provided by contractor or authorities;

2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. ROEs Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats:

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the

ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2 If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3 The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4 As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

ATTACHMENT 5
FUEL SPECIFICATIONS

The following are the Fuel Specifications for this contract:

SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	**Requirement**	**Text Method**
Appearance, @ 25ºC or ambient temperature whichever higher	Clear, bright and free of vi particulates	D 4176 1/
Demulsification, @ 25ºC, minutes (max)	10	D 1401 2/
Density, @ 15ºC, kg/m^3 (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, ºC 50% point, ºC 90% point, ºC, (max) end point, ºC, (max) Residue º Loss, % vol., (max)	 Record Record 357ºC 385ºC 3.0	D 86 3/
Cloud Point, ºC, (max)	-1ºC	D 2500
Color, (max)	3	D1500
Flash Point, ºC, (min)	60ºC	D 93 4/
Particulate Contamination, mg/liter, (max)	10	D 5432 5/
Pour Point, ºC, (max)	-6ºC	D 97
Viscosity, @ 40ºCm mm^2/second	- 1.7 - 4.3	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100m (max)	1.5	D5304 (R), D 2274 6/
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664
Aniline Point, ºC, (min)	60ºC	D 611
Ash, % wt., (max)	0.005	D 482
Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 7/
Corrosion, @ 100ºC, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min) Cetane Index, (min)	42	D 613 (R), D 976 8/
Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 2
Trace Metals, ppm, (max) Calcium Lead Sodium plus Potassium Vanadium	 1.0 0.5 1.0 0.5	D 3605 9/
Additive Names and Dosages	Record	

1. If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709, 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains visible sediment or particulate matter, but meets the requirement of 10 mg/1 (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.

2. The demulsification text shall be conducted in accordance with the following exceptions:

   (a) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.

   (b) The test temperature shall be 25ºC.

   (c) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute.

3. As the end point of the distillation is approached, if either a thermometer reading of 385ºC or a decomposition point is observed, discontinue the heating and resume the procedure as directed in ASTM D 86.

4. The flash point value is the absolute and no value less than 60ºC is permissible.

5. A one-liter minimum sample shall be used.

6. ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours to 40 hours.

7. When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fuel, without the cetane improver.

8. Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified in Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.

9. Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of the inspection authority.

Minimum Requirements for Purchases of Commercial Distillate Fuels ((Navy) Marine Gas Oil) for Bunkers

The following minimum requirements have been established for use when buying fuel (gas oil - 100% distillate) from commercial sources when F76 is not available. Marine Gas Oil is not acceptable as cargo fuel on Navy Oilers.

TEST	**METHOD**	**REQUIREMENTS**
1. Cetane Number	ASTM D 613	45 min
or		
Cetane Index	ASTM D 976	45 min

Note: A cetane index of 41 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exc maximum of 338ºC. A cetane number of 40 or above, but less than 45, is acceptable provided the 90% Distillation P does not exceed a maximum of 338°C.

2. Appearance @ 21ºC or ambient temperature (whichever higher)	Visual	Clear & Bright
or		
Water and Sediment	ASTM D 2709	0.05% max
3. Distillation. 90% Point	ASTM D 86	375ºC max
4. Flash Point	ASTM D 93	60ºC min
5. Pour Point	ASTM D 97	Report
6. Cloud Point	ASTM D 2500	-1.1ºC (30 °F)
7. Viscosity @ 40ºC	ASTM D 455	1.7 - 4.5 CST
8. Color	ASTM D 1500	3 max
9. Gravity	ASTM D 1298, D 287	Record
10. Carbon Residue	ASTM D 524	0.35% max
11. Ash	ASTM D 482	0.01% max
12. Sulfur	ASTM D 129, D 1552 D2622	1.00% max
13. Copper Corrosion	ASTM D 130	3 max

C16.23-2 COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC JAN 1998)

Offered product shall conform to the following requirements which are suitable for Marine Gas Turbine.

	TEST	METHOD	REQUIREMENTS
1.	Cetane Number	ASTM D 613	42 min
	or		
	Cetane Index	ASTM D 976	43 min
	NOTE: A Cetane Number of 40 minimum, or a Cetane Index of 41 minimum, is acceptable provided the 90 Percent Distillation Point does not exceed a maximum of 338^{O}C.		
2.	Appearance @ 21^{O}C or ambient temp. (whichever higher)	Visual	Clear & Bright
	or		
	Water & Sediment	ASTM D 2709	0.05 vol % max.
3.	Distillation, 90% point	ASTM D 86	357^{O}C max.
4.	Flash Point	ASTM D 93	60^{O}C min
	NOTE: The flash point value is absolute and no value less than 60^{O}C is permissible.		
5.	Cloud Point	ASTM D 2500	-1.1^{O}C (30^{O}F) max.
	NOTE: Cloud Point results will be evaluated based upon bunkering location.		

6.	Viscosity @ 40^{O}C	ASTM D 445	1.7 - 4.5 cst
7.	Color NOTE FOR DOMESTIC ITEMS: This Color test requirement is deleted if red dye has been added in compliance with U.S. Environmental Protection Agency or Internal Revenue Service regulations; however, the resulting fuel/dye blend must have a red tint. It shall not be visually brown or darker in appearance.	ASTM D 1500	3 max.
8.	Density @ 15^{O}C	ASTM D 1298	876 kg/m^3 max.
9.	Carbon Residue on 10% bottoms	ASTM D 524 ASTM D 189	0.35 mass % max.
10.	Ash	ASTM D 482	0.01 mass % max.
11.	Sulfur	ASTM D 4294, ASTM D 1552, or ASTM D 2622	1.0 mass % max.
12.	Corrosion	ASTM D 130	3 max.
13.	Distillate Fuel (fuel shall contain no residual)	None	100%

C36 FUEL OIL, INTERMEDIATE, GRADES RMB-10 (IFO 60)/RME-25 (IFO 180)/RMG-35 (IFO 380) (DESC MAY 1997)

Product shall conform to ISO 8217:1996 or ASTM D 2069-91. Product conforming to ASTM D 2069-91 shall meet the following additional requirements:

REQUIREMENTS	**GRADE RMB-10 (IFO 60)**	**GRADE RME-25 (IFO-180)**	**GRADE RMG-35 (IFO 380)**	**GRADE TEST METHOD**
Density @15^{o}C, kg/m^3, max	981.0	991.0	991.0	ISO 3675/12185
Aluminum plus silicon, mg/kg, max	80	80	80	ISO 10478
Total Sediment, potential, %(m/m), max	0.10	0.10	0.10	ISO 10307-2

ATTACHMENT 6
WATER TAXI SPECIFICATIONS

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxi specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated FISC Det Singapore Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor, the FISC Det Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including COMPACFLT.

5. COMSEVENTHFLT Specifications:

5.1. Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of (Pacific Islands). Notwithstanding compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

5.1.1. Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

5.1.2. Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

5.1.3. The following information shall be conspicuously posted in both English and (the appropriate foreign language):

5.1.3.1. Current Operator's/Captain's license and boat names.

5.1.3.2. Passenger/weight capacity limit notice.

5.1.3.3. Location of life jackets and other life saving equipment.

5.1.3.4. Location of all exits indicated in large letters.

5.1.3.5. Emergency procedures

5.1.4. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

5.1.5. Operation of the boat shall be in a safe and seaworthy manner.

5.1.6. The consumption of alcoholic beverages shall not be permitted aboard the boat.

5.2. Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by (Pacific Islands) for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

5.3. Security: During the term of this contract the ship(s) to be serviced (insert ship name if purchase order) agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

5.4. Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

5.5. Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

5.5.1. Hull

5.5.1.1. Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures.

5.5.1.2. Superstructure, including masts and stacks.

5.5.1.3. Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.

5.5.1.4. Provisions for drainage of sea water from exposed decks over the side and not into the bilges.

5.5.1.5. Access/egress points- adequacy of number and location.

5.5.2. Machinery

5.5.2.1. 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.

5.5.2.2. Main propulsion and auxiliary machinery essential to operation of boat.

5.5.2.3. Sea and bulkhead closure valves.

5.5.2.4. Bilge auction strainers and dewatering systems-bilge pump to be tested by operation

5.5.2.5. Bilges free of flammable liquids

5.5.3. Electrical

5.5.3.1. Cables.

5.5.3.2. Navigation, deck, and emergency lights.

5.5.3.3. Rotating electrical machinery; e.g., generators and motors --Storage batteries

5.5.4. Lifesaving equipment

5.5.4.1. Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.

5.5.4.2. Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.

5.5.4.3. First aid kits, life rings and distress lights.

5.5.4.4. Distress signaling devices

5.5.5. Fire fighting equipment

5.5.5.1. Fire pump - test by subjecting fire hose(s) to fire pump pressure.

5.5.5.2. Portable fire extinguishers.

5.5.5.3. Fixed systems, e.g., C02 cylinders.

5.5.6. Steering apparatus

5.5.7. Miscellaneous systems and equipment

5.5.7.1. Harbor charts.

5.5.7.2. Ground tackle and mooring lines.

5.5.7.3. Whistle/fog horn, bell.

5.5.7.4. Lighted compass.

5.5.7.5. Radar.

5.5.7.6. 2-way radio capable of Bridge-to-Bridge communications.

5.5.7.7. Current license.

5.5.7.8. Operator qualifications.

5.6. Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement-is that contained in paragraph 4.7 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

5.7. Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

5.7.1. Safety of operations. Insure the following are present and in working condition:

5.7.1.1. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.

5.7.1.2. Fire extinguishers sufficient for the size of the vessel operated.

5.7.1.3. Radio (with battery backup) capable of Bridge-to-Bridge communications.

5.7.1.4. Anchor/chain sufficiency for the size of the vessel operated.

5.7.1.5. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

5.7.2. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:

5.7.2.1. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

5.7.2.2. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.

5.7.2.3. Ensure no bare or exposed electrical wires or connections are located in the passenger area.

5.7.2.4. Validate that sufficient unobstructed exits are present and marked in English.

5.7.2.5. Verify that no missile hazards, gear adrift, or trip hazards exist.

5.7.3. The following shall be conspicuously displayed, in English:

5.7.3.1. Passenger/weight capacity.

5.7.3.2. Location and number of life jackets.

5.7.3.3. Location of life saving equipment.

5.7.3.4. Locations of exits (if not obvious).

5.8. Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

5.9. If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

ATTACHMENT 7
REQUEST FOR SANITARY INSPECTION

SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
FISC DETACHMENT SINGAPORE
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD, BLDG 7-2
SINGAPORE 759657

Dear Sir:

We are interested in supplying (e.g. specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

LIST AND INFORMATION TO REQUEST FOR INITIAL INSPECTION

List of products for which approval is requested.
Establishment letterhead - four places.
Name of establishment owner.
Site area size - acres, square feet or square meters.
General description of the area surrounding the plant site.
Building description, i.e. material used in construction, age of building(s), size (in square feet or meters), and number of stories.
Drawing of floor plan of building(s) to include major production areas (for slaughterhoused and dairies only).

List of major processing equipment.
Sources of raw materials.
Output of finished product - average kilograms or tons per day, per week or per month.
Special codes printed on product packages which identify the establishment, the product, and the date of production or packaging.
Number of employees.
Are employees receiving pre-employment or periodic medical examinations? What is the frequency of the periodic examinations?
Program for employee instruction personal hygiene, food, handling techniques, and food hygiene and safety.
Cleaning and sanitizing methods, including chemical used.
Detailed written cleaning and sanitizing program.
Official water quality certification from the local government, including total aerobic bacteria plate count, coliform count, and chemistry.
Name of water source.
Waste disposal program.
Pest control program.
Name of inspection agencies which inspect the plant (government and civilian) and frequency of inspections. Are inspection reports available for review?
Flow chart for the manufacture of each major category of products listed in No.1 above from raw materials to finished products health control points.
What laboratory examinations are performed on products and plants environment? Are the results available for review?
Total number of company vehicles?
Key personnel and point of contact for inspectors.
Direction to plant.

ATTACHMENT 8
QUALITY ASSURANCE PROVISIONS
September 2006

SECTION I. GENERAL REQUIREMENTS

1. **SANITARILY APPROVED SOURCES:** All subsistence items shall be from approved sources as authorized, or exempted in NAVSUPINST 4335.4F/AR 40-657/AFR 161-32/MCO P10110.31G. Name and address of processing facility shall identify any subcontracting entities utilized other than the primary contractors. FISC DET Singapore has available approved source listings of authorized subsistence incorporated into VETCOM Circular 40-1, Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Hawaii and Pacific) and other regions maintained and published by HQ, US Army Veterinary Command, Fort Sam Houston, Texas (http://vets.amedd.army.mil/vetsvcs/approved.nsf). The U.S. Army Veterinary Representative, prior to commencing a contract/Blanket Purchase Agreement (BPA), shall inspect all required potential sources identified. Failing to pass inspection shall be grounds for not issuing a BPA and grounds for cancellation if the facility fails inspection after a BPA has commenced. This applies to all contractors and subcontractors. Documents cited here shall be provided to the contractor upon written request.

2. **DELIVERY VEHICLES:** The supplies delivered under this contract/BPA shall be transported in a sanitary enclosed/covered or open flatbed vehicle. Semiperishable items delivered in open flatbed vehicle shall be covered with a tarp to protect products from rain or foreign objects. Vehicles shall be equipped to maintain the appropriate temperature for the subsistence being delivered. Vehicles shall be maintained in a sanitary condition to prevent contamination of the food and shall be subject to inspection by the government at all reasonable times. Supplies submitted for acceptance in vehicles, which are not sanitary, may be rejected without further inspection. Concurrent transportation of bulk contained pesticides, rodenticides, petroleum products, inedible products, household chemicals, or other caustic or volatile compounds are undesirable but occasionally necessary. When a carrier jointly transports subsistence and cleaning agents or hazardous products, the cleaning agents or hazardous products shall be segregated from the subsistence to the greatest extent. Segregated to the greatest extent means that all cleaning agents or hazardous products shall be unitized, loaded completely lower and horizontally from the subsistence to the maximum distance allowed by the physical configuration of the carrier. Shrink-wrap shall be used to secure items to pallets and provide stabilization.

3. **CODE DATING:** Master-shipping boxes shall be stamped or embossed with code dates, except Fresh Fruits and Vegetables, (FF&V). Coding must represent the date of slaughter, production, pasteurization, manufacture, or expiration/pull date. Open code shall have the date, month and year or Julian date, (last number of the year with the number of days). Closed code, such as letters and numbers, shall have an accompanying letter from the manufacturer explaining the code and shelf life.

4. **PACKAGING:** Standard commercial packaging is acceptable as long as it meets the requirements set forth in this agreement, product is protected from contamination, and quality is preserved. Products shall be packaged in non-returnable commercial containers that do not exceed 55 pounds or 25 kilograms per container. The use of a plastic shrink-wrap to secure items to the pallet shall be minimized.

5. **SHELF LIFE REQUIREMENTS:** Unless otherwise specified in this agreement, products shall be delivered with not less than one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining. If the supplies delivered DO not have the minimum number of days of shelf life remaining as set forth in this agreement, the government shall have the right to reject and/or require replacement.

6. **TEMPERATURE REQUIREMENTS:** Unless otherwise specified in this agreement, all perishable products shall be delivered between 32°F-41°F (0°C-5°C) for chilled and 0°F (-18°C) or below for frozen. Temperatures shall be checked

between the primary container and the outer container to reduce product damage. If a discrepancy is suspected, internal temperature shall be checked prior to rejection or acceptance of the products.

7. **REJECTED ITEM:** Any item recommended for rejection by the U.S. Army Veterinary Representative or receiving activity shall be annotated on the invoice or delivery receipt. The Contracting Officer Representative shall negotiate on price adjustment for quality or short shelf life defect as requested by receiving activity based on the U.S. Army Veterinary Representative inspection results. Replacements shall be coordinated with the Contracting Officer Representative as requested by the receiving activity.

8. **FOREIGN ORIGIN PRODUCTS:** Foreign establishments DO not have to be Directory listed if the prepackaged finished items they produce are imported by distributors or brokers into the continental United States, Hawaii or Alaska for sale to U.S. Armed Forces. This exemption Does not apply to establishments importing food directly into the U.S. territories of American Samoa, Guam, or the Mariana Islands without entering the continental United States, Hawaii or Alaska.

9. **CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD:** See Appendix B below.

SECTION II. QUALITY ASSURANCE PROVISIONS BY ITEM

1. **DAIRY PRODUCTS:**

a. Milk products shall be from approved sources and meet the raw, pasteurized, bacteriological and chemical requirements of the United States Public Health Service (USPHS) Publication 229 (Grade A Pasteurized Milk Ordinance). Frozen deserts and novelties shall be from approved sources in accordance with applicable military or local specifications or in the absence of applicable specifications, good manufacturing practice. Bacteriological and chemical testing may be accomplished at origin or destination. The U.S. Army Veterinary Representative shall submit non-conforming results to the Contracting Officer and provide a copy furnished to the contractor with a letter of explanation. The letter shall inform the contractor that unreliable quality controls may result in suspending further deliveries in accordance with NAVSUPINST 4355.6A/AR 40-70. NAVSUPINST 4355.6/AR 40-70 sets forth the microbiological testing program and suspension procedures for dairy products.

b. Temperature on delivery: Fresh dairy products shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C). Frozen products shall be delivered at 0^{o}F (-18^{o}C) or below.

c. Cheese Related Products:

(1) Soft cheeses such, as mozzarella, natural provolone, cream cheese, and etc., shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C).

(2) Hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, etc., shall be delivered between 32^{o}F and 50^{o}F (0^{o}C and 10^{o}C).

2. **FRESH FRUITS AND VEGETABLES (FF&V): See Appendix A.**

a. All FF&V shall be freshest product available. FF&V shall have eye appeal and shall be a minimum of 90% free from quality defects and 100% free of decay or loss. The Contracting Officer Representative shall negotiate a downward price adjustment for quality defects based on the U.S. Army Veterinary Representative inspection results and confirmed by receiving activity.

b. FF&V shall be delivered in an enclosed vehicle, equipped to maintain the temperature required for the type of FF&V. Mixed loads of FF&V shall be between 35^{o}F and 55 °F (2^{o}C and 12^{o}C).

c. FF&V such as bananas that are sensitive to ethylene oxide shall not be palletized and wrapped with items that are ethylene oxide producers such as apples. Plastic wrapped around the product inside the boxes shall be removed to allow air circulation.

d. Fresh mushrooms shall not be packaged airtight. Packages that are wrapped in plastic shall have air hole cut into plastic 1/8 inch in diameter or larger.

e. FF&V such as bananas, potatoes and onions that are sensitive to chill damage shall be delivered without refrigeration or not less than 56 °F (14°C). FF&V delivered in an open flatbed vehicle shall be protected with a tarp.

f. For repacked FF&V, the recycled boxes shall be clean and odorless; weigh not more than 45 pounds, (20 kilograms); labeled with the name and weight of the item on two adjacent sides of the box and legibly handwritten or printed.

3. **FROZEN MEAT AND POULTRY**

a. Unless otherwise requested, all frozen meat and poultry products must be USDA inspected or USDA certified. They must be listed in one of the following publications: "Meat and Poultry Inspection Directory", or "Directory of Sanitarily Approved Food Establishment for U.S. Armed Forces Procurement. ".

b. Temperature at delivery shall be 0°F (-18°C) or below. If the product is frozen to the point that a bimetallic thermometer cannot be pushed into the product and there does not appear to be significant surface thawing or crystallization the product shall be considered acceptable. These factors shall be considered due to the lack of proper equipment for drilling frozen item.

c. Age at delivery in the frozen state:

(1) Beef shall be delivered no more than 12 months after the date of pack.

(2) Poultry shall be delivered no more than 12 months after the date of pack.

(3) Pork shall be delivered no more than 12 months after the date of pack.

(4) Lamb and veal be delivered no more than 12 months after the date of pack.

NOTE: If the manufacture, slaughter or expiration date is stamped, not embossed on the box, the Health Certificate from origin shall be available for verification by the inspecting U.S. Army Veterinary Representative.

4. **FROZEN WATERFOODS:**

a. Temperature at delivery 0°F (-18°C) or below and shall be checked using the guidance reference previously in paragraph II.3.a.

b. Age at delivery in the frozen state:

(1) Seasonal packed items shall be delivered no more than 12 months after the date of pack.

(2) Oysters shall be delivered within 6 months of shucking/freezing.

(3) Shrimp shall be delivered within 180 days, of packaging/freezing.

c. General Guidance: All items shall be delivered in excellent condition, practically free of parasites, and show no evidence of mishandling.

5. **SHELL EGGS:**

a. Shell eggs shall be cleaned and free of damage (broken, cracked, leaker, etc.,). The U.S. Army Veterinary Representative shall recommend rejection of eggs with excessive dirt or feces.

NOTE: A small quantity of dirt is allowed on eggs delivered from plants that are only approved for unwashed eggs, small defined as having relatively little size or slight dimension.

b. Fresh shell eggs delivered directly from the farms within 48 hours of production may be delivered in unrefrigerated vehicles that are covered. The vehicles must meet all the requirements listed in Section I, par. 2. Boxes shall be marked with the date of production with the vendor's name and address.

c. Chilled fresh shell eggs that are procured from food distributors shall be delivered in refrigerated vehicles and shall be delivered within 15 days from the date of packaging. Internal temperature of eggs at delivery must be 41°F (5°C) or below.

6. **BAKERY PRODUCTS:**

a. Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined.

b. Bakery products shall be delivered within 48 hours from the date of production. Frozen bakery products shall be delivered within 6 months from the date of production, (SL 12 months), and in a refrigerated truck with a temperature of 0°F (-18°C).

SECTION III. SPECIFIED ANCHORAGE DELIVERIES

1. Due to the special circumstances associated with anchorage deliveries, the following exceptions are authorized, but shall not relieve the contractor or the BPA holder of any other requirements in the Quality Assurance Provisions unless specifically listed below:

a. Dairy products may be delivered in non-refrigerated containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. When a refrigerated unit is not used, the dairy products shall be packed in special containers that hold multiple units of product (bi-wall/tri-wall boxes), with dry ice based on the product weight to maintain internal temperature of 41°F (5°C). The special container shall be packed to allow air circulation within. Dairy products shall be given the highest priority for loading/off-loading upon receipt.

b. FF&V may be delivered in unrefrigerated containers in the most expeditious manner to ensure the least amount of exposure to high temperatures.

c. Miscellaneous frozen products may be delivered in non-freezer containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. Frozen items shall be packed with dry ice based on the product weight to maintain frozen state. The special container shall be packed to allow air circulation within. Although slight temperature deviations may occur, proper packaging and sufficient quantities of dry ice shall preclude excessive temperature deviations and thawing. Any item showing sign of thawing shall be rejected.

2. Although special considerations are authorized in anchorage deliveries, no exceptions have been authorized or shall be accepted for reduced sanitary standards, including the sanitation of the vehicles, boats, and shipping containers. The reuse of containers to transport products with dry ice is authorized as long as the container is sanitary and serviceable.

3. No deviations to these Quality Assurance Provisions are authorized without prior written approval from the Contracting Officer and U.S. Army Veterinary Representative. Deviations shall be granted prior to quotes being accepted and only for the particular delivery in question.

APPENDIX A, PERISHABLE FOODS, TO ATTACHMENT 8 (QA PROVISIONS)

The following are requirements that apply to this contract:

PERISHABLE SUBSISTENCE COMPATABILITY GROUPS
(Extracted From DLAM 4145.12/ TM 38-400, April 1994)

Group 1

Temperature: 32° to 34°F (1° to 1°C).
Relative humidity: 90 to 95 percent.
Atmosphere: Normally used on berries and cherries only -10 to 20 percent CO_2.
Ice: Never in contact with commodity.

Note: Most members of this group not compatible with Group 6a or 6b because ethylene production by Group 1 can be high, and thus harmful to members of Group 6a or 6b.

Apples (except those varieties listed in Group 3)
Apricots
Berries (except cranberries) Cherries.
Figs (not with apples, danger of odor transfer to figs; also see Group 6a)
Grapes (not fumigated with surfer dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages).
Peaches
Pears
Persimmons Plums and Pomegranates
Quinces

Group 2

Temperature: 55° to 65°F(13° to 18°C)
Relative humidity: 85 to 95 percent.
Ice: Never in contact with commodity.
Avocados
Bananas
Eggplant {also see Group 5)
Grapefruit [1]
Guava
Limes
Mangoes
Muskmelons, other than cantaloupes
Casaba
Crenshaw
Honey Dew
Persian
Olive, fresh
Papayas

Pineapples {not with avocados, danger of avocados' odor absorption)
Tomatoes, green
Tomatoes, pink {also see Group 4)
Watermelons (also see Group 4 and 5)

Group 3

Temperature: 36° to 41°F (2°to 5°C).
Relative humidity: 90 to 95 percent: cantaloupes about 95 percent.
Ice: In contact with cantaloupes.
Apples (Grimes Golden and Jonathan (both, certain areas), Yellow Newton (California) and Mclntosh
Cantaloupes
Cranberries
Lemons [1] (use 50 to 55°F for more than a month)
Lychees (also see Group 4)
Oranges 1(Florida or Texas)
Tangerines

Group 4

Temperature: 40° to 45°F (4° to 7°C): beans 38° to 42°F (3° to 6°C).
Relative humidi1y: About 95 percent
Ice: Never in contact with commodity.
Beans snap
Lychees (also see Group 3)
Okra
Oranges [1] (California or Arizona)
Pepper; green (not with beans)
Pepper, red (if with green peppers, temperature adjusted toward top of range)
Squash, summer
Tomatoes, pink (also see Group 2)
Watermelons (also see Groups 2 and 5)

Group 5

Temperature: 50° to 55°F (10° to 13°C): ginger not below 55°F.
Relative humidity: 85 to 90 percent.
Ice: Never in contact with commodity.
Cucumbers
Eggplant (also see Group 2)
Ginger (not with eggplant, also see Group 7)
Potatoes (late crop)
Pumpkin and Squashes, winter
Watermelon (temperature adjusted for other members of the group; also see Groups 2 and 4),

Group 6a

This group, except for figs, grapes and mushrooms, is compatible with Group 6b
Temperature: 32° to34°F (0° to 1°C)
Relative humidity: 95 to 100 percent.
Ice: Never in contact with asparagus, figs, grapes, and mushrooms
Artichokes
Asparagus

Beefs, red
Endive and escarole
Figs (also see Group 1)
Grapes (not furnished with sulfur dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages)
Greens
Leek (not with figs or grapes)
Lettuce
Mushrooms
Parsley
Parsnips
Peas
Rhubarb
Salsity
Spinach
Sweet Corn
Watercress

Group 6b

This group is compatible with Group 6a, except for figs, grapes and mushrooms.
Temperature: 13°to 13°F (0° to l°C)
Relative humidity: 95 to 100 percent
Ice: Contact acceptable for all
Broccoli
Brussels sprouts
Cabbage
Cauliflower
Celeriac
Celery
Horseradish Kohlrabi
Onions green (not with rhubarb. Figs, or grapes; probably not with mushrooms or sweet corn)
Radishes
Rutabagas
Turnips

Group 7

Temperature: 5° to 65°F (13° to 18°C)
Relative humidity: 85 to 90 percent.
Ice: never In contact with commodity.
Ginger (also see Group 5)
Potatoes, early crop (temperatures adjusted for others)
Sweet Potatoes

Group 8

Temperature: 32°to 34°F (0° to 13°C)
Relative humidity: 65 to 70 percent.
Ice: never in contact with commodity.
Garlic
Onions dry

[1] Citrus fruits -Biphenyl fungicide may impart off odors to other commodities

The above information was extracted from Lipton, W.J. and J. M. Harvey, Compatibility of Fruits and Vegetables During Transport in Mixed loads, US Department of Agriculture Research Service, ARS51- 48 (September 1972).

Appendix B - CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD

Microbiological criteria for dairy products[1,2]

Product(s)	Standard Plate Count (SPC) (See notes 3&4)	Coliform count (See note 4)	combined yeast and mold count (See note 4)	Preliminary incubation count (See note 5)
Aseptically processed and packaged Milk and milk products	0 per ml (See notes 6&7)		0 per ml (See note 6)	0 per ml (See note 6)
Buttermilk and acidophilus milk			10 per gram	
Cottage cheese			10 per gram	10 per gram
Cream, sour cultured			10 per gram	10 per gram
Grade A pasteurized milk and milk products	20,000 per ml		10 per ml	200,000 per ml
Ice cream products, flavored, fruit and / or nuts	50,000 per gram		20 per gram	
Ice cream products, vanilla and plain flavored	50,000 per gram		10 per gram	
Frozen dessert mix:				
Vanilla flavor	50,000 per gram		10 per gram	10 per gram
other flavors	50,000 per gram		20 per gram	10 per gram
Yogurt, chilled			10 per gram	
Yogurt, frozen, plain			10 per gram	
Yogurt, frozen, flavored			20 per gram	
Yogurt, soft serve mix			10 per gram	

Notes:

1. Phosphates as specified in the PMO.
2. Products shall be free of antibiotic or pesticide residues or below the action levels established for such residues by the applicable Federal Regulatory Agency. Antibiotic residue testing shall be by the method described in the PMO. Examinations and test to detect adulterants, including pesticides, shall be conducted by methods recognized by the applicable Federal regulatory agency.
3. Not applicable to cultured products.
4. All counts are maximum allowed standards.
5. Samples must be received within 72 hrs of pasteurization. Preliminary incubation test is used as a determination of keeping quality.
6. Nonconformance's will be considered an imminent health hazard.
7. Either aerobic or anaerobic SPC.

Microbiological criteria for Environmental Swabs[1,2]

ATP (RLU) Counts	Aerobic Plate Count (APC)	Coliform Count	
Environmental swab	100 per 50 sq cm	10 per 50 sq cm	See Note 3

Notes:
1. Microbiological counts can be used as an index for evaluating the sanitation status of processing equipment and the facility.
2. All counts are maximum recommended limits.
3. Relative Light Units (RLU) are directly correlated to log cfu/sq cm . RLU maximum tolerances are dependent upon the manufacturer of the ATP bioluminescence reader. Follow manufacturer's instructions for RLU limits.

Microbiological criteria for Fish, fresh or frozen, including shellfish		
Counts[4]	m	M
Aerobic Plate Count (APC)	5,000 per gram	1,000,000 per gram
E. coli	10 per gram	500 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Vibrio parahaemolyticus [1]	10 per gram	100 per gram
Vibrio vulnificus[2,3]	Zero (0) Tolerance	
Salmonella[2]	Zero (0) Tolerance	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Used for oysters and fish designed to be consumed raw.
2. No viable pathogen in a 25 gram sample.
3. Limit is established as non-detectable depending on method used and detection limit.
4. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Fruit Juice, Fresh or Frozen				
	Standard Plate Count (SPC) [3]		Coliform count	Combined Yeas and Mold cou
Product(s)	m	M		

Aseptically processed juice[1]	0		0	0
Pasteurized Juice[2]		20,000 per ml	20 per ml	200 per ml
Non-Pasteurized Juice[4]	50,000 per ml	100,000 per ml		

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Must be labeled as aseptically processed and process must be verified.
2. Must be labeled as pasteurized.
3. Plate count limits for juices, except for aseptically processed juice, are used as a quality indicator and may assist in determining keeping quality and/or shelf life.
4. Non-pasteurized juice is not approved for US Armed Forces Procurement.

Microbiological criteria for Kimchee [1,3,4]		
Counts [9]	m	M
Coliform (MPN)	10 per gram	
Clostridium perfringens	100 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Pseudomonas ssp [7]	200 per gram	
Streptococcus ssp [7]	10 per gram	
Listeria monocytogenes[8]	0	
Salmonella ssp[2,8]	0	
Vibrio ssp[5,8]	0	
Salt %	$\geq$ 2.5/wt	$\leq$ 3.5/wt
pH	$\geq$ 4.2	$\leq$ 4.7
Polygalacturonase [6]	Negative	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Products containing monosodium glutamate (MSG), nuts or nut oils must be labeled appropriately to reflect potential allergenic contents.
2. Only for varieties containing meat or poultry, sprouts, watercress or melon.
3. Varieties of Kimchee include, but are not limited to: Vegetables: winter, spring, cucumber, wrapped, Yolma, Chang, radish (Nabak), white (Pak), western-cabbage, pony-tail radish (Chonggak), eggplant, green onion, pumpkin, spinach, leek, green pepper; Chanachi: radish, green pepper, cucumber, garlic cabbage; Kaktagi: radish, radish and oyster Kaktuki; Tong Chimi;: radish tongchimi; Shikhae: chicken, andong, Alaskan Pollock shikhae.
4. All Kimchee products must be delivered and stored refrigerated with a definitive shelf life marked on each container.

5. Only for varieties containing fish or seafood ingredients.
6. Polyglacturonase activity is an indicator of overripening and spoilage, inferring the possible presence of Bacillus subtilus, Saccaromyces fragilis, Candida pseudotropicalis, Oospora lactis, Asperfillus ssp., and Penicillium ssp.
7. Excessive acidification may be due to high counts of these organisms; this is an indicator of very poor quality product.
8. Zero tolerance pathogens.
9. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Retail Ground Beef, Beef Trimmings, Ground Pork , Poultry (Chilled or Frozen)		
Counts	m	M
Aerobic Plate Count (APC)	100,000 per gram	1,000,000 per gram
Fecal Coliform	50 per gram	500 per gram
Total coliform	100 per gram	1,000 per gram
E. coli	10 per gram	< 110 per gram
Coagulase Positive Staph	<100 per gram	500 per gram
Salmonella species	Zero (0) Tolerance[1]	
E.coli O157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.

Microbiological limits for Sandwiches, Prepared Salads and Spreads, Bagged Salad, and Cut Vegetables [4]		
Counts[3]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli most probable number (MPN)	3 per gram[2]	10 per gram
Coliform (fecal)	10 per gram	100 per gram
Yeast and mold count	200 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Campylobacter jejuni	Zero (0) Tolerance[1]	
Salmonella species	Zero (0) Tolerance[1]	
Listeria moncytogenes	Zero (0) Tolerance[1]	
E. coli 0157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that "M" are of marginal microbiological quality.

M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. No viable pathogen in a 25 gram sample.
2. ≤ 10 per gram if using 3M Petri Film for E. coli counting.
3. Products may not be examined for all microbial characteristics as listed above. Contact laboratory if specific tests are required.
4. Tuna, chicken, ham and egg salads are tested the same, regardless whether on bread or submitted in tubs, buckets or other retail containers.

Microbiological criteria for Soft Serve Ice (cream) Milk and Soft Serve Yogurt at the retail/user level[2]		
Counts	m	M
Standard plat count [1]	50,000 per gram	250,000 per gram
Coliform	10 per gram	100 per gram
Combined Yeast & Mold		100 per gram

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
Standard Plate Count (SPC) does not apply to yogurt products.
Soft serve and Yogurt machines.

Microbiological limits for Tofu			
Counts[2]		m	M
Aerobic plate count (APC)		100,000 per gram	1,000,000 per gram coli (MPN)
<3 per gram	10 per gram		
Staphylococcus aureus		100 per gram	1000 per gram
Salmonella species[1]		Zero (0) Tolerance[1]	
Listeria moncytogenes[1]		Zero (0) Tolerance[1]	
Yersinia entercoliticus[1]		Zero (0) Tolerance[1]	

Legend:
m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. Products may not be examined for all microbial characteristics as listed above.

Microbiological and Chemical criteria for Bottled Water[1] and Vending Machine Water[2] and Ice

Counts	m	M
Coliform	0 per 100 ml	
Coliform (bottled water)	0 per 250ml	
Heterotrophic Plate Count [5]	1000 per ml	100,000 per ml
Pseudomonas aeruginosa	Zero (0) Tolerance	
Flouride[2]		
Arsenic[2]		
Trihalomethanes[2]		
Chlorine[2]		
Dissolved Solids[4]		
Silver [3]	None Detectable	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Bottled water is tested IAW the specific limits set forth by the Code of Federal Regulations (CFR) and current Environmental Protection Agency (EPA) regulations.
2. Vending machine water requirements are from the Association of Food and Drug Officials Model Code, 1997; Ice standards are derived from the International Packaged Ice Association. These are the minimum tests required for Vending Machine water.
3. Current published regulatory limits apply.
4. Only those machines utilizing silver impregnated carbon filters. Dissolved solids measurements are for vending machines labeled "Purified".
5. Ice and water derived from well water or surface water sources marketed at retail have higher allowable HPC limits. See current guidelines established in the CFR.

Microbiological criteria for Retail/User level Pre-packaged Deli and RTE Products[4]

Product(s)	APC[3]	Listeria spp.[2]	Salmonella[2]	Coliform[2]	E.Coli O157:H7
Luncheon Meats, frankfurters, Beef, poultry & pork	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance	
Cheese, soft and hard	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Pasteurized, liquid, frozen or Dried egg	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Pizza topping (meat & cheese)	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Dried meats sticks, jerky [1]	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance	

Notes:
1. Yeast and mold combined count should not exceed 100 /g.
2. No viable pathogen in a 25 gram sample. All counts are maximum allowable limits.
3. See Table Below for APC values in RTE Products.
4. Includes all like type/style products not otherwise listed.

Additional Microbiological limits for Commercial (Food Court Style) RTE Products[2,4]		
Counts	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli (MPN)	3 per gram [3]	10 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
E. coli 0157:H7[1]	Zero (0) Tolerance[1]	
Campylobacter jejuni	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. This table is primarily designed for hot food lines.
3. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
4. Products may not be examined for all microbial characteristics when submitted. These values are primarily used when conducting food borne illness investigations and overall quality characteristics.

PART VI - Summary of Directory Listing Requirements

Federal Supply Class (*Note 1)	Listing Required	Listing Not Required
8905 (*Notes 2, 3)	All fish, meat, poultry, and shellfish, including: Buffalo meat. Fish, canned. Fish, fresh or fresh smoked, modified atmospheric packaged. Fish, fresh or frozen, packaged. Herring, pickled. Quail. Rabbits. Salmon, smoked. Squid.	Crabs, live. Crawfish, live. Fish, fresh or frozen, whole and/or eviscerated, head on or off, unscaled unpackaged. Lobster, live. Shrimp, fresh or frozen, whole or head off.
8910 (*Notes 4, 5)	All dairy foods and eggs, including: Cream, sterilized. Creamer, coffee, dairy. Dairy soft serve mixes. Desserts/puddings, frozen. Egg nog, canned. Egg substitutes. Italian ices. Topping, real cream. Yogurt, fresh or frozen.	Chocolate drink mix, non-dairy. Powdered dairy mixes. Toppings, non-dairy.

8915 (*Note 7, 8)	All pre-cut pre-packaged minimum processed fresh fruits and vegetables. Kimchee. Mushrooms, whole and sliced. Salads, non-meat, with or without dressing (not USDA listed). Vegetable sprouts. Fruit juices and nectars, refrigerated.	All unprocessed fruits and vegetables. Olives. Fruit juices and nectars, shelf stable or frozen concentrate.
8920 (*Notes 6, 9)	Bakery and cereal products (baked and unbaked, fresh and frozen), specifically: Croissants. Doughnuts Egg roll wrappers. Flour and corn tortillas. Wet pasta (noodles). Pastries. Pies. Soft pretzels. Won ton wrappers. Filled bakery items.	All other bakery products, including Bagels. Batter mix, dry. Biscuits, canned. Breads, rolls, and buns. Cake mix, dry. Cakes, unfilled. Cookie mix, chilled or dry. Cookies, unfilled. Crackers. Cupcakes, unfilled. Dough, frozen or chilled. Dumplings, frozen. English muffins. Flour. Fruitcakes. Melba toast. Muffins Pancake batter, frozen. Pancake/waffle mix. Pasta, dry (noodles). Pizza crust. Taco shells. Toaster pastries. Pie crusts, unfilled. Waffles, frozen.
8925		All confectionery, nuts, and sugars.
8930		All jams, jellies, and preserves.
8935		Bouillon and soups.
8940 (*Notes 2, 3, 4, 5, 10)	Dietary foods and specialty preparations, specifically: Fish, meat, poultry, dairy, egg, and shellfish products. Pickled eggs. Frozen dinners. Pudding novelties, frozen or chilled. Tofu.	All other dietary and specialty preparations, including: Baby formula, canned. Chips, nacho or potato. Creamer, coffee, imitation (non-dairy). Dips. Nacho cheese, canned. Nutri-why. Popcorn. Puddings, canned.
8945		Fats and food oils, including margarine
8950		All condiments and related products including: Salad dressings.

		Mexican salsa)
8955		All cocoa, coffee, and tea.
8960	Beverages, nonalcoholic; specifically:	All other nonalcoholic beverages,
	Ice.	including:
	Bottled water.	Dry ice.
		Fruit drink mix containing no fruit juices.
8965		Non-MRE beverages, alcoholic.
8970	MRE food composite packages	Non-MRE composite food packages.
(*Note 2)		
8975		All tobacco products.

*Notes:

1. For complete item listing within each class of the 8900 (subsistence) Federal Supply Class (FSC) Group, refer to Federal Supply Catalog C8900-SL, Stock List--FSC Group 89 Subsistence.
2. Meat and poultry establishments listed in the *USDA Meat and Poultry Inspection Directory* may serve as sources of meat and poultry items as indicated. These products must bear the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to meat or poultry inspection acts must also be Directory listed for those items.
3. Directory listing is not required for establishments on the Interstate Certified Shellfish Shippers List (ICSSL). Fish, fresh or fresh smoked, modified atmospheric packaged (when distributed in a chill state) must be Packed Under Federal Inspection (PUFI) by the USDC or listed specifically in this Directory. Establishments supplying other fish products must be Directory listed unless listed by the United States Department of Commerce (USDC) in the *USDC Approved List of Fish Establishments and Products.*
4. Directory listing is not required for shell egg sources listed in the *Directory of Grading Offices and Plants Operating Under USDA Poultry and Egg Grading Programs*. Establishments listed in the *USDA Meat and Poultry Inspection Directory* for dried or liquid/frozen egg products may serve as sources for those products, as coded.
5. Establishments having a pasteurized milk compliance rating of 90 percent or higher, certified by a State milk sanitation officer, and listed in the *Sanitation Compliance and Enforcement Rating of Interstate Milk Shippers (IMS) List* may serve as sources of milk and milk products, as listed. Listing in this Directory is mandatory to serve as a source of other milk and milk products and/or frozen dessert items. Establishments listed in the *Dairy Plants Surveyed and Approved for USDA Grading Service* may serve as sources of manufactured or processed dairy products as listed by product code. Those operations denoted with "P" codes (packaging and processing) must be Directory listed when providing ungraded manufactured or processed dairy products.
6. Directory listing is not normally required for semiperishable and nonanimal origin ingredient sources for items such as ready-to-eat bakery products and ice cream.
7. Establishments processing ready-to-eat, chilled, and prepared non-meat salads (such as potato, egg, tuna, chicken, turkey, ham, bean, macaroni, or cole slaw) must be Directory listed.
8. Only pasteurized juices are authorized for purchase by the DOD.
9. Directory listing for natural and artificial cream or fruit filled pie crusts, cakes, and cookies is not required if the finished item will not support pathogenic microbial growth.
10. Establishments producing finished products containing less than 3 percent by weight components of animal origin may be exempted from Directory listing by the command publishing this Directory.

ATTACHMENT 9

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Husbanding Services
For
The Pacific Islands

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance-based Performance Work Statement (PWS). This performance-based plan sets forth the procedures and guidelines the U.S. Fleet & Industrial Supply Center, Detachment Singapore will use in evaluating port visit cost reporting and non-contract item pricing performance of the husbanding service contractor.

1.1 PURPOSE

1.1.1. The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the port visit cost reporting and non-contracting pricing performance standards identified in the PWS.

1.1.2 This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

1.2 PERFORMANCE MANAGEMENT APPROACH

1.2.1 The performance-based PWS structures the acquisition around "what" service is required as opposed to "how" the contractor should perform the work. This QASP will define the performance management approach taken by the Contracting Officer to monitor, manage, and take appropriate action on the contractor's performance against expected outcomes or performance objectives communicated in the PWS. Performance management rests upon developing a capability to review and analyze information generated through performance metrics. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management. The data generated in a performance management approach provides information that indicates whether or not expected outcomes for required services are being achieved adequately by the contractor.

1.2.2 Performance management also represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether or not outcomes are being achieved and migrates away from scrutiny on compliance with the processes and practices used to achieve the outcome. The only exceptions to process reviews are those required by law and compelling business situations such as safety and health. An outcome focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved at the desired levels of performance.

1.3 PERFORMANCE MANAGEMENT STRATEGY

1.3.1 The contractor will set forth the staffing and procedures for self inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The contractor will

develop and implement a performance management system with processes to assess and report their performance to the Contracting Officer.

1.3.2 The Contracting Officer will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The Government will make decisions based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

2.0 ROLES AND RESPONSIBILITIES

2.1. The Contracting Officer (KO) is responsible for monitoring contract compliance and contract administration; and resolving any differences between the observations documented by the requiring activity, and the contractor's performance. The KO will also have the responsibility for completing QA monitoring forms (refer to Attachments 9b and 9c) used to document the evaluation of the contractor's reporting and price performance.

2.2 The Authorized Government Representatives (e.g., Ship SUPPO) identified in the contract is responsible for monitoring, assessing, and communicating the technical performance of the contractor and assisting the contractor. Government surveillance may occur under authority of the Inspection/Acceptance paragraph of clause 52.212-4, Contract Terms and Conditions – Commercial Items, for any supply or service relating to the contract.

3.0 IDENTIFICATION OF SERVICES TO BE PERFORMED

The contractor shall provide husbanding service support in accordance with the PWS. The reporting and non-contract item pricing performance standards are identified in the PWS. The acceptable level of performance is also described in the PWS.

4.0 METHODOLOGIES TO MONITOR PERFORMANCE

4.1 In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate contractor performance. The primary methods of surveillance are random checks, observations, inspections, complaints and review of those records and files that are required to be maintained and delivered under the PWS. The Contracting Officer may also use reports and input from the requiring activity as sources of comments on the contractor's performance.

4.2 The contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of professional communication between employees and customers is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints. Performance management drives the contractor to be customer focused through initially addressing customer complaints and investigating the issues and/or problems.

NOTE: The customer always has the option to communicate complaints to the Contracting Officer as opposed to the contractor. The Contracting Officer will accept the customer complaints and will investigate using the Quality Assurance Monitoring Form – Customer Complaint Investigation identified in Attachment 9c.

4.3 The acceptable quality levels (AQL) located in Attachment 9a, Performance Requirements Summary Table, for contractor performance are structured to allow the contractor to manage how the work is performed while providing negative incentives for performance shortfalls.

5.0 QUALITY ASSURANCE REPORTING

5.1 The performance management feedback loop begins with the communication of expected outcomes. Port visit cost reporting and non-contract item pricing performance standards are expressed in the PWS and measured by the required performance metrics in Attachment 9a.

5.2 The Government's QA monitoring, accomplished by the KO, will be reported using the monitoring forms in Attachments 9b and 9c. The forms, when completed, will document the KO's understanding of the contractor's performance under the contract to ensure that the PWS requirements are being met.

5.2.1 The KO will retain a copy of all completed QA monitoring forms.

6.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

6.1 The Government shall use the observation methods cited to determine whether the AQLs have been met. The Government will evaluate the results which then may be translated into the specific negative incentives should performance not meet the AQL.

6.2 Within 30 days following the end of each order's performance period, the KO will prepare a written report summarizing the overall results of the quality assurance monitoring of the contractor's performance. This written report which consists of the contractor's submittals and the completed Quality Assurance Monitoring Forms (Attachment 9b) will become part of the QA documentation.

6.3 The KO may require the contractor's project manager, or a designated alternate, to meet with the Government personnel as deemed necessary to discuss performance evaluation. The KO will define a frequency of in-depth reviews with the contractor. However, if the need arises, the contractor will meet with the KO as often as required or per the contractor's request. The agenda of the reviews may discuss:

- Performance measured by the metrics and trends
- Issues and concerns of both parties
- Recommendations made by the KO based on contractor information
- Issues arising from independent reviews and inspections

6.4 The KO and contractor should jointly formulate tactical and long–term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the KO.

7.0. FAILURE TO PERFORM

7.1 The contractor may receive deductions and negative past performance ratings or even termination based on failure to perform. The following criteria apply for determining appropriate action:

1. Notifications. Consistent with FAR Part 12, the KO shall notify the service provider of failure to meet standards through QA monitoring forms, cure notices, or show cause notices and shall inform the service provider manager or designated alternate of such notices.
2. Deductions. The Government has the right to deduct a specified dollar for failure to meet performance standards. The amount is identified in the Performance Requirements Summary (PRS) of Attachment 9a.
3. Termination. If the KO determines that the contractor has failed to perform to the extent that a termination for cause is justified, the KO shall issue a notice of termination, consistent with FAR Part 12.

LIST OF ATTACHMENTS

ATTACHMENT9a. Performance Reporting Summary (PRS)
ATTACHMENT9b. Quality Assurance Monitoring Form
ATTACHMENT9c. Quality Assurance Monitoring Form – Customer Complaint Investigation

ATTACHMENT 9 a

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Required Service	Performance Standards	Acceptable Quality Levels	Method Of Surveillance	Incentive (Negative) (Impact on Contractor Payments)
Port Visit Cost Reporting	Submit CRAFT cost estimate to ship and Contracting Officer within two working days after receipt of LOGREQ (PWS Paragraph 1.1.3)	95%	E-mails receipts, files review, periodic, random, observations, complaints	$100 deduction for each documented instance when an estimate is submitted late and documentation in the contractor's past performance record
	Submit final CRAFT cost reports to the Contracting Officer within seven (7) working days of each ship's departure (PWS Paragraph 33.2)	95%	E-mail receipts, files review, random, complaints	$100 deduction for each documented instance when the report is submitted late and documentation in the contractor's past performance record
	CRAFT submittals are accurate and complete	95%	Files review, periodic, random, observations, complaints	Require contractor to take corrective action to correct inaccurate/incomplete reports and documentation in the contractor's past performance record
Pricing for Non-Contract Items	For non-contract items in excess of $3,000, the contractor provided the Contracting Officer information of the results of competition conducted for non-contract item pricing no later than seven (7) days after the ship's departure (PWS Paragraph 1.3.2)	95%	E-mail receipts, files review, periodic, random, complaints, observations	$100 deduction for each documented instance when results are submitted late and documentation in the contractor's past performance record
	The contractor has adequately documented fair and reasonable pricing for non-contract items over $3,000	90%	Files review, periodic, random, complaints, observations	Documentation in the contractor's past performance record

ATTACHMENT 9 b

QUALITY ASSURANCE MONITORING FORM

SERVICE or STANDARD:

_____
_____
_____
___

SURVEY PERIOD: _____

SURVEILLANCE METHOD (Check): _____ Random Sampling

_____ 100% Inspection

_____ Periodic Inspection

_____ Customer Complaint

LEVEL OF SURVEILLANCE SELECTED (Check):

_____ Monthly

_____ Quarterly

_____ As needed

PERCENTAGE OF ITEMS SAMPLED DURING SURVEY PERIOD:_____ %

ANALYSIS OF RESULTS:

OBSERVED SERVICE PROVIDER PERFORMANCE MEASUREMENT RATE = _____%

SERVICE PROVIDER'S PERFORMANCE (Check): ____ Meets Standards

____ Does Not Meet Standards

NARRATIVE OF PERFORMANCE DURING SURVEY PERIOD:

_____
_____
_____
_____
_____
___

PREPARED BY: _____ DATE: _____

ATTACHMENT 9 c

QUALITY ASSURANCE MONITORING FORM –

CUSTOMER COMPLAINT INVESTIGATION

SERVICE or STANDARD:

_____
_____
_____
___

SURVEY PERIOD: _____

DATE/TIME COMPLAINT RECEIVED: _____ _____ AM / PM

SOURCE OF COMPLAINT: _____ (NAME)

_____ (ORGANIZATION)

_____ (PHONE NUMBER)

_____ (EMAIL ADDRESS)

NATURE OF COMPLAINT:

_____
_____
_____
_____
____

RESULTS OF COMPLAINT INVESTIGATION:

_____
_____
_____
_____
____

DATE/TIME SERVICE PROVIDER INFORMED OF COMPLAINT: _____ _____ AM / PM

CORRECTIVE ACTION TAKEN BY SERVICE PROVIDER:

_____
_____
_____
_____
____

RECEIVED AND VALIDATED BY: _____

PREPARED BY: _____ DATE: _____

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00011	13-May-2010	N4034508RCSG0005	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-09-D-0002
	X	10B. DATED (SEE ITEM 13) 09-Dec-2008
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) MUTUAL AGREEMENT

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt011016909

1. The purpose of this modification is to extend the contract performance of services for six (6) months from 01 Jun 10 to 30 Nov 10.

2. There is no change in the estimated total contract prie as a result of this extension.

3. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) SUPERVISORY CONTRACT SPECIALIS TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)
		16C. DATE SIGNED 13-May-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The order period end date has changed from 30-Nov-2009 to 30-Nov-2010.

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-DEC-2008 TO 30-NOV-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-DEC-2008 TO 30-NOV-2010	N/A	N/A FOB: Destination	

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00010	28-Oct-2009	N4034508RCSG0005	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-09-D-0002
	X	10B. DATED (SEE ITEM 13) 09-Dec-2008
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-8 (Nov 1999) Option to Extend Services

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssnk01101869

1. The purpose of this modification is to extend the current contract performance from 01 Dec 09 through 31 May 10 in accordance with the clause FAR 52.217-8, Option to Extend Services.
2. There is no change in the estimated total contract price as a result of this extension.
3. All other Terms and Conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 28-Oct-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00009	08-Sep-2009	N4034508RCSG0005	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
US FLEET AND INDUSTRIAL SUPPLY CENTER (CODE 200) HONG KONG SITE PSC 464 BOX 20 FPO AP 96522-0020	N62649	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-09-D-0002
	X	10B. DATED (SEE ITEM 13) 09-Dec-2008
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual Agreement

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzdtl010926584

1. the purpose of this modification is to incorporate the Potable delivery service, CLIN 1041 AU to support the ENCAP BOM-OTHER requirement at Marshall Island. Potable water delivery charges will be at $250.00 per trip for an est. of 22 trips with a total amount of $5,500.00. Updated schedule shall be read as attached revised Exhibit A, Lot 10.
2. As a result of the modification, the revised total amount of this contract is changed from $1,095,565.29 to $1,101,065.29 increased by $5,500.00
3. All other terms and conditions remain unchanged

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) SENIOR PROCUREMENT AGENT TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 09-Sep-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $5,500.00 from $1,095,565.29 (EST) to $1,101,065.29 (EST).

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The pricing detail quantity has increased by 5,500.00 from 1,095,565.29 to 1,101,065.29.

The total cost of this line item has increased by $5,500.00 from $1,095,565.29 (EST) to $1,101,065.29 (EST).

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-DEC-2008 TO 30-NOV-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-DEC-2008 TO 30-NOV-2009	N/A	N/A FOB: Destination	

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by $5,500.00 from $1,095,565.29 to $1,101,065.29.

CLIN 0002:

AA: To be cited on each delivery or task order (CIN N4034508RCSG00050001) was increased by $5,500.00 from $1,095,565.29 to $1,101,065.29

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00008	04-Sep-2009	N4034508RCSG0005	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
US FLEET AND INDUSTRIAL SUPPLY CENTER (CODE 200) HONG KONG SITE PSC 464 BOX 20 FPO AP 96522-0020	N62649	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-09-D-0002
	X	10B. DATED (SEE ITEM 13) 09-Dec-2008
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual Agreement

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: nzzdtl010926294

1. The purpose of this modification is to incorporate the additional contract line items to Exhibit A, Lot 10 to support the Engineering Civil Action Program (ENCAP) and Medical Civil Action Program (MEDCAP) operation in Marshall Island region during the Partnership 2009 Mission. Period of performance shall be September 07 – 25 2009. Updated schedule shall be read as attached revised Exhibit A, Lot 10.
2. As a result of the modification, the revised total amount of this contract is changed from $1,048,061.49 to $1,095,565.29 increased by $47,503.80
3. All other terms and conditions remain unchanged

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		(b)(6), (b)(7)(C) SENIOR PROCUREMENT AGENT TEL: (b)(6), (b)(7)(C)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	04-Sep-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $49,383.80 from $1,048,061.49 (EST) to $1,097,445.29 (EST).

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The pricing detail quantity has increased by 49,383.80 from 1,048,061.49 to 1,097,445.29.

The total cost of this line item has increased by $49,383.80 from $1,048,061.49 (EST) to $1,097,445.29 (EST).

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-DEC-2008 TO 30-NOV-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-DEC-2008 TO 30-NOV-2009	N/A	N/A FOB: Destination	

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by $49,383.80 from $1,048,061.49 to $1,097,445.29.

CLIN 0002:

AA: To be cited on each delivery or task order (CIN N4034508RCSG00050001) was increased by $49,383.80 from $1,048,061.49 to $1,097,445.29

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00007	21-Aug-2009	N4034508RCSG0005	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
US FLEET AND INDUSTRIAL SUPPLY CENTER (CODE 200) HONG KONG SITE PSC 464 BOX 20 FPO AP 96522-0020	N62649	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-09-D-0002
	X	10B. DATED (SEE ITEM 13) 09-Dec-2008
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual Agreement

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzdtl010924843

1.The purpose of this modification is to incorporate the additional contract line items to Exhibit A, Lot 10 to support the Engineering Civil Action Program (ENCAP) and Medical Civil Action Program (MEDCAP) operation in Kiribati region during the Pacific Partnership 2009 Mission. Period of performance shall be Aug 21 – Sep 10 2009. Updated schedule shall be read as attached revised Exhibit A, Lot 10.
2. As a result of the modification, the revised total amount of this contract is changed from $881,039.59 to $1,048,061.49 increased by $167,021.90
3. All other terms and conditions remain unchanged

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) SENIOR PROCUREMENT AGENT TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 21-Aug-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $160,365.70 from $881,039.59 (EST) to $1,041,405.29 (EST).

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The pricing detail quantity has increased by 160,365.70 from 881,039.59 to 1,041,405.29.

The total cost of this line item has increased by $160,365.70 from $881,039.59 (EST) to $1,041,405.29 (EST).

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-DEC-2008 TO 30-NOV-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-DEC-2008 TO 30-NOV-2009	N/A	N/A FOB: Destination	

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by $160,365.70 from $881,039.59 to $1,041,405.29.

CLIN 0002:

AA: To be cited on each delivery or task order (CIN N4034508RCSG00050001) was increased by $160,365.70 from $881,039.59 to $1,041,405.29

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00006	05-Aug-2009	N4034508RCSG0005	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
US FLEET AND INDUSTRIAL SUPPLY CENTER (CODE 200) HONG KONG SITE PSC 464 BOX 20 FPO AP 96522-0020	N62649	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-09-D-0002
	X	10B. DATED (SEE ITEM 13) 09-Dec-2008
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
Mutual Agreement

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzdtl010923421

1.The purpose of this modification is to incorporate the additional contract line items to Exhibit A, Lot 10 to support the Engineering Civil Action Program (ENCAP) and Medical Civil Action Program (MEDCAP) operation in Solomon Island region during the Pacific Partnership 2009 Mission. Period of performance shall be Aug 06 – 31 2009. Updated schedule shall be read as attached revised Exhibit A, Lot 10.

2. As a result of the modification, the revised total amount of this contract is changed from $617,399.62 to $881,039.59 increased by $263,639.97

3. All other terms and conditions remain unchanged

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) SENIOR PROCUREMENT AGENT TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 05-Aug-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $263,639.97 from $617,399.62 (EST) to $881,039.59 (EST).

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The pricing detail quantity has increased by 263,639.97 from 617,399.62 to 881,039.59.

The total cost of this line item has increased by $263,639.97 from $617,399.62 (EST) to $881,039.59 (EST).

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-DEC-2008 TO 30-NOV-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-DEC-2008 TO 30-NOV-2009	N/A	N/A FOB: Destination	

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by $263,639.97 from $617,399.62 to $881,039.59.

CLIN 0002:

AA: To be cited on each delivery or task order (CIN N4034508RCSG00050001) was increased by $263,639.97 from $617,399.62 to $881,039.59

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00005	10-Jul-2009	N4034508RCSG0005	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
US FLEET AND INDUSTRIAL SUPPLY CENTER (CODE 200) HONG KONG SITE PSC 464 BOX 20 FPO AP 96522-0020	N62649	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-09-D-0002
	X	10B. DATED (SEE ITEM 13) 09-Dec-2008
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual Agreement

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: nzzdtl010921548

1. The purpose of this modification is to incorporate the additional contract line items to Exhibit A, Lot 10 to support the Engineering Civil Action Program (ENCAP) and Medical Civil Action Program (MEDCAP) operation in Tonga region during the Partnership 2009 Mission. Period of performance shall be July 07 – 31 2009. Updated schedule shall be read as attached revised Exhibit A, Lot 10.
2. As a result of the modification, the revised total amount of this contract is changed from $567,911.62 to $617,399.62 increased by $49,488.00
3. All other terms and conditions remain unchanged

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		(b)(6), (b)(7)(C) SENIOR PROCUREMENT AGENT TEL: (b)(6), (b)(7)(C)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	10-Jul-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $49,488.00 from $567,911.62 (EST) to $617,399.62 (EST).

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The pricing detail quantity has increased by 49,488.00 from 567,911.62 to 617,399.62.

The total cost of this line item has increased by $49,488.00 from $567,911.62 (EST) to $617,399.62 (EST).

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-DEC-2008 TO 30-NOV-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-DEC-2008 TO 30-NOV-2009	N/A	N/A FOB: Destination	

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by $49,488.00 from $567,911.62 to $617,399.62.

CLIN 0002:

AA: To be cited on each delivery or task order (CIN N4034508RCSG00050001) was increased by $49,488.00 from $567,911.62 to $617,399.62

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00004	25-Jun-2009	N4034508RCSG0005	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
US FLEET AND INDUSTRIAL SUPPLY CENTER (CODE 200) HONG KONG SITE PSC 464 BOX 20 FPO AP 96522-0020	N62649	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-09-D-0002
	X	10B. DATED (SEE ITEM 13) 09-Dec-2008
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: nzzdtl010920456

1. The purpose of this modification is to supersede the modification of contract (N62649-09-D-0002-P00003) issued on Jun 24 2009.
2. This modification is to incorporate the additional line items to Exhibit A, Lot 10 to support the Engineering Civil Action Program (ENCAP) and Medical Civil Action Program (MEDCAP) operation during the Pacific Partnership 2009 Mission. Period of Performance shall be Jun 25 2009 to July 31 2009. Updated schedule shall be read as attached revised Exhibit A Lot 10.
3. As a result of this modification, the revised total amount of this contract is changed from 359,570.32 to $567,911.62 increased by $208,341.30
4. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6), (b)(7)(C) SENIOR PROCUREMENT AGENT TEL: (b)(6), (b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY (b)(6), (b)(7)(C) (Signature of Contracting Officer)	24-Jun-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by $22,663.50 from $590,575.12 (EST) to $567,911.62 (EST).

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The pricing detail quantity has decreased by 22,663.50 from 590,575.12 to 567,911.62.

The total cost of this line item has decreased by $22,663.50 from $590,575.12 (EST) to $567,911.62 (EST).

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-DEC-2008 TO 30-NOV-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-DEC-2008 TO 30-NOV-2009	N/A	N/A FOB: Destination	

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by $22,663.50 from $590,575.12 to $567,911.62.

CLIN 0002:

AA: To be cited on each delivery or task order (CIN N4034508RCSG00050001) was decreased by $22,663.50 from $590,575.12 to $567,911.62

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00003	22-Jun-2009	N4034508RCSG0005	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
US FLEET AND INDUSTRIAL SUPPLY CENTER (CODE 200) HONG KONG SITE PSC 464 BOX 20 FPO AP 96522-0020	N62649	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-09-D-0002
	X	10B. DATED (SEE ITEM 13) 09-Dec-2008
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzdtl010920314

1. The purpose of this modification is to incorporate additional line items to Exhibit A, Lot 10 to support the Engineering Civil Action Programs (ENCAP) and Medical Civil Action Programs (MEDCAP) operation during the Pacific Partnership 2009 Mission in Samoa region. Period of Performance shall be Jun 22 2009 to July 31 2009. Updated schedule shall read as attached revised Exhibit A LOT 10.

2. As a result of this modification, the total amount of this contract is changed from $359,570.32 to $590,575.12 increased by $231,004.80

3. Alll other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) SENIOR PROCUREMENT AGENT TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 23-Jun-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $231,004.80 from $359,570.32 (EST) to $590,575.12 (EST).

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The pricing detail quantity has increased by 231,004.80 from 359,570.32 to 590,575.12.

The total cost of this line item has increased by $231,004.80 from $359,570.32 (EST) to $590,575.12 (EST).

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-DEC-2008 TO 30-NOV-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-DEC-2008 TO 30-NOV-2009	N/A	N/A FOB: Destination	

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by $231,004.80 from $359,570.32 to $590,575.12.

CLIN 0002:

AA: To be cited on each delivery or task order (CIN N4034508RCSG00050001) was increased by $231,004.80 from $359,570.32 to $590,575.12

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	11-Jun-2009	N4034508RCSG0005	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-09-D-0002
	X	10B. DATED (SEE ITEM 13) 09-Dec-2008
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssns010919419

1. The purpose of this modification is to add FISC Yokosuka and FISCY Detachment Hong Kong Office contracting officers as procuring contracting officers. Changes are summarized in the following pages.
2. A conformed copy is provided for your reference.
3. The contract prices remain unchanged.
4. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 11-Jun-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The 'Payment will be made by' organization below has been added:

SEE INDIVIDUAL DELIVERY/TASK ORDERS
AS SPECIFIED

SECTION I - CONTRACT CLAUSES

The following have been modified:

ADDITIONAL CONTRACT TERMS AND CONDITIONS.

(a) Oral Orders (Indefinite Delivery Contracts) (SUP 5252.216-9402) (JAN 1999). Oral orders may be placed, provided the following conditions are complied with:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.

(3) Invoices for supplies or services furnished in response to total orders will be accompanied with a received copy of each related delivery ticket.

(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

(b) Written Orders (Indefinite-Delivery Contracts) (SUP 5252.216-9403) (JAN 1992). Written orders on Standard Form 1449/DD Form 1155 will contain the following information, consistent with the terms of the contract:

(1) Date of order;
(2) Contract number and order number;
(3) Item number and description, quantity, and unit price;
(4) Delivery or performance date;
(5) Place of delivery or performance (including consignee);
(6) Packaging, packing, and shipping instructions, if any;
(7) Accounting and appropriation data;
(8) Any other pertinent information.

(c) Ordering (FAR 52.216-18) (OCT 1995)

(1) Any supplies and services to be furnished under this contract shall be ordered by issuance of task/delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award to final day of the contract.

(2) All task/delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a task/delivery order or task order and this contract, the contract shall control.

(3) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the schedule.

(d) Order Limitations (FAR 52.216-19) (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than US $5,000.00, the Government is not obligated to order, nor is the Contractor obligated to furnish, those supplies or services under this contract.

(b) *Maximum order*. The Contractor is not obligated to honor --

(1) Any order for services in support of more than three (3) vessels in a single port at the same time or any order to husband in excess of eight (8) ships at the same time in the geographic area covered by this contract. The three (3) vessel mix shall be defined as one (1) Class IV or below and two (2) Class III or below in a single port.

(2) Any order for a single item in excess of the maximum quantity for that item which is identified in the pricing schedule, Exhibit A, of this contract.

(3) Any order for a combination of items in excess of the total maximum quantity for the applicable performance period of this contract; or

(4) A series of orders from the Government within 120 days that together call for quantities exceeding the maximum quantities identified in the pricing schedule by more than two hundred percent (200%).

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum ordering limitations in paragraph (b), unless that order (orders) is returned to the ordering office within one (1) day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(e) Inconsistency Between English Version & Translation Of Contract (FAR 52.225-14) (FEB 2000). In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(f) Authorized Changes Only By The Contracting Officer (SUP 5252.243-9400) (JAN 1992)

(1) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(2) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(3) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The addresses and FAX telephone numbers of the Procuring Contracting Officers (PCO) are:

1. FISC Detachment Singapore
Commercial Address: PSA Sembawang Terminal
Deptford Road, Building 7-4, Unit 2-9
Singapore 759657

Military Address: PSC 470, Box 2150
FPO AP 96534-2150

FAX Numbers: (65)-6-750-2639 or 2382

2. FISC Yokosuka
Commercial Address: 1 Banchi, Tomari-cho
Yokosuka, Kanagawa
Japan 238-001

Military Address: PSC 473 Box 11
FPO AP 96349-0011

FAX Number: (81-46)-816-7794

3. FISC Yokosuka Detachment Hong Kong
Commercial Address: 3/Fl., Fleet Arcade
1 Lung King Street
Fenwick Pier, Wanchai
Hong Kong

Military Address: PSC 464 BOX 20
FPO AP 96522-0020
Yokosuka

FAX Number: (852)-2511-4902

(g) Provision for Wood Products SA 03-05 NAVSUP CLAIMANCY POLICY - Pinewood Nematode (microscopic roundworm) Free Non-Manufactured Wood Pacing (NMWP) Material (SWPM) (Nov 2002) NAVSUP

(1) Definition. 'Pinewood nematode' as used in this provision, means a microscopic roundworm that has infested coniferous (softwood) trees.

(2) All non-manufactured wood lumber, pallets boxes, crates, containers, reels blocking and bracing, dunnage, drums, etc. for all shipments are required to be certified pest- (pinewood nematode) free. All wood pallets, boxes, crates, containers, reels, blocking and bracing, dunnage, drums, etc. ordered/delivered from vendors/suppliers shall be heat-treated and marked to the American Lumber Standards Committee (ALSC), NMWP policy and

enforcement standards. The approved method for ensuring NMWP material is pinewood nematode free is as follows:

(i) Heat-treated to a minimum core temperature of 56°C(133°F) for at least 30-minutes in a closed chamber that has been tested evaluated, and approved officially for this purpose. In addition, the susceptible wood shall display an officially approved heat-treated marking enabling the identification of where and by whom the above treatment has been carried out.

(3) All bulk lumber procured for the fabrication of pallets, boxes, crates, containers, reels, skids, blocking and bracing, dunnage, drums, etc., shall be certified and marked as a part of the fabrication process, to the ALSC NMWP policy and enforcement standards. Vendors/Suppliers using ALSC-certified lumber to make or repair wooden boxes, crates, skids, containers, pallets, reels, drums, etc., must have formal processing procedures and documentation to ensure that only certified lumber leaves their fabrication point.

(4) This provision is self-deleting if the material or supplies are not shipped in NMWP material.

(h) Agency Protests

(1) Prior to submission of an agency protest, all parties should use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions.

(2) FISC Detachment Singapore will process agency protests in accordance with the substantive and procedural requirements of FAR 33.104(d).

(3) Pursuant to FAR 33.103(d)(4), an agency protest may be filed directly with either the Contracting Officer or the Chief of the Contracting Office. A protestor who initially files an agency protest with the Contracting Officer may appeal an adverse decision to the Chief of the Contracting Office. Agency protest submissions should clearly identify the initial adjudicating official, i.e., the “Contracting Officer” or “Chief of the Contracting Office”.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 9

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	11-Feb-2009	N4034508RCSG0005	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-09-D-0002
	X	10B. DATED (SEE ITEM 13) 09-Dec-2008
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssns01099946

The language authorizing MSC vessels as ordering officers was not included in the contract as they are optional users.

1. The purpose of this modification is to incorporate MSC ordering officers as authorized users of this contract.
2. See Section B1 for revised language per reference above.
3. The Procuring Contracting Officer (PCO) for this contract is changed to (b)(6), (b)(7)(C) vice (b)(6), (b)(7)(C)
4. As a result of this change there is no change in the amount of the contract.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED
11-Feb-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been modified:
OVERVIEW OF CONTRACT
SECTION B1 OVERVIEW

1. OBJECTIVE - The objective of this contract is to obtain husbanding services for U.S. Navy Ships visiting the Pacific Islands. For purposes of this contract, "Pacific Islands" is defined as the geographic area encompassed by the lots described below at paragraph 2.3.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) at any berthing or anchoring location in the Pacific Islands. It is to provide services and supplies that are required by the ships while they are in port.

2.2. This contract also includes requirements for logistic support services and supplies for Operations Other Than War (OOTW) required by the U.S. Navy and other U.S. Government organizations or agencies.

2.3. The contract is subdivided into Lots. Lots may be for individual Ports or they may include several Ports under one Lot. For this contract, the following Lots apply:

2.3.1. Lot 1 is for Majuro, Marshall Islands
2.3.2. Lot 2 is Noumea, New Caledonia
2.3.3. Lot 3 is Madang, Papua New Guinea
2.3.4. Lot 4 is Honiara, Solomon Islands
2.3.5. Lot 5 is Nuku Alofa, Tonga
2.3.6. Lot 6 is Funafuti, Tuvalu
2.3.7. Lot 7 is Port Vila, Vanuatu
2.3.8. Lot 8 is Koror, Palau
2.3.9. Lot 9 is Management Fees for all other ports of Marshall Islands, New Caledonia, Papua New Guinea, Solomon Islands, Tonga, Tuvalu, Vanuatu, Palau, Fiji, Kiribati, Nauru, New Zealand, Western Samoa, French Polynesia and Federated States of Micronesia (excluding U.S. Territories).
2.3.10. Lot 10 is Operations Other Than War (OOTW) for all locations in Marshall Islands, New Caledonia, Papua New Guinea, Solomon Islands, Tonga, Tuvalu, Vanuatu, Palau, Fiji, Kiribati, Nauru, New Zealand, Western Samoa, French Polynesia and Federated States of Micronesia (excluding U.S. Territories).

2.4. The individual HS items provided under this contract are listed in Exhibit A, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).

2.5. This contract also requires that the HS Contractor assist ships that are being provided husbanding services to obtain unforeseen additional services or supplies that are required as part of the husbanding the ships while they are in port. Similar services may be required under the OOTW CLINs.

2.6. The holder of this contract is a US Navy Contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price Indefinite Delivery Indefinite Quantity (IDIQ) contract. The HS Contractor agrees to furnish the services or supplies at the fixed prices listed in the Schedule of Services.

3.1. MINIMUM AND MAXIMUM QUANTITIES – The contract minimum quantity referred to in paragraph (b) of FAR 52.216-22 Clause entitled "Indefinite Quantity" of this contract, is set at a total of $20,000 worth of orders at the contract unit price(s) or as guaranteed minimum if no orders are issued. The recording of the obligation of funds associated with the guaranteed minimum amount under the basic contract will be issued under task order(s)/delivery order(s) immediately upon award of this contract. The minimum guarantee applies to the base year period only.

4. DURATION OF CONTRACT - This contract is for a period of twelve (12) months and includes FAR52.217-8 OPTION TO EXTEND SERVICES clause. If the six (6) month extension of performance of services is exercised under FAR 52.217-8, the maximum duration of this contract is 18 months. The period of time within which the Government may order performance varies by lot. See section F for additional details.

5. MULTIPLE SHIP VISITS - The HS Contractor is required to be able to simultaneously Husband a maximum of eight (8) ships at one time for the Pacific Islands.

6. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or if the port-provided supplies and services are less expensive than similar services provided by the HS Contractor or its subcontractors, or finally provide it themselves to include subcontractors. The Schedule lists what items are available through HN and Port Authorities.

7. MARK V HIGH-SPEED-INTERCEPTOR-CRAFT (HSIC) - Mark V (HSIC) Special Operations Craft may be in port or in the direct vicinity for up to 90 days conducting operations. The HS Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and Management fees will be based on the total fee for the pair of boats. Attachment 1 provides details.

8. LONG TERM SHIP VISITS –

8.1. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The HS Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit.

8.2. Unique/Particular Situations:

8.2.1. Frequent ship visits to ports: If a ship returns to a port within three (3) days (i.e. prior to the fourth calendar day), the Management Services fees for the return visit will be charged at the subsequent day rate. (example: If the ship departs Friday and comes back before Tuesday, it will be charged Management Service fees at the subsequent days rate during the return visit that begins prior to Tuesday. If the ship comes back on Tuesday, the Management Services will be charged at the first day rate for Tuesday, followed by the subsequent days rate for the following days.)

8.2.2. If a ship comes into port and does not request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged Management Service fees at the first or subsequent days rates, subject to the conditions in paragraph 10.2.1 and subject to the discussion at paragraph 20 below about ordering Management Services.

8.3. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HS Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong SAR and Singapore.

9. SHIPYARDS - U.S. Navy Ships in shipyards at locations covered by this contract may order supplies and services from this contract without the requirement to also order Management Services.

10. OTHER PERSONNEL - Other U.S. personnel conducting business at locations covered by this contract may order off of the contract without incurring Management Service Fees. These orders do not involve continuous management of husbanding services and may be for items such as vehicles, phones or other services. For example U.S. Government personnel attending conferences, training and seminars where hotel, transportation and rental of cellular phones are required, may order those services through the HS Contractor to the extent those services are included in this contract. This provision does not apply to services that are required as part of an Operations Other Than War (OOTW) event.

11. ORDERING

11.1. Ordering Items on Contract: Only Authorized Government Representatives (AGR) can place orders against this contract. AGRs for this contract are:

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any FISC Yokosuka (including Sites/Detachments) warranted KO or their authorized representative.
- Any MSC warranted Ordering Officer or their authorized representative.

11.2. Advance Notice Period for Orders: The HS Contractor shall deliver the supplies and services listed on Exhibit A (not to include items marked as "Reserved" or "TBD") in accordance with the time and date set by the order so long as the order is issued by an AGR at least 48 hours prior to the required delivery date and time. The HS Contractor shall use its best reasonable effort to deliver supplies or services marked "Reserved" or "TBD" in accordance with an order's delivery schedule or time so long as the AGR and the HS Contractor come to agreement on the price of the "Reserved" or "TBD" item at least 48 hours in advance of the required delivery date and time. Occasionally, there may be short notice orders of less than 48 hours, which the HS Contractor shall support if possible. If the HS Contractor cannot support these requirements within 48 hours, then the AGR may satisfy them from other sources.

11.3. Substitutions: Substitution of ordered CLIN shall not be allowed unless authorized and accepted in writing by the AGR, which could be the SUPPO, or FISC Det. Singapore Contracting Officer. If accepted by the AGR or requiring vessel, substituted CLINs shall only be charged at a rate not to exceed that of the originally ordered CLIN. An example would be if a 20-passengerbus was ordered, but was not available and the HS Contractor substituted two 10 passenger-vans. The HS Contractor shall charge a rate for the 10 passenger vans that does not exceed the rate for the one 20-passenger bus.

11.4. Cancellation of Orders:

11.4.1. Unless otherwise provided herein, in the event an order, or any portion of an order, is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. If several deliveries are required to satisfy an order or portion of an order, i.e., garbage pick-up and disposal on each of five days, then the 48-hour notice period shall be computed from each of the required delivery dates. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled "Termination for the Government's Convenience (FAR 52.212-4)", of the clause entitled "CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS."

11.4.2. In rare cases, when ordering items requires long lead times, the Government may apply the Termination for the Government's Convenience clause as referenced above even though an order was cancelled prior to 48 hours before a required delivery.

11.4.3. In every case, the HS Contractor is responsible for taking all necessary steps to mitigate the U.S. Government's damages or termination costs. As part of its mitigation, the Government reasonably expects that the HS Contractor shall consider these cancellation rights as it enters into agreements with its subcontractors and suppliers.

12. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English. All electronic communication between visiting vessels and the HS Contractor shall be copied to the FISC Detachment Singapore Contracting Officer and Logistic Support Representative.

13. STANDARDS FOR PROFESSIONAL SERVICES

13.1. The HS Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning cost and performance issues throughout the locations covered by this Contract.

13.2. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

13.2.1. The performance standards are explained in the Quality Assurance Surveillance Plan (QASP) – See Attachment 9.

13.3. The HS Contractor shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

13.4. The HS Contractor shall ensure that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

13.5. The HS Contractor shall ensure that subcontractors comply with these requirements.

14. HEIGHTENED VIGILANCE

14.1. The HS Contractor shall be alert at all times in order to contribute to the protection of the ship and its crew. The HS Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The HS Contractor shall report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

14.2. The HS Contractor shall fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the HS Contractor shall identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the HS Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The HS Contractor shall arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

15. EQUIPMENT - All vehicles, watercraft, and equipment provided must be in sound mechanical condition, be in compliance with local laws and specifications, meet all local safety standards, and have all required current certifications and insurance.

16. GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM) – In the event that the HS Contractor is required to use government equipment, the HS Contractor shall be responsible for all loss or damage to, or the destruction of, Government property in its possession. The HS Contractor shall not be responsible for damage due solely to normal wear and tear.

17. CONTRACT PRICING

17.1. Contract Currency - All contract prices are in U.S. Dollars (US$).

17.2. Fixed Price (other than items in which the price is set by a Port Tariff or other controlled price)- Prices are firm-fixed-price per unit and are inclusive of ALL costs.

17.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. The following non-exclusive set of costs is included in the unit price: labor performed during normal working hours, overtime for work performed outside normal working hours, weekend hours, holidays, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

17.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

17.2.3. Pre-Positioning / Pre-Staging - All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

17.2.4. Repositioning equipment. All repositioning of equipment when required shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

17.2.5. All Government taxes are included in the unit cost.

17.3. Port Tariff (PT) or other controlled prices - When the HS Contractor obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list, then the HS Contractor shall be reimbursed for the published price of the item. The HS Contractor shall not be paid an amount in addition to the published price of the item. These items are listed on Exhibit B, Port Tariff items.

17.4. Time Calculations - Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged.

17.5. Demurrage - Demurrage charges shall only be charged if the HS Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but, due to the fault of the government, was not attended to until 1500 hrs when pumping begins. The HS Contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs). Demurrage charges will be charged as stated in the schedule of supplies and services. This only applies to CLINs that have demurrage charges as sub-CLINs.

18. Management Services - Operations Other than War (OOTW) CLINs. When supplies or services are ordered under the Operations Other than War (OOTW) CLIN, the Government will clearly identify the days during the performance period for which it is ordering Management Services. Because of the range of situations under which the Government may order supplies and services under the OOTW CLINs, there is less certainty that the Government will order Management Services for each day of an Operation Other Than War than when the Government orders husbanding services. The HS Contractor is not required to provide any services described under the OOTW Management Services CLINs on those days for which services are not ordered.

19. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

CHT	Collection, Holding Transfer Sewage Removal and Disposal
CU M	Cubic Meter
DAO	Defense Attaché Officer
DY	Day
EA	Each
GL	Gallon (3.785 Liters)
HR	Hour

IDD	International Direct Dialing
JB	Job
LO	Lot
M	Meter
MIN	Minimum
NSP	Not Separately Priced
OOTW	Operations Other Than War
PAX	Passenger
PK	Package
PT	Port Tariff
QTY	Quantity
TBD	To Be Determined
TP	Trip

20. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any supply or service.

- CAMELS: See Fenders

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the LOT of the contract. For example Lot 1 would be 01XX, Lot 2 would be 02XX). The third and fourth digits are the service or supply item number. (For example 0101 is the first item, 0102 is the second item under Lot 1). If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX11 for Force Protection could be divided into XX11AA for Beach Guard Office and XX11AB Dive and Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: A calendar day.

- Delivery Order (D.O./Task Order: A delivery order is an order for supplies and a task order is an order for services placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge.

- FORCE PROTECTION (FP). Security measures to protect a ship and its crew from dangerous situations such as terrorist actions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL (GFE/GFM): Items fully transferred to the HS Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Host Nation Government tax is a levy on goods and services made in the local country. The tax rate will vary with the location. The U.S. Government is often exempt from host nation Government Taxes. The

Government makes no representation as to the extent to which the HS Contractor may be liable for Host Nation Government taxes.

- HOST NATION (HN): The country, which is being visited by the U.S. ship.

- HUSBAND: To provide all supplies and services required by a ship during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other HS Contractors work with the ship, and assisting with requests for Non-Contract items. To the extent practicable, the HS Contractor shall utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION (MOB & DEMOB):

  - Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

  - Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPARATELY PRICED (NSP): Item that is not separately priced. The cost for CRAFT should be factored into the Management Fee.

- POINT OF CONTACT (POC): A designated individual who is knowledgeable about an issue and is able to answer questions and make decisions concerning the issue.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples may include pilot services, tugs, picket boats, security guards, and potable water. HS Contractor

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- RESERVED: A supply or service for which the price will be negotiated at the time of order. A "Reserved" item is an item that can be ordered when required.

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and, if so, is authorized to sign contracts and place orders.

21. HS CONTRACTOR REPRESENTATIVE – The Government shall contact the following HS Contractor person(s) for prompt contract management:

Name of Individual:	Mr. Leonard G. Francis
Title of Individual:	Executive Group Chairman/President
Mailing Address:	15D Pandan Road Singapore 609266
Tel No:	(65) 62685300
Fax No:	(65) 62707240
Mobile:	(65) 9798-3155
E-mail address:	Leonard@glennmarinegroup.com; glenncom@glennmarinegroup.com

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: N4034508RCSG0001

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-09-D-0001	09-Dec-2008		N40345-08-R-0057	18-Jul-2008

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)*

8. OFFER DUE DATE/LOCAL TIME: 02:00 PM 08 Aug 2008

9. ISSUED BY CODE N40345

U.S. FLEET AND INDUSTRIAL SUPPLY CENTER
DET SINGAPORE
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: NAICS: 561990

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS: NET 30

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE. LTD.
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

SEE SCHEDULE
.
.

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$668,036.51 EST

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE
- [ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED: 09-Dec-2008

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) Contracting Officer

TEL: (b)(6), (b)(7)(C)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9001					$0.00
	FFP FOB: Destination				
				NET AMT	$0.00

BASIS FOR MAXIMUM QUANTITIES

Information concerning port visits for the 12-month period ending 31 December 2007 by USS vessels to ports covered by this contract is at Exhibit E, Historical CRAFT Data.

SECTION B1 - OVERVIEW
OVERVIEW OF CONTRACT

1. OBJECTIVE - The objective of this contract is to obtain husbanding services for U.S. Navy Ships visiting Vietnam and Cambodia.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) at any berthing or anchoring location in Danang, Vietnam, Sihanoukville, Cambodia, and all other ports in Vietnam and Cambodia. It is to provide services and supplies that are required by the ships while they are in port.

2.2. This contract also includes requirements for logistic support services and supplies for Operations Other Than War (OOTW) required by the U.S. Navy and other U.S. Government organizations or agencies.

2.3. The contract is subdivided into Lots. Lots may be for individual Ports or they may include several Ports under one Lot. For this contract, Lot 1 is for Danang, Vietnam; Lot 2 is for All Other Ports in Vietnam; Lot 3 is for Sihanoukville, Cambodia; Lot 4 is for All Other Ports in Cambodia; and Lot 5 is for OOTW in Vietnam and Cambodia.

2.4. The individual HS items provided under this contract are listed in Exhibit A, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).

2.5. This contract also requires that the HS Contractor assist ships that are being provided husbanding services to obtain unforeseen additional services or supplies that are required as part of the husbanding the ships while they are in port. Similar services may be required under the OOTW CLINs.

2.6. The holder of this contract is a US Navy Contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price Indefinite Delivery Indefinite Quantity (IDIQ) contract. The HS Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services.

3.1 MINIMUM AND MAXIMUM QUANTITIES - The contract minimum quantity referred to in paragraph (b) of the FAR 52.216-22 Clause entitled "Indefinite Quantity" of this contract, is set at a total of $20,000 worth of orders at the contract unit price(s). The recording of the obligation of funds associated with the guaranteed minimum amount under the basic contract will be issued under task order(s)/delivery order(s) immediately upon award of this contract. The minimum guarantee applies to the base year period only.

4. DURATION OF CONTRACT - This contract is for a base period commencing from contract award date through 30 Nov 2009 and a six-month Option I period. The performance period of the base period of the contract shall continue unless terminated or extended in accordance with the other clauses herein. If the six (6) month extension of performance of services is exercised under FAR 52.217-8, the maximum duration of this contract is through 31 May 2010.

5. MULTIPLE SHIP VISITS - The HS Contractor is required to be able to simultaneously Husband a maximum of four (4) ships at one time for Vietnam and Cambodia.

6. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or if the port-provided supplies and services are less expensive than similar services provided by the HS Contractor or its subcontractors, or finally provide it themselves to include subcontractors. The Schedule lists what items are available through HN and Port Authorities.

7. MARK V HIGH-SPEED-INTERCEPTOR-CRAFT (HSIC) - Mark V (HSIC) Special Operations Craft may be in port or in the direct vicinity for up to 90 days conducting operations. The HS Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and Management fees will be based on the total fee for the pair of boats. Attachment 1 provides details.

8. LONG TERM SHIP VISITS –

8.1. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The HS Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit.

8.2. Unique/Particular Situations:

8.2.1. Frequent ship visits to ports: If a ship returns to a port within three (3) days (i.e. prior to the fourth calendar day), the Management Services fees for the return visit will be charged at the subsequent day rate. (example: If the ship departs Friday and comes back before Tuesday, it will be charged Management Service fees at the subsequent days rate during the return visit that begins prior to Tuesday. If the ship comes back on Tuesday, the Management Services will be charged at the first day rate for Tuesday, followed by the subsequent days rate for the following days.)

8.2.2. If a ship comes into port and does not request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged Management Service fees at the first or subsequent days rates, subject to the conditions in paragraph 10.2.1 and subject to the discussion at paragraph 20 below about ordering Management Services.

8.3. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HS Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong SAR, China and Singapore.

9. SHIPYARDS - U.S. Navy Ships in shipyards at locations covered by this contract may order supplies and services from this contract without the requirement to also order Management Services.

10. OTHER PERSONNEL - Other U.S. personnel conducting business at locations covered by this contract may order off of the contract without incurring Management Service Fees. These orders do not involve continuous management of husbanding services and may be for items such as vehicles, phones or other services.
For example, U.S. Government personnel attending conferences, training and seminars where hotel, transportation and rental of cellular phones are required, may order those services through the HS Contractor to the extent those services are included in this contract. This provision does not apply to services that are required as part of an Operations Other Than War (OOTW) event..

11. ORDERING

11.1. Ordering Items on Contract: Only Authorized Government Representatives (AGR) can place orders against this contract. AGRs for this contract are:

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any FISC Yokosuka (including Sites/Detachments) warranted KO or their authorized representative.

11.2. Advance Notice Period for Orders: The HS Contractor shall deliver the supplies and services listed on Exhibit A (not to include items marked as “Reserved” or TBD”) in accordance with the time and date set by the order so long as the order is issued by an AGR at least 48 hours prior to the required delivery date and time. The HS Contractor shall use its best reasonable effort to deliver supplies or services marked as “Reserved” or “TBD” in accordance with an order’s delivery schedule or time so long as the AGR and the HS Contractor come to agreement on the price of the “Reserved” or “TBD” item at least 48 hours in advance of the required delivery date and time. Occasionally, there may be short notice orders of less than 48 hours, which the HS Contractor shall support if possible. If the HS Contractor cannot support these requirements within 48 hours, then the AGR may satisfy them from other sources.

11.3. Substitutions: Substitution of ordered CLIN shall not be allowed unless authorized and accepted in writing by the AGR, which could be the SUPPO or FISC Detachment Singapore Contracting Officer. If accepted by the AGR or requiring vessel, substituted CLINs shall only be charged at a rate not to exceed that of the originally ordered CLIN. An example would be if a 20-passengerbus was ordered, but was not available and the HS Contractor substituted two 10 passenger-vans. The HS Contractor shall charge a rate for the 10 passenger vans that does not exceed the rate for the one 20-passenger bus.

11.4. Cancellation of Orders:

11.4.1. Unless otherwise provided herein, in the event an order, or any portion of an order, is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. If several deliveries are required to satisfy an order or portion of an order, i.e., garbage pick-up and disposal on each of five days, then the 48-hour notice period shall be computed from each of the required delivery dates. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for

termination costs in accordance with the contract clause titled "Termination for the Government's Convenience (FAR 52.212-4)", of the clause entitled "CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS."

11.4.2. In rare cases, when ordering items requires long lead times, the Government may apply the Termination for the Government's Convenience clause as referenced above even though an order was cancelled prior to 48 hours before a required delivery.

11.4.3. In every case, the HS Contractor is responsible for taking all necessary steps to mitigate the U.S. Government's damages or termination costs. As part of its mitigation, the Government reasonably expects that the HS Contractor shall consider these cancellation rights as it enters into agreements with its subcontractors and suppliers.

12. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English. All electronic communication between visiting vessels and the HS Contractor shall be copied to the FISC Detachment Singapore Contracting Officer and Logistic Support Representative.

13. STANDARDS FOR PROFESSIONAL SERVICES

13.1. The HS Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning cost and performance issues throughout the locations covered by this Contract.

13.2. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

13.2.1. The performance standards are explained in the Quality Assurance Surveillance Plan (QASP) – See Attachment 9.

13.3. The HS Contractor shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

13.4. The HS Contractor shall ensure that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

13.5. The HS Contractor shall ensure that subcontractors comply with these requirements.

14. HEIGHTENED VIGILANCE

14.1. The HS Contractor shall be alert at all times in order to contribute to the protection of the ship and its crew. The HS Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The HS Contractor shall report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

14.2. The HS Contractor shall fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the HS Contractor shall identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the HS Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The HS Contractor shall arrange introductions to these host counterparts if requested and make

available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

15. EQUIPMENT - All vehicles, watercraft, and equipment provided must be in sound mechanical condition, be in compliance with local laws and specifications, meet all local safety standards, and have all required current certifications and insurance.

16. GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM) – In the event that the HS Contractor is required to use government equipment, the HS Contractor shall be responsible for all loss or damage to, or the destruction of, Government property in its possession. The HS Contractor shall not be responsible for damage due solely to normal wear and tear.

17. CONTRACT PRICING

17.1. Contract Currency - All contract prices are in U.S. Dollars (US$).

17.2. Fixed Price (other than items in which the price is set by a Port Tariff or other controlled price)- Prices are firm-fixed-price per unit and are inclusive of ALL costs.

17.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. The following non-exclusive set of costs is included in the unit price: labor performed during normal working hours, overtime for work performed outside normal working hours, weekend hours, holidays, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

17.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

17.2.3. Pre-Positioning / Pre-Staging - All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

17.2.4. Repositioning equipment. All repositioning of equipment when required shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

17.2.5. All Government taxes are included in the unit cost.

17.3. Port Tariff (PT) or other controlled prices - (See Exhibit B - Port Tariffs). When the HS Contractor obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list, then the HS Contractor shall be reimbursed for the published price of the item. The HS Contractor shall not be paid an amount in addition to the published price of the item. These items are listed on Exhibit B, Port Tariff items.

17.4. Time Calculations - Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged.

17.5. Demurrage - Demurrage charges shall only be charged if the HS Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but, due to the fault of the government, was not attended to until 1500 hrs when pumping begins. The HS Contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs). Demurrage charges will be charged as stated in the schedule of supplies and services. This only applies to CLINs that have demurrage charges as sub-CLINs.

18. Management Services -Operations Other than War (OOTW) CLINs. When supplies or services are ordered under the Operations Other than War (OOTW) CLIN, the Government will clearly identify the days during the performance period for which it is ordering Management Services. Because of the range of situations under which the Government may order supplies and services under the OOTW CLINs, there is less certainty that the Government will order Management Services for each day of an Operation Other Than War than when the Government orders husbanding services. The HS Contractor is not required to provide any services described under the OOTW Management Services CLINs on those days for which services are not ordered.

19. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

CHT	Collection, Holding Transfer Sewage Removal and Disposal
CU M	Cubic Meter
DAO	Defense Attaché Officer
DY	Day
EA	Each
GL	Gallon (3.785 Liters)
HR	Hour
IDD	International Direct Dialing
JB	Job
LO	Lot
M	Meter
MIN	Minimum
NSP	Not Separately Priced
OOTW	Operations Other Than War
PAX	Passenger
PK	Package
PT	Port Tariff
QTY	Quantity
TBD	To Be Determined
TP	Trip

20. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any supply or service.

- CAMELS: See Fenders

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the year of the contract. The base year is zero (0), the first Option Year is one (1), and the second Option Year is two (2). (For example a base year would be 0XXX, and the first Option Year is 1XXX, and the second Option Year is 2XXX.) The second digit indicates the Lot number. (For example Lot 1 would be X1XX, Lot II would be X2XX) If there are no Lots in the contract then the second digit will be zero. (For example X0XX) The third and fourth digits are the service or supply item number. (For example XX01 is the first item, XX02 is the second item, and so forth.) If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX11 for Force Protection could be divided into XX11AA for Beach Guard Office and XX11AB Dive and Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: A calendar day.

- Delivery Order (D.O.)/Task Order: A delivery order is an order for supplies and a task order is an order for services placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge.

- FORCE PROTECTION (FP). Security measures to protect a ship and its crew from dangerous situations such as terrorist actions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL (GFE/GFM): Items fully transferred to the HS Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Host Nation Government tax is a levy on goods and services made in the local country. The tax rate will vary with the location. The U.S. Government is often exempt from host nation Government Taxes. The Government makes no representation as to the extent to which the HS Contractor may be liable for Host Nation Government taxes.

- HOST NATION (HN): The country, which is being visited by the U.S. ship.

- HUSBAND: To provide all supplies and services required by a ship during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other HS Contractors work with the ship, and assisting with requests for Non-Contract items. To the extent practicable, the HS Contractor shall utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION (MOB & DEMOB):

  - Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

  - Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPARATELY PRICED (NSP): Item that is not separately priced. The cost for CRAFT should be factored into the Management Fee.

- POINT OF CONTACT (POC): A designated individual who is knowledgeable about an issue and is able to answer questions and make decisions concerning the issue.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples may include pilot services, tugs, picket boats, security guards, and potable water.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- RESERVED: A supply or service for which the price will be negotiated at the time of order. A "Reserved" item is an item that can be ordered when required.

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and, if so, is authorized to sign contracts and place orders.

21. HS CONTRACTOR REPRESENTATIVE – The Government shall contact the following HS Contractor person(s) for prompt contract management:

Name of Individual:	Leonard G. Francis	(b)(6), (b)(7)(C)
Title of Individual:	Executive Group Chairman/ President	
Mailing Address:	15 D Pandan Road Singapore 609266	
Tel No: (Work)	(65) 62685300	(b)(6), (b)(7)(C)
Fax No:	(65) 62707240	
Mobile:	(65) 9798-3155	
E-mail address:	Leonard@glennmarinegroup.com glenncom@glennmarinegroup.com	(b)(6), (b)(7)(C)@glennmarinegroup.com glenncom@glennmarinegroup.com

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		1	Lot		NSP

MINIMUM GUARANTEE
FFP
This line item does not order goods or services. It may be issued on task order/delivery order number 00MG for the sole purpose of recording the obligation of funds associated with the minimum quantity under this basic contract.
FOB: Destination

MAX NET AMT

ACRN AA $0.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		668,036.51	Lot	$1.00	$668,036.51 EST

Husbanding Services Vietnam & Cambodia
FFP
Base period is from contract award date through 30 Nov 2009.

See attached Exhibit A for CLINs & sub-CLINs under this CLIN.

All prices are FOB destination and in U.S. dollars.

FOB: Destination
PURCHASE REQUEST NUMBER: N4034508RCSG0001

MAX NET AMT $668,036.51 (EST.)

ACRN AB $668,036.51
CIN: N4034508RCSG00010002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001					$0.00
OPTION	NOT TO BE USED FFP FOB: Destination				
				NET AMT	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002		666,536.51	Lot	$1.00	$666,536.51 EST
OPTION	Husbanding Svcs Vietnam & Cambodia FFP See attached Exhibit A for CLINs & sub-CLINs under the Option I period. All prices are FOB destination and in U.S. dollars. FOB: Destination				
				MAX NET AMT	$666,536.51 (EST.)
	ACRN AC CIN: 00000000000000000000000000000				$666,536.51

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9000				UNDEFINED	$0.00
	Exhibit A - ELIN's FFP Do not enter price total on this page. FOB: Destination PURCHASE REQUEST NUMBER: N4034508RCSG0001				
				MAX NET AMT	$0.00
	ACRN AB CIN: 00000000000000000000000000000				$0.00

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT
TASKS: The HS Contractor shall perform the following tasks when ordered by an AGR.

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 1 – Classifications of Navy Ships)

1.1 PRE-ARRIVAL HUSBANDING DUTIES. Except for the services described below at paragraphs 1.1.6 and 1.1.8, the HS Contractor shall be compensated for providing the Pre-Arrival Husbanding Duties described in this section by the Government's order and payment for the initial day of Management Services and one additional day of Management Services at the subsequent day rate. Compensation for staging (paragraph 1.1.6 below) is addressed at paragraph 17.2 of the Section B1 Overview. Compensation for assisting the ship's Advance Party is addressed below at paragraph 1.1.18. Except when the facts detailed in paragraph 1.1.18 apply, the Government will not typically issue a separate order for Pre-Arrival Husbanding Duties.

1.1.1. The HS Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The HS Contractor shall order requested services and supplies.

1.1.3. Pre-arrival CRAFT Cost Estimate - The HS Contractor shall furnish to each ship and FISC Detachment Singapore Contracting Officer a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract, Resrved, TBD or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship and the Contracting Officer within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship's arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs. The portion of the LOGREQ that covers items that are pre-priced in the contract, when submitted by, under authority of, or on behalf of an AGR, is an order under this contract. Orders for Reserved, TBD, or non-contract items will be finalized once the AGR and HS Contractor agree on a price as described at Section B1, paragraph 11.2.

Orders placed by a LOGREQ may be cancelled in whole or in part as described in the Cancellation of Orders paragraph of this contract.

1.1.4. These estimates shall be provided for all US Navy, Military Sealift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the HS Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U. S. Defense Attaché's Office.

1.1.6. The HS Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

1.1.7. The HS Contractor shall coordinate with other US government Contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

1.1.8. The HS Contractor shall assist the ship's Advance Party to include planning and coordination meetings. The HS Contractor shall not be required to expend more than 32 manhours assisting the ship's advance party or to expend more than $1,000 for the travel, meals, and lodging of its personnel assisting the ship's advance party unless it is provided a separate order for Advance Party Pre-Arrival Husbanding Services or unless an AGR orders a mutually-acceptable number of days of Management Services (not to exceed the total number of days for the visit)

and the HS Contractor confirms in writing that payment for the days of Management Services that have been ordered will provide full compensation for the Pre-Arrival Husbanding Duties.

1.2. POST-ARRIVAL HUSBANDING DUTIES

1.2.1. The HS Contractor shall Husband the ship while it is at the berthing location.

1.2.2. The HS Contractor shall install all ordered equipment upon the ship's arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The HS Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The HS Contractor shall brief the designated ship representative about HS Contractor-provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. The HS Contractor shall provide its POC information with 24-hour contact phone numbers.

1.2.5. The HS Contractor shall provide the SUPPO upon ship's arrival a copy of The Schedule and Performance Work Statement (PWS), applicable port tariffs and current prices for frequently ordered services such as laundry services.

1.2.6. Money Exchange Services:

1.2.6.1. The HS Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. The HS Contractor shall maintain adequate records justifying its basis for determining the Official Exchange Rate and shall make those records available to the AGR upon request. This Official Exchange Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.6.2. The HS Contractor shall arrange for authorized moneychangers to exchange U.S. dollars for ship personnel into local currency. Money Exchange services shall be made available onboard ship to crewmembers at least two hours daily with buy-back service on the day before the ship's departure. The moneychangers may include a commission of not more than plus or minus 1.5% difference from the Official Exchange Rate described above.

1.2.7. Laundry Services:

1.2.7.1. The HS Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure.

1.2.7.2. The HS Contractor shall assist in resolving vendor billing discrepancies.

1.2.8. Interpreter Services:

1.2.8.1. All HS Contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port.

1.2.8.2. The HS Contractor shall provide all interpreter services to assist the Supply Officer to assure timely delivery and performance of the supplies and services ordered by the Supply Officer under this contract or any other contract in support of the ship's visit. This limited set of interpretor services is required under the Management Services CLIN and is separate from the interpretor services required under CLIN XX19.

1.2.9. Mail Delivery Services: The HS Contractor shall provide mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

1.2.10. Moral Welfare and Recreation (MWR) Services:

1.2.10.1. The HS Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) HS Contractor servicing the ship.

1.2.10.2. If an ITT contract has been awarded which covers the location of the ship's visit then the HS Contractor must refer all MWR requests to the authorized ITT Contractor. If awarded, the ITT Contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HS Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

1.2.11. Passing Ship's Orders: The HS Contractor shall coordinate and pass orders, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts. This service includes all necessary actions to facilitate the acceptance of supplies or services ordered under Government contracts. The HS Contractor shall also arrange for these Contractors to submit invoices and receive payments by the ship if it has a mutual agreement with the other Contractors to perform these services for them. Any disputes or discrepancies arising from the order will be resolved directly between the ship and the other Contractor(s) with assistance from the HS Contractor and FISC Detachment Singapore.

1.2.12. Customs & Immigration: The HS Contractor shall assist ship personnel with immigration and customs requirements necessary for them to enter the country where the ship's visit is to be performed. This includes providing Visa and Customs application forms. The HS Contractor shall contact the FISC Detachment Singapore prior to arrival to ascertain how many personnel will require assistance.

1.2.13. The HS Contractor shall facilitate the ship's timely departure.

1.2.13.1. The HS Contractor shall provide a timely cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.13.2. The HS Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided.

1.2.13.3. The HS Contractor shall remove all provided equipment.

1.3. ARRANGING SUPPLIES AND SERVICES

1.3.1. Purchase order to be issued to a vendor other than the HS Contractor for additional supplies and services. When requirements exist for supplies or services that are not included on the Schedule of Supplies and Services as priced, Reserved, or TBD, the HS Contractor shall assist the Supply Officer of the vessel in obtaining information from, and delivering information to, reliable sources for these items by identifying responsible sources, performing market surveys, providing pricing information from at least three sources whenever feasible, and delivering Government orders. In obtaining or delivering this information, the HS Contractor shall inform the potential sources that it is solely obtaining and delivering information for the U.S. Navy, and is not entering into any contractual commitment. The information obtained shall be submitted to the ship's Supply Officer who shall make the acquisition selection decision and issue appropriate contractual documents and courtesy copy to FISC Detachment Singapore Contracting Officer. The ship's Supply Officer shall normally issue a purchase order to the selected vendor rather than issuing an order to the HS Contractor that requires the HS Contractor to provide the supplies or services. The HS Contractor shall deliver to the vendor the Supply Officer's or Contracting Officer's order to purchase the supplies or services. This order shall be in writing (facsimile and electronic transmission

included) and signed by the Supply Officer or Contracting Officer specifying the price, item(s), quantity, and delivery requirements of the order. The HS Contractor shall facilitate receipt of the items by the ship. The HS Contractor shall not arrange unofficial requirements or personal requests from individual crewmembers under auspices of this contract. The HS Contractor shall use the specifications for FF&V, Bread, and Eggs that are included as part of this contract when arranging for those supplies.

1.3.2. Supplies and services to be provided by the HS Contractor. In the event the above process cannot be followed by the ship's Supply Officer, and the ship's Supply Officer orders the additional supplies and services from the HS Contractor, the HS Contractor is still responsible for promoting competition to the maximum extent practicable to obtain supplies and services from the source whose offer is the most advantageous to the Government. In addition, if the supply or service required is greater than $3,000, the HS Contractor shall provide information on the results of competition conducted by providing: name of the sources contacted, amount of each offer received (indicating the items ordered, quantity, unit price and total price) and rationale for decision. Any communication concerning non pre-priced items to be acquired under this subparagraph will not be considered an order until the HS Contractor and the AGR have agreed on a price for the supplies or services. This information must be provided to FISC Detachment Singapore Contracting Officer during the ship visit or not later than 7 days after the ship's departure from the visited port. The HS Contractor's record of promoting competition as required by this paragraph will be evaluated based on the criteria established in Section B1, Overview, paragraph 13, Standards for Professional Service.

1.3.3. Purchasing procedures. Not later than 60 days after contract award, the HS Contractor shall submit written policy and procedures on Arranging Supplies and Services (to include purchasing procedures). The Contracting Officer will review the plan for acceptability, and may require revisions to the policy. When the Contracting Officer deems the written policy and procedures acceptable to the Government, the Contracting Officer will approve the plan.

1.4. FRESH FRUITS AND VEGETABLES (FF&V), BREAD, EGGS, AND OTHER SUBSISTENCE ITEMS

1.4.1. When requested by the ship, the HS Contractor shall assist in arranging for the timely provision of FF&V, Bread and Eggs and other subsistence items. FF&V shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using nightsoil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. The HS Contractor shall assure that the provider of items arranged under this line item furnished to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars (Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Delivery charges shall be included in the price rather than being shown separately.

1.4.2. If the total cost of FF&V and subsistence items ordered and received by a ship under this contract exceeds $10,000.00 for a port visit, the HS Contractor shall submit a report via e-mail to FISC Detachment Singapore within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the HS Contractor shall provide copies of all quotes obtained. This report is in addition to the CRAFT report.

1.4.3. The HS Contractor shall ensure that the sources it recommends to the ship's SUPPO for the supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection is provided as Attachment 7.

1.4.4. The HS Contractor shall consider this requirement for inspection of sources when recommending or selecting suppliers of subsistence items. Under no circumstances should the HS Contractor recommend or offer for acceptance subsistence items from non-approved sources.

1.4.5. The HS Contractor shall comply with the Quality Assurance Provisions as per Attachment 8 when providing or arranging to provide FF&V, bread, eggs, and other subsistence items.

1.5. PRE-SAILING VISIT: The HS Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the HS Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The HS Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the HS Contractor's best estimate and an adjustment will be made later.

1.5.1. The payment will be made by the ship prior to departure from the port. If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Officer, U.S. Navy Region Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury check. The HS Contractor must accept the U.S. Government commercial purchase card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPC is the MasterCard. If a ship uses a U.S. Government credit card, the ship shall reimburse the HS Contractor any surcharge imposed by the financial institution processing the credit card transaction up to three (3) percent. Upon award of contract, the HS Contractor shall provide evidence furnished by the Financial Institution of the credit card surcharge.

1.5.2. The HS Contractor shall also provide any invoices for port tariff items which have been completed for certification by the ship's Supply Officer.

1.5.3. Copies of all invoices presented to the ship shall be provided to FISC Detachment Singapore Contracting Officer within seven (7) working days from the departure of the visiting vessel.

1.5.4. The HS Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The HS Contractor's point of contact for this information shall be the Command Duty Officer, Supply Officer, or his designated representative.

2. OPERATIONS OTHER THAN WAR (OOTW) – DISASTER RELIEF MANAGEMENT FEE (First Day and Subsequent Days) AND OPERATIONS OTHER THAN WAR OOTW)/CONTINGENCY EXERCISE LOGISTICS SUPPORT – MANAGEMENT FEE (First Day and Subsequent Days)(LOT 5) (CLIN XX34 and CLIN XX35)

2.1 CLINs XX34 and XX35 authorize the Government to order Management Services in support of Operations Other Than War. Recognizing that the specific Management Services that may be required will likely vary depending on the particulars of the individual Operation Other Than War, the CLINs are priced on a per person/per day basis. At the time the Government orders services under the CLINs it will provide the HS Contractor a detailed list of tasks that the HS Contractor shall perform. The tasks shall be within the scope of the tasks further described below. The HS Contractor shall use its best efforts to fully perform the set of tasks within the limitation of the number of persons/number of days of service ordered by the Government. The HS Contractor shall promptly notify the Government if it believes that it will be unable to fully perform the specified tasks because the Government has not ordered sufficient services under these CLINs.

2.2. Operations Other Than War (OOTW), sometimes referred to as “contingencies”, are defined as emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. In addition to rescue and humanitarian relief missions, military contingencies can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property; training efforts and exercises in preparation for actual contingencies shall also be included.

2.3. An exercise is defined as a prearranged, preplanned evolution being conducted between the U. S. Government and a foreign nation for Humanitarian, training, or other purpose of a specified duration. The name of the event will generally, but may not always, include the word “exercise.”

2.4. Logistic Support is defined as goods and services provided in a background framework to an operation or an exercise. Logistics Support can take place in the immediate vicinity of the operation/exercise or a great distance away.

2.5. If the Government has need of Management Services in support of an Operation Other Than War for disaster relief response, it will order Management Services under CLIN XX34. If the Government has need of Management Services in support of an Operation Other Than War for other purposes, it will order Management Services under CLIN XX35.

2.6. The HS Contractor shall furnish personnel who are familiar with the manner in which the U.S. Navy operates, speak the local language that is normally used at the site of the OOTW, and speak and read English. The HS Contractor shall ensure that the personnel provided under these CLINs arrive at the OOTW site by the date and time specified in the order. The Government may require that personnel arrive as soon as 24 hours after the order is issued. The First Day and Subsequent Day Management Fee rates shall include any costs for the HS Contractor employees to travel to and from the OOTW site, and the costs of food and lodging for the HS Contractor while at the OOTW site. HS Contractor employees will not normally be provided meals or lodging at U.S. Government expense nor will they typically be entitled to Government-furnished lodging and meals on a reimbursable basis.

2.7. For each increment of one person for one day that the Government orders, the HS Contractor shall provide one qualified employee to work on tasks identified at the time the order is issued for a period of at least 12 hours per day. The HS Contractor employee will normally perform those tasks at the OOTW site. The HS Contractor shall provide the Government a Point of Contact for questions and issues that arise in connection with the tasks identified at the time the order is issued who can be contacted during the portion of the 24-hour day that the HS Contractor’s employee is not at the OOTW site.

2.8. These are not personal services CLINs. HS Contractor employees performing services under these CLINs will perform the tasks identified by the Government at the time the order is issued. The HS Contractor employees performing the services are under the supervision and direction of the HS Contractor. Should the Government have concerns with the manner in which the tasks are being performed or have a need to modify the tasks, it shall contact the HS Contractor.

2.9. Services that may be required under this CLIN include, but are not limited to, providing interpreter support, providing expertise on locally-sensitive cultural issues, liaison with local political and police authorities, and providing technical assistance in acquiring necessary supplies and services. A sample list of the type supplies and services that the Government may require assistance in acquiring is attached at Exhibit D. The HS Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the HS Contractor shall make every effort to locate at least three sources. As with the Management Services CLINs for Husbanding Services, the Government may also direct the HS Contractor to acquire necessary supplies and services under these OOTW CLINs that the Government requires.

2.10. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, these CLINs will apply. If a similar Management Service is ordered for delivery in the port vicinity and the requirement is received from the ship or a contingent on the ship, the HS Contractor’s Husbanding fees and CLINS shall apply.

2.11. If an advance party arrives in a country for OOTW and requires services under these CLINs prior to the start of the OOTW event, the HS Contractor shall be compensated for the services provided at the subsequent day rates for these CLINs. The HS Contractor is not required to provide any services to an advance party under these OOTW CLINs without first receiving an order for such services from an AGR. The HS Contractor may be required to

support multiple operations at the same time, or a single operation at multiple locations, the HS Contractor may bill for each operation/location for which the HS Contractor's services are ordered.

3. BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The HS Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The HS Contractor shall place additional fenders between the breasting barge and the ship when requested.

3.3. The HS Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. BROW (CLIN XX04)

4.1. The HS Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not damage the surface of the pier.

4.2. Due to the dramatic height difference between the submarine deck and pier, the HS Contractor provided submarine brow must afford personnel a smooth and safe transit when entering or exiting thesubmarine deck. Also, the submarine brow must be capable of supporting shorepower cables without damaging the cable.

5. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX05)

5.1. The HS Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

5.2. The HS Contractor shall remove sewage from the ship in HS Contractor-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

5.3. The HS Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

5.4. The HS Contractor shall provide CHT hoses of sufficient length from HS Contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

5.5. When collection of CHT is done via barge, the HS Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship.

5.6. The HS Contractor shall properly dispose of all sewage in accordance with Section B1 - OVERVIEW of the contract section, paragraph 13, Standards for Professional Services.

5.7. The HS Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements.

6. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX06)

6.1. The HS Contractor shall arrange for landlines to be installed aboard the ship.

6.2. The HS Contractor shall provide fully charged, mobile hand phones with chargers capable of using dual voltage. Each mobile phone provided shall include a spare battery and an operating manual/instruction with published rates for usage.

6.3. The HS Contractor shall provide activation, auto roaming, long distance accounts, and airtime for land and mobile hand phones.

6.4. The HS Contractor shall provide commercial telephone services and sale of phone cards for personal use by crewmembers.

6.5. The HS Contractor shall provide pre-paid International Calling Cards for official use.

7. CRANE (CLIN XX07) - The HS Contractor shall provide cranes with operators, required assistant personnel (minimum two assistants), and support equipment such as slings, lifting bars, and nets. When ordered, the HS Contractor is required to provide mobile crane services (shore crane and floating crane) with operator. The HS Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

8. DOCKAGE AND WHARFAGE (CLIN XX08) - The HS Contractor shall provide pier and wharf usage.

9. FENDERS (CLIN XX09) - The HS Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

9.1 The HS Contractor shall provide camels as fenders for the ship.

10. FLEET LANDING (CLIN XX10) - The HS Contractor shall provide a Fleet Landing site at designated piers. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct Force Protection (FP) operations. The HS Contractor shall ensure that this area is kept clean during the ship visit in port.

11. FORCE PROTECTION (CLIN XX11)

11.1. General (CLINs XX01 & XX02): The HS Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The HS Contractor must develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The HS Contractor must coordinate all aspects of FP planning and services with Port Authorities, HN agencies, and U.S. Embassy security staff. If the HN is supplying FP assets the HS Contractor must verify they are available and are scheduled to show up on time. The HS Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR. The HS Contractor shall not add any requirements unless first receiving direction to do so as provided at paragraph 11.2 below.

11.1.1. Access Points: The HS Contractor shall establish a single entry and exit point to the pier area.

11.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

11.1.3. Personnel Identification: The HS Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.

11.1.3.1. Background Checks. The HS Contractor shall conduct security background checks on employees with local or national police departments or other government organizations. The HS Contractor shall not

use employees if the results of their background investigation indicate they may be a security risk to the ship or its crewmembers.

11.1.3.2. The HS Contractor shall issue photo identification badges to its personnel and ensure subHS Contractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times.

11.1.3.3. The HS Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as HS Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

11.1.4. Access Lists: The HS Contractor shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to ship FP officers, security guards, and other Contractors as required.

11.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

11.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work.

11.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

11.1.5. Inspections. The HS Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before continuing their work.

11.1.6. Stand-Off Distances:

11.1.6.1. Objects: To the maximum extent practicable the HS Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.

11.1.6.2. Unloading Zones: To the maximum extent practicable the HS Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship.

11.1.7. Warning Signs: The HS Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

11.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.

11.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area, Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)

- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

11.1.8. Ship Schedules: The HS Contractor shall protect ship schedule information, both paper-based and electronic, from to individuals and contractors that are not directly involved in providing services to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect the ship schedule information shall be flowed down to all individuals and contractors that are direcly involved or may be directly involved or may be directly involved in providing service to the Navy under this contract. The HS Contractor's written policy shall describe the required measures to protect ship schedule information.

11.2. Non-Contract FP Measures: The HS Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Detachment Singapore Contracting Officer. The HS Contractor must explain what the added FP service will include and why it has been requested. The Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the HS Contractor will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

11.3. Beach Guard Office or Tent (CLIN XX11AA)

11.3.1. The HS Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ship's personnel while performing security checks on personnel, baggage, and vehicles.

11.3.2. The office or tent will be large enough to accommodate a minimum of five (5) people. The tents shall have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The HS Contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 LB, CO_2 fire extinguisher shall be provided and kept fully charged.

11.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

11.4. Dive and Vetting Operations (CLIN XX11AB)

11.4.1. The HS Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

11.4.2. The pier will be vetted prior to the ship's arrival.

11.4.3. To the maximum extent practicable the HS Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship..

11.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

11.4.5. The HS Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

11.5. Floating Line of Demarcation (CLINs XX11AC through XX11AE)

11.5.1. The HS Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers but is to help identify a safe standoff zone.

11.5.2. The HS Contractor shall comply with the specification of the FLD in Attachment 2.

11.6. Perimeter Fencing (CLIN XX11AF)

11.6.1. The HS Contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the HS Contractor will provide portable chain link fencing with vehicle and walk up entrances.

11.6.2. The perimeter fence provided by the HS Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved
Entry Point: Entry available for vehicles and personnel.

11.7. Physical Security Barriers (CLIN XX11AG through XX11AJ)

11.7.1. The HS Contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

11.7.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used. As well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

11.7.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zigzag patterns to control the speed of access.

11.7.4. A personnel entry point must be established through the barriers.

11.7.5. Barriers may also be used to seal off secondary Port gates.

11.7.6. All barriers must be placed prior to a ship's arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

11.8. Picket Boats (CLIN XX11AK through XX11AN)

11.8.1. The HS Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

11.8.2. The HS Contractor shall comply with Attachment 3 for picket boat operations and specifications.

11.9. Portable Lighting (CLIN XX11AP)

11.9.1. The HS Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Port's installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship.

11.9.2. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

11.10. Security Guards Services (CLINs XX11AQ through XX11AT)

11.10.1. The HS Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

11.10.2. The HS Contractor shall comply with Attachment 4 for security guard operations.

11.10.3. Security guards shall be armed or unarmed in accordance with Exhibit A, Schedule of Supplies and Services..

11.11. Two Way Radios (CLIN XX11AU) - The HS Contractor shall provide two way radio sets capable of communicating with the ship, picket boats and to the shore patrol designated individuals.

11.12. Hand Held Explosive Detectors (CLIN XX11AV) - The HS Contractor shall provide hand held explosive detectors capable of detecting explosives.

11.13. Hand Held Wand Metal Detectors (CLIN XX11AW) - The HS Contractor shall provide hand held metal detectors capable of detecting metal.

11.14. Walk Thru X-Ray & Metal Detector (CLIN XX11AX) - The HS Contractor shall provide a walk thru X-ray & metal detector capable of detecting metal.

11.15. X-ray Baggage Scanning Machine airport-type (CLIN XX11AY And CLIN XX11AZ) - The HS Contractor shall provide an X-ray baggage scanning machine capable of X-raying hand carried luggage and bags to determine its contents. Equipment shall be manned by professionally trained operator to operate the equipment 24 hours a day.

11.16. Under Carriage Vehicle Scanner (CLIN XX12BA) - The HS Contractor shall provide an under carriage vehicle scanner to scan vehicle undercarriages.

12. FORKLIFT WITH OPERATOR (CLIN XX12) - The HS Contractor shall provide forklifts with operators for loading and unloading operations.

13. FUEL (CLIN XX13)

13.1. Normally, fuel is provided by the HN or by other U.S. Navy bunkering contracts. However, if those sources are not available, then the HS Contractor may be required to assist in obtaining the fuel. In that case, the HS Contractor must comply with this paragraph and must ensure the attached specifications are met by the fuel provider.

13.2. If a ship requires the HS Contractor to provide fuel, the Husbanding HS Contractor shall contact the bunkering HS Contractor or HN source. If the HN or bunkering HS Contractor can provide the fuel within the time needed, the HS Contractor shall so inform the ship. However, if the HN or US Government bunkering Contractor cannot deliver

the fuel when required by the ship, the HS Contractor shall so inform the SUPPO or FISC Detachment Singapore and request approval to proceed. Only after this is done, may the HS Contractor arrange for fuel delivery.

13.3. The HS Contractor shall only charge fuel at the daily commercial fuel rate established by the port or local authorities. The HS Contractor shall provide documentation of the daily rate to the SUPPO. The fuel price charged shall be free on board the ship whether at pier side or at anchor. Compensation for all husbanding efforts or costs associated with assisting in the acquisition and delivery of fuel (for instance, dealing with customs authorities) are included in, and otherwise covered by, the daily fixed husbanding services rates set out in the Schedule of Supplies/Services of this contract.

13.4. The HS Contractor shall provide fuel in accordance with Attachment 5 – Fuel Specifications.

13.5. The HS Contractor shall provide a fuel barge or truck to transport fuel to the ship.

13.6. The HS Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

13.7. The HS Contractor shall load the ordered fuel and transport to the ship. The HS Contractor shall transfer the fuel from the fuel barge or truck to the ship. The HS Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

13.8. The HS Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

13.9. In recognition of the fact that fuel is sold by weight (metric tons) and by volume (gallons or litres), the HS Contractor shall ensure all United States ships are provided with a fuel invoice and the appropriate customs certification demonstrating the quantity of fuel provided in metric tons and in gallons or liters.

13.10. Excess Fuel Procedures: If the ship does not offload all of the fuel ordered, the HS Contractor shall store the excess fuel and diligently attempt to sell it as soon as practicable. The HS Contractor shall receive a storage fee for up to three (3) days. The HS Contractor will receive a fuel disposal fee on a reimbursable basis upon presentation of vendor invoice for disposal services.

14. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX14)

14.1. The HS Contractor shall remove and dispose of “refuse” from the ship and areas surrounding trash bins, as well as any spilled refuse.

14.2. The HS Contractor shall provide dedicated refuse bins to the ship.

14.3. If collection is done by sea, the HS Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship.

14.4. The HS Contractor shall collect all loose refuse placed adjacent to refuse bins.

14.5. The HS Contractor shall immediately clean up any spilled refuse.

14.6. The HS Contractor shall properly dispose of all collected refuse.

15. LINESBOATS (CLIN XX15) - The HS Contractor shall provide Linesboats to assist in docking line handling operations.

16. LINE HANDLERS (CLIN XX16)

16.1. The HS Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier. One "Job" covers both securing and unsecuring the mooring lines.

16.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

17. MANLIFT (WITH OPERATOR) (CLIN XX17)

17.1. The HS Contractor shall provide a manlift with operator and a full fuel tank.

17.2. The HS Contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning.

17.3. The HS Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The HS Contractor shall maintain documentation of ship personnel acknowledgement of the training.

18. MATERIAL HANDLING (CLIN XX18)

18.1. The HS Contractor shall provide material handling services for the ship. They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship, and forward the material if unable to deliver.

18.1.1. The HS Contractor shall use counter-to-counter delivery and charge by each Bill of Lading.

18.1.2. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

18.1.3. Shipping documents shall be labeled 'SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the HS Contractor.

18.2. The HS Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel.

18.3. The HS Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

18.4. The HS Contractor shall use forklifts and cranes from The Schedule.

18.5. The HS Contractor shall receive the package from the carrier and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

18.6. The HS Contractor shall deliver the package to the shp after arrival in port or the following morning.

18.7. The HS Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative or FISC Detachment Singapore.

18.8. The HS Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship.

18.9. The HS Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

19. MISCELLANEOUS (CLIN XX19)

19.1. INTERPRETER SERVICES (CLIN XX19AA) - The HS Contractor shall provide all interpreter services as ordered by the SUPPO. The interpreter shall be fluent in both spoken and written local language and English.

19.2. PORTABLE LATRINES (CLIN XX19AB)

19.2.1. The HS Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

19.2.2. The HS Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

19.2.3. The HS Contractor shall restock toilet paper, hand soap, and paper towels daily.

19.2.4. The HS Contractor shall clean latrines twice daily.

19.3. LOGISTIC SUPPORT TO GOVERNMENT TEAMS (CLIN XX19AC)

19.3.1. Government teams conduct surveys in a variety of ports in the Western Pacific theater. The Government may require the assistance of the HS Contractor in the ports to be surveyed. The HS Contractor shall provide estimated costs to the AGR and subject to approval by the AGR. The AGR shall provide DD Form 1155 or SF 1449 to the HS Contractor in support of this survey.

19.3.2. The HS Contractor shall assign an individual to participate in and assist with logistical arrangements for a team that will perform the survey. This team may visit a variety of ports in advance of ships' visits to assess the force protection levels of the port and to perform related functions. The HS Contractor's assistance shall include providing logistical support as requested by the Government, coordinating access and interviews with local officials, local husbanding services, and support HS Contractors, coordinating necessary translation services for the team, and assisting in the development of a final assessment report.

19.3.3. The HS Contractor shall invoice port surveys at the subsequent day husbanding fee for a Class I ship in the port. In addition, the HS Contractor shall be reimbursed for economy class air transportation and daily per diem rate that includes lodging, meals and other related expenses. The per diem rates shall be those set forth in the Joint Travel Regulations (JTR) at http://perdiem.hqda.pentagon.mil/perdiem/.

19.3.4. Other expenses related to the service(s) and anticipated by the HS Contractor will be invoiced and reimbursed at cost. The HS Contractor shall submit all receipts, invoices or other valid documents to support the incurred expenses. The HS Contractor shall not pay for hotels, meals, rental vehicles, telephone expenses and any other expenses that the Government team members may incur and for which they can be reimbursed under their Government travel orders.

20. OIL BOOMS (CLIN XX20)

20.1. The HS Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water.

20.2. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

20.3. The HS Contractor shall dispose all oil waste caught in the Oil Boom.

21. OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX21)

21.1. The HS Contractor shall remove oily waste and aggregate water from the ship.

21.2. The HS Contractor shall pump oily waste and aggregate water from the ship to HS Contractor provided equipment.

21.3. The HS Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed.

21.4. The HS Contractor shall provide hoses of sufficient length from HS Contractor equipment to the ship with either 2.5" or 4" quick disconnect cam lock fittings.

21.5. When removal is done via barge, the HS Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship.

21.6. The HS Contractor shall properly dispose of all oily waste and aggregate water.

21.7. The HS Contractor shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements.

22. PAINT FLOAT (CLIN XX22)

22.1. The HS Contractor shall provide paint floats to hold personnel painting the ship.

22.2. The paint float deck shall be between two (2) to three (3) meters above the waterline and the scaffolding shall be no higher than 3.5 meters from the deck.

22.3. The ship is responsible to secure the paint float to the ship if rented for more than one day.

23. PILOTS (CLIN XX23) - The HS Contractor shall provide qualified pilots to navigate the ship to and from the berthing locations.

24. POTABLE WATER (CLIN XX24) - The HS Contractor shall deliver fresh, potable water to the requesting ship in accordance with the current World Health Organization (WHO) Guidelines for drinking-water quality, located at http://www.who.int/water_sanitation_health/dwq/gdwq3rev/en/index.html, to the intake hose of the requesting ship suitable for showering, cooking and cleaning. Water availability shall be in accordance with the delivery schedule specified by the SUPPO. The ship shall test and determine acceptability of the water delivered.

25. PRATIQUE (CLIN XX25) - The HS Contractor shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

26. SHORE POWER (CLIN XX26)

26.1. The HS Contractor shall provide shore power to the ship using

26.1.1. Port provided permanent connection system.

26.1.2. Or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels.

26.2 The HS Contractor shall provide all cables and make all power connections between the generator and ship.

26.3. The availability of shore power shall be in accordance with the schedule established by the ship.

27. SHORE STEAM (CLIN XX27) – The HS Contractor shall provide shore steam to the ship.

28. STEVEDORE SERVICES (CLIN XX28) - The HS Contractor shall provide stevedores and supervisors for general labor.

29. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX29)

29.1. The HS Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

29.2. The HS Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

30. TRANSPORTATION VEHICLES (CLIN XX30)

30.1. The HS Contractor shall provide vehicle service with qualified drivers for official government business.

30.2. The HS Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

30.3. The HS Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

30.4. The HS Contractor shall provide drivers who can speak and understand English clearly.

30.5. The HS Contractor shall provide only vehicles with air conditioning.

30.6. The HS Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

30.7. The HS Contractor shall return all items left in rental vehicles to the ship's SUPPO or to FISC Detachment Singapore if the ship has departed.

30.8. The HS Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

30.9. If the unit of issue is by “Day”, then the rental period shall constitute 12 hours.

31. TUGS (CLIN XX31)

31.1. The HS Contractor shall provide tugs to bring ships to and from berthing locations.

31.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

31.3. Tow ropes shall be synthetic ropes with a minimum strength of at least 80 tons.

31.4. If tugs are not available through the port authority, the HS Contractor shall use commercially available tugs.

32. WATER TAXIS (CLIN XX32)

32.1. The HS Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 6 – Water Taxi Specifications.

32.2. The HS Contractor shall return all items left in water taxis to the ship's SUPPO or FISC Detachment Singapore.

32.3. The HS Contractor shall obtain written acknowledgement of water taxi service by the ship's duty officer onboard. Logs shall be used to document arrival and departure times.

33. CRAFT REPORT (CLIN XX33)

33.1. The HS Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit C - CRAFT.

33.2. The report shall be submitted to FISC Detachment Singapore Contracting Officer within seven (7) working days of each ship's departure.

34. OPERATIONS OTHER THAN WAR (OOTW) – DISASTER RELIEF – MANAGEMENT FEE (CLIN XX34) and OPERATIONS OTHER THAN WAR (OOTW)/CONTINGENCY EXERCISE LOGISTICS SUPPORT – MANAGEMENT FEE (CLIN XX35).

See Paragraph 2 above

35. OOTW COST REPORT (CLIN XX36)

35.1. The HS Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for each OOTW event, showing what services or supplies were ordered from the contract and what was actually provided. The sample report format is provided in Exhibit D – CRAFT.

35.2. The report shall be submitted to FISC Detachment Singapore Contracting Officer within seven (7) working days of each OOTW events' completion.

Section D - Packaging and Marking

PER INDIVIDUAL DEL/TASK ORDER
Task Orders shall be issued upon funds availability. See schedule.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
1001	N/A	N/A	N/A	Government
1002	N/A	N/A	N/A	Government
9000	N/A	N/A	N/A	Government
9001	N/A	N/A	N/A	Government

Section G - Contract Administration Data

INVOICE AND PAYMENTS

1. The HS Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the HS Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The HS Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the HS Contractor's best estimate and an adjustment will be made later.

2. The payment will be made by the ship prior to departure from the port. If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Officer, U.S. Navy Region Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury check. The HS Contractor must accept the U.S. Government commercial purchase card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPC is the MasterCard. If a ship uses a U.S. Government credit card, the ship shall reimburse the HS Contractor any surcharge imposed by the financial institution processing the credit card transaction. The Government will not reimburse a credit card surcharge for an amount greater than 3% of the invoice amount. Upon award of contract, the HS Contractor shall provide evidence furnished by the Financial Institution of the credit card surcharge.

3. Copies of all invoices presented to the ship shall be provided to FISC Detachment Singapore Contracting Officer within seven (7) working days from the departure of the visiting vessel.

ACCOUNTING AND APPROPRIATION DATA

AA: Funds shall be provided at the time of contract award to be issued with the task order.
AMOUNT: $0.00
CIN 00000000000000000000000000000000: $0.00

AB: To be cited on each delivery or task order
AMOUNT: $668,036.51
CIN 00000000000000000000000000000000: $0.00
CIN N4034508RCSG00010002: $668,036.51

AC: FUNDS SHALL BE PROVIDED AT THE TIME OF ISSUANCE OF TASK OR DELIVERY ORDER.
AMOUNT: $666,536.51
CIN 00000000000000000000000000000000: $666,536.51

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses http://acquisition.gov/comp/far/index.html
DFAR Clauses http://www.acq.osd.mil/dpap/dars/dfars/index.htm

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-36	Payment by Third Party	MAY 1999

INCORPORATED BY FULL TEXT
ADDITIONAL CONTRACT TERMS AND CONDITIONS

(a) Oral Orders (Indefinite Delivery Contracts) (SUP 5252.216-9402) (JAN 1999). Oral orders may be placed, provided the following conditions are complied with:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.

(3) Invoices for supplies or services furnished in response to total orders will be accompanied with a received copy of each related delivery ticket.

(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

(b) Written Orders (Indefinite-Delivery Contracts) (SUP 5252.216-9403) (JAN 1992). Written orders on Standard Form 1449/DD Form 1155 will contain the following information, consistent with the terms of the contract:

(1) Date of order;
(2) Contract number and order number;
(3) Item number and description, quantity, and unit price;
(4) Delivery or performance date;
(5) Place of delivery or performance (including consignee);
(6) Packaging, packing, and shipping instructions, if any;
(7) Accounting and appropriation data;
(8) Any other pertinent information.

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Removed].

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___(iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

__ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

___ (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).

___ (16) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

_X_ (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

___ (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of theVietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

_X_(24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

___ (ii) Alternate I (AUG 2007) of 52.222-50.

___ (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (26) FAR 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) .

___ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (28) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (29)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (31) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (35) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (7) 52.237-11, Accepting and Dispensing of $1 Coin (AUG 2007)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award date through 30 Nov 2009.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $5,000.00 , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:
(1) any order for services in support of more than three (3) vessels in a single port at the same time or any order to husband in excess of four (4) ships at the same time in the geographic area covered by this contract. The three vessel mix shall be defined as one (1) Class IV or below and two (2) Class III or below in a single port.

(2) Any order for a single item in excess of the maximum quantity for that item which is identified in the pricing schedule, Exhibit A, of this contract.

(3) Any order for a combination of items in excess of the maximum quantity for the applicable performance period of this contract; or

(4) A series of orders from the same ordering office within 120 days that together call for quantities exceeding the maximum quantities identified in the pricing schedule by more than 200 percent (200%).

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one (1) day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 days following the conclusion of the contract term in which the order is issued.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days before the contract expires.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 18 months.

(End of clause)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2008)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

__X 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(3) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).

(4) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) ___ 252.225-7012, Preference for Certain Domestic Commodities (MAR 2008) (10 U.S.C. 2533a).

(6) ___ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) ___ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (OCT 2006) of 252.225-7036.

(13) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(14) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(15) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(16) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(17) ___ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports(MAR 2008) (10 U.S.C. 2227).

(18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(19) X__ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(20)(i) ___ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) ___ Alternate III (MAY 2002) of 252.247-7023.

(21) ___ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all—

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting officer.

(End of clause)

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(End of clause)

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUNE 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

(End of clause)

252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless—

(1) Approved in writing by the Contracting Officer;

(2) Made in accordance with the laws and regulations of the United States of America; and

(3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract of any plans, specifications, or other similar documents relating to work under this contract, if marked “Top Secret,” “Secret,” or “Confidential” be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for

payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall—

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

AUTHORIZED CHANGES ONLY

Authorized Changes Only By The Contracting Officer (SUP 5252.243-9400) (JAN 1992)

(1) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(2) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(3) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and FAX telephone number of the Procuring Contracting Officer (PCO) are:

Commercial Address:	FISC Detachment Singapore PSA Sembawang Terminal Deptford Road, Building 7-4 Singapore 759657
Military Address:	PSC 470, Box 2150 FPO AP 96534-2150
FAX Numbers:	(65)-6-750-2639

PROVISIONS FOR WOOD PRODUCTS

Provision for Wood Products SA 03-05 NAVSUP CLAIMANCY POLICY - Pinewood Nematode (microscopic roundworm) Free Non-Manufactured Wood Pacing (NMWP) Material (SWPM) (Nov 2002) NAVSUP

(1) Definition. 'Pinewood nematode' as used in this provision, means a microscopic roundworm that has infested coniferous (softwood) trees.

(2) All non-manufactured wood lumber, pallets boxes, crates, containers, reels blocking and bracing, dunnage, drums, etc. for all shipments are required to be certified pest- (pinewood nematode) free. All wood pallets, boxes, crates, containers, reels, blocking and bracing, dunnage, drums, etc. ordered/delivered from vendors/suppliers shall be heat-treated and marked to the American Lumber Standards Committee (ALSC), NMWP policy and enforcement standards. The approved method for ensuring NMWP material is pinewood nematode free is as follows:

(i) Heat-treated to a minimum core temperature of 56°C(133°F) for at least 30-minutes in a closed chamber that has been tested evaluated, and approved officially for this purpose. In addition, the susceptible wood shall display an officially approved heat-treated marking enabling the identification of where and by whom the above treatment has been carried out.

(3) All bulk lumber procured for the fabrication of pallets, boxes, crates, containers, reels, skids, blocking and bracing, dunnage, drums, etc., shall be certified and marked as a part of the fabrication process, to the ALSC NMWP policy and enforcement standards. Vendors/Suppliers using ALSC-certified lumber to make or repair wooden boxes, crates, skids, containers, pallets, reels, drums, etc., must have formal processing procedures and documentation to ensure that only certified lumber leaves their fabrication point.

(4) This provision is self-deleting if the material or supplies are not shipped in NMWP material.

AGENCY PROTESTS

Agency Protests

(1) Prior to submission of an agency protest, all parties should use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions.

(2) FISC Detachment Singapore will process agency protests in accordance with the substantive and procedural requirements of FAR 33.104(d).

(3) Pursuant to FAR 33.103(d)(4), an agency protest may be filed directly with either the Contracting Officer or the Chief of the Contracting Office. A protestor who initially files an agency protest with the Contracting Officer may appeal an adverse decision to the Chief of the Contracting Office. Agency protest submissions should clearly identify the initial adjudicating official, i.e., the "Contracting Officer" or "Chief of the Contracting Office".

Section J - List of Documents, Exhibits and Other Attachments

EXHIBITS AND ATTACHMENTS
Applicable documents, exhibits, and attachments for this contract are:

EXHIBIT NO.	DOCUMENT
A	Section B2 - Schedule of Supplies and Services
B	Port Tariff
C	CRAFT Report
D	OOTW Sample of Provisions
E	Historical Craft Data Of Ship Visits To Cambodia & Vietnam

ATTACHMENT NO.	DOCUMENT
1.	Classifications of Ships
2.	Floating Line of Demarcation Specifications (FLD)
3.	Picket Boat Operations & Specifications
4.	Security Guard Operations
5.	Fuel Specifications
6.	Water Taxi Specifications
7.	Request for Sanitary Inspection
8.	Quality Assurance Provisions (including Appendices A & B)
9.	Quality Assurance Surveillance Plan (QASP)

EXHIBIT A - Section B2 - SCHEDULE OF SUPPLIES AND SERVICES (ELINs)
Separate Excel spreadsheet is attached. Complete all unit prices in US Dollars under each lot for base and option periods and grand total. A completed Excel soft copy shall be forwarded to the Contracting Officer as part of the offer to enable the Contracting Officer verify formulae when evaluating prices.

EXHIBIT B - PORT TARIFF ITEMS
The Excel spreadsheet provides estimates of port tariff rates only.

EXHIBIT C - CRAFT REPORT
The CRAFT submittal is required within seven (7) days upon completion of a ship visit. Copies of certified invoices shall be forwarded to the Contracting Officer.

EXHIBIT D - OPERATIONS OTHER THAN WAR (OOTW) SAMPLE PROVISIONS

The listing under this Excel spreadsheet is a sample for information purposes only. No Pricing is required.

EXHIBIT E - HISTORICAL CRAFT DATA OF SHIP VISITS TO CAMBODIA & VIETNAM
The quantities reflected in the solicitation were derived from CRAFT data before Nov 2007.

ATTACHMENT 1

SHIP CLASSIFICATIONS (DESCRIPTION OF U.S. NAVY SHIPS BY CLASS AND TYPE)

The following are Ship Classifications:

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	7
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360
Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351

LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854
Class IV					
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082
T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276
T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

Displacement is expressed in tons and represents fully loaded displacement.

The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

GLOSSARY OF TERMS AND ABBREVIATIONS

AGOS	RESEARCH SHIP
AGSS	RESEARCH SUBMARINE
AOE	FAST COMBAT SUPPORT SHIP
ARS	SALVAGE SHIP
AS	SUBMARINE TENDER
CG	GUIDED MISSLE CRUISER
CV	MULTIPURPOSE AIRCRAFT CARRIER (CONVENTIONALLY PROPULSION)
CVN	MULTIPURPOSE AIRCRAFT CARRIER (NUCLEAR PROPULSION)
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
FFG	GUIDED MISSLE FRIGATE
HSV	HIGH SPEED VESSEL
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCS	LITTORAL COMBAT SHIP
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LHD	AMPHIBIOUS ASSAULT SHIP (MULTI- PURPOSE)
LPD	AMPHIBIOUS TRANSPORT DOCK
LSD	AMPHIBIOUS CARGO SHIP
LSV	LOGISTIC SUPPORT VESSEL (ARMY)

HSIC	MARK V SPECIAL OPERATIONS CRAFT (1 PAIR)
MCM	MINE COUNTERMEASURE SHIP
MCS	MINE COUNTERMEASURE SUPPORT SHIP
MHC	MINE HUNTERS COASTAL
MSC	MILITARY SEALIFT COMMAND
PC	PATROL COASTAL SHIP
SSBN	BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSGN	CRUISE MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	ATTACK SUBMARINE (NUCLEAR PROPULSION)
T-AE	AMMUNITION SHIP (MSC)
T-AFS	COMBAT STORE SHIP (MSC)
T-AGOS	OCEAN SURVEILLANCE/PATROL SHIP (MSC)
T-AGS	SURVEYING/ OCEANOGRAPHIC SHIP (MSC)
T-AH	HOSPITAL SHIP (MSC)
T- AKE	DRY CARGO/AMMUNITION SHIP (MSC)
T-AKR	STRATEGIC SEALIFT SHIP (MSC)
T-AO	OILER (MSC)
T-AOT	TANKER (MSC)
T-ATF	FLEET OCEAN TUG (MSC)
WAGB	POLAR CLASS ICEBREAKERS
WHEC	HIGH ENDURANCE CUTTER
WMEC	MEDIUM ENDURANCE CUTTER

ATTACHMENT 2

FLOATING LINE OF DEMARCATION SPECIFICATIONS (CLIN XX11AC THROUGH CLIN XX 11AE)

The following are Floating Line of Demarcation (FLD) Specifications used for this contract:

1. The Contractor shall provide a FLD to identify a restricted area in the water of approximately 330 feet (100 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. The FLD is to help identify a safe standoff zone.

2. The size of the FLD will depend on the class of ship. Pier side, the FLD should be positioned 330 feet (100 meters) fore and aft of the ship and 330 feet (100 meters) out into the water from the ship. If sufficient space is not available then the FLD will be positioned as far as possible from the ship. At anchorage, the FLD will be positioned 330 feet (100 meters) outside the swing radius of the ship.

3. There are two types of FLDs that are currently authorized.

    3.1. Continuous Line FLD - If allowed by the Port, the Contractor shall provide a Continuous Line FLD per the specifications listed below.

        3.1.1. The FLD must fully enclose ships at pier side or at anchorage. The FLD will have an Entry Control Point (ECP) where the FLD may be opened up when authorized watercraft require access to the ship. The Contractor will provide a boat and crew to open up and close the FLD at the ECP.

        3.1.2. Specifications:

            3.1.2.1. Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable ECP for access Floatation devices positioned every meter on the line.

            3.1.2.2. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing strobe lights (standing at least one meter high above the water) and positioned every 75 meters along the line.

            3.1.2.3. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the FLD. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD intact at all times regardless of sea conditions. Failure of the system to remain in place may result in deductions to the invoice.

    3.2. Buoy System FLD - This is an acceptable alternative to the Continuous Line FLD requirement. Some Ports may require the buoys to be temporarily moved and replaced if a commercial ship requires the water space.

        3.2.1. The Contractor shall provide a Buoy System FLD per the specifications provided below.

        3.2.2. The Contractor shall provide a Buoy System FLD to identify a restricted area around ships. The purpose of the Buoy System FLD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one

meter high above the water) and positioned every 100 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible on both ship and shore based radar. The Picket Boats will patrol outside of this visual reference. The Buoy System FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) workboats to tend to the Buoy System FLD at all times.

3.2.3. Provide the system with weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

ATTACHMENT 3

PICKET BOAT OPERATIONS & SPECIFICATIONS (CLIN XX11AK THROUGH CLIN XX11AN)

The following are the Picket Boat operating instructions and specifications used for this contract:

1. The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

2. The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

3. Ships at anchorage will normally require two Picket Boats.

4. The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate CLIN in the contract.

5. The Picket Boat will patrol outside the demarcation line or buoy system (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

6. The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a bullhorn. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

7. The Picket Boat will meet the following requirements:

7.1. Licensed for commercial operations by local country Department of Transportation.

7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

7.4. If a deckhand crewmember is required, only qualified personnel are used.

7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable bullhorn or megaphone

7.11.3. Portable air horn

7.11.4. Portable Spotlight

ATTACHMENT 4

SECURITY GUARD OPERATIONS (CLIN XX11AQ THROUGH CLIN XX11AT)

The following are to be used for Security Guard operations for this contract:

1. General

1.1. The Contractor shall provide security guards for pier side or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

1.2. Security guards may be provided through private security firms or through Host Nation support.

1.3. There are two types of security guard services. One is for providing guards pier side to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

1.4. The Contractor shall coordinate security guard operations with boat operators and port authorities.

1.5. The Contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pier side:

2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

2.2. All pier side guard services will be performed within the parameters of local Laws and Regulations.

2.3. Overview. The purpose of the pier side security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

2.6. The following equipment will be required as a minimum for each guard:

2.6.1. Uniform as provided by contractor or authorities;

2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. ROEs Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats:

3.1. The Contractor shall man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services shall be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards shall patrol in picket boats provided. The guards shall identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard shall immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones shall vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2 If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3 The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4 As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

ATTACHMENT 5

FUEL SPECIFICATIONS (CLIN XX13)

The following are the Fuel Specifications for this contract:

1. SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	Requirement	Text Method
Appearance, @ 25ºC or ambient temperature whichever is higher	Clear, bright and free of visible particulates	D 4176 1/
Demulsification, @ 25ºC, minutes (max)	10	D 1401 2/
Density, @ 15ºC, kg/m^3 (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, ºC 50% point, ºC 90% point, ºC, (max) end point, ºC, (max) Residue º Loss, % vol., (max)	 Record Record 357ºC 385ºC 3.0	D 86 3/
Cloud Point, ºC, (max)	-1ºC	D 2500
Color, (max)	3	D1500
Flash Point, ºC, (min)	60ºC	D 93 4/
Particulate Contamination, mg/liter, (max)	10	D 5432 5/
Pour Point, ºC, (max)	-6ºC	D 97
Viscosity, @ 40ºCm mm^2/second	- 1.7 - 4.3	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100ml, (max)	1.5	D5304 (R), D 2274 6/
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664
Aniline Point, ºC, (min)	60ºC	D 611
Ash, % wt., (max)	0.005	D 482
Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 7/
Corrosion, @ 100ºC, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min) Cetane Index, (min)	42	D 613 (R), D 976 8/
Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 2622
Trace Metals, ppm, (max) Calcium Lead Sodium plus Potassium Vanadium	 1.0 0.5 1.0 0.5	D 3605 9/
Additive Names and Dosages	Record	

1. If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709, 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains

visible sediment or particulate matter, but meets the requirement of 10 mg/1 (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.

2. The demulsification text shall be conducted in accordance with the following exceptions:

   (a) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.

   (b) The test temperature shall be 25ºC.

   (c) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute.

3. As the end point of the distillation is approached, if either a thermometer reading of 385ºC or a decomposition point is observed, discontinue the heating and resume the procedure as directed in ASTM D 86.

4. The flash point value is the absolute and no value less than 60ºC is permissible.

5. A one-liter minimum sample shall be used.

6. ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours to 40 hours.

7. When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fuel, without the cetane improver.

8. Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified in Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.

9. Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of the inspection authority.

2. COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC MAY 2002)

Offered product shall conform to the following requirements which are suitable for Marine Gas Turbine.

	TEST REQUIREMENTS	METHOD	
1.	Cetane Number	ASTM D 613	42 min
	or		
	Cetane Index	ASTM D 976	43 min

NOTE: If the Cetane number is reported, the reported value shall apply to the base fuel without Cetane improving additives.

2.	Appearance @ 21^{O}C or ambient temp. (whichever higher)	Visual	Clear & Bright
	or		
	Water & Sediment	ASTM D 2709	0.05 vol % max.

3.	Distillation, 90% point	ASTM D 86	357^{O}C max.
4.	Flash Point	ASTM D 93	60^{O}C min
	NOTE: The flash point value is absolute and no value less than 60^{O}C is permissible.		
5.	Cloud Point	ASTM D 2500	-1.1^{O}C (30^{O}F) max.
	NOTE: Cloud Point results will be evaluated based upon bunkering location.		
6.	Viscosity @ 40^{O}C	ASTM D 445	1.7 - 4.5 cSt
7.	Color 4	ASTM D 1500	3 max.
	NOTE for deliveries outside the United States, the offerors must submit information on the composition, color and desired concentration of any dye to be used in order to obtain approval.		
8.	Density @ 15^{O}C	ASTM D 1298	876 kg/m^{3} max.
9.	Carbon Residue on 10% bottoms 5	ASTM D 524	0.35 mass % max.
	NOTE: For carbon residue on 10% bottoms, ASTM D 189 is an acceptable alternate method.		
10.	Ash	ASTM D 482	0.01 mass % max.
11.	Sulfur 6	ASTM D 4294	1.0 mass % max.
	NOTE: For total sulfur content, ASTM D 1552 and ASTM D 2622 are acceptable alternate methods.		
12.	Corrosion	ASTM D 130	3 max.
13.	Composition Distillate Fuel (fuel shall contain no residual)	None	100%

3. FUEL OIL, INTERMEDIATE, GRADES RME-25 (IFO 180 AND RMG-35 (IFO 380) (DESC JUN 2004)

a. Product shall conform to ISO 8217:1996.

b. ALTERNATE TEST METHODS. The test methods below can also be used to determine the following requirements:

REQUIREMENTS TEST METHOD

1. Density @15^{o}C, kg/m^{3} ASTM D 4052
2. Carbon Residue ASTM D 4530
3. Vanadium, mg/kg ASTM D 5863
4. Aluminum plus silicon, mg/kg ASTM D 5184

c. SULFUR. Starting My 19, 2005, the sulfur limit for RME-25 (IFO 180) purchased under the DESC Bulk Purchase Program must meet a revised sulfur weight percent limit of 3.5, maximum.

d. A. FOR THE BULK PROGRAM, RME-25 (IFO 180) purchased under the DESC Bulk Purchase Program must meet a revised sulfur weight percent limit of 3.5, maximum. (DESC 52.246-9FFE).

ATTACHMENT 6

WATER TAXI SPECIFICATIONS (CLIN XX32)

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxi specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated FISC Detachment Singapore Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor, the FISC Detachment Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including COMPACFLT.

5. COMSEVENTHFLT Specifications:

5.1. Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable local laws and regulations. All boats shall be manned by two (2) qualified operators (a driver and one other operator). In addition, the contractor shall meet all requirements as set forth throughout Section 5.

5.1.1. Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

5.1.2. Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

5.1.3. The following information shall be conspicuously posted in both English and (the appropriate foreign language):

5.1.3.1. Current Operator’s/Captain's license and boat names.

5.1.3.2. Passenger/weight capacity limit notice.

5.1.3.3. Location of life jackets and other life saving equipment.

5.1.3.4. Location of all exits indicated in large letters.

5.1.3.5. Emergency procedures

5.1.4. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

5.1.5. Operation of the boat shall be in a safe and seaworthy manner.

5.1.6. The consumption of alcoholic beverages shall not be permitted aboard the boat.

5.2. Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by Local Authorities for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

5.3. Security: During the term of this contract the ship(s) to be serviced (insert ship name if purchase order) agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

5.4. Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

5.5. Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

5.5.1. Hull

5.5.1.1. Watertight integrity of weather decks, bulkheads, watertight closures and interior hull structures.

5.5.1.2. Superstructure, including masts and stacks.

5.5.1.3. Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.

5.5.1.4. Provisions for drainage of sea water from exposed decks over the side and not into the bilges.

5.5.1.5. Access/egress points- adequacy of number and location.

5.5.2. Machinery

5.5.2.1. 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.

5.5.2.2. Main propulsion and auxiliary machinery essential to operation of boat.

5.5.2.3. Sea and bulkhead closure valves.

5.5.2.4. Bilge auction strainers and dewatering systems-bilge pump to be tested by operation

5.5.2.5. Bilges free of flammable liquids

5.5.3. Electrical

5.5.3.1. Cables.

5.5.3.2. Navigation, deck, and emergency lights.

5.5.3.3. Rotating electrical machinery; e.g., generators and motors --Storage batteries

5.5.4. Lifesaving equipment

5.5.4.1. Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.

5.5.4.2. Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.

5.5.4.3. First aid kits, life rings and distress lights.

5.5.4.4. Distress signaling devices

5.5.5. Fire fighting equipment

5.5.5.1. Fire pump - test by subjecting fire hose(s) to fire pump pressure.

5.5.5.2. Portable fire extinguishers.

5.5.5.3. Fixed systems, e.g., CO_2 cylinders.

5.5.6. Steering apparatus

5.5.7. Miscellaneous systems and equipment

5.5.7.1. Harbor charts.

5.5.7.2. Ground tackle and mooring lines.

5.5.7.3. Whistle/fog horn, bell.

5.5.7.4. Lighted compass.

5.5.7.5. Radar.

5.5.7.6. 2-way radio capable of Bridge-to-Bridge communications.

5.5.7.7. Current license.

5.5.7.8. Operator qualifications.

5.6. Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement-is that contained in paragraph 4.7 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

5.7. Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

5.7.1. Safety of operations. Insure the following are present and in working condition:

5.7.1.1. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.

5.7.1.2. Fire extinguishers sufficient for the size of the vessel operated.

5.7.1.3. Radio (with battery backup) capable of Bridge-to-Bridge communications.

5.7.1.4. Anchor/chain sufficiency for the size of the vessel operated.

5.7.1.5. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

5.7.2. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:

5.7.2.1. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

5.7.2.2. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.

5.7.2.3. Ensure no bare or exposed electrical wires or connections are located in the passenger area.

5.7.2.4. Validate that sufficient unobstructed exits are present and marked in English.

5.7.2.5. Verify that no missile hazards, gear adrift, or trip hazards exist.

5.7.3. The following shall be conspicuously displayed, in English:

5.7.3.1. Passenger/weight capacity.

5.7.3.2. Location and number of life jackets.

5.7.3.3. Location of life saving equipment.

5.7.3.4. Locations of exits (if not obvious).

5.8. Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

5.9. If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

ATTACHMENT 7

REQUEST FOR SANITARY INSPECTION

SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
FISC DETACHMENT SINGAPORE
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD, BLDG 7-2
SINGAPORE 759657

Dear Sir:

We are interested in supplying (e.g. specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

LIST AND INFORMATION TO REQUEST FOR INITIAL INSPECTION

List of products for which approval is requested.
Establishment letterhead - four places.
Name of establishment owner.
Site area size - acres, square feet or square meters.
General description of the area surrounding the plant site.
Building description, i.e. material used in construction, age of building(s), size (in square feet or meters), and number of stories.
Drawing of floor plan of building(s) to include major production areas (for slaughterhoused and dairies only).

List of major processing equipment.
Sources of raw materials.
Output of finished product - average kilograms or tons per day, per week or per month.
Special codes printed on product packages which identify the establishment, the product, and the date of production or packaging.
Number of employees.
Are employees receiving pre-employment or periodic medical examinations? What is the frequency of the periodic examinations?
Program for employee instruction personal hygiene, food, handling techniques, and food hygiene and safety.
Cleaning and sanitizing methods, including chemical used.
Detailed written cleaning and sanitizing program.
Official water quality certification from the local government, including total aerobic bacteria plate count, coliform count, and chemistry.
Name of water source.
Waste disposal program.
Pest control program.
Name of inspection agencies which inspect the plant (government and civilian) and frequency of inspections. Are inspection reports available for review?
Flow chart for the manufacture of each major category of products listed in No.1 above from raw materials to finished products health control points.
What laboratory examinations are performed on products and plants environment? Are the results available for review?
Total number of company vehicles?
Key personnel and point of contact for inspectors.
Direction to plant.

ATTACHMENT 8

QUALITY ASSURANCE PROVISIONS
September 2006

SECTION I. GENERAL REQUIREMENTS

1. SANITARILY APPROVED SOURCES: All subsistence items shall be from approved sources as authorized, or exempted in NAVSUPINST 4335.4F/AR 40-657/AFR 161-32/MCO P10110.31G. Name and address of processing facility shall identify any subcontracting entities utilized other than the primary contractors. FISC DETACHMENT Singapore has available approved source listings of authorized subsistence incorporated into VETCOM Circular 40-1, Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Hawaii and Pacific) and other regions maintained and published by HQ, US Army Veterinary Command, Fort Sam Houston, Texas (http://vets.amedd.army.mil/vetsvcs/approved.nsf). The U.S. Army Veterinary Representative, prior to commencing a contract/Blanket Purchase Agreement (BPA), shall inspect all required potential sources identified. Failing to pass inspection shall be grounds for not issuing a BPA and grounds for cancellation if the facility fails inspection after a BPA has commenced. This applies to all contractors and subcontractors. Documents cited here shall be provided to the contractor upon written request.

2. DELIVERY VEHICLES: The supplies delivered under this contract/BPA shall be transported in a sanitary enclosed/covered or open flatbed vehicle. Semi perishable items delivered in open flatbed vehicle shall be covered with a tarp to protect products from rain or foreign objects. Vehicles shall be equipped to maintain the appropriate temperature for the subsistence being delivered. Vehicles shall be maintained in a sanitary condition to prevent contamination of the food and shall be subject to inspection by the government at all reasonable times. Supplies submitted for acceptance in vehicles, which are not sanitary, may be rejected without further inspection. Concurrent transportation of bulk contained pesticides, rodenticides, petroleum products, inedible products, household chemicals, or other caustic or volatile compounds are undesirable but occasionally necessary. When a carrier jointly transports subsistence and cleaning agents or hazardous products, the cleaning agents or hazardous products shall be segregated from the subsistence to the greatest extent. Segregated to the greatest extent means that all cleaning agents or hazardous products shall be unitized, loaded completely lower and horizontally from the subsistence to the maximum distance allowed by the physical configuration of the carrier. Shrink-wrap shall be used to secure items to pallets and provide stabilization.

3. CODE DATING: Master-shipping boxes shall be stamped or embossed with code dates, except Fresh Fruits and Vegetables, (FF&V). Coding must represent the date of slaughter, production, pasteurization, manufacture, or expiration/pull date. Open code shall have the date, month and year or Julian date, (last number of the year with the number of days). Closed code, such as letters and numbers, shall have an accompanying letter from the manufacturer explaining the code and shelf life.

4. PACKAGING: Standard commercial packaging is acceptable as long as it meets the requirements set forth in this agreement, product is protected from contamination, and quality is preserved. Products shall be packaged in non-returnable commercial containers that do not exceed 55 pounds or 25 kilograms per container. The use of a plastic shrink-wrap to secure items to the pallet shall be minimized.

5. SHELF LIFE REQUIREMENTS: Unless otherwise specified in this agreement, products shall be delivered with not less than one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining. If the supplies delivered DO not have the minimum number of days of shelf life remaining as set forth in this agreement, the government shall have the right to reject and/or require replacement.

6. TEMPERATURE REQUIREMENTS: Unless otherwise specified in this agreement, all perishable products shall be delivered between 32°F-41°F (0°C-5°C) for chilled and 0°F (-18°C) or below for frozen. Temperatures shall be checked between the primary container and the outer container to reduce product damage. If a discrepancy is suspected, internal temperature shall be checked prior to rejection or acceptance of the products.

7. REJECTED ITEM: Any item recommended for rejection by the U.S. Army Veterinary Representative or receiving activity shall be annotated on the invoice or delivery receipt. The Contracting Officer Representative shall negotiate on price adjustment for quality or short shelf life defect as requested by receiving activity based on the U.S. Army Veterinary Representative inspection results. Replacements shall be coordinated with the Contracting Officer Representative as requested by the receiving activity.

8. FOREIGN ORIGIN PRODUCTS: Foreign establishments do not have to be Directory listed if the prepackaged finished items they produce are imported by distributors or brokers into the continental United States, Hawaii or Alaska for sale to U.S. Armed Forces. This exemption does not apply to establishments importing food directly into the U.S. territories of American Samoa, Guam, or the Mariana Islands without entering the continental United States, Hawaii or Alaska.

9. CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD: See Appendix B below.

SECTION II. QUALITY ASSURANCE PROVISIONS BY ITEM

1. DAIRY PRODUCTS:

a. Milk products shall be from approved sources and meet the raw, pasteurized, bacteriological and chemical requirements of the United States Public Health Service (USPHS) Publication 229 (Grade A Pasteurized Milk Ordinance). Frozen deserts and novelties shall be from approved sources in accordance with applicable military or local specifications or in the absence of applicable specifications, good manufacturing practice. Bacteriological and chemical testing may be accomplished at origin or destination. The U.S. Army Veterinary Representative shall submit non-conforming results to the Contracting Officer and provide a copy furnished to the contractor with a letter of explanation. The letter shall inform the contractor that unreliable quality controls may result in suspending further deliveries in accordance with NAVSUPINST 4355.6A/AR 40-70. NAVSUPINST 4355.6/AR 40-70 sets forth the microbiological testing program and suspension procedures for dairy products.

b. Temperature on delivery: Fresh dairy products shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C). Frozen products shall be delivered at 0^{o}F (-18^{o}C) or below.

c. Cheese Related Products:

(1) Soft cheeses such, as mozzarella, natural provolone, cream cheese, and etc., shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C).

(2) Hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, etc., shall be delivered between 32^{o}F and 50^{o}F (0^{o}C and 10^{o}C).

2. FRESH FRUITS AND VEGETABLES (FF&V): See Appendix A.

a. All FF&V shall be freshest product available. FF&V shall have eye appeal and shall be a minimum of 90% free from quality defects and 100% free of decay or loss. The Contracting Officer Representative shall negotiate a downward price adjustment for quality defects based on the U.S. Army Veterinary Representative inspection results and confirmed by receiving activity.

b. FF&V shall be delivered in an enclosed vehicle, equipped to maintain the temperature required for the type of FF&V. Mixed loads of FF&V shall be between 35^{o}F and 55 °F (2^{o}C and 12^{o}C).

c. FF&V such as bananas that are sensitive to ethylene oxide shall not be palletized and wrapped with items that are ethylene oxide producers such as apples. Plastic wrapped around the product inside the boxes shall be removed to allow air circulation.

d. Fresh mushrooms shall not be packaged airtight. Packages that are wrapped in plastic shall have air hole cut into plastic 1/8 inch in diameter or larger.

e. FF&V such as bananas, potatoes and onions that are sensitive to chill damage shall be delivered without refrigeration or not less than 56 °F (14°C). FF&V delivered in an open flatbed vehicle shall be protected with a tarp.

f. For repacked FF&V, the recycled boxes shall be clean and odorless; weigh not more than 45 pounds, (20 kilograms); labeled with the name and weight of the item on two adjacent sides of the box and legibly handwritten or printed.

3. FROZEN MEAT AND POULTRY

a.. Unless otherwise requested, all frozen meat and poultry products must be USDA inspected or USDA certified. They must be listed in one of the following publications: "Meat and Poultry Inspection Directory", or "Directory of Sanitarily Approved Food Establishment for U.S. Armed Forces Procurement".

b. Temperature at delivery shall be 0°F (-18°C) or below. If the product is frozen to the point that a bimetallic thermometer cannot be pushed into the product and there does not appear to be significant surface thawing or crystallization the product shall be considered acceptable. These factors shall be considered due to the lack of proper equipment for drilling frozen item.

c. Age at delivery in the frozen state:

(1) Beef shall be delivered no more than 12 months after the date of pack.

(2) Poultry shall be delivered no more than 12 months after the date of pack.

(3) Pork shall be delivered no more than 12 months after the date of pack.

(4) Lamb and veal be delivered no more than 12 months after the date of pack.

NOTE: If the manufacture, slaughter or expiration date is stamped, not embossed on the box, the Health Certificate from origin shall be available for verification by the inspecting U.S. Army Veterinary Representative.

4. FROZEN WATERFOODS:

a.. Temperature at delivery 0°F (-18°C) or below and shall be checked using the guidance reference previously in paragraph II.3.a.

b. Age at delivery in the frozen state:

(1) Seasonal packed items shall be delivered no more than 12 months after the date of pack.

(2) Oysters shall be delivered within 6 months of shucking/freezing.

(3) Shrimp shall be delivered within 180 days, of packaging/freezing.

c. General Guidance: All items shall be delivered in excellent condition, practically free of parasites, and show no evidence of mishandling.

5. SHELL EGGS:

a. Shell eggs shall be cleaned and free of damage (broken, cracked, leaker, etc.,). The U.S. Army Veterinary Representative shall recommend rejection of eggs with excessive dirt or feces.

NOTE: A small quantity of dirt is allowed on eggs delivered from plants that are only approved for unwashed eggs, small defined as having relatively little size or slight dimension.

b. Fresh shell eggs delivered directly from the farms within 48 hours of production may be delivered in unrefrigerated vehicles that are covered. The vehicles must meet all the requirements listed in Section I, par. 2. Boxes shall be marked with the date of production with the vendor's name and address.

c. Chilled fresh shell eggs that are procured from food distributors shall be delivered in refrigerated vehicles and shall be delivered within 15 days from the date of packaging. Internal temperature of eggs at delivery must be 41°F (5°C) or below.

6. BAKERY PRODUCTS:

a. Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined.

b. Bakery products shall be delivered within 48 hours from the date of production. Frozen bakery products shall be delivered within 6 months from the date of production, (SL 12 months), and in a refrigerated truck with a temperature of 0°F (-18°C).

SECTION III. SPECIFIED ANCHORAGE DELIVERIES

1. Due to the special circumstances associated with anchorage deliveries, the following exceptions are authorized, but shall not relieve the contractor or the BPA holder of any other requirements in the Quality Assurance Provisions unless specifically listed below:

a. Dairy products may be delivered in non-refrigerated containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. When a refrigerated unit is not used, the dairy products shall be packed in special containers that hold multiple units of product (bi-wall/tri-wall boxes), with dry ice based on the product weight to maintain internal temperature of 41°F (5°C). The special container shall be packed to allow air circulation within. Dairy products shall be given the highest priority for loading/off-loading upon receipt.

b. FF&V may be delivered in unrefrigerated containers in the most expeditious manner to ensure the least amount of exposure to high temperatures.

c. Miscellaneous frozen products may be delivered in non-freezer containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. Frozen items shall be packed with dry ice based on the product weight to maintain frozen state. The special container shall be packed to allow air circulation within. Although slight temperature deviations may occur, proper packaging and sufficient quantities of dry ice shall preclude excessive temperature deviations and thawing. Any item showing sign of thawing shall be rejected.

2. Although special considerations are authorized in anchorage deliveries, no exceptions have been authorized or shall be accepted for reduced sanitary standards, including the sanitation of the vehicles, boats, and shipping containers. The reuse of containers to transport products with dry ice is authorized as long as the container is sanitary and serviceable.

3. No deviations to these Quality Assurance Provisions are authorized without prior written approval from the Contracting Officer and U.S. Army Veterinary Representative. Deviations shall be granted prior to quotes being accepted and only for the particular delivery in question.

APPENDIX A, PERISHABLE FOODS, TO ATTACHMENT 8 (QA PROVISIONS)

The following are requirements that apply to this contract:

PERISHABLE SUBSISTENCE COMPATABILITY GROUPS
(Extracted From DLAM 4145.12/ TM 38-400, April 1994)

Group 1

Temperature: 32° to 34°F (1° to 1°C).
Relative humidity: 90 to 95 percent.
Atmosphere: Normally used on berries and cherries only -10 to 20 percent CO_2.
Ice: Never in contact with commodity.

Note: Most members of this group not compatible with Group 6a or 6b because ethylene production by Group 1 can be high, and thus harmful to members of Group 6a or 6b.

Apples (except those varieties listed in Group 3)
Apricots
Berries (except cranberries) Cherries.
Figs (not with apples, danger of odor transfer to figs; also see Group 6a)
Grapes (not fumigated with surfer dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages).
Peaches
Pears
Persimmons Plums and Pomegranates
Quinces

Group 2

Temperature: 55^{o} to 65^{o}F(13° to 18°C)
Relative humidity: 85 to 95 percent.
Ice: Never in contact with commodity.
Avocados
Bananas
Eggplant {also see Group 5)
Grapefruit [1]
Guava
Limes
Mangoes
Muskmelons, other than cantaloupes
Casaba
Crenshaw
Honey Dew
Persian
Olive, fresh

Papayas
Pineapples {not with avocados, danger of avocados' odor absorption)
Tomatoes, green
Tomatoes, pink {also see Group 4)
Watermelons (also see Group 4 and 5)

Group 3

Temperature: 36° to 41°F (2°to 5°C).
Relative humidity: 90 to 95 percent: cantaloupes about 95 percent.
Ice: In contact with cantaloupes.
Apples (Grimes Golden and Jonathan (both, certain areas), Yellow Newton (California) and Mclntosh
Cantaloupes
Cranberries
Lemons [1] (use 50 to 55°F for more than a month)
Lychees (also see Group 4)
Oranges 1(Florida or Texas)
Tangerines

Group 4

Temperature: 40° to 45°F (4° to 7°C): beans 38° to 42°F (3° to 6°C).
Relative humidi1y: About 95 percent
Ice: Never in contact with commodity.
Beans snap
Lychees (also see Group 3)
Okra
Oranges [1] (California or Arizona)
Pepper; green (not with beans)
Pepper, red (if with green peppers, temperature adjusted toward top of range)
Squash, summer
Tomatoes, pink (also see Group 2)
Watermelons (also see Groups 2 and 5)

Group 5

Temperature: 50° to 55°F (10° to 13°C): ginger not below 55°F.
Relative humidity: 85 to 90 percent.
Ice: Never in contact with commodity.
Cucumbers
Eggplant (also see Group 2)
Ginger (not with eggplant, also see Group 7)
Potatoes (late crop)
Pumpkin and Squashes, winter
Watermelon (temperature adjusted for other members of the group; also see Groups 2 and 4),

Group 6a

This group, except for figs, grapes and mushrooms, is compatible with Group 6b
Temperature: 32° to34°F (0° to 1°C)

Relative humidity: 95 to 100 percent.
Ice: Never in contact with asparagus, figs, grapes, and mushrooms
Artichokes
Asparagus
Beefs, red
Endive and escarole
Figs (also see Group 1)
Grapes (not furnished with sulfur dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages)
Greens
Leek (not with figs or grapes)
Lettuce
Mushrooms
Parsley
Parsnips
Peas
Rhubarb
Salsity
Spinach
Sweet Corn
Watercress

Group 6b

This group is compatible with Group 6a, except for figs, grapes and mushrooms.
Temperature: 13°to 13°F (0° to l°C)
Relative humidity: 95 to 100 percent
Ice: Contact acceptable for all
Broccoli
Brussels sprouts
Cabbage
Cauliflower
Celeriac
Celery
Horseradish Kohlrabi
Onions green (not with rhubarb. Figs, or grapes; probably not with mushrooms or sweet corn)
Radishes
Rutabagas
Turnips

Group 7

Temperature: 5° to 65°F (13° to 18°C)
Relative humidity: 85 to 90 percent.
Ice: never In contact with commodity.
Ginger (also see Group 5)
Potatoes, early crop (temperatures adjusted for others)
Sweet Potatoes

Group 8

Temperature: 32°to 34°F (0° to 13°C)
Relative humidity: 65 to 70 percent.

Ice: never in contact with commodity.
Garlic
Onions dry

[1] Citrus fruits -Biphenyl fungicide may impart off odors to other commodities

The above information was extracted from Lipton, W.J. and J. M. Harvey, Compatibility of Fruits and Vegetables During Transport in Mixed loads, US Department of Agriculture Research Service, ARS51- 48 (September 1972).

Appendix B - CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD

Microbiological criteria for dairy products[1,2]

Product(s)	Standard Plate Count (SPC) (See notes 3&4)	Coliform count (See note 4)	combined yeast and mold count (See note 4)	Preliminary incubation count (See note 5)
Aseptically processed and packaged Milk and milk products		0 per ml (See notes 6&7)	0 per ml (See note 6)	0 per ml (See note 6)
Buttermilk and acidophilus milk			10 per gram	
Cottage cheese			10 per gram	10 per gram
Cream, sour cultured			10 per gram	10 per gram
Grade A pasteurized milk and milk products		20,000 per ml	10 per ml	200,000 per ml
Ice cream products, flavored, fruit and / or nuts		50,000 per gram	20 per gram	
Ice cream products, vanilla and plain flavored		50,000 per gram	10 per gram	
Frozen dessert mix:				
Vanilla flavor		50,000 per gram	10 per gram	10 per gram
other flavors		50,000 per gram	20 per gram	10 per gram
Yogurt, chilled			10 per gram	
Yogurt, frozen, plain			10 per gram	
Yogurt, frozen, flavored			20 per gram	
Yogurt, soft serve mix			10 per gram	

Notes:
1. Phosphates as specified in the PMO.
2. Products shall be free of antibiotic or pesticide residues or below the action levels established for such residues by the applicable Federal Regulatory Agency. Antibiotic residue testing shall be by the method described in the PMO. Examinations and test to detect adulterants, including pesticides, shall be conducted by methods recognized by the applicable Federal regulatory agency.
3. Not applicable to cultured products.
4. All counts are maximum allowed standards.

5. Samples must be received within 72 hrs of pasteurization. Preliminary incubation test is used as a determination of keeping quality.
6. Nonconformance's will be considered an imminent health hazard.
7. Either aerobic or anaerobic SPC.

Microbiological criteria for Environmental Swabs[1,2]			
	Aerobic Plate Count	Coliform Count	ATP (RLU) Counts
Environmental swab	100 per 50 sq cm	10 per 50 sq cm	See Note 3

Notes:
1. Microbiological counts can be used as an index for evaluating the sanitation status of processing equipment and the facility.
2. All counts are maximum recommended limits.
3. Relative Light Units (RLU) are directly correlated to log cfu/sq cm . RLU maximum tolerances are dependent upon the manufacturer of the ATP bioluminescence reader. Follow manufacturer's instructions for RLU limits.

Microbiological criteria for Fish, fresh or frozen, including shellfish		
Counts[4]	m	M
Aerobic Plate Count (APC)	5,000 per gram	1,000,000 per gram
E. coli	10 per gram	500 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Vibrio parahaemolyticus [1]	10 per gram	100 per gram
Vibrio vulnificus[2,3]	Zero (0) Tolerance	
Salmonella[2]	Zero (0) Tolerance	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Used for oysters and fish designed to be consumed raw.
2. No viable pathogen in a 25 gram sample.
3. Limit is established as non-detectable depending on method used and detection limit.
4. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Fruit Juice, Fresh or Frozen				
	Standard Plate Count (SPC) [3]		Coliform count	Combined Yeas and Mold cou
Product(s)	m	M		
Aseptically processed juice[1]	0		0	0
Pasteurized Juice[2]		20,000 per ml	20 per ml	200 per ml
Non-Pasteurized Juice[4]	50,000 per ml	100,000 per ml		

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Must be labeled as aseptically processed and process must be verified.
2. Must be labeled as pasteurized.
3. Plate count limits for juices, except for aseptically processed juice, are used as a quality indicator and may assist in determining keeping quality and/or shelf life.
4. Non-pasteurized juice is not approved for US Armed Forces Procurement.

Microbiological criteria for Kimchee [1,3,4]		
Counts [9]	m	M
Coliform (MPN)	10 per gram	
Clostridium perfringens	100 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Pseudomonas ssp [7]	200 per gram	
Streptococcus ssp [7]	10 per gram	
Listeria monocytogenes[8]	0	
Salmonella ssp[2,8]	0	
Vibrio ssp[5,8]	0	
Salt %	> 2.5/wt	< 3.5/wt
pH	> 4.2	< 4.7
Polygalacturonase [6]	Negative	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. Products containing monosodium glutamate (MSG), nuts or nut oils must be labeled appropriately to reflect potential allergenic contents.
2. Only for varieties containing meat or poultry, sprouts, watercress or melon.
3. Varieties of Kimchee include, but are not limited to: Vegetables: winter, spring, cucumber, wrapped, Yolma, Chang, radish (Nabak), white (Pak), western-cabbage, pony-tail radish (Chonggak), eggplant, green onion, pumpkin, spinach, leek, green pepper; Chanachi: radish, green pepper, cucumber, garlic cabbage; Kaktagi: radish, radish and oyster Kaktuki; Tong Chimi;: radish tongchimi; Shikhae: chicken, andong, Alaskan Pollock shikhae.
4. All Kimchee products must be delivered and stored refrigerated with a definitive shelf life marked on each container.
5. Only for varieties containing fish or seafood ingredients.
6. Polyglacturonase activity is an indicator of overripening and spoilage, inferring the possible presence of Bacillus subtilus, Saccaromyces fragilis, Candida pseudotropicalis, Oospora lactis, Asperfillus ssp., and Penicillium ssp.
7. Excessive acidification may be due to high counts of these organisms; this is an indicator of very poor quality product.
8. Zero tolerance pathogens.
9. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Retail Ground Beef, Beef Trimmings, Ground Pork , Poultry (Chilled or Frozen)		
Counts	m	M
Aerobic Plate Count (APC)	100,000 per gram	1,000,000 per gram
Fecal Coliform	50 per gram	500 per gram
Total coliform	100 per gram	1,000 per gram
E. coli	10 per gram	< 110 per gram
Coagulase Positive Staph	<100 per gram	500 per gram
Salmonella species	Zero (0) Tolerance[1]	
E.coli O157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.

Microbiological limits for Sandwiches, Prepared Salads and Spreads, Bagged Salad, and Cut Vegetables [4]		
Counts[3]	m	M

Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli most probable number (MPN)	3 per gram[2]	10 per gram
Coliform (fecal)	10 per gram	100 per gram
Yeast and mold count	200 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Campylobacter jejuni	Zero (0) Tolerance[1]	
Salmonella species	Zero (0) Tolerance[1]	
Listeria moncytogenes	Zero (0) Tolerance[1]	
E. coli 0157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that "M" are of marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. No viable pathogen in a 25 gram sample.
2. < 10 per gram if using 3M Petri Film for E. coli counting.
3. Products may not be examined for all microbial characteristics as listed above. Contact laboratory if specific tests are required.
4. Tuna, chicken, ham and egg salads are tested the same, regardless whether on bread or submitted in tubs, buckets or other retail containers.

Microbiological criteria for Soft Serve Ice (cream) Milk and Soft Serve Yogurt at the retail/user level[2]

Counts	m	M
Standard plat count [1]	50,000 per gram	250,000 per gram
Coliform	10 per gram	100 per gram
Combined Yeast & Mold		100 per gram

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
Standard Plate Count (SPC) does not apply to yogurt products.
Soft serve and Yogurt machines.

Microbiological limits for Tofu

Counts[2]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram coli (MPN)
<3 per gram	10 per gram	

Staphylococcus aureus	100 per gram	1000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
Yersinia entercoliticus[1]	Zero (0) Tolerance[1]	

Legend:
m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. Products may not be examined for all microbial characteristics as listed above.

Microbiological and Chemical criteria for Bottled Water[1] and Vending Machine Water[2] and Ice		
Counts	m	M
Coliform	0 per 100 ml	
Coliform (bottled water)	0 per 250ml	
Heterotrophic Plate Count [5]	1000 per ml	100,000 per ml
Pseudomonas aeruginosa	Zero (0) Tolerance	
Flouride[2]		
Arsenic[2]		
Trihalomethanes[2]		
Chlorine[2]		
Dissolved Solids[4]		
Silver [3]	None Detectable	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Bottled water is tested IAW the specific limits set forth by the Code of Federal Regulations (CFR) and current Environmental Protection Agency (EPA) regulations.
2. Vending machine water requirements are from the Association of Food and Drug Officials Model Code, 1997; Ice standards are derived from the International Packaged Ice Association. These are the minimum tests required for Vending Machine water.
3. Current published regulatory limits apply.
4. Only those machines utilizing silver impregnated carbon filters. Dissolved solids measurements are for vending machines labeled "Purified".
5. Ice and water derived from well water or surface water sources marketed at retail have higher allowable HPC limits. See current guidelines established in the CFR.

Microbiological criteria for Retail/User level Pre-packaged Deli and RTE Products[4]					
Product(s)	APC[3]	Listeria spp.[2]	Salmonella[2]	Coliform[2]	E.Coli O157:H7

Luncheon Meats, frankfurters, Beef, poultry & pork	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance
Cheese, soft and hard	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Pasteurized, liquid, frozen or Dried egg	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Pizza topping (meat & cheese)	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Dried meats sticks, jerky [1]	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance

Notes:
1. Yeast and mold combined count should not exceed 100 /g.
2. No viable pathogen in a 25 gram sample. All counts are maximum allowable limits.
3. See Table Below for APC values in RTE Products.
4. Includes all like type/style products not otherwise listed.

Additional Microbiological limits for Commercial (Food Court Style) RTE Products[2,4]

Counts	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli (MPN)	3 per gram [3]	10 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
E. coli 0157:H7[1]	Zero (0) Tolerance[1]	
Campylobacter jejuni	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. This table is primarily designed for hot food lines.
3. < 10 per gram if using 3M Petri Film for E. coli counting.
4. Products may not be examined for all microbial characteristics when submitted. These values are primarily used when conducting food borne illness investigations and overall quality characteristics.

PART VI - Summary of Directory Listing Requirements

Federal Supply Class (*Note 1)	Listing Required	Listing Not Required
8905 (*Notes 2, 3)	All fish, meat, poultry, and shellfish, including: Buffalo meat. Fish, canned. Fish, fresh or fresh smoked, modified atmospheric packaged. Fish, fresh or frozen, packaged. Herring, pickled. Quail.	Crabs, live. Crawfish, live. Fish, fresh or frozen, whole and/or eviscerated, head on or off, unscaled unpackaged. Lobster, live. Shrimp, fresh or frozen, whole or head off.

	Rabbits.	
	Salmon, smoked.	
	Squid.	
8910	All dairy foods and eggs, including:	Chocolate drink mix, non-dairy.
(*Notes 4, 5)	Cream, sterilized.	Powdered dairy mixes.
	Creamer, coffee, dairy.	Toppings, non-dairy.
	Dairy soft serve mixes.	
	Desserts/puddings, frozen.	
	Egg nog, canned.	
	Egg substitutes.	
	Italian ices.	
	Topping, real cream.	
	Yogurt, fresh or frozen.	
8915	All pre-cut pre-packaged minimum processed fresh	All unprocessed fruits and
(*Note 7, 8)	fruits and vegetables.	vegetables.
	Kimchee.	Olives.
	Mushrooms, whole and sliced.	Fruit juices and nectars, shelf stable
	Salads, non-meat, with or without dressing	or frozen concentrate.
	(not USDA listed).	
	Vegetable sprouts.	
	Fruit juices and nectars, refrigerated.	
8920	Bakery and cereal products (baked and unbaked,	All other bakery products, including
(*Notes 6, 9)	fresh and frozen), specifically:	Bagels.
	Croissants.	Batter mix, dry.
	Doughnuts	Biscuits, canned.
	Egg roll wrappers.	Breads, rolls, and buns.
	Flour and corn tortillas.	Cake mix, dry.
	Wet pasta (noodles).	Cakes, unfilled.
	Pastries.	Cookie mix, chilled or dry.
	Pies.	Cookies, unfilled.
	Soft pretzels.	Crackers.
	Won ton wrappers.	Cupcakes, unfilled.
	Filled bakery items.	Dough, frozen or chilled.
		Dumplings, frozen.
		English muffins.
		Flour.
		Fruitcakes.
		Melba toast.
		Muffins
		Pancake batter, frozen.
		Pancake/waffle mix.
		Pasta, dry (noodles).
		Pizza crust.
		Taco shells.
		Toaster pastries.
		Pie crusts, unfilled.
		Waffles, frozen.
8925		All confectionery, nuts, and sugars.
8930		All jams, jellies, and preserves.
8935		Bouillon and soups.
8940	Dietary foods and specialty preparations,	All other dietary and specialty
(*Notes 2, 3, 4, 5, 10)	specifically:	preparations, including:
	Fish, meat, poultry, dairy, egg, and shellfish	Baby formula, canned.

	products.	Chips, nacho or potato.
	Pickled eggs.	Creamer, coffee, imitation (non-dairy).
	Frozen dinners.	Dips.
	Pudding novelties, frozen or chilled.	Nacho cheese, canned.
	Tofu.	Nutri-why.
		Popcorn.
		Puddings, canned.
8945		Fats and food oils, including margarine
8950		All condiments and related products including:
		Salad dressings.
		Mexican salsa)
8955		All cocoa, coffee, and tea.
8960	Beverages, nonalcoholic; specifically:	All other nonalcoholic beverages, including:
	Ice.	Dry ice.
	Bottled water.	Fruit drink mix containing no fruit juices.
8965		Non-MRE beverages, alcoholic.
8970 (*Note 2)	MRE food composite packages	Non-MRE composite food packages.
8975		All tobacco products.

*Notes:

1. For complete item listing within each class of the 8900 (subsistence) Federal Supply Class (FSC) Group, refer to Federal Supply Catalog C8900-SL, Stock List--FSC Group 89 Subsistence.
2. Meat and poultry establishments listed in the *USDA Meat and Poultry Inspection Directory* may serve as sources of meat and poultry items as indicated. These products must bear the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to meat or poultry inspection acts must also be Directory listed for those items.
3. Directory listing is not required for establishments on the Interstate Certified Shellfish Shippers List (ICSSL). Fish, fresh or fresh smoked, modified atmospheric packaged (when distributed in a chill state) must be Packed Under Federal Inspection (PUFI) by the USDC or listed specifically in this Directory. Establishments supplying other fish products must be Directory listed unless listed by the United States Department of Commerce (USDC) in the *USDC Approved List of Fish Establishments and Products.*
4. Directory listing is not required for shell egg sources listed in the *Directory of Grading Offices and Plants Operating Under USDA Poultry and Egg Grading Programs*. Establishments listed in the *USDA Meat and Poultry Inspection Directory* for dried or liquid/frozen egg products may serve as sources for those products, as coded.
5. Establishments having a pasteurized milk compliance rating of 90 percent or higher, certified by a State milk sanitation officer, and listed in the *Sanitation Compliance and Enforcement Rating of Interstate Milk Shippers (IMS) List* may serve as sources of milk and milk products, as listed. Listing in this Directory is mandatory to serve as a source of other milk and milk products and/or frozen dessert items. Establishments listed in the *Dairy Plants Surveyed and Approved for USDA Grading Service* may serve as sources of manufactured or processed dairy products as listed by product code. Those operations denoted with "P" codes (packaging and processing) must be Directory listed when providing ungraded manufactured or processed dairy products.
6. Directory listing is not normally required for semiperishable and nonanimal origin ingredient sources for items such as ready-to-eat bakery products and ice cream.
7. Establishments processing ready-to-eat, chilled, and prepared non-meat salads (such as potato, egg, tuna, chicken, turkey, ham, bean, macaroni, or cole slaw) must be Directory listed.
8. Only pasteurized juices are authorized for purchase by the DOD.

9. Directory listing for natural and artificial cream or fruit filled pie crusts, cakes, and cookies is not required if the finished item will not support pathogenic microbial growth.
10. Establishments producing finished products containing less than 3 percent by weight components of animal origin may be exempted from Directory listing by the command publishing this Directory.

ATTACHMENT 9

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)
Husbanding Services for Vietnam/Cambodia

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance-based Performance Work Statement (PWS). This performance-based plan sets forth the procedures and guidelines the U.S. Fleet & Industrial Supply Center, Detachment Singapore will use in evaluating port visit cost reporting and non-contract item pricing performance of the husbanding service contractor.

1.1 PURPOSE

1.1.1. The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the port visit cost reporting and non-contracting pricing performance standards identified in the PWS.

1.1.2 This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

1.2 PERFORMANCE MANAGEMENT APPROACH

1.2.1 The performance-based PWS structures the acquisition around "what" service is required as opposed to "how" the contractor should perform the work. This QASP will define the performance management approach taken by the Contracting Officer to monitor, manage, and take appropriate action on the contractor's performance against expected outcomes or performance objectives communicated in the PWS. Performance management rests upon developing a capability to review and analyze information generated through performance metrics. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management. The data generated in a performance management approach provides information that indicates whether or not expected outcomes for required services are being achieved adequately by the contractor.

1.2.2 Performance management also represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether or not outcomes are being achieved and migrates away from scrutiny on compliance with the processes and practices used to achieve the outcome. The only exceptions to process reviews are those required by law and compelling business situations such as safety and health. An outcome focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved at the desired levels of performance.

1.3 PERFORMANCE MANAGEMENT STRATEGY

1.3.1 The contractor will set forth the staffing and procedures for self inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The contractor will develop and implement a performance management system with processes to assess and report their performance to the Contracting Officer.

1.3.2 The Contracting Officer will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The

Government will make decisions based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

2.0 ROLES AND RESPONSIBILITIES

2.1. The Contracting Officer (KO) is responsible for monitoring contract compliance and contract administration; and resolving any differences between the observations documented by the requiring activity, and the contractor's performance. The KO will also have the responsibility for completing QA monitoring forms (refer to Attachments 9b and 9c) used to document the evaluation of the contractor's reporting and price performance.

2.2 The Authorized Government Representatives (e.g., Ship SUPPO) identified in the contract is responsible for monitoring, assessing, and communicating the technical performance of the contractor and assisting the contractor. Government surveillance may occur under authority of the Inspection/Acceptance paragraph of clause 52.212-4, Contract Terms and Conditions – Commercial Items, for any supply or service relating to the contract.

3.0 IDENTIFICATION OF SERVICES TO BE PERFORMED

The contractor shall provide husbanding service support in accordance with the PWS. The reporting and non-contract item pricing performance standards are identified in the PWS. The acceptable level of performance is also described in the PWS.

4.0 METHODOLOGIES TO MONITOR PERFORMANCE

4.1 In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate contractor performance. The primary methods of surveillance are random checks, observations, inspections, complaints and review of those records and files that are required to be maintained and delivered under the PWS. The Contracting Officer may also use reports and input from the requiring activity as sources of comments on the contractor's performance.

4.2 The contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of professional communication between employees and customers is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints. Performance management drives the contractor to be customer focused through initially addressing customer complaints and investigating the issues and/or problems.

NOTE: The customer always has the option to communicate complaints to the Contracting Officer as opposed to the contractor. The Contracting Officer will accept the customer complaints and will investigate using the Quality Assurance Monitoring Form – Customer Complaint Investigation identified in Attachment 9c.

4.3 The acceptable quality levels (AQL) located in Attachment 9a, Performance Requirements Summary Table, for contractor performance are structured to allow the contractor to manage how the work is performed while providing negative incentives for performance shortfalls.

5.0 QUALITY ASSURANCE REPORTING

5.1 The performance management feedback loop begins with the communication of expected outcomes. Port visit cost reporting and non-contract item pricing performance standards are expressed in the PWS and measured by the required performance metrics in Attachment 9a.

5.2 The Government's QA monitoring, accomplished by the KO, will be reported using the monitoring forms in Attachments 9b and 9c. The forms, when completed, will document the KO's understanding of the contractor's performance under the contract to ensure that the PWS requirements are being met.

5.2.1 The KO will retain a copy of all completed QA monitoring forms.

6.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

6.1 The Government shall use the observation methods cited to determine whether the AQLs have been met. The Government will evaluate the results which then may be translated into the specific negative incentives should performance not meet the AQL's.

6.2 Within 30 days following the end of each order's performance period, the KO will prepare a written report summarizing the overall results of the quality assurance monitoring of the contractor's performance. This written report which consists of the contractor's submittals and the completed Quality Assurance Monitoring Forms (Attachment 9b) will become part of the QA documentation.

6.3 The KO may require the contractor's project manager, or a designated alternate, to meet with the Government personnel as deemed necessary to discuss performance evaluation. The KO will define a frequency of in-depth reviews with the contractor. However, if the need arises, the contractor will meet with the KO as often as required or per the contractor's request. The agenda of the reviews may discuss:

- Performance measured by the metrics and trends
- Issues and concerns of both parties
- Recommendations made by the KO based on contractor information
- Issues arising from independent reviews and inspections

6.4 The KO and contractor should jointly formulate tactical and long–term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the KO.

7.0. FAILURE TO PERFORM

7.1 The contractor may receive deductions and negative past performance ratings or even termination based on failure to perform. The following criteria apply for determining appropriate action:

1. Notifications. Consistent with FAR Part 12, the KO shall notify the service provider of failure to meet standards through QA monitoring forms, cure notices, or show cause notices and shall inform the service provider manager or designated alternate of such notices.
2. Deductions. The Government has the right to deduct a specified dollar for failure to meet performance standards. The amount is identified in the Performance Requirements Summary (PRS) of Attachment 9a.
3. Termination. If the KO determines that the contractor has failed to perform to the extent that a termination for cause is justified, the KO shall issue a notice of termination, consistent with FAR Part 12.

LIST OF ATTACHMENTS TO QASP:

ATTACHMENT 9a - Performance Reporting Summary (PRS)

ATTACHMENT 9b - Quality Assurance Monitoring Form
ATTACHMENT 9c - Quality Assurance Monitoring Form - Customer Complaint Investigation

ATTACHMENT 9a

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Required Service	Performance Standards	Acceptable Quality Levels	Method Of Surveillance	Incentive (Negative) (Impact on Contractor Payments)
Port Visit Cost Reporting	Submit CRAFT cost estimate to ship and Contracting Officer within two working days after receipt of LOGREQ (PWS Paragraph 1.1.3)	95%	E-mails receipts, files review, periodic, random, observations, complaints	$100 deduction for each documented instance when an estimate is submitted late and documentation in the contractor's past performance record
	Submit final CRAFT cost reports to the Contracting Officer within seven (7) working days of each ship's departure (PWS Paragraph 33.2)	95%	E-mail receipts, files review, random, complaints	$100 deduction for each documented instance when the report is submitted late and documentation in the contractor's past performance record
	CRAFT submittals are accurate and complete	95%	Files review, periodic, random, observations, complaints	Require contractor to take corrective action to correct inaccurate/incomplete reports and documentation in the contractor's past performance record
Pricing for Non-Contract Items	For non-contract items in excess of $3,000, the contractor provided the Contracting Officer information of the results of competition conducted for non-contract item pricing no later than seven (7) days after the ship's departure (PWS Paragraph 1.3.2)	95%	E-mail receipts, files review, periodic, random, complaints, observations	$100 deduction for each documented instance when results are submitted late and documentation in the contractor's past performance record
	The contractor has adequately documented fair and reasonable pricing for non-contract items over $3,000	90%	Files review, periodic, random, complaints, observations	Documentation in the contractor's past performance record

ATTACHMENT 9b

QUALITY ASSURANCE MONITORING FORM

SERVICE or STANDARD:
_____
_____
_____

SURVEY PERIOD: _____

SURVEILLANCE METHOD (Check): _____ Random Sampling
_____ 100% Inspection
_____ Periodic Inspection
_____ Customer Complaint

LEVEL OF SURVEILLANCE SELECTED (Check):
_____ Monthly
_____ Quarterly
_____ As needed

PERCENTAGE OF ITEMS SAMPLED DURING SURVEY PERIOD:_____ %

ANALYSIS OF RESULTS:

OBSERVED SERVICE PROVIDER PERFORMANCE MEASUREMENT RATE = _____%

SERVICE PROVIDER'S PERFORMANCE (Check): ____ Meets Standards
____ Does Not Meet Standards

NARRATIVE OF PERFORMANCE DURING SURVEY PERIOD:
_____
_____
_____
_____
_____

PREPARED BY: _____ DATE: _____

ATTACHMENT 9c

QUALITY ASSURANCE MONITORING FORM -

CUSTOMER COMPLAINT INVESTIGATION

SERVICE or STANDARD:
_____
_____
_____

SURVEY PERIOD: _____

DATE/TIME COMPLAINT RECEIVED: _____ _____ AM / PM

SOURCE OF COMPLAINT: _____ (NAME)

_____ (ORGANIZATION)

_____ (PHONE NUMBER)

_____ (EMAIL ADDRESS)

NATURE OF COMPLAINT:
_____
_____
_____
_____

RESULTS OF COMPLAINT INVESTIGATION:
_____
_____
_____
_____

DATE/TIME SERVICE PROVIDER INFORMED OF COMPLAINT: _____ _____ AM / PM

CORRECTIVE ACTION TAKEN BY SERVICE PROVIDER:
_____
_____
_____
_____

RECEIVED AND VALIDATED BY: _____

PREPARED BY: _____ DATE: _____

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00003	11-May-2010	N4034508RCSG0001	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-09-D-0001
	X	10B. DATED (SEE ITEM 13) 09-Dec-2008
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
FAR 52.217-8 (Nov 1999), Option to Extend Services

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt011016700

1. The purpose of this modification is to extend the current contract performance from 01 Jun 10 through 30 Nov 10 in accordance with the clause FAR 52.217-8, Option to Extend Services.

2. There is no change in the estimated total contract price as a result of this extension.

3. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) SUPERVISORY CONTRACT SPECIALIS TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 11-May-2010

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84
004029

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The order period end date has changed from 30-Nov-2009 to 30-Nov-2010.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 1002

The FSC code R706 has been added.
The PROG code A30 has been added.
The WSC Equipment code AAC has been added.
The SIC code 8900 has been added.
The NAICS code 561990 has been added.
The MDAP/MAIS Code 000 has been added.

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 1002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2009 TO 31-MAY-2010	N/A	SEE SCHEDULE SEE SCHEDULE HEREIN SEE SCHEDULE SEE SCHEDULE AP 96534 FOB: Destination	A00000

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2009 TO 30-NOV-2010	N/A	SEE SCHEDULE SEE SCHEDULE HEREIN SEE SCHEDULE SEE SCHEDULE AP 96534 FOB: Destination	A00000

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	29-Oct-2009	N4034508RCSG0001	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-09-D-0001
	X	10B. DATED (SEE ITEM 13) 09-Dec-2008
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) FAR 52.217-9)

E. IMPORTANT: Contractor [X] is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssnk01101981

1. This modification is issued to exercise Option Year I of the contract for the period of performance from 1 Dec 09 through 31 May 10.

2. As a result of the Modification, the estimated total contract value is increased by US$666,536.51 from US$668,036.51 to a new estimated total of US$1,334,573.02.

3. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 29-Oct-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 8

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	02-Mar-2009	N4034508RCSG0001	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE. LTD. MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-09-D-0001
	X	10B. DATED (SEE ITEM 13) 09-Dec-2008
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssns010911269

1. This modification is issued to the above contract to incorporate language authorizing MSC vessels as ordering officers.
2. See Section B1, Overview, 11 Ordering, sub-paragraph 11.1 for changes made.
3. There is no change in price as a result of this modification.
4. All other terms and conditions shall remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED 02-Mar-2009
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been modified:
SECTION B1 - OVERVIEW
OVERVIEW OF CONTRACT

1. OBJECTIVE - The objective of this contract is to obtain husbanding services for U.S. Navy Ships visiting Vietnam and Cambodia.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) at any berthing or anchoring location in Danang, Vietnam, Sihanoukville, Cambodia, and all other ports in Vietnam and Cambodia. It is to provide services and supplies that are required by the ships while they are in port.

2.2. This contract also includes requirements for logistic support services and supplies for Operations Other Than War (OOTW) required by the U.S. Navy and other U.S. Government organizations or agencies.

2.3. The contract is subdivided into Lots. Lots may be for individual Ports or they may include several Ports under one Lot. For this contract, Lot 1 is for Danang, Vietnam; Lot 2 is for All Other Ports in Vietnam; Lot 3 is for Sihanoukville, Cambodia; Lot 4 is for All Other Ports in Cambodia; and Lot 5 is for OOTW in Vietnam and Cambodia.

2.4. The individual HS items provided under this contract are listed in Exhibit A, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).

2.5. This contract also requires that the HS Contractor assist ships that are being provided husbanding services to obtain unforeseen additional services or supplies that are required as part of the husbanding the ships while they are in port. Similar services may be required under the OOTW CLINs.

2.6. The holder of this contract is a US Navy Contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price Indefinite Delivery Indefinite Quantity (IDIQ) contract. The HS Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services.

3.1 MINIMUM AND MAXIMUM QUANTITIES - The contract minimum quantity referred to in paragraph (b) of the FAR 52.216-22 Clause entitled "Indefinite Quantity" of this contract, is set at a total of $20,000 worth of orders at the contract unit price(s). The recording of the obligation of funds associated with the guaranteed minimum amount under the basic contract will be issued under task order(s)/delivery order(s) immediately upon award of this contract. The minimum guarantee applies to the base year period only.

4. DURATION OF CONTRACT - This contract is for a base period commencing from contract award date through 30 Nov 2009 and a six-month Option I period. The performance period of the base period of the contract shall continue unless terminated or extended in accordance with the other clauses herein. If the six (6) month extension of performance of services is exercised under FAR 52.217-8, the maximum duration of this contract is through 31 May 2010.

5. MULTIPLE SHIP VISITS - The HS Contractor is required to be able to simultaneously Husband a maximum of four (4) ships at one time for Vietnam and Cambodia.

6. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities if the port requires use of port-provided supplies and services or if the port-provided supplies and services are less expensive than similar services provided by the HS Contractor or its subcontractors, or finally provide it themselves to include subcontractors. The Schedule lists what items are available through HN and Port Authorities.

7. MARK V HIGH-SPEED-INTERCEPTOR-CRAFT (HSIC) - Mark V (HSIC) Special Operations Craft may be in port or in the direct vicinity for up to 90 days conducting operations. The HS Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and Management fees will be based on the total fee for the pair of boats. Attachment 1 provides details.

8. LONG TERM SHIP VISITS –

8.1. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The HS Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit.

8.2. Unique/Particular Situations:

8.2.1. Frequent ship visits to ports: If a ship returns to a port within three (3) days (i.e. prior to the fourth calendar day), the Management Services fees for the return visit will be charged at the subsequent day rate. (example: If the ship departs Friday and comes back before Tuesday, it will be charged Management Service fees at the subsequent days rate during the return visit that begins prior to Tuesday. If the ship comes back on Tuesday, the Management Services will be charged at the first day rate for Tuesday, followed by the subsequent days rate for the following days.)

8.2.2. If a ship comes into port and does not request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged Management Service fees at the first or subsequent days rates, subject to the conditions in paragraph 10.2.1 and subject to the discussion at paragraph 20 below about ordering Management Services.

8.3. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The HS Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong SAR, China and Singapore.

9. SHIPYARDS - U.S. Navy Ships in shipyards at locations covered by this contract may order supplies and services from this contract without the requirement to also order Management Services.

10. OTHER PERSONNEL - Other U.S. personnel conducting business at locations covered by this contract may order off of the contract without incurring Management Service Fees. These orders do not involve continuous management of husbanding services and may be for items such as vehicles, phones or other services.
For example, U.S. Government personnel attending conferences, training and seminars where hotel, transportation and rental of cellular phones are required, may order those services through the HS Contractor to the extent those services are included in this contract. This provision does not apply to services that are required as part of an Operations Other Than War (OOTW) event..

11. ORDERING

11.1. Ordering Items on Contract: Only Authorized Government Representatives (AGR) can place orders against this contract. AGRs for this contract are:

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any FISC Yokosuka (including Sites/Detachments) warranted KO or their authorized representative.
- Any MSC warranted Ordering Officer or their authorized representative.

11.2. Advance Notice Period for Orders: The HS Contractor shall deliver the supplies and services listed on Exhibit A (not to include items marked as "Reserved" or TBD") in accordance with the time and date set by the order so long as the order is issued by an AGR at least 48 hours prior to the required delivery date and time. The HS Contractor shall use its best reasonable effort to deliver supplies or services marked as "Reserved" or "TBD" in accordance with an order's delivery schedule or time so long as the AGR and the HS Contractor come to agreement on the price of the "Reserved" or "TBD" item at least 48 hours in advance of the required delivery date and time. Occasionally, there may be short notice orders of less than 48 hours, which the HS Contractor shall support if possible. If the HS Contractor cannot support these requirements within 48 hours, then the AGR may satisfy them from other sources.

11.3. Substitutions: Substitution of ordered CLIN shall not be allowed unless authorized and accepted in writing by the AGR, which could be the SUPPO or FISC Detachment Singapore Contracting Officer. If accepted by the AGR or requiring vessel, substituted CLINs shall only be charged at a rate not to exceed that of the originally ordered CLIN. An example would be if a 20-passengerbus was ordered, but was not available and the HS Contractor substituted two 10 passenger-vans. The HS Contractor shall charge a rate for the 10 passenger vans that does not exceed the rate for the one 20-passenger bus.

11.4. Cancellation of Orders:

11.4.1. Unless otherwise provided herein, in the event an order, or any portion of an order, is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. If several deliveries are required to satisfy an order or portion of an order, i.e., garbage pick-up and disposal on each of five days, then the 48-hour notice period shall be computed from each of the required delivery dates. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled "Termination for the Government's Convenience (FAR 52.212-4)", of the clause entitled "CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS."

11.4.2. In rare cases, when ordering items requires long lead times, the Government may apply the Termination for the Government's Convenience clause as referenced above even though an order was cancelled prior to 48 hours before a required delivery.

11.4.3. In every case, the HS Contractor is responsible for taking all necessary steps to mitigate the U.S. Government's damages or termination costs. As part of its mitigation, the Government reasonably expects that the HS Contractor shall consider these cancellation rights as it enters into agreements with its subcontractors and suppliers.

12. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English. All electronic communication between visiting vessels and the HS Contractor shall be copied to the FISC Detachment Singapore Contracting Officer and Logistic Support Representative.

13. STANDARDS FOR PROFESSIONAL SERVICES

13.1. The HS Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning cost and performance issues throughout the locations covered by this Contract.

13.2. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

13.2.1. The performance standards are explained in the Quality Assurance Surveillance Plan (QASP) – See Attachment 9.

13.3. The HS Contractor shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

13.4. The HS Contractor shall ensure that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

13.5. The HS Contractor shall ensure that subcontractors comply with these requirements.

14. HEIGHTENED VIGILANCE

14.1. The HS Contractor shall be alert at all times in order to contribute to the protection of the ship and its crew. The HS Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The HS Contractor shall report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

14.2. The HS Contractor shall fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the HS Contractor shall identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the HS Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The HS Contractor shall arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

15. EQUIPMENT - All vehicles, watercraft, and equipment provided must be in sound mechanical condition, be in compliance with local laws and specifications, meet all local safety standards, and have all required current certifications and insurance.

16. GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM) – In the event that the HS Contractor is required to use government equipment, the HS Contractor shall be responsible for all loss or damage to, or the destruction of, Government property in its possession. The HS Contractor shall not be responsible for damage due solely to normal wear and tear.

17. CONTRACT PRICING

17.1. Contract Currency - All contract prices are in U.S. Dollars (US$).

17.2. Fixed Price (other than items in which the price is set by a Port Tariff or other controlled price)- Prices are firm-fixed-price per unit and are inclusive of ALL costs.

17.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. The following non-exclusive set of costs is included in the unit price: labor performed during normal working hours, overtime for work performed outside normal working hours, weekend hours, holidays, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

17.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

17.2.3. Pre-Positioning / Pre-Staging - All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

17.2.4. Repositioning equipment. All repositioning of equipment when required shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

17.2.5. All Government taxes are included in the unit cost.

17.3. Port Tariff (PT) or other controlled prices - (See Exhibit B - Port Tariffs). When the HS Contractor obtains a supply or service from a port or local government-type organization and the price of that item is set by a published price list, then the HS Contractor shall be reimbursed for the published price of the item. The HS Contractor shall not be paid an amount in addition to the published price of the item. These items are listed on Exhibit B, Port Tariff items.

17.4. Time Calculations - Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged.

17.5. Demurrage - Demurrage charges shall only be charged if the HS Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but, due to the fault of the government, was not attended to until 1500 hrs when pumping begins. The HS Contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs). Demurrage charges will be charged as stated in the schedule of supplies and services. This only applies to CLINs that have demurrage charges as sub-CLINs.

18. Management Services -Operations Other than War (OOTW) CLINs. When supplies or services are ordered under the Operations Other than War (OOTW) CLIN, the Government will clearly identify the days during the performance period for which it is ordering Management Services. Because of the range of situations under which the Government may order supplies and services under the OOTW CLINs, there is less certainty that the Government will order Management Services for each day of an Operation Other Than War than when the Government orders husbanding services. The HS Contractor is not required to provide any services described under the OOTW Management Services CLINs on those days for which services are not ordered.

19. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

CHT	Collection, Holding Transfer Sewage Removal and Disposal
CU M	Cubic Meter
DAO	Defense Attaché Officer
DY	Day
EA	Each
GL	Gallon (3.785 Liters)
HR	Hour
IDD	International Direct Dialing
JB	Job
LO	Lot
M	Meter
MIN	Minimum
NSP	Not Separately Priced
OOTW	Operations Other Than War
PAX	Passenger
PK	Package
PT	Port Tariff
QTY	Quantity
TBD	To Be Determined
TP	Trip

20. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any supply or service.

- CAMELS: See Fenders

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the year of the contract. The base year is zero (0), the first Option Year is one (1), and the second Option Year is two (2). (For example a base year would be 0XXX, and the first Option Year is 1XXX, and the second Option Year is 2XXX.) The second digit indicates the Lot number. (For example Lot 1 would be X1XX, Lot II would be X2XX) If there are no Lots in the contract then the second digit will be zero. (For example X0XX) The third and fourth digits are the service or supply item number. (For example XX01 is the first item, XX02 is the second item, and so forth.) If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX11 for Force Protection could be divided into XX11AA for Beach Guard Office and XX11AB Dive and Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: A calendar day.

- Delivery Order (D.O.)/Task Order: A delivery order is an order for supplies and a task order is an order for services placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge.

- FORCE PROTECTION (FP). Security measures to protect a ship and its crew from dangerous situations such as terrorist actions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL (GFE/GFM): Items fully transferred to the HS Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Host Nation Government tax is a levy on goods and services made in the local country. The tax rate will vary with the location. The U.S. Government is often exempt from host nation Government Taxes. The Government makes no representation as to the extent to which the HS Contractor may be liable for Host Nation Government taxes.

- HOST NATION (HN): The country, which is being visited by the U.S. ship.

- HUSBAND: To provide all supplies and services required by a ship during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other HS Contractors work with the ship, and assisting with requests for Non-Contract items. To the extent practicable, the HS Contractor shall utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION (MOB & DEMOB):

- Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

- Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPARATELY PRICED (NSP): Item that is not separately priced. The cost for CRAFT should be factored into the Management Fee.

- POINT OF CONTACT (POC): A designated individual who is knowledgeable about an issue and is able to answer questions and make decisions concerning the issue.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples may include pilot services, tugs, picket boats, security guards, and potable water.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- RESERVED: A supply or service for which the price will be negotiated at the time of order. A "Reserved" item is an item that can be ordered when required.

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and, if so, is authorized to sign contracts and place orders.

21. HS CONTRACTOR REPRESENTATIVE – The Government shall contact the following HS Contractor person(s) for prompt contract management:

Name of Individual:	Leonard G. Francis	(b)(6), (b)(7)(C)
Title of Individual:	Executive Group Chairman/ President	
Mailing Address:	15 D Pandan Road Singapore 609266	
Tel No: (Work)	(65) 62685300	(b)(6), (b)(7)(C)
Fax No:	(65) 62707240	
Mobile:	(65) 9798-3155	
E-mail address:	Leonard@glennmarinegroup.com glenncom@glennmarinegroup.com	(b)(6), (b)(7)(C)@glennmarinegroup.com glenncom@glennmarinegroup.com

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER N4034507RCSG0039

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-08-D-0004	29-Feb-2008		N40345-07-T-0091	06-Nov-2007

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)* 8. OFFER DUE DATE/LOCAL TIME 02:00 PM 26 Nov 2007

9. ISSUED BY CODE N40345

U.S. FLEET AND INDUSTRIAL SUPPLY CENTER
DETACHMENT SINGAPORE
PSC 470 BOX 2150
FPO AP 96534-2150

TEL: 65-6750-2543
FAX: 65-6750-2639

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SMALL BUSINESS
  - [ ] HUBZONE SMALL BUSINESS
  - [ ] 8(A)

NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [X] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING 12

14. METHOD OF SOLICITATION
- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE LTD
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED
- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$1,796,469.08

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE
- [ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED 29-Feb-2008

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) Contracting Officer

TEL: (b)(6), (b)(7)(C)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section B - Supplies or Services and Prices

SECTION B1 OVERVIEW
OVERVIEW OF CONTRACT

1. OBJECTIVE - The objective of this contract is to obtain husbanding services for U.S. Navy Ships visiting the Philippines.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) at any berthing or anchoring location in Metro Manila, Subic Bay, Cebu, Puerto Princesa, General Santos, Zamboanga, Legazpi and all other ports in the Philippines. It is to provide services and supplies requested by the ships while in port.

2.2. This contract also includes logistic support services and supplies for Operations Other Than War (OOTW) required by other U.S. Government organizations or agencies. Examples include U.S. Marine Corps, U.S. Army, U.S. Air Force, Military Sealift Command (MSC), Naval Fleet Auxiliary Force (NFAF) ships, U.S. Coast Guard, etc.

2.3. The contract may be subdivided into Lots. Lots may be for individual Ports or they may include several Ports under one Lot. For this contract, Lot 1 is for Metro Manila, Lot 2 is for Subic Bay, Lot 3 is for Cebu, Lot 4 is for Puerto Princesa, Lot 5 is for General Santos, Lot 6 is for Zamboanga, Lot 7 is for Legazpi, Lot 8 is for all other ports in Philippines and Lot 9 is for Operations Other Than War (OOTW) for all locations in the Philippines.

2.4. The individual HS items provided under this contract are listed in Exhibit A, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).

2.5. There is also a requirement to assist the ship in obtaining unforeseen additional items relating to husbanding of the ship in port.

2.6. The holder of this contract is a US Navy contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price Requirements contract. The Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services.

4. DURATION OF CONTRACT - This contract is for a period of twelve (12) months. Additionally, the contract will include FAR52.217-8 OPTION TO EXTEND SERVICES clause. The possible contract duration is eighteen (18) months if the six (6) month extension of services is exercised under FAR 52.217-8.

5. CONTRACT USERS

5.1. Mandatory Users - U.S. Navy ships visiting locations covered under this contract are required to use this contract if HSs are requested (with the exceptions noted below). Ship classifications are listed in Attachment 1.

5.2. Optional Users - The following types of U.S. ships are not required to use this contract but may use it if desired. The Contractor is obligated to provide the service or supply at the same rates listed in The Schedule:

- Military Sealift Command Ships (USNS)
- U.S. Coast Guard (USCG) Ships
- U.S. Army Ships
- U.S. Government personnel conducting business in locations under this contract.
- Department of Defense (DoD) Chartered Ship: These ships usually have their own appointed agent.

However, users of this contract are obligated to order the required services listed in the Schedule of Supplies and Services including any Force Protection. Services ordered are “all or none”.

5.3. Exceptions: The Government has the choice to use or not use this contract under the following types of situations:

- During U.S. Military Exercises or Operations.
- When Host Nation provided support is available.
- When U.S. Government owned supplies or services are available.
- When ship repair work is being done in conjunction with the Port Visit.
- Ships operating outside the Command and control of the 7th Fleet, or other U.S. Navy Fleets.
- Whenever a fixed price product or service listed in this contract is available at a lower price under a port tariff.

6. MULTIPLE SHIP VISITS - The contractor is required to be able to simultaneously Husband a maximum of twelve (12) ships at one time for the Philippines.

7. ESTIMATED QUANTITIES - The number of ship visits and required services or supplies are only estimates. There is no guarantee that the government will meet or exceed the estimates. The ship is not obligated to use all items in The Schedule.

8. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities, or finally provide it themselves to include subcontractors. The Schedule lists what items are available through HN and Port Authorities.

9. MARK V HIGH-SPEED-INTERCEPTOR-CRAFT (HSIC) - Mark V (HSIC) Special Operations Craft may be in port or in the direct vicinity for up to 90 days conducting operations. The Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and Management fees will be based on the total fee for the pair of boats. Attachment 1 provides details.

10. LONG TERM SHIP VISITS –

10.1. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit. During the period of reduction, the Contractor is relieved of all husbanding requirements specified by the Contracting Officer, Ordering Officer and / or AGR as unnecessary; and shall continue to provide only those services specifically authorized by the Contracting / Ordering Officer via verbal and /or written modification of the delivery order (CHT, trash removal, potable water etc).

10.2. Unique/Particular Situations:

10.2.1. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within three (3) days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back before Tuesday, it will be charged subsequent day fees. If the ship comes back on Tuesday, it will be charged the first day rate).

10.2.2. If a ship comes into port and does not notify the Contractor or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days, subject to the conditions in paragraph 10.2.1. above.

10.3. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy

Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong, China SAR and Singapore.

11. SHIPYARDS - U.S. Navy Ships in shipyards may order off of this contract without incurring Management Fees.

12. OTHER PERSONNEL - Other U.S. personnel conducting business at locations covered by this contract may order off of the contract without incurring Management Fees. These orders do not involve continuous management of husbanding services and maybe for items such as vehicles, phones or other services.

13. ORDERING

13.1. Ordering Items on Contract: Only Authorized Government Representatives (AGR) can place orders against this contract. AGRs for this contract are:

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any FISC Detachment Singapore warranted KO or their authorized representative.

13.2. Short Notice Orders: Occasionally, there may be short notice orders of less than 48 hours, which the Contractor should support if possible. If the Contractor cannot support these requirements, then the AGR may solicit them from other companies.

13.3. Substitutions: Substitution of ordered CLIN shall not be allowed unless authorized and accepted in writing by the AGR and requiring activity. If accepted by the AGR or requiring vessel, substituted CLINs shall only be charged at the rate of the originally ordered CLIN. An example would be if a 20 pax bus was ordered, but was not available and substituted with two 10 pax vans. The Contractor will only be able to charge for one 20 pax bus, not two 10 pax vans. If the requiring activity and AGR agree to rates of the substituted CLINs, then it is not considered to be substitution but a change to the requirement.

13.4. Cancellation of Orders:

13.4.1. Unless otherwise provided herein, in the event an order is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled “Termination for the Government’s Convenience (FAR 52.212-4)”, of the clause entitled “CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS” as negotiated. Any disagreements shall be subject to the Disputes clause in the contract.

13.4.2. In rare cases, when ordering of items requires long lead times, the Government may negotiate cost reimbursement under the Termination for the Government’s Convenience clause as stated above.

13.4.3. In all cases, the Contractor is responsible for taking all necessary steps to mitigate any damages or termination costs on behalf of the U.S. Government.

14. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English. All electronic communication between visiting vessels and contractor shall be copied to FISC Detachment Singapore Contracting Officer and Logistic Support Representative. This is to ensure oversight and assistance to either party as required.

15. STANDARDS FOR PROFESSIONAL SERVICES

15.1. The Contractor shall bring to the Navy the highest level of commitment to customer satisfaction including the timely delivery of goods and services at fair and reasonable prices to ships making port visits; continuous oversight of costs and performance throughout the areas covered by this contract; and, meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. To this end, the Contractor shall identify a

representative to act as the principal point of contact between itself and the U.S. Government concerning cost and performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Services Officers and the U.S. Government.

15.2. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

15.2.1. The performance standards are explained in the Quality Assurance Surveillance Plan (QASP) – See Attachment 10.

15.3. The Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

15.4. The Contractor is responsible for ensuring that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

15.5. The Contractor will ensure that subcontractors comply with these requirements.

16. HEIGHTENED VIGILANCE

16.1. The Contractor has an obligation to be alert at all times in order to contribute to the protection of the ship and its crew. The Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The Contractor also has an obligation to report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

16.2. The Contractor will fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the Contractor will identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The Contractor will arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

17. EQUIPMENT - All vehicles, watercraft, and equipment provided must be in sound mechanical condition, be in compliance with local laws and specifications, meet all local safety standards, and have all required current certifications and insurance.

18. GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM) – In the event that the contractor is required to use government equipment, the Contractor shall be responsible for all loss or damage to, or the destruction of, Government property in its possession. The Contractor shall not be responsible for damage due solely to normal wear and tear.

19. CONTRACT PRICING

19.1. Contract Currency - All contract prices are in U.S. Dollars (US$).

19.2. Fixed Price - Prices are firm-fixed-price per unit and are inclusive of ALL costs.

19.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor perform during normal working hours, overtime for work performed outside normal working hours, weekend hours, holidays, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit. The Contractor shall only charge for actual usage while the vessel is in port.

19.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

19.2.3. Pre-Positioning / Pre-Staging - All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

19.2.4. Repositioning equipment. All repositioning of equipment when required shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

19.2.5. All local Government taxes are included in the unit cost.

19.3. Port Tariff (PT) or other controlled prices - (See Exhibit B - Port Tariffs). Items listed as PT where a port or local government type organization controls the price will be paid at the current published rates. For example, if a port provides the Tug boat then the Contractor can only charge the U.S. Government what was charged for the Tug by the port.

19.4. Time Calculations - Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged.

19.5. Demurrage - Demurrage charges shall only be charged if the Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but was not attended to until 1500 hrs when pumping begins. The contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs). Demurrage charges will be charged as stated in the schedule of supplies and services. This only applies to CLINs that have demurrage charges as sub-CLINs.

20. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

CHT	Collection, Holding Transfer Sewage Removal and Disposal
CU M	Cubic Meter
DAO	Defense Attaché Officer
DY	Day
EA	Each
GL	Gallon (3.785 Liters)
HR	Hour
IDD	International Direct Dialing
JB	Job
LO	Lot
M	Meter
MIN	Minimum
NSP	Not Separately Priced
OOTW	Operations Other Than War
PAX	Passenger
PK	Package

PT Port Tariff
QTY Quantity
TBD To Be Determined
TP Trip

21. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any supply or service.

- CAMELS: See Fenders

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the year of the contract. The base year is zero (0), the first Option Year is one (1), and the second Option Year is two (2). (For example a base year would be 0XXX, and the first Option Year is 1XXX, and the second Option Year is 2XXX.) The second digit indicates the Lot number. (For example Lot 1 would be X1XX, Lot II would be X2XX) If there are no Lots in the contract then the second digit will be zero. (For example X0XX) The third and fourth digits are the service or supply item number. (For example XX01 is the first item, XX02 is the second item, and so forth.) If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX12 for Force Protection could be divided into XX12AA for Beach Guard Office and XX12AB Dive and Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: A calendar day.

- Delivery Order (D.O.): A delivery order is an order for supplies placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge. Commercial or commonly used self-fendering devices normally consist of car and/or truck tires. These may not be sufficient for U.S. Navy purposes. The Contractor is to inform visiting vessel/s of this fact so that additional Yokohama type pneumatic fenders may be ordered when and if required.

- FORCE PROTECTION (FP). Security measures to protect a ship and their crew from dangerous situations such as terrorist actions. FP includes taking as many steps as possible to deter an attack. The HS contractor is responsible for contract FP items.

- GARBAGE: See Attachment 2 – Refuse Definitions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL (GFE/GFM): Items fully transferred to the Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Host Nation Government tax is a levy on goods and services made in the local country. The tax rate will vary from with the location. The U.S. Government is usually exempt from host nation Government Taxes.

- HOST NATION (HN): The country, which is being visited by the U.S. ship.

- HUSBAND: To provide all supplies and services requested by a ship during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other contractors work with the ship, assisting with Non-Contract item requests, and generally taking care of all the needs of the ship and personnel on board. It should utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION (MOB & DEMOB):

  - Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

  - Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPARATELY PRICED (NSP): Item that is not separately priced. The CLIN for CRAFT should be factored into the Management Fee. The NSP CLIN is used to administratively order any unpriced items in accordance with the pricing rationale in paragraph refer to Section C (SOW), Arranging Supply and Services.

- POINT OF CONTACT (POC): A designated individual who is responsible for an item and is a single interface. The individual must be knowledgeable of the item and be able to answer questions and make decisions or obtain a decision when required.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples are pilot services, tugs, picket boats, security guards, and potable water. The Contractor has no control over the price and the ship will pay the prevailing rate at the time of service.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- RESERVED: A supply or service for which the price will be negotiated at the time of order.

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and is authorized to sign contracts and place orders.

- TO BE DETERMINED (TBD): Indicates uncertainty about some aspect of the requirement. Detailed information will be provided at time of order. Price will be negotiated once the additional information is provided.

- TRASH: See Attachment 2 – Refuse Definitions.

22. CONTRACTOR REPRESENTATIVE – The Government shall contact the following Contractor person(s) for prompt contract management:

Name of Individual: _____

Title of Individual: _____

Mailing Address: _____

_____

_____

Tel No: _____

Fax No: _____

Mobile: _____

E-mail address: _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001		1	Lot	$1,796,469.08	$1,796,469.08

Base Period - Husbanding Service
FFP
See Exhibit A for a complete listing of all CLINS and SUBCLINS for this CLIN.
The base period shall be for 12 months.
All prices are FOB destination and shall be in U.S. dollars.
This solicitation is issued using the Simplified Acquisition Procedures (SAP) Test Program as authorized by FAR 13.5.
FOB: Destination
PURCHASE REQUEST NUMBER: N4034507RCSG0039

ESTIMATED NET AMT	$1,796,469.08

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001 OPTION		1	Lot		$ EST

Option Period 1 - Deleted
FFP
Option Period deleted - See Exhibit A for a complete listing of all CLINS and SUBCLINS for this CLIN.
The duration of this option period 1 shall be for six (6) months.
All prices are FOB destination and shall be in US dollars.
The solicitation is issued using Simplified Acquisition Procedures (SAP) Test Program as authorized by FAR 13.5.
FOB: Destination
PURCHASE REQUEST NUMBER: N4034507RCSG0039

ESTIMATED NET AMT	$ (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
9000					
	Exhibit A - ELIN's FFP FOB: Destination PURCHASE REQUEST NUMBER: N4034507RCSG0039				
				ESTIMATED NET AMT	$0.00

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

STATEMENT OF WORK (SOW)

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 1 – Classifications of Navy Ships)

1.1 PRE-ARRIVAL HUSBANDING DUTIES.

1.1.1. The Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The Contractor shall order requested services and supplies.

1.1.3. Pre-arrival CRAFT Cost Estimate - The Contractor shall furnish to each ship and FISC Detachment Singapore Contracting Officer a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship and the Contracting Officer within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship’s arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated “additional” costs.

1.1.4. These estimates shall be provided for all US Navy, Military Sea-lift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the Husbanding Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U. S. Defense Attaché’s Office.

1.1.6. The Contractor shall prepare and stage all required supplies and equipment prior to the ship’s arrival. Staging may be as required by each location.

1.1.7. The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

1.1.8. The Contractor shall assist the ship’s Advance Party to include planning and coordination meetings.

1.2. POST-ARRIVAL HUSBANDING DUTIES

1.2.1. The Contractor shall Husband the ship when at the berthing location.

1.2.2. The Contractor shall install all equipment upon ship arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The Contractor shall brief the designated ship representative about Contractor provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. Also, the Contractor will provide their POC information with 24 hour contact phone numbers.

1.2.5. The Contractor shall provide the SUPPO upon ship's arrival a copy of The Schedule and SOW, applicable port tariffs and current prices for frequently ordered services such as laundry services and vehicle rental.

1.2.6. Money Exchange Services:

1.2.6.1. The Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. This Official Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.6.2. The Contractor shall arrange for authorized moneychangers to exchange ship personnel U.S. dollars with local currency. Exchange services onboard ship shall be made available to crewmembers at least two hours daily with buy back service on the day before the ship's departure. The moneychangers may include a nominal commission of no more than plus or minus 1.5% difference from the Official Rate above.

1.2.7. Laundry Services:

1.2.7.1. The Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure.

1.2.7.2. The Contractor shall assist in resolving vendor billing discrepancies.

1.2.8. Interpreter Services:

1.2.8.1. All contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port.

1.2.8.2. The Contractor is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered by the Supply Officer under this contract or any other contract.

1.2.9. Mail Delivery Services: The Contractor shall provide mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

1.2.10. Moral Welfare and Recreation (MWR) Services:

1.2.10.1. The Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) contractor servicing the ship.

1.2.10.2. If an ITT contract has been awarded which covers Philippines then the HS Contractor must refer all MWR requests to the authorized ITT contractor. If awarded, the ITT contractor is the U.S. Navy's sole representative for this service. Only MWR may sell, offer, offer to sell, or collect a fee for booking or providing accommodation, tours, travel, recreation or entertainment to the ship's crew. Under no circumstances will the Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

1.2.11. Passing Ship's Orders: The Contractor shall coordinate and pass orders, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts. This service includes all necessary actions to facilitate the acceptance of supplies or services ordered under Government contracts. The HS Contractor shall also arrange for these contractors invoicing and payments by the ship. The HS contractor must have a mutual agreement with the other contractors to perform these services for them. Any disputes or discrepancies arising from

the order will be resolved directly between the ship and the other contractor(s) with assistance from the HS Contractor and FISC Detachment Singapore.

1.2.12. Customs & Immigration: The Contractor shall assist ship personnel with immigration and customs requirements into their country. This includes providing Visa and Customs application forms. The Contractor shall contact the FISC Detachment Singapore prior to arrival to ascertain how many personnel will require assistance.

1.2.13. The Contractor shall facilitate the ship's timely departure.

1.2.13.1. The Contractor shall provide a timely cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.13.2. The Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided.

1.2.13.3. The Contractor shall remove all provided equipment.

1.3. ARRANGING SUPPLIES AND SERVICES

When requirements exist for items not priced in the Schedule of Supplies and Services, the Contractor shall assist the Supply Officer of the vessel in obtaining information from, and delivering information to, reliable sources for these items by identifying responsible sources, performing market surveys, providing pricing information from at least three sources whenever feasible, and delivering Government orders. In obtaining or delivering this information, the Contractor shall inform the potential sources that it is solely obtaining and delivering information for the U.S. Navy, and is not entering into any contractual commitment. The information obtained shall be submitted to the ship's Supply Officer who shall issue appropriate contractual documents and courtesy copy to FISC Detachment Singapore Contracting Officer. The Contractor shall deliver to the vendor the Supply Officer's or Contracting Officer's order to purchase the supplies or services. This order shall be in writing (facsimile and electronic transmission included) and signed by the Supply Officer or Contracting Officer specifying the price, item(s), quantity, and delivery requirements of the order. The Contractor shall facilitate receipt of the items by the ship. The Contractor is not required to arrange unofficial requirements or personal requests from individual crewmembers. In certain cases (i.e. Fuel, FF&V, Bread and Eggs) the Contractor shall use the SOWs furnished herein when arranging supplies and services.

In the event the above process cannot be followed by the Supply Officer, the Contractor is still responsible for promoting competition to the maximum extent practicable to obtain supplies and services from the source whose offer is the most advantageous to the Government. In addition, if the supply or service required is greater than $3,000, the Contractor shall provide information on the results of competition conducted by providing: name of the sources contacted, amount of each offer received (indicating the items ordered, quantity, unit price and total price) and rational for decision. This information must be provided to FISC Detachment Singapore Contracting Officer during the ship visit or no later than 7 days after the ship's departure from the visited port. The Contractor's responsibility to promote competition as indicated in this paragraph will be evaluated based on the criteria established in Section B1, Overview, paragraph 15, Standards for Professional Service; sub-paragraph 15.1 and 15.2.

No later than 60 days after contract award, the Contractor is required to submit written policy and procedures on Arranging Supplies and Services (to include purchasing procedures). The Contracting Officer will review the plan for acceptability, and may require revisions to the policy. When the Contracting Officer deems the written policy and procedures acceptable to the Government, the Contracting Officer will approve the plan.

1.4. FRESH FRUITS AND VEGETABLES (FF&V), BREAD, EGGS, AND OTHER SUBSISTENCE ITEMS

1.4.1. When requested by the ship, the Husbanding Contractor shall assist in arranging for the timely provision of FF&V, Bread and Eggs and other subsistence items. FF&V shall be of good quality and meet the

following specific standards: 1) Shall not be grown (cultivated) using nightsoil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. The Husbanding Services Contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars (Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Any delivery charges shall already been part of the price and should not be shown separately.

1.4.2. In all cases where the total cost of FF&V and subsistence items received by a ship exceeds $10,000.00 for a port visit, the Contractor, in addition to the CRAFT reports, shall submit a report via e-mail to FISC Detachment Singapore within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the Contractor shall provide copies of all quotes obtained.

1.4.3. The Husbanding Contractor is responsible for ensuring that the sources recommended to the ship's SUPPO for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection is provided as Attachment 8.

1.4.4. Husbanding Contractors shall consider this requirement for inspection of sources when recommending or selecting suppliers of subsistence items. Under no circumstances should the Contractor recommend or offer for acceptance subsistence items from non-approved sources.

1.4.5. The Contractor shall comply with the Quality Assurance Provisions as per Attachment 9.

1.5. PRE-SAILING VISIT: The Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor's best estimate and an adjustment will be made later.

1.5.1. The payment will be made by the ship prior to departure from the port. If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Officer, U.S. Navy Region Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury check. The Contractor must accept the U.S. Government commercial purchase card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPC is the MasterCard. If a ship uses a U.S. Government credit card, the ship shall reimburse the Contractor any surcharge imposed by the financial institution processing the credit card transaction. The applicable credit card surcharge cannot exceed three (3) percent. Upon award of contract, the Contractor shall provide evidence furnished by the Financial Institution of the credit card surcharge.

1.5.2. The Contractor shall also provide any invoices for port tariff items which have been completed for certification by the ship's Supply Officer.

1.5.3. Copies of all invoices presented to the ship shall be provided to FISC Detachment Singapore Contracting Officer within seven (7) working days from the departure of the visiting vessel.

1.5.4. The Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for this information shall be the Command Duty Officer, Supply Officer, or his designated representative.

2. OPERATIONS OTHER THAN WAR (OOTW) AND EXERCISE/ LOGISTIC SUPPORT FEES (LOT 2) (CLIN XX36)

2.1. Operations Other Than War (OOTW), sometimes referred to as “contingencies”, are defined as emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. In addition to rescue and humanitarian relief missions, military contingencies can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property; training efforts and exercises in preparation for actual contingencies shall also be included.

2.2. An exercise is defined as a prearranged, preplanned evolution being conducted between the U. S. Government and a foreign nation for Humanitarian, training, or other purpose of a specified duration. The name of the event will generally, but may not always, include the word “exercise.”

2.3. Logistic Support is defined as goods and services provided in a background framework to an operation or an exercise. Logistics Support can take place in the immediate vicinity of the operation/exercise or a great distance away.

2.4. An operation can be further defined as an unplanned, real world deployment of troops for an indefinite period of time. It can include Non-combatant Evacuation Operations (NEO’s).

2.5. The Navy's Husbanding Contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a country wide network familiar with the different political and commercial infrastructures, as well as cultural and language nuances where the OOTW and/or Exercise/ Logistic Support is conducted to ensure timely fulfillment of the Navy's requirements. In addition to the above, the Contractor shall furnish personnel with the following qualifications:

2.5.1. ability to speak the local language in the country of the OOTW and/or Exercise/ Logistic Support
2.5.2. capacity to travel to the OOTW or forward logistic site within 24 hours of notification
2.5.3. current innoculation records
2.5.4. possess a valid up-to-date passport.

2.6. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours a day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. He is there to assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The contractor team shall consist of a minimum of two personnel per location that the OOTW and/or Exercise/ Logistic Support is being conducted. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

2.7. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the Contractor’s Husbanding fees and CLINS shall apply.

2.8. A sample of the potential list of OOTW and/or Exercise/ Logistic Support supplies and services is provided for contractor reference in Exhibit C. The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the Husbanding Contractor shall make every effort to locate at least three sources.

3. BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The Contractor shall place additional fenders between the breasting barge and the ship when requested.

3.3. The Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. BROW (CLIN XX04)

4.1. The Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not damage the surface of the pier.

4.2. Due to the dramatic height difference between the submarine deck and pier, the Contractor provided submarine brow must afford personnel a smooth and safe transit when entering or exiting thesubmarine deck. Also, the submarine brow must be capable of supporting shorepower cables without damaging the cable.

5. CAMELS (CLIN XX05) - The Contractor shall provide camels as fenders for the ship.

6. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX06)

6.1. The Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

6.2. The Contractor shall pump sewage from the ship to contractor-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

6.3. The Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

6.4. The Contractor shall provide CHT hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

6.5. When collection of CHT is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship.

6.6. The Contractor shall properly dispose of all sewage in accordance with Section B1 - OVERVIEW of the contract section, paragraph 15, Standards for Professional Services.

6.7. The Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements.

7. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX07)

7.1. The Contractor shall arrange for landlines to be installed aboard the ship.

7.2. The Contractor shall provide fully charged, mobile hand phones with chargers capable of using dual voltage. Each mobile phone provided shall include a spare battery and an operating manual/instruction with published rates for usage.

7.3. The Contractor shall provide activation, auto roaming, long distance accounts, and airtime for land and mobile hand phones.

7.4. The Contractor shall provide commercial telephone booth and sale of phone cards for personal use by crewmembers.

7.5. The Contractor shall provide pre-paid International Calling Cards for official use.

8. CRANE (CLIN XX08) - The Contractor shall provide cranes with operators, required assistant personnel (minimum two assistants), and support equipment such as slings, lifting bars, and nets. When ordered, the Contractor is required to provide mobile crane services (shore crane and floating crane) with operator. The Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

9. DOCKAGE AND WHARFAGE (CLIN XX09) - The Contractor shall provide pier and wharf usage.

10. FENDERS (CLIN XX10) - The Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

11. FLEET LANDING (CLIN XX11) - The Contractor shall provide a Fleet Landing site at designated piers. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct Force Protection (FP) operations. The Contractor shall ensure that this area is kept clean during the ship visit in port.

12. FORCE PROTECTION (CLIN XX12)

12.1. General (CLINs XX01 & XX02): The Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The Contractor must develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The Contractor must coordinate all aspects of FP planning and services with Port Authorities, HN agencies, and U.S. Embassy security staff. If the HN is supplying FP assets the Contractor must verify they are available and are scheduled to show up on time. The Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

12.1.1. Access Points: The Contractor shall establish a single entry and exit point to the pier area.

12.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

12.1.3. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

12.1.3.1. Background Checks. The Contractor shall run security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees who fail this background investigation.

12.1.3.2. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

12.1.3.3. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

12.1.4. Access Lists: The Contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

12.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

12.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

12.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

12.1.5. Inspections. The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

12.1.6. Stand-Off Distances:

12.1.6.1. Objects: The Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.1.6.2. Unloading Zones: The Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship or to the maximum extent practicable.

12.1.7. Warning Signs: The Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

12.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. A clear warning must be given that the use of deadly force may be authorized by the local security guards or police force.

12.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area & Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

12.1.8. The Contractor shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The Contractor's written policy shall describe the required measures to protect ship schedule information.

12.2. Non-Contract FP Measures: The Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Detachment Singapore Contracting Officer. The Contractor must explain what the FP service will entail and why it is being required. The Contracting Officer

will coordinate this requirement with the ship's FP personnel. Once a decision is made then the Contractor will be either authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

12.3. Beach Guard Office or Tent (CLIN XX12AA)

12.3.1. The Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ships personnel while performing security checks on personnel, baggage, and vehicles.

12.3.2. The office or tent will be large enough to accommodate a minimum of five (5) people. Tents will have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The Contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 LB, CO_2 fire extinguisher will be provided and kept fully charged.

12.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

12.4. Dive and Vetting Operations (CLIN XX12AB)

12.4.1. The Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

12.4.2. The pier will be vetted prior to the ships arrival.

12.4.3. The Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

12.4.5. The Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

12.5. Floating Line of Demarcation (CLINs XX12AC through XX12AD)

12.5.1. The Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. Rather it is to help identify a safe standoff zone.

12.5.2. The Contractor shall comply with the specification of the FLD in Attachment 3.

12.6. Perimeter Fencing (CLIN XX12AE)

12.6.1. The Contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if

additional fencing is required to control access to the pier, then the Contractor will provide portable chain link fencing with vehicle and walk up entrances.

12.6.2. The perimeter fence provided by the Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved Entry Point: Entry available for vehicles and personnel.

12.7. Physical Security Barriers (CLIN XX12AF through XX12AJ)

12.7.1. The Contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

12.7.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used. As well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

12.7.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zig zag patterns to control the speed of access.

12.7.4. A personnel entry point must be established through the barriers.

12.7.5. Barriers may also be used to seal off secondary Port gates.

12.7.6. All barriers must be placed prior to a ship's arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

12.8. Picket Boats (CLIN XX12AK)

12.8.1. The Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

12.8.2. The Contractor shall comply with Attachment 4 for picket boat operations and specifications.

12.9. RESERVED (CLIN XX12AL)

12.10. Portable Lighting (CLIN XX12AM)

12.10.1. The Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Ports installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship.

12.10.2. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

12.11. Security Guards Services (CLINs XX12AN through XX12AP)

12.11.1. The Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

12.11.2. The Contractor shall comply with Attachment 5 for security guard operations.

12.11.3. All security guards shall be armed.

12.12. EOD/Drug K9 Dogs & Handler Teams (CLIN XX12AQ) – The Contractor shall provide teams of EOD / Drug K9 detection teams. The teams shall include one (1) dog and one (1) handler.

12.13. Two Way Radios (CLIN XX12AR) - The Contractor shall provide two way radio sets capable of communicating with the ship, picket boats and to the shore patrol designated individuals.

12.14 Hand Held Wand Metal Detectors (CLIN XX12AS) - The Contractor shall provide hand held metal detectors capable of detecting metal.

12.15. Hand Held Explosive Detectors (CLIN XX12AT) - The Contractor shall provide hand held explosive detectors capable of detecting explosives.

12.16. Walk Thru X-Ray & Metal Detector (CLIN XX12AU) - The Contractor shall provide walk thru X-ray & metal detector capable of detecting metal.

12.17. X-ray Baggage Scanning Machine airport-type (CLIN XX12AV) – The Contractor shall provide X-ray baggage scanning machine capable of X-raying hand carried luggage and bags to determine its contents. Equipment shall be manned by professionally trained operator to operate the equipment 24 hours a day.

13. FORKLIFT WITH OPERATOR (CLIN XX13) - The Contractor shall provide forklifts with operators for loading and unloading operations.

14. FUEL (CLIN XX14)

14.1. Normally, fuel is provided by the HN or by other U.S. Navy bunkering contracts. However, if those sources are not available, then the HS Contractor may be required to assist in obtaining the fuel. In that case, the Husbanding Contractor must comply with this paragraph and must ensure the attached specifications are met by the fuel provider.

14.2. If a ship requires the Husbanding Contractor to provide fuel, the Husbanding Contractor shall contact the bunkering contractor or HN source. If the HN or bunkering contractor can provide the fuel within the time needed, the Husbanding Contractor shall so inform the ship. However, if the HN or US Government bunkering contractor cannot deliver the fuel when required by the ship, the Contractor shall so inform the SUPPO or FISC Detachment Singapore and request approval to proceed. Only after this is done, may the Contractor arrange for fuel delivery.

14.3. The Contractor shall only charge fuel at the daily commercial fuel rate established by theh port or local authorities. The Contractor shall provide documentation of the daily rate to the SUPPO. The fuel price charged shall be free on board the ship whether at pier side or at anchor. Compensation for all husbanding efforts or costs associated with assisting in the acquisition and delivery of fuel (for instance, dealing with customs authorities) are included in, and otherwise covered by, the daily fixed husbanding services rates set out in the Schedule of Supplies/Services of this contract.

14.4. The Contractor shall provide fuel in accordance with Attachment 6 – Fuel Specifications.

14.5. The Contractor shall provide a fuel barge or truck to transport fuel to the ship.

14.6. The Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

14.7. The Contractor shall load the ordered fuel and transport to the ship. The Contractor shall transfer the fuel from the fuel barge or truck to the ship. The Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

14.8. The Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

15. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX15)

15.1. The Contractor shall remove and dispose of garbage and trash from the ship.

15.2. The Contractor shall provide dedicated refuse bins to the ship.

15.3. If collection is done by sea, the Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship.

15.4. The Contractor shall collect all loose refuse placed adjacent to refuse bins.

15.5. The Contractor shall immediately clean up any spilled refuse.

15.6. The Contractor shall properly dispose of all collected refuse.

16. LINESBOATS (CLIN XX16) - The Contractor shall provide Linesboats to assist in docking line handling operations.

17. LINE HANDLERS (CLIN XX17)

17.1. The Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier.

17.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

18. MANLIFT (WITH OPERATOR) (CLIN XX18)

18.1. The Contractor shall provide a manlift with operator and a full fuel tank.

18.2. The Contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning.

18.3. The Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The Contractor shall maintain documentation of ship personnel acknowledgement of the training.

19. MATERIAL HANDLING (CLIN XX19)

19.1. The Contractor shall provide material handling services for the ship. They will receive material shipped to them to include clearing customs, store the items, report the status of the items, deliver to the ship, and forward the items if unable to deliver.

19.1.1. The Contractor shall use counter-to-counter delivery and charge by each Bill of Lading.

19.1.2. All material shipped shall be labeled “SHIP’S SPARE IN TRANSIT”

19.1.3. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship’s arrival.

19.1.4. Shipping documents shall be labeled ‘SHIP’S SPARE(S) IN TRANSIT” and addressed to the ship’s Commanding Officer of the Unit and care of the Contractor.

19.2. The Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel.

19.3. The Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

19.4. The Contractor shall use forklifts and cranes from The Schedule.

19.5. The Contractor shall receive the package from the carrier and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

19.6. The Contractor shall deliver the package to the shp after arrival in port or the following morning.

19.7. The Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative or FISC Detachment Singapore.

19.8. The Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship.

19.9. The Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

20. MISCELLANEOUS (CLIN XX20)

20.1. Portable Latrine (CLIN XX20AA)

20.1.1. The Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

20.1.2. The Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

20.1.3. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

20.1.4. The Contractor shall clean latrines twice daily.

20.2. Tower Flood Light (CLIN XX20AB) – The Contractor shall provide tower flood light for additional lighting at pierside.

20.3. Security Flood Light (CLIN XX20AC) – The Contractor shall provide security flood light for additional lighting at pierside.

21. OIL BOOMS (CLIN XX21)

21.1. The Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water.

21.2. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

21.3. The Contractor shall dispose all oil waste caught in the Oil Boom.

22. OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX22)

22.1. The Contractor shall remove oily waste and aggregate water from the ship.

22.2. The Contractor shall pump oily waste and aggregate water from the ship to Contractor provided equipment.

22.3. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed.

22.4. The Contractor shall provide hoses of sufficient length from contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

22.5. When removal is done via barge, the Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship.

22.6. The Contractor shall properly dispose of all oily waste and aggregate water.

22.7. The Contractor shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements.

23. PAINT FLOAT (CLIN XX23)

23.1. The Contractor shall provide paint floats to hold personnel painting the ship.

23.2. The paint float deck shall be between two (2) to three (3) meters above the waterline and the scaffolding shall be no higher than 3.5 meters from the deck.

23.3. The ship is responsible to secure the paint float to the ship if rented for more than one day.

24. PILOTS (CLIN XX24) - The Contractor shall provide qualified pilots to navigate the ship to and from the berthing locations.

25. POTABLE WATER (CLIN XX25) - The Contractor shall deliver fresh, potable water to the requesting ship in accordance with the current World Health Organization (WHO) Guidelines for drinking-water quality, located at http://www.who.int/water_sanitation_health/dwq/gdwq3rev/en/index.html, to the intake hose of the requesting ship suitable for showering, cooking and cleaning. Water availability shall be in accordance with the delivery schedule specified by the SUPPO. The ship shall test and determine acceptability of the water delivered.

26. PRATIQUE (CLIN XX26) - The Contractor shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

27. REEFER CONTAINER (CLIN XX27)

27.1. The Contractor shall provide reefer containers with power source for refrigerated storage.

27.2. The Contractor shall provide diesel generators with fuel and properly sized to operate reefers continuously. Generators shall emit sound levels of less than 84 decibels.

27.3. The Contractor shall make all power connections between the generator and reefer.

27.4. The Contractor shall operate the reefer at the temperature specified by the ship.

28. SHORE POWER (CLIN XX28)

28.1. The Contractor shall provide shore power to the ship using

28.1.1. Port provided permanent connection system.

28.1.2. Or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels.

28.2. The Contractor shall provide all cables and make all power connections between the generator and ship.

28.3. The availability of shore power shall be in accordance with the schedule established by the ship.

29. RESERVED – SHORE STEAM (CLIN XX29) – The Contractor shall provide shore steam to the ship.

30. STEVEDORE SERVICES (CLIN XX30) - The Contractor shall provide stevedores and supervisors for general labor.

31. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX31)

31.1. The Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

31.2. The Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

32. TRANSPORTATION VEHICLES (CLIN XX32)

32.1. The Contractor shall provide vehicle service with qualified drivers for official government business.

32.2. The Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

32.3. The Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

32.4. The Contractor shall provide drivers who can speak and understand English clearly.

32.5. The Contractor shall provide only vehicles with air conditioning.

32.6. The Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

32.7. The Contractor shall return all items left in rental vehicles to the ship's SUPPO or to FISC Detachment Singapore if the ship has departed.

32.8. The Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

33. TUGS (CLIN XX33)

33.1. The Contractor shall provide tugs to bring ships to and from berthing locations.

33.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

33.3. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

33.4. If tugs are not available through the port authority, the Contractor shall use commercially available tugs.

34. WATER TAXIS (CLIN XX34)

34.1. The Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 7 – Water Taxi Specifications.

34.2. The Contractor shall return all items left in water taxis to the ship's SUPPO or FISC Detachment Singapore.

34.3. The Contractor shall obtain written acknowledgement of water taxi service by the ship's duty officer onboard. Logs shall be used to document arrival and departure times.

35. CRAFT REPORT (CLIN XX35)

35.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit D - CRAFT.

35.2. The report shall be submitted to FISC Detachment Singapore Contracting Officer or FISC Detachment Singapore within seven (7) working days of each ship's departure.

36. OPERATIONS OTHER THAN WAR (OOTW)/CONTINGENCY OPERATIONS AND DISASTER RELIEF FEES (CLIN XX36) See MANAGEMENT SERVICES (CLIN XX01), paragraph 2 above also.

36.1. OOTW refers to a "Contingency operation" as that term is defined in FAR 2.101. In addition, for purposes of this contract, it refers to rescue and humanitarian relief missions, Non-combatant Evacuation Operations (NEO's), or an unplanned, real world deployment of troops for an indefinite period of time. The provisions of FAR Part 18, Emergency Acquisitions (effective 5 Jul 2006), apply in full to the OOTW requirements of this contract.

36.2. Logistics Support is defined as goods and services provided in a background framework to an operation. Logistics Support can take place in the immediate vicinity of the operation or a great distance away.

36.3. The Contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a network familiar with the local political and commercial infrastructures, cultural and lingual background, and business practice. In order to assist the Navy's response to OOTW, the Contractor shall furnish personnel with the following qualifications:

36.3.1. Ability to speak the local language where OOTW is being conducted.
36.3.2. Capacity to travel to the OOTW or forward logistic site within 24 hours of notification.
36.3.3. Current inoculation records.

36.3.4. Possess a valid up-to-date passport.

36.4. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours a day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. The Contractor shall assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The Contractor shall ensure that sufficient personnel are available at each supported location to effectively perform all necessary tasks. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

36.5. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the contractor's Husbanding fees and CLINS shall apply.

36.6. If an advance party arrives in a country for OOTW, the Contractor shall bill at the OOTW subsequent day rate. If the operation is on going, the Contractor shall bill the OOTW first day rate and then subsequent days. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the Contractor's services are ordered.

36.7. Regardless of location, OOTW support requests for other than the basic service under this CLIN for operations not associated with ships are exempt from the requirements portion of the contract.

36.8. A sample of the potential list of OOTW and/or Exercise/ Logistic Support supplies and services is provided for Contractor reference in Exhibit C. The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the husbanding Contractor shall make every effort to locate at least three sources and shall provide a copy of all documents to the Contracting Officer. In very unique time sensitive situations, the Contractor may be tasked to source and provide a large variety of supplies and services on a very compressed delivery schedule in support of large scale operations like NEOs, etc or other real world events. In these unique situations, the requirement to document market research and source selections for supplies/services over $3000 is still mandatory.

36.9. An exercise is defined as a prearranged, preplanned evolution being conducted between the Government and a foreign nation for training or other purpose of a specified duration. The name of the event will generally, but may not always, include the word "exercise". It includes training efforts and exercise-like activity in preparation for actual contingencies.

36.10. The Contractor shall provide exercise and logistics support in the same manner as is provided for OOTW support.

36.11. Disaster Relief is defined as emergency operations or preparedness to support civil society to cope with natural or man-made disasters. Disaster relief is concerned with recovery efforts.

36.12. The Contractor shall provide disaster relief support in the same manner as is provided for OOTW support.

37. OOTW COST REPORT (CLIN XX37)

37.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for OOTW or each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The sample report format is provided in Exhibit D – CRAFT.

37.2. The report shall be submitted to FISC Detachment Singapore Contracting Officer or FISC Detachment Singapore within seven (7) working days of each ship's departure.

Section D - Packaging and Marking

Per individual delivery order

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
9000	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-MAR-2008 TO 28-FEB-2009	N/A	N/A FOB: Destination	
1001	POP 01-JAN-2009 TO 30-JUN-2009	N/A	N/A FOB: Destination	
9000	N/A	N/A	N/A	N/A

INVOICE AND PAYMENT
INVOICES AND PAYMENTS

1. The Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor's best estimate and an adjustment will be made later.

2. The payment will be made by the ship prior to departure from the port. If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Officer, U.S. Navy Region Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury check. The Contractor must accept the U.S. Government commercial purchase card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPC is the Mastercard. If a ship uses a U.S. Government credit card, the ship shall reimburse the Contractor any surcharge imposed by the financial institution processing the credit card transaction. The applicable credit card surcharge cannot exceed three (3) percent. Upon award of contract, the Contractor shall provide evidence furnished by the Financial Institution of the credit card surcharge.

3. Copies of all invoices presented to the ship shall be provided to FISC Det Singapore Contracting Officer within seven (7) working days from the departure of the visiting vessel.

Section I - Contract Clauses

CONTRACT CLAUSES
CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions – Commercial Items	FEB 2007
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items	AUG 2007
52.216-21	Requirements	OCT 1995

CLAUSES INCORPORATED BY FULL TEXT

ADDITIONAL CONTRACT TERMS AND CONDITIONS

(a) Oral Orders (Indefinite Delivery Contracts) (SUP 5252.216-9402) (JAN 1999). Oral orders may be placed, provided the following conditions are complied with:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.

(3) Invoices for supplies or services furnished in response to total orders will be accompanied with a received copy of each related delivery ticket.

(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

(b) Written Orders (Indefinite-Delivery Contracts) (SUP 5252.216-9403) (JAN 1992). Written orders on Standard Form 1449/DD Form 1155 will contain the following information, consistent with the terms of the contract:

(1) Date of order;
(2) Contract number and order number;
(3) Item number and description, quantity, and unit price;
(4) Delivery or performance date;
(5) Place of delivery or performance (including consignee);
(6) Packaging, packing, and shipping instructions, if any;
(7) Accounting and appropriation data;
(8) Any other pertinent information.

(c) Payment by Third Party (FAR 52.232.36*)* (MAY 1999) - This clause is incorporated by reference.

(d) Ordering (FAR 52.216-18) (OCT 1995)

(1) Any supplies and services to be furnished under this contract shall be ordered by issuance of task/delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award to final day of the contract.

(2) All task/delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a task/delivery order or task order and this contract, the contract shall control.

(3) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the schedule.

(e) Order Limitations (FAR 52.216-19) (OCT 1995)

(a) *Minimum ordering amount.* When the Government requires supplies or services covered by this contract in an amount of less than US $50.00, the Government is not obligated to order, nor is the Contractor obligated to furnish, those supplies or services under this contract.

(b) *Maximum ordering amount*. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of the estimated quantity for that item, which is identified in the pricing schedule of this contract;

(2) Any single order for a combination of items in excess of the total estimated dollar value for the applicable performance period of this contract; or

(3) A series of orders from the Government within 120 days that together call for quantities exceeding the estimated quantities identified in the pricing schedule by more than two hundred percent (200%).

(c) This is a requirements contract (which incorporates FAR 52.216-21), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum ordering limitations in paragraph (b), unless the order(s) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to furnish the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the required supplies or services from another source.

(f) Contract Type. The resulting contract will be a Fixed Price Requirements contract.

(g) Requirements (FAR 52.216-21) (OCT 1995)-(ALTERNATE I) (APR 1984)

(1) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(2) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by

orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(3) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(4) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(5) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(6) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after thirty (30) days beyond the expiration of the contract.

(h) Option To Extend Services (FAR 52.217-8) (NOV 1999) (MODIFIED). In order to maintain continuity of service, the Government may require continued performance of any services within the limits and at the rates specified in the contract. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise this option by written notice to the contractor within fifteen (15) days before the contract expires.

(i) RESERVED.

(j) Inconsistency Between English Version & Translation Of Contract (FAR 52.225-14) (FEB 2000). In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(k) Taxes – Foreign Fixed Price Contracts (FAR 52.229-6) (JUN 2003). Incorporated by reference.

(l) Payment by Electronic Funds Transfer--Central Contractor Registration (FAR 52.232-33) (OCT 2003). Incorporated by reference.

(m) Authorized Changes Only By The Contracting Officer (SUP 5252.243-9400) (JAN 1992)

(1) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(2) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(3) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will

be made in the contract price to cover any increase in charges incurred as a result thereof. The address and FAX telephone number of the Procuring Contracting Officer (PCO) are:

Commercial Address: FISC Detachment Singapore
PSA Sembawang Terminal
Deptford Road, Building 7-4, Unit 2-9
Singapore 759657

Military Address: PSC 470, Box 2150
FPO AP 96534-2150

FAX Numbers: (65)-6-750-2639 or 2382

(n) Provision for Wood Products SA 03-05 NAVSUP CLAIMANCY POLICY - Pinewood Nematode (microscopic roundworm) Free Non-Manufactured Wood Pacing (NMWP) Material (SWPM) (Nov 2002) NAVSUP

(1) Definition. 'Pinewood nematode' as used in this provision, means a microscopic roundworm that has infested coniferous (softwood) trees.

(2) All non-manufactured wood lumber, pallets boxes, crates, containers, reels blocking and bracing, dunnage, drums, etc. for all shipments are required to be certified pest- (pinewood nematode) free. All wood pallets, boxes, crates, containers, reels, blocking and bracing, dunnage, drums, etc. ordered/delivered from vendors/suppliers shall be heat-treated and marked to the American Lumber Standards Committee (ALSC), NMWP policy and enforcement standards. The approved method for ensuring NMWP material is pinewood nematode free is as follows:

(i) Heat-treated to a minimum core temperature of 56°C(133°F) for at least 30-minutes in a closed chamber that has been tested evaluated, and approved officially for this purpose. In addition, the susceptible wood shall display an officially approved heat-treated marking enabling the identification of where and by whom the above treatment has been carried out.

(3) All bulk lumber procured for the fabrication of pallets, boxes, crates, containers, reels, skids, blocking and bracing, dunnage, drums, etc., shall be certified and marked as a part of the fabrication process, to the ALSC NMWP policy and enforcement standards. Vendors/Suppliers using ALSC-certified lumber to make or repair wooden boxes, crates, skids, containers, pallets, reels, drums, etc., must have formal processing procedures and documentation to ensure that only certified lumber leaves their fabrication point.

(4) This provision is self-deleting if the material or supplies are not shipped in NMWP material.

(o) Agency Protests

(1) Prior to submission of an agency protest, all parties should use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions.

(2) FISC Detachment Singapore will process agency protests in accordance with the substantive and procedural requirements of FAR 33.104(d).

(3) Pursuant to FAR 33.103(d)(4), an agency protest may be filed directly with either the Contracting Officer or the Chief of the Contracting Office. A protestor who initially files an agency protest with the Contracting Officer may appeal an adverse decision to the Chief of the Contracting Office. Agency protest submissions should clearly identify the initial adjudicating official, i.e., the "Contracting Officer" or "Chief of the Contracting Office".

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2005) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acq.osd.mil/dp/dars/
http://www.arnet.gov/
http://farsite.hill.af.mil/

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

__X__ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

____252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

____252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

____ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).).

____ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

____ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

____ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2005) (------ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

____ 252.225-7021 Trade Agreements (JUN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

____ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (------ Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

_____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

____ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

_____ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

__X__ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (_____Alternate I) (MAR 2000) (_____Alternate II) (MAR 2000) (____Alternate III (May 2002).

____252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

EXHIBITS AND ATTACHMENTS
Applicable documents, exhibits, and attachments for this contract are:

EXHIBIT NO.	DOCUMENT
A	Schedule of Supplies and Services
B	Port Tariff
C	OOTW Sample
D	CRAFT Report

ATTACHMENT NO.	DOCUMENT
1.	Classifications of Ships
2.	Refuse Definitions
3.	Floating Line of Demarcation (FLD) Specifications
4.	Picket Boat Operations & Specifications
5.	Security Guard Operations
6.	Fuel Specifications
7.	Water Taxi Specifications
8.	Request for Sanitary Inspection
9.	Quality Assurance Provisions (including Appendices A & B)
10.	Quality Assurance Surveillance Plan (QASP)

EXHIBIT A – SCHEDULE OF SUPPLIES AND SERVICES
See Section B2 - Exhibit A (ELINs) Schedule of Supplies and Services.
Separate Excel spreadsheet is attached. Complete all unit prices in US Dollars under each lot and grand total. A completed Excel soft copy shall be forwarded to the Contracting Officer as part of the offer to enable the Contracting Officer verify formulae when evaluating prices.
EXHIBIT B - PORT TARIFF ITEMS
The Excel spreadsheet provides estimates of port tariff rates only.
EXHIBIT C – OPERATIONS OTHER THAN WAR (OOTW) SAMPLE PROVISIONS
The listing under this Excel spreadsheet is a sample for information purposes only.
EXHIBIT D - CRAFT REPORT
The CRAFT submittal is required within seven (7) days upon completion of a ship visit. Copies of certified invoices shall be forwarded to the Contracting Officer.
EXHIBIT E – GOVERNMENT'S RESPONSE TO REQUEST FOR CLARIFICATIONS
The listing of clarifications from offerors and government's response.

ATTACHMENT 1

SHIP CLASSIFICATIONS (DESCRIPTION OF U.S. NAVY SHIPS BY CLASS AND TYPE)

The following are Ship Classifications:

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	7
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360
Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854
Class IV					
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082
T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276

T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

Displacement is expressed in tons and represents fully loaded displacement.

The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

GLOSSARY OF TERMS AND ABBREVIATIONS

AGOS	RESEARCH SHIP
AGSS	RESEARCH SUBMARINE
AOE	FAST COMBAT SUPPORT SHIP
ARS	SALVAGE SHIP
AS	SUBMARINE TENDER
CG	GUIDED MISSLE CRUISER
CV	MULTIPURPOSE AIRCRAFT CARRIER (CONVENTIONALLY PROPULSION)
CVN	MULTIPURPOSE AIRCRAFT CARRIER (NUCLEAR PROPULSION)
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
FFG	GUIDED MISSLE FRIGATE
HSV	HIGH SPEED VESSEL
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCS	LITTORAL COMBAT SHIP
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LHD	AMPHIBIOUS ASSAULT SHIP (MULTI- PURPOSE)
LPD	AMPHIBIOUS TRANSPORT DOCK
LSD	AMPHIBIOUS CARGO SHIP
LSV	LOGISTIC SUPPORT VESSEL (ARMY)
HSIC	MARK V SPECIAL OPERATIONS CRAFT (1 PAIR)
MCM	MINE COUNTERMEASURE SHIP
MCS	MINE COUNTERMEASURE SUPPORT SHIP
MHC	MINE HUNTERS COASTAL
MSC	MILITARY SEALIFT COMMAND
PC	PATROL COASTAL SHIP
SSBN	BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSGN	CRUISE MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	ATTACK SUBMARINE (NUCLEAR PROPULSION)
T-AE	AMMUNITION SHIP (MSC)
T-AFS	COMBAT STORE SHIP (MSC)
T-AGOS	OCEAN SURVEILLANCE/PATROL SHIP (MSC)

T-AGS	SURVEYING/ OCEANOGRAPHIC SHIP (MSC)
T-AH	HOSPITAL SHIP (MSC)
T- AKE	DRY CARGO/AMMUNITION SHIP (MSC)
T-AKR	STRATEGIC SEALIFT SHIP (MSC)
T-AO	OILER (MSC)
T-AOT	TANKER (MSC)
T-ATF	FLEET OCEAN TUG (MSC)
WAGB	POLAR CLASS ICEBREAKERS
WHEC	HIGH ENDURANCE CUTTER
WMEC	MEDIUM ENDURANCE CUTTER

ATTACHMENT 2
REFUSE SERVICE DEFINITIONS

The following are Refuse Definitions used for this contract:

"Refuse" includes all garbage, ashes, debris, rubbish and other similar waste material, and anything else delivered to the ship, but not taken onboard due to spoilage, etc., even though such refuse was not aboard the vessel when it arrived in port. Not included are explosives and incendiary waste and contaminated waste from medical and radiological processes.

"Garbage" means animal and vegetable waste (and containers thereof) resulting from the handling, preparation, cooking, and consumption of foods. Edible, or hog food, garbage is the portion of waste food, which has been segregated for salvage.

"Ashes" means the residue from burned wood, coal, coke, and other combustible material.

"**Debris**" means grass cuttings, tree trimmings, stumps, street sweepings, rooting and construction wastes, and similar waste material.

"**Rubbish**" means a variety of unsalvageable waste material such as metal, glass, crockery, floor sweepings, paper, wrappings, containers, cartons, and similar articles not used in preparing or dispensing food. Rubbish is further subdivided into:

"**Combustible Rubbish**" which can be burned readily in an incinerator or burning pit.

"**Noncombustible Rubbish**" which cannot be burned at ordinary incinerator temperatures (800 to 1,800 degrees F.)

"**Receptacles**" or "**Containers**" means cans, drums, bins, or similar receptacles, which can be handled easily, and multiple containers, which are handled by mechanical truck-mounted hoists. A **"bin"** is defined as a standard garbage bin used for this service which can vary in size. Size will be identified in The Schedule Sub-CLINs.

ATTACHMENT 3
FLOATING LINE OF DEMARCATION SPECIFICATIONS (CLIN XX12XX)

The following are Floating Line of Demarcation (FLD) Specifications used for this contract:

1. The Contractor shall provide a FLD to identify a restricted area in the water of approximately 330 feet (100 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. The FLD is to help identify a safe standoff zone.

2. The size of the FLD will depend on the class of ship. Pier side, the FLD should be positioned 330 feet (100 meters) fore and aft of the ship and 330 feet (100 meters) out into the water from the ship. If sufficient space is not available then the FLD will be positioned as far as possible from the ship. At anchorage, the FLD will be positioned 330 feet (100 meters) outside the swing radius of the ship.

3. There are two types of FLDs that are currently authorized.

    3.1. Continuous Line FLD - If allowed by the Port, the Contractor shall provide a Continuous Line FLD per the specifications listed below.

        3.1.1. The FLD must fully enclose ships at dockside or at anchorage. The FLD will have an Entry Control Point (ECP) where the FLD may be opened up when authorized watercraft require access to the ship. The Contractor will provide a boat and crew to open up and close the FLD at the ECP.

        3.1.2. Specifications:

            3.1.2.1. Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable ECP for access.Floatation devices positioned every meter on the line.

            3.1.2.2. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing strobe lights (standing at least one meter high above the water) and positioned every 75 meters along the line.

            3.1.2.3. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the FLD. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD intact at all times regardless of sea conditions. Failure of the system to remain in place may result in deductions to the invoice.

    3.2. Buoy System FLD - This is an acceptable alternative to the Continous Line FLD requirement. Some Ports may require the buoys to be temporarily moved and replaced if a commercial ship requires the water space.

        3.2.1. The Contractor shall provide a Buoy System FLD per the specifications provided below.

3.2.2. The Contractor shall provide a Buoy System FLD to identify a restricted area around ships. The purpose of the Bouy System FLD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 100 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible on both ship and shore based radar. The Picket Boats will patrol outside of this visual reference. The Buoy System FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) workboats to tend to the Buoy System FLD at all times.

3.2.3. Provide the system with weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

ATTACHMENT 4
PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

1. The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

2. The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

3. Ships at anchorage will normally require two Picket Boats.

4. The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate CLIN in the contract.

5. The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

6. The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

7. The Picket Boat will meet the following requirements:

7.1. Licensed for commercial operations by local country Department of Transportation.

7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

7.4. If a deckhand crewmember is required, only qualified personnel are used.

7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.11. Have minimum one meter high guardrails for security guard use.

7.12. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

7.11.4. Portable Spotlight

ATTACHMENT 5
SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

    1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

    1.2. Security guards may be provided through private security firms or through local police officials.

    1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

    1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

    1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pierside:

    2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

    2.2. All pierside guard services will be performed within the parameters of local Laws and Regulations.

    2.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

    2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

    2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

    2.6. The following equipment will be required as a minimum for each guard:

2.6.1. Uniform as provided by contractor or authorities;

2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. ROEs Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats:

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2 If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3 The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4 As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

ATTACHMENT 6
FUEL SPECIFICATIONS

The following are the Fuel Specifications for this contract:

SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	**Requirement**	**Text Method**
Appearance, @ 25ºC or ambient temperature whichever higher	Clear, bright and free of vi particulates	D 4176 1/
Demulsification, @ 25ºC, minutes (max)	10	D 1401 2/
Density, @ 15ºC, kg/m^3 (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, ºC 50% point, ºC 90% point, ºC, (max) end point, ºC, (max) Residue º Loss, % vol., (max)	 Record Record 357ºC 385ºC 3.0	D 86 3/
Cloud Point, ºC, (max)	-1ºC	D 2500
Color, (max)	3	D1500
Flash Point, ºC, (min)	60ºC	D 93 4/
Particulate Contamination, mg/liter, (max)	10	D 5432 5/
Pour Point, ºC, (max)	-6ºC	D 97
Viscosity, @ 40ºCm mm^2/second	- 1.7 - 4.3	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100m (max)	1.5	D5304 (R), D 2274 6/
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664
Aniline Point, ºC, (min)	60ºC	D 611
Ash, % wt., (max)	0.005	D 482
Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 7/
Corrosion, @ 100ºC, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min) Cetane Index, (min)	42	D 613 (R), D 976 8/
Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 2
Trace Metals, ppm, (max) Calcium Lead Sodium plus Potassium Vanadium	 1.0 0.5 1.0 0.5	D 3605 9/
Additive Names and Dosages	Record	

1. If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709, 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does

not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains visible sediment or particulate matter, but meets the requirement of 10 mg/1 (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.

2. The demulsification text shall be conducted in accordance with the following exceptions:

   (a) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.

   (b) The test temperature shall be 25ºC.

   (c) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute.

3. As the end point of the distillation is approached, if either a thermometer reading of 385ºC or a decomposition point is observed, discontinue the heating and resume the procedure as directed in ASTM D 86.

4. The flash point value is the absolute and no value less than 60ºC is permissible.

5. A one-liter minimum sample shall be used.

6. ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours to 40 hours.

7. When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fuel, without the cetane improver.

8. Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified in Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.

9. Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of the inspection authority.

Minimum Requirements for Purchases of Commercial Distillate Fuels ((Navy) Marine Gas Oil) for Bunkers

The following minimum requirements have been established for use when buying fuel (gas oil - 100% distillate) from commercial sources when F76 is not available. Marine Gas Oil is not acceptable as cargo fuel on Navy Oilers.

TEST	**METHOD**	**REQUIREMENTS**
1. Cetane Number	ASTM D 613	45 min
or		
Cetane Index	ASTM D 976	45 min

Note: A cetane index of 41 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exc maximum of 338ºC. A cetane number of 40 or above, but less than 45, is acceptable provided the 90% Distillation P does not exceed a maximum of 338°C.

2. Appearance @ 21ºC or ambient temperature (whichever higher)	Visual	Clear & Bright
or		

Water and Sediment	ASTM D 2709	0.05% max
3. Distillation. 90% Point	ASTM D 86	375ºC max
4. Flash Point	ASTM D 93	60ºC min
5. Pour Point	ASTM D 97	Report
6. Cloud Point	ASTM D 2500	-1.1ºC (30 °F)
7. Viscosity @ 40ºC	ASTM D 455	1.7 - 4.5 CST
8. Color	ASTM D 1500	3 max
9. Gravity	ASTM D 1298, D 287	Record
10. Carbon Residue	ASTM D 524	0.35% max
11. Ash	ASTM D 482	0.01% max
12. Sulfur	ASTM D 129, D 1552 D2622	1.00% max
13. Copper Corrosion	ASTM D 130	3 max

C16.23-2 COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC JAN 1998)

Offered product shall conform to the following requirements which are suitable for Marine Gas Turbine.

	TEST	METHOD	REQUIREMENTS
1.	Cetane Number	ASTM D 613	42 min
	or		
	Cetane Index	ASTM D 976	43 min
	NOTE: A Cetane Number of 40 minimum, or a Cetane Index of 41 minimum, is acceptable provided the 90 Percent Distillation Point does not exceed a maximum of 338^{O}C.		
2.	Appearance @ 21^{O}C or ambient temp. (whichever higher)	Visual	Clear & Bright
	or		
	Water & Sediment	ASTM D 2709	0.05 vol % max.
3.	Distillation, 90% point	ASTM D 86	357^{O}C max.
4.	Flash Point	ASTM D 93	60^{O}C min
	NOTE: The flash point value is absolute and no value less than 60^{O}C is permissible.		
5.	Cloud Point	ASTM D 2500	-1.1^{O}C (30^{O}F) max.
	NOTE: Cloud Point results will be evaluated based upon bunkering location.		
6.	Viscosity @ 40^{O}C	ASTM D 445	1.7 - 4.5 cst
7.	Color	ASTM D 1500	3 max.

NOTE FOR DOMESTIC ITEMS: This Color test requirement is deleted if red dye has been added in compliance with U.S. Environmental Protection Agency or Internal Revenue Service regulations; however, the resulting fuel/dye blend must have a red tint. It shall not be visually brown or darker in appearance.

8.	Density @ 15°C	ASTM D 1298	876 kg/m^3 max.
9.	Carbon Residue on 10% bottoms	ASTM D 524 ASTM D 189	0.35 mass % max.
10.	Ash	ASTM D 482	0.01 mass % max.
11.	Sulfur	ASTM D 4294, ASTM D 1552, or ASTM D 2622	1.0 mass % max.
12.	Corrosion	ASTM D 130	3 max.
13.	Distillate Fuel (fuel shall contain no residual)	None	100%

C36 FUEL OIL, INTERMEDIATE, GRADES RMB-10 (IFO 60)/RME-25 (IFO 180)/RMG-35 (IFO 380) (DESC MAY 1997)

Product shall conform to ISO 8217:1996 or ASTM D 2069-91. Product conforming to ASTM D 2069-91 shall meet the following additional requirements:

REQUIREMENTS	**GRADE RMB-10 (IFO 60)**	**GRADE RME-25 (IFO-180)**	**GRADE RMG-35 (IFO 380)**	**GRADE TEST METHOD**
Density @15°C, kg/m^3, max	981.0	991.0	991.0	ISO 3675/12185
Aluminum plus silicon, mg/kg, max	80	80	80	ISO 10478
Total Sediment, potential, %(m/m), max	0.10	0.10	0.10	ISO 10307-2

ATTACHMENT 7
WATER TAXI SPECIFICATIONS

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxi specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated FISC Det Singapore Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor, the FISC Det Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including COMPACFLT.

5. COMSEVENTHFLT Specifications:

5.1. Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of (Philippines). Notwithstanding compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

5.1.1. Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

5.1.2. Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

5.1.3. The following information shall be conspicuously posted in both English and (the appropriate foreign language):

5.1.3.1. Current Operator’s/Captain's license and boat names.

5.1.3.2. Passenger/weight capacity limit notice.

5.1.3.3. Location of life jackets and other life saving equipment.

5.1.3.4. Location of all exits indicated in large letters.

5.1.3.5. Emergency procedures

5.1.4. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

5.1.5. Operation of the boat shall be in a safe and seaworthy manner.

5.1.6. The consumption of alcoholic beverages shall not be permitted aboard the boat.

5.2. Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by (Philippines) for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

5.3. Security: During the term of this contract the ship(s) to be serviced (insert ship name if purchase order) agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

5.4. Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

5.5. Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

5.5.1. Hull

5.5.1.1. Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures.

5.5.1.2. Superstructure, including masts and stacks.

5.5.1.3. Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.

5.5.1.4. Provisions for drainage of sea water from exposed decks over the side and not into the bilges.

5.5.1.5. Access/egress points- adequacy of number and location.

5.5.2. Machinery

5.5.2.1. 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.

5.5.2.2. Main propulsion and auxiliary machinery essential to operation of boat.

5.5.2.3. Sea and bulkhead closure valves.

5.5.2.4. Bilge auction strainers and dewatering systems-bilge pump to be tested by operation

5.5.2.5. Bilges free of flammable liquids

5.5.3. Electrical

5.5.3.1. Cables.

5.5.3.2. Navigation, deck, and emergency lights.

5.5.3.3. Rotating electrical machinery; e.g., generators and motors --Storage batteries

5.5.4. Lifesaving equipment

5.5.4.1. Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.

5.5.4.2. Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.

5.5.4.3. First aid kits, life rings and distress lights.

5.5.4.4. Distress signaling devices

5.5.5. Fire fighting equipment

5.5.5.1. Fire pump - test by subjecting fire hose(s) to fire pump pressure.

5.5.5.2. Portable fire extinguishers.

5.5.5.3. Fixed systems, e.g., C02 cylinders.

5.5.6. Steering apparatus

5.5.7. Miscellaneous systems and equipment

5.5.7.1. Harbor charts.

5.5.7.2. Ground tackle and mooring lines.

5.5.7.3. Whistle/fog horn, bell.

5.5.7.4. Lighted compass.

5.5.7.5. Radar.

5.5.7.6. 2-way radio capable of Bridge-to-Bridge communications.

5.5.7.7. Current license.

5.5.7.8. Operator qualifications.

5.6. Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement-is that contained in paragraph 4.7 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

5.7. Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

5.7.1. Safety of operations. Insure the following are present and in working condition:

5.7.1.1. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.

5.7.1.2. Fire extinguishers sufficient for the size of the vessel operated.

5.7.1.3. Radio (with battery backup) capable of Bridge-to-Bridge communications.

5.7.1.4. Anchor/chain sufficiency for the size of the vessel operated.

5.7.1.5. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

5.7.2. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:

5.7.2.1. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

5.7.2.2. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.

5.7.2.3. Ensure no bare or exposed electrical wires or connections are located in the passenger area.

5.7.2.4. Validate that sufficient unobstructed exits are present and marked in English.

5.7.2.5. Verify that no missile hazards, gear adrift, or trip hazards exist.

5.7.3. The following shall be conspicuously displayed, in English:

5.7.3.1. Passenger/weight capacity.

5.7.3.2. Location and number of life jackets.

5.7.3.3. Location of life saving equipment.

5.7.3.4. Locations of exits (if not obvious).

5.8. Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

5.9. If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

ATTACHMENT 8
REQUEST FOR SANITARY INSPECTION

SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
FISC DETACHMENT SINGAPORE
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD, BLDG 7-2
SINGAPORE 759657

Dear Sir:

We are interested in supplying (e.g. specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

LIST AND INFORMATION TO REQUEST FOR INITIAL INSPECTION

List of products for which approval is requested.
Establishment letterhead - four places.
Name of establishment owner.
Site area size - acres, square feet or square meters.
General description of the area surrounding the plant site.
Building description, i.e. material used in construction, age of building(s), size (in square feet or meters), and number of stories.
Drawing of floor plan of building(s) to include major production areas (for slaughterhoused and dairies only).

List of major processing equipment.
Sources of raw materials.
Output of finished product - average kilograms or tons per day, per week or per month.
Special codes printed on product packages which identify the establishment, the product, and the date of production or packaging.
Number of employees.
Are employees receiving pre-employment or periodic medical examinations? What is the frequency of the periodic examinations?
Program for employee instruction personal hygiene, food, handling techniques, and food hygiene and safety.
Cleaning and sanitizing methods, including chemical used.
Detailed written cleaning and sanitizing program.
Official water quality certification from the local government, including total aerobic bacteria plate count, coliform count, and chemistry.
Name of water source.
Waste disposal program.
Pest control program.
Name of inspection agencies which inspect the plant (government and civilian) and frequency of inspections. Are inspection reports available for review?
Flow chart for the manufacture of each major category of products listed in No.1 above from raw materials to finished products health control points.
What laboratory examinations are performed on products and plants environment? Are the results available for review?
Total number of company vehicles?
Key personnel and point of contact for inspectors.
Direction to plant.

ATTACHMENT 9
QUALITY ASSURANCE PROVISIONS
September 2006

SECTION I. GENERAL REQUIREMENTS

1. **SANITARILY APPROVED SOURCES:** All subsistence items shall be from approved sources as authorized, or exempted in NAVSUPINST 4335.4F/AR 40-657/AFR 161-32/MCO P10110.31G. Name and address of processing facility shall identify any subcontracting entities utilized other than the primary contractors. FISC DET Singapore has available approved source listings of authorized subsistence incorporated into VETCOM Circular 40-1, Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Hawaii and Pacific) and other regions maintained and published by HQ, US Army Veterinary Command, Fort Sam Houston, Texas (http://vets.amedd.army.mil/vetsvcs/approved.nsf). The U.S. Army Veterinary Representative, prior to commencing a contract/Blanket Purchase Agreement (BPA), shall inspect all required potential sources identified. Failing to pass inspection shall be grounds for not issuing a BPA and grounds for cancellation if the facility fails inspection after a BPA has commenced. This applies to all contractors and subcontractors. Documents cited here shall be provided to the contractor upon written request.

2. **DELIVERY VEHICLES:** The supplies delivered under this contract/BPA shall be transported in a sanitary enclosed/covered or open flatbed vehicle. Semiperishable items delivered in open flatbed vehicle shall be covered with a tarp to protect products from rain or foreign objects. Vehicles shall be equipped to maintain the appropriate temperature for the subsistence being delivered. Vehicles shall be maintained in a sanitary condition to prevent contamination of the food and shall be subject to inspection by the government at all reasonable times. Supplies submitted for acceptance in vehicles, which are not sanitary, may be rejected without further inspection. Concurrent transportation of bulk contained pesticides, rodenticides, petroleum products, inedible products, household chemicals, or other caustic or volatile compounds are undesirable but occasionally necessary. When a carrier jointly transports subsistence and cleaning agents or hazardous products, the cleaning agents or hazardous products shall be segregated from the subsistence to the greatest extent. Segregated to the greatest extent means that all cleaning agents or hazardous products shall be unitized, loaded completely lower and horizontally from the subsistence to the maximum distance allowed by the physical configuration of the carrier. Shrink-wrap shall be used to secure items to pallets and provide stabilization.

3. **CODE DATING:** Master-shipping boxes shall be stamped or embossed with code dates, except Fresh Fruits and Vegetables, (FF&V). Coding must represent the date of slaughter, production, pasteurization, manufacture, or expiration/pull date. Open code shall have the date, month and year or Julian date, (last number of the year with the number of days). Closed code, such as letters and numbers, shall have an accompanying letter from the manufacturer explaining the code and shelf life.

4. **PACKAGING:** Standard commercial packaging is acceptable as long as it meets the requirements set forth in this agreement, product is protected from contamination, and quality is preserved. Products shall be packaged in non-returnable commercial containers that do not exceed 55 pounds or 25 kilograms per container. The use of a plastic shrink-wrap to secure items to the pallet shall be minimized.

5. **SHELF LIFE REQUIREMENTS:** Unless otherwise specified in this agreement, products shall be delivered with not less than one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining. If the supplies delivered DO not have the minimum number of days of shelf life remaining as set forth in this agreement, the government shall have the right to reject and/or require replacement.

6. **TEMPERATURE REQUIREMENTS:** Unless otherwise specified in this agreement, all perishable products shall be delivered between 32°F-41°F (0°C-5°C) for chilled and 0°F (-18°C) or below for frozen. Temperatures shall be checked

between the primary container and the outer container to reduce product damage. If a discrepancy is suspected, internal temperature shall be checked prior to rejection or acceptance of the products.

7. **REJECTED ITEM:** Any item recommended for rejection by the U.S. Army Veterinary Representative or receiving activity shall be annotated on the invoice or delivery receipt. The Contracting Officer Representative shall negotiate on price adjustment for quality or short shelf life defect as requested by receiving activity based on the U.S. Army Veterinary Representative inspection results. Replacements shall be coordinated with the Contracting Officer Representative as requested by the receiving activity.

8. **FOREIGN ORIGIN PRODUCTS:** Foreign establishments DO not have to be Directory listed if the prepackaged finished items they produce are imported by distributors or brokers into the continental United States, Hawaii or Alaska for sale to U.S. Armed Forces. This exemption Does not apply to establishments importing food directly into the U.S. territories of American Samoa, Guam, or the Mariana Islands without entering the continental United States, Hawaii or Alaska.

9. **CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD:** See Appendix B below.

SECTION II. QUALITY ASSURANCE PROVISIONS BY ITEM

1. **DAIRY PRODUCTS:**

a. Milk products shall be from approved sources and meet the raw, pasteurized, bacteriological and chemical requirements of the United States Public Health Service (USPHS) Publication 229 (Grade A Pasteurized Milk Ordinance). Frozen deserts and novelties shall be from approved sources in accordance with applicable military or local specifications or in the absence of applicable specifications, good manufacturing practice. Bacteriological and chemical testing may be accomplished at origin or destination. The U.S. Army Veterinary Representative shall submit non-conforming results to the Contracting Officer and provide a copy furnished to the contractor with a letter of explanation. The letter shall inform the contractor that unreliable quality controls may result in suspending further deliveries in accordance with NAVSUPINST 4355.6A/AR 40-70. NAVSUPINST 4355.6/AR 40-70 sets forth the microbiological testing program and suspension procedures for dairy products.

b. Temperature on delivery: Fresh dairy products shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C). Frozen products shall be delivered at 0^{o}F (-18^{o}C) or below.

c. Cheese Related Products:

(1) Soft cheeses such, as mozzarella, natural provolone, cream cheese, and etc., shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C).

(2) Hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, etc., shall be delivered between 32^{o}F and 50^{o}F (0^{o}C and 10^{o}C).

2. **FRESH FRUITS AND VEGETABLES (FF&V): See Appendix A.**

a. All FF&V shall be freshest product available. FF&V shall have eye appeal and shall be a minimum of 90% free from quality defects and 100% free of decay or loss. The Contracting Officer Representative shall negotiate a downward price adjustment for quality defects based on the U.S. Army Veterinary Representative inspection results and confirmed by receiving activity.

b. FF&V shall be delivered in an enclosed vehicle, equipped to maintain the temperature required for the type of FF&V. Mixed loads of FF&V shall be between 35^{o}F and 55 °F (2^{o}C and 12^{o}C).

c. FF&V such as bananas that are sensitive to ethylene oxide shall not be palletized and wrapped with items that are ethylene oxide producers such as apples. Plastic wrapped around the product inside the boxes shall be removed to allow air circulation.

d. Fresh mushrooms shall not be packaged airtight. Packages that are wrapped in plastic shall have air hole cut into plastic 1/8 inch in diameter or larger.

e. FF&V such as bananas, potatoes and onions that are sensitive to chill damage shall be delivered without refrigeration or not less than 56 °F (14°C). FF&V delivered in an open flatbed vehicle shall be protected with a tarp.

f. For repacked FF&V, the recycled boxes shall be clean and odorless; weigh not more than 45 pounds, (20 kilograms); labeled with the name and weight of the item on two adjacent sides of the box and legibly handwritten or printed.

3. **FROZEN MEAT AND POULTRY**

a. Unless otherwise requested, all frozen meat and poultry products must be USDA inspected or USDA certified. They must be listed in one of the following publications: "Meat and Poultry Inspection Directory", or "Directory of Sanitarily Approved Food Establishment for U.S. Armed Forces Procurement. ".

b. Temperature at delivery shall be 0°F (-18°C) or below. If the product is frozen to the point that a bimetallic thermometer cannot be pushed into the product and there does not appear to be significant surface thawing or crystallization the product shall be considered acceptable. These factors shall be considered due to the lack of proper equipment for drilling frozen item.

c. Age at delivery in the frozen state:

(1) Beef shall be delivered no more than 12 months after the date of pack.

(2) Poultry shall be delivered no more than 12 months after the date of pack.

(3) Pork shall be delivered no more than 12 months after the date of pack.

(4) Lamb and veal be delivered no more than 12 months after the date of pack.

NOTE: If the manufacture, slaughter or expiration date is stamped, not embossed on the box, the Health Certificate from origin shall be available for verification by the inspecting U.S. Army Veterinary Representative.

4. **FROZEN WATERFOODS:**

a. Temperature at delivery 0°F (-18°C) or below and shall be checked using the guidance reference previously in paragraph II.3.a.

b. Age at delivery in the frozen state:

(1) Seasonal packed items shall be delivered no more than 12 months after the date of pack.

(2) Oysters shall be delivered within 6 months of shucking/freezing.

(3) Shrimp shall be delivered within 180 days, of packaging/freezing.

c. General Guidance: All items shall be delivered in excellent condition, practically free of parasites, and show no evidence of mishandling.

5. **SHELL EGGS:**

a. Shell eggs shall be cleaned and free of damage (broken, cracked, leaker, etc.,). The U.S. Army Veterinary Representative shall recommend rejection of eggs with excessive dirt or feces.

NOTE: A small quantity of dirt is allowed on eggs delivered from plants that are only approved for unwashed eggs, small defined as having relatively little size or slight dimension.

b. Fresh shell eggs delivered directly from the farms within 48 hours of production may be delivered in unrefrigerated vehicles that are covered. The vehicles must meet all the requirements listed in Section I, par. 2. Boxes shall be marked with the date of production with the vendor's name and address.

c. Chilled fresh shell eggs that are procured from food distributors shall be delivered in refrigerated vehicles and shall be delivered within 15 days from the date of packaging. Internal temperature of eggs at delivery must be 41°F (5°C) or below.

6. **BAKERY PRODUCTS:**

a. Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined.

b. Bakery products shall be delivered within 48 hours from the date of production. Frozen bakery products shall be delivered within 6 months from the date of production, (SL 12 months), and in a refrigerated truck with a temperature of 0°F (-18°C).

SECTION III. SPECIFIED ANCHORAGE DELIVERIES

1. Due to the special circumstances associated with anchorage deliveries, the following exceptions are authorized, but shall not relieve the contractor or the BPA holder of any other requirements in the Quality Assurance Provisions unless specifically listed below:

a. Dairy products may be delivered in non-refrigerated containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. When a refrigerated unit is not used, the dairy products shall be packed in special containers that hold multiple units of product (bi-wall/tri-wall boxes), with dry ice based on the product weight to maintain internal temperature of 41°F (5°C). The special container shall be packed to allow air circulation within. Dairy products shall be given the highest priority for loading/off-loading upon receipt.

b. FF&V may be delivered in unrefrigerated containers in the most expeditious manner to ensure the least amount of exposure to high temperatures.

c. Miscellaneous frozen products may be delivered in non-freezer containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. Frozen items shall be packed with dry ice based on the product weight to maintain frozen state. The special container shall be packed to allow air circulation within. Although slight temperature deviations may occur, proper packaging and sufficient quantities of dry ice shall preclude excessive temperature deviations and thawing. Any item showing sign of thawing shall be rejected.

2. Although special considerations are authorized in anchorage deliveries, no exceptions have been authorized or shall be accepted for reduced sanitary standards, including the sanitation of the vehicles, boats, and shipping containers. The reuse of containers to transport products with dry ice is authorized as long as the container is sanitary and serviceable.

3. No deviations to these Quality Assurance Provisions are authorized without prior written approval from the Contracting Officer and U.S. Army Veterinary Representative. Deviations shall be granted prior to quotes being accepted and only for the particular delivery in question.

APPENDIX A, PERISHABLE FOODS, TO ATTACHMENT 12 (QA PROVISIONS)

The following are requirements that apply to this contract:

PERISHABLE SUBSISTENCE COMPATABILITY GROUPS
(Extracted From DLAM 4145.12/ TM 38-400, April 1994)

Group 1

Temperature: 32° to 34°F (1° to 1°C).
Relative humidity: 90 to 95 percent.
Atmosphere: Normally used on berries and cherries only -10 to 20 percent CO_2.
Ice: Never in contact with commodity.

Note: Most members of this group not compatible with Group 6a or 6b because ethylene production by Group 1 can be high, and thus harmful to members of Group 6a or 6b.

Apples (except those varieties listed in Group 3)
Apricots
Berries (except cranberries) Cherries.
Figs (not with apples, danger of odor transfer to figs; also see Group 6a)
Grapes (not fumigated with surfer dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages).
Peaches
Pears
Persimmons Plums and Pomegranates
Quinces

Group 2

Temperature: 55° to 65°F(13° to 18°C)
Relative humidity: 85 to 95 percent.
Ice: Never in contact with commodity.
Avocados
Bananas
Eggplant {also see Group 5)
Grapefruit [1]
Guava
Limes
Mangoes
Muskmelons, other than cantaloupes
Casaba
Crenshaw
Honey Dew
Persian
Olive, fresh
Papayas
Pineapples {not with avocados, danger of avocados' odor absorption)
Tomatoes, green
Tomatoes, pink {also see Group 4)
Watermelons (also see Group 4 and 5)

Group 3

Temperature: 36° to 41°F (2°to 5°C).
Relative humidity: 90 to 95 percent: cantaloupes about 95 percent.
Ice: In contact with cantaloupes.
Apples (Grimes Golden and Jonathan (both, certain areas), Yellow Newton (California) and Mclntosh
Cantaloupes
Cranberries
Lemons [1] (use 50 to 55°F for more than a month)
Lychees (also see Group 4)
Oranges 1(Florida or Texas)
Tangerines

Group 4

Temperature: 40° to 45°F (4° to 7°C): beans 38° to 42°F (3° to 6°C).
Relative humidi1y: About 95 percent
Ice: Never in contact with commodity.
Beans snap
Lychees (also see Group 3)
Okra
Oranges [1] (California or Arizona)
Pepper; green (not with beans)
Pepper, red (if with green peppers, temperature adjusted toward top of range)
Squash, summer
Tomatoes, pink (also see Group 2)
Watermelons (also see Groups 2 and 5)

Group 5

Temperature: 50° to 55°F (10° to 13°C): ginger not below 55°F.
Relative humidity: 85 to 90 percent.
Ice: Never in contact with commodity.
Cucumbers
Eggplant (also see Group 2)
Ginger (not with eggplant, also see Group 7)
Potatoes (late crop)
Pumpkin and Squashes, winter
Watermelon (temperature adjusted for other members of the group; also see Groups 2 and 4),

Group 6a

This group, except for figs, grapes and mushrooms, is compatible with Group 6b
Temperature: 32° to34°F (0° to 1°C)
Relative humidity: 95 to 100 percent.
Ice: Never in contact with asparagus, figs, grapes, and mushrooms
Artichokes
Asparagus
Beefs, red
Endive and escarole
Figs (also see Group 1)
Grapes (not furnished with sulfur dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages)

Greens
Leek (not with figs or grapes)
Lettuce
Mushrooms
Parsley
Parsnips
Peas
Rhubarb
Salsity
Spinach
Sweet Corn
Watercress

Group 6b

This group is compatible with Group 6a, except for figs, grapes and mushrooms.
Temperature: 13°to 13°F (0° to l°C)
Relative humidity: 95 to 100 percent
Ice: Contact acceptable for all
Broccoli
Brussels sprouts
Cabbage
Cauliflower
Celeriac
Celery
Horseradish Kohlrabi
Onions green (not with rhubarb. Figs, or grapes; probably not with mushrooms or sweet corn)
Radishes
Rutabagas
Turnips

Group 7

Temperature: 5° to 65°F (13° to 18°C)
Relative humidity: 85 to 90 percent.
Ice: never In contact with commodity.
Ginger (also see Group 5)
Potatoes, early crop (temperatures adjusted for others)
Sweet Potatoes

Group 8

Temperature: 32°to 34°F (0° to 13°C)
Relative humidity: 65 to 70 percent.
Ice: never in contact with commodity.
Garlic
Onions dry

[1] Citrus fruits -Biphenyl fungicide may impart off odors to other commodities

The above information was extracted from Lipton, W.J. and J. M. Harvey, Compatibility of Fruits and Vegetables During Transport in Mixed loads, US Department of Agriculture Research Service, ARS51- 48 (September 1972).

Appendix B - CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD

Microbiological criteria for dairy products[1,2]

Product(s)	Standard Plate Count (SPC) (See notes 3&4)	Coliform count (See note 4)	combined yeast and mold count (See note 4)	Preliminary incubation count (See note 5)
Aseptically processed and packaged Milk and milk products	0 per ml (See notes 6&7)		0 per ml (See note 6)	0 per ml (See note 6)
Buttermilk and acidophilus milk			10 per gram	
Cottage cheese			10 per gram	10 per gram
Cream, sour cultured			10 per gram	10 per gram
Grade A pasteurized milk and milk products	20,000 per ml		10 per ml	200,000 per ml
Ice cream products, flavored, fruit and / or nuts	50,000 per gram		20 per gram	
Ice cream products, vanilla and plain flavored	50,000 per gram		10 per gram	
Frozen dessert mix:				
Vanilla flavor	50,000 per gram		10 per gram	10 per gram
other flavors	50,000 per gram		20 per gram	10 per gram
Yogurt, chilled			10 per gram	
Yogurt, frozen, plain			10 per gram	
Yogurt, frozen, flavored			20 per gram	
Yogurt, soft serve mix			10 per gram	

Notes:

1. Phosphates as specified in the PMO.
2. Products shall be free of antibiotic or pesticide residues or below the action levels established for such residues by the applicable Federal Regulatory Agency. Antibiotic residue testing shall be by the method described in the PMO. Examinations and test to detect adulterants, including pesticides, shall be conducted by methods recognized by the applicable Federal regulatory agency.
3. Not applicable to cultured products.
4. All counts are maximum allowed standards.
5. Samples must be received within 72 hrs of pasteurization. Preliminary incubation test is used as a determination of keeping quality.
6. Nonconformance's will be considered an imminent health hazard.
7. Either aerobic or anaerobic SPC.

Microbiological criteria for Environmental Swabs[1,2]

	Aerobic Plate Count (APC)	Coliform Count
ATP (RLU) Counts		

Environmental swab	100 per 50 sq cm	10 per 50 sq cm	See Note 3

Notes:
1. Microbiological counts can be used as an index for evaluating the sanitation status of processing equipment and the facility.
2. All counts are maximum recommended limits.
3. Relative Light Units (RLU) are directly correlated to log cfu/sq cm . RLU maximum tolerances are dependent upon the manufacturer of the ATP bioluminescence reader. Follow manufacturer's instructions for RLU limits.

Microbiological criteria for Fish, fresh or frozen, including shellfish		
Counts[4]	m	M
Aerobic Plate Count (APC)	5,000 per gram	1,000,000 per gram
E. coli	10 per gram	500 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Vibrio parahaemolyticus [1]	10 per gram	100 per gram
Vibrio vulnificus[2,3]	Zero (0) Tolerance	
Salmonella[2]	Zero (0) Tolerance	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Used for oysters and fish designed to be consumed raw.
2. No viable pathogen in a 25 gram sample.
3. Limit is established as non-detectable depending on method used and detection limit.
4. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Fruit Juice, Fresh or Frozen				
	Standard Plate Count (SPC) [3]		Coliform count	Combined Yeas and Mold cou
Product(s)	m	M		
Aseptically processed juice[1]	0		0	0
Pasteurized Juice[2]		20,000 per ml	20 per ml	200 per ml
Non-Pasteurized Juice[4]	50,000 per ml	100,000 per ml		

m =values above this level, but below that of M are marginal microbiological quality.

M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Must be labeled as aseptically processed and process must be verified.
2. Must be labeled as pasteurized.
3. Plate count limits for juices, except for aseptically processed juice, are used as a quality indicator and may assist in determining keeping quality and/or shelf life.
4. Non-pasteurized juice is not approved for US Armed Forces Procurement.

Microbiological criteria for Kimchee [1,3,4]		
Counts [9]	m	M
Coliform (MPN)	10 per gram	
Clostridium perfringens	100 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Pseudomonas ssp [7]	200 per gram	
Streptococcus ssp [7]	10 per gram	
Listeria monocytogenes[8]	0	
Salmonella ssp[2,8]	0	
Vibrio ssp[5,8]	0	
Salt %	$\geq$ 2.5/wt	$\leq$ 3.5/wt
pH	$\geq$ 4.2	$\leq$ 4.7
Polygalacturonase [6]	Negative	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Products containing monosodium glutamate (MSG), nuts or nut oils must be labeled appropriately to reflect potential allergenic contents.
2. Only for varieties containing meat or poultry, sprouts, watercress or melon.
3. Varieties of Kimchee include, but are not limited to: Vegetables: winter, spring, cucumber, wrapped, Yolma, Chang, radish (Nabak), white (Pak), western-cabbage, pony-tail radish (Chonggak), eggplant, green onion, pumpkin, spinach, leek, green pepper; Chanachi: radish, green pepper, cucumber, garlic cabbage; Kaktagi: radish, radish and oyster Kaktuki; Tong Chimi;: radish tongchimi; Shikhae: chicken, andong, Alaskan Pollock shikhae.
4. All Kimchee products must be delivered and stored refrigerated with a definitive shelf life marked on each container.
5. Only for varieties containing fish or seafood ingredients.
6. Polyglacturonase activity is an indicator of overripening and spoilage, inferring the possible presence of Bacillus subtilus, Saccaromyces fragilis, Candida pseudotropicalis, Oospora lactis, Asperfillus ssp., and Penicillium ssp.
7. Excessive acidification may be due to high counts of these organisms; this is an indicator of very poor quality product.
8. Zero tolerance pathogens.
9. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Retail Ground Beef, Beef Trimmings, Ground Pork , Poultry (Chilled or Frozen)		
Counts	m	M
Aerobic Plate Count (APC)	100,000 per gram	1,000,000 per gram
Fecal Coliform	50 per gram	500 per gram
Total coliform	100 per gram	1,000 per gram
E. coli	10 per gram	< 110 per gram
Coagulase Positive Staph	<100 per gram	500 per gram
Salmonella species	Zero (0) Tolerance[1]	
E.coli O157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.

Microbiological limits for Sandwiches, Prepared Salads and Spreads, Bagged Salad, and Cut Vegetables [4]		
Counts[3]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli most probable number (MPN)	3 per gram[2]	10 per gram
Coliform (fecal)	10 per gram	100 per gram
Yeast and mold count	200 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Campylobacter jejuni	Zero (0) Tolerance[1]	
Salmonella species	Zero (0) Tolerance[1]	
Listeria moncytogenes	Zero (0) Tolerance[1]	
E. coli 0157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that "M" are of marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. No viable pathogen in a 25 gram sample.
2. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
3. Products may not be examined for all microbial characteristics as listed above. Contact laboratory if specific tests are required.

4. Tuna, chicken, ham and egg salads are tested the same, regardless whether on bread or submitted in tubs, buckets or other retail containers.

Microbiological criteria for Soft Serve Ice (cream) Milk and Soft Serve Yogurt at the retail/user level[2]		
Counts	m	M
Standard plat count [1]	50,000 per gram	250,000 per gram
Coliform	10 per gram	100 per gram
Combined Yeast & Mold		100 per gram

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
Standard Plate Count (SPC) does not apply to yogurt products.
Soft serve and Yogurt machines.

Microbiological limits for Tofu			
Counts[2]		m	M
Aerobic plate count (APC)		100,000 per gram	1,000,000 per gram coli (MPN)
<3 per gram	10 per gram		
Staphylococcus aureus		100 per gram	1000 per gram
Salmonella species[1]		Zero (0) Tolerance[1]	
Listeria moncytogenes[1]		Zero (0) Tolerance[1]	
Yersinia entercoliticus[1]		Zero (0) Tolerance[1]	

Legend:
m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. Products may not be examined for all microbial characteristics as listed above.

Microbiological and Chemical criteria for Bottled Water[1] and Vending Machine Water[2] and Ice		
Counts	m	M
Coliform	0 per 100 ml	
Coliform (bottled water)	0 per 250ml	
Heterotrophic Plate Count [5]	1000 per ml	100,000 per ml
Pseudomonas aeruginosa	Zero (0) Tolerance	
Flouride[2]		

Arsenic[2]	
Trihalomethanes[2]	
Chlorine[2]	
Dissolved Solids[4]	
Silver [3]	None Detectable

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Bottled water is tested IAW the specific limits set forth by the Code of Federal Regulations (CFR) and current Environmental Protection Agency (EPA) regulations.
2. Vending machine water requirements are from the Association of Food and Drug Officials Model Code, 1997; Ice standards are derived from the International Packaged Ice Association. These are the minimum tests required for Vending Machine water.
3. Current published regulatory limits apply.
4. Only those machines utilizing silver impregnated carbon filters. Dissolved solids measurements are for vending machines labeled "Purified".
5. Ice and water derived from well water or surface water sources marketed at retail have higher allowable HPC limits. See current guidelines established in the CFR.

Microbiological criteria for Retail/User level Pre-packaged Deli and RTE Products[4]

Product(s)	APC[3]	Listeria spp.[2]	Salmonella[2]	Coliform[2]	E.Coli O157:H7
Luncheon Meats, frankfurters, Beef, poultry & pork		Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance
Cheese, soft and hard		Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Pasteurized, liquid, frozen or Dried egg		Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Pizza topping (meat & cheese)		Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Dried meats sticks, jerky [1]		Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance

Notes:
1. Yeast and mold combined count should not exceed 100 /g.
2. No viable pathogen in a 25 gram sample. All counts are maximum allowable limits.
3. See Table Below for APC values in RTE Products.
4. Includes all like type/style products not otherwise listed.

Additional Microbiological limits for Commercial (Food Court Style) RTE Products[2,4]

Counts	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli (MPN)	3 per gram [3]	10 per gram
Staphylococcus aureus	100 per gram	1,000 per gram

Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
E. coli 0157:H7[1]	Zero (0) Tolerance[1]	
Campylobacter jejuni	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. This table is primarily designed for hot food lines.
3. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
4. Products may not be examined for all microbial characteristics when submitted. These values are primarily used when conducting food borne illness investigations and overall quality characteristics.

PART VI - Summary of Directory Listing Requirements

Federal Supply Class (*Note 1)	Listing Required	Listing Not Required
8905 (*Notes 2, 3)	All fish, meat, poultry, and shellfish, including: Buffalo meat. Fish, canned. Fish, fresh or fresh smoked, modified atmospheric packaged. Fish, fresh or frozen, packaged. Herring, pickled. Quail. Rabbits. Salmon, smoked. Squid.	Crabs, live. Crawfish, live. Fish, fresh or frozen, whole and/or eviscerated, head on or off, unscaled unpackaged. Lobster, live. Shrimp, fresh or frozen, whole or head off.
8910 (*Notes 4, 5)	All dairy foods and eggs, including: Cream, sterilized. Creamer, coffee, dairy. Dairy soft serve mixes. Desserts/puddings, frozen. Egg nog, canned. Egg substitutes. Italian ices. Topping, real cream. Yogurt, fresh or frozen.	Chocolate drink mix, non-dairy. Powdered dairy mixes. Toppings, non-dairy.
8915 (*Note 7, 8)	All pre-cut pre-packaged minimum processed fresh fruits and vegetables. Kimchee. Mushrooms, whole and sliced. Salads, non-meat, with or without dressing (not USDA listed). Vegetable sprouts. Fruit juices and nectars, refrigerated.	All unprocessed fruits and vegetables. Olives. Fruit juices and nectars, shelf stable or frozen concentrate.
8920 (*Notes 6, 9)	Bakery and cereal products (baked and unbaked, fresh and frozen), specifically: Croissants.	All other bakery products, including Bagels. Batter mix, dry.

	Doughnuts	Biscuits, canned.
	Egg roll wrappers.	Breads, rolls, and buns.
	Flour and corn tortillas.	Cake mix, dry.
	Wet pasta (noodles).	Cakes, unfilled.
	Pastries.	Cookie mix, chilled or dry.
	Pies.	Cookies, unfilled.
	Soft pretzels.	Crackers.
	Won ton wrappers.	Cupcakes, unfilled.
	Filled bakery items.	Dough, frozen or chilled.
		Dumplings, frozen.
		English muffins.
		Flour.
		Fruitcakes.
		Melba toast.
		Muffins
		Pancake batter, frozen.
		Pancake/waffle mix.
		Pasta, dry (noodles).
		Pizza crust.
		Taco shells.
		Toaster pastries.
		Pie crusts, unfilled.
		Waffles, frozen.
8925		All confectionery, nuts, and sugars.
8930		All jams, jellies, and preserves.
8935		Bouillon and soups.
8940 (*Notes 2, 3, 4, 5, 10)	Dietary foods and specialty preparations, specifically:	All other dietary and specialty preparations, including:
	Fish, meat, poultry, dairy, egg, and shellfish products.	Baby formula, canned.
		Chips, nacho or potato.
	Pickled eggs.	Creamer, coffee, imitation (non-dairy).
	Frozen dinners.	
	Pudding novelties, frozen or chilled.	Dips.
	Tofu.	Nacho cheese, canned.
		Nutri-why.
		Popcorn.
		Puddings, canned.
8945		Fats and food oils, including margarine
8950		All condiments and related products including:
		Salad dressings.
		Mexican salsa)
8955		All cocoa, coffee, and tea.
8960	Beverages, nonalcoholic; specifically:	All other nonalcoholic beverages, including:
	Ice.	
	Bottled water.	Dry ice.
		Fruit drink mix containing no fruit juices.
8965		Non-MRE beverages, alcoholic.
8970 (*Note 2)	MRE food composite packages	Non-MRE composite food packages.
8975		All tobacco products.

*Notes:

1. For complete item listing within each class of the 8900 (subsistence) Federal Supply Class (FSC) Group, refer to Federal Supply Catalog C8900-SL, Stock List--FSC Group 89 Subsistence.
2. Meat and poultry establishments listed in the *USDA Meat and Poultry Inspection Directory* may serve as sources of meat and poultry items as indicated. These products must bear the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to meat or poultry inspection acts must also be Directory listed for those items.
3. Directory listing is not required for establishments on the Interstate Certified Shellfish Shippers List (ICSSL). Fish, fresh or fresh smoked, modified atmospheric packaged (when distributed in a chill state) must be Packed Under Federal Inspection (PUFI) by the USDC or listed specifically in this Directory. Establishments supplying other fish products must be Directory listed unless listed by the United States Department of Commerce (USDC) in the *USDC Approved List of Fish Establishments and Products.*
4. Directory listing is not required for shell egg sources listed in the *Directory of Grading Offices and Plants Operating Under USDA Poultry and Egg Grading Programs*. Establishments listed in the *USDA Meat and Poultry Inspection Directory* for dried or liquid/frozen egg products may serve as sources for those products, as coded.
5. Establishments having a pasteurized milk compliance rating of 90 percent or higher, certified by a State milk sanitation officer, and listed in the *Sanitation Compliance and Enforcement Rating of Interstate Milk Shippers (IMS) List* may serve as sources of milk and milk products, as listed. Listing in this Directory is mandatory to serve as a source of other milk and milk products and/or frozen dessert items. Establishments listed in the *Dairy Plants Surveyed and Approved for USDA Grading Service* may serve as sources of manufactured or processed dairy products as listed by product code. Those operations denoted with "P" codes (packaging and processing) must be Directory listed when providing ungraded manufactured or processed dairy products.
6. Directory listing is not normally required for semiperishable and nonanimal origin ingredient sources for items such as ready-to-eat bakery products and ice cream.
7. Establishments processing ready-to-eat, chilled, and prepared non-meat salads (such as potato, egg, tuna, chicken, turkey, ham, bean, macaroni, or cole slaw) must be Directory listed.
8. Only pasteurized juices are authorized for purchase by the DOD.
9. Directory listing for natural and artificial cream or fruit filled pie crusts, cakes, and cookies is not required if the finished item will not support pathogenic microbial growth.
10. Establishments producing finished products containing less than 3 percent by weight components of animal origin may be exempted from Directory listing by the command publishing this Directory.

ATTACHMENT 10

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)
FOR
HUSBANDING SERVICES FOR REPUBLIC OF THE PHILIPPINES

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) sets forth the procedures and guidance that the Government will use in evaluating the contractor's performance in accordance with the terms and conditions of the Statement of Work (SOW).

The QASP is a Government developed and applied document used to make sure that systematic quality assurance methods are used in the contract administration of the performance standards included in this contract and in subsequent task orders issued under the contract. The intent is to ensure that the contractor performs in accordance with performance metrics set forth in the contract documents, that the Government receives the quality of services called for in the contract and that the Government only pays a reasonable price for the acceptable level of services received. The QASP is intended to accomplish the following:

1. Define the role and responsibilities of participating Government officials;
2. Define the key deliverables that will be assessed;
3. Describe the rating elements and the evaluation method that will be employed by the Government in assessing the Contractor's performance; and
4. Describe the process of performance assessment documentation.

2. AUTHORITY

Authority for issuance of this QASP is provided in the Statement of Work (SOW).

3. SCOPE

The QASP is put in place to provide Government surveillance oversight of the contractor's quality and price control efforts to assure that they are reasonable, timely, and effective in delivering the results specified in the contract or task order.

4. GOVERNMENT RESOURCES

The following definitions for Government resources are applicable to this plan:

Contracting Officer - A person duly appointed with the authority to enter into, administer, or terminate contracts and make related determinations and findings on behalf of the Government.

Logistic Support Representative (LSR) – A person who ensures that all logistic requirements for individual port visits/missions are satisfied and performs supply support management for all aspects of shipboard support. This includes the coordination and preparation of LOGREQ reply and meeting ship upon arrival.

5. RESPONSIBILITIES

The Government resources shall have responsibilities for the implementation of this QASP as follows:

Contracting Officer – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in

the contractual relationship. It is the Contracting Officer that assures the contractor receives impartial, fair, and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the contractor's performance.

Logistic Support Representative (LSR)- The LSR is responsible for technical administration of the project and assures proper Government surveillance of the contractor's performance. The LSR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action.

6. METHODS OF QA SURVEILLANCE

The below listed methods of surveillance shall be used in the administration of this QASP.

Customer Feedback – Customer feedback may be obtained from random customer complaints. Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be documented and must be forwarded to the contracting officer.

Periodic Inspection – The contracting officer shall conduct periodic inspections by reviewing information from the Port Visit Cost Report (PVCR) and in-house reports from the husbanding contractor. For the potential tasks identified in the SOW, the contracting officer or the LSR typically performs the periodic inspection on a monthly basis.

Random Monitoring - The contracting officer or LSR will conduct random monitoring by reviewing information from the Port Visit Cost Report and in-house reports from the husbanding contractor.

7. IDENTIFIED QA SURVEILLANCE ITEMS

The following items, identified within the SOW of the solicitation, are to be monitored under this QASP.

SOW: Husbanding Services

Measurement/Metric: Quality and timeliness

Performance Standard: Quality – no customer complaints
Timeliness – provision of supplies or services according to agreed-to-schedule between ship or ordering activity and contractor

Minimum Compliance Rate: Quality - 80%
Timeliness - 80%

SOW: Port Visit Cost Reporting Program

Measurement/Metric: Accuracy and timeliness

Performance Standard: Accuracy – no mandatory fields omitted and content correct
Timeliness – (i) Initial price estimate: No less than 48 hours after receipt of LOGREQ.
4. (ii) In port price status report: daily update

5. (iii) Final price reports: known prices 24 hours prior to departure, CRAFT and certified invoices 7 calendar days after departure, any changes 1 calendar day

Minimum Compliance Rate: Quality - 80%
Timeliness - 80%

8. DOCUMENTATION

The contracting officer shall maintain a complete QA file. All such records will be retained for the life of this contract. Information in the QA file will be considered when completing the annual CPARS report and when deciding if it is in the best interest of the government to exercise an option to extend the term of the contract.

9. QASP PERFORMANC REQUIREMENTS SUMMARY (PRS)
HUSBANDING SERVICE PROVIDER (HSP) FOR REPUBLIC OF THE PHILIPPINES QASP

QASP PRS MATRIX

PERFORMANCE REQUIREMENTS SUMMARY					
Deliverable or Service Requirement	**Measure-ment/Metric**	**Performance Requirement Standard**	**Minimum Compliance Rate**	**Surveillance Method**	**Procedures to be taken when performance standards are not met**
SOW: Husbanding Services	Quality	No customer complaint	80%	Direct inspection; Customer feedback	Seek resolution with contractor. Denote any lack of quality performance in contract file for past performance evaluation.
	Timeliness	Provision of supplies or services according to agreed-to-schedule between ship (logreq), LSR & Contractor	80%	Direct inspection; Customer feedback	Seek resolution with contractor. Denote any lack of quality performance in contract file for past performance evaluation.
SOW: Port Visit Cost Reporting	Accuracy	No info omitted and content correct	80%	Periodic inspection; Customer feedback	Seek corrections with contractor. Denote any lack of quality performance in contract file for past performance evaluation.
	Timeliness	(i) Initial: 48 hrs (ii) In port: update daily (iii) Final: - prior departure 24 hrs - after departure 7 days - changes 1 day	80%	Periodic inspection; Customer feedback	Seek corrections with contractor. Denote any lack of quality performance in contract file for past performance evaluation.

End of Table

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00008	29-Sep-2010	SEE SCHEDULE	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DETACHMENT SINGAPORE PSC 470 BOX 2150 FPO AP 96534-2150	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-08-D-0004
	X	10B. DATED (SEE ITEM 13) 29-Feb-2008
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
MUTUAL AGREEMENT per the Settlement Agreement

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssnk011028884

In accordance with the Settlement Agreement between the Government (signed 29 September 2010) and Glenn Defense Marine (Asia) Pte. Ltd. (signed 28 September 2010) concerning fuel that was ordered for delivery in May 2009 at Bacolod, Philippines, to include the Settlement Agreement's mutual releases and discharges, the contract is increased by $10,000, which amount shall be payable to Glenn Defense Marine (Asia) Pte. Ltd. following its submission of an invoice.

Admin Note: "For the purpose of electronic distribution, the modification signed by Glenn Defense Marine Asia Pte Ltd on 30 Sep 10 is hereby incorporated by reference."

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY (b)(6), (b)(7)(C) (Signature of Contracting Officer)	30-Sep-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 9001 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9001		1	Lot	$10,000.00	$10,000.00
	Settlement Agreement FFP FOB: Destination PURCHASE REQUEST NUMBER: N0007010RC1B291				
				NET AMT	$10,000.00
	ACRN AA CIN: N0007010RC1B2910001				$10,000.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 9001:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by $10,000.00 from $0.00 to $10,000.00.

CLIN 9001:
Funding on CLIN 9001 is initiated as follows:

ACRN: AA

CIN: N0007010RC1B2910001

Acctng Data: AA 1701804 70BA 252 00070 M 045924 2D C1B291 0007001B291Q

Increase: $10,000.00

Total: $10,000.00

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00007	11-Feb-2010	N4034507RCSG0039	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DETACHMENT SINGAPORE PSC 470 BOX 2150 FPO AP 96534-2150	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-08-D-0004
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 29-Feb-2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
MUTUAL AGREEMENT

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssnk01109718

1. The purpose of this modification is to extend the current contact performance from 1 Mar 2010 through 31 Aug 2010.

2. The Contractor agrees to hold the unit prices for the current contract, firm for the six (6) months duration.

3. All other terms and conditions remain unchanged.

"For the purpose of electronic distribution, the modification signed by Mr. Leonard Francis from Glenn Defense Marine on 11 Feb 2010 is hereby incorporated by reference".

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 12-Feb-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAR-2008 TO 28-FEB-2010	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAR-2010 TO 31-AUG-2010	N/A	N/A FOB: Destination	

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00006	25-Aug-2009	N4034507RCSG0039	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DETACHMENT SINGAPORE PSC 470 BOX 2150 FPO AP 96534-2150	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-08-D-0004
	X	10B. DATED (SEE ITEM 13) 29-Feb-2008
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
MUTUAL AGREEMENT

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt010925088

1. The purpose of this modification is to extend the current contract performance from 01 Sep 09 to 28 Feb 10.

2. The Contractor agrees to hold the unit prices under the Schedule of Services, firm for the six (6) months duration.

3. All other terms and conditions remain unchanged.

"FOR THE PURPOSE OF ELECTRONIC DISTRIBUTION, THE MODIFICATION SIGNED BY GLENN DEFENSE MARINE (ASIA) PTE LTD ON 25 AUG 09 IS HEREBY INCORPORATED BY REFERENCE".

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 25-Aug-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The order period end date has changed from 30-Jun-2009 to 28-Feb-2010.
The order period start date has changed from 01-Jan-2008 to 01-Mar-2008.

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAR-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAR-2008 TO 28-FEB-2010	N/A	N/A FOB: Destination	

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00005	11-May-2009	N4034507RCSG0039	

6. ISSUED BY CODE N40345

FISC DET SINGAPORE
DET SINGAPORE
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

7. ADMINISTERED BY (If other than item 6) CODE N40345

U.S. FLEET AND INDUSTRIAL SUPPLY CENTER
DETACHMENT SINGAPORE
PSC 470 BOX 2150
FPO AP 96534-2150

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

GLENN DEFENSE MARINE (ASIA) PTE LTD
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

CODE QB341 FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. N40345-08-D-0004
X	10B. DATED (SEE ITEM 13) 29-Feb-2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
UNILATERAL MODIFICATION

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt010917177

1. The purpose of this modification is to delete CLINs titled "Dockage and Wharfage Fee - Port Provided" and "Fleet Landing - Port Provided" that applies to all ports in the Philippines. See enclosure 1 for the language.

2. The estimated contract grand total is decreased by US$66,950 from US$1,896,419.08 to a new total of US$1,829,469.08.

3. This change is reflected in Exhibit A, Schedule of Services and Exhibit B, Port Tariff Rates (See attached - highlighted in yellow).

4. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED

(Signature of person authorized to sign)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
(b)(6), (b)(7)(C) CONTRACTING OFFICER
TEL: (b)(6), (b)(7)(C)

16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
BY 11-May-2009
(Signature of Contracting Officer)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00004	10-Feb-2009	N4034507RCSG0039	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DETACHMENT SINGAPORE PSC 470 BOX 2150 FPO AP 96534-2150	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-08-D-0004
	X	10B. DATED (SEE ITEM 13) 29-Feb-2008
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
FAR 52.217-8 (Nov 1999), Option to Extend Services

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt01099674

1. The purpose of this modification is to extend the contract performance of services under this contract from 01 Mar 09 to 31 Aug 09 in accordance with the clause FAR 52.217-8, Option to Extend Services.

2. There is no change in the estimated total contract price as a result of this extension.

3. All other terms and conditions shall remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 10-Feb-2009

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SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00003	23-May-2008	N4034507RCSG0039	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DETACHMENT SINGAPORE PSC 470 BOX 2150 FPO AP 96534-2150	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-08-D-0004
	X	10B. DATED (SEE ITEM 13) 29-Feb-2008
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt010817849

1. This is administrative modification issued to change the total estimated quantity and unit price for the base period. This change in the quantities and unit price is required so that the PD2 program will allow individual delivery orders to be placed against the contract. The total estimated price for the base period remain unchanged. Individual delivery orders will referenced the Exhibit A for actual CLINs and sub-CLINs ordered. Estimated quantities and actual unit prices for the CLINs and sub-CLINs will be provided in the Exhibit A as part of each individual order.

2. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 23-May-2008

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SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $0.00 from $1,896,419.08 (EST) to $1,896,419.08 (EST).

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The pricing detail quantity has increased by 1,896,418.08 from 1.00 to 1,896,419.08.
The unit price amount has decreased by $1,896,418.08 from $1,896,419.08 to $1.00.
The total cost of this line item has increased by $0.00 from $1,896,419.08 to $1,896,419.08.

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAR-2008 TO 28-FEB-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAR-2008 TO 28-FEB-2009	N/A	N/A FOB: Destination	

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	14-May-2008	N4034507RCSG0039	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DETACHMENT SINGAPORE PSC 470 BOX 2150 FPO AP 96534-2150	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-08-D-0004
	X	10B. DATED (SEE ITEM 13) 29-Feb-2008
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

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12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
Mutual Agreement

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt010817003

1. This modification is issued to remove Lot 9, OOTW under Exhibit A and Section C, Statement of Work (SOW), paragraph 36, OOTW in its entirety and replaced with new Lot 9 (Exh A) and Paragraph 36 (SOW).

2. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 15-May-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

STATEMENT OF WORK (SOW)

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 1 – Classifications of Navy Ships)

1.1 PRE-ARRIVAL HUSBANDING DUTIES.

1.1.1. The Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The Contractor shall order requested services and supplies.

1.1.3. Pre-arrival CRAFT Cost Estimate - The Contractor shall furnish to each ship and FISC Detachment Singapore Contracting Officer a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship and the Contracting Officer within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship’s arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated “additional” costs.

1.1.4. These estimates shall be provided for all US Navy, Military Sea-lift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the Husbanding Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U. S. Defense Attaché’s Office.

1.1.6. The Contractor shall prepare and stage all required supplies and equipment prior to the ship’s arrival. Staging may be as required by each location.

1.1.7. The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

1.1.8. The Contractor shall assist the ship’s Advance Party to include planning and coordination meetings.

1.2. POST-ARRIVAL HUSBANDING DUTIES

1.2.1. The Contractor shall Husband the ship when at the berthing location.

1.2.2. The Contractor shall install all equipment upon ship arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The Contractor shall brief the designated ship representative about Contractor provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. Also, the Contractor will provide their POC information with 24 hour contact phone numbers.

1.2.5. The Contractor shall provide the SUPPO upon ship's arrival a copy of The Schedule and SOW, applicable port tariffs and current prices for frequently ordered services such as laundry services and vehicle rental.

1.2.6. Money Exchange Services:

1.2.6.1. The Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. This Official Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.6.2. The Contractor shall arrange for authorized moneychangers to exchange ship personnel U.S. dollars with local currency. Exchange services onboard ship shall be made available to crewmembers at least two hours daily with buy back service on the day before the ship's departure. The moneychangers may include a nominal commission of no more than plus or minus 1.5% difference from the Official Rate above.

1.2.7. Laundry Services:

1.2.7.1. The Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure.

1.2.7.2. The Contractor shall assist in resolving vendor billing discrepancies.

1.2.8. Interpreter Services:

1.2.8.1. All contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port.

1.2.8.2. The Contractor is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered by the Supply Officer under this contract or any other contract.

1.2.9. Mail Delivery Services: The Contractor shall provide mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

1.2.10. Moral Welfare and Recreation (MWR) Services:

1.2.10.1. The Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) contractor servicing the ship.

1.2.10.2. If an ITT contract has been awarded which covers Philippines then the HS Contractor must refer all MWR requests to the authorized ITT contractor. If awarded, the ITT contractor is the U.S. Navy's sole representative for this service. Only MWR may sell, offer, offer to sell, or collect a fee for booking or providing accommodation, tours, travel, recreation or entertainment to the ship's crew. Under no circumstances will the Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

1.2.11. Passing Ship's Orders: The Contractor shall coordinate and pass orders, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts. This service includes all necessary actions to facilitate the acceptance of supplies or services ordered under Government contracts. The HS Contractor shall also arrange for these contractors invoicing and payments by the ship. The HS contractor must have a mutual agreement

with the other contractors to perform these services for them. Any disputes or discrepancies arising from the order will be resolved directly between the ship and the other contractor(s) with assistance from the HS Contractor and FISC Detachment Singapore.

1.2.12. Customs & Immigration: The Contractor shall assist ship personnel with immigration and customs requirements into their country. This includes providing Visa and Customs application forms. The Contractor shall contact the FISC Detachment Singapore prior to arrival to ascertain how many personnel will require assistance.

1.2.13. The Contractor shall facilitate the ship's timely departure.

1.2.13.1. The Contractor shall provide a timely cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.13.2. The Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided.

1.2.13.3. The Contractor shall remove all provided equipment.

1.3. ARRANGING SUPPLIES AND SERVICES

When requirements exist for items not priced in the Schedule of Supplies and Services, the Contractor shall assist the Supply Officer of the vessel in obtaining information from, and delivering information to, reliable sources for these items by identifying responsible sources, performing market surveys, providing pricing information from at least three sources whenever feasible, and delivering Government orders. In obtaining or delivering this information, the Contractor shall inform the potential sources that it is solely obtaining and delivering information for the U.S. Navy, and is not entering into any contractual commitment. The information obtained shall be submitted to the ship’s Supply Officer who shall issue appropriate contractual documents and courtesy copy to FISC Detachment Singapore Contracting Officer. The Contractor shall deliver to the vendor the Supply Officer’s or Contracting Officer’s order to purchase the supplies or services. This order shall be in writing (facsimile and electronic transmission included) and signed by the Supply Officer or Contracting Officer specifying the price, item(s), quantity, and delivery requirements of the order. The Contractor shall facilitate receipt of the items by the ship. The Contractor is not required to arrange unofficial requirements or personal requests from individual crewmembers. In certain cases (i.e. Fuel, FF&V, Bread and Eggs) the Contractor shall use the SOWs furnished herein when arranging supplies and services.

In the event the above process cannot be followed by the Supply Officer, the Contractor is still responsible for promoting competition to the maximum extent practicable to obtain supplies and services from the source whose offer is the most advantageous to the Government. In addition, if the supply or service required is greater than $3,000, the Contractor shall provide information on the results of competition conducted by providing: name of the sources contacted, amount of each offer received (indicating the items ordered, quantity, unit price and total price) and rational for decision. This information must be provided to FISC Detachment Singapore Contracting Officer during the ship visit or no later than 7 days after the ship’s departure from the visited port. The Contractor’s responsibility to promote competition as indicated in this paragraph will be evaluated based on the criteria established in Section B1, Overview, paragraph 15, Standards for Professional Service; sub-paragraph 15.1 and 15.2.

No later than 60 days after contract award, the Contractor is required to submit written policy and procedures on Arranging Supplies and Services (to include purchasing procedures). The Contracting Officer will review the plan for acceptability, and may require revisions to the policy. When the Contracting Officer deems the written policy and procedures acceptable to the Government, the Contracting Officer will approve the plan.

1.4. FRESH FRUITS AND VEGETABLES (FF&V), BREAD, EGGS, AND OTHER SUBSISTENCE ITEMS

1.4.1. When requested by the ship, the Husbanding Contractor shall assist in arranging for the timely provision of FF&V, Bread and Eggs and other subsistence items. FF&V shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using nightsoil; 2) Shall be free of pest and insect infestation;

and 3) Shall be fresh yet not overripe. The Husbanding Services Contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars (Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Any delivery charges shall already been part of the price and should not be shown separately.

1.4.2. In all cases where the total cost of FF&V and subsistence items received by a ship exceeds $10,000.00 for a port visit, the Contractor, in addition to the CRAFT reports, shall submit a report via e-mail to FISC Detachment Singapore within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the Contractor shall provide copies of all quotes obtained.

1.4.3. The Husbanding Contractor is responsible for ensuring that the sources recommended to the ship's SUPPO for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection is provided as Attachment 8.

1.4.4. Husbanding Contractors shall consider this requirement for inspection of sources when recommending or selecting suppliers of subsistence items. Under no circumstances should the Contractor recommend or offer for acceptance subsistence items from non-approved sources.

1.4.5. The Contractor shall comply with the Quality Assurance Provisions as per Attachment 9.

1.5. PRE-SAILING VISIT: The Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor's best estimate and an adjustment will be made later.

1.5.1. The payment will be made by the ship prior to departure from the port. If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Officer, U.S. Navy Region Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury check. The Contractor must accept the U.S. Government commercial purchase card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPC is the MasterCard. If a ship uses a U.S. Government credit card, the ship shall reimburse the Contractor any surcharge imposed by the financial institution processing the credit card transaction. The applicable credit card surcharge cannot exceed three (3) percent. Upon award of contract, the Contractor shall provide evidence furnished by the Financial Institution of the credit card surcharge.

1.5.2. The Contractor shall also provide any invoices for port tariff items which have been completed for certification by the ship's Supply Officer.

1.5.3. Copies of all invoices presented to the ship shall be provided to FISC Detachment Singapore Contracting Officer within seven (7) working days from the departure of the visiting vessel.

1.5.4. The Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for this information shall be the Command Duty Officer, Supply Officer, or his designated representative.

2. RESERVED

3. BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The Contractor shall place additional fenders between the breasting barge and the ship when requested.

3.3. The Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. BROW (CLIN XX04)

4.1. The Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not damage the surface of the pier.

4.2. Due to the dramatic height difference between the submarine deck and pier, the Contractor provided submarine brow must afford personnel a smooth and safe transit when entering or exiting thesubmarine deck. Also, the submarine brow must be capable of supporting shorepower cables without damaging the cable.

5. CAMELS (CLIN XX05) - The Contractor shall provide camels as fenders for the ship.

6. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX06)

6.1. The Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

6.2. The Contractor shall pump sewage from the ship to contractor-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

6.3. The Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

6.4. The Contractor shall provide CHT hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

6.5. When collection of CHT is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship.

6.6. The Contractor shall properly dispose of all sewage in accordance with Section B1 - OVERVIEW of the contract section, paragraph 15, Standards for Professional Services.

6.7. The Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements.

7. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX07)

7.1. The Contractor shall arrange for landlines to be installed aboard the ship.

7.2. The Contractor shall provide fully charged, mobile hand phones with chargers capable of using dual voltage. Each mobile phone provided shall include a spare battery and an operating manual/instruction with published rates for usage.

7.3. The Contractor shall provide activation, auto roaming, long distance accounts, and airtime for land and mobile hand phones.

7.4. The Contractor shall provide commercial telephone booth and sale of phone cards for personal use by crewmembers.

7.5. The Contractor shall provide pre-paid International Calling Cards for official use.

8. CRANE (CLIN XX08) - The Contractor shall provide cranes with operators, required assistant personnel (minimum two assistants), and support equipment such as slings, lifting bars, and nets. When ordered, the Contractor is required to provide mobile crane services (shore crane and floating crane) with operator. The Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

9. DOCKAGE AND WHARFAGE (CLIN XX09) - The Contractor shall provide pier and wharf usage.

10. FENDERS (CLIN XX10) - The Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

11. FLEET LANDING (CLIN XX11) - The Contractor shall provide a Fleet Landing site at designated piers. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct Force Protection (FP) operations. The Contractor shall ensure that this area is kept clean during the ship visit in port.

12. FORCE PROTECTION (CLIN XX12)

12.1. General (CLINs XX01 & XX02): The Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The Contractor must develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The Contractor must coordinate all aspects of FP planning and services with Port Authorities, HN agencies, and U.S. Embassy security staff. If the HN is supplying FP assets the Contractor must verify they are available and are scheduled to show up on time. The Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

12.1.1. Access Points: The Contractor shall establish a single entry and exit point to the pier area.

12.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

12.1.3. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

12.1.3.1. Background Checks. The Contractor shall run security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees who fail this background investigation.

12.1.3.2. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

12.1.3.3. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

12.1.4. Access Lists: The Contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

12.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

12.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

12.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

12.1.5. Inspections. The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

12.1.6. Stand-Off Distances:

12.1.6.1. Objects: The Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.1.6.2. Unloading Zones: The Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship or to the maximum extent practicable.

12.1.7. Warning Signs: The Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

12.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. A clear warning must be given that the use of deadly force may be authorized by the local security guards or police force.

12.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area & Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

12.1.8. The Contractor shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and contractors that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The Contractor's written policy shall describe the required measures to protect ship schedule information.

12.2. Non-Contract FP Measures: The Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Detachment Singapore Contracting Officer. The Contractor must explain what the FP service will entail and why it is being required. The Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the Contractor will be either authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

12.3. Beach Guard Office or Tent (CLIN XX12AA)

12.3.1. The Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ships personnel while performing security checks on personnel, baggage, and vehicles.

12.3.2. The office or tent will be large enough to accommodate a minimum of five (5) people. Tents will have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The Contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 LB, CO_2 fire extinguisher will be provided and kept fully charged.

12.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

12.4. Dive and Vetting Operations (CLIN XX12AB)

12.4.1. The Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

12.4.2. The pier will be vetted prior to the ships arrival.

12.4.3. The Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

12.4.5. The Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

12.5. Floating Line of Demarcation (CLINs XX12AC through XX12AD)

12.5.1. The Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. Rather it is to help identify a safe standoff zone.

12.5.2. The Contractor shall comply with the specification of the FLD in Attachment 3.

12.6. Perimeter Fencing (CLIN XX12AE)

12.6.1. The Contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the Contractor will provide portable chain link fencing with vehicle and walk up entrances.

12.6.2. The perimeter fence provided by the Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved Entry Point: Entry available for vehicles and personnel.

12.7. Physical Security Barriers (CLIN XX12AF through XX12AJ)

12.7.1. The Contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

12.7.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used. As well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

12.7.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zig zag patterns to control the speed of access.

12.7.4. A personnel entry point must be established through the barriers.

12.7.5. Barriers may also be used to seal off secondary Port gates.

12.7.6. All barriers must be placed prior to a ship's arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

12.8. Picket Boats (CLIN XX12AK)

12.8.1. The Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

12.8.2. The Contractor shall comply with Attachment 4 for picket boat operations and specifications.

12.9. RESERVED (CLIN XX12AL)

12.10. Portable Lighting (CLIN XX12AM)

12.10.1. The Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Ports installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship.

12.10.2. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

12.11. Security Guards Services (CLINs XX12AN through XX12AP)

12.11.1. The Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

12.11.2. The Contractor shall comply with Attachment 5 for security guard operations.

12.11.3. All security guards shall be armed.

12.12. EOD/Drug K9 Dogs & Handler Teams (CLIN XX12AQ) – The Contractor shall provide teams of EOD / Drug K9 detection teams. The teams shall include one (1) dog and one (1) handler.

12.13. Two Way Radios (CLIN XX12AR) - The Contractor shall provide two way radio sets capable of communicating with the ship, picket boats and to the shore patrol designated individuals.

12.14 Hand Held Wand Metal Detectors (CLIN XX12AS) - The Contractor shall provide hand held metal detectors capable of detecting metal.

12.15. Hand Held Explosive Detectors (CLIN XX12AT) - The Contractor shall provide hand held explosive detectors capable of detecting explosives.

12.16. Walk Thru X-Ray & Metal Detector (CLIN XX12AU) - The Contractor shall provide walk thru X-ray & metal detector capable of detecting metal.

12.17. X-ray Baggage Scanning Machine airport-type (CLIN XX12AV) – The Contractor shall provide X-ray baggage scanning machine capable of X-raying hand carried luggage and bags to determine its contents. Equipment shall be manned by professionally trained operator to operate the equipment 24 hours a day.

13. FORKLIFT WITH OPERATOR (CLIN XX13) - The Contractor shall provide forklifts with operators for loading and unloading operations.

14. FUEL (CLIN XX14)

14.1. Normally, fuel is provided by the HN or by other U.S. Navy bunkering contracts. However, if those sources are not available, then the HS Contractor may be required to assist in obtaining the fuel. In that case, the Husbanding Contractor must comply with this paragraph and must ensure the attached specifications are met by the fuel provider.

14.2. If a ship requires the Husbanding Contractor to provide fuel, the Husbanding Contractor shall contact the bunkering contractor or HN source. If the HN or bunkering contractor can provide the fuel within the time needed, the Husbanding Contractor shall so inform the ship. However, if the HN or US Government bunkering contractor cannot deliver the fuel when required by the ship, the Contractor shall so inform the SUPPO or FISC Detachment Singapore and request approval to proceed. Only after this is done, may the Contractor arrange for fuel delivery.

14.3. The Contractor shall only charge fuel at the daily commercial fuel rate established by theh port or local authorities. The Contractor shall provide documentation of the daily rate to the SUPPO. The fuel price charged shall be free on board the ship whether at pier side or at anchor. Compensation for all husbanding efforts or costs associated with assisting in the acquisition and delivery of fuel (for instance, dealing with customs authorities) are included in, and otherwise covered by, the daily fixed husbanding services rates set out in the Schedule of Supplies/Services of this contract.

14.4. The Contractor shall provide fuel in accordance with Attachment 6 – Fuel Specifications.

14.5. The Contractor shall provide a fuel barge or truck to transport fuel to the ship.

14.6. The Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

14.7. The Contractor shall load the ordered fuel and transport to the ship. The Contractor shall transfer the fuel from the fuel barge or truck to the ship. The Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

14.8. The Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

15. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX15)

15.1. The Contractor shall remove and dispose of garbage and trash from the ship.

15.2. The Contractor shall provide dedicated refuse bins to the ship.

15.3. If collection is done by sea, the Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship.

15.4. The Contractor shall collect all loose refuse placed adjacent to refuse bins.

15.5. The Contractor shall immediately clean up any spilled refuse.

15.6. The Contractor shall properly dispose of all collected refuse.

16. LINESBOATS (CLIN XX16) - The Contractor shall provide Linesboats to assist in docking line handling operations.

17. LINE HANDLERS (CLIN XX17)

17.1. The Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier.

17.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

18. MANLIFT (WITH OPERATOR) (CLIN XX18)

18.1. The Contractor shall provide a manlift with operator and a full fuel tank.

18.2. The Contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning.

18.3. The Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The Contractor shall maintain documentation of ship personnel acknowledgement of the training.

19. MATERIAL HANDLING (CLIN XX19)

19.1. The Contractor shall provide material handling services for the ship. They will receive material shipped to them to include clearing customs, store the items, report the status of the items, deliver to the ship, and forward the items if unable to deliver.

19.1.1. The Contractor shall use counter-to-counter delivery and charge by each Bill of Lading.

19.1.2. All material shipped shall be labeled “SHIP’S SPARE IN TRANSIT”

19.1.3. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship’s arrival.

19.1.4. Shipping documents shall be labeled ‘SHIP’S SPARE(S) IN TRANSIT” and addressed to the ship’s Commanding Officer of the Unit and care of the Contractor.

19.2. The Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel.

19.3. The Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

19.4. The Contractor shall use forklifts and cranes from The Schedule.

19.5. The Contractor shall receive the package from the carrier and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

19.6. The Contractor shall deliver the package to the shp after arrival in port or the following morning.

19.7. The Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative or FISC Detachment Singapore.

19.8. The Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship.

19.9. The Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

20. MISCELLANEOUS (CLIN XX20)

20.1. Portable Latrine (CLIN XX20AA)

20.1.1. The Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

20.1.2. The Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

20.1.3. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

20.1.4. The Contractor shall clean latrines twice daily.

20.2. Tower Flood Light (CLIN XX20AB) – The Contractor shall provide tower flood light for additional lighting at pierside.

20.3. Security Flood Light (CLIN XX20AC) – The Contractor shall provide security flood light for additional lighting at pierside.

21. OIL BOOMS (CLIN XX21)

21.1. The Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water.

21.2. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

21.3. The Contractor shall dispose all oil waste caught in the Oil Boom.

22. OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX22)

22.1. The Contractor shall remove oily waste and aggregate water from the ship.

22.2. The Contractor shall pump oily waste and aggregate water from the ship to Contractor provided equipment.

22.3. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed.

22.4. The Contractor shall provide hoses of sufficient length from contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

22.5. When removal is done via barge, the Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship.

22.6. The Contractor shall properly dispose of all oily waste and aggregate water.

22.7. The Contractor shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements.

23. PAINT FLOAT (CLIN XX23)

23.1. The Contractor shall provide paint floats to hold personnel painting the ship.

23.2. The paint float deck shall be between two (2) to three (3) meters above the waterline and the scaffolding shall be no higher than 3.5 meters from the deck.

23.3. The ship is responsible to secure the paint float to the ship if rented for more than one day.

24. PILOTS (CLIN XX24) - The Contractor shall provide qualified pilots to navigate the ship to and from the berthing locations.

25. POTABLE WATER (CLIN XX25) - The Contractor shall deliver fresh, potable water to the requesting ship in accordance with the current World Health Organization (WHO) Guidelines for drinking-water quality, located at http://www.who.int/water_sanitation_health/dwq/gdwq3rev/en/index.html, to the intake hose of the requesting ship suitable for showering, cooking and cleaning. Water availability shall be in accordance with the delivery schedule specified by the SUPPO. The ship shall test and determine acceptability of the water delivered.

26. PRATIQUE (CLIN XX26) - The Contractor shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

27. REEFER CONTAINER (CLIN XX27)

27.1. The Contractor shall provide reefer containers with power source for refrigerated storage.

27.2. The Contractor shall provide diesel generators with fuel and properly sized to operate reefers continuously. Generators shall emit sound levels of less than 84 decibels.

27.3. The Contractor shall make all power connections between the generator and reefer.

27.4. The Contractor shall operate the reefer at the temperature specified by the ship.

28. SHORE POWER (CLIN XX28)

28.1. The Contractor shall provide shore power to the ship using

28.1.1. Port provided permanent connection system.

28.1.2. Or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels.

28.2. The Contractor shall provide all cables and make all power connections between the generator and ship.

28.3. The availability of shore power shall be in accordance with the schedule established by the ship.

29. RESERVED – SHORE STEAM (CLIN XX29) – The Contractor shall provide shore steam to the ship.

30. STEVEDORE SERVICES (CLIN XX30) - The Contractor shall provide stevedores and supervisors for general labor.

31. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX31)

31.1. The Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

31.2. The Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

32. TRANSPORTATION VEHICLES (CLIN XX32)

32.1. The Contractor shall provide vehicle service with qualified drivers for official government business.

32.2. The Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

32.3. The Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

32.4. The Contractor shall provide drivers who can speak and understand English clearly.

32.5. The Contractor shall provide only vehicles with air conditioning.

32.6. The Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

32.7. The Contractor shall return all items left in rental vehicles to the ship's SUPPO or to FISC Detachment Singapore if the ship has departed.

32.8. The Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

33. TUGS (CLIN XX33)

33.1. The Contractor shall provide tugs to bring ships to and from berthing locations.

33.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

33.3. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

33.4. If tugs are not available through the port authority, the Contractor shall use commercially available tugs.

34. WATER TAXIS (CLIN XX34)

34.1. The Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 7 – Water Taxi Specifications.

34.2. The Contractor shall return all items left in water taxis to the ship's SUPPO or FISC Detachment Singapore.

34.3. The Contractor shall obtain written acknowledgement of water taxi service by the ship's duty officer onboard. Logs shall be used to document arrival and departure times.

35. CRAFT REPORT (CLIN XX35)

35.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit D - CRAFT.

35.2. The report shall be submitted to FISC Detachment Singapore Contracting Officer or FISC Detachment Singapore within seven (7) working days of each ship's departure.

36. OPERATIONS OTHER THAN WAR (OOTW) AND EXERCISE/ LOGISTIC SUPPORT FEES (LOT 2) (CLIN XX36)

36.1. Operations Other Than War (OOTW), sometimes referred to as "contingencies", are defined as emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. In addition to rescue and humanitarian relief missions, military contingencies can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property; training efforts and exercises in preparation for actual contingencies shall also be included.

36.2. An exercise is defined as a prearranged, preplanned evolution being conducted between the U. S. Government and a foreign nation for Humanitarian, training, or other purpose of a specified duration. The name of the event will generally, but may not always, include the word "exercise."

36.3. Logistic Support is defined as goods and services provided in a background framework to an operation or an exercise. Logistics Support can take place in the immediate vicinity of the operation/exercise or a great distance away.

36.4. An operation can be further defined as an unplanned, real world deployment of troops for an indefinite period of time. It can include Non-combatant Evacuation Operations (NEO's).

36.5. The Navy's Husbanding Contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a country wide network familiar with the different political and commercial infrastructures, as well as cultural and language nuances where the OOTW and/or Exercise/ Logistic Support is conducted to ensure timely fulfillment of the Navy's requirements. In addition to the above, the Contractor shall furnish personnel with the following qualifications:

36.5.1. ability to speak the local language in the country of the OOTW and/or Exercise/ Logistic Support
36.5.2. capacity to travel to the OOTW or forward logistic site within 24 hours of notification
36.5.3. current innoculation records
36.5.4. possess a valid up-to-date passport.

36.6. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours a day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. The POC or his representative is there to assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The Contractor shall ensure that sufficient personnel are available at each support location to effectively perform all necessary tasks. If there are multiple operations at same time, or a single operation

at multiple locations, the Contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

36.7. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the Contractor's Husbanding fees and CLINS shall apply.

36.8. If an advance party arrives in a country for OOTW, the Contractor shall bill at the OOTW subsequent day rate. If the operation is on going, the Contractor shall bill the OOTW first day rate and then subsequent days. The Contractor may be required to support multiple operations at the same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the Contractor's services are ordered.

36.9. A sample of the potential list of OOTW and/or Exercise/ Logistic Support supplies and services is provided for contractor reference in Exhibit C. The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the Husbanding Contractor shall make every effort to locate at least three sources.

37. OOTW COST REPORT (CLIN XX37)

37.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for OOTW or each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The sample report format is provided in Exhibit D – CRAFT.

37.2. The report shall be submitted to FISC Detachment Singapore Contracting Officer or FISC Detachment Singapore within seven (7) working days of each ship's departure.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	09-May-2008	N4034507RCSG0039	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DETACHMENT SINGAPORE PSC 470 BOX 2150 FPO AP 96534-2150	N40345

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-08-D-0004
	X	10B. DATED (SEE ITEM 13) 29-Feb-2008
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
Mutual Agreement

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt010816811

1. The purpose of this modification is to add pricing to the following 'RESERVED' CLINs as per attached Exhibit A.

2. The estimated contract total is increased by $99,950.00 from $1,796,469.08 to a new total of $1,896,419.08.

3. All other terms and conditions remain unchanged.:

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY (b)(6), (b)(7)(C) (Signature of Contracting Officer)	09-May-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $99,950.00 from $1,796,469.08 (EST) to $1,896,419.08 (EST).

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The unit price amount has increased by $99,950.00 from $1,796,469.08 to $1,896,419.08.
The total cost of this line item has increased by $99,950.00 from $1,796,469.08 to $1,896,419.08.

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER N4034507RCSG0041

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-08-D-0003	07-Nov-2007		N40345-08-T-0001	29-Oct-2007

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)*

8. OFFER DUE DATE/LOCAL TIME 10:00 AM 06 Nov 2007

9. ISSUED BY CODE N40345

U.S. FLEET AND INDUSTRIAL SUPPLY CENTER
DET SINGAPORE
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SMALL BUSINESS
  - [ ] HUBZONE SMALL BUSINESS
  - [ ] 8(A)

NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [X] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING 12

14. METHOD OF SOLICITATION
- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE LTD
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED
- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$90,151.20 EST

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE Proposal
- [X] OFFER DATED 06-Nov-2007 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED 07-Nov-2007

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) Contracting Officer

TEL (b)(6), (b)(7)(C)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section B - Supplies or Services and Prices

SECTION B1 - CONTRACT OVERVIEW
SECTION B1 – CONTRACT OVERVIEW

1. OBJECTIVE

1.1. The objective of this contract is to obtain Husbanding Services for U.S. Navy ships and logistics support services required by U.S. Government organizations and agencies in Maldives and Bangladesh.

1.2. Additionally, the husbanding contractor may be called upon to provide services and supplies in support of exercises and Operations Other Than War (OOTW) within the territorial boundaries and in ports of Maldives and Bangladesh.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) at any berthing or anchoring location in Maldives and Bangladesh.

2.2. The schedule of supplies/services and prices (See Exhibit A.) is sub-divided into lots. Lots may be for individual Ports or they may include several Ports under one (1) lot. For this contract Lot 1 is for Male, Maldives, Lot 2 is for All Other Ports in Maldives, Lot 3 is for Chittagong, Bangladesh, Lot 4 is for All Other Ports in Bangladesh and Lot 5 is for Operations Other Than War (OOTW) / Contingency Exercise Logistics Support.

2.3. The individual HS items provided under this contract are listed in Exhibit A – Schedule of Supplies and Services. Section B - Schedule of Supplies and Services (referred to as The Schedule) also references this same Exhibit A – Schedule of Supplies and Services. The items are listed as separate Contract Line Item Numbers (CLINs).

2.4. There is also a requirement to assist the ship in obtaining unforeseen additional items relating to husbanding of the ship in port.

2.5. The holder of this contract is a US Navy contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price Requirements contract. The Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services. This clause “DEFINITION OF THE CONTRACTUAL REQUIREMENT” complements the clause herein entitled “REQUIREMENTS (OCT 1995) (FAR 52.216-21).”

4. DURATION OF CONTRACT - This contract is for six (6) months. Also, the contract will include FAR 52.217-8 OPTION TO EXTEND SERVICES clause. The total possible contract duration is twelve (12) months if the six (6) month extension of services is exercised under FAR 52.217-8.

5. CONTRACT USERS

5.1. Mandatory Users – The following types of U.S. Government vessels are mandated to use this husbanding services contract. Ships classification and decriptions are listed in Attachment 1.

- U.S. Navy ships
- Military Sealift Command (MSC), Government-Owned Government Operated (GOGO) vessels

5.2. Optional Users - The following types of U.S. ships are not required to use this contract but may use it if desired. The Contractor is obligated to provide the service or supply at the same rates listed in The Schedule:

- U.S. Coast Guard vessels
- Military Sealift Command Ships (MSC) Government-Owned Contractor-Operated (GOCO) and Contractor-Owned Contractor-Operated (COCO) ships
- U.S. Army Ships
- Department of Defense (DoD) Chartered Ship: These ships usually have their own appointed agent. However, users of this contract are obligated to order the required services listed in the Schedule of Supplies and Services including any Force Protection. Services ordered are "all or none".

5.3. Exceptions: The Government has the choice to use or not use this contract under the following types of situations:

- During U.S. Military Exercises or Operations.
- When Host Nation provided support is available.
- When U.S. Government owned supplies or services are available.
- When ship repair work is being done in conjunction with the Port Visit.
- Ships operating outside the Command and control of the 7th Fleet, or other U.S. Navy Fleets.
- Whenever a fixed price product or service listed in this contract is available at a lower price under a port tariff.

6. MULTIPLE SHIP VISITS - The contractor is required to be able to simultaneously Husband a maximum of 3 ships at one time.

7. ESTIMATED QUANTITIES - The number of ship visits and required services or supplies are only estimates. There is no guarantee that the government will meet or exceed the estimates. The ship is not obligated to use all items in The Schedule.

8. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities, or finally provide it themselves to include subcontractors. The Schedule lists what items are available through HN and Port Authorities.

9. MARK V HIGH-SPEED-INTERCEPTOR-CRAFT (HSIC) - Mark V (HSIC) Special Operations Craft may be in port or in the direct vicinity for up to 90 days conducting operations. The Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and Management fees will be based on the total fee for the pair of boats. Attachment 1 – Classification of Ships, provides details.

10. LONG TERM SHIP VISITS

10.1. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit. During the period of reduction, the Contractor is relieved of all husbanding requirements specified by the Contracting Officer, Ordering Officer and / or AGR as unnecessary; and shall continue to provide only those services specifically authorized by the Contracting / Ordering Officer via verbal and /or written modification of the delivery order (CHT, trash removal, potable water etc).

10.2. Unique/Particular Situations:

10.2.1. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within 3 days

(i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back before Tuesday, it will be charged subsequent day fees. If the ship comes back on Tuesday, it will be charged the first day rate).

10.2.2. If a ship comes into port and does not notify the Contractor or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days, subject to the conditions in paragraph 10.2.1. above.

10.3. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong, China SAR and Singapore.

11. SHIPYARDS - U.S. Navy Ships in shipyards may order off this contract without incurring Management Fees.

12. OTHER PERSONNEL - Other U.S. personnel conducting business at locations covered by this contract may order off the contract without incurring Management Fees. These orders do not involve continuous management of husbanding services and maybe for items such as vehicles, phones or other services.

13. ORDERING

13.1. Ordering Items on Contract: Only Authorized Government Representatives (AGR) can place orders against this contract. AGRs for this contract are:

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any FISC Detachment Singapore warranted KO or their authorized representative.

13.2. Short Notice Orders: Occasionally, there may be short notice orders of less than 48 hours, which the Contractor should support if possible. If the Contractor cannot support these requirements, then the AGR may solicit them from other companies.

13.3. Substitutions: Substitution of ordered CLIN shall not be allowed unless authorized and accepted in writing by the AGR and requiring activity. If accepted by the AGR or requiring vessel, substituted CLINs shall only be charged at the rate of the originally ordered CLIN. An example would be if a 20 pax bus was ordered, but was not available and substituted with two 10 pax vans. The Contractor will only be able to charge for one 20 pax bus, not two 10 pax vans. If the requiring activity and AGR agree to rates of the substituted CLINs, then it is not considered to be substitution but a change to the requirement.

13.4. Cancellation of Orders:

13.4.1. Unless otherwise provided herein, in the event an order is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled “Termination for the Government’s Convenience (FAR 52.212-4)”, of the clause entitled “CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS” as negotiated. Any disagreements shall be subject to the Disputes clause in the contract.

13.4.2. In rare cases, when ordering of items requires long lead times, the Government may negotiate cost reimbursement under the Termination for the Government’s Convenience clause as stated above.

13.4.3. In all cases, the Contractor is responsible for taking all necessary steps to mitigate any damages or termination costs on behalf of the U.S. Government.

14. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English. All electronic communication between visiting vessels and contractor shall be copied to FISC Detachment Singapore Contracting Officer and Logistic Support Representative. This is to ensure oversight and assistance to either party as required.

15. STANDARDS FOR PROFESSIONAL SERVICES

15.1. The Contractor shall bring to the Navy the highest level of commitment to customer satisfaction including the timely delivery of goods and services at fair and reasonable prices to ships making port visits; continuous oversight of costs and performance throughout the areas covered by this contract; and, meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. To this end, the Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning cost and performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Services Officers and the U.S. Government.

15.2. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

15.3. The Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

15.4. The Contractor is responsible for ensuring that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

15.5. The Contractor will ensure that subcontractors comply with these requirements.

16. HEIGHTENED VIGILANCE

16.1. The Contractor has an obligation to be alert at all times in order to contribute to the protection of the ship and its crew. The Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The Contractor also has an obligation to report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

16.2. The Contractor will fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the Contractor will identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The Contractor will arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

17. EQUIPMENT - All vehicles, watercraft, and equipment provided must be in sound mechanical condition, be in compliance with local laws and specifications, meet all local safety standards, and have all required current certifications and insurance.

18. GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM) – In the event that the contractor is required to use government equipment, the Contractor shall be responsible for all loss or damage to, or the destruction of, Government property in its possession. The Contractor shall not be responsible for damage due solely to normal wear and tear.

19. CONTRACT PRICING

19.1. Contract Currency - All contract prices are in U.S. Dollars (US$).

19.2. Fixed Price - Prices are firm-fixed-price per unit and are inclusive of ALL costs.

19.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor perform during normal working hours, overtime for work performed outside normal working hours, weekend hours, holidays, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit. The Contractor shall only charge for actual usage while the vessel is in port.

19.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

19.2.3. Pre-Positioning / Pre-Staging - All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

19.2.4. Repositioning equipment. All repositioning of equipment when required shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

19.2.5. All local Government taxes are included in the unit cost.

19.3. Port Tariff (PT) or other controlled prices - (See Exhibit B - Port Tariffs). Items listed as PT where a port or local government type organization controls the price will be paid at the current published rates. For example, if a port provides the Tug boat then the Contractor can only charge the U.S. Government what was charged for the Tug by the port.

19.4. Time Calculations - Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged.

19.5. Demurrage - Demurrage charges shall only be charged if the Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but was not attended to until 1500 hrs when pumping begins. The contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs). Demurrage charges will be charged as stated in the schedule of supplies and services. This only applies to CLINS that have demurrage charges as sub-CLINs.

20. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

DY	Day
EA	Each
GL	Gallon (3.785 Liters)
HR	Hour
JB	Job
LO	Lot
NSP	Not Separately Priced
PT	Port Tariff
TP	Trip

21. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any supply or service.

- CAMELS: See Fenders.

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the year of the contract. The base year is zero (0), the first Option Year is one (1), and the second Option Year is two (2). (For example a base year would be 0XXX, and the first Option Year is 1XXX, and the second Option Year is 2XXX.) The second digit indicates the Lot number. (For example Lot 1 would be X1XX, Lot II would be X2XX) If there are no Lots in the contract then the second digit will be zero. (For example X0XX) The third and fourth digits are the service or supply item number. (For example XX01 is the first item, XX02 is the second item, and so forth.) If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX12 for Force Protection could be divided into XX12AA for Beach Guard Office and XX12AB Dive and Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: A calendar day.

- Delivery Order (D.O.): A delivery order is an order for supplies placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge. Commercial or commonly used self-fendering devices normally consist of car and/or truck tires. These may not be sufficient for U.S. Navy purposes. The Contractor is to inform visiting vessel/s of this fact so that additional Yokohama type pneumatic fenders may be ordered when and if required.

- FORCE PROTECTION (FP). Security measures to protect a ship and their crew from dangerous situations such as terrorist actions. FP includes taking as many steps as possible to deter an attack. The HS contractor is responsible for contract FP items.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL (GFE/GFM): Items fully transferred to the Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Host Nation Government tax is a levy on goods and services made in the local country. The tax rate will vary from with the location. The U.S. Government is usually exempt from host nation Government Taxes.

- HOST NATION (HN): The country, which is being visited by the U.S. ship.

- HUSBAND: To provide all supplies and services requested by a ship during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other contractors work with the ship, assisting with Non-Contract item requests, and generally taking care of all the needs of the ship and personnel on board. It should utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION (MOB & DEMOB):

    - Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

    - Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPARATELY PRICED (NSP): Item that is not separately priced. Example, the cost of CLIN XX35, CRAFT is NSP. The cost of the CRAFT should be factored into the Management Fee.

- POINT OF CONTACT (POC): A designated individual who is responsible for an item and is a single interface. The individual must be knowledgeable of the item and be able to answer questions and make decisions or obtain a decision when required.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples are pilot services, tugs, picket boats, security guards, and potable water. The Contractor has no control over the price and the ship will pay the prevailing rate at the time of service.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- RESERVED: An item not used or not available at time of award of this contract. A "Reserved" item may be "UNRESERVED" at a later time during the duration of the contract when the "Reserved" item becomes commercially available and is required by the Government. Prices shall be competitively negotiated before it is included as a Contract Line Item (CLIN).

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and is authorized to sign contracts and place orders.

22. CONTRACTOR REPRESENTATIVE – The Government shall contact the following Contractor person(s) for prompt contract management:

Name of Individual:	**LEONARD G. FRANCIS**	(b)(6), (b)(7)(C)
Title of Individual:	**MANAGING DIRECTOR**	
Mailing Address:	**15D PANDAN ROAD SINGAPORE 609266**	**15D PANDAN ROAD SINGAPORE 609266**
Tel No. (Work):	**(65) 62685300**	(b)(6), (b)(7)(C)
Fax No. (Work)	**(65) 62626689**	
Mobile No:	**(65) 9798-3155**	
E-mail addresses:	**Leonard@glennmarinegroup.com** (b)(6), (b)(7)(C) **@glennmarinegroup.com** **glenncom@glennmarinegroup.com**	**glenncom@glennmarinegroup.com**

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001		90,151.20	Lot	$1.00	$90,151.20 EST

HS - Maldives & Bangladesh
FFP
See Exhibit A - Schedule of Services and Supplies for a complete listing of all Lots, CLINS and SUB-CLINS for Husbanding and OOTW Logistic Services for Maldives and Bangladesh.

The period of performance of this contract shall be for six (6) months with an option to extend the period of performance of services up to a maximum of six months. The total potential period of performance for this requirement could be twelve months if the additional 6 months is exercised.

All prices shall be quoted in US Dollars only and is FOB Destination.

This solicitation is issued using the Simplified Acquisition Procedures (SAP) Test Prgram as authorized by FAR Part 13.5.
FOB: Destination
PURCHASE REQUEST NUMBER: N4034507RCSG0041

ESTIMATED NET AMT	$90,151.20 (EST.)
ACRN AA	$90,151.20

CIN: N4034507RCSG00410001

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
9000					
	Exhibit A - ELIN's FFP FOB: Destination PURCHASE REQUEST NUMBER: N4034507RCSG0041				
				ESTIMATED NET AMT	$0.00

Section C - Descriptions and Specifications

SECTION C - PBSW
PERFORMANCE BASED STATEMENT OF WORK (PBSW)

A. GENERAL

1. SCOPE:

1.1. This Section identifies the contractor's areas of areas of responsibility and identifies the Government's
program objectives. The Government's program objectives pertain to husbanding services to be performed by the contractor for U.S. Navy Ships and logistics support services and supplies in support of special operation, such as exercises and Operations Other Than War (OOTW) required by the U.S. Government organizations and agencies in Maldives and Bangladesh. The Contractor shall perform the following tasks when ordered by an AGR.

1.2. The Contractor shall provide and monitor the provision of the supplies and services to assure their timely delivery in conformance with the PBSW. The Contractor shall assure that supplies and services arranged are in accordance with the Supply Officer (SUPPO) requirements and shall resolve any problems in meeting the requirements.

1.3. The Management services also include costs for arranging supplies and services described herein, costs associated with attendance at meetings and pre-deployment briefings. Any other compensation in the form of rebates and/or discounts shall be passed on to the U.S. Government.

1.4. The pricing for all services requiring the use of transportation type conveyances (i.e. trucks, barges for
CLINs for trash removal, CHT removal, potable water, landing barges, oily waste removal, etc) shall include the use of the equipment as required to complete the service in the statement of work (PBSW) without any additional charges for detention or demurrage.

2. QUALITY:

2.1. The contract will not specify how the Contractor is to perform, but measurable performance standards
are established in paragraph 2.2. below to monitor each ship's visit.

2.2. The performance standards are:

- timely submission of Cost Reporting Analysis and Forecasting Tool (CRAFT) estimates within two (2) working days after receipt of the Logistic Requirements (LOGREQ) but no later than 24 hours prior to the ship's arrival,

- timely submission of Cost Reporting Analysis and Forecasting Tool (CRAFT) actual (final) cost report within seven (7) calendar days from the completion of the ship's visit,

- accuracy of the actual (final) CRAFT report compared to the ship's port visit cost report,

- ship's satisfaction of the contractor's services during the port visits as identified in the ship's port visit cost report,

B. HUSBANDING SERVICES

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 1 – Classifications of Navy Ships)

1.1 PRE-ARRIVAL HUSBANDING DUTIES.

1.1.1. The Contractor shall communicate with the ship to coordinate requirements.

1.1.2. U.S. Navy ships have been directed to provide, via e-mail, a copy of the unclassified LOGREQ message directly to the husbanding Contractor as described under Section I – Contract Clauses, Ordering (FAR 52.216-18). This LOGREQ will contain the majority of supplies and services required by the ship, and will represent the order upon which the Contractor shall begin performance.

1.1.2.1. A ship, an activity authorized to pass a LOGREQ on behalf of the ship (i.e. Port Service Office or Defense Attaché Officer (DAO), or an authorized ordering activity may notify the Contractor of a forthcoming visit requiring husbanding services. Upon notification of a visit, the Contractor shall make such preliminary arrangements as necessary with port authorities, other Government Contractors, and other commercial firms to provide supplies and services requested by the ship.

1.1.2.2. Ships will not provide force protection requirements in unclassified LOGREQ messages. The force protection requirements are specified in a classified LOGREQ issued by the ship to Government activities. The activity to which this message is addressed will contact the Contractor and pass the ship's force protection requirements for action. The Contractor shall confirm with the ship that these force protection requirements received have been actually ordered by the ship prior to beginning performance. The ship's Force SUPPO, Supply Officer (SUPPO) or Commanding Officer may also request additional force protection requirements not covered by the classified LOGREQ by email, telephone, or personally upon ship's arrival. The Contractor shall coordinate with the SUPPO before providing any additional force protection. If any other activity or individual orders force protection services (i.e. NCIS, etc) not covered in the ship's classified LOGREQ, the Contractor is required to immediately inform the ship and receive confirmation prior to beginning of these services.

1.1.3. The Contractor shall provide requested services and supplies.

1.1.4. The Contractor shall furnish to each ship and FISC Detachment Singapore Contracting Officer a CRAFT cost estimate in response to the receipt of a ship's LOGREQ message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship's arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs.

1.1.5. These pre-arrival CRAFT estimates shall be provided for all U.S. Navy, Military Sea-lift Command (MSC), US Coast Guard, and any other U.S. Government ship visiting the port.

1.1.6. The LOGREQ cost estimate does not replace the Husbanding Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché' at the U. S. Defense Attaché Office.

1.1.7. The Contractor shall prepare and stage all required supplies and equipment prior to theship's arrival. Staging may be as required by each location.

1.1.8. The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements. For example, the HS Contractor would coordinate Provisioning contractor's delivery dates, times, forklifts, cranes, stevedores, inspections, or any other item needed for them to perform their work at the berth.

1.1.9. The Contractor shall assist the ship's Advance Party to include planning and coordination meetings. When the Contractor hosts an advance party, the Contractor is entitled to bill at the "Subsequent Days daily rate" for husbanding services for each day of support provided "in person" to the advance party.

1.2. POST-ARRIVAL HUSBANDING DUTIES

1.2.1. The Contractor shall Husband the ship when at the berthing location.

1.2.2. The Contractor shall install all equipment upon ship arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival. Upon initial boarding the Contractor shall provide all emergency telephone numbers, i.e. Police, Hospital, Firefighters, etc. In addition, the Contractor shall provide a copy of Overview, The Schedule, Port Tariffs and PBSW to the SUPPO.

1.2.4. The Contractor shall brief the designated ship representative about Contractor provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. Also, the Contractor will provide their POC information with 24 hour contact phone numbers.

1.2.5. The Contractor shall visit the ship at least once per day and shall be available on call at all times (24 hours per day, seven days per week) to assist the ship with requirements and to resolve problems. The Contractor shall work with the Government through FISC Detachment Singapore to identify and solve problems and exploit opportunities for cost savings and quality improvement.

1.2.6. Money Exchange Services:

1.2.6.1. The Contractor shall determine an Official Exchange Rate based on local bank, newspaper, or other official published exchange rates for U.S. dollars for that day. This Official Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.6.2. Moneychangers: The Contractor shall arrange for authorized moneychangers for ship personnel.

1.2.7. Laundry Services: The Contractor shall arrange for laundry and dry cleaning services for
the ship.

1.2.8. Interpreter Services: All contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port.

1.2.9. Mail Delivery Services: The Contractor shall provide mail pick-up and delivery service for the ship. The ship shall provide military members to escort the mail.

1.2.10. Moral Welfare and Recreation (MWR) Services:

1.2.10.1. The Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) contractor servicing the ship.

1.2.10.2. If an ITT contract has been awarded which covers this Port location then the HS Contractor shall refer all MWR requests to the authorized ITT contractor.

1.2.11. Passing Requirements For Contractors Under Other Government Contracts:

1.2.11.1. The Contractor shall coordinate and pass orders, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts (i.e. Prime Vendor or Defense Energy Supply Center (DESC)) for various supplies and services required. This husbanding service includes all necessary actions to facilitate the acceptance of supplies or services rendered under Government contracts. Any disputes or discrepancies arising from the order will be resolved directly between the SUPPO and the other Contractor(s).

1.2.11.2. The Government will not pay the Contractor for any personal requests from individual crewmembers, whether military or civilian.

1.2.12. Customs and Immigration: The Contractor shall assist ship personnel with immigration and customs requirements into their country. Any excess costs associated with customs and immigration processing shall be submitted to the SUPPO for compensation. Any disputed costs shall be resolved by the Contracting Officer.

1.2.13. Medical Emergencies: If requested, the Contractor may be required to make arrangements for emergency medical treatment of ship's crewmembers while the ship is in port. In cases where a member is airlifted into a port by the ship, the Contractor, in coordination with the U.S. Consulate/Embassy, will arrange for proper medical care until the member can be returned to the ship, or evacuated to the United States. If there are costs associated in arranging these services, the Contractor shall obtain approval from the SUPPO/Contracting Officer prior to providing the support.

1.2.14. The Contractor shall facilitate the ship's timely departure.

1.2.14.1. The Contractor shall provide a timely cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.14.2. The Contractor shall obtain a written receipt from an authorized ship personnel accepting all services or supplies provided.

1.2.14.3. The Contractor shall remove all provided equipment.

1.3. ARRANGING SUPPLIES AND SERVICES & PROVIDING GENERAL ASSISTANCE

1.3.1. The ship(s) will submit LOGREQ's that include requests for a variety of services and supplies. The Contractor shall verify if any of the requested and supplies can be provided free of charge by the host nation. If these services and supplies are not available free of charge from the host nation they must be provided under this contract. If these services and supplies are not priced in the contract, or if these services and supplies are available under other U.S. Government contracts, the following applies:

1.3.2. SUPPLIES AND SERVICES NOT PRICED IN THE CONTRACT: When requirements exist for items not priced in the Schedule of Supplies and Services, the Contractor shall assist the SUPPO of the vessel in obtaining information from, and delivering information to, reliable sources for these items by identifying responsible sources, performing market surveys, providing pricing information from at least three (3) sources for amounts greater than $3,000, and delivering Government orders. In obtaining or delivering this information, the Contractor shall inform the potential sources that it is solely obtaining and delivery information for the U.S. Navy, and is not entering into any contractual commitment. The information obtained shall be submitted to the ship's SUPPO who shall issue appropriate contractual documents and courtesy copy to FISC Detachment Singapore Contracting Officer no later than 7 (seven) days after the ship's departure from the visited port. The Contractor shall deliver to the vendor the SUPPO or FISC Detachment Singapore Contracting Officer's order to purchase the supplies or services. This order shall be in writing (facsimile and electronic transmission included) and signed by the SUPPO or Contracting Officer specifying the price, item(s), quantity, and delivery requirements of the order. The Contractor shall coordinate receipt of the items by the ship. For competition purposes, if three (3) sources are not available in the same port, the Contractor shall document and inform the SUPPO and FISC Detachment Singapore Contracting Officer. The Contractor is not required to arrange unofficial requirements or personal requests from individual crewmembers. In certain cases (i.e. Fuel, FF&V, Bread and Eggs) the Contractor shall use the PBSWs furnished herein when arranging supplies and services.

1.3.3. In the event the above process cannot be followed by the SUPPO, the Contractor is still responsible for promoting competition to the maximum extent practicable to obtain supplies and services from the sources whose offer is the most advantageous to the Government. The Contractor's responsibility to promote competition as indicated in this paragraph will be evaluated based on the criteria established in Section B1, paragraph 15: Standard for Professional Services.

1.3.4. No later than 60 days after contract award, the contractor is required to submit written policy and procedures on Arranging Supplies and Services (to include purchasing procedures). The Contracting Officer will review the plan for acceptability, and may require revisions to the policy. When the Contracting Officer deems the written policy and procedures acceptable to the Government, the Contracting Officer will approve the plan.

1.4. FRESH FRUITS AND VEGETABLES (FF&V), BREAD, EGGS, AND OTHER SUBSISTENCE ITEMS

1.4.1. When requested by the ship, the Husbanding Contractor shall assist in arranging for the timely provision of FFV, Bread and Eggs and other subsistence items. FF&V shall be of good quality and meet the following specific standards:

- Shall not be grown (cultivated) using nightsoil;
- Shall be free of pest and insect infestation; and
- Shall be fresh yet not overripe.

The Husbanding Services Contractor shall assure that the provider of items arranged under this line item furnish to the SUPPO invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars

(Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Any delivery charges shall already been part of the price and should not be shown separately.

1.4.2. In all cases where the total cost of FF&V and subsistence items received by a ship exceeds $10,000.00 for a port visit, the Contractor, in addition to the CRAFT reports, shall submit a report via e-mail to FISC Detachment Singapore within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the Contractor shall provide copies of all quotes obtained. If three (3) sources are not available in the same port, limiting competition the Contractor shall document and inform SUPPO and FISC Detachment Singapore Contracting Officer.

1.4.3. The Husbanding Contractor is responsible for ensuring that the sources recommended to the ship's SUPPO for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Detachment, Europe. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection is provided as Attachment 8 –Request for Sanitary Inspection. The U.S. Army Veterinary Command requires 90 days advance notice to arrange for inspection of new facilities.

1.4.4. The Contractors shall retain documentation of inspection of sources recommended or selected as suppliers of subsistence items. Under no circumstances should the Contractor recommend or offer for acceptance subsistence items from non-approved sources.

1.4.5. The Contractor shall comply with the Quality Assurance Provisions as per Attachment 9 – Quality Assuarance Provisions (including Aooendices A & B).

1.5. PRE-SAILING VISIT:

1.5.1. The Contractor shall board the ship one day prior to its sailing date to present invoices for services and items provided under this contract (including non-contract items and port tariffs) that is in proper form and can be certified for receipt and finalized for payment. The Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor's best estimate and adjustment will be made later.

1.5.2. Payment will be made by the ship prior to departure from the port. If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Officer, U.S. Naval Region Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury check. The Contractor must accept the U.S. Government commercial purchase card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPC is the MasterCard. If a ship uses a U.S. Government credit card, the ship shall reimburse the Contractor any surcharge imposed by the financial institution processing the credit card transaction. The applicable credit card surcharge cannot exceed three (3) percent. Upon award of contract, the Contractor shall provide evidence furnished by the Financial Institution of the credit card surcharge.

1.5.3. Copies of all invoices presented to the ship shall be provided to FISC Detachment Singapore Contracting Officer within seven (7) working days from the departure of the visiting vessel.

1.5.4. The Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for this information shall be the Command Duty Officer (CDO), SUPPO, or his designated representative.

2. (RESERVED) Not to be used.

3. (RESERVED) BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The Contractor shall provide a breasting barge alongside the ship. The barge shall have a flat non-slip surface to serve as a loading/unloading platform for passengers entering or leaving water taxis at the stern or side of the vessel. The barge shall have suitable self-fendering to prevent damage to the ship/water taxis and have a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The Contractor shall place fenders between the breasting barge and the ship if requested by the SUPPO.

3.3. The Contractor shall provide a barge to use as a fender or as part of a fendering system between the ship and the pier or between other ships.

4. BROW (CLIN XX04)- Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The Contractor shall provide the brows specified in the schedule as ordered by the ship. The Contractor shall provide a suitable platform to accommodate ship mooring.

5. (RESERVED) CAMELS (CLIN XX05) - The Contractor shall provide camels as fenders for the ship to ensure that contractor operations do not cause damage to the ship. The camels shall be flat surface platforms to be placed alongside the pier and sufficiently capable of breasting the ship away from the pier or from other ships.

6. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX06)

6.1. The Contractor is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships covered by this contract. The Contractor shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The Contractor shall be responsible for the supervision of the collection, transportation and disposal services to avoid any overflow of waste on the barge and at the pier. Services shall commence within one (1) hour upon ship's arrival and up to one (1) hour before the ship's departure whether, at anchorage or pierside.

6.2. The CHT services shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the United States Government. In those limited number of cases where this is not possible, the contractor shall provide a system to measure the volume of sewage deposited in the barge by the Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

6.3. For vessels that go pierside, where disposals through the use of pipeline is available, the Contractor shall be required to provide hoses, connections, hose connection and disconnection, and monitoring of the CHT removal.

6.4. The Contractor shall provide CHT hoses of sufficient length from contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6.5. The Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements.

6.6. The Contractor shall properly dispose of all sewage in accordance with Section B1, paragraph 15., Standards for Professional Services. The Contractor shall comply with all the environmental regulations by the country.

6.7. The Contractor shall submit, as an attachment to the invoices, a document (certified by the ship's personnel) that indicates the quantity collected and the name of the disposal plant where the CHT will be disposed. The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the Contractor's report in writing. The Contractor is also responsible to keep all disposal certificates and shall make them available to FISC Detachment Singapore Contracting Officer upon request. If the ship concurs with the volume, the ship shall pay for the entire amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped. The Contractor shall submit a request to FISC Detachment Singapore Contracting Officer for the difference, accompanied by disposal certificates. FISC Detachment Singapore Contracting Officer shall investigate and arrange for payment of any additional amounts that are determined to be due.

7. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX07)

7.1. Landlines: Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Charges shall be inclusive of all costs including connection fee, installation and removal of landlines. Usage charge will be the actual charges computed in accordance with the local or national tariff.

7.2. Cellular Telephone Services: Daily charges shall be inclusive of delivery, activation, long distance accounts, provision of 110V to 220V transformers, adapters and extra batteries. Telephone invoices received after the departure of the vessel shall be processed in accordance with Section G – Contract Administration Data, INVOICES AND PAYMENTS.

8. CRANE (CLIN XX08) - The Contractor shall provide cranes with operators, required assistant personnel, and support equipment such as slings, lifting bars, and nets. The Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations.

9. (RESERVED) DOCKAGE AND WHARFAGE (CLIN XX09) - The Contractor shall provide pier and wharf usage.

10. FENDERS (CLIN XX10) - The Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

11. FLEET LANDING (CLIN XX11) - The Contractor shall provide a Fleet Landing site. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct Force Protection (FP) operations.

12. FORCE PROTECTION (CLIN XX12)

12.1 General: (CLINs XX01 & XX02) The Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The contractor must develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchor. The contractor must coordinate all aspects of FP planning with Port Authorities, HN agencies, and U.S. Embassy security staff. If the HN is supplying FP assets the contractor must verify they are available and are scheduled to show up on time. The Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

12.1.1. Access Points: The Contractor shall establish a single entry and exit point to the pier area.

12.1.2. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

12.1.2.1. Background Checks. The Contractor shall run security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees who fail this background investigation.

12.1.2.2. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

12.1.2.3. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

12.1.3. Access Lists: The contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

12.1.3.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

12.1.3.2. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

12.1.3.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

12.1.4. Inspections. The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

12.1.5. Stand-Off Distances:

12.1.5.1. Objects: The Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.1.5.2. Unloading Zones: The Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship or to the maximum extent practicable.

12.1.6 Warning Signs: The Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

12.1.6.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. A clear warning must be

given that the use of deadly force may be authorized by the local security guards or police force.

12.1.6.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area & Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

12.2. Non-Contract FP Measures: The contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC DET Singapore KO. The Contractor must explain what the FP service will entail and why it is being required. The KO will coordinate this requirement with appropriate FP personnel at FISC DET Singapore and COMLOGWESTPAC. Once a decision is made then the contractor will be either authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

12.3. Beach Guard Office or Tent (CLIN XX12AA)

12.3.1. The Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ships personnel while performing security checks on personnel, baggage, and vehicles.

12.3.2. The office or tent will be large enough to accommodate a minimum of 5 people. Tents will have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions. The office or tent shall be well lighted and identified for its intended use. The contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 lb, CO_2 fire extinguisher will be provided and kept fully charged.

12.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

12.4. Dive and Vetting Operations (CLIN XX12AB and CLIN XX12AC)

12.4.1. The Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

12.4.2. The pier will be vetted prior to the ships arrival.

12.4.3. The Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

12.4.5. The Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

12.5. (RESERVED) Floating Line of Demarcation (FLD) (CLIN XX12AD and XX12AE)

12.5.1. General:

12.5.1.1. The Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. Rather it is to help identify a safe standoff zone.

12.5.1.2. The size of the FLD will depend on the class of ship. Pierside, the FLD should be positioned 400 feet (125 meters) fore and aft of the ship and 400 feet (125 meters) out into the water from the ship. If sufficient space is not available then the FLD will be positioned as far as possible from the ship. At anchorage, the FLD will be positioned 400 feet (125 meters) outside the swing radius of the ship.

12.5.2. Continuous Line Floating Line of Demarcation (CLIN XX12AC) - The Contractor shall provide a Continuous Line FLD in accordance with Attachment 2 – Floating Line of Demarcation Specifications.

12.5.3. Buoy System Floating Line of Demaracation (CLIN XX12AD and XX12AE) - The Contractor shall provide a Buoy System in accordance with Attachment 2 – Floating Line of Demarcation Specifications.

12.6. Perimeter Fencing (CLIN XX12AF)

12.6.1. The contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the Contractor will provide portable chain link fencing with vehicle and walk up entrances.

12.6.2. The perimeter fence provided by the Contractor must meet the following specifications:

Material:	Chain link of aluminum or other durable metallic material
Height:	Minimum height of 2.5 meters (7 feet)
Base:	Temporarily set in pier or with sufficient concrete base to keep from being easily moved
Entry Point:	Entry available for vehicles and personnel.

12.7. Physical Security Barriers (CLIN XX12AG THRU XX12AK)

12.7.1. The contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

12.7.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used. As well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

12.7.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zig zag patterns to control the speed of access.

12.7.4. A personnel entry point must be established through the barriers.

12.7.5. Barriers may also be used to seal off secondary Port gates.

12.7.6. All barriers must be placed prior to a ships arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

12.8. Picket Boats (CLIN XX12AL)

12.8.1. The Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

12.8.2. The Contractor shall comply with Attachment 3 – Picket Boat Operations & Specifications.

12.9. Portable Latrine (CLIN XX12AM)

12.9.1. The Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

12.9.2 The Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

12.9.3. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

12.9.4. The Contractor shall clean latrines twice daily.

12.10. Portable Lighting (CLIN XX12AN)

12.10.1 The Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Ports installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship.

12.10.2. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

12.11. Security Guards on Picket Boats (CLIN XX12AP)

12.11.1. The Contractor shall provide security guards to patrol in picket boats.

12.11.2. The Contractor shall comply with Attachment 4 – Security Guard Operations.

12.12. Security Guards Pierside (CLIN XX12AQ

12.12.1. The Contractor shall provide security guards Pierside to ensure only authorized personnel, vehicles, and material are allowed into restricted areas.

12.12.2. The Contractor shall comply with Attachment 4 - Security Guard Operations.

12.13. Two Way Radios (CLIN XX12AR) The Contractor shall provide two way radio sets capable of communicating with the ship to designated individuals.

12.14. (RESERVED) Hand Held Explosive Detector (CLIN XX12AS) – The Contractor shall provide hand held explosive detector capable of detecting explosives.

12.15. Hand Held Wand Metal Detector (CLIN XX12AT) – The Contractor shall provide hand held wand metal detector capable of detecting metal.

12.16. (RESERVED) Walk Thru Metal Detector (CLIN XX12AU) – The Contractor shall provide commercially available walk-thru metal detector equipment comparable to airport security systems type.

12.17. (RESERVED) X-Ray Machine Airport Type with Operators (CLIN XX12AV) The Contractor shall provide commercially available X-Ray machine comparable to airport security systems type. Equipment shall be manned by professionally trained operators to operate the equipment 24 hours a day.

12.18. (RESERVED) Under Carriage Vehicle Scanner (CLIN XX12AW) – The Contractor shall provide under carriage vehicle scanner to scan vehicle undercarriages.

13. FORKLIFT (CLIN XX13) - The Contractor shall provide forklifts with operators for loading and unloading operations. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations.

14. FUEL (CLIN XX14)

14.1. Ships or other ordering activities may order fuel with the assistance of the Contractor. The Contractor shall advise visiting ships the availability of bunkers, or existing fuel contracts issued by Defense Energy Support Center (DESC) or Navy Petroleum Office (NPO). If requested by the SUPPO, the Contractor shall pass fuel orders to the appropriate fuel supplier, and will coordinate delivery. Disagreements between any DESC Contractor and the Contractor shall be forwarded to the DESC Contracting Officer through FISC Detachment Singapore. The DESC Overseas Ships' Bunkers Contract latest Bulletin may be accessed at http://www.desc.dla.mil. Contractors who buy bunkers or fuel through other than government sources when available without express authority in writing from the ordering officer or contracting officer do so at their own risk. If authorized, government shall not reimburse the contractor for more than what the government cost through approved DESC contracts would have been.

14.2. In the event that no U.S. Government or foreign Government owned bunker is available, or no DESC or NPO available contracts meets a ship's fuel requirement, or as directed in writing by the Contracting Officer, the Contractor shall assist the ship or the ordering official in arranging the

procurement of fuel. This fuel shall be provided in accordance with Attachment 5 – Fuel Specifications. The Contractor shall provide a fuel barge or truck to transport fuel to the ship if required. The Contractor shall be liable for any costs should the fuel provider fail to employ properly oil spill booms as required by local authorities or fails to comply with any local laws or regulations relating to the provision of fuel. Fuel caught in oil booms will be properly disposed. The invoice shall indicate the unit and total price for the fuel and the price for the delivery of fuel to the ship.

14.3. The Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

14.4. The Contractor shall load the ordered fuel and transport to the ship "free on board" (f.o.b.) whether at pierside or at anchorage. The Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

14.5. In recognition of the fact that fuel is sold by weight (metric tons) and by volume (gallons or liters), the Contractor shall ensure all United States ships are provided with a fuel invoice and the appropriate customs certification demonstrating the quantity of fuel provided in metric tons and in gallons or liters.

14.6. Excess Fuel Procedures. If the ship does not offload all of the fuel ordered, the contractor shall store the excess fuel and diligently attempt to sell it as soon as practicable. The Contractor shall receive a storage fee for up to three (3) days. The Contractor will receive a fuel disposal fee in accordance with the rate it proposed.

15. GARBAGE/TRASH REMOVAL & DISPOSAL (CLIN XX15)

15.1. The Contractor shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse.

15.2. The Contractor shall provide a trash barge (with tug service if barge is not self-propelled) 24 hours a day with fendering to prevent damage to the ship and at least four (4) mooring lines to secure alongside the ship at anchorage. The barge's crew shall be entirely responsible for the tending of lines and for barge's security.

15.3. The Contractor is responsible to follow all environmental regulations.

15.4. In instances of bad weather, the Contractor shall remove barges within one hour of being directed to do so by the ship. Should a vessel with a trash barge alongside experience an emergency where the ship must depart, the SUPPO will advise the Contractor at least four (4) hours in advance for the barge pick-up at no additional cost to the Government.

16. LINESBOATS (CLIN XX16) - The Contractor shall provide Linesboats to assist in docking line handling operations.

17. LINE HANDLERS (CLIN XX17) - The Contractor shall provide line handlers with all required safety equipment to secure and unsecure mooring lines from the ship to the pier.

18. MANLIFT (CLIN XX18)

18.1. The Contractor shall provide a manlift with operator and full fuel tank.

18.2. The contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 each morning.

18.3. The Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The Contractor shall maintain documentation of ship personnel acknowledgement of the training.

19. MATERIAL HANDLING (CLIN XX19)

19.1. The Contractor shall provide material handling services for the ship. They will receive material shipped to them to include clearing customs, store the items, report the status of the items, deliver to the ship, and forward the items if unable to deliver. The Contractor is responsible for retaining proof of delivery documentation for a period of six (6) months for the purpose of reconciling invoices. All contractor material handling operations shall be conducted in a manner that ensures that items are not damaged.

19.2. The Contractor is responsible for providing secure/bonded storage for all inbound cargo and mail.

19.3. The Contractor shall use counter-to-counter delivery and charge by each Bill of Lading.

19.4. All material shipped shall be labeled “SHIP’S SPARE(S) IN TRANSIT”.

19.5. Material shipped shall arrive at least two (2) working days prior to ship’s arrival.

19.6. Shipping documents shall be labeled ‘SHIP’S SPARE(S) IN TRANSIT” and addressed to the ship’s Commanding Officer of the Unit and care of the Contractor.

19.7. The Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel.

19.8. The Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

19.9. If cranes and forklifts are not available at the port, the Contractor shall use forklifts and cranes from the Schedule.

19.10. The Contractor shall receive the package from the carrier and clear it through customs. All materials received shall be delivered while the ship is in port. Any damage must be noted prior to acceptance and reported to the point of contact designated by the ship Supply Officer.

19.11. The Contractor shall send status reports to the ship’s Supply Officer after receipt, after delivery, and if unable to deliver to a designated government representative.

19.12. The Contractor shall forward the material to a location specified by the ship Supply Officer or designated point of contact if for any reason it cannot be delivered to the ship.

20. MISCELLANEOUS (CLIN XX20)

20.1. INTERPRETER SERVICES (CLIN XX20AA) - The Contractor shall provide all interpreter services as ordered by the SUPPO. The interpreter shall be fluent in both spoken and written local language and English.

20.2. (RESERVED) (VARIOUS) (CLIN XX20AB)

21. OIL BOOMS (CLIN XX21) - The Contractor shall provide and deploy oil booms, as necessary and properly dispose all oil waste caught in the Oil Boom.

22. OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX22)

22.1. The Contractor shall remove oily waste and aggregate water from the ship and properly dispose it. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed.

22.2. The Contractor shall comply with the local environmental requirements where oily waste is disposed and shall be liable for any costs incurred as a result of the Contractor's failure to comply with such requirements. The Contractor shall retain all disposal certificates and shall make them available to FISC Detachment Singapore upon request.

22.3. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship duty engineer shall verify in writing the amount removed.

22.4. The contractor shall provide hoses of sufficient length from contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

22.5. When removal is done via barge, the Contractor shall provide a barge with suitable fendering to prevent damage to the ship and a minimum of four (4) mooring lines to secure alongside the ship.

22.6. The Contractor shall pre-position Oily Waste Barges / Trucks when necessary, in accordance with Force protection or other requirements.

22.7. In the event the Contractor subcontracts oily waste disposal, the Contractor shall be liable for any costs incurred as a result of the disposal operator's failure to comply with local requirements.

23. (RESERVED) PAINT FLOAT (CLIN XX23) - The Contractor shall provide paint floats to hold personnel painting the ship. The ship is responsible to secure the paint float to the ship if rented for more than one day.

24. PILOTS (CLIN XX24) - The Contractor shall provide pilots to navigate the ship to and from the berthing locations.

25. POTABLE WATER (CLIN XX25) - The Contractor shall deliver fresh, potable water in accordance with the current World Health Organization (WHO) Guidelines for drinking-water quality, located at http://www.who.int/water_sanitation_health/dwq/gdwq3rev/en/index.html, to the intake hose of the requesting ship suitable for showering, cooking and cleaning. Water availability shall be in accordance with the delivery schedule specified by the SUPPO. The ship shall test and determine acceptability of the water delivered.

26. (RESERVED) PRATIQUE/QUARANTINE AND INSPECTION SERVICE (QIS) (CLIN XX26) - When entering a port where Pratique /QIS charges apply, the Contractor shall only charge the tariff rate.

27. (RESERVED) REEFER CONTAINER (CLIN XX27) – The Contractor shall provide refrigerated storage at the temperature specified by the ship. Generators shall emit sound levels of less than 84 decibels.

28. (RESERVED) SHORE POWER (CLIN XX28)

28.1. The Contractor shall provide shore power to the ship using

28.1.1. Port provided permanent connection system.

28.1.2. Or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels.

28.2. The Contractor shall provide all cables and make all power connections between the generator and ship.

28.3. The availability of shore power shall be in accordance with the schedule established by the ship.

29. (RESERVED) SHORE STEAM (CLIN XX29) - The Contractor shall provide Shore Steam to the ship.

30. (RESERVED) STEVEDORES (CLIN XX30) - The Contractor shall provide stevedores with supervisors for general labor.

31. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX31)

31.1. The Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

31.2. The Contractor shall provide daily cleaning of the tent and immediate surroundings as practicable. Cleaning includes removing trash, sweeping, and mopping up spills.

32. TRANSPORTATION (GROUND) VEHICLES (CLIN XX32)

32.1. The Contractor shall provide air conditioned motor vehicle service for official government business.

32.1.1. Sedans shall have a minimum capacity of four (4) passengers including the driver. Sedans shall have a minimum 1800 cc engine.

32.1.2. Passenger capacity for vans shall range from six (6) to 25 passengers as specified in Exhibit A, Schedule of Supplies and Services.

32.1.3. Passenger capacity for buses shall range from 40 to 60 passengers as specified in Exhibit A, Schedule of Supplies and Services.

32.2. The Contractor shall provide covered, lockable trucks to load/off load cargo and mail. The covered truck shall have a hydraulic lift to facilitate loading and offloading. The driver shall assist with loading and offloading.

32.3. The Contractor shall be responsible for security and prevent loss/damage/destruction of cargo and mail.

32.4. All drivers must be fully qualified and have necessary licenses. All vehicles must be properly registered, licensed and insured (including adequate passenger liability insurance). The contractor is responsible for delivering all cargo and personnel to the correct location on schedule.

32.5. At all times that vehicles are being used, the contractor shall ensure that the vehicles are in sound mechanical condition, meet all security requirements and meet all safety standards required by local laws and regulations so as to preclude breakdown and injury. All vehicles shall be in a clean condition when presented for service and shall be free of debris. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government shall have the right to reject the

vehicle for performance of services. The contractor shall ensure that each vehicle is jointly inspected before and after a trip by the contractor and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

32.6. If a vehicle is not operable when required under this contract, the Contractor shall provide, at no additional expense to the Government, a replacement vehicle within two (2) hours that complies in all respects with this contract.

32.7. Substitution of Vehicles:

32.7.1. If the Contractor does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the Contractor shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a sedan is ordered but unavailable, the Contractor shall furnish a higher group vehicle at the price listed for the vehicle originally ordered.

32.7.2. In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

32.8. The Contractor shall return all items left in rental vehicles to the ship's SUPPO or Ordering Officer.

32.9. The Contractor shall obtain written acknowledgement of vehicle service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

32.10. The Contractor shall provide covered trucks with driver.

32.11. The Contractor shall provide drivers who can speak and understand English clearly. In the event if the driver is unable to speak English, the Contractor shall furnish an English speaking rider.

33. TUGS (CLIN XX33) - The Contractor shall provide tugs to bring ships to and from berthing locations.

34. WATER TAXIS (CLIN XX34)

34.1. The Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 6 – Water Taxi Specifications. At the commencement of service, the Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule.

34.2. The Contractor shall ensure that all water taxis are fully licensed, registered, and insured, including adequate liability insurance, in accordance with local laws and regulations.

34.3. When required to arrive early for inspection as a force protection measure, service begins at time of inspection. Upon ship’s scheduled departure, the daily rate/hourly rate shall be pro-rated for water taxi services less than 24 hours in duration.

34.4. If the Contractor cannot provide the size of water taxi ordered, the Contractor shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event, the ship will be charged for the size of the water taxi ordered.

34.5. The Contractor shall return all items left in water taxis to the ship's SUPPO.

34.6. The Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for Government review and inspection.
34.7. Before the commencement of any services under this contract, the Contractor shall make the water taxi available to the ship's Boatswain or designated representative for inspection.

34.8. For any damage or destruction caused by the Government, the Contractor shall be responsible to ensure that the water taxi is jointly inspected before and after each trip by the Contractor and an authorized representative of the Government.

34.9. When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

34.10. If a water taxi is not operable when required under this contract, the Contractor shall immediately provide at no additional expense to the Government, a replacement water taxi which complies in all respects with this contract.

35. REPORTS (CLIN XX35)

35.1. CRAFT REPORT (CLIN XX35AA): The Contractor shall furnish a Cost Reporting and Forecasting Tool (CRAFT) Report covering all port costs paid by each ship for which the Contractor provides husbanding services. The term "port cost" includes all supplies or services identified in the section of contract titled "Supplies or Services" in Exhibit A and non-contract line items. The report format is provided in Exhibit C – CRAFT Report. The report shall be submitted to the FISC Detachment Singapore Contracting Officer or designated representative within seven (7) working days of each ship's departure.

35.2. Any revisions to the CRAFT shall be forwarded to FISC Detachment Singapore within seven (7) days of the change. If a ship departs port without paying all or part of a bill, the Contractor shall identify the line items not paid and support a change when the bill is paid.

36. OPERATIONS OTHER THAN WAR (OOTW)/CONTIGENCY OPERATIONS AND DISASTER RELIEF FEES (CLIN XX36)

36.1. OOTW refers to a "Contingency operation" as that term is defined in FAR 2.101. In addition, for purposes of this contract, it refers to rescue and humanitarian relief missions, Non-combatant Evacuation Operations (NEO's), or an unplanned, real world deployment of troops for an indefinite period of time. The provisions of FAR Part 18, Emergency Acquisitions (effective 5 Jul 2006), apply in full to the OOTW requirements of this contract.

36.2. Logistics Support is defined as goods and services provided in a background framework to an operation. Logistics Support can take place in the immediate vicinity of the operation or a great distance away.

36.3. The Contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a network familiar with the local political and commercial infrastructures, cultural and lingual background, and business practice. In order to assist the Navy's response to OOTW, the Contractor shall furnish personnel with the following qualifications:

36.3.1. Ability to speak the local language where OOTW is being conducted

36.3.2. Capacity to travel to the OOTW or forward logistic site within 24 hours of notification

36.3.3. Current inoculation records

36.3.4. Possess a valid up-to-date passport

36.4. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours a day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. The Contractor shall assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The Contractor shall ensure that sufficient personnel are available at each supported location to effectively perform all necessary tasks. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

36.5. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the contractor's Husbanding fees and CLINS shall apply.

36.6. If an advance party arrives in a country for OOTW, the Contractor shall bill at the OOTW subsequent day rate. If the operation is on going, the Contractor shall bill the OOTW first day rate and then subsequent days. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the Contractor's services are ordered.

36.7. Regardless of location, OOTW support requests for other than the basic service under this CLIN for operations not associated with ships are exempt from the requirements portion of the contract.

36.8. A sample of the potential list of OOTW and/or Exercise/ Logistic Support supplies and services is provided for Contractor reference in Exhibit D. The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the husbanding Contractor shall make every effort to locate at least three sources and shall provide a copy of all documents to the Contracting Officer. In very unique time sensitive situations, the Contractor may be tasked to source and provide a large variety of supplies and services on a very compressed delivery schedule in support of large scale operations like NEOs, etc or other real world events. In these unique situations, the requirement to document market research and source selections for supplies/services over $3000 is still mandatory.

36.9. An exercise is defined as a prearranged, preplanned evolution being conducted between the Government and a foreign nation for training or other purpose of a specified duration. The name of the event will generally, but may not always, include the word "exercise". It includes training efforts and exercise-like activity in preparation for actual contingencies.

36.10. The Contractor shall provide exercise and logistics support in the same manner as is provided for OOTW support.

36.11. Disaster Relief is defined as emergency operations or preparedness to support civil society to cope with natural or man-made disasters. Disaster relief is concerned with recovery efforts.

36.12. The Contractor shall provide disaster relief support in the same manner as is provided for OOTW support.

Section D - Packaging and Marking

NOT APPLICABLE
Not Applicable

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
9000	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 09-NOV-2007 TO 08-MAY-2008	N/A	N/A FOB: Destination	
9000	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

SECTION G-INVOICES & PAYMENTS
INVOICES AND PAYMENTS

1. The Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor's best estimate and an adjustment will be made later.

2. The payment will be made by the ship prior to departure from the port. If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Officer, U.S. Navy Region Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury check. The Contractor must accept the U.S. Government commercial purchase card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPC is the Mastercard. If a ship uses a U.S. Government credit card, the ship shall reimburse the Contractor any surcharge imposed by the financial institution processing the credit card transaction. The applicable credit card surcharge cannot exceed three (3) percent. Upon award of contract, the Contractor shall provide evidence furnished by the Financial Institution of the credit card surcharge.

3. Copies of all invoices presented to the ship shall be provided to FISC Det Singapore Contracting Officer within 5 working days from the departure of the visiting vessel.

Section H - Special Contract Requirements

NOT APPLICABLE
Not Applicable

Section I - Contract Clauses

ADDITIONAL TERMS & CONDITIONS
ADDITIONAL CONTRACT TERMS AND CONDITIONS

(a) Oral Orders (Indefinite Delivery Contracts) (SUP 5252.216-9402) (JAN 1999). Oral orders may be placed, provided the following conditions are complied with:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.

(3) Invoices for supplies or services furnished in response to total orders will be accompanied with a received copy of each related delivery ticket.

(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

(b) Written Orders (Indefinite-Delivery Contracts) (SUP 5252.216-9403) (JAN 1992). All requests for Services and Supplies must be documented by an AGR with a written Task or Delivery Order using a SF 1449 or DD Form 1155. Written orders on Standard Form 1449/DD Form 1155 will contain the following information, consistent with the terms of the contract:

(1) Date of order;
(2) Contract number and order number;
(3) Item number and description, quantity, and unit price;
(4) Delivery or performance date;
(5) Place of delivery or performance (including consignee);
(6) Packaging, packing, and shipping instructions, if any;
(7) Accounting and appropriation data;
(8) Any other pertinent information.

(c) Payment by Third Party (FAR 52.232.36*)* (MAY 1999) - This clause is incorporated by reference.

(d) Ordering (FAR 52.216-18) (OCT 1995)

(1) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award to final day of the contract.

(2) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a task/delivery order or task order and this contract, the contract shall control.

(3) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the schedule.

(e) Order Limitations (FAR 52.216-19) (OCT 1995)

(1) *Minimum ordering amount.* When the Government requires supplies or services covered by this contract in an amount of less than US $50.00, the Government is not obligated to order, nor is the Contractor obligated to furnish, those supplies or services under this contract.

(2) *Maximum ordering amount*. The Contractor is not obligated to honor --

(i) Any order for a single item in excess of the estimated quantity for that item, which is identified in the pricing schedule of this contract;

(ii) Any single order for a combination of items in excess of the total estimated dollar value for the applicable performance period of this contract; or

(iii) A series of orders from the Government within 120 days that together call for quantities exceeding the estimated quantities identified in the pricing schedule by more than two hundred percent (200%).

(3) This is a requirements contract (which incorporates FAR 52.216-21), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(4) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum ordering limitations in paragraph (b), unless the order(s) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to furnish the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the required supplies or services from another source.

(f) Contract Type. The resulting contract will be a Fixed Price Requirements contract.

(g) Requirements (FAR 52.216-21) (OCT 1995)-(ALTERNATE I) (APR 1984)

(1) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government’s requirements do not result in orders in the quantities described as “estimated” or “maximum” in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(2) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(3) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity’s requirement for the supplies and services specified in the Schedule that exceed the quantities that the activity may furnish within its own capabilities.

(4) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(5) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(6) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after thirty (30) days beyond the expiration of the contract.

(h) Option To Extend Services (FAR 52.217-8) (NOV 1999) (MODIFIED). In order to maintain continuity of service, the Government may require continued performance of any services within the limits and at the rates specified in the contract. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise this option by written notice to the contractor within fifteen (15) days before the contract expires.

(i) Inconsistency Between English Version & Translation Of Contract (FAR 52.225-14) (FEB 2000). In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(j) Taxes – Foreign Fixed Price Contracts (FAR 52.229-6) (JUN 2003). Incorporated by reference.

(k) Payment by Electronic Funds Transfer--Central Contractor Registration (FAR 52.232-33) (OCT 2003). Incorporated by reference.

(l) Authorized Changes Only By The Contracting Officer (SUP 5252.243-9400) (JAN 1992)

(1) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(2) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(3) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and FAX telephone number of the Procuring Contracting Officer (PCO) are:

Commercial Address:	FISC Detachment Singapore PSA Sembawang Terminal Deptford Road, Building 7-4, Unit 2-9 Singapore 759657
Military Address:	PSC 470, Box 2150 FPO AP 96534-2150
FAX Numbers:	(65)-6-750-2639 or 2382

(m) Provision for Wood Products SA 03-05 NAVSUP CLAIMANCY POLICY - Pinewood Nematode (microscopic roundworm) Free Non-Manufactured Wood Pacing (NMWP) Material (SWPM) (Nov 202) NAVSUP

(1) Definition. 'Pinewood nematode' as used in this provision, means a microscopic roundworm that has infested coniferous (softwood) trees.

(2) All non-manufactured wood lumber, pallets boxes, crates, containers, reels blocking and bracing, dunnage, drums, etc. for all shipments are required to be certified pest- (pinewood nematode) free. All wood pallets, boxes, crates, containers, reels, blocking and bracing, dunnage, drums, etc. ordered/delivered from vendors/suppliers shall be heat-treated and marked to the American Lumber Standards Committee (ALSC), NMWP policy and enforcement standards. The approved method for ensuring NMWP material is pinewood nematode free is as follows:

(i) Heat-treated to a minimum core temperature of 56°C(133°F) for at least 30-minutes in a closed chamber that has been tested evaluated, and approved officially for this purpose. In addition, the susceptible wood shall display an officially approved heat-treated marking enabling the identification of where and by whom the above treatment has been carried out.

(3) All bulk lumber procured for the fabrication of pallets, boxes, crates, containers, reels, skids, blocking and bracing, dunnage, drums, etc., shall be certified and marked as a part of the fabrication process, to the ALSC NMWP policy and enforcement standards. Vendors/Suppliers using ALSC-certified lumber to make or repair wooden boxes, crates, skids, containers, pallets, reels, drums, etc., must have formal processing procedures and documentation to ensure that only certified lumber leaves their fabrication point.

(4) This provision is self-deleting if the material or supplies are not shipped in NMWP material.

(n) Agency Protests

(1) Prior to submission of an agency protest, all parties should use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions.

(2) FISC Detachment Singapore will process agency protests in accordance with the substantive and procedural requirements of FAR 33.104(d).

(3) Pursuant to FAR 33.103(d)(4), an agency protest may be filed directly with either the Contracting Officer or the Chief of the Contracting Office. A protestor who initially files an agency protest with the Contracting Officer may appeal an adverse decision to the Chief of the Contracting Office. Agency protest submissions should clearly identify the initial adjudicating official, i.e., the "Contracting Officer" or "Chief of the Contracting Office".

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	SEP 2005
52.216-21	Requirements	OCT 1995

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2005) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acq.osd.mil/dpap/dars/
http://www.arnet.gov/
http://farsite.hill.af.mil/

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

_X__52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

____252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

____252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

____ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).).

____ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

____ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

____ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2005) (------ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

____ 252.225-7021 Trade Agreements (JUN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

____ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (---- -- Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

_____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

____ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

_____ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

__X_ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (_____Alternate I) (MAR 2000) (_____Alternate II) (MAR 2000) (____Alternate III (May 2002).

____252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5 (JUL 2005) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.232-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS/EXHIBITS
LIST OF ATTACHMENTS/EXHIBITS
Applicable documents, exhibits, and attachments for this contract are:

ATTACHMENT NO.	DOCUMENT
1.	Classifications of Ships
2.	Floating Line of Demarcation (FLD) Specifications
3.	Picket Boat Operations & Specifications
4.	Security Guard Operations
5.	Fuel Specifications
6.	Water Taxi Specifications
7.	Request for Sanitary Inspection
8.	Quality Assurance Provisions

EXHIBIT NO.	DOCUMENT
A	Schedule of Supplies and Services
B	Port Tariff
C	CRAFT Report
D	OOTW Sample of Provisions

ATTACH 1-SHIP CLASSIFICATION
ATTACHMENT 1 - SHIP CLASSIFICATIONS (DESCRIPTION OF U.S. NAVY SHIPS BY CLASS AND TYPE)

	Draft	Length	Beam	Displ	Maximum
Class IA	ft (mt)	ft (mt)	ft (mt)	tons	Crew Members
HSIC (MKV)	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24

SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	77
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360
Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854
Class IV					
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082
T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276
T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

1. The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

2. Displacement is expressed in tons and represents fully loaded displacement.

3. The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

4. There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

GLOSSARY OF TERMS AND ABBREVIATIONS

AGOS	RESEARCH SHIP
AGSS	RESEARCH SUBMARINE
AOE	FAST COMBAT SUPPORT SHIP
ARS	SALVAGE SHIP
AS	SUBMARINE TENDER
CG	GUIDED MISSLE CRUISER
CV	MULTIPURPOSE AIRCRAFT CARRIER (CONVENTIONALLY PROPULSION)
CVN	MULTIPURPOSE AIRCRAFT CARRIER (NUCLEAR PROPULSION)
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
FFG	GUIDED MISSLE FRIGATE
HSV	HIGH SPEED VESSEL
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCS	LITTORAL COMBAT SHIP
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LHD	AMPHIBIOUS ASSAULT SHIP (MULTI- PURPOSE)
LPD	AMPHIBIOUS TRANSPORT DOCK
LSD	AMPHIBIOUS CARGO SHIP
LSV	LOGISTIC SUPPORT VESSEL (ARMY)
HSIC	HIGH SPEED INTERCEPTOR CRAFT (MARK V - SPECIAL OPERATIONS CRAFT) (1 PAIR)
MCM	MINE COUNTERMEASURE SHIP
MCS	MINE COUNTERMEASURE SUPPORT SHIP
MHC	MINE HUNTERS COASTAL
MSC	MILITARY SEALIFT COMMAND
PC	PATROL COASTAL SHIP
SSBN	BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSGN	CRUISE MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	ATTACK SUBMARINE (NUCLEAR PROPULSION)
T-AE	AMMUNITION SHIP (MSC)
T-AFS	COMBAT STORE SHIP (MSC)
T-AGOS	OCEAN SURVEILLANCE/PATROL SHIP (MSC)
T-AGS	SURVEYING/ OCEANOGRAPHIC SHIP (MSC)
T-AH	HOSPITAL SHIP (MSC)
T- AKE	DRY CARGO/AMMUNITION SHIP (MSC)
T-AKR	STRATEGIC SEALIFT SHIP (MSC)
T-AO	OILER (MSC)
T-AOT	TANKER (MSC)
T-ATF	FLEET OCEAN TUG (MSC)
WAGB	POLAR CLASS ICEBREAKERS
WHEC	HIGH ENDURANCE CUTTER
WMEC	MEDIUM ENDURANCE CUTTER

ATTACH 2-FLD SPECIFICATION
ATTACHMENT 2 - FLOATING LINE OF DEMARCATION SPECIFICATIONS (CLIN XX12XX)

The following are Floating Line of Demarcation (FLD) Specifications used for this contract:

1. The Contractor shall provide a FLD to identify a restricted area in the water of approximately 330 feet (100 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. The FLD is to help identify a safe standoff zone.

2. The size of the FLD will depend on the class of ship. Pier side, the FLD should be positioned 330 feet (100 meters) fore and aft of the ship and 330 feet (100 meters) out into the water from the ship. If sufficient space is not available then the FLD will be positioned as far as possible from the ship. At anchorage, the FLD will be positioned 330 feet (100 meters) outside the swing radius of the ship.

3. There are two types of FLDs that are currently authorized.

3.1. Continuous Line FLD - If allowed by the Port, the Contractor shall provide a Continuous Line FLD per the specifications listed below.

3.1.1. FLD will have an Entry Control Point (ECP) where the FLD may be opened up when authorized watercraft require access to the ship. The Contractor will provide a boat and crew to open up and close the FLD at the ECP.

3.1.2. Specifications:

3.1.2.1. Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable ECP for access.Floatation devices positioned every meter on the line.

3.1.2.2. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing strobe lights (standing at least one meter high above the water) and positioned every 75 meters along the line.

3.1.2.3. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the FLD. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD intact at all times regardless of sea conditions. Failure of the system to remain in place may result in deductions to the invoice.

3.2. Buoy System FLD - This is an acceptable alternative to the Continous Line FLD requirement. Some Ports may require the buoys to be temporarily moved and replaced if a commercial ship requires the water space.

3.2.1. The Contractor shall provide a Buoy System FLD per the specifications provided below.

3.2.2. The Contractor shall provide a Buoy System FLD to identify a restricted area around ships. The purpose of the Bouy System FLD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night,

that unauthorized swimmers or watercraft should not be entering. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 100 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible on both ship and shore based radar. The Picket Boats will patrol outside of this visual reference. The Buoy System FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) workboats to tend to the Buoy System FLD at all times.

3.2.3. Provide the system with weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

ATTACH 3-PICKET BOAT OPS & SPE
ATTACHMENT 3 - PICKET BOAT OPERATIONS & SPECIFICATIONS (CLIN XX12XX)

The following are the Picket Boat operating instructions and specifications used for this contract:

1. The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

2. The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

3. Ships at anchorage will normally require two Picket Boats.

4. The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate CLIN in the contract.

5. The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

6. The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

7. The Picket Boat will meet the following requirements:

7.1. Licensed for commercial operations by local country Department of Transportation.

7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

7.4. If a deckhand crewmember is required, only qualified personnel are used.

7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

7.11.4. Portable Spotlight

ATTACH 4-SECURITY GUARD OPS
ATTACHMENT 4 - SECURITY GUARD OPERATIONS (CLIN XX12XX)

The following are to be used for Security Guard operations for this contract:

1. General

1.1. The Contractor shall provide security guards for pier side or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

1.2. Security guards may be provided through private security firms or through local police officials.

1.3. There are two types of security guard services. One is for providing guards pier side to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pier side:

2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

2.2. All pier side guard services will be performed within the parameters of local Laws and Regulations.

2.3. Overview. The purpose of the pier side security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxis. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pier side operations.

2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

2.6. The following equipment will be required as a minimum for each guard:

2.6.1. Uniform as provided by contractor or authorities;

2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. Rules of Engagement (ROEs) Pier side

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats:

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. Rule of Engagement (ROEs) for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following ROEs are to be followed:

3.8.1.1. Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2. If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3. The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4. As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

ATTACH 5-FUEL SPEC
ATTACHMENT 5 - FUEL SPECIFICATIONS (CLIN XX12XX)

The following are the Fuel Specifications for this contract:

SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	Requirement	Text Method
Appearance, @ 25ºC or ambient temperature whichever is higher	Clear, bright and free of visible particulates	D 4176 1/
Demulsification, @ 25ºC, minutes (max)	10	D 1401 2/
Density, @ 15ºC, kg/m^3 (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, ºC 50% point, ºC	 Record Record	D 86 3/

90% point, ºC, (max) end point, ºC, (max) Residue º Loss, % vol., (max)	357ºC 385ºC 3.0	
Cloud Point, ºC, (max)	-1ºC	D 2500
Color, (max)	3	D1500
Flash Point, ºC, (min)	60ºC	D 93 4/
Particulate Contamination, mg/liter, (max)	10	D 5432 5/
Pour Point, ºC, (max)	-6ºC	D 97
Viscosity, @ 40ºCm mm^2/second	- 1.7 - 4.3	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100ml, (max)	1.5	D5304 (R), D 2274 6/
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664
Aniline Point, ºC, (min)	60ºC	D 611
Ash, % wt., (max)	0.005	D 482
Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 7/
Corrosion, @ 100ºC, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min) Cetane Index, (min)	42	D 613 (R), D 976 8/
Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 2622
Trace Metals, ppm, (max) Calcium Lead Sodium plus Potassium Vanadium	 1.0 0.5 1.0 0.5	D 3605 9/
Additive Names and Dosages	Record	

1. If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709, 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains visible sediment or particulate matter, but meets the requirement of 10 mg/1 (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.

2. The demulsification text shall be conducted in accordance with the following exceptions:

(a) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.

(b) The test temperature shall be 25ºC.

(c) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute.

3. As the end point of the distillation is approached, if either a thermometer reading of 385ºC or a decomposition point is observed, discontinue the heating and resume the procedure as directed in ASTM D 86.

4. The flash point value is the absolute and no value less than 60ºC is permissible.

5. A one-liter minimum sample shall be used.

6. ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours to 40 hours.

7. When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fuel, without the cetane improver.

8. Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified in Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.

9. Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of the inspection authority.

Minimum Requirements for Purchases of Commercial Distillate Fuels ((Navy) Marine Gas Oil) for Bunkers

The following minimum requirements have been established for use when buying fuel (gas oil - 100% distillate) from commercial sources when F76 is not available. Marine Gas Oil is not acceptable as cargo fuel on Navy Oilers.

TEST	METHOD	REQUIREMENTS
1. Cetane Number	ASTM D 613	45 min
or		
Cetane Index	ASTM D 976	45 min

Note: A cetane index of 41 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exceed a maximum of 338ºC. A cetane number of 40 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exceed a maximum of 338°C.

2. Appearance @ 21ºC or ambient temperature (whichever higher)	Visual	Clear & Bright
or		
Water and Sediment	ASTM D 2709	0.05% max
3. Distillation. 90% Point	ASTM D 86	375ºC max
4. Flash Point	ASTM D 93	60ºC min
5. Pour Point	ASTM D 97	Report
6. Cloud Point	ASTM D 2500	-1.1ºC (30 °F)
7. Viscosity @ 40ºC	ASTM D 455	1.7 - 4.5 CST
8. Color	ASTM D 1500	3 max
9. Gravity	ASTM D 1298, D 287	Record
10. Carbon Residue	ASTM D 524	0.35% max

11.	Ash	ASTM D 482	0.01% max
12.	Sulfur	ASTM D 129, D 1552 D2622	1.00% max
13.	Copper Corrosion	ASTM D 130	3 max

C16.23-2 COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC JAN 1998)

Offered product shall conform to the following requirements which are suitable for Marine Gas Turbine.

	TEST REQUIREMENTS	METHOD	
1.	Cetane Number	ASTM D 613	42 min
	or		
	Cetane Index	ASTM D 976	43 min

NOTE: A Cetane Number of 40 minimum, or a Cetane Index of 41 minimum, is acceptable provided the 90 Percent Distillation Point does not exceed a maximum of 338^{o}C.

2.	Appearance @ 21^{o}C or ambient temp. (whichever higher)	Visual	Clear & Bright
	or		
	Water & Sediment	ASTM D 2709	0.05 vol % max.
3.	Distillation, 90% point	ASTM D 86	357^{o}C max.
4.	Flash Point	ASTM D 93	60^{o}C min

NOTE: The flash point value is absolute and no value less than 60^{o}C is permissible.

5.	Cloud Point	ASTM D 2500	-1.1^{o}C (30^{o}F) max.

NOTE: Cloud Point results will be evaluated based upon bunkering location.

6.	Viscosity @ 40^{o}C	ASTM D 445	1.7 - 4.5 cst
7.	Color	ASTM D 1500	3 max.

NOTE FOR DOMESTIC ITEMS: This Color test requirement is deleted if red dye has been added in compliance with U.S. Environmental Protection Agency or Internal Revenue Service regulations; however, the resulting fuel/dye blend must have a red tint. It shall not be visually brown or darker in appearance.

8.	Density @ 15^{o}C	ASTM D 1298	876 kg/m^{3} max.
9.	Carbon Residue on 10% bottoms	ASTM D 524	0.35 mass % max.
		ASTM D 189	
10.	Ash	ASTM D 482	0.01 mass % max.
11.	Sulfur	ASTM D 4294,	1.0 mass % max.
		ASTM D 1552, or ASTM D 2622	
12.	Corrosion	ASTM D 130	3 max.
13.	Distillate Fuel (fuel shall contain no residual)	None	100%

C36 FUEL OIL, INTERMEDIATE, GRADES RMB-10 (IFO 60)/RME-25 (IFO 180)/RMG-35 (IFO 380) (DESC MAY 1997)

Product shall conform to ISO 8217:1996 or ASTM D 2069-91. Product conforming to ASTM D 2069-91 shall meet the following additional requirements:

REQUIREMENTS	GRADE RMB-10 (IFO 60)	GRADE RME-25 (IFO-180)	GRADE RMG-35 (IFO 380)	TEST METHOD
Density @15°C, kg/m^3, max	981.0	991.0	991.0	ISO 3675/12185
Aluminum plus silicon, mg/kg, max	80	80	80	ISO 10478
Total Sediment, potential, %(m/m), max	0.10	0.10	0.10	ISO 10307-2

ATTACH 6-WATER TAXI SPEC

ATTACHMENT 6 - WATER TAXI SPECIFICATIONS – (CLIN XX34)

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxi specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated FISC Detachment Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and these specifications, the ship will immediately notify the Contractor, the FISC Detachment Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including Commander Pacific Fleet (COMPACFLT).

5. COMSEVENTHFLT Specifications:

Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable host nation laws and regulations. Notwithstanding

compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

The following information shall be conspicuously posted in both English and the appropriate local language:

- Current Operator's/Captain's license and boat names.
- Passenger/weight capacity limits notice.
- Location of life jackets and other life saving equipment.
- Location of all exits indicated in large letters.
- Emergency procedures.
- Emergency lighting, both permanent and hand held, shall be available and in working order at all times.
- Operation of the boat shall be in a safe and seaworthy manner.
- The consumption of alcoholic beverages shall not be permitted aboard the boat.

Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by host nation for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

Security: During the term of this contract the ship(s) to be serviced agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

(a) Hull:

- Watertight integrity of weather decks, bulkheads, watertight closures and interior hull structures.
- Superstructure, including masts and stacks.
- Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.
- Provisions for drainage of sea water from exposed decks over the side and not into the bilges.
- Access/egress points- adequacy of number and location.

(b) Machinery:

- 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.
- Main propulsion and auxiliary machinery essential to operation of boat.
- Sea and bulkhead closure valves.
- Bilge auction strainers and dewatering systems-bilge pump to be tested by operation
- Bilges free of flammable liquids

(c) Electrical:

- Cables.
- Navigation, deck, and emergency lights.
- Rotating electrical machinery; e.g., generators and motors --Storage batteries

(d) Lifesaving equipment:

- Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.
- Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.
- First aid kits, life rings and distress lights.
- Distress signaling devices

(e) Fire fighting equipment:

- Fire pump - test by subjecting fire hose(s) to fire pump pressure.
- Portable fire extinguishers.
- Fixed systems, e.g., $C0_2$ cylinders.

(f) Steering apparatus:

(g) Miscellaneous systems and equipment:

- Harbor charts.
- Ground tackle and mooring lines.
- Whistle/fog horn, bell.
- Lighted compass.
- Radar.
- 2-way radio capable of Bridge-to-Bridge communications.
- Current license.

Operator qualifications.

Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement is that contained below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

i. Safety of operations. Insure the following are present and in working condition:
ii. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.
iii. Fire extinguishers sufficient for the size of the vessel operated.
iv. Radio (with battery backup) capable of Bridge-to-Bridge communications.
v. Anchor/chain sufficiency for the size of the vessel operated.
vi. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.
vii. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:
viii. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.
ix. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.
x. Ensure no bare or exposed electrical wires or connections are located in the passenger area.
xi. Validate that sufficient unobstructed exits are present and marked in English.
xii. Verify that no missile hazards, gear adrift, or trip hazards exist.

The following shall be conspicuously displayed, in English:

- Passenger/weight capacity.
- Location and number of life jackets.
- Location of life saving equipment.
- Locations of exits (if not obvious).

Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide

information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

ATTACH 7-REQ 4 SANITARY INSPEC
ATTACHMENT 7 - SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
FISC Detachment Singapore
PSA Sembawang Terminal
Deptford Road, Building 7-4
Singapore 759657

Dear Sir:

We are interested in supplying (specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

LIST AND INFORMATION TO REQUEST FOR INITIAL INSPECTION

List of products for which approval is requested.
Establishment letterhead - four places.
Name of establishment owner.
Site area size - acres, square feet or square meters.
General description of the area surrounding the plant site.
Building description, i.e. material used in construction, age of building(s), size (in square feet or meters), and number of stories.
Drawing of floor plan of building(s) to include major production areas (for slaughterhouses and dairies only).
List of major processing equipment.
Sources of raw materials.
Output of finished product - average kilograms or tons per day, per week or per month.
Special codes printed on product packages which identify the establishment, the product, and the date of production or packaging.
Number of employees.
Are employees receiving pre-employment or periodic medical examinations? What is the frequency of the periodic examinations?
Program for employee instruction personal hygiene, food, handling techniques, and food hygiene and safety.
Cleaning and sanitizing methods, including chemical used.
Detailed written cleaning and sanitizing program.
Official water quality certification from the local government, including total aerobic bacteria plate count, coliform count, and chemistry.
Name of water source.
Waste disposal program.
Pest control program.
Name of inspection agencies which inspect the plant (government and civilian) and frequency of inspections. Are inspection reports available for review?
Flow chart for the manufacture of each major category of products listed in No.1 above from raw materials to finished products health control points.
What laboratory examinations are performed on products and plants environment? Are the results available for review?
Total number of company vehicles?
Key personnel and point of contact for inspectors.
Direction to plant.
European Economic community (EEC) and United States Department of Agriculture (USDA) plant establishment number(s).

ATTACH 8-QA PROVISIONS
ATTACHMENT 8 - QUALITY ASSURANCE PROVISIONS - September 2006

SECTION I. GENERAL REQUIREMENTS

1. SANITARILY APPROVED SOURCES: All subsistence items shall be from approved sources as authorized, or exempted in NAVSUPINST 4335.4F/AR 40-657/AFR 161-32/MCO P10110.31G. Name and address of processing facility shall identify any subcontracting entities utilized other than the primary contractors. FISC DET Singapore has available approved source listings of authorized subsistence incorporated into VETCOM Circular 40-1, Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Hawaii and Pacific) and other regions maintained and published by HQ, US Army Veterinary Command, Fort Sam Houston, Texas

(http://vets.amedd.army.mil/vetsvcs/approved.nsf). The U.S. Army Veterinary Representative, prior to commencing a contract/Blanket Purchase Agreement (BPA), shall inspect all required potential sources identified. Failing to pass inspection shall be grounds for not issuing a BPA and grounds for cancellation if the facility fails inspection after a BPA has commenced. This applies to all contractors and subcontractors. Documents cited here shall be provided to the contractor upon written request.

2. DELIVERY VEHICLES: The supplies delivered under this contract/BPA shall be transported in a sanitary enclosed/covered or open flatbed vehicle. Semi-perishable items delivered in open flatbed vehicle shall be covered with a tarp to protect products from rain or foreign objects. Vehicles shall be equipped to maintain the appropriate temperature for the subsistence being delivered. Vehicles shall be maintained in a sanitary condition to prevent contamination of the food and shall be subject to inspection by the government at all reasonable times. Supplies submitted for acceptance in vehicles, which are not sanitary, may be rejected without further inspection. Concurrent transportation of bulk contained pesticides, rodenticides, petroleum products, inedible products, household chemicals, or other caustic or volatile compounds are undesirable but occasionally necessary. When a carrier jointly transports subsistence and cleaning agents or hazardous products, the cleaning agents or hazardous products shall be segregated from the subsistence to the greatest extent. Segregated to the greatest extent means that all cleaning agents or hazardous products shall be unitized, loaded completely lower and horizontally from the subsistence to the maximum distance allowed by the physical configuration of the carrier. Shrink-wrap shall be used to secure items to pallets and provide stabilization.

3. CODE DATING: Master-shipping boxes shall be stamped or embossed with code dates, except Fresh Fruits and Vegetables, (FF&V). Coding must represent the date of slaughter, production, pasteurization, manufacture, or expiration/pull date. Open code shall have the date, month and year or Julian date, (last number of the year with the number of days). Closed code, such as letters and numbers, shall have an accompanying letter from the manufacturer explaining the code and shelf life.

4. PACKAGING: Standard commercial packaging is acceptable as long as it meets the requirements set forth in this agreement, product is protected from contamination, and quality is preserved. Products shall be packaged in non-returnable commercial containers that do not exceed 55 pounds or 25 kilograms per container. The use of a plastic shrink-wrap to secure items to the pallet shall be minimized.

5. SHELF LIFE REQUIREMENTS: Unless otherwise specified in this agreement, products shall be delivered with not less than one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining. If the supplies delivered DO not have the minimum number of days of shelf life remaining as set forth in this agreement, the government shall have the right to reject and/or require replacement.

6. TEMPERATURE REQUIREMENTS: Unless otherwise specified in this agreement, all perishable products shall be delivered between 32oF-41oF (0oC-5oC) for chilled and 0oF (-18oC) or below for frozen. Temperatures shall be checked between the primary container and the outer container to reduce product damage. If a discrepancy is suspected, internal temperature shall be checked prior to rejection or acceptance of the products.

7. REJECTED ITEM: Any item recommended for rejection by the U.S. Army Veterinary Representative or receiving activity shall be annotated on the invoice or delivery receipt. The Contracting Officer Representative shall negotiate on price adjustment for quality or short shelf life defect as requested by receiving activity based on the U.S. Army Veterinary Representative inspection results. Replacements shall be coordinated with the Contracting Officer Representative as requested by the receiving activity.

8. FOREIGN ORIGIN PRODUCTS: Foreign establishments DO not have to be Directory listed if the prepackaged finished items they produce are imported by distributors or brokers into the continental United States, Hawaii or Alaska for sale to U.S. Armed Forces. This exemption Does not apply to establishments importing food directly into the U.S. territories of American Samoa, Guam, or the Mariana Islands without entering the continental United States, Hawaii or Alaska.

9. CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD: See Appendix A below.

SECTION II. QUALITY ASSURANCE PROVISIONS BY ITEM

1. DAIRY PRODUCTS:

a. Milk products shall be from approved sources and meet the raw, pasteurized, bacteriological and chemical requirements of the United States Public Health Service (USPHS) Publication 229 (Grade A Pasteurized Milk Ordinance). Frozen deserts and novelties shall be from approved sources in accordance with applicable military or local specifications or in the absence of applicable specifications, good manufacturing practice. Bacteriological and chemical testing may be accomplished at origin or destination. The U.S. Army Veterinary Representative shall submit non-conforming results to the Contracting Officer and provide a copy furnished to the contractor with a letter of explanation. The letter shall inform the contractor that unreliable quality controls may result in suspending further deliveries in accordance with NAVSUPINST 4355.6A/AR 40-70. NAVSUPINST 4355.6/AR 40-70 sets forth the microbiological testing program and suspension procedures for dairy products.

b. Temperature on delivery: Fresh dairy products shall be delivered between 32oF and 41oF (0oC and 5oC). Frozen products shall be delivered at 0oF (-18oC) or below.

c. Cheese Related Products:

(1) Soft cheeses such, as mozzarella, natural provolone, cream cheese, and etc., shall be delivered between 32oF and 41oF (0oC and 5oC).

(2) Hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, etc., shall be delivered between 32oF and 50oF (0oC and 10oC).

2. FRESH FRUITS AND VEGETABLES (FF&V): See Appendix A.

a. All FF&V shall be freshest product available. FF&V shall have eye appeal and shall be a minimum of 90% free from quality defects and 100% free of decay or loss. The Contracting Officer Representative shall negotiate a downward price adjustment for quality defects based on the U.S. Army Veterinary Representative inspection results and confirmed by receiving activity.

b. FF&V shall be delivered in an enclosed vehicle, equipped to maintain the temperature required for the type of FF&V. Mixed loads of FF&V shall be between 35oF and 55 °F (2oC and 12oC).

c. FF&V such as bananas that are sensitive to ethylene oxide shall not be palletized and wrapped with items that are ethylene oxide producers such as apples. Plastic wrapped around the product inside the boxes shall be removed to allow air circulation.

d. Fresh mushrooms shall not be packaged airtight. Packages that are wrapped in plastic shall have air hole cut into plastic 1/8 inch in diameter or larger.

e. FF&V such as bananas, potatoes and onions that are sensitive to chill damage shall be delivered without refrigeration or not less than 56 °F (14oC). FF&V delivered in an open flatbed vehicle shall be protected with a tarp.

f. For repacked FF&V, the recycled boxes shall be clean and odorless; weigh not more than 45 pounds, (20 kilograms); labeled with the name and weight of the item on two adjacent sides of the box and legibly handwritten or printed.

FROZEN MEAT AND POULTRY

a. Unless otherwise requested, all frozen meat and poultry products must be USDA inspected or USDA certified. They must be listed in one of the following publications: "Meat and Poultry Inspection Directory", or "Directory of Sanitarily Approved Food Establishment for U.S. Armed Forces Procurement. ".

b. Temperature at delivery shall be 0oF (-18oC) or below. If the product is frozen to the point that a bimetallic thermometer cannot be pushed into the product and there does not appear to be significant surface thawing or crystallization the product shall be considered acceptable. These factors shall be considered due to the lack of proper equipment for drilling frozen item.

c. Age at delivery in the frozen state:

(1) Beef shall be delivered no more than 12 months after the date of pack.

(2) Poultry shall be delivered no more than 12 months after the date of pack.

(3) Pork shall be delivered no more than 12 months after the date of pack.

(4) Lamb and veal be delivered no more than 12 months after the date of pack.

NOTE: If the manufacture, slaughter or expiration date is stamped, not embossed on the box, the Health Certificate from origin shall be available for verification by the inspecting U.S. Army Veterinary Representative.

4. FROZEN WATERFOODS:

a. Temperature at delivery 0oF (-18oC) or below and shall be checked using the guidance reference previously in paragraph II.3.a.

b. Age at delivery in the frozen state:

(1) Seasonal packed items shall be delivered no more than 12 months after the date of pack.

(2) Oysters shall be delivered within 6 months of shucking/freezing.

(3) Shrimp shall be delivered within 180 days, of packaging/freezing.

General Guidance: All items shall be delivered in excellent condition, practically free of parasites, and show no evidence of mishandling.

SHELL EGGS:

a. Shell eggs shall be cleaned and free of damage (broken, cracked, leaker, etc.,). The U.S. Army Veterinary Representative shall recommend rejection of eggs with excessive dirt or feces.

NOTE: A small quantity of dirt is allowed on eggs delivered from plants that are only approved for unwashed eggs, small defined as having relatively little size or slight dimension.

b. Fresh shell eggs delivered directly from the farms within 48 hours of production may be delivered in unrefrigerated vehicles that are covered. The vehicles must meet all the requirements listed in Section I, par. 2. Boxes shall be marked with the date of production with the vendor’s name and address.

c. Chilled fresh shell eggs that are procured from food distributors shall be delivered in refrigerated vehicles and shall be delivered within 15 days from the date of packaging. Internal temperature of eggs at delivery must be 41oF (5oC) or below.

6. BAKERY PRODUCTS:

a. Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined.

b. Bakery products shall be delivered within 48 hours from the date of production. Frozen bakery products shall be delivered within 6 months from the date of production, (SL 12 months), and in a refrigerated truck with a temperature of 0°F (-18°C).

SECTION III. SPECIFIED ANCHORAGE DELIVERIES

1. Due to the special circumstances associated with anchorage deliveries, the following exceptions are authorized, but shall not relieve the contractor or the BPA holder of any other requirements in the Quality Assurance Provisions unless specifically listed below:

a. Dairy products may be delivered in non-refrigerated containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. When a refrigerated unit is not used, the dairy products shall be packed in special containers that hold multiple units of product (bi-wall/tri-wall boxes), with dry ice based on the product weight to maintain internal temperature of 41°F (5°C). The special container shall be packed to allow air circulation within. Dairy products shall be given the highest priority for loading/off-loading upon receipt.

b. FF&V may be delivered in unrefrigerated containers in the most expeditious manner to ensure the least amount of exposure to high temperatures.

c. Miscellaneous frozen products may be delivered in non-freezer containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. Frozen items shall be packed with dry ice based on the product weight to maintain frozen state. The special container shall be packed to allow air circulation within. Although slight temperature deviations may occur, proper packaging and sufficient quantities of dry ice shall preclude excessive temperature deviations and thawing. Any item showing sign of thawing shall be rejected.

2. Although special considerations are authorized in anchorage deliveries, no exceptions have been authorized or shall be accepted for reduced sanitary standards, including the sanitation of the vehicles, boats, and shipping containers. The reuse of containers to transport products with dry ice is authorized as long as the container is sanitary and serviceable.

3. No deviations to these Quality Assurance Provisions are authorized without prior written approval from the Contracting Officer and U.S. Army Veterinary Representative. Deviations shall be granted prior to quotes being accepted and only for the particular delivery in question.

APPENDIX A, PERISHABLE FOODS)

The following are requirements that apply to this contract:

PERISHABLE SUBSISTENCE COMPATABILITY GROUPS
(Extracted From DLAM 4145.12/ TM 38-400, April 1994)

Group 1

Temperature: 32° to 34°F (1° to 1°C).
Relative humidity: 90 to 95 percent.
Atmosphere: Normally used on berries and cherries only -10 to 20 percent CO2.
Ice: Never in contact with commodity.

Note: Most members of this group not compatible with Group 6a or 6b because ethylene production by Group 1 can be high, and thus harmful to members of Group 6a or 6b.

Apples (except those varieties listed in Group 3)
Apricots
Berries (except cranberries) Cherries.
Figs (not with apples, danger of odor transfer to figs; also see Group 6a)
Grapes (not fumigated with surfer dioxide (S02) in vehicle and no chemicals that release S02 should be included in packages).
Peaches
Pears
Persimmons Plums and Pomegranates
Quinces

Group 2

Temperature: 55o to 65oF(13° to 18°C)
Relative humidity: 85 to 95 percent.
Ice: Never in contact with commodity.
Avocados
Bananas
Eggplant {also see Group 5)
Grapefruit 1
Guava
Limes
Mangoes
Muskmelons, other than cantaloupes
Casaba
Crenshaw
Honey Dew
Persian
Olive, fresh
Papayas
Pineapples {not with avocados, danger of avocados' odor absorption)
Tomatoes, green
Tomatoes, pink {also see Group 4)
Watermelons (also see Group 4 and 5)

Group 3

Temperature: 36° to 41°F (2°to 5°C).
Relative humidity: 90 to 95 percent: cantaloupes about 95 percent.
Ice: In contact with cantaloupes.
Apples (Grimes Golden and Jonathan (both, certain areas), Yellow Newton (California) and Mclntosh
Cantaloupes
Cranberries
Lemons 1 (use 50 to 55°F for more than a month)
Lychees (also see Group 4)
Oranges 1(Florida or Texas)
Tangerines

Group 4

Temperature: 40° to 45°F (4° to 7°C): beans 38° to 42°F (3° to 6°C).
Relative humidi1y: About 95 percent
Ice: Never in contact with commodity.
Beans snap
Lychees (also see Group 3)
Okra
Oranges 1 (California or Arizona)
Pepper; green (not with beans)
Pepper, red (if with green peppers, temperature adjusted toward top of range)
Squash, summer
Tomatoes, pink (also see Group 2)
Watermelons (also see Groups 2 and 5)

Group 5

Temperature: 50° to 55°F (10° to 13°C): ginger not below 55°F.
Relative humidity: 85 to 90 percent.
Ice: Never in contact with commodity.
Cucumbers
Eggplant (also see Group 2)
Ginger (not with eggplant, also see Group 7)
Potatoes (late crop)
Pumpkin and Squashes, winter
Watermelon (temperature adjusted for other members of the group; also see Groups 2 and 4),

Group 6a

This group, except for figs, grapes and mushrooms, is compatible with Group 6b
Temperature: 32° to34°F (0° to 1°C)
Relative humidity: 95 to 100 percent.
Ice: Never in contact with asparagus, figs, grapes, and mushrooms
Artichokes
Asparagus
Beefs, red

Endive and escarole
Figs (also see Group 1)
Grapes (not furnished with sulfur dioxide (S02) in vehicle and no chemicals that release S02 should be included in packages)
Greens
Leek (not with figs or grapes)
Lettuce
Mushrooms
Parsley
Parsnips
Peas
Rhubarb
Salsity
Spinach
Sweet Corn
Watercress

Group 6b

This group is compatible with Group 6a, except for figs, grapes and mushrooms.
Temperature: 13°to 13°F (0° to l°C)
Relative humidity: 95 to 100 percent
Ice: Contact acceptable for all
Broccoli
Brussels sprouts
Cabbage
Cauliflower
Celeriac
Celery
Horseradish Kohlrabi
Onions green (not with rhubarb. Figs, or grapes; probably not with mushrooms or sweet corn)
Radishes
Rutabagas
Turnips

Group 7

Temperature: 5° to 65°F (13° to 18°C)
Relative humidity: 85 to 90 percent.
Ice: never In contact with commodity.
Ginger (also see Group 5)
Potatoes, early crop (temperatures adjusted for others)
Sweet Potatoes

Group 8

Temperature: 32°to 34°F (0° to 13°C)
Relative humidity: 65 to 70 percent.
Ice: never in contact with commodity.
Garlic
Onions dry

1 Citrus fruits -Biphenyl fungicide may impart off odors to other commodities

The above information was extracted from Lipton, W.J. and J. M. Harvey, Compatibility of Fruits and Vegetables During Transport in Mixed loads, US Department of Agriculture Research Service, ARS51- 48 (September 1972).

Appendix B - CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD

Microbiological criteria for dairy products1,2

Product(s)	Standard Plate Count (SPC) (See notes 3&4)	Coliform count (See note 4)	combined yeast and mold count (See note 4)	Preliminary incubation count (See note 5)
Aseptically processed and packaged Milk and milk products	0 per ml (See notes 6&7)		0 per ml (See note 6)	0 per ml (See note 6)
Buttermilk and acidophilus milk			10 per gram	
Cottage cheese			10 per gram	10 per gram
Cream, sour cultured			10 per gram	10 per gram
Grade A pasteurized milk and milk products	20,000 per ml		10 per ml	200,000 per ml
Ice cream products, flavored, fruit and / or nuts	50,000 per gram		20 per gram	
Ice cream products, vanilla and plain flavored	50,000 per gram		10 per gram	
Frozen dessert mix:				
Vanilla flavor	50,000 per gram		10 per gram	10 per gram
other flavors	50,000 per gram		20 per gram	10 per gram
Yogurt, chilled			10 per gram	
Yogurt, frozen, plain			10 per gram	
Yogurt, frozen, flavored			20 per gram	
Yogurt, soft serve mix			10 per gram	

Notes:

1. Phosphates as specified in the PMO.
2. Products shall be free of antibiotic or pesticide residues or below the action levels established for such residues by the applicable Federal Regulatory Agency. Antibiotic residue testing shall be by the method described in the PMO. Examinations and test to detect adulterants, including pesticides, shall be conducted by methods recognized by the applicable Federal regulatory agency.
3. Not applicable to cultured products.
4. All counts are maximum allowed standards.
5. Samples must be received within 72 hrs of pasteurization. Preliminary incubation test is used as a determination of keeping quality.
6. Nonconformance's will be considered an imminent health hazard.
7. Either aerobic or anaerobic SPC.

Microbiological criteria for Environmental Swabs1,2		
	Aerobic Plate Count (APC)	Coliform Count ATP (RLU) Counts
Environmental swab See Note 3	100 per 50 sq cm	10 per 50 sq cm

Notes:
1. Microbiological counts can be used as an index for evaluating the sanitation status of processing equipment and the facility.
2. All counts are maximum recommended limits.
3. Relative Light Units (RLU) are directly correlated to log cfu/sq cm . RLU maximum tolerances are dependent upon the manufacturer of the ATP bioluminescence reader. Follow manufacturer's instructions for RLU limits.

Microbiological criteria for Fish, fresh or frozen, including shellfish		
Counts4	m	M
Aerobic Plate Count (APC)	5,000 per gram	1,000,000 per gram
E. coli	10 per gram	500 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Vibrio parahaemolyticus 1	10 per gram	100 per gram
Vibrio vulnificus2,3	Zero (0) Tolerance	
Salmonella2	Zero (0) Tolerance	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Used for oysters and fish designed to be consumed raw.
2. No viable pathogen in a 25 gram sample.
3. Limit is established as non-detectable depending on method used and detection limit.
4. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Fruit Juice, Fresh or Frozen				
	Standard Plate Count (SPC) 3		Coliform	Combined Yeast
			count	and Mold count
Product(s)	m	M		
Aseptically processed juice1	0		0	0
Pasteurized Juice2		20,000 per ml	20 per ml	200 per ml
Non-Pasteurized Juice4	50,000 per ml	100,000 per ml		

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Must be labeled as aseptically processed and process must be verified.
2. Must be labeled as pasteurized.
3. Plate count limits for juices, except for aseptically processed juice, are used as a quality indicator and may assist in determining keeping quality and/or shelf life.
4. Non-pasteurized juice is not approved for US Armed Forces Procurement.

Microbiological criteria for Kimchee 1,3,4		
Counts 9	m	M
Coliform (MPN)	10 per gram	
Clostridium perfringens	100 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Pseudomonas ssp 7	200 per gram	
Streptococcus ssp 7	10 per gram	
Listeria monocytogenes8	0	
Salmonella ssp2,8	0	
Vibrio ssp5,8	0	
Salt %	> 2.5/wt	< 3.5/wt
pH	> 4.2	< 4.7
Polygalacturonase 6	Negative	

m =values above this level, but below that of M are marginal microbiological quality.

M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Products containing monosodium glutamate (MSG), nuts or nut oils must be labeled appropriately to reflect potential allergenic contents.
2. Only for varieties containing meat or poultry, sprouts, watercress or melon.
3. Varieties of Kimchee include, but are not limited to: Vegetables: winter, spring, cucumber, wrapped, Yolma, Chang, radish (Nabak), white (Pak), western-cabbage, pony-tail radish (Chonggak), eggplant, green onion, pumpkin, spinach, leek, green pepper; Chanachi: radish, green pepper, cucumber, garlic cabbage; Kaktagi: radish, radish and oyster Kaktuki; Tong Chimi;: radish tongchimi; Shikhae: chicken, andong, Alaskan Pollock shikhae.
4. All Kimchee products must be delivered and stored refrigerated with a definitive shelf life marked on each container.
5. Only for varieties containing fish or seafood ingredients.
6. Polyglacturonase activity is an indicator of overripening and spoilage, inferring the possible presence of Bacillus subtilus, Saccaromyces fragilis, Candida pseudotropicalis, Oospora lactis, Asperfillus ssp., and Penicillium ssp.
7. Excessive acidification may be due to high counts of these organisms; this is an indicator of very poor quality product.
8. Zero tolerance pathogens.
9. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Retail Ground Beef, Beef Trimmings, Ground Pork , Poultry (Chilled or Frozen)		
Counts	m	M
Aerobic Plate Count (APC)	100,000 per gram	1,000,000 per gram
Fecal Coliform	50 per gram	500 per gram
Total coliform	100 per gram	1,000 per gram
E. coli	10 per gram	< 110 per gram
Coagulase Positive Staph	<100 per gram	500 per gram
Salmonella species	Zero (0) Tolerance1	
E.coli O157:H7	Zero (0) Tolerance1	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.

Microbiological limits for Sandwiches, Prepared Salads and Spreads, Bagged Salad, and Cut Vegetables 4		
Counts3	m	M

Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli most probable number (MPN)	3 per gram2	10 per gram
Coliform (fecal)	10 per gram	100 per gram
Yeast and mold count	200 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Campylobacter jejuni	Zero (0) Tolerance1	
Salmonella species	Zero (0) Tolerance1	
Listeria moncytogenes	Zero (0) Tolerance1	
E. coli 0157:H7	Zero (0) Tolerance1	

m =values above this level, but below that "M" are of marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. No viable pathogen in a 25 gram sample.
2. < 10 per gram if using 3M Petri Film for E. coli counting.
3. Products may not be examined for all microbial characteristics as listed above. Contact laboratory if specific tests are required.
4. Tuna, chicken, ham and egg salads are tested the same, regardless whether on bread or submitted in tubs, buckets or other retail containers.

Microbiological criteria for Soft Serve Ice (cream) Milk and Soft Serve Yogurt at the retail/user level2

Counts	m	M
Standard plat count 1	50,000 per gram	250,000 per gram
Coliform	10 per gram	100 per gram
Combined Yeast & Mold		100 per gram

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
Standard Plate Count (SPC) does not apply to yogurt products.
Soft serve and Yogurt machines.

Microbiological limits for Tofu

Counts2	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram coli (MPN)
<3 per gram	10 per gram	

Staphylococcus aureus	100 per gram	1000 per gram
Salmonella species1	Zero (0) Tolerance1	
Listeria moncytogenes1	Zero (0) Tolerance1	
Yersinia entercoliticus1	Zero (0) Tolerance1	

Legend:
m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. Products may not be examined for all microbial characteristics as listed above.

Microbiological and Chemical criteria for Bottled Water1 and Vending Machine Water2 and Ice		
Counts	m	M
Coliform	0 per 100 ml	
Coliform (bottled water)	0 per 250ml	
Heterotrophic Plate Count 5	1000 per ml	100,000 per ml
Pseudomonas aeruginosa	Zero (0) Tolerance	
Flouride2		
Arsenic2		
Trihalomethanes2		
Chlorine2		
Dissolved Solids4		
Silver 3	None Detectable	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Bottled water is tested IAW the specific limits set forth by the Code of Federal Regulations (CFR) and current Environmental Protection Agency (EPA) regulations.
2. Vending machine water requirements are from the Association of Food and Drug Officials Model Code, 1997; Ice standards are derived from the International Packaged Ice Association. These are the minimum tests required for Vending Machine water.
3. Current published regulatory limits apply.
4. Only those machines utilizing silver impregnated carbon filters. Dissolved solids measurements are for vending machines labeled "Purified".
5. Ice and water derived from well water or surface water sources marketed at retail have higher allowable HPC limits. See current guidelines established in the CFR.

Microbiological criteria for Retail/User level Pre-packaged Deli and RTE Products4

Product(s)	APC3	Listeria spp.2	Salmonella2	Coliform2	E.Coli O157:H7
Luncheon Meats, frankfurters, Beef, poultry & pork	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance	
Cheese, soft and hard	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Pasteurized, liquid, frozen or Dried egg	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Pizza topping (meat & cheese)	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Dried meats sticks, jerky 1	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance	

Notes:
1. Yeast and mold combined count should not exceed 100 /g.
2. No viable pathogen in a 25 gram sample. All counts are maximum allowable limits.
3. See Table Below for APC values in RTE Products.
4. Includes all like type/style products not otherwise listed.

Additional Microbiological limits for Commercial (Food Court Style) RTE Products2,4

Counts	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli (MPN)	3 per gram 3	10 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Salmonella species1	Zero (0) Tolerance1	
Listeria moncytogenes1	Zero (0) Tolerance1	
E. coli 0157:H71	Zero (0) Tolerance1	
Campylobacter jejuni	Zero (0) Tolerance1	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. This table is primarily designed for hot food lines.
3. < 10 per gram if using 3M Petri Film for E. coli counting.
4. Products may not be examined for all microbial characteristics when submitted. These values are primarily used when conducting food borne illness investigations and overall quality characteristics.

PART VI - Summary of Directory Listing Requirements

Federal Supply Class (*Note 1)	Listing Required	Listing Not Required
8905	All fish, meat, poultry, and shellfish, including:	Crabs, live.

(*Notes 2, 3)	Buffalo meat. Fish, canned. Fish, fresh or fresh smoked, modified atmospheric packaged. Fish, fresh or frozen, packaged. Herring, pickled. Quail. Rabbits. Salmon, smoked. Squid.	Crawfish, live. Fish, fresh or frozen, whole and/or eviscerated, head on or off, unscaled, unpackaged. Lobster, live. Shrimp, fresh or frozen, whole or head off.
8910 (*Notes 4, 5)	All dairy foods and eggs, including: Cream, sterilized. Creamer, coffee, dairy. Dairy soft serve mixes. Desserts/puddings, frozen. Egg nog, canned. Egg substitutes. Italian ices. Topping, real cream. Yogurt, fresh or frozen.	Chocolate drink mix, non-dairy. Powdered dairy mixes. Toppings, non-dairy.
8915 (*Note 7, 8)	All pre-cut pre-packaged minimum processed fresh fruits and vegetables. Kimchee. Mushrooms, whole and sliced. Salads, non-meat, with or without dressing (not USDA listed). Vegetable sprouts. Fruit juices and nectars, refrigerated.	All unprocessed fruits and vegetables. Olives. Fruit juices and nectars, shelf stable or frozen concentrate.
8920 (*Notes 6, 9)	Bakery and cereal products (baked and unbaked, fresh and frozen), specifically: Croissants. Doughnuts Egg roll wrappers. Flour and corn tortillas. Wet pasta (noodles). Pastries. Pies. Soft pretzels. Won ton wrappers. Filled bakery items.	All other bakery products, including: Bagels. Batter mix, dry. Biscuits, canned. Breads, rolls, and buns. Cake mix, dry. Cakes, unfilled. Cookie mix, chilled or dry. Cookies, unfilled. Crackers. Cupcakes, unfilled. Dough, frozen or chilled. Dumplings, frozen. English muffins. Flour. Fruitcakes. Melba toast. Muffins Pancake batter, frozen. Pancake/waffle mix. Pasta, dry (noodles). Pizza crust. Taco shells. Toaster pastries.

		Pie crusts, unfilled. Waffles, frozen.
8925		All confectionery, nuts, and sugars.
8930		All jams, jellies, and preserves.
8935		Bouillon and soups.
8940 (*Notes 2, 3, 4, 5, 10)	Dietary foods and specialty preparations, specifically: Fish, meat, poultry, dairy, egg, and shellfish products. Pickled eggs. Frozen dinners. Pudding novelties, frozen or chilled. Tofu.	All other dietary and specialty preparations, including: Baby formula, canned. Chips, nacho or potato. Creamer, coffee, imitation (non-dairy). Dips. Nacho cheese, canned. Nutri-why. Popcorn. Puddings, canned.
8945		Fats and food oils, including margarine
8950		All condiments and related products, including: Salad dressings. Mexican salsa)
8955		All cocoa, coffee, and tea.
8960	Beverages, nonalcoholic; specifically: Ice. Bottled water.	All other nonalcoholic beverages, including: Dry ice. Fruit drink mix containing no fruit juices.
8965		Non-MRE beverages, alcoholic.
8970 (*Note 2)	MRE food composite packages	Non-MRE composite food packages.
8975		All tobacco products.

*Notes:

1. For complete item listing within each class of the 8900 (subsistence) Federal Supply Class (FSC) Group, refer to Federal Supply Catalog C8900-SL, Stock List--FSC Group 89 Subsistence.

2. Meat and poultry establishments listed in the USDA Meat and Poultry Inspection Directory may serve as sources of meat and poultry items as indicated. These products must bear the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to meat or poultry inspection acts must also be Directory listed for those items.

3. Directory listing is not required for establishments on the Interstate Certified Shellfish Shippers List (ICSSL). Fish, fresh or fresh smoked, modified atmospheric packaged (when distributed in a chill state) must be Packed Under Federal Inspection (PUFI) by the USDC or listed specifically in this Directory. Establishments supplying other fish products must be Directory listed unless listed by the United States Department of Commerce (USDC) in the USDC Approved List of Fish Establishments and Products.

4. Directory listing is not required for shell egg sources listed in the Directory of Grading Offices and Plants Operating Under USDA Poultry and Egg Grading Programs. Establishments listed in the USDA Meat and Poultry Inspection Directory for dried or liquid/frozen egg products may serve as sources for those products, as coded.

5. Establishments having a pasteurized milk compliance rating of 90 percent or higher, certified by a State milk sanitation officer, and listed in the Sanitation Compliance and Enforcement Rating of Interstate Milk Shippers (IMS) List may serve as sources of milk and milk products, as listed. Listing in this Directory is mandatory to

serve as a source of other milk and milk products and/or frozen dessert items. Establishments listed in the Dairy Plants Surveyed and Approved for USDA Grading Service may serve as sources of manufactured or processed dairy products as listed by product code. Those operations denoted with "P" codes (packaging and processing) must be Directory listed when providing ungraded manufactured or processed dairy products.

6. Directory listing is not normally required for semiperishable and nonanimal origin ingredient sources for items such as ready-to-eat bakery products and ice cream.

7. Establishments processing ready-to-eat, chilled, and prepared non-meat salads (such as potato, egg, tuna, chicken, turkey, ham, bean, macaroni, or cole slaw) must be Directory listed.

8. Only pasteurized juices are authorized for purchase by the DOD.

9. Directory listing for natural and artificial cream or fruit filled pie crusts, cakes, and cookies is not required if the finished item will not support pathogenic microbial growth.

10. Establishments producing finished products containing less than 3 percent by weight components of animal origin may be exempted from Directory listing by the command publishing this Directory.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	08-May-2008	N4034507RCSG0041	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-08-D-0003
	X	10B. DATED (SEE ITEM 13) 07-Nov-2007
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
Mutual Agreement

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nysmnk020816813

1. This modification is issued to extend this husbanding contract for Maldives and Bangladesh for a period of 6 months from 09 May through 08 November 2008. This is in accordance to FAR 52.217-8 OPTION TO EXTEND SERVICES.

2. The total estimated value of the contract is increased from US$90, 151.20 by US$90,151.20 to obtain a new total of US$180,302.40.

3. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 11-May-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 09-NOV-2007 TO 08-MAY-2008	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 09-MAY-2008 TO 08-NOV-2008	N/A	N/A FOB: Destination	

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: R5702463070067

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-07-P-0043	06-Nov-2006			

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No Collect Calls)*	8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE N40345

U.S. FLEET AND INDUSTRIAL SUPPLY CENTER
DET SINGAPORE
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SMALL BUSINESS
  - [ ] HUBZONE SMALL BUSINESS
  - [ ] 8(A)

NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS: Nett

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO CODE R57024

USNS GYSGT FRED W. STOCKHAM (T-AK 3017)
OFFICER-IN-CHARGE
R57024
FPO AE 09587-4051

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE LTD
(b)(6), (b)(7)(C)
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)6272-7937

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE N68047

U.S. NAVAL REGIONAL CONTRACTING CENTER
DISBURSING OFFICER
BUILDING 7-4, PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	CONFIRMING ORDER - DO NOT DUPLICATE SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$690.00

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE Emailquote from Ms.Vicky
- [X] OFFER DATED 03-Nov-2006 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	31c. DATE SIGNED
		08-Nov-2006

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*
		DORIS BAY / PURCHASING AGENT TEL: (65)6750-2553 EMAIL: doris.bay.sn@fe.navy.mil

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	CONFIRMING ORDER - DO NOT DUPLICATE **SEE SCHEDULE**				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot	$690.00	$690.00

Miscellaneous Supplies
FFP
1. Chem-lights, 6", packing size: 100 pcs/box (100pcs Red, 100pcs Blue, 400pcs Green)
-- 600 pcs x $1.00 = US$600.00
2. Charcoal, Kingsford Matchlight Charcoal 3.62 kg/bag
-- 10 bags x $9.00 = US$90.00

DELIVERY: USNS Gysgt Fred W. Stockham (mildet) on 7 Nov 06.

U.S. FISC Det Singapore POC: SK2 Promise at tel: 6750-2632, mobile: 8123-4318, email: deon.promise@fe.navy.mil

Note:
- Price inclusive of 5% GST
FOB: Destination
MILSTRIP: R5702463070067
PURCHASE REQUEST NUMBER: R5702463070067

NET AMT	$690.00
ACRN AA	$690.00

CIN: R57024630700670001

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	07-NOV-2006	1	USNS GYSGT FRED W. STOCKHAM (T-AK 3017) OFFICER-IN-CHARGE R57024 FPO AE 09587-4051 FOB: Destination	R57024

ACCOUNTING AND APPROPRIATION DATA

AA: 1771804 70BA 000 00070 0 060957 2D R57024 SN
COST CODE: 0063070066RD
AMOUNT: $690.00
CIN R57024630700670001: $690.00

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	JUL 2006
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2006) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acq.osd.mil/dp/dars/
http://www.arnet.gov/
http://farsite.hill.af.mil/

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2006) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5 (JUN 2006) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

SUP 5252.243-9400 Authorized Changes Only By the Contracting Officer (JAN 1992)

AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the 『Changes』 clause of this contract.
(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Doris Bay
ADDRESS: U.S. FISC Det Singapore, PSA Sembawang Terminal, Deptford Road, Bldg 7-4, Singapore 759657.
TELEPHONE: (65) 6750-2553

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: N4034507RCSG0034

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-07-D-0012	08-Aug-2007		N40345-07-T-0062	25-Jul-2007

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No Collect Calls)*	8. OFFER DUE DATE/LOCAL TIME
	(b)(6), (b)(7)(C)		10:00 AM 06 Aug 2007

9. ISSUED BY CODE N40345

U.S. FLEET AND INDUSTRIAL SUPPLY CENTER
DET SINGAPORE
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SMALL BUSINESS
  - [ ] HUBZONE SMALL BUSINESS
  - [ ] 8(A)

NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [X] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING 12

14. METHOD OF SOLICITATION
- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE LTD
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$91,735.00 EST

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE
- [ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED: 08-Aug-2007

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) Contracting Officer

TEL: (b)(6), (b)(7)(C)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section B - Supplies or Services and Prices

SECTION B1 - OVERVIEW
SECTION B1 - OVERVIEW OF CONTRACT

1. OBJECTIVE

1.1. The objective of this contract is to obtain Husbanding Services for U.S. Navy ships and logistics support services required by U.S. Government organizations and agencies in Mauritius.

1.2. Additionally, the husbanding contractor may be called upon to provide services and supplies in support of exercises and Operations Other Than War (OOTW) within the territorial boundaries and in ports of Mauritius.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) at any berthing or anchoring location in Mauritius.

2.2. The schedule of supplies/services and prices (See Exhibit A.) is sub-divided into lots. Lots may be for individual Ports or they may include several Ports under one (1) lot. For this contract Lot 1 is for Mauritius (Port Louis), Lot 2 is for All Other Ports in Mauritius and Lot 3 is for Operation Other Than War (OOTW) / Contingency Exercise Logistics Support.

2.3. The individual HS items provided under this contract are listed in Exhibit A – Schedule of Supplies and Services. Section B - Schedule of Supplies and Services (referred to as The Schedule) also references this same Exhibit A – Schedule of Supplies and Services. The items are listed as separate Contract Line Item Numbers (CLINs).

2.4. There is also a requirement to assist the ship in obtaining unforeseen additional items relating to husbanding of the ship in port.

2.5. The holder of this contract is a US Navy contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price Requirements contract. The Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services. This clause “DEFINITION OF THE CONTRACTUAL REQUIREMENT” complements the clause herein entitled “REQUIREMENTS (OCT 1995) (FAR 52.216-21).”

4. DURATION OF CONTRACT - This contract is for six (6) months. Also, the contract will include FAR 52.217-8 OPTION TO EXTEND SERVICES clause. The total possible contract duration is twelve (12) months if the six (6) month extension of services is exercised under FAR 52.217-8.

5. CONTRACT USERS

5.1. Mandatory Users – The following types of U.S. Government vessels are mandated to use this husbanding services contract. Ships classification and decriptions are listed in Attachment 1.

- U.S. Navy ships
- Military Sealift Command (MSC), Government-Owned Government Operated (GOGO) vessels
- U.S. Coast Guard vessels

5.2. Optional Users - The following types of U.S. ships are not required to use this contract but may use it if desired. The Contractor is obligated to provide the service or supply at the same rates listed in The Schedule:

- Military Sealift Command Ships (MSC) Government-Owned Contractor-Operated (GOCO) and Contractor-Owned Contractor-Operated (COCO) ships
- U.S. Army Ships
- Department of Defense (DoD) Chartered Ship: These ships usually have their own appointed agent. However, users of this contract are obligated to order the required services listed in the Schedule of Supplies and Services including any Force Protection. Services ordered are "all or none".

5.3. Exceptions: The Government has the choice to use or not use this contract under the following types of situations:

- During U.S. Military Exercises or Operations.
- When Host Nation provided support is available.
- When U.S. Government owned supplies or services are available.
- When ship repair work is being done in conjunction with the Port Visit.
- Ships operating outside the Command and control of the 7th Fleet, or other U.S. Navy Fleets.
- Whenever a fixed price product or service listed in this contract is available at a lower price under a port tariff.

6. MULTIPLE SHIP VISITS - The contractor is required to be able to simultaneously Husband a maximum of 3 ships at one time.

7. ESTIMATED QUANTITIES - The number of ship visits and required services or supplies are only estimates. There is no guarantee that the government will meet or exceed the estimates. The ship is not obligated to use all items in The Schedule.

8. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities, or finally provide it themselves to include subcontractors. The Schedule lists what items are available through HN and Port Authorities.

9. MARK V HIGH-SPEED-INTERCEPTOR-CRAFT (HSIC) - Mark V (HSIC) Special Operations Craft may be in port or in the direct vicinity for up to 90 days conducting operations. The Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and Management fees will be based on the total fee for the pair of boats. Attachment 1 – Classification of Ships, provides details.

10. LONG TERM SHIP VISITS

10.1. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit. During the period of reduction, the Contractor is relieved of all husbanding requirements specified by the Contracting Officer, Ordering Officer and / or AGR as unnecessary; and shall continue to provide only those services specifically authorized by the Contracting / Ordering Officer via verbal and /or written modification of the delivery order (CHT, trash removal, potable water etc).

10.2. Unique/Particular Situations:

10.2.1. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within 3 days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship

departs Friday and comes back before Tuesday, it will be charged subsequent day fees. If the ship comes back on Tuesday, it will be charged the first day rate).

10.2.2. If a ship comes into port and does not notify the Contractor or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days, subject to the conditions in paragraph 10.2.1. above.

10.3. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong, China SAR and Singapore.

11. SHIPYARDS - U.S. Navy Ships in shipyards may order off this contract without incurring Management Fees.

12. OTHER PERSONNEL - Other U.S. personnel conducting business at locations covered by this contract may order off the contract without incurring Management Fees. These orders do not involve continuous management of husbanding services and maybe for items such as vehicles, phones or other services.

13. ORDERING

13.1. Ordering Items on Contract: Only Authorized Government Representatives (AGR) can place orders against this contract. AGRs for this contract are:

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any FISC Detachment Singapore warranted KO or their authorized representative.

13.2. Short Notice Orders: Occasionally, there may be short notice orders of less than 48 hours, which the Contractor should support if possible. If the Contractor cannot support these requirements, then the AGR may solicit them from other companies.

13.3. Substitutions: Substitution of ordered CLIN shall not be allowed unless authorized and accepted in writing by the AGR and requiring activity. If accepted by the AGR or requiring vessel, substituted CLINs shall only be charged at the rate of the originally ordered CLIN. An example would be if a 20 pax bus was ordered, but was not available and substituted with two 10 pax vans. The Contractor will only be able to charge for one 20 pax bus, not two 10 pax vans. If the requiring activity and AGR agree to rates of the substituted CLINs, then it is not considered to be substitution but a change to the requirement.

13.4. Cancellation of Orders:

13.4.1. Unless otherwise provided herein, in the event an order is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled “Termination for the Government’s Convenience (FAR 52.212-4)”, of the clause entitled “CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS” as negotiated. Any disagreements shall be subject to the Disputes clause in the contract.

13.4.2. In rare cases, when ordering of items requires long lead times, the Government may negotiate cost reimbursement under the Termination for the Government’s Convenience clause as stated above.

13.4.3. In all cases, the Contractor is responsible for taking all necessary steps to mitigate any damages or termination costs on behalf of the U.S. Government.

14. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English. All electronic communication between visiting vessels and contractor shall be copied to FISC Detachment Singapore Contracting Officer and Logistic Support Representative. This is to ensure oversight and assistance to either party as required.

15. STANDARDS FOR PROFESSIONAL SERVICES

15.1. The Contractor shall bring to the Navy the highest level of commitment to customer satisfaction including the timely delivery of goods and services at fair and reasonable prices to ships making port visits; continuous oversight of costs and performance throughout the areas covered by this contract; and, meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. To this end, the Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning cost and performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Services Officers and the U.S. Government.

15.2. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

15.3. The Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

15.4. The Contractor is responsible for ensuring that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

15.5. The Contractor will ensure that subcontractors comply with these requirements.

16. HEIGHTENED VIGILANCE

16.1. The Contractor has an obligation to be alert at all times in order to contribute to the protection of the ship and its crew. The Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The Contractor also has an obligation to report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

16.2. The Contractor will fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the Contractor will identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The Contractor will arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

17. EQUIPMENT - All vehicles, watercraft, and equipment provided must be in sound mechanical condition, be in compliance with local laws and specifications, meet all local safety standards, and have all required current certifications and insurance.

18. GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM) – In the event that the contractor is required to use government equipment, the Contractor shall be responsible for all loss or damage to,

or the destruction of, Government property in its possession. The Contractor shall not be responsible for damage due solely to normal wear and tear.

19. CONTRACT PRICING

19.1. Contract Currency - All contract prices are in U.S. Dollars (US$).

19.2. Fixed Price - Prices are firm-fixed-price per unit and are inclusive of ALL costs.

19.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor perform during normal working hours, overtime for work performed outside normal working hours, weekend hours, holidays, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit. The Contractor shall only charge for actual usage while the vessel is in port.

19.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

19.2.3. Pre-Positioning / Pre-Staging - All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

19.2.4. Repositioning equipment. All repositioning of equipment when required shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

19.2.5. All local Government taxes are included in the unit cost.

19.3. Port Tariff (PT) or other controlled prices - (See Exhibit B - Port Tariffs). Items listed as PT where a port or local government type organization controls the price will be paid at the current published rates. For example, if a port provides the Tug boat then the Contractor can only charge the U.S. Government what was charged for the Tug by the port.

19.4. Time Calculations - Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged.

19.5. Demurrage - Demurrage charges shall only be charged if the Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but was not attended to until 1500 hrs when pumping begins. The contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs). Demurrage charges will be charged as stated in the schedule of supplies and services. This only applies to CLINS that have demurrage charges as sub-CLINs.

20. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

DY	Day
EA	Each
GL	Gallon (3.785 Liters)
HR	Hour
JB	Job

LO	Lot
NSP	Not Separately Priced
PT	Port Tariff
TP	Trip

21. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any supply or service.

- CAMELS: See Fenders.

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the year of the contract. The base year is zero (0), the first Option Year is one (1), and the second Option Year is two (2). (For example a base year would be 0XXX, and the first Option Year is 1XXX, and the second Option Year is 2XXX.) The second digit indicates the Lot number. (For example Lot 1 would be X1XX, Lot II would be X2XX) If there are no Lots in the contract then the second digit will be zero. (For example X0XX) The third and fourth digits are the service or supply item number. (For example XX01 is the first item, XX02 is the second item, and so forth.) If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX12 for Force Protection could be divided into XX12AA for Beach Guard Office and XX12AB Dive and Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: A calendar day.

- Delivery Order (D.O.): A delivery order is an order for supplies placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge. Commercial or commonly used self-fendering devices normally consist of car and/or truck tires. These may not be sufficient for U.S. Navy purposes. The Contractor is to inform visiting vessel/s of this fact so that additional Yokohama type pneumatic fenders may be ordered when and if required.

- FORCE PROTECTION (FP). Security measures to protect a ship and their crew from dangerous situations such as terrorist actions. FP includes taking as many steps as possible to deter an attack. The HS contractor is responsible for contract FP items.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL (GFE/GFM): Items fully transferred to the Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Host Nation Government tax is a levy on goods and services made in the local country. The tax rate will vary from with the location. The U.S. Government is usually exempt from host nation Government Taxes.

- HOST NATION (HN): The country, which is being visited by the U.S. ship.

- HUSBAND: To provide all supplies and services requested by a ship during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other contractors work with the ship, assisting with Non-Contract item requests, and generally taking care of all the needs of the ship and personnel on board. It should utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION (MOB & DEMOB):

    - Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

    - Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPARATELY PRICED (NSP): Item that is not separately priced. Example, the cost of CLIN XX35, CRAFT is NSP. The cost of the CRAFT should be factored into the Management Fee.

- POINT OF CONTACT (POC): A designated individual who is responsible for an item and is a single interface. The individual must be knowledgeable of the item and be able to answer questions and make decisions or obtain a decision when required.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples are pilot services, tugs, picket boats, security guards, and potable water. The Contractor has no control over the price and the ship will pay the prevailing rate at the time of service.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- RESERVED: An item not used or not available at time of award of this contract. A “Reserved” item may be “UNRESERVED” at a later time during the duration of the contract when the “Reserved” item becomes commercially available and is required by the Government. Prices shall be competitively negotiated before it is included as a Contract Line Item (CLIN).

- SUPPO: A ship’s Supply Officer. The SUPPO may hold a limited contracting warrant and is authorized to sign contracts and place orders.

22. CONTRACTOR REPRESENTATIVE – The Government shall contact the following Contractor person(s) for prompt contract management:

Name of Individual: _____

Title of Individual: _____

Mailing Address: _____

_____

_____

Tel No: _____

Fax No: _____

Mobile: _____

E-mail address: _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001		1	Lot	$91,735.00	$91,735.00 EST

Husbanding Services - Mauritius
FFP
See Exhibit A for a complete listing of all CLINS and SUBCLINS for this CLIN.
The period of performance of this contract shall be for six months with an option to extend the period of performance of services up to a maximum of six months.

All prices shall be quoted in US Dollars only and is FOB Destination.

This solicitation is issued using the Simplified Acquisition Procedures (SAP) Test Prgram as authorized by FAR Part 13.5.
FOB: Destination
PURCHASE REQUEST NUMBER: N4034507RCSG0034

ESTIMATED NET AMT $91,735.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
9000					

Exhibit A - ELIN's
FFP
FOB: Destination
PURCHASE REQUEST NUMBER: N4034507RCSG0034

ESTIMATED NET AMT	$0.00

Section C - Descriptions and Specifications

SECTION C - STATEMENT OF WORK
SECTION C – PERFORMANCE BASED STATEMENT OF WORK (PBSW)

A. GENERAL

1. SCOPE:

1.1. This Section identifies the contractor's areas of areas of responsibility and identifies the Government's
program objectives. The Government's program objectives pertain to husbanding services to be performed by the contractor for U.S. Navy Ships and logistics support services and supplies in support of special operation, such as exercises and Operations Other Than War (OOTW) required by the U.S. Government organizations and agencies in the specify country. The Contractor shall perform the following tasks when ordered by an AGR.

1.2. The Contractor shall provide and monitor the provision of the supplies and services to assure their timely delivery in conformance with the PBSW. The Contractor shall assure that supplies and services arranged are in accordance with the Supply Officer (SUPPO) requirements and shall resolve any problems in meeting the requirements.

1.3. The Management services also include costs for arranging supplies and services described herein, costs associated with attendance at meetings and pre-deployment briefings. Any other compensation in the form of rebates and/or discounts shall be passed on to the U.S. Government.

1.4. The pricing for all services requiring the use of transportation type conveyances (i.e. trucks, barges for
CLINs for trash removal, CHT removal, potable water, landing barges, oily waste removal, etc) shall include the use of the equipment as required to complete the service in the statement of work (PBSW) without any additional charges for detention or demurrage.

2. QUALITY:

2.1. The contract will not specify how the Contractor is to perform, but measurable performance standards
are established in paragraph 2.2. below to monitor each ship's visit.

2.2. The performance standards are:

- timely submission of Cost Reporting Analysis and Forecasting Tool (CRAFT) estimates within two (2) working days after receipt of the Logistic Requirements (LOGREQ) but no later than 24 hours prior to the ship's arrival,
- timely submission of Cost Reporting Analysis and Forecasting Tool (CRAFT) actual (final) cost report within seven (7) calendar days from the completion of the ship's visit,
- accuracy of the actual (final) CRAFT report compared to the ship's port visit cost report,
- ship's satisfaction of the contractor's services during the port visits as identified in the ship's port visit cost report,

B. HUSBANDING SERVICES

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 1 – Classifications of Navy Ships)

1.1 PRE-ARRIVAL HUSBANDING DUTIES.

1.1.1. The Contractor shall communicate with the ship to coordinate requirements.

1.1.2. U.S. Navy ships have been directed to provide, via e-mail, a copy of the unclassified LOGREQ message directly to the husbanding Contractor as described under Section I – Contract Clauses, Ordering (FAR 52.216-18). This LOGREQ will contain the majority of supplies and services required by the ship, and will represent the order upon which the Contractor shall begin performance.

1.1.2.1. A ship, an activity authorized to pass a LOGREQ on behalf of the ship (i.e. Port Service Office or Defense Attaché Officer (DAO), or an authorized ordering activity may notify the Contractor of a forthcoming visit requiring husbanding services. Upon notification of a visit, the Contractor shall make such preliminary arrangements as necessary with port authorities, other Government Contractors, and other commercial firms to provide supplies and services requested by the ship.

1.1.2.2. Ships will not provide force protection requirements in unclassified LOGREQ messages. The force protection requirements are specified in a classified LOGREQ issued by the ship to Government activities. The activity to which this message is addressed will contact the Contractor and pass the ship's force protection requirements for action. The Contractor shall confirm with the ship that these force protection requirements received have been actually ordered by the ship prior to beginning performance. The ship's Force SUPPO, Supply Officer (SUPPO) or Commanding Officer may also request additional force protection requirements not covered by the classified LOGREQ by email, telephone, or personally upon ship's arrival. The Contractor shall coordinate with the SUPPO before providing any additional force protection. If any other activity or individual orders force protection services (i.e. NCIS, etc) not covered in the ship's classified LOGREQ, the Contractor is required to immediately inform the ship and receive confirmation prior to beginning of these services.

1.1.3. The Contractor shall provide requested services and supplies.

1.1.4. The Contractor shall furnish to each ship and FISC Detachment Singapore Contracting Officer a CRAFT cost estimate in response to the receipt of a ship's LOGREQ message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship's arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs.

1.1.5. These pre-arrival CRAFT estimates shall be provided for all U.S. Navy, Military Sea-lift Command (MSC), US Coast Guard, and any other U.S. Government ship visiting the port.

1.1.6. The LOGREQ cost estimate does not replace the Husbanding Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché' at the U. S. Defense Attaché Office.

1.1.7. The Contractor shall prepare and stage all required supplies and equipment prior to theship's arrival. Staging may be as required by each location.

1.1.8. The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements. For example, the HS Contractor would coordinate Provisioning contractor's delivery dates, times, forklifts, cranes, stevedores, inspections, or any other item needed for them to perform their work at the berth.

1.1.9. The Contractor shall assist the ship's Advance Party to include planning and coordination meetings. When the Contractor hosts an advance party, the Contractor is entitled to bill at the "Subsequent Days daily rate" for husbanding services for each day of support provided "in person" to the advance party.

1.2. POST-ARRIVAL HUSBANDING DUTIES

1.2.1. The Contractor shall Husband the ship when at the berthing location.

1.2.2. The Contractor shall install all equipment upon ship arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival. Upon initial boarding the Contractor shall provide all emergency telephone numbers, i.e. Police, Hospital, Firefighters, etc. In addition, the Contractor shall provide a copy of Overview, The Schedule, Port Tariffs and PBSW to the SUPPO.

1.2.4. The Contractor shall brief the designated ship representative about Contractor provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. Also, the Contractor will provide their POC information with 24 hour contact phone numbers.

1.2.5. The Contractor shall visit the ship at least once per day and shall be available on call at all times (24 hours per day, seven days per week) to assist the ship with requirements and to resolve problems. The Contractor shall work with the Government through FISC Detachment Singapore to identify and solve problems and exploit opportunities for cost savings and quality improvement.

1.2.6. Money Exchange Services:

1.2.6.1. The Contractor shall determine an Official Exchange Rate based on local bank, newspaper, or other official published exchange rates for U.S. dollars for that day. This Official Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.6.2. Moneychangers: The Contractor shall arrange for authorized moneychangers for ship personnel.

1.2.7. Laundry Services: The Contractor shall arrange for laundry and dry cleaning services for the ship.

1.2.8. Interpreter Services: All contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port.

1.2.9. Mail Delivery Services: The Contractor shall provide mail pick-up and delivery service

for the ship. The ship shall provide military members to escort the mail.

1.2.10. Moral Welfare and Recreation (MWR) Services:

1.2.10.1. The Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) contractor servicing the ship.

1.2.10.2. If an ITT contract has been awarded which covers this Port location then the HS Contractor shall refer all MWR requests to the authorized ITT contractor.

1.2.11. Passing Requirements For Contractors Under Other Government Contracts:

1.2.11.1. The Contractor shall coordinate and pass orders, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts (i.e. Prime Vendor or Defense Energy Supply Center (DESC)) for various supplies and services required. This husbanding service includes all necessary actions to facilitate the acceptance of supplies or services rendered under Government contracts. Any disputes or discrepancies arising from the order will be resolved directly between the SUPPO and the other Contractor(s).

1.2.11.2. The Government will not pay the Contractor for any personal requests from individual crewmembers, whether military or civilian.

1.2.12. Customs and Immigration: The Contractor shall assist ship personnel with immigration and customs requirements into their country. Any excess costs associated with customs and immigration processing shall be submitted to the SUPPO for compensation. Any disputed costs shall be resolved by the Contracting Officer.

1.2.13. Medical Emergencies: If requested, the Contractor may be required to make arrangements for emergency medical treatment of ship's crewmembers while the ship is in port. In cases where a member is airlifted into a port by the ship, the Contractor, in coordination with the U.S. Consulate/Embassy, will arrange for proper medical care until the member can be returned to the ship, or evacuated to the United States. If there are costs associated in arranging these services, the Contractor shall obtain approval from the SUPPO/Contracting Officer prior to providing the support.

1.2.14. The Contractor shall facilitate the ship's timely departure.

1.2.14.1. The Contractor shall provide a timely cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.14.2. The Contractor shall obtain a written receipt from an authorized ship personnel accepting all services or supplies provided.

1.2.14.3. The Contractor shall remove all provided equipment.

1.3. ARRANGING SUPPLIES AND SERVICES & PROVIDING GENERAL ASSISTANCE

1.3.1. The ship(s) will submit LOGREQ's that include requests for a variety of services and supplies. The Contractor shall verify if any of the requested and supplies can be provided free of charge by the host nation. If these services and supplies are not available free of charge from the host nation they must be

provided under this contract. If these services and supplies are not priced in the contract, or if these services and supplies are available under other U.S. Government contracts, the following applies:

1.3.2. SUPPLIES AND SERVICES NOT PRICED IN THE CONTRACT: When requirements exist for items not priced in the Schedule of Supplies and Services, the Contractor shall assist the SUPPO of the vessel in obtaining information from, and delivering information to, reliable sources for these items by identifying responsible sources, performing market surveys, providing pricing information from at least three (3) sources for amounts greater than $3,000, and delivering Government orders. In obtaining or delivering this information, the Contractor shall inform the potential sources that it is solely obtaining and delivery information for the U.S. Navy, and is not entering into any contractual commitment. The information obtained shall be submitted to the ship's SUPPO who shall issue appropriate contractual documents and courtesy copy to FISC Detachment Singapore Contracting Officer no later than 7 (seven) days after the ship's departure from the visited port. The Contractor shall deliver to the vendor the SUPPO or FISC Detachment Singapore Contracting Officer's order to purchase the supplies or services. This order shall be in writing (facsimile and electronic transmission included) and signed by the SUPPO or Contracting Officer specifying the price, item(s), quantity, and delivery requirements of the order. The Contractor shall coordinate receipt of the items by the ship. For competition purposes, if three (3) sources are not available in the same port, the Contractor shall document and inform the SUPPO and FISC Detachment Singapore Contracting Officer. The Contractor is not required to arrange unofficial requirements or personal requests from individual crewmembers. In certain cases (i.e. Fuel, FF&V, Bread and Eggs) the Contractor shall use the PBSWs furnished herein when arranging supplies and services.

1.3.3. In the event the above process cannot be followed by the SUPPO, the Contractor is still responsible for promoting competition to the maximum extent practicable to obtain supplies and services from the sources whose offer is the most advantageous to the Government. The Contractor's responsibility to promote competition as indicated in this paragraph will be evaluated based on the criteria established in Section B1, paragraph 15: Standard for Professional Services.

1.3.4. No later than 60 days after contract award, the contractor is required to submit written policy and procedures on Arranging Supplies and Services (to include purchasing procedures). The Contracting Officer will review the plan for acceptability, and may require revisions to the policy. When the Contracting Officer deems the written policy and procedures acceptable to the Government, the Contracting Officer will approve the plan.

1.4. FRESH FRUITS AND VEGETABLES (FF&V), BREAD, EGGS, AND OTHER SUBSISTENCE ITEMS

1.4.1. When requested by the ship, the Husbanding Contractor shall assist in arranging for the timely provision of FFV, Bread and Eggs and other subsistence items. FF&V shall be of good quality and meet the following specific standards:

- Shall not be grown (cultivated) using nightsoil;
- Shall be free of pest and insect infestation; and
- Shall be fresh yet not overripe.

The Husbanding Services Contractor shall assure that the provider of items arranged under this line item furnish to the SUPPO invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars (Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Any delivery charges shall already been part of the price and should not be shown separately.

1.4.2. In all cases where the total cost of FF&V and subsistence items received by a ship exceeds $10,000.00 for a port visit, the Contractor, in addition to the CRAFT reports, shall submit a report via e-mail to FISC Detachment Singapore within ten (10) days after the visit. The report shall provide a breakdown of the

FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the Contractor shall provide copies of all quotes obtained. If three (3) sources are not available in the same port, limiting competition the Contractor shall document and inform SUPPO and FISC Detachment Singapore Contracting Officer.

1.4.3. The Husbanding Contractor is responsible for ensuring that the sources recommended to the ship's SUPPO for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Detachment, Europe. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection is provided as Attachment 8 –Request for Sanitary Inspection. The U.S. Army Veterinary Command requires 90 days advance notice to arrange for inspection of new facilities.

1.4.4. The Contractors shall retain documentation of inspection of sources recommended or selected as suppliers of subsistence items. Under no circumstances should the Contractor recommend or offer for acceptance subsistence items from non-approved sources.

1.4.5. The Contractor shall comply with the Quality Assurance Provisions as per Attachment 9 – Quality Assuarance Provisions (including Aooendices A & B).

1.5. PRE-SAILING VISIT:

1.5.1. The Contractor shall board the ship one day prior to its sailing date to present invoices for services and items provided under this contract (including non-contract items and port tariffs) that is in proper form and can be certified for receipt and finalized for payment. The Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor's best estimate and adjustment will be made later.

1.5.2. Payment will be made by the ship prior to departure from the port. If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Officer, U.S. Naval Region Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury check. The Contractor must accept the U.S. Government commercial purchase card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPC is the MasterCard. If a ship uses a U.S. Government credit card, the ship shall reimburse the Contractor any surcharge imposed by the financial institution processing the credit card transaction. The applicable credit card surcharge cannot exceed three (3) percent. Upon award of contract, the Contractor shall provide evidence furnished by the Financial Institution of the credit card surcharge.

1.5.3. Copies of all invoices presented to the ship shall be provided to FISC Detachment Singapore Contracting Officer within seven (7) working days from the departure of the visiting vessel.

1.5.4. The Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for this information shall be the Command Duty Officer (CDO), SUPPO, or his designated representative.

2. (RESERVED) Not to be used.

3. (RESERVED) BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The Contractor shall provide a breasting barge alongside the ship. The barge shall have a flat non-slip surface to serve as a loading/unloading platform for passengers entering or leaving water taxis at the stern or side of the vessel. The barge shall have suitable self-fendering to prevent damage to the

ship/water taxis and have a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The Contractor shall place fenders between the breasting barge and the ship if requested by the SUPPO.

3.3. The Contractor shall provide a barge to use as a fender or as part of a fendering system between the ship and the pier or between other ships.

4. BROW (CLIN XX04)- Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The Contractor shall provide the brows specified in the schedule as ordered by the ship. The Contractor shall provide a suitable platform to accommodate ship mooring.

5. (RESERVED) CAMELS (CLIN XX05) - The Contractor shall provide camels as fenders for the ship to ensure that contractor operations do not cause damage to the ship. The camels shall be flat surface platforms to be placed alongside the pier and sufficiently capable of breasting the ship away from the pier or from other ships.

6. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX06)

6.1. The Contractor is responsible for the entire cycle necessary to collect, remove, and dispose the Collection Holding Transfer (CHT) bacteriological/chemical liquids from ships covered by this contract. The Contractor shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses and connections compatible with the ships being serviced. The Contractor shall be responsible for the supervision of the collection, transportation and disposal services to avoid any overflow of waste on the barge and at the pier. Services shall commence within one (1) hour upon ship's arrival and up to one (1) hour before the ship's departure whether, at anchorage or pierside.

6.2. The CHT services shall be a dedicated service. The term "dedicated service" means a service provided exclusively to the United States Government. In those limited number of cases where this is not possible, the contractor shall provide a system to measure the volume of sewage deposited in the barge by the Government's ship or otherwise ensure that the ship is charged only for its "pro rata" share of CHT. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

6.3. For vessels that go pierside, where disposals through the use of pipeline is available, the Contractor shall be required to provide hoses, connections, hose connection and disconnection, and monitoring of the CHT removal.

6.4. The Contractor shall provide CHT hoses of sufficient length from contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6.5. The Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements.

6.6. The Contractor shall properly dispose of all sewage in accordance with Section B1, paragraph 15., Standards for Professional Services. The Contractor shall comply with all the environmental regulations by the country.

6.7. The Contractor shall submit, as an attachment to the invoices, a document (certified by the ship's personnel) that indicates the quantity collected and the name of the disposal plant where the CHT will be disposed. The ship's personnel shall verify all removal figures at time of CHT collection and the ship duty engineer shall certify the accuracy of the Contractor's report in writing. The Contractor is also responsible to keep all disposal certificates and shall make them available to FISC Detachment Singapore Contracting Officer upon request. If the ship concurs with the volume, the ship shall pay for the entire

amount. If the ship contests the volume, the ship will pay for the amount it actually believes was pumped. The Contractor shall submit a request to FISC Detachment Singapore Contracting Officer for the difference, accompanied by disposal certificates. FISC Detachment Singapore Contracting Officer shall investigate and arrange for payment of any additional amounts that are determined to be due.

7. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX07)

7.1. Landlines: Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Charges shall be inclusive of all costs including connection fee, installation and removal of landlines. Usage charge will be the actual charges computed in accordance with the local or national tariff.

7.2. Cellular Telephone Services: Daily charges shall be inclusive of delivery, activation, long distance accounts, provision of 110V to 220V transformers, adapters and extra batteries. Telephone invoices received after the departure of the vessel shall be processed in accordance with Section G – Contract Administration Data, INVOICES AND PAYMENTS.

8. CRANE (CLIN XX08) - The Contractor shall provide cranes with operators, required assistant personnel, and support equipment such as slings, lifting bars, and nets. The Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations.

9. DOCKAGE AND WHARFAGE (CLIN XX09) - The Contractor shall provide pier and wharf usage.

10. FENDERS (CLIN XX10) - The Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

11. FLEET LANDING (CLIN XX11) - The Contractor shall provide a Fleet Landing site. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct Force Protection (FP) operations.

12. FORCE PROTECTION (CLIN XX12)

12.1 General: (CLINs XX01 & XX02) The Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The contractor must develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchor. The contractor must coordinate all aspects of FP planning with Port Authorities, HN agencies, and U.S. Embassy security staff. If the HN is supplying FP assets the contractor must verify they are available and are scheduled to show up on time. The Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

12.1.1. Access Points: The Contractor shall establish a single entry and exit point to the pier area.

12.1.2. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

12.1.2.1. Background Checks. The Contractor shall run security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees who fail this background investigation.

12.1.2.2. The Contractor shall issue photo identification badges to their personnel and

ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

12.1.2.3. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

12.1.3. Access Lists: The contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

12.1.3.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

12.1.3.2. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

12.1.3.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

12.1.4. Inspections. The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

12.1.5. Stand-Off Distances:

12.1.5.1. Objects: The Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.1.5.2. Unloading Zones: The Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship or to the maximum extent practicable.

12.1.6 Warning Signs: The Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

12.1.6.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. A clear warning must be given that the use of deadly force may be authorized by the local security guards or police force.

12.1.6.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area & Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)

- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

12.2. Non-Contract FP Measures: The contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC DET Singapore KO. The Contractor must explain what the FP service will entail and why it is being required. The KO will coordinate this requirement with appropriate FP personnel at FISC DET Singapore and COMLOGWESTPAC. Once a decision is made then the contractor will be either authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

12.3. Beach Guard Office or Tent (CLIN XX12AA)

12.3.1. The Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ships personnel while performing security checks on personnel, baggage, and vehicles.

12.3.2. The office or tent will be large enough to accommodate a minimum of 5 people. Tents will have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions. The office or tent shall be well lighted and identified for its intended use. The contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 lb, CO_2 fire extinguisher will be provided and kept fully charged.

12.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

12.4. Dive and Vetting Operations (CLIN XX12AB)

12.4.1. The Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

12.4.2. The pier will be vetted prior to the ships arrival.

12.4.3. The Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

12.4.5. The Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

12.5. Floating Line of Demarcation (FLD) (CLIN XX12AC, XX12AD and XX12AE)

12.5.1. General:

12.5.1.1. The Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance

around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. Rather it is to help identify a safe standoff zone.

12.5.1.2. The size of the FLD will depend on the class of ship. Pierside, the FLD should be positioned 400 feet (125 meters) fore and aft of the ship and 400 feet (125 meters) out into the water from the ship. If sufficient space is not available then the FLD will be positioned as far as possible from the ship. At anchorage, the FLD will be positioned 400 feet (125 meters) outside the swing radius of the ship.

12.5.2. Continuous Line Floating Line of Demarcation (CLIN XX12AC) - The Contractor shall provide a Continuous Line FLD in accordance with Attachment 2 – Floating Line of Demarcation Specifications.

12.5.3. Buoy System Floating Line of Demaracation (CLIN XX12AD and XX12AE) - The Contractor shall provide a Buoy System in accordance with Attachment 2 – Floating Line of Demarcation Specifications.

12.6. (RESERVED) Perimeter Fencing (CLIN XX12AF)

12.6.1. The contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the Contractor will provide portable chain link fencing with vehicle and walk up entrances.

12.6.2. The perimeter fence provided by the Contractor must meet the following specifications:

Material:	Chain link of aluminum or other durable metallic material
Height:	Minimum height of 2.5 meters (7 feet)
Base:	Temporarily set in pier or with sufficient concrete base to keep from being easily moved
Entry Point:	Entry available for vehicles and personnel.

12.7. Physical Security Barriers (CLIN XX12AG THRU XX12AJ)

12.7.1. The contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

12.7.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used. As well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

12.7.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zig zag patterns to control the speed of access.

12.7.4. A personnel entry point must be established through the barriers.

12.7.5. Barriers may also be used to seal off secondary Port gates.

12.7.6. All barriers must be placed prior to a ships arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

12.8. Picket Boats (CLIN XX12AK)

12.8.1. The Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

12.8.2. The Contractor shall comply with Attachment 3 – Picket Boat Operations & Specifications.

12.9. (RESERVED) Portable Latrine (CLIN XX12AL)

12.9.1. The Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

12.9.2 The Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

12.9.3. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

12.9.4. The Contractor shall clean latrines twice daily.

12.10. (RESERVED) Portable Lighting (CLIN XX12AM)

12.10.1 The Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Ports installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship.

12.10.2. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

12.11. Security Guards on Picket Boats (CLIN XX12AN)

12.11.1. The Contractor shall provide security guards to patrol in picket boats.

12.11.2. The Contractor shall comply with Attachment 4 – Security Guard Operations.

12.12. Security Guards Pierside (CLIN XX12AP)

12.12.1. The Contractor shall provide security guards Pierside to ensure only authorized personnel, vehicles, and material are allowed into restricted areas.

12.12.2. The Contractor shall comply with Attachment 4 - Security Guard Operations.

12.13. Two Way Radios (CLIN XX12AQ) The Contractor shall provide two way radio sets capable of communicating with the ship to designated individuals.

12.14. (RESERVED) Hand Held Explosive Detector (CLIN XX12AR) – The Contractor shall provide hand held explosive detector capable of detecting explosives.

12.15. Hand Held Wand Metal Detector (CLIN XX12AS) – The Contractor shall provide hand held wand metal detector capable of detecting metal.

12.16. (RESERVED) Walk Thru Metal Detector (CLIN XX12AT) – The Contractor shall provide commercially available walk-thru metal detector equipment comparable to airport security systems type.

12.17. (RESERVED) X-Ray Machine Airport Type with Operators (CLIN XX12AU) The Contractor shall provide commercially available X-Ray machine comparable to airport security systems type. Equipment shall be manned by professionally trained operators to operate the equipment 24 hours a day.

12.18. (RESERVED) Under Carriage Vehicle Scanner (CLIN XX12AV) – The Contractor shall provide under carriage vehicle scanner to scan vehicle undercarriages.

13. FORKLIFT (CLIN XX13) - The Contractor shall provide forklifts with operators for loading and unloading operations. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations.

14. (RESERVED) FUEL (CLIN XX14)

14.1. Ships or other ordering activities may order fuel with the assistance of the Contractor. The Contractor shall advise visiting ships the availability of bunkers, or existing fuel contracts issued by Defense Energy Support Center (DESC) or Navy Petroleum Office (NPO). If requested by the SUPPO, the Contractor shall pass fuel orders to the appropriate fuel supplier, and will coordinate delivery. Disagreements between any DESC Contractor and the Contractor shall be forwarded to the DESC Contracting Officer through FISC Detachment Singapore. The DESC Overseas Ships' Bunkers Contract latest Bulletin may be accessed at http://www.desc.dla.mil. Contractors who buy bunkers or fuel through other than government sources when available without express authority in writing from the ordering officer or contracting officer do so at their own risk. If authorized, government shall not reimburse the contractor for more than what the government cost through approved DESC contracts would have been.

14.2. In the event that no U.S. Government or foreign Government owned bunker is available, or no DESC or NPO available contracts meets a ship's fuel requirement, or as directed in writing by the Contracting Officer, the Contractor shall assist the ship or the ordering official in arranging the procurement of fuel. This fuel shall be provided in accordance with Attachment 5 – Fuel Specifications. The Contractor shall provide a fuel barge or truck to transport fuel to the ship if required. The Contractor shall be liable for any costs should the fuel provider fail to employ properly oil spill booms as required by local authorities or fails to comply with any local laws or regulations relating to the provision of fuel. Fuel caught in oil booms will be properly disposed. The invoice shall indicate the unit and total price for the fuel and the price for the delivery of fuel to the ship.

14.3. The Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

14.4. The Contractor shall load the ordered fuel and transport to the ship "free on board" (f.o.b.) whether at pierside or at anchorage. The Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

14.5. In recognition of the fact that fuel is sold by weight (metric tons) and by volume (gallons or liters), the Contractor shall ensure all United States ships are provided with a fuel invoice and the appropriate customs certification demonstrating the quantity of fuel provided in metric tons and in gallons or liters.

14.6. Excess Fuel Procedures. If the ship does not offload all of the fuel ordered, the contractor shall store the excess fuel and diligently attempt to sell it as soon as practicable. The Contractor shall receive a storage fee for up to three (3) days. The Contractor will receive a fuel disposal fee in accordance with the rate it proposed.

15. GARBAGE/TRASH REMOVAL & DISPOSAL (CLIN XX15)

15.1. The Contractor shall remove and dispose of "refuse" from the ship and areas surrounding trash bins, as well as any spilled refuse.

15.2. The Contractor shall provide a trash barge (with tug service if barge is not self-propelled) 24 hours a day with fendering to prevent damage to the ship and at least four (4) mooring lines to secure alongside the ship at anchorage. The barge's crew shall be entirely responsible for the tending of lines and for barge's security.

15.3. The Contractor is responsible to follow all environmental regulations.

15.4. In instances of bad weather, the Contractor shall remove barges within one hour of being directed to do so by the ship. Should a vessel with a trash barge alongside experience an emergency where the ship must depart, the SUPPO will advise the Contractor at least four (4) hours in advance for the barge pick-up at no additional cost to the Government.

16. LINESBOATS (CLIN XX16) - The Contractor shall provide Linesboats to assist in docking line handling operations.

17. LINE HANDLERS (CLIN XX17) - The Contractor shall provide line handlers with all required safety equipment to secure and unsecure mooring lines from the ship to the pier.

18. MANLIFT (CLIN XX18)

18.1. The Contractor shall provide a manlift with operator and full fuel tank.

18.2. The contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 each morning.

18.3. The Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The Contractor shall maintain documentation of ship personnel acknowledgement of the training.

19. MATERIAL HANDLING (CLIN XX19)

19.1. The Contractor shall provide material handling services for the ship. They will receive material shipped to them to include clearing customs, store the items, report the status of the items, deliver to the ship, and forward the items if unable to deliver. The Contractor is responsible for retaining proof of delivery documentation for a period of six (6) months for the purpose of reconciling invoices. All contractor material handling operations shall be conducted in a manner that ensures that items are not damaged.

19.2. The Contractor is responsible for providing secure/bonded storage for all inbound cargo and mail.

19.3. The Contractor shall use counter-to-counter delivery and charge by each Bill of Lading.

19.4. All material shipped shall be labeled "SHIP'S SPARE(S) IN TRANSIT".

19.5. Material shipped shall arrive at least two (2) working days prior to ship's arrival.

19.6. Shipping documents shall be labeled 'SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the Contractor.

19.7. The Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel.

19.8. The Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

19.9. If cranes and forklifts are not available at the port, the Contractor shall use forklifts and cranes from the Schedule.

19.10. The Contractor shall receive the package from the carrier and clear it through customs. All materials received shall be delivered while the ship is in port. Any damage must be noted prior to acceptance and reported to the point of contact designated by the ship Supply Officer.

19.11. The Contractor shall send status reports to the ship's Supply Officer after receipt, after delivery, and if unable to deliver to a designated government representative.

19.12. The Contractor shall forward the material to a location specified by the ship Supply Officer or designated point of contact if for any reason it cannot be delivered to the ship.

20. (RESERVED) MISCELLANEOUS (CLIN XX20)

21. (RESERVED) OIL BOOMS (CLIN XX21) - The Contractor shall provide and deploy oil booms, as necessary and properly dispose all oil waste caught in the Oil Boom.

22. OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX22)

22.1. The Contractor shall remove oily waste and aggregate water from the ship and properly dispose it. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed.

22.2. The Contractor shall comply with the local environmental requirements where oily waste is disposed and shall be liable for any costs incurred as a result of the Contractor's failure to comply with such requirements. The Contractor shall retain all disposal certificates and shall make them available to FISC Detachment Singapore upon request.

22.3. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship duty engineer shall verify in writing the amount removed.

22.4. The contractor shall provide hoses of sufficient length from contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

22.5. When removal is done via barge, the Contractor shall provide a barge with suitable fendering to prevent damage to the ship and a minimum of four (4) mooring lines to secure alongside the ship.

22.6. The Contractor shall pre-position Oily Waste Barges / Trucks when necessary, in accordance with Force protection or other requirements.

22.7. In the event the Contractor subcontracts oily waste disposal, the Contractor shall be liable for any costs incurred as a result of the disposal operator's failure to comply with local requirements.

23. (RESERVED) PAINT FLOAT (CLIN XX23) - The Contractor shall provide paint floats to hold personnel painting the ship. The ship is responsible to secure the paint float to the ship if rented for more than one day.

24. PILOTS (CLIN XX24) - The Contractor shall provide pilots to navigate the ship to and from the berthing locations.

25. POTABLE WATER (CLIN XX25) - The Contractor shall deliver fresh, potable water in accordance with the current World Health Organization (WHO) Guidelines for drinking-water quality, located at http://www.who.int/water_sanitation_health/dwq/gdwq3rev/en/index.html, to the intake hose of the requesting ship suitable for showering, cooking and cleaning. Water availability shall be in accordance with the delivery schedule specified by the SUPPO. The ship shall test and determine acceptability of the water delivered.

26. PRATIQUE/QUARANTINE AND INSPECTION SERVICE (QIS) (CLIN XX26) - When entering a port where Pratique /QIS charges apply, the Contractor shall only charge the tariff rate.

27. (RESERVED) REEFER CONTAINER (CLIN XX27) – The Contractor shall provide refrigerated storage at the temperature specified by the ship. Generators shall emit sound levels of less than 84 decibels.

28. (RESERVED) SHORE POWER (CLIN XX28)

28.1. The Contractor shall provide shore power to the ship using

28.1.1. Port provided permanent connection system.

28.1.2. Or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels.

28.2. The Contractor shall provide all cables and make all power connections between the generator and ship.

28.3. The availability of shore power shall be in accordance with the schedule established by the ship.

29. (RESERVED) SHORE STEAM (CLIN XX29) - The Contractor shall provide Shore Steam to the ship.

30. STEVEDORES (CLIN XX30) - The Contractor shall provide stevedores with supervisors for general labor.

31. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX31)

31.1. The Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

31.2. The Contractor shall provide daily cleaning of the tent and immediate surroundings as practicable. Cleaning includes removing trash, sweeping, and mopping up spills.

32. TRANSPORTATION (GROUND) VEHICLES (CLIN XX32)

32.1. The Contractor shall provide air conditioned motor vehicle service for official government business.

32.1.1. Sedans shall have a minimum capacity of four (4) passengers including the driver. Sedans shall have a minimum 1800 cc engine.

32.1.2. Passenger capacity for vans shall range from six (6) to 25 passengers as specified in Exhibit A, Schedule of Supplies and Services.

32.1.3. Passenger capacity for buses shall range from 40 to 60 passengers as specified in Exhibit A, Schedule of Supplies and Services.

32.2. The Contractor shall provide covered, lockable trucks to load/off load cargo and mail. The covered truck shall have a hydraulic lift to facilitate loading and offloading. The driver shall assist with loading and offloading.

32.3. The Contractor shall be responsible for security and prevent loss/damage/destruction of cargo and mail.

32.4. All drivers must be fully qualified and have necessary licenses. All vehicles must be properly registered, licensed and insured (including adequate passenger liability insurance). The contractor is responsible for delivering all cargo and personnel to the correct location on schedule.

32.5. At all times that vehicles are being used, the contractor shall ensure that the vehicles are in sound mechanical condition, meet all security requirements and meet all safety standards required by local laws and regulations so as to preclude breakdown and injury. All vehicles shall be in a clean condition when presented for service and shall be free of debris. If a vehicle does not meet the requirements of this contract as determined by the Ordering Officer, the U.S. Government shall have the right to reject the vehicle for performance of services. The contractor shall ensure that each vehicle is jointly inspected before and after a trip by the contractor and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.

32.6. If a vehicle is not operable when required under this contract, the Contractor shall provide, at no additional expense to the Government, a replacement vehicle within two (2) hours that complies in all respects with this contract.

32.7. Substitution of Vehicles:

32.7.1. If the Contractor does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the Contractor shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a sedan is ordered but unavailable, the Contractor shall furnish a higher group vehicle at the price listed for the vehicle originally ordered.

32.7.2. In the case of passenger or cargo vans, there shall be no substitution without the approval of the ship placing the order.

32.8. The Contractor shall return all items left in rental vehicles to the ship's SUPPO or Ordering Officer.

32.9. The Contractor shall obtain written acknowledgement of vehicle service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

32.10. The Contractor shall provide covered trucks with driver.

32.11. The Contractor shall provide drivers who can speak and understand English clearly. In the event if the driver is unable to speak English, the Contractor shall furnish an English speaking rider.

33. TUGS (CLIN XX33) - The Contractor shall provide tugs to bring ships to and from berthing locations.

34. (RESERVED) WATER TAXIS (CLIN XX34)

34.1. The Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 6 – Water Taxi Specifications. At the commencement of service, the Contractor is required to advise the ship of scheduled breaks and any changes to the taxi service schedule.

34.2. The Contractor shall ensure that all water taxis are fully licensed, registered, and insured, including adequate liability insurance, in accordance with local laws and regulations.

34.3. When required to arrive early for inspection as a force protection measure, service begins at time of inspection. Upon ship's scheduled departure, the daily rate/hourly rate shall be pro-rated for water taxi services less than 24 hours in duration.

34.4. If the Contractor cannot provide the size of water taxi ordered, the Contractor shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event, the ship will be charged for the size of the water taxi ordered.

34.5. The Contractor shall return all items left in water taxis to the ship's SUPPO.

34.6. The Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for Government review and inspection.

34.7. Before the commencement of any services under this contract, the Contractor shall make the water taxi available to the ship's Boatswain or designated representative for inspection.

34.8. For any damage or destruction caused by the Government, the Contractor shall be responsible to ensure that the water taxi is jointly inspected before and after each trip by the Contractor and an authorized representative of the Government.

34.9. When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.

34.10. If a water taxi is not operable when required under this contract, the Contractor shall immediately provide at no additional expense to the Government, a replacement water taxi which complies in all respects with this contract.

35. REPORTS (CLIN XX35)

35.1. CRAFT REPORT (CLIN XX35AA): The Contractor shall furnish a Cost Reporting and Forecasting Tool (CRAFT) Report covering all port costs paid by each ship for which the Contractor provides husbanding services. The term "port cost" includes all supplies or services identified in the section of contract titled "Supplies or Services" in Exhibit A and non-contract line items. The report

format is provided in Exhibit C – CRAFT Report. The report shall be submitted to the FISC Detachment Singapore Contracting Officer or designated representative within seven (7) working days of each ship's departure.

35.2. Any revisions to the CRAFT shall be forwarded to FISC Detachment Singapore within seven (7) days of the change. If a ship departs port without paying all or part of a bill, the Contractor shall identify the line items not paid and support a change when the bill is paid.

36. OPERATIONS OTHER THAN WAR (OOTW)/CONTIGENCY OPERATIONS AND DISASTER RELIEF FEES (CLIN XX36)

36.1. OOTW refers to a "Contingency operation" as that term is defined in FAR 2.101. In addition, for purposes of this contract, it refers to rescue and humanitarian relief missions, Non-combatant Evacuation Operations (NEO's), or an unplanned, real world deployment of troops for an indefinite period of time. The provisions of FAR Part 18, Emergency Acquisitions (effective 5 Jul 2006), apply in full to the OOTW requirements of this contract.

36.2. Logistics Support is defined as goods and services provided in a background framework to an operation. Logistics Support can take place in the immediate vicinity of the operation or a great distance away.

36.3. The Contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a network familiar with the local political and commercial infrastructures, cultural and lingual background, and business practice. In order to assist the Navy's response to OOTW, the Contractor shall furnish personnel with the following qualifications:

36.3.1. Ability to speak the local language where OOTW is being conducted

36.3.2. Capacity to travel to the OOTW or forward logistic site within 24 hours of notification

36.3.3. Current inoculation records

36.3.4. Possess a valid up-to-date passport

36.4. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours a day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. The Contractor shall assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The Contractor shall ensure that sufficient personnel are available at each supported location to effectively perform all necessary tasks. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

36.5. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the contractor's Husbanding fees and CLINS shall apply.

36.6. If an advance party arrives in a country for OOTW, the Contractor shall bill at the OOTW subsequent day rate. If the operation is on going, the Contractor shall bill the OOTW first day rate and then subsequent days. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the Contractor's services are ordered.

36.7. Regardless of location, OOTW support requests for other than the basic service under this CLIN for operations not associated with ships are exempt from the requirements portion of the contract.

36.8. A sample of the potential list of OOTW and/or Exercise/ Logistic Support supplies and services is provided for Contractor reference in Exhibit D. The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the husbanding Contractor shall make every effort to locate at least three sources and shall provide a copy of all documents to the Contracting Officer. In very unique time sensitive situations, the Contractor may be tasked to source and provide a large variety of supplies and services on a very compressed delivery schedule in support of large scale operations like NEOs, etc or other real world events. In these unique situations, the requirement to document market research and source selections for supplies/services over $3000 is still mandatory.

36.9. An exercise is defined as a prearranged, preplanned evolution being conducted between the Government and a foreign nation for training or other purpose of a specified duration. The name of the event will generally, but may not always, include the word “exercise”. It includes training efforts and exercise-like activity in preparation for actual contingencies.

36.10. The Contractor shall provide exercise and logistics support in the same manner as is provided for OOTW support.

36.11. Disaster Relief is defined as emergency operations or preparedness to support civil society to cope with natural or man-made disasters. Disaster relief is concerned with recovery efforts.

36.12. The Contractor shall provide disaster relief support in the same manner as is provided for OOTW support.

Section D - Packaging and Marking

NOT APPLICABLE
Not Applicable

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
9000	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-SEP-2007 TO 29-FEB-2008	N/A	N/A FOB: Destination	
9000	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

INVOICES AND PAYMENTS

1. The Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor's best estimate and an adjustment will be made later.

2. The payment will be made by the ship prior to departure from the port. If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Officer, U.S. Navy Region Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury check. The Contractor must accept the U.S. Government commercial purchase card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPC is the Mastercard. If a ship uses a U.S. Government credit card, the ship shall reimburse the Contractor any surcharge imposed by the financial institution processing the credit card transaction. The applicable credit card surcharge cannot exceed three (3) percent. Upon award of contract, the Contractor shall provide evidence furnished by the Financial Institution of the credit card surcharge.

3. Copies of all invoices presented to the ship shall be provided to FISC Det Singapore Contracting Officer within 5 working days from the departure of the visiting vessel.

Section H - Special Contract Requirements

NOT APPLICABLE
Not Applicable

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	SEP 2005
52.216-21	Requirements	OCT 1995
52.216-21 Alt I	Requirements (Oct 1995) - Alternate I	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

ADDITIONAL CONTRACT TERMS AND CONDITIONS

(a) Oral Orders (Indefinite Delivery Contracts) (SUP 5252.216-9402) (JAN 1999). Oral orders may be placed, provided the following conditions are complied with:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.

(3) Invoices for supplies or services furnished in response to total orders will be accompanied with a received copy of each related delivery ticket.

(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

(b) Written Orders (Indefinite-Delivery Contracts) (SUP 5252.216-9403) (JAN 1992). All requests for Services and Supplies must be documented by an AGR with a written Task or Delivery Order using a SF 1449 or DD Form 1155. Written orders on Standard Form 1449/DD Form 1155 will contain the following information, consistent with the terms of the contract:

(1) Date of order;
(2) Contract number and order number;
(3) Item number and description, quantity, and unit price;
(4) Delivery or performance date;
(5) Place of delivery or performance (including consignee);
(6) Packaging, packing, and shipping instructions, if any;
(7) Accounting and appropriation data;
(8) Any other pertinent information.

(c) Payment by Third Party (FAR 52.232.36*)* (MAY 1999) - This clause is incorporated by reference.

(d) Ordering (FAR 52.216-18) (OCT 1995)

(1) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award to final day of the contract.

(2) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a task/delivery order or task order and this contract, the contract shall control.

(3) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the schedule.

(e) Order Limitations (FAR 52.216-19) (OCT 1995)

(1) *Minimum ordering amount.* When the Government requires supplies or services covered by this contract in an amount of less than US $50.00, the Government is not obligated to order, nor is the Contractor obligated to furnish, those supplies or services under this contract.

(2) *Maximum ordering amount*. The Contractor is not obligated to honor --

(i) Any order for a single item in excess of the estimated quantity for that item, which is identified in the pricing schedule of this contract;

(ii) Any single order for a combination of items in excess of the total estimated dollar value for the applicable performance period of this contract; or

(iii) A series of orders from the Government within 120 days that together call for quantities exceeding the estimated quantities identified in the pricing schedule by more than two hundred percent (200%).

(3) This is a requirements contract (which incorporates FAR 52.216-21), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(4) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum ordering limitations in paragraph (b), unless the order(s) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to furnish the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the required supplies or services from another source.

(f) Contract Type. The resulting contract will be a Fixed Price Requirements contract.

(g) Requirements (FAR 52.216-21) (OCT 1995)-(ALTERNATE I) (APR 1984)

(1) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(2) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(3) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities.

Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirement for the supplies and services specified in the Schedule that exceed the quantities that the activity may furnish within its own capabilities.

(4) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(5) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(6) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after thirty (30) days beyond the expiration of the contract.

(h) Option To Extend Services (FAR 52.217-8) (NOV 1999) (MODIFIED). In order to maintain continuity of service, the Government may require continued performance of any services within the limits and at the rates specified in the contract. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise this option by written notice to the contractor within fifteen (15) days before the contract expires.

(i) Inconsistency Between English Version & Translation Of Contract (FAR 52.225-14) (FEB 2000). In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(j) Taxes – Foreign Fixed Price Contracts (FAR 52.229-6) (JUN 2003). Incorporated by reference.

(k) Payment by Electronic Funds Transfer--Central Contractor Registration (FAR 52.232-33) (OCT 2003). Incorporated by reference.

(l) Authorized Changes Only By The Contracting Officer (SUP 5252.243-9400) (JAN 1992)

(1) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(2) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(3) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and FAX telephone number of the Procuring Contracting Officer (PCO) are:

Commercial Address: FISC Detachment Singapore
PSA Sembawang Terminal
Deptford Road, Building 7-4, Unit 2-9
Singapore 759657

Military Address: PSC 470, Box 2150
FPO AP 96534-2150

FAX Numbers: (65)-6-750-2639 or 2382

(m) Provision for Wood Products SA 03-05 NAVSUP CLAIMANCY POLICY - Pinewood Nematode (microscopic roundworm) Free Non-Manufactured Wood Pacing (NMWP) Material (SWPM) (Nov 202) NAVSUP

(1) Definition. 'Pinewood nematode' as used in this provision, means a microscopic roundworm that has infested coniferous (softwood) trees.

(2) All non-manufactured wood lumber, pallets boxes, crates, containers, reels blocking and bracing, dunnage, drums, etc. for all shipments are required to be certified pest- (pinewood nematode) free. All wood pallets, boxes, crates, containers, reels, blocking and bracing, dunnage, drums, etc. ordered/delivered from vendors/suppliers shall be heat-treated and marked to the American Lumber Standards Committee (ALSC), NMWP policy and enforcement standards. The approved method for ensuring NMWP material is pinewood nematode free is as follows:

(i) Heat-treated to a minimum core temperature of 56°C(133°F) for at least 30-minutes in a closed chamber that has been tested evaluated, and approved officially for this purpose. In addition, the susceptible wood shall display an officially approved heat-treated marking enabling the identification of where and by whom the above treatment has been carried out.

(3) All bulk lumber procured for the fabrication of pallets, boxes, crates, containers, reels, skids, blocking and bracing, dunnage, drums, etc., shall be certified and marked as a part of the fabrication process, to the ALSC NMWP policy and enforcement standards. Vendors/Suppliers using ALSC-certified lumber to make or repair wooden boxes, crates, skids, containers, pallets, reels, drums, etc., must have formal processing procedures and documentation to ensure that only certified lumber leaves their fabrication point.

(4) This provision is self-deleting if the material or supplies are not shipped in NMWP material.

(n) Agency Protests

(1) Prior to submission of an agency protest, all parties should use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions.

(2) FISC Detachment Singapore will process agency protests in accordance with the substantive and procedural requirements of FAR 33.104(d).

(3) Pursuant to FAR 33.103(d)(4), an agency protest may be filed directly with either the Contracting Officer or the Chief of the Contracting Office. A protestor who initially files an agency protest with the Contracting Officer may appeal an adverse decision to the Chief of the Contracting Office. Agency protest submissions should clearly identify the initial adjudicating official, i.e., the "Contracting Officer" or "Chief of the Contracting Office".

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2005) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acq.osd.mil/dpap/dars/
http://www.arnet.gov/
http://farsite.hill.af.mil/

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

_X__52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

____252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

____252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

____ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).).

____ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

____ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

____ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2005) (------ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

____ 252.225-7021 Trade Agreements (JUN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

____ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (---- -- Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

_____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

____ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

_____ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

__X_ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (_____Alternate I) (MAR 2000) (_____Alternate II) (MAR 2000) (____Alternate III (May 2002).

____252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5 (JUL 2005) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.232-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS/EXHIBITS
Applicable documents, exhibits, and attachments for this contract are:

ATTACHMENT NO.	DOCUMENT
1.	Classifications of Ships
2.	Floating Line of Demarcation (FLD) Specifications
3.	Picket Boat Operations & Specifications
4.	Security Guard Operations
5.	Fuel Specifications
6.	(RESERVED) Water Taxi Specifications
(9)	Request for Sanitary Inspection
8.	Quality Assurance Provisions

EXHIBIT NO.	DOCUMENT
A	Schedule of Supplies and Services
B	Port Tariff
C	CRAFT Report
D	OOTW Sample of Provisions

ATTACH 1 - SHIP CLASSIFICATION
ATTACHMENT 1 - SHIP CLASSIFICATIONS (DESCRIPTION OF U.S. NAVY SHIPS BY CLASS AND TYPE)

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC (MKV)	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153

HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	77
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360
Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854
Class IV					
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082
T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276
T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

(10) The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

(11) Displacement is expressed in tons and represents fully loaded displacement.

(12) The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

(13) There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

GLOSSARY OF TERMS AND ABBREVIATIONS

AGOS	RESEARCH SHIP
AGSS	RESEARCH SUBMARINE
AOE	FAST COMBAT SUPPORT SHIP
ARS	SALVAGE SHIP
AS	SUBMARINE TENDER
CG	GUIDED MISSLE CRUISER
CV	MULTIPURPOSE AIRCRAFT CARRIER (CONVENTIONALLY PROPULSION)
CVN	MULTIPURPOSE AIRCRAFT CARRIER (NUCLEAR PROPULSION)
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
FFG	GUIDED MISSLE FRIGATE
HSV	HIGH SPEED VESSEL
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCS	LITTORAL COMBAT SHIP
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LHD	AMPHIBIOUS ASSAULT SHIP (MULTI- PURPOSE)
LPD	AMPHIBIOUS TRANSPORT DOCK
LSD	AMPHIBIOUS CARGO SHIP
LSV	LOGISTIC SUPPORT VESSEL (ARMY)
HSIC	HIGH SPEED INTERCEPTOR CRAFT (MARK V - SPECIAL OPERATIONS CRAFT) (1 PAIR)
MCM	MINE COUNTERMEASURE SHIP
MCS	MINE COUNTERMEASURE SUPPORT SHIP
MHC	MINE HUNTERS COASTAL
MSC	MILITARY SEALIFT COMMAND
PC	PATROL COASTAL SHIP
SSBN	BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSGN	CRUISE MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	ATTACK SUBMARINE (NUCLEAR PROPULSION)
T-AE	AMMUNITION SHIP (MSC)
T-AFS	COMBAT STORE SHIP (MSC)
T-AGOS	OCEAN SURVEILLANCE/PATROL SHIP (MSC)
T-AGS	SURVEYING/ OCEANOGRAPHIC SHIP (MSC)
T-AH	HOSPITAL SHIP (MSC)
T- AKE	DRY CARGO/AMMUNITION SHIP (MSC)
T-AKR	STRATEGIC SEALIFT SHIP (MSC)
T-AO	OILER (MSC)
T-AOT	TANKER (MSC)
T-ATF	FLEET OCEAN TUG (MSC)
WAGB	POLAR CLASS ICEBREAKERS
WHEC	HIGH ENDURANCE CUTTER
WMEC	MEDIUM ENDURANCE CUTTER

ATTACH 2 - FLD SPECIFICATIONS

ATTACHMENT 2 - FLOATING LINE OF DEMARCATION SPECIFICATIONS (CLIN XX12XX)

The following are Floating Line of Demarcation (FLD) Specifications used for this contract:

1. The Contractor shall provide a FLD to identify a restricted area in the water of approximately 330 feet (100 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. The FLD is to help identify a safe standoff zone.

2. The size of the FLD will depend on the class of ship. Pier side, the FLD should be positioned 330 feet (100 meters) fore and aft of the ship and 330 feet (100 meters) out into the water from the ship. If sufficient space is not available then the FLD will be positioned as far as possible from the ship. At anchorage, the FLD will be positioned 330 feet (100 meters) outside the swing radius of the ship.

3. There are two types of FLDs that are currently authorized.

    3.1. Continuous Line FLD - If allowed by the Port, the Contractor shall provide a Continuous Line FLD per the specifications listed below.

        3.1.1. The FLD must fully enclose ships at dockside or at anchorage. The FLD will have an Entry Control Point (ECP) where the FLD may be opened up when authorized watercraft require access to the ship. The Contractor will provide a boat and crew to open up and close the FLD at the ECP.

        3.1.2. Specifications:

            3.1.2.1. Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable ECP for access.Floatation devices positioned every meter on the line.

            3.1.2.2. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing strobe lights (standing at least one meter high above the water) and positioned every 75 meters along the line.

            3.1.2.3. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the FLD. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD intact at all times regardless of sea conditions. Failure of the system to remain in place may result in deductions to the invoice.

    3.2. Buoy System FLD - This is an acceptable alternative to the Continous Line FLD requirement. Some Ports may require the buoys to be temporarily moved and replaced if a commercial ship requires the water space.

        3.2.1. The Contractor shall provide a Buoy System FLD per the specifications provided below.

        3.2.2. The Contractor shall provide a Buoy System FLD to identify a restricted area around ships. The purpose of the Bouy System FLD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 100 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2

nautical miles. In addition, buoys must also be visible on both ship and shore based radar. The Picket Boats will patrol outside of this visual reference. The Buoy System FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) workboats to tend to the Buoy System FLD at all times.

3.2.3. Provide the system with weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

ATTACH 3 - PICKET BOAT

ATTACHMENT 3 - PICKET BOAT OPERATIONS & SPECIFICATIONS (CLIN XX12XX)

The following are the Picket Boat operating instructions and specifications used for this contract:

1. The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

2. The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

3. Ships at anchorage will normally require two Picket Boats.

4. The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate CLIN in the contract.

5. The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

6. The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

7. The Picket Boat will meet the following requirements:

7.1. Licensed for commercial operations by local country Department of Transportation.

7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

7.4. If a deckhand crewmember is required, only qualified personnel are used.

7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

7.11.4. Portable Spotlight

ATTACH 4 - SECURITY GUARD OPS
ATTACHMENT 4 - SECURITY GUARD OPERATIONS (CLIN XX12XX)

The following are to be used for Security Guard operations for this contract:

1. General

1.1. The Contractor shall provide security guards for pier side or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

1.2. Security guards may be provided through private security firms or through local police officials.

1.3. There are two types of security guard services. One is for providing guards pier side to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pier side:

2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

2.2. All pier side guard services will be performed within the parameters of local Laws and Regulations.

2.3. Overview. The purpose of the pier side security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxis. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pier side operations.

2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

2.6. The following equipment will be required as a minimum for each guard:

2.6.1. Uniform as provided by contractor or authorities;

2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. Rules of Engagement (ROEs) Pier side

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats:

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. Rule of Engagement (ROEs) for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following ROEs are to be followed:

3.8.1.1. Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2. If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3. The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4. As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

ATTACH 5 - FUEL SPECIFICATIONS
ATTACHMENT 5 - FUEL SPECIFICATIONS (CLIN XX12XX)

The following are the Fuel Specifications for this contract:

SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	Requirement	Text Method
Appearance, @ 25ºC or ambient temperature whichever is higher	Clear, bright and free of visible particulates	D 4176 1/
Demulsification, @ 25ºC, minutes (max)	10	D 1401 2/
Density, @ 15ºC, kg/m^3 (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, ºC 50% point, ºC	 Record Record	D 86 3/

90% point, ºC, (max) end point, ºC, (max) Residue º Loss, % vol., (max)	357ºC 385ºC 3.0	
Cloud Point, ºC, (max)	-1ºC	D 2500
Color, (max)	3	D1500
Flash Point, ºC, (min)	60ºC	D 93 4/
Particulate Contamination, mg/liter, (max)	10	D 5432 5/
Pour Point, ºC, (max)	-6ºC	D 97
Viscosity, @ 40ºCm mm^2/second	- 1.7 - 4.3	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100ml, (max)	1.5	D5304 (R), D 2274 6/
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664
Aniline Point, ºC, (min)	60ºC	D 611
Ash, % wt., (max)	0.005	D 482
Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 7/
Corrosion, @ 100ºC, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min) Cetane Index, (min)	42	D 613 (R), D 976 8/
Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 2622
Trace Metals, ppm, (max) Calcium Lead Sodium plus Potassium Vanadium	 1.0 0.5 1.0 0.5	D 3605 9/
Additive Names and Dosages	Record	

1. If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709, 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains visible sediment or particulate matter, but meets the requirement of 10 mg/1 (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.

2. The demulsification text shall be conducted in accordance with the following exceptions:

(a) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.

(b) The test temperature shall be 25ºC.

(c) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute.

3. As the end point of the distillation is approached, if either a thermometer reading of 385ºC or a decomposition point is observed, discontinue the heating and resume the procedure as directed in ASTM D 86.

4. The flash point value is the absolute and no value less than 60ºC is permissible.

5. A one-liter minimum sample shall be used.

6. ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours to 40 hours.

7. When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fuel, without the cetane improver.

8. Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified in Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.

9. Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of the inspection authority.

Minimum Requirements for Purchases of Commercial Distillate Fuels ((Navy) Marine Gas Oil) for Bunkers

The following minimum requirements have been established for use when buying fuel (gas oil - 100% distillate) from commercial sources when F76 is not available. Marine Gas Oil is not acceptable as cargo fuel on Navy Oilers.

TEST	METHOD	REQUIREMENTS
1. Cetane Number	ASTM D 613	45 min
or		
Cetane Index	ASTM D 976	45 min

Note: A cetane index of 41 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exceed a maximum of 338ºC. A cetane number of 40 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exceed a maximum of 338°C.

2. Appearance @ 21ºC or ambient temperature (whichever higher)	Visual	Clear & Bright
or		
Water and Sediment	ASTM D 2709	0.05% max
3. Distillation. 90% Point	ASTM D 86	375ºC max
4. Flash Point	ASTM D 93	60ºC min
5. Pour Point	ASTM D 97	Report
6. Cloud Point	ASTM D 2500	-1.1ºC (30 °F)
7. Viscosity @ 40ºC	ASTM D 455	1.7 - 4.5 CST
8. Color	ASTM D 1500	3 max
9. Gravity	ASTM D 1298, D 287	Record
10. Carbon Residue	ASTM D 524	0.35% max
11. Ash	ASTM D 482	0.01% max

12. Sulfur	ASTM D 129, D 1552 D2622	1.00% max
13. Copper Corrosion	ASTM D 130	3 max

C16.23-2 COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC JAN 1998)

Offered product shall conform to the following requirements which are suitable for Marine Gas Turbine.

	TEST REQUIREMENTS	METHOD	
1.	Cetane Number	ASTM D 613	42 min
	or		
	Cetane Index	ASTM D 976	43 min
	NOTE: A Cetane Number of 40 minimum, or a Cetane Index of 41 minimum, is acceptable provided the 90 Percent Distillation Point does not exceed a maximum of 338^{O}C.		
2.	Appearance @ 21^{O}C or ambient temp. (whichever higher)	Visual	Clear & Bright
	or		
	Water & Sediment	ASTM D 2709	0.05 vol % max.
3.	Distillation, 90% point	ASTM D 86	357^{O}C max.
4.	Flash Point	ASTM D 93	60^{O}C min
	NOTE: The flash point value is absolute and no value less than 60^{O}C is permissible.		
5.	Cloud Point	ASTM D 2500	-1.1^{O}C (30^{O}F) max.
	NOTE: Cloud Point results will be evaluated based upon bunkering location.		
6.	Viscosity @ 40^{O}C	ASTM D 445	1.7 - 4.5 cst
7.	Color	ASTM D 1500	3 max.
	NOTE FOR DOMESTIC ITEMS: This Color test requirement is deleted if red dye has been added in compliance with U.S. Environmental Protection Agency or Internal Revenue Service regulations; however, the resulting fuel/dye blend must have a red tint. It shall not be visually brown or darker in appearance.		
8.	Density @ 15^{O}C	ASTM D 1298	876 kg/m^3 max.
9.	Carbon Residue on 10% bottoms	ASTM D 524	0.35 mass % max.
		ASTM D 189	
10.	Ash	ASTM D 482	0.01 mass % max.
11.	Sulfur	ASTM D 4294, ASTM D 1552, or ASTM D 2622	1.0 mass % max.
12.	Corrosion	ASTM D 130	3 max.
13.	Distillate Fuel (fuel shall contain no residual)	None	100%

C36 FUEL OIL, INTERMEDIATE, GRADES RMB-10 (IFO 60)/RME-25 (IFO 180)/RMG-35 (IFO 380) (DESC MAY 1997)

Product shall conform to ISO 8217:1996 or ASTM D 2069-91. Product conforming to ASTM D 2069-91 shall meet the following additional requirements:

	GRADE	GRADE	GRADE

REQUIREMENTS	RMB-10 (IFO 60)	RME-25 (IFO-180)	RMG-35 (IFO 380)	TEST METHOD
Density @15°C, kg/m^3, max	981.0	991.0	991.0	ISO 3675/12185
Aluminum plus silicon, mg/kg, max	80	80	80	ISO 10478
Total Sediment, potential, %(m/m), max	0.10	0.10	0.10	ISO 10307-2

ATTACH 6 - WATER TAXI SPEC

(RESERVED) ATTACHMENT 6 - WATER TAXI SPECIFICATIONS – (CLIN XX34)

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxi specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated FISC Detachment Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and these specifications, the ship will immediately notify the Contractor, the FISC Detachment Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including Commander Pacific Fleet (COMPACFLT).

5. COMSEVENTHFLT Specifications:

Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable host nation laws and regulations. Notwithstanding compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

The following information shall be conspicuously posted in both English and the appropriate local language:

- Current Operator's/Captain's license and boat names.
- Passenger/weight capacity limits notice.
- Location of life jackets and other life saving equipment.
- Location of all exits indicated in large letters.
- Emergency procedures.
- Emergency lighting, both permanent and hand held, shall be available and in working order at all times.
- Operation of the boat shall be in a safe and seaworthy manner.
- The consumption of alcoholic beverages shall not be permitted aboard the boat.

Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by host nation for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

Security: During the term of this contract the ship(s) to be serviced agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

(a) Hull:

- Watertight integrity of weather decks, bulkheads, watertight closures and interior hull structures.
- Superstructure, including masts and stacks.
- Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.
- Provisions for drainage of sea water from exposed decks over the side and not into the bilges.
- Access/egress points- adequacy of number and location.

(b) Machinery:

- 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.
- Main propulsion and auxiliary machinery essential to operation of boat.
- Sea and bulkhead closure valves.
- Bilge auction strainers and dewatering systems-bilge pump to be tested by operation
- Bilges free of flammable liquids

(c) Electrical:

- Cables.
- Navigation, deck, and emergency lights.
- Rotating electrical machinery; e.g., generators and motors --Storage batteries

(d) Lifesaving equipment:

- Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.
- Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.
- First aid kits, life rings and distress lights.
- Distress signaling devices

(e) Fire fighting equipment:

- Fire pump - test by subjecting fire hose(s) to fire pump pressure.
- Portable fire extinguishers.
- Fixed systems, e.g., $C0_2$ cylinders.

(f) Steering apparatus:

(g) Miscellaneous systems and equipment:

- Harbor charts.
- Ground tackle and mooring lines.
- Whistle/fog horn, bell.
- Lighted compass.
- Radar.
- 2-way radio capable of Bridge-to-Bridge communications.
- Current license.

Operator qualifications.

Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement is that contained below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

i. Safety of operations. Insure the following are present and in working condition:
ii. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.
iii. Fire extinguishers sufficient for the size of the vessel operated.

iv. Radio (with battery backup) capable of Bridge-to-Bridge communications.
v. Anchor/chain sufficiency for the size of the vessel operated.
vi. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.
vii. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:
viii. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.
ix. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.
x. Ensure no bare or exposed electrical wires or connections are located in the passenger area.
xi. Validate that sufficient unobstructed exits are present and marked in English.
xii. Verify that no missile hazards, gear adrift, or trip hazards exist.

The following shall be conspicuously displayed, in English:

- Passenger/weight capacity.
- Location and number of life jackets.
- Location of life saving equipment.
- Locations of exits (if not obvious).

Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

ATTACH 7 - REQ 4 SANITARY INSP

ATTACHMENT 7 - SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
FISC Detachment Singapore
PSA Sembawang Terminal
Deptford Road, Building 7-4
Singapore 759657

Dear Sir:

We are interested in supplying (specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

LIST AND INFORMATION TO REQUEST FOR INITIAL INSPECTION

List of products for which approval is requested.
Establishment letterhead - four places.
Name of establishment owner.
Site area size - acres, square feet or square meters.
General description of the area surrounding the plant site.
Building description, i.e. material used in construction, age of building(s), size (in square feet or meters), and number of stories.
Drawing of floor plan of building(s) to include major production areas (for slaughterhouses and dairies only).
List of major processing equipment.
Sources of raw materials.
Output of finished product - average kilograms or tons per day, per week or per month.
Special codes printed on product packages which identify the establishment, the product, and the date of production or packaging.
Number of employees.
Are employees receiving pre-employment or periodic medical examinations? What is the frequency of the periodic examinations?
Program for employee instruction personal hygiene, food, handling techniques, and food hygiene and safety.
Cleaning and sanitizing methods, including chemical used.
Detailed written cleaning and sanitizing program.
Official water quality certification from the local government, including total aerobic bacteria plate count, coliform count, and chemistry.
Name of water source.
Waste disposal program.
Pest control program.
Name of inspection agencies which inspect the plant (government and civilian) and frequency of inspections. Are inspection reports available for review?
Flow chart for the manufacture of each major category of products listed in No.1 above from raw materials to finished products health control points.
What laboratory examinations are performed on products and plants environment? Are the results available for review?
Total number of company vehicles?
Key personnel and point of contact for inspectors.
Direction to plant.
European Economic community (EEC) and United States Department of Agriculture (USDA) plant establishment number(s).

ATTACH 8 - QA PROVISIONS
ATTACHMENT 8 - QUALITY ASSURANCE PROVISIONS - September 2006

SECTION I. GENERAL REQUIREMENTS

1. SANITARILY APPROVED SOURCES: All subsistence items shall be from approved sources as authorized, or exempted in NAVSUPINST 4335.4F/AR 40-657/AFR 161-32/MCO P10110.31G. Name and address of processing facility shall identify any subcontracting entities utilized other than the primary contractors. FISC DET Singapore has available approved source listings of authorized subsistence incorporated into VETCOM Circular 40-1, Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Hawaii and Pacific) and other regions maintained and published by HQ, US Army Veterinary Command, Fort Sam Houston, Texas

(http://vets.amedd.army.mil/vetsvcs/approved.nsf). The U.S. Army Veterinary Representative, prior to commencing a contract/Blanket Purchase Agreement (BPA), shall inspect all required potential sources identified. Failing to pass inspection shall be grounds for not issuing a BPA and grounds for cancellation if the facility fails inspection after a BPA has commenced. This applies to all contractors and subcontractors. Documents cited here shall be provided to the contractor upon written request.

2. DELIVERY VEHICLES: The supplies delivered under this contract/BPA shall be transported in a sanitary enclosed/covered or open flatbed vehicle. Semi-perishable items delivered in open flatbed vehicle shall be covered with a tarp to protect products from rain or foreign objects. Vehicles shall be equipped to maintain the appropriate temperature for the subsistence being delivered. Vehicles shall be maintained in a sanitary condition to prevent contamination of the food and shall be subject to inspection by the government at all reasonable times. Supplies submitted for acceptance in vehicles, which are not sanitary, may be rejected without further inspection. Concurrent transportation of bulk contained pesticides, rodenticides, petroleum products, inedible products, household chemicals, or other caustic or volatile compounds are undesirable but occasionally necessary. When a carrier jointly transports subsistence and cleaning agents or hazardous products, the cleaning agents or hazardous products shall be segregated from the subsistence to the greatest extent. Segregated to the greatest extent means that all cleaning agents or hazardous products shall be unitized, loaded completely lower and horizontally from the subsistence to the maximum distance allowed by the physical configuration of the carrier. Shrink-wrap shall be used to secure items to pallets and provide stabilization.

3. CODE DATING: Master-shipping boxes shall be stamped or embossed with code dates, except Fresh Fruits and Vegetables, (FF&V). Coding must represent the date of slaughter, production, pasteurization, manufacture, or expiration/pull date. Open code shall have the date, month and year or Julian date, (last number of the year with the number of days). Closed code, such as letters and numbers, shall have an accompanying letter from the manufacturer explaining the code and shelf life.

4. PACKAGING: Standard commercial packaging is acceptable as long as it meets the requirements set forth in this agreement, product is protected from contamination, and quality is preserved. Products shall be packaged in non-returnable commercial containers that do not exceed 55 pounds or 25 kilograms per container. The use of a plastic shrink-wrap to secure items to the pallet shall be minimized.

5. SHELF LIFE REQUIREMENTS: Unless otherwise specified in this agreement, products shall be delivered with not less than one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining. If the supplies delivered DO not have the minimum number of days of shelf life remaining as set forth in this agreement, the government shall have the right to reject and/or require replacement.

6. TEMPERATURE REQUIREMENTS: Unless otherwise specified in this agreement, all perishable products shall be delivered between 32^{o}F-41^{o}F (0^{o}C-5^{o}C) for chilled and 0^{o}F (-18^{o}C) or below for frozen. Temperatures shall be checked between the primary container and the outer container to reduce product damage. If a discrepancy is suspected, internal temperature shall be checked prior to rejection or acceptance of the products.

7. REJECTED ITEM: Any item recommended for rejection by the U.S. Army Veterinary Representative or receiving activity shall be annotated on the invoice or delivery receipt. The Contracting Officer Representative shall negotiate on price adjustment for quality or short shelf life defect as requested by receiving activity based on the U.S. Army Veterinary Representative inspection results. Replacements shall be coordinated with the Contracting Officer Representative as requested by the receiving activity.

8. FOREIGN ORIGIN PRODUCTS: Foreign establishments DO not have to be Directory listed if the prepackaged finished items they produce are imported by distributors or brokers into the continental United States, Hawaii or Alaska for sale to U.S. Armed Forces. This exemption Does not apply to establishments importing food directly into the U.S. territories of American Samoa, Guam, or the Mariana Islands without entering the continental United States, Hawaii or Alaska.

9. CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD: See Appendix A below.

SECTION II. QUALITY ASSURANCE PROVISIONS BY ITEM

1. DAIRY PRODUCTS:

a. Milk products shall be from approved sources and meet the raw, pasteurized, bacteriological and chemical requirements of the United States Public Health Service (USPHS) Publication 229 (Grade A Pasteurized Milk Ordinance). Frozen deserts and novelties shall be from approved sources in accordance with applicable military or local specifications or in the absence of applicable specifications, good manufacturing practice. Bacteriological and chemical testing may be accomplished at origin or destination. The U.S. Army Veterinary Representative shall submit non-conforming results to the Contracting Officer and provide a copy furnished to the contractor with a letter of explanation. The letter shall inform the contractor that unreliable quality controls may result in suspending further deliveries in accordance with NAVSUPINST 4355.6A/AR 40-70. NAVSUPINST 4355.6/AR 40-70 sets forth the microbiological testing program and suspension procedures for dairy products.

b. Temperature on delivery: Fresh dairy products shall be delivered between 32°F and 41°F (0°C and 5°C). Frozen products shall be delivered at 0°F (-18°C) or below.

c. Cheese Related Products:

(1) Soft cheeses such, as mozzarella, natural provolone, cream cheese, and etc., shall be delivered between 32°F and 41°F (0°C and 5°C).

(2) Hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, etc., shall be delivered between 32°F and 50°F (0°C and 10°C).

2. FRESH FRUITS AND VEGETABLES (FF&V): See Appendix A.

a. All FF&V shall be freshest product available. FF&V shall have eye appeal and shall be a minimum of 90% free from quality defects and 100% free of decay or loss. The Contracting Officer Representative shall negotiate a downward price adjustment for quality defects based on the U.S. Army Veterinary Representative inspection results and confirmed by receiving activity.

b. FF&V shall be delivered in an enclosed vehicle, equipped to maintain the temperature required for the type of FF&V. Mixed loads of FF&V shall be between 35°F and 55 °F (2°C and 12°C).

c. FF&V such as bananas that are sensitive to ethylene oxide shall not be palletized and wrapped with items that are ethylene oxide producers such as apples. Plastic wrapped around the product inside the boxes shall be removed to allow air circulation.

d. Fresh mushrooms shall not be packaged airtight. Packages that are wrapped in plastic shall have air hole cut into plastic 1/8 inch in diameter or larger.

e. FF&V such as bananas, potatoes and onions that are sensitive to chill damage shall be delivered without refrigeration or not less than 56 °F (14°C). FF&V delivered in an open flatbed vehicle shall be protected with a tarp.

f. For repacked FF&V, the recycled boxes shall be clean and odorless; weigh not more than 45 pounds, (20 kilograms); labeled with the name and weight of the item on two adjacent sides of the box and legibly handwritten or printed.

FROZEN MEAT AND POULTRY

a. Unless otherwise requested, all frozen meat and poultry products must be USDA inspected or USDA certified. They must be listed in one of the following publications: "Meat and Poultry Inspection Directory", or "Directory of Sanitarily Approved Food Establishment for U.S. Armed Forces Procurement. ".

b. Temperature at delivery shall be 0°F (-18°C) or below. If the product is frozen to the point that a bimetallic thermometer cannot be pushed into the product and there does not appear to be significant surface thawing or crystallization the product shall be considered acceptable. These factors shall be considered due to the lack of proper equipment for drilling frozen item.

c. Age at delivery in the frozen state:

(1) Beef shall be delivered no more than 12 months after the date of pack.

(2) Poultry shall be delivered no more than 12 months after the date of pack.

(3) Pork shall be delivered no more than 12 months after the date of pack.

(4) Lamb and veal be delivered no more than 12 months after the date of pack.

NOTE: If the manufacture, slaughter or expiration date is stamped, not embossed on the box, the Health Certificate from origin shall be available for verification by the inspecting U.S. Army Veterinary Representative.

4. FROZEN WATERFOODS:

a. Temperature at delivery 0°F (-18°C) or below and shall be checked using the guidance reference previously in paragraph II.3.a.

b. Age at delivery in the frozen state:

(1) Seasonal packed items shall be delivered no more than 12 months after the date of pack.

(2) Oysters shall be delivered within 6 months of shucking/freezing.

(3) Shrimp shall be delivered within 180 days, of packaging/freezing.

General Guidance: All items shall be delivered in excellent condition, practically free of parasites, and show no evidence of mishandling.

SHELL EGGS:

a. Shell eggs shall be cleaned and free of damage (broken, cracked, leaker, etc.,). The U.S. Army Veterinary Representative shall recommend rejection of eggs with excessive dirt or feces.

NOTE: A small quantity of dirt is allowed on eggs delivered from plants that are only approved for unwashed eggs, small defined as having relatively little size or slight dimension.

b. Fresh shell eggs delivered directly from the farms within 48 hours of production may be delivered in unrefrigerated vehicles that are covered. The vehicles must meet all the requirements listed in Section I, par. 2. Boxes shall be marked with the date of production with the vendor’s name and address.

c. Chilled fresh shell eggs that are procured from food distributors shall be delivered in refrigerated vehicles and shall be delivered within 15 days from the date of packaging. Internal temperature of eggs at delivery must be 41°F (5°C) or below.

6. BAKERY PRODUCTS:

a. Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined.

b. Bakery products shall be delivered within 48 hours from the date of production. Frozen bakery products shall be delivered within 6 months from the date of production, (SL 12 months), and in a refrigerated truck with a temperature of 0°F (-18°C).

SECTION III. SPECIFIED ANCHORAGE DELIVERIES

1. Due to the special circumstances associated with anchorage deliveries, the following exceptions are authorized, but shall not relieve the contractor or the BPA holder of any other requirements in the Quality Assurance Provisions unless specifically listed below:

a. Dairy products may be delivered in non-refrigerated containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. When a refrigerated unit is not used, the dairy products shall be packed in special containers that hold multiple units of product (bi-wall/tri-wall boxes), with dry ice based on the product weight to maintain internal temperature of 41°F (5°C). The special container shall be packed to allow air circulation within. Dairy products shall be given the highest priority for loading/off-loading upon receipt.

b. FF&V may be delivered in unrefrigerated containers in the most expeditious manner to ensure the least amount of exposure to high temperatures.

c. Miscellaneous frozen products may be delivered in non-freezer containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. Frozen items shall be packed with dry ice based on the product weight to maintain frozen state. The special container shall be packed to allow air circulation within. Although slight temperature deviations may occur, proper packaging and sufficient quantities of dry ice shall preclude excessive temperature deviations and thawing. Any item showing sign of thawing shall be rejected.

2. Although special considerations are authorized in anchorage deliveries, no exceptions have been authorized or shall be accepted for reduced sanitary standards, including the sanitation of the vehicles, boats, and shipping containers. The reuse of containers to transport products with dry ice is authorized as long as the container is sanitary and serviceable.

3. No deviations to these Quality Assurance Provisions are authorized without prior written approval from the Contracting Officer and U.S. Army Veterinary Representative. Deviations shall be granted prior to quotes being accepted and only for the particular delivery in question.

APPENDIX A, PERISHABLE FOODS)

The following are requirements that apply to this contract:

PERISHABLE SUBSISTENCE COMPATABILITY GROUPS
(Extracted From DLAM 4145.12/ TM 38-400, April 1994)

Group 1

Temperature: 32° to 34°F (1° to 1°C).
Relative humidity: 90 to 95 percent.
Atmosphere: Normally used on berries and cherries only -10 to 20 percent CO_2.
Ice: Never in contact with commodity.

Note: Most members of this group not compatible with Group 6a or 6b because ethylene production by Group 1 can be high, and thus harmful to members of Group 6a or 6b.

Apples (except those varieties listed in Group 3)
Apricots
Berries (except cranberries) Cherries.
Figs (not with apples, danger of odor transfer to figs; also see Group 6a)
Grapes (not fumigated with surfer dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages).
Peaches
Pears
Persimmons Plums and Pomegranates
Quinces

Group 2

Temperature: 55^{o} to 65^{o}F(13° to 18°C)
Relative humidity: 85 to 95 percent.
Ice: Never in contact with commodity.
Avocados
Bananas
Eggplant {also see Group 5)
Grapefruit [1]
Guava
Limes
Mangoes
Muskmelons, other than cantaloupes
Casaba
Crenshaw
Honey Dew
Persian
Olive, fresh
Papayas
Pineapples {not with avocados, danger of avocados' odor absorption)
Tomatoes, green
Tomatoes, pink {also see Group 4)
Watermelons (also see Group 4 and 5)

Group 3

Temperature: 36° to 41°F (2°to 5°C).
Relative humidity: 90 to 95 percent: cantaloupes about 95 percent.
Ice: In contact with cantaloupes.
Apples (Grimes Golden and Jonathan (both, certain areas), Yellow Newton (California) and Mclntosh
Cantaloupes
Cranberries
Lemons [1] (use 50 to 55°F for more than a month)
Lychees (also see Group 4)
Oranges 1(Florida or Texas)
Tangerines

Group 4

Temperature: 40° to 45°F (4° to 7°C): beans 38° to 42°F (3° to 6°C).
Relative humidi1y: About 95 percent
Ice: Never in contact with commodity.
Beans snap
Lychees (also see Group 3)
Okra
Oranges [1] (California or Arizona)
Pepper; green (not with beans)
Pepper, red (if with green peppers, temperature adjusted toward top of range)
Squash, summer
Tomatoes, pink (also see Group 2)
Watermelons (also see Groups 2 and 5)

Group 5

Temperature: 50° to 55°F (10° to 13°C): ginger not below 55°F.
Relative humidity: 85 to 90 percent.
Ice: Never in contact with commodity.
Cucumbers
Eggplant (also see Group 2)
Ginger (not with eggplant, also see Group 7)
Potatoes (late crop)
Pumpkin and Squashes, winter
Watermelon (temperature adjusted for other members of the group; also see Groups 2 and 4),

Group 6a

This group, except for figs, grapes and mushrooms, is compatible with Group 6b
Temperature: 32° to34°F (0° to 1°C)
Relative humidity: 95 to 100 percent.
Ice: Never in contact with asparagus, figs, grapes, and mushrooms
Artichokes
Asparagus
Beefs, red
Endive and escarole
Figs (also see Group 1)

Grapes (not furnished with sulfur dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages)
Greens
Leek (not with figs or grapes)
Lettuce
Mushrooms
Parsley
Parsnips
Peas
Rhubarb
Salsity
Spinach
Sweet Corn
Watercress

Group 6b

This group is compatible with Group 6a, except for figs, grapes and mushrooms.
Temperature: 13°to 13°F (0° to l°C)
Relative humidity: 95 to 100 percent
Ice: Contact acceptable for all
Broccoli
Brussels sprouts
Cabbage
Cauliflower
Celeriac
Celery
Horseradish Kohlrabi
Onions green (not with rhubarb. Figs, or grapes; probably not with mushrooms or sweet corn)
Radishes
Rutabagas
Turnips

Group 7

Temperature: 5° to 65°F (13° to 18°C)
Relative humidity: 85 to 90 percent.
Ice: never In contact with commodity.
Ginger (also see Group 5)
Potatoes, early crop (temperatures adjusted for others)
Sweet Potatoes

Group 8

Temperature: 32°to 34°F (0° to 13°C)
Relative humidity: 65 to 70 percent.
Ice: never in contact with commodity.
Garlic
Onions dry

[1] Citrus fruits -Biphenyl fungicide may impart off odors to other commodities

The above information was extracted from Lipton, W.J. and J. M. Harvey, Compatibility of Fruits and Vegetables During Transport in Mixed loads, US Department of Agriculture Research Service, ARS51- 48 (September 1972).

Appendix B - CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD

Microbiological criteria for dairy products[1,2]

Product(s)	Standard Plate Count (SPC) (See notes 3&4)	Coliform count (See note 4)	combined yeast and mold count (See note 4)	Preliminary incubation count (See note 5)
Aseptically processed and packaged Milk and milk products	0 per ml (See notes 6&7)		0 per ml (See note 6)	0 per ml (See note 6)
Buttermilk and acidophilus milk			10 per gram	
Cottage cheese			10 per gram	10 per gram
Cream, sour cultured			10 per gram	10 per gram
Grade A pasteurized milk and milk products	20,000 per ml		10 per ml	200,000 per ml
Ice cream products, flavored, fruit and / or nuts	50,000 per gram		20 per gram	
Ice cream products, vanilla and plain flavored	50,000 per gram		10 per gram	
Frozen dessert mix:				
Vanilla flavor	50,000 per gram		10 per gram	10 per gram
other flavors	50,000 per gram		20 per gram	10 per gram
Yogurt, chilled			10 per gram	
Yogurt, frozen, plain			10 per gram	
Yogurt, frozen, flavored			20 per gram	
Yogurt, soft serve mix			10 per gram	

Notes:

1. Phosphates as specified in the PMO.
2. Products shall be free of antibiotic or pesticide residues or below the action levels established for such residues by the applicable Federal Regulatory Agency. Antibiotic residue testing shall be by the method described in the PMO. Examinations and test to detect adulterants, including pesticides, shall be conducted by methods recognized by the applicable Federal regulatory agency.
3. Not applicable to cultured products.
4. All counts are maximum allowed standards.
5. Samples must be received within 72 hrs of pasteurization. Preliminary incubation test is used as a determination of keeping quality.
6. Nonconformance's will be considered an imminent health hazard.
7. Either aerobic or anaerobic SPC.

Microbiological criteria for Environmental Swabs[1,2]

ATP (RLU) Counts	Aerobic Plate Count (APC)	Coliform Count
Environmental swab See Note 3	100 per 50 sq cm	10 per 50 sq cm

Notes:
1. Microbiological counts can be used as an index for evaluating the sanitation status of processing equipment and the facility.
2. All counts are maximum recommended limits.
3. Relative Light Units (RLU) are directly correlated to log cfu/sq cm . RLU maximum tolerances are dependent upon the manufacturer of the ATP bioluminescence reader. Follow manufacturer's instructions for RLU limits.

Microbiological criteria for Fish, fresh or frozen, including shellfish		
Counts[4]	m	M
Aerobic Plate Count (APC)	5,000 per gram	1,000,000 per gram
E. coli	10 per gram	500 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Vibrio parahaemolyticus [1]	10 per gram	100 per gram
Vibrio vulnificus[2,3]	Zero (0) Tolerance	
Salmonella[2]	Zero (0) Tolerance	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Used for oysters and fish designed to be consumed raw.
2. No viable pathogen in a 25 gram sample.
3. Limit is established as non-detectable depending on method used and detection limit.
4. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Fruit Juice, Fresh or Frozen				
	Standard Plate Count (SPC) [3]		Coliform count	Combined Yeast and Mold count
Product(s)	m	M		
Aseptically processed juice[1]	0		0	0
Pasteurized Juice[2]		20,000 per ml	20 per ml	200 per ml
Non-Pasteurized Juice[4]	50,000 per ml	100,000 per ml		

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Must be labeled as aseptically processed and process must be verified.
2. Must be labeled as pasteurized.
3. Plate count limits for juices, except for aseptically processed juice, are used as a quality indicator and may assist in determining keeping quality and/or shelf life.
4. Non-pasteurized juice is not approved for US Armed Forces Procurement.

Microbiological criteria for Kimchee [1,3,4]		
Counts [9]	m	M
Coliform (MPN)	10 per gram	
Clostridium perfringens	100 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Pseudomonas ssp [7]	200 per gram	
Streptococcus ssp [7]	10 per gram	
Listeria monocytogenes[8]	0	
Salmonella ssp[2,8]	0	
Vibrio ssp[5,8]	0	
Salt %	> 2.5/wt	< 3.5/wt
pH	> 4.2	< 4.7
Polygalacturonase [6]	Negative	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. Products containing monosodium glutamate (MSG), nuts or nut oils must be labeled appropriately to reflect potential allergenic contents.
2. Only for varieties containing meat or poultry, sprouts, watercress or melon.
3. Varieties of Kimchee include, but are not limited to: Vegetables: winter, spring, cucumber, wrapped, Yolma, Chang, radish (Nabak), white (Pak), western-cabbage, pony-tail radish (Chonggak), eggplant, green onion, pumpkin, spinach, leek, green pepper; Chanachi: radish, green pepper, cucumber, garlic cabbage; Kaktagi: radish, radish and oyster Kaktuki; Tong Chimi;: radish tongchimi; Shikhae: chicken, andong, Alaskan Pollock shikhae.
4. All Kimchee products must be delivered and stored refrigerated with a definitive shelf life marked on each container.
5. Only for varieties containing fish or seafood ingredients.
6. Polyglacturonase activity is an indicator of overripening and spoilage, inferring the possible presence of Bacillus subtilus, Saccaromyces fragilis, Candida pseudotropicalis, Oospora lactis, Asperfillus ssp., and Penicillium ssp.
7. Excessive acidification may be due to high counts of these organisms; this is an indicator of very poor quality product.
8. Zero tolerance pathogens.
9. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Retail Ground Beef, Beef Trimmings, Ground Pork , Poultry (Chilled or Frozen)		
Counts	m	M
Aerobic Plate Count (APC)	100,000 per gram	1,000,000 per gram
Fecal Coliform	50 per gram	500 per gram
Total coliform	100 per gram	1,000 per gram
E. coli	10 per gram	< 110 per gram
Coagulase Positive Staph	<100 per gram	500 per gram
Salmonella species	Zero (0) Tolerance[1]	
E.coli O157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.

Microbiological limits for Sandwiches, Prepared Salads and Spreads, Bagged Salad, and Cut Vegetables [4]		
Counts[3]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli most probable number (MPN)	3 per gram[2]	10 per gram
Coliform (fecal)	10 per gram	100 per gram
Yeast and mold count	200 per gram	1,000 per gram

Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Campylobacter jejuni	Zero (0) Tolerance[1]	
Salmonella species	Zero (0) Tolerance[1]	
Listeria moncytogenes	Zero (0) Tolerance[1]	
E. coli 0157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that "M" are of marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. No viable pathogen in a 25 gram sample.
2. < 10 per gram if using 3M Petri Film for E. coli counting.
3. Products may not be examined for all microbial characteristics as listed above. Contact laboratory if specific tests are required.
4. Tuna, chicken, ham and egg salads are tested the same, regardless whether on bread or submitted in tubs, buckets or other retail containers.

Microbiological criteria for Soft Serve Ice (cream) Milk and Soft Serve Yogurt at the retail/user level[2]

Counts	m	M
Standard plat count [1]	50,000 per gram	250,000 per gram
Coliform	10 per gram	100 per gram
Combined Yeast & Mold		100 per gram

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
Standard Plate Count (SPC) does not apply to yogurt products.
Soft serve and Yogurt machines.

Microbiological limits for Tofu

Counts[2]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram coli (MPN)
<3 per gram	10 per gram	
Staphylococcus aureus	100 per gram	1000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
Yersinia entercoliticus[1]	Zero (0) Tolerance[1]	

Legend:
m =values above this level, but below that of M are marginal microbiological quality.

M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. Products may not be examined for all microbial characteristics as listed above.

Microbiological and Chemical criteria for Bottled Water[1] and Vending Machine Water[2] and Ice		
Counts	m	M
Coliform	0 per 100 ml	
Coliform (bottled water)	0 per 250ml	
Heterotrophic Plate Count [5]	1000 per ml	100,000 per ml
Pseudomonas aeruginosa	Zero (0) Tolerance	
Flouride[2]		
Arsenic[2]		
Trihalomethanes[2]		
Chlorine[2]		
Dissolved Solids[4]		
Silver [3]	None Detectable	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Bottled water is tested IAW the specific limits set forth by the Code of Federal Regulations (CFR) and current Environmental Protection Agency (EPA) regulations.
2. Vending machine water requirements are from the Association of Food and Drug Officials Model Code, 1997; Ice standards are derived from the International Packaged Ice Association. These are the minimum tests required for Vending Machine water.
3. Current published regulatory limits apply.
4. Only those machines utilizing silver impregnated carbon filters. Dissolved solids measurements are for vending machines labeled "Purified".
5. Ice and water derived from well water or surface water sources marketed at retail have higher allowable HPC limits. See current guidelines established in the CFR.

Microbiological criteria for Retail/User level Pre-packaged Deli and RTE Products[4]					
Product(s)	APC[3]	Listeria spp.[2]	Salmonella[2]	Coliform[2]	E.Coli O157:H7
Luncheon Meats, frankfurters, Beef, poultry & pork	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance	
Cheese, soft and hard	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Pasteurized, liquid, frozen or Dried egg	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	

Pizza topping (meat & cheese)	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Dried meats sticks, jerky [1]	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance

Notes:
1. Yeast and mold combined count should not exceed 100 /g.
2. No viable pathogen in a 25 gram sample. All counts are maximum allowable limits.
3. See Table Below for APC values in RTE Products.
4. Includes all like type/style products not otherwise listed.

Additional Microbiological limits for Commercial (Food Court Style) RTE Products[2,4]

Counts	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli (MPN)	3 per gram [3]	10 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
E. coli 0157:H7[1]	Zero (0) Tolerance[1]	
Campylobacter jejuni	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. This table is primarily designed for hot food lines.
3. < 10 per gram if using 3M Petri Film for E. coli counting.
4. Products may not be examined for all microbial characteristics when submitted. These values are primarily used when conducting food borne illness investigations and overall quality characteristics.

PART VI - Summary of Directory Listing Requirements

Federal Supply Class (*Note 1)	Listing Required	Listing Not Required
8905 (*Notes 2, 3)	All fish, meat, poultry, and shellfish, including: Buffalo meat. Fish, canned. Fish, fresh or fresh smoked, modified atmospheric packaged. Fish, fresh or frozen, packaged. Herring, pickled. Quail. Rabbits. Salmon, smoked. Squid.	Crabs, live. Crawfish, live. Fish, fresh or frozen, whole and/or eviscerated, head on or off, unscaled, unpackaged. Lobster, live. Shrimp, fresh or frozen, whole or head off.
8910 (*Notes 4, 5)	All dairy foods and eggs, including: Cream, sterilized.	Chocolate drink mix, non-dairy. Powdered dairy mixes.

	Creamer, coffee, dairy.	Toppings, non-dairy.
	Dairy soft serve mixes.	
	Desserts/puddings, frozen.	
	Egg nog, canned.	
	Egg substitutes.	
	Italian ices.	
	Topping, real cream.	
	Yogurt, fresh or frozen.	
8915	All pre-cut pre-packaged minimum processed fresh	All unprocessed fruits and
(*Note 7, 8)	fruits and vegetables.	vegetables.
	Kimchee.	Olives.
	Mushrooms, whole and sliced.	Fruit juices and nectars, shelf
	Salads, non-meat, with or without dressing	stable or frozen concentrate.
	(not USDA listed).	
	Vegetable sprouts.	
	Fruit juices and nectars, refrigerated.	
8920	Bakery and cereal products (baked and unbaked,	All other bakery products,
(*Notes 6, 9)	fresh and frozen), specifically:	including:
	Croissants.	Bagels.
	Doughnuts	Batter mix, dry.
	Egg roll wrappers.	Biscuits, canned.
	Flour and corn tortillas.	Breads, rolls, and buns.
	Wet pasta (noodles).	Cake mix, dry.
	Pastries.	Cakes, unfilled.
	Pies.	Cookie mix, chilled or dry.
	Soft pretzels.	Cookies, unfilled.
	Won ton wrappers.	Crackers.
	Filled bakery items.	Cupcakes, unfilled.
		Dough, frozen or chilled.
		Dumplings, frozen.
		English muffins.
		Flour.
		Fruitcakes.
		Melba toast.
		Muffins
		Pancake batter, frozen.
		Pancake/waffle mix.
		Pasta, dry (noodles).
		Pizza crust.
		Taco shells.
		Toaster pastries.
		Pie crusts, unfilled.
		Waffles, frozen.
8925		All confectionery, nuts, and sugars.
8930		All jams, jellies, and preserves.
8935		Bouillon and soups.
8940	Dietary foods and specialty preparations,	All other dietary and specialty
(*Notes 2, 3, 4, 5, 10)	specifically:	preparations, including:
	Fish, meat, poultry, dairy, egg, and shellfish	Baby formula, canned.
	products.	Chips, nacho or potato.
	Pickled eggs.	Creamer, coffee, imitation (non-
	Frozen dinners.	dairy).
	Pudding novelties, frozen or chilled.	Dips.

	Tofu.	Nacho cheese, canned. Nutri-why. Popcorn. Puddings, canned.
8945		Fats and food oils, including margarine
8950		All condiments and related products, including: Salad dressings. Mexican salsa)
8955		All cocoa, coffee, and tea.
8960	Beverages, nonalcoholic; specifically: Ice. Bottled water.	All other nonalcoholic beverages, including: Dry ice. Fruit drink mix containing no fruit juices.
8965		Non-MRE beverages, alcoholic.
8970 (*Note 2)	MRE food composite packages	Non-MRE composite food packages.
8975		All tobacco products.

*Notes:

1. For complete item listing within each class of the 8900 (subsistence) Federal Supply Class (FSC) Group, refer to Federal Supply Catalog C8900-SL, Stock List--FSC Group 89 Subsistence.
2. Meat and poultry establishments listed in the USDA Meat and Poultry Inspection Directory may serve as sources of meat and poultry items as indicated. These products must bear the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to meat or poultry inspection acts must also be Directory listed for those items.
3. Directory listing is not required for establishments on the Interstate Certified Shellfish Shippers List (ICSSL). Fish, fresh or fresh smoked, modified atmospheric packaged (when distributed in a chill state) must be Packed Under Federal Inspection (PUFI) by the USDC or listed specifically in this Directory. Establishments supplying other fish products must be Directory listed unless listed by the United States Department of Commerce (USDC) in the USDC Approved List of Fish Establishments and Products.
4. Directory listing is not required for shell egg sources listed in the Directory of Grading Offices and Plants Operating Under USDA Poultry and Egg Grading Programs. Establishments listed in the USDA Meat and Poultry Inspection Directory for dried or liquid/frozen egg products may serve as sources for those products, as coded.
5. Establishments having a pasteurized milk compliance rating of 90 percent or higher, certified by a State milk sanitation officer, and listed in the Sanitation Compliance and Enforcement Rating of Interstate Milk Shippers (IMS) List may serve as sources of milk and milk products, as listed. Listing in this Directory is mandatory to serve as a source of other milk and milk products and/or frozen dessert items. Establishments listed in the Dairy Plants Surveyed and Approved for USDA Grading Service may serve as sources of manufactured or processed dairy products as listed by product code. Those operations denoted with "P" codes (packaging and processing) must be Directory listed when providing ungraded manufactured or processed dairy products.
6. Directory listing is not normally required for semiperishable and nonanimal origin ingredient sources for items such as ready-to-eat bakery products and ice cream.
7. Establishments processing ready-to-eat, chilled, and prepared non-meat salads (such as potato, egg, tuna, chicken, turkey, ham, bean, macaroni, or cole slaw) must be Directory listed.
8. Only pasteurized juices are authorized for purchase by the DOD.
9. Directory listing for natural and artificial cream or fruit filled pie crusts, cakes, and cookies is not required if the finished item will not support pathogenic microbial growth.
10. Establishments producing finished products containing less than 3 percent by weight components of animal origin may be exempted from Directory listing by the command publishing this Directory.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00004	02-Apr-2008	N4034507RCSG0034	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-07-D-0012
	X	10B. DATED (SEE ITEM 13) 08-Aug-2007
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) MUTUAL AGREEMENT

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: nyssnk010813798

1. This modification is issued for the following:
   a. P00003 is cancelled in its entirety and replace by Modification No. P00004
   b. Add Lot 4 - All Other Locations in the Mascarene Islands, ports to include Comoros, Reunion, Rodrigues, Cargados Carajos Shoals including the former islands of the Saya de Malha, Nazareth and Soudan Banks excluding Mauritius.
   c. Replace Exhibit A, Section B Schedule of Supplies and Services with the revised attachment.
2. The estimated total contract price is increased by US$13,000 from US$91,735.00 to a new estimated grand total of US$104,735.00.
3. All Other Terms and Conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 02-Apr-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 9

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00003	01-Apr-2008	N4034507RCSG0034	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-07-D-0012
	X	10B. DATED (SEE ITEM 13) 08-Aug-2007
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) MUTUAL AGREEMENT

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: nyssnk010813694

1. This modification is issued for the following:
   a. Add LOT 4 - All Other Locations for the period of performance 1 Apr 2008 through 29 Aug 2008.
   b. Replace Exhibit A, Section B Schedule of Supplies and Services with the revised attachment.
2. The estimated total contract price is increased by US$13,000.00 from US$91,735.00 to a new estimated grand total of US$104,735.00.
3. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 31-Mar-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been modified:
SECTION B1 - OVERVIEW
SECTION B1 - OVERVIEW OF CONTRACT

1. OBJECTIVE

1.1. The objective of this contract is to obtain Husbanding Services for U.S. Navy ships and logistics support services required by U.S. Government organizations and agencies in Mauritius.

1.2. Additionally, the husbanding contractor may be called upon to provide services and supplies in support of exercises and Operations Other Than War (OOTW) within the territorial boundaries and in ports of Mauritius.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) at any berthing or anchoring location in Mauritius.

2.2. The schedule of supplies/services and prices (See Exhibit A.) is sub-divided into lots. Lots may be for individual Ports or they may include several Ports under one (1) lot. For this contract Lot 1 is for Mauritius (Port Louis), Lot 2 is for All Other Ports in Mauritius and Lot 3 is for Operation Other Than War (OOTW) / Contingency Exercise Logistics Support.

2.3. The individual HS items provided under this contract are listed in Exhibit A – Schedule of Supplies and Services. Section B - Schedule of Supplies and Services (referred to as The Schedule) also references this same Exhibit A – Schedule of Supplies and Services. The items are listed as separate Contract Line Item Numbers (CLINs).

2.4. There is also a requirement to assist the ship in obtaining unforeseen additional items relating to husbanding of the ship in port.

2.5. The holder of this contract is a US Navy contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price Requirements contract. The Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services. This clause “DEFINITION OF THE CONTRACTUAL REQUIREMENT” complements the clause herein entitled “REQUIREMENTS (OCT 1995) (FAR 52.216-21).”

4. DURATION OF CONTRACT - This contract is for six (6) months. Also, the contract will include FAR 52.217-8 OPTION TO EXTEND SERVICES clause. The total possible contract duration is twelve (12) months if the six (6) month extension of services is exercised under FAR 52.217-8.

5. CONTRACT USERS

5.1. Mandatory Users – The following types of U.S. Government vessels are mandated to use this husbanding services contract. Ships classification and decriptions are listed in Attachment 1.

- U.S. Navy ships

- Military Sealift Command (MSC), Government-Owned Government Operated (GOGO) vessels
- U.S. Coast Guard vessels

5.2. Optional Users - The following types of U.S. ships are not required to use this contract but may use it if desired. The Contractor is obligated to provide the service or supply at the same rates listed in The Schedule:

- Military Sealift Command Ships (MSC) Government-Owned Contractor-Operated (GOCO) and Contractor-Owned Contractor-Operated (COCO) ships
- U.S. Army Ships
- Department of Defense (DoD) Chartered Ship: These ships usually have their own appointed agent. However, users of this contract are obligated to order the required services listed in the Schedule of Supplies and Services including any Force Protection. Services ordered are "all or none".

5.3. Exceptions: The Government has the choice to use or not use this contract under the following types of situations:

- During U.S. Military Exercises or Operations.
- When Host Nation provided support is available.
- When U.S. Government owned supplies or services are available.
- When ship repair work is being done in conjunction with the Port Visit.
- Ships operating outside the Command and control of the 7th Fleet, or other U.S. Navy Fleets.
- Whenever a fixed price product or service listed in this contract is available at a lower price under a port tariff.

6. MULTIPLE SHIP VISITS - The contractor is required to be able to simultaneously Husband a maximum of 3 ships at one time.

7. ESTIMATED QUANTITIES - The number of ship visits and required services or supplies are only estimates. There is no guarantee that the government will meet or exceed the estimates. The ship is not obligated to use all items in The Schedule.

8. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities, or finally provide it themselves to include subcontractors. The Schedule lists what items are available through HN and Port Authorities.

9. MARK V HIGH-SPEED-INTERCEPTOR-CRAFT (HSIC) - Mark V (HSIC) Special Operations Craft may be in port or in the direct vicinity for up to 90 days conducting operations. The Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and Management fees will be based on the total fee for the pair of boats. Attachment 1 – Classification of Ships, provides details.

10. LONG TERM SHIP VISITS

10.1. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit. During the period of reduction, the Contractor is relieved of all husbanding requirements specified by the Contracting Officer, Ordering Officer and / or AGR as unnecessary; and shall continue to provide only those services specifically authorized by the Contracting / Ordering Officer via verbal and /or written modification of the delivery order (CHT, trash removal, potable water etc).

10.2. Unique/Particular Situations:

10.2.1. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within 3 days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back before Tuesday, it will be charged subsequent day fees. If the ship comes back on Tuesday, it will be charged the first day rate).

10.2.2. If a ship comes into port and does not notify the Contractor or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days, subject to the conditions in paragraph 10.2.1. above.

10.3. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong, China SAR and Singapore.

11. SHIPYARDS - U.S. Navy Ships in shipyards may order off this contract without incurring Management Fees.

12. OTHER PERSONNEL - Other U.S. personnel conducting business at locations covered by this contract may order off the contract without incurring Management Fees. These orders do not involve continuous management of husbanding services and maybe for items such as vehicles, phones or other services.

13. ORDERING

13.1. Ordering Items on Contract: Only Authorized Government Representatives (AGR) can place orders against this contract. AGRs for this contract are:

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any FISC Detachment Singapore warranted KO or their authorized representative.

13.2. Short Notice Orders: Occasionally, there may be short notice orders of less than 48 hours, which the Contractor should support if possible. If the Contractor cannot support these requirements, then the AGR may solicit them from other companies.

13.3. Substitutions: Substitution of ordered CLIN shall not be allowed unless authorized and accepted in writing by the AGR and requiring activity. If accepted by the AGR or requiring vessel, substituted CLINs shall only be charged at the rate of the originally ordered CLIN. An example would be if a 20 pax bus was ordered, but was not available and substituted with two 10 pax vans. The Contractor will only be able to charge for one 20 pax bus, not two 10 pax vans. If the requiring activity and AGR agree to rates of the substituted CLINs, then it is not considered to be substitution but a change to the requirement.

13.4. Cancellation of Orders:

13.4.1. Unless otherwise provided herein, in the event an order is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled “Termination for the Government’s Convenience (FAR 52.212-4)”, of the clause entitled “CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS” as negotiated. Any disagreements shall be subject to the Disputes clause in the contract.

13.4.2. In rare cases, when ordering of items requires long lead times, the Government may negotiate cost reimbursement under the Termination for the Government’s Convenience clause as stated above.

13.4.3. In all cases, the Contractor is responsible for taking all necessary steps to mitigate any damages or termination costs on behalf of the U.S. Government.

14. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English. All electronic communication between visiting vessels and contractor shall be copied to FISC Detachment Singapore Contracting Officer and Logistic Support Representative. This is to ensure oversight and assistance to either party as required.

15. STANDARDS FOR PROFESSIONAL SERVICES

15.1. The Contractor shall bring to the Navy the highest level of commitment to customer satisfaction including the timely delivery of goods and services at fair and reasonable prices to ships making port visits; continuous oversight of costs and performance throughout the areas covered by this contract; and, meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. To this end, the Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning cost and performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Services Officers and the U.S. Government.

15.2. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

15.3. The Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

15.4. The Contractor is responsible for ensuring that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

15.5. The Contractor will ensure that subcontractors comply with these requirements.

16. HEIGHTENED VIGILANCE

16.1. The Contractor has an obligation to be alert at all times in order to contribute to the protection of the ship and its crew. The Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The Contractor also has an obligation to report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

16.2. The Contractor will fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the Contractor will identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The Contractor will arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

17. EQUIPMENT - All vehicles, watercraft, and equipment provided must be in sound mechanical condition, be in compliance with local laws and specifications, meet all local safety standards, and have all required current certifications and insurance.

18. GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM) – In the event that the contractor is required to use government equipment, the Contractor shall be responsible for all loss or damage to, or the destruction of, Government property in its possession. The Contractor shall not be responsible for damage due solely to normal wear and tear.

19. CONTRACT PRICING

19.1. Contract Currency - All contract prices are in U.S. Dollars (US$).

19.2. Fixed Price - Prices are firm-fixed-price per unit and are inclusive of ALL costs.

19.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor perform during normal working hours, overtime for work performed outside normal working hours, weekend hours, holidays, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit. The Contractor shall only charge for actual usage while the vessel is in port.

19.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

19.2.3. Pre-Positioning / Pre-Staging - All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

19.2.4. Repositioning equipment. All repositioning of equipment when required shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

19.2.5. All local Government taxes are included in the unit cost.

19.3. Port Tariff (PT) or other controlled prices - (See Exhibit B - Port Tariffs). Items listed as PT where a port or local government type organization controls the price will be paid at the current published rates. For example, if a port provides the Tug boat then the Contractor can only charge the U.S. Government what was charged for the Tug by the port.

19.4. Time Calculations - Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged.

19.5. Demurrage - Demurrage charges shall only be charged if the Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but was not attended to until 1500 hrs when pumping begins. The contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs). Demurrage charges will be charged as stated in the schedule of supplies and services. This only applies to CLINS that have demurrage charges as sub-CLINs.

20. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

DY	Day
EA	Each
GL	Gallon (3.785 Liters)
HR	Hour
JB	Job

LO Lot
NSP Not Separately Priced
PT Port Tariff
TP Trip

21. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any supply or service.

- CAMELS: See Fenders.

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the year of the contract. The base year is zero (0), the first Option Year is one (1), and the second Option Year is two (2). (For example a base year would be 0XXX, and the first Option Year is 1XXX, and the second Option Year is 2XXX.) The second digit indicates the Lot number. (For example Lot 1 would be X1XX, Lot II would be X2XX) If there are no Lots in the contract then the second digit will be zero. (For example X0XX) The third and fourth digits are the service or supply item number. (For example XX01 is the first item, XX02 is the second item, and so forth.) If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX12 for Force Protection could be divided into XX12AA for Beach Guard Office and XX12AB Dive and Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: A calendar day.

- Delivery Order (D.O.): A delivery order is an order for supplies placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge. Commercial or commonly used self-fendering devices normally consist of car and/or truck tires. These may not be sufficient for U.S. Navy purposes. The Contractor is to inform visiting vessel/s of this fact so that additional Yokohama type pneumatic fenders may be ordered when and if required.

- FORCE PROTECTION (FP). Security measures to protect a ship and their crew from dangerous situations such as terrorist actions. FP includes taking as many steps as possible to deter an attack. The HS contractor is responsible for contract FP items.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL (GFE/GFM): Items fully transferred to the Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Host Nation Government tax is a levy on goods and services made in the local country. The tax rate will vary from with the location. The U.S. Government is usually exempt from host nation Government Taxes.

- HOST NATION (HN): The country, which is being visited by the U.S. ship.

- HUSBAND: To provide all supplies and services requested by a ship during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other contractors work with the ship, assisting with Non-Contract item requests, and generally taking care of all the needs of the ship and personnel on board. It should utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION (MOB & DEMOB):

    - Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

    - Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPARATELY PRICED (NSP): Item that is not separately priced. Example, the cost of CLIN XX35, CRAFT is NSP. The cost of the CRAFT should be factored into the Management Fee.

- POINT OF CONTACT (POC): A designated individual who is responsible for an item and is a single interface. The individual must be knowledgeable of the item and be able to answer questions and make decisions or obtain a decision when required.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples are pilot services, tugs, picket boats, security guards, and potable water. The Contractor has no control over the price and the ship will pay the prevailing rate at the time of service.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- RESERVED: An item not used or not available at time of award of this contract. A “Reserved” item may be “UNRESERVED” at a later time during the duration of the contract when the “Reserved” item becomes commercially available and is required by the Government. Prices shall be competitively negotiated before it is included as a Contract Line Item (CLIN).

- SUPPO: A ship’s Supply Officer. The SUPPO may hold a limited contracting warrant and is authorized to sign contracts and place orders.

22. CONTRACTOR REPRESENTATIVE – The Government shall contact the following Contractor person(s) for prompt contract management:

Name of Individual: _____

Title of Individual: _____

Mailing Address: _____

_____

Tel No: _____

Fax No: _____

Mobile: _____

E-mail address: _____

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	14-Feb-2008	N4034507RCSG0034	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-07-D-0012
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 08-Aug-2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nysmnk02089927

1. This Administrative Modification is issued to clarify and confirm the period of performance is extended for six (6) months from 01 Mar to 31 Aug 2008. This was due to a typographical error in advertently made.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED 14-Feb-2008
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	14-Feb-2008	N4034507RCSG0034	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-07-D-0012
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 08-Aug-2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.217-8, (Nov 1999) (Modified) Option To Extend Services

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nysmnk02089920

1. This modification is issued to extend the performance period of Contract N40345-07-D-0012, Husbanding Services - Mauritius by six (6) months under FAR 52.217-8, (Nov 1999) (Modified) Option To Extend Services.

2. The period of performance is extend by six (6) months from 01 March through 13 Aug 2008.

3. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 13-Feb-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2007 TO 29-FEB-2008	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2007 TO 31-AUG-2008	N/A	N/A FOB: Destination	

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: N4034507RCSG0029

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-07-D-0010	02-Aug-2007		N40345-07-T-0028	07-Jun-2007

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)*

8. OFFER DUE DATE/LOCAL TIME: 10:00 AM 21 Jun 2007

9. ISSUED BY CODE N40345

U.S. FLEET AND INDUSTRIAL SUPPLY CENTER
DET SINGAPORE
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SMALL BUSINESS
  - [ ] HUBZONE SMALL BUSINESS
  - [ ] 8(A)

NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [X] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING 12

14. METHOD OF SOLICITATION
- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE LTD
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE .

SEE SCHEDULE
.
.

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$998,407.83 EST

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE GDMA proposal
- [X] OFFER DATED 21-Jun-2007 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED: 02-Aug-2007

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) CONTRACTING OFFICER

TEL: (b)(6), (b)(7)(C)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section B - Supplies or Services and Prices

OVERVIEW SECTION III

SECTION B1 – CONTINUATION

1. OBJECTIVE

1.1. The objective of this contract is to obtain Husbanding Services for U.S. Navy Ships and logistics support services required by U.S. Government organizations and agencies in India and all other ports in India.

1.2. Additionally, the husbanding contractor may be called upon to provide services and supplies in support of exercises and Operations Other Than War (OOTW) in India.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) at any berthing or anchoring location in India and all other ports in India.

2.2. The schedule of supplies/services and prices (See Exhibit A.) is sub-divided into lots. Lots may be for individual Ports or they may include several Ports under one (1) lot. For this contract Lot I is for Cochin, Lot 2 is for Chennai, Lot 3 is for Mumbai, Lot 4 is for Vasco Da Gama (GOA), Lot 5 is for All Other Ports in India and Lot 6 is for Operations Other Than War (OOTW).

2.3. The individual HS items provided under this contract are listed in Section B2, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).

2.4. There is also a requirement to assist the ship in obtaining unforeseen additional items relating to husbanding of the ship in port.

2.5. The holder of this contract is a US Navy contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT

3.1. This is a Firm-Fixed-Price Requirements contract. The Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services. This clause “DEFINITION OF THE CONTRACTUAL REQUIREMENT” complements the clause herein entitled “REQUIREMENTS (OCT 1995) (FAR 52.216-21).”

4. DURATION OF CONTRACT - This contract is for six (6) months. Additionally, the contract will include FAR 52.217-8 OPTION TO EXTEND SERVICES clause. The possible contract duration is twelve (12) months if the six (6) month extension of services is exercised under FAR 52.217-8.

5. CONTRACT USERS

5.1. Mandatory Users - U.S. Navy ships visiting locations covered under this contract are required to use this contract if HSs are requested (with the exceptions noted below). Ship classifications are listed in Attachment 1.

5.2. Optional Users - The following types of U.S. ships are not required to use this contract but may use it if desired. The Contractor is obligated to provide the service or supply at the same rates listed in The Schedule:

- Military Sealift Command Ships (USNS)

- U.S. Coast Guard (USCG) Ships
- U.S. Army Ships
- U.S. Government personnel conducting business in locations under this contract.
- Department of Defense (DoD) Chartered Ship: These ships usually have their own appointed agent.

However, users of this contract are obligated to order the required services listed in the Schedule of Supplies and Services including any Force Protection. Services ordered are "all or none".

5.3. Exceptions: The Government has the choice to use or not use this contract under the following types of situations:

- During U.S. Military Exercises or Operations.
- When Host Nation provided support is available.
- When U.S. Government owned supplies or services are available.
- When ship repair work is being done in conjunction with the Port Visit.
- Ships operating outside the Command and control of the 7th Fleet, or other U.S. Navy Fleets.
- Whenever a fixed price product or service listed in this contract is available at a lower price under a port tariff.

6. MULTIPLE SHIP VISITS - The contractor is required to be able to simultaneously Husband a maximum of four (8) ships at one time.

7. ESTIMATED QUANTITIES - The number of ship visits and required services or supplies are only estimates. There is no guarantee that the government will meet or exceed the estimates. The ship is not obligated to use all items in The Schedule.

8. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities, or finally provide it themselves to include subcontractors. The Schedule lists what items are available through HN and Port Authorities.

9. MARK V HIGH-SPEED-INTERCEPTOR-CRAFT (HSIC) - Mark V (HSIC) Special Operations Craft may be in port or in the direct vicinity for up to 90 days conducting operations. The Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and Management fees will be based on the total fee for the pair of boats. Attachment 1 provides details.

10. LONG TERM SHIP VISITS –

10.1. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit. During the period of reduction, the Contractor is relieved of all husbanding requirements specified by the Contracting Officer, Ordering Officer and / or AGR as unnecessary; and shall continue to provide only those services specifically authorized by the Contracting / Ordering Officer via verbal and /or written modification of the delivery order (CHT, trash removal, potable water etc).

10.2. Unique/Particular Situations:

10.2.1. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within three (3) days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate

(example: If the ship departs Friday and comes back before Tuesday, it will be charged subsequent day fees. If the ship comes back on Tuesday, it will be charged the first day rate).

10.2.2. If a ship comes into port and does not notify the Contractor or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days, subject to the conditions in paragraph 10.2.1. above.

10.3. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong, China SAR and Singapore.

11. SHIPYARDS - U.S. Navy Ships in shipyards may order off of this contract without incurring Management Fees.

12. OTHER PERSONNEL - Other U.S. personnel conducting business at locations covered by this contract may order off of the contract without incurring Management Fees. These orders do not involve continuous management of husbanding services and maybe for items such as vehicles, phones or other services.

13. ORDERING

13.1. Ordering Items on Contract: Only Authorized Government Representatives (AGR) can place orders against this contract. AGRs for this contract are:

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any FISC Detachment Singapore warranted KO or their authorized representative.

13.2. Short Notice Orders: Occasionally, there may be short notice orders of less than 48 hours, which the Contractor should support if possible. If the Contractor cannot support these requirements, then the AGR may solicit them from other companies.

13.3. Substitutions: Substitution of ordered CLIN shall not be allowed unless authorized and accepted in writing by the AGR and requiring activity. If accepted by the AGR or requiring vessel, substituted CLINs shall only be charged at the rate of the originally ordered CLIN. An example would be if a 20 pax bus was ordered, but was not available and substituted with two 10 pax vans. The Contractor will only be able to charge for one 20 pax bus, not two 10 pax vans. If the requiring activity and AGR agree to rates of the substituted CLINs, then it is not considered to be substitution but a change to the requirement.

13.4. Cancellation of Orders:

13.4.1. Unless otherwise provided herein, in the event an order is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled “Termination for the Government’s Convenience (FAR 52.212-4)”, of the clause entitled “CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS” as negotiated. Any disagreements shall be subject to the Disputes clause in the contract.

13.4.2. In rare cases, when ordering of items requires long lead times, the Government may negotiate cost reimbursement under the Termination for the Government’s Convenience clause as stated above.

13.4.3. In all cases, the Contractor is responsible for taking all necessary steps to mitigate any damages or termination costs on behalf of the U.S. Government.

14. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English. All electronic communication between visiting vessels and contractor shall be copied to FISC Detachment Singapore Contracting Officer and Logistic Support Representative. This is to ensure oversight and assistance to either party as required.

15. STANDARDS FOR PROFESSIONAL SERVICES

15.1. The Contractor shall bring to the Navy the highest level of commitment to customer satisfaction including the timely delivery of goods and services at fair and reasonable prices to ships making port visits; continuous oversight of costs and performance throughout the areas covered by this contract; and, meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. To this end, the Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning cost and performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Services Officers and the U.S. Government.

15.2. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

15.3. The Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

15.4. The Contractor is responsible for ensuring that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

15.5. The Contractor will ensure that subcontractors comply with these requirements.

16. HEIGHTENED VIGILANCE

16.1. The Contractor has an obligation to be alert at all times in order to contribute to the protection of the ship and its crew. The Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The Contractor also has an obligation to report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

16.2. The Contractor will fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the Contractor will identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The Contractor will arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

17. EQUIPMENT - All vehicles, watercraft, and equipment provided must be in sound mechanical condition, be in compliance with local laws and specifications, meet all local safety standards, and have all required current certifications and insurance.

18. GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM) – In the event that the contractor is required to use government equipment, the Contractor shall be responsible for all loss or damage to, or the destruction of, Government property in its possession. The Contractor shall not be responsible for damage due solely to normal wear and tear.

19. CONTRACT PRICING

19.1. Contract Currency - All contract prices are in U.S. Dollars (US$).

19.2. Fixed Price - Prices are firm-fixed-price per unit and are inclusive of ALL costs.

19.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor perform during normal working hours, overtime for work performed outside normal working hours, weekend hours, holidays, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit. The Contractor shall only charge for actual usage while the vessel is in port.

19.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

19.2.3. Pre-Positioning / Pre-Staging - All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

19.2.4. Repositioning equipment. All repositioning of equipment when required shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

19.2.5. All local Government taxes are included in the unit cost.

19.3. Port Tariff (PT) or other controlled prices - (See Exhibit B - Port Tariffs). Items listed as PT where a port or local government type organization controls the price will be paid at the current published rates. For example, if a port provides the Tug boat then the Contractor can only charge the U.S. Government what was charged for the Tug by the port.

19.4. Time Calculations - Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged.

19.5. Demurrage - Demurrage charges shall only be charged if the Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but was not attended to until 1500 hrs when pumping begins. The contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs). Demurrage charges will be charged as stated in the schedule of supplies and services. This only applies to CLINs that have demurrage charges as sub-CLINs.

20. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

BN Bin

CHT	Collection, Holding Transfer Sewage Removal and Disposal
CB M	Cubic Meter Bin
CISF	Central Industrial Security Force
DAO	Defense Attaché Officer
DY	Day
EA	Each
GL	Gallon (3.785 Liters)
GRT	Gross Registered Ton
HR	Hour
IDD	International Direct Dialing
IN	Indian Navy
JB	Job
LO	Lot
LB	Pound
MTR	Meter
MIN	Minimum
MAX	Maximum
MO	Month
MT	Metric Ton
NSP	Not Separately Priced
OOTW	Operations Other Than War
PAX	Passenger
PK	Package
PT	Port Tariff
QTY	Quantity
TP	Trip
TBD	To be Determined
SHIFT	Per Shift

21. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any supply or service.

- CAMELS: See Fenders

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the year of the contract. The base year is zero (0), the first Option Year is one (1), and the second Option Year is two (2). (For example a base year would be 0XXX, and the first Option Year is 1XXX, and the second Option Year is 2XXX.) The second digit indicates the Lot number. (For example Lot 1 would be X1XX, Lot II would be X2XX) If there are no Lots in the contract then the second digit will be zero. (For example X0XX) The third and fourth digits are the service or supply item number. (For example XX01 is the first item, XX02 is the second item, and so forth.) If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX12 for Force Protection could be divided into XX12AA for Beach Guard Office and XX12AB Dive and Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: A calendar day.

- Delivery Order (D.O.): A delivery order is an order for supplies placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge. Commercial or commonly used self-fendering devices normally consist of car and/or truck tires. These may not be sufficient for U.S. Navy purposes. The Contractor is to inform visiting vessel/s of this fact so that additional Yokohama type pneumatic fenders may be ordered when and if required.

- FORCE PROTECTION (FP). Security measures to protect a ship and their crew from dangerous situations such as terrorist actions. FP includes taking as many steps as possible to deter an attack. The HS contractor is responsible for contract FP items.

- GARBAGE: See Attachment 1 – Refuse Definitions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL (GFE/GFM): Items fully transferred to the Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Host Nation Government tax is a levy on goods and services made in the local country. The tax rate will vary from with the location. The U.S. Government is usually exempt from host nation Government Taxes.

- HOST NATION (HN): The country, which is being visited by the U.S. ship.

- HUSBAND: To provide all supplies and services requested by a ship during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other contractors work with the ship, assisting with Non-Contract item requests, and generally taking care of all the needs of the ship and personnel on board. It should utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION (MOB & DEMOB):

  - Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

  - Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPARATELY PRICED (NSP): Item that is not separately priced. The CLIN for CRAFT should be factored into the Management Fee. The NSP CLIN is used to administratively order any unpriced items in accordance with the pricing rationale in paragraph refer to Section C (SOW), Arranging Supply and Services.

- POINT OF CONTACT (POC): A designated individual who is responsible for an item and is a single interface. The individual must be knowledgeable of the item and be able to answer questions and make decisions or obtain a decision when required.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples are pilot services, tugs, picket boats, security guards, and potable water. The Contractor has no control over the price and the ship will pay the prevailing rate at the time of service.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- RESERVED: An item not used in this contract. A "Reserved" item is an item that can be ordered when required but currently not available.

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and is authorized to sign contracts and place orders.

- TRASH: See Attachment 2 – Refuse Definitions.

22. CONTRACTOR REPRESENTATIVE – The Government shall contact the following Contractor person(s) for prompt contract management:

Name of Individual:	LEONARD G. FRANCIS	(b)(6), (b)(7)(C)
Title of Individual:	MANAGING DIRECTOR	
Mailing Address:	15D PANDAN ROAD SINGAPORE 609266	15D PANDAN ROAD SINGAPORE 609266
Tel No:	(65)62727937	(b)(6), (b)(7)(C)
Fax No:	(65)62707240	
Mobile:	(65)9798-3155	
E-mail address:	Leonard@glennmarinegroup.com / (b)(6), (b)(7)(C)@glennmarinegroup.com glenncom@glennmarinegroup.com / glenncom@glennmarinegroup.com	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001		1	Lot	$998,407.83	$998,407.83 EST

Husbanding Service India
FFP
See Exhibit A for a complete listing of all CLINS and SUBCLINS for this CLIN. The period of performance of this contract shall be for six months with an option to extend the period of performance of services up to a maximum of six months.

This solicitation is issued using the Simplified Acquisition Procedures (SAP) Test Program as authorized by FAR PART 13.5 for Commercial Items.
Price excluding Port Tariff for LOT 1 through LOT 6 is US$913,170.00
Price including Port Tariff for LOT 1 through LOT 6 is US$998,407.83
FOB: Destination
PURCHASE REQUEST NUMBER: N4034507RCSG0029

ESTIMATED NET AMT	$998,407.83 (EST.)

ACRN AA $998,407.83
CIN: 00000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
9000					

Exhibit A - ELIN's
FFP
FOB: Destination
PURCHASE REQUEST NUMBER: N4034507RCSG0029

ESTIMATED NET AMT	$0.00

Section C - Descriptions and Specifications

STATEMENT OF WORK (SOW)

TASKS: The Contractor shall perform the following tasks when ordered by an AGR.

1. **MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 2 – Classifications of Navy Ships)**

1.1. PRE-ARRIVAL HUSBANDING DUTIES

1.1.1. The Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The Contractor shall order requested services and supplies.

1.1.3. Pre-arrival CRAFT Cost Estimate - The contractor shall furnish to each ship and FISC Det Singapore Contracting Officer a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated quantities and prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship’s arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated “additional” costs.

1.1.4. These estimates shall be provided for all US Navy, Military Sea-lift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the Husbanding Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché’ at the U. S. Defense Attaché Office.

1.1.6. The Contractor shall prepare and stage all required supplies and equipment prior to the ship’s arrival. Staging may be as required by each location.

1.1.7. The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

1.1.8. The Contractor shall assist the ship’s Advance Party to include planning and coordination meetings.

1.2. POST-ARRIVAL HUSBANDING DUTIES

1.2.1. The Contractor shall Husband the ship when at the berthing location.

1.2.2. The Contractor shall install all equipment upon ship arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The Contractor shall brief the designated ship representative about Contractor provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. Also, the contractor will provide their POC information with 24-hour contact phone numbers.

1.2.5. The Contractor shall provide the SUPPO upon ship's arrival a copy of The Schedule and SOW, applicable port tariffs and current prices for frequently ordered services such as laundry services and vehicle rental.

1.2.6 Money Exchange Services

1.2.6.1. Moneychangers: The Contractor shall arrange for authorized moneychangers to exchange ship personnel U.S. dollars with local currency. Exchange services onboard ship shall be made available to crewmembers at least two hours daily with buy back service on the day before the ship's departure. The moneychangers may include a nominal commission of no more than plus or minus 1.5% difference from the Official Rate as stated below.

1.2.6.2. The Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. This Official Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.7. Laundry Services:

1.2.7.1. The Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure.

1.2.7.2. The Contractor shall assist in resolving vendor billing discrepancies.

1.2.8. RESERVED – (Interpreter Services)

1.2.9. Mail Delivery Service: The Contractor shall provide mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

1.2.10. Moral Welfare and Recreation (MWR) Services:

1.2.10.1. The Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) contractor servicing the ship.

1.2.10.2. If an ITT contract has been awarded which covers India then the HS Contractor must refer all MWR requests to the authorized ITT contractor. If awarded, the ITT contractor is the U.S. Navy's sole representative for this service. Only MWR may sell, offer, offer to sell, or collect a fee for booking or providing accommodation, tours, travel, recreation or entertainment to the ship's crew. Under no circumstances will the Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

1.2.11. Passing Ship's Orders: The Contractor shall coordinate and pass orders, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts. This service includes all necessary actions to facilitate the acceptance of supplies or services ordered under Government contracts. The HS Contractor shall also arrange for these contractors invoicing and payments by the ship. The HS contractor must have a mutual agreement with the other contractors to perform these services for them. Any disputes or discrepancies arising from the order will be resolved directly between the ship and the other contractor(s) with assistance from the HS Contractor and FISC Det Singapore.

1.2.12. Customs & Immigration: The Contractor shall assist ship personnel with immigration and customs requirements into their country. This includes providing Visa and Customs application forms. The Contractor shall contact the FISC Det Singapore prior to arrival to ascertain how many personnel will require assistance.

1.2.13 The Contractor shall facilitate the ship's timely departure.

1.2.13.1 The Contractor shall provide a timely cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.13.2. The Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided.

1.2.13.3. The Contractor shall remove all provided equipment.

1.3. ARRANGING SUPPLIES AND SERVICES

When requirements exist for items not priced in the Schedule of Supplies and Services, the Contractor shall assist the Supply Officer of the vessel in obtaining information from, and delivering information to, reliable sources for these items by identifying responsible sources, performing market surveys, providing pricing information from at least three sources whenever feasible, and delivering Government orders. In obtaining or delivering this information, the Contractor shall inform the potential sources that it is solely obtaining and delivering information for the U.S. Navy, and is not entering into any contractual commitment. The information obtained shall be submitted to the ship's Supply Officer and courtesy copy to FISC Det Singapore Contracting Officer who shall issue appropriate contractual documents. The Contractor shall deliver to the vendor the Supply Officer's or Contracting Officer's order to purchase the supplies or services. This order shall be in writing (facsimile and electronic transmission included) and signed by the Supply Officer or Contracting Officer specifying the price, item(s), quantity, and delivery requirements of the order. The Contractor shall facilitate receipt of the items by the ship. The Contractor is not required to arrange unofficial requirements or personal requests from individual crewmembers. In certain cases (i.e. Fuel, FFV, Bread and Eggs) the Contractor shall use the SOWs furnished herein when arranging supplies and services.

In the event the above process cannot be followed by the Supply Officer, the Contractor is still responsible for promoting competition to the maximum extent practicable to obtain supplies and services from the source whose offer is the most advantageous to the Government. In addition, if the supply or service required is greater than $3,000, the Contractor shall provide information on the results of competition conducted by providing: name of the sources contacted, amount of each offer received (indicating the items ordered, quantity, unit price and total price) and rational for decision. This information must be provided to FISC Det Singapore Contracting Officer during the ship visit or no later than 7 days after the ship's departure from the visited port. The Contractor's responsibility to promote competition as indicated in this paragraph will be evaluated based on the criteria established in Section B, Overview, paragraph 15, Standards for Professional Service; sub-paragraph 15.1 and 15.2.

No later than 60 days after contract award, the Contractor is required to submit written policy and procedures on Arranging Supplies and Services (to include purchasing procedures). The Contracting Officer will review the plan for acceptability, and may require revisions to the policy. When the Contracting Officer deems the written policy and procedures acceptable to the Government, the Contracting Officer will approve the plan.

1.4. FRESH FRUITS AND VEGETABLES (FF&V), BREAD, EGGS, AND OTHER SUBSISTENCE ITEMS

1.4.1. When requested by the ship, the Husbanding Contractor shall assist in arranging for the timely provision of FFV, Bread and Eggs and other subsistence items. FFV shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using nightsoil; 2) Shall be free of pest and insect infestation; and 3)

Shall be fresh yet not overripe. Bread and Eggs must be in accordance with Attachments 9 and 10. The Husbanding Services Contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars (Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Any delivery charges shall already been part of the price and should not be shown separately.

1.4.2. In all cases where the total cost of FFV and subsistence items received by a ship exceeds $10,000.00 for a port visit, the Contractor, in addition to the CRAFT reports, shall submit a report via e-mail to FISC Det Singapore within ten (10) days after the visit. The report shall provide a breakdown of the FFV and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the Contractor shall provide copies of all quotes obtained.

1.4.3. The Husbanding Contractor is responsible for ensuring that the sources recommended to the ship's SUPPO for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Detachment, Europe. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection is provided as Attachment 11.

1.4.4. Husbanding Contractors shall consider this requirement for inspection of sources when recommending or selecting suppliers of subsistence items. Under no circumstances should the Contractor recommend or offer for acceptance subsistence items from non-approved sources. For inspection of new facilities, the U.S. Army Veterinary requires 90 days advance notice.

1.4.5. The Contractor shall comply with the Quality Assurance Provisions as per Attachment 10.

1.5. PRE-SAILING VISIT: The Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor's best estimate and an adjustment will be made later.

1.5.1. The payment will be made by the ship prior to departure from the port. If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Officer, U.S. Navy Region Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury check. The Contractor must accept the U.S. Government commercial purchase card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPC is the Mastercard. If a ship uses a U.S. Government credit card, the ship shall reimburse the Contractor any surcharge imposed by the financial institution processing the credit card transaction. The applicable credit card surcharge cannot exceed three (3) percent. Upon award of contract, the Contractor shall provide evidence furnished by the Financial Institution of the credit card surcharge.

1.5.2. The Contractor shall also provide any invoices for port tariff items which have been completed for certification by the ship's Supply Officer.

1.5.3. Copies of all invoices presented to the ship shall be provided to FISC Det Singapore Contracting Officer within 5 working days from the departure of the visiting vessel.

1.5.4. The Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for this information shall be the Command Duty Officer, Supply Officer, or his designated representative.

2. OPERATIONS OTHER THAN WAR (OOTW) AND CONTINGENCY EXERCISE/ LOGISTIC SUPPORT FEES (LOT 6) (CLIN XX36)

2.1. Operations Other Than War (OOTW), sometimes referred to as "contingencies", are defined as emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. In addition to rescue and humanitarian relief missions, military contingencies can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property; training efforts and exercises in preparation for actual contingencies shall also be included.

2.2. An exercise is defined as a prearranged, preplanned evolution being conducted between the U. S. Government and a foreign nation for Humanitarian, training, or other purpose of a specified duration. The name of the event will generally, but may not always, include the word "exercise."

2.3. Logistic Support is defined as goods and services provided in a background framework to an operation or an exercise. Logistics Support can take place in the immediate vicinity of the operation/exercise or a great distance away.

2.4. An operation can be further defined as an unplanned, real world deployment of troops for an indefinite period of time. It can include Non-combatant Evacuation Operations (NEO's).

2.5. The Navy's Husbanding Contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a country wide network familiar with the different political and commercial infrastructures, as well as cultural and language nuances where the OOTW and/or Exercise/ Logistic Support is conducted to ensure timely fulfillment of the Navy's requirements. In addition to the above, the Contractor shall furnish personnel with the following qualifications:

2.5.1. ability to speak the local language in the country of the OOTW and/or Exercise/ Logistic Support
2.5.2. capacity to travel to the OOTW or forward logistic site within 24 hours of notification
2.5.3. current innoculation records
2.5.4. possess a valid up-to-date passport

2.6. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours a day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. He is there to assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The contractor team shall consist of a minimum of two personnel per location that the OOTW and/or Exercise/ Logistic Support is being conducted. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

2.7. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the Contractor's Husbanding fees and CLINS shall apply.

2.8. A sample of the potential list of OOTW and/or Exercise/ Logistic Support supplies and services is provided for contractor reference in Exhibit C. The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the Husbanding Contractor shall make every effort to locate at least three sources.

3. **BREASTING AND FENDERING BARGE (CLIN XX03)**

3.1. The Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship and have a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The Contractor shall place fenders between the breasting barge and the ship.

3.3. The Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. **BROW (CLIN XX04)**

4.1. The Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not to damage the surface of the pier.

4.2. Due to the dramatic height difference between the submarine deck and pier, the contractor provided submarine brow must afford personnel a smooth and safe transit when entering or exiting the submarine deck. Also, the submarine brow must be capable of supporting shore power cables without damaging the cable.

5. **RESERVED- (CAMELS) (CLIN XX05) -** The Contractor shall provide camels as fenders for the ship.

6. **COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX06)**

6.1. The Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

6.2. The Contractor shall pump sewage from the ship to Contractor provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

6.3. The Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

6.4. The contractor shall provide CHT hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

6.5. When collection of CHT is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to vessel and with a minimum of four (4) mooring lines to secure alongside the ship.

6.6. The Contractor shall properly dispose of all sewage in accordance with C1. Paragraph 14. Standards For Professional Services.

6.7. The Contractor shall pre-position CHT Barges when necessary in accordance with Force Protection or other requirements.

7. **COMMUNICATION SERVICES & EQUIPMENT (CLIN XX07)**

7.1. The Contractor shall arrange for landlines to be installed aboard the ship.

7.2. The Contractor shall provide fully charged, mobile hand phones with charges capable of using dual voltage.

7.3. The Contractor shall provide activation, auto-roaming, long distance accounts, and airtime for land and hand phones.

7.4. The Contractor shall provide prepaid International Calling Cards.

8. **CRANE (CLIN XX08) -** The Contractor shall provide cranes with operators, required assistant personnel, and support equipment such as slings, lifting bars, and nets. When ordered, the Contractor is required to provide mobile crane services (shore crane and floating crane) with operator. The Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

9. **DOCKAGE AND WHARFAGE FEE (CLIN XX09) -** The Contractor shall provide pier and wharf usage.

10. **FENDERS (CLIN XX10) -** The Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

11. **RESERVED – (FLEET LANDING) (CLIN XX11) -** The Contractor shall provide a Fleet Landing site at designated piers. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct FP operations.

12. **FORCE PROTECTION (CLIN XX12)**

12.1. General: (CLINs XX01 & XX02) The Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The Contractor must develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The Contractor must coordinate all aspects of FP planning and services with Port Authorities, HN agencies, and U.S. Embassy security staff. If the HN is supplying FP assets the Contractor must verify they are available and are scheduled to show up on time. The Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

12.1.1. Access Points: The Contractor shall establish a single entry and exit point to the pier area.

12.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

12.1.3. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

12.1.3.1. Background Checks. The Contractor shall run security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees who fail this background investigation.

12.1.3.2. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

12.1.3.3. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

12.1.4. Access Lists: The contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

12.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

12.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

12.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

12.1.5. Inspections. The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

12.1.6. Stand-Off Distances:

12.1.6.1. Objects: The Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.1.6.2. Unloading Zones: The Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship or to the maximum extent practicable.

12.1.7 Warning Signs: The Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

12.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. A clear warning must be given that the use of deadly force may be authorized by the local security guards or police force.

12.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area & Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

12.2. Non-Contract FP Measures: The contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Det Singapore Contracting Officer. The Contractor must explain what the FP service will entail and why it is being required. The Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the contractor will be either authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

12.3. Beach Guard Office or Tent (CLIN XX12AA)

12.3.1. The Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ships personnel while performing security checks on personnel, baggage, and vehicles.

12.3.2. The office or tent will be large enough to accommodate a minimum of 5 people. Tents will have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions. The office or tent shall be well lighted and identified for its intended use. The contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 lb, CO2 fire extinguisher will be provided and kept fully charged.

12.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

12.4. Dive and Vetting Operations (CLIN XX12AB AND XX12AC)

12.4.1. The Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

12.4.2. The pier will be vetted prior to the ships arrival.

12.4.3. The Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

12.4.5. The Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

12.5. Floating Line of Demarcation (CLIN XX12AD THRU XX12AF)

12.5.1. The Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FPM is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FPM is not designed to stop approaching unauthorized watercraft by fouling their propellers. Rather it is to help identify a safe standoff zone.

12.5.2. The Contractor shall comply with the specification of the FLD in Attachment 3.

12.6. Perimeter Fencing (CLIN XX12AG AND XX12AH)

12.6.1. The contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the Contractor will provide portable chain link fencing with vehicle and walk up entrances.

12.6.2. The perimeter fence provided by the Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved
Entry Point: Entry available for vehicles and personnel

12.7. Physical Security Barriers (CLIN XX12AJ THRU XX12AM)

12.7.1. The Contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

12.7.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used. As well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

12.7.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zig zag patterns to control the speed of access.

12.7.4. A personnel entry point must be established through the barriers.

12.7.5. Barriers may also be used to seal off secondary Port gates.

12.7.6. All barriers must be placed prior to a ship's arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

12.8. Picket Boats (CLIN XX12AN AND XX12AP)

12.8.1. The Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

12.8.2. The Contractor shall comply with Attachment 4 for picket boat operations.

12.9. Portable Latrine (CLIN XX12AQ)

12.9.1. The Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

12.9.2. The Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

12.9.3. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

12.9.4. The Contractor shall clean latrines twice daily.

12.10. Portable Lighting (CLIN XX12AR)

12.10.1 The Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Ports installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship.

12.10.2. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

12.11. Armed Security Guards Services (CLIN XX12AS THRU XX12AU)

12.11.1. The Contractor shall provide security guards to patrol in picket boats and at pier side to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

12.11.2. The Contractor shall comply with Attachment 5 for security guard operations.

12.14. Two Way Radios (CLIN XX12AV) The Contractor shall provide two way radio sets capable of communicating with the ship to designated individuals.

12.15. Handheld Explosive Detectors (CLIN XX12AW AND XX12AX). The Contractor shall provide handheld explosive detectors capable of detecting explosives.

12.16. Handheld Wand Metal Detector, high sensitivity (CLINXX 12AY AND XX12AZ). The Contractor shall provide handheld wand metal detectors with high sensitivity capable of detecting metal.

12.17. Walk thru Metal Detectors, Airport Type (CLIN XX12BA AND XX12BB). The Contractor shall provide walk thru metal detectors capable of detecting metal.

12.18. X-ray Baggage Scanning Machines Airport Type with High Resolution Color (CLIN XX12BC). The Contractor shall provide X-ray baggage scanning machines airport type with high resolution color that are capable of X-raying hand carried luggage and bags to determine its contents. Professionally trained operators shall manned the equipment 24 hours a day.

12.19. RESERVED – (UNDER CARRIAGE VEHICLE SCANNER) (CLIN XX12BD)

13. **FORKLIFT WITH OPERATOR (CLIN XX13)** - The Contractor shall provide forklifts with operators for loading and unloading operations. Sizes in the schedule indicate the maximum lifting capacity of the forklift.

14. **RESERVED – (FUEL) (CLIN XX14)**

14.1. Normally, fuel is provided by the HN or by other U.S. Government bunkering contracts. However, if those sources are not available then the HS contractor may be required assist in obtaining the fuel. In that case, the Husbanding Contractor must comply with this paragraph and must ensure the attached specifications are met by the fuel provider.

14.2. If a ship requires the Husbanding Contractor to provide fuel, the Husbanding Contractor shall contact the bunkering contractor or HN source. If the HN or bunkering contractor can provide the fuel within the time needed, the Husbanding Agent shall so inform the ship. However, if the HN or US Government bunkering contractor cannot deliver the fuel when required by the ship, the Contractor shall so inform the SUPPO or FISC Det Singapore and request approval to proceed. Only after this is done may the Contractor arrange for fuel delivery.

14.3. The Contractor shall only charge fuel at the daily commercial fuel rate established by the port or local authorities. The Contractor shall provide documentation of the daily rate to the SUPPO. The fuel price charged shall be free on board the ship whether at pier side or at anchor. Compensation for all husbanding efforts or costs

associated with assisting in the acquisition and delivery of fuel (for instance, dealing with customs authorities) are included in, and otherwise covered by, the daily fixed husbanding services rates set out in the Schedule of Supplies/Services of this contract.

14.5. The Contractor shall provide fuel in accordance with Fuel Specifications.

14.6 The Contractor shall provide a fuel barge or truck to transport fuel to the ship.

14.7. The Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

14.8 The Contractor shall load the ordered fuel and transport to the ship. The Contractor shall transfer the fuel from the fuel barge or truck to the ship. The Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

14.9. The Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

15. **GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX15)**

15.1. The Contractor shall remove and dispose of garbage and trash from the ship.

15.2. The Contractor shall provide dedicated refuse bins to the ship.

15.3. If collection is done by sea, the Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship, and at least four (4) mooring lines to secure alongside the ship.

15.4. The Contractor shall collect all loose refuse placed adjacent to refuse bins.

15.5. The Contractor shall immediately clean up any spilled refuse.

15.6. The Contractor shall properly dispose of all collected refuse.

16. **LINESBOATS (CLIN XX16) -** The Contractor shall provide Linesboats to assist in docking line handling operations.

17. **LINE HANDLERS (CLIN XX17)**

17.1. The Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier.

17.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

18. **RESERVED – (MANLIFT) (CLIN XX18)**

18.1. The Contractor shall provide a manlift with a full fuel tank.

18.2. The contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 each morning.

18.3. If an operator is not provided, the Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The Contractor shall maintain documentation of ship personnel acknowledgement of the training.

19. MATERIAL HANDLING (CLIN XX19)

19.1. The Contractor shall provide material handling services for the ship. They will receive material shipped to them to include clearing customs, store the items, report the status of the items, deliver to the ship, and forward the items if unable to deliver.

19.1.1. The Contractor shall use counter-to-counter delivery and charge by each Bill of Lading.

19.1.2. All material shipped shall be labeled "SHIP'S SPARE IN TRANSIT"

19.1.3. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

19.1.4. Shipping documents shall be labeled 'SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the Contractor.

19.2. The Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel.

19.3. The Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

19.4. The Contractor shall use forklifts and cranes from The Schedule.

19.5. The Contractor shall receive the package from the carrier and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

19.6. The Contractor shall deliver the package to the shp after arrival in port or the following morning.

19.7. The Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative or FISC Det Singapore.

19.8. The Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship.

19.9. The Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

20. RESERVED- (MISCELLANEOUS) (CLIN XX20)

21. OIL BOOMS (CLIN XX21)

21.1. Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water.

21.2. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

21.3. The Contractor shall dispose all oil waste caught in the Oil Boom.

21.4. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

22. **OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX22)**

22.1. The Contractor shall remove oily waste and aggregate water from the ship.

22.2. The Contractor shall pump oily waste and aggregate water from the ship to Contractor provided equipment.

22.3. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship duty engineer shall verify in writing the amount removed.

22.4. The contractor shall provide hoses of sufficient length from contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

22.5. When removal is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines to secure alongside the ship.

22.6. The Contractor shall properly dispose of all oily waste and aggregate water.

22.7. The Contractor shall pre-position Oily Waste Barges / Trucks when necessary, in accordance with Force protection or other requirements.

23. **RESERVED- (PAINT FLOAT) (CLIN XX23)**

23.1. The Contractor shall provide paint floats to hold personnel painting the ship.

23.2. The paint float deck shall be between two (2) to three (3) meters above the waterline and the scaffolding shall be no higher than 3.5 meters from the deck.

23.3. The ship is responsible to secure the paint float to the ship if rented for more than one day.

24. **PILOTS (CLIN XX24) -** The Contractor shall provide pilots to navigate the ship to and from the berthing locations.

25. **POTABLE WATER (CLIN XX25) -** The Contractor shall deliver fresh, potable water to the intake hose of the requesting ship in accordance with Attachment 6.

26. **RESERVED – (PRATIQUE) (CLIN XX26)** The Contractor shall provide First Port of Entry Clearance with the local authorities.

27. **RESERVED – (REEFER CONTAINER) (CLIN XX27)**

27.1. The Contractor shall provide reefer containers with power source for refrigerated storage.

27.2. The Contractor shall provide diesel generators with fuel and properly sized to operate reefers continuously. Generators shall emit sound levels of less than 84 decibels.

27.3. The Contractor shall make all power connections between the generator and reefer.

27.4. The Contractor shall operate the reefer at the temperature specified by the ship.

28. **RESERVED – (SHORE POWER) (CLIN XX28)**

28.1. The Contractor shall provide diesel generators with fuel along side the ship to supply shore power to the vessel. Generators shall emit sound levels of less than 84 decibels.

28.2. The Contractor shall provide all cables and make all power connections between the generator and ship.

29. **RESERVED- (SHORE STEAM) (CLIN XX29)** - The Contractor shall provide Shore Steam to the ship.

30. **STEVEDORES (CLIN XX30)** - The Contractor shall provide stevedores and supervisors for general labor.

31. **TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX31)**

31.1. The Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

31.2. The Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

32. **TRANSPORTATION VEHICLES (CLIN XX32)**

32.1. The Contractor shall provide vehicle service with drivers for official government business.

32.2. The Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

32.3. The Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

32.4. The Contractor shall provide drivers who can speak and understand English clearly.

32.5. The Contractor shall provide only vehicles with air conditioning.

32.6. The Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

32.7. The Contractor shall return all items left in rental vehicles to the ship's SUPPO or to FISC Det Singapore if the ship has departed.

32.8. The Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

33. **TUGS (CLIN XX33)**

33.1. The Contractor shall provide tugs to bring ships to and from berthing locations.

33.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

33.3. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

34. **WATER TAXIS (CLIN XX34)**

34.1. The Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 7 – Water Taxi Specifications.

34.2. The Contractor shall return all items left in water taxis to the ship's SUPPO or FISC Det Singapore.

34.3. The Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times.

35. CRAFT REPORT (CLIN XX 35)

35.1.1. The Contractor shall prepare and submit a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit C – CRAFT Report.

35.2. The report shall be submitted to FISC Det Singapore Contracting Officer or FISC Det Singapore within five working days of each ship's departure.

36. OPERATIONS OTHER THAN WAR (OOTW)/CONTINGENCY OPERATIONS AND DISASTER RELIEF FEES (CLIN XX36) See paragraph 2 above also.

36.1. OOTW refers to a "Contingency operation" as that term is defined in FAR 2.101. In addition, for purposes of this contract, it refers to rescue and humanitarian relief missions, Non-combatant Evacuation Operations (NEO's), or an unplanned, real world deployment of troops for an indefinite period of time. The provisions of FAR Part 18, Emergency Acquisitions (effective 5 Jul 2006), apply in full to the OOTW requirements of this contract.

36.2. Logistics Support is defined as goods and services provided in a background framework to an operation. Logistics Support can take place in the immediate vicinity of the operation or a great distance away.

36.3. The Contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a network familiar with the local political and commercial infrastructures, cultural and lingual background, and business practice. In order to assist the Navy's response to OOTW, the Contractor shall furnish personnel with the following qualifications:

36.3.1. Ability to speak the local language where OOTW is being conducted.
36.3.2. Capacity to travel to the OOTW or forward logistic site within 24 hours of notification.
36.3.3. Current inoculation records.
36.3.4. Possess a valid up-to-date passport.

36.4. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours a day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. The Contractor shall assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The Contractor shall ensure that sufficient personnel are available at each supported location to effectively perform all necessary tasks. If there are multiple operations at same time, or a

single operation at multiple locations, the Contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

36.5. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the contractor's Husbanding fees and CLINS shall apply.

36.6. If an advance party arrives in a country for OOTW, the Contractor shall bill at the OOTW subsequent day rate. If the operation is on going, the Contractor shall bill the OOTW first day rate and then subsequent days. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the Contractor's services are ordered.

36.7. Regardless of location, OOTW support requests for other than the basic service under this CLIN for operations not associated with ships are exempt from the requirements portion of the contract.

36.8. A sample of the potential list of OOTW and/or Exercise/ Logistic Support supplies and services is provided for Contractor reference in Exhibit C. The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the husbanding Contractor shall make every effort to locate at least three sources and shall provide a copy of all documents to the Contracting Officer. In very unique time sensitive situations, the Contractor may be tasked to source and provide a large variety of supplies and services on a very compressed delivery schedule in support of large scale operations like NEOs, etc or other real world events. In these unique situations, the requirement to document market research and source selections for supplies/services over $3000 is still mandatory.

36.9. An exercise is defined as a prearranged, preplanned evolution being conducted between the Government and a foreign nation for training or other purpose of a specified duration. The name of the event will generally, but may not always, include the word "exercise". It includes training efforts and exercise-like activity in preparation for actual contingencies.

36.10. The Contractor shall provide exercise and logistics support in the same manner as is provided for OOTW support.

36.11. Disaster Relief is defined as emergency operations or preparedness to support civil society to cope with natural or man-made disasters. Disaster relief is concerned with recovery efforts.

36.12. The Contractor shall provide disaster relief support in the same manner as is provided for OOTW support.

37. OOTW COST REPORT (CLIN XX37)

35.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for OOTW or each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The sample report format is provided in Exhibit C – CRAFT.

35.2. The report shall be submitted to FISC Detachment Singapore Contracting Officer or FISC Detachment Singapore within seven (7) working days of each ship's departure.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
9000	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 16-AUG-2007 TO 15-FEB-2008	N/A	N/A FOB: Destination	
9000	POP 16-AUG-2007 TO 15-FEB-2008	N/A	N/A FOB: Destination	

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	SEP 2005

CLAUSES INCORPORATED BY FULL TEXT

ADDITIONAL CONTRACT TERMS AND CONDITIONS

(a) **Oral orders (Indefinite Delivery Contracts) (SUP 5252.216-9402) (JAN 1999).** Oral orders may be placed, providing the following conditions are complied with:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract; date order was placed, name and title of person placing order; an itemized listing of supplies or services furnished; unit price and extension of each item; and, delivery or performance date.

(3) Invoices for supplies or services furnished in response to oral orders will be accompanied with a received copy of each related delivery ticket.

(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one oral order is consolidated for a single confirmation.

(b) Written Orders (Indefinite-Delivery Contracts) (SUP 5252.216-9403) (JAN 1992). All requests for Services and Supplies must be documented by an AGR with a written Task or Delivery Order using a SF 1449 or DD Form 1155. Written orders on Standard Form 1449/DD Form 1155 will contain the following information, consistent with the terms of the contract:

(1) Date of order;
(2) Contract number and order number;
(3) Item number and description, quantity, and unit price;
(4) Delivery or performance date;
(5) Place of delivery or performance (including consignee);
(6) Packaging, packing, and shipping instructions, if any;
(7) Accounting and appropriation data;
(8) Any other pertinent information.

(c) Payment by Third Party (FAR 52.232.36*)* (MAY 1999) - This clause is incorporated by reference.

(d) Ordering (FAR 52.216-18) (OCT 1995)

(1) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award to final day of the contract.

(2) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a task/delivery order or task order and this contract, the contract shall control.

(3) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the schedule.

(e) Order Limitations (FAR 52.216-19) (OCT 1995)

(1) *Minimum ordering amount.* When the Government requires supplies or services covered by this contract in an amount of less than US $50.00, the Government is not obligated to order, nor is the Contractor obligated to furnish, those supplies or services under this contract.

(2) *Maximum ordering amount*. The Contractor is not obligated to honor --

(i) Any order for a single item in excess of the estimated quantity for that item, which is identified in the pricing schedule of this contract;

(ii) Any single order for a combination of items in excess of the total estimated dollar value for the applicable performance period of this contract; or

(iii) A series of orders from the Government within 120 days that together call for quantities exceeding the estimated quantities identified in the pricing schedule by more than two hundred percent (200%).

(3) This is a requirements contract (which incorporates FAR 52.216-21), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(4) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum ordering limitations in paragraph (b), unless the order(s) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to furnish the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the required supplies or services from another source.

(f) Contract Type. The resulting contract will be a Fixed Price Requirements contract.

(g) Requirements (FAR 52.216-21) (OCT 1995)-(ALTERNATE I) (APR 1984)

(1) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(2) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(3) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirement for the supplies and services specified in the Schedule that exceed the quantities that the activity may furnish within its own capabilities.

(4) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(5) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(6) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after thirty (30) days beyond the expiration of the contract.

(h) Option To Extend Services (FAR 52.217-8) (NOV 1999) (MODIFIED). In order to maintain continuity of service, the Government may require continued performance of any services within the limits and at the rates specified in the contract. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise this option by written notice to the contractor within fifteen (15) days before the contract expires.

(i) Inconsistency Between English Version & Translation Of Contract (FAR 52.225-14) (FEB 2000). In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(j) Taxes – Foreign Fixed Price Contracts (FAR 52.229-6) (JUN 2003). Incorporated by reference.

(k) Payment by Electronic Funds Transfer--Central Contractor Registration (FAR 52.232-33) (OCT 2003). Incorporated by reference.

(l) Authorized Changes Only By The Contracting Officer (SUP 5252.243-9400) (JAN 1992)

(1) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(2) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(3) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and FAX telephone number of the Procuring Contracting Officer (PCO) are:

Commercial Address: FISC Detachment Singapore

PSA Sembawang Terminal
Deptford Road, Building 7-4, Unit 2-9
Singapore 759657

Military Address: PSC 470, Box 2150
FPO AP 96534-2150

FAX Numbers: (65)-6-750-2639 or 2382

(m) Provision for Wood Products SA 03-05 NAVSUP CLAIMANCY POLICY - Pinewood Nematode (microscopic roundworm) Free Non-Manufactured Wood Pacing (NMWP) Material (SWPM) (Nov 202) NAVSUP

(1) Definition. 'Pinewood nematode' as used in this provision, means a microscopic roundworm that has infested coniferous (softwood) trees.

(2) All non-manufactured wood lumber, pallets boxes, crates, containers, reels blocking and bracing, dunnage, drums, etc. for all shipments are required to be certified pest- (pinewood nematode) free. All wood pallets, boxes, crates, containers, reels, blocking and bracing, dunnage, drums, etc. ordered/delivered from vendors/suppliers shall be heat-treated and marked to the American Lumber Standards Committee (ALSC), NMWP policy and enforcement standards. The approved method for ensuring NMWP material is pinewood nematode free is as follows:

(i) Heat-treated to a minimum core temperature of 56°C(133°F) for at least 30-minutes in a closed chamber that has been tested evaluated, and approved officially for this purpose. In addition, the susceptible wood shall display an officially approved heat-treated marking enabling the identification of where and by whom the above treatment has been carried out.

(3) All bulk lumber procured for the fabrication of pallets, boxes, crates, containers, reels, skids, blocking and bracing, dunnage, drums, etc., shall be certified and marked as a part of the fabrication process, to the ALSC NMWP policy and enforcement standards. Vendors/Suppliers using ALSC-certified lumber to make or repair wooden boxes, crates, skids, containers, pallets, reels, drums, etc., must have formal processing procedures and documentation to ensure that only certified lumber leaves their fabrication point.

(4) This provision is self-deleting if the material or supplies are not shipped in NMWP material.

(n) Agency Protests

(1) Prior to submission of an agency protest, all parties should use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions.

(2) FISC Detachment Singapore will process agency protests in accordance with the substantive and procedural requirements of FAR 33.104(d).

(3) Pursuant to FAR 33.103(d)(4), an agency protest may be filed directly with either the Contracting Officer or the Chief of the Contracting Office. A protestor who initially files an agency protest with the Contracting Officer may appeal an adverse decision to the Chief of the Contracting Office. Agency protest submissions should clearly identify the initial adjudicating official, i.e., the "Contracting Officer" or "Chief of the Contracting Office".

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2005) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acq.osd.mil/dp/dars/
http://www.arnet.gov/
http://farsite.hill.af.mil/

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

__X__ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

____252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

____252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

____ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).).

____ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

____ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

____ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2005) (------ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

____ 252.225-7021 Trade Agreements (JUN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

____ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (---- -- Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

_____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

____ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

_____ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

__X__ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (_____Alternate I) (MAR 2000) (_____Alternate II) (MAR 2000) (____Alternate III (May 2002).

____252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5 (JUL 2005) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.232-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

SECTION J - LIST OF ATTACHMENTS AND EXHIBITS

Applicable documents, exhibits, and attachments for this contract are:

ATTACHMENT NO.	DOCUMENT
1.	Refuse Definitions
2.	Classification of Ships
3.	Floating Line of Demarcation Specification
4.	Picket Boat Operations & Specifications
5.	Armed Security Guard Operations
6.	Potable Water Specification
7.	Water Taxi Specifications
8.	Appendix A, Perishable Food
9.	Appendix B, Microbiological criteria
10.	Quality Assurance Provisions
11.	Sample letter for Request of Inspection

ATTACHMENT NO.	DOCUMENT
A	Schedule of Supplies and Services
B	Port Tariff
C	CRAFT Report
D	OOTW Sample of Provisions

ATTACHMENT 1

REFUSE SERVICE DEFINITIONS

The following are Refuse Definitions used for this contract:

12. **"Refuse"** includes all garbage, ashes, debris, rubbish and other similar waste material, and anything else delivered to the ship, but not taken onboard due to spoilage, etc., even though such refuse was not aboard the vessel when it arrived in port. Not included are explosives and incendiary waste and contaminated waste from medical and radiological processes.

13. **"Garbage"** means animal and vegetable waste (and containers thereof) resulting from the handling, preparation, cooking, and consumption of foods. Edible, or hog food, garbage is the portion of waste food, which has been segregated for salvage.

14. **"Ashes"** means the residue from burned wood, coal, coke, and other combustible material.

15. "**Debris**" means grass cuttings, tree trimmings, stumps, street sweepings, rooting and construction wastes, and similar waste material.

16. "**Rubbish**" means a variety of unsalvageable waste material such as metal, glass, crockery, floor sweepings, paper, wrappings, containers, cartons, and similar articles not used in preparing or dispensing food. Rubbish is further subdivided into:

17. "**Combustible Rubbish**" which can be burned readily in an incinerator or burning pit.

18. "**Noncombustible Rubbish**" which cannot be burned at ordinary incinerator temperatures (800 to 1,800 degrees F.)

19. "**Receptacles**" or "**Containers**" means cans, drums, bins, or similar receptacles, which can be handled easily, and multiple containers, which are handled by mechanical truck-mounted hoists. A **"bin"** is defined as a standard garbage bin used for this service which can vary in size. Size will be identified in The Schedule Sub-CLINs.

ATTACHMENT 2

SHIP CLASSIFICATIONS (DESCRIPTION OF U.S. NAVY SHIPS BY CLASS AND TYPE)

The following are Ship Classifications used for this contract.

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42

WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	77
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360
Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854
Class IV					
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082
T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276
T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

20. The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

21. Displacement is expressed in tons and represents fully loaded displacement.

22. The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

23. There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

GLOSSARY OF TERMS AND ABBREVIATIONS

AGOS	RESEARCH SHIP
AGSS	RESEARCH SUBMARINE
AOE	FAST COMBAT SUPPORT SHIP
ARS	SALVAGE SHIP
AS	SUBMARINE TENDER
CG	GUIDED MISSLE CRUISER
CV	MULTIPURPOSE AIRCRAFT CARRIER (CONVENTIONALLY PROPULSION)
CVN	MULTIPURPOSE AIRCRAFT CARRIER (NUCLEAR PROPULSION)
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
FFG	GUIDED MISSLE FRIGATE
HSV	HIGH SPEED VESSEL
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCS	LITTORAL COMBAT SHIP
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LHD	AMPHIBIOUS ASSAULT SHIP (MULTI- PURPOSE)
LPD	AMPHIBIOUS TRANSPORT DOCK
LSD	AMPHIBIOUS CARGO SHIP
LSV	LOGISTIC SUPPORT VESSEL (ARMY)
HSIC	MARK V SPECIAL OPERATIONS CRAFT (1 PAIR)
MCM	MINE COUNTERMEASURE SHIP
MCS	MINE COUNTERMEASURE SUPPORT SHIP
MHC	MINE HUNTERS COASTAL
MSC	MILITARY SEALIFT COMMAND
PC	PATROL COASTAL SHIP
SSBN	BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSGN	CRUISE MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	ATTACK SUBMARINE (NUCLEAR PROPULSION)
T-AE	AMMUNITION SHIP (MSC)
T-AFS	COMBAT STORE SHIP (MSC)
T-AGOS	OCEAN SURVEILLANCE/PATROL SHIP (MSC)
T-AGS	SURVEYING/ OCEANOGRAPHIC SHIP (MSC)
T-AH	HOSPITAL SHIP (MSC)
T- AKE	DRY CARGO/AMMUNITION SHIP (MSC)
T-AKR	STRATEGIC SEALIFT SHIP (MSC)
T-AO	OILER (MSC)
T-AOT	TANKER (MSC)
T-ATF	FLEET OCEAN TUG (MSC)
WAGB	POLAR CLASS ICEBREAKERS
WHEC	HIGH ENDURANCE CUTTER
WMEC	MEDIUM ENDURANCE CUTTER

ATTACHMENT 3

FLOATING LINE OF DEMARCATION (FLD) SPECIFICATIONS

The following are the Governments basic requirements for the Floating Line of Demarcation Specifications to be used for this contract:

1. The Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around anchored ships. The purpose of the FLD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 120 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible to ship's/port radar. The Picket Boats will patrol outside of this visual reference. The FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) work boats to tend to the FLD at all times. The FLD is not designed to stop approaching unauthorized watercraft rather it is to help identify a safe standoff zone.

2. The size of the Floating Perimeter will be approximately 2500 meters to 2700 meters based on a ship's length of approximately 800 feet.

3. Weights sufficient to anchor the FLD in place to the seabed. The size and number of weights will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD line intact at all times regardless of sea conditions.

4. The Contractor shall have communication capabilities, either VHF or cellular phone with Port Operation and U.S. Navy vessel. The contractor shall report the status of the Floating Visual Line of Demarcation to Port Operation control every two hours or other regular interval agreed upon between Contractor and Port Operation Control.

5. The Contractor shall provide a minimum of two (2) work boats to tend the FLD at all times while the system is deployed.

6. The FLD shall be deployed in the most expeditious manner as soon as the U.S. Navy vessel is anchored.

7. When the FLD is retrieved, the Contractor must show documentary proof that all equipment deployed is removed from the location.

8. The Contractor shall provide the U.S. Navy, Port Authority/Host Nation an updated and current emergency contact list in case of contingencies.

9. Below are two examples of FLDs.

9.1. Example 1 - Continuous Line FLD –

9.1.1. Specifications: Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable ECP for access.

9.1.2. Buoys or floats positioned every meter on the line sufficient to keep line afloat and visible on the surface of the water.

9.1.3. Large yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 120 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible to ship's/port radar.

9.1.4. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the perimeter. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the perimeter intact and in position at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

9.2. Example 2 - Floating Buoy System (FBS)

9.2.1. Specifications: The FBS must clearly show a perimeter line and fully surround the ships at anchorage. Large yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 120 meters along the demarcation line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical. In addition, buoys must also be visible on ship's/port radar.

9.2.2. Weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

10. Contract Pricing: Prices are firm-fixed-price per unit and are inclusive of all costs which include the following:

10.1.1 Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

10.2. Mobilization and Demobilization (Mob & De-mob). All Mob & De-mob costs shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes transportation of equipment and charges for the use of cranes, forklifts, tugs, workboats and any other equipment and labor required for the deployment, maintenance and retrieval for the floating perimeter.

10.3. Repositioning equipment. All repositioning of equipment shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

10.4. Pre-positioning / Pre-staging and Vetting Operations. All pre-positioning / Pre-staging and vetting operations shall be included in the unit price. The vessel shall only be charged for the actual number days that the perimeter is in use while the ship is port. No additional days shall be charged.

11. Time Calculations: These CLINs are based on daily rates. Time will begin being measured once the equipment is deployed round the vessel and capable of operations.

12. General: The Contractor is responsible for providing floating visual line of demarcation. The Contractor must work closely with other US Navy contractors such as subsistence contractor. The Contractor will follow the requirements below unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

13. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

13.2. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

13.3. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

14. Access Lists: The contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

14.2. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

14.3. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

14.4. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

15. Inspections: The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

ATTACHMENT 4

PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

24. The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

25. The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

26. Ships at anchorage will normally require two Picket Boats.

27. The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet

all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate CLIN in the contract.

28. The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

29. The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

30. The Picket Boat will meet the following requirements:

    7.1. Licensed for commercial operations by local country Department of Transportation.

    7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

    7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

    7.4. If a deckhand crewmember is required, only qualified personnel are used.

    7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

    7.6. Minimum length of 8 meters and capable of carrying three people.

    7.7. Minimum 18 knots speed.

    7.8. Capable of operating for 8 hours without refueling.

    7.9. Have toilet facilities on board.

    7.10. Have minimum one meter high guardrails for security guard use.

    7.11. Additional required equipment:

        7.11.1. Two-way radio for communication with ship and authorities

        7.11.2. Portable loudhailer or megaphone

        7.11.3. Portable air horn

        7.11.4. Portable Spotlight

ATTACHMENT 5

SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

1.2. Security guards may be provided through private security firms or through local police officials.

1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pierside: (CLIN XX12AT AND XX12AU)

2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

2.2. All pierside guard services will be performed within the parameters of local Laws and Regulations.

2.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

2.6. The following equipment will be required as a minimum for each guard:

2.6.1. Uniform as provided by contractor or authorities;

2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. ROEs Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats: (CLIN XX12AS)

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided

under CLIN XX12AS. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2 If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3 The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4 As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

ATTACHMENT 6

POTABLE WATER SPECIFICATIONS

The following are Potable Water specifications used for this contract.

NATIONAL PRIMARY DRINKING WATER REGULATIONS (NPDWR) BUREAU OF MEDICINE AND SURGERY (BUMED) TREATED WATER QUALITY STANDARDS /ENVIRONMENTAL PROTECTION AGENCY

CONTAMINANT	**MCLG (mg/L)** [1]	**MCL (mg/L)**	**AL (mg/L** [2]**)**
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0	0.015[4]	
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
Total NITRATE and Nitrite (as N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE	4	4	

(1) **Maximum contaminant level goal (MCLG).** The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are no enforceable health goals.

(2) **Action level (AL)**. Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90th percentile" lead level is greater than 0.015 mg/L).

Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	**MCLG (mg/L)**	**MCL (mg/L)**
BENZENE	0	0.005

CARBON TETRACHLORIDE	0	0.005
1,2 – DICHLOROETHANE	0	0.005
1,1 – DICHLOROETHYLENE	0.007	0.007
PARA DICHLOROBENZENE	0.075	0.075
1,1,1 – TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.06
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 – DICHLOROPROANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES	10	10

Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) (effective 01 January 1993)

CONTAMINANT	**MCLG (mg/L)**	**MCL (mg/L)**
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3-CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S(AS DECACHLORBIPHENYL)	0	0.0005
ALDICAR	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE		0.10[(1)]

(BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		

Note:
(1) The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

Microorganisms	**MCLG[1] (mg/L)[2]**	**MCL or TT[1] (mg/L)[2]**
Cryptosporidium	as of 01/01/02:0	as of 01/01/02:TT 3
Giardia lamblia	0	TT[3]
Heterotrophic plate count	n/a	TT[3]
Legionella	0	TT[3]
Total Coliforms (including fecal coliform and E. Coli)	zero	5.0%[4]
Turbidity	n/a	TT[3]
Viruses (enteric)	zero	TT[3]

Note:
[1] Definitions:
Maximum Contaminant Level (MCL) - The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to MCLGs as feasible using the best available treatment technology and taking cost into consideration. MCLs are enforceable standards.
Maximum Contaminant Level Goal (MCLG) - The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety and are non-enforceable public health goals.
Maximum Residual Disinfectant Level (MRDL) - The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
Maximum Residual Disinfectant Level Goal (MRDLG) - The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
Treatment Technique - A required process intended to reduce the level of a contaminant in drinking water.

[2] Units are in milligrams per liter (mg/L) unless otherwise noted. Milligrams per liter are equivalent to parts per million.

[3] EPA's surface water treatment rules require systems using surface water or ground water under the direct influence of surface water to (1) disinfect their water, and (2) filter their water or meet criteria for avoiding filtration so that the following contaminants are controlled at the following levels:

- Cryptosporidium: (as of January 1, 2002) 99% removal/inactivation
- Giardia lamblia: 99.9% removal/inactivation
- Viruses: 99.99% removal/inactivation
- Legionella: No limit, but EPA believes that if Giardia and viruses are removed/inactivated, Legionella will also be controlled.
- Turbidity: At no time can turbidity (cloudiness of water) go above 5 nephelolometric turbidity units (NTU); systems that filter must ensure that the turbidity go no higher than 1 NTU (0.5 NTU for conventional or direct filtration) in at least 95% of the daily samples in any month. As of

January 1, 2002, turbidity may never exceed 1 NTU, and must not exceed 0.3 NTU in 95% of daily samples in any month.

· HPC: No more than 500 bacterial colonies per milliliter.

[4] No more than 5.0% samples total coliform-positive in a month. (For water systems that collect fewer than 40 routine samples per month, no more than one sample can be total coliform-positive). Every sample that has total coliforms must be analyzed for fecal coliforms. There may not be any fecal coliforms or E. coli.

[5] Fecal coliform and E. coli are bacteria whose presence indicates that the water may be contaminated with human or animal wastes. Disease-causing microbes (pathogens) in these wastes can cause diarrhea, cramps, nausea, headaches, or other symptoms. These pathogens may pose a special health risk for infants, young children, and people with severely compromised immune systems.

Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites which are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Sampling requirements for the Navy public water system apply.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Auto analysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the Multiple-Tube Fermentation (MTF) Technique; and the Membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use applies.

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, unless the Contracting Officer on a case-by-case basis waives this requirement.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the Contracting Officer may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before.

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms, or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements which apply when a sample is fecal coliform-positive.

Turbidity: The MCL for turbidity applies to both community water systems and non community water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at Contracting Officer option).

b. Five turbidity units (maximum) average for 2 consecutive days.

The MCL for Radiological Contaminants are:
Gross alpha particle activity including radium 226 but excluding
radon and uranium . . . . . 15 pCi/L
Beta particles and photon emitters ……4 millirems / year
Combined radium 226 and radium 228 . . . . . .5 pCi/L
Tritium . . . . . 20,000 pCi/L
Strontium-90. . . . . 8 pCi/L
Uranium …….. 30ug/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

National Secondary Drinking Water Regulations (NSDWR) The Secondary Maximum Contaminant Levels (MCLs)

CONTAMINANT	MCL (mg/L)
ALUMINUM	0.05 TO 0.02
CHLORIDE	250
COLOR	15 COLOR UNITS
COPPER	1
CORROSIVITY	NONCORROSIVE
FLUORIDE	2
FOAMING AGENTS	0.5
IRON	0.3
MANGANESE	0.05
ODOR	3 THRESHOLD ODOR NUMBER
PH	6.5 - 8.5
SILVER	0.10
SULFATE	250
TOTAL DISSOLVED SOLIDS (TDS)	500

ZINC	5

Note: The contaminants covered by this regulation are those that may adversely affect the aesthetic quality of the drinking water. These secondary levels represent goals for drinking water quality but are not Federally enforceable.

(3) The reception, handling, storage, and delivery of potable water to ship's water systems shall be carried out under completely sanitary conditions.

(4) For pierside berthing, delivery shall be made by hose from the pier whenever possible. If barge service is deemed necessary, the Contractor shall ascertain from the ship's Supply Officer the exact amount needed prior to making delivery.

(5) The Contractor shall make deliveries during normal working hours, unless otherwise approved by the ship's Supply Officer or his/her authorized representative.

(6) All equipment, trucks and barges used by the Contractor in performance of these services shall be subject to inspection and test by an authorized representative of the U.S. Government as the Contracting Officer may specify. Final inspection/acceptance shall be subject to approval by the ship's Chief Engineer or his/her authorized representative. The U.S. Government inspectors shall be entitled to inspect the equipment, trucks, and barges at all reasonable times, as often as they may deem necessary, and at such reasonable place or places as the U.S. Government may specify.

(7) The Contractor shall, without cost to the U.S. Government, furnish the necessary personnel and facilities to conduct such test and examination of samples of water and barges used hereunder as the Government inspector may designate, to determine the extent or possibility of contamination of such water, equipment, and barges. The Contractor may, at its option and cost, have the tests conducted by a recognized Sanitary Inspector provided that the performance of the tests and examinations by such Sanitary Inspection has been approved in advance and in writing by the U.S. Government Inspector.

(8) All tests and examinations, whether performed by or on behalf of the Contractor, shall be conducted in the presence of the U.S. Government Inspector.

(9) The Contractor agrees to furnish such reports and execute such forms as the U.S. Government may require in connection with services performed under this contract and further agrees that requests for such reports and execution of such forms will be executed promptly.

ATTACHMENT 7

WATER TAXI SPECIFICATIONS

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxie specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated FISC Det Singapore Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor, the FISC Det Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including COMPACFLT.

5. COMSEVENTHFLT Specifications:

5.1. Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of (insert country). Notwithstanding compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

5.1.1. Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

5.1.2. Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

5.1.3. The following information shall be conspicuously posted in both English and (the appropriate foreign language):

5.1.3.1. Current Operator’s/Captain's license and boat names.

5.1.3.2. Passenger/weight capacity limit notice.

5.1.3.3. Location of life jackets and other life saving equipment.

5.1.3.4. Location of all exits indicated in large letters.

5.1.3.5. Emergency procedures

5.1.4. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

5.1.5. Operation of the boat shall be in a safe and seaworthy manner.

5.1.6. The consumption of alcoholic beverages shall not be permitted aboard the boat.

5.2. Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by (insert country) for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

5.3. Security: During the term of this contract the ship(s) to be serviced (insert ship name if purchase order) agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

5.4. Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

5.5. Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

5.5.1. Hull

5.5.1.1. Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures.

5.5.1.2. Superstructure, including masts and stacks.

5.5.1.3. Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.

5.5.1.4. Provisions for drainage of sea water from exposed decks over the side and not into the bilges.

5.5.1.5. Access/egress points- adequacy of number and location.

5.5.2. Machinery

5.5.2.1. 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.

5.5.2.2. Main propulsion and auxiliary machinery essential to operation of boat.

5.5.2.3. Sea and bulkhead closure valves.

5.5.2.4. Bilge auction strainers and dewatering systems-bilge pump to be tested by operation

5.5.2.5. Bilges free of flammable liquids

5.5.3. Electrical

5.5.3.1. Cables.

5.5.3.2. Navigation, deck, and emergency lights.

5.5.3.3. Rotating electrical machinery; e.g., generators and motors --Storage batteries

5.5.4. Lifesaving equipment

5.5.4.1. Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.

5.5.4.2. Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.

5.5.4.3. First aid kits, life rings and distress lights.

5.5.4.4. Distress signaling devices

5.5.5. Fire fighting equipment

5.5.5.1. Fire pump - test by subjecting fire hose(s) to fire pump pressure.

5.5.5.2. Portable fire extinguishers.

5.5.5.3. Fixed systems, e.g., C02 cylinders.

5.5.6. Steering apparatus

5.5.7. Miscellaneous systems and equipment

5.5.7.1. Harbor charts.

5.5.7.2. Ground tackle and mooring lines.

5.5.7.3. Whistle/fog horn, bell.

5.5.7.4. Lighted compass.

5.5.7.5. Radar.

5.5.7.6. 2-way radio capable of Bridge-to-Bridge communications.

5.5.7.7. Current license.

5.5.7.8. Operator qualifications.

5.6. Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement-is that contained in paragraph 4.7 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

5.7. Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

5.7.1. Safety of operations. Insure the following are present and in working condition:

5.7.1.1. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.

5.7.1.2. Fire extinguishers sufficient for the size of the vessel operated.

5.7.1.3. Radio (with battery backup) capable of Bridge-to-Bridge communications.

5.7.1.4. Anchor/chain sufficiency for the size of the vessel operated.

5.7.1.5. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

5.7.2. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:

5.7.2.1. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

5.7.2.2. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.

5.7.2.3. Ensure no bare or exposed electrical wires or connections are located in the passenger area.

5.7.2.4. Validate that sufficient unobstructed exits are present and marked in English.

5.7.2.5. Verify that no missile hazards, gear adrift, or trip hazards exist.

5.7.3. The following shall be conspicuously displayed, in English:

5.7.3.1. Passenger/weight capacity.

5.7.3.2. Location and number of life jackets.

5.7.3.3. Location of life saving equipment.

5.7.3.4. Locations of exits (if not obvious).

5.8. Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

5.9. If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

EXHIBIT A – SCHEDULE OF SUPPLIES & SERVICES

Exhibit A – See separate EXCEL spreadsheet. The Contractor shall complete all unit prices in US Dollars, totals under each lot and grand total for all Lots. A completed Excel soft copy shall be forwarded to the Contracting Officer as part of the offer to enable the Contracting Officer verify formula when evaluating prices.

EXHIBIT B - PORT TARIFF TYPE COSTS

Exhibit B – The EXCEL spreadsheet provides estimates of port tariffs only.

EXHIBIT C – CRAFT REPORT

Exhibit C – The submission CRAFTReport is required upon completion of a ship's visit.

EXHIBIT D – OOTW SAMPLE

Exhibit D – This listing under this Excel spreadsheet is a sample for information only.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00003	31-Jan-2008	N4034507RCSG0029	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-07-D-0010
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 02-Aug-2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssnk01088720

1. Due to a typographical error, the period of performance of services for the above numbered contract should read 16 Feb 2008 through 15 Aug 2008 vice 2 Feb 2008 through 1 Aug 2008.

2. There is no increase in the estimated total amount of the contract as a result of this extension.

3. All Other Terms and Conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	30-Jan-2008

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

004393

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The order period end date has changed from 01-Aug-2008 to 15-Aug-2008.
The order period start date has changed from 02-Feb-2008 to 16-Feb-2008.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	23-Jan-2008	N4034507RCSG0029	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-07-D-0010
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 02-Aug-2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999) (MODIFIED)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssnk01087896

1. The purpose of this modification is to extend the performance of services for the above numbered contract through six months. The expiration date of the contract is changed from 2 Feb 2008 through 1 Aug 2008.

2. There is no increase in the estimated total amount of the contract as a result of this extension.

3. All Other Terms and Conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 23-Jan-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The order period end date 01-Aug-2008 has been added.
The order period start date 02-Feb-2008 has been added.

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-AUG-2007 TO 15-FEB-2008	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 02-FEB-2008 TO 01-AUG-2008	N/A	N/A FOB: Destination	

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	24-Sep-2007	N4034507RCSG0029	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-07-D-0010
	X	10B. DATED (SEE ITEM 13) 02-Aug-2007
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzmnk020725722

1. This administrative modification is issued to change the total estimated quantity and unit price. This change in the quantities and unit price is required so that the PD2 program will allow delivery orders to be placed against the contract. The total estimated price remains unchanged. Individual delivery orders will reference Exhibit A for actual CLINs and sub-CLINs ordered. Estimated quantities and actual unit prices for the CLINs and sub-CLINs will be provided in the Exhibit A as part of each individual order.

2. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED 24-Sep-2007
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001
The pricing detail quantity has increased by 998,406.83 from 1.00 to 998,407.83.
The unit price amount has decreased by $998,406.83 from $998,407.83 to $1.00.

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-AUG-2007 TO 15-FEB-2008	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-AUG-2007 TO 15-FEB-2008	N/A	N/A FOB: Destination	

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER N4034507RCSG0033

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-07-D-0006	22-Jun-2007		N40345-07-T-0034	08-Jun-2007

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)* 8. OFFER DUE DATE/LOCAL TIME 02:00 PM 19 Jun 2007

9. ISSUED BY CODE N40345

U.S. FLEET AND INDUSTRIAL SUPPLY CENTER
DET SINGAPORE
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SMALL BUSINESS
  - [ ] HUBZONE SMALL BUSINESS
  - [ ] 8(A)

NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [X] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING 12

14. METHOD OF SOLICITATION
- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO CODE **SEE SCHEDULE**

16. ADMINISTERED BY CODE **SEE ITEM 9**

17a. CONTRACTOR/OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE LTD
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only) **$57,370.00**

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE HSVANUATU
- [X] OFFER DATED 19-Jun-2007 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED 21-Jun-2007

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) Contracting Officer

TEL (b)(6), (b)(7)(C)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section B - Supplies or Services and Prices

OVERVIEW SECTION III
OVERVIEW OF CONTRACT

1. OBJECTIVE

1.1. The objective of this contract is to obtain Husbanding Services for U.S. Navy Ships and logistics support services required by U.S. Government organizations and agencies in Vanuatu.

1.2. Additionally, the husbanding contractor may be called upon to provide services and supplies in support of exercises and Operations Other Than War (OOTW) in Vanuatu.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) at any berthing or anchoring location in Vanuatu.

2.2. The schedule of supplies/services and prices (See Exhibit A.) is sub-divided into lots. Lots may be for individual Ports or they may include several Ports under one (1) lot. For this contract Lot I is for Port Vila and Lot II is for All Other Ports in Vanuatu.

2.3. The individual HS items provided under this contract are listed in Section B2, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).

2.4. There is also a requirement to assist the ship in obtaining unforeseen additional items relating to husbanding of the ship in port.

2.5. The holder of this contract is a US Navy contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT

3.1. This is a Firm-Fixed-Price Requirements contract. The Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services. This clause "DEFINITION OF THE CONTRACTUAL REQUIREMENT" complements the clause herein entitled "REQUIREMENTS (OCT 1995) (FAR 52.216-21)."

4. DURATION OF CONTRACT - This contract is for six (6) months from 01 Jul 07 to 31 Dec 07. Additionally, the contract will include FAR 52.217-8 OPTION TO EXTEND SERVICES clause. The possible contract duration is twelve (12) months if the six (6) month extension of services is exercised under FAR 52.217-8.

5. CONTRACT USERS

5.1. Mandatory Users - U.S. Navy ships visiting locations covered under this contract are required to use this contract if HSs are requested (with the exceptions noted below). Ship classifications are listed in Attachment 1.

5.2. Optional Users - The following types of U.S. ships are not required to use this contract but may use it if desired. The Contractor is obligated to provide the service or supply at the same rates listed in The Schedule:

- Military Sealift Command Ships (USNS)
- U.S. Coast Guard (USCG) Ships
- U.S. Army Ships
- U.S. Government personnel conducting business in locations under this contract.

- Department of Defense (DoD) Chartered Ship: These ships usually have their own appointed agent. However, users of this contract are obligated to order the required services listed in the Schedule of Supplies and Services including any Force Protection. Services ordered are "all or none".

5.3. Exceptions: The Government has the choice to use or not use this contract under the following types of situations:

- During U.S. Military Exercises or Operations.
- When Host Nation provided support is available.
- When U.S. Government owned supplies or services are available.
- When ship repair work is being done in conjunction with the Port Visit.
- Ships operating outside the Command and control of the 7th Fleet, or other U.S. Navy Fleets.
- Whenever a fixed price product or service listed in this contract is available at a lower price under a port tariff.

6. MULTIPLE SHIP VISITS - The contractor is required to be able to simultaneously Husband a maximum of four (4) ships at one time.

7. ESTIMATED QUANTITIES - The number of ship visits and required services or supplies are only estimates. There is no guarantee that the government will meet or exceed the estimates. The ship is not obligated to use all items in The Schedule.

8. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities, or finally provide it themselves to include subcontractors. The Schedule lists what items are available through HN and Port Authorities.

9. MARK V HIGH-SPEED-INTERCEPTOR-CRAFT (HSIC) - Mark V (HSIC) Special Operations Craft may be in port or in the direct vicinity for up to 90 days conducting operations. The Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and Management fees will be based on the total fee for the pair of boats. Attachment 1 provides details.

10. LONG TERM SHIP VISITS –

10.1. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit. During the period of reduction, the Contractor is relieved of all husbanding requirements specified by the Contracting Officer, Ordering Officer and / or AGR as unnecessary; and shall continue to provide only those services specifically authorized by the Contracting / Ordering Officer via verbal and /or written modification of the delivery order (CHT, trash removal, potable water etc).

10.2. Unique/Particular Situations:

10.2.1. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within three (3) days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back before Tuesday, it will be charged subsequent day fees. If the ship comes back on Tuesday, it will be charged the first day rate).

10.2.2. If a ship comes into port and does not notify the Contractor or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days, subject to the conditions in paragraph 10.2.1. above.

10.3. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong, China SAR and Singapore.

11. SHIPYARDS - U.S. Navy Ships in shipyards may order off of this contract without incurring Management Fees.

12. OTHER PERSONNEL - Other U.S. personnel conducting business at locations covered by this contract may order off of the contract without incurring Management Fees. These orders do not involve continuous management of husbanding services and maybe for items such as vehicles, phones or other services.

13. ORDERING

13.1. Ordering Items on Contract: Only Authorized Government Representatives (AGR) can place orders against this contract. AGRs for this contract are:

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any FISC Detachment Singapore warranted KO or their authorized representative.

13.2. Short Notice Orders: Occasionally, there may be short notice orders of less than 48 hours, which the Contractor should support if possible. If the Contractor cannot support these requirements, then the AGR may solicit them from other companies.

13.3. Substitutions: Substitution of ordered CLIN shall not be allowed unless authorized and accepted in writing by the AGR and requiring activity. If accepted by the AGR or requiring vessel, substituted CLINs shall only be charged at the rate of the originally ordered CLIN. An example would be if a 20 pax bus was ordered, but was not available and substituted with two 10 pax vans. The Contractor will only be able to charge for one 20 pax bus, not two 10 pax vans. If the requiring activity and AGR agree to rates of the substituted CLINs, then it is not considered to be substitution but a change to the requirement.

13.4. Cancellation of Orders:

13.4.1. Unless otherwise provided herein, in the event an order is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled “Termination for the Government’s Convenience (FAR 52.212-4)”, of the clause entitled “CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS” as negotiated. Any disagreements shall be subject to the Disputes clause in the contract.

13.4.2. In rare cases, when ordering of items requires long lead times, the Government may negotiate cost reimbursement under the Termination for the Government’s Convenience clause as stated above.

13.4.3. In all cases, the Contractor is responsible for taking all necessary steps to mitigate any damages or termination costs on behalf of the U.S. Government.

14. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English. All electronic communication between visiting vessels and contractor shall be copied to FISC Detachment Singapore Contracting Officer and Logistic Support Representative. This is to ensure oversight and assistance to either party as required.

15. STANDARDS FOR PROFESSIONAL SERVICES

15.1. The Contractor shall bring to the Navy the highest level of commitment to customer satisfaction including the timely delivery of goods and services at fair and reasonable prices to ships making port visits; continuous oversight of costs and performance throughout the areas covered by this contract; and, meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. To this end, the Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning cost and performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Services Officers and the U.S. Government.

15.2. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

15.3. The Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

15.4. The Contractor is responsible for ensuring that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

15.5. The Contractor will ensure that subcontractors comply with these requirements.

16. HEIGHTENED VIGILANCE

16.1. The Contractor has an obligation to be alert at all times in order to contribute to the protection of the ship and its crew. The Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The Contractor also has an obligation to report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

16.2. The Contractor will fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the Contractor will identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The Contractor will arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

17. EQUIPMENT - All vehicles, watercraft, and equipment provided must be in sound mechanical condition, be in compliance with local laws and specifications, meet all local safety standards, and have all required current certifications and insurance.

18. GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM) – In the event that the contractor is required to use government equipment, the Contractor shall be responsible for all loss or damage to, or the destruction of, Government property in its possession. The Contractor shall not be responsible for damage due solely to normal wear and tear.

19. CONTRACT PRICING

19.1. Contract Currency - All contract prices are in U.S. Dollars (US$).

19.2. Fixed Price - Prices are firm-fixed-price per unit and are inclusive of ALL costs.

19.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor perform during normal working hours, overtime for work performed outside normal working hours, weekend hours, holidays, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit. The Contractor shall only charge for actual usage while the vessel is in port.

19.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

19.2.3. Pre-Positioning / Pre-Staging - All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

19.2.4. Repositioning equipment. All repositioning of equipment when required shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

19.2.5. All local Government taxes are included in the unit cost.

19.3. Port Tariff (PT) or other controlled prices - (See Exhibit B - Port Tariffs). Items listed as PT where a port or local government type organization controls the price will be paid at the current published rates. For example, if a port provides the Tug boat then the Contractor can only charge the U.S. Government what was charged for the Tug by the port.

19.4. Time Calculations - Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged.

19.5. Demurrage - Demurrage charges shall only be charged if the Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but was not attended to until 1500 hrs when pumping begins. The contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs). Demurrage charges will be charged as stated in the schedule of supplies and services. This only applies to CLINs that have demurrage charges as sub-CLINs.

20. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

DAO	Defense Attaché Officer
DY	Day
EA	Each
GL	Gallon (3.785 Liters)
HR	Hour
IDD	International Direct Dialing
JB	Job
LO	Lot
M	Meter
MIN	Minimum
NSP	Not Separately Priced
OOTW	Operations Other Than War
PAX	Passenger
PK	Package

PT Port Tariff
QTY Quantity
TP Trip

21. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any supply or service.

- CAMELS: See Fenders

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the year of the contract. The base year is zero (0), the first Option Year is one (1), and the second Option Year is two (2). (For example a base year would be 0XXX, and the first Option Year is 1XXX, and the second Option Year is 2XXX.) The second digit indicates the Lot number. (For example Lot 1 would be X1XX, Lot II would be X2XX) If there are no Lots in the contract then the second digit will be zero. (For example X0XX) The third and fourth digits are the service or supply item number. (For example XX01 is the first item, XX02 is the second item, and so forth.) If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX12 for Force Protection could be divided into XX12AA for Beach Guard Office and XX12AB Dive and Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: A calendar day.

- Delivery Order (D.O.): A delivery order is an order for supplies placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge. Commercial or commonly used self-fendering devices normally consist of car and/or truck tires. These may not be sufficient for U.S. Navy purposes. The Contractor is to inform visiting vessel/s of this fact so that additional Yokohama type pneumatic fenders may be ordered when and if required.

- FORCE PROTECTION (FP). Security measures to protect a ship and their crew from dangerous situations such as terrorist actions. FP includes taking as many steps as possible to deter an attack. The HS contractor is responsible for contract FP items.

- GARBAGE: See Attachment 2 – Refuse Definitions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL (GFE/GFM): Items fully transferred to the Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Host Nation Government tax is a levy on goods and services made in the local country. The tax rate will vary from with the location. The U.S. Government is usually exempt from host nation Government Taxes.

- HOST NATION (HN): The country, which is being visited by the U.S. ship.

- HUSBAND: To provide all supplies and services requested by a ship during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other contractors work with the ship, assisting with Non-Contract item requests, and generally taking care of all the needs of the ship and personnel on board. It should utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION (MOB & DEMOB):

  - Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

  - Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPARATELY PRICED (NSP): Item that is not separately priced. The CLIN for CRAFT should be factored into the Management Fee. The NSP CLIN is used to administratively order any unpriced items in accordance with the pricing rationale in paragraph refer to Section C (SOW), Arranging Supply and Services.

- POINT OF CONTACT (POC): A designated individual who is responsible for an item and is a single interface. The individual must be knowledgeable of the item and be able to answer questions and make decisions or obtain a decision when required.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples are pilot services, tugs, picket boats, security guards, and potable water. The Contractor has no control over the price and the ship will pay the prevailing rate at the time of service.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- RESERVED: An item not used in this contract. A “Reserved” item is an item that can be ordered when required but currently not available.

- SUPPO: A ship’s Supply Officer. The SUPPO may hold a limited contracting warrant and is authorized to sign contracts and place orders.

- TRASH: See Attachment 2 – Refuse Definitions.

22. CONTRACTOR REPRESENTATIVE – The Government shall contact the following Contractor person(s) for prompt contract management:

Name of Individual: Leonard G. Francis

Title of Individual: Managing Director

Mailing Address: 15D Pandan Road, Singapore 609266

Tel No: (65) 62727937

Fax No: (65) 62707240

Mobile: (65) 97983155

E-mail address: Leonard@glennmarinegroup.com; glenncom@glennmarinegroup.com

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001		1	Lot		$57,370.00

Husbanding Services - Vanuatu
FFP
See Exhibit A for a complete listing of all CLINS and SUBCLINS for this CLIN.
The period of performance of this contract shall be for six months with an option to extend the period of performance of services up to a maximum of six months.
FOB: Destination
PURCHASE REQUEST NUMBER: N4034507RCSG0033

ESTIMATED NET AMT	$57,370.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
9000					

Exhibit A - ELIN's
FFP
FOB: Destination
PURCHASE REQUEST NUMBER: N4034507RCSG0033

ESTIMATED NET AMT	$0.00

SECTION C – STATEMENT OF WORK

TASKS: The Contractor shall perform the following tasks when ordered by an AGR.

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 1 – Classifications of Navy Ships)

1.1 PRE-ARRIVAL HUSBANDING DUTIES.

1.1.1. The Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The Contractor shall order requested services and supplies.

1.1.3. Pre-arrival CRAFT Cost Estimate - The Contractor shall furnish to each ship and FISC Detachment Singapore Contracting Officer a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship and the Contracting Officer within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship’s arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated “additional” costs.

1.1.4. These estimates shall be provided for all US Navy, Military Sea-lift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the Husbanding Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U. S. Defense Attaché’s Office.

1.1.6. The Contractor shall prepare and stage all required supplies and equipment prior to the ship’s arrival. Staging may be as required by each location.

1.1.7. The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

1.1.8. The Contractor shall assist the ship’s Advance Party to include planning and coordination meetings.

1.2. POST-ARRIVAL HUSBANDING DUTIES

1.2.1. The Contractor shall Husband the ship when at the berthing location.

1.2.2. The Contractor shall install all equipment upon ship arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The Contractor shall brief the designated ship representative about Contractor provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. Also, the Contractor will provide their POC information with 24 hour contact phone numbers.

1.2.5. The Contractor shall provide the SUPPO upon ship's arrival a copy of The Schedule and SOW, applicable port tariffs and current prices for frequently ordered services such as laundry services and vehicle rental.

1.2.6. Money Exchange Services:

1.2.6.1. The Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. This Official Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.6.2. The Contractor shall arrange for authorized moneychangers to exchange ship personnel U.S. dollars with local currency. Exchange services onboard ship shall be made available to crewmembers at least two hours daily with buy back service on the day before the ship's departure. The moneychangers may include a nominal commission of no more than plus or minus 1.5% difference from the Official Rate above.

1.2.7. Laundry Services:

1.2.7.1. The Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure.

1.2.7.2. The Contractor shall assist in resolving vendor billing discrepancies.

1.2.8. Interpreter Services:

1.2.8.1. All contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port.

1.2.8.2. The Contractor is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered by the Supply Officer under this contract or any other contract.

1.2.9. Mail Delivery Services: The Contractor shall provide mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

1.2.10. Moral Welfare and Recreation (MWR) Services:

1.2.10.1. The Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) contractor servicing the ship.

1.2.10.2. If an ITT contract has been awarded which covers Vanuatu then the HS Contractor must refer all MWR requests to the authorized ITT contractor. If awarded, the ITT contractor is the U.S. Navy's sole representative for this service. Only MWR may sell, offer, offer to sell, or collect a fee for booking or providing accommodation, tours, travel, recreation or entertainment to the ship's crew. Under no circumstances will the Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

1.2.11. Passing Ship's Orders: The Contractor shall coordinate and pass orders, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts. This service includes all necessary actions to facilitate the acceptance of supplies or services ordered under Government contracts. The HS Contractor shall also arrange for these contractors invoicing and payments by the ship. The HS contractor must have a mutual

agreement with the other contractors to perform these services for them. Any disputes or discrepancies arising from the order will be resolved directly between the ship and the other contractor(s) with assistance from the HS Contractor and FISC Detachment Singapore.

1.2.12. Customs & Immigration: The Contractor shall assist ship personnel with immigration and customs requirements into their country. This includes providing Visa and Customs application forms. The Contractor shall contact the FISC Detachment Singapore prior to arrival to ascertain how many personnel will require assistance.

1.2.13. The Contractor shall facilitate the ship's timely departure.

1.2.13.1. The Contractor shall provide a timely cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.13.2. The Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided.

1.2.13.3. The Contractor shall remove all provided equipment.

1.3. ARRANGING SUPPLIES AND SERVICES

When requirements exist for items not priced in the Schedule of Supplies and Services, the Contractor shall assist the Supply Officer of the vessel in obtaining information from, and delivering information to, reliable sources for these items by identifying responsible sources, performing market surveys, providing pricing information from at least three sources whenever feasible, and delivering Government orders. In obtaining or delivering this information, the Contractor shall inform the potential sources that it is solely obtaining and delivering information for the U.S. Navy, and is not entering into any contractual commitment. The information obtained shall be submitted to the ship's Supply Officer who shall issue appropriate contractual documents and courtesy copy to FISC Detachment Singapore Contracting Officer. The Contractor shall deliver to the vendor the Supply Officer's or Contracting Officer's order to purchase the supplies or services. This order shall be in writing (facsimile and electronic transmission included) and signed by the Supply Officer or Contracting Officer specifying the price, item(s), quantity, and delivery requirements of the order. The Contractor shall facilitate receipt of the items by the ship. The Contractor is not required to arrange unofficial requirements or personal requests from individual crewmembers. In certain cases (i.e. Fuel, FF&V, Bread and Eggs) the Contractor shall use the SOWs furnished herein when arranging supplies and services.

In the event the above process cannot be followed by the Supply Officer, the Contractor is still responsible for promoting competition to the maximum extent practicable to obtain supplies and services from the source whose offer is the most advantageous to the Government. In addition, if the supply or service required is greater than $3,000, the Contractor shall provide information on the results of competition conducted by providing: name of the sources contacted, amount of each offer received (indicating the items ordered, quantity, unit price and total price) and rational for decision. This information must be provided to FISC Detachment Singapore Contracting Officer during the ship visit or no later than 7 days after the ship's departure from the visited port. The Contractor's responsibility to promote competition as indicated in this paragraph will be evaluated based on the criteria established in Section B1, Overview, paragraph 15, Standards for Professional Service; sub-paragraph 15.1 and 15.2.

No later than 60 days after contract award, the Contractor is required to submit written policy and procedures on Arranging Supplies and Services (to include purchasing procedures). The Contracting Officer will review the plan for acceptability, and may require revisions to the policy. When the Contracting Officer deems the written policy and procedures acceptable to the Government, the Contracting Officer will approve the plan.

1.4. FRESH FRUITS AND VEGETABLES (FF&V), BREAD, EGGS, AND OTHER SUBSISTENCE ITEMS

1.4.1. When requested by the ship, the Husbanding Contractor shall assist in arranging for the timely provision of FF&V, Bread and Eggs and other subsistence items. FF&V shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using nightsoil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. The Husbanding Services Contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars (Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Any delivery charges shall already been part of the price and should not be shown separately.

1.4.2. In all cases where the total cost of FF&V and subsistence items received by a ship exceeds $10,000.00 for a port visit, the Contractor, in addition to the CRAFT reports, shall submit a report via e-mail to FISC Detachment Singapore within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the Contractor shall provide copies of all quotes obtained.

1.4.3. The Husbanding Contractor is responsible for ensuring that the sources recommended to the ship's SUPPO for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection is provided as Attachment 8.

1.4.4. Husbanding Contractors shall consider this requirement for inspection of sources when recommending or selecting suppliers of subsistence items. Under no circumstances should the Contractor recommend or offer for acceptance subsistence items from non-approved sources.

1.4.5. The Contractor shall comply with the Quality Assurance Provisions as per Attachment 9.

1.5. PRE-SAILING VISIT: The Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor's best estimate and an adjustment will be made later.

1.5.1. The payment will be made by the ship prior to departure from the port. If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Officer, U.S. Navy Region Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury check. The Contractor must accept the U.S. Government commercial purchase card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPC is the MasterCard. If a ship uses a U.S. Government credit card, the ship shall reimburse the Contractor any surcharge imposed by the financial institution processing the credit card transaction. The applicable credit card surcharge cannot exceed three (3) percent. Upon award of contract, the Contractor shall provide evidence furnished by the Financial Institution of the credit card surcharge.

1.5.2. The Contractor shall also provide any invoices for port tariff items which have been completed for certification by the ship's Supply Officer.

1.5.3. Copies of all invoices presented to the ship shall be provided to FISC Detachment Singapore Contracting Officer within 5 working days from the departure of the visiting vessel.

1.5.4. The Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for this information shall be the Command Duty Officer, Supply Officer, or his designated representative.

2. OPERATIONS OTHER THAN WAR (OOTW) AND EXERCISE/ LOGISTIC SUPPORT FEES (LOT 2) (CLIN XX36)

2.1. Operations Other Than War (OOTW), sometimes referred to as "contingencies", are defined as emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. In addition to rescue and humanitarian relief missions, military contingencies can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property; training efforts and exercises in preparation for actual contingencies shall also be included.

2.2. An exercise is defined as a prearranged, preplanned evolution being conducted between the U. S. Government and a foreign nation for Humanitarian, training, or other purpose of a specified duration. The name of the event will generally, but may not always, include the word "exercise."

2.3. Logistic Support is defined as goods and services provided in a background framework to an operation or an exercise. Logistics Support can take place in the immediate vicinity of the operation/exercise or a great distance away.

2.4. An operation can be further defined as an unplanned, real world deployment of troops for an indefinite period of time. It can include Non-combatant Evacuation Operations (NEO's).

2.5. The Navy's Husbanding Contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a country wide network familiar with the different political and commercial infrastructures, as well as cultural and language nuances where the OOTW and/or Exercise/ Logistic Support is conducted to ensure timely fulfillment of the Navy's requirements. In addition to the above, the Contractor shall furnish personnel with the following qualifications:

2.5.1. ability to speak the local language in the country of the OOTW and/or Exercise/ Logistic Support
2.5.2. capacity to travel to the OOTW or forward logistic site within 24 hours of notification
2.5.3. current innoculation records
2.5.4. possess a valid up-to-date passport.

2.6. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours a day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. He is there to assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The contractor team shall consist of a minimum of two personnel per location that the OOTW and/or Exercise/ Logistic Support is being conducted. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

2.7. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the Contractor's Husbanding fees and CLINS shall apply.

2.8. A sample of the potential list of OOTW and/or Exercise/ Logistic Support supplies and services is provided for contractor reference in Exhibit C. The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the Husbanding Contractor shall make every effort to locate at least three sources.

3. BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The Contractor shall place additional fenders between the breasting barge and the ship when requested.

3.3. The Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. RESERVED - BROW (CLIN XX04)

4.1. The Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not damage the surface of the pier.

4.2. Due to the dramatic height difference between the submarine deck and pier, the Contractor provided submarine brow must afford personnel a smooth and safe transit when entering or exiting thesubmarine deck. Also, the submarine brow must be capable of supporting shorepower cables without damaging the cable.

5. RESERVED - CAMELS (CLIN XX05) - The Contractor shall provide camels as fenders for the ship.

6. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX06)

6.1. The Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

6.2. The Contractor shall pump sewage from the ship to contractor-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

6.3. The Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

6.4. The Contractor shall provide CHT hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

6.5. When collection of CHT is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship.

6.6. The Contractor shall properly dispose of all sewage in accordance with Section B1 - OVERVIEW of the contract section, paragraph 15, Standards for Professional Services.

6.7. The Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements.

7. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX07)

7.1. RESERVED - The Contractor shall arrange for landlines to be installed aboard the ship.

7.2. The Contractor shall provide fully charged, mobile hand phones with chargers capable of using dual voltage. Each mobile phone provided shall include a spare battery and an operating manual/instruction with published rates for usage.

7.3. The Contractor shall provide activation, auto roaming, long distance accounts, and airtime for land and mobile hand phones.

7.4. The Contractor shall provide commercial telephone booth and sale of phone cards for personal use by crewmembers.

7.5. The Contractor shall provide pre-paid International Calling Cards for official use.

8. CRANE (CLIN XX08) - The Contractor shall provide cranes with operators, required assistant personnel (minimum two assistants), and support equipment such as slings, lifting bars, and nets. When ordered, the Contractor is required to provide mobile crane services (shore crane and floating crane) with operator. The Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

9. DOCKAGE AND WHARFAGE (CLIN XX09) - The Contractor shall provide pier and wharf usage.

10. FENDERS (CLIN XX10) - The Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

11. FLEET LANDING (CLIN XX11) - The Contractor shall provide a Fleet Landing site at designated piers. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct Force Protection (FP) operations. The Contractor shall ensure that this area is kept clean during the ship visit in port.

12. FORCE PROTECTION (CLIN XX12)

12.1. General (CLINs XX01 & XX02): The Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The Contractor must develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The Contractor must coordinate all aspects of FP planning and services with Port Authorities, HN agencies, and U.S. Embassy security staff. If the HN is supplying FP assets the Contractor must verify they are available and are scheduled to show up on time. The Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

12.1.1. Access Points: The Contractor shall establish a single entry and exit point to the pier area.

12.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

12.1.3. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

12.1.3.1. Background Checks. The Contractor shall run security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees who fail this background investigation.

12.1.3.2. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

12.1.3.3. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

12.1.4. Access Lists: The Contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

12.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

12.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

12.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

12.1.5. Inspections. The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

12.1.6. Stand-Off Distances:

12.1.6.1. Objects: The Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.1.6.2. Unloading Zones: The Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship or to the maximum extent practicable.

12.1.7. Warning Signs: The Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

12.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. A clear warning must be given that the use of deadly force may be authorized by the local security guards or police force.

12.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area & Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

12.2. Non-Contract FP Measures: The Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Detachment Singapore Contracting Officer. The Contractor must explain what the FP service will entail and why it is being required. The Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the Contractor will be either authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

12.3. Beach Guard Office or Tent (CLIN XX12AA)

12.3.1. The Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ships personnel while performing security checks on personnel, baggage, and vehicles.

12.3.2. The office or tent will be large enough to accommodate a minimum of five (5) people. Tents will have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The Contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 LB, CO_2 fire extinguisher will be provided and kept fully charged.

12.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

12.4. Dive and Vetting Operations (CLIN XX12AB)

12.4.1. The Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

12.4.2. The pier will be vetted prior to the ships arrival.

12.4.3. The Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

12.4.5. The Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

12.5. Floating Line of Demarcation (CLINs XX12AC through XX12AD)

12.5.1. The Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. Rather it is to help identify a safe standoff zone.

12.5.2. The Contractor shall comply with the specification of the FLD in Attachment 3.

12.6. RESERVED - Perimeter Fencing (CLIN XX12AE)

12.6.1. The Contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the Contractor will provide portable chain link fencing with vehicle and walk up entrances.

12.6.2. The perimeter fence provided by the Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved Entry Point: Entry available for vehicles and personnel.

12.7. Physical Security Barriers (CLIN XX12AF through XX12AJ)

12.7.1. The Contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

12.7.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used. As well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

12.7.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zig zag patterns to control the speed of access.

12.7.4. A personnel entry point must be established through the barriers.

12.7.5. Barriers may also be used to seal off secondary Port gates.

12.7.6. All barriers must be placed prior to a ship's arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

12.8. Picket Boats (CLIN XX12AK)

12.8.1. The Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

12.8.2. The Contractor shall comply with Attachment 4 for picket boat operations and specifications.

12.9. Portable Latrine (CLIN XX12AL)

12.9.1. The Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

12.9.2. The Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

12.9.3. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

12.9.4. The Contractor shall clean latrines twice daily.

12.10. Portable Lighting (CLIN XX12AM)

12.10.1. The Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Ports installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship.

12.10.2. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

12.11. Security Guards Services (CLINs XX12AN through XX12AP)

12.11.1. The Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

12.11.2. The Contractor shall comply with Attachment 5 for security guard operations.

12.11.3. All security guards shall be armed.

12.12. Two Way Radios (CLIN XX12AQ) - The Contractor shall provide two way radio sets capable of communicating with the ship, picket boats and to the shore patrol designated individuals.

12.13. Hand Held Explosive Detectors (CLIN XX12AR) - The Contractor shall provide hand held explosive detectors capable of detecting explosives.

12.14 Hand Held Wand Metal Detectors (CLIN XX12AS) - The Contractor shall provide hand held metal detectors capable of detecting metal.

12.15. Walk Thru X-Ray Machine (CLIN XX12AU) & Metal Detector (CLIN XX12AT) - The Contractor shall provide walk thru X-ray Machine & metal detector capable of X-raying hand carried luggage and bags to determine its contents, and also capable of detecting metal. Equipment shall be manned by professionally trained operator to operate the equipment 24 hours a day.

12.16. Under Carriage Vehicle Scanner (CLIN XX12AV) - The Contractor shall provide under carriage vehicle scanner to scan vehicle undercarriages.

13. FORKLIFT WITH OPERATOR (CLIN XX13) - The Contractor shall provide forklifts with operators for loading and unloading operations.

14. FUEL (CLIN XX14)

14.1. Normally, fuel is provided by the HN or by other U.S. Navy bunkering contracts. However, if those sources are not available, then the HS Contractor may be required to assist in obtaining the fuel. In that case, the Husbanding Contractor must comply with this paragraph and must ensure the attached specifications are met by the fuel provider.

14.2. If a ship requires the Husbanding Contractor to provide fuel, the Husbanding Contractor shall contact the bunkering contractor or HN source. If the HN or bunkering contractor can provide the fuel within the time needed, the Husbanding Contractor shall so inform the ship. However, if the HN or US Government bunkering contractor cannot deliver the fuel when required by the ship, the Contractor shall so inform the SUPPO or FISC Detachment Singapore and request approval to proceed. Only after this is done, may the Contractor arrange for fuel delivery.

14.3. The Contractor shall only charge fuel at the daily commercial fuel rate established by theh port or local authorities. The Contractor shall provide documentation of the daily rate to the SUPPO. The fuel price charged shall be free on board the ship whether at pier side or at anchor. Compensation for all husbanding efforts or costs associated with assisting in the acquisition and delivery of fuel (for instance, dealing with customs authorities) are included in, and otherwise covered by, the daily fixed husbanding services rates set out in the Schedule of Supplies/Services of this contract.

14.4. The Contractor shall provide fuel in accordance with Attachment 6 – Fuel Specifications.

14.5. The Contractor shall provide a fuel barge or truck to transport fuel to the ship.

14.6. The Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

14.7. The Contractor shall load the ordered fuel and transport to the ship. The Contractor shall transfer the fuel from the fuel barge or truck to the ship. The Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

14.8. The Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

15. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX15)

15.1. The Contractor shall remove and dispose of garbage and trash from the ship.

15.2. The Contractor shall provide dedicated refuse bins to the ship.

15.3. If collection is done by sea, the Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship.

15.4. The Contractor shall collect all loose refuse placed adjacent to refuse bins.

15.5. The Contractor shall immediately clean up any spilled refuse.

15.6. The Contractor shall properly dispose of all collected refuse.

16. RESERVED - LINESBOATS (CLIN XX16) - The Contractor shall provide Linesboats to assist in docking line handling operations.

17. RESERVED - LINE HANDLERS (CLIN XX17)

17.1. The Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier.

17.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

18. RESERVED - MANLIFT (WITH OPERATOR) (CLIN XX18)

18.1. The Contractor shall provide a manlift with operator and a full fuel tank.

18.2. The Contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning.

18.3. The Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The Contractor shall maintain documentation of ship personnel acknowledgement of the training.

19. MATERIAL HANDLING (CLIN XX19)

19.1. The Contractor shall provide material handling services for the ship. They will receive material shipped to them to include clearing customs, store the items, report the status of the items, deliver to the ship, and forward the items if unable to deliver.

19.1.1. The Contractor shall use counter-to-counter delivery and charge by each Bill of Lading.

19.1.2. All material shipped shall be labeled “SHIP’S SPARE IN TRANSIT”

19.1.3. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship’s arrival.

19.1.4. Shipping documents shall be labeled ‘SHIP’S SPARE(S) IN TRANSIT” and addressed to the ship’s Commanding Officer of the Unit and care of the Contractor.

19.2. The Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel.

19.3. The Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

19.4. The Contractor shall use forklifts and cranes from The Schedule.

19.5. The Contractor shall receive the package from the carrier and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

19.6. The Contractor shall deliver the package to the shp after arrival in port or the following morning.

19.7. The Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative or FISC Detachment Singapore.

19.8. The Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship.

19.9. The Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

20. MISCELLANEOUS (CLIN XX20)

20.1. INTERPRETER SERVICES (CLIN XX20AA) – The Contractor shall arrange for interpreter/translator services necessary to assure timely delivery and performance of the supplies and services ordered by the SUPPO. The interpreter/translator shall be fluent in both spoken and written local language and English.

21. RESERVED - OIL BOOMS (CLIN XX21)

21.1. The Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water.

21.2. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

21.3. The Contractor shall dispose all oil waste caught in the Oil Boom.

22. OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX22)

22.1. The Contractor shall remove oily waste and aggregate water from the ship.

22.2. The Contractor shall pump oily waste and aggregate water from the ship to Contractor provided equipment.

22.3. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed.

22.4. The Contractor shall provide hoses of sufficient length from contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

22.5. When removal is done via barge, the Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship.

22.6. The Contractor shall properly dispose of all oily waste and aggregate water.

22.7. The Contractor shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements.

23. RESERVED - PAINT FLOAT (CLIN XX23)

23.1. The Contractor shall provide paint floats to hold personnel painting the ship.

23.2. The paint float deck shall be between two (2) to three (3) meters above the waterline and the scaffolding shall be no higher than 3.5 meters from the deck.

23.3. The ship is responsible to secure the paint float to the ship if rented for more than one day.

24. PILOTS (CLIN XX24) - The Contractor shall provide qualified pilots to navigate the ship to and from the berthing locations.

25. RESERVED - POTABLE WATER (CLIN XX25) - The Contractor shall deliver fresh, potable water to the requesting ship in accordance with the current World Health Organization (WHO) Guidelines for drinking-water quality, located at http://www.who.int/water_sanitation_health/dwq/gdwq3rev/en/index.html, to the intake hose of the requesting ship suitable for showering, cooking and cleaning. Water availability shall be in accordance with the delivery schedule specified by the SUPPO. The ship shall test and determine acceptability of the water delivered.

26. RESERVED - PRATIQUE (CLIN XX26) - The Contractor shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

27. RESERVED - REEFER CONTAINER (CLIN XX27)

27.1. The Contractor shall provide reefer containers with power source for refrigerated storage.

27.2. The Contractor shall provide diesel generators with fuel and properly sized to operate reefers continuously. Generators shall emit sound levels of less than 84 decibels.

27.3. The Contractor shall make all power connections between the generator and reefer.

27.4. The Contractor shall operate the reefer at the temperature specified by the ship.

28. RESERVED - SHORE POWER (CLIN XX28)

28.1. The Contractor shall provide shore power to the ship using

28.1.1. Port provided permanent connection system.

28.1.2. Or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels.

28.2. The Contractor shall provide all cables and make all power connections between the generator and ship.

28.3. The availability of shore power shall be in accordance with the schedule established by the ship.

29. RESERVED – SHORE STEAM (CLIN XX29) – The Contractor shall provide shore steam to the ship.

30. RESERVED - STEVEDORE SERVICES (CLIN XX30) - The Contractor shall provide stevedores and supervisors for general labor.

31. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX31)

31.1. The Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

31.2. The Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

32. TRANSPORTATION VEHICLES (CLIN XX32)

32.1. The Contractor shall provide vehicle service with qualified drivers for official government business.

32.2. The Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

32.3. The Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

32.4. The Contractor shall provide drivers who can speak and understand English clearly.

32.5. The Contractor shall provide only vehicles with air conditioning.

32.6. The Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

32.7. The Contractor shall return all items left in rental vehicles to the ship's SUPPO or to FISC Detachment Singapore if the ship has departed.

32.8. The Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

33. TUGS (CLIN XX33)

33.1. The Contractor shall provide tugs to bring ships to and from berthing locations.

33.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

33.3. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

33.4. If tugs are not available through the port authority, the Contractor shall use commercially available tugs.

34. WATER TAXIS (CLIN XX34)

34.1. The Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 7 – Water Taxi Specifications.

34.2. The Contractor shall return all items left in water taxis to the ship's SUPPO or FISC Detachment Singapore.

34.3. The Contractor shall obtain written acknowledgement of water taxi service by the ship's duty officer onboard. Logs shall be used to document arrival and departure times.

35. CRAFT REPORT (CLIN XX35)

35.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit D - CRAFT.

35.2. The report shall be submitted to FISC Detachment Singapore Contracting Officer or FISC Detachment Singapore within seven (7) working days of each ship's departure.

36. OPERATIONS OTHER THAN WAR (OOTW)/CONTINGENCY OPERATIONS AND DISASTER RELIEF FEES (CLIN XX36) See MANAGEMENT SERVICES (CLIN XX01), paragraph 2 above also.

36.1. OOTW refers to a "Contingency operation" as that term is defined in FAR 2.101. In addition, for purposes of this contract, it refers to rescue and humanitarian relief missions, Non-combatant Evacuation Operations (NEO's), or an unplanned, real world deployment of troops for an indefinite period of time. The provisions of FAR Part 18, Emergency Acquisitions (effective 5 Jul 2006), apply in full to the OOTW requirements of this contract.

36.2. Logistics Support is defined as goods and services provided in a background framework to an operation. Logistics Support can take place in the immediate vicinity of the operation or a great distance away.

36.3. The Contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a network familiar with the local political and commercial infrastructures, cultural and lingual background, and business practice. In order to assist the Navy's response to OOTW, the Contractor shall furnish personnel with the following qualifications:

36.3.1. Ability to speak the local language where OOTW is being conducted.

36.3.2. Capacity to travel to the OOTW or forward logistic site within 24 hours of notification.
36.3.3. Current inoculation records.
36.3.4. Possess a valid up-to-date passport.

36.4. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours a day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. The Contractor shall assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The Contractor shall ensure that sufficient personnel are available at each supported location to effectively perform all necessary tasks. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

36.5. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the contractor's Husbanding fees and CLINS shall apply.

36.6. If an advance party arrives in a country for OOTW, the Contractor shall bill at the OOTW subsequent day rate. If the operation is on going, the Contractor shall bill the OOTW first day rate and then subsequent days. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the Contractor's services are ordered.

36.7. Regardless of location, OOTW support requests for other than the basic service under this CLIN for operations not associated with ships are exempt from the requirements portion of the contract.

36.8. A sample of the potential list of OOTW and/or Exercise/ Logistic Support supplies and services is provided for Contractor reference in Exhibit C. The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the husbanding Contractor shall make every effort to locate at least three sources and shall provide a copy of all documents to the Contracting Officer. In very unique time sensitive situations, the Contractor may be tasked to source and provide a large variety of supplies and services on a very compressed delivery schedule in support of large scale operations like NEOs, etc or other real world events. In these unique situations, the requirement to document market research and source selections for supplies/services over $3000 is still mandatory.

36.9. An exercise is defined as a prearranged, preplanned evolution being conducted between the Government and a foreign nation for training or other purpose of a specified duration. The name of the event will generally, but may not always, include the word "exercise". It includes training efforts and exercise-like activity in preparation for actual contingencies.

36.10. The Contractor shall provide exercise and logistics support in the same manner as is provided for OOTW support.

36.11. Disaster Relief is defined as emergency operations or preparedness to support civil society to cope with natural or man-made disasters. Disaster relief is concerned with recovery efforts.

36.12. The Contractor shall provide disaster relief support in the same manner as is provided for OOTW support.

37. OOTW COST REPORT (CLIN XX37)

37.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for OOTW or each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The sample report format is provided in Exhibit D – CRAFT.

37.2. The report shall be submitted to FISC Detachment Singapore Contracting Officer or FISC Detachment Singapore within seven (7) working days of each ship's departure.

INSPECTION AND ACCEPTANCE

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
9000	N/A	N/A	N/A	Government

Section F - Deliveries or Performance

DELIVERIES AND PERFORMANCE

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
9000	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	JUL 2006
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	SEP 2005
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	SEP 2005

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acq.osd.mil/dp/dars/
http://www.arnet.gov/
http://farsite.hill.af.mil/

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2005) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5 (JUL 2005) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.232-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

ADDITIONAL CONTRACT TERMS AND CONDITIONS

(a) Oral Orders (Indefinite Delivery Contracts) (SUP 5252.216-9402) (JAN 1999). Oral orders may be placed, provided the following conditions are complied with:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.

(3) Invoices for supplies or services furnished in response to total orders will be accompanied with a received copy of each related delivery ticket.

(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

(b) Written Orders (Indefinite-Delivery Contracts) (SUP 5252.216-9403) (JAN 1992). All requests for Services and Supplies must be documented by an AGR with a written Task or Delivery Order using a SF 1449 or DD Form 1155. Written orders on Standard Form 1449/DD Form 1155 will contain the following information, consistent with the terms of the contract:

(1) Date of order;
(2) Contract number and order number;
(3) Item number and description, quantity, and unit price;
(4) Delivery or performance date;
(5) Place of delivery or performance (including consignee);
(6) Packaging, packing, and shipping instructions, if any;
(7) Accounting and appropriation data;
(8) Any other pertinent information.

(c) Payment by Third Party (FAR 52.232.36*)* (MAY 1999) - This clause is incorporated by reference.

(d) Ordering (FAR 52.216-18) (OCT 1995)

(1) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award to final day of the contract.

(2) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a task/delivery order or task order and this contract, the contract shall control.

(3) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the schedule.

(e) Order Limitations (FAR 52.216-19) (OCT 1995)

(1) *Minimum ordering amount.* When the Government requires supplies or services covered by this contract in an amount of less than US $50.00, the Government is not obligated to order, nor is the Contractor obligated to furnish, those supplies or services under this contract.

(2) *Maximum ordering amount*. The Contractor is not obligated to honor --

(i) Any order for a single item in excess of the estimated quantity for that item, which is identified in the pricing schedule of this contract;

(ii) Any single order for a combination of items in excess of the total estimated dollar value for the applicable performance period of this contract; or

(iii) A series of orders from the Government within 120 days that together call for quantities exceeding the estimated quantities identified in the pricing schedule by more than two hundred percent (200%).

(3) This is a requirements contract (which incorporates FAR 52.216-21), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(4) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum ordering limitations in paragraph (b), unless the order(s) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to furnish the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the required supplies or services from another source.

(f) Contract Type. The resulting contract will be a Fixed Price Requirements contract.

(g) Requirements (FAR 52.216-21) (OCT 1995)-(ALTERNATE I) (APR 1984)

(1) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(2) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(3) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirement for the supplies and services specified in the Schedule that exceed the quantities that the activity may furnish within its own capabilities.

(4) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(5) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(6) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after thirty (30) days beyond the expiration of the contract.

(h) Option To Extend Services (FAR 52.217-8) (NOV 1999) (MODIFIED). In order to maintain continuity of service, the Government may require continued performance of any services within the limits and at the rates specified in the contract. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise this option by written notice to the contractor within fifteen (15) days before the contract expires.

(i) Inconsistency Between English Version & Translation Of Contract (FAR 52.225-14) (FEB 2000). In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(j) Taxes – Foreign Fixed Price Contracts (FAR 52.229-6) (JUN 2003). Incorporated by reference.

(k) Payment by Electronic Funds Transfer--Central Contractor Registration (FAR 52.232-33) (OCT 2003). Incorporated by reference.

(l) Authorized Changes Only By The Contracting Officer (SUP 5252.243-9400) (JAN 1992)

(1) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(2) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(3) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and FAX telephone number of the Procuring Contracting Officer (PCO) are:

Commercial Address:	FISC Detachment Singapore PSA Sembawang Terminal Deptford Road, Building 7-4, Unit 2-9 Singapore 759657
Military Address:	PSC 470, Box 2150 FPO AP 96534-2150
FAX Numbers:	(65)-6-750-2639 or 2382

(m) Provision for Wood Products SA 03-05 NAVSUP CLAIMANCY POLICY - Pinewood Nematode (microscopic roundworm) Free Non-Manufactured Wood Pacing (NMWP) Material (SWPM) (Nov 202) NAVSUP

(1) Definition. 'Pinewood nematode' as used in this provision, means a microscopic roundworm that has infested coniferous (softwood) trees.

(2) All non-manufactured wood lumber, pallets boxes, crates, containers, reels blocking and bracing, dunnage, drums, etc. for all shipments are required to be certified pest- (pinewood nematode) free. All wood pallets, boxes, crates, containers, reels, blocking and bracing, dunnage, drums, etc. ordered/delivered from vendors/suppliers shall be heat-treated and marked to the American Lumber Standards Committee (ALSC), NMWP policy and enforcement standards. The approved method for ensuring NMWP material is pinewood nematode free is as follows:

(i) Heat-treated to a minimum core temperature of 56°C(133°F) for at least 30-minutes in a closed chamber that has been tested evaluated, and approved officially for this purpose. In addition, the susceptible wood shall display an officially approved heat-treated marking enabling the identification of where and by whom the above treatment has been carried out.

(3) All bulk lumber procured for the fabrication of pallets, boxes, crates, containers, reels, skids, blocking and bracing, dunnage, drums, etc., shall be certified and marked as a part of the fabrication process, to the ALSC NMWP policy and enforcement standards. Vendors/Suppliers using ALSC-certified lumber to make or repair wooden boxes, crates, skids, containers, pallets, reels, drums, etc., must have formal processing procedures and documentation to ensure that only certified lumber leaves their fabrication point.

(4) This provision is self-deleting if the material or supplies are not shipped in NMWP material.

(n) Agency Protests

(1) Prior to submission of an agency protest, all parties should use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions.

(2) FISC Detachment Singapore will process agency protests in accordance with the substantive and procedural requirements of FAR 33.104(d).

(3) Pursuant to FAR 33.103(d)(4), an agency protest may be filed directly with either the Contracting Officer or the Chief of the Contracting Office. A protestor who initially files an agency protest with the Contracting Officer may appeal an adverse decision to the Chief of the Contracting Office. Agency protest submissions should clearly identify the initial adjudicating official, i.e., the "Contracting Officer" or "Chief of the Contracting Office".

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

LIST OF ATTACHMENTS/EXHIBITS
Applicable documents, exhibits, and attachments for this contract are:

EXHIBIT NO.	DOCUMENT	NO. OF PAGES
A	Schedule of Supplies and Services	3
B	Port Tariff	1
C	Operations Other Than War (OOTW) Sample Provisions	2
D	CRAFT Report	3

ATTACHMENT NO.	DOCUMENT	NO. OF PAGES
1.	Classifications of Ships	3
2.	Refuse Definitions	1
3.	Floating Line of Demarcation (FLD) Specifications	3
4.	Picket Boat Operations & Specifications	2
5.	Security Guard Operations	3
6.	Fuel Specifications	4
7.	Water Taxi Specifications	5
8.	Request for Sanitary Inspection	2
9.	Quality Assurance Provisions (including Appendices A & B)	16

NOTE:
EXHIBIT A – SCHEDULE OF SUPPLIES AND SERVICES
Offeror shall complete all unit prices in US Dollars. A completed EXCEL soft copy shall be forwarded to the Contracting Officer as part of the offer to enable the Contracting Officer for evaluation of the prices.

EXHIBIT B - PORT TARIFF ITEMS
The EXCEL spreadsheet provides estimates of port tariffs only.

EXHIBIT C – OPERATIONS OTHER THAN WAR (OOTW) SAMPLE PROVISIONS
The listing under this Excel spreadsheet is a sample for information purposes only.

EXHIBIT D - CRAFT REPORT
The submission CRAFT Report is required within seven (7) days upon completion of a ship's port visit.

ATTACHMENT 1

SHIP CLASSIFICATIONS (DESCRIPTION OF U.S. NAVY SHIPS BY CLASS AND TYPE)

The following are Ship Classifications:

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	7
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360
Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854

Class IV					
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082
T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276
T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

Displacement is expressed in tons and represents fully loaded displacement.

The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

GLOSSARY OF TERMS AND ABBREVIATIONS

AGOS	RESEARCH SHIP
AGSS	RESEARCH SUBMARINE
AOE	FAST COMBAT SUPPORT SHIP
ARS	SALVAGE SHIP
AS	SUBMARINE TENDER
CG	GUIDED MISSLE CRUISER
CV	MULTIPURPOSE AIRCRAFT CARRIER (CONVENTIONALLY PROPULSION)
CVN	MULTIPURPOSE AIRCRAFT CARRIER (NUCLEAR PROPULSION)
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
FFG	GUIDED MISSLE FRIGATE
HSV	HIGH SPEED VESSEL
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCS	LITTORAL COMBAT SHIP
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LHD	AMPHIBIOUS ASSAULT SHIP (MULTI- PURPOSE)
LPD	AMPHIBIOUS TRANSPORT DOCK
LSD	AMPHIBIOUS CARGO SHIP
LSV	LOGISTIC SUPPORT VESSEL (ARMY)
HSIC	MARK V SPECIAL OPERATIONS CRAFT (1 PAIR)
MCM	MINE COUNTERMEASURE SHIP
MCS	MINE COUNTERMEASURE SUPPORT SHIP
MHC	MINE HUNTERS COASTAL
MSC	MILITARY SEALIFT COMMAND
PC	PATROL COASTAL SHIP

SSBN	BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSGN	CRUISE MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	ATTACK SUBMARINE (NUCLEAR PROPULSION)
T-AE	AMMUNITION SHIP (MSC)
T-AFS	COMBAT STORE SHIP (MSC)
T-AGOS	OCEAN SURVEILLANCE/PATROL SHIP (MSC)
T-AGS	SURVEYING/ OCEANOGRAPHIC SHIP (MSC)
T-AH	HOSPITAL SHIP (MSC)
T- AKE	DRY CARGO/AMMUNITION SHIP (MSC)
T-AKR	STRATEGIC SEALIFT SHIP (MSC)
T-AO	OILER (MSC)
T-AOT	TANKER (MSC)
T-ATF	FLEET OCEAN TUG (MSC)
WAGB	POLAR CLASS ICEBREAKERS
WHEC	HIGH ENDURANCE CUTTER
WMEC	MEDIUM ENDURANCE CUTTER

ATTACHMENT 2

REFUSE SERVICE DEFINITIONS

The following are Refuse Definitions used for this contract:

"Refuse" includes all garbage, ashes, debris, rubbish and other similar waste material, and anything else delivered to the ship, but not taken onboard due to spoilage, etc., even though such refuse was not aboard the vessel when it arrived in port. Not included are explosives and incendiary waste and contaminated waste from medical and radiological processes.

"Garbage" means animal and vegetable waste (and containers thereof) resulting from the handling, preparation, cooking, and consumption of foods. Edible, or hog food, garbage is the portion of waste food, which has been segregated for salvage.

"Ashes" means the residue from burned wood, coal, coke, and other combustible material.

"**Debris**" means grass cuttings, tree trimmings, stumps, street sweepings, rooting and construction wastes, and similar waste material.

"**Rubbish**" means a variety of unsalvageable waste material such as metal, glass, crockery, floor sweepings, paper, wrappings, containers, cartons, and similar articles not used in preparing or dispensing food. Rubbish is further subdivided into:

"**Combustible Rubbish**" which can be burned readily in an incinerator or burning pit.

"**Noncombustible Rubbish**" which cannot be burned at ordinary incinerator temperatures (800 to 1,800 degrees F.)

"**Receptacles**" or "**Containers**" means cans, drums, bins, or similar receptacles, which can be handled easily, and multiple containers, which are handled by mechanical truck-mounted hoists. A **"bin"** is defined as a standard garbage bin used for this service which can vary in size. Size will be identified in The Schedule Sub-CLINs.

ATTACHMENT 3
FLOATING LINE OF DEMARCATION (FLD) SPECIFICATIONS

The following are the Governments basic requirements for the Floating Line of Demarcation Specifications to be used for this contract:

1. The Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around anchored ships. The purpose of the FLD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 120 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible to CNB radar. The Picket Boats will patrol outside of this visual reference. The FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) work boats to tend to the FLD at all times. The FLD is not designed to stop approaching unauthorized watercraft rather it is to help identify a safe standoff zone.

2. The size of the Floating Perimeter will be approximately 2500 meters to 2700 meters based on a ship's length of approximately 800 feet.

3. Weights sufficient to anchor the FLD in place to the seabed. The size and number of weights will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD line intact at all times regardless of sea conditions.

4. The Contractor shall have communication capabilities, either VHF or cellular phone with Port Operation Control and U.S. Navy vessel. The contractor shall report the status of the Floating Visual Line of Demarcation to Port Operation control every two hours or other regular interval agreed upon between Contractor and Port Operation Control.

5. The Contractor shall provide a minimum of two (2) work boats to tend the FLD at all times while the system is deployed.

6. The FLD shall be deployed in the most expeditious manner as soon as the U.S. Navy vessel is anchored.

7. When the FLD is retrieved, the Contractor must show documentary proof that all equipment deployed is removed from the location.

8. The Contractor shall provide the U.S. Navy, Port Authority/Host Nation an updated and current emergency contact list in case of contingencies.

9. Below are two examples of FLDs.

4. Example 1 - Continuous Line FLD –

Specification: Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable Entry Control Point (ECP) for access.

Buoys or floats positioned every meter on the line sufficient to keep line afloat and visible on the surface of the water.

Large yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 120 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible to ship's/port radar.

Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the perimeter. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the perimeter intact and in position at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

b. Example 2 - Floating Buoy System (FBS) - RESERVED

Specifications: The FBS must clearly show a perimeter line and fully surround the ships at anchorage. Large yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 120 meters along the demarcation line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical. In addition, buoys must also be visible on ship's/port radar.

Weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

10. Contract Pricing: Prices are firm-fixed-price per unit and are inclusive of all costs which include the following:

a. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

b. Mobilization and Demobilization (Mob & De-mob). All Mob & De-mob costs shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes transportation of equipment and charges for the use of cranes, forklifts, tugs, workboats and any other equipment and labor required for the deployment, maintenance and retrieval for the floating perimeter.

c. Repositioning equipment. All repositioning of equipment shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

d. Pre-positioning / Pre-staging and Vetting Operations. All pre-positioning / Pre-staging and vetting operations shall be included in the unit price. The vessel shall only be charged for the actual number days that the perimeter is in use while the ship is port. No additional days shall be charged.

11. Time Calculations: These CLINs are based on daily rates. Time will begin being measured once the equipment is deployed round the vessel and capable of operations.

12. General: The Contractor is responsible for providing floating visual line of demarcation. The Contractor must work closely with other US Navy contractors such as subsistence contractor. The Contractor will follow the requirements below unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

13. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

a. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the

company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

b. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

14. Access Lists: The contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

a. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

b. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

c. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

15. Inspections: The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

ATTACHMENT 4
PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

1. The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

2. The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

3. Ships at anchorage will normally require two Picket Boats.

4. The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate CLIN in the contract.

5. The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

6. The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

7. The Picket Boat will meet the following requirements:

7.1. Licensed for commercial operations by local country Department of Transportation.

7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

7.4. If a deckhand crewmember is required, only qualified personnel are used.

7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

7.11.4. Portable Spotlight

ATTACHMENT 5
SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

    1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

    1.2. Security guards may be provided through private security firms or through local police officials.

    1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

    1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

    1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pierside:

    2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

    2.2. All pierside guard services will be performed within the parameters of local Laws and Regulations.

    2.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

    2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

    2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

    2.6. The following equipment will be required as a minimum for each guard:

2.6.1. Uniform as provided by contractor or authorities;

2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. ROEs Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats:

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the

ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2 If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3 The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4 As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

ATTACHMENT 6
FUEL SPECIFICATIONS

The following are the Fuel Specifications for this contract:

SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	**Requirement**	**Text Method**
Appearance, @ 25ºC or ambient temperature whichever is higher	Clear, bright and free of visible particulates	D 4176 1/
Demulsification, @ 25ºC, minutes (max)	10	D 1401 2/
Density, @ 15ºC, kg/m^3 (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, ºC 50% point, ºC 90% point, ºC, (max) end point, ºC, (max) Residue º Loss, % vol., (max)	 Record Record 357ºC 385ºC 3.0	D 86 3/
Cloud Point, ºC, (max)	-1ºC	D 2500
Color, (max)	3	D1500
Flash Point, ºC, (min)	60ºC	D 93 4/
Particulate Contamination, mg/liter, (max)	10	D 5432 5/
Pour Point, ºC, (max)	-6ºC	D 97
Viscosity, @ 40ºCm mm^2/second	- 1.7 - 4.3	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100ml, (max)	1.5	D5304 (R), D 2274 6/
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664
Aniline Point, ºC, (min)	60ºC	D 611
Ash, % wt., (max)	0.005	D 482
Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 7/
Corrosion, @ 100ºC, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min) Cetane Index, (min)	42	D 613 (R), D 976 8/
Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 2622
Trace Metals, ppm, (max) Calcium Lead Sodium plus Potassium Vanadium	 1.0 0.5 1.0 0.5	D 3605 9/
Additive Names and Dosages	Record	

1. If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709, 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains visible sediment or particulate matter, but meets the requirement of 10 mg/1 (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.

2. The demulsification text shall be conducted in accordance with the following exceptions:

   (a) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.

   (b) The test temperature shall be 25ºC.

   (c) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute.

3. As the end point of the distillation is approached, if either a thermometer reading of 385ºC or a decomposition point is observed, discontinue the heating and resume the procedure as directed in ASTM D 86.

4. The flash point value is the absolute and no value less than 60ºC is permissible.

5. A one-liter minimum sample shall be used.

6. ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours to 40 hours.

7. When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fuel, without the cetane improver.

8. Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified in Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.

9. Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of the inspection authority.

Minimum Requirements for Purchases of Commercial Distillate Fuels ((Navy) Marine Gas Oil) for Bunkers

The following minimum requirements have been established for use when buying fuel (gas oil - 100% distillate) from commercial sources when F76 is not available. Marine Gas Oil is not acceptable as cargo fuel on Navy Oilers.

TEST	METHOD	REQUIREMENTS
1. Cetane Number	ASTM D 613	45 min
or		
Cetane Index	ASTM D 976	45 min

Note: A cetane index of 41 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exceed a maximum of 338ºC. A cetane number of 40 or above, but less than 45, is acceptable provided the 90%

Distillation Point does not exceed a maximum of 338°C.

2. Appearance @ 21ºC or ambient temperature (whichever higher)	Visual	Clear & Bright
or		
Water and Sediment	ASTM D 2709	0.05% max
3. Distillation. 90% Point	ASTM D 86	375ºC max
4. Flash Point	ASTM D 93	60ºC min
5. Pour Point	ASTM D 97	Report
6. Cloud Point	ASTM D 2500	-1.1ºC (30 °F)
7. Viscosity @ 40ºC	ASTM D 455	1.7 - 4.5 CST
8. Color	ASTM D 1500	3 max
9. Gravity	ASTM D 1298, D 287	Record
10. Carbon Residue	ASTM D 524	0.35% max
11. Ash	ASTM D 482	0.01% max
12. Sulfur	ASTM D 129, D 1552 D2622	1.00% max
13. Copper Corrosion	ASTM D 130	3 max

C16.23-2 COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC JAN 1998)

Offered product shall conform to the following requirements which are suitable for Marine Gas Turbine.

	TEST REQUIREMENTS	METHOD	
1.	Cetane Number	ASTM D 613	42 min
	or		
	Cetane Index	ASTM D 976	43 min
	NOTE: A Cetane Number of 40 minimum, or a Cetane Index of 41 minimum, is acceptable provided the 90 Percent Distillation Point does not exceed a maximum of 338^{O}C.		
2.	Appearance @ 21^{O}C or ambient temp. (whichever higher)	Visual	Clear & Bright
	or		
	Water & Sediment	ASTM D 2709	0.05 vol % max.
3.	Distillation, 90% point	ASTM D 86	357^{O}C max.
4.	Flash Point	ASTM D 93	60^{O}C min
	NOTE: The flash point value is absolute and no value less than 60^{O}C is permissible.		

5.	Cloud Point	ASTM D 2500	-1.1^{o}C (30^{o}F) max.

NOTE: Cloud Point results will be evaluated based upon bunkering location.

6.	Viscosity @ 40^{o}C	ASTM D 445	1.7 - 4.5 cst
7.	Color	ASTM D 1500	3 max.

NOTE FOR DOMESTIC ITEMS: This Color test requirement is deleted if red dye has been added in compliance with U.S. Environmental Protection Agency or Internal Revenue Service regulations; however, the resulting fuel/dye blend must have a red tint. It shall not be visually brown or darker in appearance.

8.	Density @ 15^{o}C	ASTM D 1298	876 kg/m^{3} max.
9.	Carbon Residue on 10% bottoms	ASTM D 524	0.35 mass % max.
		ASTM D 189	
10.	Ash	ASTM D 482	0.01 mass % max.
11.	Sulfur	ASTM D 4294, ASTM D 1552, or ASTM D 2622	1.0 mass % max.
12.	Corrosion	ASTM D 130	3 max.
13.	Distillate Fuel (fuel shall contain no residual)	None	100%

C36 FUEL OIL, INTERMEDIATE, GRADES RMB-10 (IFO 60)/RME-25 (IFO 180)/RMG-35 (IFO 380) (DESC MAY 1997)

Product shall conform to ISO 8217:1996 or ASTM D 2069-91. Product conforming to ASTM D 2069-91 shall meet the following additional requirements:

REQUIREMENTS	**GRADE RMB-10 (IFO 60)**	**GRADE RME-25 (IFO-180)**	**GRADE RMG-35 (IFO 380)**	**TEST METHOD**
Density @15^{o}C, kg/m^{3}, max	981.0	991.0	991.0	ISO 3675/12185
Aluminum plus silicon, mg/kg, max	80	80	80	ISO 10478
Total Sediment, potential, %(m/m), max	0.10	0.10	0.10	ISO 10307-2

ATTACHMENT 7
WATER TAXI SPECIFICATIONS

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxie specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated FISC Det Singapore Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor, the FISC Det Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including COMPACFLT.

5. COMSEVENTHFLT Specifications:

5.1. Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of (insert country). Notwithstanding compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

5.1.1. Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

5.1.2. Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

5.1.3. The following information shall be conspicuously posted in both English and (the appropriate foreign language):

5.1.3.1. Current Operator's/Captain's license and boat names.

5.1.3.2. Passenger/weight capacity limit notice.

5.1.3.3. Location of life jackets and other life saving equipment.

5.1.3.4. Location of all exits indicated in large letters.

5.1.3.5. Emergency procedures

5.1.4. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

5.1.5. Operation of the boat shall be in a safe and seaworthy manner.

5.1.6. The consumption of alcoholic beverages shall not be permitted aboard the boat.

5.2. Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by (insert country) for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

5.3. Security: During the term of this contract the ship(s) to be serviced (insert ship name if purchase order) agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

5.4. Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

5.5. Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

5.5.1. Hull

5.5.1.1. Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures.

5.5.1.2. Superstructure, including masts and stacks.

5.5.1.3. Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.

5.5.1.4. Provisions for drainage of sea water from exposed decks over the side and not into the bilges.

5.5.1.5. Access/egress points- adequacy of number and location.

5.5.2. Machinery

5.5.2.1. 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.

5.5.2.2. Main propulsion and auxiliary machinery essential to operation of boat.

5.5.2.3. Sea and bulkhead closure valves.

5.5.2.4. Bilge auction strainers and dewatering systems-bilge pump to be tested by operation

5.5.2.5. Bilges free of flammable liquids

5.5.3. Electrical

5.5.3.1. Cables.

5.5.3.2. Navigation, deck, and emergency lights.

5.5.3.3. Rotating electrical machinery; e.g., generators and motors --Storage batteries

5.5.4. Lifesaving equipment

5.5.4.1. Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.

5.5.4.2. Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.

5.5.4.3. First aid kits, life rings and distress lights.

5.5.4.4. Distress signaling devices

5.5.5. Fire fighting equipment

5.5.5.1. Fire pump - test by subjecting fire hose(s) to fire pump pressure.

5.5.5.2. Portable fire extinguishers.

5.5.5.3. Fixed systems, e.g., C02 cylinders.

5.5.6. Steering apparatus

5.5.7. Miscellaneous systems and equipment

5.5.7.1. Harbor charts.

5.5.7.2. Ground tackle and mooring lines.

5.5.7.3. Whistle/fog horn, bell.

5.5.7.4. Lighted compass.

5.5.7.5. Radar.

5.5.7.6. 2-way radio capable of Bridge-to-Bridge communications.

5.5.7.7. Current license.

5.5.7.8. Operator qualifications.

5.6. Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement-is that contained in paragraph 4.7 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

5.7. Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

5.7.1. Safety of operations. Insure the following are present and in working condition:

5.7.1.1. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.

5.7.1.2. Fire extinguishers sufficient for the size of the vessel operated.

5.7.1.3. Radio (with battery backup) capable of Bridge-to-Bridge communications.

5.7.1.4. Anchor/chain sufficiency for the size of the vessel operated.

5.7.1.5. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

5.7.2. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:

5.7.2.1. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

5.7.2.2. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.

5.7.2.3. Ensure no bare or exposed electrical wires or connections are located in the passenger area.

5.7.2.4. Validate that sufficient unobstructed exits are present and marked in English.

5.7.2.5. Verify that no missile hazards, gear adrift, or trip hazards exist.

5.7.3. The following shall be conspicuously displayed, in English:

5.7.3.1. Passenger/weight capacity.

5.7.3.2. Location and number of life jackets.

5.7.3.3. Location of life saving equipment.

5.7.3.4. Locations of exits (if not obvious).

5.8. Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

5.9. If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

ATTACHMENT 8

REQUEST FOR SANITARY INSPECTION

SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
FISC DETACHMENT SINGAPORE
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD, BLDG 7-2
SINGAPORE 759657

Dear Sir:

We are interested in supplying (e.g. specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

LIST AND INFORMATION TO REQUEST FOR INITIAL INSPECTION

List of products for which approval is requested.
Establishment letterhead - four places.
Name of establishment owner.
Site area size - acres, square feet or square meters.
General description of the area surrounding the plant site.
Building description, i.e. material used in construction, age of building(s), size (in square feet or meters), and number of stories.
Drawing of floor plan of building(s) to include major production areas (for slaughterhoused and dairies only).

List of major processing equipment.
Sources of raw materials.
Output of finished product - average kilograms or tons per day, per week or per month.
Special codes printed on product packages which identify the establishment, the product, and the date of production or packaging.
Number of employees.
Are employees receiving pre-employment or periodic medical examinations? What is the frequency of the periodic examinations?
Program for employee instruction personal hygiene, food, handling techniques, and food hygiene and safety.
Cleaning and sanitizing methods, including chemical used.
Detailed written cleaning and sanitizing program.
Official water quality certification from the local government, including total aerobic bacteria plate count, coliform count, and chemistry.
Name of water source.
Waste disposal program.
Pest control program.
Name of inspection agencies which inspect the plant (government and civilian) and frequency of inspections. Are inspection reports available for review?
Flow chart for the manufacture of each major category of products listed in No.1 above from raw materials to finished products health control points.
What laboratory examinations are performed on products and plants environment? Are the results available for review?
Total number of company vehicles?
Key personnel and point of contact for inspectors.
Direction to plant.

ATTACHMENT 9
QA PROVISIONS

FISC DETACHMENT SINGAPORE

QUALITY ASSURANCE PROVISIONS
September 2006

SECTION I. GENERAL REQUIREMENTS

1. **SANITARILY APPROVED SOURCES:** All subsistence items shall be from approved sources as authorized, or exempted in NAVSUPINST 4335.4F/AR 40-657/AFR 161-32/MCO P10110.31G. Name and address of processing facility shall identify any subcontracting entities utilized other than the primary contractors. FISC DET Singapore has available approved source listings of authorized subsistence incorporated into VETCOM Circular 40-1, Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Hawaii and Pacific) and other regions maintained and published by HQ, US Army Veterinary Command, Fort Sam Houston, Texas (http://vets.amedd.army.mil/vetsvcs/approved.nsf). The U.S. Army Veterinary Representative, prior to commencing a contract/Blanket Purchase Agreement (BPA), shall inspect all required potential sources identified. Failing to pass inspection shall be grounds for not issuing a BPA and grounds for cancellation if the facility fails inspection after a BPA has commenced. This applies to all contractors and subcontractors. Documents cited here shall be provided to the contractor upon written request.

2. **DELIVERY VEHICLES:** The supplies delivered under this contract/BPA shall be transported in a sanitary enclosed/covered or open flatbed vehicle. Semiperishable items delivered in open flatbed vehicle shall be covered with a tarp to protect products from rain or foreign objects. Vehicles shall be equipped to maintain the appropriate temperature for the subsistence being delivered. Vehicles shall be maintained in a sanitary condition to prevent contamination of the food and shall be subject to inspection by the government at all reasonable times. Supplies submitted for acceptance in vehicles, which are not sanitary, may be rejected without further inspection. Concurrent transportation of bulk contained pesticides, rodenticides, petroleum products, inedible products, household chemicals, or other caustic or volatile compounds are undesirable but occasionally necessary. When a carrier jointly transports subsistence and cleaning agents or hazardous products, the cleaning agents or hazardous products shall be segregated from the subsistence to the greatest extent. Segregated to the greatest extent means that all cleaning agents or hazardous products shall be unitized, loaded completely lower and horizontally from the subsistence to the maximum distance allowed by the physical configuration of the carrier. Shrink-wrap shall be used to secure items to pallets and provide stabilization.

3. **CODE DATING:** Master-shipping boxes shall be stamped or embossed with code dates, except Fresh Fruits and Vegetables, (FF&V). Coding must represent the date of slaughter, production, pasteurization, manufacture, or expiration/pull date. Open code shall have the date, month and year or Julian date, (last number of the year with the number of days). Closed code, such as letters and numbers, shall have an accompanying letter from the manufacturer explaining the code and shelf life.

4. **PACKAGING**: Standard commercial packaging is acceptable as long as it meets the requirements set forth in this agreement, product is protected from contamination, and quality is preserved. Products shall be packaged in non-returnable commercial containers that do not exceed 55 pounds or 25 kilograms per container. The use of a plastic shrink-wrap to secure items to the pallet shall be minimized.

5. **SHELF LIFE REQUIREMENTS:** Unless otherwise specified in this agreement, products shall be delivered with not less than one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining. If the supplies delivered DO not have the minimum number of days of shelf life remaining as set forth in this agreement, the government shall have the right to reject and/or require replacement.

6. **TEMPERATURE REQUIREMENTS:** Unless otherwise specified in this agreement, all perishable products shall be delivered between 32°F-41°F (0°C-5°C) for chilled and 0°F (-18°C) or below for frozen. Temperatures shall be checked between the primary container and the outer container to reduce product damage. If a discrepancy is suspected, internal temperature shall be checked prior to rejection or acceptance of the products.

7. **REJECTED ITEM:** Any item recommended for rejection by the U.S. Army Veterinary Representative or receiving activity shall be annotated on the invoice or delivery receipt. The Contracting Officer Representative shall negotiate on price adjustment for quality or short shelf life defect as requested by receiving activity based on the U.S. Army Veterinary Representative inspection results. Replacements shall be coordinated with the Contracting Officer Representative as requested by the receiving activity.

8. **FOREIGN ORIGIN PRODUCTS:** Foreign establishments DO not have to be Directory listed if the prepackaged finished items they produce are imported by distributors or brokers into the continental United States, Hawaii or Alaska for sale to U.S. Armed Forces. This exemption Does not apply to establishments importing food directly into the U.S. territories of American Samoa, Guam, or the Mariana Islands without entering the continental United States, Hawaii or Alaska.

9. **CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD:** See Appendix B below.

SECTION II. QUALITY ASSURANCE PROVISIONS BY ITEM

1. **DAIRY PRODUCTS:**

a. Milk products shall be from approved sources and meet the raw, pasteurized, bacteriological and chemical requirements of the United States Public Health Service (USPHS) Publication 229 (Grade A Pasteurized Milk Ordinance). Frozen deserts and novelties shall be from approved sources in accordance with applicable military or local specifications or in the absence of applicable specifications, good manufacturing practice. Bacteriological and chemical testing may be accomplished at origin or destination. The U.S. Army Veterinary Representative shall submit non-conforming results to the Contracting Officer and provide a copy furnished to the contractor with a letter of explanation. The letter shall inform the contractor that unreliable quality controls may result in suspending further deliveries in accordance with NAVSUPINST 4355.6A/AR 40-70. NAVSUPINST 4355.6/AR 40-70 sets forth the microbiological testing program and suspension procedures for dairy products.

b. Temperature on delivery: Fresh dairy products shall be delivered between 32°F and 41°F (0°C and 5°C). Frozen products shall be delivered at 0°F (-18°C) or below.

c. Cheese Related Products:

(1) Soft cheeses such, as mozzarella, natural provolone, cream cheese, and etc., shall be delivered between 32°F and 41°F (0°C and 5°C).

(2) Hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, etc., shall be delivered between 32°F and 50°F (0°C and 10°C).

2. **FRESH FRUITS AND VEGETABLES (FF&V): See Appendix A.**

a. All FF&V shall be freshest product available. FF&V shall have eye appeal and shall be a minimum of 90% free from quality defects and 100% free of decay or loss. The Contracting Officer Representative shall negotiate a downward price

adjustment for quality defects based on the U.S. Army Veterinary Representative inspection results and confirmed by receiving activity.

b. FF&V shall be delivered in an enclosed vehicle, equipped to maintain the temperature required for the type of FF&V. Mixed loads of FF&V shall be between 35°F and 55 °F (2°C and 12°C).

c. FF&V such as bananas that are sensitive to ethylene oxide shall not be palletized and wrapped with items that are ethylene oxide producers such as apples. Plastic wrapped around the product inside the boxes shall be removed to allow air circulation.

d. Fresh mushrooms shall not be packaged airtight. Packages that are wrapped in plastic shall have air hole cut into plastic 1/8 inch in diameter or larger.

e. FF&V such as bananas, potatoes and onions that are sensitive to chill damage shall be delivered without refrigeration or not less than 56 °F (14°C). FF&V delivered in an open flatbed vehicle shall be protected with a tarp.

f. For repacked FF&V, the recycled boxes shall be clean and odorless; weigh not more than 45 pounds, (20 kilograms); labeled with the name and weight of the item on two adjacent sides of the box and legibly handwritten or printed.

3. FROZEN MEAT AND POULTRY

a. Unless otherwise requested, all frozen meat and poultry products must be USDA inspected or USDA certified. They must be listed in one of the following publications: "Meat and Poultry Inspection Directory", or "Directory of Sanitarily Approved Food Establishment for U.S. Armed Forces Procurement. ".

b. Temperature at delivery shall be 0°F (-18°C) or below. If the product is frozen to the point that a bimetallic thermometer cannot be pushed into the product and there does not appear to be significant surface thawing or crystallization the product shall be considered acceptable. These factors shall be considered due to the lack of proper equipment for drilling frozen item.

c. Age at delivery in the frozen state:

(1) Beef shall be delivered no more than 12 months after the date of pack.

(2) Poultry shall be delivered no more than 12 months after the date of pack.

(3) Pork shall be delivered no more than 12 months after the date of pack.

(4) Lamb and veal be delivered no more than 12 months after the date of pack.

NOTE: If the manufacture, slaughter or expiration date is stamped, not embossed on the box, the Health Certificate from origin shall be available for verification by the inspecting U.S. Army Veterinary Representative.

4. FROZEN WATERFOODS:

a. Temperature at delivery 0°F (-18°C) or below and shall be checked using the guidance reference previously in paragraph II.3.a.

b. Age at delivery in the frozen state:

(1) Seasonal packed items shall be delivered no more than 12 months after the date of pack.

(2) Oysters shall be delivered within 6 months of shucking/freezing.

(3) Shrimp shall be delivered within 180 days, of packaging/freezing.

c. General Guidance: All items shall be delivered in excellent condition, practically free of parasites, and show no evidence of mishandling.

5. **SHELL EGGS:**

a. Shell eggs shall be cleaned and free of damage (broken, cracked, leaker, etc.,). The U.S. Army Veterinary Representative shall recommend rejection of eggs with excessive dirt or feces.

NOTE: A small quantity of dirt is allowed on eggs delivered from plants that are only approved for unwashed eggs, small defined as having relatively little size or slight dimension.

b. Fresh shell eggs delivered directly from the farms within 48 hours of production may be delivered in unrefrigerated vehicles that are covered. The vehicles must meet all the requirements listed in Section I, par. 2. Boxes shall be marked with the date of production with the vendor's name and address.

c. Chilled fresh shell eggs that are procured from food distributors shall be delivered in refrigerated vehicles and shall be delivered within 15 days from the date of packaging. Internal temperature of eggs at delivery must be 41°F (5°C) or below.

6. **BAKERY PRODUCTS:**

a. Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined.

b. Bakery products shall be delivered within 48 hours from the date of production. Frozen bakery products shall be delivered within 6 months from the date of production, (SL 12 months), and in a refrigerated truck with a temperature of 0°F (-18°C).

SECTION III. SPECIFIED ANCHORAGE DELIVERIES

1. Due to the special circumstances associated with anchorage deliveries, the following exceptions are authorized, but shall not relieve the contractor or the BPA holder of any other requirements in the Quality Assurance Provisions unless specifically listed below:

a. Dairy products may be delivered in non-refrigerated containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. When a refrigerated unit is not used, the dairy products shall be packed in special containers that hold multiple units of product (bi-wall/tri-wall boxes), with dry ice based on the product weight to maintain internal temperature of 41°F (5°C). The special container shall be packed to allow air circulation within. Dairy products shall be given the highest priority for loading/off-loading upon receipt.

b. FF&V may be delivered in unrefrigerated containers in the most expeditious manner to ensure the least amount of exposure to high temperatures.

c. Miscellaneous frozen products may be delivered in non-freezer containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. Frozen items shall be packed with dry ice based on the product weight to maintain frozen state. The special container shall be packed to allow air circulation within. Although slight temperature deviations may occur, proper packaging and sufficient quantities of dry ice shall preclude excessive temperature deviations and thawing. Any item showing sign of thawing shall be rejected.

2. Although special considerations are authorized in anchorage deliveries, no exceptions have been authorized or shall be accepted for reduced sanitary standards, including the sanitation of the vehicles, boats, and shipping containers. The reuse of containers to transport products with dry ice is authorized as long as the container is sanitary and serviceable.

3. No deviations to these Quality Assurance Provisions are authorized without prior written approval from the Contracting Officer and U.S. Army Veterinary Representative. Deviations shall be granted prior to quotes being accepted and only for the particular delivery in question.

APPENDIX A, PERISHABLE FOODS, TO ATTACHMENT 12 (QA PROVISIONS)

The following are requirements that apply to this contract:

PERISHABLE SUBSISTENCE COMPATABILITY GROUPS
(Extracted From DLAM 4145.12/ TM 38-400, April 1994)

Group 1

Temperature: 32° to 34°F (1° to 1°C).
Relative humidity: 90 to 95 percent.
Atmosphere: Normally used on berries and cherries only -10 to 20 percent CO_2.
Ice: Never in contact with commodity.

Note: Most members of this group not compatible with Group 6a or 6b because ethylene production by Group 1 can be high, and thus harmful to members of Group 6a or 6b.

Apples (except those varieties listed in Group 3)
Apricots
Berries (except cranberries) Cherries.
Figs (not with apples, danger of odor transfer to figs; also see Group 6a)
Grapes (not fumigated with surfer dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages).
Peaches
Pears
Persimmons Plums and Pomegranates
Quinces

Group 2

Temperature: 55^{o} to 65^{o}F(13° to 18°C)
Relative humidity: 85 to 95 percent.
Ice: Never in contact with commodity.
Avocados
Bananas
Eggplant {also see Group 5)
Grapefruit [1]
Guava
Limes
Mangoes
Muskmelons, other than cantaloupes
Casaba
Crenshaw

Honey Dew
Persian
Olive, fresh
Papayas
Pineapples {not with avocados, danger of avocados' odor absorption)
Tomatoes, green
Tomatoes, pink {also see Group 4)
Watermelons (also see Group 4 and 5)

Group 3

Temperature: 36° to 41°F (2°to 5°C).
Relative humidity: 90 to 95 percent: cantaloupes about 95 percent.
Ice: In contact with cantaloupes.
Apples (Grimes Golden and Jonathan (both, certain areas), Yellow Newton (California) and Mclntosh
Cantaloupes
Cranberries
Lemons [1] (use 50 to 55°F for more than a month)
Lychees (also see Group 4)
Oranges 1(Florida or Texas)
Tangerines

Group 4

Temperature: 40° to 45°F (4° to 7°C): beans 38° to 42°F (3° to 6°C).
Relative humidi1y: About 95 percent
Ice: Never in contact with commodity.
Beans snap
Lychees (also see Group 3)
Okra
Oranges [1] (California or Arizona)
Pepper; green (not with beans)
Pepper, red (if with green peppers, temperature adjusted toward top of range)
Squash, summer
Tomatoes, pink (also see Group 2)
Watermelons (also see Groups 2 and 5)

Group 5

Temperature: 50° to 55°F (10° to 13°C): ginger not below 55°F.
Relative humidity: 85 to 90 percent.
Ice: Never in contact with commodity.
Cucumbers
Eggplant (also see Group 2)
Ginger (not with eggplant, also see Group 7)
Potatoes (late crop)
Pumpkin and Squashes, winter
Watermelon (temperature adjusted for other members of the group; also see Groups 2 and 4),

Group 6a

This group, except for figs, grapes and mushrooms, is compatible with Group 6b
Temperature: 32° to34°F (0° to 1°C)

Relative humidity: 95 to 100 percent.
Ice: Never in contact with asparagus, figs, grapes, and mushrooms
Artichokes
Asparagus
Beefs, red
Endive and escarole
Figs (also see Group 1)
Grapes (not furnished with sulfur dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages)
Greens
Leek (not with figs or grapes)
Lettuce
Mushrooms
Parsley
Parsnips
Peas
Rhubarb
Salsity
Spinach
Sweet Corn
Watercress

Group 6b

This group is compatible with Group 6a, except for figs, grapes and mushrooms.
Temperature: 13°to 13°F (0° to l°C)
Relative humidity: 95 to 100 percent
Ice: Contact acceptable for all
Broccoli
Brussels sprouts
Cabbage
Cauliflower
Celeriac
Celery
Horseradish Kohlrabi
Onions green (not with rhubarb. Figs, or grapes; probably not with mushrooms or sweet corn)
Radishes
Rutabagas
Turnips

Group 7

Temperature: 5° to 65°F (13° to 18°C)
Relative humidity: 85 to 90 percent.
Ice: never In contact with commodity.
Ginger (also see Group 5)
Potatoes, early crop (temperatures adjusted for others)
Sweet Potatoes

Group 8

Temperature: 32°to 34°F (0° to 13°C)
Relative humidity: 65 to 70 percent.

Ice: never in contact with commodity.
Garlic
Onions dry

[1] Citrus fruits -Biphenyl fungicide may impart off odors to other commodities

The above information was extracted from Lipton, W.J. and J. M. Harvey, Compatibility of Fruits and Vegetables During Transport in Mixed loads, US Department of Agriculture Research Service, ARS51- 48 (September 1972).

Appendix B - CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD

Microbiological criteria for dairy products[1,2]

Product(s)	Standard Plate Count (SPC) (See notes 3&4)	Coliform count (See note 4)	combined yeast and mold count (See note 4)	Preliminary incubation count (See note 5)
Aseptically processed and packaged Milk and milk products	0 per ml (See notes 6&7)		0 per ml (See note 6)	0 per ml (See note 6)
Buttermilk and acidophilus milk			10 per gram	
Cottage cheese			10 per gram	10 per gram
Cream, sour cultured			10 per gram	10 per gram
Grade A pasteurized milk and milk products	20,000 per ml		10 per ml	200,000 per ml
Ice cream products, flavored, fruit and / or nuts	50,000 per gram		20 per gram	
Ice cream products, vanilla and plain flavored	50,000 per gram		10 per gram	
Frozen dessert mix:				
Vanilla flavor	50,000 per gram		10 per gram	10 per gram
other flavors	50,000 per gram		20 per gram	10 per gram
Yogurt, chilled			10 per gram	
Yogurt, frozen, plain			10 per gram	
Yogurt, frozen, flavored			20 per gram	
Yogurt, soft serve mix			10 per gram	

Notes:
1. Phosphates as specified in the PMO.
2. Products shall be free of antibiotic or pesticide residues or below the action levels established for such residues by the applicable Federal Regulatory Agency. Antibiotic residue testing shall be by the method described in the PMO. Examinations and test to detect adulterants, including pesticides, shall be conducted by methods recognized by the applicable Federal regulatory agency.
3. Not applicable to cultured products.
4. All counts are maximum allowed standards.
5. Samples must be received within 72 hrs of pasteurization. Preliminary incubation test is used as a determination of keeping quality.
6. Nonconformance's will be considered an imminent health hazard.
7. Either aerobic or anaerobic SPC.

Microbiological criteria for Environmental Swabs[1,2]			
	Aerobic Plate Count (APC)	Coliform Count	ATP (RLU) Counts
Environmental swab	100 per 50 sq cm	10 per 50 sq cm	See Note 3

Notes:
1. Microbiological counts can be used as an index for evaluating the sanitation status of processing equipment and the facility.
2. All counts are maximum recommended limits.
3. Relative Light Units (RLU) are directly correlated to log cfu/sq cm . RLU maximum tolerances are dependent upon the manufacturer of the ATP bioluminescence reader. Follow manufacturer's instructions for RLU limits.

Microbiological criteria for Fish, fresh or frozen, including shellfish		
Counts[4]	m	M
Aerobic Plate Count (APC)	5,000 per gram	1,000,000 per gram
E. coli	10 per gram	500 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Vibrio parahaemolyticus [1]	10 per gram	100 per gram
Vibrio vulnificus[2,3]	Zero (0) Tolerance	
Salmonella[2]	Zero (0) Tolerance	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Used for oysters and fish designed to be consumed raw.
2. No viable pathogen in a 25 gram sample.
3. Limit is established as non-detectable depending on method used and detection limit.
4. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Fruit Juice, Fresh or Frozen

Product(s)	Standard Plate Count (SPC) [3] m	M	Coliform count	Combined Yeast and Mold count
Aseptically processed juice[1]	0		0	0
Pasteurized Juice[2]		20,000 per ml	20 per ml	200 per ml
Non-Pasteurized Juice[4]	50,000 per ml	100,000 per ml		

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Must be labeled as aseptically processed and process must be verified.
2. Must be labeled as pasteurized.
3. Plate count limits for juices, except for aseptically processed juice, are used as a quality indicator and may assist in determining keeping quality and/or shelf life.
4. Non-pasteurized juice is not approved for US Armed Forces Procurement.

Microbiological criteria for Kimchee [1,3,4]		
Counts [9]	m	M
Coliform (MPN)	10 per gram	
Clostridium perfringens	100 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Pseudomonas ssp [7]	200 per gram	
Streptococcus ssp [7]	10 per gram	
Listeria monocytogenes[8]	0	
Salmonella ssp[2,8]	0	
Vibrio ssp[5,8]	0	
Salt %	$\geq$ 2.5/wt	$\leq$ 3.5/wt
pH	$\geq$ 4.2	$\leq$ 4.7
Polygalacturonase [6]	Negative	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Products containing monosodium glutamate (MSG), nuts or nut oils must be labeled appropriately to reflect potential allergenic contents.
2. Only for varieties containing meat or poultry, sprouts, watercress or melon.

3. Varieties of Kimchee include, but are not limited to: Vegetables: winter, spring, cucumber, wrapped, Yolma, Chang, radish (Nabak), white (Pak), western-cabbage, pony-tail radish (Chonggak), eggplant, green onion, pumpkin, spinach, leek, green pepper; Chanachi: radish, green pepper, cucumber, garlic cabbage; Kaktagi: radish, radish and oyster Kaktuki; Tong Chimi;: radish tongchimi; Shikhae: chicken, andong, Alaskan Pollock shikhae.
4. All Kimchee products must be delivered and stored refrigerated with a definitive shelf life marked on each container.
5. Only for varieties containing fish or seafood ingredients.
6. Polyglacturonase activity is an indicator of overripening and spoilage, inferring the possible presence of Bacillus subtilus, Saccaromyces fragilis, Candida pseudotropicalis, Oospora lactis, Asperfillus ssp., and Penicillium ssp.
7. Excessive acidification may be due to high counts of these organisms; this is an indicator of very poor quality product.
8. Zero tolerance pathogens.
9. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Retail Ground Beef, Beef Trimmings, Ground Pork , Poultry (Chilled or Frozen)		
Counts	m	M
Aerobic Plate Count (APC)	100,000 per gram	1,000,000 per gram
Fecal Coliform	50 per gram	500 per gram
Total coliform	100 per gram	1,000 per gram
E. coli	10 per gram	< 110 per gram
Coagulase Positive Staph	<100 per gram	500 per gram
Salmonella species	Zero (0) Tolerance[1]	
E.coli O157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.

Microbiological limits for Sandwiches, Prepared Salads and Spreads, Bagged Salad, and Cut Vegetables [4]		
Counts[3]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli most probable number (MPN)	3 per gram[2]	10 per gram
Coliform (fecal)	10 per gram	100 per gram
Yeast and mold count	200 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Campylobacter jejuni	Zero (0) Tolerance[1]	

Salmonella species	Zero (0) Tolerance[1]
Listeria moncytogenes	Zero (0) Tolerance[1]
E. coli 0157:H7	Zero (0) Tolerance[1]

m =values above this level, but below that "M" are of marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. No viable pathogen in a 25 gram sample.
2. ≤ 10 per gram if using 3M Petri Film for E. coli counting.
3. Products may not be examined for all microbial characteristics as listed above. Contact laboratory if specific tests are required.
4. Tuna, chicken, ham and egg salads are tested the same, regardless whether on bread or submitted in tubs, buckets or other retail containers.

Microbiological criteria for Soft Serve Ice (cream) Milk and Soft Serve Yogurt at the retail/user level[2]

Counts	m	M
Standard plat count [1]	50,000 per gram	250,000 per gram
Coliform	10 per gram	100 per gram
Combined Yeast & Mold		100 per gram

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
Standard Plate Count (SPC) does not apply to yogurt products.
Soft serve and Yogurt machines.

Microbiological limits for Tofu

Counts[2]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram coli (MPN)
<3 per gram	10 per gram	
Staphylococcus aureus	100 per gram	1000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
Yersinia entercoliticus[1]	Zero (0) Tolerance[1]	

Legend:
m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. Products may not be examined for all microbial characteristics as listed above.

Microbiological and Chemical criteria for Bottled Water[1] and Vending Machine Water[2] and Ice		
Counts	m	M
Coliform	0 per 100 ml	
Coliform (bottled water)	0 per 250ml	
Heterotrophic Plate Count [5]	1000 per ml	100,000 per ml
Pseudomonas aeruginosa	Zero (0) Tolerance	
Flouride[2]		
Arsenic[2]		
Trihalomethanes[2]		
Chlorine[2]		
Dissolved Solids[4]		
Silver [3]	None Detectable	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Bottled water is tested IAW the specific limits set forth by the Code of Federal Regulations (CFR) and current Environmental Protection Agency (EPA) regulations.
2. Vending machine water requirements are from the Association of Food and Drug Officials Model Code, 1997; Ice standards are derived from the International Packaged Ice Association. These are the minimum tests required for Vending Machine water.
3. Current published regulatory limits apply.
4. Only those machines utilizing silver impregnated carbon filters. Dissolved solids measurements are for vending machines labeled "Purified".
5. Ice and water derived from well water or surface water sources marketed at retail have higher allowable HPC limits. See current guidelines established in the CFR.

Microbiological criteria for Retail/User level Pre-packaged Deli and RTE Products[4]					
Product(s)	APC[3]	Listeria spp.[2]	Salmonella[2]	Coliform[2]	E.Coli O157:H7
Luncheon Meats, frankfurters, Beef, poultry & pork	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance	
Cheese, soft and hard	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Pasteurized, liquid, frozen or Dried egg	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Pizza topping (meat & cheese)	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Dried meats sticks, jerky [1]	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance	

Notes:
1. Yeast and mold combined count should not exceed 100 /g.
2. No viable pathogen in a 25 gram sample. All counts are maximum allowable limits.
3. See Table Below for APC values in RTE Products.
4. Includes all like type/style products not otherwise listed.

Additional Microbiological limits for Commercial (Food Court Style) RTE Products[2,4]		
Counts	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli (MPN)	3 per gram [3]	10 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
E. coli 0157:H7[1]	Zero (0) Tolerance[1]	
Campylobacter jejuni	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. This table is primarily designed for hot food lines.
3. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
4. Products may not be examined for all microbial characteristics when submitted. These values are primarily used when conducting food borne illness investigations and overall quality characteristics.

PART VI - Summary of Directory Listing Requirements

Federal Supply Class (*Note 1)	Listing Required	Listing Not Required
8905 (*Notes 2, 3)	All fish, meat, poultry, and shellfish, including: Buffalo meat. Fish, canned. Fish, fresh or fresh smoked, modified atmospheric packaged. Fish, fresh or frozen, packaged. Herring, pickled. Quail. Rabbits. Salmon, smoked. Squid.	Crabs, live. Crawfish, live. Fish, fresh or frozen, whole and/or eviscerated, head on or off, unscaled unpackaged. Lobster, live. Shrimp, fresh or frozen, whole or he off.
8910 (*Notes 4, 5)	All dairy foods and eggs, including: Cream, sterilized. Creamer, coffee, dairy.	Chocolate drink mix, non-dairy. Powdered dairy mixes. Toppings, non-dairy.

	Dairy soft serve mixes. Desserts/puddings, frozen. Egg nog, canned. Egg substitutes. Italian ices. Topping, real cream. Yogurt, fresh or frozen.	
8915 (*Note 7, 8)	All pre-cut pre-packaged minimum processed fresh fruits and vegetables. Kimchee. Mushrooms, whole and sliced. Salads, non-meat, with or without dressing (not USDA listed). Vegetable sprouts. Fruit juices and nectars, refrigerated.	All unprocessed fruits and vegetable Olives. Fruit juices and nectars, shelf stable frozen concentrate.
8920 (*Notes 6, 9)	Bakery and cereal products (baked and unbaked, fres and frozen), specifically: Croissants. Doughnuts Egg roll wrappers. Flour and corn tortillas. Wet pasta (noodles). Pastries. Pies. Soft pretzels. Won ton wrappers. Filled bakery items.	All other bakery products, including Bagels. Batter mix, dry. Biscuits, canned. Breads, rolls, and buns. Cake mix, dry. Cakes, unfilled. Cookie mix, chilled or dry. Cookies, unfilled. Crackers. Cupcakes, unfilled. Dough, frozen or chilled. Dumplings, frozen. English muffins. Flour. Fruitcakes. Melba toast. Muffins Pancake batter, frozen. Pancake/waffle mix. Pasta, dry (noodles). Pizza crust. Taco shells. Toaster pastries. Pie crusts, unfilled. Waffles, frozen.
8925		All confectionery, nuts, and sugars.
8930		All jams, jellies, and preserves.
8935		Bouillon and soups.
8940 (*Notes 2, 3, 4, 5, 10)	Dietary foods and specialty preparations, specifically: Fish, meat, poultry, dairy, egg, and shellfish products Pickled eggs. Frozen dinners. Pudding novelties, frozen or chilled. Tofu.	All other dietary and specialty preparations, including: Baby formula, canned. Chips, nacho or potato. Creamer, coffee, imitation (non-dair Dips. Nacho cheese, canned. Nutri-why. Popcorn.

		Puddings, canned.
8945		Fats and food oils, including margar
8950		All condiments and related products including: Salad dressings. Mexican salsa)
8955		All cocoa, coffee, and tea.
8960	Beverages, nonalcoholic; specifically: Ice. Bottled water.	All other nonalcoholic beverages, including: Dry ice. Fruit drink mix containing no fruit juices.
8965		Non-MRE beverages, alcoholic.
8970 (*Note 2)	MRE food composite packages	Non-MRE composite food packages.
8975		All tobacco products.

*Notes:

1. For complete item listing within each class of the 8900 (subsistence) Federal Supply Class (FSC) Group, refer to Federal Supply Catalog C8900-SL, Stock List--FSC Group 89 Subsistence.
2. Meat and poultry establishments listed in the *USDA Meat and Poultry Inspection Directory* may serve as sources of meat and poultry items as indicated. These products must bear the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to meat or poultry inspection acts must also be Directory listed for those items.
3. Directory listing is not required for establishments on the Interstate Certified Shellfish Shippers List (ICSSL). Fish, fresh or fresh smoked, modified atmospheric packaged (when distributed in a chill state) must be Packed Under Federal Inspection (PUFI) by the USDC or listed specifically in this Directory. Establishments supplying other fish products must be Directory listed unless listed by the United States Department of Commerce (USDC) in the *USDC Approved List of Fish Establishments and Products*.
4. Directory listing is not required for shell egg sources listed in the *Directory of Grading Offices and Plants Operating Under USDA Poultry and Egg Grading Programs*. Establishments listed in the *USDA Meat and Poultry Inspection Directory* for dried or liquid/frozen egg products may serve as sources for those products, as coded.
5. Establishments having a pasteurized milk compliance rating of 90 percent or higher, certified by a State milk sanitation officer, and listed in the *Sanitation Compliance and Enforcement Rating of Interstate Milk Shippers (IMS) List* may serve as sources of milk and milk products, as listed. Listing in this Directory is mandatory to serve as a source of other milk and milk products and/or frozen dessert items. Establishments listed in the *Dairy Plants Surveyed and Approved for USDA Grading Service* may serve as sources of manufactured or processed dairy products as listed by product code. Those operations denoted with "P" codes (packaging and processing) must be Directory listed when providing ungraded manufactured or processed dairy products.
6. Directory listing is not normally required for semiperishable and nonanimal origin ingredient sources for items such as ready-to-eat bakery products and ice cream.
7. Establishments processing ready-to-eat, chilled, and prepared non-meat salads (such as potato, egg, tuna, chicken, turkey, ham, bean, macaroni, or cole slaw) must be Directory listed.
8. Only pasteurized juices are authorized for purchase by the DOD.
9. Directory listing for natural and artificial cream or fruit filled pie crusts, cakes, and cookies is not required if the finished item will not support pathogenic microbial growth.
10. Establishments producing finished products containing less than 3 percent by weight components of animal origin may be exempted from Directory listing by the command publishing this Directory.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	13-Dec-2007	N4034507RCSG0033	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-07-D-0006
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 22-Jun-2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Opt to extend services (FAR 52.217-8)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssns01085520

Extension of services through six months.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 12-Dec-2007

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The discount terms NIL has been added.
The 'Payment will be made by' organization below has been added:
SEE SCHEDULE
.
.

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule for CLIN 0001 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JAN-2008 TO 30-JUN-2008	N/A	SEE SCHEDULE . SEE SCHEDULE SEE SCHEDULE AP 96534 FOB: Destination	A00000
30-JUN-2008	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	A00000

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by $57,370.00 from $0.00 to $57,370.00.

CLIN 0001:

AA: None Provided (CIN 00000000000000000000000000000000) was increased by $57,370.00 from $0.00 to $57,370.00
The contract ACRN AA has been added.
The CIN 00000000000000000000000000000000 has been added.

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.216-21 Alt I Requirements (Oct 1995) - Alternate I APR 1984

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: N4034507RCSG0025

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-07-D-0005	22-Jun-2007		N40345-07-T-0030	04-Jun-2007

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)* 8. OFFER DUE DATE/LOCAL TIME 10:30 AM 08 Jun 2007

9. ISSUED BY CODE N40345

U.S. FLEET AND INDUSTRIAL SUPPLY CENTER
DET SINGAPORE
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SMALL BUSINESS
  - [ ] HUBZONE SMALL BUSINESS
  - [ ] 8(A)

NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS: NIL

- [X] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING 12

14. METHOD OF SOLICITATION
- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE LTD
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE .

SEE SCHEDULE
.
.

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$85,908.35 EST

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE
- [ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED: 22-Jun-2007

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) Contracting Officer

TEL: (b)(6), (b)(7)(C)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)		PAGE 2 OF 78

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section B - Supplies or Services and Prices

OVERVIEW
SECTION B1 – CONTINUATION

OVERVIEW OF CONTRACT

1. OBJECTIVE

1.1. The objective of this contract is to obtain Husbanding Services for U.S. Navy Ships and logistics support services required by U.S. Government organizations and agencies in Noumea and all other ports in New Caledonia.

1.2. Additionally, the husbanding contractor may be called upon to provide services and supplies in support of exercises and Operations Other Than War (OOTW) in New Caledonia.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) at any berthing or anchoring location in Noumea and all other ports in New Caledonia.

2.2. The schedule of supplies/services and prices (See Exhibit A.) is sub-divided into lots. Lots may be for individual Ports or they may include several Ports under one (1) lot. For this contract Lot I is for Noumea, Lot II All Other Ports and Lot III OOTW, New Caledonia.

2.3. The individual HS items provided under this contract are listed in Section B2, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).

2.4. There is also a requirement to assist the ship in obtaining unforeseen additional items relating to husbanding of the ship in port.

2.5. The holder of this contract is a US Navy contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT

3.1. This is a Firm-Fixed-Price Requirements contract. The Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services. This clause "DEFINITION OF THE CONTRACTUAL REQUIREMENT" complements the clause herein entitled "REQUIREMENTS (OCT 1995) (FAR 52.216-21)."

4. DURATION OF CONTRACT - This contract is for six (6) months and commences from 22 Jun 2007 through 21 Dec 2007. Additionally, the contract will include FAR 52.217-8 OPTION TO EXTEND SERVICES clause. The possible contract duration is twelve (12) months if the six (6) month extension of services is exercised under FAR 52.217-8.

5. CONTRACT USERS

5.1. Mandatory Users - U.S. Navy ships visiting locations covered under this contract are required to use this contract if HSs are requested (with the exceptions noted below). Ship classifications are listed in Attachment 1.

5.2. Optional Users - The following types of U.S. ships are not required to use this contract but may use it if desired. The Contractor is obligated to provide the service or supply at the same rates listed in The Schedule:

- Military Sealift Command Ships (USNS)
- U.S. Coast Guard (USCG) Ships
- U.S. Army Ships
- U.S. Government personnel conducting business in locations under this contract.
- Department of Defense (DoD) Chartered Ship: These ships usually have their own appointed agent. However, users of this contract are obligated to order the required services listed in the Schedule of Supplies and Services including any Force Protection. Services ordered are "all or none".

5.3. Exceptions: The Government has the choice to use or not use this contract under the following types of situations:

- During U.S. Military Exercises or Operations.
- When Host Nation provided support is available.
- When U.S. Government owned supplies or services are available.
- When ship repair work is being done in conjunction with the Port Visit.
- Ships operating outside the Command and control of the 7th Fleet, or other U.S. Navy Fleets.
- Whenever a fixed price product or service listed in this contract is available at a lower price under a port tariff.

6. MULTIPLE SHIP VISITS - The contractor is required to be able to simultaneously Husband a maximum of four (4) ships at one time.

7. ESTIMATED QUANTITIES - The number of ship visits and required services or supplies are only estimates. There is no guarantee that the government will meet or exceed the estimates. The ship is not obligated to use all items in The Schedule.

8. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities, or finally provide it themselves to include subcontractors. The Schedule lists what items are available through HN and Port Authorities.

9. MARK V HIGH-SPEED-INTERCEPTOR-CRAFT (HSIC) - Mark V (HSIC) Special Operations Craft may be in port or in the direct vicinity for up to 90 days conducting operations. The Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and Management fees will be based on the total fee for the pair of boats. Attachment 1 provides details.

10. LONG TERM SHIP VISITS –

10.1. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit. During the period of reduction, the Contractor is relieved of all husbanding requirements specified by the Contracting Officer, Ordering Officer and / or AGR as unnecessary; and shall continue to provide only those services specifically authorized by the Contracting / Ordering Officer via verbal and /or written modification of the delivery order (CHT, trash removal, potable water etc).

10.2. Unique/Particular Situations:

10.2.1. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within three (3) days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the

subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back before Tuesday, it will be charged subsequent day fees. If the ship comes back on Tuesday, it will be charged the first day rate).

10.2.2. If a ship comes into port and does not notify the Contractor or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days, subject to the conditions in paragraph 10.2.1. above.

10.3. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong, China SAR and Singapore.

11. SHIPYARDS - U.S. Navy Ships in shipyards may order off of this contract without incurring Management Fees.

12. OTHER PERSONNEL - Other U.S. personnel conducting business at locations covered by this contract may order off of the contract without incurring Management Fees. These orders do not involve continuous management of husbanding services and maybe for items such as vehicles, phones or other services.

13. ORDERING

13.1. Ordering Items on Contract: Only Authorized Government Representatives (AGR) can place orders against this contract. AGRs for this contract are:

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any FISC Detachment Singapore warranted KO or their authorized representative.

13.2. Short Notice Orders: Occasionally, there may be short notice orders of less than 48 hours, which the Contractor should support if possible. If the Contractor cannot support these requirements, then the AGR may solicit them from other companies.

13.3. Substitutions: Substitution of ordered CLIN shall not be allowed unless authorized and accepted in writing by the AGR and requiring activity. If accepted by the AGR or requiring vessel, substituted CLINs shall only be charged at the rate of the originally ordered CLIN. An example would be if a 20 pax bus was ordered, but was not available and substituted with two 10 pax vans. The Contractor will only be able to charge for one 20 pax bus, not two 10 pax vans. If the requiring activity and AGR agree to rates of the substituted CLINs, then it is not considered to be substitution but a change to the requirement.

13.4. Cancellation of Orders:

13.4.1. Unless otherwise provided herein, in the event an order is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled “Termination for the Government’s Convenience (FAR 52.212-4)”, of the clause entitled “CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS” as negotiated. Any disagreements shall be subject to the Disputes clause in the contract.

13.4.2. In rare cases, when ordering of items requires long lead times, the Government may negotiate cost reimbursement under the Termination for the Government’s Convenience clause as stated above.

13.4.3. In all cases, the Contractor is responsible for taking all necessary steps to mitigate any damages or termination costs on behalf of the U.S. Government.

14. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English. All electronic communication between visiting vessels and contractor shall be copied to FISC Detachment Singapore Contracting Officer and Logistic Support Representative. This is to ensure oversight and assistance to either party as required.

15. STANDARDS FOR PROFESSIONAL SERVICES

15.1. The Contractor shall bring to the Navy the highest level of commitment to customer satisfaction including the timely delivery of goods and services at fair and reasonable prices to ships making port visits; continuous oversight of costs and performance throughout the areas covered by this contract; and, meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. To this end, the Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning cost and performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Services Officers and the U.S. Government.

15.2. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

15.3. The Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

15.4. The Contractor is responsible for ensuring that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

15.5. The Contractor will ensure that subcontractors comply with these requirements.

16. HEIGHTENED VIGILANCE

16.1. The Contractor has an obligation to be alert at all times in order to contribute to the protection of the ship and its crew. The Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The Contractor also has an obligation to report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

16.2. The Contractor will fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the Contractor will identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The Contractor will arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

17. EQUIPMENT - All vehicles, watercraft, and equipment provided must be in sound mechanical condition, be in compliance with local laws and specifications, meet all local safety standards, and have all required current certifications and insurance.

18. GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM) – In the event that the contractor is required to use government equipment, the Contractor shall be responsible for all loss or damage to, or the destruction of, Government property in its possession. The Contractor shall not be responsible for damage due solely to normal wear and tear.

19. CONTRACT PRICING

19.1. Contract Currency - All contract prices are in U.S. Dollars (US$).

19.2. Fixed Price - Prices are firm-fixed-price per unit and are inclusive of ALL costs.

19.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor perform during normal working hours, overtime for work performed outside normal working hours, weekend hours, holidays, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit. The Contractor shall only charge for actual usage while the vessel is in port.

19.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

19.2.3. Pre-Positioning / Pre-Staging - All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

19.2.4. Repositioning equipment. All repositioning of equipment when required shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

19.2.5. All local Government taxes are included in the unit cost.

19.3. Port Tariff (PT) or other controlled prices - (See Exhibit B - Port Tariffs). Items listed as PT where a port or local government type organization controls the price will be paid at the current published rates. For example, if a port provides the Tug boat then the Contractor can only charge the U.S. Government what was charged for the Tug by the port.

19.4. Time Calculations - Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged.

19.5. Demurrage - Demurrage charges shall only be charged if the Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but was not attended to until 1500 hrs when pumping begins. The contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs). Demurrage charges will be charged as stated in the schedule of supplies and services. This only applies to CLINs that have demurrage charges as sub-CLINs.

20. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

CHT Collection, Holding Transfer Sewage Removal and Disposal

CU M	Cubic Meter
DAO	Defense Attaché Officer
DY	Day
EA	Each
GL	Gallon (3.785 Liters)
HR	Hour
IDD	International Direct Dialing
JB	Job
LO	Lot
M	Meter
MIN	Minimum
NSP	Not Separately Priced
OOTW	Operations Other Than War
PAX	Passenger
PK	Package
PT	Port Tariff
QTY	Quantity
TP	Trip

21. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any supply or service.

- CAMELS: See Fenders

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the year of the contract. The base year is zero (0), the first Option Year is one (1), and the second Option Year is two (2). (For example a base year would be 0XXX, and the first Option Year is 1XXX, and the second Option Year is 2XXX.) The second digit indicates the Lot number. (For example Lot 1 would be X1XX, Lot II would be X2XX) If there are no Lots in the contract then the second digit will be zero. (For example X0XX) The third and fourth digits are the service or supply item number. (For example XX01 is the first item, XX02 is the second item, and so forth.) If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX12 for Force Protection could be divided into XX12AA for Beach Guard Office and XX12AB Dive and Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: A calendar day.

- Delivery Order (D.O.): A delivery order is an order for supplies placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge.

Commercial or commonly used self-fendering devices normally consist of car and/or truck tires. These may not be sufficient for U.S. Navy purposes. The Contractor is to inform visiting vessel/s of this fact so that additional Yokohama type pneumatic fenders may be ordered when and if required.

- FORCE PROTECTION (FP). Security measures to protect a ship and their crew from dangerous situations such as terrorist actions. FP includes taking as many steps as possible to deter an attack. The HS contractor is responsible for contract FP items.

- GARBAGE: See Attachment 2 – Refuse Definitions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL (GFE/GFM): Items fully transferred to the Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Host Nation Government tax is a levy on goods and services made in the local country. The tax rate will vary from with the location. The U.S. Government is usually exempt from host nation Government Taxes.

- HOST NATION (HN): The country, which is being visited by the U.S. ship.

- HUSBAND: To provide all supplies and services requested by a ship during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other contractors work with the ship, assisting with Non-Contract item requests, and generally taking care of all the needs of the ship and personnel on board. It should utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION (MOB & DEMOB):

  - Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

  - Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPARATELY PRICED (NSP): Item that is not separately priced. The CLIN for CRAFT should be factored into the Management Fee. The NSP CLIN is used to administratively order any unpriced items in accordance with the pricing rationale in paragraph refer to Section C (SOW), Arranging Supply and Services.

- POINT OF CONTACT (POC): A designated individual who is responsible for an item and is a single interface. The individual must be knowledgeable of the item and be able to answer questions and make decisions or obtain a decision when required.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples are pilot services, tugs, picket boats, security guards, and potable water. The Contractor has no control over the price and the ship will pay the prevailing rate at the time of service.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- RESERVED: An item not used in this contract. A “Reserved” item is an item that can be ordered when required but currently not available.

- SUPPO: A ship’s Supply Officer. The SUPPO may hold a limited contracting warrant and is authorized to sign contracts and place orders.

- TRASH: See Attachment 2 – Refuse Definitions.

22. CONTRACTOR REPRESENTATIVE – The Government shall contact the following Contractor person(s) for prompt contract management:

Name of Individual:	LEONARD G. FRANCIS	(b)(6), (b)(7)(C)
Title of Individual:	MANAGING DIRECTOR	
Mailing Address:	15D PANDAN ROAD SINGAPORE 609266	15D PANDAN ROAD SINGAPORE 609266
Tel No. (Work):	(65) 62727937	(b)(6), (b)(7)(C)
Fax No. (Work)	(65) 62707240	
Mobile No:	(65) 9798-3155	
E-mail addresses:	Leonard@glennmarinegroup.com glenncom@glennmarinegroup.com	(b)(6), (b)(7)(C)@glennmarinegroup.com glenncom@glennmarinegroup.com

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001		1	Lot	$85,908.35	$85,908.35 EST

Husbanding Services-New Caledonia
FFP
See Exhibit A for a complete listing of all CLINS and SUBCLINS for this CLIN.
The period of performance of this contract shall be from 22 Jun 2007 through 21 Dec 2007 with an option to extend the period of performance of services up to a maximum of six months.

FOB: Destination
PURCHASE REQUEST NUMBER: N4034507RCSG0025

ESTIMATED NET AMT	$85,908.35 (EST.)
ACRN AA	$85,908.35
CIN: N4034507RCSG00250001	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
9000					
	Exhibit A - ELIN's FFP FOB: Destination PURCHASE REQUEST NUMBER: N4034507RCSG0025				
				ESTIMATED NET AMT	$0.00

Section C - Descriptions and Specifications

STATEMENT OF WORK
STATEMENT OF WORK (SOW)

TASKS: The Contractor shall perform the following tasks when ordered by an AGR.

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 1 – Classifications of Navy Ships)

1.1 PRE-ARRIVAL HUSBANDING DUTIES.

1.1.1. The Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The Contractor shall order requested services and supplies.

1.1.3. Pre-arrival CRAFT Cost Estimate - The Contractor shall furnish to each ship and FISC Detachment Singapore Contracting Officer a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship and the Contracting Officer within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship’s arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated “additional” costs.

1.1.4. These estimates shall be provided for all US Navy, Military Sea-lift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the Husbanding Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U. S. Defense Attaché’s Office.

1.1.6. The Contractor shall prepare and stage all required supplies and equipment prior to the ship’s arrival. Staging may be as required by each location.

1.1.7. The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

1.1.8. The Contractor shall assist the ship’s Advance Party to include planning and coordination meetings.

1.2. POST-ARRIVAL HUSBANDING DUTIES

The Contractor shall Husband the ship when at the berthing location.

1.2.2. The Contractor shall install all equipment upon ship arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The Contractor shall brief the designated ship representative about Contractor provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. Also, the Contractor will provide their POC information with 24 hour contact phone numbers.

1.2.5. The Contractor shall provide the SUPPO upon ship's arrival a copy of The Schedule and SOW, applicable port tariffs and current prices for frequently ordered services such as laundry services and vehicle rental.

1.2.6. Money Exchange Services:

1.2.6.1. The Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. This Official Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.6.2. The Contractor shall arrange for authorized moneychangers to exchange ship personnel U.S. dollars with local currency. Exchange services onboard ship shall be made available to crewmembers at least two hours daily with buy back service on the day before the ship's departure. The moneychangers may include a nominal commission of no more than plus or minus 1.5% difference from the Official Rate above.

1.2.7. Laundry Services:

1.2.7.1. The Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure.

1.2.7.2. The Contractor shall assist in resolving vendor billing discrepancies.

1.2.8. Interpreter Services:

1.2.8.1. All contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port.

1.2.8.2. The Contractor is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered by the Supply Officer under this contract or any other contract.

1.2.9. Mail Delivery Services: The Contractor shall provide mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

1.2.10. Moral Welfare and Recreation (MWR) Services:

1.2.10.1. The Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) contractor servicing the ship.

1.2.10.2. If an ITT contract has been awarded which covers New Caledonia then the HS Contractor must refer all MWR requests to the authorized ITT contractor. If awarded, the ITT contractor is the U.S. Navy's sole representative for this service. Only MWR may sell, offer, offer to sell, or collect a fee for booking or providing accommodation, tours, travel, recreation or entertainment to the ship's crew. Under no circumstances will the Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

1.2.11. Passing Ship's Orders: The Contractor shall coordinate and pass orders, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts. This service includes all necessary actions to facilitate the acceptance of supplies or services ordered under Government contracts. The HS Contractor shall also arrange for these contractors invoicing and payments by the ship. The HS contractor must have a mutual agreement with the other contractors to perform these services for them. Any disputes or discrepancies arising from the order will be resolved directly between the ship and the other contractor(s) with assistance from the HS Contractor and FISC Detachment Singapore.

1.2.12. Customs & Immigration: The Contractor shall assist ship personnel with immigration and customs requirements into their country. This includes providing Visa and Customs application forms. The Contractor shall contact the FISC Detachment Singapore prior to arrival to ascertain how many personnel will require assistance.

1.2.13. The Contractor shall facilitate the ship's timely departure.

1.2.13.1. The Contractor shall provide a timely cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.13.2. The Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided.

1.2.13.3. The Contractor shall remove all provided equipment.

1.3. ARRANGING SUPPLIES AND SERVICES

When requirements exist for items not priced in the Schedule of Supplies and Services, the Contractor shall assist the Supply Officer of the vessel in obtaining information from, and delivering information to, reliable sources for these items by identifying responsible sources, performing market surveys, providing pricing information from at least three sources whenever feasible, and delivering Government orders. In obtaining or delivering this information, the Contractor shall inform the potential sources that it is solely obtaining and delivering information for the U.S. Navy, and is not entering into any contractual commitment. The information obtained shall be submitted to the ship's Supply Officer and courtesy copy to FISC Detachment Singapore Contracting Officer who shall issue appropriate contractual documents. The Contractor shall deliver to the vendor the Supply Officer's or Contracting Officer's order to purchase the supplies or services. This order shall be in writing (facsimile and electronic transmission included) and signed by the Supply Officer or Contracting Officer specifying the price, item(s), quantity, and delivery requirements of the order. The Contractor shall facilitate receipt of the items by the ship. The Contractor is not required to arrange unofficial requirements or personal requests from individual crewmembers. In certain cases (i.e. Fuel, FF&V, Bread and Eggs) the Contractor shall use the SOWs furnished herein when arranging supplies and services.

In the event the above process cannot be followed by the Supply Officer, the Contractor is still responsible for promoting competition to the maximum extent practicable to obtain supplies and services from the source whose offer is the most advantageous to the Government. In addition, if the supply or service required is greater than $3,000, the Contractor shall provide information on the results of competition conducted by providing: name of the sources contacted, amount of each offer received (indicating the items ordered, quantity, unit price and total price) and rational for decision. This information must be provided to FISC Detachment Singapore Contracting Officer during the ship visit or no later than 7 days after the ship's departure from the visited port. The Contractor's responsibility to promote competition as indicated in this paragraph will be evaluated based on the criteria established in Section B1, Overview, paragraph 15, Standards for Professional Service; sub-paragraph 15.1 and 15.2.

No later than 60 days after contract award, the Contractor is required to submit written policy and procedures on Arranging Supplies and Services (to include purchasing procedures). The Contracting Officer will review the plan for acceptability, and may require revisions to the policy. When the Contracting Officer deems the written policy and procedures acceptable to the Government, the Contracting Officer will approve the plan.

1.4. FRESH FRUITS AND VEGETABLES (FF&V), BREAD, EGGS, AND OTHER SUBSISTENCE ITEMS

1.4.1. When requested by the ship, the Husbanding Contractor shall assist in arranging for the timely provision of FF&V, Bread and Eggs and other subsistence items. FF&V shall be of good quality and meet the following

specific standards: 1) Shall not be grown (cultivated) using nightsoil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. The Husbanding Services Contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars (Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Any delivery charges shall already been part of the price and should not be shown separately.

1.4.2. In all cases where the total cost of FF&V and subsistence items received by a ship exceeds $10,000.00 for a port visit, the Contractor, in addition to the CRAFT reports, shall submit a report via e-mail to FISC Detachment Singapore within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the Contractor shall provide copies of all quotes obtained.

1.4.3. The Husbanding Contractor is responsible for ensuring that the sources recommended to the ship's SUPPO for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection is provided as Attachment 8.

1.4.4. Husbanding Contractors shall consider this requirement for inspection of sources when recommending or selecting suppliers of subsistence items. Under no circumstances should the Contractor recommend or offer for acceptance subsistence items from non-approved sources.

1.4.5. The Contractor shall comply with the Quality Assurance Provisions as per Attachment 9.

1.5. PRE-SAILING VISIT: The Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor's best estimate and an adjustment will be made later.

1.5.1. The payment will be made by the ship prior to departure from the port. If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Officer, U.S. Navy Region Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury check. The Contractor must accept the U.S. Government commercial purchase card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPC is the MasterCard. If a ship uses a U.S. Government credit card, the ship shall reimburse the Contractor any surcharge imposed by the financial institution processing the credit card transaction. The applicable credit card surcharge cannot exceed three (3) percent. Upon award of contract, the Contractor shall provide evidence furnished by the Financial Institution of the credit card surcharge.

1.5.2. The Contractor shall also provide any invoices for port tariff items which have been completed for certification by the ship's Supply Officer.

1.5.3. Copies of all invoices presented to the ship shall be provided to FISC Detachment Singapore Contracting Officer within 5 working days from the departure of the visiting vessel.

1.5.4. The Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for this information shall be the Command Duty Officer, Supply Officer, or his designated representative.

2. OPERATIONS OTHER THAN WAR (OOTW) AND EXERCISE/ LOGISTIC SUPPORT FEES (LOT 2) (CLIN XX36)

2.1. Operations Other Than War (OOTW), sometimes referred to as "contingencies", are defined as emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. In addition to rescue and humanitarian relief missions, military contingencies can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property; training efforts and exercises in preparation for actual contingencies shall also be included.

2.2. An exercise is defined as a prearranged, preplanned evolution being conducted between the U. S. Government and a foreign nation for Humanitarian, training, or other purpose of a specified duration. The name of the event will generally, but may not always, include the word "exercise."

2.3. Logistic Support is defined as goods and services provided in a background framework to an operation or an exercise. Logistics Support can take place in the immediate vicinity of the operation/exercise or a great distance away.

2.4. An operation can be further defined as an unplanned, real world deployment of troops for an indefinite period of time. It can include Non-combatant Evacuation Operations (NEO's).

2.5. The Navy's Husbanding Contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a country wide network familiar with the different political and commercial infrastructures, as well as cultural and language nuances where the OOTW and/or Exercise/ Logistic Support is conducted to ensure timely fulfillment of the Navy's requirements. In addition to the above, the Contractor shall furnish personnel with the following qualifications:

2.5.1. ability to speak the local language in the country of the OOTW and/or Exercise/ Logistic Support
2.5.2. capacity to travel to the OOTW or forward logistic site within 24 hours of notification
2.5.3. current innoculation records
2.5.4. possess a valid up-to-date passport.

2.6. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours a day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. He is there to assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The contractor team shall consist of a minimum of two personnel per location that the OOTW and/or Exercise/ Logistic Support is being conducted. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

2.7. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the Contractor's Husbanding fees and CLINS shall apply.

2.8. A sample of the potential list of OOTW and/or Exercise/ Logistic Support supplies and services is provided for contractor reference in Exhibit C. The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the Husbanding Contractor shall make every effort to locate at least three sources.

3. BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The Contractor shall place additional fenders between the breasting barge and the ship when requested.

3.3. The Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. BROW (CLIN XX04)

4.1. The Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not damage the surface of the pier.

4.2. Due to the dramatic height difference between the submarine deck and pier, the Contractor provided submarine brow must afford personnel a smooth and safe transit when entering or exiting thesubmarine deck. Also, the submarine brow must be capable of supporting shorepower cables without damaging the cable.

5. RESERVED - CAMELS (CLIN XX05) - The Contractor shall provide camels as fenders for the ship.

6. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX06)

6.1. The Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

6.2. The Contractor shall pump sewage from the ship to contractor-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

6.3. The Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

6.4. The Contractor shall provide CHT hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

6.5. When collection of CHT is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship.

6.6. The Contractor shall properly dispose of all sewage in accordance with Section B1 - OVERVIEW of the contract section, paragraph 15, Standards for Professional Services.

6.7. The Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements.

7. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX07)

7.1. RESERVED - The Contractor shall arrange for landlines to be installed aboard the ship.

7.2. The Contractor shall provide fully charged, mobile hand phones with chargers capable of using dual voltage. Each mobile phone provided shall include a spare battery and an operating manual/instruction with published rates for usage.

7.3. The Contractor shall provide activation, auto roaming, long distance accounts, and airtime for land and mobile hand phones.

7.4. The Contractor shall provide commercial telephone booth and sale of phone cards for personal use by crewmembers.

7.5. The Contractor shall provide pre-paid International Calling Cards for official use.

8. CRANE (CLIN XX08) - The Contractor shall provide cranes with operators, required assistant personnel (minimum two assistants), and support equipment such as slings, lifting bars, and nets. When ordered, the Contractor is required to provide mobile crane services (shore crane and floating crane) with operator. The Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

9. DOCKAGE AND WHARFAGE (CLIN XX09) - The Contractor shall provide pier and wharf usage.

10. FENDERS (CLIN XX10) - The Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

11. FLEET LANDING (CLIN XX11) - The Contractor shall provide a Fleet Landing site at designated piers. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct Force Protection (FP) operations. The Contractor shall ensure that this area is kept clean during the ship visit in port.

12. FORCE PROTECTION (CLIN XX12)

12.1. General (CLINs XX01 & XX02): The Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The Contractor must develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The Contractor must coordinate all aspects of FP planning and services with Port Authorities, HN agencies, and U.S. Embassy security staff. If the HN is supplying FP assets the Contractor must verify they are available and are scheduled to show up on time. The Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

12.1.1. Access Points: The Contractor shall establish a single entry and exit point to the pier area.

12.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

12.1.3. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

12.1.3.1. Background Checks. The Contractor shall run security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees who fail this background investigation.

12.1.3.2. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

12.1.3.3. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

12.1.4. Access Lists: The Contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

12.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

12.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

12.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

12.1.5. Inspections. The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

12.1.6. Stand-Off Distances:

12.1.6.1. Objects: The Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.1.6.2. Unloading Zones: The Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship or to the maximum extent practicable.

12.1.7. Warning Signs: The Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

12.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. A clear warning must be given that the use of deadly force may be authorized by the local security guards or police force.

12.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area & Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

12.2. Non-Contract FP Measures: The Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Detachment Singapore Contracting

Officer. The Contractor must explain what the FP service will entail and why it is being required. The Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the Contractor will be either authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

12.3. Beach Guard Office or Tent (CLIN XX12AA)

12.3.1. The Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ships personnel while performing security checks on personnel, baggage, and vehicles.

12.3.2. The office or tent will be large enough to accommodate a minimum of five (5) people. Tents will have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The Contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 LB, CO_2 fire extinguisher will be provided and kept fully charged.

12.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

12.4. Dive and Vetting Operations (CLIN XX12AB)

12.4.1. The Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

12.4.2. The pier will be vetted prior to the ships arrival.

12.4.3. The Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

12.4.5. The Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

12.5. RESERVED - Floating Line of Demarcation (CLINs XX12AC through XX12AE)

12.5.1. The Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. Rather it is to help identify a safe standoff zone.

12.5.2. The Contractor shall comply with the specification of the FLD in Attachment 3.

12.6. Perimeter Fencing (CLIN XX12AF)

12.6.1. The Contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the Contractor will provide portable chain link fencing with vehicle and walk up entrances.

12.6.2. The perimeter fence provided by the Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved Entry Point: Entry available for vehicles and personnel.

12.7. Physical Security Barriers (CLIN XX12AG through XX12AK)

12.7.1. The Contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

12.7.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used. As well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

12.7.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zig zag patterns to control the speed of access.

12.7.4. A personnel entry point must be established through the barriers.

12.7.5. Barriers may also be used to seal off secondary Port gates.

12.7.6. All barriers must be placed prior to a ship's arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

12.8. Picket Boats (CLIN XX12AL & XX12AM)

12.8.1. The Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

12.8.2. The Contractor shall comply with Attachment 4 for picket boat operations and specifications.

12.9. Portable Latrine (CLIN XX12AN)

12.9.1. The Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

12.9.2. The Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

12.9.3. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

12.9.4. The Contractor shall clean latrines twice daily.

12.10. Portable Lighting (CLIN XX12AP)

12.10.1. The Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Ports installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship.

12.10.2. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

12.11. Security Guards Services (CLINs XX12AQ through XX12AS)

12.11.1. The Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

12.11.2. The Contractor shall comply with Attachment 5 for security guard operations.

12.11.3. All security guards shall be armed.

12.12. Two Way Radios (CLIN XX12AT) - The Contractor shall provide two way radio sets capable of communicating with the ship, picket boats and to the shore patrol designated individuals.

12.13. RESERVED - Hand Held Explosive Detectors (CLIN XX12AU) - The Contractor shall provide hand held explosive detectors capable of detecting explosives.

12.14 RESERVED - Hand Hand Held Wand Metal Detectors (CLIN XX12AV) - The Contractor shall provide hand held metal detectors capable of detecting metal.

12.15. RESERVED - Hand Walk Thru X-Ray Machine (CLIN XX12AX) & Metal Detector (CLIN XX12AW) – The Contractor shall provide walk thru X-ray Machine & metal detector capable of X-raying hand carried luggage and bags to determine its contents, and also capable of detecting metal. Equipment shall be manned by professionally trained operator to operate the equipment 24 hours a day.

12.15. RESERVED - Hand Under Carriage Vehicle Scanner (CLIN XX12AY) - The Contractor shall provide under carriage vehicle scanner to scan vehicle undercarriages.

13. FORKLIFT WITH OPERATOR (CLIN XX13) - The Contractor shall provide forklifts with operators for loading and unloading operations.

14. FUEL (CLIN XX14)

14.1. Normally, fuel is provided by the HN or by other U.S. Navy bunkering contracts. However, if those sources are not available, then the HS Contractor may be required to assist in obtaining the fuel. In that case, the Husbanding Contractor must comply with this paragraph and must ensure the attached specifications are met by the fuel provider.

14.2. If a ship requires the Husbanding Contractor to provide fuel, the Husbanding Contractor shall contact the bunkering contractor or HN source. If the HN or bunkering contractor can provide the fuel within the time needed, the Husbanding Contractor shall so inform the ship. However, if the HN or US Government bunkering contractor cannot deliver the fuel when required by the ship, the Contractor shall so inform the SUPPO or FISC Detachment Singapore and request approval to proceed. Only after this is done, may the Contractor arrange for fuel delivery.

14.3. The Contractor shall only charge fuel at the daily commercial fuel rate established by theh port or local authorities. The Contractor shall provide documentation of the daily rate to the SUPPO. The fuel price charged shall be free on board the ship whether at pier side or at anchor. Compensation for all husbanding efforts or costs associated with assisting in the acquisition and delivery of fuel (for instance, dealing with customs authorities) are included in, and otherwise covered by, the daily fixed husbanding services rates set out in the Schedule of Supplies/Services of this contract.

14.4. The Contractor shall provide fuel in accordance with Attachment 6 – Fuel Specifications.

14.5. The Contractor shall provide a fuel barge or truck to transport fuel to the ship.

14.6. The Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

14.7. The Contractor shall load the ordered fuel and transport to the ship. The Contractor shall transfer the fuel from the fuel barge or truck to the ship. The Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

14.8. The Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

15. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX15)

15.1. The Contractor shall remove and dispose of garbage and trash from the ship.

15.2. The Contractor shall provide dedicated refuse bins to the ship.

15.3. If collection is done by sea, the Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship.

15.4. The Contractor shall collect all loose refuse placed adjacent to refuse bins.

15.5. The Contractor shall immediately clean up any spilled refuse.

15.6. The Contractor shall properly dispose of all collected refuse.

16. RESERVED - LINESBOATS (CLIN XX16) - The Contractor shall provide Linesboats to assist in docking line handling operations.

17. LINE HANDLERS (CLIN XX17)

17.1. The Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier.

17.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

18. RESERVED - MANLIFT (WITH OPERATOR) (CLIN XX18)

18.1. The Contractor shall provide a manlift with operator and a full fuel tank.

18.2. The Contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning.

18.3. The Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The Contractor shall maintain documentation of ship personnel acknowledgement of the training.

19. MATERIAL HANDLING (CLIN XX19)

19.1. The Contractor shall provide material handling services for the ship. They will receive material shipped to them to include clearing customs, store the items, report the status of the items, deliver to the ship, and forward the items if unable to deliver.

19.1.1. The Contractor shall use counter-to-counter delivery and charge by each Bill of Lading.

19.1.2. All material shipped shall be labeled “SHIP’S SPARE IN TRANSIT”

19.1.3. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship’s arrival.

19.1.4. Shipping documents shall be labeled ‘SHIP’S SPARE(S) IN TRANSIT” and addressed to the ship’s Commanding Officer of the Unit and care of the Contractor.

19.2. The Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel.

19.3. The Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

19.4. The Contractor shall use forklifts and cranes from The Schedule.

19.5. The Contractor shall receive the package from the carrier and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

19.6. The Contractor shall deliver the package to the shp after arrival in port or the following morning.

19.7. The Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative or FISC Detachment Singapore.

19.8. The Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship.

19.9. The Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

20. RESERVED - MISCELLANEOUS

21. RESERVED - OIL BOOMS (CLIN XX21)

21.1. The Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water.

21.2. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

21.3. The Contractor shall dispose all oil waste caught in the Oil Boom.

22. OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX22)

22.1. The Contractor shall remove oily waste and aggregate water from the ship.

22.2. The Contractor shall pump oily waste and aggregate water from the ship to Contractor provided equipment.

22.3. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed.

22.4. The Contractor shall provide hoses of sufficient length from contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

22.5. When removal is done via barge, the Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship.

22.6. The Contractor shall properly dispose of all oily waste and aggregate water.

22.7. The Contractor shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements.

23. RESERVED - PAINT FLOAT (CLIN XX23)

23.1. The Contractor shall provide paint floats to hold personnel painting the ship.

23.2. The paint float deck shall be between two (2) to three (3) meters above the waterline and the scaffolding shall be no higher than 3.5 meters from the deck.

23.3. The ship is responsible to secure the paint float to the ship if rented for more than one day.

24. PILOTS (CLIN XX24) - The Contractor shall provide qualified pilots to navigate the ship to and from the berthing locations.

25. POTABLE WATER (CLIN XX25) - The Contractor shall deliver fresh, potable water to the requesting ship in accordance with the current World Health Organization (WHO) Guidelines for drinking-water quality, located at http://www.who.int/water_sanitation_health/dwq/gdwq3rev/en/index.html, to the intake hose of the requesting ship suitable for showering, cooking and cleaning. Water availability shall be in accordance with the delivery schedule specified by the SUPPO. The ship shall test and determine acceptability of the water delivered.

26. PRATIQUE (CLIN XX26) - The Contractor shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

27. RESERVED - REEFER CONTAINER (CLIN XX27)

27.1. The Contractor shall provide reefer containers with power source for refrigerated storage.

27.2. The Contractor shall provide diesel generators with fuel and properly sized to operate reefers continuously. Generators shall emit sound levels of less than 84 decibels.

27.3. The Contractor shall make all power connections between the generator and reefer.

27.4. The Contractor shall operate the reefer at the temperature specified by the ship.

28. RESERVED - SHORE POWER (CLIN XX28)

29. RESERVED – SHORE STEAM (CLIN XX29)

30. STEVEDORE SERVICES (CLIN XX30) - The Contractor shall provide stevedores and supervisors for general labor.

31. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX31)

31.1. The Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

31.2. The Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

32. TRANSPORTATION VEHICLES (CLIN XX32)

32.1. The Contractor shall provide vehicle service with qualified drivers for official government business.

32.2. The Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

32.3. The Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

32.4. The Contractor shall provide drivers who can speak and understand English clearly.

32.5. The Contractor shall provide only vehicles with air conditioning.

32.6. The Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

32.7. The Contractor shall return all items left in rental vehicles to the ship's SUPPO or to FISC Detachment Singapore if the ship has departed.

32.8. The Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

33. TUGS (CLIN XX33)

33.1. The Contractor shall provide tugs to bring ships to and from berthing locations.

33.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

33.3. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

33.4. If tugs are not available through the port authority, the Contractor shall use

commercially available tugs.

34. WATER TAXIS (CLIN XX34)

34.1. The Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 7 – Water Taxi Specifications.

34.2. The Contractor shall return all items left in water taxis to the ship's SUPPO or FISC Detachment Singapore.

34.3. The Contractor shall obtain written acknowledgement of water taxi service by the ship's duty officer onboard. Logs shall be used to document arrival and departure times.

35. CRAFT REPORT (CLIN XX35)

35.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit D - CRAFT.

35.2. The report shall be submitted to FISC Detachment Singapore Contracting Officer or FISC Detachment Singapore within seven (7) working days of each ship's departure.

36. OPERATIONS OTHER THAN WAR (OOTW)/CONTINGENCY OPERATIONS AND DISASTER RELIEF FEES (CLIN XX36) See paragraph 2 above also.

36.1. OOTW refers to a "Contingency operation" as that term is defined in FAR 2.101. In addition, for purposes of this contract, it refers to rescue and humanitarian relief missions, Non-combatant Evacuation Operations (NEO's), or an unplanned, real world deployment of troops for an indefinite period of time. The provisions of FAR Part 18, Emergency Acquisitions (effective 5 Jul 2006), apply in full to the OOTW requirements of this contract.

36.2. Logistics Support is defined as goods and services provided in a background framework to an operation. Logistics Support can take place in the immediate vicinity of the operation or a great distance away.

36.3. The Contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a network familiar with the local political and commercial infrastructures, cultural and lingual background, and business practice. In order to assist the Navy's response to OOTW, the Contractor shall furnish personnel with the following qualifications:

36.3.1. Ability to speak the local language where OOTW is being conducted.
36.3.2. Capacity to travel to the OOTW or forward logistic site within 24 hours of notification.
36.3.3. Current inoculation records.
36.3.4. Possess a valid up-to-date passport.

36.4. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours a day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. The Contractor shall assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The Contractor shall ensure that sufficient personnel are available at each supported location to effectively perform all necessary tasks. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

36.5. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the contractor's Husbanding fees and CLINS shall apply.

36.6. If an advance party arrives in a country for OOTW, the Contractor shall bill at the OOTW subsequent day rate. If the operation is on going, the Contractor shall bill the OOTW first day rate and then subsequent days. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the Contractor's services are ordered.

36.7. Regardless of location, OOTW support requests for other than the basic service under this CLIN for operations not associated with ships are exempt from the requirements portion of the contract.

36.8. A sample of the potential list of OOTW and/or Exercise/ Logistic Support supplies and services is provided for Contractor reference in Exhibit C. The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the husbanding Contractor shall make every effort to locate at least three sources and shall provide a copy of all documents to the Contracting Officer. In very unique time sensitive situations, the Contractor may be tasked to source and provide a large variety of supplies and services on a very compressed delivery schedule in support of large scale operations like NEOs, etc or other real world events. In these unique situations, the requirement to document market research and source selections for supplies/services over $3000 is still mandatory.

36.9. An exercise is defined as a prearranged, preplanned evolution being conducted between the Government and a foreign nation for training or other purpose of a specified duration. The name of the event will generally, but may not always, include the word "exercise". It includes training efforts and exercise-like activity in preparation for actual contingencies.

36.10. The Contractor shall provide exercise and logistics support in the same manner as is provided for OOTW support.

36.11. Disaster Relief is defined as emergency operations or preparedness to support civil society to cope with natural or man-made disasters. Disaster relief is concerned with recovery efforts.

36.12. The Contractor shall provide disaster relief support in the same manner as is provided for OOTW support.

37. OOTW COST REPORT (CLIN XX37)

35.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for OOTW or each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The sample report format is provided in Exhibit D – CRAFT.

35.3. The report shall be submitted to FISC Detachment Singapore Contracting Officer or FISC Detachment Singapore within seven (7) working days of each ship's departure.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
9000	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
9000	N/A	N/A	N/A	N/A

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acq.osd.mil/dpap/dars/
http://www.arnet.gov/
http://farsite.hill.af.mil/

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	SEP 2005

CLAUSES INCORPORATED BY FULL TEXT

ADDITIONAL CONTRACT TERMS AND CONDITIONS

(a) Oral Orders (Indefinite Delivery Contracts) (SUP 5252.216-9402) (JAN 1999). Oral orders may be placed, provided the following conditions are complied with:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.

(3) Invoices for supplies or services furnished in response to total orders will be accompanied with a received copy of each related delivery ticket.

(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

(b) Written Orders (Indefinite-Delivery Contracts) (SUP 5252.216-9403) (JAN 1992). All requests for Services and Supplies must be documented by an AGR with a written Task or Delivery Order using a SF 1449 or DD Form 1155. Written orders on Standard Form 1449/DD Form 1155 will contain the following information, consistent with the terms of the contract:

(1) Date of order;
(2) Contract number and order number;
(3) Item number and description, quantity, and unit price;
(4) Delivery or performance date;
(5) Place of delivery or performance (including consignee);
(6) Packaging, packing, and shipping instructions, if any;
(7) Accounting and appropriation data;
(8) Any other pertinent information.

(c) Payment by Third Party (FAR 52.232.36*)* (MAY 1999) - This clause is incorporated by reference.

(d) Ordering (FAR 52.216-18) (OCT 1995)

(1) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award to final day of the contract.

(2) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a task/delivery order or task order and this contract, the contract shall control.

(3) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the schedule.

(e) Order Limitations (FAR 52.216-19) (OCT 1995)

(1) *Minimum ordering amount.* When the Government requires supplies or services covered by this contract in an amount of less than US $50.00, the Government is not obligated to order, nor is the Contractor obligated to furnish, those supplies or services under this contract.

(2) *Maximum ordering amount*. The Contractor is not obligated to honor --

(i) Any order for a single item in excess of the estimated quantity for that item, which is identified in the pricing schedule of this contract;

(ii) Any single order for a combination of items in excess of the total estimated dollar value for the applicable performance period of this contract; or

(iii) A series of orders from the Government within 120 days that together call for quantities exceeding the estimated quantities identified in the pricing schedule by more than two hundred percent (200%).

(3) This is a requirements contract (which incorporates FAR 52.216-21), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(4) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum ordering limitations in paragraph (b), unless the order(s) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to furnish the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the required supplies or services from another source.

(f) Contract Type. The resulting contract will be a Fixed Price Requirements contract.

(g) Requirements (FAR 52.216-21) (OCT 1995)-(ALTERNATE I) (APR 1984)

(1) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(2) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(3) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirement for the supplies and services specified in the Schedule that exceed the quantities that the activity may furnish within its own capabilities.

(4) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(5) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(6) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after thirty (30) days beyond the expiration of the contract.

(h) Option To Extend Services (FAR 52.217-8) (NOV 1999) (MODIFIED). In order to maintain continuity of service, the Government may require continued performance of any services within the limits and at the rates specified in the contract. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise this option by written notice to the contractor within fifteen (15) days before the contract expires.

(i) Inconsistency Between English Version & Translation Of Contract (FAR 52.225-14) (FEB 2000). In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(j) Taxes – Foreign Fixed Price Contracts (FAR 52.229-6) (JUN 2003). Incorporated by reference.

(k) Payment by Electronic Funds Transfer--Central Contractor Registration (FAR 52.232-33) (OCT 2003). Incorporated by reference.

(l) Authorized Changes Only By The Contracting Officer (SUP 5252.243-9400) (JAN 1992)

(1) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(2) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(3) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and FAX telephone number of the Procuring Contracting Officer (PCO) are:

Commercial Address:	FISC Detachment Singapore PSA Sembawang Terminal Deptford Road, Building 7-4, Unit 2-9 Singapore 759657
Military Address:	PSC 470, Box 2150 FPO AP 96534-2150
FAX Numbers:	(65)-6-750-2639 or 2382

(m) Provision for Wood Products SA 03-05 NAVSUP CLAIMANCY POLICY - Pinewood Nematode (microscopic roundworm) Free Non-Manufactured Wood Pacing (NMWP) Material (SWPM) (Nov 202) NAVSUP

(1) Definition. 'Pinewood nematode' as used in this provision, means a microscopic roundworm that has infested coniferous (softwood) trees.

(2) All non-manufactured wood lumber, pallets boxes, crates, containers, reels blocking and bracing, dunnage, drums, etc. for all shipments are required to be certified pest- (pinewood nematode) free. All wood pallets, boxes, crates, containers, reels, blocking and bracing, dunnage, drums, etc. ordered/delivered from vendors/suppliers shall be heat-treated and marked to the American Lumber Standards Committee (ALSC), NMWP policy and enforcement standards. The approved method for ensuring NMWP material is pinewood nematode free is as follows:

(i) Heat-treated to a minimum core temperature of 56°C(133°F) for at least 30-minutes in a closed chamber that has been tested evaluated, and approved officially for this purpose. In addition, the susceptible wood shall display an officially approved heat-treated marking enabling the identification of where and by whom the above treatment has been carried out.

(3) All bulk lumber procured for the fabrication of pallets, boxes, crates, containers, reels, skids, blocking and bracing, dunnage, drums, etc., shall be certified and marked as a part of the fabrication process, to the ALSC NMWP policy and enforcement standards. Vendors/Suppliers using ALSC-certified lumber to make or repair wooden boxes, crates, skids, containers, pallets, reels, drums, etc., must have formal processing procedures and documentation to ensure that only certified lumber leaves their fabrication point.

(4) This provision is self-deleting if the material or supplies are not shipped in NMWP material.

(n) Agency Protests

(1) Prior to submission of an agency protest, all parties should use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions.

(2) FISC Detachment Singapore will process agency protests in accordance with the substantive and procedural requirements of FAR 33.104(d).

(3) Pursuant to FAR 33.103(d)(4), an agency protest may be filed directly with either the Contracting Officer or the Chief of the Contracting Office. A protestor who initially files an agency protest with the Contracting Officer may appeal an adverse decision to the Chief of the Contracting Office. Agency protest submissions should clearly identify the initial adjudicating official, i.e., the “Contracting Officer” or “Chief of the Contracting Office”.

CLAUSES INCORPORATED BY REFERENCE

52.212-5 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Deviation)	SEP 2005

CLAUSES INCORPORATED BY FULL TEXT

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

_X__52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

____252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

____252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

____ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).).

____ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

____ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

____ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2005) (------ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

____ 252.225-7021 Trade Agreements (JUN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

____ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (---- -- Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

_____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

____ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

_____ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

__X_ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (_____Alternate I) (MAR 2000) (_____Alternate II) (MAR 2000) (____Alternate III (May 2002).

____252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5 (JUL 2005)

(DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.232-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS/EXHIBITS
Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS/EXHIBITS
Applicable documents, exhibits, and attachments for this contract are:

EXHIBIT NO.	DOCUMENT
A	Schedule of Supplies and Services
B	Port Tariff
C	OOTW Sample of Provisions
D	CRAFT Report

ATTACHMENT NO.	DOCUMENT
1.	Classifications of Ships
2.	Refuse Definitions
3.	Floating Line of Demarcation (FLD) Specifications
4.	Picket Boat Operations & Specifications
5.	Security Guard Operations
6.	Fuel Specifications
7.	Water Taxi Specifications
8.	Request for Sanitary Inspection
9.	Quality Assurance Provisions

EXHIBIT A - SCHEDULE
EXHIBIT A – SCHEDULE OF SUPPLIES AND SERVICES

See Section B2 - Exhibit A (ELINs) Schedule of Supplies and Services.

Separate Excel spreadsheet is attached.

EXHIBIT B - PORT TARIFF ITEMS

EXHIBIT B - PORT TARIFF ITEMS
The Excel spreadsheet provides estimates of port tariff rates only.

EXHIBIT C - OOTW SAMPLES
EXHIBIT C - OOTW SAMPLE
The listing under this Excel spreadsheet is a sample for information purposes only.

EXHIBIT D - CRAFT REPORT
EXHIBIT D - CRAFT REPORT
The CRAFT submittal is required within seven (7) days upon completion of a ship visit. Copies of certified invoices shall be forwarded to the Contracting Officer.

ATTACHMENT 1 - SHIP CLASS
ATTACHMENT 1- SHIP CLASS
SHIP CLASSIFICATIONS (DESCRIPTION OF U.S. NAVY SHIPS BY CLASS AND TYPE)

The following are Ship Classifications:

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	77
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40

Class II

T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403	
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193	
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192	
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135	
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32	
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352	
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380	
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217	
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360	
Class III						
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708	
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351	
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609		1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420	
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854	
Class IV						
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805	
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082	
T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276	
T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87	
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95	
Class V						
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624	
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900	
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275	

1. The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

2. Displacement is expressed in tons and represents fully loaded displacement.

3. The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

4. There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

GLOSSARY OF TERMS AND ABBREVIATIONS

AGOS	RESEARCH SHIP
AGSS	RESEARCH SUBMARINE
AOE	FAST COMBAT SUPPORT SHIP
ARS	SALVAGE SHIP
AS	SUBMARINE TENDER
CG	GUIDED MISSLE CRUISER
CV	MULTIPURPOSE AIRCRAFT CARRIER (CONVENTIONALLY PROPULSION)
CVN	MULTIPURPOSE AIRCRAFT CARRIER (NUCLEAR PROPULSION)
DD	DESTROYER

DDG	GUIDED MISSLE DESTROYER
FFG	GUIDED MISSLE FRIGATE
HSV	HIGH SPEED VESSEL
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCS	LITTORAL COMBAT SHIP
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LHD	AMPHIBIOUS ASSAULT SHIP (MULTI- PURPOSE)
LPD	AMPHIBIOUS TRANSPORT DOCK
LSD	AMPHIBIOUS CARGO SHIP
LSV	LOGISTIC SUPPORT VESSEL (ARMY)
HSIC	MARK V SPECIAL OPERATIONS CRAFT (1 PAIR)
MCM	MINE COUNTERMEASURE SHIP
MCS	MINE COUNTERMEASURE SUPPORT SHIP
MHC	MINE HUNTERS COASTAL
MSC	MILITARY SEALIFT COMMAND
PC	PATROL COASTAL SHIP
SSBN	BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSGN	CRUISE MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	ATTACK SUBMARINE (NUCLEAR PROPULSION)
T-AE	AMMUNITION SHIP (MSC)
T-AFS	COMBAT STORE SHIP (MSC)
T-AGOS	OCEAN SURVEILLANCE/PATROL SHIP (MSC)
T-AGS	SURVEYING/ OCEANOGRAPHIC SHIP (MSC)
T-AH	HOSPITAL SHIP (MSC)
T- AKE	DRY CARGO/AMMUNITION SHIP (MSC)
T-AKR	STRATEGIC SEALIFT SHIP (MSC)
T-AO	OILER (MSC)
T-AOT	TANKER (MSC)
T-ATF	FLEET OCEAN TUG (MSC)
WAGB	POLAR CLASS ICEBREAKERS
WHEC	HIGH ENDURANCE CUTTER
WMEC	MEDIUM ENDURANCE CUTTER

ATTACHMENT 2 - REFUSE SERVICES
ATTACHMENT 2 - REFUSES SERVICE
Refuse Service Definitions

The following are Refuse Definitions used for this contract:

5. **"Refuse"** includes all garbage, ashes, debris, rubbish and other similar waste material, and anything else delivered to the ship, but not taken onboard due to spoilage, etc., even though such refuse was not aboard the vessel when it arrived in port. Not included are explosives and incendiary waste and contaminated waste from medical and radiological processes.

6. **"Garbage"** means animal and vegetable waste (and containers thereof) resulting from the handling, preparation, cooking, and consumption of foods. Edible, or hog food, garbage is the portion of waste food, which has been segregated for salvage.

7. **"Ashes"** means the residue from burned wood, coal, coke, and other combustible material.

8. "**Debris**" means grass cuttings, tree trimmings, stumps, street sweepings, rooting and construction wastes, and similar waste material.

9. "**Rubbish**" means a variety of unsalvageable waste material such as metal, glass, crockery, floor sweepings, paper, wrappings, containers, cartons, and similar articles not used in preparing or dispensing food. Rubbish is further subdivided into:

10. "**Combustible Rubbish**" which can be burned readily in an incinerator or burning pit.

11. "**Noncombustible Rubbish**" which cannot be burned at ordinary incinerator temperatures (800 to 1,800 degrees F.)

12. "**Receptacles**" or "**Containers**" means cans, drums, bins, or similar receptacles, which can be handled easily, and multiple containers, which are handled by mechanical truck-mounted hoists. A **"bin"** is defined as a standard garbage bin used for this service which can vary in size. Size will be identified in The Schedule Sub-CLINs.

ATTACHMENT 3
FLOATING LINE OF DEMARCATION (FLD) SPECIFICATIONS

1. The following are the Governments basic requirements for the Floating Line of Demarcation Specifications to be used for this contract:

1. The Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around anchored ships. The purpose of the FLD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 120 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible to ship's/port radar. The Picket Boats will patrol outside of this visual reference. The FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum two (2) work boats to tend to the FLD at all times. The FLD is not designed to stop approaching unauthorized watercraft rather it is to help identify a safe standoff zone.

2. The size of the Floating Perimeter will be approximately 2500 meters to 2700 meters based on a ship's length of approximately 800 feet.

3. Weights sufficient to anchor the FLD in place to the seabed. The size and number of weights will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD line intact at all times regardless of sea conditions.

4. The Contractor shall have communication capabilities, either VHF or cellular phone with Port Operation Control and U.S. Navy vessel. The contractor shall report the status of the Floating Visual Line of Demarcation to Port Operation control every two hours or other regular interval agreed upon between Contractor and Port Operation Control.

5. The Contractor shall provide a minimum of two (2) work boats to tend the FLD at all times while the system is deployed.

6. The FLD shall be deployed in the most expeditious manner as soon as the U.S. Navy vessel is anchored.

7. When the FLD is retrieved, the Contractor must show documentary proof that all equipment deployed is removed from the location.

8. The Contractor shall provide the U.S. Navy, Port Authority/Host Nation an updated and current emergency contact list in case of contingencies.

9. Below are two examples of FLDs.

a. Example 1 - Continuous Line FLD –

i. Specifications: Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable Entry Control Point for access.

ii. Buoys or floats positioned every meter on the line sufficient to keep line afloat and visible on the surface of the water.

iii. Large yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 120 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible to ship's/port radar.

iv. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the perimeter. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the perimeter intact and in position at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

b. Example 2 - Floating Buoy System (FBS)

i. Specifications: The FBS must clearly show a perimeter line and fully surround the ships at anchorage. Large yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 120 meters along the demarcation line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical. In addition, buoys must also be visible on ship's/port radar.

ii. Weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

10. Contract Pricing: Prices are firm-fixed-price per unit and are inclusive of all costs which include the following:

    a. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

    b. Mobilization and Demobilization (Mob & De-mob). All Mob & De-mob costs shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes transportation of equipment and charges for the use of cranes, forklifts, tugs, workboats and any other equipment and labor required for the deployment, maintenance and retrieval for the floating perimeter.

    c. Repositioning equipment. All repositioning of equipment shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

    d. Pre-positioning / Pre-staging and Vetting Operations. All pre-positioning / Pre-staging and vetting operations shall be included in the unit price. The vessel shall only be charged for the actual number days that the perimeter is in use while the ship is port. No additional days shall be charged.

11. Time Calculations: These CLINs are based on daily rates. Time will begin being measured once the equipment is deployed round the vessel and capable of operations.

12. General: The Contractor is responsible for providing floating visual line of demarcation. The Contractor must work closely with other US Navy contractors such as subsistence contractor. The Contractor will follow the requirements below unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

13. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

    a. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

    b. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

14. Access Lists: The contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

    a. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

    b. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

    c. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

15. Inspections: The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

ATTACHMENT 4
PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

13. The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

14. The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

15. Ships at anchorage will normally require two Picket Boats.

16. The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate CLIN in the contract.

17. The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

18. The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

19. The Picket Boat will meet the following requirements:

    7.1. Licensed for commercial operations by local country Department of Transportation.

    7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

    7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience,

skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

7.4. If a deckhand crewmember is required, only qualified personnel are used.

7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

7.11.4. Portable Spotlight

ATTACHMENT 5
SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

1.2. Security guards may be provided through private security firms or through local police officials.

1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards - At Pierside

2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

2.2. All pierside guard services will be performed within the parameters of local Laws and Regulations.

2.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

2.6. The following equipment will be required as a minimum for each guard:

2.6.1. Uniform as provided by contractor or authorities;

2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. Rules of Engagement (ROE) Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards - In Picket Boat

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2 If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3 The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4 As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

ATTACHMENT 6
FUEL SPECIFICATIONS

The following are the Fuel Specifications for this contract:

1. SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	**Requirement**	**Text Method**
Appearance, @ 25ºC or ambient temperature whichever is higher	Clear, bright and free of visible particulates	D 4176 1/
Demulsification, @ 25ºC, minutes (max)	10	D 1401 2/
Density, @ 15ºC, kg/m^3 (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, ºC 50% point, ºC	 Record Record	D 86 3/

90% point, ºC, (max) end point, ºC, (max) Residue º Loss, % vol., (max)	357ºC 385ºC 3.0	
Cloud Point, ºC, (max)	-1ºC	D 2500
Color, (max)	3	D1500
Flash Point, ºC, (min)	60ºC	D 93 4/
Particulate Contamination, mg/liter, (max)	10	D 5432 5/
Pour Point, ºC, (max)	-6ºC	D 97
Viscosity, @ 40ºCm mm^2/second	- 1.7 - 4.3	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100ml, (max)	1.5	D5304 (R), D 2274 6/
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664
Aniline Point, ºC, (min)	60ºC	D 611
Ash, % wt., (max)	0.005	D 482
Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 7/
Corrosion, @ 100ºC, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min) Cetane Index, (min)	42	D 613 (R), D 976 8/
Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 2622
Trace Metals, ppm, (max) Calcium Lead Sodium plus Potassium Vanadium	 1.0 0.5 1.0 0.5	D 3605 9/
Additive Names and Dosages	Record	

1. If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709, 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains visible sediment or particulate matter, but meets the requirement of 10 mg/1 (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.

2. The demulsification text shall be conducted in accordance with the following exceptions:

   (a) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.

   (b) The test temperature shall be 25ºC.

   (c) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute.

3. As the end point of the distillation is approached, if either a thermometer reading of 385ºC or a decomposition point is observed, discontinue the heating and resume the procedure as directed in ASTM D 86.

4. The flash point value is the absolute and no value less than 60ºC is permissible.

5. A one-liter minimum sample shall be used.

6. ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours to 40 hours.

7. When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fuel, without the cetane improver.

8. Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified in Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.

9. Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of the inspection authority.

2. COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC MAY 2002)

Offered product shall conform to the following requirements which are suitable for Marine Gas Turbine.

	TEST REQUIREMENTS	METHOD	
1.	Cetane Number	ASTM D 613	42 min
	or		
	Cetane Index	ASTM D 976	43 min

NOTE: If the Cetane number is reported, the reported value shall apply to the base fuel without Cetane improving additives.

2.	Appearance @ 21^{O}C or ambient temp. (whichever higher)	Visual	Clear & Bright
	or		
	Water & Sediment	ASTM D 2709	0.05 vol % max.
3.	Distillation, 90% point	ASTM D 86	357^{O}C max.
4.	Flash Point	ASTM D 93	60^{O}C min

NOTE: The flash point value is absolute and no value less than 60^{O}C is permissible.

5. Cloud Point — ASTM D 2500 -1.1^{O}C (30^{O}F) max.
NOTE: Cloud Point results will be evaluated based upon bunkering location.

6.	Viscosity @ 40^{O}C	ASTM D 445	1.7 - 4.5 cSt
7.	Color 4	ASTM D 1500	3 max.

NOTE for deliveries outside the United States, the offerors must submit information on the composition, color and desired concentration of any dye to be used in order to obtain approval.

8.	Density @ 15^{O}C	ASTM D 1298	876 kg/m^3 max.

9.	Carbon Residue on 10% bottoms 5 NOTE: For carbon residue on 10% bottoms, ASTM D 189 is an acceptable alternate method.	ASTM D 524	0.35 mass % max.
10.	Ash	ASTM D 482	0.01 mass % max.
11.	Sulfur 6 NOTE: For total sulfur content, ASTM D 1552 and ASTM D 2622 are acceptable alternate methods.	ASTM D 4294	1.0 mass % max.
12.	Corrosion	ASTM D 130	3 max.
13.	Composition Distillate Fuel (fuel shall contain no residual)	None	100%

3. FUEL OIL, INTERMEDIATE, GRADES RME-25 (IFO 180 AND RMG-35 (IFO 380) (DESC JUN 2004)

a. Product shall conform to ISO 8217:1996.

b. ALTERNATE TEST METHODS. The test methods below can also be used to determine the following requirements:

REQUIREMENTS TEST METHOD

1. Density @15^{o}C, kg/m^{3} ASTM D 4052
2. Carbon Residue ASTM D 4530
3. Vanadium, mg/kg ASTM D 5863
4. Aluminum plus silicon, mg/kg ASTM D 5184

c. SULFUR. Starting My 19, 2005, the sulfur limit for RME-25 (IFO 180) purchased under the DESC Bulk Purchase Program must meet a revised sulfur weight percent limit of 3.5, maximum.

d. A. FOR THE BULK PROGRAM, RME-25 (IFO 180) purchased undr the DESC Bulk Purchase Program must meet a revised sulfur weight percent limit of 3.5, masimum. (DESC 52.246-9FFE).

ATTACHMENT 7 - WATER TAXI SPEC
ATTACHMENT 7 - WATER TAXI SPECIFICATIONS

WATER TAXI SPECIFICATIONS

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxie specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger

compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated FISC Detachment Singapore Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor, the FISC Detachment Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including COMPACFLT.

5. COMSEVENTHFLT Specifications:

5.1. Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of New Caledonia. Notwithstanding compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

5.1.1. Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

5.1.2. Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

5.1.3. The following information shall be conspicuously posted in both English and (the appropriate foreign language):

5.1.3.1. Current Operator’s/Captain's license and boat names.

5.1.3.2. Passenger/weight capacity limit notice.

5.1.3.3. Location of life jackets and other life saving equipment.

5.1.3.4. Location of all exits indicated in large letters.

5.1.3.5. Emergency procedures

5.1.4. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

5.1.5. Operation of the boat shall be in a safe and seaworthy manner.

5.1.6. The consumption of alcoholic beverages shall not be permitted aboard the boat.

5.2. Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by New Caledonia for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

5.3. Security: During the term of this contract the ship(s) to be serviced (insert ship name if purchase order) agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

5.4. Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

5.5. Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

5.5.1. Hull

5.5.1.1. Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures.

5.5.1.2. Superstructure, including masts and stacks.

5.5.1.3. Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.

5.5.1.4. Provisions for drainage of sea water from exposed decks over the side and not into the bilges.

5.5.1.5. Access/egress points- adequacy of number and location.

5.5.2. Machinery

5.5.2.1. 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.

5.5.2.2. Main propulsion and auxiliary machinery essential to operation of boat.

5.5.2.3. Sea and bulkhead closure valves.

5.5.2.4. Bilge auction strainers and dewatering systems-bilge pump to be tested by operation

5.5.2.5. Bilges free of flammable liquids

5.5.3. Electrical

5.5.3.1. Cables.

5.5.3.2. Navigation, deck, and emergency lights.

5.5.3.3. Rotating electrical machinery; e.g., generators and motors --Storage batteries

5.5.4. Lifesaving equipment

5.5.4.1. Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.

5.5.4.2. Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.

5.5.4.3. First aid kits, life rings and distress lights.

5.5.4.4. Distress signaling devices

5.5.5. Fire fighting equipment

5.5.5.1. Fire pump - test by subjecting fire hose(s) to fire pump pressure.

5.5.5.2. Portable fire extinguishers.

5.5.5.3. Fixed systems, e.g., C02 cylinders.

5.5.6. Steering apparatus

5.5.7. Miscellaneous systems and equipment

5.5.7.1. Harbor charts.

5.5.7.2. Ground tackle and mooring lines.

5.5.7.3. Whistle/fog horn, bell.

5.5.7.4. Lighted compass.

5.5.7.5. Radar.

5.5.7.6. 2-way radio capable of Bridge-to-Bridge communications.

5.5.7.7. Current license.

5.5.7.8. Operator qualifications.

5.6. Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement-is that contained in paragraph 4.7 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

5.7. Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

5.7.1. Safety of operations. Insure the following are present and in working condition:

5.7.1.1. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.

5.7.1.2. Fire extinguishers sufficient for the size of the vessel operated.

5.7.1.3. Radio (with battery backup) capable of Bridge-to-Bridge communications.

5.7.1.4. Anchor/chain sufficiency for the size of the vessel operated.

5.7.1.5. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

5.7.2. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:

5.7.2.1. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

5.7.2.2. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.

5.7.2.3. Ensure no bare or exposed electrical wires or connections are located in the passenger area.

5.7.2.4. Validate that sufficient unobstructed exits are present and marked in English.

5.7.2.5. Verify that no missile hazards, gear adrift, or trip hazards exist.

5.7.3. The following shall be conspicuously displayed, in English:

5.7.3.1. Passenger/weight capacity.

5.7.3.2. Location and number of life jackets.

5.7.3.3. Location of life saving equipment.

5.7.3.4. Locations of exits (if not obvious).

5.8. Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

5.9. If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

ATTACHMENT 8 - SANITARY INSP
Attachment 8 – Sanitary Inspection
SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
FISC DETACHMENT SINGAPORE
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD, BLDG 7-2
SINGAPORE 759657

Dear Sir:

We are interested in supplying (e.g. specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

LIST AND INFORMATION TO REQUEST FOR INITIAL INSPECTION

List of products for which approval is requested.
Establishment letterhead - four places.
Name of establishment owner.
Site area size - acres, square feet or square meters.
General description of the area surrounding the plant site.
Building description, i.e. material used in construction, age of building(s), size (in square feet or meters), and number of stories.
Drawing of floor plan of building(s) to include major production areas (for slaughterhouses and dairies only).
List of major processing equipment.
Sources of raw materials.
Output of finished product - average kilograms or tons per day, per week or per month.
Special codes printed on product packages which identify the establishment, the product, and the date of production or packaging.
Number of employees.
Are employees receiving pre-employment or periodic medical examinations? What is the frequency of the periodic examinations?
Program for employee instruction personal hygiene, food, handling techniques, and food hygiene and safety.
Cleaning and sanitizing methods, including chemical used.
Detailed written cleaning and sanitizing program.
Official water quality certification from the local government, including total aerobic bacteria plate count, coliform count, and chemistry.
Name of water source.
Waste disposal program.
Pest control program.
Name of inspection agencies which inspect the plant (government and civilian) and frequency of inspections. Are inspection reports available for review?
Flow chart for the manufacture of each major category of products listed in No.1 above from raw materials to finished products health control points.
What laboratory examinations are performed on products and plants environment? Are the results available for review?
Total number of company vehicles?
Key personnel and point of contact for inspectors.
Direction to plant.

ATTACHMENT 9 - QA PROVISIONS
ATTACHMENT 9 - QA PROVISIONS

FISC DETACHMENT SINGAPORE

QUALITY ASSURANCE PROVISIONS
September 2006

SECTION I. GENERAL REQUIREMENTS

1. **SANITARILY APPROVED SOURCES:** All subsistence items shall be from approved sources as authorized, or exempted in NAVSUPINST 4335.4F/AR 40-657/AFR 161-32/MCO P10110.31G. Name and address of processing facility shall identify any subcontracting entities utilized other than the primary contractors. FISC DET Singapore has available approved source listings of authorized subsistence incorporated into VETCOM Circular 40-1, Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Hawaii and Pacific) and other regions maintained and published by HQ, US Army Veterinary Command, Fort Sam Houston, Texas (http://vets.amedd.army.mil/vetsvcs/approved.nsf). The U.S. Army Veterinary Representative, prior to commencing a contract/Blanket Purchase Agreement (BPA), shall inspect all required potential sources identified. Failing to pass inspection shall be grounds for not issuing a BPA and grounds for cancellation if the facility fails inspection after a BPA has commenced. This applies to all contractors and subcontractors. Documents cited here shall be provided to the contractor upon written request.

2. **DELIVERY VEHICLES:** The supplies delivered under this contract/BPA shall be transported in a sanitary enclosed/covered or open flatbed vehicle. Semiperishable items delivered in open flatbed vehicle shall be covered with a tarp to protect products from rain or foreign objects. Vehicles shall be equipped to maintain the appropriate temperature for the subsistence being delivered. Vehicles shall be maintained in a sanitary condition to prevent contamination of the food and shall be subject to inspection by the government at all reasonable times. Supplies submitted for acceptance in vehicles, which are not sanitary, may be rejected without further inspection. Concurrent transportation of bulk contained pesticides, rodenticides, petroleum products, inedible products, household chemicals, or other caustic or volatile compounds are undesirable but occasionally necessary. When a carrier jointly transports subsistence and cleaning agents or hazardous products, the cleaning agents or hazardous products shall be segregated from the subsistence to the greatest extent. Segregated to the greatest extent means that all cleaning agents or hazardous products shall be unitized, loaded completely lower and horizontally from the subsistence to the maximum distance allowed by the physical configuration of the carrier. Shrink-wrap shall be used to secure items to pallets and provide stabilization.

3. **CODE DATING:** Master-shipping boxes shall be stamped or embossed with code dates, except Fresh Fruits and Vegetables, (FF&V). Coding must represent the date of slaughter, production, pasteurization, manufacture, or expiration/pull date. Open code shall have the date, month and year or Julian date, (last number of the year with the number of days). Closed code, such as letters and numbers, shall have an accompanying letter from the manufacturer explaining the code and shelf life.

4. **PACKAGING:** Standard commercial packaging is acceptable as long as it meets the re[illegible] agreement, product is protected from contamination, and quality is preserved. Products shal[illegible] returnable commercial containers that do not exceed 55 pounds or 25 kilograms per container. The use of a plastic shrink-wrap to secure items to the pallet shall be minimized.

5. **SHELF LIFE REQUIREMENTS:** Unless otherwise specified in this agreement, products shall be delivered with not less than one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining. If the supplies delivered DO not have the minimum number of days of shelf life remaining as set forth in this agreement, the government shall have the right to reject and/or require replacement.

6. **TEMPERATURE REQUIREMENTS:** Unless otherwise specified in this agreement, all perishable products shall be delivered between 32°F-41°F (0°C-5°C) for chilled and 0°F (-18°C) or below for frozen. Temperatures shall be checked between the primary container and the outer container to reduce product damage. If a discrepancy is suspected, internal temperature shall be checked prior to rejection or acceptance of the products.

7. **REJECTED ITEM:** Any item recommended for rejection by the U.S. Army Veterinary Representative or receiving activity shall be annotated on the invoice or delivery receipt. The Contracting Officer Representative shall negotiate on price adjustment for quality or short shelf life defect as requested by receiving activity based on the U.S. Army Veterinary Representative inspection results. Replacements shall be coordinated with the Contracting Officer Representative as requested by the receiving activity.

8. **FOREIGN ORIGIN PRODUCTS:** Foreign establishments DO not have to be Directory listed if the prepackaged finished items they produce are imported by distributors or brokers into the continental United States, Hawaii or Alaska for sale to U.S. Armed Forces. This exemption Does not apply to establishments importing food directly into the U.S. territories of American Samoa, Guam, or the Mariana Islands without entering the continental United States, Hawaii or Alaska.

9. **CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD:** See Appendix A below.

SECTION II. QUALITY ASSURANCE PROVISIONS BY ITEM

1. **DAIRY PRODUCTS:**

a. Milk products shall be from approved sources and meet the raw, pasteurized, bacteriological and chemical requirements of the United States Public Health Service (USPHS) Publication 229 (Grade A Pasteurized Milk Ordinance). Frozen deserts and novelties shall be from approved sources in accordance with applicable military or local specifications or in the absence of applicable specifications, good manufacturing practice. Bacteriological and chemical testing may be accomplished at origin or destination. The U.S. Army Veterinary Representative shall submit non-conforming results to the Contracting Officer and provide a copy furnished to the contractor with a letter of explanation. The letter shall inform the contractor that unreliable quality controls may result in suspending further deliveries in accordance with NAVSUPINST 4355.6A/AR 40-70. NAVSUPINST 4355.6/AR 40-70 sets forth the microbiological testing program and suspension procedures for dairy products.

b. Temperature on delivery: Fresh dairy products shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C). Frozen products shall be delivered at 0^{o}F (-18^{o}C) or below.

c. Cheese Related Products:

(1) Soft cheeses such, as mozzarella, natural provolone, cream cheese, and etc., shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C).

(2) Hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, etc., shall be delivered between 32^{o}F and 50^{o}F (0^{o}C and 10^{o}C).

2. **FRESH FRUITS AND VEGETABLES (FF&V): See Appendix A.**

a. All FF&V shall be freshest product available. FF&V shall have eye appeal and shall be a minimum of 90% free from quality defects and 100% free of decay or loss. The Contracting Officer Representative shall negotiate a downward price adjustment for quality defects based on the U.S. Army Veterinary Representative inspection results and confirmed by receiving activity.

b. FF&V shall be delivered in an enclosed vehicle, equipped to maintain the temperature required for the type of FF&V. Mixed loads of FF&V shall be between 35^{o}F and 55 °F (2^{o}C and 12^{o}C).

c. FF&V such as bananas that are sensitive to ethylene oxide shall not be palletized and wrapped with items that are ethylene oxide producers such as apples. Plastic wrapped around the product inside the boxes shall be removed to allow air circulation.

d. Fresh mushrooms shall not be packaged airtight. Packages that are wrapped in plastic shall have air hole cut into plastic 1/8 inch in diameter or larger.

e. FF&V such as bananas, potatoes and onions that are sensitive to chill damage shall be delivered without refrigeration or not less than 56 °F (14°C). FF&V delivered in an open flatbed vehicle shall be protected with a tarp.

f. For repacked FF&V, the recycled boxes shall be clean and odorless; weigh not more than 45 pounds, (20 kilograms); labeled with the name and weight of the item on two adjacent sides of the box and legibly handwritten or printed.

3. FROZEN MEAT AND POULTRY

a. Unless otherwise requested, all frozen meat and poultry products must be USDA inspected or USDA certified. They must be listed in one of the following publications: "Meat and Poultry Inspection Directory", or "Directory of Sanitarily Approved Food Establishment for U.S. Armed Forces Procurement. ".

b. Temperature at delivery shall be 0°F (-18°C) or below. If the product is frozen to the point that a bimetallic thermometer cannot be pushed into the product and there does not appear to be significant surface thawing or crystallization the product shall be considered acceptable. These factors shall be considered due to the lack of proper equipment for drilling frozen item.

c. Age at delivery in the frozen state:

(1) Beef shall be delivered no more than 12 months after the date of pack.

(2) Poultry shall be delivered no more than 12 months after the date of pack.

(3) Pork shall be delivered no more than 12 months after the date of pack.

(4) Lamb and veal be delivered no more than 12 months after the date of pack.

NOTE: If the manufacture, slaughter or expiration date is stamped, not embossed on the box, the Health Certificate from origin shall be available for verification by the inspecting U.S. Army Veterinary Representative.

4. FROZEN WATERFOODS:

a. Temperature at delivery 0°F (-18°C) or below and shall be checked using the guidance reference previously in paragraph II.3.a.

b. Age at delivery in the frozen state:

(1) Seasonal packed items shall be delivered no more than 12 months after the date of pack.

(2) Oysters shall be delivered within 6 months of shucking/freezing.

(3) Shrimp shall be delivered within 180 days, of packaging/freezing.

c. General Guidance: All items shall be delivered in excellent condition, practically free of parasites, and show no evidence of mishandling.

5. SHELL EGGS:

a. Shell eggs shall be cleaned and free of damage (broken, cracked, leaker, etc.,). The U.S. Army Veterinary Representative shall recommend rejection of eggs with excessive dirt or feces.

NOTE: A small quantity of dirt is allowed on eggs delivered from plants that are only approved for unwashed eggs, small defined as having relatively little size or slight dimension.

b. Fresh shell eggs delivered directly from the farms within 48 hours of production may be delivered in unrefrigerated vehicles that are covered. The vehicles must meet all the requirements listed in Section I, par. 2. Boxes shall be marked with the date of production with the vendor's name and address.

c. Chilled fresh shell eggs that are procured from food distributors shall be delivered in refrigerated vehicles and shall be delivered within 15 days from the date of packaging. Internal temperature of eggs at delivery must be 41^{o}F (5^{o}C) or below.

6. **BAKERY PRODUCTS:**

a. Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined.

b. Bakery products shall be delivered within 48 hours from the date of production. Frozen bakery products shall be delivered within 6 months from the date of production, (SL 12 months), and in a refrigerated truck with a temperature of 0°F (-18°C).

SECTION III. SPECIFIED ANCHORAGE DELIVERIES

1. Due to the special circumstances associated with anchorage deliveries, the following exceptions are authorized, but shall not relieve the contractor or the BPA holder of any other requirements in the Quality Assurance Provisions unless specifically listed below:

a. Dairy products may be delivered in non-refrigerated containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. When a refrigerated unit is not used, the dairy products shall be packed in special containers that hold multiple units of product (bi-wall/tri-wall boxes), with dry ice based on the product weight to maintain internal temperature of 41°F (5°C). The special container shall be packed to allow air circulation within. Dairy products shall be given the highest priority for loading/off-loading upon receipt.

b. FF&V may be delivered in unrefrigerated containers in the most expeditious manner to ensure the least amount of exposure to high temperatures.

c. Miscellaneous frozen products may be delivered in non-freezer containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. Frozen items shall be packed with dry ice based on the product weight to maintain frozen state. The special container shall be packed to allow air circulation within. Although slight temperature deviations may occur, proper packaging and sufficient quantities of dry ice shall preclude excessive temperature deviations and thawing. Any item showing sign of thawing shall be rejected.

2. Although special considerations are authorized in anchorage deliveries, no exceptions have been authorized or shall be accepted for reduced sanitary standards, including the sanitation of the vehicles, boats, and shipping containers. The reuse of containers to transport products with dry ice is authorized as long as the container is sanitary and serviceable.

3. No deviations to these Quality Assurance Provisions are authorized without prior written approval from the Contracting Officer and U.S. Army Veterinary Representative. Deviations shall be granted prior to quotes being accepted and only for the particular delivery in question.

APPENDIX A, PERISHABLE FOODS, TO ATTACHMENT 12 (QA PROVISIONS)

The following are requirements that apply to this contract:

PERISHABLE SUBSISTENCE COMPATABILITY GROUPS
(Extracted From DLAM 4145.12/ TM 38-400, April 1994)

Group 1

Temperature: 32° to 34°F (1° to 1°C).
Relative humidity: 90 to 95 percent.
Atmosphere: Normally used on berries and cherries only -10 to 20 percent CO_2.
Ice: Never in contact with commodity.

Note: Most members of this group not compatible with Group 6a or 6b because ethylene production by Group 1 can be high, and thus harmful to members of Group 6a or 6b.

Apples (except those varieties listed in Group 3)
Apricots
Berries (except cranberries) Cherries.
Figs (not with apples, danger of odor transfer to figs; also see Group 6a)
Grapes (not fumigated with surfer dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages).
Peaches
Pears
Persimmons Plums and Pomegranates
Quinces

Group 2

Temperature: 55° to 65°F(13° to 18°C)
Relative humidity: 85 to 95 percent.
Ice: Never in contact with commodity.

Avocados
Bananas
Eggplant {also see Group 5)
Grapefruit [1]
Guava
Limes
Mangoes
Muskmelons, other than cantaloupes
Casaba
Crenshaw
Honey Dew
Persian
Olive, fresh
Papayas
Pineapples {not with avocados, danger of avocados' odor absorption)
Tomatoes, green
Tomatoes, pink {also see Group 4)
Watermelons (also see Group 4 and 5)

Group 3

Temperature: 36° to 41°F (2°to 5°C).
Relative humidity: 90 to 95 percent: cantaloupes about 95 percent.
Ice: In contact with cantaloupes.
Apples (Grimes Golden and Jonathan (both, certain areas), Yellow Newton (California) and Mclntosh
Cantaloupes
Cranberries
Lemons [1] (use 50 to 55°F for more than a month)
Lychees (also see Group 4)
Oranges 1(Florida or Texas)
Tangerines

Group 4

Temperature: 40° to 45°F (4° to 7°C): beans 38° to 42°F (3° to 6°C).
Relative humidi1y: About 95 percent
Ice: Never in contact with commodity.
Beans snap
Lychees (also see Group 3)
Okra
Oranges [1] (California or Arizona)
Pepper; green (not with beans)
Pepper, red (if with green peppers, temperature adjusted toward top of range)
Squash, summer
Tomatoes, pink (also see Group 2)
Watermelons (also see Groups 2 and 5)

Group 5

Temperature: 50° to 55°F (10° to 13°C): ginger not below 55°F.
Relative humidity: 85 to 90 percent.
Ice: Never in contact with commodity.
Cucumbers
Eggplant (also see Group 2)
Ginger (not with eggplant, also see Group 7)
Potatoes (late crop)
Pumpkin and Squashes, winter
Watermelon (temperature adjusted for other members of the group; also see Groups 2 and 4),

Group 6a

This group, except for figs, grapes and mushrooms, is compatible with Group 6b
Temperature: 32° to34°F (0° to 1°C)
Relative humidity: 95 to 100 percent.
Ice: Never in contact with asparagus, figs, grapes, and mushrooms
Artichokes
Asparagus
Beefs, red
Endive and escarole
Figs (also see Group 1)
Grapes (not furnished with sulfur dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages)
Greens
Leek (not with figs or grapes)
Lettuce
Mushrooms
Parsley
Parsnips
Peas
Rhubarb
Salsity
Spinach
Sweet Corn
Watercress

Group 6b

This group is compatible with Group 6a, except for figs, grapes and mushrooms.
Temperature: 13°to 13°F (0° to l°C)
Relative humidity: 95 to 100 percent
Ice: Contact acceptable for all
Broccoli
Brussels sprouts
Cabbage
Cauliflower
Celeriac
Celery
Horseradish Kohlrabi
Onions green (not with rhubarb. Figs, or grapes; probably not with mushrooms or sweet corn)
Radishes
Rutabagas

Turnips

Group 7

Temperature: 5° to 65°F (13° to 18°C)
Relative humidity: 85 to 90 percent.
Ice: never In contact with commodity.
Ginger (also see Group 5)
Potatoes, early crop (temperatures adjusted for others)
Sweet Potatoes

Group 8

Temperature: 32°to 34°F (0° to 13°C)
Relative humidity: 65 to 70 percent.
Ice: never in contact with commodity.
Garlic
Onions dry

[1] Citrus fruits -Biphenyl fungicide may impart off odors to other commodities

The above information was extracted from Lipton, W.J. and J. M. Harvey, Compatibility of Fruits and Vegetables During Transport in Mixed loads, US Department of Agriculture Research Service, ARS51- 48 (September 1972).

Appendix B - CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD

Microbiological criteria for dairy products[1,2]

Product(s)	Standard Plate Count (SPC) (See notes 3&4)	Coliform count (See note 4)	combined yeast and mold count (See note 4)	Preliminary incubation count (See note 5)
Aseptically processed and packaged Milk and milk products	0 per ml (See notes 6&7)		0 per ml (See note 6)	0 per ml (See note 6)
Buttermilk and acidophilus milk			10 per gram	
Cottage cheese			10 per gram	10 per gram
Cream, sour cultured			10 per gram	10 per gram
Grade A pasteurized milk and milk products	20,000 per ml		10 per ml	200,000 per ml
Ice cream products, flavored, fruit and / or nuts	50,000 per gram		20 per gram	
Ice cream products, vanilla and plain flavored	50,000 per gram		10 per gram	
Frozen dessert mix:				
Vanilla flavor	50,000 per gram		10 per gram	10 per gram
other flavors	50,000 per gram		20 per gram	10 per gram
Yogurt, chilled			10 per gram	
Yogurt, frozen, plain			10 per gram	
Yogurt, frozen, flavored			20 per gram	
Yogurt, soft serve mix			10 per gram	

Notes:
1. Phosphates as specified in the PMO.
2. Products shall be free of antibiotic or pesticide residues or below the action levels established for such residues by the applicable Federal Regulatory Agency. Antibiotic residue testing shall be by the method described in the PMO. Examinations and test to detect adulterants, including pesticides, shall be conducted by methods recognized by the applicable Federal regulatory agency.
3. Not applicable to cultured products.
4. All counts are maximum allowed standards.
5. Samples must be received within 72 hrs of pasteurization. Preliminary incubation test is used as a determination of keeping quality.
6. Nonconformance's will be considered an imminent health hazard.
7. Either aerobic or anaerobic SPC.

Microbiological criteria for Environmental Swabs[1,2]		
	Aerobic Plate Count	Coliform Count
ATP (RLU) Counts	(APC)	
Environmental swab See Note 3	100 per 50 sq cm	10 per 50 sq cm

Notes:
1. Microbiological counts can be used as an index for evaluating the sanitation status of processing equipment and the facility.
2. All counts are maximum recommended limits.
3. Relative Light Units (RLU) are directly correlated to log cfu/sq cm . RLU maximum tolerances are dependent upon the manufacturer of the ATP bioluminescence reader. Follow manufacturer's instructions for RLU limits.

Microbiological criteria for Fish, fresh or frozen, including shellfish		
Counts[4]	m	M
Aerobic Plate Count (APC)	5,000 per gram	1,000,000 per gram
E. coli	10 per gram	500 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Vibrio parahaemolyticus [1]	10 per gram	100 per gram

Vibrio vulnificus[2,3]	Zero (0) Tolerance
Salmonella[2]	Zero (0) Tolerance

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Used for oysters and fish designed to be consumed raw.
2. No viable pathogen in a 25 gram sample.
3. Limit is established as non-detectable depending on method used and detection limit.
4. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Fruit Juice, Fresh or Frozen

Product(s)	Standard Plate Count (SPC) [3] m	M	Coliform count	Combined Yeast and Mold count
Aseptically processed juice[1]	0		0	0
Pasteurized Juice[2]		20,000 per ml	20 per ml	200 per ml
Non-Pasteurized Juice[4]	50,000 per ml	100,000 per ml		

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Must be labeled as aseptically processed and process must be verified.
2. Must be labeled as pasteurized.
3. Plate count limits for juices, except for aseptically processed juice, are used as a quality indicator and may assist in determining keeping quality and/or shelf life.
4. Non-pasteurized juice is not approved for US Armed Forces Procurement.

Microbiological criteria for Kimchee [1,3,4]

Counts [9]	m	M

Coliform (MPN)	10 per gram	
Clostridium perfringens	100 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Pseudomonas ssp [7]	200 per gram	
Streptococcus ssp [7]	10 per gram	
Listeria monocytogenes[8]	0	
Salmonella ssp[2,8]	0	
Vibrio ssp[5,8]	0	
Salt %	$\geq$ 2.5/wt	$\leq$ 3.5/wt
pH	$\geq$ 4.2	$\leq$ 4.7
Polygalacturonase [6]	Negative	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. Products containing monosodium glutamate (MSG), nuts or nut oils must be labeled appropriately to reflect potential allergenic contents.
2. Only for varieties containing meat or poultry, sprouts, watercress or melon.
3. Varieties of Kimchee include, but are not limited to: Vegetables: winter, spring, cucumber, wrapped, Yolma, Chang, radish (Nabak), white (Pak), western-cabbage, pony-tail radish (Chonggak), eggplant, green onion, pumpkin, spinach, leek, green pepper; Chanachi: radish, green pepper, cucumber, garlic cabbage; Kaktagi: radish, radish and oyster Kaktuki; Tong Chimi;: radish tongchimi; Shikhae: chicken, andong, Alaskan Pollock shikhae.
4. All Kimchee products must be delivered and stored refrigerated with a definitive shelf life marked on each container.
5. Only for varieties containing fish or seafood ingredients.
6. Polyglacturonase activity is an indicator of overripening and spoilage, inferring the possible presence of Bacillus subtilus, Saccaromyces fragilis, Candida pseudotropicalis, Oospora lactis, Asperfillus ssp., and Penicillium ssp.
7. Excessive acidification may be due to high counts of these organisms; this is an indicator of very poor quality product.
8. Zero tolerance pathogens.
9. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Retail Ground Beef, Beef Trimmings, Ground Pork , Poultry (Chilled or Frozen)		
Counts	m	M
Aerobic Plate Count (APC)	100,000 per gram	1,000,000 per gram
Fecal Coliform	50 per gram	500 per gram
Total coliform	100 per gram	1,000 per gram
E. coli	10 per gram	< 110 per gram
Coagulase Positive Staph	<100 per gram	500 per gram
Salmonella species	Zero (0) Tolerance[1]	

E.coli O157:H7	Zero (0) Tolerance[1]

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.

Microbiological limits for Sandwiches, Prepared Salads and Spreads, Bagged Salad, and Cut Vegetables [4]

Counts[3]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli most probable number (MPN)	3 per gram[2]	10 per gram
Coliform (fecal)	10 per gram	100 per gram
Yeast and mold count	200 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Campylobacter jejuni	Zero (0) Tolerance[1]	
Salmonella species	Zero (0) Tolerance[1]	
Listeria moncytogenes	Zero (0) Tolerance[1]	
E. coli 0157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that "M" are of marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. No viable pathogen in a 25 gram sample.
2. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
3. Products may not be examined for all microbial characteristics as listed above. Contact laboratory if specific tests are required.
4. Tuna, chicken, ham and egg salads are tested the same, regardless whether on bread or submitted in tubs, buckets or other retail containers.

Microbiological criteria for Soft Serve Ice (cream) Milk and Soft Serve Yogurt at the retail/user level[2]

Counts	m	M
Standard plat count [1]	50,000 per gram	250,000 per gram
Coliform	10 per gram	100 per gram
Combined Yeast & Mold		100 per gram

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
Standard Plate Count (SPC) does not apply to yogurt products.
Soft serve and Yogurt machines.

Microbiological limits for Tofu			
Counts[2]		m	M
Aerobic plate count (APC)		100,000 per gram	1,000,000 per gram coli (MPN)
<3 per gram	10 per gram		
Staphylococcus aureus		100 per gram	1000 per gram
Salmonella species[1]		Zero (0) Tolerance[1]	
Listeria moncytogenes[1]		Zero (0) Tolerance[1]	
Yersinia entercoliticus[1]		Zero (0) Tolerance[1]	

Legend:
m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. Products may not be examined for all microbial characteristics as listed above.

Microbiological and Chemical criteria for Bottled Water[1] and Vending Machine Water[2] and Ice		
Counts	m	M
Coliform	0 per 100 ml	
Coliform (bottled water)	0 per 250ml	
Heterotrophic Plate Count [5]	1000 per ml	100,000 per ml
Pseudomonas aeruginosa	Zero (0) Tolerance	
Flouride[2]		
Arsenic[2]		
Trihalomethanes[2]		
Chlorine[2]		
Dissolved Solids[4]		
Silver [3]	None Detectable	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Bottled water is tested IAW the specific limits set forth by the Code of Federal Regulations (CFR) and current Environmental Protection Agency (EPA) regulations.

2. Vending machine water requirements are from the Association of Food and Drug Officials Model Code, 1997; Ice standards are derived from the International Packaged Ice Association. These are the minimum tests required for Vending Machine water.
3. Current published regulatory limits apply.
4. Only those machines utilizing silver impregnated carbon filters. Dissolved solids measurements are for vending machines labeled "Purified".
5. Ice and water derived from well water or surface water sources marketed at retail have higher allowable HPC limits. See current guidelines established in the CFR.

Microbiological criteria for Retail/User level Pre-packaged Deli and RTE Products[4]

Product(s)	APC[3]	Listeria spp.[2]	Salmonella[2]	Coliform[2]	E.Coli O157:H7
Luncheon Meats, frankfurters, Beef, poultry & pork	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance	
Cheese, soft and hard	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Pasteurized, liquid, frozen or Dried egg	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Pizza topping (meat & cheese)	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Dried meats sticks, jerky [1]	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance	

Notes:
1. Yeast and mold combined count should not exceed 100 /g.
2. No viable pathogen in a 25 gram sample. All counts are maximum allowable limits.
3. See Table Below for APC values in RTE Products.
4. Includes all like type/style products not otherwise listed.

Additional Microbiological limits for Commercial (Food Court Style) RTE Products[2,4]

Counts	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli (MPN)	3 per gram [3]	10 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
E. coli 0157:H7[1]	Zero (0) Tolerance[1]	
Campylobacter jejuni	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. This table is primarily designed for hot food lines.
3. ≤ 10 per gram if using 3M Petri Film for E. coli counting.
4. Products may not be examined for all microbial characteristics when submitted. These values are primarily used when conducting food borne illness investigations and overall quality characteristics.

PART VI - Summary of Directory Listing Requirements

Federal Supply Class (*Note 1)	Listing Required	Listing Not Required
8905 (*Notes 2, 3)	All fish, meat, poultry, and shellfish, including: Buffalo meat. Fish, canned. Fish, fresh or fresh smoked, modified atmospheric packaged. Fish, fresh or frozen, packaged. Herring, pickled. Quail. Rabbits. Salmon, smoked. Squid.	Crabs, live. Crawfish, live. Fish, fresh or frozen, whole and/or eviscerated, head on or off, unscaled, unpackaged. Lobster, live. Shrimp, fresh or frozen, whole or head off.
8910 (*Notes 4, 5)	All dairy foods and eggs, including: Cream, sterilized. Creamer, coffee, dairy. Dairy soft serve mixes. Desserts/puddings, frozen. Egg nog, canned. Egg substitutes. Italian ices. Topping, real cream. Yogurt, fresh or frozen.	Chocolate drink mix, non-dairy. Powdered dairy mixes. Toppings, non-dairy.
8915 (*Note 7, 8)	All pre-cut pre-packaged minimum processed fresh fruits and vegetables. Kimchee. Mushrooms, whole and sliced. Salads, non-meat, with or without dressing (not USDA listed). Vegetable sprouts. Fruit juices and nectars, refrigerated.	All unprocessed fruits and vegetables. Olives. Fruit juices and nectars, shelf stable or frozen concentrate.
8920 (*Notes 6, 9)	Bakery and cereal products (baked and unbaked, fresh and frozen), specifically: Croissants. Doughnuts Egg roll wrappers. Flour and corn tortillas. Wet pasta (noodles). Pastries. Pies. Soft pretzels. Won ton wrappers. Filled bakery items.	All other bakery products, including: Bagels. Batter mix, dry. Biscuits, canned. Breads, rolls, and buns. Cake mix, dry. Cakes, unfilled. Cookie mix, chilled or dry. Cookies, unfilled. Crackers. Cupcakes, unfilled.

		Dough, frozen or chilled. Dumplings, frozen. English muffins. Flour. Fruitcakes. Melba toast. Muffins Pancake batter, frozen. Pancake/waffle mix. Pasta, dry (noodles). Pizza crust. Taco shells. Toaster pastries. Pie crusts, unfilled. Waffles, frozen.
8925		All confectionery, nuts, and sugars.
8930		All jams, jellies, and preserves.
8935		Bouillon and soups.
8940 (*Notes 2, 3, 4, 5, 10)	Dietary foods and specialty preparations, specifically: Fish, meat, poultry, dairy, egg, and shellfish products. Pickled eggs. Frozen dinners. Pudding novelties, frozen or chilled. Tofu.	All other dietary and specialty preparations, including: Baby formula, canned. Chips, nacho or potato. Creamer, coffee, imitation (non-dairy). Dips. Nacho cheese, canned. Nutri-why. Popcorn. Puddings, canned.
8945		Fats and food oils, including margarine
8950		All condiments and related products, including: Salad dressings. Mexican salsa)
8955		All cocoa, coffee, and tea.
8960	Beverages, nonalcoholic; specifically: Ice. Bottled water.	All other nonalcoholic beverages, including: Dry ice. Fruit drink mix containing no fruit juices.
8965		Non-MRE beverages, alcoholic.
8970 (*Note 2)	MRE food composite packages	Non-MRE composite food packages.
8975		All tobacco products.

*Notes:

1. For complete item listing within each class of the 8900 (subsistence) Federal Supply Class (FSC) Group, refer to Federal Supply Catalog C8900-SL, Stock List--FSC Group 89 Subsistence.
2. Meat and poultry establishments listed in the *USDA Meat and Poultry Inspection Directory* may serve as sources of meat and poultry items as indicated. These products must bear the USDA shield and applicable

establishment number. USDA listed establishments processing products not subject to meat or poultry inspection acts must also be Directory listed for those items.

3. Directory listing is not required for establishments on the Interstate Certified Shellfish Shippers List (ICSSL). Fish, fresh or fresh smoked, modified atmospheric packaged (when distributed in a chill state) must be Packed Under Federal Inspection (PUFI) by the USDC or listed specifically in this Directory. Establishments supplying other fish products must be Directory listed unless listed by the United States Department of Commerce (USDC) in the *USDC Approved List of Fish Establishments and Products.*
4. Directory listing is not required for shell egg sources listed in the *Directory of Grading Offices and Plants Operating Under USDA Poultry and Egg Grading Programs*. Establishments listed in the *USDA Meat and Poultry Inspection Directory* for dried or liquid/frozen egg products may serve as sources for those products, as coded.
5. Establishments having a pasteurized milk compliance rating of 90 percent or higher, certified by a State milk sanitation officer, and listed in the *Sanitation Compliance and Enforcement Rating of Interstate Milk Shippers (IMS) List* may serve as sources of milk and milk products, as listed. Listing in this Directory is mandatory to serve as a source of other milk and milk products and/or frozen dessert items. Establishments listed in the *Dairy Plants Surveyed and Approved for USDA Grading Service* may serve as sources of manufactured or processed dairy products as listed by product code. Those operations denoted with "P" codes (packaging and processing) must be Directory listed when providing ungraded manufactured or processed dairy products.
6. Directory listing is not normally required for semiperishable and nonanimal origin ingredient sources for items such as ready-to-eat bakery products and ice cream.
7. Establishments processing ready-to-eat, chilled, and prepared non-meat salads (such as potato, egg, tuna, chicken, turkey, ham, bean, macaroni, or cole slaw) must be Directory listed.
8. Only pasteurized juices are authorized for purchase by the DOD.
9. Directory listing for natural and artificial cream or fruit filled pie crusts, cakes, and cookies is not required if the finished item will not support pathogenic microbial growth.
10. Establishments producing finished products containing less than 3 percent by weight components of animal origin may be exempted from Directory listing by the command publishing this Directory.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 19

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	10-Jun-2008	N4034507RCSG0025	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-07-D-0005
	X	10B. DATED (SEE ITEM 13) 22-Jun-2007
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
MUTUAL AGREEMENT

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssns010819021

Performance extension

1. The purpose of this modification is to extend the performance period of the above-numbered contract from 21 Jun 08 through 31 Aug 08.
2. Changes to OOTW are highlighted in yellow. The revised schedule reflecting this is provided for your reference.
3. There is no increase in the prices as a result of this change.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED
10-Jun-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The order period end date 31-Aug-2008 has been added.
The order period start date 22-Jun-2008 has been added.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The CLIN extended description has changed from See Exhibit A for a complete listing of all CLINS and SUBCLINS for this CLIN.The period of performance of this contract shall be from 22 Jun 2007 through 21 Dec 2007 with an option to extend the period of performance of services up to a maximum of six months. to See Exhibit A for a complete listing of all CLINS and SUBCLINS for this CLIN.The period of performance of this contract shall be from 22 Jun 2008 through 31 Aug 2008..

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

STATEMENT OF WORK

STATEMENT OF WORK (SOW)

TASKS: The Contractor shall perform the following tasks when ordered by an AGR.

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 1 – Classifications of Navy Ships)

1.1 PRE-ARRIVAL HUSBANDING DUTIES.

1.1.1. The Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The Contractor shall order requested services and supplies.

1.1.3. Pre-arrival CRAFT Cost Estimate - The Contractor shall furnish to each ship and FISC Detachment Singapore Contracting Officer a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship and the Contracting Officer within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship’s arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated “additional” costs.

1.1.4. These estimates shall be provided for all US Navy, Military Sea-lift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the Husbanding Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U. S. Defense Attaché’s Office.

1.1.6. The Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

1.1.7. The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

1.1.8. The Contractor shall assist the ship's Advance Party to include planning and coordination meetings.

1.2. POST-ARRIVAL HUSBANDING DUTIES

The Contractor shall Husband the ship when at the berthing location.

1.2.2. The Contractor shall install all equipment upon ship arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The Contractor shall brief the designated ship representative about Contractor provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. Also, the Contractor will provide their POC information with 24 hour contact phone numbers.

1.2.5. The Contractor shall provide the SUPPO upon ship's arrival a copy of The Schedule and SOW, applicable port tariffs and current prices for frequently ordered services such as laundry services and vehicle rental.

1.2.6. Money Exchange Services:

1.2.6.1. The Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. This Official Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.6.2. The Contractor shall arrange for authorized moneychangers to exchange ship personnel U.S. dollars with local currency. Exchange services onboard ship shall be made available to crewmembers at least two hours daily with buy back service on the day before the ship's departure. The moneychangers may include a nominal commission of no more than plus or minus 1.5% difference from the Official Rate above.

1.2.7. Laundry Services:

1.2.7.1. The Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure.

1.2.7.2. The Contractor shall assist in resolving vendor billing discrepancies.

1.2.8. Interpreter Services:

1.2.8.1. All contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port.

1.2.8.2. The Contractor is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered by the Supply Officer under this contract or any other contract.

1.2.9. Mail Delivery Services: The Contractor shall provide mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

1.2.10. Moral Welfare and Recreation (MWR) Services:

1.2.10.1. The Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) contractor servicing the ship.

1.2.10.2. If an ITT contract has been awarded which covers New Caledonia then the HS Contractor must refer all MWR requests to the authorized ITT contractor. If awarded, the ITT contractor is the U.S. Navy's sole representative for this service. Only MWR may sell, offer, offer to sell, or collect a fee for booking or providing accommodation, tours, travel, recreation or entertainment to the ship's crew. Under no circumstances will the Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

1.2.11. Passing Ship's Orders: The Contractor shall coordinate and pass orders, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts. This service includes all necessary actions to facilitate the acceptance of supplies or services ordered under Government contracts. The HS Contractor shall also arrange for these contractors invoicing and payments by the ship. The HS contractor must have a mutual agreement with the other contractors to perform these services for them. Any disputes or discrepancies arising from the order will be resolved directly between the ship and the other contractor(s) with assistance from the HS Contractor and FISC Detachment Singapore.

1.2.12. Customs & Immigration: The Contractor shall assist ship personnel with immigration and customs requirements into their country. This includes providing Visa and Customs application forms. The Contractor shall contact the FISC Detachment Singapore prior to arrival to ascertain how many personnel will require assistance.

1.2.13. The Contractor shall facilitate the ship's timely departure.

1.2.13.1. The Contractor shall provide a timely cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.13.2. The Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided.

1.2.13.3. The Contractor shall remove all provided equipment.

1.3. ARRANGING SUPPLIES AND SERVICES

When requirements exist for items not priced in the Schedule of Supplies and Services, the Contractor shall assist the Supply Officer of the vessel in obtaining information from, and delivering information to, reliable sources for these items by identifying responsible sources, performing market surveys, providing pricing information from at least three sources whenever feasible, and delivering Government orders. In obtaining or delivering this information, the Contractor shall inform the potential sources that it is solely obtaining and delivering information for the U.S. Navy, and is not entering into any contractual commitment. The information obtained shall be submitted to the ship's Supply Officer and courtesy copy to FISC Detachment Singapore Contracting Officer who shall issue appropriate contractual documents. The Contractor shall deliver to the vendor the Supply Officer's or Contracting Officer's order to purchase the supplies or services. This order shall be in writing (facsimile and electronic transmission included) and signed by the Supply Officer or Contracting Officer specifying the price, item(s), quantity, and delivery requirements of the order. The Contractor shall facilitate receipt of the items by the ship. The Contractor is not required to arrange unofficial requirements or personal requests from individual crewmembers. In certain cases (i.e. Fuel, FF&V, Bread and Eggs) the Contractor shall use the SOWs furnished herein when arranging supplies and services.

In the event the above process cannot be followed by the Supply Officer, the Contractor is still responsible for promoting competition to the maximum extent practicable to obtain supplies and services from the source whose offer is the most advantageous to the Government. In addition, if the supply or service required is greater than $3,000, the Contractor shall provide information on the results of competition conducted by providing: name of the sources contacted, amount of each offer received (indicating the items ordered, quantity, unit price and total price) and rational for decision. This information must be provided to FISC Detachment Singapore Contracting Officer during the ship visit or no later than 7 days after the ship's departure from the visited port. The Contractor's responsibility to promote competition as indicated in this paragraph will be evaluated based on the criteria established in Section B1, Overview, paragraph 15, Standards for Professional Service; sub-paragraph 15.1 and 15.2.

No later than 60 days after contract award, the Contractor is required to submit written policy and procedures on Arranging Supplies and Services (to include purchasing procedures). The Contracting Officer will review the plan for acceptability, and may require revisions to the policy. When the Contracting Officer deems the written policy and procedures acceptable to the Government, the Contracting Officer will approve the plan.

1.4. FRESH FRUITS AND VEGETABLES (FF&V), BREAD, EGGS, AND OTHER SUBSISTENCE ITEMS

1.4.1. When requested by the ship, the Husbanding Contractor shall assist in arranging for the timely provision of FF&V, Bread and Eggs and other subsistence items. FF&V shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using nightsoil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. The Husbanding Services Contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars (Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Any delivery charges shall already been part of the price and should not be shown separately.

1.4.2. In all cases where the total cost of FF&V and subsistence items received by a ship exceeds $10,000.00 for a port visit, the Contractor, in addition to the CRAFT reports, shall submit a report via e-mail to FISC Detachment Singapore within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the Contractor shall provide copies of all quotes obtained.

1.4.3. The Husbanding Contractor is responsible for ensuring that the sources recommended to the ship's SUPPO for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection is provided as Attachment 8.

1.4.4. Husbanding Contractors shall consider this requirement for inspection of sources when recommending or selecting suppliers of subsistence items. Under no circumstances should the Contractor recommend or offer for acceptance subsistence items from non-approved sources.

1.4.5. The Contractor shall comply with the Quality Assurance Provisions as per Attachment 9.

1.5. PRE-SAILING VISIT: The Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor's best estimate and an adjustment will be made later.

1.5.1. The payment will be made by the ship prior to departure from the port. If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Officer, U.S. Navy Region Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in

U.S. dollars through electronic funds transfer or U.S. Treasury check. The Contractor must accept the U.S. Government commercial purchase card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPC is the MasterCard. If a ship uses a U.S. Government credit card, the ship shall reimburse the Contractor any surcharge imposed by the financial institution processing the credit card transaction. The applicable credit card surcharge cannot exceed three (3) percent. Upon award of contract, the Contractor shall provide evidence furnished by the Financial Institution of the credit card surcharge.

1.5.2. The Contractor shall also provide any invoices for port tariff items which have been completed for certification by the ship's Supply Officer.

1.5.3. Copies of all invoices presented to the ship shall be provided to FISC Detachment Singapore Contracting Officer within 5 working days from the departure of the visiting vessel.

1.5.4. The Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for this information shall be the Command Duty Officer, Supply Officer, or his designated representative.

2. OPERATIONS OTHER THAN WAR (OOTW) AND EXERCISE/ LOGISTIC SUPPORT FEES (LOT 2) (CLIN XX36)

2.1. Operations Other Than War (OOTW), sometimes referred to as “contingencies”, are defined as emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. In addition to rescue and humanitarian relief missions, military contingencies can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property; training efforts and exercises in preparation for actual contingencies shall also be included.

2.2. An exercise is defined as a prearranged, preplanned evolution being conducted between the U. S. Government and a foreign nation for Humanitarian, training, or other purpose of a specified duration. The name of the event will generally, but may not always, include the word “exercise.”

2.3. Logistic Support is defined as goods and services provided in a background framework to an operation or an exercise. Logistics Support can take place in the immediate vicinity of the operation/exercise or a great distance away.

2.4. An operation can be further defined as an unplanned, real world deployment of troops for an indefinite period of time. It can include Non-combatant Evacuation Operations (NEO’s).

2.5. The Navy's Husbanding Contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a country wide network familiar with the different political and commercial infrastructures, as well as cultural and language nuances where the OOTW and/or Exercise/ Logistic Support is conducted to ensure timely fulfillment of the Navy's requirements. In addition to the above, the Contractor shall furnish personnel with the following qualifications:

2.5.1. ability to speak the local language in the country of the OOTW and/or Exercise/ Logistic Support
2.5.2. capacity to travel to the OOTW or forward logistic site within 24 hours of notification
2.5.3. current innoculation records
2.5.4. possess a valid up-to-date passport.

2.6. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours a day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. The Contractor or his representative shall assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The Contractor shall ensure sufficient personnel are available at each support location to effectively perform all necessary tasks that the OOTW and/or Exercise/ Logistic Support is being conducted. If there are multiple operations at same time, or a single operation at multiple

locations, the Contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

2.7. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the Contractor's Husbanding fees and CLINS shall apply.

2.8. A sample of the potential list of OOTW and/or Exercise/ Logistic Support supplies and services is provided for contractor reference in Exhibit C. The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the Husbanding Contractor shall make every effort to locate at least three sources.

3. BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The Contractor shall place additional fenders between the breasting barge and the ship when requested.

3.3. The Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. BROW (CLIN XX04)

4.1. The Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not damage the surface of the pier.

4.2. Due to the dramatic height difference between the submarine deck and pier, the Contractor provided submarine brow must afford personnel a smooth and safe transit when entering or exiting thesubmarine deck. Also, the submarine brow must be capable of supporting shorepower cables without damaging the cable.

5. RESERVED - CAMELS (CLIN XX05) - The Contractor shall provide camels as fenders for the ship.

6. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX06)

6.1. The Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

6.2. The Contractor shall pump sewage from the ship to contractor-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

6.3. The Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

6.4. The Contractor shall provide CHT hoses of sufficient length from contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6.5. When collection of CHT is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship.

6.6. The Contractor shall properly dispose of all sewage in accordance with Section B1 - OVERVIEW of the contract section, paragraph 15, Standards for Professional Services.

6.7. The Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements.

7. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX07)

7.1. RESERVED - The Contractor shall arrange for landlines to be installed aboard the ship.

7.2. The Contractor shall provide fully charged, mobile hand phones with chargers capable of using dual voltage. Each mobile phone provided shall include a spare battery and an operating manual/instruction with published rates for usage.

7.3. The Contractor shall provide activation, auto roaming, long distance accounts, and airtime for land and mobile hand phones.

7.4. The Contractor shall provide commercial telephone booth and sale of phone cards for personal use by crewmembers.

7.5. The Contractor shall provide pre-paid International Calling Cards for official use.

8. CRANE (CLIN XX08) - The Contractor shall provide cranes with operators, required assistant personnel (minimum two assistants), and support equipment such as slings, lifting bars, and nets. When ordered, the Contractor is required to provide mobile crane services (shore crane and floating crane) with operator. The Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

9. DOCKAGE AND WHARFAGE (CLIN XX09) - The Contractor shall provide pier and wharf usage.

10. FENDERS (CLIN XX10) - The Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

11. FLEET LANDING (CLIN XX11) - The Contractor shall provide a Fleet Landing site at designated piers. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct Force Protection (FP) operations. The Contractor shall ensure that this area is kept clean during the ship visit in port.

12. FORCE PROTECTION (CLIN XX12)

12.1. General (CLINs XX01 & XX02): The Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The Contractor must develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The Contractor must coordinate all aspects of FP planning and services with Port Authorities, HN agencies, and U.S. Embassy security staff. If the HN is supplying FP assets the Contractor must verify they are available and are scheduled to show up on time. The Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

12.1.1. Access Points: The Contractor shall establish a single entry and exit point to the pier area.

12.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

12.1.3. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

12.1.3.1. Background Checks. The Contractor shall run security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees who fail this background investigation.

12.1.3.2. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

12.1.3.3. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

12.1.4. Access Lists: The Contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

12.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

12.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

12.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

12.1.5. Inspections. The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

12.1.6. Stand-Off Distances:

12.1.6.1. Objects: The Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.1.6.2. Unloading Zones: The Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship or to the maximum extent practicable.

12.1.7. Warning Signs: The Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

12.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. A clear warning must be given that the use of deadly force may be authorized by the local security guards or police force.

12.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area & Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering

- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

12.2. Non-Contract FP Measures: The Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Detachment Singapore Contracting Officer. The Contractor must explain what the FP service will entail and why it is being required. The Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the Contractor will be either authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

12.3. Beach Guard Office or Tent (CLIN XX12AA)

12.3.1. The Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ships personnel while performing security checks on personnel, baggage, and vehicles.

12.3.2. The office or tent will be large enough to accommodate a minimum of five (5) people. Tents will have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The Contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 LB, CO_2 fire extinguisher will be provided and kept fully charged.

12.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

12.4. Dive and Vetting Operations (CLIN XX12AB)

12.4.1. The Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

12.4.2. The pier will be vetted prior to the ships arrival.

12.4.3. The Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

12.4.5. The Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

12.5. RESERVED - Floating Line of Demarcation (CLINs XX12AC through XX12AE)

12.5.1. The Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. Rather it is to help identify a safe standoff zone.

12.5.2. The Contractor shall comply with the specification of the FLD in Attachment 3.

12.6. Perimeter Fencing (CLIN XX12AF)

12.6.1. The Contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the Contractor will provide portable chain link fencing with vehicle and walk up entrances.

12.6.2. The perimeter fence provided by the Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved Entry Point: Entry available for vehicles and personnel.

12.7. Physical Security Barriers (CLIN XX12AG through XX12AK)

12.7.1. The Contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

12.7.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used. As well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

12.7.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zig zag patterns to control the speed of access.

12.7.4. A personnel entry point must be established through the barriers.

12.7.5. Barriers may also be used to seal off secondary Port gates.

12.7.6. All barriers must be placed prior to a ship's arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

12.8. Picket Boats (CLIN XX12AL & XX12AM)

12.8.1. The Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

12.8.2. The Contractor shall comply with Attachment 4 for picket boat operations and specifications.

12.9. Portable Latrine (CLIN XX12AN)

12.9.1. The Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

12.9.2. The Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

12.9.3. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

12.9.4. The Contractor shall clean latrines twice daily.

12.10. Portable Lighting (CLIN XX12AP)

12.10.1. The Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Ports installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship.

12.10.2. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

12.11. Security Guards Services (CLINs XX12AQ through XX12AS)

12.11.1. The Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

12.11.2. The Contractor shall comply with Attachment 5 for security guard operations.

12.11.3. All security guards shall be armed.

12.12. Two Way Radios (CLIN XX12AT) - The Contractor shall provide two way radio sets capable of communicating with the ship, picket boats and to the shore patrol designated individuals.

12.13. RESERVED - Hand Held Explosive Detectors (CLIN XX12AU) - The Contractor shall provide hand held explosive detectors capable of detecting explosives.

12.14 RESERVED - Hand Hand Held Wand Metal Detectors (CLIN XX12AV) - The Contractor shall provide hand held metal detectors capable of detecting metal.

12.15. RESERVED - Hand Walk Thru X-Ray Machine (CLIN XX12AX) & Metal Detector (CLIN XX12AW) – The Contractor shall provide walk thru X-ray Machine & metal detector capable of X-raying hand carried luggage and bags to determine its contents, and also capable of detecting metal. Equipment shall be manned by professionally trained operator to operate the equipment 24 hours a day.

12.15. RESERVED - Hand Under Carriage Vehicle Scanner (CLIN XX12AY) - The Contractor shall provide under carriage vehicle scanner to scan vehicle undercarriages.

13. FORKLIFT WITH OPERATOR (CLIN XX13) - The Contractor shall provide forklifts with operators for loading and unloading operations.

14. FUEL (CLIN XX14)

14.1. Normally, fuel is provided by the HN or by other U.S. Navy bunkering contracts. However, if those sources are not available, then the HS Contractor may be required to assist in obtaining the fuel. In that case, the Husbanding Contractor must comply with this paragraph and must ensure the attached specifications are met by the fuel provider.

14.2. If a ship requires the Husbanding Contractor to provide fuel, the Husbanding Contractor shall contact the bunkering contractor or HN source. If the HN or bunkering contractor can provide the fuel within the time needed, the Husbanding Contractor shall so inform the ship. However, if the HN or US Government bunkering contractor cannot deliver the fuel when required by the ship, the Contractor shall so inform the SUPPO or FISC Detachment Singapore and request approval to proceed. Only after this is done, may the Contractor arrange for fuel delivery.

14.3. The Contractor shall only charge fuel at the daily commercial fuel rate established by theh port or local authorities. The Contractor shall provide documentation of the daily rate to the SUPPO. The fuel price charged

shall be free on board the ship whether at pier side or at anchor. Compensation for all husbanding efforts or costs associated with assisting in the acquisition and delivery of fuel (for instance, dealing with customs authorities) are included in, and otherwise covered by, the daily fixed husbanding services rates set out in the Schedule of Supplies/Services of this contract.

14.4. The Contractor shall provide fuel in accordance with Attachment 6 – Fuel Specifications.

14.5. The Contractor shall provide a fuel barge or truck to transport fuel to the ship.

14.6. The Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

14.7. The Contractor shall load the ordered fuel and transport to the ship. The Contractor shall transfer the fuel from the fuel barge or truck to the ship. The Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

14.8. The Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

15. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX15)

15.1. The Contractor shall remove and dispose of garbage and trash from the ship.

15.2. The Contractor shall provide dedicated refuse bins to the ship.

15.3. If collection is done by sea, the Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship.

15.4. The Contractor shall collect all loose refuse placed adjacent to refuse bins.

15.5. The Contractor shall immediately clean up any spilled refuse.

15.6. The Contractor shall properly dispose of all collected refuse.

16. RESERVED - LINESBOATS (CLIN XX16) - The Contractor shall provide Linesboats to assist in docking line handling operations.

17. LINE HANDLERS (CLIN XX17)

17.1. The Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier.

17.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

18. RESERVED - MANLIFT (WITH OPERATOR) (CLIN XX18)

18.1. The Contractor shall provide a manlift with operator and a full fuel tank.

18.2. The Contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning.

18.3. The Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The Contractor shall maintain documentation of ship personnel acknowledgement of the training.

19. MATERIAL HANDLING (CLIN XX19)

19.1. The Contractor shall provide material handling services for the ship. They will receive material shipped to them to include clearing customs, store the items, report the status of the items, deliver to the ship, and forward the items if unable to deliver.

19.1.1. The Contractor shall use counter-to-counter delivery and charge by each Bill of Lading.

19.1.2. All material shipped shall be labeled "SHIP'S SPARE IN TRANSIT"

19.1.3. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

19.1.4. Shipping documents shall be labeled 'SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the Contractor.

19.2. The Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel.

19.3. The Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

19.4. The Contractor shall use forklifts and cranes from The Schedule.

19.5. The Contractor shall receive the package from the carrier and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

19.6. The Contractor shall deliver the package to the shp after arrival in port or the following morning.

19.7. The Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative or FISC Detachment Singapore.

19.8. The Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship.

19.9. The Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

20. RESERVED - MISCELLANEOUS

21. RESERVED - OIL BOOMS (CLIN XX21)

21.1. The Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water.

21.2. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

21.3. The Contractor shall dispose all oil waste caught in the Oil Boom.

22. OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX22)

22.1. The Contractor shall remove oily waste and aggregate water from the ship.

22.2. The Contractor shall pump oily waste and aggregate water from the ship to Contractor provided equipment.

22.3. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed.

22.4. The Contractor shall provide hoses of sufficient length from contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

22.5. When removal is done via barge, the Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship.

22.6. The Contractor shall properly dispose of all oily waste and aggregate water.

22.7. The Contractor shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements.

23. RESERVED - PAINT FLOAT (CLIN XX23)

23.1. The Contractor shall provide paint floats to hold personnel painting the ship.

23.2. The paint float deck shall be between two (2) to three (3) meters above the waterline and the scaffolding shall be no higher than 3.5 meters from the deck.

23.3. The ship is responsible to secure the paint float to the ship if rented for more than one day.

24. PILOTS (CLIN XX24) - The Contractor shall provide qualified pilots to navigate the ship to and from the berthing locations.

25. POTABLE WATER (CLIN XX25) - The Contractor shall deliver fresh, potable water to the requesting ship in accordance with the current World Health Organization (WHO) Guidelines for drinking-water quality, located at http://www.who.int/water_sanitation_health/dwq/gdwq3rev/en/index.html, to the intake hose of the requesting ship suitable for showering, cooking and cleaning. Water availability shall be in accordance with the delivery schedule specified by the SUPPO. The ship shall test and determine acceptability of the water delivered.

26. PRATIQUE (CLIN XX26) - The Contractor shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

27. RESERVED - REEFER CONTAINER (CLIN XX27)

27.1. The Contractor shall provide reefer containers with power source for refrigerated storage.

27.2. The Contractor shall provide diesel generators with fuel and properly sized to operate reefers continuously. Generators shall emit sound levels of less than 84 decibels.

27.3. The Contractor shall make all power connections between the generator and reefer.

27.4. The Contractor shall operate the reefer at the temperature specified by the ship.

28. RESERVED - SHORE POWER (CLIN XX28)

29. RESERVED – SHORE STEAM (CLIN XX29)

30. STEVEDORE SERVICES (CLIN XX30) - The Contractor shall provide stevedores and supervisors for general labor.

31. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX31)

31.1. The Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

31.2. The Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

32. TRANSPORTATION VEHICLES (CLIN XX32)

32.1. The Contractor shall provide vehicle service with qualified drivers for official government business.

32.2. The Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

32.3. The Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

32.4. The Contractor shall provide drivers who can speak and understand English clearly.

32.5. The Contractor shall provide only vehicles with air conditioning.

32.6. The Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

32.7. The Contractor shall return all items left in rental vehicles to the ship's SUPPO or to FISC Detachment Singapore if the ship has departed.

32.8. The Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

33. TUGS (CLIN XX33)

33.1. The Contractor shall provide tugs to bring ships to and from berthing locations.

33.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

33.3. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

33.4. If tugs are not available through the port authority, the Contractor shall use commercially available tugs.

34. WATER TAXIS (CLIN XX34)

34.1. The Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 7 – Water Taxi Specifications.

34.2. The Contractor shall return all items left in water taxis to the ship's SUPPO or FISC Detachment Singapore.

34.3. The Contractor shall obtain written acknowledgement of water taxi service by the ship’s duty officer onboard. Logs shall be used to document arrival and departure times.

35. CRAFT REPORT (CLIN XX35)

35.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit D - CRAFT.

35.2. The report shall be submitted to FISC Detachment Singapore Contracting Officer or FISC Detachment Singapore within seven (7) working days of each ship's departure.

36. OPERATIONS OTHER THAN WAR (OOTW)/CONTINGENCY OPERATIONS AND DISASTER RELIEF FEES (CLIN XX36) See paragraph 2 above also.

36.1. OOTW refers to a "Contingency operation" as that term is defined in FAR 2.101. In addition, for purposes of this contract, it refers to rescue and humanitarian relief missions, Non-combatant Evacuation Operations (NEO's), or an unplanned, real world deployment of troops for an indefinite period of time. The provisions of FAR Part 18, Emergency Acquisitions (effective 5 Jul 2006), apply in full to the OOTW requirements of this contract.

36.2. Logistics Support is defined as goods and services provided in a background framework to an operation. Logistics Support can take place in the immediate vicinity of the operation or a great distance away.

36.3. The Contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a network familiar with the local political and commercial infrastructures, cultural and lingual background, and business practice. In order to assist the Navy's response to OOTW, the Contractor shall furnish personnel with the following qualifications:

36.3.1. Ability to speak the local language where OOTW is being conducted.
36.3.2. Capacity to travel to the OOTW or forward logistic site within 24 hours of notification.
36.3.3. Current inoculation records.
36.3.4. Possess a valid up-to-date passport.

36.4. The Contractor POC, or his or her representative, shall be available (either in person or by telephone) 24 hours a day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. The Contractor shall assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The Contractor shall ensure that sufficient personnel are available at each support location to effectively perform all necessary tasks. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

36.5. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the contractor's Husbanding fees and CLINS shall apply.

36.6. If an advance party arrives in a country for OOTW, the Contractor shall bill at the OOTW subsequent day rate. If the operation is on going, the Contractor shall bill the OOTW first day rate and then subsequent days. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the Contractor's services are ordered.

36.7. Regardless of location, OOTW support requests for other than the basic service under this CLIN for operations not associated with ships are exempt from the requirements portion of the contract.

36.8. A sample of the potential list of OOTW and/or Exercise/ Logistic Support supplies and services is provided for Contractor reference in Exhibit C. The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the husbanding Contractor shall make every effort to locate at least three sources and shall provide a copy of all documents to the Contracting Officer. In very unique time sensitive situations, the Contractor may be tasked to

source and provide a large variety of supplies and services on a very compressed delivery schedule in support of large scale operations like NEOs, etc or other real world events. In these unique situations, the requirement to document market research and source selections for supplies/services over $3000 is still mandatory.

36.9. An exercise is defined as a prearranged, preplanned evolution being conducted between the Government and a foreign nation for training or other purpose of a specified duration. The name of the event will generally, but may not always, include the word "exercise". It includes training efforts and exercise-like activity in preparation for actual contingencies.

36.10. The Contractor shall provide exercise and logistics support in the same manner as is provided for OOTW support.

36.11. Disaster Relief is defined as emergency operations or preparedness to support civil society to cope with natural or man-made disasters. Disaster relief is concerned with recovery efforts.

36.12. The Contractor shall provide disaster relief support in the same manner as is provided for OOTW support.

37. OOTW COST REPORT (CLIN XX37)

35.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for OOTW or each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The sample report format is provided in Exhibit D – CRAFT.

35.3. The report shall be submitted to FISC Detachment Singapore Contracting Officer or FISC Detachment Singapore within seven (7) working days of each ship's departure.

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-DEC-2007 TO 21-JUN-2008	N/A	SEE SCHEDULE . SEE SCHEDULE SEE SCHEDULE AP 96534 FOB: Destination	A00000

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-JUN-2008 TO 31-AUG-2008	N/A	SEE SCHEDULE . SEE SCHEDULE SEE SCHEDULE AP 96534 FOB: Destination	A00000

SECTION I - CONTRACT CLAUSES

The following have been modified:

52.216-21 Requirements. (OCT 1995) -- ALTERNATE I (APR 1984)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 Sep 2008.

(End of clause)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	05-Dec-2007	N4034507RCSG0025	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-07-D-0005
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 22-Jun-2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-8, Option to entend performance

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssns01084928

Extension of contract performance.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY (b)(6), (b)(7)(C) (Signature of Contracting Officer)	05-Dec-2007

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

00456

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule for CLIN 0001 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-DEC-2007 TO 21-JUN-2008	N/A	SEE SCHEDULE . SEE SCHEDULE SEE SCHEDULE AP 96534 FOB: Destination	A00000

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.216-21 Alt I Requirements (Oct 1995) - Alternate I APR 1984

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: N4034507RCSG0030

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-07-D-0004	07-Jun-2007		N40345-07-T-0032	25-May-2007

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)* 8. OFFER DUE DATE/LOCAL TIME 10:30 AM 04 Jun 2007

9. ISSUED BY CODE N40345

U.S. FLEET AND INDUSTRIAL SUPPLY CENTER
DET SINGAPORE
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SMALL BUSINESS
  - [ ] HUBZONE SMALL BUSINESS
  - [ ] 8(A)

NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [X] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING 12

14. METHOD OF SOLICITATION
- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE LTD
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163

FACILITY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE ORDERS

SEE INDIVIDUAL DELIVERY/TASK ORDERS
AS SPECIFIED

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED
- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$63,790.49 EST

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE HS Tonga
- [X] OFFER DATED 04-Jun-2007 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED 07-Jun-2007

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) Contracting Officer

TEL (b)(6), (b)(7)(C)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section B - Supplies or Services and Prices

OVERVIEW
SECTION B1 – CONTINUATION

OVERVIEW OF CONTRACT

1. OBJECTIVE - The objective of this contract is to obtain husbanding services for U.S. Navy Ships visiting the ports in Tonga.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) at any berthing or anchoring location in Nuku'alofa and all port in Tonga. It is to provide services and supplies requested by the ships while in port.

2.2. This contract also includes logistic support services and supplies for Operations Other Than War (OOTW) required by other U.S. Government organizations or agencies. Examples include U.S. Marine Corps, U.S. Army, U.S. Air Force, Military Sealift Command (MSC), Naval Fleet Auxiliary Force (NFAF) ships, U.S. Coast Guard, etc.

2.3. The contract may be subdivided into Lots. Lots may be for individual Ports or they may include several Ports under one Lot. For this contract, Lot 1 covers Nuku'alofa, Lot 2 All Other Ports and Lot 3 Operations Other Than War (OOTW).

2.4. The individual HS items provided under this contract are listed in Exhibit A, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).

2.5. There is also a requirement to assist the ship in obtaining unforeseen additional items relating to husbanding of the ship in port.

2.6. The holder of this contract is a US Navy contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price Requirements contract. The Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services.

4. DURATION OF CONTRACT - This contract is for six (6) months, commencing 8 Jun 2007 through 7 Dec 2007. Additionally, the contract will include FAR52.217-8 OPTION TO EXTEND SERVICES clause. The possible contract duration is twelve (12) months if the six (6) month extension of services is exercised under FAR 52.217-8.

5. CONTRACT USERS

5.1. Mandatory Users - U.S. Navy ships visiting locations covered under this contract are required to use this contract if HSs are requested (with the exceptions noted below). Ship classifications are listed in Attachment 1.

5.2. Optional Users - The following types of U.S. ships are not required to use this contract but may use it if desired. The Contractor is obligated to provide the service or supply at the same rates listed in The Schedule:

- Military Sealift Command Ships (USNS)
- U.S. Coast Guard (USCG) Ships
- U.S. Army Ships
- U.S. Government personnel conducting business in locations under this contract.
- Department of Defense (DoD) Chartered Ship: These ships usually have their own appointed agent.

However, users of this contract are obligated to order the required services listed in the Schedule of Supplies and Services including any Force Protection. Services ordered are "all or none".

5.3. Exceptions: The Government has the choice to use or not use this contract under the following types of situations:

- During U.S. Military Exercises or Operations.
- When Host Nation provided support is available.
- When U.S. Government owned supplies or services are available.
- When ship repair work is being done in conjunction with the Port Visit.
- Ships operating outside the Command and control of the 7th Fleet, or other U.S. Navy Fleets.
- Whenever a fixed price product or service listed in this contract is available at a lower price under a port tariff.

6. MULTIPLE SHIP VISITS - The contractor is required to be able to simultaneously Husband a maximum of four (4) ships at one time.

7. ESTIMATED QUANTITIES - The number of ship visits and required services or supplies are only estimates. There is no guarantee that the government will meet or exceed the estimates. The ship is not obligated to use all items in The Schedule.

8. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities, or finally provide it themselves to include subcontractors. The Schedule lists what items are available through HN and Port Authorities.

9. MARK V HIGH-SPEED-INTERCEPTOR-CRAFT (HSIC) - Mark V (HSIC) Special Operations Craft may be in port or in the direct vicinity for up to 90 days conducting operations. The Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and Management fees will be based on the total fee for the pair of boats. Attachment 1 provides details.

10. LONG TERM SHIP VISITS –

10.1. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit. During the period of reduction, the Contractor is relieved of all husbanding requirements specified by the Contracting Officer, Ordering Officer and / or AGR as unnecessary; and shall continue to provide only those services specifically authorized by the Contracting / Ordering Officer via verbal and /or written modification of the delivery order (CHT, trash removal, potable water etc).

10.2. Unique/Particular Situations:

10.2.1. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within three (3) days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back before Tuesday, it will be charged subsequent day fees. If the ship comes back on Tuesday, it will be charged the first day rate).

10.2.2. If a ship comes into port and does not notify the Contractor or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days, subject to the conditions in paragraph 10.2.1. above.

10.3. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong, China SAR and Singapore.

11. SHIPYARDS - U.S. Navy Ships in shipyards may order off of this contract without incurring Management Fees.

12. OTHER PERSONNEL - Other U.S. personnel conducting business at locations covered by this contract may order off of the contract without incurring Management Fees. These orders do not involve continuous management of husbanding services and maybe for items such as vehicles, phones or other services.

13. ORDERING

13.1. Ordering Items on Contract: Only Authorized Government Representatives (AGR) can place orders against this contract. AGRs for this contract are:

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any FISC Detachment Singapore warranted KO or their authorized representative.

13.2. Short Notice Orders: Occasionally, there may be short notice orders of less than 48 hours, which the Contractor should support if possible. If the Contractor cannot support these requirements, then the AGR may solicit them from other companies.

13.3. Substitutions: Substitution of ordered CLIN shall not be allowed unless authorized and accepted in writing by the AGR and requiring activity. If accepted by the AGR or requiring vessel, substituted CLINs shall only be charged at the rate of the originally ordered CLIN. An example would be if a 20 pax bus was ordered, but was not available and substituted with two 10 pax vans. The Contractor will only be able to charge for one 20 pax bus, not two 10 pax vans. If the requiring activity and AGR agree to rates of the substituted CLINs, then it is not considered to be substitution but a change to the requirement.

13.4. Cancellation of Orders:

13.4.1. Unless otherwise provided herein, in the event an order is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled “Termination for the Government’s Convenience (FAR 52.212-4)”, of the clause entitled “CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS” as negotiated. Any disagreements shall be subject to the Disputes clause in the contract.

13.4.2. In rare cases, when ordering of items requires long lead times, the Government may negotiate cost reimbursement under the Termination for the Government’s Convenience clause as stated above.

13.4.3. In all cases, the Contractor is responsible for taking all necessary steps to mitigate any damages or termination costs on behalf of the U.S. Government.

14. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English. All electronic communication between visiting vessels and contractor shall be copied to FISC Detachment Singapore Contracting Officer and Logistic Support Representative. This is to ensure oversight and assistance to either party as required.

15. STANDARDS FOR PROFESSIONAL SERVICES

15.1. The Contractor shall bring to the Navy the highest level of commitment to customer satisfaction including the timely delivery of goods and services at fair and reasonable prices to ships making port visits; continuous oversight of costs and performance throughout the areas covered by this contract; and, meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. To this end, the Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning cost and performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Services Officers and the U.S. Government.

15.2. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

15.3. The Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

15.4. The Contractor is responsible for ensuring that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

15.5. The Contractor will ensure that subcontractors comply with these requirements.

16. HEIGHTENED VIGILANCE

16.1. The Contractor has an obligation to be alert at all times in order to contribute to the protection of the ship and its crew. The Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The Contractor also has an obligation to report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

16.2. The Contractor will fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the Contractor will identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The Contractor will arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

17. EQUIPMENT - All vehicles, watercraft, and equipment provided must be in sound mechanical condition, be in compliance with local laws and specifications, meet all local safety standards, and have all required current certifications and insurance.

18. GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM) – In the event that the contractor is required to use government equipment, the Contractor shall be responsible for all loss or damage to, or the destruction of, Government property in its possession. The Contractor shall not be responsible for damage due solely to normal wear and tear.

19. CONTRACT PRICING

19.1. Contract Currency - All contract prices are in U.S. Dollars (US$).

19.2. Fixed Price - Prices are firm-fixed-price per unit and are inclusive of ALL costs.

19.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor perform during normal working hours, overtime for work performed outside normal working hours, weekend hours, holidays, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit. The Contractor shall only charge for actual usage while the vessel is in port.

19.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

19.2.3. Pre-Positioning / Pre-Staging - All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

19.2.4. Repositioning equipment. All repositioning of equipment when required shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

19.2.5. All local Government taxes are included in the unit cost.

19.3. Port Tariff (PT) or other controlled prices - (See Exhibit B - Port Tariffs). Items listed as PT where a port or local government type organization controls the price will be paid at the current published rates. For example, if a port provides the Tug boat then the Contractor can only charge the U.S. Government what was charged for the Tug by the port.

19.4. Time Calculations - Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged.

19.5. Demurrage - Demurrage charges shall only be charged if the Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but was not attended to until 1500 hrs when pumping begins. The contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs). Demurrage charges will be charged as stated in the schedule of supplies and services. This only applies to CLINs that have demurrage charges as sub-CLINs.

20. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

CHT	Collection, Holding Transfer Sewage Removal and Disposal
CU M	Cubic Meter
DAO	Defense Attaché Officer
DY	Day
EA	Each
GL	Gallon (3.785 Liters)
HR	Hour
IDD	International Direct Dialing
JB	Job

LO	Lot
M	Meter
MIN	Minimum
NSP	Not Separately Priced
OOTW	Operations Other Than War
PAX	Passenger
PK	Package
PT	Port Tariff
QTY	Quantity
TP	Trip

21. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any supply or service.

- CAMELS: See Fenders

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the year of the contract. The base year is zero (0), the first Option Year is one (1), and the second Option Year is two (2). (For example a base year would be 0XXX, and the first Option Year is 1XXX, and the second Option Year is 2XXX.) The second digit indicates the Lot number. (For example Lot 1 would be X1XX, Lot II would be X2XX) If there are no Lots in the contract then the second digit will be zero. (For example X0XX) The third and fourth digits are the service or supply item number. (For example XX01 is the first item, XX02 is the second item, and so forth.) If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX12 for Force Protection could be divided into XX12AA for Beach Guard Office and XX12AB Dive and Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: A calendar day.

- Delivery Order (D.O.): A delivery order is an order for supplies placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge. Commercial or commonly used self-fendering devices normally consist of car and/or truck tires. These may not be sufficient for U.S. Navy purposes. The Contractor is to inform visiting vessel/s of this fact so that additional Yokohama type pneumatic fenders may be ordered when and if required.

- FORCE PROTECTION (FP). Security measures to protect a ship and their crew from dangerous situations such as terrorist actions. FP includes taking as many steps as possible to deter an attack. The HS contractor is responsible for contract FP items.

- GARBAGE: See Attachment 2 – Refuse Definitions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL (GFE/GFM): Items fully transferred to the Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Host Nation Government tax is a levy on goods and services made in the local country. The tax rate will vary from with the location. The U.S. Government is usually exempt from host nation Government Taxes.

- HOST NATION (HN): The country, which is being visited by the U.S. ship.

- HUSBAND: To provide all supplies and services requested by a ship during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other contractors work with the ship, assisting with Non-Contract item requests, and generally taking care of all the needs of the ship and personnel on board. It should utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION (MOB & DEMOB):

  - Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

  - Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPARATELY PRICED (NSP): Item that is not separately priced. The CLIN for CRAFT should be factored into the Management Fee. The NSP CLIN is used to administratively order any unpriced items in accordance with the pricing rationale in paragraph refer to Section C (SOW), Arranging Supply and Services.

- POINT OF CONTACT (POC): A designated individual who is responsible for an item and is a single interface. The individual must be knowledgeable of the item and be able to answer questions and make decisions or obtain a decision when required.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples are pilot services, tugs, picket boats, security guards, and potable water. The Contractor has no control over the price and the ship will pay the prevailing rate at the time of service.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- RESERVED: An item not used in this contract. A "Reserved" item is an item that can be ordered when required but currently not available.

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and is authorized to sign contracts and place orders.

- TRASH: See Attachment 2 – Refuse Definitions.

22. CONTRACTOR REPRESENTATIVE – The Government shall contact the following Contractor person(s) for prompt contract management:

Name of Individual:	LEONARD G. FRANCIS	(b)(6), (b)(7)(C)
Title of Individual:	MANAGING DIRECTOR	
Mailing Address:	15D PANDAN ROAD SINGAPORE 609266	15D PANDAN ROAD SINGAPORE 609266
Tel No. (Work):	(65) 62727937	(b)(6), (b)(7)(C)
Fax No. (Work)	(65) 62707240	
Mobile No:	(65) 9798-3155	
E-mail addresses:	Leonard@glennmarinegroup.com glenncom@glennmarinegroup.com	(b)(6), (b)(7)(C)@glennmarinegroup.com glenncom@glennmarinegroup.com

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001		1	Lot	$63,790.49	$63,790.49 EST

Husbanding Services-Tonga
FFP
See Exhibit A for a complete listing of all CLINS and SUBCLINS for this CLIN.
The period of performance of this contract is for six months from 8 Jun 2007 through 7 Dec 2007.
FOB: Destination
PURCHASE REQUEST NUMBER: N4034507RCSG0030

ESTIMATED NET AMT	$63,790.49 (EST.)
ACRN AA CIN: N4034507RCSG00300001	$63,790.49

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
9000					
	Exhibit A - ELIN's FFP FOB: Destination PURCHASE REQUEST NUMBER: N4034507RCSG0030				
				ESTIMATED NET AMT	$0.00

Section C - Descriptions and Specifications

STATEMENT OF WORK
STATEMENT OF WORK (SOW)

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 1 – Classifications of Navy Ships)

1.1 PRE-ARRIVAL HUSBANDING DUTIES.

1.1.1. The Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The Contractor shall order requested services and supplies.

1.1.3. Pre-arrival CRAFT Cost Estimate - The Contractor shall furnish to each ship and FISC Detachment Singapore Contracting Officer a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship and the Contracting Officer within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship's arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs.

1.1.4. These estimates shall be provided for all US Navy, Military Sea-lift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the Husbanding Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U. S. Defense Attaché's Office.

1.1.6. The Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

1.1.7. The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

1.1.8. The Contractor shall assist the ship's Advance Party to include planning and coordination meetings.

1.2. POST-ARRIVAL HUSBANDING DUTIES

The Contractor shall Husband the ship when at the berthing location.

1.2.2. The Contractor shall install all equipment upon ship arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The Contractor shall brief the designated ship representative about Contractor provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. Also, the Contractor will provide their POC information with 24 hour contact phone numbers.

1.2.5. The Contractor shall provide the SUPPO upon ship's arrival a copy of The Schedule and SOW, applicable port tariffs and current prices for frequently ordered services such as laundry services and vehicle rental.

1.2.6. Money Exchange Services:

1.2.6.1. The Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. This Official Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.6.2. The Contractor shall arrange for authorized moneychangers to exchange ship personnel U.S. dollars with local currency. Exchange services onboard ship shall be made available to crewmembers at least two hours daily with buy back service on the day before the ship's departure. The moneychangers may include a nominal commission of no more than plus or minus 1.5% difference from the Official Rate above.

1.2.7. Laundry Services:

1.2.7.1. The Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure.

1.2.7.2. The Contractor shall assist in resolving vendor billing discrepancies.

1.2.8. Interpreter Services:

1.2.8.1. All contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port.

1.2.8.2. The Contractor is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered by the Supply Officer under this contract or any other contract.

1.2.9. Mail Delivery Services: The Contractor shall provide mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

1.2.10. Moral Welfare and Recreation (MWR) Services:

1.2.10.1. The Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) contractor servicing the ship.

1.2.10.2. If an ITT contract has been awarded which covers Tonga then the HS Contractor must refer all MWR requests to the authorized ITT contractor. If awarded, the ITT contractor is the U.S. Navy's sole representative for this service. Only MWR may sell, offer, offer to sell, or collect a fee for booking or providing accommodation, tours, travel, recreation or entertainment to the ship's crew. Under no circumstances will the Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

1.2.11. Passing Ship's Orders: The Contractor shall coordinate and pass orders, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts. This service includes all necessary actions to facilitate the acceptance of supplies or services ordered under Government contracts. The HS Contractor shall also arrange for these contractors invoicing and payments by the ship. The HS contractor must have a mutual agreement with the other contractors to perform these services for them. Any disputes or discrepancies arising from the order will be resolved directly between the ship and the other contractor(s) with assistance from the HS Contractor and FISC Detachment Singapore.

1.2.12. Customs & Immigration: The Contractor shall assist ship personnel with immigration and customs requirements into their country. This includes providing Visa and Customs application forms. The Contractor shall contact the FISC Detachment Singapore prior to arrival to ascertain how many personnel will require assistance.

1.2.13. The Contractor shall facilitate the ship's timely departure.

1.2.13.1. The Contractor shall provide a timely cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.13.2. The Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided.

1.2.13.3. The Contractor shall remove all provided equipment.

1.3. ARRANGING SUPPLIES AND SERVICES

When requirements exist for items not priced in the Schedule of Supplies and Services, the Contractor shall assist the Supply Officer of the vessel in obtaining information from, and delivering information to, reliable sources for these items by identifying responsible sources, performing market surveys, providing pricing information from at least three sources whenever feasible, and delivering Government orders. In obtaining or delivering this information, the Contractor shall inform the potential sources that it is solely obtaining and delivering information for the U.S. Navy, and is not entering into any contractual commitment. The information obtained shall be submitted to the ship's Supply Officer and courtesy copy to FISC Detachment Singapore Contracting Officer who shall issue appropriate contractual documents. The Contractor shall deliver to the vendor the Supply Officer's or Contracting Officer's order to purchase the supplies or services. This order shall be in writing (facsimile and electronic transmission included) and signed by the Supply Officer or Contracting Officer specifying the price, item(s), quantity, and delivery requirements of the order. The Contractor shall facilitate receipt of the items by the ship. The Contractor is not required to arrange unofficial requirements or personal requests from individual crewmembers. In certain cases (i.e. Fuel, FF&V, Bread and Eggs) the Contractor shall use the SOWs furnished herein when arranging supplies and services.

In the event the above process cannot be followed by the Supply Officer, the Contractor is still responsible for promoting competition to the maximum extent practicable to obtain supplies and services from the source whose offer is the most advantageous to the Government. In addition, if the supply or service required is greater than $3,000, the Contractor shall provide information on the results of competition conducted by providing: name of the sources contacted, amount of each offer received (indicating the items ordered, quantity, unit price and total price) and rational for decision. This information must be provided to FISC Detachment Singapore Contracting Officer during the ship visit or no later than 7 days after the ship's departure from the visited port. The Contractor's responsibility to promote competition as indicated in this paragraph will be evaluated based on the criteria established in Section B1, Overview, paragraph 15, Standards for Professional Service; sub-paragraph 15.1 and 15.2.

No later than 60 days after contract award, the Contractor is required to submit written policy and procedures on Arranging Supplies and Services (to include purchasing procedures). The Contracting Officer will review the plan for acceptability, and may require revisions to the policy. When the Contracting Officer deems the written policy and procedures acceptable to the Government, the Contracting Officer will approve the plan.

1.4. FRESH FRUITS AND VEGETABLES (FF&V), BREAD, EGGS, AND OTHER SUBSISTENCE ITEMS

1.4.1. When requested by the ship, the Husbanding Contractor shall assist in arranging for the timely provision of FF&V, Bread and Eggs and other subsistence items. FF&V shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using nightsoil; 2) Shall be free of pest and insect

infestation; and 3) Shall be fresh yet not overripe. The Husbanding Services Contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars (Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Any delivery charges shall already been part of the price and should not be shown separately.

1.4.2. In all cases where the total cost of FF&V and subsistence items received by a ship exceeds $10,000.00 for a port visit, the Contractor, in addition to the CRAFT reports, shall submit a report via e-mail to FISC Detachment Singapore within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the Contractor shall provide copies of all quotes obtained.

1.4.3. The Husbanding Contractor is responsible for ensuring that the sources recommended to the ship's SUPPO for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection is provided as Attachment 8.

1.4.4. Husbanding Contractors shall consider this requirement for inspection of sources when recommending or selecting suppliers of subsistence items. Under no circumstances should the Contractor recommend or offer for acceptance subsistence items from non-approved sources.

1.4.5. The Contractor shall comply with the Quality Assurance Provisions as per Attachment 9.

1.5. PRE-SAILING VISIT: The Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor's best estimate and an adjustment will be made later.

1.5.1. The payment will be made by the ship prior to departure from the port. If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Officer, U.S. Navy Region Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury check. The Contractor must accept the U.S. Government commercial purchase card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPC is the Mastercard. If a ship uses a U.S. Government credit card, the ship shall reimburse the Contractor any surcharge imposed by the financial institution processing the credit card transaction. The applicable credit card surcharge cannot exceed three (3) percent. Upon award of contract, the Contractor shall provide evidence furnished by theFinancial Institution of the credit card surcharge.

1.5.2. The Contractor shall also provide any invoices for port tariff items which have been completed for certification by the ship's Supply Officer.

1.5.3. Copies of all invoices presented to the ship shall be provided to FISC Detachment Singapore Contracting Officer within 5 working days from the departure of the visiting vessel.

1.5.4. The Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for this information shall be the Command Duty Officer, Supply Officer, or his designated representative.

2. OPERATIONS OTHER THAN WAR (OOTW)/CONTINGENCY OPERATIONS AND DISASTER RELIEF FEES (CLIN XX36)

2.1. Operations Other Than War (OOTW), sometimes referred to as “contingencies”, are defined as emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. In addition to rescue and humanitarian relief missions, military contingencies can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property; training efforts and exercises in preparation for actual contingencies shall also be included.

2.2. An exercise is defined as a prearranged, preplanned evolution being conducted between the U. S. Government and a foreign nation for Humanitarian, training, or other purpose of a specified duration. The name of the event will generally, but may not always, include the word “exercise.”

2.3. Logistic Support is defined as goods and services provided in a background framework to an operation or an exercise. Logistics Support can take place in the immediate vicinity of the operation/exercise or a great distance away.

2.4. An operation can be further defined as an unplanned, real world deployment of troops for an indefinite period of time. It can include Non-combatant Evacuation Operations (NEO’s).

2.5. The Navy's Husbanding Contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a country wide network familiar with the different political and commercial infrastructures, as well as cultural and language nuances where the OOTW and/or Exercise/ Logistic Support is conducted to ensure timely fulfillment of the Navy's requirements. In addition to the above, the Contractor shall furnish personnel with the following qualifications:

2.5.1. ability to speak the local language in the country of the OOTW and/or Exercise/ Logistic Support
2.5.2. capacity to travel to the OOTW or forward logistic site within 24 hours of notification
2.5.3. current innoculation records
2.5.4. possess a valid up-to-date passport.

2.6. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours a day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. He is there to assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The contractor team shall consist of a minimum of two personnel per location that the OOTW and/or Exercise/ Logistic Support is being conducted. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

2.7. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the Contractor’s Husbanding fees and CLINS shall apply.

2.8. A sample of the potential list of OOTW and/or Exercise/Logistic Support supplies and services is provided for contractor reference in Exhibit C. The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the Husbanding Contractor shall make every effort to locate at least three sources.

3. BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to

allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The Contractor shall place additional fenders between the breasting barge and the ship when requested.

3.3. The Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. BROW (CLIN XX04)

4.1. The Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not damage the surface of the pier.

4.2. Due to the dramatic height difference between the submarine deck and pier, the Contractor provided submarine brow must afford personnel a smooth and safe transit when entering or exiting thesubmarine deck. Also, the submarine brow must be capable of supporting shorepower cables without damaging the cable.

5. RESERVED - CAMELS (CLIN XX05) - The Contractor shall provide camels as fenders for the ship.

6. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX06)

6.1. The Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

6.2. The Contractor shall pump sewage from the ship to contractor-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

6.3. The Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

6.4. The Contractor shall provide CHT hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

6.5. When collection of CHT is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship.

6.6. The Contractor shall properly dispose of all sewage in accordance with Section B1 - OVERVIEW of the contract section, paragraph 15, Standards for Professional Services.

6.7. The Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements.

7. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX07)

7.1. The Contractor shall arrange for landlines to be installed aboard the ship.

7.2. The Contractor shall provide fully charged, mobile hand phones with chargers capable of using dual voltage. Each mobile phone provided shall include a spare battery and an operating manual/instruction with published rates for usage.

7.3. The Contractor shall provide activation, auto roaming, long distance accounts, and airtime for land and mobile hand phones.

7.4. The Contractor shall provide commercial telephone booth and sale of phone cards for personal use by crewmembers.

7.5. The Contractor shall provide pre-paid International Calling Cards for official use.

8. CRANE (CLIN XX08) - The Contractor shall provide cranes with operators, required assistant personnel (minimum two assistants), and support equipment such as slings, lifting bars, and nets. When ordered, the Contractor is required to provide mobile crane services (shore crane and floating crane) with operator. The Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

9. DOCKAGE AND WHARFAGE (CLIN XX09) - The Contractor shall provide pier and wharf usage.

10. RESERVED - FENDERS (CLIN XX10) - The Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

11. FLEET LANDING (CLIN XX11) - The Contractor shall provide a Fleet Landing site at designated piers. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct Force Protection (FP) operations. The Contractor shall ensure that this area is kept clean during the ship visit in port.

12. FORCE PROTECTION (CLIN XX12)

12.1. General (CLINs XX01 & XX02): The Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The Contractor must develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The Contractor must coordinate all aspects of FP planning and services with Port Authorities, HN agencies, and U.S. Embassy security staff. If the HN is supplying FP assets the Contractor must verify they are available and are scheduled to show up on time. The Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

12.1.1. Access Points: The Contractor shall establish a single entry and exit point to the pier area.

12.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

12.1.3. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

12.1.3.1. Background Checks. The Contractor shall run security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees who fail this background investigation.

12.1.3.2. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

12.1.3.3. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

12.1.4. Access Lists: The Contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

12.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

12.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

12.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

12.1.5. Inspections. The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

12.1.6. Stand-Off Distances:

12.1.6.1. Objects: The Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.1.6.2. Unloading Zones: The Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship or to the maximum extent practicable.

12.1.7. Warning Signs: The Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

12.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. A clear warning must be given that the use of deadly force may be authorized by the local security guards or police force.

12.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area & Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

12.2. Non-Contract FP Measures: The Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Detachment Singapore Contracting Officer. The Contractor must explain what the FP service will entail and why it is being required. The Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the Contractor will be either authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

12.3. Beach Guard Office or Tent (CLIN XX12AA)

12.3.1. The Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ships personnel while performing security checks on personnel, baggage, and vehicles.

12.3.2. The office or tent will be large enough to accommodate a minimum of five (5) people. Tents will have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The Contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 LB, CO_2 fire extinguisher will be provided and kept fully charged.

12.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

12.4. Dive and Vetting Operations (CLINs XX12AB & XX12AC)

12.4.1. The Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

12.4.2. The pier will be vetted prior to the ships arrival.

12.4.3. The Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

12.4.5. The Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

12.5. RESERVED - Floating Line of Demarcation (CLINs XX12AD THROUGH XX12AF)

12.5.1. The Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. Rather it is to help identify a safe standoff zone.

12.5.2. The Contractor shall comply with the specification of the FLD in Attachment 3.

12.6. Perimeter Fencing (CLIN XX12AG)

12.6.1. The Contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the Contractor will provide portable chain link fencing with vehicle and walk up entrances.

12.6.2. The perimeter fence provided by the Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved Entry Point: Entry available for vehicles and personnel.

12.7. Physical Security Barriers (CLINs XX12AH THRU XX12AL)

12.7.1. The Contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

12.7.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used. As well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

12.7.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zig zag patterns to control the speed of access.

12.7.4. A personnel entry point must be established through the barriers.

12.7.5. Barriers may also be used to seal off secondary Port gates.

12.7.6. All barriers must be placed prior to a ship's arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

12.8. Picket Boats (CLINs XX12AM & XX12AN)

12.8.1. The Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

12.8.2. The Contractor shall comply with Attachment 4 for picket boat operations and specifications.

12.9. Portable Latrine (CLIN XX12AP)

12.9.1. The Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

12.9.2. The Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

12.9.3. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

12.9.4. The Contractor shall clean latrines twice daily.

12.10. Portable Lighting (CLIN XX12AQ)

12.10.1. The Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Ports installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship.

12.10.2. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

12.11. Security Guards Services (CLINs XX12AR through XX12AT)

12.11.1. The Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

12.11.2. The Contractor shall comply with Attachment 5 for security guard operations.

12.11.3. All security shall be armed.

12.12. Two Way Radios (CLIN XX12AU) The Contractor shall provide two way radio sets capable of communicating with the ship, picket boats and to the shore patrol designated individuals.

12.13. RESERVED - Hand Held Explosive Detectors (CLIN XX12AV) - The Contractor shall provide hand held explosive detectors capable of detecting explosives.

12.14. Hand Held Metal Detectors (CLIN XX12AW) - The Contractor shall provide hand held metal detectors capable of detecing metal.

12.15. RESERVED - Walk Thru X-Ray Machine (CLIN XX12AX) & Metal Detector (CLIN XX12Y) - The Contractor shall provide walk thru X-ray Machine & metal detector capable of X-raying hand carried luggage and bags to determine its contents, and also capable of detecting metal. Equipment shall be manned by professionally trained operator to operate the equipment 24 hours a day.

12.16. Under Carriage Vehicle Scanner (CLIN XX12AZ) – The Contractor shall provide under carriage vehicle scanner to scan vehicle undercarriages.

13. FORKLIFT WITH OPERATOR (CLIN XX13) - The Contractor shall provide forklifts with operators for loading and unloading operations.

14. FUEL (CLIN XX14)

14.1. Normally, fuel is provided by the HN or by other U.S. Navy bunkering contracts. However, if those sources are not available, then the HS Contractor may be required to assist in obtaining the fuel. In that case, the Husbanding Contractor must comply with this paragraph and must ensure the attached specifications are met by the fuel provider.

14.2. If a ship requires the Husbanding Contractor to provide fuel, the Husbanding Contractor shall contact the bunkering contractor or HN source. If the HN or bunkering contractor can provide the fuel within the time needed, the Husbanding Contractor shall so inform the ship. However, if the HN or US Government bunkering contractor cannot deliver the fuel when required by the ship, the Contractor shall so inform the SUPPO or FISC Detachment Singapore and request approval to proceed. Only after this is done, may the Contractor arrange for fuel delivery.

14.3. The Contractor shall only charge fuel at the daily commercial fuel rate established by theh port or local authorities. The Contractor shall provide documentation of the daily rate to the SUPPO. The fuel price charged shall be free on board the ship whether at pier side or at anchor. Compensation for all husbanding efforts or costs associated with assisting in the acquisition and delivery of fuel (for instance, dealing with customs authorities) are

included in, and otherwise covered by, the daily fixed husbanding services rates set out in the Schedule of Supplies/Services of this contract.

14.4. The Contractor shall provide fuel in accordance with Attachment 6 – Fuel Specifications.

14.5. The Contractor shall provide a fuel barge or truck to transport fuel to the ship.

14.6. The Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

14.7. The Contractor shall load the ordered fuel and transport to the ship. The Contractor shall transfer the fuel from the fuel barge or truck to the ship. The Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

14.8. The Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

15. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX15)

15.1. The Contractor shall remove and dispose of garbage and trash from the ship.

15.2. The Contractor shall provide dedicated refuse bins to the ship.

15.3. If collection is done by sea, the Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship.

15.4. The Contractor shall collect all loose refuse placed adjacent to refuse bins.

15.5. The Contractor shall immediately clean up any spilled refuse.

15.6. The Contractor shall properly dispose of all collected refuse.

16. LINESBOATS (CLIN XX16) - The Contractor shall provide Linesboats to assist in docking line handling operations.

17. LINE HANDLERS (CLIN XX17)

17.1. The Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier.

17.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

18. MANLIFT (WITH OPERATOR) (CLIN XX18)

18.1. The Contractor shall provide a manlift with operator and a full fuel tank.

18.2. The Contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning.

18.3. The Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The Contractor shall maintain documentation of ship personnel acknowledgement of the training.

19. MATERIAL HANDLING (CLIN XX19)

19.1. The Contractor shall provide material handling services for the ship. They will receive material shipped to them to include clearing customs, store the items, report the status of the items, deliver to the ship, and forward the items if unable to deliver.

19.1.1. The Contractor shall use counter-to-counter delivery and charge by each Bill of Lading.

19.1.2. All material shipped shall be labeled "SHIP'S SPARE IN TRANSIT"

19.1.3. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

19.1.4. Shipping documents shall be labeled 'SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the Contractor.

19.2. The Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel.

19.3. The Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

19.4. The Contractor shall use forklifts and cranes from The Schedule.

19.5. The Contractor shall receive the package from the carrier and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

19.6. The Contractor shall deliver the package to the shp after arrival in port or the following morning.

19.7. The Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative or FISC Detachment Singapore.

19.8. The Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship.

19.9. The Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

20. MISCELLANEOUS

20.1. RESERVED - INTERPRETER SERVICES (CLIN XX20AA) - The Contractor shall arrange for interpreter/translator services necessary to assure timely delivery and performance of the supplies and services ordered by the SUPPO. The interpreter/translator shall be fluent in both spoken and written local language and English.

20.2. TOILET CLEANING (CLIN XX20AB)

20.2.1. The Contractor shall provide toilet cleaning three times daily at Clifford Pier.
20.2.2. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

21. OIL BOOMS (CLIN XX21)

21.1. The Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water.

21.2. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

21.3. The Contractor shall dispose all oil waste caught in the Oil Boom.

22. RESERVED - OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX22)

22.1. The Contractor shall remove oily waste and aggregate water from the ship.

22.2. The Contractor shall pump oily waste and aggregate water from the ship to Contractor provided equipment.

22.3. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed.

22.4. The Contractor shall provide hoses of sufficient length from contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

22.5. When removal is done via barge, the Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship.

22.6. The Contractor shall properly dispose of all oily waste and aggregate water.

22.7. The Contractor shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements.

23. RESERVED - PAINT FLOAT (CLIN XX23)

23.1. The Contractor shall provide paint floats to hold personnel painting the ship.

23.2. The paint float deck shall be between two (2) to three (3) meters above the waterline and the scaffolding shall be no higher than 3.5 meters from the deck.

23.3. The ship is responsible to secure the paint float to the ship if rented for more than one day.

24. PILOTS (CLIN XX24) - The Contractor shall provide qualified pilots to navigate the ship to and from the berthing locations.

25. POTABLE WATER (CLIN XX25) - The Contractor shall deliver fresh, potable water to the requesting ship in accordance with the current World Health Organization (WHO) Guidelines for drinking-water quality, located at http://www.who.int/water_sanitation_health/dwq/gdwq3rev/en/index.html, to the intake hose of the requesting ship suitable for showering, cooking and cleaning. Water availability shall be in accordance with the delivery schedule specified by the SUPPO. The ship shall test and determine acceptability of the water delivered.

26. RESERVED - PRATIQUE (QUARANTINE SERVICE) (CLIN XX26) - The Contractor shall provide First Port of Entry Clearance with the local authorities.

27. RESERVED - REEFER CONTAINER (CLIN XX27)

27.1. The Contractor shall provide reefer containers with power source for refrigerated storage.

27.2. The Contractor shall provide diesel generators with fuel and properly sized to operate reefers continuously. Generators shall emit sound levels of less than 84 decibels.

27.3. The Contractor shall make all power connections between the generator and reefer.

27.4. The Contractor shall operate the reefer at the temperature specified by the ship.

28. RESERVED - SHORE POWER (CLIN XX28)

29. RESERVED – SHORE STEAM (CLIN XX29)

30. STEVEDORE SERVICES (CLI XX30) - The Contractor shall provide stevedores and supervisors for general labor.

31. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX31)

31.1. The Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

31.2. The Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

32. TRANSPORTATION VEHICLES (CLIN XX32)

32.1. The Contractor shall provide vehicle service with qualified drivers for official government business.

32.2. The Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

32.3. The Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

32.4. The Contractor shall provide drivers who can speak and understand English clearly.

32.5. The Contractor shall provide only vehicles with air conditioning.

32.6. The Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

32.7. The Contractor shall return all items left in rental vehicles to the ship's SUPPO or to FISC Detachment Singapore if the ship has departed.

32.8. The Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

33. TUGS (CLIN XX33)

33.1. The Contractor shall provide tugs to bring ships to and from berthing locations.

33.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

33.3. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

33.4. If tugs are not available through the port authority, the Contractor shall use commercially available tugs.

34. WATER TAXIS (CLIN XX34)

34.1. The Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 7 – Water Taxi Specifications.

34.2. The Contractor shall return all items left in water taxis to the ship's SUPPO or FISC Detachment Singapore.

34.3. The Contractor shall obtain written acknowledgement of water taxi service by the ship's duty officer onboard. Logs shall be used to document arrival and departure times.

35. CRAFT REPORT (CLIN XX35)

35.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit D - CRAFT.

35.2. The report shall be submitted to FISC Detachment Singapore Contracting Officer or FISC Detachment Singapore within seven (7) working days of each ship's departure.

36. OPERATIONS OTHER THAN WAR (OOTW)/CONTINGENCY OPERATIONS AND DISASTER RELIEF FEES (CLIN XX36) See paragraph 2 above also.

36.1. OOTW refers to a "Contingency operation" as that term is defined in FAR 2.101. In addition, for purposes of this contract, it refers to rescue and humanitarian relief missions, Non-combatant Evacuation Operations (NEO's), or an unplanned, real world deployment of troops for an indefinite period of time. The provisions of FAR Part 18, Emergency Acquisitions (effective 5 Jul 2006), apply in full to the OOTW requirements of this contract.

36.2. Logistics Support is defined as goods and services provided in a background framework to an operation. Logistics Support can take place in the immediate vicinity of the operation or a great distance away.

36.3. The Contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a network familiar with the local political and commercial infrastructures, cultural and lingual background, and business practice. In order to assist the Navy's response to OOTW, the Contractor shall furnish personnel with the following qualifications:

36.3.1. Ability to speak the local language where OOTW is being conducted.
36.3.2. Capacity to travel to the OOTW or forward logistic site within 24 hours of notification.
36.3.3. Current inoculation records.
36.3.4. Possess a valid up-to-date passport.

36.4. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours a day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. The Contractor shall assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The Contractor shall ensure that sufficient

personnel are available at each supported location to effectively perform all necessary tasks. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

36.5. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the contractor's Husbanding fees and CLINS shall apply.

36.6. If an advance party arrives in a country for OOTW, the Contractor shall bill at the OOTW subsequent day rate. If the operation is on going, the Contractor shall bill the OOTW first day rate and then subsequent days. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the Contractor's services are ordered.

36.7. Regardless of location, OOTW support requests for other than the basic service under this CLIN for operations not associated with ships are exempt from the requirements portion of the contract.

36.8. A sample of the potential list of OOTW and/or Exercise/ Logistic Support supplies and services is provided for Contractor reference in Exhibit C. The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the husbanding Contractor shall make every effort to locate at least three sources and shall provide a copy of all documents to the Contracting Officer. In very unique time sensitive situations, the Contractor may be tasked to source and provide a large variety of supplies and services on a very compressed delivery schedule in support of large scale operations like NEOs, etc or other real world events. In these unique situations, the requirement to document market research and source selections for supplies/services over $3000 is still mandatory.

36.9. An exercise is defined as a prearranged, preplanned evolution being conducted between the Government and a foreign nation for training or other purpose of a specified duration. The name of the event will generally, but may not always, include the word "exercise". It includes training efforts and exercise-like activity in preparation for actual contingencies.

36.10. The Contractor shall provide exercise and logistics support in the same manner as is provided for OOTW support.

36.11. Disaster Relief is defined as emergency operations or preparedness to support civil society to cope with natural or man-made disasters. Disaster relief is concerned with recovery efforts.

36.12. The Contractor shall provide disaster relief support in the same manner as is provided for OOTW support.

37. OOTW COST REPORT (CLIN XX37)

35.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for OOTW or each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The sample report format is provided in Exhibit D – CRAFT.

35.3. The report shall be submitted to FISC Detachment Singapore Contracting Officer or FISC Detachment Singapore within seven (7) working days of each ship's departure.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
9000	N/A	N/A	N/A	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
9000	N/A	N/A	N/A	N/A

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	SEP 2005

CLAUSES INCORPORATED BY FULL TEXT

ADDITIONAL CONTRACT TERMS AND CONDITIONS

(a) Oral Orders (Indefinite Delivery Contracts) (SUP 5252.216-9402) (JAN 1999). Oral orders may be placed, provided the following conditions are complied with:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.

(3) Invoices for supplies or services furnished in response to total orders will be accompanied with a received copy of each related delivery ticket.

(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

(b) Written Orders (Indefinite-Delivery Contracts) (SUP 5252.216-9403) (JAN 1992). All requests for Services and Supplies must be documented by an AGR with a written Task or Delivery Order using a SF 1449 or DD Form 1155. Written orders on Standard Form 1449/DD Form 1155 will contain the following information, consistent with the terms of the contract:

(1) Date of order;
(2) Contract number and order number;
(3) Item number and description, quantity, and unit price;
(4) Delivery or performance date;
(5) Place of delivery or performance (including consignee);
(6) Packaging, packing, and shipping instructions, if any;
(7) Accounting and appropriation data;
(8) Any other pertinent information.

(c) Payment by Third Party (FAR 52.232.36*)* (MAY 1999) - This clause is incorporated by reference.

(d) Ordering (FAR 52.216-18) (OCT 1995)

(1) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award to final day of the contract.

(2) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a task/delivery order or task order and this contract, the contract shall control.

(3) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the schedule.

(e) Order Limitations (FAR 52.216-19) (OCT 1995)

(1) *Minimum ordering amount.* When the Government requires supplies or services covered by this contract in an amount of less than US $50.00, the Government is not obligated to order, nor is the Contractor obligated to furnish, those supplies or services under this contract.

(2) *Maximum ordering amount*. The Contractor is not obligated to honor --

(i) Any order for a single item in excess of the estimated quantity for that item, which is identified in the pricing schedule of this contract;

(ii) Any single order for a combination of items in excess of the total estimated dollar value for the applicable performance period of this contract; or

(iii) A series of orders from the Government within 120 days that together call for quantities exceeding the estimated quantities identified in the pricing schedule by more than two hundred percent (200%).

(3) This is a requirements contract (which incorporates FAR 52.216-21), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(4) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum ordering limitations in paragraph (b), unless the order(s) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to furnish the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the required supplies or services from another source.

(f) Contract Type. The resulting contract will be a Fixed Price Requirements contract.

(g) Requirements (FAR 52.216-21) (OCT 1995)-(ALTERNATE I) (APR 1984)

(1) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(2) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(3) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirement for the supplies and services specified in the Schedule that exceed the quantities that the activity may furnish within its own capabilities.

(4) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(5) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(6) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after thirty (30) days beyond the expiration of the contract.

(h) Option To Extend Services (FAR 52.217-8) (NOV 1999) (MODIFIED). In order to maintain continuity of service, the Government may require continued performance of any services within the limits and at the rates specified in the contract. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise this option by written notice to the contractor within fifteen (15) days before the contract expires.

(i) Inconsistency Between English Version & Translation Of Contract (FAR 52.225-14) (FEB 2000). In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(j) Taxes – Foreign Fixed Price Contracts (FAR 52.229-6) (JUN 2003). Incorporated by reference.

(k) Payment by Electronic Funds Transfer--Central Contractor Registration (FAR 52.232-33) (OCT 2003). Incorporated by reference.

(l) Authorized Changes Only By The Contracting Officer (SUP 5252.243-9400) (JAN 1992)

(1) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(2) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(3) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and FAX telephone number of the Procuring Contracting Officer (PCO) are:

Commercial Address: FISC Detachment Singapore

PSA Sembawang Terminal
Deptford Road, Building 7-4, Unit 2-9
Singapore 759657

Military Address: PSC 470, Box 2150
FPO AP 96534-2150

FAX Numbers: (65)-6-750-2639 or 2382

(m) Provision for Wood Products SA 03-05 NAVSUP CLAIMANCY POLICY - Pinewood Nematode (microscopic roundworm) Free Non-Manufactured Wood Pacing (NMWP) Material (SWPM) (Nov 202) NAVSUP

(1) Definition. 'Pinewood nematode' as used in this provision, means a microscopic roundworm that has infested coniferous (softwood) trees.

(2) All non-manufactured wood lumber, pallets boxes, crates, containers, reels blocking and bracing, dunnage, drums, etc. for all shipments are required to be certified pest- (pinewood nematode) free. All wood pallets, boxes, crates, containers, reels, blocking and bracing, dunnage, drums, etc. ordered/delivered from vendors/suppliers shall be heat-treated and marked to the American Lumber Standards Committee (ALSC), NMWP policy and enforcement standards. The approved method for ensuring NMWP material is pinewood nematode free is as follows:

(i) Heat-treated to a minimum core temperature of 56°C(133°F) for at least 30-minutes in a closed chamber that has been tested evaluated, and approved officially for this purpose. In addition, the susceptible wood shall display an officially approved heat-treated marking enabling the identification of where and by whom the above treatment has been carried out.

(3) All bulk lumber procured for the fabrication of pallets, boxes, crates, containers, reels, skids, blocking and bracing, dunnage, drums, etc., shall be certified and marked as a part of the fabrication process, to the ALSC NMWP policy and enforcement standards. Vendors/Suppliers using ALSC-certified lumber to make or repair wooden boxes, crates, skids, containers, pallets, reels, drums, etc., must have formal processing procedures and documentation to ensure that only certified lumber leaves their fabrication point.

(4) This provision is self-deleting if the material or supplies are not shipped in NMWP material.

(n) Agency Protests

(1) Prior to submission of an agency protest, all parties should use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions.

(2) FISC Detachment Singapore will process agency protests in accordance with the substantive and procedural requirements of FAR 33.104(d).

(3) Pursuant to FAR 33.103(d)(4), an agency protest may be filed directly with either the Contracting Officer or the Chief of the Contracting Office. A protestor who initially files an agency protest with the Contracting Officer may appeal an adverse decision to the Chief of the Contracting Office. Agency protest submissions should clearly identify the initial adjudicating official, i.e., the "Contracting Officer" or "Chief of the Contracting Office".

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2005) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acq.osd.mil/dpap/dars/
http://www.arnet.gov/
http://farsite.hill.af.mil/

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

_X__52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

____252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

____252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

____ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).).

____ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

____ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

____ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2005) (------ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

____ 252.225-7021 Trade Agreements (JUN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

____ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (------ Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

_____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

____ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

_____ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

__X_ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (_____Alternate I) (MAR 2000) (_____Alternate II) (MAR 2000) (____Alternate III (May 2002).

____252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5 (JUL 2005) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.232-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS/EXHIBITS
Applicable documents, exhibits, and attachments for this contract are:

EXHIBIT NO.	DOCUMENT
A	Schedule of Supplies and Services
B	Port Tariff
C	OOTW Sample of Provisions
D	CRAFT Report

ATTACHMENT NO.	DOCUMENT
1.	Classifications of Ships
2.	Refuse Definitions
3.	Floating Line of Demarcation (FLD) Specifications
4.	Picket Boat Operations & Specifications
5.	Security Guard Operations
6.	Fuel Specifications
7.	Water Taxi Specifications
8.	Request for Sanitary Inspection
9.	Quality Assurance Provisions

EXHIBIT A - SCHEDULE
See Section B2 - Exhibit A (ELINs) Schedule of Supplies and Services.

Separate Excel spreadsheet is attached.

EXHIBIT B - PORT TARIFF ITEMS
The Excel spreadsheet provides estimates of port tariff rates only.

EXHIBIT C - OOTW SAMPLE
The listing under this Excel spreadsheet is a sample for information purposes only.

EXHIBIT D - CRAFT REPORT
The CRAFT submittal is required within seven (7) days upon completion of a ship visit. Copies of certified invoices shall be forwarded to the Contracting Officer.

ATTACHMENT 1- SHIP CLASS
SHIP CLASSIFICATIONS (DESCRIPTION OF U.S. NAVY SHIPS BY CLASS AND TYPE)

The following are Ship Classifications:

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	77
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360

Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854
Class IV					
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082
T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276
T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

1. The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

2. Displacement is expressed in tons and represents fully loaded displacement.

3. The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

4. There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

GLOSSARY OF TERMS AND ABBREVIATIONS

AGOS	RESEARCH SHIP
AGSS	RESEARCH SUBMARINE
AOE	FAST COMBAT SUPPORT SHIP
ARS	SALVAGE SHIP
AS	SUBMARINE TENDER
CG	GUIDED MISSLE CRUISER
CV	MULTIPURPOSE AIRCRAFT CARRIER (CONVENTIONALLY PROPULSION)
CVN	MULTIPURPOSE AIRCRAFT CARRIER (NUCLEAR PROPULSION)
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
FFG	GUIDED MISSLE FRIGATE
HSV	HIGH SPEED VESSEL
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCS	LITTORAL COMBAT SHIP
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LHD	AMPHIBIOUS ASSAULT SHIP (MULTI- PURPOSE)
LPD	AMPHIBIOUS TRANSPORT DOCK
LSD	AMPHIBIOUS CARGO SHIP
LSV	LOGISTIC SUPPORT VESSEL (ARMY)

HSIC	MARK V SPECIAL OPERATIONS CRAFT (1 PAIR)
MCM	MINE COUNTERMEASURE SHIP
MCS	MINE COUNTERMEASURE SUPPORT SHIP
MHC	MINE HUNTERS COASTAL
MSC	MILITARY SEALIFT COMMAND
PC	PATROL COASTAL SHIP
SSBN	BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSGN	CRUISE MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	ATTACK SUBMARINE (NUCLEAR PROPULSION)
T-AE	AMMUNITION SHIP (MSC)
T-AFS	COMBAT STORE SHIP (MSC)
T-AGOS	OCEAN SURVEILLANCE/PATROL SHIP (MSC)
T-AGS	SURVEYING/ OCEANOGRAPHIC SHIP (MSC)
T-AH	HOSPITAL SHIP (MSC)
T- AKE	DRY CARGO/AMMUNITION SHIP (MSC)
T-AKR	STRATEGIC SEALIFT SHIP (MSC)
T-AO	OILER (MSC)
T-AOT	TANKER (MSC)
T-ATF	FLEET OCEAN TUG (MSC)
WAGB	POLAR CLASS ICEBREAKERS
WHEC	HIGH ENDURANCE CUTTER
WMEC	MEDIUM ENDURANCE CUTTER

ATTACHMENT 2 - REFUSES SERVICE

Refuse Service Definitions

The following are Refuse Definitions used for this contract:

5. **"Refuse"** includes all garbage, ashes, debris, rubbish and other similar waste material, and anything else delivered to the ship, but not taken onboard due to spoilage, etc., even though such refuse was not aboard the vessel when it arrived in port. Not included are explosives and incendiary waste and contaminated waste from medical and radiological processes.

6. **"Garbage"** means animal and vegetable waste (and containers thereof) resulting from the handling, preparation, cooking, and consumption of foods. Edible, or hog food, garbage is the portion of waste food, which has been segregated for salvage.

7. **"Ashes"** means the residue from burned wood, coal, coke, and other combustible material.

8. "**Debris**" means grass cuttings, tree trimmings, stumps, street sweepings, rooting and construction wastes, and similar waste material.

9. "**Rubbish**" means a variety of unsalvageable waste material such as metal, glass, crockery, floor sweepings, paper, wrappings, containers, cartons, and similar articles not used in preparing or dispensing food. Rubbish is further subdivided into:

10. "**Combustible Rubbish**" which can be burned readily in an incinerator or burning pit.

11. "**Noncombustible Rubbish**" which cannot be burned at ordinary incinerator temperatures (800 to 1,800 degrees F.)

12. "**Receptacles**" or "**Containers**" means cans, drums, bins, or similar receptacles, which can be handled easily, and multiple containers, which are handled by mechanical truck-mounted hoists. A **"bin"** is defined as a standard garbage bin used for this service which can vary in size. Size will be identified in The Schedule Sub-CLINs.

ATTACHMENT 3
FLOATING LINE OF DEMARCATION (FLD) SPECIFICATIONS

1. The following are the Governments basic requirements for the Floating Line of Demarcation Specifications to be used for this contract:

1. The Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around anchored ships. The purpose of the FLD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 120 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible to ship's/port radar. The Picket Boats will patrol outside of this visual reference. The FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum two (2) work boats to tend to the FLD at all times. The FLD is not designed to stop approaching unauthorized watercraft rather it is to help identify a safe standoff zone.

2. The size of the Floating Perimeter will be approximately 2500 meters to 2700 meters based on a ship's length of approximately 800 feet.

3. Weights sufficient to anchor the FLD in place to the seabed. The size and number of weights will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD line intact at all times regardless of sea conditions.

4. The Contractor shall have communication capabilities, either VHF or cellular phone with Port Operation Control and U.S. Navy vessel. The contractor shall report the status of the Floating Visual Line of Demarcation to Port Operation control every two hours or other regular interval agreed upon between Contractor and Port Operation Control.

5. The Contractor shall provide a minimum of two (2) work boats to tend the FLD at all times while the system is deployed.

6. The FLD shall be deployed in the most expeditious manner as soon as the U.S. Navy vessel is anchored.

7. When the FLD is retrieved, the Contractor must show documentary proof that all equipment deployed is removed from the location.

8. The Contractor shall provide the U.S. Navy, Port Authority/Host Nation an updated and current emergency contact list in case of contingencies.

9. Below are two examples of FLDs.

a. Example 1 - Continuous Line FLD –

i. Specifications: Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable Entry Control Point for access.

ii. Buoys or floats positioned every meter on the line sufficient to keep line afloat and visible on the surface of the water.

iii. Large yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 120 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible to ship's/port radar.

iv. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the perimeter. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the perimeter intact and in position at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

b. Example 2 - Floating Buoy System (FBS)

i. Specifications: The FBS must clearly show a perimeter line and fully surround the ships at anchorage. Large yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 120 meters along the demarcation line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical. In addition, buoys must also be visible on ship's/port radar.

ii. Weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

10. Contract Pricing: Prices are firm-fixed-price per unit and are inclusive of all costs which include the following:

a. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

b. Mobilization and Demobilization (Mob & De-mob). All Mob & De-mob costs shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes transportation of equipment and charges for the use of cranes, forklifts, tugs, workboats and any other equipment and labor required for the deployment, maintenance and retrieval for the floating perimeter.

c. Repositioning equipment. All repositioning of equipment shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

d. Pre-positioning / Pre-staging and Vetting Operations. All pre-positioning / Pre-staging and vetting operations shall be included in the unit price. The vessel shall only be charged for the actual number days that the perimeter is in use while the ship is port. No additional days shall be charged.

11. Time Calculations: These CLINs are based on daily rates. Time will begin being measured once the equipment is deployed round the vessel and capable of operations.

12. General: The Contractor is responsible for providing floating visual line of demarcation. The Contractor must work closely with other US Navy contractors such as subsistence contractor. The Contractor will follow the requirements below unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

13. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

    a. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

    b. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

14. Access Lists: The contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

    a. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

    b. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

    c. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

15. Inspections: The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

ATTACHMENT 4
PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

13. The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

14. The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

15. Ships at anchorage will normally require two Picket Boats.

16. The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate CLIN in the contract.

17. The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

18. The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

19. The Picket Boat will meet the following requirements:

    7.1. Licensed for commercial operations by local country Department of Transportation.

    7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

    7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

    7.4. If a deckhand crewmember is required, only qualified personnel are used.

    7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

    7.6. Minimum length of 8 meters and capable of carrying three people.

    7.7. Minimum 18 knots speed.

    7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

7.11.4. Portable Spotlight

ATTACHMENT 5
SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

1.2. Security guards may be provided through private security firms or through local police officials.

1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pierside: (CLIN XX12AQ)

2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

2.2. All pierside guard services will be performed within the parameters of local Laws and Regulations.

2.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to

the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

2.6. The following equipment will be required as a minimum for each guard:

2.6.1. Uniform as provided by contractor or authorities;

2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. Rules of Engagement (ROE) Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats: (CLIN XX12AP)

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided under CLIN XX12AK. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2 If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3 The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4 As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

ATTACHMENT 6
FUEL SPECIFICATIONS

The following are the Fuel Specifications for this contract:

1. SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	**Requirement**	**Text Method**
Appearance, @ 25ºC or ambient temperature whichever is higher	Clear, bright and free of visible particulates	D 4176 1/
Demulsification, @ 25ºC, minutes (max)	10	D 1401 2/
Density, @ 15ºC, kg/m^3 (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, ºC 50% point, ºC 90% point, ºC, (max) end point, ºC, (max) Residue º Loss, % vol., (max)	 Record Record 357ºC 385ºC 3.0	D 86 3/
Cloud Point, ºC, (max)	-1ºC	D 2500
Color, (max)	3	D1500
Flash Point, ºC, (min)	60ºC	D 93 4/
Particulate Contamination, mg/liter, (max)	10	D 5432 5/
Pour Point, ºC, (max)	-6ºC	D 97
Viscosity, @ 40ºCm mm^2/second	- 1.7 - 4.3	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100ml, (max)	1.5	D5304 (R), D 2274 6/
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664

Aniline Point, ºC, (min)	60ºC	D 611
Ash, % wt., (max)	0.005	D 482
Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 7/
Corrosion, @ 100ºC, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min) Cetane Index, (min)	42	D 613 (R), D 976 8/
Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 2622
Trace Metals, ppm, (max) Calcium Lead Sodium plus Potassium Vanadium	 1.0 0.5 1.0 0.5	D 3605 9/
Additive Names and Dosages	Record	

1. If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709, 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains visible sediment or particulate matter, but meets the requirement of 10 mg/1 (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.

2. The demulsification text shall be conducted in accordance with the following exceptions:

   (a) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.

   (b) The test temperature shall be 25ºC.

   (c) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute.

3. As the end point of the distillation is approached, if either a thermometer reading of 385ºC or a decomposition point is observed, discontinue the heating and resume the procedure as directed in ASTM D 86.

4. The flash point value is the absolute and no value less than 60ºC is permissible.

5. A one-liter minimum sample shall be used.

6. ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours to 40 hours.

7. When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fuel, without the cetane improver.

8. Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified in Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.

9. Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of the inspection authority.

2. COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC MAY 2002)

Offered product shall conform to the following requirements which are suitable for Marine Gas Turbine.

	TEST REQUIREMENTS	METHOD	
1.	Cetane Number	ASTM D 613	42 min
	or		
	Cetane Index	ASTM D 976	43 min
	NOTE: If the Cetane number is reported, the reported value shall apply to the base fuel without Cetane improving additives.		
2.	Appearance @ 21^{o}C or ambient temp. (whichever higher)	Visual	Clear & Bright
	or		
	Water & Sediment	ASTM D 2709	0.05 vol % max.
3.	Distillation, 90% point	ASTM D 86	357^{o}C max.
4.	Flash Point	ASTM D 93	60^{o}C min
	NOTE: The flash point value is absolute and no value less than 60^{o}C is permissible.		
5.	Cloud Point	ASTM D 2500	-1.1^{o}C (30^{o}F) max.
	NOTE: Cloud Point results will be evaluated based upon bunkering location.		
6.	Viscosity @ 40^{o}C	ASTM D 445	1.7 - 4.5 cSt
7.	Color 4	ASTM D 1500	3 max.
	NOTE for deliveries outside the United States, the offerors must submit information on the composition, color and desired concentration of any dye to be used in order to obtain approval.		
8.	Density @ 15^{o}C	ASTM D 1298	876 kg/m^{3} max.
9.	Carbon Residue on 10% bottoms 5	ASTM D 524	0.35 mass % max.
	NOTE: For carbon residue on 10% bottoms, ASTM D 189 is an acceptable alternate method.		
10.	Ash	ASTM D 482	0.01 mass % max.
11.	Sulfur 6	ASTM D 4294	1.0 mass % max.
	NOTE: For total sulfur content, ASTM D 1552 and ASTM D 2622 are acceptable alternate methods.		
12.	Corrosion	ASTM D 130	3 max.
13.	Composition Distillate Fuel (fuel shall contain no residual)	None	100%

3. FUEL OIL, INTERMEDIATE, GRADES RME-25 (IFO 180 AND RMG-35 (IFO 380) (DESC JUN 2004)

a. Product shall conform to ISO 8217:1996.

b. ALTERNATE TEST METHODS. The test methods below can also be used to determine the following requirements:

REQUIREMENTS TEST METHOD

1. Density @15^{o}C, kg/m^{3} ASTM D 4052
2. Carbon Residue ASTM D 4530
3. Vanadium, mg/kg ASTM D 5863
4. Aluminum plus silicon, mg/kg ASTM D 5184

c. SULFUR. Starting My 19, 2005, the sulfur limit for RME-25 (IFO 180) purchased under the DESC Bulk Purchase Program must meet a revised sulfur weight percent limit of 3.5, maximum.

d. A. FOR THE BULK PROGRAM, RME-25 (IFO 180) purchased undr the DESC Bulk Purchase Program must meet a revised sulfur weight percent limit of 3.5, masimum. (DESC 52.246-9FFE).

ATTACHMENT 7 - WATER TAXI SPEC
WATER TAXI SPECIFICATIONS

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxie specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated FISC Detachment Singapore Logistics Support Center (LSC) Water Taxi Inspector. The LSC

Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor, the FISC Detachment Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including COMPACFLT.

5. COMSEVENTHFLT Specifications:

5.1. Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of Tonga. Notwithstanding compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

5.1.1. Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

5.1.2. Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

5.1.3. The following information shall be conspicuously posted in both English and (the appropriate foreign language):

5.1.3.1. Current Operator's/Captain's license and boat names.

5.1.3.2. Passenger/weight capacity limit notice.

5.1.3.3. Location of life jackets and other life saving equipment.

5.1.3.4. Location of all exits indicated in large letters.

5.1.3.5. Emergency procedures

5.1.4. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

5.1.5. Operation of the boat shall be in a safe and seaworthy manner.

5.1.6. The consumption of alcoholic beverages shall not be permitted aboard the boat.

5.2. Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by Tonga for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

5.3. Security: During the term of this contract the ship(s) to be serviced (insert ship name if purchase order) agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel

onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

5.4. Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

5.5. Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

5.5.1. Hull

5.5.1.1. Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures.

5.5.1.2. Superstructure, including masts and stacks.

5.5.1.3. Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.

5.5.1.4. Provisions for drainage of sea water from exposed decks over the side and not into the bilges.

5.5.1.5. Access/egress points- adequacy of number and location.

5.5.2. Machinery

5.5.2.1. 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.

5.5.2.2. Main propulsion and auxiliary machinery essential to operation of boat.

5.5.2.3. Sea and bulkhead closure valves.

5.5.2.4. Bilge auction strainers and dewatering systems-bilge pump to be tested by operation

5.5.2.5. Bilges free of flammable liquids

5.5.3. Electrical

5.5.3.1. Cables.

5.5.3.2. Navigation, deck, and emergency lights.

5.5.3.3. Rotating electrical machinery; e.g., generators and motors --Storage batteries

5.5.4. Lifesaving equipment

5.5.4.1. Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.

5.5.4.2. Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.

5.5.4.3. First aid kits, life rings and distress lights.

5.5.4.4. Distress signaling devices

5.5.5. Fire fighting equipment

5.5.5.1. Fire pump - test by subjecting fire hose(s) to fire pump pressure.

5.5.5.2. Portable fire extinguishers.

5.5.5.3. Fixed systems, e.g., C02 cylinders.

5.5.6. Steering apparatus

5.5.7. Miscellaneous systems and equipment

5.5.7.1. Harbor charts.

5.5.7.2. Ground tackle and mooring lines.

5.5.7.3. Whistle/fog horn, bell.

5.5.7.4. Lighted compass.

5.5.7.5. Radar.

5.5.7.6. 2-way radio capable of Bridge-to-Bridge communications.

5.5.7.7. Current license.

5.5.7.8. Operator qualifications.

5.6. Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement-is that contained in paragraph 4.7 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

5.7. Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

5.7.1. Safety of operations. Insure the following are present and in working condition:

5.7.1.1. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.

5.7.1.2. Fire extinguishers sufficient for the size of the vessel operated.

5.7.1.3. Radio (with battery backup) capable of Bridge-to-Bridge communications.

5.7.1.4. Anchor/chain sufficiency for the size of the vessel operated.

5.7.1.5. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

5.7.2. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:

5.7.2.1. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

5.7.2.2. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.

5.7.2.3. Ensure no bare or exposed electrical wires or connections are located in the passenger area.

5.7.2.4. Validate that sufficient unobstructed exits are present and marked in English.

5.7.2.5. Verify that no missile hazards, gear adrift, or trip hazards exist.

5.7.3. The following shall be conspicuously displayed, in English:

5.7.3.1. Passenger/weight capacity.

5.7.3.2. Location and number of life jackets.

5.7.3.3. Location of life saving equipment.

5.7.3.4. Locations of exits (if not obvious).

5.8. Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

5.9. If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the

contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

ATTACHMENT 8 - SANITARY INSPEC
SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
FISC DETACHMENT SINGAPORE
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD, BLDG 7-2
SINGAPORE 759657

Dear Sir:

We are interested in supplying (e.g. specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____

_____ _____ _____

_____ _____ _____

Sincerely,

LIST AND INFORMATION TO REQUEST FOR INITIAL INSPECTION

List of products for which approval is requested.
Establishment letterhead - four places.
Name of establishment owner.
Site area size - acres, square feet or square meters.
General description of the area surrounding the plant site.
Building description, i.e. material used in construction, age of building(s), size (in square feet or meters), and number of stories.
Drawing of floor plan of building(s) to include major production areas (for slaughterhouses and dairies only).
List of major processing equipment.
Sources of raw materials.
Output of finished product - average kilograms or tons per day, per week or per month.
Special codes printed on product packages which identify the establishment, the product, and the date of production or packaging.
Number of employees.
Are employees receiving pre-employment or periodic medical examinations? What is the frequency of the periodic examinations?
Program for employee instruction personal hygiene, food, handling techniques, and food hygiene and safety.
Cleaning and sanitizing methods, including chemical used.
Detailed written cleaning and sanitizing program.
Official water quality certification from the local government, including total aerobic bacteria plate count, coliform count, and chemistry.
Name of water source.
Waste disposal program.
Pest control program.
Name of inspection agencies which inspect the plant (government and civilian) and frequency of inspections. Are inspection reports available for review?
Flow chart for the manufacture of each major category of products listed in No.1 above from raw materials to finished products health control points.
What laboratory examinations are performed on products and plants environment? Are the results available for review?
Total number of company vehicles?
Key personnel and point of contact for inspectors.
Direction to plant.

ATTACHMENT 9 - QA PROVISIONS

FISC DET SINGAPORE

QUALITY ASSURANCE PROVISIONS
September 2006

SECTION I. GENERAL REQUIREMENTS

1. **SANITARILY APPROVED SOURCES:** All subsistence items shall be from approved sources as authorized, or exempted in NAVSUPINST 4335.4F/AR 40-657/AFR 161-32/MCO P10110.31G. Name and address of processing

facility shall identify any subcontracting entities utilized other than the primary contractors. FISC DET Singapore has available approved source listings of authorized subsistence incorporated into VETCOM Circular 40-1, Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Hawaii and Pacific) and other regions maintained and published by HQ, US Army Veterinary Command, Fort Sam Houston, Texas (http://vets.amedd.army.mil/vetsvcs/approved.nsf). The U.S. Army Veterinary Representative, prior to commencing a contract/Blanket Purchase Agreement (BPA), shall inspect all required potential sources identified. Failing to pass inspection shall be grounds for not issuing a BPA and grounds for cancellation if the facility fails inspection after a BPA has commenced. This applies to all contractors and subcontractors. Documents cited here shall be provided to the contractor upon written request.

2. **DELIVERY VEHICLES:** The supplies delivered under this contract/BPA shall be transported in a sanitary enclosed/covered or open flatbed vehicle. Semiperishable items delivered in open flatbed vehicle shall be covered with a tarp to protect products from rain or foreign objects. Vehicles shall be equipped to maintain the appropriate temperature for the subsistence being delivered. Vehicles shall be maintained in a sanitary condition to prevent contamination of the food and shall be subject to inspection by the government at all reasonable times. Supplies submitted for acceptance in vehicles, which are not sanitary, may be rejected without further inspection. Concurrent transportation of bulk contained pesticides, rodenticides, petroleum products, inedible products, household chemicals, or other caustic or volatile compounds are undesirable but occasionally necessary. When a carrier jointly transports subsistence and cleaning agents or hazardous products, the cleaning agents or hazardous products shall be segregated from the subsistence to the greatest extent. Segregated to the greatest extent means that all cleaning agents or hazardous products shall be unitized, loaded completely lower and horizontally from the subsistence to the maximum distance allowed by the physical configuration of the carrier. Shrink-wrap shall be used to secure items to pallets and provide stabilization.

3. **CODE DATING:** Master-shipping boxes shall be stamped or embossed with code dates, except Fresh Fruits and Vegetables, (FF&V). Coding must represent the date of slaughter, production, pasteurization, manufacture, or expiration/pull date. Open code shall have the date, month and year or Julian date, (last number of the year with the number of days). Closed code, such as letters and numbers, shall have an accompanying letter from the manufacturer explaining the code and shelf life.

4. **PACKAGING:** Standard commercial packaging is acceptable as long as it meets the requirements set forth in this agreement, product is protected from contamination, and quality is preserved. Products shall be packed in returnable commercial containers that do not exceed 55 pounds or 25 kilograms per container. The use of a plastic shrink-wrap to secure items to the pallet shall be minimized.

5. **SHELF LIFE REQUIREMENTS:** Unless otherwise specified in this agreement, products shall be delivered with not less than one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining. If the supplies delivered DO not have the minimum number of days of shelf life remaining as set forth in this agreement, the government shall have the right to reject and/or require replacement.

6. **TEMPERATURE REQUIREMENTS:** Unless otherwise specified in this agreement, all perishable products shall be delivered between 32°F-41°F (0°C-5°C) for chilled and 0°F (-18°C) or below for frozen. Temperatures shall be checked between the primary container and the outer container to reduce product damage. If a discrepancy is suspected, internal temperature shall be checked prior to rejection or acceptance of the products.

7. **REJECTED ITEM:** Any item recommended for rejection by the U.S. Army Veterinary Representative or receiving activity shall be annotated on the invoice or delivery receipt. The Contracting Officer Representative shall negotiate on price adjustment for quality or short shelf life defect as requested by receiving activity based on the U.S. Army Veterinary Representative inspection results. Replacements shall be coordinated with the Contracting Officer Representative as requested by the receiving activity.

8. **FOREIGN ORIGIN PRODUCTS:** Foreign establishments DO not have to be Directory listed if the prepackaged finished items they produce are imported by distributors or brokers into the continental United States, Hawaii or Alaska for sale to U.S. Armed Forces. This exemption Does not apply to establishments importing food directly into the U.S. territories of American Samoa, Guam, or the Mariana Islands without entering the continental United States, Hawaii or Alaska.

9. **CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD:** See Appendix A below.

SECTION II. QUALITY ASSURANCE PROVISIONS BY ITEM

1. **DAIRY PRODUCTS:**

a. Milk products shall be from approved sources and meet the raw, pasteurized, bacteriological and chemical requirements of the United States Public Health Service (USPHS) Publication 229 (Grade A Pasteurized Milk Ordinance). Frozen deserts and novelties shall be from approved sources in accordance with applicable military or local specifications or in the absence of applicable specifications, good manufacturing practice. Bacteriological and chemical testing may be accomplished at origin or destination. The U.S. Army Veterinary Representative shall submit non-conforming results to the Contracting Officer and provide a copy furnished to the contractor with a letter of explanation. The letter shall inform the contractor that unreliable quality controls may result in suspending further deliveries in accordance with NAVSUPINST 4355.6A/AR 40-70. NAVSUPINST 4355.6/AR 40-70 sets forth the microbiological testing program and suspension procedures for dairy products.

b. Temperature on delivery: Fresh dairy products shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C). Frozen products shall be delivered at 0^{o}F (-18^{o}C) or below.

c. Cheese Related Products:

(1) Soft cheeses such, as mozzarella, natural provolone, cream cheese, and etc., shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C).

(2) Hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, etc., shall be delivered between 32^{o}F and 50^{o}F (0^{o}C and 10^{o}C).

2. **FRESH FRUITS AND VEGETABLES (FF&V): See Appendix A.**

a. All FF&V shall be freshest product available. FF&V shall have eye appeal and shall be a minimum of 90% free from quality defects and 100% free of decay or loss. The Contracting Officer Representative shall negotiate a downward price adjustment for quality defects based on the U.S. Army Veterinary Representative inspection results and confirmed by receiving activity.

b. FF&V shall be delivered in an enclosed vehicle, equipped to maintain the temperature required for the type of FF&V. Mixed loads of FF&V shall be between 35^{o}F and 55 °F (2^{o}C and 12^{o}C).

c. FF&V such as bananas that are sensitive to ethylene oxide shall not be palletized and wrapped with items that are ethylene oxide producers such as apples. Plastic wrapped around the product inside the boxes shall be removed to allow air circulation.

d. Fresh mushrooms shall not be packaged airtight. Packages that are wrapped in plastic shall have air hole cut into plastic 1/8 inch in diameter or larger.

e. FF&V such as bananas, potatoes and onions that are sensitive to chill damage shall be delivered without refrigeration or not less than 56 °F (14°C). FF&V delivered in an open flatbed vehicle shall be protected with a tarp.

f. For repacked FF&V, the recycled boxes shall be clean and odorless; weigh not more than 45 pounds, (20 kilograms); labeled with the name and weight of the item on two adjacent sides of the box and legibly handwritten or printed.

3. FROZEN MEAT AND POULTRY

a. Unless otherwise requested, all frozen meat and poultry products must be USDA inspected or USDA certified. They must be listed in one of the following publications: "Meat and Poultry Inspection Directory", or "Directory of Sanitarily Approved Food Establishment for U.S. Armed Forces Procurement. ".

b. Temperature at delivery shall be 0°F (-18°C) or below. If the product is frozen to the point that a bimetallic thermometer cannot be pushed into the product and there does not appear to be significant surface thawing or crystallization the product shall be considered acceptable. These factors shall be considered due to the lack of proper equipment for drilling frozen item.

c. Age at delivery in the frozen state:

(1) Beef shall be delivered no more than 12 months after the date of pack.

(2) Poultry shall be delivered no more than 12 months after the date of pack.

(3) Pork shall be delivered no more than 12 months after the date of pack.

(4) Lamb and veal be delivered no more than 12 months after the date of pack.

NOTE: If the manufacture, slaughter or expiration date is stamped, not embossed on the box, the Health Certificate from origin shall be available for verification by the inspecting U.S. Army Veterinary Representative.

4. FROZEN WATERFOODS:

a. Temperature at delivery 0°F (-18°C) or below and shall be checked using the guidance reference previously in paragraph II.3.a.

b. Age at delivery in the frozen state:

(1) Seasonal packed items shall be delivered no more than 12 months after the date of pack.

(2) Oysters shall be delivered within 6 months of shucking/freezing.

(3) Shrimp shall be delivered within 180 days, of packaging/freezing.

c. General Guidance: All items shall be delivered in excellent condition, practically free of parasites, and show no evidence of mishandling.

5. SHELL EGGS:

a. Shell eggs shall be cleaned and free of damage (broken, cracked, leaker, etc.,). The U.S. Army Veterinary Representative shall recommend rejection of eggs with excessive dirt or feces.

NOTE: A small quantity of dirt is allowed on eggs delivered from plants that are only approved for unwashed eggs, small defined as having relatively little size or slight dimension.

b. Fresh shell eggs delivered directly from the farms within 48 hours of production may be delivered in unrefrigerated vehicles that are covered. The vehicles must meet all the requirements listed in Section I, par. 2. Boxes shall be marked with the date of production with the vendor's name and address.

c. Chilled fresh shell eggs that are procured from food distributors shall be delivered in refrigerated vehicles and shall be delivered within 15 days from the date of packaging. Internal temperature of eggs at delivery must be 41°F (5°C) or below.

6. **BAKERY PRODUCTS:**

a. Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined.

b. Bakery products shall be delivered within 48 hours from the date of production. Frozen bakery products shall be delivered within 6 months from the date of production, (SL 12 months), and in a refrigerated truck with a temperature of 0°F (-18°C).

SECTION III. SPECIFIED ANCHORAGE DELIVERIES

1. Due to the special circumstances associated with anchorage deliveries, the following exceptions are authorized, but shall not relieve the contractor or the BPA holder of any other requirements in the Quality Assurance Provisions unless specifically listed below:

a. Dairy products may be delivered in non-refrigerated containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. When a refrigerated unit is not used, the dairy products shall be packed in special containers that hold multiple units of product (bi-wall/tri-wall boxes), with dry ice based on the product weight to maintain internal temperature of 41°F (5°C). The special container shall be packed to allow air circulation within. Dairy products shall be given the highest priority for loading/off-loading upon receipt.

b. FF&V may be delivered in unrefrigerated containers in the most expeditious manner to ensure the least amount of exposure to high temperatures.

c. Miscellaneous frozen products may be delivered in non-freezer containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. Frozen items shall be packed with dry ice based on the product weight to maintain frozen state. The special container shall be packed to allow air circulation within. Although slight temperature deviations may occur, proper packaging and sufficient quantities of dry ice shall preclude excessive temperature deviations and thawing. Any item showing sign of thawing shall be rejected.

2. Although special considerations are authorized in anchorage deliveries, no exceptions have been authorized or shall be accepted for reduced sanitary standards, including the sanitation of the vehicles, boats, and shipping containers. The reuse of containers to transport products with dry ice is authorized as long as the container is sanitary and serviceable.

3. No deviations to these Quality Assurance Provisions are authorized without prior written approval from the Contracting Officer and U.S. Army Veterinary Representative. Deviations shall be granted prior to quotes being accepted and only for the particular delivery in question.

APPENDIX A, PERISHABLE FOODS, TO ATTACHMENT 12 (QA PROVISIONS)

The following are requirements that apply to this contract:

PERISHABLE SUBSISTENCE COMPATABILITY GROUPS
(Extracted From DLAM 4145.12/ TM 38-400, April 1994)

Group 1

Temperature: 32° to 34°F (1° to 1°C).
Relative humidity: 90 to 95 percent.
Atmosphere: Normally used on berries and cherries only -10 to 20 percent CO_2.
Ice: Never in contact with commodity.

Note: Most members of this group not compatible with Group 6a or 6b because ethylene production by Group 1 can be high, and thus harmful to members of Group 6a or 6b.

Apples (except those varieties listed in Group 3)
Apricots
Berries (except cranberries) Cherries.
Figs (not with apples, danger of odor transfer to figs; also see Group 6a)
Grapes (not fumigated with surfer dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages).
Peaches
Pears
Persimmons Plums and Pomegranates
Quinces

Group 2

Temperature: 55^{o} to 65^{o}F(13° to 18°C)
Relative humidity: 85 to 95 percent.
Ice: Never in contact with commodity.
Avocados
Bananas
Eggplant {also see Group 5)
Grapefruit [1]
Guava

Limes
Mangoes
Muskmelons, other than cantaloupes
Casaba
Crenshaw
Honey Dew
Persian
Olive, fresh
Papayas
Pineapples {not with avocados, danger of avocados' odor absorption)
Tomatoes, green
Tomatoes, pink {also see Group 4)
Watermelons (also see Group 4 and 5)

Group 3

Temperature: 36° to 41°F (2°to 5°C).
Relative humidity: 90 to 95 percent: cantaloupes about 95 percent.
Ice: In contact with cantaloupes.
Apples (Grimes Golden and Jonathan (both, certain areas), Yellow Newton (California) and Mclntosh
Cantaloupes
Cranberries
Lemons [1] (use 50 to 55°F for more than a month)
Lychees (also see Group 4)
Oranges 1(Florida or Texas)
Tangerines

Group 4

Temperature: 40° to 45°F (4° to 7°C): beans 38° to 42°F (3° to 6°C).
Relative humidi1y: About 95 percent
Ice: Never in contact with commodity.
Beans snap
Lychees (also see Group 3)
Okra
Oranges [1] (California or Arizona)
Pepper; green (not with beans)
Pepper, red (if with green peppers, temperature adjusted toward top of range)
Squash, summer
Tomatoes, pink (also see Group 2)
Watermelons (also see Groups 2 and 5)

Group 5

Temperature: 50° to 55°F (10° to 13°C): ginger not below 55°F.
Relative humidity: 85 to 90 percent.
Ice: Never in contact with commodity.
Cucumbers
Eggplant (also see Group 2)

Ginger (not with eggplant, also see Group 7)
Potatoes (late crop)
Pumpkin and Squashes, winter
Watermelon (temperature adjusted for other members of the group; also see Groups 2 and 4),

Group 6a

This group, except for figs, grapes and mushrooms, is compatible with Group 6b
Temperature: 32° to34°F (0° to 1°C)
Relative humidity: 95 to 100 percent.
Ice: Never in contact with asparagus, figs, grapes, and mushrooms
Artichokes
Asparagus
Beefs, red
Endive and escarole
Figs (also see Group 1)
Grapes (not furnished with sulfur dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages)
Greens
Leek (not with figs or grapes)
Lettuce
Mushrooms
Parsley
Parsnips
Peas
Rhubarb
Salsity
Spinach
Sweet Corn
Watercress

Group 6b

This group is compatible with Group 6a, except for figs, grapes and mushrooms.
Temperature: 13°to 13°F (0° to l°C)
Relative humidity: 95 to 100 percent
Ice: Contact acceptable for all
Broccoli
Brussels sprouts
Cabbage
Cauliflower
Celeriac
Celery
Horseradish Kohlrabi
Onions green (not with rhubarb. Figs, or grapes; probably not with mushrooms or sweet corn)
Radishes
Rutabagas
Turnips

Group 7

Temperature: 5° to 65°F (13° to 18°C)
Relative humidity: 85 to 90 percent.
Ice: never In contact with commodity.
Ginger (also see Group 5)
Potatoes, early crop (temperatures adjusted for others)
Sweet Potatoes

Group 8

Temperature: 32°to 34°F (0° to 13°C)
Relative humidity: 65 to 70 percent.
Ice: never in contact with commodity.
Garlic
Onions dry

[1] Citrus fruits -Biphenyl fungicide may impart off odors to other commodities

The above information was extracted from Lipton, W.J. and J. M. Harvey, Compatibility of Fruits and Vegetables During Transport in Mixed loads, US Department of Agriculture Research Service, ARS51- 48 (September 1972).

Appendix B - CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD

Microbiological criteria for dairy products[1,2]

Product(s)	Standard Plate Count (SPC) (See notes 3&4)	Coliform count (See note 4)	combined yeast and mold count (See note 4)	Preliminary incubation count (See note 5)
Aseptically processed and packaged Milk and milk products	0 per ml (See notes 6&7)		0 per ml (See note 6)	0 per ml (See note 6)
Buttermilk and acidophilus milk			10 per gram	
Cottage cheese			10 per gram	10 per gram
Cream, sour cultured			10 per gram	10 per gram
Grade A pasteurized milk and milk products	20,000 per ml		10 per ml	200,000 per ml
Ice cream products, flavored, fruit and / or nuts	50,000 per gram		20 per gram	
Ice cream products, vanilla and plain flavored	50,000 per gram		10 per gram	
Frozen dessert mix:				
Vanilla flavor	50,000 per gram		10 per gram	10 per gram
other flavors	50,000 per gram		20 per gram	10 per gram
Yogurt, chilled			10 per gram	
Yogurt, frozen, plain			10 per gram	
Yogurt, frozen, flavored			20 per gram	
Yogurt, soft serve mix			10 per gram	

Notes:

1. Phosphates as specified in the PMO.
2. Products shall be free of antibiotic or pesticide residues or below the action levels established for such residues by the applicable Federal Regulatory Agency. Antibiotic residue testing shall be by the method described in the

PMO. Examinations and test to detect adulterants, including pesticides, shall be conducted by methods recognized by the applicable Federal regulatory agency.

3. Not applicable to cultured products.
4. All counts are maximum allowed standards.
5. Samples must be received within 72 hrs of pasteurization. Preliminary incubation test is used as a determination of keeping quality.
6. Nonconformance's will be considered an imminent health hazard.
7. Either aerobic or anaerobic SPC.

Microbiological criteria for Environmental Swabs[1,2]		
ATP (RLU) Counts	Aerobic Plate Count (APC)	Coliform Count
Environmental swab See Note 3	100 per 50 sq cm	10 per 50 sq cm

Notes:

1. Microbiological counts can be used as an index for evaluating the sanitation status of processing equipment and the facility.
2. All counts are maximum recommended limits.
3. Relative Light Units (RLU) are directly correlated to log cfu/sq cm . RLU maximum tolerances are dependent upon the manufacturer of the ATP bioluminescence reader. Follow manufacturer's instructions for RLU limits.

Microbiological criteria for Fish, fresh or frozen, including shellfish		
Counts[4]	m	M
Aerobic Plate Count (APC)	5,000 per gram	1,000,000 per gram
E. coli	10 per gram	500 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Vibrio parahaemolyticus [1]	10 per gram	100 per gram
Vibrio vulnificus[2,3]	Zero (0) Tolerance	
Salmonella[2]	Zero (0) Tolerance	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Used for oysters and fish designed to be consumed raw.
2. No viable pathogen in a 25 gram sample.
3. Limit is established as non-detectable depending on method used and detection limit.
4. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Fruit Juice, Fresh or Frozen				
	Standard Plate Count (SPC) [3]		Coliform count	Combined Yeast and Mold count
Product(s)	m	M		
Aseptically processed juice[1]	0		0	0
Pasteurized Juice[2]		20,000 per ml	20 per ml	200 per ml
Non-Pasteurized Juice[4]	50,000 per ml	100,000 per ml		

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Must be labeled as aseptically processed and process must be verified.
2. Must be labeled as pasteurized.
3. Plate count limits for juices, except for aseptically processed juice, are used as a quality indicator and may assist in determining keeping quality and/or shelf life.
4. Non-pasteurized juice is not approved for US Armed Forces Procurement.

Microbiological criteria for Kimchee [1,3,4]		
Counts [9]	m	M
Coliform (MPN)	10 per gram	
Clostridium perfringens	100 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram

Pseudomonas ssp [7]	200 per gram	
Streptococcus ssp [7]	10 per gram	
Listeria monocytogenes[8]	0	
Salmonella ssp[2,8]	0	
Vibrio ssp[5,8]	0	
Salt %	$\geq$ 2.5/wt	$\leq$ 3.5/wt
pH	$\geq$ 4.2	$\leq$ 4.7
Polygalacturonase [6]	Negative	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Products containing monosodium glutamate (MSG), nuts or nut oils must be labeled appropriately to reflect potential allergenic contents.
2. Only for varieties containing meat or poultry, sprouts, watercress or melon.
3. Varieties of Kimchee include, but are not limited to: Vegetables: winter, spring, cucumber, wrapped, Yolma, Chang, radish (Nabak), white (Pak), western-cabbage, pony-tail radish (Chonggak), eggplant, green onion, pumpkin, spinach, leek, green pepper; Chanachi: radish, green pepper, cucumber, garlic cabbage; Kaktagi: radish, radish and oyster Kaktuki; Tong Chimi;: radish tongchimi; Shikhae: chicken, andong, Alaskan Pollock shikhae.
4. All Kimchee products must be delivered and stored refrigerated with a definitive shelf life marked on each container.
5. Only for varieties containing fish or seafood ingredients.
6. Polyglacturonase activity is an indicator of overripening and spoilage, inferring the possible presence of Bacillus subtilus, Saccaromyces fragilis, Candida pseudotropicalis, Oospora lactis, Asperfillus ssp., and Penicillium ssp.
7. Excessive acidification may be due to high counts of these organisms; this is an indicator of very poor quality product.
8. Zero tolerance pathogens.
9. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Retail Ground Beef, Beef Trimmings, Ground Pork , Poultry (Chilled or Frozen)		
Counts	m	M
Aerobic Plate Count (APC)	100,000 per gram	1,000,000 per gram
Fecal Coliform	50 per gram	500 per gram
Total coliform	100 per gram	1,000 per gram
E. coli	10 per gram	< 110 per gram
Coagulase Positive Staph	<100 per gram	500 per gram
Salmonella species	Zero (0) Tolerance[1]	
E.coli O157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.

M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.

Microbiological limits for Sandwiches, Prepared Salads and Spreads, Bagged Salad, and Cut Vegetables [4]		
Counts[3]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli most probable number (MPN)	3 per gram[2]	10 per gram
Coliform (fecal)	10 per gram	100 per gram
Yeast and mold count	200 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Campylobacter jejuni	Zero (0) Tolerance[1]	
Salmonella species	Zero (0) Tolerance[1]	
Listeria moncytogenes	Zero (0) Tolerance[1]	
E. coli 0157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that "M" are of marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. No viable pathogen in a 25 gram sample.
2. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
3. Products may not be examined for all microbial characteristics as listed above. Contact laboratory if specific tests are required.
4. Tuna, chicken, ham and egg salads are tested the same, regardless whether on bread or submitted in tubs, buckets or other retail containers.

Microbiological criteria for Soft Serve Ice (cream) Milk and Soft Serve Yogurt at the retail/user level[2]		
Counts	m	M
Standard plat count [1]	50,000 per gram	250,000 per gram
Coliform	10 per gram	100 per gram
Combined Yeast & Mold		100 per gram

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

Standard Plate Count (SPC) does not apply to yogurt products.
Soft serve and Yogurt machines.

Microbiological limits for Tofu		
Counts[2]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram coli (MPN)
<3 per gram	10 per gram	
Staphylococcus aureus	100 per gram	1000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
Yersinia entercoliticus[1]	Zero (0) Tolerance[1]	

Legend:
m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. Products may not be examined for all microbial characteristics as listed above.

Microbiological and Chemical criteria for Bottled Water[1] and Vending Machine Water[2] and Ice		
Counts	m	M
Coliform	0 per 100 ml	
Coliform (bottled water)	0 per 250ml	
Heterotrophic Plate Count [5]	1000 per ml	100,000 per ml
Pseudomonas aeruginosa	Zero (0) Tolerance	
Flouride[2]		
Arsenic[2]		
Trihalomethanes[2]		
Chlorine[2]		
Dissolved Solids[4]		
Silver [3]	None Detectable	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Bottled water is tested IAW the specific limits set forth by the Code of Federal Regulations (CFR) and current Environmental Protection Agency (EPA) regulations.
2. Vending machine water requirements are from the Association of Food and Drug Officials Model Code, 1997; Ice standards are derived from the International Packaged Ice Association. These are the minimum tests required for Vending Machine water.
3. Current published regulatory limits apply.

4. Only those machines utilizing silver impregnated carbon filters. Dissolved solids measurements are for vending machines labeled "Purified".
5. Ice and water derived from well water or surface water sources marketed at retail have higher allowable HPC limits. See current guidelines established in the CFR.

Microbiological criteria for Retail/User level Pre-packaged Deli and RTE Products[4]					
Product(s)	APC[3]	Listeria spp.[2]	Salmonella[2]	Coliform[2]	E.Coli O157:H7
Luncheon Meats, frankfurters, Beef, poultry & pork	Zero (0) Tolerance	Zero (0) Tolerance	10/g		Zero (0) Tolerance
Cheese, soft and hard	Zero (0) Tolerance	Zero (0) Tolerance	100/g		Zero (0) Tolerance
Pasteurized, liquid, frozen or Dried egg	Zero (0) Tolerance	Zero (0) Tolerance	100/g		Zero (0) Tolerance
Pizza topping (meat & cheese)	Zero (0) Tolerance	Zero (0) Tolerance	100/g		Zero (0) Tolerance
Dried meats sticks, jerky [1]	Zero (0) Tolerance	Zero (0) Tolerance	10/g		Zero (0) Tolerance

Notes:
1. Yeast and mold combined count should not exceed 100 /g.
2. No viable pathogen in a 25 gram sample. All counts are maximum allowable limits.
3. See Table Below for APC values in RTE Products.
4. Includes all like type/style products not otherwise listed.

Additional Microbiological limits for Commercial (Food Court Style) RTE Products[2,4]		
Counts	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli (MPN)	3 per gram [3]	10 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
E. coli 0157:H7[1]	Zero (0) Tolerance[1]	
Campylobacter jejuni	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. This table is primarily designed for hot food lines.
3. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.

4. Products may not be examined for all microbial characteristics when submitted. These values are primarily used when conducting food borne illness investigations and overall quality characteristics.

PART VI - Summary of Directory Listing Requirements

Federal Supply Class (*Note 1)	Listing Required	Listing Not Required
8905 (*Notes 2, 3)	All fish, meat, poultry, and shellfish, including: Buffalo meat. Fish, canned. Fish, fresh or fresh smoked, modified atmospheric packaged. Fish, fresh or frozen, packaged. Herring, pickled. Quail. Rabbits. Salmon, smoked. Squid.	Crabs, live. Crawfish, live. Fish, fresh or frozen, whole and/or eviscerated, head on or off, unscaled, unpackaged. Lobster, live. Shrimp, fresh or frozen, whole or head off.
8910 (*Notes 4, 5)	All dairy foods and eggs, including: Cream, sterilized. Creamer, coffee, dairy. Dairy soft serve mixes. Desserts/puddings, frozen. Egg nog, canned. Egg substitutes. Italian ices. Topping, real cream. Yogurt, fresh or frozen.	Chocolate drink mix, non-dairy. Powdered dairy mixes. Toppings, non-dairy.
8915 (*Note 7, 8)	All pre-cut pre-packaged minimum processed fresh fruits and vegetables. Kimchee. Mushrooms, whole and sliced. Salads, non-meat, with or without dressing (not USDA listed). Vegetable sprouts. Fruit juices and nectars, refrigerated.	All unprocessed fruits and vegetables. Olives. Fruit juices and nectars, shelf stable or frozen concentrate.
8920 (*Notes 6, 9)	Bakery and cereal products (baked and unbaked, fresh and frozen), specifically: Croissants. Doughnuts Egg roll wrappers. Flour and corn tortillas. Wet pasta (noodles). Pastries. Pies. Soft pretzels. Won ton wrappers. Filled bakery items.	All other bakery products, including: Bagels. Batter mix, dry. Biscuits, canned. Breads, rolls, and buns. Cake mix, dry. Cakes, unfilled. Cookie mix, chilled or dry. Cookies, unfilled. Crackers. Cupcakes, unfilled. Dough, frozen or chilled. Dumplings, frozen. English muffins. Flour.

		Fruitcakes. Melba toast. Muffins Pancake batter, frozen. Pancake/waffle mix. Pasta, dry (noodles). Pizza crust. Taco shells. Toaster pastries. Pie crusts, unfilled. Waffles, frozen.
8925		All confectionery, nuts, and sugars.
8930		All jams, jellies, and preserves.
8935		Bouillon and soups.
8940 (*Notes 2, 3, 4, 5, 10)	Dietary foods and specialty preparations, specifically: Fish, meat, poultry, dairy, egg, and shellfish products. Pickled eggs. Frozen dinners. Pudding novelties, frozen or chilled. Tofu.	All other dietary and specialty preparations, including: Baby formula, canned. Chips, nacho or potato. Creamer, coffee, imitation (non-dairy). Dips. Nacho cheese, canned. Nutri-why. Popcorn. Puddings, canned.
8945		Fats and food oils, including margarine
8950		All condiments and related products, including: Salad dressings. Mexican salsa)
8955		All cocoa, coffee, and tea.
8960	Beverages, nonalcoholic; specifically: Ice. Bottled water.	All other nonalcoholic beverages, including: Dry ice. Fruit drink mix containing no fruit juices.
8965		Non-MRE beverages, alcoholic.
8970 (*Note 2)	MRE food composite packages	Non-MRE composite food packages.
8975		All tobacco products.

*Notes:

1. For complete item listing within each class of the 8900 (subsistence) Federal Supply Class (FSC) Group, refer to Federal Supply Catalog C8900-SL, Stock List--FSC Group 89 Subsistence.
2. Meat and poultry establishments listed in the *USDA Meat and Poultry Inspection Directory* may serve as sources of meat and poultry items as indicated. These products must bear the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to meat or poultry inspection acts must also be Directory listed for those items.
3. Directory listing is not required for establishments on the Interstate Certified Shellfish Shippers List (ICSSL). Fish, fresh or fresh smoked, modified atmospheric packaged (when distributed in a chill state) must be Packed

Under Federal Inspection (PUFI) by the USDC or listed specifically in this Directory. Establishments supplying other fish products must be Directory listed unless listed by the United States Department of Commerce (USDC) in the *USDC Approved List of Fish Establishments and Products.*

4. Directory listing is not required for shell egg sources listed in the *Directory of Grading Offices and Plants Operating Under USDA Poultry and Egg Grading Programs*. Establishments listed in the *USDA Meat and Poultry Inspection Directory* for dried or liquid/frozen egg products may serve as sources for those products, as coded.
5. Establishments having a pasteurized milk compliance rating of 90 percent or higher, certified by a State milk sanitation officer, and listed in the *Sanitation Compliance and Enforcement Rating of Interstate Milk Shippers (IMS) List* may serve as sources of milk and milk products, as listed. Listing in this Directory is mandatory to serve as a source of other milk and milk products and/or frozen dessert items. Establishments listed in the *Dairy Plants Surveyed and Approved for USDA Grading Service* may serve as sources of manufactured or processed dairy products as listed by product code. Those operations denoted with "P" codes (packaging and processing) must be Directory listed when providing ungraded manufactured or processed dairy products.
6. Directory listing is not normally required for semiperishable and nonanimal origin ingredient sources for items such as ready-to-eat bakery products and ice cream.
7. Establishments processing ready-to-eat, chilled, and prepared non-meat salads (such as potato, egg, tuna, chicken, turkey, ham, bean, macaroni, or cole slaw) must be Directory listed.
8. Only pasteurized juices are authorized for purchase by the DOD.
9. Directory listing for natural and artificial cream or fruit filled pie crusts, cakes, and cookies is not required if the finished item will not support pathogenic microbial growth.
10. Establishments producing finished products containing less than 3 percent by weight components of animal origin may be exempted from Directory listing by the command publishing this Directory.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 19

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	28-May-2008	N4034507RCSG0030	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-07-D-0004
	X	10B. DATED (SEE ITEM 13) 07-Jun-2007

CODE QB341 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
MUTUAL AGREEMENT

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssns010817928

Extension of performance of services

1. The purpose of this modification is to extend the performance date and to revise the OOTW language sert forth in the above-numbered contract.
2. The revised language under OVERVIEW and STATEMENT OF WORK (SOW) are high-lighted in yellow.
3. Replace the pages with the attached conformed contract.
4. There is no change in the price of the contract as a result of this modification.
5. All other terms and conditions shall remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	27-May-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM
The order period end date 31-Aug-2008 has been added.
The order period start date 07-Jun-2008 has been added.

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:
STATEMENT OF WORK
STATEMENT OF WORK (SOW)

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 1 – Classifications of Navy Ships)

1.1 PRE-ARRIVAL HUSBANDING DUTIES.

1.1.1. The Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The Contractor shall order requested services and supplies.

1.1.3. Pre-arrival CRAFT Cost Estimate - The Contractor shall furnish to each ship and FISC Detachment Singapore Contracting Officer a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship and the Contracting Officer within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship’s arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated “additional” costs.

1.1.4. These estimates shall be provided for all US Navy, Military Sea-lift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the Husbanding Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U. S. Defense Attaché’s Office.

1.1.6. The Contractor shall prepare and stage all required supplies and equipment prior to the ship’s arrival. Staging may be as required by each location.

1.1.7. The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

1.1.8. The Contractor shall assist the ship’s Advance Party to include planning and coordination meetings.

1.2. POST-ARRIVAL HUSBANDING DUTIES

The Contractor shall Husband the ship when at the berthing location.

1.2.2. The Contractor shall install all equipment upon ship arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The Contractor shall brief the designated ship representative about Contractor provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. Also, the Contractor will provide their POC information with 24 hour contact phone numbers.

1.2.5. The Contractor shall provide the SUPPO upon ship's arrival a copy of The Schedule and SOW, applicable port tariffs and current prices for frequently ordered services such as laundry services and vehicle rental.

1.2.6. Money Exchange Services:

1.2.6.1. The Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. This Official Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.6.2. The Contractor shall arrange for authorized moneychangers to exchange ship personnel U.S. dollars with local currency. Exchange services onboard ship shall be made available to crewmembers at least two hours daily with buy back service on the day before the ship's departure. The moneychangers may include a nominal commission of no more than plus or minus 1.5% difference from the Official Rate above.

1.2.7. Laundry Services:

1.2.7.1. The Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure.

1.2.7.2. The Contractor shall assist in resolving vendor billing discrepancies.

1.2.8. Interpreter Services:

1.2.8.1. All contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port.

1.2.8.2. The Contractor is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered by the Supply Officer under this contract or any other contract.

1.2.9. Mail Delivery Services: The Contractor shall provide mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

1.2.10. Moral Welfare and Recreation (MWR) Services:

1.2.10.1. The Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) contractor servicing the ship.

1.2.10.2. If an ITT contract has been awarded which covers Tonga then the HS Contractor must refer all MWR requests to the authorized ITT contractor. If awarded, the ITT contractor is the U.S. Navy's sole representative for this service. Only MWR may sell, offer, offer to sell, or collect a fee for booking or providing accommodation, tours, travel, recreation or entertainment to the ship's crew. Under no circumstances will the Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

1.2.11. Passing Ship's Orders: The Contractor shall coordinate and pass orders, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts. This service includes all necessary actions to facilitate the acceptance of supplies or services ordered under Government contracts. The HS Contractor shall also arrange for these contractors invoicing and payments by the ship. The HS contractor must have a mutual agreement with the other contractors to perform these services for them. Any disputes or discrepancies arising from the order will be resolved directly between the ship and the other contractor(s) with assistance from the HS Contractor and FISC Detachment Singapore.

1.2.12. Customs & Immigration: The Contractor shall assist ship personnel with immigration and customs requirements into their country. This includes providing Visa and Customs application forms. The Contractor shall contact the FISC Detachment Singapore prior to arrival to ascertain how many personnel will require assistance.

1.2.13. The Contractor shall facilitate the ship's timely departure.

1.2.13.1. The Contractor shall provide a timely cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.13.2. The Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided.

1.2.13.3. The Contractor shall remove all provided equipment.

1.3. ARRANGING SUPPLIES AND SERVICES

When requirements exist for items not priced in the Schedule of Supplies and Services, the Contractor shall assist the Supply Officer of the vessel in obtaining information from, and delivering information to, reliable sources for these items by identifying responsible sources, performing market surveys, providing pricing information from at least three sources whenever feasible, and delivering Government orders. In obtaining or delivering this information, the Contractor shall inform the potential sources that it is solely obtaining and delivering information for the U.S. Navy, and is not entering into any contractual commitment. The information obtained shall be submitted to the ship's Supply Officer and courtesy copy to FISC Detachment Singapore Contracting Officer who shall issue appropriate contractual documents. The Contractor shall deliver to the vendor the Supply Officer's or Contracting Officer's order to purchase the supplies or services. This order shall be in writing (facsimile and electronic transmission included) and signed by the Supply Officer or Contracting Officer specifying the price, item(s), quantity, and delivery requirements of the order. The Contractor shall facilitate receipt of the items by the ship. The Contractor is not required to arrange unofficial requirements or personal requests from individual crewmembers. In certain cases (i.e. Fuel, FF&V, Bread and Eggs) the Contractor shall use the SOWs furnished herein when arranging supplies and services.

In the event the above process cannot be followed by the Supply Officer, the Contractor is still responsible for promoting competition to the maximum extent practicable to obtain supplies and services from the source whose offer is the most advantageous to the Government. In addition, if the supply or service required is greater than $3,000, the Contractor shall provide information on the results of competition conducted by providing: name of the sources contacted, amount of each offer received (indicating the items ordered, quantity, unit price and total price) and rational for decision. This information must be provided to FISC Detachment Singapore Contracting Officer during the ship visit or no later than 7 days after the ship's departure from the visited port. The Contractor's responsibility to promote competition as indicated in this paragraph will be evaluated based on the criteria established in Section B1, Overview, paragraph 15, Standards for Professional Service; sub-paragraph 15.1 and 15.2.

No later than 60 days after contract award, the Contractor is required to submit written policy and procedures on Arranging Supplies and Services (to include purchasing procedures). The Contracting Officer will review the plan for acceptability, and may require revisions to the policy. When the Contracting Officer deems the written policy and procedures acceptable to the Government, the Contracting Officer will approve the plan.

1.4. FRESH FRUITS AND VEGETABLES (FF&V), BREAD, EGGS, AND OTHER SUBSISTENCE ITEMS

1.4.1. When requested by the ship, the Husbanding Contractor shall assist in arranging for the timely provision of FF&V, Bread and Eggs and other subsistence items. FF&V shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using nightsoil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. The Husbanding Services Contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars (Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Any delivery charges shall already been part of the price and should not be shown separately.

1.4.2. In all cases where the total cost of FF&V and subsistence items received by a ship exceeds $10,000.00 for a port visit, the Contractor, in addition to the CRAFT reports, shall submit a report via e-mail to FISC Detachment Singapore within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the Contractor shall provide copies of all quotes obtained.

1.4.3. The Husbanding Contractor is responsible for ensuring that the sources recommended to the ship's SUPPO for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection is provided as Attachment 8.

1.4.4. Husbanding Contractors shall consider this requirement for inspection of sources when recommending or selecting suppliers of subsistence items. Under no circumstances should the Contractor recommend or offer for acceptance subsistence items from non-approved sources.

1.4.5. The Contractor shall comply with the Quality Assurance Provisions as per Attachment 9.

1.5. PRE-SAILING VISIT: The Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor's best estimate and an adjustment will be made later.

1.5.1. The payment will be made by the ship prior to departure from the port. If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Officer, U.S. Navy Region Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury check. The Contractor must accept the U.S. Government commercial purchase card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPC is the Mastercard. If a ship uses a U.S. Government credit card, the ship shall reimburse the Contractor any surcharge imposed by the financial institution processing the credit card transaction. The applicable credit card surcharge cannot exceed three (3) percent. Upon award of contract, the Contractor shall provide evidence furnished by theFinancial Institution of the credit card surcharge.

1.5.2. The Contractor shall also provide any invoices for port tariff items which have been completed for certification by the ship's Supply Officer.

1.5.3. Copies of all invoices presented to the ship shall be provided to FISC Detachment Singapore Contracting Officer within 5 working days from the departure of the visiting vessel.

1.5.4. The Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for this information shall be the Command Duty Officer, Supply Officer, or his designated representative.

2. OPERATIONS OTHER THAN WAR (OOTW)/CONTINGENCY OPERATIONS AND DISASTER RELIEF FEES (CLIN XX36)

2.1. Operations Other Than War (OOTW), sometimes referred to as "contingencies", are defined as emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. In addition to rescue and humanitarian relief missions, military contingencies can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property; training efforts and exercises in preparation for actual contingencies shall also be included.

2.2. An exercise is defined as a prearranged, preplanned evolution being conducted between the U. S. Government and a foreign nation for Humanitarian, training, or other purpose of a specified duration. The name of the event will generally, but may not always, include the word "exercise."

2.3. Logistic Support is defined as goods and services provided in a background framework to an operation or an exercise. Logistics Support can take place in the immediate vicinity of the operation/exercise or a great distance away.

2.4. An operation can be further defined as an unplanned, real world deployment of troops for an indefinite period of time. It can include Non-combatant Evacuation Operations (NEO's).

2.5. The Navy's Husbanding Contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a country wide network familiar with the different political and commercial infrastructures, as well as cultural and language nuances where the OOTW and/or Exercise/ Logistic Support is conducted to ensure timely fulfillment of the Navy's requirements. In addition to the above, the Contractor shall furnish personnel with the following qualifications:

2.5.1. ability to speak the local language in the country of the OOTW and/or Exercise/ Logistic Support
2.5.2. capacity to travel to the OOTW or forward logistic site within 24 hours of notification
2.5.3. current innoculation records
2.5.4. possess a valid up-to-date passport.

2.6. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours a day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. He is there to assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The Contractor shall ensure that sufficient personnel are available at each support location to effectively perform all necessary tasks. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

2.7. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the Contractor's Husbanding fees and CLINS shall apply.

2.8. A sample of the potential list of OOTW and/or Exercise/Logistic Support supplies and services is provided for contractor reference in Exhibit C. The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the Husbanding Contractor shall make every effort to locate at least three sources.

3. BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The Contractor shall place additional fenders between the breasting barge and the ship when requested.

3.3. The Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. BROW (CLIN XX04)

4.1. The Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not damage the surface of the pier.

4.2. Due to the dramatic height difference between the submarine deck and pier, the Contractor provided submarine brow must afford personnel a smooth and safe transit when entering or exiting thesubmarine deck. Also, the submarine brow must be capable of supporting shorepower cables without damaging the cable.

5. RESERVED - CAMELS (CLIN XX05) - The Contractor shall provide camels as fenders for the ship.

6. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX06)

6.1. The Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

6.2. The Contractor shall pump sewage from the ship to contractor-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

6.3. The Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

6.4. The Contractor shall provide CHT hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

6.5. When collection of CHT is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship.

6.6. The Contractor shall properly dispose of all sewage in accordance with Section B1 - OVERVIEW of the contract section, paragraph 15, Standards for Professional Services.

6.7. The Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements.

7. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX07)

7.1. The Contractor shall arrange for landlines to be installed aboard the ship.

7.2. The Contractor shall provide fully charged, mobile hand phones with chargers capable of using dual voltage. Each mobile phone provided shall include a spare battery and an operating manual/instruction with published rates for usage.

7.3. The Contractor shall provide activation, auto roaming, long distance accounts, and airtime for land and mobile hand phones.

7.4. The Contractor shall provide commercial telephone booth and sale of phone cards for personal use by crewmembers.

7.5. The Contractor shall provide pre-paid International Calling Cards for official use.

8. CRANE (CLIN XX08) - The Contractor shall provide cranes with operators, required assistant personnel (minimum two assistants), and support equipment such as slings, lifting bars, and nets. When ordered, the Contractor is required to provide mobile crane services (shore crane and floating crane) with operator. The Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

9. DOCKAGE AND WHARFAGE (CLIN XX09) - The Contractor shall provide pier and wharf usage.

10. RESERVED - FENDERS (CLIN XX10) - The Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

11. FLEET LANDING (CLIN XX11) - The Contractor shall provide a Fleet Landing site at designated piers. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct Force Protection (FP) operations. The Contractor shall ensure that this area is kept clean during the ship visit in port.

12. FORCE PROTECTION (CLIN XX12)

12.1. General (CLINs XX01 & XX02): The Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The Contractor must develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The Contractor must coordinate all aspects of FP planning and services with Port Authorities, HN agencies, and U.S. Embassy security staff. If the HN is supplying FP assets the Contractor must verify they are available and are scheduled to show up on time. The Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

12.1.1. Access Points: The Contractor shall establish a single entry and exit point to the pier area.

12.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

12.1.3. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

12.1.3.1. Background Checks. The Contractor shall run security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees who fail this background investigation.

12.1.3.2. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

12.1.3.3. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

12.1.4. Access Lists: The Contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

12.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

12.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

12.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

12.1.5. Inspections. The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

12.1.6. Stand-Off Distances:

12.1.6.1. Objects: The Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.1.6.2. Unloading Zones: The Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship or to the maximum extent practicable.

12.1.7. Warning Signs: The Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

12.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. A clear warning must be given that the use of deadly force may be authorized by the local security guards or police force.

12.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area & Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

12.2. Non-Contract FP Measures: The Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Detachment Singapore Contracting Officer. The Contractor must explain what the FP service will entail and why it is being required. The Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the Contractor will be either authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

12.3. Beach Guard Office or Tent (CLIN XX12AA)

12.3.1. The Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ships personnel while performing security checks on personnel, baggage, and vehicles.

12.3.2. The office or tent will be large enough to accommodate a minimum of five (5) people. Tents will have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The Contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 LB, CO_2 fire extinguisher will be provided and kept fully charged.

12.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

12.4. Dive and Vetting Operations (CLINs XX12AB & XX12AC)

12.4.1. The Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

12.4.2. The pier will be vetted prior to the ships arrival.

12.4.3. The Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

12.4.5. The Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

12.5. RESERVED - Floating Line of Demarcation (CLINs XX12AD THROUGH XX12AF)

12.5.1. The Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. Rather it is to help identify a safe standoff zone.

12.5.2. The Contractor shall comply with the specification of the FLD in Attachment 3.

12.6. Perimeter Fencing (CLIN XX12AG)

12.6.1. The Contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the Contractor will provide portable chain link fencing with vehicle and walk up entrances.

12.6.2. The perimeter fence provided by the Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved Entry Point: Entry available for vehicles and personnel.

12.7. Physical Security Barriers (CLINs XX12AH THRU XX12AL)

12.7.1. The Contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

12.7.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used. As well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

12.7.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zig zag patterns to control the speed of access.

12.7.4. A personnel entry point must be established through the barriers.

12.7.5. Barriers may also be used to seal off secondary Port gates.

12.7.6. All barriers must be placed prior to a ship's arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

12.8. Picket Boats (CLINs XX12AM & XX12AN)

12.8.1. The Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

12.8.2. The Contractor shall comply with Attachment 4 for picket boat operations and specifications.

12.9. Portable Latrine (CLIN XX12AP)

12.9.1. The Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

12.9.2. The Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

12.9.3. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

12.9.4. The Contractor shall clean latrines twice daily.

12.10. Portable Lighting (CLIN XX12AQ)

12.10.1. The Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Ports installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship.

12.10.2. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

12.11. Security Guards Services (CLINs XX12AR through XX12AT)

12.11.1. The Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

12.11.2. The Contractor shall comply with Attachment 5 for security guard operations.

12.11.3. All security shall be armed.

12.12. Two Way Radios (CLIN XX12AU) The Contractor shall provide two way radio sets capable of communicating with the ship, picket boats and to the shore patrol designated individuals.

12.13. RESERVED - Hand Held Explosive Detectors (CLIN XX12AV) - The Contractor shall provide hand held explosive detectors capable of detecting explosives.

12.14. Hand Held Metal Detectors (CLIN XX12AW) - The Contractor shall provide hand held metal detectors capable of detecing metal.

12.15. RESERVED - Walk Thru X-Ray Machine (CLIN XX12AX) & Metal Detector (CLIN XX12Y) - The Contractor shall provide walk thru X-ray Machine & metal detector capable of X-raying hand carried luggage and bags to determine its contents, and also capable of detecting metal. Equipment shall be manned by professionally trained operator to operate the equipment 24 hours a day.

12.16. Under Carriage Vehicle Scanner (CLIN XX12AZ) – The Contractor shall provide under carriage vehicle scanner to scan vehicle undercarriages.

13. FORKLIFT WITH OPERATOR (CLIN XX13) - The Contractor shall provide forklifts with operators for loading and unloading operations.

14. FUEL (CLIN XX14)

14.1. Normally, fuel is provided by the HN or by other U.S. Navy bunkering contracts. However, if those sources are not available, then the HS Contractor may be required to assist in obtaining the fuel. In that case, the Husbanding Contractor must comply with this paragraph and must ensure the attached specifications are met by the fuel provider.

14.2. If a ship requires the Husbanding Contractor to provide fuel, the Husbanding Contractor shall contact the bunkering contractor or HN source. If the HN or bunkering contractor can provide the fuel within the time needed, the Husbanding Contractor shall so inform the ship. However, if the HN or US Government bunkering contractor cannot deliver the fuel when required by the ship, the Contractor shall so inform the SUPPO or FISC Detachment Singapore and request approval to proceed. Only after this is done, may the Contractor arrange for fuel delivery.

14.3. The Contractor shall only charge fuel at the daily commercial fuel rate established by theh port or local authorities. The Contractor shall provide documentation of the daily rate to the SUPPO. The fuel price charged shall be free on board the ship whether at pier side or at anchor. Compensation for all husbanding efforts or costs associated with assisting in the acquisition and delivery of fuel (for instance, dealing with customs authorities) are included in, and otherwise covered by, the daily fixed husbanding services rates set out in the Schedule of Supplies/Services of this contract.

14.4. The Contractor shall provide fuel in accordance with Attachment 6 – Fuel Specifications.

14.5. The Contractor shall provide a fuel barge or truck to transport fuel to the ship.

14.6. The Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

14.7. The Contractor shall load the ordered fuel and transport to the ship. The Contractor shall transfer the fuel from the fuel barge or truck to the ship. The Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

14.8. The Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

15. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX15)

15.1. The Contractor shall remove and dispose of garbage and trash from the ship.

15.2. The Contractor shall provide dedicated refuse bins to the ship.

15.3. If collection is done by sea, the Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship.

15.4. The Contractor shall collect all loose refuse placed adjacent to refuse bins.

15.5. The Contractor shall immediately clean up any spilled refuse.

15.6. The Contractor shall properly dispose of all collected refuse.

16. LINESBOATS (CLIN XX16) - The Contractor shall provide Linesboats to assist in docking line handling operations.

17. LINE HANDLERS (CLIN XX17)

17.1. The Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier.

17.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

18. MANLIFT (WITH OPERATOR) (CLIN XX18)

18.1. The Contractor shall provide a manlift with operator and a full fuel tank.

18.2. The Contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning.

18.3. The Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The Contractor shall maintain documentation of ship personnel acknowledgement of the training.

19. MATERIAL HANDLING (CLIN XX19)

19.1. The Contractor shall provide material handling services for the ship. They will receive material shipped to them to include clearing customs, store the items, report the status of the items, deliver to the ship, and forward the items if unable to deliver.

19.1.1. The Contractor shall use counter-to-counter delivery and charge by each Bill of Lading.

19.1.2. All material shipped shall be labeled “SHIP’S SPARE IN TRANSIT”

19.1.3. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship’s arrival.

19.1.4. Shipping documents shall be labeled 'SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the Contractor.

19.2. The Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel.

19.3. The Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

19.4. The Contractor shall use forklifts and cranes from The Schedule.

19.5. The Contractor shall receive the package from the carrier and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

19.6. The Contractor shall deliver the package to the shp after arrival in port or the following morning.

19.7. The Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative or FISC Detachment Singapore.

19.8. The Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship.

19.9. The Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

20. MISCELLANEOUS

20.1. RESERVED - INTERPRETER SERVICES (CLIN XX20AA) - The Contractor shall arrange for interpreter/translator services necessary to assure timely delivery and performance of the supplies and services ordered by the SUPPO. The interpreter/translator shall be fluent in both spoken and written local language and English.

20.2. TOILET CLEANING (CLIN XX20AB)

20.2.1. The Contractor shall provide toilet cleaning three times daily at Clifford Pier.
20.2.2. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

21. OIL BOOMS (CLIN XX21)

21.1. The Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water.

21.2. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

21.3. The Contractor shall dispose all oil waste caught in the Oil Boom.

22. RESERVED - OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX22)

22.1. The Contractor shall remove oily waste and aggregate water from the ship.

22.2. The Contractor shall pump oily waste and aggregate water from the ship to Contractor provided equipment.

22.3. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed.

22.4. The Contractor shall provide hoses of sufficient length from contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

22.5. When removal is done via barge, the Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship.

22.6. The Contractor shall properly dispose of all oily waste and aggregate water.

22.7. The Contractor shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements.

23. RESERVED - PAINT FLOAT (CLIN XX23)

23.1. The Contractor shall provide paint floats to hold personnel painting the ship.

23.2. The paint float deck shall be between two (2) to three (3) meters above the waterline and the scaffolding shall be no higher than 3.5 meters from the deck.

23.3. The ship is responsible to secure the paint float to the ship if rented for more than one day.

24. PILOTS (CLIN XX24) - The Contractor shall provide qualified pilots to navigate the ship to and from the berthing locations.

25. POTABLE WATER (CLIN XX25) - The Contractor shall deliver fresh, potable water to the requesting ship in accordance with the current World Health Organization (WHO) Guidelines for drinking-water quality, located at http://www.who.int/water_sanitation_health/dwq/gdwq3rev/en/index.html, to the intake hose of the requesting ship suitable for showering, cooking and cleaning. Water availability shall be in accordance with the delivery schedule specified by the SUPPO. The ship shall test and determine acceptability of the water delivered.

26. RESERVED - PRATIQUE (QUARANTINE SERVICE) (CLIN XX26) - The Contractor shall provide First Port of Entry Clearance with the local authorities.

27. RESERVED - REEFER CONTAINER (CLIN XX27)

27.1. The Contractor shall provide reefer containers with power source for refrigerated storage.

27.2. The Contractor shall provide diesel generators with fuel and properly sized to operate reefers continuously. Generators shall emit sound levels of less than 84 decibels.

27.3. The Contractor shall make all power connections between the generator and reefer.

27.4. The Contractor shall operate the reefer at the temperature specified by the ship.

28. RESERVED - SHORE POWER (CLIN XX28)

29. RESERVED – SHORE STEAM (CLIN XX29)

30. STEVEDORE SERVICES (CLI XX30) - The Contractor shall provide stevedores and supervisors for general labor.

31. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX31)

31.1. The Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

31.2. The Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

32. TRANSPORTATION VEHICLES (CLIN XX32)

32.1. The Contractor shall provide vehicle service with qualified drivers for official government business.

32.2. The Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

32.3. The Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

32.4. The Contractor shall provide drivers who can speak and understand English clearly.

32.5. The Contractor shall provide only vehicles with air conditioning.

32.6. The Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

32.7. The Contractor shall return all items left in rental vehicles to the ship's SUPPO or to FISC Detachment Singapore if the ship has departed.

32.8. The Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

33. TUGS (CLIN XX33)

33.1. The Contractor shall provide tugs to bring ships to and from berthing locations.

33.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

33.3. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

33.4. If tugs are not available through the port authority, the Contractor shall use commercially available tugs.

34. WATER TAXIS (CLIN XX34)

34.1. The Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 7 – Water Taxi Specifications.

34.2. The Contractor shall return all items left in water taxis to the ship's SUPPO or FISC Detachment Singapore.

34.3. The Contractor shall obtain written acknowledgement of water taxi service by the ship’s duty officer onboard. Logs shall be used to document arrival and departure times.

35. CRAFT REPORT (CLIN XX35)

35.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit D - CRAFT.

35.2. The report shall be submitted to FISC Detachment Singapore Contracting Officer or FISC Detachment Singapore within seven (7) working days of each ship's departure.

36. OPERATIONS OTHER THAN WAR (OOTW)/CONTINGENCY OPERATIONS AND DISASTER RELIEF FEES (CLIN XX36) See paragraph 2 above also.

36.1. OOTW refers to a "Contingency operation" as that term is defined in FAR 2.101. In addition, for purposes of this contract, it refers to rescue and humanitarian relief missions, Non-combatant Evacuation Operations (NEO's), or an unplanned, real world deployment of troops for an indefinite period of time. The provisions of FAR Part 18, Emergency Acquisitions (effective 5 Jul 2006), apply in full to the OOTW requirements of this contract.

36.2. Logistics Support is defined as goods and services provided in a background framework to an operation. Logistics Support can take place in the immediate vicinity of the operation or a great distance away.

36.3. The Contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a network familiar with the local political and commercial infrastructures, cultural and lingual background, and business practice. In order to assist the Navy's response to OOTW, the Contractor shall furnish personnel with the following qualifications:

36.3.1. Ability to speak the local language where OOTW is being conducted.
36.3.2. Capacity to travel to the OOTW or forward logistic site within 24 hours of notification.
36.3.3. Current inoculation records.
36.3.4. Possess a valid up-to-date passport.

36.4. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours a day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. The Contractor shall assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The Contractor shall ensure that sufficient personnel are available at each supported location to effectively perform all necessary tasks. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

36.5. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the contractor's Husbanding fees and CLINS shall apply.

36.6. If an advance party arrives in a country for OOTW, the Contractor shall bill at the OOTW subsequent day rate. If the operation is on going, the Contractor shall bill the OOTW first day rate and then subsequent days. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the Contractor's services are ordered.

36.7. Regardless of location, OOTW support requests for other than the basic service under this CLIN for operations not associated with ships are exempt from the requirements portion of the contract.

36.8. A sample of the potential list of OOTW and/or Exercise/ Logistic Support supplies and services is provided for Contractor reference in Exhibit C. The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the husbanding Contractor shall make every effort to locate at least three sources and shall provide a copy of all documents to the Contracting Officer. In very unique time sensitive situations, the Contractor may be tasked to

source and provide a large variety of supplies and services on a very compressed delivery schedule in support of large scale operations like NEOs, etc or other real world events. In these unique situations, the requirement to document market research and source selections for supplies/services over $3000 is still mandatory.

36.9. An exercise is defined as a prearranged, preplanned evolution being conducted between the Government and a foreign nation for training or other purpose of a specified duration. The name of the event will generally, but may not always, include the word "exercise". It includes training efforts and exercise-like activity in preparation for actual contingencies.

36.10. The Contractor shall provide exercise and logistics support in the same manner as is provided for OOTW support.

36.11. Disaster Relief is defined as emergency operations or preparedness to support civil society to cope with natural or man-made disasters. Disaster relief is concerned with recovery efforts.

36.12. The Contractor shall provide disaster relief support in the same manner as is provided for OOTW support.

37. OOTW COST REPORT (CLIN XX37)

35.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for OOTW or each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The sample report format is provided in Exhibit D – CRAFT.

35.3. The report shall be submitted to FISC Detachment Singapore Contracting Officer or FISC Detachment Singapore within seven (7) working days of each ship's departure.

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 08-DEC-2007 TO 07-JUN-2008	N/A	SEE SCHEDULE . SEE SCHEDULE SEE SCHEDULE AP 96534 FOB: Destination	A00000

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 07-JUN-2008 TO 31-AUG-2008	N/A	SEE SCHEDULE . SEE SCHEDULE SEE SCHEDULE AP 96534 FOB: Destination	A00000

SECTION I - CONTRACT CLAUSES

The following have been modified:

52.216-21 Requirements. (OCT 1995) -- ALTERNATE I (APR 1984)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 Sep 2008.

(End of clause)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	20-Nov-2007	N4034507RCSG0030	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-07-D-0004
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 07-Jun-2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-8, Option to Extend Services

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssns01083900

To extend performance of husbanding services in Tonga.

1. The purpose of this modification is to extend the performance of the above-numbered contract through six (6) months, from 8 Dec 2007 through 7 Jun 2008 IAW the clause at FAR 52.217-8, Option to Extend the Services.
2. There is no price increase as a result of this modification.
3. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED 20-Nov-2007
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM
The NAICS code 561990 has been added.

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule for CLIN 0001 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 08-DEC-2007 TO 07-JUN-2008	N/A	SEE SCHEDULE . SEE SCHEDULE SEE SCHEDULE AP 96534 FOB: Destination	A00000

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.216-21 Alt I	Requirements (Oct 1995) - Alternate I	APR 1984

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: N4034507RCSG0022

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-07-D-0003	21-May-2007		N40345-07-T-0022	26-Apr-2007

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)* 8. OFFER DUE DATE/LOCAL TIME 10:30 AM 04 May 2007

9. ISSUED BY CODE N40345

U.S. FLEET AND INDUSTRIAL SUPPLY CENTER
DET SINGAPORE
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SMALL BUSINESS
  - [ ] HUBZONE SMALL BUSINESS
  - [ ] 8(A)

NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [X] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING 12

14. METHOD OF SOLICITATION
- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE LTD
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE ORDERS

SEE INDIVIDUAL DELIVERY/TASK ORDERS
AS SPECIFIED

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$99,601.00 EST

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE
- [X] OFFER DATED 11-May-2007 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED 18-May-2007

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) Contracting Officer

TEL: (b)(6), (b)(7)(C)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section B - Supplies or Services and Prices

OVERVIEW
SECTION B1
OVERVIEW OF CONTRACT

1. OBJECTIVE

1.1. The objective of this contract is to obtain Husbanding Services for U.S. Navy ships and logistics support services required by U.S. Government organizations and agencies in all ports in Papua New Guinea.

1.2. Additionally, the husbanding contractor may be called upon to provide services and supplies in support of exercises and Operations Other Than War (OOTW) in Papua New Guinea.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) at any berthing or anchoring location in any port in Papua New Guinea.

2.2. The schedule of supplies/services and prices (See Exhibit A.) is sub-divided into lots. Lots may be for individual Ports or they may include several Ports under one (1) lot. For this contract Lot I is for any port in Papua New Guinea.

2.3. The individual HS items provided under this contract are listed in Section B2, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).

2.4. There is also a requirement to assist the ship in obtaining unforeseen additional items relating to husbanding of the ship in port.

2.5. The holder of this contract is a US Navy contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT

3.1. This is a Firm-Fixed-Price Requirements contract. The Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services. This clause “DEFINITION OF THE CONTRACTUAL REQUIREMENT” complements the clause herein entitled “REQUIREMENTS (OCT 1995) (FAR 52.216-21).”

4. DURATION OF CONTRACT - This contract is for six (6) months commencing on 21 May 07. Additionally, the contract will include FAR 52.217-8 OPTION TO EXTEND SERVICES clause. The possible contract duration is twelve (12) months if the six (6) month extension of services is exercised under FAR 52.217-8.

5. CONTRACT USERS

5.1. Mandatory Users - U.S. Navy ships visiting locations covered under this contract are required to use this contract if HSs are requested (with the exceptions noted below). Ship classifications are listed in Attachment 1.

5.2. Optional Users - The following types of U.S. ships are not required to use this contract but may use it if desired. The Contractor is obligated to provide the service or supply at the same rates listed in The Schedule:

- Military Sealift Command Ships (USNS)
- U.S. Coast Guard (USCG) Ships

- U.S. Army Ships
- U.S. Government personnel conducting business in locations under this contract.
- Department of Defense (DoD) Chartered Ship: These ships usually have their own appointed agent. However, users of this contract are obligated to order the required services listed in the Schedule of Supplies and Services including any Force Protection. Services ordered are "all or none".

5.3. Exceptions: The Government has the choice to use or not use this contract under the following types of situations:

- During U.S. Military Exercises or Operations.
- When Host Nation provided support is available.
- When U.S. Government owned supplies or services are available.
- When ship repair work is being done in conjunction with the Port Visit.
- Ships operating outside the Command and control of the 7th Fleet, or other U.S. Navy Fleets.
- Whenever a fixed price product or service listed in this contract is available at a lower price under a port tariff.

6. MULTIPLE SHIP VISITS - The contractor is required to be able to simultaneously Husband a maximum of four (4) ships at one time.

7. ESTIMATED QUANTITIES - The number of ship visits and required services or supplies are only estimates. There is no guarantee that the government will meet or exceed the estimates. The ship is not obligated to use all items in The Schedule.

8. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities, or finally provide it themselves to include subcontractors. The Schedule lists what items are available through HN and Port Authorities.

9. MARK V HIGH-SPEED-INTERCEPTOR-CRAFT (HSIC) - Mark V (HSIC) Special Operations Craft may be in port or in the direct vicinity for up to 90 days conducting operations. The Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and Management fees will be based on the total fee for the pair of boats. Attachment 1 provides details.

10. LONG TERM SHIP VISITS –

10.1. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit. During the period of reduction, the Contractor is relieved of all husbanding requirements specified by the Contracting Officer, Ordering Officer and / or AGR as unnecessary; and shall continue to provide only those services specifically authorized by the Contracting / Ordering Officer via verbal and /or written modification of the delivery order (CHT, trash removal, potable water etc).

10.2. Unique/Particular Situations:

10.2.1. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within three (3) days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate

(example: If the ship departs Friday and comes back before Tuesday, it will be charged subsequent day fees. If the ship comes back on Tuesday, it will be charged the first day rate).

10.2.2. If a ship comes into port and does not notify the Contractor or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days, subject to the conditions in paragraph 10.2.1. above.

10.3. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong, China SAR and Singapore.

11. SHIPYARDS - U.S. Navy Ships in shipyards may order off of this contract without incurring Management Fees.

12. OTHER PERSONNEL - Other U.S. personnel conducting business at locations covered by this contract may order off of the contract without incurring Management Fees. These orders do not involve continuous management of husbanding services and maybe for items such as vehicles, phones or other services.

13. ORDERING

13.1. Ordering Items on Contract: Only Authorized Government Representatives (AGR) can place orders against this contract. AGRs for this contract are:

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any FISC Detachment Singapore warranted KO or their authorized representative.

13.2. Short Notice Orders: Occasionally, there may be short notice orders of less than 48 hours, which the Contractor should support if possible. If the Contractor cannot support these requirements, then the AGR may solicit them from other companies.

13.3. Substitutions: Substitution of ordered CLIN shall not be allowed unless authorized and accepted in writing by the AGR and requiring activity. If accepted by the AGR or requiring vessel, substituted CLINs shall only be charged at the rate of the originally ordered CLIN. An example would be if a 20 pax bus was ordered, but was not available and substituted with two 10 pax vans. The Contractor will only be able to charge for one 20 pax bus, not two 10 pax vans. If the requiring activity and AGR agree to rates of the substituted CLINs, then it is not considered to be substitution but a change to the requirement.

13.4. Cancellation of Orders:

13.4.1. Unless otherwise provided herein, in the event an order is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled “Termination for the Government’s Convenience (FAR 52.212-4)”, of the clause entitled “CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS” as negotiated. Any disagreements shall be subject to the Disputes clause in the contract.

13.4.2. In rare cases, when ordering of items requires long lead times, the Government may negotiate cost reimbursement under the Termination for the Government’s Convenience clause as stated above.

13.4.3. In all cases, the Contractor is responsible for taking all necessary steps to mitigate any damages or termination costs on behalf of the U.S. Government.

14. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English. All electronic communication between visiting vessels and contractor shall be copied to FISC Detachment Singapore Contracting Officer and Logistic Support Representative. This is to ensure oversight and assistance to either party as required.

15. STANDARDS FOR PROFESSIONAL SERVICES

15.1. The Contractor shall bring to the Navy the highest level of commitment to customer satisfaction including the timely delivery of goods and services at fair and reasonable prices to ships making port visits; continuous oversight of costs and performance throughout the areas covered by this contract; and, meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. To this end, the Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning cost and performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Services Officers and the U.S. Government.

15.2. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

15.3. The Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

15.4. The Contractor is responsible for ensuring that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

15.5. The Contractor will ensure that subcontractors comply with these requirements.

16. HEIGHTENED VIGILANCE

16.1. The Contractor has an obligation to be alert at all times in order to contribute to the protection of the ship and its crew. The Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The Contractor also has an obligation to report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

16.2. The Contractor will fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the Contractor will identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The Contractor will arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

17. EQUIPMENT - All vehicles, watercraft, and equipment provided must be in sound mechanical condition, be in compliance with local laws and specifications, meet all local safety standards, and have all required current certifications and insurance.

18. GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM) – In the event that the contractor is required to use government equipment, the Contractor shall be responsible for all loss or damage to, or the destruction of, Government property in its possession. The Contractor shall not be responsible for damage due solely to normal wear and tear.

19. CONTRACT PRICING

19.1. Contract Currency - All contract prices are in U.S. Dollars (US$).

19.2. Fixed Price - Prices are firm-fixed-price per unit and are inclusive of ALL costs.

19.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor perform during normal working hours, overtime for work performed outside normal working hours, weekend hours, holidays, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit. The Contractor shall only charge for actual usage while the vessel is in port.

19.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

19.2.3. Pre-Positioning / Pre-Staging - All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

19.2.4. Repositioning equipment. All repositioning of equipment when required shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

19.2.5. All local Government taxes are included in the unit cost.

19.3. Port Tariff (PT) or other controlled prices - (See Exhibit B - Port Tariffs). Items listed as PT where a port or local government type organization controls the price will be paid at the current published rates. For example, if a port provides the Tug boat then the Contractor can only charge the U.S. Government what was charged for the Tug by the port.

19.4. Time Calculations - Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged.

19.5. Demurrage - Demurrage charges shall only be charged if the Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but was not attended to until 1500 hrs when pumping begins. The contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs). Demurrage charges will be charged as stated in the schedule of supplies and services. This only applies to CLINs that have demurrage charges as sub-CLINs.

20. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

CHT Collection, Holding Transfer Sewage Removal and Disposal

CU M	Cubic Meter
DAO	Defense Attaché Officer
DY	Day
EA	Each
GL	Gallon (3.785 Liters)
HR	Hour
IDD	International Direct Dialing
JB	Job
LO	Lot
M	Meter
MIN	Minimum
NSP	Not Separately Priced
OOTW	Operations Other Than War
PAX	Passenger
PK	Package
PT	Port Tariff
QTY	Quantity
TP	Trip

21. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any supply or service.

- CAMELS: See Fenders

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the year of the contract. The base year is zero (0), the first Option Year is one (1), and the second Option Year is two (2). (For example a base year would be 0XXX, and the first Option Year is 1XXX, and the second Option Year is 2XXX.) The second digit indicates the Lot number. (For example Lot 1 would be X1XX, Lot II would be X2XX) If there are no Lots in the contract then the second digit will be zero. (For example X0XX) The third and fourth digits are the service or supply item number. (For example XX01 is the first item, XX02 is the second item, and so forth.) If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX12 for Force Protection could be divided into XX12AA for Beach Guard Office and XX12AB Dive and Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: A calendar day.

- Delivery Order (D.O.): A delivery order is an order for supplies placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge.

Commercial or commonly used self-fendering devices normally consist of car and/or truck tires. These may not be sufficient for U.S. Navy purposes. The Contractor is to inform visiting vessel/s of this fact so that additional Yokohama type pneumatic fenders may be ordered when and if required.

- FORCE PROTECTION (FP). Security measures to protect a ship and their crew from dangerous situations such as terrorist actions. FP includes taking as many steps as possible to deter an attack. The HS contractor is responsible for contract FP items.

- GARBAGE: See Attachment 2 – Refuse Definitions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL (GFE/GFM): Items fully transferred to the Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Host Nation Government tax is a levy on goods and services made in the local country. The tax rate will vary from with the location. The U.S. Government is usually exempt from host nation Government Taxes.

- HOST NATION (HN): The country, which is being visited by the U.S. ship.

- HUSBAND: To provide all supplies and services requested by a ship during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other contractors work with the ship, assisting with Non-Contract item requests, and generally taking care of all the needs of the ship and personnel on board. It should utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION (MOB & DEMOB):

  - Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

  - Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPARATELY PRICED (NSP): Item that is not separately priced. The CLIN for CRAFT should be factored into the Management Fee. The NSP CLIN is used to administratively order any unpriced items in accordance with the pricing rationale in paragraph refer to Section C (SOW), Arranging Supply and Services.

- POINT OF CONTACT (POC): A designated individual who is responsible for an item and is a single interface. The individual must be knowledgeable of the item and be able to answer questions and make decisions or obtain a decision when required.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples are pilot services, tugs, picket boats, security guards, and potable water. The Contractor has no control over the price and the ship will pay the prevailing rate at the time of service.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- RESERVED: An item not used in this contract. A “Reserved” item is an item that can be ordered when required but currently not available.

- SUPPO: A ship’s Supply Officer. The SUPPO may hold a limited contracting warrant and is authorized to sign contracts and place orders.

- TRASH: See Attachment 2 – Refuse Definitions.

22. CONTRACTOR REPRESENTATIVE – The Government shall contact the following Contractor person(s) for prompt contract management:

Name of Individual:	LEONARD G. FRANCIS	(b)(6), (b)(7)(C)
Title of Individual:	MANAGING DIRECTOR	
Mailing Address:	15D PANDAN ROAD SINGAPORE 609266	15D PANDAN ROAD SINGAPORE 609266
Tel No. (Work):	(65) 62727937	(b)(6), (b)(7)(C)
Fax No. (Work)	(65) 62707240	
Mobile No:	(65) 9798-3155	
E-mail addresses:	Leonard@glennmarinegroup.com (b)(6), (b)(7)(C)@glennmarinegroup.com glenncom@glennmarinegroup.com	glenncom@glennmarinegroup.com

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001		1	Lot	$99,601.00	$99,601.00 EST

Husbanding Services-Papua New Guinea
FFP
See Exhibit A for a complete listing of all CLINS and SUBCLINS for this CLIN.
The period of performance of this contract shall be for six months commencing 20 May 07 through 20 Nov 2007 with an option to extend the period of performance of services up to a maximum of six months.

FOB: Destination
PURCHASE REQUEST NUMBER: N4034507RCSG0022

ESTIMATED NET AMT	$99,601.00 (EST.)
ACRN AA	$99,601.00

CIN: N4034507RCSG00220001

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
9000					
	Exhibit A - ELIN's FFP FOB: Destination PURCHASE REQUEST NUMBER: N4034507RCSG0022				
				ESTIMATED NET AMT	$0.00

Section C - Descriptions and Specifications

STATEMENT OF WORK
STATEMENT OF WORK (SOW)

TASKS: The Contractor shall perform the following tasks when ordered by an AGR.

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 1 – Classifications of Navy Ships)

1.1 PRE-ARRIVAL HUSBANDING DUTIES.

1.1.1. The Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The Contractor shall order requested services and supplies.

1.1.3. Pre-arrival CRAFT Cost Estimate - The Contractor shall furnish to each ship and FISC Detachment Singapore Contracting Officer a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship and the Contracting Officer within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship’s arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated “additional” costs.

1.1.4. These estimates shall be provided for all US Navy, Military Sea-lift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the Husbanding Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U. S. Defense Attaché’s Office.

1.1.6. The Contractor shall prepare and stage all required supplies and equipment prior to the ship’s arrival. Staging may be as required by each location.

1.1.7. The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

1.1.8. The Contractor shall assist the ship’s Advance Party to include planning and coordination meetings.

1.2. POST-ARRIVAL HUSBANDING DUTIES

The Contractor shall Husband the ship when at the berthing location.

1.2.2. The Contractor shall install all equipment upon ship arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The Contractor shall brief the designated ship representative about Contractor provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. Also, the Contractor will provide their POC information with 24 hour contact phone numbers.

1.2.5. The Contractor shall provide the SUPPO upon ship's arrival a copy of The Schedule and SOW, applicable port tariffs and current prices for frequently ordered services such as laundry services and vehicle rental.

1.2.6. Money Exchange Services:

1.2.6.1. The Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. This Official Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.6.2. The Contractor shall arrange for authorized moneychangers to exchange ship personnel U.S. dollars with local currency. Exchange services onboard ship shall be made available to crewmembers at least two hours daily with buy back service on the day before the ship's departure. The moneychangers may include a nominal commission of no more than plus or minus 1.5% difference from the Official Rate above.

1.2.7. Laundry Services:

1.2.7.1. The Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure.

1.2.7.2. The Contractor shall assist in resolving vendor billing discrepancies.

1.2.8. Interpreter Services:

1.2.8.1. All contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port.

1.2.8.2. The Contractor is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered by the Supply Officer under this contract or any other contract.

1.2.9. Mail Delivery Services: The Contractor shall provide mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

1.2.10. Moral Welfare and Recreation (MWR) Services:

1.2.10.1. The Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) contractor servicing the ship.

1.2.10.2. If an ITT contract has been awarded which covers Vietnam and Cambodia then the HS Contractor must refer all MWR requests to the authorized ITT contractor. If awarded, the ITT contractor is the U.S. Navy's sole representative for this service. Only MWR may sell, offer, offer to sell, or collect a fee for booking or providing accommodation, tours, travel, recreation or entertainment to the ship's crew. Under no circumstances will the Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

1.2.11. Passing Ship's Orders: The Contractor shall coordinate and pass orders, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts. This service includes all necessary actions to facilitate the acceptance of supplies or services ordered under Government contracts. The HS Contractor shall also arrange for these contractors invoicing and payments by the ship. The HS contractor must have a mutual agreement with the other contractors to perform these services for them. Any disputes or discrepancies arising from the order will be resolved directly between the ship and the other contractor(s) with assistance from the HS Contractor and FISC Detachment Singapore.

1.2.12. Customs & Immigration: The Contractor shall assist ship personnel with immigration and customs requirements into their country. This includes providing Visa and Customs application forms. The Contractor shall contact the FISC Detachment Singapore prior to arrival to ascertain how many personnel will require assistance.

1.2.13. The Contractor shall facilitate the ship's timely departure.

1.2.13.1. The Contractor shall provide a timely cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.13.2. The Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided.

1.2.13.3. The Contractor shall remove all provided equipment.

1.3. ARRANGING SUPPLIES AND SERVICES

When requirements exist for items not priced in the Schedule of Supplies and Services, the Contractor shall assist the Supply Officer of the vessel in obtaining information from, and delivering information to, reliable sources for these items by identifying responsible sources, performing market surveys, providing pricing information from at least three sources whenever feasible, and delivering Government orders. In obtaining or delivering this information, the Contractor shall inform the potential sources that it is solely obtaining and delivering information for the U.S. Navy, and is not entering into any contractual commitment. The information obtained shall be submitted to the ship's Supply Officer and courtesy copy to FISC Detachment Singapore Contracting Officer who shall issue appropriate contractual documents. The Contractor shall deliver to the vendor the Supply Officer's or Contracting Officer's order to purchase the supplies or services. This order shall be in writing (facsimile and electronic transmission included) and signed by the Supply Officer or Contracting Officer specifying the price, item(s), quantity, and delivery requirements of the order. The Contractor shall facilitate receipt of the items by the ship. The Contractor is not required to arrange unofficial requirements or personal requests from individual crewmembers. In certain cases (i.e. Fuel, FF&V, Bread and Eggs) the Contractor shall use the SOWs furnished herein when arranging supplies and services.

In the event the above process cannot be followed by the Supply Officer, the Contractor is still responsible for promoting competition to the maximum extent practicable to obtain supplies and services from the source whose offer is the most advantageous to the Government. In addition, if the supply or service required is greater than $3,000, the Contractor shall provide information on the results of competition conducted by providing: name of the sources contacted, amount of each offer received (indicating the items ordered, quantity, unit price and total price) and rational for decision. This information must be provided to FISC Detachment Singapore Contracting Officer during the ship visit or no later than 7 days after the ship's departure from the visited port. The Contractor's responsibility to promote competition as indicated in this paragraph will be evaluated based on the criteria established in Section B1, Overview, paragraph 15, Standards for Professional Service; sub-paragraph 15.1 and 15.2.

No later than 60 days after contract award, the Contractor is required to submit written policy and procedures on Arranging Supplies and Services (to include purchasing procedures). The Contracting Officer will review the plan for acceptability, and may require revisions to the policy. When the Contracting Officer deems the written policy and procedures acceptable to the Government, the Contracting Officer will approve the plan.

1.4. FRESH FRUITS AND VEGETABLES (FF&V), BREAD, EGGS, AND OTHER SUBSISTENCE ITEMS

1.4.1. When requested by the ship, the Husbanding Contractor shall assist in arranging for the timely provision of FF&V, Bread and Eggs and other subsistence items. FF&V shall be of good quality and meet the following

specific standards: 1) Shall not be grown (cultivated) using nightsoil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. The Husbanding Services Contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars (Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Any delivery charges shall already been part of the price and should not be shown separately.

1.4.2. In all cases where the total cost of FF&V and subsistence items received by a ship exceeds $10,000.00 for a port visit, the Contractor, in addition to the CRAFT reports, shall submit a report via e-mail to FISC Detachment Singapore within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the Contractor shall provide copies of all quotes obtained.

1.4.3. The Husbanding Contractor is responsible for ensuring that the sources recommended to the ship's SUPPO for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection is provided as Attachment 8.

1.4.4. Husbanding Contractors shall consider this requirement for inspection of sources when recommending or selecting suppliers of subsistence items. Under no circumstances should the Contractor recommend or offer for acceptance subsistence items from non-approved sources.

1.4.5. The Contractor shall comply with the Quality Assurance Provisions as per Attachment 9.

1.5. PRE-SAILING VISIT: The Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor's best estimate and an adjustment will be made later.

1.5.1. The payment will be made by the ship prior to departure from the port. If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Officer, U.S. Navy Region Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury check. The Contractor must accept the U.S. Government commercial purchase card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPC is the Mastercard. If a ship uses a U.S. Government credit card, the ship shall reimburse the Contractor any surcharge imposed by the financial institution processing the credit card transaction. The applicable credit card surcharge cannot exceed three (3) percent. Upon award of contract, the Contractor shall provide evidence furnished by theFinancial Institution of the credit card surcharge.

1.5.2. The Contractor shall also provide any invoices for port tariff items which have been completed for certification by the ship's Supply Officer.

1.5.3. Copies of all invoices presented to the ship shall be provided to FISC Detachment Singapore Contracting Officer within 5 working days from the departure of the visiting vessel.

1.5.4. The Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for this information shall be the Command Duty Officer, Supply Officer, or his designated representative.

2. OPERATIONS OTHER THAN WAR (OOTW) AND EXERCISE/ LOGISTIC SUPPORT FEES (LOT 2) (CLIN XX36)

2.1. Operations Other Than War (OOTW), sometimes referred to as "contingencies", are defined as emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. In addition to rescue and humanitarian relief missions, military contingencies can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property; training efforts and exercises in preparation for actual contingencies shall also be included.

2.2. An exercise is defined as a prearranged, preplanned evolution being conducted between the U. S. Government and a foreign nation for Humanitarian, training, or other purpose of a specified duration. The name of the event will generally, but may not always, include the word "exercise."

2.3. Logistic Support is defined as goods and services provided in a background framework to an operation or an exercise. Logistics Support can take place in the immediate vicinity of the operation/exercise or a great distance away.

2.4. An operation can be further defined as an unplanned, real world deployment of troops for an indefinite period of time. It can include Non-combatant Evacuation Operations (NEO's).

2.5. The Navy's Husbanding Contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a country wide network familiar with the different political and commercial infrastructures, as well as cultural and language nuances where the OOTW and/or Exercise/ Logistic Support is conducted to ensure timely fulfillment of the Navy's requirements. In addition to the above, the Contractor shall furnish personnel with the following qualifications:

2.5.1. ability to speak the local language in the country of the OOTW and/or Exercise/ Logistic Support
2.5.2. capacity to travel to the OOTW or forward logistic site within 24 hours of notification
2.5.3. current innoculation records
2.5.4. possess a valid up-to-date passport.

2.6. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours a day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. He is there to assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The contractor team shall consist of a minimum of two personnel per location that the OOTW and/or Exercise/ Logistic Support is being conducted. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

2.7. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the Contractor's Husbanding fees and CLINS shall apply.

2.8. A sample of the potential list of OOTW and/or Exercise/ Logistic Support supplies and services is provided for contractor reference in Exhibit C. The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the Husbanding Contractor shall make every effort to locate at least three sources.

3. BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The Contractor shall place additional fenders between the breasting barge and the ship when requested.

3.3. The Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. BROW (CLIN XX04)

4.1. The Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not damage the surface of the pier.

4.2. Due to the dramatic height difference between the submarine deck and pier, the Contractor provided submarine brow must afford personnel a smooth and safe transit when entering or exiting thesubmarine deck. Also, the submarine brow must be capable of supporting shorepower cables without damaging the cable.

5. RESERVED - CAMELS (CLIN XX05) - The Contractor shall provide camels as fenders for the ship.

6. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX06)

6.1. The Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

6.2. The Contractor shall pump sewage from the ship to contractor-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

6.3. The Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

6.4. The Contractor shall provide CHT hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

6.5. When collection of CHT is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship.

6.6. The Contractor shall properly dispose of all sewage in accordance with Section B1 - OVERVIEW of the contract section, paragraph 15, Standards for Professional Services.

6.7. The Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements.

7. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX07)

7.1. RESERVED - The Contractor shall arrange for landlines to be installed aboard the ship.

7.2. The Contractor shall provide fully charged, mobile hand phones with chargers capable of using dual voltage. Each mobile phone provided shall include a spare battery and an operating manual/instruction with published rates for usage.

7.3. The Contractor shall provide activation, auto roaming, long distance accounts, and airtime for land and mobile hand phones.

7.4. The Contractor shall provide commercial telephone booth and sale of phone cards for personal use by crewmembers.

7.5. The Contractor shall provide pre-paid International Calling Cards for official use.

8. CRANE (CLIN XX08) - The Contractor shall provide cranes with operators, required assistant personnel (minimum two assistants), and support equipment such as slings, lifting bars, and nets. When ordered, the Contractor is required to provide mobile crane services (shore crane and floating crane) with operator. The Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

9. DOCKAGE AND WHARFAGE (CLIN XX09) - The Contractor shall provide pier and wharf usage.

10. FENDERS (CLIN XX10) - The Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

11. FLEET LANDING (CLIN XX11) - The Contractor shall provide a Fleet Landing site at designated piers. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct Force Protection (FP) operations. The Contractor shall ensure that this area is kept clean during the ship visit in port.

12. FORCE PROTECTION (CLIN XX12)

12.1. General (CLINs XX01 & XX02): The Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The Contractor must develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The Contractor must coordinate all aspects of FP planning and services with Port Authorities, HN agencies, and U.S. Embassy security staff. If the HN is supplying FP assets the Contractor must verify they are available and are scheduled to show up on time. The Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

12.1.1. Access Points: The Contractor shall establish a single entry and exit point to the pier area.

12.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

12.1.3. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

12.1.3.1. Background Checks. The Contractor shall run security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees who fail this background investigation.

12.1.3.2. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

12.1.3.3. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

12.1.4. Access Lists: The Contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

12.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

12.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

12.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

12.1.5. Inspections. The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

12.1.6. Stand-Off Distances:

12.1.6.1. Objects: The Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.1.6.2. Unloading Zones: The Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship or to the maximum extent practicable.

12.1.7. Warning Signs: The Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

12.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. A clear warning must be given that the use of deadly force may be authorized by the local security guards or police force.

12.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area & Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

12.2. Non-Contract FP Measures: The Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Detachment Singapore Contracting

Officer. The Contractor must explain what the FP service will entail and why it is being required. The Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the Contractor will be either authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

12.3. Beach Guard Office or Tent (CLIN XX12AA)

12.3.1. The Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ships personnel while performing security checks on personnel, baggage, and vehicles.

12.3.2. The office or tent will be large enough to accommodate a minimum of five (5) people. Tents will have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The Contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 LB, CO_2 fire extinguisher will be provided and kept fully charged.

12.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

12.4. Dive and Vetting Operations (CLIN XX12AB)

12.4.1. The Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

12.4.2. The pier will be vetted prior to the ships arrival.

12.4.3. The Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

12.4.5. The Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

12.5. RESERVED - Floating Line of Demarcation (CLINs XX12AC and XX12AD)

12.5.1. The Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. Rather it is to help identify a safe standoff zone.

12.5.2. The Contractor shall comply with the specification of the FLD in Attachment 3.

12.6. Perimeter Fencing (CLIN XX12AE)

12.6.1. The Contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the Contractor will provide portable chain link fencing with vehicle and walk up entrances.

12.6.2. The perimeter fence provided by the Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved Entry Point: Entry available for vehicles and personnel.

12.7. Physical Security Barriers (CLIN XX12AF THRU XX12AJ)

12.7.1. The Contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

12.7.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used. As well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

12.7.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zig zag patterns to control the speed of access.

12.7.4. A personnel entry point must be established through the barriers.

12.7.5. Barriers may also be used to seal off secondary Port gates.

12.7.6. All barriers must be placed prior to a ship's arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

12.8. Picket Boats (CLIN XX12AK)

12.8.1. The Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

12.8.2. The Contractor shall comply with Attachment 4 for picket boat operations and specifications.

12.9. Portable Latrine (CLIN XX12AL)

12.9.1. The Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

12.9.2. The Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

12.9.3. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

12.9.4. The Contractor shall clean latrines twice daily.

12.10. Portable Lighting (CLIN XX12AM)

12.10.1. The Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Ports installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship.

12.10.2. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

12.11. Security Guards Services (CLINs XX12AN & XX12AP)

12.11.1. The Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

12.11.2. The Contractor shall comply with Attachment 5 for security guard operations.

12.11.3. All security guards (CLINs XX12AN and XX12AP) shall be armed.

12.11.4. Two Way Radios (CLIN XX12AQ) The Contractor shall provide two way radio sets capable of communicating with the ship, picket boats and to the shore patrol designated individuals.

12.12. Hand Held Explosive Detectors (CLIN XX12AR) – The Contractor shall provide hand held explosive detectors capable of detecting explosives.

12.13. Hand Held Metal Detectors (CLIN XX12AS) – The Contractor shall provide hand held metal detectors capable of detecing metal.

12.14. Walk Thru X-Ray Machine (CLIN XX12AU) & Metal Detector (CLIN XX12AT) - The Contractor shall provide walk thru X-ray Machine & metal detector capable of X-raying hand carried luggage and bags to determine its contents, and also capable of detecting metal. Equipment shall be manned by professionally trained operator to operate the equipment 24 hours a day.

13. FORKLIFT WITH OPERATOR (CLIN XX13) - The Contractor shall provide forklifts with operators for loading and unloading operations.

14. FUEL (CLIN XX14)

14.1. Normally, fuel is provided by the HN or by other U.S. Navy bunkering contracts. However, if those sources are not available, then the HS Contractor may be required to assist in obtaining the fuel. In that case, the Husbanding Contractor must comply with this paragraph and must ensure the attached specifications are met by the fuel provider.

14.2. If a ship requires the Husbanding Contractor to provide fuel, the Husbanding Contractor shall contact the bunkering contractor or HN source. If the HN or bunkering contractor can provide the fuel within the time needed, the Husbanding Contractor shall so inform the ship. However, if the HN or US Government bunkering contractor cannot deliver the fuel when required by the ship, the Contractor shall so inform the SUPPO or FISC Detachment Singapore and request approval to proceed. Only after this is done, may the Contractor arrange for fuel delivery.

14.3. The Contractor shall only charge fuel at the daily commercial fuel rate established by theh port or local authorities. The Contractor shall provide documentation of the daily rate to the SUPPO. The fuel price charged

shall be free on board the ship whether at pier side or at anchor. Compensation for all husbanding efforts or costs associated with assisting in the acquisition and delivery of fuel (for instance, dealing with customs authorities) are included in, and otherwise covered by, the daily fixed husbanding services rates set out in the Schedule of Supplies/Services of this contract.

14.4. The Contractor shall provide fuel in accordance with Attachment 6 – Fuel Specifications.

14.5. The Contractor shall provide a fuel barge or truck to transport fuel to the ship.

14.6. The Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

14.7. The Contractor shall load the ordered fuel and transport to the ship. The Contractor shall transfer the fuel from the fuel barge or truck to the ship. The Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

14.8. The Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

15. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX15)

15.1. The Contractor shall remove and dispose of garbage and trash from the ship.

15.2. The Contractor shall provide dedicated refuse bins to the ship.

15.3. If collection is done by sea, the Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship.

15.4. The Contractor shall collect all loose refuse placed adjacent to refuse bins.

15.5. The Contractor shall immediately clean up any spilled refuse.

15.6. The Contractor shall properly dispose of all collected refuse.

16. RESERVED - LINESBOATS (CLIN XX16) - The Contractor shall provide Linesboats to assist in docking line handling operations.

17. LINE HANDLERS (CLIN XX17)

17.1. The Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier.

17.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

18. RESERVED - MANLIFT (WITH OPERATOR) (CLIN XX18)

18.1. The Contractor shall provide a manlift with operator and a full fuel tank.

18.2. The Contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning.

18.3. The Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The Contractor shall maintain documentation of ship personnel acknowledgement of the training.

19. MATERIAL HANDLING (CLIN XX19)

19.1. The Contractor shall provide material handling services for the ship. They will receive material shipped to them to include clearing customs, store the items, report the status of the items, deliver to the ship, and forward the items if unable to deliver.

19.1.1. The Contractor shall use counter-to-counter delivery and charge by each Bill of Lading.

19.1.2. All material shipped shall be labeled "SHIP'S SPARE IN TRANSIT"

19.1.3. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

19.1.4. Shipping documents shall be labeled 'SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the Contractor.

19.2. The Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel.

19.3. The Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

19.4. The Contractor shall use forklifts and cranes from The Schedule.

19.5. The Contractor shall receive the package from the carrier and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

19.6. The Contractor shall deliver the package to the shp after arrival in port or the following morning.

19.7. The Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative or FISC Detachment Singapore.

19.8. The Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship.

19.9. The Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

20. MISCELLANEOUS

20.1. INTERPRETER SERVICES (CLIN XX20AA) - The Contractor shall arrange for interpreter/translator services necessary to assure timely delivery and performance of the supplies and services ordered by the SUPPO. The interpreter/translator shall be fluent in both spoken and written local language and English.

21. OIL BOOMS (CLIN XX21)

21.1. The Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water.

21.2. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

21.3. The Contractor shall dispose all oil waste caught in the Oil Boom.

22. OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX22)

22.1. The Contractor shall remove oily waste and aggregate water from the ship.

22.2. The Contractor shall pump oily waste and aggregate water from the ship to Contractor provided equipment.

22.3. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed.

22.4. The Contractor shall provide hoses of sufficient length from contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

22.5. When removal is done via barge, the Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship.

22.6. The Contractor shall properly dispose of all oily waste and aggregate water.

22.7. The Contractor shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements.

23. RESERVED - PAINT FLOAT (CLIN XX23)

23.1. The Contractor shall provide paint floats to hold personnel painting the ship.

23.2. The paint float deck shall be between two (2) to three (3) meters above the waterline and the scaffolding shall be no higher than 3.5 meters from the deck.

23.3. The ship is responsible to secure the paint float to the ship if rented for more than one day.

24. PILOTS (CLIN XX24) - The Contractor shall provide qualified pilots to navigate the ship to and from the berthing locations.

25. POTABLE WATER (CLIN XX25) - The Contractor shall deliver fresh, potable water to the requesting ship in accordance with the current World Health Organization (WHO) Guidelines for drinking-water quality, located at http://www.who.int/water_sanitation_health/dwq/gdwq3rev/en/index.html, to the intake hose of the requesting ship suitable for showering, cooking and cleaning. Water availability shall be in accordance with the delivery schedule specified by the SUPPO. The ship shall test and determine acceptability of the water delivered.

26. SEAPORT QUARANTINE SERVICE (CLIN XX26) - The Contractor shall provide First Port of Entry Clearance with the local authorities.

27. RESERVED - REEFER CONTAINER (CLIN XX27)

27.1. The Contractor shall provide reefer containers with power source for refrigerated storage.

27.2. The Contractor shall provide diesel generators with fuel and properly sized to operate reefers continuously. Generators shall emit sound levels of less than 84 decibels.

27.3. The Contractor shall make all power connections between the generator and reefer.

27.4. The Contractor shall operate the reefer at the temperature specified by the ship.

28. RESERVED - SHORE POWER (CLIN XX28)

29. RESERVED – SHORE STEAM (CLIN XX29)

30. STEVEDORE SERVICES (CLI XX30) - The Contractor shall provide stevedores and supervisors for general labor.

31. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX31)

31.1. The Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

31.2. The Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

32. TRANSPORTATION VEHICLES (CLIN XX32)

32.1. The Contractor shall provide vehicle service with qualified drivers for official government business.

32.2. The Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

32.3. The Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

32.4. The Contractor shall provide drivers who can speak and understand English clearly.

32.5. The Contractor shall provide only vehicles with air conditioning.

32.6. The Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

32.7. The Contractor shall return all items left in rental vehicles to the ship's SUPPO or to FISC Detachment Singapore if the ship has departed.

32.8. The Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

33. TUGS (CLIN XX33)

33.1. The Contractor shall provide tugs to bring ships to and from berthing locations.

33.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

33.3. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

33.4. If tugs are not available through the port authority e.g. the port of Madang, the Contractor shall use commercially available tugs.

34. WATER TAXIS (CLIN XX34)

34.1. The Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 7 – Water Taxi Specifications.

34.2. The Contractor shall return all items left in water taxis to the ship's SUPPO or FISC Detachment Singapore.

34.3. The Contractor shall obtain written acknowledgement of water taxi service by the ship's duty officer onboard. Logs shall be used to document arrival and departure times.

35. CRAFT REPORT (CLIN XX35)

35.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit D - CRAFT.

35.2. The report shall be submitted to FISC Detachment Singapore Contracting Officer or FISC Detachment Singapore within seven (7) working days of each ship's departure.

36. OPERATIONS OTHER THAN WAR (OOTW)/CONTINGENCY OPERATIONS AND DISASTER RELIEF FEES (CLIN XX36) See paragraph 2 above also.

36.1. OOTW refers to a "Contingency operation" as that term is defined in FAR 2.101. In addition, for purposes of this contract, it refers to rescue and humanitarian relief missions, Non-combatant Evacuation Operations (NEO's), or an unplanned, real world deployment of troops for an indefinite period of time. The provisions of FAR Part 18, Emergency Acquisitions (effective 5 Jul 2006), apply in full to the OOTW requirements of this contract.

36.2. Logistics Support is defined as goods and services provided in a background framework to an operation. Logistics Support can take place in the immediate vicinity of the operation or a great distance away.

36.3. The Contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a network familiar with the local political and commercial infrastructures, cultural and lingual background, and business practice. In order to assist the Navy's response to OOTW, the Contractor shall furnish personnel with the following qualifications:

36.3.1. Ability to speak the local language where OOTW is being conducted.
36.3.2. Capacity to travel to the OOTW or forward logistic site within 24 hours of notification.
36.3.3. Current inoculation records.
36.3.4. Possess a valid up-to-date passport.

36.4. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours a day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. The Contractor shall assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The Contractor shall ensure that sufficient personnel are available at each supported location to effectively perform all necessary tasks. If there are

multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

36.5. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the contractor's Husbanding fees and CLINS shall apply.

36.6. If an advance party arrives in a country for OOTW, the Contractor shall bill at the OOTW subsequent day rate. If the operation is on going, the Contractor shall bill the OOTW first day rate and then subsequent days. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the Contractor's services are ordered.

36.7. Regardless of location, OOTW support requests for other than the basic service under this CLIN for operations not associated with ships are exempt from the requirements portion of the contract.

36.8. A sample of the potential list of OOTW and/or Exercise/ Logistic Support supplies and services is provided for Contractor reference in Exhibit C. The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the husbanding Contractor shall make every effort to locate at least three sources and shall provide a copy of all documents to the Contracting Officer. In very unique time sensitive situations, the Contractor may be tasked to source and provide a large variety of supplies and services on a very compressed delivery schedule in support of large scale operations like NEOs, etc or other real world events. In these unique situations, the requirement to document market research and source selections for supplies/services over $3000 is still mandatory.

36.9. An exercise is defined as a prearranged, preplanned evolution being conducted between the Government and a foreign nation for training or other purpose of a specified duration. The name of the event will generally, but may not always, include the word "exercise". It includes training efforts and exercise-like activity in preparation for actual contingencies.

36.10. The Contractor shall provide exercise and logistics support in the same manner as is provided for OOTW support.

36.11. Disaster Relief is defined as emergency operations or preparedness to support civil society to cope with natural or man-made disasters. Disaster relief is concerned with recovery efforts.

36.12. The Contractor shall provide disaster relief support in the same manner as is provided for OOTW support.

37. OOTW COST REPORT (CLIN XX37)

35.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for OOTW or each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The sample report format is provided in Exhibit D – CRAFT.

35.3. The report shall be submitted to FISC Detachment Singapore Contracting Officer or FISC Detachment Singapore within seven (7) working days of each ship's departure.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
9000	N/A	N/A	N/A	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
9000	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	JUL 2006
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	SEP 2005
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	SEP 2005

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2005) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acq.osd.mil/dpap/dars/
http://www.arnet.gov/
http://farsite.hill.af.mil/

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5 (JUL 2005) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.232-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

CLAUSES IN FULL TEXT
ADDITIONAL CONTRACT TERMS AND CONDITIONS

(a) Oral Orders (Indefinite Delivery Contracts) (SUP 5252.216-9402) (JAN 1999). Oral orders may be placed, provided the following conditions are complied with:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.

(3) Invoices for supplies or services furnished in response to total orders will be accompanied with a received copy of each related delivery ticket.

(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

(b) Written Orders (Indefinite-Delivery Contracts) (SUP 5252.216-9403) (JAN 1992). All requests for Services and Supplies must be documented by an AGR with a written Task or Delivery Order using a SF 1449 or DD Form 1155. Written orders on Standard Form 1449/DD Form 1155 will contain the following information, consistent with the terms of the contract:

(1) Date of order;
(2) Contract number and order number;
(3) Item number and description, quantity, and unit price;
(4) Delivery or performance date;
(5) Place of delivery or performance (including consignee);
(6) Packaging, packing, and shipping instructions, if any;
(7) Accounting and appropriation data;
(8) Any other pertinent information.

(c) Payment by Third Party (FAR 52.232.36*)* (MAY 1999) - This clause is incorporated by reference.

(d) Ordering (FAR 52.216-18) (OCT 1995)

(1) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award to final day of the contract.

(2) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a task/delivery order or task order and this contract, the contract shall control.

(3) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the schedule.

(e) Order Limitations (FAR 52.216-19) (OCT 1995)

(1) *Minimum ordering amount.* When the Government requires supplies or services covered by this contract in an amount of less than US $50.00, the Government is not obligated to order, nor is the Contractor obligated to furnish, those supplies or services under this contract.

(2) *Maximum ordering amount*. The Contractor is not obligated to honor --

(i) Any order for a single item in excess of the estimated quantity for that item, which is identified in the pricing schedule of this contract;

(ii) Any single order for a combination of items in excess of the total estimated dollar value for the applicable performance period of this contract; or

(iii) A series of orders from the Government within 120 days that together call for quantities exceeding the estimated quantities identified in the pricing schedule by more than two hundred percent (200%).

(3) This is a requirements contract (which incorporates FAR 52.216-21), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(4) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum ordering limitations in paragraph (b), unless the order(s) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to furnish the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the required supplies or services from another source.

(f) Contract Type. The resulting contract will be a Fixed Price Requirements contract.

(g) Requirements (FAR 52.216-21) (OCT 1995)-(ALTERNATE I) (APR 1984)

(1) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(2) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(3) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirement for the supplies and services specified in the Schedule that exceed the quantities that the activity may furnish within its own capabilities.

(4) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(5) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(6) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after thirty (30) days beyond the expiration of the contract.

(h) Option To Extend Services (FAR 52.217-8) (NOV 1999) (MODIFIED). In order to maintain continuity of service, the Government may require continued performance of any services within the limits and at the rates specified in the contract. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise this option by written notice to the contractor within fifteen (15) days before the contract expires.

(i) Inconsistency Between English Version & Translation Of Contract (FAR 52.225-14) (FEB 2000). In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(j) Taxes – Foreign Fixed Price Contracts (FAR 52.229-6) (JUN 2003). Incorporated by reference.

(k) Payment by Electronic Funds Transfer--Central Contractor Registration (FAR 52.232-33) (OCT 2003). Incorporated by reference.

(l) Authorized Changes Only By The Contracting Officer (SUP 5252.243-9400) (JAN 1992)

(1) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(2) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(3) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and FAX telephone number of the Procuring Contracting Officer (PCO) are:

Commercial Address: FISC Detachment Singapore

PSA Sembawang Terminal
Deptford Road, Building 7-4, Unit 2-9
Singapore 759657

Military Address: PSC 470, Box 2150
FPO AP 96534-2150

FAX Numbers: (65)-6-750-2639 or 2382

(m) Provision for Wood Products SA 03-05 NAVSUP CLAIMANCY POLICY - Pinewood Nematode (microscopic roundworm) Free Non-Manufactured Wood Pacing (NMWP) Material (SWPM) (Nov 202) NAVSUP

(1) Definition. 'Pinewood nematode' as used in this provision, means a microscopic roundworm that has infested coniferous (softwood) trees.

(2) All non-manufactured wood lumber, pallets boxes, crates, containers, reels blocking and bracing, dunnage, drums, etc. for all shipments are required to be certified pest- (pinewood nematode) free. All wood pallets, boxes, crates, containers, reels, blocking and bracing, dunnage, drums, etc. ordered/delivered from vendors/suppliers shall be heat-treated and marked to the American Lumber Standards Committee (ALSC), NMWP policy and enforcement standards. The approved method for ensuring NMWP material is pinewood nematode free is as follows:

(i) Heat-treated to a minimum core temperature of 56°C(133°F) for at least 30-minutes in a closed chamber that has been tested evaluated, and approved officially for this purpose. In addition, the susceptible wood shall display an officially approved heat-treated marking enabling the identification of where and by whom the above treatment has been carried out.

(3) All bulk lumber procured for the fabrication of pallets, boxes, crates, containers, reels, skids, blocking and bracing, dunnage, drums, etc., shall be certified and marked as a part of the fabrication process, to the ALSC NMWP policy and enforcement standards. Vendors/Suppliers using ALSC-certified lumber to make or repair wooden boxes, crates, skids, containers, pallets, reels, drums, etc., must have formal processing procedures and documentation to ensure that only certified lumber leaves their fabrication point.

(4) This provision is self-deleting if the material or supplies are not shipped in NMWP material.

(n) Agency Protests

(1) Prior to submission of an agency protest, all parties should use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions.

(2) FISC Detachment Singapore will process agency protests in accordance with the substantive and procedural requirements of FAR 33.104(d).

(3) Pursuant to FAR 33.103(d)(4), an agency protest may be filed directly with either the Contracting Officer or the Chief of the Contracting Office. A protestor who initially files an agency protest with the Contracting Officer may appeal an adverse decision to the Chief of the Contracting Office. Agency protest submissions should clearly identify the initial adjudicating official, i.e., the "Contracting Officer" or "Chief of the Contracting Office".

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS/EXHIBITS
Applicable documents, exhibits, and attachments for this contract are:

EXHIBIT NO.	DOCUMENT	NO. OF PAGES
A	Schedule of Supplies and Services	3
B	Port Tariff	1
C	OOTW Sample of Provisions	2
D	CRAFT Report	3

ATTACHMENT NO.	DOCUMENT
1.	Classifications of Ships
2.	Refuse Definitions
3.	Floating Line of Demarcation (FLD) Specifications
4.	Picket Boat Operations & Specifications
5.	Security Guard Operations
6.	Fuel Specifications
7.	Water Taxi Specifications
8.	Request for Sanitary Inspection
9.	Quality Assurance Provisions (including Appendices A & B)

EXHIBIT B - PORT TARIFF ITEMS
Exhibit B – Port Tariff Type Costs

The EXCEL spreadsheet provides estimates of port tariffs only.

EXHIBIT A - SCHEDULE
Section B2 – SCHEDULE OF SUPPLIES AND SERVICES

Exhibit A – ELINs

See separate EXCEL spreadsheet. The contractor shall complete all unit prices in US Dollars, totals under each lot and grand total for all lots. A completed EXCEL soft copy shall be forwarded to the Contracting Officer as part of the offer to enable the Contracting Officer for evaluation of the prices.

ATTACHMENT 1 - SHIP CLASS
SHIP CLASSIFICATIONS (DESCRIPTION OF U.S. NAVY SHIPS BY CLASS AND TYPE)

The following are Ship Classifications:.

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-6	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	77
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360
Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708

AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854
Class IV					
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082
T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276
T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

4. The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

5. Displacement is expressed in tons and represents fully loaded displacement.

6. The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

7. There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

GLOSSARY OF TERMS AND ABBREVIATIONS

AGOS	RESEARCH SHIP
AGSS	RESEARCH SUBMARINE
AOE	FAST COMBAT SUPPORT SHIP
ARS	SALVAGE SHIP
AS	SUBMARINE TENDER
CG	GUIDED MISSLE CRUISER
CV	MULTIPURPOSE AIRCRAFT CARRIER (CONVENTIONALLY PROPULSION)
CVN	MULTIPURPOSE AIRCRAFT CARRIER (NUCLEAR PROPULSION)
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
FFG	GUIDED MISSLE FRIGATE
HSV	HIGH SPEED VESSEL
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCS	LITTORAL COMBAT SHIP
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LHD	AMPHIBIOUS ASSAULT SHIP (MULTI- PURPOSE)
LPD	AMPHIBIOUS TRANSPORT DOCK
LSD	AMPHIBIOUS CARGO SHIP
LSV	LOGISTIC SUPPORT VESSEL (ARMY)
HSIC	MARK V SPECIAL OPERATIONS CRAFT (1 PAIR)
MCM	MINE COUNTERMEASURE SHIP

MCS	MINE COUNTERMEASURE SUPPORT SHIP
MHC	MINE HUNTERS COASTAL
MSC	MILITARY SEALIFT COMMAND
PC	PATROL COASTAL SHIP
SSBN	BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSGN	CRUISE MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	ATTACK SUBMARINE (NUCLEAR PROPULSION)
T-AE	AMMUNITION SHIP (MSC)
T-AFS	COMBAT STORE SHIP (MSC)
T-AGOS	OCEAN SURVEILLANCE/PATROL SHIP (MSC)
T-AGS	SURVEYING/ OCEANOGRAPHIC SHIP (MSC)
T-AH	HOSPITAL SHIP (MSC)
T- AKE	DRY CARGO/AMMUNITION SHIP (MSC)
T-AKR	STRATEGIC SEALIFT SHIP (MSC)
T-AO	OILER (MSC)
T-AOT	TANKER (MSC)
T-ATF	FLEET OCEAN TUG (MSC)
WAGB	POLAR CLASS ICEBREAKERS
WHEC	HIGH ENDURANCE CUTTER
WMEC	MEDIUM ENDURANCE CUTTER

ATTACHMENT 2 - REFUSE SERVICES

Refuse Service Definitions

The following are Refuse Definitions used for this contract:

8. **"Refuse"** includes all garbage, ashes, debris, rubbish and other similar waste material, and anything else delivered to the ship, but not taken onboard due to spoilage, etc., even though such refuse was not aboard the vessel when it arrived in port. Not included are explosives and incendiary waste and contaminated waste from medical and radiological processes.

9. **"Garbage"** means animal and vegetable waste (and containers thereof) resulting from the handling, preparation, cooking, and consumption of foods. Edible, or hog food, garbage is the portion of waste food, which has been segregated for salvage.

10. **"Ashes"** means the residue from burned wood, coal, coke, and other combustible material.

11. "**Debris**" means grass cuttings, tree trimmings, stumps, street sweepings, rooting and construction wastes, and similar waste material.

12. "**Rubbish**" means a variety of unsalvageable waste material such as metal, glass, crockery, floor sweepings, paper, wrappings, containers, cartons, and similar articles not used in preparing or dispensing food. Rubbish is further subdivided into:

13. "**Combustible Rubbish**" which can be burned readily in an incinerator or burning pit.

14. "**Noncombustible Rubbish**" which cannot be burned at ordinary incinerator temperatures (800 to 1,800 degrees F.)

15. "**Receptacles**" or "**Containers**" means cans, drums, bins, or similar receptacles, which can be handled easily, and multiple containers, which are handled by mechanical truck-mounted hoists. A **"bin"** is defined as a standard garbage bin used for this service which can vary in size. Size will be identified in The Schedule Sub-CLINs.

EXHIBIT C - OOTW SAMPLE
OOTW Sample of Provisions

The listing under this Excel spreadsheet is a sample for information only.

EXHIBIT D - CRAFT REPORT
The submission CRAFT Report is required within seven (7) days upon completion of a ship's port visit.

ATTACHMENT 3
(RESERVED - CLINS XX12AC AND XX12AD) - FLOATING LINE OF DEMARCATION (FLD) SPECIFICATIONS

1. The following are the Governments basic requirements for the Floating Line of Demarcation Specifications to be used for this contract:

1. The Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around anchored ships. The purpose of the FLD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 120 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible to ship's/port radar. The Picket Boats will patrol outside of this visual reference. The FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum two (2) work boats to tend to the FLD at all times. The FLD is not designed to stop approaching unauthorized watercraft rather it is to help identify a safe standoff zone.

2. The size of the Floating Perimeter will be approximately 2500 meters to 2700 meters based on a ship's length of approximately 800 feet.

3. Weights sufficient to anchor the FLD in place to the seabed. The size and number of weights will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD line intact at all times regardless of sea conditions.

4. The Contractor shall have communication capabilities, either VHF or cellular phone with Port Operation Control and U.S. Navy vessel. The contractor shall report the status of the Floating Visual Line of Demarcation to Port Operation control every two hours or other regular interval agreed upon between Contractor and Port Operation Control.

5. The Contractor shall provide a minimum of two (2) work boats to tend the FLD at all times while the system is deployed.

6. The FLD shall be deployed in the most expeditious manner as soon as the U.S. Navy vessel is anchored.

7. When the FLD is retrieved, the Contractor must show documentary proof that all equipment deployed is removed from the location.

8. The Contractor shall provide the U.S. Navy, Port Authority/Host Nation an updated and current emergency contact list in case of contingencies.

9. Below are two examples of FLDs.

a. Example 1 - Continuous Line FLD –

i. Specifications: Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable Entry Control Point for access.

ii. Buoys or floats positioned every meter on the line sufficient to keep line afloat and visible on the surface of the water.

iii. Large yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 120 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible to ship's/port radar.

iv. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the perimeter. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the perimeter intact and in position at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

b. Example 2 - Floating Buoy System (FBS)

i. Specifications: The FBS must clearly show a perimeter line and fully surround the ships at anchorage. Large yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 120 meters along the demarcation line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical. In addition, buoys must also be visible on ship's/port radar.

ii. Weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

2. Contract Pricing: Prices are firm-fixed-price per unit and are inclusive of all costs which include the following:

a. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

b. Mobilization and Demobilization (Mob & De-mob). All Mob & De-mob costs shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes transportation of equipment and charges for the use of cranes, forklifts, tugs, workboats and any other equipment and labor required for the deployment, maintenance and retrieval for the floating perimeter.

c. Repositioning equipment. All repositioning of equipment shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

d. Pre-positioning / Pre-staging and Vetting Operations. All pre-positioning / Pre-staging and vetting operations shall be included in the unit price. The vessel shall only be charged for the actual number days that the perimeter is in use while the ship is port. No additional days shall be charged.

3. Time Calculations: These CLINs are based on daily rates. Time will begin being measured once the equipment is deployed round the vessel and capable of operations.

4. General: The Contractor is responsible for providing floating visual line of demarcation. The Contractor must work closely with other US Navy contractors such as subsistence contractor. The Contractor will follow the requirements below unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

5. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

a. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

b. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

6. Access Lists: The contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

a. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

b. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

c. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

7. Inspections: The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a

controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

ATTACHMENT 4
PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

16. The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

17. The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

18. Ships at anchorage will normally require two Picket Boats.

19. The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate CLIN in the contract.

20. The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

21. The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

22. The Picket Boat will meet the following requirements:

    7.1. Licensed for commercial operations by local country Department of Transportation.

    7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

    7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

7.4. If a deckhand crewmember is required, only qualified personnel are used.

7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

7.11.4. Portable Spotlight

ATTACHMENT 5
SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

1.2. Security guards may be provided through private security firms or through local police officials.

1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pierside: (CLIN XX12AQ)

2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

2.2. All pierside guard services will be performed within the parameters of local Laws and Regulations.

2.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

2.6. The following equipment will be required as a minimum for each guard:

2.6.1. Uniform as provided by contractor or authorities;

2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. Rules of Engagement (ROE) Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats: (CLIN XX12AP)

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided under CLIN XX12AK. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2 If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3 The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4 As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

ATTACHMENT 6
FUEL SPECIFICATIONS

The following are the Fuel Specifications for this contract:

1. SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	**Requirement**	**Text Method**
Appearance, @ 25ºC or ambient temperature whichever is higher	Clear, bright and free of visible particulates	D 4176 1/
Demulsification, @ 25ºC, minutes (max)	10	D 1401 2/
Density, @ 15ºC, kg/m^3 (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, ºC 50% point, ºC 90% point, ºC, (max) end point, ºC, (max) Residue º Loss, % vol., (max)	 Record Record 357ºC 385ºC 3.0	D 86 3/
Cloud Point, ºC, (max)	-1ºC	D 2500

Color, (max)	3	D1500
Flash Point, ºC, (min)	60ºC	D 93 4/
Particulate Contamination, mg/liter, (max)	10	D 5432 5/
Pour Point, ºC, (max)	-6ºC	D 97
Viscosity, @ 40ºCm mm^2/second	- 1.7 - 4.3	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100ml, (max)	1.5	D5304 (R), D 2274 6/
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664
Aniline Point, ºC, (min)	60ºC	D 611
Ash, % wt., (max)	0.005	D 482
Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 7/
Corrosion, @ 100ºC, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min) Cetane Index, (min)	42	D 613 (R), D 976 8/
Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 2622
Trace Metals, ppm, (max) Calcium Lead Sodium plus Potassium Vanadium	 1.0 0.5 1.0 0.5	D 3605 9/
Additive Names and Dosages	Record	

1. If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709, 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains visible sediment or particulate matter, but meets the requirement of 10 mg/1 (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.

2. The demulsification text shall be conducted in accordance with the following exceptions:

   (a) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.

   (b) The test temperature shall be 25ºC.

   (c) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute.

3. As the end point of the distillation is approached, if either a thermometer reading of 385ºC or a decomposition point is observed, discontinue the heating and resume the procedure as directed in ASTM D 86.

4. The flash point value is the absolute and no value less than 60ºC is permissible.

5. A one-liter minimum sample shall be used.

6. ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours to 40 hours.

7. When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fuel, without the cetane improver.

8. Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified in Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.

9. Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of the inspection authority.

2. COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC MAY 2002)

Offered product shall conform to the following requirements which are suitable for Marine Gas Turbine.

	TEST REQUIREMENTS	METHOD	
1.	Cetane Number	ASTM D 613	42 min
	or		
	Cetane Index	ASTM D 976	43 min

NOTE: If the Cetane number is reported, the reported value shall apply to the base fuel without Cetane improving additives.

2.	Appearance @ 21^{O}C or ambient temp. (whichever higher)	Visual	Clear & Bright
	or		
	Water & Sediment	ASTM D 2709	0.05 vol % max.
3.	Distillation, 90% point	ASTM D 86	357^{O}C max.
4.	Flash Point	ASTM D 93	60^{O}C min

NOTE: The flash point value is absolute and no value less than 60^{O}C is permissible.

5. Cloud Point — ASTM D 2500 -1.1^{O}C (30^{O}F) max.
NOTE: Cloud Point results will be evaluated based upon bunkering location.

6. Viscosity @ 40^{O}C — ASTM D 445 — 1.7 - 4.5 cSt

7. Color 4 — ASTM D 1500 — 3 max.
NOTE for deliveries outside the United States, the offerors must submit information on the composition, color and desired concentration of any dye to be used in order to obtain approval.

8. Density @ 15^{O}C — ASTM D 1298 — 876 kg/m^{3} max.

9. Carbon Residue on 10% bottoms 5 — ASTM D 524 — 0.35 mass % max.
NOTE: For carbon residue on 10% bottoms, ASTM D 189 is an acceptable alternate method.

10.	Ash	ASTM D 482	0.01 mass % max.
11.	Sulfur 6 NOTE: For total sulfur content, ASTM D 1552 and ASTM D 2622 are acceptable alternate methods.	ASTM D 4294	1.0 mass % max.
12.	Corrosion	ASTM D 130	3 max.
13.	Composition Distillate Fuel (fuel shall contain no residual)	None	100%

3. FUEL OIL, INTERMEDIATE, GRADES RME-25 (IFO 180 AND RMG-35 (IFO 380) (DESC JUN 2004)

a. Product shall conform to ISO 8217:1996.

b. ALTERNATE TEST METHODS. The test methods below can also be used to determine the following requirements:

REQUIREMENTS TEST METHOD

1. Density @15^{o}C, kg/m^{3} ASTM D 4052
2. Carbon Residue ASTM D 4530
3. Vanadium, mg/kg ASTM D 5863
4. Aluminum plus silicon, mg/kg ASTM D 5184

c. SULFUR. Starting My 19, 2005, the sulfur limit for RME-25 (IFO 180) purchased under the DESC Bulk Purchase Program must meet a revised sulfur weight percent limit of 3.5, maximum.

d. A. FOR THE BULK PROGRAM, RME-25 (IFO 180) purchased undr the DESC Bulk Purchase Program must meet a revised sulfur weight percent limit of 3.5, masimum. (DESC 52.246-9FFE).

ATTACHMENT 7 - WATER TAXI SPEC
WATER TAXI SPECIFICATIONS

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxie specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in

the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated FISC Detachment Singapore Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor, the FISC Detachment Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including COMPACFLT.

5. COMSEVENTHFLT Specifications:

5.1. Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of (insert country). Notwithstanding compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

5.1.1. Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

5.1.2. Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

5.1.3. The following information shall be conspicuously posted in both English and (the appropriate foreign language):

5.1.3.1. Current Operator’s/Captain's license and boat names.

5.1.3.2. Passenger/weight capacity limit notice.

5.1.3.3. Location of life jackets and other life saving equipment.

5.1.3.4. Location of all exits indicated in large letters.

5.1.3.5. Emergency procedures

5.1.4. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

5.1.5. Operation of the boat shall be in a safe and seaworthy manner.

5.1.6. The consumption of alcoholic beverages shall not be permitted aboard the boat.

5.2. Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by (insert country) for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

5.3. Security: During the term of this contract the ship(s) to be serviced (insert ship name if purchase order) agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

5.4. Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

5.5. Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

5.5.1. Hull

5.5.1.1. Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures.

5.5.1.2. Superstructure, including masts and stacks.

5.5.1.3. Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.

5.5.1.4. Provisions for drainage of sea water from exposed decks over the side and not into the bilges.

5.5.1.5. Access/egress points- adequacy of number and location.

5.5.2. Machinery

5.5.2.1. 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.

5.5.2.2. Main propulsion and auxiliary machinery essential to operation of boat.

5.5.2.3. Sea and bulkhead closure valves.

5.5.2.4. Bilge auction strainers and dewatering systems-bilge pump to be tested by operation

5.5.2.5. Bilges free of flammable liquids

5.5.3. Electrical

5.5.3.1. Cables.

5.5.3.2. Navigation, deck, and emergency lights.

5.5.3.3. Rotating electrical machinery; e.g., generators and motors --Storage batteries

5.5.4. Lifesaving equipment

5.5.4.1. Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.

5.5.4.2. Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.

5.5.4.3. First aid kits, life rings and distress lights.

5.5.4.4. Distress signaling devices

5.5.5. Fire fighting equipment

5.5.5.1. Fire pump - test by subjecting fire hose(s) to fire pump pressure.

5.5.5.2. Portable fire extinguishers.

5.5.5.3. Fixed systems, e.g., C02 cylinders.

5.5.6. Steering apparatus

5.5.7. Miscellaneous systems and equipment

5.5.7.1. Harbor charts.

5.5.7.2. Ground tackle and mooring lines.

5.5.7.3. Whistle/fog horn, bell.

5.5.7.4. Lighted compass.

5.5.7.5. Radar.

5.5.7.6. 2-way radio capable of Bridge-to-Bridge communications.

5.5.7.7. Current license.

5.5.7.8. Operator qualifications.

5.6. Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-

approval of the boats, then the only inspection requirement-is that contained in paragraph 4.7 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

5.7. Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

5.7.1. Safety of operations. Insure the following are present and in working condition:

5.7.1.1. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.

5.7.1.2. Fire extinguishers sufficient for the size of the vessel operated.

5.7.1.3. Radio (with battery backup) capable of Bridge-to-Bridge communications.

5.7.1.4. Anchor/chain sufficiency for the size of the vessel operated.

5.7.1.5. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

5.7.2. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:

5.7.2.1. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

5.7.2.2. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.

5.7.2.3. Ensure no bare or exposed electrical wires or connections are located in the passenger area.

5.7.2.4. Validate that sufficient unobstructed exits are present and marked in English.

5.7.2.5. Verify that no missile hazards, gear adrift, or trip hazards exist.

5.7.3. The following shall be conspicuously displayed, in English:

5.7.3.1. Passenger/weight capacity.

5.7.3.2. Location and number of life jackets.

5.7.3.3. Location of life saving equipment.

5.7.3.4. Locations of exits (if not obvious).

5.8. Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified

immediately of the circumstances surrounding the deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

5.9. If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

ATTACHMENT 8 - SANITARY INSP
REQUEST FOR SANITARY INSPECTION

SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
FISC DETACHMENT SINGAPORE
PSA SEMBAWANG TERMINAL
DEPTFORD ROAD, BLDG 7-2
SINGAPORE 759657

Dear Sir:

We are interested in supplying (e.g. specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

LIST AND INFORMATION TO REQUEST FOR INITIAL INSPECTION

List of products for which approval is requested.
Establishment letterhead - four places.
Name of establishment owner.
Site area size - acres, square feet or square meters.
General description of the area surrounding the plant site.
Building description, i.e. material used in construction, age of building(s), size (in square feet or meters), and number of stories.
Drawing of floor plan of building(s) to include major production areas (for slaughterhoused and dairies only).

List of major processing equipment.
Sources of raw materials.
Output of finished product - average kilograms or tons per day, per week or per month.
Special codes printed on product packages which identify the establishment, the product, and the date of production or packaging.
Number of employees.

Are employees receiving pre-employment or periodic medical examinations? What is the frequency of the periodic examinations?
Program for employee instruction personal hygiene, food, handling techniques, and food hygiene and safety.
Cleaning and sanitizing methods, including chemical used.
Detailed written cleaning and sanitizing program.
Official water quality certification from the local government, including total aerobic bacteria plate count, coliform count, and chemistry.
Name of water source.
Waste disposal program.
Pest control program.
Name of inspection agencies which inspect the plant (government and civilian) and frequency of inspections. Are inspection reports available for review?
Flow chart for the manufacture of each major category of products listed in No.1 above from raw materials to finished products health control points.
What laboratory examinations are performed on products and plants environment? Are the results available for review?
Total number of company vehicles?
Key personnel and point of contact for inspectors.
Direction to plant.

ATTACHMENT 9 - QA PROVISIONS

FISC DETACHMENT SINGAPORE

QUALITY ASSURANCE PROVISIONS
September 2006

SECTION I. GENERAL REQUIREMENTS

1. **SANITARILY APPROVED SOURCES:** All subsistence items shall be from approved sources as authorized, or exempted in NAVSUPINST 4335.4F/AR 40-657/AFR 161-32/MCO P10110.31G. Name and address of processing facility shall identify any subcontracting entities utilized other than the primary contractors. FISC DET Singapore has available approved source listings of authorized subsistence incorporated into VETCOM Circular 40-1, Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Hawaii and Pacific) and other regions maintained and published by HQ, US Army Veterinary Command, Fort Sam Houston, Texas (http://vets.amedd.army.mil/vetsvcs/approved.nsf). The U.S. Army Veterinary Representative, prior to commencing a contract/Blanket Purchase Agreement (BPA), shall inspect all required potential sources identified. Failing to pass inspection shall be grounds for not issuing a BPA and grounds for cancellation if the facility fails inspection after a BPA has commenced. This applies to all contractors and subcontractors. Documents cited here shall be provided to the contractor upon written request.

2. **DELIVERY VEHICLES:** The supplies delivered under this contract/BPA shall be transported in a sanitary enclosed/covered or open flatbed vehicle. Semiperishable items delivered in open flatbed vehicle shall be covered with a tarp to protect products from rain or foreign objects. Vehicles shall be equipped to maintain the appropriate temperature for the subsistence being delivered. Vehicles shall be maintained in a sanitary condition to prevent contamination of the food and shall be subject to inspection by the government at all reasonable times. Supplies submitted for acceptance in vehicles, which are not sanitary, may be rejected without further inspection. Concurrent transportation of bulk contained

pesticides, rodenticides, petroleum products, inedible products, household chemicals, or other caustic or volatile compounds are undesirable but occasionally necessary. When a carrier jointly transports subsistence and cleaning agents or hazardous products, the cleaning agents or hazardous products shall be segregated from the subsistence to the greatest extent. Segregated to the greatest extent means that all cleaning agents or hazardous products shall be unitized, loaded completely lower and horizontally from the subsistence to the maximum distance allowed by the physical configuration of the carrier. Shrink-wrap shall be used to secure items to pallets and provide stabilization.

3. **CODE DATING:** Master-shipping boxes shall be stamped or embossed with code dates, except Fresh Fruits and Vegetables, (FF&V). Coding must represent the date of slaughter, production, pasteurization, manufacture, or expiration/pull date. Open code shall have the date, month and year or Julian date, (last number of the year with the number of days). Closed code, such as letters and numbers, shall have an accompanying letter from the manufacturer explaining the code and shelf life.

4. **PACKAGING:** Standard commercial packaging is acceptable as long as it meets the re[illegible] agreement, product is protected from contamination, and quality is preserved. Products shal[illegible] returnable commercial containers that do not exceed 55 pounds or 25 kilograms per container. The use of a plastic shrink-wrap to secure items to the pallet shall be minimized.

5. **SHELF LIFE REQUIREMENTS:** Unless otherwise specified in this agreement, products shall be delivered with not less than one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining. If the supplies delivered DO not have the minimum number of days of shelf life remaining as set forth in this agreement, the government shall have the right to reject and/or require replacement.

6. **TEMPERATURE REQUIREMENTS:** Unless otherwise specified in this agreement, all perishable products shall be delivered between 32°F-41°F (0°C-5°C) for chilled and 0°F (-18°C) or below for frozen. Temperatures shall be checked between the primary container and the outer container to reduce product damage. If a discrepancy is suspected, internal temperature shall be checked prior to rejection or acceptance of the products.

7. **REJECTED ITEM:** Any item recommended for rejection by the U.S. Army Veterinary Representative or receiving activity shall be annotated on the invoice or delivery receipt. The Contracting Officer Representative shall negotiate on price adjustment for quality or short shelf life defect as requested by receiving activity based on the U.S. Army Veterinary Representative inspection results. Replacements shall be coordinated with the Contracting Officer Representative as requested by the receiving activity.

8. **FOREIGN ORIGIN PRODUCTS:** Foreign establishments DO not have to be Directory listed if the prepackaged finished items they produce are imported by distributors or brokers into the continental United States, Hawaii or Alaska for sale to U.S. Armed Forces. This exemption Does not apply to establishments importing food directly into the U.S. territories of American Samoa, Guam, or the Mariana Islands without entering the continental United States, Hawaii or Alaska.

9. **CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD:** See Appendix B below.

SECTION II. QUALITY ASSURANCE PROVISIONS BY ITEM

1. **DAIRY PRODUCTS:**

a. Milk products shall be from approved sources and meet the raw, pasteurized, bacteriological and chemical requirements of the United States Public Health Service (USPHS) Publication 229 (Grade A Pasteurized Milk Ordinance). Frozen deserts and novelties shall be from approved sources in accordance with applicable military or local specifications or in the absence of applicable specifications, good manufacturing practice. Bacteriological and chemical testing may be accomplished at origin or destination. The U.S. Army Veterinary Representative shall submit non-conforming results to

the Contracting Officer and provide a copy furnished to the contractor with a letter of explanation. The letter shall inform the contractor that unreliable quality controls may result in suspending further deliveries in accordance with NAVSUPINST 4355.6A/AR 40-70. NAVSUPINST 4355.6/AR 40-70 sets forth the microbiological testing program and suspension procedures for dairy products.

b. Temperature on delivery: Fresh dairy products shall be delivered between 32°F and 41°F (0°C and 5°C). Frozen products shall be delivered at 0°F (-18°C) or below.

c. Cheese Related Products:

(1) Soft cheeses such, as mozzarella, natural provolone, cream cheese, and etc., shall be delivered between 32°F and 41°F (0°C and 5°C).

(2) Hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, etc., shall be delivered between 32°F and 50°F (0°C and 10°C).

2. **FRESH FRUITS AND VEGETABLES (FF&V): See Appendix A.**

a. All FF&V shall be freshest product available. FF&V shall have eye appeal and shall be a minimum of 90% free from quality defects and 100% free of decay or loss. The Contracting Officer Representative shall negotiate a downward price adjustment for quality defects based on the U.S. Army Veterinary Representative inspection results and confirmed by receiving activity.

b. FF&V shall be delivered in an enclosed vehicle, equipped to maintain the temperature required for the type of FF&V. Mixed loads of FF&V shall be between 35°F and 55 °F (2°C and 12°C).

c. FF&V such as bananas that are sensitive to ethylene oxide shall not be palletized and wrapped with items that are ethylene oxide producers such as apples. Plastic wrapped around the product inside the boxes shall be removed to allow air circulation.

d. Fresh mushrooms shall not be packaged airtight. Packages that are wrapped in plastic shall have air hole cut into plastic 1/8 inch in diameter or larger.

e. FF&V such as bananas, potatoes and onions that are sensitive to chill damage shall be delivered without refrigeration or not less than 56 °F (14°C). FF&V delivered in an open flatbed vehicle shall be protected with a tarp.

f. For repacked FF&V, the recycled boxes shall be clean and odorless; weigh not more than 45 pounds, (20 kilograms); labeled with the name and weight of the item on two adjacent sides of the box and legibly handwritten or printed.

3. **FROZEN MEAT AND POULTRY**

a. Unless otherwise requested, all frozen meat and poultry products must be USDA inspected or USDA certified. They must be listed in one of the following publications: "Meat and Poultry Inspection Directory", or "Directory of Sanitarily Approved Food Establishment for U.S. Armed Forces Procurement. ".

b. Temperature at delivery shall be 0°F (-18°C) or below. If the product is frozen to the point that a bimetallic thermometer cannot be pushed into the product and there does not appear to be significant surface thawing or crystallization the product shall be considered acceptable. These factors shall be considered due to the lack of proper equipment for drilling frozen item.

c. Age at delivery in the frozen state:

(1) Beef shall be delivered no more than 12 months after the date of pack.

(2) Poultry shall be delivered no more than 12 months after the date of pack.

(3) Pork shall be delivered no more than 12 months after the date of pack.

(4) Lamb and veal be delivered no more than 12 months after the date of pack.

NOTE: If the manufacture, slaughter or expiration date is stamped, not embossed on the box, the Health Certificate from origin shall be available for verification by the inspecting U.S. Army Veterinary Representative.

4. **FROZEN WATERFOODS:**

a. Temperature at delivery 0°F (-18°C) or below and shall be checked using the guidance reference previously in paragraph II.3.a.

b. Age at delivery in the frozen state:

(1) Seasonal packed items shall be delivered no more than 12 months after the date of pack.

(2) Oysters shall be delivered within 6 months of shucking/freezing.

(3) Shrimp shall be delivered within 180 days, of packaging/freezing.

c. General Guidance: All items shall be delivered in excellent condition, practically free of parasites, and show no evidence of mishandling.

5. **SHELL EGGS:**

a. Shell eggs shall be cleaned and free of damage (broken, cracked, leaker, etc.,). The U.S. Army Veterinary Representative shall recommend rejection of eggs with excessive dirt or feces.

NOTE: A small quantity of dirt is allowed on eggs delivered from plants that are only approved for unwashed eggs, small defined as having relatively little size or slight dimension.

b. Fresh shell eggs delivered directly from the farms within 48 hours of production may be delivered in unrefrigerated vehicles that are covered. The vehicles must meet all the requirements listed in Section I, par. 2. Boxes shall be marked with the date of production with the vendor's name and address.

c. Chilled fresh shell eggs that are procured from food distributors shall be delivered in refrigerated vehicles and shall be delivered within 15 days from the date of packaging. Internal temperature of eggs at delivery must be 41°F (5°C) or below.

6. **BAKERY PRODUCTS:**

a. Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined.

b. Bakery products shall be delivered within 48 hours from the date of production. Frozen bakery products shall be delivered within 6 months from the date of production, (SL 12 months), and in a refrigerated truck with a temperature of 0°F (-18°C).

SECTION III. SPECIFIED ANCHORAGE DELIVERIES

1. Due to the special circumstances associated with anchorage deliveries, the following exceptions are authorized, but shall not relieve the contractor or the BPA holder of any other requirements in the Quality Assurance Provisions unless specifically listed below:

a. Dairy products may be delivered in non-refrigerated containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. When a refrigerated unit is not used, the dairy products shall be packed in special containers that hold multiple units of product (bi-wall/tri-wall boxes), with dry ice based on the product weight to maintain internal temperature of 41°F (5°C). The special container shall be packed to allow air circulation within. Dairy products shall be given the highest priority for loading/off-loading upon receipt.

b. FF&V may be delivered in unrefrigerated containers in the most expeditious manner to ensure the least amount of exposure to high temperatures.

c. Miscellaneous frozen products may be delivered in non-freezer containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. Frozen items shall be packed with dry ice based on the product weight to maintain frozen state. The special container shall be packed to allow air circulation within. Although slight temperature deviations may occur, proper packaging and sufficient quantities of dry ice shall preclude excessive temperature deviations and thawing. Any item showing sign of thawing shall be rejected.

2. Although special considerations are authorized in anchorage deliveries, no exceptions have been authorized or shall be accepted for reduced sanitary standards, including the sanitation of the vehicles, boats, and shipping containers. The reuse of containers to transport products with dry ice is authorized as long as the container is sanitary and serviceable.

3. No deviations to these Quality Assurance Provisions are authorized without prior written approval from the Contracting Officer and U.S. Army Veterinary Representative. Deviations shall be granted prior to quotes being accepted and only for the particular delivery in question.

APPENDIX A, PERISHABLE FOODS, TO ATTACHMENT 12 (QA PROVISIONS)

The following are requirements that apply to this contract:

PERISHABLE SUBSISTENCE COMPATABILITY GROUPS
(Extracted From DLAM 4145.12/ TM 38-400, April 1994)

Group 1

Temperature: 32° to 34°F (1° to 1°C).
Relative humidity: 90 to 95 percent.
Atmosphere: Normally used on berries and cherries only -10 to 20 percent CO_2.
Ice: Never in contact with commodity.

Note: Most members of this group not compatible with Group 6a or 6b because ethylene production by Group 1 can be high, and thus harmful to members of Group 6a or 6b.

Apples (except those varieties listed in Group 3)
Apricots
Berries (except cranberries) Cherries.
Figs (not with apples, danger of odor transfer to figs; also see Group 6a)
Grapes (not fumigated with surfer dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages).
Peaches
Pears
Persimmons Plums and Pomegranates
Quinces

Group 2

Temperature: 55° to 65°F(13° to 18°C)
Relative humidity: 85 to 95 percent.
Ice: Never in contact with commodity.
Avocados
Bananas
Eggplant {also see Group 5)
Grapefruit [1]
Guava
Limes
Mangoes
Muskmelons, other than cantaloupes
Casaba
Crenshaw
Honey Dew
Persian
Olive, fresh
Papayas
Pineapples {not with avocados, danger of avocados' odor absorption)
Tomatoes, green
Tomatoes, pink {also see Group 4)
Watermelons (also see Group 4 and 5)

Group 3

Temperature: 36° to 41°F (2°to 5°C).
Relative humidity: 90 to 95 percent: cantaloupes about 95 percent.
Ice: In contact with cantaloupes.
Apples (Grimes Golden and Jonathan (both, certain areas), Yellow Newton (California) and Mclntosh
Cantaloupes
Cranberries
Lemons [1] (use 50 to 55°F for more than a month)
Lychees (also see Group 4)
Oranges 1(Florida or Texas)
Tangerines

Group 4

Temperature: 40° to 45°F (4° to 7°C): beans 38° to 42°F (3° to 6°C).
Relative humidi1y: About 95 percent
Ice: Never in contact with commodity.
Beans snap
Lychees (also see Group 3)
Okra
Oranges [1] (California or Arizona)
Pepper; green (not with beans)
Pepper, red (if with green peppers, temperature adjusted toward top of range)
Squash, summer
Tomatoes, pink (also see Group 2)
Watermelons (also see Groups 2 and 5)

Group 5

Temperature: 50° to 55°F (10° to 13°C): ginger not below 55°F.
Relative humidity: 85 to 90 percent.
Ice: Never in contact with commodity.
Cucumbers
Eggplant (also see Group 2)
Ginger (not with eggplant, also see Group 7)
Potatoes (late crop)
Pumpkin and Squashes, winter
Watermelon (temperature adjusted for other members of the group; also see Groups 2 and 4),

Group 6a

This group, except for figs, grapes and mushrooms, is compatible with Group 6b
Temperature: 32° to34°F (0° to 1°C)
Relative humidity: 95 to 100 percent.
Ice: Never in contact with asparagus, figs, grapes, and mushrooms
Artichokes
Asparagus
Beefs, red
Endive and escarole
Figs (also see Group 1)
Grapes (not furnished with sulfur dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages)
Greens
Leek (not with figs or grapes)
Lettuce
Mushrooms
Parsley
Parsnips
Peas
Rhubarb
Salsity
Spinach
Sweet Corn
Watercress

Group 6b

This group is compatible with Group 6a, except for figs, grapes and mushrooms.
Temperature: 13°to 13°F (0° to l°C)
Relative humidity: 95 to 100 percent
Ice: Contact acceptable for all
Broccoli
Brussels sprouts
Cabbage
Cauliflower
Celeriac
Celery
Horseradish Kohlrabi
Onions green (not with rhubarb. Figs, or grapes; probably not with mushrooms or sweet corn)
Radishes
Rutabagas
Turnips

Group 7

Temperature: 5° to 65°F (13° to 18°C)
Relative humidity: 85 to 90 percent.
Ice: never In contact with commodity.
Ginger (also see Group 5)
Potatoes, early crop (temperatures adjusted for others)
Sweet Potatoes

Group 8

Temperature: 32°to 34°F (0° to 13°C)
Relative humidity: 65 to 70 percent.
Ice: never in contact with commodity.
Garlic
Onions dry

[1] Citrus fruits -Biphenyl fungicide may impart off odors to other commodities

The above information was extracted from Lipton, W.J. and J. M. Harvey, Compatibility of Fruits and Vegetables During Transport in Mixed loads, US Department of Agriculture Research Service, ARS51- 48 (September 1972).

Appendix B - CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD

Microbiological criteria for dairy products[1,2]				
Product(s)	Standard Plate Count (SPC) (See notes 3&4)	Coliform count (See note 4)	combined yeast and mold count (See note 4)	Preliminary incubation count (See note 5)

Aseptically processed and packaged Milk and milk products	0 per ml (See notes 6&7)	0 per ml (See note 6)	0 per ml (See note 6)
Buttermilk and acidophilus milk		10 per gram	
Cottage cheese		10 per gram	10 per gram
Cream, sour cultured		10 per gram	10 per gram
Grade A pasteurized milk and milk products	20,000 per ml	10 per ml	200,000 per ml
Ice cream products, flavored, fruit and / or nuts	50,000 per gram	20 per gram	
Ice cream products, vanilla and plain flavored	50,000 per gram	10 per gram	
Frozen dessert mix:			
Vanilla flavor	50,000 per gram	10 per gram	10 per gram
other flavors	50,000 per gram	20 per gram	10 per gram
Yogurt, chilled		10 per gram	
Yogurt, frozen, plain		10 per gram	
Yogurt, frozen, flavored		20 per gram	
Yogurt, soft serve mix		10 per gram	

Notes:

1. Phosphates as specified in the PMO.
2. Products shall be free of antibiotic or pesticide residues or below the action levels established for such residues by the applicable Federal Regulatory Agency. Antibiotic residue testing shall be by the method described in the PMO. Examinations and test to detect adulterants, including pesticides, shall be conducted by methods recognized by the applicable Federal regulatory agency.
3. Not applicable to cultured products.
4. All counts are maximum allowed standards.
5. Samples must be received within 72 hrs of pasteurization. Preliminary incubation test is used as a determination of keeping quality.
6. Nonconformance's will be considered an imminent health hazard.
7. Either aerobic or anaerobic SPC.

Microbiological criteria for Environmental Swabs[1,2]

	Aerobic Plate Count (APC)	Coliform Count
ATP (RLU) Counts		
Environmental swab See Note 3	100 per 50 sq cm	10 per 50 sq cm

Notes:

1. Microbiological counts can be used as an index for evaluating the sanitation status of processing equipment and the facility.
2. All counts are maximum recommended limits.
3. Relative Light Units (RLU) are directly correlated to log cfu/sq cm . RLU maximum tolerances are dependent upon the manufacturer of the ATP bioluminescence reader. Follow manufacturer's instructions for RLU limits.

Microbiological criteria for Fish, fresh or frozen, including shellfish		
Counts[4]	m	M
Aerobic Plate Count (APC)	5,000 per gram	1,000,000 per gram
E. coli	10 per gram	500 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Vibrio parahaemolyticus [1]	10 per gram	100 per gram
Vibrio vulnificus[2,3]	Zero (0) Tolerance	
Salmonella[2]	Zero (0) Tolerance	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Used for oysters and fish designed to be consumed raw.
2. No viable pathogen in a 25 gram sample.
3. Limit is established as non-detectable depending on method used and detection limit.
4. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Fruit Juice, Fresh or Frozen				
	Standard Plate Count (SPC) [3]		Coliform count	Combined Yeast and Mold count
Product(s)	m	M		
Aseptically processed juice[1]	0		0	0
Pasteurized Juice[2]		20,000 per ml	20 per ml	200 per ml
Non-Pasteurized Juice[4]	50,000 per ml	100,000 per ml		

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Must be labeled as aseptically processed and process must be verified.
2. Must be labeled as pasteurized.
3. Plate count limits for juices, except for aseptically processed juice, are used as a quality indicator and may assist in determining keeping quality and/or shelf life.
4. Non-pasteurized juice is not approved for US Armed Forces Procurement.

Microbiological criteria for Kimchee [1,3,4]		
Counts [9]	m	M
Coliform (MPN)	10 per gram	
Clostridium perfringens	100 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Pseudomonas ssp [7]	200 per gram	
Streptococcus ssp [7]	10 per gram	
Listeria monocytogenes[8]	0	
Salmonella ssp[2,8]	0	
Vibrio ssp[5,8]	0	
Salt %	$\geq$ 2.5/wt	$\leq$ 3.5/wt
pH	$\geq$ 4.2	$\leq$ 4.7
Polygalacturonase [6]	Negative	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Products containing monosodium glutamate (MSG), nuts or nut oils must be labeled appropriately to reflect potential allergenic contents.
2. Only for varieties containing meat or poultry, sprouts, watercress or melon.
3. Varieties of Kimchee include, but are not limited to: Vegetables: winter, spring, cucumber, wrapped, Yolma, Chang, radish (Nabak), white (Pak), western-cabbage, pony-tail radish (Chonggak), eggplant, green onion, pumpkin, spinach, leek, green pepper; Chanachi: radish, green pepper, cucumber, garlic cabbage; Kaktagi: radish, radish and oyster Kaktuki; Tong Chimi;: radish tongchimi; Shikhae: chicken, andong, Alaskan Pollock shikhae.
4. All Kimchee products must be delivered and stored refrigerated with a definitive shelf life marked on each container.
5. Only for varieties containing fish or seafood ingredients.
6. Polyglacturonase activity is an indicator of overripening and spoilage, inferring the possible presence of Bacillus subtilus, Saccaromyces fragilis, Candida pseudotropicalis, Oospora lactis, Asperfillus ssp., and Penicillium ssp.

7. Excessive acidification may be due to high counts of these organisms; this is an indicator of very poor quality product.
8. Zero tolerance pathogens.
9. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Retail Ground Beef, Beef Trimmings, Ground Pork , Poultry (Chilled or Frozen)		
Counts	m	M
Aerobic Plate Count (APC)	100,000 per gram	1,000,000 per gram
Fecal Coliform	50 per gram	500 per gram
Total coliform	100 per gram	1,000 per gram
E. coli	10 per gram	< 110 per gram
Coagulase Positive Staph	<100 per gram	500 per gram
Salmonella species	Zero (0) Tolerance[1]	
E.coli O157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.

Microbiological limits for Sandwiches, Prepared Salads and Spreads, Bagged Salad, and Cut Vegetables [4]		
Counts[3]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli most probable number (MPN)	3 per gram[2]	10 per gram
Coliform (fecal)	10 per gram	100 per gram
Yeast and mold count	200 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Campylobacter jejuni	Zero (0) Tolerance[1]	
Salmonella species	Zero (0) Tolerance[1]	
Listeria moncytogenes	Zero (0) Tolerance[1]	
E. coli 0157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that "M" are of marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. No viable pathogen in a 25 gram sample.
2. ≤ 10 per gram if using 3M Petri Film for E. coli counting.
3. Products may not be examined for all microbial characteristics as listed above. Contact laboratory if specific tests are required.
4. Tuna, chicken, ham and egg salads are tested the same, regardless whether on bread or submitted in tubs, buckets or other retail containers.

Microbiological criteria for Soft Serve Ice (cream) Milk and Soft Serve Yogurt at the retail/user level[2]		
Counts	m	M
Standard plat count [1]	50,000 per gram	250,000 per gram
Coliform	10 per gram	100 per gram
Combined Yeast & Mold		100 per gram

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
Standard Plate Count (SPC) does not apply to yogurt products.
Soft serve and Yogurt machines.

Microbiological limits for Tofu			
Counts[2]		m	M
Aerobic plate count (APC)		100,000 per gram	1,000,000 per gram coli (MPN)
<3 per gram	10 per gram		
Staphylococcus aureus		100 per gram	1000 per gram
Salmonella species[1]		Zero (0) Tolerance[1]	
Listeria moncytogenes[1]		Zero (0) Tolerance[1]	
Yersinia entercoliticus[1]		Zero (0) Tolerance[1]	

Legend:
m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. Products may not be examined for all microbial characteristics as listed above.

Microbiological and Chemical criteria for Bottled Water[1] and Vending Machine Water[2] and Ice

Counts	m	M
Coliform	0 per 100 ml	
Coliform (bottled water)	0 per 250ml	
Heterotrophic Plate Count [5]	1000 per ml	100,000 per ml
Pseudomonas aeruginosa	Zero (0) Tolerance	
Flouride[2]		
Arsenic[2]		
Trihalomethanes[2]		
Chlorine[2]		
Dissolved Solids[4]		
Silver [3]	None Detectable	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Bottled water is tested IAW the specific limits set forth by the Code of Federal Regulations (CFR) and current Environmental Protection Agency (EPA) regulations.
2. Vending machine water requirements are from the Association of Food and Drug Officials Model Code, 1997; Ice standards are derived from the International Packaged Ice Association. These are the minimum tests required for Vending Machine water.
3. Current published regulatory limits apply.
4. Only those machines utilizing silver impregnated carbon filters. Dissolved solids measurements are for vending machines labeled "Purified".
5. Ice and water derived from well water or surface water sources marketed at retail have higher allowable HPC limits. See current guidelines established in the CFR.

Microbiological criteria for Retail/User level Pre-packaged Deli and RTE Products[4]					
Product(s)	APC[3]	Listeria spp.[2]	Salmonella[2]	Coliform[2]	E.Coli O157:H7
Luncheon Meats, frankfurters, Beef, poultry & pork	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance	
Cheese, soft and hard	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Pasteurized, liquid, frozen or Dried egg	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Pizza topping (meat & cheese)	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance	
Dried meats sticks, jerky [1]	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance	

Notes:
1. Yeast and mold combined count should not exceed 100 /g.
2. No viable pathogen in a 25 gram sample. All counts are maximum allowable limits.
3. See Table Below for APC values in RTE Products.

4. Includes all like type/style products not otherwise listed.

Additional Microbiological limits for Commercial (Food Court Style) RTE Products[2,4]		
Counts	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli (MPN)	3 per gram [3]	10 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
E. coli 0157:H7[1]	Zero (0) Tolerance[1]	
Campylobacter jejuni	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. This table is primarily designed for hot food lines.
3. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
4. Products may not be examined for all microbial characteristics when submitted. These values are primarily used when conducting food borne illness investigations and overall quality characteristics.

PART VI - Summary of Directory Listing Requirements

Federal Supply Class (*Note 1)	Listing Required	Listing Not Required
8905	All fish, meat, poultry, and shellfish, including:	Crabs, live.
(*Notes 2, 3)	Buffalo meat.	Crawfish, live.
	Fish, canned.	Fish, fresh or frozen, whole and/or eviscerated, head on or off, unscaled, unpackaged.
	Fish, fresh or fresh smoked, modified atmospheric packaged.	Lobster, live.
	Fish, fresh or frozen, packaged.	Shrimp, fresh or frozen, whole or head off.
	Herring, pickled.	
	Quail.	
	Rabbits.	
	Salmon, smoked.	
	Squid.	
8910	All dairy foods and eggs, including:	Chocolate drink mix, non-dairy.
(*Notes 4, 5)	Cream, sterilized.	Powdered dairy mixes.
	Creamer, coffee, dairy.	Toppings, non-dairy.
	Dairy soft serve mixes.	
	Desserts/puddings, frozen.	
	Egg nog, canned.	
	Egg substitutes.	
	Italian ices.	

	Topping, real cream.	
	Yogurt, fresh or frozen.	
8915	All pre-cut pre-packaged minimum processed fresh	All unprocessed fruits and
(*Note 7, 8)	fruits and vegetables.	vegetables.
	Kimchee.	Olives.
	Mushrooms, whole and sliced.	Fruit juices and nectars, shelf
	Salads, non-meat, with or without dressing	stable or frozen concentrate.
	(not USDA listed).	
	Vegetable sprouts.	
	Fruit juices and nectars, refrigerated.	
8920	Bakery and cereal products (baked and unbaked,	All other bakery products,
(*Notes 6, 9)	fresh and frozen), specifically:	including:
	Croissants.	Bagels.
	Doughnuts	Batter mix, dry.
	Egg roll wrappers.	Biscuits, canned.
	Flour and corn tortillas.	Breads, rolls, and buns.
	Wet pasta (noodles).	Cake mix, dry.
	Pastries.	Cakes, unfilled.
	Pies.	Cookie mix, chilled or dry.
	Soft pretzels.	Cookies, unfilled.
	Won ton wrappers.	Crackers.
	Filled bakery items.	Cupcakes, unfilled.
		Dough, frozen or chilled.
		Dumplings, frozen.
		English muffins.
		Flour.
		Fruitcakes.
		Melba toast.
		Muffins
		Pancake batter, frozen.
		Pancake/waffle mix.
		Pasta, dry (noodles).
		Pizza crust.
		Taco shells.
		Toaster pastries.
		Pie crusts, unfilled.
		Waffles, frozen.
8925		All confectionery, nuts, and sugars.
8930		All jams, jellies, and preserves.
8935		Bouillon and soups.
8940	Dietary foods and specialty preparations,	All other dietary and specialty
(*Notes 2, 3, 4, 5, 10)	specifically:	preparations, including:
	Fish, meat, poultry, dairy, egg, and shellfish	Baby formula, canned.
	products.	Chips, nacho or potato.
	Pickled eggs.	Creamer, coffee, imitation (non-
	Frozen dinners.	dairy).
	Pudding novelties, frozen or chilled.	Dips.
	Tofu.	Nacho cheese, canned.
		Nutri-why.
		Popcorn.
		Puddings, canned.
8945		Fats and food oils, including

		margarine
8950		All condiments and related products, including: Salad dressings. Mexican salsa)
8955		All cocoa, coffee, and tea.
8960	Beverages, nonalcoholic; specifically: Ice. Bottled water.	All other nonalcoholic beverages, including: Dry ice. Fruit drink mix containing no fruit juices.
8965		Non-MRE beverages, alcoholic.
8970 (*Note 2)	MRE food composite packages	Non-MRE composite food packages.
8975		All tobacco products.

*Notes:

1. For complete item listing within each class of the 8900 (subsistence) Federal Supply Class (FSC) Group, refer to Federal Supply Catalog C8900-SL, Stock List--FSC Group 89 Subsistence.
2. Meat and poultry establishments listed in the *USDA Meat and Poultry Inspection Directory* may serve as sources of meat and poultry items as indicated. These products must bear the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to meat or poultry inspection acts must also be Directory listed for those items.
3. Directory listing is not required for establishments on the Interstate Certified Shellfish Shippers List (ICSSL). Fish, fresh or fresh smoked, modified atmospheric packaged (when distributed in a chill state) must be Packed Under Federal Inspection (PUFI) by the USDC or listed specifically in this Directory. Establishments supplying other fish products must be Directory listed unless listed by the United States Department of Commerce (USDC) in the *USDC Approved List of Fish Establishments and Products.*
4. Directory listing is not required for shell egg sources listed in the *Directory of Grading Offices and Plants Operating Under USDA Poultry and Egg Grading Programs*. Establishments listed in the *USDA Meat and Poultry Inspection Directory* for dried or liquid/frozen egg products may serve as sources for those products, as coded.
5. Establishments having a pasteurized milk compliance rating of 90 percent or higher, certified by a State milk sanitation officer, and listed in the *Sanitation Compliance and Enforcement Rating of Interstate Milk Shippers (IMS) List* may serve as sources of milk and milk products, as listed. Listing in this Directory is mandatory to serve as a source of other milk and milk products and/or frozen dessert items. Establishments listed in the *Dairy Plants Surveyed and Approved for USDA Grading Service* may serve as sources of manufactured or processed dairy products as listed by product code. Those operations denoted with "P" codes (packaging and processing) must be Directory listed when providing ungraded manufactured or processed dairy products.
6. Directory listing is not normally required for semiperishable and nonanimal origin ingredient sources for items such as ready-to-eat bakery products and ice cream.
7. Establishments processing ready-to-eat, chilled, and prepared non-meat salads (such as potato, egg, tuna, chicken, turkey, ham, bean, macaroni, or cole slaw) must be Directory listed.
8. Only pasteurized juices are authorized for purchase by the DOD.
9. Directory listing for natural and artificial cream or fruit filled pie crusts, cakes, and cookies is not required if the finished item will not support pathogenic microbial growth.
10. Establishments producing finished products containing less than 3 percent by weight components of animal origin may be exempted from Directory listing by the command publishing this Directory.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 25

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00004	21-May-2008	N4034507RCSG0022	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-07-D-0003
	X	10B. DATED (SEE ITEM 13) 21-May-2007
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
MUTUAL AGREEMENT

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssns010817638
Admin changes to correct OOTW language.

1. The purpose this modification is to make administrative changes regarding schedule at Overview Page 2, and OOTW under tatement of Work on Page 13 of the contract. The changed sections are highlgihted in yellow. An updated conformed copy of the contractshall be included to reflect these changes.

2. There is no price increase as a result of these changes.

3. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 20-May-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been modified:
OVERVIEW
SECTION B1
OVERVIEW OF CONTRACT

1. OBJECTIVE

1.1. The objective of this contract is to obtain Husbanding Services for U.S. Navy ships and logistics support services required by U.S. Government organizations and agencies in all ports in Papua New Guinea.

1.2. Additionally, the husbanding contractor may be called upon to provide services and supplies in support of exercises and Operations Other Than War (OOTW) in Papua New Guinea.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) at any berthing or anchoring location in any port in Papua New Guinea.

2.2. The schedule of supplies/services and prices (See Exhibit A.) is sub-divided into lots. Lots may be for individual Ports or they may include several Ports under one (1) lot. For this contract CLINs 0001, 0002 and 0036 are for any port in Papua New Guinea. CLINs 0003 through 0034 prices are applicable to Port Moresby only.

2.3. The individual HS items provided under this contract are listed in Section B2, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).

2.4. There is also a requirement to assist the ship in obtaining unforeseen additional items relating to husbanding of the ship in port.

2.5. The holder of this contract is a US Navy contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT

3.1. This is a Firm-Fixed-Price Requirements contract. The Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services. This clause "DEFINITION OF THE CONTRACTUAL REQUIREMENT" complements the clause herein entitled "REQUIREMENTS (OCT 1995) (FAR 52.216-21)."

4. DURATION OF CONTRACT - This contract is for six (6) months commencing on 21 May 07. Additionally, the contract will include FAR 52.217-8 OPTION TO EXTEND SERVICES clause. The possible contract duration is twelve (12) months if the six (6) month extension of services is exercised under FAR 52.217-8.

5. CONTRACT USERS

5.1. Mandatory Users - U.S. Navy ships visiting locations covered under this contract are required to use this contract if HSs are requested (with the exceptions noted below). Ship classifications are listed in Attachment 1.

5.2. Optional Users - The following types of U.S. ships are not required to use this contract but may use it if desired. The Contractor is obligated to provide the service or supply at the same rates listed in The Schedule:

- Military Sealift Command Ships (USNS)
- U.S. Coast Guard (USCG) Ships
- U.S. Army Ships
- U.S. Government personnel conducting business in locations under this contract.
- Department of Defense (DoD) Chartered Ship: These ships usually have their own appointed agent. However, users of this contract are obligated to order the required services listed in the Schedule of Supplies and Services including any Force Protection. Services ordered are "all or none".

5.3. Exceptions: The Government has the choice to use or not use this contract under the following types of situations:

- During U.S. Military Exercises or Operations.
- When Host Nation provided support is available.
- When U.S. Government owned supplies or services are available.
- When ship repair work is being done in conjunction with the Port Visit.
- Ships operating outside the Command and control of the 7th Fleet, or other U.S. Navy Fleets.
- Whenever a fixed price product or service listed in this contract is available at a lower price under a port tariff.

6. MULTIPLE SHIP VISITS - The contractor is required to be able to simultaneously Husband a maximum of four (4) ships at one time.

7. ESTIMATED QUANTITIES - The number of ship visits and required services or supplies are only estimates. There is no guarantee that the government will meet or exceed the estimates. The ship is not obligated to use all items in The Schedule.

8. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities, or finally provide it themselves to include subcontractors. The Schedule lists what items are available through HN and Port Authorities.

9. MARK V HIGH-SPEED-INTERCEPTOR-CRAFT (HSIC) - Mark V (HSIC) Special Operations Craft may be in port or in the direct vicinity for up to 90 days conducting operations. The Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and Management fees will be based on the total fee for the pair of boats. Attachment 1 provides details.

10. LONG TERM SHIP VISITS –

10.1. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit. During the period of reduction, the Contractor is relieved of all husbanding requirements specified by the Contracting Officer, Ordering Officer and / or AGR as unnecessary; and shall continue to provide only those services specifically authorized by the Contracting / Ordering Officer via verbal and /or written modification of the delivery order (CHT, trash removal, potable water etc).

10.2. Unique/Particular Situations:

10.2.1. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within three (3) days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back before Tuesday, it will be charged subsequent day fees. If the ship comes back on Tuesday, it will be charged the first day rate).

10.2.2. If a ship comes into port and does not notify the Contractor or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days, subject to the conditions in paragraph 10.2.1. above.

10.3. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong, China SAR and Singapore.

11. SHIPYARDS - U.S. Navy Ships in shipyards may order off of this contract without incurring Management Fees.

12. OTHER PERSONNEL - Other U.S. personnel conducting business at locations covered by this contract may order off of the contract without incurring Management Fees. These orders do not involve continuous management of husbanding services and maybe for items such as vehicles, phones or other services.

13. ORDERING

13.1. Ordering Items on Contract: Only Authorized Government Representatives (AGR) can place orders against this contract. AGRs for this contract are:

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any FISC Detachment Singapore warranted KO or their authorized representative.

13.2. Short Notice Orders: Occasionally, there may be short notice orders of less than 48 hours, which the Contractor should support if possible. If the Contractor cannot support these requirements, then the AGR may solicit them from other companies.

13.3. Substitutions: Substitution of ordered CLIN shall not be allowed unless authorized and accepted in writing by the AGR and requiring activity. If accepted by the AGR or requiring vessel, substituted CLINs shall only be charged at the rate of the originally ordered CLIN. An example would be if a 20 pax bus was ordered, but was not available and substituted with two 10 pax vans. The Contractor will only be able to charge for one 20 pax bus, not two 10 pax vans. If the requiring activity and AGR agree to rates of the substituted CLINs, then it is not considered to be substitution but a change to the requirement.

13.4. Cancellation of Orders:

13.4.1. Unless otherwise provided herein, in the event an order is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled “Termination for the Government’s Convenience (FAR 52.212-4)”, of the clause entitled “CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS” as negotiated. Any disagreements shall be subject to the Disputes clause in the contract.

13.4.2. In rare cases, when ordering of items requires long lead times, the Government may negotiate cost reimbursement under the Termination for the Government’s Convenience clause as stated above.

13.4.3. In all cases, the Contractor is responsible for taking all necessary steps to mitigate any damages or termination costs on behalf of the U.S. Government.

14. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English. All electronic communication between visiting vessels and contractor shall be copied to FISC Detachment Singapore Contracting Officer and Logistic Support Representative. This is to ensure oversight and assistance to either party as required.

15. STANDARDS FOR PROFESSIONAL SERVICES

15.1. The Contractor shall bring to the Navy the highest level of commitment to customer satisfaction including the timely delivery of goods and services at fair and reasonable prices to ships making port visits; continuous oversight of costs and performance throughout the areas covered by this contract; and, meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. To this end, the Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning cost and performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Services Officers and the U.S. Government.

15.2. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

15.3. The Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

15.4. The Contractor is responsible for ensuring that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

15.5. The Contractor will ensure that subcontractors comply with these requirements.

16. HEIGHTENED VIGILANCE

16.1. The Contractor has an obligation to be alert at all times in order to contribute to the protection of the ship and its crew. The Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The Contractor also has an obligation to report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

16.2. The Contractor will fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the Contractor will identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The Contractor will arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

17. EQUIPMENT - All vehicles, watercraft, and equipment provided must be in sound mechanical condition, be in compliance with local laws and specifications, meet all local safety standards, and have all required current certifications and insurance.

18. GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM) – In the event that the contractor is required to use government equipment, the Contractor shall be responsible for all loss or damage to, or the destruction of, Government property in its possession. The Contractor shall not be responsible for damage due solely to normal wear and tear.

19. CONTRACT PRICING

19.1. Contract Currency - All contract prices are in U.S. Dollars (US$).

19.2. Fixed Price - Prices are firm-fixed-price per unit and are inclusive of ALL costs.

19.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor perform during normal working hours, overtime for work performed outside normal working hours, weekend hours, holidays, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit. The Contractor shall only charge for actual usage while the vessel is in port.

19.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

19.2.3. Pre-Positioning / Pre-Staging - All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

19.2.4. Repositioning equipment. All repositioning of equipment when required shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

19.2.5. All local Government taxes are included in the unit cost.

19.3. Port Tariff (PT) or other controlled prices - (See Exhibit B - Port Tariffs). Items listed as PT where a port or local government type organization controls the price will be paid at the current published rates. For example, if a port provides the Tug boat then the Contractor can only charge the U.S. Government what was charged for the Tug by the port.

19.4. Time Calculations - Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged.

19.5. Demurrage - Demurrage charges shall only be charged if the Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but was not attended to until 1500 hrs when pumping begins. The contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs). Demurrage charges will be charged as stated in the schedule of supplies and services. This only applies to CLINs that have demurrage charges as sub-CLINs.

20. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

CHT Collection, Holding Transfer Sewage Removal and Disposal
CU M Cubic Meter
DAO Defense Attaché Officer
DY Day

EA	Each
GL	Gallon (3.785 Liters)
HR	Hour
IDD	International Direct Dialing
JB	Job
LO	Lot
M	Meter
MIN	Minimum
NSP	Not Separately Priced
OOTW	Operations Other Than War
PAX	Passenger
PK	Package
PT	Port Tariff
QTY	Quantity
TP	Trip

21. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any supply or service.

- CAMELS: See Fenders

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the year of the contract. The base year is zero (0), the first Option Year is one (1), and the second Option Year is two (2). (For example a base year would be 0XXX, and the first Option Year is 1XXX, and the second Option Year is 2XXX.) The second digit indicates the Lot number. (For example Lot 1 would be X1XX, Lot II would be X2XX) If there are no Lots in the contract then the second digit will be zero. (For example X0XX) The third and fourth digits are the service or supply item number. (For example XX01 is the first item, XX02 is the second item, and so forth.) If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX12 for Force Protection could be divided into XX12AA for Beach Guard Office and XX12AB Dive and Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: A calendar day.

- Delivery Order (D.O.): A delivery order is an order for supplies placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge. Commercial or commonly used self-fendering devices normally consist of car and/or truck tires. These may not be sufficient for U.S. Navy purposes. The Contractor is to inform visiting vessel/s of this fact so that additional Yokohama type pneumatic fenders may be ordered when and if required.

- FORCE PROTECTION (FP). Security measures to protect a ship and their crew from dangerous situations such as terrorist actions. FP includes taking as many steps as possible to deter an attack. The HS contractor is responsible for contract FP items.

- GARBAGE: See Attachment 2 – Refuse Definitions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL (GFE/GFM): Items fully transferred to the Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Host Nation Government tax is a levy on goods and services made in the local country. The tax rate will vary from with the location. The U.S. Government is usually exempt from host nation Government Taxes.

- HOST NATION (HN): The country, which is being visited by the U.S. ship.

- HUSBAND: To provide all supplies and services requested by a ship during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other contractors work with the ship, assisting with Non-Contract item requests, and generally taking care of all the needs of the ship and personnel on board. It should utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION (MOB & DEMOB):

  - Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

  - Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPARATELY PRICED (NSP): Item that is not separately priced. The CLIN for CRAFT should be factored into the Management Fee. The NSP CLIN is used to administratively order any unpriced items in accordance with the pricing rationale in paragraph refer to Section C (SOW), Arranging Supply and Services.

- POINT OF CONTACT (POC): A designated individual who is responsible for an item and is a single interface. The individual must be knowledgeable of the item and be able to answer questions and make decisions or obtain a decision when required.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples are pilot services, tugs, picket boats, security guards, and potable water. The Contractor has no control over the price and the ship will pay the prevailing rate at the time of service.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- RESERVED: An item not used in this contract. A "Reserved" item is an item that can be ordered when required but currently not available.

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and is authorized to sign contracts and place orders.

- TRASH: See Attachment 2 – Refuse Definitions.

22. CONTRACTOR REPRESENTATIVE – The Government shall contact the following Contractor person(s) for prompt contract management:

Name of Individual:	LEONARD G. FRANCIS	(b)(6), (b)(7)(C)
Title of Individual:	MANAGING DIRECTOR	
Mailing Address:	15D PANDAN ROAD SINGAPORE 609266	15D PANDAN ROAD SINGAPORE 609266
Tel No. (Work):	(65) 62727937	(b)(6), (b)(7)(C)
Fax No. (Work)	(65) 62707240	
Mobile No:	(65) 9798-3155	
E-mail addresses:	Leonard@glennmarinegroup.com glenncom@glennmarinegroup.com	(b)(6), (b)(7)(C) glennmarinegroup.com glenncom@glennmarinegroup.com

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:
STATEMENT OF WORK
STATEMENT OF WORK (SOW)

TASKS: The Contractor shall perform the following tasks when ordered by an AGR.

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 1 – Classifications of Navy Ships)

1.1 PRE-ARRIVAL HUSBANDING DUTIES.

1.1.1. The Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The Contractor shall order requested services and supplies.

1.1.3. Pre-arrival CRAFT Cost Estimate - The Contractor shall furnish to each ship and FISC Detachment Singapore Contracting Officer a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship and the Contracting Officer within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship’s arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated “additional” costs.

1.1.4. These estimates shall be provided for all US Navy, Military Sea-lift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the Husbanding Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U. S. Defense Attaché’s Office.

1.1.6. The Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

1.1.7. The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

1.1.8. The Contractor shall assist the ship's Advance Party to include planning and coordination meetings.

1.2. POST-ARRIVAL HUSBANDING DUTIES

The Contractor shall Husband the ship when at the berthing location.

1.2.2. The Contractor shall install all equipment upon ship arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The Contractor shall brief the designated ship representative about Contractor provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. Also, the Contractor will provide their POC information with 24 hour contact phone numbers.

1.2.5. The Contractor shall provide the SUPPO upon ship's arrival a copy of The Schedule and SOW, applicable port tariffs and current prices for frequently ordered services such as laundry services and vehicle rental.

1.2.6. Money Exchange Services:

1.2.6.1. The Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. This Official Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.6.2. The Contractor shall arrange for authorized moneychangers to exchange ship personnel U.S. dollars with local currency. Exchange services onboard ship shall be made available to crewmembers at least two hours daily with buy back service on the day before the ship's departure. The moneychangers may include a nominal commission of no more than plus or minus 1.5% difference from the Official Rate above.

1.2.7. Laundry Services:

1.2.7.1. The Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure.

1.2.7.2. The Contractor shall assist in resolving vendor billing discrepancies.

1.2.8. Interpreter Services:

1.2.8.1. All contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port.

1.2.8.2. The Contractor is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered by the Supply Officer under this contract or any other contract.

1.2.9. Mail Delivery Services: The Contractor shall provide mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

1.2.10. Moral Welfare and Recreation (MWR) Services:

1.2.10.1. The Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) contractor servicing the ship.

1.2.10.2. If an ITT contract has been awarded which covers Vietnam and Cambodia then the HS Contractor must refer all MWR requests to the authorized ITT contractor. If awarded, the ITT contractor is the U.S. Navy's sole representative for this service. Only MWR may sell, offer, offer to sell, or collect a fee for booking or providing accommodation, tours, travel, recreation or entertainment to the ship's crew. Under no circumstances will the Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

1.2.11. Passing Ship's Orders: The Contractor shall coordinate and pass orders, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts. This service includes all necessary actions to facilitate the acceptance of supplies or services ordered under Government contracts. The HS Contractor shall also arrange for these contractors invoicing and payments by the ship. The HS contractor must have a mutual agreement with the other contractors to perform these services for them. Any disputes or discrepancies arising from the order will be resolved directly between the ship and the other contractor(s) with assistance from the HS Contractor and FISC Detachment Singapore.

1.2.12. Customs & Immigration: The Contractor shall assist ship personnel with immigration and customs requirements into their country. This includes providing Visa and Customs application forms. The Contractor shall contact the FISC Detachment Singapore prior to arrival to ascertain how many personnel will require assistance.

1.2.13. The Contractor shall facilitate the ship's timely departure.

1.2.13.1. The Contractor shall provide a timely cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.13.2. The Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided.

1.2.13.3. The Contractor shall remove all provided equipment.

1.3. ARRANGING SUPPLIES AND SERVICES

When requirements exist for items not priced in the Schedule of Supplies and Services, the Contractor shall assist the Supply Officer of the vessel in obtaining information from, and delivering information to, reliable sources for these items by identifying responsible sources, performing market surveys, providing pricing information from at least three sources whenever feasible, and delivering Government orders. In obtaining or delivering this information, the Contractor shall inform the potential sources that it is solely obtaining and delivering information for the U.S. Navy, and is not entering into any contractual commitment. The information obtained shall be submitted to the ship's Supply Officer and courtesy copy to FISC Detachment Singapore Contracting Officer who shall issue appropriate contractual documents. The Contractor shall deliver to the vendor the Supply Officer's or Contracting Officer's order to purchase the supplies or services. This order shall be in writing (facsimile and electronic transmission included) and signed by the Supply Officer or Contracting Officer specifying the price, item(s), quantity, and delivery requirements of the order. The Contractor shall facilitate receipt of the items by the ship. The Contractor is not required to arrange unofficial requirements or personal requests from individual crewmembers. In certain cases (i.e. Fuel, FF&V, Bread and Eggs) the Contractor shall use the SOWs furnished herein when arranging supplies and services.

In the event the above process cannot be followed by the Supply Officer, the Contractor is still responsible for promoting competition to the maximum extent practicable to obtain supplies and services from the source whose offer is the most advantageous to the Government. In addition, if the supply or service required is greater than

$3,000, the Contractor shall provide information on the results of competition conducted by providing: name of the sources contacted, amount of each offer received (indicating the items ordered, quantity, unit price and total price) and rational for decision. This information must be provided to FISC Detachment Singapore Contracting Officer during the ship visit or no later than 7 days after the ship's departure from the visited port. The Contractor's responsibility to promote competition as indicated in this paragraph will be evaluated based on the criteria established in Section B1, Overview, paragraph 15, Standards for Professional Service; sub-paragraph 15.1 and 15.2.

No later than 60 days after contract award, the Contractor is required to submit written policy and procedures on Arranging Supplies and Services (to include purchasing procedures). The Contracting Officer will review the plan for acceptability, and may require revisions to the policy. When the Contracting Officer deems the written policy and procedures acceptable to the Government, the Contracting Officer will approve the plan.

1.4. FRESH FRUITS AND VEGETABLES (FF&V), BREAD, EGGS, AND OTHER SUBSISTENCE ITEMS

1.4.1. When requested by the ship, the Husbanding Contractor shall assist in arranging for the timely provision of FF&V, Bread and Eggs and other subsistence items. FF&V shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using nightsoil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. The Husbanding Services Contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars (Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Any delivery charges shall already been part of the price and should not be shown separately.

1.4.2. In all cases where the total cost of FF&V and subsistence items received by a ship exceeds $10,000.00 for a port visit, the Contractor, in addition to the CRAFT reports, shall submit a report via e-mail to FISC Detachment Singapore within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the Contractor shall provide copies of all quotes obtained.

1.4.3. The Husbanding Contractor is responsible for ensuring that the sources recommended to the ship's SUPPO for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection is provided as Attachment 8.

1.4.4. Husbanding Contractors shall consider this requirement for inspection of sources when recommending or selecting suppliers of subsistence items. Under no circumstances should the Contractor recommend or offer for acceptance subsistence items from non-approved sources.

1.4.5. The Contractor shall comply with the Quality Assurance Provisions as per Attachment 9.

1.5. PRE-SAILING VISIT: The Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor's best estimate and an adjustment will be made later.

1.5.1. The payment will be made by the ship prior to departure from the port. If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Officer, U.S. Navy Region Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury check. The Contractor must accept the U.S. Government commercial purchase card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPC is the Mastercard. If a ship uses a U.S. Government credit card, the ship shall

reimburse the Contractor any surcharge imposed by the financial institution processing the credit card transaction. The applicable credit card surcharge cannot exceed three (3) percent. Upon award of contract, the Contractor shall provide evidence furnished by theFinancial Institution of the credit card surcharge.

1.5.2. The Contractor shall also provide any invoices for port tariff items which have been completed for certification by the ship's Supply Officer.

1.5.3. Copies of all invoices presented to the ship shall be provided to FISC Detachment Singapore Contracting Officer within 5 working days from the departure of the visiting vessel.

1.5.4. The Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for this information shall be the Command Duty Officer, Supply Officer, or his designated representative.

2. OPERATIONS OTHER THAN WAR (OOTW) AND EXERCISE/ LOGISTIC SUPPORT FEES (LOT 2) (CLIN XX36)

2.1. Operations Other Than War (OOTW), sometimes referred to as “contingencies”, are defined as emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. In addition to rescue and humanitarian relief missions, military contingencies can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property; training efforts and exercises in preparation for actual contingencies shall also be included.

2.2. An exercise is defined as a prearranged, preplanned evolution being conducted between the U. S. Government and a foreign nation for Humanitarian, training, or other purpose of a specified duration. The name of the event will generally, but may not always, include the word “exercise.”

2.3. Logistic Support is defined as goods and services provided in a background framework to an operation or an exercise. Logistics Support can take place in the immediate vicinity of the operation/exercise or a great distance away.

2.4. An operation can be further defined as an unplanned, real world deployment of troops for an indefinite period of time. It can include Non-combatant Evacuation Operations (NEO’s).

2.5. The Navy's Husbanding Contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a country wide network familiar with the different political and commercial infrastructures, as well as cultural and language nuances where the OOTW and/or Exercise/ Logistic Support is conducted to ensure timely fulfillment of the Navy's requirements. In addition to the above, the Contractor shall furnish personnel with the following qualifications:

2.5.1. ability to speak the local language in the country of the OOTW and/or Exercise/ Logistic Support
2.5.2. capacity to travel to the OOTW or forward logistic site within 24 hours of notification
2.5.3. current innoculation records
2.5.4. possess a valid up-to-date passport.

2.6. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours a day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. The POC or his representative shall assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The Contractor shall ensure that sufficient personnel are available at each support location to effectively perform all necessary tasks. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

2.7. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the Contractor's Husbanding fees and CLINS shall apply.

2.8. A sample of the potential list of OOTW and/or Exercise/ Logistic Support supplies and services is provided for contractor reference in Exhibit C. The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the Husbanding Contractor shall make every effort to locate at least three sources.

3. BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The Contractor shall place additional fenders between the breasting barge and the ship when requested.

3.3. The Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. BROW (CLIN XX04)

4.1. The Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not damage the surface of the pier.

4.2. Due to the dramatic height difference between the submarine deck and pier, the Contractor provided submarine brow must afford personnel a smooth and safe transit when entering or exiting thesubmarine deck. Also, the submarine brow must be capable of supporting shorepower cables without damaging the cable.

5. RESERVED - CAMELS (CLIN XX05) - The Contractor shall provide camels as fenders for the ship.

6. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX06)

6.1. The Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

6.2. The Contractor shall pump sewage from the ship to contractor-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

6.3. The Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

6.4. The Contractor shall provide CHT hoses of sufficient length from contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6.5. When collection of CHT is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship.

6.6. The Contractor shall properly dispose of all sewage in accordance with Section B1 - OVERVIEW of the contract section, paragraph 15, Standards for Professional Services.

6.7. The Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements.

7. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX07)

7.1. RESERVED - The Contractor shall arrange for landlines to be installed aboard the ship.

7.2. The Contractor shall provide fully charged, mobile hand phones with chargers capable of using dual voltage. Each mobile phone provided shall include a spare battery and an operating manual/instruction with published rates for usage.

7.3. The Contractor shall provide activation, auto roaming, long distance accounts, and airtime for land and mobile hand phones.

7.4. The Contractor shall provide commercial telephone booth and sale of phone cards for personal use by crewmembers.

7.5. The Contractor shall provide pre-paid International Calling Cards for official use.

8. CRANE (CLIN XX08) - The Contractor shall provide cranes with operators, required assistant personnel (minimum two assistants), and support equipment such as slings, lifting bars, and nets. When ordered, the Contractor is required to provide mobile crane services (shore crane and floating crane) with operator. The Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

9. DOCKAGE AND WHARFAGE (CLIN XX09) - The Contractor shall provide pier and wharf usage.

10. FENDERS (CLIN XX10) - The Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

11. FLEET LANDING (CLIN XX11) - The Contractor shall provide a Fleet Landing site at designated piers. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct Force Protection (FP) operations. The Contractor shall ensure that this area is kept clean during the ship visit in port.

12. FORCE PROTECTION (CLIN XX12)

12.1. General (CLINs XX01 & XX02): The Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The Contractor must develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The Contractor must coordinate all aspects of FP planning and services with Port Authorities, HN agencies, and U.S. Embassy security staff. If the HN is supplying FP assets the Contractor must verify they are available and are scheduled to show up on time. The Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

12.1.1. Access Points: The Contractor shall establish a single entry and exit point to the pier area.

12.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

12.1.3. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

12.1.3.1. Background Checks. The Contractor shall run security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees who fail this background investigation.

12.1.3.2. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

12.1.3.3. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

12.1.4. Access Lists: The Contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

12.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

12.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

12.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

12.1.5. Inspections. The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

12.1.6. Stand-Off Distances:

12.1.6.1. Objects: The Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.1.6.2. Unloading Zones: The Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship or to the maximum extent practicable.

12.1.7. Warning Signs: The Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

12.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. A clear warning must be given that the use of deadly force may be authorized by the local security guards or police force.

12.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area & Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

12.2. Non-Contract FP Measures: The Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Detachment Singapore Contracting Officer. The Contractor must explain what the FP service will entail and why it is being required. The Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the Contractor will be either authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

12.3. Beach Guard Office or Tent (CLIN XX12AA)

12.3.1. The Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ships personnel while performing security checks on personnel, baggage, and vehicles.

12.3.2. The office or tent will be large enough to accommodate a minimum of five (5) people. Tents will have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The Contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 LB, CO_2 fire extinguisher will be provided and kept fully charged.

12.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

12.4. Dive and Vetting Operations (CLIN XX12AB)

12.4.1. The Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

12.4.2. The pier will be vetted prior to the ships arrival.

12.4.3. The Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

12.4.5. The Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

12.5. RESERVED - Floating Line of Demarcation (CLINs XX12AC and XX12AD)

12.5.1. The Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. Rather it is to help identify a safe standoff zone.

12.5.2. The Contractor shall comply with the specification of the FLD in Attachment 3.

12.6. Perimeter Fencing (CLIN XX12AE)

12.6.1. The Contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is

designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the Contractor will provide portable chain link fencing with vehicle and walk up entrances.

12.6.2. The perimeter fence provided by the Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved Entry Point: Entry available for vehicles and personnel.

12.7. Physical Security Barriers (CLIN XX12AF THRU XX12AJ)

12.7.1. The Contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

12.7.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used. As well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

12.7.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zig zag patterns to control the speed of access.

12.7.4. A personnel entry point must be established through the barriers.

12.7.5. Barriers may also be used to seal off secondary Port gates.

12.7.6. All barriers must be placed prior to a ship's arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

12.8. Picket Boats (CLIN XX12AK)

12.8.1. The Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

12.8.2. The Contractor shall comply with Attachment 4 for picket boat operations and specifications.

12.9. Portable Latrine (CLIN XX12AL)

12.9.1. The Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

12.9.2. The Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

12.9.3. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

12.9.4. The Contractor shall clean latrines twice daily.

12.10. Portable Lighting (CLIN XX12AM)

12.10.1. The Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Ports installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship.

12.10.2. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

12.11. Security Guards Services (CLINs XX12AN & XX12AP)

12.11.1. The Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

12.11.2. The Contractor shall comply with Attachment 5 for security guard operations.

12.11.3. All security guards (CLINs XX12AN and XX12AP) shall be armed.

12.11.4. Two Way Radios (CLIN XX12AQ) The Contractor shall provide two way radio sets capable of communicating with the ship, picket boats and to the shore patrol designated individuals.

12.12. Hand Held Explosive Detectors (CLIN XX12AR) – The Contractor shall provide hand held explosive detectors capable of detecting explosives.

12.13. Hand Held Metal Detectors (CLIN XX12AS) – The Contractor shall provide hand held metal detectors capable of detecing metal.

12.14. Walk Thru X-Ray Machine (CLIN XX12AU) & Metal Detector (CLIN XX12AT) - The Contractor shall provide walk thru X-ray Machine & metal detector capable of X-raying hand carried luggage and bags to determine its contents, and also capable of detecting metal. Equipment shall be manned by professionally trained operator to operate the equipment 24 hours a day.

13. FORKLIFT WITH OPERATOR (CLIN XX13) - The Contractor shall provide forklifts with operators for loading and unloading operations.

14. FUEL (CLIN XX14)

14.1. Normally, fuel is provided by the HN or by other U.S. Navy bunkering contracts. However, if those sources are not available, then the HS Contractor may be required to assist in obtaining the fuel. In that case, the Husbanding Contractor must comply with this paragraph and must ensure the attached specifications are met by the fuel provider.

14.2. If a ship requires the Husbanding Contractor to provide fuel, the Husbanding Contractor shall contact the bunkering contractor or HN source. If the HN or bunkering contractor can provide the fuel within the time needed, the Husbanding Contractor shall so inform the ship. However, if the HN or US Government bunkering contractor cannot deliver the fuel when required by the ship, the Contractor shall so inform the SUPPO or FISC Detachment Singapore and request approval to proceed. Only after this is done, may the Contractor arrange for fuel delivery.

14.3. The Contractor shall only charge fuel at the daily commercial fuel rate established by theh port or local authorities. The Contractor shall provide documentation of the daily rate to the SUPPO. The fuel price charged shall be free on board the ship whether at pier side or at anchor. Compensation for all husbanding efforts or costs associated with assisting in the acquisition and delivery of fuel (for instance, dealing with customs authorities) are included in, and otherwise covered by, the daily fixed husbanding services rates set out in the Schedule of Supplies/Services of this contract.

14.4. The Contractor shall provide fuel in accordance with Attachment 6 – Fuel Specifications.

14.5. The Contractor shall provide a fuel barge or truck to transport fuel to the ship.

14.6. The Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

14.7. The Contractor shall load the ordered fuel and transport to the ship. The Contractor shall transfer the fuel from the fuel barge or truck to the ship. The Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

14.8. The Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

15. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX15)

15.1. The Contractor shall remove and dispose of garbage and trash from the ship.

15.2. The Contractor shall provide dedicated refuse bins to the ship.

15.3. If collection is done by sea, the Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship.

15.4. The Contractor shall collect all loose refuse placed adjacent to refuse bins.

15.5. The Contractor shall immediately clean up any spilled refuse.

15.6. The Contractor shall properly dispose of all collected refuse.

16. RESERVED - LINESBOATS (CLIN XX16) - The Contractor shall provide Linesboats to assist in docking line handling operations.

17. LINE HANDLERS (CLIN XX17)

17.1. The Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier.

17.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

18. RESERVED - MANLIFT (WITH OPERATOR) (CLIN XX18)

18.1. The Contractor shall provide a manlift with operator and a full fuel tank.

18.2. The Contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning.

18.3. The Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The Contractor shall maintain documentation of ship personnel acknowledgement of the training.

19. MATERIAL HANDLING (CLIN XX19)

19.1. The Contractor shall provide material handling services for the ship. They will receive material shipped to them to include clearing customs, store the items, report the status of the items, deliver to the ship, and forward the items if unable to deliver.

19.1.1. The Contractor shall use counter-to-counter delivery and charge by each Bill of Lading.

19.1.2. All material shipped shall be labeled “SHIP’S SPARE IN TRANSIT”

19.1.3. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship’s arrival.

19.1.4. Shipping documents shall be labeled ‘SHIP’S SPARE(S) IN TRANSIT” and addressed to the ship’s Commanding Officer of the Unit and care of the Contractor.

19.2. The Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel.

19.3. The Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

19.4. The Contractor shall use forklifts and cranes from The Schedule.

19.5. The Contractor shall receive the package from the carrier and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

19.6. The Contractor shall deliver the package to the shp after arrival in port or the following morning.

19.7. The Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative or FISC Detachment Singapore.

19.8. The Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship.

19.9. The Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

20. MISCELLANEOUS

20.1. INTERPRETER SERVICES (CLIN XX20AA) - The Contractor shall arrange for interpreter/translator services necessary to assure timely delivery and performance of the supplies and services ordered by the SUPPO. The interpreter/translator shall be fluent in both spoken and written local language and English.

21. OIL BOOMS (CLIN XX21)

21.1. The Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water.

21.2. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

21.3. The Contractor shall dispose all oil waste caught in the Oil Boom.

22. OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX22)

22.1. The Contractor shall remove oily waste and aggregate water from the ship.

22.2. The Contractor shall pump oily waste and aggregate water from the ship to Contractor provided equipment.

22.3. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed.

22.4. The Contractor shall provide hoses of sufficient length from contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

22.5. When removal is done via barge, the Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship.

22.6. The Contractor shall properly dispose of all oily waste and aggregate water.

22.7. The Contractor shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements.

23. RESERVED - PAINT FLOAT (CLIN XX23)

23.1. The Contractor shall provide paint floats to hold personnel painting the ship.

23.2. The paint float deck shall be between two (2) to three (3) meters above the waterline and the scaffolding shall be no higher than 3.5 meters from the deck.

23.3. The ship is responsible to secure the paint float to the ship if rented for more than one day.

24. PILOTS (CLIN XX24) - The Contractor shall provide qualified pilots to navigate the ship to and from the berthing locations.

25. POTABLE WATER (CLIN XX25) - The Contractor shall deliver fresh, potable water to the requesting ship in accordance with the current World Health Organization (WHO) Guidelines for drinking-water quality, located at http://www.who.int/water_sanitation_health/dwq/gdwq3rev/en/index.html, to the intake hose of the requesting ship suitable for showering, cooking and cleaning. Water availability shall be in accordance with the delivery schedule specified by the SUPPO. The ship shall test and determine acceptability of the water delivered.

26. SEAPORT QUARANTINE SERVICE (CLIN XX26) - The Contractor shall provide First Port of Entry Clearance with the local authorities.

27. RESERVED - REEFER CONTAINER (CLIN XX27)

27.1. The Contractor shall provide reefer containers with power source for refrigerated storage.

27.2. The Contractor shall provide diesel generators with fuel and properly sized to operate reefers continuously. Generators shall emit sound levels of less than 84 decibels.

27.3. The Contractor shall make all power connections between the generator and reefer.

27.4. The Contractor shall operate the reefer at the temperature specified by the ship.

28. RESERVED - SHORE POWER (CLIN XX28)

29. RESERVED – SHORE STEAM (CLIN XX29)

30. STEVEDORE SERVICES (CLI XX30) - The Contractor shall provide stevedores and supervisors for general labor.

31. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX31)

31.1. The Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

31.2. The Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

32. TRANSPORTATION VEHICLES (CLIN XX32)

32.1. The Contractor shall provide vehicle service with qualified drivers for official government business.

32.2. The Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

32.3. The Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

32.4. The Contractor shall provide drivers who can speak and understand English clearly.

32.5. The Contractor shall provide only vehicles with air conditioning.

32.6. The Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

32.7. The Contractor shall return all items left in rental vehicles to the ship's SUPPO or to FISC Detachment Singapore if the ship has departed.

32.8. The Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

33. TUGS (CLIN XX33)

33.1. The Contractor shall provide tugs to bring ships to and from berthing locations.

33.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

33.3. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

33.4. If tugs are not available through the port authority e.g. the port of Madang, the Contractor shall use commercially available tugs.

34. WATER TAXIS (CLIN XX34)

34.1. The Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 7 – Water Taxi Specifications.

34.2. The Contractor shall return all items left in water taxis to the ship's SUPPO or FISC Detachment Singapore.

34.3. The Contractor shall obtain written acknowledgement of water taxi service by the ship’s duty officer onboard. Logs shall be used to document arrival and departure times.

35. CRAFT REPORT (CLIN XX35)

35.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit D - CRAFT.

35.2. The report shall be submitted to FISC Detachment Singapore Contracting Officer or FISC Detachment Singapore within seven (7) working days of each ship's departure.

36. OPERATIONS OTHER THAN WAR (OOTW)/CONTINGENCY OPERATIONS AND DISASTER RELIEF FEES (CLIN XX36) See paragraph 2 above also.

36.1. OOTW refers to a "Contingency operation" as that term is defined in FAR 2.101. In addition, for purposes of this contract, it refers to rescue and humanitarian relief missions, Non-combatant Evacuation Operations (NEO's), or an unplanned, real world deployment of troops for an indefinite period of time. The provisions of FAR Part 18, Emergency Acquisitions (effective 5 Jul 2006), apply in full to the OOTW requirements of this contract.

36.2. Logistics Support is defined as goods and services provided in a background framework to an operation. Logistics Support can take place in the immediate vicinity of the operation or a great distance away.

36.3. The Contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a network familiar with the local political and commercial infrastructures, cultural and lingual background, and business practice. In order to assist the Navy's response to OOTW, the Contractor shall furnish personnel with the following qualifications:

36.3.1. Ability to speak the local language where OOTW is being conducted.
36.3.2. Capacity to travel to the OOTW or forward logistic site within 24 hours of notification.
36.3.3. Current inoculation records.
36.3.4. Possess a valid up-to-date passport.

36.4. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours a day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. The POC or his representative shall assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The Contractor shall ensure that sufficient personnel are available at each support location to effectively perform all necessary tasks. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

36.5. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the contractor's Husbanding fees and CLINS shall apply.

36.6. If an advance party arrives in a country for OOTW, the Contractor shall bill at the OOTW subsequent day rate. If the operation is on going, the Contractor shall bill the OOTW first day rate and then subsequent days. The Contractor may be required to support multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the Contractor's services are ordered.

36.7. Regardless of location, OOTW support requests for other than the basic service under this CLIN for operations not associated with ships are exempt from the requirements portion of the contract.

36.8. A sample of the potential list of OOTW and/or Exercise/ Logistic Support supplies and services is provided for Contractor reference in Exhibit C. The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the husbanding Contractor shall make every effort to locate at least three sources and shall provide a copy of all documents to the Contracting Officer. In very unique time sensitive situations, the Contractor may be tasked to

source and provide a large variety of supplies and services on a very compressed delivery schedule in support of large scale operations like NEOs, etc or other real world events. In these unique situations, the requirement to document market research and source selections for supplies/services over $3000 is still mandatory.

36.9. An exercise is defined as a prearranged, preplanned evolution being conducted between the Government and a foreign nation for training or other purpose of a specified duration. The name of the event will generally, but may not always, include the word “exercise”. It includes training efforts and exercise-like activity in preparation for actual contingencies.

36.10. The Contractor shall provide exercise and logistics support in the same manner as is provided for OOTW support.

36.11. Disaster Relief is defined as emergency operations or preparedness to support civil society to cope with natural or man-made disasters. Disaster relief is concerned with recovery efforts.

36.12. The Contractor shall provide disaster relief support in the same manner as is provided for OOTW support.

37. OOTW COST REPORT (CLIN XX37)

35.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for OOTW or each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The sample report format is provided in Exhibit D – CRAFT.

35.3. The report shall be submitted to FISC Detachment Singapore Contracting Officer or FISC Detachment Singapore within seven (7) working days of each ship’s departure.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 25

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00003	20-May-2008	N4034507RCSG0022	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-07-D-0003
	X	10B. DATED (SEE ITEM 13) 21-May-2007
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
MUTUAL AGREEMENT

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssns010817517

Schedule price revisions

1. The purpose of this modification is to revise the pricing schedule as provided in Exhibits A & B of the above -numbered contract as follows: CLINS 0001, 0002 and 0036 shall apply to all locations in Papua New Guinea and CLINs 0003 through 0034 prices are applicable to Port Moresby only.

Revisions to the OOTW language

2. The revised Exhibits A (schedule of supplies and services & B (Port Tariff Estimates), Overview and the OOTW language (SOW) changes are attached.
3. There is no increase in the contract estimated price.
4. All other terms and conditions shall remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 20-May-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been modified:
OVERVIEW
SECTION B1
OVERVIEW OF CONTRACT

1. OBJECTIVE

1.1. The objective of this contract is to obtain Husbanding Services for U.S. Navy ships and logistics support services required by U.S. Government organizations and agencies in all ports in Papua New Guinea.

1.2. Additionally, the husbanding contractor may be called upon to provide services and supplies in support of exercises and Operations Other Than War (OOTW) in Papua New Guinea.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) at any berthing or anchoring location in any port in Papua New Guinea.

2.2. The schedule of supplies/services and prices (See Exhibit A.) is sub-divided into lots. Lots may be for individual Ports or they may include several Ports under one (1) lot. For this contract CLINs 0001, 0002 and 0036 are for any port in Papua New Guinea. CLINs 0003 through 0032 prices are applicable to Port Moresby only.

2.3. The individual HS items provided under this contract are listed in Section B2, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).

2.4. There is also a requirement to assist the ship in obtaining unforeseen additional items relating to husbanding of the ship in port.

2.5. The holder of this contract is a US Navy contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT

3.1. This is a Firm-Fixed-Price Requirements contract. The Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services. This clause "DEFINITION OF THE CONTRACTUAL REQUIREMENT" complements the clause herein entitled "REQUIREMENTS (OCT 1995) (FAR 52.216-21)."

4. DURATION OF CONTRACT - This contract is for six (6) months commencing on 21 May 07. Additionally, the contract will include FAR 52.217-8 OPTION TO EXTEND SERVICES clause. The possible contract duration is twelve (12) months if the six (6) month extension of services is exercised under FAR 52.217-8.

5. CONTRACT USERS

5.1. Mandatory Users - U.S. Navy ships visiting locations covered under this contract are required to use this contract if HSs are requested (with the exceptions noted below). Ship classifications are listed in Attachment 1.

5.2. Optional Users - The following types of U.S. ships are not required to use this contract but may use it if desired. The Contractor is obligated to provide the service or supply at the same rates listed in The Schedule:

- Military Sealift Command Ships (USNS)
- U.S. Coast Guard (USCG) Ships
- U.S. Army Ships
- U.S. Government personnel conducting business in locations under this contract.
- Department of Defense (DoD) Chartered Ship: These ships usually have their own appointed agent. However, users of this contract are obligated to order the required services listed in the Schedule of Supplies and Services including any Force Protection. Services ordered are "all or none".

5.3. Exceptions: The Government has the choice to use or not use this contract under the following types of situations:

- During U.S. Military Exercises or Operations.
- When Host Nation provided support is available.
- When U.S. Government owned supplies or services are available.
- When ship repair work is being done in conjunction with the Port Visit.
- Ships operating outside the Command and control of the 7th Fleet, or other U.S. Navy Fleets.
- Whenever a fixed price product or service listed in this contract is available at a lower price under a port tariff.

6. MULTIPLE SHIP VISITS - The contractor is required to be able to simultaneously Husband a maximum of four (4) ships at one time.

7. ESTIMATED QUANTITIES - The number of ship visits and required services or supplies are only estimates. There is no guarantee that the government will meet or exceed the estimates. The ship is not obligated to use all items in The Schedule.

8. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities, or finally provide it themselves to include subcontractors. The Schedule lists what items are available through HN and Port Authorities.

9. MARK V HIGH-SPEED-INTERCEPTOR-CRAFT (HSIC) - Mark V (HSIC) Special Operations Craft may be in port or in the direct vicinity for up to 90 days conducting operations. The Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and Management fees will be based on the total fee for the pair of boats. Attachment 1 provides details.

10. LONG TERM SHIP VISITS –

10.1. For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The Contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit. During the period of reduction, the Contractor is relieved of all husbanding requirements specified by the Contracting Officer, Ordering Officer and / or AGR as unnecessary; and shall continue to provide only those services specifically authorized by the Contracting / Ordering Officer via verbal and /or written modification of the delivery order (CHT, trash removal, potable water etc).

10.2. Unique/Particular Situations:

10.2.1. Frequent ship visits between ports: If a ship is frequently visiting two or more ports, it will be charged the first day rate for the first day in each port. If the ship returns to one of the ports within three (3) days (i.e. prior to the fourth calendar day), subsequent visits to that port will be charged at the subsequent day rate. On the fourth day or subsequent day, the ship will be charged the first day rate (example: If the ship departs Friday and comes back before Tuesday, it will be charged subsequent day fees. If the ship comes back on Tuesday, it will be charged the first day rate).

10.2.2. If a ship comes into port and does not notify the Contractor or request any assistance, there will be no fees (e.g. if just dropping off passengers). If vessels request assistance of any kind, they will be charged first or subsequent days, subject to the conditions in paragraph 10.2.1. above.

10.3. Hazardous Material Disposal (HAZMAT)/Shipboard Generated Industrial Waste (SGIW): The Contractor shall not dispose/offload any hazardous waste requirements unless approval has been provided by the appropriate Navy Environmental office. Currently the only authorized locations approved to offload HAZMAT are Apra Harbor, Guam; Yokosuka, Japan; Sasebo, Japan; Hong Kong, China SAR and Singapore.

11. SHIPYARDS - U.S. Navy Ships in shipyards may order off of this contract without incurring Management Fees.

12. OTHER PERSONNEL - Other U.S. personnel conducting business at locations covered by this contract may order off of the contract without incurring Management Fees. These orders do not involve continuous management of husbanding services and maybe for items such as vehicles, phones or other services.

13. ORDERING

13.1. Ordering Items on Contract: Only Authorized Government Representatives (AGR) can place orders against this contract. AGRs for this contract are:

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any FISC Detachment Singapore warranted KO or their authorized representative.

13.2. Short Notice Orders: Occasionally, there may be short notice orders of less than 48 hours, which the Contractor should support if possible. If the Contractor cannot support these requirements, then the AGR may solicit them from other companies.

13.3. Substitutions: Substitution of ordered CLIN shall not be allowed unless authorized and accepted in writing by the AGR and requiring activity. If accepted by the AGR or requiring vessel, substituted CLINs shall only be charged at the rate of the originally ordered CLIN. An example would be if a 20 pax bus was ordered, but was not available and substituted with two 10 pax vans. The Contractor will only be able to charge for one 20 pax bus, not two 10 pax vans. If the requiring activity and AGR agree to rates of the substituted CLINs, then it is not considered to be substitution but a change to the requirement.

13.4. Cancellation of Orders:

13.4.1. Unless otherwise provided herein, in the event an order is cancelled at least 48 hours prior to the required delivery, the U.S. Government will not be liable for any charges. For any order not cancelled at least 48 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled “Termination for the Government’s Convenience (FAR 52.212-4)”, of the clause entitled “CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS” as negotiated. Any disagreements shall be subject to the Disputes clause in the contract.

13.4.2. In rare cases, when ordering of items requires long lead times, the Government may negotiate cost reimbursement under the Termination for the Government’s Convenience clause as stated above.

13.4.3. In all cases, the Contractor is responsible for taking all necessary steps to mitigate any damages or termination costs on behalf of the U.S. Government.

14. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English. All electronic communication between visiting vessels and contractor shall be copied to FISC Detachment Singapore Contracting Officer and Logistic Support Representative. This is to ensure oversight and assistance to either party as required.

15. STANDARDS FOR PROFESSIONAL SERVICES

15.1. The Contractor shall bring to the Navy the highest level of commitment to customer satisfaction including the timely delivery of goods and services at fair and reasonable prices to ships making port visits; continuous oversight of costs and performance throughout the areas covered by this contract; and, meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. To this end, the Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning cost and performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Services Officers and the U.S. Government.

15.2. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

15.3. The Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

15.4. The Contractor is responsible for ensuring that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

15.5. The Contractor will ensure that subcontractors comply with these requirements.

16. HEIGHTENED VIGILANCE

16.1. The Contractor has an obligation to be alert at all times in order to contribute to the protection of the ship and its crew. The Contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The Contractor also has an obligation to report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

16.2. The Contractor will fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the Contractor will identify to Navy Force Protection Personnel and Naval Criminal Investigative Service (NCIS) representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The Contractor will arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

17. EQUIPMENT - All vehicles, watercraft, and equipment provided must be in sound mechanical condition, be in compliance with local laws and specifications, meet all local safety standards, and have all required current certifications and insurance.

18. GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM) – In the event that the contractor is required to use government equipment, the Contractor shall be responsible for all loss or damage to, or the destruction of, Government property in its possession. The Contractor shall not be responsible for damage due solely to normal wear and tear.

19. CONTRACT PRICING

19.1. Contract Currency - All contract prices are in U.S. Dollars (US$).

19.2. Fixed Price - Prices are firm-fixed-price per unit and are inclusive of ALL costs.

19.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor perform during normal working hours, overtime for work performed outside normal working hours, weekend hours, holidays, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit. The Contractor shall only charge for actual usage while the vessel is in port.

19.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

19.2.3. Pre-Positioning / Pre-Staging - All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

19.2.4. Repositioning equipment. All repositioning of equipment when required shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

19.2.5. All local Government taxes are included in the unit cost.

19.3. Port Tariff (PT) or other controlled prices - (See Exhibit B - Port Tariffs). Items listed as PT where a port or local government type organization controls the price will be paid at the current published rates. For example, if a port provides the Tug boat then the Contractor can only charge the U.S. Government what was charged for the Tug by the port.

19.4. Time Calculations - Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged.

19.5. Demurrage - Demurrage charges shall only be charged if the Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a Collection Holding Transfer (CHT) truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but was not attended to until 1500 hrs when pumping begins. The contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs). Demurrage charges will be charged as stated in the schedule of supplies and services. This only applies to CLINs that have demurrage charges as sub-CLINs.

20. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

CHT Collection, Holding Transfer Sewage Removal and Disposal
CU M Cubic Meter
DAO Defense Attaché Officer
DY Day

EA	Each
GL	Gallon (3.785 Liters)
HR	Hour
IDD	International Direct Dialing
JB	Job
LO	Lot
M	Meter
MIN	Minimum
NSP	Not Separately Priced
OOTW	Operations Other Than War
PAX	Passenger
PK	Package
PT	Port Tariff
QTY	Quantity
TP	Trip

21. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any supply or service.

- CAMELS: See Fenders

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the year of the contract. The base year is zero (0), the first Option Year is one (1), and the second Option Year is two (2). (For example a base year would be 0XXX, and the first Option Year is 1XXX, and the second Option Year is 2XXX.) The second digit indicates the Lot number. (For example Lot 1 would be X1XX, Lot II would be X2XX) If there are no Lots in the contract then the second digit will be zero. (For example X0XX) The third and fourth digits are the service or supply item number. (For example XX01 is the first item, XX02 is the second item, and so forth.) If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX12 for Force Protection could be divided into XX12AA for Beach Guard Office and XX12AB Dive and Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: A calendar day.

- Delivery Order (D.O.): A delivery order is an order for supplies placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge. Commercial or commonly used self-fendering devices normally consist of car and/or truck tires. These may not be sufficient for U.S. Navy purposes. The Contractor is to inform visiting vessel/s of this fact so that additional Yokohama type pneumatic fenders may be ordered when and if required.

- FORCE PROTECTION (FP). Security measures to protect a ship and their crew from dangerous situations such as terrorist actions. FP includes taking as many steps as possible to deter an attack. The HS contractor is responsible for contract FP items.

- GARBAGE: See Attachment 2 – Refuse Definitions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL (GFE/GFM): Items fully transferred to the Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Host Nation Government tax is a levy on goods and services made in the local country. The tax rate will vary from with the location. The U.S. Government is usually exempt from host nation Government Taxes.

- HOST NATION (HN): The country, which is being visited by the U.S. ship.

- HUSBAND: To provide all supplies and services requested by a ship during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other contractors work with the ship, assisting with Non-Contract item requests, and generally taking care of all the needs of the ship and personnel on board. It should utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION (MOB & DEMOB):

  - Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

  - Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPARATELY PRICED (NSP): Item that is not separately priced. The CLIN for CRAFT should be factored into the Management Fee. The NSP CLIN is used to administratively order any unpriced items in accordance with the pricing rationale in paragraph refer to Section C (SOW), Arranging Supply and Services.

- POINT OF CONTACT (POC): A designated individual who is responsible for an item and is a single interface. The individual must be knowledgeable of the item and be able to answer questions and make decisions or obtain a decision when required.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples are pilot services, tugs, picket boats, security guards, and potable water. The Contractor has no control over the price and the ship will pay the prevailing rate at the time of service.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- RESERVED: An item not used in this contract. A "Reserved" item is an item that can be ordered when required but currently not available.

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and is authorized to sign contracts and place orders.

- TRASH: See Attachment 2 – Refuse Definitions.

22. CONTRACTOR REPRESENTATIVE – The Government shall contact the following Contractor person(s) for prompt contract management:

Name of Individual:	LEONARD G. FRANCIS	(b)(6), (b)(7)(C)
Title of Individual:	MANAGING DIRECTOR	
Mailing Address:	15D PANDAN ROAD SINGAPORE 609266	15D PANDAN ROAD SINGAPORE 609266
Tel No. (Work):	(65) 62727937	(b)(6), (b)(7)(C)
Fax No. (Work)	(65) 62707240	
Mobile No:	(65) 9798-3155	
E-mail addresses:	Leonard@glennmarinegroup.com glenncom@glennmarinegroup.com	(b)(6), (b)(7)(C)@glennmarinegroup.com glenncom@glennmarinegroup.com

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:
STATEMENT OF WORK
STATEMENT OF WORK (SOW)

TASKS: The Contractor shall perform the following tasks when ordered by an AGR.

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 1 – Classifications of Navy Ships)

1.1 PRE-ARRIVAL HUSBANDING DUTIES.

1.1.1. The Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The Contractor shall order requested services and supplies.

1.1.3. Pre-arrival CRAFT Cost Estimate - The Contractor shall furnish to each ship and FISC Detachment Singapore Contracting Officer a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship and the Contracting Officer within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship’s arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated “additional” costs.

1.1.4. These estimates shall be provided for all US Navy, Military Sea-lift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the Husbanding Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché at the U. S. Defense Attaché’s Office.

1.1.6. The Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

1.1.7. The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements.

1.1.8. The Contractor shall assist the ship's Advance Party to include planning and coordination meetings.

1.2. POST-ARRIVAL HUSBANDING DUTIES

The Contractor shall Husband the ship when at the berthing location.

1.2.2. The Contractor shall install all equipment upon ship arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The Contractor shall brief the designated ship representative about Contractor provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. Also, the Contractor will provide their POC information with 24 hour contact phone numbers.

1.2.5. The Contractor shall provide the SUPPO upon ship's arrival a copy of The Schedule and SOW, applicable port tariffs and current prices for frequently ordered services such as laundry services and vehicle rental.

1.2.6. Money Exchange Services:

1.2.6.1. The Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. This Official Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.6.2. The Contractor shall arrange for authorized moneychangers to exchange ship personnel U.S. dollars with local currency. Exchange services onboard ship shall be made available to crewmembers at least two hours daily with buy back service on the day before the ship's departure. The moneychangers may include a nominal commission of no more than plus or minus 1.5% difference from the Official Rate above.

1.2.7. Laundry Services:

1.2.7.1. The Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure.

1.2.7.2. The Contractor shall assist in resolving vendor billing discrepancies.

1.2.8. Interpreter Services:

1.2.8.1. All contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port.

1.2.8.2. The Contractor is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered by the Supply Officer under this contract or any other contract.

1.2.9. Mail Delivery Services: The Contractor shall provide mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

1.2.10. Moral Welfare and Recreation (MWR) Services:

1.2.10.1. The Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) contractor servicing the ship.

1.2.10.2. If an ITT contract has been awarded which covers Vietnam and Cambodia then the HS Contractor must refer all MWR requests to the authorized ITT contractor. If awarded, the ITT contractor is the U.S. Navy's sole representative for this service. Only MWR may sell, offer, offer to sell, or collect a fee for booking or providing accommodation, tours, travel, recreation or entertainment to the ship's crew. Under no circumstances will the Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

1.2.11. Passing Ship's Orders: The Contractor shall coordinate and pass orders, to include transmission via fax or e-mail, to other Contractors holding U.S. Government contracts. This service includes all necessary actions to facilitate the acceptance of supplies or services ordered under Government contracts. The HS Contractor shall also arrange for these contractors invoicing and payments by the ship. The HS contractor must have a mutual agreement with the other contractors to perform these services for them. Any disputes or discrepancies arising from the order will be resolved directly between the ship and the other contractor(s) with assistance from the HS Contractor and FISC Detachment Singapore.

1.2.12. Customs & Immigration: The Contractor shall assist ship personnel with immigration and customs requirements into their country. This includes providing Visa and Customs application forms. The Contractor shall contact the FISC Detachment Singapore prior to arrival to ascertain how many personnel will require assistance.

1.2.13. The Contractor shall facilitate the ship's timely departure.

1.2.13.1. The Contractor shall provide a timely cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.13.2. The Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided.

1.2.13.3. The Contractor shall remove all provided equipment.

1.3. ARRANGING SUPPLIES AND SERVICES

When requirements exist for items not priced in the Schedule of Supplies and Services, the Contractor shall assist the Supply Officer of the vessel in obtaining information from, and delivering information to, reliable sources for these items by identifying responsible sources, performing market surveys, providing pricing information from at least three sources whenever feasible, and delivering Government orders. In obtaining or delivering this information, the Contractor shall inform the potential sources that it is solely obtaining and delivering information for the U.S. Navy, and is not entering into any contractual commitment. The information obtained shall be submitted to the ship's Supply Officer and courtesy copy to FISC Detachment Singapore Contracting Officer who shall issue appropriate contractual documents. The Contractor shall deliver to the vendor the Supply Officer's or Contracting Officer's order to purchase the supplies or services. This order shall be in writing (facsimile and electronic transmission included) and signed by the Supply Officer or Contracting Officer specifying the price, item(s), quantity, and delivery requirements of the order. The Contractor shall facilitate receipt of the items by the ship. The Contractor is not required to arrange unofficial requirements or personal requests from individual crewmembers. In certain cases (i.e. Fuel, FF&V, Bread and Eggs) the Contractor shall use the SOWs furnished herein when arranging supplies and services.

In the event the above process cannot be followed by the Supply Officer, the Contractor is still responsible for promoting competition to the maximum extent practicable to obtain supplies and services from the source whose offer is the most advantageous to the Government. In addition, if the supply or service required is greater than

$3,000, the Contractor shall provide information on the results of competition conducted by providing: name of the sources contacted, amount of each offer received (indicating the items ordered, quantity, unit price and total price) and rational for decision. This information must be provided to FISC Detachment Singapore Contracting Officer during the ship visit or no later than 7 days after the ship's departure from the visited port. The Contractor's responsibility to promote competition as indicated in this paragraph will be evaluated based on the criteria established in Section B1, Overview, paragraph 15, Standards for Professional Service; sub-paragraph 15.1 and 15.2.

No later than 60 days after contract award, the Contractor is required to submit written policy and procedures on Arranging Supplies and Services (to include purchasing procedures). The Contracting Officer will review the plan for acceptability, and may require revisions to the policy. When the Contracting Officer deems the written policy and procedures acceptable to the Government, the Contracting Officer will approve the plan.

1.4. FRESH FRUITS AND VEGETABLES (FF&V), BREAD, EGGS, AND OTHER SUBSISTENCE ITEMS

1.4.1. When requested by the ship, the Husbanding Contractor shall assist in arranging for the timely provision of FF&V, Bread and Eggs and other subsistence items. FF&V shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using nightsoil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. The Husbanding Services Contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars (Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Any delivery charges shall already been part of the price and should not be shown separately.

1.4.2. In all cases where the total cost of FF&V and subsistence items received by a ship exceeds $10,000.00 for a port visit, the Contractor, in addition to the CRAFT reports, shall submit a report via e-mail to FISC Detachment Singapore within ten (10) days after the visit. The report shall provide a breakdown of the FF&V and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the Contractor shall provide copies of all quotes obtained.

1.4.3. The Husbanding Contractor is responsible for ensuring that the sources recommended to the ship's SUPPO for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Command Pacific. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection is provided as Attachment 8.

1.4.4. Husbanding Contractors shall consider this requirement for inspection of sources when recommending or selecting suppliers of subsistence items. Under no circumstances should the Contractor recommend or offer for acceptance subsistence items from non-approved sources.

1.4.5. The Contractor shall comply with the Quality Assurance Provisions as per Attachment 9.

1.5. PRE-SAILING VISIT: The Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor's best estimate and an adjustment will be made later.

1.5.1. The payment will be made by the ship prior to departure from the port. If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Officer, U.S. Navy Region Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury check. The Contractor must accept the U.S. Government commercial purchase card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPC is the Mastercard. If a ship uses a U.S. Government credit card, the ship shall

reimburse the Contractor any surcharge imposed by the financial institution processing the credit card transaction. The applicable credit card surcharge cannot exceed three (3) percent. Upon award of contract, the Contractor shall provide evidence furnished by theFinancial Institution of the credit card surcharge.

1.5.2. The Contractor shall also provide any invoices for port tariff items which have been completed for certification by the ship's Supply Officer.

1.5.3. Copies of all invoices presented to the ship shall be provided to FISC Detachment Singapore Contracting Officer within 5 working days from the departure of the visiting vessel.

1.5.4. The Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for this information shall be the Command Duty Officer, Supply Officer, or his designated representative.

2. OPERATIONS OTHER THAN WAR (OOTW) AND EXERCISE/ LOGISTIC SUPPORT FEES (LOT 2) (CLIN XX36)

2.1. Operations Other Than War (OOTW), sometimes referred to as “contingencies”, are defined as emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. In addition to rescue and humanitarian relief missions, military contingencies can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property; training efforts and exercises in preparation for actual contingencies shall also be included.

2.2. An exercise is defined as a prearranged, preplanned evolution being conducted between the U. S. Government and a foreign nation for Humanitarian, training, or other purpose of a specified duration. The name of the event will generally, but may not always, include the word “exercise.”

2.3. Logistic Support is defined as goods and services provided in a background framework to an operation or an exercise. Logistics Support can take place in the immediate vicinity of the operation/exercise or a great distance away.

2.4. An operation can be further defined as an unplanned, real world deployment of troops for an indefinite period of time. It can include Non-combatant Evacuation Operations (NEO’s).

2.5. The Navy's Husbanding Contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a country wide network familiar with the different political and commercial infrastructures, as well as cultural and language nuances where the OOTW and/or Exercise/ Logistic Support is conducted to ensure timely fulfillment of the Navy's requirements. In addition to the above, the Contractor shall furnish personnel with the following qualifications:

2.5.1. ability to speak the local language in the country of the OOTW and/or Exercise/ Logistic Support
2.5.2. capacity to travel to the OOTW or forward logistic site within 24 hours of notification
2.5.3. current innoculation records
2.5.4. possess a valid up-to-date passport.

2.6. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours a day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. He is there to assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The contractor team shall consist of a minimum of two personnel per location that the OOTW and/or Exercise/ Logistic Support is being conducted. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

2.7. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the Contractor's Husbanding fees and CLINS shall apply.

2.8. A sample of the potential list of OOTW and/or Exercise/ Logistic Support supplies and services is provided for contractor reference in Exhibit C. The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the Husbanding Contractor shall make every effort to locate at least three sources.

3. BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The Contractor shall place additional fenders between the breasting barge and the ship when requested.

3.3. The Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. BROW (CLIN XX04)

4.1. The Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not damage the surface of the pier.

4.2. Due to the dramatic height difference between the submarine deck and pier, the Contractor provided submarine brow must afford personnel a smooth and safe transit when entering or exiting thesubmarine deck. Also, the submarine brow must be capable of supporting shorepower cables without damaging the cable.

5. RESERVED - CAMELS (CLIN XX05) - The Contractor shall provide camels as fenders for the ship.

6. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX06)

6.1. The Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

6.2. The Contractor shall pump sewage from the ship to contractor-provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

6.3. The Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

6.4. The Contractor shall provide CHT hoses of sufficient length from contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

6.5. When collection of CHT is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship.

6.6. The Contractor shall properly dispose of all sewage in accordance with Section B1 - OVERVIEW of the contract section, paragraph 15, Standards for Professional Services.

6.7. The Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements.

7. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX07)

7.1. RESERVED - The Contractor shall arrange for landlines to be installed aboard the ship.

7.2. The Contractor shall provide fully charged, mobile hand phones with chargers capable of using dual voltage. Each mobile phone provided shall include a spare battery and an operating manual/instruction with published rates for usage.

7.3. The Contractor shall provide activation, auto roaming, long distance accounts, and airtime for land and mobile hand phones.

7.4. The Contractor shall provide commercial telephone booth and sale of phone cards for personal use by crewmembers.

7.5. The Contractor shall provide pre-paid International Calling Cards for official use.

8. CRANE (CLIN XX08) - The Contractor shall provide cranes with operators, required assistant personnel (minimum two assistants), and support equipment such as slings, lifting bars, and nets. When ordered, the Contractor is required to provide mobile crane services (shore crane and floating crane) with operator. The Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

9. DOCKAGE AND WHARFAGE (CLIN XX09) - The Contractor shall provide pier and wharf usage.

10. FENDERS (CLIN XX10) - The Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

11. FLEET LANDING (CLIN XX11) - The Contractor shall provide a Fleet Landing site at designated piers. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct Force Protection (FP) operations. The Contractor shall ensure that this area is kept clean during the ship visit in port.

12. FORCE PROTECTION (CLIN XX12)

12.1. General (CLINs XX01 & XX02): The Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The Contractor must develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The Contractor must coordinate all aspects of FP planning and services with Port Authorities, HN agencies, and U.S. Embassy security staff. If the HN is supplying FP assets the Contractor must verify they are available and are scheduled to show up on time. The Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

12.1.1. Access Points: The Contractor shall establish a single entry and exit point to the pier area.

12.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

12.1.3. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

12.1.3.1. Background Checks. The Contractor shall run security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees who fail this background investigation.

12.1.3.2. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

12.1.3.3. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

12.1.4. Access Lists: The Contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

12.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

12.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

12.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

12.1.5. Inspections. The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

12.1.6. Stand-Off Distances:

12.1.6.1. Objects: The Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.1.6.2. Unloading Zones: The Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship or to the maximum extent practicable.

12.1.7. Warning Signs: The Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

12.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. A clear warning must be given that the use of deadly force may be authorized by the local security guards or police force.

12.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area & Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

12.2. Non-Contract FP Measures: The Contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Detachment Singapore Contracting Officer. The Contractor must explain what the FP service will entail and why it is being required. The Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the Contractor will be either authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

12.3. Beach Guard Office or Tent (CLIN XX12AA)

12.3.1. The Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ships personnel while performing security checks on personnel, baggage, and vehicles.

12.3.2. The office or tent will be large enough to accommodate a minimum of five (5) people. Tents will have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The Contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 LB, CO_2 fire extinguisher will be provided and kept fully charged.

12.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

12.4. Dive and Vetting Operations (CLIN XX12AB)

12.4.1. The Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

12.4.2. The pier will be vetted prior to the ships arrival.

12.4.3. The Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

12.4.5. The Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

12.5. RESERVED - Floating Line of Demarcation (CLINs XX12AC and XX12AD)

12.5.1. The Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. Rather it is to help identify a safe standoff zone.

12.5.2. The Contractor shall comply with the specification of the FLD in Attachment 3.

12.6. Perimeter Fencing (CLIN XX12AE)

12.6.1. The Contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is

designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the Contractor will provide portable chain link fencing with vehicle and walk up entrances.

12.6.2. The perimeter fence provided by the Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved Entry Point: Entry available for vehicles and personnel.

12.7. Physical Security Barriers (CLIN XX12AF THRU XX12AJ)

12.7.1. The Contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

12.7.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used. As well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

12.7.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zig zag patterns to control the speed of access.

12.7.4. A personnel entry point must be established through the barriers.

12.7.5. Barriers may also be used to seal off secondary Port gates.

12.7.6. All barriers must be placed prior to a ship's arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

12.8. Picket Boats (CLIN XX12AK)

12.8.1. The Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

12.8.2. The Contractor shall comply with Attachment 4 for picket boat operations and specifications.

12.9. Portable Latrine (CLIN XX12AL)

12.9.1. The Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

12.9.2. The Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

12.9.3. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

12.9.4. The Contractor shall clean latrines twice daily.

12.10. Portable Lighting (CLIN XX12AM)

12.10.1. The Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Ports installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship.

12.10.2. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

12.11. Security Guards Services (CLINs XX12AN & XX12AP)

12.11.1. The Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

12.11.2. The Contractor shall comply with Attachment 5 for security guard operations.

12.11.3. All security guards (CLINs XX12AN and XX12AP) shall be armed.

12.11.4. Two Way Radios (CLIN XX12AQ) The Contractor shall provide two way radio sets capable of communicating with the ship, picket boats and to the shore patrol designated individuals.

12.12. Hand Held Explosive Detectors (CLIN XX12AR) – The Contractor shall provide hand held explosive detectors capable of detecting explosives.

12.13. Hand Held Metal Detectors (CLIN XX12AS) – The Contractor shall provide hand held metal detectors capable of detecing metal.

12.14. Walk Thru X-Ray Machine (CLIN XX12AU) & Metal Detector (CLIN XX12AT) - The Contractor shall provide walk thru X-ray Machine & metal detector capable of X-raying hand carried luggage and bags to determine its contents, and also capable of detecting metal. Equipment shall be manned by professionally trained operator to operate the equipment 24 hours a day.

13. FORKLIFT WITH OPERATOR (CLIN XX13) - The Contractor shall provide forklifts with operators for loading and unloading operations.

14. FUEL (CLIN XX14)

14.1. Normally, fuel is provided by the HN or by other U.S. Navy bunkering contracts. However, if those sources are not available, then the HS Contractor may be required to assist in obtaining the fuel. In that case, the Husbanding Contractor must comply with this paragraph and must ensure the attached specifications are met by the fuel provider.

14.2. If a ship requires the Husbanding Contractor to provide fuel, the Husbanding Contractor shall contact the bunkering contractor or HN source. If the HN or bunkering contractor can provide the fuel within the time needed, the Husbanding Contractor shall so inform the ship. However, if the HN or US Government bunkering contractor cannot deliver the fuel when required by the ship, the Contractor shall so inform the SUPPO or FISC Detachment Singapore and request approval to proceed. Only after this is done, may the Contractor arrange for fuel delivery.

14.3. The Contractor shall only charge fuel at the daily commercial fuel rate established by theh port or local authorities. The Contractor shall provide documentation of the daily rate to the SUPPO. The fuel price charged shall be free on board the ship whether at pier side or at anchor. Compensation for all husbanding efforts or costs associated with assisting in the acquisition and delivery of fuel (for instance, dealing with customs authorities) are included in, and otherwise covered by, the daily fixed husbanding services rates set out in the Schedule of Supplies/Services of this contract.

14.4. The Contractor shall provide fuel in accordance with Attachment 6 – Fuel Specifications.

14.5. The Contractor shall provide a fuel barge or truck to transport fuel to the ship.

14.6. The Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

14.7. The Contractor shall load the ordered fuel and transport to the ship. The Contractor shall transfer the fuel from the fuel barge or truck to the ship. The Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

14.8. The Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

15. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX15)

15.1. The Contractor shall remove and dispose of garbage and trash from the ship.

15.2. The Contractor shall provide dedicated refuse bins to the ship.

15.3. If collection is done by sea, the Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship.

15.4. The Contractor shall collect all loose refuse placed adjacent to refuse bins.

15.5. The Contractor shall immediately clean up any spilled refuse.

15.6. The Contractor shall properly dispose of all collected refuse.

16. RESERVED - LINESBOATS (CLIN XX16) - The Contractor shall provide Linesboats to assist in docking line handling operations.

17. LINE HANDLERS (CLIN XX17)

17.1. The Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier.

17.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

18. RESERVED - MANLIFT (WITH OPERATOR) (CLIN XX18)

18.1. The Contractor shall provide a manlift with operator and a full fuel tank.

18.2. The Contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 HR each morning.

18.3. The Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The Contractor shall maintain documentation of ship personnel acknowledgement of the training.

19. MATERIAL HANDLING (CLIN XX19)

19.1. The Contractor shall provide material handling services for the ship. They will receive material shipped to them to include clearing customs, store the items, report the status of the items, deliver to the ship, and forward the items if unable to deliver.

19.1.1. The Contractor shall use counter-to-counter delivery and charge by each Bill of Lading.

19.1.2. All material shipped shall be labeled “SHIP’S SPARE IN TRANSIT”

19.1.3. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship’s arrival.

19.1.4. Shipping documents shall be labeled ‘SHIP’S SPARE(S) IN TRANSIT” and addressed to the ship’s Commanding Officer of the Unit and care of the Contractor.

19.2. The Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel.

19.3. The Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

19.4. The Contractor shall use forklifts and cranes from The Schedule.

19.5. The Contractor shall receive the package from the carrier and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

19.6. The Contractor shall deliver the package to the shp after arrival in port or the following morning.

19.7. The Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative or FISC Detachment Singapore.

19.8. The Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship.

19.9. The Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

20. MISCELLANEOUS

20.1. INTERPRETER SERVICES (CLIN XX20AA) - The Contractor shall arrange for interpreter/translator services necessary to assure timely delivery and performance of the supplies and services ordered by the SUPPO. The interpreter/translator shall be fluent in both spoken and written local language and English.

21. OIL BOOMS (CLIN XX21)

21.1. The Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water.

21.2. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

21.3. The Contractor shall dispose all oil waste caught in the Oil Boom.

22. OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX22)

22.1. The Contractor shall remove oily waste and aggregate water from the ship.

22.2. The Contractor shall pump oily waste and aggregate water from the ship to Contractor provided equipment.

22.3. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed.

22.4. The Contractor shall provide hoses of sufficient length from contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

22.5. When removal is done via barge, the Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship.

22.6. The Contractor shall properly dispose of all oily waste and aggregate water.

22.7. The Contractor shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements.

23. RESERVED - PAINT FLOAT (CLIN XX23)

23.1. The Contractor shall provide paint floats to hold personnel painting the ship.

23.2. The paint float deck shall be between two (2) to three (3) meters above the waterline and the scaffolding shall be no higher than 3.5 meters from the deck.

23.3. The ship is responsible to secure the paint float to the ship if rented for more than one day.

24. PILOTS (CLIN XX24) - The Contractor shall provide qualified pilots to navigate the ship to and from the berthing locations.

25. POTABLE WATER (CLIN XX25) - The Contractor shall deliver fresh, potable water to the requesting ship in accordance with the current World Health Organization (WHO) Guidelines for drinking-water quality, located at http://www.who.int/water_sanitation_health/dwq/gdwq3rev/en/index.html, to the intake hose of the requesting ship suitable for showering, cooking and cleaning. Water availability shall be in accordance with the delivery schedule specified by the SUPPO. The ship shall test and determine acceptability of the water delivered.

26. SEAPORT QUARANTINE SERVICE (CLIN XX26) - The Contractor shall provide First Port of Entry Clearance with the local authorities.

27. RESERVED - REEFER CONTAINER (CLIN XX27)

27.1. The Contractor shall provide reefer containers with power source for refrigerated storage.

27.2. The Contractor shall provide diesel generators with fuel and properly sized to operate reefers continuously. Generators shall emit sound levels of less than 84 decibels.

27.3. The Contractor shall make all power connections between the generator and reefer.

27.4. The Contractor shall operate the reefer at the temperature specified by the ship.

28. RESERVED - SHORE POWER (CLIN XX28)

29. RESERVED – SHORE STEAM (CLIN XX29)

30. STEVEDORE SERVICES (CLI XX30) - The Contractor shall provide stevedores and supervisors for general labor.

31. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX31)

31.1. The Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

31.2. The Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

32. TRANSPORTATION VEHICLES (CLIN XX32)

32.1. The Contractor shall provide vehicle service with qualified drivers for official government business.

32.2. The Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

32.3. The Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

32.4. The Contractor shall provide drivers who can speak and understand English clearly.

32.5. The Contractor shall provide only vehicles with air conditioning.

32.6. The Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

32.7. The Contractor shall return all items left in rental vehicles to the ship's SUPPO or to FISC Detachment Singapore if the ship has departed.

32.8. The Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

33. TUGS (CLIN XX33)

33.1. The Contractor shall provide tugs to bring ships to and from berthing locations.

33.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

33.3. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

33.4. If tugs are not available through the port authority e.g. the port of Madang, the Contractor shall use commercially available tugs.

34. WATER TAXIS (CLIN XX34)

34.1. The Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 7 – Water Taxi Specifications.

34.2. The Contractor shall return all items left in water taxis to the ship's SUPPO or FISC Detachment Singapore.

34.3. The Contractor shall obtain written acknowledgement of water taxi service by the ship’s duty officer onboard. Logs shall be used to document arrival and departure times.

35. CRAFT REPORT (CLIN XX35)

35.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit D - CRAFT.

35.2. The report shall be submitted to FISC Detachment Singapore Contracting Officer or FISC Detachment Singapore within seven (7) working days of each ship's departure.

36. OPERATIONS OTHER THAN WAR (OOTW)/CONTINGENCY OPERATIONS AND DISASTER RELIEF FEES (CLIN XX36) See paragraph 2 above also.

36.1. OOTW refers to a "Contingency operation" as that term is defined in FAR 2.101. In addition, for purposes of this contract, it refers to rescue and humanitarian relief missions, Non-combatant Evacuation Operations (NEO's), or an unplanned, real world deployment of troops for an indefinite period of time. The provisions of FAR Part 18, Emergency Acquisitions (effective 5 Jul 2006), apply in full to the OOTW requirements of this contract.

36.2. Logistics Support is defined as goods and services provided in a background framework to an operation. Logistics Support can take place in the immediate vicinity of the operation or a great distance away.

36.3. The Contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a network familiar with the local political and commercial infrastructures, cultural and lingual background, and business practice. In order to assist the Navy's response to OOTW, the Contractor shall furnish personnel with the following qualifications:

36.3.1. Ability to speak the local language where OOTW is being conducted.
36.3.2. Capacity to travel to the OOTW or forward logistic site within 24 hours of notification.
36.3.3. Current inoculation records.
36.3.4. Possess a valid up-to-date passport.

36.4. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours a day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. The POC or his representative shall assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The Contractor shall ensure that sufficient personnel are available at each support location to effectively perform all necessary tasks. If there are multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

36.5. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the contractor's Husbanding fees and CLINS shall apply.

36.6. If an advance party arrives in a country for OOTW, the Contractor shall bill at the OOTW subsequent day rate. If the operation is on going, the Contractor shall bill the OOTW first day rate and then subsequent days. The Contractor may be required to support multiple operations at same time, or a single operation at multiple locations, the Contractor may bill for each operation/location for which the Contractor's services are ordered.

36.7. Regardless of location, OOTW support requests for other than the basic service under this CLIN for operations not associated with ships are exempt from the requirements portion of the contract.

36.8. A sample of the potential list of OOTW and/or Exercise/ Logistic Support supplies and services is provided for Contractor reference in Exhibit C. The Contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for these items at the time of placing the order. In conducting market research for requirements over $3,000, the husbanding Contractor shall make every effort to locate at least three sources and shall provide a copy of all documents to the Contracting Officer. In very unique time sensitive situations, the Contractor may be tasked to

source and provide a large variety of supplies and services on a very compressed delivery schedule in support of large scale operations like NEOs, etc or other real world events. In these unique situations, the requirement to document market research and source selections for supplies/services over $3000 is still mandatory.

36.9. An exercise is defined as a prearranged, preplanned evolution being conducted between the Government and a foreign nation for training or other purpose of a specified duration. The name of the event will generally, but may not always, include the word “exercise”. It includes training efforts and exercise-like activity in preparation for actual contingencies.

36.10. The Contractor shall provide exercise and logistics support in the same manner as is provided for OOTW support.

36.11. Disaster Relief is defined as emergency operations or preparedness to support civil society to cope with natural or man-made disasters. Disaster relief is concerned with recovery efforts.

36.12. The Contractor shall provide disaster relief support in the same manner as is provided for OOTW support.

37. OOTW COST REPORT (CLIN XX37)

35.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for OOTW or each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The sample report format is provided in Exhibit D – CRAFT.

35.3. The report shall be submitted to FISC Detachment Singapore Contracting Officer or FISC Detachment Singapore within seven (7) working days of each ship’s departure.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	20-May-2008	N4034507RCSG0022	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-07-D-0003
	X	10B. DATED (SEE ITEM 13) 21-May-2007
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) MUTUAL AGREEMENT

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: nyssns010817511

Continuity of performance of services

1. The purpose of this modification is to extend the performance of services from 21 May 2008 through 31 August 2008.
2. There is no increase in price as a result of this extension.
3. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER
		TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 19-May-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-NOV-2007 TO 20-MAY-2008	N/A	SEE SCHEDULE . SEE SCHEDULE SEE SCHEDULE AP 96534 FOB: Destination	A00000

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-MAY-2008 TO 31-AUG-2008	N/A	SEE SCHEDULE . SEE SCHEDULE SEE SCHEDULE AP 96534 FOB: Destination	A00000

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	21-Nov-2007	N4034507RCSG0022	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-07-D-0003
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 21-May-2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual agreement

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssns01084003

Extend services.

1. The purpose of this modification is to extend services using the option to extend services clause at FAR 52.217-8 through 20 May 08.
2. There is no price increase as a result of this modification.
3. All other terms and conditions shall remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED 22-Nov-2007
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule for CLIN 0001 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-NOV-2007 TO 20-MAY-2008	N/A	SEE SCHEDULE . SEE SCHEDULE SEE SCHEDULE AP 96534 FOB: Destination	A00000

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.216-21 Alt I Requirements (Oct 1995) - Alternate I APR 1984

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER N4034507RCSG0005

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-07-D-0001	11-Dec-2006		N40345-07-R-0001	28-Nov-2006

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)* 8. OFFER DUE DATE/LOCAL TIME 02:00 PM 05 Dec 2006

9. ISSUED BY CODE N40345

U.S. FLEET AND INDUSTRIAL SUPPLY CENTER
DET SINGAPORE
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SMALL BUSINESS
  - [ ] HUBZONE SMALL BUSINESS
  - [ ] 8(A)

NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [X] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING 12

14. METHOD OF SOLICITATION
- [ ] RFQ
- [ ] IFB
- [X] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE LTD
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$523,994.00

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE HS Philippines
- [X] OFFER DATED 05-Dec-2006 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED 11-Dec-2006

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) Contracting Officer

TEL: (b)(6), (b)(7)(C)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001		1	Lot		

Base Period - Husbanding Service
FFP
See Attachment JXXX for a complete listing of all CLINS and SUBCLINS for this CLIN.
See Exhibit A for a complete listing of all CLINS and SUBCLINS for this CLIN.
THIS SOLICITATION IS ISSUED USING THE SIMPLIFIED ACQUISITION PROCEDURES AS AUTHORIZED BY FAR PART 13.5
FOB: Destination
PURCHASE REQUEST NUMBER: N4034507RCSG0005

ESTIMATED NET AMT	$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
9000		1	Lot	$523,994.00	$523,994.00

Exhibit A - ELIN's
FFP
Husbanding Services Philippines
Price shall be in US dollars and inclusive of weekend, overtime/holiday rates, mobilization, demobilization, pre-positioning and applicable disposal/quarantine fees unless otherwise stated.
FOB: Destination
PURCHASE REQUEST NUMBER: N4034507RCSG0005

ESTIMATED NET AMT	$523,994.00

Section C - Descriptions and Specifications

OVERVIEW SECTION III
OVERVIEW OF CONTRACT

1. OBJECTIVE - The objective of this contract is to obtain husbanding services for U.S. Navy Ships visiting the Philippines.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) at any berthing or anchoring location in the Philippines. It is to provide services and supplies requested by the ships while in port.

2.2. This contract also includes logistic support services and supplies for Operations Other Than War (OOTW) required by other U.S. Government organizations or agencies. Examples include U.S. Marine Corps, U.S. Army, U.S. Air Force, Military Sealift Command (MSC), NFAF Fleet, U.S. Coast Guard, etc.

2.3. The contract may be subdivided into Lots. Lots may be for individual Ports or they may include several Ports under one Lot. For this contract, Lot 1 is for Manila, Lot 2 is for Subic Bay, Lot 3 is for Cebu, Lot 4 is for All Other ports in Philippines and Lot 5 is for Operations Other Than War (OOTW) in the country.

2.4. The individual HS items provided under this contract are listed in Exhibit A, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).

2.5. There is also a requirement to assist the ship in obtaining unforeseen additional items relating to husbanding of the ship in port.

2.6. The holder of this contract is a US Navy contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price Requirements contract. The Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services.

4. DURATION OF CONTRACT - This contract is for six (6) months. Additionally, the contract will include FAR52.217-8 OPTION TO EXTEND SERVICES clause. The possible contract duration is twelve (12) months if the six (6) month extension of services is exercised under FAR 52.217-8.

5. CONTRACT USERS

5.1. Mandatory Users - U.S. Navy ships visiting locations covered under this contract are required to use this contract if HSs are requested (with the exceptions noted below). Ship classifications are listed in Attachment 2.

5.2. Optional Users - The following types of U.S.ships are not required to use this contract but may use it if desired. The Contractor is obligated to provide the service or supply at the same rates listed in The Schedule:

Military Sealift Command Ships (USNS)
U.S. Coast Guard (USCG) Ships
U.S. Army Ships
Department of Defense (DOD) Chartered Ships
U.S. Government personnel conducting business in locations under this contract.

5.3. Exceptions: The Government has the choice to use or not use this contract under the following types of situations:

During U.S. Military Exercises or Operations.

When Host Nation provided support is available.
When U.S. Government owned supplies or services are available.
When ship repair work is being done in conjunction with the Port Visit.

6. MULTIPLE SHIP VISITS - The contractor is required to be able to simultaneously husband a maximum of six (6) ships at one time.

7. ESTIMATED QUANTITIES - The number of ship visits and required services or supplies are only estimates. There is no guarantee that the government will meet or exceed the estimates. The ship is not obligated to use all items in The Schedule.

8. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities, or finally provide it themselves to include subcontractors. The Schedule lists what items are available through HN and Port Authorities.

9. MARK V (HSIC) SPECIAL OPERATIONS CRAFT - Mark V (HSIC) Special Operations Craft may be in port or in the direct vicinity for up to 90 days conducting operations. The Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels shall only be charged Class IA Management Fees as stated in the schedule. Attachment 2 provides details – Classification of Navy Ships.

10. LONG TERM SHIP VISITS – For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit. During the period of reduction, the Contractor is relieved of all husbanding requirements specified by the Contracting Officer, Ordering Officer and / or AGR as unnecessary; and shall continue to provide only those services specifically authorized by the Contracting / Ordering Officer via verbal and /or written modification of the delivery order (CHT, trash removal, potable water etc).

11. SHIPYARDS - U.S. Navy Ships in shipyards may order off of this contract without incurring Management Fees.

12. OTHER PERSONNEL – Other U.S personnel conducting business at locations covered by this contract may order off of the contract without incurring Management Fees. These orders do not involve continuous management husbanding services and are for items such as vehicles, phones or other services.

13. ORDERING

13.1. Ordering Items on Contract: Only Authorized Government Representatives (AGRs) can place orders against this contract. AGRs for this contract are:

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any FISC Det Singapore warranted KO or their authorized representative.

13.2. Short Notice Orders: Occasionally, there may be short notice orders of less than 48 hours, which the contractor should support if possible. If the Contractor cannot support these requirements, then the AGR may solicit them from other companies.

13.3. Substitutions: Substitution of ordered CLIN shall not be allowed unless authorized and accepted in writing by the AGR and requiring activity. If accepted by the AGR or requiring vessel, substituted CLINs shall only be charged at the rate of the originally ordered CLIN. An example would be if a 20 pax bus was ordered, but was not available and substituted with two 10 pax vans. The Contractor will only be able to charge for one 20 pax bus not two 10 pax vans. If the requiring

activity and AGR agree to rates of the substituted CLINs, then it is not considered to be substitution but a change to the requirement.

13.4. Cancellation of Orders:

13.4.1. Unless otherwise provided herein, in the event an order is canceled at least 24 hours prior to the required delivery, the U.S. Government will not be liable for any charges. For any order not canceled at least 24 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the cntrct clause titled "Termination for the Government's Convenience (FAR 52.212-4)", as negotiated. Any disagreements shall be subject to the Disputes clause in the contract.

13.4.2. In rare cases where long lead items were ordered, the Government may negotiate cost reimbursement under the Termination for the Government's Convenience clause as stated above.

13.4.3. In all cases, the Contractor is responsible for taking all necessary steps to mitigate any damages or termination costs on behalf of the U.S. Government.

14. CORRESPONDENCE IN ENGLISH - All correspondence will be in English. All electronic communication between visiting vessels and contractor shall be copied to FISC Det Singapore Contracting Officer and Logistic Support Representative. This is to ensure oversight and assistance to either party as required.

15. STANDARDS FOR PROFESSIONAL SERVICES

15.1. The Contractor shall bring to the Navy the highest level of commitment to customer satisfaction including the timely delivery of goods and services at fair and reasonable prices to ships making port visits; continuous oversight of costs and performance throughout the areas covered by this contract; and, meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. To this end, the Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning cost and performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Services Officers and the U.S. Government.

15.2. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

15.3. The Contractor shall be responsible for obtaining any necessary insurance, licenses, permits, accreditations, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

15.4. The Contractor shall ensure that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

15.5. The Contractor will ensure that subcontractors comply with these requirements.

16. HEIGHTENED VIGILANCE

16.1. The contractor has an obligation to be alert at all times in order to contribute to the protection of the ship and its crew. The contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The contractor also has an obligation to report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

16.2. The Contractor will fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the Contractor will identify to Navy Force Protection Personnel and NCIS representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The Contractor will arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

17. EQUIPMENT - All vehicles, watercraft, and equipment provided under this contract must be in sound mechanical condition, be in compliance with local laws, meet all local safety standards, and have all required current certifications and insurance.

18. RESERVED - (GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM)

19. CONTRACT PRICING

19.1. Contract Currency – All contract prices are in U.S. Dollars (US$).

19.2. Fixed Price - Prices are firm-fixed-price per unit and are inclusive of ALL costs.

19.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit. The Contractor shall only charge for actual usage while the vessel is in port.

19.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

19.2.3. Pre-Positioning / Pre-Staging. All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

19.2.4. Repositioning equipment. All repositioning of equipment when required shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

19.2.5. All Philippine Government Taxes are included in the unit cost when applicable.

19.3. Port Tariff (PT) or other controlled prices – (See Exhibit B – Port Tariff Costs) Items listed as PT for Port Authority or other government type organizations will be paid at the current published rates. For example, if the port provides items such as Tugs, Line Handlers, Brows, Landline telephones, and /or Cranes. They will be listed as PT in The Schedule. The Contractor can only charge the U.S. Government at what was charged by relevant port authorities.

19.4. Time Calculations. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged.

19.5. Demurrage. Demurrage charges shall only be charged if the Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a CHT truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but was not attended to until 1500 hrs when pumping begins. The contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs).

Demurrage charges will be charged as stated in the schedule of supplies and services. This only applies to CLINS that have demurrage charges as sub-CLINs.

20. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

BG	Bag
DY	Day
EA	Each
GL	Gallon (3.785 Liters)
HR	Hour
JB	Job
LO	Lot
MO	Month
NSP	Not Separately Priced
PK	Package
PT	Port Tariff
TBD	To Be Determined
TP	Trip

21. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any supply or service.

- CAMELS: See Fenders

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the year of the contract. The base year is zero (0), Option Year 1 is one (1), and Option Year 2 is two (2). (For example a base year would be 0XXX, and the Option Year 1is 1XXX, and Option Year 2 is 2XXX.) The second digit indicates the Lot number. (For example Lot 1 would be X1XX, Lot II would be X2XX). The third and fourth digits are the service or supply item number. (For example XX01 is the first item, XX02 is the second item, and so forth.) If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX12 for Force Protection could be divided into XX12AA for Beach Guard Office and XX12AB for Dive & Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract, place an order, or obligate funds.

- DAY: A calendar day.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge. Commercial or commonly used self-fendering devices normally consist of car and/or truck tires. These may not be sufficient for U.S. Navy purposes. The Contractor is to inform visiting vessel/s of this fact so that additional yokohama type pneumatic fenders may be ordered when and if required.

- FORCE PROTECTION (FP). Security measures to protect a ship and their crew from dangerous situations such as terrorist actions. FP includes taking as many steps as possible to deter an attack. The HS contractor is responsible for contract FP items.

- GARBAGE: See Attachment 1 - Refuse Definitions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL: Items fully transferred to the Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Government tax is a levy on goods and services made in the local country. The tax rate will vary from with the location. U.S. Navy is usually exempt from Government Taxes.

- HOST NATION: The country which is being visited by the U.S. ship.

- HUSBAND: To provide all supplies and services requested by a ship during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other contractors work with the ship, assisting with Non-Contract item requests, and generally taking care of all the needs of the ship and personnel on board. It should utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION:

- Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.
- Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPARATELY PRICED (NCP): Item that is not separately priced. Cost of the item should be factored into the Management Fee.

- POINT OF CONTACT (POC): A designated individual who is responsible for an item and is a single interface. The individual must be knowledgeable of the item and be able to answer questions and make decisions or obtain a decision when required.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities or other government type organizations where the price is pre-established and controlled. Examples are pilot services, tugs, security guards, and potable water. The Contractor has no control over the price and the ship will pay the prevailing rate at the time of service.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- PROPERLY: Conform to the required standard of competence in the relevant profession, trade or industry. Comply with requirements for insurance, licenses, permits and accreditations in connection with work performance.

- "RESERVED": An item not used in this contract.

- RUBBISH: See Attachment 1 – Refuse Definitions.

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and is authorized to sign contracts and place orders.

- TASK ORDER (T.O.): A task order is an order for services placed against an established contract or with Government sources.

- TRASH: See Attachment 1 – Refuse Definitions.

- TRIP: From one point to another and back (round trip)

- WEEK: A week consists of seven (7) full days

22. CONTRACTOR REPRESENTATIVE – The Government shall contact the following Contractor person(s) for prompt contract management:

Name of Individual: Leonard G. Francis

Title of Individual: Managing Director

Mailing Address: 15D Pandan Road, Singapore 609266

Tel No. (Work): (65) 62727937

Fax No. (Work): (65) 62707240

Mobile: (65) 97983155

E-mail address: Leonard@glennmarinegroup.com; glenncom@glennmarinegroup.com

CLAUSES INCORPORATED BY FULL TEXT

TASKS: The Contractor shall perform the following tasks when ordered by an AGR.

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 2 – Classifications of Navy Ships)

1.1 PRE-ARRIVAL HUSBANDING DUTIES.

1.1.1. The Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The Contractor shall order requested services and supplies.

1.1.3. Pre-arrival CRAFT Cost Estimate - The contractor shall furnish to each ship and FISC Det Singapore Contracting Officer a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship and the Contracting Officer within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship’s arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated “additional” costs.

1.1.4. These estimates shall be provided for all US Navy, Military Sea-lift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the Husbanding Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché’ at the U. S. Defense Attaché Office.

1.1.6. The Contractor shall prepare and stage all required supplies and equipment prior to the ship’s arrival. Staging may be as required by each location.

1.1.7. The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements. For example, the HS Contractor would coordinate Provisioning contractors delivery dates, times, forklifts, cranes, stevedores, inspections, or any other item needed for them to perform their work at the berth.

1.1.8. The Contractor shall assist the ship’s Advance Party to include planning and coordination meetings.

1.2. POST-ARRIVAL HUSBANDING DUTIES

The Contractor shall Husband the ship when at the berthing location.

1.2.2. The Contractor shall install all equipment upon ship arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The Contractor shall brief the designated ship representative about Contractor provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. Also, the contractor will provide their POC information with 24 hour contact phone numbers.

1.2.5. The Contractor shall provide the SUPPO upon ship's arrival a copy of The Schedule and SOW, applicable port tariffs and current prices for frequently ordered services such as laundry services and vehicle rental.

1.2.6. Money Exchange Services:

1.2.6.1. The Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. This Official Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.6.2. Moneychangers: The Contractor shall arrange for authorized moneychangers to exchange ship personnel U.S. dollars with local currency. Exchange services onboard ship shall be made available to crewmembers at least two hours daily with buy back service on the day before the ship's departure. The exchange rate will be the "Interbank Rate – Median Price" at the internet site www.oanda.com on the date of the exchange of currency (extended out to four decimal points). The moneychangers may include a nominal commission of no more than plus or minus 1.5% difference from the Official Rate above.

1.2.7. Laundry Services:

1.2.7.1. The contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure.

1.2.7.2. The Contractor shall assist in resolving vendor billing discrepancies.

1.2.8. Interpreter Services:

1.2.8.1. All contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port.

1.2.8.2. The Contractor is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered by the Supply Officer under this contract or any other contract.

1.2.9. Mail Delivery Services: The Contractor shall provide mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

1.2.10. Moral Welfare and Recreation (MWR) Services:

1.2.10.1. The Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) contractor servicing the ship.

1.2.10.2. If an ITT contract has been awarded which covers the Philipines then the HS Contractor must refer all MWR requests to the authorized ITT contractor. If awarded, the ITT contractor is the U.S. Navy's sole representative for this service. Only MWR may sell, offer, offer to sell, or collect a fee for booking or providing accommodation, tours, travel, recreation or entertainment to the ship's crew. Under no circumstances will the Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

1.2.11. Passing Ship's Orders: The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements. For example, the HS Contractor would coordinate Provisioning contractors delivery dates, times, forklifts, cranes, stevedores, inspections, or any other item needed for them to perform their work at the berth. The HS Contractor shall also arrange for these contractors invoicing and payments by the ship. The HS contractor must have a mutual agreement with the other contractors to perform these services for them. Any disputes or discrepancies arising from the order will be resolved directly between the ship and the other contractor(s) with assistance from the HS Contractor and FISC Det Manila.

1.2.12. Customs & Immigration: The Contractor shall assist ship personnel with immigration and customs requirements into their country. This includes providing Visa and Customs application forms. The Contractor shall contact the FISC Det Manila prior to arrival to ascertain how many personnel will require assistance.

1.2.13 The Contractor shall facilitate the ship's timely departure.

1.2.13.1 The Contractor shall provide a timely cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.13.2. The Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided.

1.2.13.3. The Contractor shall remove all provided equipment.

1.3. ARRANGING SUPPLIES AND SERVICES

When requirements exist for items not priced in the Schedule of Supplies and Services, the Contractor shall assist the Supply Officer of the vessel in obtaining information from, and delivering information to, reliable sources for these items by identifying responsible sources, performing market surveys, providing pricing information from at least three sources whenever feasible, and delivering Government orders. In obtaining or delivering this information, the Contractor shall inform the potential sources that it is solely obtaining and delivering information for the U.S. Navy, and is not entering into any contractual commitment. The information obtained shall be submitted to the ship's Supply Officer and courtesy copy to FISC Det Singapore Contracting Officer who shall issue appropriate contractual documents. The Contractor shall deliver to the vendor the Supply Officer's or Contracting Officer's order to purchase the supplies or services. This order shall be in writing (facsimile and electronic transmission included) and signed by the Supply Officer or Contracting Officer specifying the price, item(s), quantity, and delivery requirements of the order. The Contractor shall facilitate receipt of the items by the ship. The Contractor is not required to arrange unofficial requirements or personal requests from individual crewmembers. In certain cases (i.e. Fuel, FFV, Bread and Eggs) the contractor shall use the SOWs furnished herein when arranging supplies and services.

In the event the above process cannot be followed by the Supply Officer, the Contractor is still responsible for promoting competition to the maximum extent practicable to obtain supplies and services from the source whose offer is the most advantageous to the Government. In addition, if the supply or service required is greater than $3,000, the Contractor shall provide information on the results of competition conducted by providing: name of the sources contacted, amount of each offer received (indicating the items ordered, quantity, unit price and total price) and rational for decision. This information must be provided to FISC Det Singapore Contracting Officer during the ship visit or no later than 7 days after the ship's departure from the visited port. The Contractor's responsibility to promote competition as indicated in this paragraph will be evaluated based on the criteria established in Section C, Overview, paragraph 15, Standards for Professional Servic; sub-paragraph 15.1 and 15.2.

No later than 60 days after contract award, the contractor is required to submit written policy and procedures on Arranging Supplies and Services (to include purchasing procedures). The Contracting Officer will review the plan

for acceptability, and may require revisions to the policy. When the Contracting Officer deems the written policy and procedures acceptable to the Government, the Contracting Officer will approve the plan.

1.4. FRESH FRUITS AND VEGETABLES (FF&V), BREAD, EGGS, AND OTHER SUBSISTENCE ITEMS

1.4.1. When requested by the ship, the husbanding contractor shall assist in arranging for the timely provision of FFV, Bread and Eggs and other subsistence items. FFV shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using nightsoil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. Bread and Eggs must be in accordance with Attachments 9 and 10. The husbanding services contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars (Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Any delivery charges shall already been part of the price and should not be shown separately.

1.4.2. In all cases where the total cost of FFV and subsistence items received by a ship exceeds $10,000.00 for a port visit, the contractor, in addition to the CRAFT reports, shall submit a report via e-mail to FISC Det Manila within ten (10) days after the visit. The report shall provide a breakdown of the FFV and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the contractor shall provide copies of all quotes obtained.

1.4.3. The husbanding contractor is responsible for ensuring that the sources recommended to the ship's SUPPO for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Detachment, Europe. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection is provided as Attachment 11.

1.4.4. Husbanding contractors shall consider this requirement for inspection of sources when recommending or selecting suppliers of subsistence items. Under no circumstances should the contractor recommend or offer for acceptance subsistence items from non-approved sources.

1.4.5. The Contractor shall comply with the Quality Assurance Provisions as per attachment 12.

1.5. PRE-SAILING VISIT: The Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor's best estimate and an adjustment will be made later.

1.5.1. The payment will be made by the ship prior to departure from the port. If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Officer, U.S. Naval Regional Contracting Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury check. The Contractor must accept the U.S. Government commercial purchase card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPC is the Mastercard. If a ship uses a U.S. Government credit card, the ship shall reimburse the Contractor any surcharge imposed by the financial institution processing the credit card transaction. The applicable credit card surcharge cannot exceed three (3) percent. Upon award of contract, the Contractor shall provide evidence furnished by theFinancial Institution of the credit card surcharge.

1.5.2. The Contractor shall also provide any invoices for port tariff items which have been completed for certification by the ship's Supply Officer.

1.5.3. Copies of all invoices presented to the ship shall be provided to FISC Det Manila Contracting Officer within 5 working days from the departure of the visiting vessel.

1.5.4. The Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for this information shall be the Command Duty Officer, Supply Officer, or his designated representative.

2. OPERATIONS OTHER THAN WAR (OOTW) AND EXERCISE/ LOGISTIC SUPPORT FEES (LOT 5)

2.1. Operations Other Than War (OOTW), sometimes referred to as "contingencies", are defined as emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. In addition to rescue and humanitarian relief missions, military contingencies can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property; training efforts and exercises in preparation for actual contingencies shall also be included.

2.2. An exercise is defined as a prearranged, preplanned evolution being conducted between the U. S. Government and a foreign nation for Humanitarian, training, or other purpose of a specified duration. The name of the event will generally, but may not always, include the word "exercise."

2.3. Logistic Support is defined as goods and services provided in a background framework to an operation or an exercise. Logistics Support can take place in the immediate vicinity of the operation/exercise or a great distance away.

2.4. An operation can be further defined as an unplanned, real world deployment of troops for an indefinite period of time. It can include Non-combatant Evacuation Operations (NEO's).

2.5. The Navy's husbanding contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a country wide network familiar with the different political and commercial infrastructures, as well as cultural and language nuances where the OOTW and/or Exercise/ Logistic Support is conducted to ensure timely fulfillment of the Navy's requirements. In addition to the above, the contractor shall furnish personnel with the following qualifications:

2.5.1. ability to speak the local language in the country of the OOTW and/or Exercise/ Logistic Support
2.5.2. capacity to travel to the OOTW or forward logistic site within 24 hours of notification
2.5.3. current innoculation records
2.5.4. possess a valid up-to-date passport

2.6. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours a day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. He is there to assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The contractor team shall consist of a minimum of two personnel per location that the OOTW and/or Exercise/ Logistic Support is being conducted. If there are multiple operations at same time, or a single operation at multiple locations, the contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

2.7. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the contractor's Husbanding fees and CLINS shall apply.

2.8. A sample of the potential list of OOTW and/or Exercise/ Logistic Support supplies and services is provided for contractor reference in Exhibit C. The contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for

these items at the time of placing the order. In conducting market research for requirements over $3,000, the husbanding contractor shall make every effort to locate at least three sources.

3. BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The Contractor shall place additional fenders between the breasting barge and the ship when requested.

3.3. The Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. BROW (CLIN XX04)

4.1. The Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not damage the surface of the pier.

4.2. Due to the dramatic height difference between the submarine deck and pier, the Contractor provided submarine brow must afford personnel a smooth and safe transit when entering or exiting thesubmarine deck. Also, the submarine brow must be capable of supporting shorepower cables without damaging the cable.

5. CAMELS (CLIN XX05) - The Contractor shall provide camels as fenders for the ship.

6. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX06)

6.1. The Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

6.2. The Contractor shall pump sewage from the ship to Contractor provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

6.3. The Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

6.4. The contractor shall provide CHT hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

6.5. When collection of CHT is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship.

6.6. The Contractor shall properly dispose of all sewage in accordance with OVERVIEW of the contract section, paragraph 14, Standards for Professional Services.

6.7. The Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements.

7. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX07)

7.1. The Contractor shall arrange for landlines to be installed aboard the ship.

7.2. The Contractor shall provide fully charged, mobile hand phones with chargers capable of using dual voltage. Each mobile phone provided shall include a spare battery and an operating manual/instruction with published rates for usage.

7.3. The Contractor shall provide activation, auto roaming, long distance accounts, and airtime for land and mobile hand phones.

7.4. The Contractor shall provide commercial telephone booth and sale of phone cards for personal use by crewmembers.

7.5. The Contractor shall provide pre-paid International Calling Cards for official use.

8. CRANE (CLIN XX08) - The Contractor shall provide cranes with operators, required assistant personnel (minimum two assistants), and support equipment such as slings, lifting bars, and nets. When ordered, the Contractor is required to provide mobile crane services (shore crane and floating crane) with operator. The Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

9. DOCKAGE AND WHARFAGE (CLIN XX09) - The Contractor shall provide pier and wharf usage.

10. FENDERS (CLIN XX10) - The Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

11. FLEET LANDING (CLIN XX11) - The Contractor shall provide a Fleet Landing site at designated piers. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct Force Protection (FP) operations.

12. FORCE PROTECTION (CLIN XX12)

12.1. General (CLIN XX01 & XX02): The Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The contractor must develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The contractor must coordinate all aspects of FP planning and services with Port Authorities, HN agencies, and U.S. Embassy security staff. If the HN is supplying FP assets the contractor must verify they are available and are scheduled to show up on time. The Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

12.1.1. Access Points: The Contractor shall establish a single entry and exit point to the pier area.

12.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

12.1.3. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

12.1.3.1. Background Checks. The Contractor shall run security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees who fail this background investigation.

12.1.3.2. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

12.1.3.3. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

12.1.4. Access Lists: The contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

12.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

12.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

12.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

12.1.5. Inspections. The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

12.1.6. Stand-Off Distances:

12.1.6.1. Objects: The Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.1.6.2. Unloading Zones: The Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship or to the maximum extent practicable.

12.1.7. Warning Signs: The Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

12.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. A clear warning must be given that the use of deadly force may be authorized by the local security guards or police force.

12.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area & Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)

- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

12.2. Non-Contract FP Measures: The contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Det Singapore Contracting Officer. The Contractor must explain what the FP service will entail and why it is being required. The Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the contractor will be either authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

12.3. Beach Guard Office or Tent (CLIN XX12AA)

12.3.1. The Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ships personnel while performing security checks on personnel, baggage, and vehicles.

12.3.2. The office or tent will be large enough to accommodate a minimum of 5 people. Tents will have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 lb, CO2 fire extinguisher will be provided and kept fully charged.

12.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

12.4. Dive and Vetting Operations (CLIN XX12AB)

12.4.1. The Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

12.4.2. The pier will be vetted prior to the ships arrival.

12.4.3. The Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

12.4.5. The Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

12.5. Floating Line of Demarcation (CLIN XX12AC)

12.5.1. The Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. Rather it is to help identify a safe standoff zone.

12.5.2. The Contractor shall comply with the specification of the FLD in Attachment 3.

12.6. Perimeter Fencing (CLIN XX12AD)

12.6.1. The contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the Contractor will provide portable chain link fencing with vehicle and walk up entrances.

12.6.2. The perimeter fence provided by the Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved Entry Point: Entry available for vehicles and personnel.

12.7. Physical Security Barriers (CLIN XX12AE THRU XX12AH)

12.7.1. The contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

12.7.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used. As well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

12.7.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zig zag patterns to control the speed of access.

12.7.4. A personnel entry point must be established through the barriers.

12.7.5. Barriers may also be used to seal off secondary Port gates.

12.7.6. All barriers must be placed prior to a ships arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

12.8. Picket Boats (CLIN XX12AJ & XX12AK)

12.8.1. The Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

12.8.2. The Contractor shall comply with Attachment 4 for picket boat operations and specifications.

12.9. Portable Latrine (CLIN XX12AL)

12.9.1. The Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

12.9.2. The Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

12.9.3. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

12.9.4. The Contractor shall clean latrines twice daily.

12.10. Portable Lighting (CLIN XX12AM)

12.10.1. The Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Ports installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship.

12.10.2. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

12.11. Security Guards Services (CLIN XX12AN, CLIN XX12AP & CLIN XX12AQ)

12.11.1. The Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

12.11.2. The Contractor shall comply with Attachment 5 for security guard operations.

12.11.3. All security guards (CLIN XX12AN, XXAP and XXAQ) shall be armed.

12.12. EOD / Drug K9 Dog and Handler Team (CLIN XX12AR & CLIN XX12AS) - The Contractor shall provide teams of EOD / Drug K9 detection teams. The teams shall include 1 dog and 1 handler.

12.13. Two Way Radios (CLIN XX12AT) The Contractor shall provide two way radio sets capable of communicating with the ship, picket boats and to the shore patrol designated individuals.

12.14. Hand Held Metal Detectors (CLIN XX12AU) – The Contractor shall provide hand held metal detectors capable of detecing metal.

12.15. Hand Held Explosive Detectors (CLIN XX12AV) – The Contractor shall provide hand held explosive detectors capable of detecting explosives.

12.16. Walk Thru X-Ray & Metal Detector (CLIN XX12AW) – The Contractor shall provide walk thru X-ray & metal detector capable of X-raying hand carried luggage and bags to determine its contents, and also capable of detecting metal. Equipment shall be manned by professionally trained operator to operate the equipment 24 hours a day.

13. FORKLIFT WITH OPERATOR (CLIN XX13) - The Contractor shall provide forklifts with operators for loading and unloading operations.

14. FUEL

14.1. Normally, fuel is provided by the HN or by other U.S. Navy bunkering contracts. However, if those sources are not available, then the HS contractor may be required to assist in obtaining the fuel. In that case, the Husbanding Contractor must comply with this paragraph and must ensure the attached specifications are met by the fuel provider.

14.2. If a ship requires the Husbanding Contractor to provide fuel, the Husbanding Contractor shall contact the bunkering contractor or HN source. If the HN or bunkering contractor can provide the fuel within the time needed, the Husbanding Agent shall so inform the ship. However, if the HN or US Government bunkering contractor

cannot deliver the fuel when required by the ship, the Contractor shall so inform the SUPPO or FISC Det Singapore and request approval to proceed. Only after this is done, may the Contractor arrange for fuel delivery.

14.3. The Contractor shall only charge fuel at the daily commercial fuel rate established by theh port or local authorities. The Contractor shall provide documentation of the daily rate to the SUPPO. The fuel price charged shall be free on board the ship whether at pier side or at anchor. Compensation for all husbanding efforts or costs associated with assisting in the acquisition and delivery of fuel (for instance, dealing with customs authorities) are included in, and otherwise covered by, the daily fixed husbanding services rates set out in the Schedule of Supplies/Services of this contract.

14.4. The Contractor shall provide fuel in accordance with Attachment 6 – Fuel Specifications.

14.5. The Contractor shall provide a fuel barge or truck to transport fuel to the ship.

14.6. The Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

14.7. The Contractor shall load the ordered fuel and transport to the ship. The Contractor shall transfer the fuel from the fuel barge or truck to the ship. The Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

14.8. The Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

15. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX15)

15.1. The Contractor shall remove and dispose of garbage and trash from the ship.

15.2. The Contractor shall provide dedicated refuse bins to the ship.

15.3. If collection is done by sea, the Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship.

15.4. The Contractor shall collect all loose refuse placed adjacent to refuse bins.

15.5. The Contractor shall immediately clean up any spilled refuse.

15.6. The Contractor shall properly dispose of all collected refuse.

16. RESERVED – LINESBOATS

17. LINE HANDLERS (CLIN XX17)

17.1. The Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier.

17.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

18. MANLIFT (WITH OPERATOR) (CLIN XX18)

18.1. The Contractor shall provide a manlift with operator and a full fuel tank.

18.2. The contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 each morning.

18.3. The Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The Contractor shall maintain documentation of ship personnel acknowledgement of the training.

19. MATERIAL HANDLING (CLIN XX19)

19.1. The Contractor shall provide material handling services for the ship. They will receive material shipped to them to include clearing customs, store the items, report the status of the items, deliver to the ship, and forward the items if unable to deliver.

19.1.1. The Contractor shall use counter-to-counter delivery and charge by each Bill of Lading.

19.1.2. All material shipped shall be labeled "SHIP'S SPARE IN TRANSIT"

19.1.3. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

19.1.4. Shipping documents shall be labeled 'SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the Contractor.

19.2. The Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel.

19.3. The Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

19.4. The Contractor shall use forklifts and cranes from The Schedule.

19.5. The Contractor shall receive the package from the carrier and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

19.6. The Contractor shall deliver the package to the shp after arrival in port or the following morning.

19.7. The Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative or FISC Det Manila.

19.8. The Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship.

19.9. The Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

20. RESERVED (MISCELLANEOUS)

21. OIL BOOMS (CLIN XX21)

21.1. The Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water.

21.2. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

21.3. The Contractor shall dispose all oil waste caught in the Oil Boom.

22. OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX22)

22.1. The Contractor shall remove oily waste and aggregate water from the ship.

22.2. The Contractor shall pump oily waste and aggregate water from the ship to Contractor provided equipment.

22.3. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed.

22.4. The contractor shall provide hoses of sufficient length from contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

22.5. When removal is done via barge, the Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship.

22.6. The Contractor shall properly dispose of all oily waste and aggregate water.

22.7. The Contractor shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements.

23. PAINT FLOAT (CLIN XX23)

23.1. The Contractor shall provide paint floats to hold personnel painting the ship.

23.2. The paint float deck shall be between two (2) to three (3) meters above the waterline and the scaffolding shall be no higher than 3.5 meters from the deck.

23.3. The ship is responsible to secure the paint float to the ship if rented for more than one day.

24. PILOTS (CLIN XX24) - The Contractor shall provide qualified pilots to navigate the ship to and from the berthing locations.

25. POTABLE WATER (CLIN XX25) - The Contractor shall deliver fresh, potable water to the intake hose of the requesting ship in accordance with Attachment 7 – Potable Water Specifications.

26. RESERVED – (PRATIQUE)

27. REEFER CONTAINER (CLIN XX27)

27.1. The Contractor shall provide reefer containers with power source for refrigerated storage.

27.2. The Contractor shall provide diesel generators with fuel and properly sized to operate reefers continuously. Generators shall emit sound levels of less than 84 decibels.

27.3. The Contractor shall make all power connections between the generator and reefer.

27.4. The Contractor shall operate the reefer at the temperature specified by the ship.

28. SHORE POWER (CLIN XX28)

28.1. The Contractor shall provide shore power to the ship using the one or both of the following:

28.1.1. Port provided permanent connection system.

28.1.2. Or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels.

28.2. The Contractor shall provide all cables and make all power connections between the generator and ship.

29. RESERVED – (SHORE STEAM)

30. STEVEDORES (CLI XX30) - The Contractor shall provide stevedores and supervisors for general labor.

31. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX31)

31.1. The Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

31.2. The Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

32. TRANSPORTATION VEHICLES (CLIN XX32)

32.1. The Contractor shall provide vehicle service with qualified drivers for official government business.

32.2. The Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

32.3. The Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

32.4. The Contractor shall provide drivers who can speak and understand English clearly.

32.5. The Contractor shall provide only vehicles with air conditioning.

32.6. The Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

32.7. The Contractor shall return all items left in rental vehicles to the ship's SUPPO or to FISC Det Manila if the ship has departed.

32.8. The Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

33. TUGS (CLIN XX33)

33.1. The Contractor shall provide tugs to bring ships to and from berthing locations.

33.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

33.3. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

34. WATER TAXIS (CLIN XX34)

34.1. The Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 8 – Water Taxi Specifications.

34.2. The Contractor shall return all items left in water taxis to the ship's SUPPO or FISC Det Manila.

34.3. The Contractor shall obtain written acknowledgement of water taxi service by the ship’s duty officer onboard. Logs shall be used to document arrival and departure times.

35. CRAFT REPORT (CLIN XX35)

35.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit D – CRAFT Report.

35.2. The report shall be submitted to FISC Det Singapore Contracting Officer or FISC Det Manila within five working days of each ship’s departure.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	SEP 2005

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acq.osd.mil/dp/dars/
http://www.arnet.gov/
http://farsite.hill.af.mil/

(End of clause)

ADDITIONAL CONTRACT TERMS AND CONDITIONS

(a) Oral Orders (Indefinite Delivery Contracts) (SUP 5252.216-9402) (JAN 1999). Oral orders may be placed, provided the following conditions are complied with:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.

(3) Invoices for supplies or services furnished in response to total orders will be accompanied with a received copy of each related delivery ticket.

(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

(b) Written Orders (Indefinite-Delivery Contracts) (SUP 5252.216-9403) (JAN 1992). All requests for Services and Supplies must be documented by an AGR with a written Task or Delivery Order using a SF 1449 or DD Form 1155.

Written orders on Standard Form 1449/DD Form 1155 will contain the following information, consistent with the terms of the contract:

(1) Date of order;
(2) Contract number and order number;
(3) Item number and description, quantity, and unit price;
(4) Delivery or performance date;
(5) Place of delivery or performance (including consignee);
(6) Packaging, packing, and shipping instructions, if any;
(7) Accounting and appropriation data;
(8) Any other pertinent information.

(c) Payment by Third Party (FAR 52.232.36*)* (MAY 1999) - This clause is incorporated by reference.

(d) Ordering (FAR 52.216-18) (OCT 1995)

(1) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award to final day of the contract.

(2) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a task/delivery order or task order and this contract, the contract shall control.

(3) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the schedule.

(e) Order Limitations (FAR 52.216-19) (OCT 1995)

(1) *Minimum ordering amount.* When the Government requires supplies or services covered by this contract in an amount of less than US $50.00, the Government is not obligated to order, nor is the Contractor obligated to furnish, those supplies or services under this contract.

(2) *Maximum ordering amount*. The Contractor is not obligated to honor --

(i) Any order for a single item in excess of the estimated quantity for that item, which is identified in the pricing schedule of this contract;

(ii) Any single order for a combination of items in excess of the total estimated dollar value for the applicable performance period of this contract; or
(iii) A series of orders from the Government within 120 days that together call for quantities exceeding the estimated quantities identified in the pricing schedule by more than two hundred percent (200%).

(3) This is a requirements contract (which incorporates FAR 52.216-21), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(4) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum ordering limitations in paragraph (b), unless the order(s) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to furnish the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the required supplies or services from another source.

(f) Contract Type. The resulting contract will be a Fixed Price Requirements contract.

(g) Requirements (FAR 52.216-21) (OCT 1995)-(ALTERNATE I) (APR 1984)

(1) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(2) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(3) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirement for the supplies and services specified in the Schedule that exceed the quantities that the activity may furnish within its own capabilities.

(4) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(5) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(6) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after thirty (30) days beyond the expiration of the contract.

(h) Option To Extend Services (FAR 52.217-8) (NOV 1999) (MODIFIED). In order to maintain continuity of service, the Government may require continued performance of any services within the limits and at the rates specified in the contract. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise this option by written notice to the contractor within fifteen (15) days before the contract expires.

(i) Inconsistency Between English Version & Translation Of Contract (FAR 52.225-14) (FEB 2000). In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(j) Taxes – Foreign Fixed Price Contracts (FAR 52.229-6) (JUN 2003). Incorporated by reference.

(k) Payment by Electronic Funds Transfer--Central Contractor Registration (FAR 52.232-33) (OCT 2003). Incorporated by reference.

(l) Authorized Changes Only By The Contracting Officer (SUP 5252.243-9400) (JAN 1992)

(1) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(2) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(3) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and FAX telephone number of the Procuring Contracting Officer (PCO) are:

Commercial Address:	FISC Detachment Singapore PSA Sembawang Terminal Deptford Road, Building 7-4, Unit 2-9 Singapore 759657
Military Address:	PSC 470, Box 2100 FPO AP 96534-2100
FAX Numbers:	(65)-6-750-2639 or 2382

(m) Provision for Wood Products SA 03-05 NAVSUP CLAIMANCY POLICY - Pinewood Nematode (microscopic roundworm) Free Non-Manufactured Wood Pacing (NMWP) Material (SWPM) (Nov 202) NAVSUP

(1) Definition. 'Pinewood nematode' as used in this provision, means a microscopic roundworm that has infested coniferous (softwood) trees.

(2) All non-manufactured wood lumber, pallets boxes, crates, containers, reels blocking and bracing, dunnage, drums, etc. for all shipments are required to be certified pest- (pinewood nematode) free. All wood pallets, boxes, crates, containers, reels, blocking and bracing, dunnage, drums, etc. ordered/delivered from vendors/suppliers shall be heat-treated and marked to the American Lumber Standards Committee (ALSC), NMWP policy and enforcement standards. The approved method for ensuring NMWP material is pinewood nematode free is as follows:

(i) Heat-treated to a minimum core temperature of 56°C(133°F) for at least 30-minutes in a closed chamber that has been tested evaluated, and approved officially for this purpose. In addition, the susceptible wood shall display an officially approved heat-treated marking enabling the identification of where and by whom the above treatment has been carried out.

(3) All bulk lumber procured for the fabrication of pallets, boxes, crates, containers, reels, skids, blocking and bracing, dunnage, drums, etc., shall be certified and marked as a part of the fabrication process, to the ALSC NMWP policy and enforcement standards. Vendors/Suppliers using ALSC-certified lumber to make or repair wooden boxes, crates, skids, containers, pallets, reels, drums, etc., must have formal processing procedures and documentation to ensure that only certified lumber leaves their fabrication point.

(4) This provision is self-deleting if the material or supplies are not shipped in NMWP material.

(n) Agency Protests

(1) Prior to submission of an agency protest, all parties should use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions.

(2) FISC Det Singapore will process agency protests in accordance with the substantive and procedural requirements of FAR 33.104(d).

(3) Pursuant to FAR 33.103(d)(4), an agency protest may be filed directly with either the Contracting Officer or the Chief of the Contracting Office. A protestor who initially files an agency protest with the Contracting Officer may appeal an adverse decision to the Chief of the Contracting Office. Agency protest submissions should clearly identify the initial adjudicating official, i.e., the “Contracting Officer” or “Chief of the Contracting Office”.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2005) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

____ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

____252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

____252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

____ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).).

____ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

____ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

____ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2005) (------ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

____ 252.225-7021 Trade Agreements (JUN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

____ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (------ Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

_____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

____ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

_____ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

____ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (_____Alternate I) (MAR 2000) (_____Alternate II) (MAR 2000) (____Alternate III (May 2002).

____252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5 (JUL 2005) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.232-7019	Training for Contractor Personnel Interacting with Detainees (SEP

	2005) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

SECTION J - LIST OF ATTACHMENTS AND EXHIBITS

Applicable documents, exhibits, and attachments for this contract are:

ATTACHMENT NO.	DOCUMENT	NO. OF PAGES
1.	Refuse Definitions	1
2.	Classification of Ships	3
3.	Floating Line of Demarcation Specification	3
4.	Picket Boat Operations & Specifications	2
5.	Armed Security Guard Operations	4
6.	Fuel Specifications	4
7.	Potable Water Specifications	6
8.	Water Taxi Specifications	5
9.	Fresh Bread Specifications	2
10.	Fresh Eggs Specification	1
11	Request for Sanitary Inspection	2
12.	Quality Assurance Provisions	4

ATTACHMENT NO.	DOCUMENT	NO. OF PAGES
A	Schedule of Supplies and Services	14
B	Port Tariff	3
C	OOTW Sample of Provisions	2
D	CRAFT Report	13

ATTACHMENT 1

REFUSE SERVICE DEFINITIONS

The following are Refuse Definitions used for this contract:

(A) **"Refuse"** includes all garbage, ashes, debris, rubbish and other similar waste material, and anything else delivered to the ship, but not taken onboard due to spoilage, etc., even though such refuse was not aboard the vessel when it arrived in port. Not included are explosives and incendiary waste and contaminated waste from medical and radiological processes.

(B) **"Garbage"** means animal and vegetable waste (and containers thereof) resulting from the handling, preparation, cooking, and consumption of foods. Edible, or hog food, garbage is the portion of waste food, which has been segregated for salvage.

(C) **"Ashes"** means the residue from burned wood, coal, coke, and other combustible material.

(D) "**Debris**" means grass cuttings, tree trimmings, stumps, street sweepings, rooting and construction wastes, and similar waste material.

(E) "**Rubbish**" means a variety of unsalvageable waste material such as metal, glass, crockery, floor sweepings, paper, wrappings, containers, cartons, and similar articles not used in preparing or dispensing food. Rubbish is further subdivided into:

(F) "**Combustible Rubbish**" which can be burned readily in an incinerator or burning pit.

(G) "**Noncombustible Rubbish**" which cannot be burned at ordinary incinerator temperatures (800 to 1,800 degrees F.)

(H) "**Receptacles**" or "**Containers**" means cans, drums, bins, or similar receptacles, which can be handled easily, and multiple containers, which are handled by mechanical truck-mounted hoists. A **"bin"** is defined as a standard garbage bin used for this service which can vary in size. Size will be identified in The Schedule Sub-CLINs.

ATTACHMENT 2

SHIP CLASSIFICATIONS (DESCRIPTION OF U.S. NAVY SHIPS BY CLASS AND TYPE)

The following are Ship Classifications used for this contract.

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	77
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360
Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420

LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854
Class IV					
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082
T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276
T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

(I) The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

(J) Displacement is expressed in tons and represents fully loaded displacement.

(K) The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

(L) There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

GLOSSARY OF TERMS AND ABBREVIATIONS

AGOS	RESEARCH SHIP
AGSS	RESEARCH SUBMARINE
AOE	FAST COMBAT SUPPORT SHIP
ARS	SALVAGE SHIP
AS	SUBMARINE TENDER
CG	GUIDED MISSLE CRUISER
CV	MULTIPURPOSE AIRCRAFT CARRIER (CONVENTIONALLY PROPULSION)
CVN	MULTIPURPOSE AIRCRAFT CARRIER (NUCLEAR PROPULSION)
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
FFG	GUIDED MISSLE FRIGATE
HSV	HIGH SPEED VESSEL
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCS	LITTORAL COMBAT SHIP
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LHD	AMPHIBIOUS ASSAULT SHIP (MULTI- PURPOSE)
LPD	AMPHIBIOUS TRANSPORT DOCK
LSD	AMPHIBIOUS CARGO SHIP
LSV	LOGISTIC SUPPORT VESSEL (ARMY)
HSIC	MARK V SPECIAL OPERATIONS CRAFT (1 PAIR)
MCM	MINE COUNTERMEASURE SHIP
MCS	MINE COUNTERMEASURE SUPPORT SHIP
MHC	MINE HUNTERS COASTAL
MSC	MILITARY SEALIFT COMMAND

PC	PATROL COASTAL SHIP
SSBN	BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSGN	CRUISE MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	ATTACK SUBMARINE (NUCLEAR PROPULSION)
T-AE	AMMUNITION SHIP (MSC)
T-AFS	COMBAT STORE SHIP (MSC)
T-AGOS	OCEAN SURVEILLANCE/PATROL SHIP (MSC)
T-AGS	SURVEYING/ OCEANOGRAPHIC SHIP (MSC)
T-AH	HOSPITAL SHIP (MSC)
T- AKE	DRY CARGO/AMMUNITION SHIP (MSC)
T-AKR	STRATEGIC SEALIFT SHIP (MSC)
T-AO	OILER (MSC)
T-AOT	TANKER (MSC)
T-ATF	FLEET OCEAN TUG (MSC)
WAGB	POLAR CLASS ICEBREAKERS
WHEC	HIGH ENDURANCE CUTTER
WMEC	MEDIUM ENDURANCE CUTTER

ATTACHMENT 3

FLOATING LINE OF DEMARCATION (FLD) SPECIFICATIONS

The following are the Governments basic requirements for the Floating Line of Demarcation Specifications to be used for this contract:

1. The Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around anchored ships. The purpose of the FLD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 120 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible to CNB radar. The Picket Boats will patrol outside of this visual reference. The FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) work boats to tend to the FLD at all times. The FLD is not designed to stop approaching unauthorized watercraft rather it is to help identify a safe standoff zone.

2. The size of the Floating Perimeter will be approximately 2500 meters to 2700 meters based on a ship's length of approximately 800 feet. At Singapore Man-of-War Anchorage, the perimeter will be positioned 400 feet (125 meters) outside the swing radius of the ship.

3. Weights sufficient to anchor the FLD in place to the seabed. The size and number of weights will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD line intact at all times regardless of sea conditions.

4. The Contractor shall have communication capabilities, either VHF or cellular phone with MPA Port Operation Control, CNB and U.S. Navy vessel. The contractor shall report the status of the Floating Visual Line of Demarcation to MPA Port Operation control every two hours or other regular interval agreed upon between Contractor and MPA Port Operation Control.

5. The Contractor shall provide a minimum of two (2) work boats to tend the FLD at all times while the system is deployed.

6. The FLD shall be deployed in the most expeditious manner as soon as the U.S. Navy vessel is anchored.

7. When the FLD is retrieved, the Contractor must show documentary proof that all equipment deployed is removed from the location.

8. The Contractor shall provide the U.S. Navy, CNB and MPA an updated and current emergency contact list in case of contingencies.

9. Below are two examples of FLDs.

a. Example 1 - Continuous Line FLD –

i. Specifications: Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable ECP for access.

ii. Buoys or floats positioned every meter on the line sufficient to keep line afloat and visible on the surface of the water.

iii. Large yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 120 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible to CNB radar.

iv. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the perimeter. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the perimeter intact and in position at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

b. Example 2 - Floating Buoy System (FBS)

i. Specifications: The FBS must clearly show a perimeter line and fully surround the ships at anchorage. Large yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 120 meters along the demarcation line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical. In addition, buoys must also be visible on CNB radar.

ii. Weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

2. Contract Pricing: Prices are firm-fixed-price per unit and are inclusive of all costs which include the following:

a. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

b. Mobilization and Demobilization (Mob & De-mob). All Mob & De-mob costs shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes transportation of equipment and charges for the use of cranes, forklifts, tugs, workboats and any other equipment and labor required for the deployment, maintenance and retrieval for the floating perimeter.

c. Repositioning equipment. All repositioning of equipment shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

d. Pre-positioning / Pre-staging and Vetting Operations. All pre-positioning / Pre-staging and vetting operations shall be included in the unit price. The vessel shall only be charged for the actual number days that the perimeter is in use while the ship is port. No additional days shall be charged.

3. Time Calculations: These CLINs are based on daily rates. Time will begin being measured once the equipment is deployed round the vessel and capable of operations.

4. General: The Contractor is responsible for providing floating visual line of demarcation. The Contractor must work closely with other US Navy contractors such as subsistence contractor. The Contractor will follow the requirements below unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

5. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

a. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

b. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

6. Access Lists: The contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

a. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

b. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

c. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

7. Inspections: The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

ATTACHMENT 4

PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

(M) The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

(N) The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

(O) Ships at anchorage will normally require two Picket Boats.

(P) The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate CLIN in the contract.

(Q) The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

(R) The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

(S) The Picket Boat will meet the following requirements:

7.1. Licensed for commercial operations by local country Department of Transportation.

7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

7.4. If a deckhand crewmember is required, only qualified personnel are used.

7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

3.1.1. Portable Spotlight

ATTACHMENT 5

SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

1.2. Security guards may be provided through private security firms or through local police officials.

1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pierside: (CLIN XX25AC)

2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

2.2. All pierside guard services will be performed within the parameters of local Laws and Regulations.

2.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

2.6. The following equipment will be required as a minimum for each guard:

2.6.1. Uniform as provided by contractor or authorities;

2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. ROEs Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats: (CLIN XX25AJ)

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided under CLIN XX25AL. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2 If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3 The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4 As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a

weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

ATTACHMENT 6

FUEL SPECIFICATIONS

The following are the Fuel Specifications for this contract:

SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	**Requirement**	**Text Method**
Appearance, @ 25ºC or ambient temperature whichever is higher	Clear, bright and free of visible particulates	D 4176 1/
Demulsification, @ 25ºC, minutes (max)	10	D 1401 2/
Density, @ 15ºC, kg/m^3 (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, ºC 50% point, ºC 90% point, ºC, (max) end point, ºC, (max) Residue º Loss, % vol., (max)	 Record Record 357ºC 385ºC 3.0	D 86 3/
Cloud Point, ºC, (max)	-1ºC	D 2500
Color, (max)	3	D1500
Flash Point, ºC, (min)	60ºC	D 93 4/
Particulate Contamination, mg/liter, (max)	10	D 5432 5/
Pour Point, ºC, (max)	-6ºC	D 97
Viscosity, @ 40ºCm mm^2/second	- 1.7 - 4.3	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100ml, (max)	1.5	D5304 (R), D 2274 6/
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664
Aniline Point, ºC, (min)	60ºC	D 611
Ash, % wt., (max)	0.005	D 482
Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 7/
Corrosion, @ 100ºC, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min) Cetane Index, (min)	42	D 613 (R), D 976 8/
Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 2622
Trace Metals, ppm, (max) Calcium Lead Sodium plus Potassium	 1.0 0.5 1.0	D 3605 9/

Vanadium	0.5	
Additive Names and Dosages	Record	

1. If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709, 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains visible sediment or particulate matter, but meets the requirement of 10 mg/1 (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.

2. The demulsification text shall be conducted in accordance with the following exceptions:

   (a) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.

   (b) The test temperature shall be 25ºC.

   (c) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute.

3. As the end point of the distillation is approached, if either a thermometer reading of 385ºC or a decomposition point is observed, discontinue the heating and resume the procedure as directed in ASTM D 86.

4. The flash point value is the absolute and no value less than 60ºC is permissible.

5. A one-liter minimum sample shall be used.

6. ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours to 40 hours.

7. When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fuel, without the cetane improver.

8. Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified in Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.

9. Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of the inspection authority.

Minimum Requirements for Purchases of Commercial Distillate Fuels ((Navy) Marine Gas Oil) for Bunkers

The following minimum requirements have been established for use when buying fuel (gas oil - 100% distillate) from commercial sources when F76 is not available. Marine Gas Oil is not acceptable as cargo fuel on Navy Oilers.

TEST **METHOD** **REQUIREMENTS**

1. Cetane Number	ASTM D 613	45 min
or		
Cetane Index	ASTM D 976	45 min

Note: A cetane index of 41 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exceed a maximum of 338ºC. A cetane number of 40 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exceed a maximum of 338°C.

2. Appearance @ 21ºC or ambient temperature (whichever higher)	Visual	Clear & Bright
or		
Water and Sediment	ASTM D 2709	0.05% max
3. Distillation. 90% Point	ASTM D 86	375ºC max
4. Flash Point	ASTM D 93	60ºC min
5. Pour Point	ASTM D 97	Report
6. Cloud Point	ASTM D 2500	-1.1ºC (30 °F)
7. Viscosity @ 40ºC	ASTM D 455	1.7 - 4.5 CST
8. Color	ASTM D 1500	3 max
9. Gravity	ASTM D 1298, D 287	Record
10. Carbon Residue	ASTM D 524	0.35% max
11. Ash	ASTM D 482	0.01% max
12. Sulfur	ASTM D 129, D 1552 D2622	1.00% max
13. Copper Corrosion	ASTM D 130	3 max

C16.23-2 COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC JAN 1998)

Offered product shall conform to the following requirements which are suitable for Marine Gas Turbine.

TEST REQUIREMENTS	METHOD	
1. Cetane Number	ASTM D 613	42 min
or		
Cetane Index	ASTM D 976	43 min

NOTE: A Cetane Number of 40 minimum, or a Cetane Index of 41 minimum, is acceptable provided the 90 Percent Distillation Point does not exceed a maximum of 338ºC.

2.	Appearance @ 21°C or ambient temp. (whichever higher) or Water & Sediment	Visual ASTM D 2709	Clear & Bright 0.05 vol % max.
3.	Distillation, 90% point	ASTM D 86	357°C max.
4.	Flash Point NOTE: The flash point value is absolute and no value less than 60°C is permissible.	ASTM D 93	60°C min
5.	Cloud Point	ASTM D 2500	-1.1°C (30°F) max.
	NOTE: Cloud Point results will be evaluated based upon bunkering location.		
6.	Viscosity @ 40°C	ASTM D 445	1.7 - 4.5 cst
7.	Color NOTE FOR DOMESTIC ITEMS: This Color test requirement is deleted if red dye has been added in compliance with U.S. Environmental Protection Agency or Internal Revenue Service regulations; however, the resulting fuel/dye blend must have a red tint. It shall not be visually brown or darker in appearance.	ASTM D 1500	3 max.
8.	Density @ 15°C	ASTM D 1298	876 kg/m^3 max.
9.	Carbon Residue on 10% bottoms	ASTM D 524 ASTM D 189	0.35 mass % max.
10.	Ash	ASTM D 482	0.01 mass % max.
11.	Sulfur	ASTM D 4294, ASTM D 1552, or ASTM D 2622	1.0 mass % max.
12.	Corrosion	ASTM D 130	3 max.
13.	Distillate Fuel (fuel shall contain no residual)	None	100%

C36 FUEL OIL, INTERMEDIATE, GRADES RMB-10 (IFO 60)/RME-25 (IFO 180)/RMG-35 (IFO 380) (DESC MAY 1997)

Product shall conform to ISO 8217:1996 or ASTM D 2069-91. Product conforming to ASTM D 2069-91 shall meet the following additional requirements:

REQUIREMENTS	**GRADE RMB-10 (IFO 60)**	**GRADE RME-25 (IFO-180)**	**GRADE RMG-35 (IFO 380)**	**TEST METHOD**

Density @15°C, kg/m^3, max	981.0	991.0	991.0	ISO 3675/12185
Aluminum plus silicon, mg/kg, max	80	80	80	ISO 10478
Total Sediment, potential, %(m/m), max	0.10	0.10	0.10	ISO 10307-2

ATTACHMENT 7

POTABLE WATER SPECIFICATIONS

The following are Potable Water specifications used for this contract.

NATIONAL PRIMARY DRINKING WATER REGULATIONS (NPDWR) BUREAU OF MEDICINE AND SURGERY (BUMED) TREATED WATER QUALITY STANDARDS /ENVIRONMENTAL PROTECTION AGENCY

CONTAMINANT	MCLG (mg/L) [1]	MCL (mg/L)	AL (mg/L [2])
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0	0.015[4]	
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
Total NITRATE and Nitrite (as N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE	4	4	

(1) **Maximum contaminant level goal (MCLG).** The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are no enforceable health goals.

(2) **Action level (AL)**. Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90th percentile" lead level is greater than 0.015 mg/L).

Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	MCLG (mg/L)	MCL (mg/L)
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 – DICHLOROETHANE	0	0.005
1,1 – DICHLOROETHYLENE	0.007	0.007
PARA DICHLOROBENZENE	0.075	0.075

1,1,1 – TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.06
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 – DICHLOROPROANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES	10	10

Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) (effective 01 January 1993)

CONTAMINANT	**MCLG (mg/L)**	**MCL (mg/L)**
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3-CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S(AS DECACHLORBIPHENYL)	0	0.0005
ALDICAR	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10[(1)]

Note:
(1) The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

Microorganisms	**MCLG[1] (mg/L)[2]**	**MCL or TT[1] (mg/L)[2]**
Cryptosporidium	as of 01/01/02:0	as of 01/01/02:TT 3
Giardia lamblia	0	TT[3]
Heterotrophic plate count	n/a	TT[3]
Legionella	0	TT[3]
Total Coliforms (including fecal coliform and E. Coli)	zero	5.0%[4]
Turbidity	n/a	TT[3]
Viruses (enteric)	zero	TT[3]

Note:
[1] Definitions:
Maximum Contaminant Level (MCL) - The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to MCLGs as feasible using the best available treatment technology and taking cost into consideration. MCLs are enforceable standards.
Maximum Contaminant Level Goal (MCLG) - The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety and are non-enforceable public health goals.
Maximum Residual Disinfectant Level (MRDL) - The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
Maximum Residual Disinfectant Level Goal (MRDLG) - The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
Treatment Technique - A required process intended to reduce the level of a contaminant in drinking water.

[2] Units are in milligrams per liter (mg/L) unless otherwise noted. Milligrams per liter are equivalent to parts per million.

[3] EPA's surface water treatment rules require systems using surface water or ground water under the direct influence of surface water to (1) disinfect their water, and (2) filter their water or meet criteria for avoiding filtration so that the following contaminants are controlled at the following levels:

- Cryptosporidium: (as of January 1, 2002) 99% removal/inactivation
- Giardia lamblia: 99.9% removal/inactivation
- Viruses: 99.99% removal/inactivation
- Legionella: No limit, but EPA believes that if Giardia and viruses are removed/inactivated, Legionella will also be controlled.
- Turbidity: At no time can turbidity (cloudiness of water) go above 5 nephelolometric turbidity units (NTU); systems that filter must ensure that the turbidity go no higher than 1 NTU (0.5 NTU for conventional or direct filtration) in at least 95% of the daily samples in any month. As of January 1, 2002, turbidity may never exceed 1 NTU, and must not exceed 0.3 NTU in 95% of daily samples in any month.
- HPC: No more than 500 bacterial colonies per milliliter.

[4] No more than 5.0% samples total coliform-positive in a month. (For water systems that collect fewer than 40 routine samples per month, no more than one sample can be total coliform-positive). Every sample that has total coliforms must be analyzed for fecal coliforms. There may not be any fecal coliforms or E. coli.

[5] Fecal coliform and E. coli are bacteria whose presence indicates that the water may be contaminated with human or animal wastes. Disease-causing microbes (pathogens) in these wastes can cause diarrhea, cramps, nausea, headaches, or other symptoms. These pathogens may pose a special health risk for infants, young children, and people with severely compromised immune systems.

Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites which are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Sampling requirements for the Navy public water system apply.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Auto analysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the Multiple-Tube Fermentation (MTF) Technique; and the Membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use applies.

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, unless the Contracting Officer on a case-by-case basis waives this requirement.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the Contracting Officer may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before.

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms, or E. coli testing on total

coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements which apply when a sample is fecal coliform-positive.

Turbidity: The MCL for turbidity applies to both community water systems and non community water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at Contracting Officer option).

b. Five turbidity units (maximum) average for 2 consecutive days.

The MCL for Radiological Contaminants are:
Gross alpha particle activity including radium 226 but excluding
radon and uranium . . . . . 15 pCi/L
Beta particles and photon emitters ……4 millirems / year
Combined radium 226 and radium 228 . . . . . .5 pCi/L
Tritium . . . . . 20,000 pCi/L
Strontium-90. . . . . 8 pCi/L
Uranium …….. 30ug/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

National Secondary Drinking Water Regulations (NSDWR) The Secondary Maximum Contaminant Levels (MCLs)

CONTAMINANT	MCL (mg/L)
ALUMINUM	0.05 TO 0.02
CHLORIDE	250
COLOR	15 COLOR UNITS
COPPER	1
CORROSIVITY	NONCORROSIVE
FLUORIDE	2
FOAMING AGENTS	0.5
IRON	0.3
MANGANESE	0.05
ODOR	3 THRESHOLD ODOR NUMBER
PH	6.5 - 8.5
SILVER	0.10
SULFATE	250
TOTAL DISSOLVED SOLIDS (TDS)	500
ZINC	5

Note: The contaminants covered by this regulation are those that may adversely affect the aesthetic quality of the drinking water. These secondary levels represent goals for drinking water quality but are not Federally enforceable.

(3) The reception, handling, storage, and delivery of potable water to ship's water systems shall be carried out under completely sanitary conditions.

(4) For pierside berthing, delivery shall be made by hose from the pier whenever possible. If barge service is deemed necessary, the Contractor shall ascertain from the ship's Supply Officer the exact amount needed prior to making delivery.

(5) The Contractor shall make deliveries during normal working hours, unless otherwise approved by the ship's Supply Officer or his/her authorized representative.

(6) All equipment, trucks and barges used by the Contractor in performance of these services shall be subject to inspection and test by an authorized representative of the U.S. Government as the Contracting Officer may specify. Final inspection/acceptance shall be subject to approval by the ship's Chief Engineer or his/her authorized representative. The U.S. Government inspectors shall be entitled to inspect the equipment, trucks, and barges at all reasonable times, as often as they may deem necessary, and at such reasonable place or places as the U.S. Government may specify.

(7) The Contractor shall, without cost to the U.S. Government, furnish the necessary personnel and facilities to conduct such test and examination of samples of water and barges used hereunder as the Government inspector may designate, to determine the extent or possibility of contamination of such water, equipment, and barges. The Contractor may, at its option and cost, have the tests conducted by a recognized Sanitary Inspector provided that the performance of the tests and examinations by such Sanitary Inspection has been approved in advance and in writing by the U.S. Government Inspector.

(8) All tests and examinations, whether performed by or on behalf of the Contractor, shall be conducted in the presence of the U.S. Government Inspector.

(9) The Contractor agrees to furnish such reports and execute such forms as the U.S. Government may require in connection with services performed under this contract and further agrees that requests for such reports and execution of such forms will be executed promptly.

ATTACHMENT 8

WATER TAXI SPECIFICATIONS

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxie specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated NRCC Singapore Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor, the NRCC Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including COMPACFLT.

5. COMSEVENTHFLT Specifications:

5.1. Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of (insert country). Notwithstanding compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

5.1.1. Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

5.1.2. Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

5.1.3. The following information shall be conspicuously posted in both English and (the appropriate foreign language):

5.1.3.1. Current Operator's/Captain's license and boat names.

5.1.3.2. Passenger/weight capacity limit notice.

5.1.3.3. Location of life jackets and other life saving equipment.

5.1.3.4. Location of all exits indicated in large letters.

5.1.3.5. Emergency procedures

5.1.4. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

5.1.5. Operation of the boat shall be in a safe and seaworthy manner.

5.1.6. The consumption of alcoholic beverages shall not be permitted aboard the boat.

5.2. Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by (insert country) for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

5.3. Security: During the term of this contract the ship(s) to be serviced (insert ship name if purchase order) agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

5.4. Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

5.5. Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

5.5.1. Hull

5.5.1.1. Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures.

5.5.1.2. Superstructure, including masts and stacks.

5.5.1.3. Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.

5.5.1.4. Provisions for drainage of sea water from exposed decks over the side and not into the bilges.

5.5.1.5. Access/egress points- adequacy of number and location.

5.5.2. Machinery

5.5.2.1. 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.

5.5.2.2. Main propulsion and auxiliary machinery essential to operation of boat.

5.5.2.3. Sea and bulkhead closure valves.

5.5.2.4. Bilge auction strainers and dewatering systems-bilge pump to be tested by operation

5.5.2.5. Bilges free of flammable liquids

5.5.3. Electrical

5.5.3.1. Cables.

5.5.3.2. Navigation, deck, and emergency lights.

5.5.3.3. Rotating electrical machinery; e.g., generators and motors --Storage batteries

5.5.4. Lifesaving equipment

5.5.4.1. Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.

5.5.4.2. Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.

5.5.4.3. First aid kits, life rings and distress lights.

5.5.4.4. Distress signaling devices

5.5.5. Fire fighting equipment

5.5.5.1. Fire pump - test by subjecting fire hose(s) to fire pump pressure.

5.5.5.2. Portable fire extinguishers.

5.5.5.3. Fixed systems, e.g., C02 cylinders.

5.5.6. Steering apparatus

5.5.7. Miscellaneous systems and equipment

5.5.7.1. Harbor charts.

5.5.7.2. Ground tackle and mooring lines.

5.5.7.3. Whistle/fog horn, bell.

5.5.7.4. Lighted compass.

5.5.7.5. Radar.

5.5.7.6. 2-way radio capable of Bridge-to-Bridge communications.

5.5.7.7. Current license.

5.5.7.8. Operator qualifications.

5.6. Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement-is that contained in paragraph 4.7 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

5.7. Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

5.7.1. Safety of operations. Insure the following are present and in working condition:

5.7.1.1. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.

5.7.1.2. Fire extinguishers sufficient for the size of the vessel operated.

5.7.1.3. Radio (with battery backup) capable of Bridge-to-Bridge communications.

5.7.1.4. Anchor/chain sufficiency for the size of the vessel operated.

5.7.1.5. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

5.7.2. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:

5.7.2.1. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

5.7.2.2. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.

5.7.2.3. Ensure no bare or exposed electrical wires or connections are located in the passenger area.

5.7.2.4. Validate that sufficient unobstructed exits are present and marked in English.

5.7.2.5. Verify that no missile hazards, gear adrift, or trip hazards exist.

5.7.3. The following shall be conspicuously displayed, in English:

5.7.3.1. Passenger/weight capacity.

5.7.3.2. Location and number of life jackets.

5.7.3.3. Location of life saving equipment.

5.7.3.4. Locations of exits (if not obvious).

5.8. Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

5.9. If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

ATTACHMENT 9

STANDARDS FOR BREAD, FRESH

1. CHARACTERISTICS: All products under this contract shall have the following characteristics:

a. MATERIAL: All material shall be edible, clean, wholesome, and of good quality free from viable insect infestation or other objectionable foreign matter, flavor or odor.

b. WHEAT FLOUR: The flour shall be prepared from hard or soft wheat, and shall be bleached or unbleached, enriched or unenriched as applicable to the pertinent class of product.

c. WHOLE WHEAT FLOUR: Whole wheat flour shall contain all of the natural constituents of the wheat kernel.

d. RYE FLOUR: Rye flour shall be white rye flour, medium rye flour, dark rye flour or rye meal, as required for the particular end item.

e. SHORTENING: Shortening shall be unhydrogenated or hydrogenated cottonseed, peanut, corn, or coconut oil, hydrogenated soybean oil and flavor shall be free from rancid, reverted, or other objectionable odors and flavors.

f. YEAST: Yeast shall be either active dry yeast or compressed yeast. (Saccaronyces cerevisial)

g. COLOR OF CRUST: The color of crust should be an appetizing nut brown, uniform and free of streaks and spots.

h. SYMMETRY OF FORM: All products shall be uniform in size and shape. No low ends, low centers, flat top, protruding crust or sunken sides.

i. EVENNESS OF BAKE: The products should be evenly baked on all sides, including the ends and bottoms.

j. CHARACTER OF CRUST: The crust should not be too thin and rubbery.

k. GRAIN: The grain should be uniform in texture, without open, coarse, hole or thick cell structure.

l. AROMA: The aroma should be sweet, rich and fresh, combined with a pleasant wheaty or nutty aroma. No strong, musty, gassy or sharp smell, or an unpleasant or rancid ordor.

m. COLOR OF CRUMB: The color of the crumb should be bright, with some luster. The surface of the crumb should present a uniform shade without streaks and dark spots.

n. MASTICATION: The product should not be doughy, dry, tough or grainy.

o. TASTE: The product should not have a flat, sour, salty, foreign or any unpleasant taste.

p. TEXTURE: The product should have a soft and velvety texture. Not rough, course, lumpy, cored, ridged, too loose or too compact.

q. FRESHNESS: Bread and rolls shall not be more than 24 hours old upon arrival at receiving point.

r. WORKMANSHIP: The product shall be prepared, processed, and packaged under modern, sanitary conditions and in accordance with best commercial practices.

2. SPECIFICATIONS FOR BAKERY PRODUCTS

a. All Italian style bread shall be in accordance with formulas and processes established by Italian law.

b. Characteristics, dimensions, and weights for

Bread, White, American Style; and
Bread, Whole Wheat, American Style

(1) Volume: The loaves shall be uniform in volume, approximately 3"W X 9"L X 4-1/2"H (7.6 cm x 22.9 x 11.5 cm) and weigh approximately 16 ounces (454 grams).

(2) Break and Shred: The loaf shall have a uniform break with a well defined shred. This break and shred shall be even on both sides and ends of the loaf. The break should not be excessive to the extent that the top crust separates from the side of the loaf forming a shell crust.

(3) Individual Slice: The bread shall be sliced in even sizes, approximately ½" thick.

c. Characteristics, dimensions, and weights for: Rolls, Italian Style

(1) Volume: The rolls shall be uniform in volume approximately 2-3/4" diameter weighing individually 1.5 ounces (42.5 grams), a package containing 7 rolls weighing approximately 300 grams.

d. Characteristics, dimensions, and weights for: Rolls, Frankfurter American Style

(1) Volume: The rolls shall be uniform in volume approximately 5-3/4" height X 1 -7/8" width X 1-1/4" thickness (14.6 cm x 4.5 cm x 3.3 cm). The individual roll weight shall be approximately 1.6 ounces (45.5 grams), the approximate weight of a package of 8 shall be 13 ounces (365 grams).

(2) Slice: Each roll shall be sliced approximately 80% through the width of the roll, the slice being equidistant from and parallel to the bottom and top of the roll.

e. Characteristics, dimensions, and weights for: Rolls, Hamburger, American Style

(1) Volume: The rolls should be uniform in volume approximately 4" diameter X 1-1/3" thickness (10 cm x 4.4 cm). The individual roll weight shall be approximately 1.6 ounces (45.5 grams), the approximate weight of a package of 8 shall be 13 ounces (365 grams).

(2) Slice: Each roll shall be sliced approximately 80% through the width of the roll, the slice being equidistant from and parallel to the bottom and top of the roll.

ATTACHMENT 10

Summary of "EEC" Quality and Marketing Requirements for Shell Eggs. (Revised)

1. Temperature: 34 - 65 F with no individual temperature MT 70 F.

2. Quality Requirements (Grade A):

a. Air Cell - NMT 6mm in depth
b. White - clear, limpid, of gelatinous consistency, free of extraneous matter
c. Shell - Normal, clean, undamaged
d. Yolk - visible candling as shadow only, not moving away from the center on rotation, free of extraneous matter.

3. Quality Tolerances:

Origin	Destination
NMT 5% total defects	NMT 7% total defects
of which	of which
NMT 2% checks and leakers	NMT 4% checks and leakers
NMT 1% meat and blood spots	NMT 1% meat and blood spots

4. Weight Tolerance (individual egg): NMT 6% of individual eggs may be from the next lower weight grade.

5. Markings:

Cases	Retail Package
Date of Pack (day + month)	Same
Sell by date (*)	Same
Quality and weight grade	Same
Packing Center # and name	Packing center # or name
Producer identification code	Contractor's name and address
Number of eggs packed	Number of eggs per package

6. Sampling Plan:

a. Initial inspection shall be performed in accordance with DPSCM 4155.6, subsection 218.1, European supplement.

b. Full inspection:

Lot size (cases)	Sample size (issue)	Sample size (resale) (**)
<5	1 cs (180 eggs)	15% of retail packages
6 - 10	2 cs (270 eggs)	10%
11 - 30	3 cs (360 eggs)	5 %
31 - 50	5 cs (540 eggs)	4 %
51 - 100	7 cs (720 eggs)	3 %
101 - 1000	10 cs (1080 eggs)	1.5%
> 1000		

(*) Sell by date shall be 23 days from DOP. Remaining shelf life upon delivery shall be 18 days

minimum.

(**) All eggs from each retail package will be examined.

ATTACHMENT 11

SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
FISC DET SINGAPORE
PSA Sembawang Terminal
Deptford Road, Building 7-4
Singapore 759657

Dear Sir:

We are interested in supplying (specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

LIST AND INFORMATION TO REQUEST FOR INITIAL INSPECTION

List of products for which approval is requested.
Establishment letterhead - four places.
Name of establishment owner.
Site area size - acres, square feet or square meters.
General description of the area surrounding the plant site.
Building description, i.e. material used in construction, age of building(s), size (in square feet or meters), and number of stories.
Drawing of floor plan of building(s) to include major production areas (for slaughterhoused and dairies only).
List of major processing equipment.
Sources of raw materials.
Output of finished product - average kilograms or tons per day, per week or per month.
Special codes printed on product packages which identify the establishment, the product, and the date of production or packaging.
Number of employees.
Are employees receiving pre-employment or periodic medical examinations? What is the frequency of the periodic examinations?
Program for employee instruction personal hygiene, food, handling techniques, and food hygiene and safety.
Cleaning and sanitizing methods, including chemical used.
Detailed written cleaning and sanitizing program.
Official water quality certification from the local government, including total aerobic bacteria plate count, coliform count, and chemistry.
Name of water source.
Waste disposal program.
Pest control program.
Name of inspection agencies which inspect the plant (government and civilian) and frequency of inspections. Are inspection reports available for review?
Flow chart for the manufacture of each major category of products listed in No.1 above from raw materials to finished products health control points.
What laboratory examinations are performed on products and plants environment? Are the results available for review?
Total number of company vehicles?
Key personnel and point of contact for inspectors.
Direction to plant.

ATTACHMENT 12

QUALITY ASSURANCE PROVISIONS

SECTION I. GENERAL REQUIREMENTS

1. SANITARILY APPROVED SOURCES: All subsistence items shall be from approved sources as authorized, or exempted in NAVSUPINST 4335.4F/AR 40-657/AFR 161-32/MCO P10110.31G. Name and address of processing facility shall identify any subcontracting entities utilized other than the primary contractors. FISC DET Singapore has available approved source listings of authorized subsistence incorporated into VETCOM Circular 40-1, Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Hawaii and Pacific) and other regions maintained and published by HQ, US Army Veterinary Command, Fort Sam Houston, Texas (http://vets.amedd.army.mil/vetsvcs/approved.nsf). The U.S. Army Veterinary Representative, shall inspect all required potential sources identified. Failing to pass inspection shall be grounds for not issuing an order and grounds for cancellation if the facility fails inspection after an order has commenced. This applies to all contractors and subcontractors. Documents cited here shall be provided to the contractor upon written request.

2. DELIVERY VEHICLES: The supplies delivered under this contract shall be transported in a sanitary enclosed/covered or open flatbed vehicle. Semiperishable items delivered in open flatbed vehicle shall be covered with a tarp to protect products from rain or foreign objects. Vehicles shall be equipped to maintain the appropriate temperature for the subsistence being delivered. Vehicles shall be maintained in a sanitary condition to prevent contamination of the food and shall be subject to inspection by the government at all reasonable times. Supplies submitted for acceptance in vehicles, which are not sanitary, may be rejected without further inspection. Concurrent transportation of bulk contained pesticides, rodenticides, petroleum products, inedible products, household chemicals, or other caustic or volatile compounds are undesirable but occasionally necessary. When a carrier jointly transports subsistence and cleaning agents or hazardous products, the cleaning agents or hazardous products shall be segregated from the subsistence to the greatest extent. Segregated to the greatest extent means that all cleaning agents or hazardous products shall be unitized, loaded completely lower and horizontally from the subsistence to the maximum distance allowed by the physical configuration of the carrier. Shrink-wrap shall be used to secure items to pallets and provide stabilization.

3. CODE DATING: Master-shipping boxes shall be stamped or embossed with code dates, except Fresh Fruits and Vegetables, (FF&V). Coding must represent the date of slaughter, production, pasteurization, manufacture, or expiration/pull date. Open code shall have the date, month and year or Julian date, (last number of the year with the number of days). Closed code, such as letters and numbers, shall have an accompanying letter from the manufacturer explaining the code and shelf life.

4. PACKAGING: Standard commercial packaging is acceptable as long as it meets the requirements set forth in this agreement, product is protected from contamination, and quality is preserved. Products shall be packed in non-returnable commercial containers that do not exceed 55 pounds or 25 kilograms per container. The use of a plastic shrink-wrap to secure items to the pallet shall be minimized.

5. SHELF LIFE REQUIREMENTS: Unless otherwise specified in this agreement, products shall be delivered with not less than one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining. If the supplies delivered DO not have the minimum number of days of shelf life remaining as set forth in this agreement, the government shall have the right to reject and/or require replacement.

6. TEMPERATURE REQUIREMENTS: Unless otherwise specified in this agreement, all perishable products shall be delivered between 32°F-41°F (0°C-5°C) for chilled and 0°F (-18°C) or below for frozen. Temperatures

shall be checked between the primary container and the outer container to reduce product damage. If a discrepancy is suspected, internal temperature shall be checked prior to rejection or acceptance of the products.

7. REJECTED ITEM: Any item recommended for rejection by the U.S. Army Veterinary Representative or receiving activity shall be annotated on the invoice or delivery receipt. The Contracting Officer Representative shall negotiate on price adjustment for quality or short shelf life defect as requested by receiving activity based on the U.S. Army Veterinary Representative inspection results. Replacements shall be coordinated with the Contracting Officer Representative as requested by the receiving activity.

8. FOREIGN ORIGIN PRODUCTS: Foreign establishments DO not have to be Directory listed if the prepackaged finished items they produce are imported by distributors or brokers into the continental United States, Hawaii or Alaska for sale to U.S. Armed Forces. This exemption does not apply to establishments importing food directly into the U.S. territories of American Samoa, Guam, or the Mariana Islands without entering the continental United States, Hawaii or Alaska.

9. CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD: See Appendix B

SECTION II. QUALITY ASSURANCE PROVISIONS BY ITEM

1. DAIRY PRODUCTS:

a. Milk products shall be from approved sources and meet the raw, pasteurized, bacteriological and chemical requirements of the United States Public Health Service (USPHS) Publication 229 (Grade A Pasteurized Milk Ordinance). Frozen deserts and novelties shall be from approved sources in accordance with applicable military or local specifications or in the absence of applicable specifications, good manufacturing practice. Bacteriological and chemical testing may be accomplished at origin or destination. The U.S. Army Veterinary Representative shall submit non-conforming results to the Contracting Officer and provide a copy furnished to the contractor with a letter of explanation. The letter shall inform the contractor that unreliable quality controls may result in suspending further deliveries in accordance with NAVSUPINST 4355.6A/AR 40-70. NAVSUPINST 4355.6/AR 40-70 sets forth the microbiological testing program and suspension procedures for dairy products.

b. Temperature on delivery: Fresh dairy products shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C). Frozen products shall be delivered at 0^{o}F (-18^{o}C) or below.

c. Cheese Related Products:

(1) Soft cheeses such, as mozzarella, natural provolone, cream cheese, and etc., shall be delivered between 32^{o}F and 41^{o}F (0^{o}C and 5^{o}C).

(2) Hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, etc., shall be delivered between 32^{o}F and 50^{o}F (0^{o}C and 10^{o}C).

2. FRESH FRUITS AND VEGETABLES (FF&V):

a. All FF&V shall be freshest product available. FF&V shall have eye appeal and shall be a minimum of 90% free from quality defects and 100% free of decay or loss. The Contracting Officer Representative shall negotiate a downward price adjustment for quality defects based on the U.S. Army Veterinary Representative inspection results and confirmed by receiving activity.

b. FF&V shall be delivered in an enclosed vehicle, equipped to maintain the temperature required for the type of FF&V. Mixed loads of FF&V shall be between 35^{o}F and 55 °F (2^{o}C and 12^{o}C).

c. FF&V such as bananas that are sensitive to ethylene oxide shall not be palletized and wrapped with items that are ethylene oxide producers such as apples. Plastic wrapped around the product inside the boxes shall be removed to allow air circulation.

d. Fresh mushrooms shall not be packaged airtight. Packages that are wrapped in plastic shall have air hole cut into plastic 1/8 inch in diameter or larger.

e. FF&V such as bananas, potatoes and onions that are sensitive to chill damage shall be delivered without refrigeration or not less than 56 °F (14°C). FF&V delivered in an open flatbed vehicle shall be protected with a tarp.

f. For repacked FF&V, the recycled boxes shall be clean and odorless; weigh not more than 45 pounds, (20 kilograms); labeled with the name and weight of the item on two adjacent sides of the box and legibly handwritten or printed.

FROZEN MEAT AND POULTRY

a. Unless otherwise requested, all frozen meat and poultry products must be USDA inspected or USDA certified. They must be listed in one of the following publications: "Meat and Poultry Inspection Directory", or "Directory of Sanitarily Approved Food Establishment for U.S. Armed Forces Procurement. ".

Temperature at delivery shall be 0°F (-18°C) or below. If the product is frozen to the point that a bimetallic thermometer cannot be pushed into the product and there does not appear to be significant surface thawing or crystallization the product shall be considered acceptable. These factors shall be considered due to the lack of proper equipment for drilling frozen item.

c. Age at delivery in the frozen state:

(1) Beef shall be delivered no more than 12 months after the date of pack.

(2) Poultry shall be delivered no more than 12 months after the date of pack.

(3) Pork shall be delivered no more than 12 months after the date of pack.

(4) Lamb and veal be delivered no more than 12 months after the date of pack.

NOTE: If the manufacture, slaughter or expiration date is stamped, not embossed on the box, the Health Certificate from origin shall be available for verification by the inspecting U.S. Army Veterinary Representative.

4. FROZEN WATERFOODS:

a. Temperature at delivery 0°F (-18°C) or below and shall be checked using the guidance reference previously in paragraph II.3.a.

b. Age at delivery in the frozen state:

(1) Seasonal packed items shall be delivered no more than 12 months after the date of pack.

(2) Oysters shall be delivered within 6 months of shucking/freezing.

(3) Shrimp shall be delivered within 180 days, of packaging/freezing.

c. General Guidance: All items shall be delivered in excellent condition, practically free of parasites, and show no evidence of mishandling.

SHELL EGGS:

a. Shell eggs shall be cleaned and free of damage (broken, cracked, leaker, etc.,). The U.S. Army Veterinary Representative shall recommend rejection of eggs with excessive dirt or feces.
NOTE: A small quantity of dirt is allowed on eggs delivered from plants that are only approved for unwashed eggs, small defined as having relatively little size or slight dimension.

b. Fresh shell eggs delivered directly from the farms within 48 hours of production may be delivered in unrefrigerated vehicles that are covered. The vehicles must meet all the requirements listed in Section I, par. 2. Boxes shall be marked with the date of production with the vendor's name and address.

c. Chilled fresh shell eggs that are procured from food distributors shall be delivered in refrigerated vehicles and shall be delivered within 15 days from the date of packaging. Internal temperature of eggs at delivery must be 41^{o}F (5^{o}C) or below.

6. BAKERY PRODUCTS:

a. Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined.

b. Bakery products shall be delivered within 48 hours from the date of production. Frozen bakery products shall be delivered within 6 months from the date of production, (SL 12 months), and in a refrigerated truck with a temperature of 0°F (-18°C).

SECTION III. SPECIFIED ANCHORAGE DELIVERIES

1. Due to the special circumstances associated with anchorage deliveries, the following exceptions are authorized, but shall not relieve the BPA holder of any other requirements in the Quality Assurance Provisions unless specifically listed below:

a. Dairy products may be delivered in non-refrigerated containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. When a refrigerated unit is not used, the dairy products shall be packed in special containers that hold multiple units of product (bi-wall/tri-wall boxes), with dry ice based on the product weight to maintain internal temperature of 41°F (5°C). The special container shall be packed to allow air circulation within. Dairy products shall be given the highest priority for loading/off-loading upon receipt.

b. FF&V may be delivered in unrefrigerated containers in the most expeditious manner to ensure the least amount of exposure to high temperatures.

c. Miscellaneous frozen products may be delivered in non-freezer containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. Frozen items shall be packed with dry ice based on the product weight to maintain frozen state. The special container shall be packed to allow air circulation within. Although slight temperature deviations may occur, proper packaging and sufficient quantities of dry ice shall preclude excessive temperature deviations and thawing. Any item showing sign of thawing shall be rejected.

2. Although special considerations are authorized in anchorage deliveries, no exceptions have been authorized or shall be accepted for reduced sanitary standards, including the sanitation of the vehicles, boats, and shipping

containers. The reuse of containers to transport products with dry ice is authorized as long as the container is sanitary and serviceable.

3. No deviations to these Quality Assurance Provisions are authorized without prior written approval from the Contracting Officer and U.S. Army Veterinary Representative. Deviations shall be granted prior to quotes being accepted and only for the particular delivery in question.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00005	28-Dec-2007	N4034507RCSG0005	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-07-D-0001
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 11-Dec-2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nysmnk02086376

1. This Administrative modification is issued to include the "Last Date to Oder" so that future CARS can be reported properly.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 28-Dec-2007

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The order period end date 29-Feb-2008 has been added.
The order period start date 01-Jan-2008 has been added.

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2007 TO 29-FEB-2008	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JAN-2008 TO 29-FEB-2008	N/A	N/A FOB: Destination	

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00004	28-Dec-2007	N4034507RCSG0005	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-07-D-0001
	X	10B. DATED (SEE ITEM 13) 11-Dec-2006
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) "Mutual Agreement of the parties"

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nysmnk02086317

1. This modification is issued to extend the period of performance of Contract N40345-07-D-0001 for Husbanding Services - Philippines for two (2) months from 01 Jan through 29 Feb 2008 by "Mutual Agreement the parties".

2. All other terms and conditions of the contract remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	27-Dec-2007

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JAN-2007 TO 30-JUN-2007	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2007 TO 29-FEB-2008	N/A	N/A FOB: Destination	

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00003	19-Oct-2007	N4034507RCSG0005	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-07-D-0001
	X	10B. DATED (SEE ITEM 13) 11-Dec-2006

CODE QB341 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) MUTUAL AGREEMENT

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt01081340

1. This modification is issued to incorporate the followings:
   a. provide and install fender protectors to include mobilization and demobilization under new SUB-CLIN 0210AF.
   b. mobilization and demobilization of fender protectors under new SUB-CLIN 0210AG.
   c. mobilization and demobilization of submarine fender under new SUB-CLIN 0210AH.
2. As a result, Exhibit A, Lot 2, for the port of Subic and Section C, Statement of Work will be replaced with new pages.
3. The estimated total contract value is increased by $70,000 from $523,994 to a new estimate amount of $593,994.
4. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) DIRECTOR CONTRACTS
		TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	19-Oct-2007

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $70,000.00 from $523,994.00 to $593,994.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

Global Changes

CLIN 0001 -- CLIN 9000
The PROG code A30 has been added.
The MDAP/MAIS Code 000 has been added.

CLIN 9000
The unit price amount has increased by $70,000.00 from $523,994.00 to $593,994.00.
The total cost of this line item has increased by $70,000.00 from $523,994.00 to $593,994.00.

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

Paragraph 10 of Statement of Work in Section C has been modified:

TASKS: The Contractor shall perform the following tasks when ordered by an AGR.

10. FENDERS (CLIN XX10)

10.1.The Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

10.2. The Contractor shall provide and install fender protectors.

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.216-21	Requirements	OCT 1995

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	30-May-2007	N4034507RCSG0005	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-07-D-0001
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 11-Dec-2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) CONTRACT CLAUSE "OPTION TO EXTEND SERVICES" (FAR 52.217-8)(NOV 1999)(MOD)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzpnt010716054

Extend Services for six (6) months from 01 Jul - 31 Dec 2007 under the clause "Option to Extend Services (FAR 52.217-8)(November 1999)(Modified). All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY (b)(6), (b)(7)(C) (Signature of Contracting Officer)	30-May-2007

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

004877

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001		1	Lot		

Base Period - Husbanding Service
FFP
See Attachment JXXX for a complete listing of all CLINS and SUBCLINS for this CLIN.
See Exhibit A for a complete listing of all CLINS and SUBCLINS for this CLIN.
THIS SOLICITATION IS ISSUED USING THE SIMPLIFIED ACQUISITION PROCEDURES AS AUTHORIZED BY FAR PART 13.5
FOB: Destination
PURCHASE REQUEST NUMBER: N4034507RCSG0005

ESTIMATED NET AMT	$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
9000		1	Lot	$523,994.00	$523,994.00

Exhibit A - ELIN's
FFP
Husbanding Services Philippines
Price shall be in US dollars and inclusive of weekend, overtime/holiday rates, mobilization, demobilization, pre-positioning and applicable disposal/quarantine fees unless otherwise stated.
FOB: Destination
PURCHASE REQUEST NUMBER: N4034507RCSG0005

ESTIMATED NET AMT	$523,994.00

Section C - Descriptions and Specifications

OVERVIEW SECTION III
OVERVIEW OF CONTRACT

1. OBJECTIVE - The objective of this contract is to obtain husbanding services for U.S. Navy Ships visiting the Philippines.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) at any berthing or anchoring location in the Philippines. It is to provide services and supplies requested by the ships while in port.

2.2. This contract also includes logistic support services and supplies for Operations Other Than War (OOTW) required by other U.S. Government organizations or agencies. Examples include U.S. Marine Corps, U.S. Army, U.S. Air Force, Military Sealift Command (MSC), NFAF Fleet, U.S. Coast Guard, etc.

2.3. The contract may be subdivided into Lots. Lots may be for individual Ports or they may include several Ports under one Lot. For this contract, Lot 1 is for Manila, Lot 2 is for Subic Bay, Lot 3 is for Cebu, Lot 4 is for All Other ports in Philippines and Lot 5 is for Operations Other Than War (OOTW) in the country.

2.4. The individual HS items provided under this contract are listed in Exhibit A, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).

2.5. There is also a requirement to assist the ship in obtaining unforeseen additional items relating to husbanding of the ship in port.

2.6. The holder of this contract is a US Navy contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price Requirements contract. The Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services.

4. DURATION OF CONTRACT - This contract is for six (6) months. Additionally, the contract will include FAR52.217-8 OPTION TO EXTEND SERVICES clause. The possible contract duration is twelve (12) months if the six (6) month extension of services is exercised under FAR 52.217-8.

5. CONTRACT USERS

5.1. Mandatory Users - U.S. Navy ships visiting locations covered under this contract are required to use this contract if HSs are requested (with the exceptions noted below). Ship classifications are listed in Attachment 2.

5.2. Optional Users - The following types of U.S.ships are not required to use this contract but may use it if desired. The Contractor is obligated to provide the service or supply at the same rates listed in The Schedule:

Military Sealift Command Ships (USNS)
U.S. Coast Guard (USCG) Ships
U.S. Army Ships
Department of Defense (DOD) Chartered Ships
U.S. Government personnel conducting business in locations under this contract.

5.3. Exceptions: The Government has the choice to use or not use this contract under the following types of situations:

During U.S. Military Exercises or Operations.

When Host Nation provided support is available.
When U.S. Government owned supplies or services are available.
When ship repair work is being done in conjunction with the Port Visit.

6. MULTIPLE SHIP VISITS - The contractor is required to be able to simultaneously husband a maximum of six (6) ships at one time.

7. ESTIMATED QUANTITIES - The number of ship visits and required services or supplies are only estimates. There is no guarantee that the government will meet or exceed the estimates. The ship is not obligated to use all items in The Schedule.

8. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities, or finally provide it themselves to include subcontractors. The Schedule lists what items are available through HN and Port Authorities.

9. MARK V (HSIC) SPECIAL OPERATIONS CRAFT - Mark V (HSIC) Special Operations Craft may be in port or in the direct vicinity for up to 90 days conducting operations. The Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels shall only be charged Class IA Management Fees as stated in the schedule. Attachment 2 provides details – Classification of Navy Ships.

10. LONG TERM SHIP VISITS – For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The contractor would charge $300 for the first day, $100 for the subsequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit. During the period of reduction, the Contractor is relieved of all husbanding requirements specified by the Contracting Officer, Ordering Officer and / or AGR as unnecessary; and shall continue to provide only those services specifically authorized by the Contracting / Ordering Officer via verbal and /or written modification of the delivery order (CHT, trash removal, potable water etc).

11. SHIPYARDS - U.S. Navy Ships in shipyards may order off of this contract without incurring Management Fees.

12. OTHER PERSONNEL – Other U.S personnel conducting business at locations covered by this contract may order off of the contract without incurring Management Fees. These orders do not involve continuous management husbanding services and are for items such as vehicles, phones or other services.

13. ORDERING

13.1. Ordering Items on Contract: Only Authorized Government Representatives (AGRs) can place orders against this contract. AGRs for this contract are:

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any FISC Det Singapore warranted KO or their authorized representative.

13.2. Short Notice Orders: Occasionally, there may be short notice orders of less than 48 hours, which the contractor should support if possible. If the Contractor cannot support these requirements, then the AGR may solicit them from other companies.

13.3. Substitutions: Substitution of ordered CLIN shall not be allowed unless authorized and accepted in writing by the AGR and requiring activity. If accepted by the AGR or requiring vessel, substituted CLINs shall only be charged at the rate of the originally ordered CLIN. An example would be if a 20 pax bus was ordered, but was not available and substituted with two 10 pax vans. The Contractor will only be able to charge for one 20 pax bus not two 10 pax vans. If the requiring

activity and AGR agree to rates of the substituted CLINs, then it is not considered to be substitution but a change to the requirement.

13.4. Cancellation of Orders:

13.4.1. Unless otherwise provided herein, in the event an order is canceled at least 24 hours prior to the required delivery, the U.S. Government will not be liable for any charges. For any order not canceled at least 24 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the cntrct clause titled "Termination for the Government's Convenience (FAR 52.212-4)", as negotiated. Any disagreements shall be subject to the Disputes clause in the contract.

13.4.2. In rare cases where long lead items were ordered, the Government may negotiate cost reimbursement under the Termination for the Government's Convenience clause as stated above.

13.4.3. In all cases, the Contractor is responsible for taking all necessary steps to mitigate any damages or termination costs on behalf of the U.S. Government.

14. CORRESPONDENCE IN ENGLISH - All correspondence will be in English. All electronic communication between visiting vessels and contractor shall be copied to FISC Det Singapore Contracting Officer and Logistic Support Representative. This is to ensure oversight and assistance to either party as required.

15. STANDARDS FOR PROFESSIONAL SERVICES

15.1. The Contractor shall bring to the Navy the highest level of commitment to customer satisfaction including the timely delivery of goods and services at fair and reasonable prices to ships making port visits; continuous oversight of costs and performance throughout the areas covered by this contract; and, meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. To this end, the Contractor shall identify a representative to act as the principal point of contact between itself and the U.S. Government concerning cost and performance issues throughout the Region. The duties of this individual shall not impede communications among ships, DAOs, Port Services Officers and the U.S. Government.

15.2. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

15.3. The Contractor shall be responsible for obtaining any necessary insurance, licenses, permits, accreditations, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

15.4. The Contractor shall ensure that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

15.5. The Contractor will ensure that subcontractors comply with these requirements.

16. HEIGHTENED VIGILANCE

16.1. The contractor has an obligation to be alert at all times in order to contribute to the protection of the ship and its crew. The contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The contractor also has an obligation to report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

16.2. The Contractor will fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the Contractor will identify to Navy Force Protection Personnel and NCIS representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The Contractor will arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

17. EQUIPMENT - All vehicles, watercraft, and equipment provided under this contract must be in sound mechanical condition, be in compliance with local laws, meet all local safety standards, and have all required current certifications and insurance.

18. RESERVED - (GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM)

19. CONTRACT PRICING

19.1. Contract Currency – All contract prices are in U.S. Dollars (US$).

19.2. Fixed Price - Prices are firm-fixed-price per unit and are inclusive of ALL costs.

19.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit. The Contractor shall only charge for actual usage while the vessel is in port.

19.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

19.2.3. Pre-Positioning / Pre-Staging. All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

19.2.4. Repositioning equipment. All repositioning of equipment when required shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

19.2.5. All Philippine Government Taxes are included in the unit cost when applicable.

19.3. Port Tariff (PT) or other controlled prices – (See Exhibit B – Port Tariff Costs) Items listed as PT for Port Authority or other government type organizations will be paid at the current published rates. For example, if the port provides items such as Tugs, Line Handlers, Brows, Landline telephones, and /or Cranes. They will be listed as PT in The Schedule. The Contractor can only charge the U.S. Government at what was charged by relevant port authorities.

19.4. Time Calculations. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged.

19.5. Demurrage. Demurrage charges shall only be charged if the Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a CHT truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but was not attended to until 1500 hrs when pumping begins. The contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs).

Demurrage charges will be charged as stated in the schedule of supplies and services. This only applies to CLINS that have demurrage charges as sub-CLINs.

20. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

BG	Bag
DY	Day
EA	Each
GL	Gallon (3.785 Liters)
HR	Hour
JB	Job
LO	Lot
MO	Month
NSP	Not Separately Priced
PK	Package
PT	Port Tariff
TBD	To Be Determined
TP	Trip

21. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any supply or service.

- CAMELS: See Fenders

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the year of the contract. The base year is zero (0), Option Year 1 is one (1), and Option Year 2 is two (2). (For example a base year would be 0XXX, and the Option Year 1is 1XXX, and Option Year 2 is 2XXX.) The second digit indicates the Lot number. (For example Lot 1 would be X1XX, Lot II would be X2XX). The third and fourth digits are the service or supply item number. (For example XX01 is the first item, XX02 is the second item, and so forth.) If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX12 for Force Protection could be divided into XX12AA for Beach Guard Office and XX12AB for Dive & Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract, place an order, or obligate funds.

- DAY: A calendar day.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge. Commercial or commonly used self-fendering devices normally consist of car and/or truck tires. These may not be sufficient for U.S. Navy purposes. The Contractor is to inform visiting vessel/s of this fact so that additional yokohama type pneumatic fenders may be ordered when and if required.

- FORCE PROTECTION (FP). Security measures to protect a ship and their crew from dangerous situations such as terrorist actions. FP includes taking as many steps as possible to deter an attack. The HS contractor is responsible for contract FP items.

- GARBAGE: See Attachment 1 - Refuse Definitions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL: Items fully transferred to the Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Government tax is a levy on goods and services made in the local country. The tax rate will vary from with the location. U.S. Navy is usually exempt from Government Taxes.

- HOST NATION: The country which is being visited by the U.S. ship.

- HUSBAND: To provide all supplies and services requested by a ship during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other contractors work with the ship, assisting with Non-Contract item requests, and generally taking care of all the needs of the ship and personnel on board. It should utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION:

- Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.
- Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPARATELY PRICED (NCP): Item that is not separately priced. Cost of the item should be factored into the Management Fee.

- POINT OF CONTACT (POC): A designated individual who is responsible for an item and is a single interface. The individual must be knowledgeable of the item and be able to answer questions and make decisions or obtain a decision when required.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities or other government type organizations where the price is pre-established and controlled. Examples are pilot services, tugs, security guards, and potable water. The Contractor has no control over the price and the ship will pay the prevailing rate at the time of service.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- PROPERLY: Conform to the required standard of competence in the relevant profession, trade or industry. Comply with requirements for insurance, licenses, permits and accreditations in connection with work performance.

- "RESERVED": An item not used in this contract.

- RUBBISH: See Attachment 1 – Refuse Definitions.

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and is authorized to sign contracts and place orders.

- TASK ORDER (T.O.): A task order is an order for services placed against an established contract or with Government sources.

- TRASH: See Attachment 1 – Refuse Definitions.

- TRIP: From one point to another and back (round trip)

- WEEK: A week consists of seven (7) full days

22. CONTRACTOR REPRESENTATIVE – The Government shall contact the following Contractor person(s) for prompt contract management:

Name of Individual: Leonard G. Francis

Title of Individual: Managing Director

Mailing Address: 15D Pandan Road, Singapore 609266

Tel No. (Work): (65) 62727937

Fax No. (Work): (65) 62707240

Mobile: (65) 97983155

E-mail address: Leonard@glennmarinegroup.com; glenncom@glennmarinegroup.com

CLAUSES INCORPORATED BY FULL TEXT

TASKS: The Contractor shall perform the following tasks when ordered by an AGR.

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 2 – Classifications of Navy Ships)

1.1 PRE-ARRIVAL HUSBANDING DUTIES.

1.1.1. The Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The Contractor shall order requested services and supplies.

1.1.3. Pre-arrival CRAFT Cost Estimate - The contractor shall furnish to each ship and FISC Det Singapore Contracting Officer a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship and the Contracting Officer within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship's arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs.

1.1.4. These estimates shall be provided for all US Navy, Military Sea-lift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the Husbanding Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché' at the U. S. Defense Attaché Office.

1.1.6. The Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

1.1.7. The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements. For example, the HS Contractor would coordinate Provisioning contractors delivery dates, times, forklifts, cranes, stevedores, inspections, or any other item needed for them to perform their work at the berth.

1.1.8. The Contractor shall assist the ship's Advance Party to include planning and coordination meetings.

1.2. POST-ARRIVAL HUSBANDING DUTIES

The Contractor shall Husband the ship when at the berthing location.

1.2.2. The Contractor shall install all equipment upon ship arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The Contractor shall brief the designated ship representative about Contractor provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. Also, the contractor will provide their POC information with 24 hour contact phone numbers.

1.2.5. The Contractor shall provide the SUPPO upon ship's arrival a copy of The Schedule and SOW, applicable port tariffs and current prices for frequently ordered services such as laundry services and vehicle rental.

1.2.6. Money Exchange Services:

1.2.6.1. The Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. This Official Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.6.2. Moneychangers: The Contractor shall arrange for authorized moneychangers to exchange ship personnel U.S. dollars with local currency. Exchange services onboard ship shall be made available to crewmembers at least two hours daily with buy back service on the day before the ship's departure. The exchange rate will be the "Interbank Rate – Median Price" at the internet site www.oanda.com on the date of the exchange of currency (extended out to four decimal points). The moneychangers may include a nominal commission of no more than plus or minus 1.5% difference from the Official Rate above.

1.2.7. Laundry Services:

1.2.7.1. The contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure.

1.2.7.2. The Contractor shall assist in resolving vendor billing discrepancies.

1.2.8. Interpreter Services:

1.2.8.1. All contractor personnel who deal directly with the ship must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port.

1.2.8.2. The Contractor is responsible for providing all interpreter services necessary to assure timely delivery and performance of the supplies and services ordered by the Supply Officer under this contract or any other contract.

1.2.9. Mail Delivery Services: The Contractor shall provide mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

1.2.10. Moral Welfare and Recreation (MWR) Services:

1.2.10.1. The Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) contractor servicing the ship.

1.2.10.2. If an ITT contract has been awarded which covers the Philipines then the HS Contractor must refer all MWR requests to the authorized ITT contractor. If awarded, the ITT contractor is the U.S. Navy's sole representative for this service. Only MWR may sell, offer, offer to sell, or collect a fee for booking or providing accommodation, tours, travel, recreation or entertainment to the ship's crew. Under no circumstances will the Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

1.2.11. Passing Ship's Orders: The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements. For example, the HS Contractor would coordinate Provisioning contractors delivery dates, times, forklifts, cranes, stevedores, inspections, or any other item needed for them to perform their work at the berth. The HS Contractor shall also arrange for these contractors invoicing and payments by the ship. The HS contractor must have a mutual agreement with the other contractors to perform these services for them. Any disputes or discrepancies arising from the order will be resolved directly between the ship and the other contractor(s) with assistance from the HS Contractor and FISC Det Manila.

1.2.12. Customs & Immigration: The Contractor shall assist ship personnel with immigration and customs requirements into their country. This includes providing Visa and Customs application forms. The Contractor shall contact the FISC Det Manila prior to arrival to ascertain how many personnel will require assistance.

1.2.13 The Contractor shall facilitate the ship's timely departure.

1.2.13.1 The Contractor shall provide a timely cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.13.2. The Contractor must obtain a written receipt from an authorized ship representative accepting all services or supplies provided.

1.2.13.3. The Contractor shall remove all provided equipment.

1.3. ARRANGING SUPPLIES AND SERVICES

When requirements exist for items not priced in the Schedule of Supplies and Services, the Contractor shall assist the Supply Officer of the vessel in obtaining information from, and delivering information to, reliable sources for these items by identifying responsible sources, performing market surveys, providing pricing information from at least three sources whenever feasible, and delivering Government orders. In obtaining or delivering this information, the Contractor shall inform the potential sources that it is solely obtaining and delivering information for the U.S. Navy, and is not entering into any contractual commitment. The information obtained shall be submitted to the ship's Supply Officer and courtesy copy to FISC Det Singapore Contracting Officer who shall issue appropriate contractual documents. The Contractor shall deliver to the vendor the Supply Officer's or Contracting Officer's order to purchase the supplies or services. This order shall be in writing (facsimile and electronic transmission included) and signed by the Supply Officer or Contracting Officer specifying the price, item(s), quantity, and delivery requirements of the order. The Contractor shall facilitate receipt of the items by the ship. The Contractor is not required to arrange unofficial requirements or personal requests from individual crewmembers. In certain cases (i.e. Fuel, FFV, Bread and Eggs) the contractor shall use the SOWs furnished herein when arranging supplies and services.

In the event the above process cannot be followed by the Supply Officer, the Contractor is still responsible for promoting competition to the maximum extent practicable to obtain supplies and services from the source whose offer is the most advantageous to the Government. In addition, if the supply or service required is greater than $3,000, the Contractor shall provide information on the results of competition conducted by providing: name of the sources contacted, amount of each offer received (indicating the items ordered, quantity, unit price and total price) and rational for decision. This information must be provided to FISC Det Singapore Contracting Officer during the ship visit or no later than 7 days after the ship's departure from the visited port. The Contractor's responsibility to promote competition as indicated in this paragraph will be evaluated based on the criteria established in Section C, Overview, paragraph 15, Standards for Professional Servic; sub-paragraph 15.1 and 15.2.

No later than 60 days after contract award, the contractor is required to submit written policy and procedures on Arranging Supplies and Services (to include purchasing procedures). The Contracting Officer will review the plan

for acceptability, and may require revisions to the policy. When the Contracting Officer deems the written policy and procedures acceptable to the Government, the Contracting Officer will approve the plan.

1.4. FRESH FRUITS AND VEGETABLES (FF&V), BREAD, EGGS, AND OTHER SUBSISTENCE ITEMS

1.4.1. When requested by the ship, the husbanding contractor shall assist in arranging for the timely provision of FFV, Bread and Eggs and other subsistence items. FFV shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using nightsoil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. Bread and Eggs must be in accordance with Attachments 9 and 10. The husbanding services contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars (Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Any delivery charges shall already been part of the price and should not be shown separately.

1.4.2. In all cases where the total cost of FFV and subsistence items received by a ship exceeds $10,000.00 for a port visit, the contractor, in addition to the CRAFT reports, shall submit a report via e-mail to FISC Det Manila within ten (10) days after the visit. The report shall provide a breakdown of the FFV and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the contractor shall provide copies of all quotes obtained.

1.4.3. The husbanding contractor is responsible for ensuring that the sources recommended to the ship's SUPPO for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Detachment, Europe. A listing of approved sources is available via the U.S. Army Veterinary Command's (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection is provided as Attachment 11.

1.4.4. Husbanding contractors shall consider this requirement for inspection of sources when recommending or selecting suppliers of subsistence items. Under no circumstances should the contractor recommend or offer for acceptance subsistence items from non-approved sources.

1.4.5. The Contractor shall comply with the Quality Assurance Provisions as per attachment 12.

1.5. PRE-SAILING VISIT: The Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor's best estimate and an adjustment will be made later.

1.5.1. The payment will be made by the ship prior to departure from the port. If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Officer, U.S. Naval Regional Contracting Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury check. The Contractor must accept the U.S. Government commercial purchase card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPC is the Mastercard. If a ship uses a U.S. Government credit card, the ship shall reimburse the Contractor any surcharge imposed by the financial institution processing the credit card transaction. The applicable credit card surcharge cannot exceed three (3) percent. Upon award of contract, the Contractor shall provide evidence furnished by theFinancial Institution of the credit card surcharge.

1.5.2. The Contractor shall also provide any invoices for port tariff items which have been completed for certification by the ship's Supply Officer.

1.5.3. Copies of all invoices presented to the ship shall be provided to FISC Det Manila Contracting Officer within 5 working days from the departure of the visiting vessel.

1.5.4. The Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for this information shall be the Command Duty Officer, Supply Officer, or his designated representative.

2. OPERATIONS OTHER THAN WAR (OOTW) AND EXERCISE/ LOGISTIC SUPPORT FEES (LOT 5)

2.1. Operations Other Than War (OOTW), sometimes referred to as "contingencies", are defined as emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. In addition to rescue and humanitarian relief missions, military contingencies can include demonstrations of force; raids; larger operations undertaken to protect U.S. interests, lives, and property; training efforts and exercises in preparation for actual contingencies shall also be included.

2.2. An exercise is defined as a prearranged, preplanned evolution being conducted between the U. S. Government and a foreign nation for Humanitarian, training, or other purpose of a specified duration. The name of the event will generally, but may not always, include the word "exercise."

2.3. Logistic Support is defined as goods and services provided in a background framework to an operation or an exercise. Logistics Support can take place in the immediate vicinity of the operation/exercise or a great distance away.

2.4. An operation can be further defined as an unplanned, real world deployment of troops for an indefinite period of time. It can include Non-combatant Evacuation Operations (NEO's).

2.5. The Navy's husbanding contractor shall be familiar with the manner in which the U.S. Navy operates. The Contractor shall have a country wide network familiar with the different political and commercial infrastructures, as well as cultural and language nuances where the OOTW and/or Exercise/ Logistic Support is conducted to ensure timely fulfillment of the Navy's requirements. In addition to the above, the contractor shall furnish personnel with the following qualifications:

2.5.1. ability to speak the local language in the country of the OOTW and/or Exercise/ Logistic Support
2.5.2. capacity to travel to the OOTW or forward logistic site within 24 hours of notification
2.5.3. current innoculation records
2.5.4. possess a valid up-to-date passport

2.6. The Contractor, or his or her representative, shall be available (either in person or by telephone) 24 hours a day, seven days a week, during the time frame of the OOTW and/or Exercise/ Logistic Support operation. He is there to assist the on-site Government representative in fulfilling logistical requirements to include, but not limited to, translation services, identification of sources, liaison with local political and police authorities, and any other official requirements. The contractor team shall consist of a minimum of two personnel per location that the OOTW and/or Exercise/ Logistic Support is being conducted. If there are multiple operations at same time, or a single operation at multiple locations, the contractor may bill for each team that is being deployed in support of OOTW and/or Exercise/ Logistic Support operations.

2.7. If the operation(s) is/are not associated with a ship, or if the action is away from the port city, OOTW and/or Exercise/ Logistic Support CLINS will apply. If the service is provided in port vicinity and the requirement is received from the ship or a contingent on the ship, the contractor's Husbanding fees and CLINS shall apply.

2.8. A sample of the potential list of OOTW and/or Exercise/ Logistic Support supplies and services is provided for contractor reference in Exhibit C. The contractor may be required to locate sources to furnish these supplies and services. The authorized U.S. Government contracting officer will negotiate a fair and reasonable price for

these items at the time of placing the order. In conducting market research for requirements over $3,000, the husbanding contractor shall make every effort to locate at least three sources.

3. BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The Contractor shall place additional fenders between the breasting barge and the ship when requested.

3.3. The Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. BROW (CLIN XX04)

4.1. The Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not damage the surface of the pier.

4.2. Due to the dramatic height difference between the submarine deck and pier, the Contractor provided submarine brow must afford personnel a smooth and safe transit when entering or exiting thesubmarine deck. Also, the submarine brow must be capable of supporting shorepower cables without damaging the cable.

5. CAMELS (CLIN XX05) - The Contractor shall provide camels as fenders for the ship.

6. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX06)

6.1. The Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

6.2. The Contractor shall pump sewage from the ship to Contractor provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

6.3. The Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

6.4. The contractor shall provide CHT hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

6.5. When collection of CHT is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship.

6.6. The Contractor shall properly dispose of all sewage in accordance with OVERVIEW of the contract section, paragraph 14, Standards for Professional Services.

6.7. The Contractor shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements.

7. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX07)

7.1. The Contractor shall arrange for landlines to be installed aboard the ship.

7.2. The Contractor shall provide fully charged, mobile hand phones with chargers capable of using dual voltage. Each mobile phone provided shall include a spare battery and an operating manual/instruction with published rates for usage.

7.3. The Contractor shall provide activation, auto roaming, long distance accounts, and airtime for land and mobile hand phones.

7.4. The Contractor shall provide commercial telephone booth and sale of phone cards for personal use by crewmembers.

7.5. The Contractor shall provide pre-paid International Calling Cards for official use.

8. CRANE (CLIN XX08) - The Contractor shall provide cranes with operators, required assistant personnel (minimum two assistants), and support equipment such as slings, lifting bars, and nets. When ordered, the Contractor is required to provide mobile crane services (shore crane and floating crane) with operator. The Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

9. DOCKAGE AND WHARFAGE (CLIN XX09) - The Contractor shall provide pier and wharf usage.

10. FENDERS (CLIN XX10) - The Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

11. FLEET LANDING (CLIN XX11) - The Contractor shall provide a Fleet Landing site at designated piers. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct Force Protection (FP) operations.

12. FORCE PROTECTION (CLIN XX12)

12.1. General (CLIN XX01 & XX02): The Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The contractor must develop a comprehensive FP approach which ensures the best security for the ship whether at pierside or at anchorage. The contractor must coordinate all aspects of FP planning and services with Port Authorities, HN agencies, and U.S. Embassy security staff. If the HN is supplying FP assets the contractor must verify they are available and are scheduled to show up on time. The Contractor will follow the contract requirements in this FP section unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

12.1.1. Access Points: The Contractor shall establish a single entry and exit point to the pier area.

12.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

12.1.3. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

12.1.3.1. Background Checks. The Contractor shall run security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees who fail this background investigation.

12.1.3.2. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

12.1.3.3. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

12.1.4. Access Lists: The contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

12.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

12.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

12.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

12.1.5. Inspections. The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

12.1.6. Stand-Off Distances:

12.1.6.1. Objects: The Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.1.6.2. Unloading Zones: The Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship or to the maximum extent practicable.

12.1.7. Warning Signs: The Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

12.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. A clear warning must be given that the use of deadly force may be authorized by the local security guards or police force.

12.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area & Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)

- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

12.2. Non-Contract FP Measures: The contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Det Singapore Contracting Officer. The Contractor must explain what the FP service will entail and why it is being required. The Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a decision is made then the contractor will be either authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

12.3. Beach Guard Office or Tent (CLIN XX12AA)

12.3.1. The Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ships personnel while performing security checks on personnel, baggage, and vehicles.

12.3.2. The office or tent will be large enough to accommodate a minimum of 5 people. Tents will have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions (inclusive of power supply). The office or tent shall be well lighted and identified for its intended use. The contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 lb, CO2 fire extinguisher will be provided and kept fully charged.

12.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

12.4. Dive and Vetting Operations (CLIN XX12AB)

12.4.1. The Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

12.4.2. The pier will be vetted prior to the ships arrival.

12.4.3. The Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

12.4.5. The Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

12.5. Floating Line of Demarcation (CLIN XX12AC)

12.5.1. The Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FLD is not designed to stop approaching unauthorized watercraft by fouling their propellers. Rather it is to help identify a safe standoff zone.

12.5.2. The Contractor shall comply with the specification of the FLD in Attachment 3.

12.6. Perimeter Fencing (CLIN XX12AD)

12.6.1. The contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the Contractor will provide portable chain link fencing with vehicle and walk up entrances.

12.6.2. The perimeter fence provided by the Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved Entry Point: Entry available for vehicles and personnel.

12.7. Physical Security Barriers (CLIN XX12AE THRU XX12AH)

12.7.1. The contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

12.7.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used. As well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

12.7.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zig zag patterns to control the speed of access.

12.7.4. A personnel entry point must be established through the barriers.

12.7.5. Barriers may also be used to seal off secondary Port gates.

12.7.6. All barriers must be placed prior to a ships arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

12.8. Picket Boats (CLIN XX12AJ & XX12AK)

12.8.1. The Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

12.8.2. The Contractor shall comply with Attachment 4 for picket boat operations and specifications.

12.9. Portable Latrine (CLIN XX12AL)

12.9.1. The Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

12.9.2. The Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

12.9.3. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

12.9.4. The Contractor shall clean latrines twice daily.

12.10. Portable Lighting (CLIN XX12AM)

12.10.1. The Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Ports installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship.

12.10.2. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

12.11. Security Guards Services (CLIN XX12AN, CLIN XX12AP & CLIN XX12AQ)

12.11.1. The Contractor shall provide security guards to patrol in picket boats and at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

12.11.2. The Contractor shall comply with Attachment 5 for security guard operations.

12.11.3. All security guards (CLIN XX12AN, XXAP and XXAQ) shall be armed.

12.12. EOD / Drug K9 Dog and Handler Team (CLIN XX12AR & CLIN XX12AS) - The Contractor shall provide teams of EOD / Drug K9 detection teams. The teams shall include 1 dog and 1 handler.

12.13. Two Way Radios (CLIN XX12AT) The Contractor shall provide two way radio sets capable of communicating with the ship, picket boats and to the shore patrol designated individuals.

12.14. Hand Held Metal Detectors (CLIN XX12AU) – The Contractor shall provide hand held metal detectors capable of detecing metal.

12.15. Hand Held Explosive Detectors (CLIN XX12AV) – The Contractor shall provide hand held explosive detectors capable of detecting explosives.

12.16. Walk Thru X-Ray & Metal Detector (CLIN XX12AW) – The Contractor shall provide walk thru X-ray & metal detector capable of X-raying hand carried luggage and bags to determine its contents, and also capable of detecting metal. Equipment shall be manned by professionally trained operator to operate the equipment 24 hours a day.

13. FORKLIFT WITH OPERATOR (CLIN XX13) - The Contractor shall provide forklifts with operators for loading and unloading operations.

14. FUEL

14.1. Normally, fuel is provided by the HN or by other U.S. Navy bunkering contracts. However, if those sources are not available, then the HS contractor may be required to assist in obtaining the fuel. In that case, the Husbanding Contractor must comply with this paragraph and must ensure the attached specifications are met by the fuel provider.

14.2. If a ship requires the Husbanding Contractor to provide fuel, the Husbanding Contractor shall contact the bunkering contractor or HN source. If the HN or bunkering contractor can provide the fuel within the time needed, the Husbanding Agent shall so inform the ship. However, if the HN or US Government bunkering contractor

cannot deliver the fuel when required by the ship, the Contractor shall so inform the SUPPO or FISC Det Singapore and request approval to proceed. Only after this is done, may the Contractor arrange for fuel delivery.

14.3. The Contractor shall only charge fuel at the daily commercial fuel rate established by theh port or local authorities. The Contractor shall provide documentation of the daily rate to the SUPPO. The fuel price charged shall be free on board the ship whether at pier side or at anchor. Compensation for all husbanding efforts or costs associated with assisting in the acquisition and delivery of fuel (for instance, dealing with customs authorities) are included in, and otherwise covered by, the daily fixed husbanding services rates set out in the Schedule of Supplies/Services of this contract.

14.4. The Contractor shall provide fuel in accordance with Attachment 6 – Fuel Specifications.

14.5. The Contractor shall provide a fuel barge or truck to transport fuel to the ship.

14.6. The Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

14.7. The Contractor shall load the ordered fuel and transport to the ship. The Contractor shall transfer the fuel from the fuel barge or truck to the ship. The Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

14.8. The Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

15. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX15)

15.1. The Contractor shall remove and dispose of garbage and trash from the ship.

15.2. The Contractor shall provide dedicated refuse bins to the ship.

15.3. If collection is done by sea, the Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship; and at least four (4) mooring lines to secure alongside the ship.

15.4. The Contractor shall collect all loose refuse placed adjacent to refuse bins.

15.5. The Contractor shall immediately clean up any spilled refuse.

15.6. The Contractor shall properly dispose of all collected refuse.

16. RESERVED – LINESBOATS

17. LINE HANDLERS (CLIN XX17)

17.1. The Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier.

17.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

18. MANLIFT (WITH OPERATOR) (CLIN XX18)

18.1. The Contractor shall provide a manlift with operator and a full fuel tank.

18.2. The contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 each morning.

18.3. The Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The Contractor shall maintain documentation of ship personnel acknowledgement of the training.

19. MATERIAL HANDLING (CLIN XX19)

19.1. The Contractor shall provide material handling services for the ship. They will receive material shipped to them to include clearing customs, store the items, report the status of the items, deliver to the ship, and forward the items if unable to deliver.

19.1.1. The Contractor shall use counter-to-counter delivery and charge by each Bill of Lading.

19.1.2. All material shipped shall be labeled "SHIP'S SPARE IN TRANSIT"

19.1.3. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival.

19.1.4. Shipping documents shall be labeled 'SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and care of the Contractor.

19.2. The Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel.

19.3. The Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

19.4. The Contractor shall use forklifts and cranes from The Schedule.

19.5. The Contractor shall receive the package from the carrier and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

19.6. The Contractor shall deliver the package to the shp after arrival in port or the following morning.

19.7. The Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative or FISC Det Manila.

19.8. The Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship.

19.9. The Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

20. RESERVED (MISCELLANEOUS)

21. OIL BOOMS (CLIN XX21)

21.1. The Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water.

21.2. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

21.3. The Contractor shall dispose all oil waste caught in the Oil Boom.

22. OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX22)

22.1. The Contractor shall remove oily waste and aggregate water from the ship.

22.2. The Contractor shall pump oily waste and aggregate water from the ship to Contractor provided equipment.

22.3. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship's duty engineer shall verify in writing the amount removed.

22.4. The contractor shall provide hoses of sufficient length from contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

22.5. When removal is done via barge, the Contractor shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship.

22.6. The Contractor shall properly dispose of all oily waste and aggregate water.

22.7. The Contractor shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements.

23. PAINT FLOAT (CLIN XX23)

23.1. The Contractor shall provide paint floats to hold personnel painting the ship.

23.2. The paint float deck shall be between two (2) to three (3) meters above the waterline and the scaffolding shall be no higher than 3.5 meters from the deck.

23.3. The ship is responsible to secure the paint float to the ship if rented for more than one day.

24. PILOTS (CLIN XX24) - The Contractor shall provide qualified pilots to navigate the ship to and from the berthing locations.

25. POTABLE WATER (CLIN XX25) - The Contractor shall deliver fresh, potable water to the intake hose of the requesting ship in accordance with Attachment 7 – Potable Water Specifications.

26. RESERVED – (PRATIQUE)

27. REEFER CONTAINER (CLIN XX27)

27.1. The Contractor shall provide reefer containers with power source for refrigerated storage.

27.2. The Contractor shall provide diesel generators with fuel and properly sized to operate reefers continuously. Generators shall emit sound levels of less than 84 decibels.

27.3. The Contractor shall make all power connections between the generator and reefer.

27.4. The Contractor shall operate the reefer at the temperature specified by the ship.

28. SHORE POWER (CLIN XX28)

28.1. The Contractor shall provide shore power to the ship using the one or both of the following:

28.1.1. Port provided permanent connection system.

28.1.2. Or diesel generators with fuel along side the ship. Generators shall emit sound levels less than 84 decibels.

28.2. The Contractor shall provide all cables and make all power connections between the generator and ship.

29. RESERVED – (SHORE STEAM)

30. STEVEDORES (CLI XX30) - The Contractor shall provide stevedores and supervisors for general labor.

31. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX31)

31.1. The Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

31.2. The Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

32. TRANSPORTATION VEHICLES (CLIN XX32)

32.1. The Contractor shall provide vehicle service with qualified drivers for official government business.

32.2. The Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

32.3. The Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

32.4. The Contractor shall provide drivers who can speak and understand English clearly.

32.5. The Contractor shall provide only vehicles with air conditioning.

32.6. The Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

32.7. The Contractor shall return all items left in rental vehicles to the ship's SUPPO or to FISC Det Manila if the ship has departed.

32.8. The Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

33. TUGS (CLIN XX33)

33.1. The Contractor shall provide tugs to bring ships to and from berthing locations.

33.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

33.3. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

34. WATER TAXIS (CLIN XX34)

34.1. The Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 8 – Water Taxi Specifications.

34.2. The Contractor shall return all items left in water taxis to the ship's SUPPO or FISC Det Manila.

34.3. The Contractor shall obtain written acknowledgement of water taxi service by the ship’s duty officer onboard. Logs shall be used to document arrival and departure times.

35. CRAFT REPORT (CLIN XX35)

35.1. The Contractor shall prepare a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit D – CRAFT Report.

35.2. The report shall be submitted to FISC Det Singapore Contracting Officer or FISC Det Manila within five working days of each ship’s departure.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
9000	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JAN-2007 TO 30-JUN-2007	N/A	N/A FOB: Destination	
9000	POP 01-JAN-2007 TO 30-JUN-2007	N/A	N/A FOB: Destination	

Section G - Contract Administration Data

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	SEP 2005

CLAUSES INCORPORATED BY FULL TEXT

ADDITIONAL CONTRACT TERMS AND CONDITIONS

(a) Oral Orders (Indefinite Delivery Contracts) (SUP 5252.216-9402) (JAN 1999). Oral orders may be placed, provided the following conditions are complied with:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.

(3) Invoices for supplies or services furnished in response to total orders will be accompanied with a received copy of each related delivery ticket.

(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

(b) Written Orders (Indefinite-Delivery Contracts) (SUP 5252.216-9403) (JAN 1992). All requests for Services and Supplies must be documented by an AGR with a written Task or Delivery Order using a SF 1449 or DD Form 1155. Written orders on Standard Form 1449/DD Form 1155 will contain the following information, consistent with the terms of the contract:

(1) Date of order;
(2) Contract number and order number;
(3) Item number and description, quantity, and unit price;
(4) Delivery or performance date;
(5) Place of delivery or performance (including consignee);
(6) Packaging, packing, and shipping instructions, if any;
(7) Accounting and appropriation data;
(8) Any other pertinent information.

(c) Payment by Third Party (FAR 52.232.36*)* (MAY 1999) - This clause is incorporated by reference.

(d) Ordering (FAR 52.216-18) (OCT 1995)

(1) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award to final day of the contract.

(2) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a task/delivery order or task order and this contract, the contract shall control.

(3) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the schedule.

(e) Order Limitations (FAR 52.216-19) (OCT 1995)

(1) *Minimum ordering amount.* When the Government requires supplies or services covered by this contract in an amount of less than US $50.00, the Government is not obligated to order, nor is the Contractor obligated to furnish, those supplies or services under this contract.

(2) *Maximum ordering amount*. The Contractor is not obligated to honor --

(i) Any order for a single item in excess of the estimated quantity for that item, which is identified in the pricing schedule of this contract;

(ii) Any single order for a combination of items in excess of the total estimated dollar value for the applicable performance period of this contract; or

(iii) A series of orders from the Government within 120 days that together call for quantities exceeding the estimated quantities identified in the pricing schedule by more than two hundred percent (200%).

(3) This is a requirements contract (which incorporates FAR 52.216-21), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(4) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum ordering limitations in paragraph (b), unless the order(s) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to furnish the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the required supplies or services from another source.

(f) Contract Type. The resulting contract will be a Fixed Price Requirements contract.

(g) Requirements (FAR 52.216-21) (OCT 1995)-(ALTERNATE I) (APR 1984)

(1) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(2) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(3) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirement for the supplies and services specified in the Schedule that exceed the quantities that the activity may furnish within its own capabilities.

(4) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(5) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(6) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after thirty (30) days beyond the expiration of the contract.

(h) Option To Extend Services (FAR 52.217-8) (NOV 1999) (MODIFIED). In order to maintain continuity of service, the Government may require continued performance of any services within the limits and at the rates specified in the contract. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise this option by written notice to the contractor within fifteen (15) days before the contract expires.

(i) Inconsistency Between English Version & Translation Of Contract (FAR 52.225-14) (FEB 2000). In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(j) Taxes – Foreign Fixed Price Contracts (FAR 52.229-6) (JUN 2003). Incorporated by reference.

(k) Payment by Electronic Funds Transfer--Central Contractor Registration (FAR 52.232-33) (OCT 2003). Incorporated by reference.

(l) Authorized Changes Only By The Contracting Officer (SUP 5252.243-9400) (JAN 1992)

(1) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(2) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(3) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and FAX telephone number of the Procuring Contracting Officer (PCO) are:

Commercial Address: FISC Detachment Singapore

PSA Sembawang Terminal
Deptford Road, Building 7-4, Unit 2-9
Singapore 759657

Military Address: PSC 470, Box 2100
FPO AP 96534-2100

FAX Numbers: (65)-6-750-2639 or 2382

(m) Provision for Wood Products SA 03-05 NAVSUP CLAIMANCY POLICY - Pinewood Nematode (microscopic roundworm) Free Non-Manufactured Wood Pacing (NMWP) Material (SWPM) (Nov 202) NAVSUP

(1) Definition. 'Pinewood nematode' as used in this provision, means a microscopic roundworm that has infested coniferous (softwood) trees.

(2) All non-manufactured wood lumber, pallets boxes, crates, containers, reels blocking and bracing, dunnage, drums, etc. for all shipments are required to be certified pest- (pinewood nematode) free. All wood pallets, boxes, crates, containers, reels, blocking and bracing, dunnage, drums, etc. ordered/delivered from vendors/suppliers shall be heat-treated and marked to the American Lumber Standards Committee (ALSC), NMWP policy and enforcement standards. The approved method for ensuring NMWP material is pinewood nematode free is as follows:

(i) Heat-treated to a minimum core temperature of 56°C(133°F) for at least 30-minutes in a closed chamber that has been tested evaluated, and approved officially for this purpose. In addition, the susceptible wood shall display an officially approved heat-treated marking enabling the identification of where and by whom the above treatment has been carried out.

(3) All bulk lumber procured for the fabrication of pallets, boxes, crates, containers, reels, skids, blocking and bracing, dunnage, drums, etc., shall be certified and marked as a part of the fabrication process, to the ALSC NMWP policy and enforcement standards. Vendors/Suppliers using ALSC-certified lumber to make or repair wooden boxes, crates, skids, containers, pallets, reels, drums, etc., must have formal processing procedures and documentation to ensure that only certified lumber leaves their fabrication point.

(4) This provision is self-deleting if the material or supplies are not shipped in NMWP material.

(n) Agency Protests

(1) Prior to submission of an agency protest, all parties should use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions.

(2) FISC Det Singapore will process agency protests in accordance with the substantive and procedural requirements of FAR 33.104(d).

(3) Pursuant to FAR 33.103(d)(4), an agency protest may be filed directly with either the Contracting Officer or the Chief of the Contracting Office. A protestor who initially files an agency protest with the Contracting Officer may appeal an adverse decision to the Chief of the Contracting Office. Agency protest submissions should clearly identify the initial adjudicating official, i.e., the "Contracting Officer" or "Chief of the Contracting Office".

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2005) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acq.osd.mil/dp/dars/
http://www.arnet.gov/
http://farsite.hill.af.mil/

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

____ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

____252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

____252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

____ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).).

____ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

____ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

____ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2005) (------ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

____ 252.225-7021 Trade Agreements (JUN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

____ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (------ Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

_____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

____ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

_____ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

____ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (_____Alternate I) (MAR 2000) (_____Alternate II) (MAR 2000) (____Alternate III (May 2002).

____252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5 (JUL 2005) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.232-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

ATTACHMENT 1

REFUSE SERVICE DEFINITIONS

The following are Refuse Definitions used for this contract:

(A) **"Refuse"** includes all garbage, ashes, debris, rubbish and other similar waste material, and anything else delivered to the ship, but not taken onboard due to spoilage, etc., even though such refuse was not aboard the vessel when it arrived in port. Not included are explosives and incendiary waste and contaminated waste from medical and radiological processes.

(B) **"Garbage"** means animal and vegetable waste (and containers thereof) resulting from the handling, preparation, cooking, and consumption of foods. Edible, or hog food, garbage is the portion of waste food, which has been segregated for salvage.

(C) **"Ashes"** means the residue from burned wood, coal, coke, and other combustible material.

(D) "**Debris**" means grass cuttings, tree trimmings, stumps, street sweepings, rooting and construction wastes, and similar waste material.

(E) "**Rubbish**" means a variety of unsalvageable waste material such as metal, glass, crockery, floor sweepings, paper, wrappings, containers, cartons, and similar articles not used in preparing or dispensing food. Rubbish is further subdivided into:

(F) "**Combustible Rubbish**" which can be burned readily in an incinerator or burning pit.

(G) "**Noncombustible Rubbish**" which cannot be burned at ordinary incinerator temperatures (800 to 1,800 degrees F.)

(H) "**Receptacles**" or "**Containers**" means cans, drums, bins, or similar receptacles, which can be handled easily, and multiple containers, which are handled by mechanical truck-mounted hoists. A **"bin"** is defined as a standard garbage bin used for this service which can vary in size. Size will be identified in The Schedule Sub-CLINs.

ATTACHMENT 2

SHIP CLASSIFICATIONS (DESCRIPTION OF U.S. NAVY SHIPS BY CLASS AND TYPE)

The following are Ship Classifications used for this contract.

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	77
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360
Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420

LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854
Class IV					
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082
T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276
T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

(I) The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

(J) Displacement is expressed in tons and represents fully loaded displacement.

(K) The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

(L) There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

GLOSSARY OF TERMS AND ABBREVIATIONS

AGOS	RESEARCH SHIP
AGSS	RESEARCH SUBMARINE
AOE	FAST COMBAT SUPPORT SHIP
ARS	SALVAGE SHIP
AS	SUBMARINE TENDER
CG	GUIDED MISSLE CRUISER
CV	MULTIPURPOSE AIRCRAFT CARRIER (CONVENTIONALLY PROPULSION)
CVN	MULTIPURPOSE AIRCRAFT CARRIER (NUCLEAR PROPULSION)
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
FFG	GUIDED MISSLE FRIGATE
HSV	HIGH SPEED VESSEL
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCS	LITTORAL COMBAT SHIP
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LHD	AMPHIBIOUS ASSAULT SHIP (MULTI- PURPOSE)
LPD	AMPHIBIOUS TRANSPORT DOCK
LSD	AMPHIBIOUS CARGO SHIP
LSV	LOGISTIC SUPPORT VESSEL (ARMY)
HSIC	MARK V SPECIAL OPERATIONS CRAFT (1 PAIR)
MCM	MINE COUNTERMEASURE SHIP
MCS	MINE COUNTERMEASURE SUPPORT SHIP
MHC	MINE HUNTERS COASTAL
MSC	MILITARY SEALIFT COMMAND

PC	PATROL COASTAL SHIP
SSBN	BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSGN	CRUISE MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	ATTACK SUBMARINE (NUCLEAR PROPULSION)
T-AE	AMMUNITION SHIP (MSC)
T-AFS	COMBAT STORE SHIP (MSC)
T-AGOS	OCEAN SURVEILLANCE/PATROL SHIP (MSC)
T-AGS	SURVEYING/ OCEANOGRAPHIC SHIP (MSC)
T-AH	HOSPITAL SHIP (MSC)
T- AKE	DRY CARGO/AMMUNITION SHIP (MSC)
T-AKR	STRATEGIC SEALIFT SHIP (MSC)
T-AO	OILER (MSC)
T-AOT	TANKER (MSC)
T-ATF	FLEET OCEAN TUG (MSC)
WAGB	POLAR CLASS ICEBREAKERS
WHEC	HIGH ENDURANCE CUTTER
WMEC	MEDIUM ENDURANCE CUTTER

ATTACHMENT 3

FLOATING LINE OF DEMARCATION (FLD) SPECIFICATIONS

The following are the Governments basic requirements for the Floating Line of Demarcation Specifications to be used for this contract:

1. The Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around anchored ships. The purpose of the FLD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 120 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible to CNB radar. The Picket Boats will patrol outside of this visual reference. The FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) work boats to tend to the FLD at all times. The FLD is not designed to stop approaching unauthorized watercraft rather it is to help identify a safe standoff zone.

2. The size of the Floating Perimeter will be approximately 2500 meters to 2700 meters based on a ship's length of approximately 800 feet. At Singapore Man-of-War Anchorage, the perimeter will be positioned 400 feet (125 meters) outside the swing radius of the ship.

3. Weights sufficient to anchor the FLD in place to the seabed. The size and number of weights will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD line intact at all times regardless of sea conditions.

4. The Contractor shall have communication capabilities, either VHF or cellular phone with MPA Port Operation Control, CNB and U.S. Navy vessel. The contractor shall report the status of the Floating Visual Line of Demarcation to MPA Port Operation control every two hours or other regular interval agreed upon between Contractor and MPA Port Operation Control.

5. The Contractor shall provide a minimum of two (2) work boats to tend the FLD at all times while the system is deployed.

6. The FLD shall be deployed in the most expeditious manner as soon as the U.S. Navy vessel is anchored.

7. When the FLD is retrieved, the Contractor must show documentary proof that all equipment deployed is removed from the location.

8. The Contractor shall provide the U.S. Navy, CNB and MPA an updated and current emergency contact list in case of contingencies.

9. Below are two examples of FLDs.

a. Example 1 - Continuous Line FLD –

i. Specifications: Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable ECP for access.

ii. Buoys or floats positioned every meter on the line sufficient to keep line afloat and visible on the surface of the water.

iii. Large yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 120 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible to CNB radar.

iv. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the perimeter. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the perimeter intact and in position at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

b. Example 2 - Floating Buoy System (FBS)

i. Specifications: The FBS must clearly show a perimeter line and fully surround the ships at anchorage. Large yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 120 meters along the demarcation line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical. In addition, buoys must also be visible on CNB radar.

ii. Weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

2. Contract Pricing: Prices are firm-fixed-price per unit and are inclusive of all costs which include the following:

a. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

b. Mobilization and Demobilization (Mob & De-mob). All Mob & De-mob costs shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes transportation of equipment and charges for the use of cranes, forklifts, tugs, workboats and any other equipment and labor required for the deployment, maintenance and retrieval for the floating perimeter.

c. Repositioning equipment. All repositioning of equipment shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

d. Pre-positioning / Pre-staging and Vetting Operations. All pre-positioning / Pre-staging and vetting operations shall be included in the unit price. The vessel shall only be charged for the actual number days that the perimeter is in use while the ship is port. No additional days shall be charged.

3. Time Calculations: These CLINs are based on daily rates. Time will begin being measured once the equipment is deployed round the vessel and capable of operations.

4. General: The Contractor is responsible for providing floating visual line of demarcation. The Contractor must work closely with other US Navy contractors such as subsistence contractor. The Contractor will follow the requirements below unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

5. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

a. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

b. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

6. Access Lists: The contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

a. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

b. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

c. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

7. Inspections: The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

ATTACHMENT 4

PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

(M) The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

(N) The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

(O) Ships at anchorage will normally require two Picket Boats.

(P) The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate CLIN in the contract.

(Q) The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

(R) The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

(S) The Picket Boat will meet the following requirements:

7.1. Licensed for commercial operations by local country Department of Transportation.

7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

7.4. If a deckhand crewmember is required, only qualified personnel are used.

7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

3.1.1. Portable Spotlight

ATTACHMENT 5

SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

    1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

    1.2. Security guards may be provided through private security firms or through local police officials.

    1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

    1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

    1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pierside: (CLIN XX25AC)

    2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

    2.2. All pierside guard services will be performed within the parameters of local Laws and Regulations.

    2.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

    2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

2.6. The following equipment will be required as a minimum for each guard:

2.6.1. Uniform as provided by contractor or authorities;

2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. ROEs Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats: (CLIN XX25AJ)

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided under CLIN XX25AL. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2 If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3 The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4 As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a

weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

ATTACHMENT 6

FUEL SPECIFICATIONS

The following are the Fuel Specifications for this contract:

SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	**Requirement**	**Text Method**
Appearance, @ 25ºC or ambient temperature whichever is higher	Clear, bright and free of visible particulates	D 4176 1/
Demulsification, @ 25ºC, minutes (max)	10	D 1401 2/
Density, @ 15ºC, kg/m^3 (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, ºC 50% point, ºC 90% point, ºC, (max) end point, ºC, (max) Residue º Loss, % vol., (max)	 Record Record 357ºC 385ºC 3.0	D 86 3/
Cloud Point, ºC, (max)	-1ºC	D 2500
Color, (max)	3	D1500
Flash Point, ºC, (min)	60ºC	D 93 4/
Particulate Contamination, mg/liter, (max)	10	D 5432 5/
Pour Point, ºC, (max)	-6ºC	D 97
Viscosity, @ 40ºCm mm^2/second	- 1.7 - 4.3	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100ml, (max)	1.5	D5304 (R), D 2274 6/
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664
Aniline Point, ºC, (min)	60ºC	D 611
Ash, % wt., (max)	0.005	D 482
Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 7/
Corrosion, @ 100ºC, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min) Cetane Index, (min)	42	D 613 (R), D 976 8/
Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 2622
Trace Metals, ppm, (max) Calcium Lead Sodium plus Potassium	 1.0 0.5 1.0	D 3605 9/

Vanadium	0.5	
Additive Names and Dosages	Record	

1. If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709, 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains visible sediment or particulate matter, but meets the requirement of 10 mg/1 (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.

2. The demulsification text shall be conducted in accordance with the following exceptions:

   (a) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.

   (b) The test temperature shall be 25ºC.

   (c) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute.

3. As the end point of the distillation is approached, if either a thermometer reading of 385ºC or a decomposition point is observed, discontinue the heating and resume the procedure as directed in ASTM D 86.

4. The flash point value is the absolute and no value less than 60ºC is permissible.

5. A one-liter minimum sample shall be used.

6. ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours to 40 hours.

7. When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fuel, without the cetane improver.

8. Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified in Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.

9. Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of the inspection authority.

Minimum Requirements for Purchases of Commercial Distillate Fuels ((Navy) Marine Gas Oil) for Bunkers

The following minimum requirements have been established for use when buying fuel (gas oil - 100% distillate) from commercial sources when F76 is not available. Marine Gas Oil is not acceptable as cargo fuel on Navy Oilers.

TEST **METHOD** **REQUIREMENTS**

1. Cetane Number	ASTM D 613	45 min
or		
Cetane Index	ASTM D 976	45 min

Note: A cetane index of 41 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exceed a maximum of 338ºC. A cetane number of 40 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exceed a maximum of 338°C.

2. Appearance @ 21ºC or ambient temperature (whichever higher)	Visual	Clear & Bright
or		
Water and Sediment	ASTM D 2709	0.05% max
3. Distillation. 90% Point	ASTM D 86	375ºC max
4. Flash Point	ASTM D 93	60ºC min
5. Pour Point	ASTM D 97	Report
6. Cloud Point	ASTM D 2500	-1.1ºC (30 °F)
7. Viscosity @ 40ºC	ASTM D 455	1.7 - 4.5 CST
8. Color	ASTM D 1500	3 max
9. Gravity	ASTM D 1298, D 287	Record
10. Carbon Residue	ASTM D 524	0.35% max
11. Ash	ASTM D 482	0.01% max
12. Sulfur	ASTM D 129, D 1552 D2622	1.00% max
13. Copper Corrosion	ASTM D 130	3 max

C16.23-2 COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC JAN 1998)

Offered product shall conform to the following requirements which are suitable for Marine Gas Turbine.

TEST REQUIREMENTS	METHOD	
1. Cetane Number	ASTM D 613	42 min
or		
Cetane Index	ASTM D 976	43 min

NOTE: A Cetane Number of 40 minimum, or a Cetane Index of 41 minimum, is acceptable provided the 90 Percent Distillation Point does not exceed a maximum of 338ºC.

2.	Appearance @ 21°C or ambient temp. (whichever higher) or Water & Sediment	Visual ASTM D 2709	Clear & Bright 0.05 vol % max.
3.	Distillation, 90% point	ASTM D 86	357°C max.
4.	Flash Point NOTE: The flash point value is absolute and no value less than 60°C is permissible.	ASTM D 93	60°C min
5.	Cloud Point	ASTM D 2500	-1.1°C (30°F) max.
	NOTE: Cloud Point results will be evaluated based upon bunkering location.		
6.	Viscosity @ 40°C	ASTM D 445	1.7 - 4.5 cst
7.	Color NOTE FOR DOMESTIC ITEMS: This Color test requirement is deleted if red dye has been added in compliance with U.S. Environmental Protection Agency or Internal Revenue Service regulations; however, the resulting fuel/dye blend must have a red tint. It shall not be visually brown or darker in appearance.	ASTM D 1500	3 max.
8.	Density @ 15°C	ASTM D 1298	876 kg/m^3 max.
9.	Carbon Residue on 10% bottoms	ASTM D 524 ASTM D 189	0.35 mass % max.
10.	Ash	ASTM D 482	0.01 mass % max.
11.	Sulfur	ASTM D 4294, ASTM D 1552, or ASTM D 2622	1.0 mass % max.
12.	Corrosion	ASTM D 130	3 max.
13.	Distillate Fuel (fuel shall contain no residual)	None	100%

C36 FUEL OIL, INTERMEDIATE, GRADES RMB-10 (IFO 60)/RME-25 (IFO 180)/RMG-35 (IFO 380) (DESC MAY 1997)

Product shall conform to ISO 8217:1996 or ASTM D 2069-91. Product conforming to ASTM D 2069-91 shall meet the following additional requirements:

REQUIREMENTS	**GRADE RMB-10 (IFO 60)**	**GRADE RME-25 (IFO-180)**	**GRADE RMG-35 (IFO 380)**	**TEST METHOD**

Density @15°C, kg/m^3, max	981.0	991.0	991.0	ISO 3675/12185
Aluminum plus silicon, mg/kg, max	80	80	80	ISO 10478
Total Sediment, potential, %(m/m), max	0.10	0.10	0.10	ISO 10307-2

ATTACHMENT 7

POTABLE WATER SPECIFICATIONS

The following are Potable Water specifications used for this contract.

NATIONAL PRIMARY DRINKING WATER REGULATIONS (NPDWR) BUREAU OF MEDICINE AND SURGERY (BUMED) TREATED WATER QUALITY STANDARDS /ENVIRONMENTAL PROTECTION AGENCY

CONTAMINANT	**MCLG (mg/L)** [1]	**MCL (mg/L)**	**AL (mg/L** [2]**)**
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0	0.015[4]	
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
Total NITRATE and Nitrite (as N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE	4	4	

(1) **Maximum contaminant level goal (MCLG).** The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are no enforceable health goals.

(2) **Action level (AL)**. Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90th percentile" lead level is greater than 0.015 mg/L).

Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	**MCLG (mg/L)**	**MCL (mg/L)**
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 – DICHLOROETHANE	0	0.005
1,1 – DICHLOROETHYLENE	0.007	0.007
PARA DICHLOROBENZENE	0.075	0.075

1,1,1 – TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.06
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 – DICHLOROPROANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES	10	10

Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) (effective 01 January 1993)

CONTAMINANT	**MCLG (mg/L)**	**MCL (mg/L)**
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3-CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S(AS DECACHLORBIPHENYL)	0	0.0005
ALDICAR	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10[(1)]

Note:
(1) The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

Microorganisms	**MCLG[1] (mg/L)[2]**	**MCL or TT[1] (mg/L)[2]**
Cryptosporidium	as of 01/01/02:0	as of 01/01/02:TT 3
Giardia lamblia	0	TT[3]
Heterotrophic plate count	n/a	TT[3]
Legionella	0	TT[3]
Total Coliforms (including fecal coliform and E. Coli)	zero	5.0%[4]
Turbidity	n/a	TT[3]
Viruses (enteric)	zero	TT[3]

Note:
[1] Definitions:
Maximum Contaminant Level (MCL) - The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to MCLGs as feasible using the best available treatment technology and taking cost into consideration. MCLs are enforceable standards.
Maximum Contaminant Level Goal (MCLG) - The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety and are non-enforceable public health goals.
Maximum Residual Disinfectant Level (MRDL) - The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
Maximum Residual Disinfectant Level Goal (MRDLG) - The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
Treatment Technique - A required process intended to reduce the level of a contaminant in drinking water.

[2] Units are in milligrams per liter (mg/L) unless otherwise noted. Milligrams per liter are equivalent to parts per million.

[3] EPA's surface water treatment rules require systems using surface water or ground water under the direct influence of surface water to (1) disinfect their water, and (2) filter their water or meet criteria for avoiding filtration so that the following contaminants are controlled at the following levels:

- Cryptosporidium: (as of January 1, 2002) 99% removal/inactivation
- Giardia lamblia: 99.9% removal/inactivation
- Viruses: 99.99% removal/inactivation
- Legionella: No limit, but EPA believes that if Giardia and viruses are removed/inactivated, Legionella will also be controlled.
- Turbidity: At no time can turbidity (cloudiness of water) go above 5 nephelolometric turbidity units (NTU); systems that filter must ensure that the turbidity go no higher than 1 NTU (0.5 NTU for conventional or direct filtration) in at least 95% of the daily samples in any month. As of January 1, 2002, turbidity may never exceed 1 NTU, and must not exceed 0.3 NTU in 95% of daily samples in any month.
- HPC: No more than 500 bacterial colonies per milliliter.

[4] No more than 5.0% samples total coliform-positive in a month. (For water systems that collect fewer than 40 routine samples per month, no more than one sample can be total coliform-positive). Every sample that has total coliforms must be analyzed for fecal coliforms. There may not be any fecal coliforms or E. coli.

[5] Fecal coliform and E. coli are bacteria whose presence indicates that the water may be contaminated with human or animal wastes. Disease-causing microbes (pathogens) in these wastes can cause diarrhea, cramps, nausea, headaches, or other symptoms. These pathogens may pose a special health risk for infants, young children, and people with severely compromised immune systems.

Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites which are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Sampling requirements for the Navy public water system apply.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Auto analysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the Multiple-Tube Fermentation (MTF) Technique; and the Membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use applies.

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, unless the Contracting Officer on a case-by-case basis waives this requirement.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the Contracting Officer may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before.

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms, or E. coli testing on total

coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements which apply when a sample is fecal coliform-positive.

Turbidity: The MCL for turbidity applies to both community water systems and non community water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at Contracting Officer option).

b. Five turbidity units (maximum) average for 2 consecutive days.

The MCL for Radiological Contaminants are:
Gross alpha particle activity including radium 226 but excluding
radon and uranium . . . . . 15 pCi/L
Beta particles and photon emitters ……4 millirems / year
Combined radium 226 and radium 228 . . . . . .5 pCi/L
Tritium . . . . . 20,000 pCi/L
Strontium-90. . . . . 8 pCi/L
Uranium …….. 30ug/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

National Secondary Drinking Water Regulations (NSDWR) The Secondary Maximum Contaminant Levels (MCLs)

CONTAMINANT	MCL (mg/L)
ALUMINUM	0.05 TO 0.02
CHLORIDE	250
COLOR	15 COLOR UNITS
COPPER	1
CORROSIVITY	NONCORROSIVE
FLUORIDE	2
FOAMING AGENTS	0.5
IRON	0.3
MANGANESE	0.05
ODOR	3 THRESHOLD ODOR NUMBER
PH	6.5 - 8.5
SILVER	0.10
SULFATE	250
TOTAL DISSOLVED SOLIDS (TDS)	500
ZINC	5

Note: The contaminants covered by this regulation are those that may adversely affect the aesthetic quality of the drinking water. These secondary levels represent goals for drinking water quality but are not Federally enforceable.

(3) The reception, handling, storage, and delivery of potable water to ship's water systems shall be carried out under completely sanitary conditions.

(4) For pierside berthing, delivery shall be made by hose from the pier whenever possible. If barge service is deemed necessary, the Contractor shall ascertain from the ship's Supply Officer the exact amount needed prior to making delivery.

(5) The Contractor shall make deliveries during normal working hours, unless otherwise approved by the ship's Supply Officer or his/her authorized representative.

(6) All equipment, trucks and barges used by the Contractor in performance of these services shall be subject to inspection and test by an authorized representative of the U.S. Government as the Contracting Officer may specify. Final inspection/acceptance shall be subject to approval by the ship's Chief Engineer or his/her authorized representative. The U.S. Government inspectors shall be entitled to inspect the equipment, trucks, and barges at all reasonable times, as often as they may deem necessary, and at such reasonable place or places as the U.S. Government may specify.

(7) The Contractor shall, without cost to the U.S. Government, furnish the necessary personnel and facilities to conduct such test and examination of samples of water and barges used hereunder as the Government inspector may designate, to determine the extent or possibility of contamination of such water, equipment, and barges. The Contractor may, at its option and cost, have the tests conducted by a recognized Sanitary Inspector provided that the performance of the tests and examinations by such Sanitary Inspection has been approved in advance and in writing by the U.S. Government Inspector.

(8) All tests and examinations, whether performed by or on behalf of the Contractor, shall be conducted in the presence of the U.S. Government Inspector.

(9) The Contractor agrees to furnish such reports and execute such forms as the U.S. Government may require in connection with services performed under this contract and further agrees that requests for such reports and execution of such forms will be executed promptly.

ATTACHMENT 8

WATER TAXI SPECIFICATIONS

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxie specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated NRCC Singapore Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor, the NRCC Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including COMPACFLT.

5. COMSEVENTHFLT Specifications:

5.1. Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of (insert country). Notwithstanding compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

5.1.1. Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

5.1.2. Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

5.1.3. The following information shall be conspicuously posted in both English and (the appropriate foreign language):

5.1.3.1. Current Operator's/Captain's license and boat names.

5.1.3.2. Passenger/weight capacity limit notice.

5.1.3.3. Location of life jackets and other life saving equipment.

5.1.3.4. Location of all exits indicated in large letters.

5.1.3.5. Emergency procedures

5.1.4. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

5.1.5. Operation of the boat shall be in a safe and seaworthy manner.

5.1.6. The consumption of alcoholic beverages shall not be permitted aboard the boat.

5.2. Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by (insert country) for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

5.3. Security: During the term of this contract the ship(s) to be serviced (insert ship name if purchase order) agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

5.4. Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

5.5. Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

5.5.1. Hull

5.5.1.1. Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures.

5.5.1.2. Superstructure, including masts and stacks.

5.5.1.3. Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.

5.5.1.4. Provisions for drainage of sea water from exposed decks over the side and not into the bilges.

5.5.1.5. Access/egress points- adequacy of number and location.

5.5.2. Machinery

5.5.2.1. 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.

5.5.2.2. Main propulsion and auxiliary machinery essential to operation of boat.

5.5.2.3. Sea and bulkhead closure valves.

5.5.2.4. Bilge auction strainers and dewatering systems-bilge pump to be tested by operation

5.5.2.5. Bilges free of flammable liquids

5.5.3. Electrical

5.5.3.1. Cables.

5.5.3.2. Navigation, deck, and emergency lights.

5.5.3.3. Rotating electrical machinery; e.g., generators and motors --Storage batteries

5.5.4. Lifesaving equipment

5.5.4.1. Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.

5.5.4.2. Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.

5.5.4.3. First aid kits, life rings and distress lights.

5.5.4.4. Distress signaling devices

5.5.5. Fire fighting equipment

5.5.5.1. Fire pump - test by subjecting fire hose(s) to fire pump pressure.

5.5.5.2. Portable fire extinguishers.

5.5.5.3. Fixed systems, e.g., C02 cylinders.

5.5.6. Steering apparatus

5.5.7. Miscellaneous systems and equipment

5.5.7.1. Harbor charts.

5.5.7.2. Ground tackle and mooring lines.

5.5.7.3. Whistle/fog horn, bell.

5.5.7.4. Lighted compass.

5.5.7.5. Radar.

5.5.7.6. 2-way radio capable of Bridge-to-Bridge communications.

5.5.7.7. Current license.

5.5.7.8. Operator qualifications.

5.6. Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement-is that contained in paragraph 4.7 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

5.7. Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

5.7.1. Safety of operations. Insure the following are present and in working condition:

5.7.1.1. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.

5.7.1.2. Fire extinguishers sufficient for the size of the vessel operated.

5.7.1.3. Radio (with battery backup) capable of Bridge-to-Bridge communications.

5.7.1.4. Anchor/chain sufficiency for the size of the vessel operated.

5.7.1.5. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

5.7.2. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:

5.7.2.1. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

5.7.2.2. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.

5.7.2.3. Ensure no bare or exposed electrical wires or connections are located in the passenger area.

5.7.2.4. Validate that sufficient unobstructed exits are present and marked in English.

5.7.2.5. Verify that no missile hazards, gear adrift, or trip hazards exist.

5.7.3. The following shall be conspicuously displayed, in English:

5.7.3.1. Passenger/weight capacity.

5.7.3.2. Location and number of life jackets.

5.7.3.3. Location of life saving equipment.

5.7.3.4. Locations of exits (if not obvious).

5.8. Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

5.9. If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

ATTACHMENT 9

STANDARDS FOR BREAD, FRESH

1. CHARACTERISTICS: All products under this contract shall have the following characteristics:

a. MATERIAL: All material shall be edible, clean, wholesome, and of good quality free from viable insect infestation or other objectionable foreign matter, flavor or odor.

b. WHEAT FLOUR: The flour shall be prepared from hard or soft wheat, and shall be bleached or unbleached, enriched or unenriched as applicable to the pertinent class of product.

c. WHOLE WHEAT FLOUR: Whole wheat flour shall contain all of the natural constituents of the wheat kernel.

d. RYE FLOUR: Rye flour shall be white rye flour, medium rye flour, dark rye flour or rye meal, as required for the particular end item.

e. SHORTENING: Shortening shall be unhydrogenated or hydrogenated cottonseed, peanut, corn, or coconut oil, hydrogenated soybean oil and flavor shall be free from rancid, reverted, or other objectionable odors and flavors.

f. YEAST: Yeast shall be either active dry yeast or compressed yeast. (Saccaronyces cerevisial)

g. COLOR OF CRUST: The color of crust should be an appetizing nut brown, uniform and free of streaks and spots.

h. SYMMETRY OF FORM: All products shall be uniform in size and shape. No low ends, low centers, flat top, protruding crust or sunken sides.

i. EVENNESS OF BAKE: The products should be evenly baked on all sides, including the ends and bottoms.

j. CHARACTER OF CRUST: The crust should not be too thin and rubbery.

k. GRAIN: The grain should be uniform in texture, without open, coarse, hole or thick cell structure.

l. AROMA: The aroma should be sweet, rich and fresh, combined with a pleasant wheaty or nutty aroma. No strong, musty, gassy or sharp smell, or an unpleasant or rancid ordor.

m. COLOR OF CRUMB: The color of the crumb should be bright, with some luster. The surface of the crumb should present a uniform shade without streaks and dark spots.

n. MASTICATION: The product should not be doughy, dry, tough or grainy.

o. TASTE: The product should not have a flat, sour, salty, foreign or any unpleasant taste.

p. TEXTURE: The product should have a soft and velvety texture. Not rough, course, lumpy, cored, ridged, too loose or too compact.

q. FRESHNESS: Bread and rolls shall not be more than 24 hours old upon arrival at receiving point.

r. WORKMANSHIP: The product shall be prepared, processed, and packaged under modern, sanitary conditions and in accordance with best commercial practices.

2. SPECIFICATIONS FOR BAKERY PRODUCTS

a. All Italian style bread shall be in accordance with formulas and processes established by Italian law.

b. Characteristics, dimensions, and weights for

Bread, White, American Style; and
Bread, Whole Wheat, American Style

(1) Volume: The loaves shall be uniform in volume, approximately 3"W X 9"L X 4-1/2"H (7.6 cm x 22.9 x 11.5 cm) and weigh approximately 16 ounces (454 grams).

(2) Break and Shred: The loaf shall have a uniform break with a well defined shred. This break and shred shall be even on both sides and ends of the loaf. The break should not be excessive to the extent that the top crust separates from the side of the loaf forming a shell crust.

(3) Individual Slice: The bread shall be sliced in even sizes, approximately ½" thick.

c. Characteristics, dimensions, and weights for: Rolls, Italian Style

(1) Volume: The rolls shall be uniform in volume approximately 2-3/4" diameter weighing individually 1.5 ounces (42.5 grams), a package containing 7 rolls weighing approximately 300 grams.

d. Characteristics, dimensions, and weights for: Rolls, Frankfurter American Style

(1) Volume: The rolls shall be uniform in volume approximately 5-3/4" height X 1 -7/8" width X 1-1/4" thickness (14.6 cm x 4.5 cm x 3.3 cm). The individual roll weight shall be approximately 1.6 ounces (45.5 grams), the approximate weight of a package of 8 shall be 13 ounces (365 grams).

(2) Slice: Each roll shall be sliced approximately 80% through the width of the roll, the slice being equidistant from and parallel to the bottom and top of the roll.

e. Characteristics, dimensions, and weights for: Rolls, Hamburger, American Style

(1) Volume: The rolls should be uniform in volume approximately 4" diameter X 1-1/3" thickness (10 cm x 4.4 cm). The individual roll weight shall be approximately 1.6 ounces (45.5 grams), the approximate weight of a package of 8 shall be 13 ounces (365 grams).

(2) Slice: Each roll shall be sliced approximately 80% through the width of the roll, the slice being equidistant from and parallel to the bottom and top of the roll.

ATTACHMENT 10

Summary of "EEC" Quality and Marketing Requirements for Shell Eggs. (Revised)

1. Temperature: 34 - 65 F with no individual temperature MT 70 F.

2. Quality Requirements (Grade A):

a. Air Cell - NMT 6mm in depth
b. White - clear, limpid, of gelatinous consistency, free of extraneous matter
c. Shell - Normal, clean, undamaged
d. Yolk - visible candling as shadow only, not moving away from the center on rotation, free of extraneous matter.

3. Quality Tolerances:

Origin	Destination
NMT 5% total defects	NMT 7% total defects
of which	of which
NMT 2% checks and leakers	NMT 4% checks and leakers
NMT 1% meat and blood spots	NMT 1% meat and blood spots

4. Weight Tolerance (individual egg): NMT 6% of individual eggs may be from the next lower weight grade.

5. Markings:

Cases	Retail Package
Date of Pack (day + month)	Same
Sell by date (*)	Same
Quality and weight grade	Same
Packing Center # and name	Packing center # or name
Producer identification code	Contractor's name and address
Number of eggs packed	Number of eggs per package

6. Sampling Plan:

a. Initial inspection shall be performed in accordance with DPSCM 4155.6, subsection 218.1, European supplement.

b. Full inspection:

Lot size (cases)	Sample size (issue)	Sample size (resale) (**)
<5	1 cs (180 eggs)	15% of retail packages
6 - 10	2 cs (270 eggs)	10%
11 - 30	3 cs (360 eggs)	5 %
31 - 50	5 cs (540 eggs)	4 %
51 - 100	7 cs (720 eggs)	3 %
101 - 1000	10 cs (1080 eggs)	1.5%
> 1000		

(*) Sell by date shall be 23 days from DOP. Remaining shelf life upon delivery shall be 18 days

minimum.
(**) All eggs from each retail package will be examined.

ATTACHMENT 11

SAMPLE LETTER REQUESTING SANITARY INSPECTION

(COMPANY LETTERHEAD)

Contracting Officer
FISC DET SINGAPORE
PSA Sembawang Terminal
Deptford Road, Building 7-4
Singapore 759657

Dear Sir:

We are interested in supplying (specify bread products or eggs) to the U.S. Navy ships calling at the Port of (insert name of port). It is understood that a U.S. Government sanitary inspection of our manufacturing plants and sources of raw materials must be conducted if they have not been previously approved prior to the award of any contract. We request, therefore, that a sanitary inspection be arranged for the following sources:

NAME AND ADDRESS OF PLANT OR SOURCE	PERSON TO CONTACT AND TELEPHONE NUMBER	PRODUCT OR MATERIAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sincerely,

LIST AND INFORMATION TO REQUEST FOR INITIAL INSPECTION

List of products for which approval is requested.
Establishment letterhead - four places.
Name of establishment owner.
Site area size - acres, square feet or square meters.
General description of the area surrounding the plant site.
Building description, i.e. material used in construction, age of building(s), size (in square feet or meters), and number of stories.
Drawing of floor plan of building(s) to include major production areas (for slaughterhoused and dairies only).
List of major processing equipment.
Sources of raw materials.
Output of finished product - average kilograms or tons per day, per week or per month.
Special codes printed on product packages which identify the establishment, the product, and the date of production or packaging.
Number of employees.
Are employees receiving pre-employment or periodic medical examinations? What is the frequency of the periodic examinations?
Program for employee instruction personal hygiene, food, handling techniques, and food hygiene and safety.
Cleaning and sanitizing methods, including chemical used.
Detailed written cleaning and sanitizing program.
Official water quality certification from the local government, including total aerobic bacteria plate count, coliform count, and chemistry.
Name of water source.
Waste disposal program.
Pest control program.
Name of inspection agencies which inspect the plant (government and civilian) and frequency of inspections. Are inspection reports available for review?
Flow chart for the manufacture of each major category of products listed in No.1 above from raw materials to finished products health control points.
What laboratory examinations are performed on products and plants environment? Are the results available for review?
Total number of company vehicles?
Key personnel and point of contact for inspectors.
Direction to plant.

ATTACHMENT 12

QUALITY ASSURANCE PROVISIONS

SECTION I. GENERAL REQUIREMENTS

1. **SANITARILY APPROVED SOURCES:** All subsistence items shall be from approved sources as authorized, or exempted in NAVSUPINST 4335.4F/AR 40-657/AFR 161-32/MCO P10110.31G. Name and address of processing facility shall identify any subcontracting entities utilized other than the primary contractors. FISC DET Singapore has available approved source listings of authorized subsistence incorporated into VETCOM Circular 40-1, Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Hawaii and Pacific) and other regions maintained and published by HQ, US Army Veterinary Command, Fort Sam Houston, Texas (http://vets.amedd.army.mil/vetsvcs/approved.nsf). The U.S. Army Veterinary Representative, prior to commencing a contract/Blanket Purchase Agreement (BPA), shall inspect all required potential sources identified. Failing to pass inspection shall be grounds for not issuing a BPA and grounds for cancellation if the facility fails inspection after a BPA has commenced. This applies to all contractors and subcontractors. Documents cited here shall be provided to the contractor upon written request.

2. **DELIVERY VEHICLES:** The supplies delivered under this contract/BPA shall be transported in a sanitary enclosed/covered or open flatbed vehicle. Semiperishable items delivered in open flatbed vehicle shall be covered with a tarp to protect products from rain or foreign objects. Vehicles shall be equipped to maintain the appropriate temperature for the subsistence being delivered. Vehicles shall be maintained in a sanitary condition to prevent contamination of the food and shall be subject to inspection by the government at all reasonable times. Supplies submitted for acceptance in vehicles, which are not sanitary, may be rejected without further inspection. Concurrent transportation of bulk contained pesticides, rodenticides, petroleum products, inedible products, household chemicals, or other caustic or volatile compounds are undesirable but occasionally necessary. When a carrier jointly transports subsistence and cleaning agents or hazardous products, the cleaning agents or hazardous products shall be segregated from the subsistence to the greatest extent. Segregated to the greatest extent means that all cleaning agents or hazardous products shall be unitized, loaded completely lower and horizontally from the subsistence to the maximum distance allowed by the physical configuration of the carrier. Shrink-wrap shall be used to secure items to pallets and provide stabilization.

3. **CODE DATING:** Master-shipping boxes shall be stamped or embossed with code dates, except Fresh Fruits and Vegetables, (FF&V). Coding must represent the date of slaughter, production, pasteurization, manufacture, or expiration/pull date. Open code shall have the date, month and year or Julian date, (last number of the year with the number of days). Closed code, such as letters and numbers, shall have an accompanying letter from the manufacturer explaining the code and shelf life.

4. **PACKAGING:** Standard commercial packaging is acceptable as long as it meets the re[illegible] agreement, product is protected from contamination, and quality is preserved. Products shal[illegible] returnable commercial containers that do not exceed 55 pounds or 25 kilograms per container. The use of a plastic shrink-wrap to secure items to the pallet shall be minimized.

5. **SHELF LIFE REQUIREMENTS:** Unless otherwise specified in this agreement, products shall be delivered with not less than one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining. If the supplies delivered DO not have the minimum number of days of shelf life remaining as set forth in this agreement, the government shall have the right to reject and/or require replacement.

6. **TEMPERATURE REQUIREMENTS:** Unless otherwise specified in this agreement, all perishable products shall be delivered between 32°F-41°F (0°C-5°C) for chilled and 0°F (-18°C) or below for frozen. Temperatures shall be checked between the primary container and the outer container to reduce product damage. If a discrepancy is suspected, internal temperature shall be checked prior to rejection or acceptance of the products.

7. **REJECTED ITEM:** Any item recommended for rejection by the U.S. Army Veterinary Representative or receiving activity shall be annotated on the invoice or delivery receipt. The Contracting Officer Representative shall negotiate on price adjustment for quality or short shelf life defect as requested by receiving activity based on the U.S. Army Veterinary Representative inspection results. Replacements shall be coordinated with the Contracting Officer Representative as requested by the receiving activity.

8. **FOREIGN ORIGIN PRODUCTS:** Foreign establishments DO not have to be Directory listed if the prepackaged finished items they produce are imported by distributors or brokers into the continental United States, Hawaii or Alaska for sale to U.S. Armed Forces. This exemption Does not apply to establishments importing food directly into the U.S. territories of American Samoa, Guam, or the Mariana Islands without entering the continental United States, Hawaii or Alaska.

9. **CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD:** See Appendix B

SECTION II. QUALITY ASSURANCE PROVISIONS BY ITEM

1. **DAIRY PRODUCTS:**

a. Milk products shall be from approved sources and meet the raw, pasteurized, bacteriological and chemical requirements of the United States Public Health Service (USPHS) Publication 229 (Grade A Pasteurized Milk Ordinance). Frozen deserts and novelties shall be from approved sources in accordance with applicable military or local specifications or in the absence of applicable specifications, good manufacturing practice. Bacteriological and chemical testing may be accomplished at origin or destination. The U.S. Army Veterinary Representative shall submit non-conforming results to the Contracting Officer and provide a copy furnished to the contractor with a letter of explanation. The letter shall inform the contractor that unreliable quality controls may result in suspending further deliveries in accordance with NAVSUPINST 4355.6A/AR 40-70. NAVSUPINST 4355.6/AR 40-70 sets forth the microbiological testing program and suspension procedures for dairy products.

b. Temperature on delivery: Fresh dairy products shall be delivered between 32°F and 41°F (0°C and 5°C). Frozen products shall be delivered at 0°F (-18°C) or below.

c. Cheese Related Products:

(1) Soft cheeses such, as mozzarella, natural provolone, cream cheese, and etc., shall be delivered between 32°F and 41°F (0°C and 5°C).

(2) Hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, etc., shall be delivered between 32°F and 50°F (0°C and 10°C).

2. **FRESH FRUITS AND VEGETABLES (FF&V):** See Appendix A

a. All FF&V shall be freshest product available. FF&V shall have eye appeal and shall be a minimum of 90% free from quality defects and 100% free of decay or loss. The Contracting Officer Representative shall negotiate a downward price adjustment for quality defects based on the U.S. Army Veterinary Representative inspection results and confirmed by receiving activity.

b. FF&V shall be delivered in an enclosed vehicle, equipped to maintain the temperature required for the type of FF&V. Mixed loads of FF&V shall be between 35°F and 55 °F (2°C and 12°C).

c. FF&V such as bananas that are sensitive to ethylene oxide shall not be palletized and wrapped with items that are ethylene oxide producers such as apples. Plastic wrapped around the product inside the boxes shall be removed to allow air circulation.

d. Fresh mushrooms shall not be packaged airtight. Packages that are wrapped in plastic shall have air hole cut into plastic 1/8 inch in diameter or larger.

e. FF&V such as bananas, potatoes and onions that are sensitive to chill damage shall be delivered without refrigeration or not less than 56 °F (14°C). FF&V delivered in an open flatbed vehicle shall be protected with a tarp.

f. For repacked FF&V, the recycled boxes shall be clean and odorless; weigh not more than 45 pounds, (20 kilograms); labeled with the name and weight of the item on two adjacent sides of the box and legibly handwritten or printed.

3. FROZEN MEAT AND POULTRY

a. Unless otherwise requested, all frozen meat and poultry products must be USDA inspected or USDA certified. They must be listed in one of the following publications: "Meat and Poultry Inspection Directory", or "Directory of Sanitarily Approved Food Establishment for U.S. Armed Forces Procurement. ".

b. Temperature at delivery shall be 0°F (-18°C) or below. If the product is frozen to the point that a bimetallic thermometer cannot be pushed into the product and there does not appear to be significant surface thawing or crystallization the product shall be considered acceptable. These factors shall be considered due to the lack of proper equipment for drilling frozen item.

c. Age at delivery in the frozen state:

(1) Beef shall be delivered no more than 12 months after the date of pack.

(2) Poultry shall be delivered no more than 12 months after the date of pack.

(3) Pork shall be delivered no more than 12 months after the date of pack.

(4) Lamb and veal be delivered no more than 12 months after the date of pack.

NOTE: If the manufacture, slaughter or expiration date is stamped, not embossed on the box, the Health Certificate from origin shall be available for verification by the inspecting U.S. Army Veterinary Representative.

4. FROZEN WATERFOODS:

a. Temperature at delivery 0°F (-18°C) or below and shall be checked using the guidance reference previously in paragraph II.3.a.

b. Age at delivery in the frozen state:

(1) Seasonal packed items shall be delivered no more than 12 months after the date of pack.

(2) Oysters shall be delivered within 6 months of shucking/freezing.

(3) Shrimp shall be delivered within 180 days, of packaging/freezing.

c. General Guidance: All items shall be delivered in excellent condition, practically free of parasites, and show no evidence of mishandling.

5. **SHELL EGGS:**

a. Shell eggs shall be cleaned and free of damage (broken, cracked, leaker, etc.,). The U.S. Army Veterinary Representative shall recommend rejection of eggs with excessive dirt or feces.

NOTE: A small quantity of dirt is allowed on eggs delivered from plants that are only approved for unwashed eggs, small defined as having relatively little size or slight dimension.

b. Fresh shell eggs delivered directly from the farms within 48 hours of production may be delivered in unrefrigerated vehicles that are covered. The vehicles must meet all the requirements listed in Section I, par. 2. Boxes shall be marked with the date of production with the vendor's name and address.

c. Chilled fresh shell eggs that are procured from food distributors shall be delivered in refrigerated vehicles and shall be delivered within 15 days from the date of packaging. Internal temperature of eggs at delivery must be 41°F (5°C) or below.

6. **BAKERY PRODUCTS:**

a. Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined.

b. Bakery products shall be delivered within 48 hours from the date of production. Frozen bakery products shall be delivered within 6 months from the date of production, (SL 12 months), and in a refrigerated truck with a temperature of 0°F (-18°C).

SECTION III. SPECIFIED ANCHORAGE DELIVERIES

1. Due to the special circumstances associated with anchorage deliveries, the following exceptions are authorized, but shall not relieve the contractor or the BPA holder of any other requirements in the Quality Assurance Provisions unless specifically listed below:

a. Dairy products may be delivered in non-refrigerated containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. When a refrigerated unit is not used, the dairy products shall be packed in special containers that hold multiple units of product (bi-wall/tri-wall boxes), with dry ice based on the product weight to maintain internal temperature of 41°F (5°C). The special container shall be packed to allow air circulation within. Dairy products shall be given the highest priority for loading/off-loading upon receipt.

b. FF&V may be delivered in unrefrigerated containers in the most expeditious manner to ensure the least amount of exposure to high temperatures.

c. Miscellaneous frozen products may be delivered in non-freezer containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. Frozen items shall be packed with dry ice based on the product weight to maintain frozen state. The special container shall be packed to allow air circulation within. Although slight temperature deviations may occur, proper packaging and sufficient quantities of dry ice shall preclude excessive temperature deviations and thawing. Any item showing sign of thawing shall be rejected.

2. Although special considerations are authorized in anchorage deliveries, no exceptions have been authorized or shall be accepted for reduced sanitary standards, including the sanitation of the vehicles, boats, and shipping containers. The reuse of containers to transport products with dry ice is authorized as long as the container is sanitary and serviceable.

3. No deviations to these Quality Assurance Provisions are authorized without prior written approval from the Contracting Officer and U.S. Army Veterinary Representative. Deviations shall be granted prior to quotes being accepted and only for the particular delivery in question.

APPENDIX A, PERISHABLE FOODS

The following are requirements that apply to this contract:

Appendix A PERISHABLE SUBSISTENCE COMPATABILITY GROUPS
(Extracted From DLAM 4145.12/ TM 38-400, April 1994)

Group 1

Temperature: 32° to 34°F (1° to 1°C).
Relative humidity: 90 to 95 percent.
Atmosphere: Normally used on berries and cherries only -10 to 20 percent CO_2.
Ice: Never in contact with commodity.

Note: Most members of this group not compatible with Group 6a or 6b because ethylene production by Group 1 can be high, and thus harmful to members of Group 6a or 6b.

Apples (except those varieties listed in Group 3)
Apricots
Berries (except cranberries) Cherries.
Figs (not with apples, danger of odor transfer to figs; also see Group 6a)
Grapes (not fumigated with surfer dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages).
Peaches
Pears
Persimmons Plums and Pomegranates
Quinces

Group 2

Temperature: 55° to 65°F(13° to 18°C)
Relative humidity: 85 to 95 percent.
Ice: Never in contact with commodity.
Avocados
Bananas
Eggplant {also see Group 5)
Grapefruit [1]
Guava
Limes
Mangoes
Muskmelons, other than cantaloupes
Casaba
Crenshaw

Honey Dew
Persian
Olive, fresh
Papayas
Pineapples {not with avocados, danger of avocados' odor absorption)
Tomatoes, green
Tomatoes, pink {also see Group 4)
Watermelons (also see Group 4 and 5)

Group 3

Temperature: 36° to 41°F (2°to 5°C).
Relative humidity: 90 to 95 percent: cantaloupes about 95 percent.
Ice: In contact with cantaloupes.
Apples (Grimes Golden and Jonathan (both, certain areas), Yellow Newton (California) and Mclntosh
Cantaloupes
Cranberries
Lemons [1] (use 50 to 55°F for more than a month)
Lychees (also see Group 4)
Oranges 1(Florida or Texas)
Tangerines

Group 4

Temperature: 40° to 45°F (4° to 7°C): beans 38° to 42°F (3° to 6°C).
Relative humidi1y: About 95 percent
Ice: Never in contact with commodity.
Beans snap
Lychees (also see Group 3)
Okra
Oranges [1] (California or Arizona)
Pepper; green (not with beans)
Pepper, red (if with green peppers, temperature adjusted toward top of range)
Squash, summer
Tomatoes, pink (also see Group 2)
Watermelons (also see Groups 2 and 5)

Group 5

Temperature: 50° to 55°F (10° to 13°C): ginger not below 55°F.
Relative humidity: 85 to 90 percent.
Ice: Never in contact with commodity.
Cucumbers
Eggplant (also see Group 2)
Ginger (not with eggplant, also see Group 7)
Potatoes (late crop)
Pumpkin and Squashes, winter
Watermelon (temperature adjusted for other members of the group; also see Groups 2 and 4),

Group 6a

This group, except for figs, grapes and mushrooms, is compatible with Group 6b
Temperature: 32° to34°F (0° to 1°C)

Relative humidity: 95 to 100 percent.
Ice: Never in contact with asparagus, figs, grapes, and mushrooms
Artichokes
Asparagus
Beefs, red
Endive and escarole
Figs (also see Group 1)
Grapes (not furnished with sulfur dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages)
Greens
Leek (not with figs or grapes)
Lettuce
Mushrooms
Parsley
Parsnips
Peas
Rhubarb
Salsity
Spinach
Sweet Corn

Watercress Group 6b

This group is compatible with Group 6a, except for figs, grapes and mushrooms.
Temperature: 13°to 13°F (0° to l°C)
Relative humidity: 95 to 100 percent
Ice: Contact acceptable for all
Broccoli
Brussels sprouts
Cabbage
Cauliflower
Celeriac
Celery
Horseradish Kohlrabi
Onions green (not with rhubarb. Figs, or grapes; probably not with mushrooms or sweet corn)
Radishes
Rutabagas
Turnips

Group 7

Temperature: 5° to 65°F (13° to 18°C)
Relative humidity: 85 to 90 percent.
Ice: never In contact with commodity.
Ginger (also see Group 5)
Potatoes, early crop (temperatures adjusted for others)
Sweet Potatoes

Group 8

Temperature: 32°to 34°F (0° to 13°C)
Relative humidity: 65 to 70 percent.

Ice: never in contact with commodity.
Garlic
Onions dry

[1] Citrus fruits -Biphenyl fungicide may impart off odors to other commodities

The above information was extracted from Lipton, W.J. and J. M. Harvey, Compatibility of Fruits and Vegetables During Transport in Mixed loads, US Department of Agriculture Research Service, ARS51- 48 (September 1972).

APPENDIX B, MICROBIOLOGICAL CRITERIA

The following are requirements that apply to this contract:

Appendix B - CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD

Microbiological criteria for dairy products[1,2]

Product(s)	Standard Plate Count (SPC) (See notes 3&4)	Coliform count (See note 4)	combined yeast and mold count (See note 4)	Preliminary incubation count (See note 5)
Aseptically processed and packaged Milk and milk products		0 per ml (See notes 6&7)	0 per ml (See note 6)	0 per ml (See note 6)
Buttermilk and acidophilus milk			10 per gram	
Cottage cheese			10 per gram	10 per gram
Cream, sour cultured			10 per gram	10 per gram
Grade A pasteurized milk and milk products		20,000 per ml	10 per ml	200,000 per ml
Ice cream products, flavored, fruit and / or nuts		50,000 per gram	20 per gram	
Ice cream products, vanilla and plain flavored		50,000 per gram	10 per gram	
Frozen dessert mix:				
Vanilla flavor		50,000 per gram	10 per gram	10 per gram
other flavors		50,000 per gram	20 per gram	10 per gram
Yogurt, chilled			10 per gram	
Yogurt, frozen, plain			10 per gram	
Yogurt, frozen, flavored			20 per gram	
Yogurt, soft serve mix			10 per gram	

Notes:
1. Phosphates as specified in the PMO.
2. Products shall be free of antibiotic or pesticide residues or below the action levels established for such residues by the applicable Federal Regulatory Agency. Antibiotic residue testing shall be by the method described in the PMO. Examinations and test to detect adulterants, including pesticides, shall be conducted by methods recognized by the applicable Federal regulatory agency.
3. Not applicable to cultured products.
4. All counts are maximum allowed standards.

5. Samples must be received within 72 hrs of pasteurization. Preliminary incubation test is used as a determination of keeping quality.
6. Nonconformance's will be considered an imminent health hazard.
7. Either aerobic or anaerobic SPC.

Microbiological criteria for Environmental Swabs[1,2]			
	Aerobic Plate Count (APC)	Coliform Count	ATP (RLU) Counts
Environmental swab	100 per 50 sq cm	10 per 50 sq cm	See Note 3

Notes:
1. Microbiological counts can be used as an index for evaluating the sanitation status of processing equipment and the facility.
2. All counts are maximum recommended limits.
3. Relative Light Units (RLU) are directly correlated to log cfu/sq cm . RLU maximum tolerances are dependent upon the manufacturer of the ATP bioluminescence reader. Follow manufacturer's instructions for RLU limits.

Microbiological criteria for Fish, fresh or frozen, including shellfish		
Counts[4]	m	M
Aerobic Plate Count (APC)	5,000 per gram	1,000,000 per gram
E. coli	10 per gram	500 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Vibrio parahaemolyticus [1]	10 per gram	100 per gram
Vibrio vulnificus[2,3]	Zero (0) Tolerance	
Salmonella[2]	Zero (0) Tolerance	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Used for oysters and fish designed to be consumed raw.
2. No viable pathogen in a 25 gram sample.
3. Limit is established as non-detectable depending on method used and detection limit.
4. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Fruit Juice, Fresh or Frozen				
	Standard Plate Count (SPC) [3]		Coliform count	Combined Yeast and Mold count
Product(s)	m	M		
Aseptically processed juice[1]	0		0	0
Pasteurized Juice[2]		20,000 per ml	20 per ml	200 per ml
Non-Pasteurized Juice[4]	50,000 per ml	100,000 per ml		

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Must be labeled as aseptically processed and process must be verified.
2. Must be labeled as pasteurized.
3. Plate count limits for juices, except for aseptically processed juice, are used as a quality indicator and may assist in determining keeping quality and/or shelf life.
4. Non-pasteurized juice is not approved for US Armed Forces Procurement.

Microbiological criteria for Kimchee [1,3,4]		
Counts [9]	m	M
Coliform (MPN)	10 per gram	
Clostridium perfringens	100 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Pseudomonas ssp [7]	200 per gram	
Streptococcus ssp [7]	10 per gram	
Listeria monocytogenes[8]	0	
Salmonella ssp[2,8]	0	
Vibrio ssp[5,8]	0	
Salt %	$\geq$ 2.5/wt	$\leq$ 3.5/wt
pH	$\geq$ 4.2	$\leq$ 4.7
Polygalacturonase [6]	Negative	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Products containing monosodium glutamate (MSG), nuts or nut oils must be labeled appropriately to reflect potential allergenic contents.
2. Only for varieties containing meat or poultry, sprouts, watercress or melon.
3. Varieties of Kimchee include, but are not limited to: Vegetables: winter, spring, cucumber, wrapped, Yolma, Chang, radish (Nabak), white (Pak), western-cabbage, pony-tail radish (Chonggak), eggplant, green onion, pumpkin, spinach, leek, green pepper; Chanachi: radish, green pepper, cucumber, garlic cabbage; Kaktagi: radish, radish and oyster Kaktuki; Tong Chimi;: radish tongchimi; Shikhae: chicken, andong, Alaskan Pollock shikhae.
4. All Kimchee products must be delivered and stored refrigerated with a definitive shelf life marked on each container.
5. Only for varieties containing fish or seafood ingredients.
6. Polyglacturonase activity is an indicator of overripening and spoilage, inferring the possible presence of Bacillus subtilus, Saccaromyces fragilis, Candida pseudotropicalis, Oospora lactis, Asperfillus ssp., and Penicillium ssp.
7. Excessive acidification may be due to high counts of these organisms; this is an indicator of very poor quality product.
8. Zero tolerance pathogens.
9. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Retail Ground Beef, Beef Trimmings, Ground Pork , Poultry (Chilled or Frozen)		
Counts	m	M
Aerobic Plate Count (APC)	100,000 per gram	1,000,000 per gram
Fecal Coliform	50 per gram	500 per gram
Total coliform	100 per gram	1,000 per gram
E. coli	10 per gram	< 110 per gram
Coagulase Positive Staph	<100 per gram	500 per gram
Salmonella species	Zero (0) Tolerance[1]	
E.coli O157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.

Microbiological limits for Sandwiches, Prepared Salads and Spreads, Bagged Salad, and Cut Vegetables [4]		
Counts[3]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli most probable number (MPN)	3 per gram[2]	10 per gram
Coliform (fecal)	10 per gram	100 per gram

Yeast and mold count	200 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Campylobacter jejuni	Zero (0) Tolerance[1]	
Salmonella species	Zero (0) Tolerance[1]	
Listeria moncytogenes	Zero (0) Tolerance[1]	
E. coli 0157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that "M" are of marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. No viable pathogen in a 25 gram sample.
2. ≤ 10 per gram if using 3M Petri Film for E. coli counting.
3. Products may not be examined for all microbial characteristics as listed above. Contact laboratory if specific tests are required.
4. Tuna, chicken, ham and egg salads are tested the same, regardless whether on bread or submitted in tubs, buckets or other retail containers.

Microbiological criteria for Soft Serve Ice (cream) Milk and Soft Serve Yogurt at the retail/user level[2]

Counts	m	M
Standard plat count [1]	50,000 per gram	250,000 per gram
Coliform	10 per gram	100 per gram
Combined Yeast & Mold		100 per gram

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
Standard Plate Count (SPC) does not apply to yogurt products.
Soft serve and Yogurt machines.

Microbiological limits for Tofu

Counts[2]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram coli (MPN)
<3 per gram 10 per gram		
Staphylococcus aureus	100 per gram	1000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
Yersinia entercoliticus[1]	Zero (0) Tolerance[1]	

Legend:
m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. Products may not be examined for all microbial characteristics as listed above.

Microbiological and Chemical criteria for Bottled Water[1] and Vending Machine Water[2] and Ice		
Counts	m	M
Coliform	0 per 100 ml	
Coliform (bottled water)	0 per 250ml	
Heterotrophic Plate Count [5]	1000 per ml	100,000 per ml
Pseudomonas aeruginosa	Zero (0) Tolerance	
Flouride[2]		
Arsenic[2]		
Trihalomethanes[2]		
Chlorine[2]		
Dissolved Solids[4]		
Silver [3]	None Detectable	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Bottled water is tested IAW the specific limits set forth by the Code of Federal Regulations (CFR) and current Environmental Protection Agency (EPA) regulations.
2. Vending machine water requirements are from the Association of Food and Drug Officials Model Code, 1997; Ice standards are derived from the International Packaged Ice Association. These are the minimum tests required for Vending Machine water.
3. Current published regulatory limits apply.
4. Only those machines utilizing silver impregnated carbon filters. Dissolved solids measurements are for vending machines labeled "Purified".
5. Ice and water derived from well water or surface water sources marketed at retail have higher allowable HPC limits. See current guidelines established in the CFR.

Microbiological criteria for Retail/User level Pre-packaged Deli and RTE Products[4]					
Product(s)	APC[3]	Listeria spp.[2]	Salmonella[2]	Coliform[2]	E.Coli O157:H7
Luncheon Meats, frankfurters, Beef, poultry & pork	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance	

Cheese, soft and hard	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Pasteurized, liquid, frozen or Dried egg	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Pizza topping (meat & cheese)	Zero (0) Tolerance	Zero (0) Tolerance	100/g	Zero (0) Tolerance
Dried meats sticks, jerky [1]	Zero (0) Tolerance	Zero (0) Tolerance	10/g	Zero (0) Tolerance

Notes:
1. Yeast and mold combined count should not exceed 100 /g.
2. No viable pathogen in a 25 gram sample. All counts are maximum allowable limits.
3. See Table Below for APC values in RTE Products.
4. Includes all like type/style products not otherwise listed.

Additional Microbiological limits for Commercial (Food Court Style) RTE Products[2,4]

Counts	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli (MPN)	3 per gram [3]	10 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
E. coli 0157:H7[1]	Zero (0) Tolerance[1]	
Campylobacter jejuni	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. This table is primarily designed for hot food lines.
3. $\leq$ 10 per gram if using 3M Petri Film for E. coli counting.
4. Products may not be examined for all microbial characteristics when submitted. These values are primarily used when conducting food borne illness investigations and overall quality characteristics.

PART VI - Summary of Directory Listing Requirements

Federal Supply Class (*Note 1)	Listing Required	Listing Not Required
8905 (*Notes 2, 3)	All fish, meat, poultry, and shellfish, including:	Crabs, live.
	Buffalo meat.	Crawfish, live.
	Fish, canned.	Fish, fresh or frozen, whole and/or eviscerated, head on or off, unscaled, unpackaged.
	Fish, fresh or fresh smoked, modified atmospheric packaged.	Lobster, live.
	Fish, fresh or frozen, packaged.	Shrimp, fresh or frozen, whole or head off.
	Herring, pickled.	
	Quail.	
	Rabbits.	
	Salmon, smoked.	

	Squid.	
8910	All dairy foods and eggs, including:	Chocolate drink mix, non-dairy.
(*Notes 4, 5)	Cream, sterilized.	Powdered dairy mixes.
	Creamer, coffee, dairy.	Toppings, non-dairy.
	Dairy soft serve mixes.	
	Desserts/puddings, frozen.	
	Egg nog, canned.	
	Egg substitutes.	
	Italian ices.	
	Topping, real cream.	
	Yogurt, fresh or frozen.	
8915	All pre-cut pre-packaged minimum processed fresh	All unprocessed fruits and
(*Note 7, 8)	fruits and vegetables.	vegetables.
	Kimchee.	Olives.
	Mushrooms, whole and sliced.	Fruit juices and nectars, shelf
	Salads, non-meat, with or without dressing	stable or frozen concentrate.
	(not USDA listed).	
	Vegetable sprouts.	
	Fruit juices and nectars, refrigerated.	
8920	Bakery and cereal products (baked and unbaked,	All other bakery products,
(*Notes 6, 9)	fresh and frozen), specifically:	including:
	Croissants.	Bagels.
	Doughnuts	Batter mix, dry.
	Egg roll wrappers.	Biscuits, canned.
	Flour and corn tortillas.	Breads, rolls, and buns.
	Wet pasta (noodles).	Cake mix, dry.
	Pastries.	Cakes, unfilled.
	Pies.	Cookie mix, chilled or dry.
	Soft pretzels.	Cookies, unfilled.
	Won ton wrappers.	Crackers.
	Filled bakery items.	Cupcakes, unfilled.
		Dough, frozen or chilled.
		Dumplings, frozen.
		English muffins.
		Flour.
		Fruitcakes.
		Melba toast.
		Muffins
		Pancake batter, frozen.
		Pancake/waffle mix.
		Pasta, dry (noodles).
		Pizza crust.
		Taco shells.
		Toaster pastries.
		Pie crusts, unfilled.
		Waffles, frozen.
8925		All confectionery, nuts, and sugars.
8930		All jams, jellies, and preserves.
8935		Bouillon and soups.
8940	Dietary foods and specialty preparations,	All other dietary and specialty
(*Notes 2, 3, 4, 5, 10)	specifically:	preparations, including:
	Fish, meat, poultry, dairy, egg, and shellfish	Baby formula, canned.

	products. Pickled eggs. Frozen dinners. Pudding novelties, frozen or chilled. Tofu.	Chips, nacho or potato. Creamer, coffee, imitation (non-dairy). Dips. Nacho cheese, canned. Nutri-why. Popcorn. Puddings, canned.
8945		Fats and food oils, including margarine
8950		All condiments and related products, including: Salad dressings. Mexican salsa)
8955		All cocoa, coffee, and tea.
8960	Beverages, nonalcoholic; specifically: Ice. Bottled water.	All other nonalcoholic beverages, including: Dry ice. Fruit drink mix containing no fruit juices.
8965		Non-MRE beverages, alcoholic.
8970 (*Note 2)	MRE food composite packages	Non-MRE composite food packages.
8975		All tobacco products.

*Notes:

1. For complete item listing within each class of the 8900 (subsistence) Federal Supply Class (FSC) Group, refer to Federal Supply Catalog C8900-SL, Stock List--FSC Group 89 Subsistence.
2. Meat and poultry establishments listed in the *USDA Meat and Poultry Inspection Directory* may serve as sources of meat and poultry items as indicated. These products must bear the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to meat or poultry inspection acts must also be Directory listed for those items.
3. Directory listing is not required for establishments on the Interstate Certified Shellfish Shippers List (ICSSL). Fish, fresh or fresh smoked, modified atmospheric packaged (when distributed in a chill state) must be Packed Under Federal Inspection (PUFI) by the USDC or listed specifically in this Directory. Establishments supplying other fish products must be Directory listed unless listed by the United States Department of Commerce (USDC) in the *USDC Approved List of Fish Establishments and Products.*
4. Directory listing is not required for shell egg sources listed in the *Directory of Grading Offices and Plants Operating Under USDA Poultry and Egg Grading Programs*. Establishments listed in the *USDA Meat and Poultry Inspection Directory* for dried or liquid/frozen egg products may serve as sources for those products, as coded.
5. Establishments having a pasteurized milk compliance rating of 90 percent or higher, certified by a State milk sanitation officer, and listed in the *Sanitation Compliance and Enforcement Rating of Interstate Milk Shippers (IMS) List* may serve as sources of milk and milk products, as listed. Listing in this Directory is mandatory to serve as a source of other milk and milk products and/or frozen dessert items. Establishments listed in the *Dairy Plants Surveyed and Approved for USDA Grading Service* may serve as sources of manufactured or processed dairy products as listed by product code. Those operations denoted with "P" codes (packaging and processing) must be Directory listed when providing ungraded manufactured or processed dairy products.
6. Directory listing is not normally required for semiperishable and nonanimal origin ingredient sources for items such as ready-to-eat bakery products and ice cream.
7. Establishments processing ready-to-eat, chilled, and prepared non-meat salads (such as potato, egg, tuna, chicken, turkey, ham, bean, macaroni, or cole slaw) must be Directory listed.

8. Only pasteurized juices are authorized for purchase by the DOD.
9. Directory listing for natural and artificial cream or fruit filled pie crusts, cakes, and cookies is not required if the finished item will not support pathogenic microbial growth.
10. Establishments producing finished products containing less than 3 percent by weight components of animal origin may be exempted from Directory listing by the command publishing this Directory.

SECTION J - LIST OF ATTACHMENTS AND EXHIBITS

Applicable documents, exhibits, and attachments for this contract are:

ATTACHMENT NO.	DOCUMENT	NO. OF PAGES
1.	Refuse Definitions	1
2.	Classification of Ships	3
3.	Floating Line of Demarcation Specification	3
4.	Picket Boat Operations & Specifications	2
5.	Armed Security Guard Operations	4
6.	Fuel Specifications	4
7.	Potable Water Specifications	6
8.	Water Taxi Specifications	5
9.	Fresh Bread Specifications	2
10.	Fresh Eggs Specification	1
11	Request for Sanitary Inspection	2
12.	Quality Assurance Provisions	17

ATTACHMENT NO.	DOCUMENT	NO. OF PAGES
A	Schedule of Supplies and Services	14
B	Port Tariff	3
C	OOTW Sample of Provisions	2
D	CRAFT Report	13

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 18

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	14-Feb-2007	N4034507RCSG0005	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-07-D-0001
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 11-Dec-2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) MUTUAL AGREEMENT

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzpnt01078850

1. This modification is issued to incorporate Appendix A and B to Attachment 12, Quality Assurance Provisions.

2. There is no change in the price as a result of this modification.

3. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 13-Feb-2007

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

ATTACHMENT 12

QUALITY ASSURANCE PROVISIONS

SECTION I. GENERAL REQUIREMENTS

1. **SANITARILY APPROVED SOURCES:** All subsistence items shall be from approved sources as authorized, or exempted in NAVSUPINST 4335.4F/AR 40-657/AFR 161-32/MCO P10110.31G. Name and address of processing facility shall identify any subcontracting entities utilized other than the primary contractors. FISC DET Singapore has available approved source listings of authorized subsistence incorporated into VETCOM Circular 40-1, Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Hawaii and Pacific) and other regions maintained and published by HQ, US Army Veterinary Command, Fort Sam Houston, Texas (http://vets.amedd.army.mil/vetsvcs/approved.nsf). The U.S. Army Veterinary Representative, prior to commencing a contract/Blanket Purchase Agreement (BPA), shall inspect all required potential sources identified. Failing to pass inspection shall be grounds for not issuing a BPA and grounds for cancellation if the facility fails inspection after a BPA has commenced. This applies to all contractors and subcontractors. Documents cited here shall be provided to the contractor upon written request.

2. **DELIVERY VEHICLES:** The supplies delivered under this contract/BPA shall be transported in a sanitary enclosed/covered or open flatbed vehicle. Semiperishable items delivered in open flatbed vehicle shall be covered with a tarp to protect products from rain or foreign objects. Vehicles shall be equipped to maintain the appropriate temperature for the subsistence being delivered. Vehicles shall be maintained in a sanitary condition to prevent contamination of the food and shall be subject to inspection by the government at all reasonable times. Supplies submitted for acceptance in vehicles, which are not sanitary, may be rejected without further inspection. Concurrent transportation of bulk contained pesticides, rodenticides, petroleum products, inedible products, household chemicals, or other caustic or volatile compounds are undesirable but occasionally necessary. When a carrier jointly transports subsistence and cleaning agents or hazardous products, the cleaning agents or hazardous products shall be segregated from the subsistence to the greatest extent. Segregated to the greatest extent means that all cleaning agents or hazardous products shall be unitized, loaded completely lower and horizontally from the subsistence to the maximum distance allowed by the physical configuration of the carrier. Shrink-wrap shall be used to secure items to pallets and provide stabilization.

3. **CODE DATING:** Master-shipping boxes shall be stamped or embossed with code dates, except Fresh Fruits and Vegetables, (FF&V). Coding must represent the date of slaughter, production, pasteurization, manufacture, or expiration/pull date. Open code shall have the date, month and year or Julian date, (last number of the year with the number of days). Closed code, such as letters and numbers, shall have an accompanying letter from the manufacturer explaining the code and shelf life.

4. **PACKAGING:** Standard commercial packaging is acceptable as long as it meets the requirements set forth in this agreement, product is protected from contamination, and quality is preserved. Products sha
returnable commercial containers that do not exceed 55 pounds or 25 kilograms per contain[illegible]. The use of a plastic shrink-wrap to secure items to the pallet shall be minimized.

5. **SHELF LIFE REQUIREMENTS:** Unless otherwise specified in this agreement, products shall be delivered with not less than one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining. If the supplies delivered DO

not have the minimum number of days of shelf life remaining as set forth in this agreement, the government shall have the right to reject and/or require replacement.

6. **TEMPERATURE REQUIREMENTS:** Unless otherwise specified in this agreement, all perishable products shall be delivered between 32°F-41°F (0°C-5°C) for chilled and 0°F (-18°C) or below for frozen. Temperatures shall be checked between the primary container and the outer container to reduce product damage. If a discrepancy is suspected, internal temperature shall be checked prior to rejection or acceptance of the products.

7. **REJECTED ITEM:** Any item recommended for rejection by the U.S. Army Veterinary Representative or receiving activity shall be annotated on the invoice or delivery receipt. The Contracting Officer Representative shall negotiate on price adjustment for quality or short shelf life defect as requested by receiving activity based on the U.S. Army Veterinary Representative inspection results. Replacements shall be coordinated with the Contracting Officer Representative as requested by the receiving activity.

8. **FOREIGN ORIGIN PRODUCTS:** Foreign establishments DO not have to be Directory listed if the prepackaged finished items they produce are imported by distributors or brokers into the continental United States, Hawaii or Alaska for sale to U.S. Armed Forces. This exemption Does not apply to establishments importing food directly into the U.S. territories of American Samoa, Guam, or the Mariana Islands without entering the continental United States, Hawaii or Alaska.

9. **CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD:** See Appendix B

SECTION II. QUALITY ASSURANCE PROVISIONS BY ITEM

1. **DAIRY PRODUCTS:**

a. Milk products shall be from approved sources and meet the raw, pasteurized, bacteriological and chemical requirements of the United States Public Health Service (USPHS) Publication 229 (Grade A Pasteurized Milk Ordinance). Frozen deserts and novelties shall be from approved sources in accordance with applicable military or local specifications or in the absence of applicable specifications, good manufacturing practice. Bacteriological and chemical testing may be accomplished at origin or destination. The U.S. Army Veterinary Representative shall submit non-conforming results to the Contracting Officer and provide a copy furnished to the contractor with a letter of explanation. The letter shall inform the contractor that unreliable quality controls may result in suspending further deliveries in accordance with NAVSUPINST 4355.6A/AR 40-70. NAVSUPINST 4355.6/AR 40-70 sets forth the microbiological testing program and suspension procedures for dairy products.

b. Temperature on delivery: Fresh dairy products shall be delivered between 32°F and 41°F (0°C and 5°C). Frozen products shall be delivered at 0°F (-18°C) or below.

c. Cheese Related Products:

(1) Soft cheeses such, as mozzarella, natural provolone, cream cheese, and etc., shall be delivered between 32°F and 41°F (0°C and 5°C).

(2) Hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, etc., shall be delivered between 32°F and 50°F (0°C and 10°C).

2. **FRESH FRUITS AND VEGETABLES (FF&V):** See Appendix A

a. All FF&V shall be freshest product available. FF&V shall have eye appeal and shall be a minimum of 90% free from quality defects and 100% free of decay or loss. The Contracting Officer Representative shall negotiate a downward price adjustment for quality defects based on the U.S. Army Veterinary Representative inspection results and confirmed by receiving activity.

b. FF&V shall be delivered in an enclosed vehicle, equipped to maintain the temperature required for the type of FF&V. Mixed loads of FF&V shall be between 35°F and 55 °F (2°C and 12°C).

c. FF&V such as bananas that are sensitive to ethylene oxide shall not be palletized and wrapped with items that are ethylene oxide producers such as apples. Plastic wrapped around the product inside the boxes shall be removed to allow air circulation.

d. Fresh mushrooms shall not be packaged airtight. Packages that are wrapped in plastic shall have air hole cut into plastic 1/8 inch in diameter or larger.

e. FF&V such as bananas, potatoes and onions that are sensitive to chill damage shall be delivered without refrigeration or not less than 56 °F (14°C). FF&V delivered in an open flatbed vehicle shall be protected with a tarp.

f. For repacked FF&V, the recycled boxes shall be clean and odorless; weigh not more than 45 pounds, (20 kilograms); labeled with the name and weight of the item on two adjacent sides of the box and legibly handwritten or printed.

3. FROZEN MEAT AND POULTRY

a. Unless otherwise requested, all frozen meat and poultry products must be USDA inspected or USDA certified. They must be listed in one of the following publications: "Meat and Poultry Inspection Directory", or "Directory of Sanitarily Approved Food Establishment for U.S. Armed Forces Procurement. ".

b. Temperature at delivery shall be 0°F (-18°C) or below. If the product is frozen to the point that a bimetallic thermometer cannot be pushed into the product and there does not appear to be significant surface thawing or crystallization the product shall be considered acceptable. These factors shall be considered due to the lack of proper equipment for drilling frozen item.

c. Age at delivery in the frozen state:

(1) Beef shall be delivered no more than 12 months after the date of pack.

(2) Poultry shall be delivered no more than 12 months after the date of pack.

(3) Pork shall be delivered no more than 12 months after the date of pack.

(4) Lamb and veal be delivered no more than 12 months after the date of pack.

NOTE: If the manufacture, slaughter or expiration date is stamped, not embossed on the box, the Health Certificate from origin shall be available for verification by the inspecting U.S. Army Veterinary Representative.

4. FROZEN WATERFOODS:

a. Temperature at delivery 0°F (-18°C) or below and shall be checked using the guidance reference previously in paragraph II.3.a.

b. Age at delivery in the frozen state:

(1) Seasonal packed items shall be delivered no more than 12 months after the date of pack.

(2) Oysters shall be delivered within 6 months of shucking/freezing.

(3) Shrimp shall be delivered within 180 days, of packaging/freezing.

c. General Guidance: All items shall be delivered in excellent condition, practically free of parasites, and show no evidence of mishandling.

5. **SHELL EGGS:**

a. Shell eggs shall be cleaned and free of damage (broken, cracked, leaker, etc.,). The U.S. Army Veterinary Representative shall recommend rejection of eggs with excessive dirt or feces.

NOTE: A small quantity of dirt is allowed on eggs delivered from plants that are only approved for unwashed eggs, small defined as having relatively little size or slight dimension.

b. Fresh shell eggs delivered directly from the farms within 48 hours of production may be delivered in unrefrigerated vehicles that are covered. The vehicles must meet all the requirements listed in Section I, par. 2. Boxes shall be marked with the date of production with the vendor's name and address.

c. Chilled fresh shell eggs that are procured from food distributors shall be delivered in refrigerated vehicles and shall be delivered within 15 days from the date of packaging. Internal temperature of eggs at delivery must be 41^{o}F (5^{o}C) or below.

6. **BAKERY PRODUCTS:**

a. Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined.

b. Bakery products shall be delivered within 48 hours from the date of production. Frozen bakery products shall be delivered within 6 months from the date of production, (SL 12 months), and in a refrigerated truck with a temperature of 0°F (-18°C).

SECTION III. SPECIFIED ANCHORAGE DELIVERIES

1. Due to the special circumstances associated with anchorage deliveries, the following exceptions are authorized, but shall not relieve the contractor or the BPA holder of any other requirements in the Quality Assurance Provisions unless specifically listed below:

a. Dairy products may be delivered in non-refrigerated containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. When a refrigerated unit is not used, the dairy products shall be packed in special containers that hold multiple units of product (bi-wall/tri-wall boxes), with dry ice based on the product weight to maintain internal temperature of 41°F (5°C). The special container shall be packed to allow air circulation within. Dairy products shall be given the highest priority for loading/off-loading upon receipt.

b. FF&V may be delivered in unrefrigerated containers in the most expeditious manner to ensure the least amount of exposure to high temperatures.

c. Miscellaneous frozen products may be delivered in non-freezer containers when the quantity ordered is not large enough to warrant a refrigerated container and a barge to deliver it. Frozen items shall be packed with dry ice based on the product weight to maintain frozen state. The special container shall be packed to allow air circulation within. Although slight temperature deviations may occur, proper packaging and sufficient quantities of dry ice shall preclude excessive temperature deviations and thawing. Any item showing sign of thawing shall be rejected.

2. Although special considerations are authorized in anchorage deliveries, no exceptions have been authorized or shall be accepted for reduced sanitary standards, including the sanitation of the vehicles, boats, and shipping containers. The reuse of containers to transport products with dry ice is authorized as long as the container is sanitary and serviceable.

3. No deviations to these Quality Assurance Provisions are authorized without prior written approval from the Contracting Officer and U.S. Army Veterinary Representative. Deviations shall be granted prior to quotes being accepted and only for the particular delivery in question.

APPENDIX A, PERISHABLE FOODS

The following are requirements that apply to this contract:

Appendix A PERISHABLE SUBSISTENCE COMPATABILITY GROUPS
(Extracted From DLAM 4145.12/ TM 38-400, April 1994)

Group 1

Temperature: 32° to 34°F (1° to 1°C).
Relative humidity: 90 to 95 percent.
Atmosphere: Normally used on berries and cherries only -10 to 20 percent CO_2.
Ice: Never in contact with commodity.

Note: Most members of this group not compatible with Group 6a or 6b because ethylene production by Group 1 can be high, and thus harmful to members of Group 6a or 6b.

Apples (except those varieties listed in Group 3)
Apricots
Berries (except cranberries) Cherries.
Figs (not with apples, danger of odor transfer to figs; also see Group 6a)
Grapes (not fumigated with surfer dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages).
Peaches
Pears
Persimmons Plums and Pomegranates
Quinces

Group 2

Temperature: 55° to 65°F(13° to 18°C)
Relative humidity: 85 to 95 percent.
Ice: Never in contact with commodity.
Avocados
Bananas
Eggplant {also see Group 5)
Grapefruit [1]
Guava
Limes
Mangoes
Muskmelons, other than cantaloupes
Casaba
Crenshaw
Honey Dew
Persian
Olive, fresh
Papayas
Pineapples {not with avocados, danger of avocados' odor absorption)
Tomatoes, green
Tomatoes, pink {also see Group 4)
Watermelons (also see Group 4 and 5)

Group 3

Temperature: 36° to 41°F (2°to 5°C).
Relative humidity: 90 to 95 percent: cantaloupes about 95 percent.
Ice: In contact with cantaloupes.
Apples (Grimes Golden and Jonathan (both, certain areas), Yellow Newton (California) and Mclntosh
Cantaloupes
Cranberries
Lemons [1] (use 50 to 55°F for more than a month)
Lychees (also see Group 4)
Oranges 1(Florida or Texas)
Tangerines

Group 4

Temperature: 40° to 45°F (4° to 7°C): beans 38° to 42°F (3° to 6°C).
Relative humidi1y: About 95 percent
Ice: Never in contact with commodity.
Beans snap
Lychees (also see Group 3)
Okra
Oranges [1] (California or Arizona)
Pepper; green (not with beans)
Pepper, red (if with green peppers, temperature adjusted toward top of range)
Squash, summer
Tomatoes, pink (also see Group 2)
Watermelons (also see Groups 2 and 5)

Group 5

Temperature: 50° to 55°F (10° to 13°C): ginger not below 55°F.
Relative humidity: 85 to 90 percent.
Ice: Never in contact with commodity.
Cucumbers
Eggplant (also see Group 2)
Ginger (not with eggplant, also see Group 7)
Potatoes (late crop)
Pumpkin and Squashes, winter
Watermelon (temperature adjusted for other members of the group; also see Groups 2 and 4),

Group 6a

This group, except for figs, grapes and mushrooms, is compatible with Group 6b
Temperature: 32° to34°F (0° to 1°C)
Relative humidity: 95 to 100 percent.
Ice: Never in contact with asparagus, figs, grapes, and mushrooms
Artichokes
Asparagus
Beefs, red
Endive and escarole
Figs (also see Group 1)
Grapes (not furnished with sulfur dioxide ($S0_2$) in vehicle and no chemicals that release $S0_2$ should be included in packages)
Greens

Leek (not with figs or grapes)
Lettuce
Mushrooms
Parsley
Parsnips
Peas
Rhubarb
Salsity
Spinach
Sweet Corn

Watercress Group 6b

This group is compatible with Group 6a, except for figs, grapes and mushrooms.
Temperature: 13°to 13°F (0° to l°C)
Relative humidity: 95 to 100 percent
Ice: Contact acceptable for all
Broccoli
Brussels sprouts
Cabbage
Cauliflower
Celeriac
Celery
Horseradish Kohlrabi
Onions green (not with rhubarb. Figs, or grapes; probably not with mushrooms or sweet corn)
Radishes
Rutabagas
Turnips

Group 7

Temperature: 5° to 65°F (13° to 18°C)
Relative humidity: 85 to 90 percent.
Ice: never In contact with commodity.
Ginger (also see Group 5)
Potatoes, early crop (temperatures adjusted for others)
Sweet Potatoes

Group 8

Temperature: 32°to 34°F (0° to 13°C)
Relative humidity: 65 to 70 percent.
Ice: never in contact with commodity.
Garlic
Onions dry

[1] Citrus fruits -Biphenyl fungicide may impart off odors to other commodities

The above information was extracted from Lipton, W.J. and J. M. Harvey, Compatibility of Fruits and Vegetables During Transport in Mixed loads, US Department of Agriculture Research Service, ARS51- 48 (September 1972).

APPENDIX B, MICROBIOLOGICAL CRITERIA

The following are requirements that apply to this contract:

Appendix B - CRITERIA FOR MICROBIOLOGICAL LEVELS OF FOOD PROCURED BY DOD

Microbiological criteria for dairy products[1,2]

Product(s)	Standard Plate Count (SPC) (See notes 3&4)	Coliform count (See note 4)	combined yeast and mold count (See note 4)	Preliminary incubation count (See note 5)
Aseptically processed and packaged Milk and milk products		0 per ml (See notes 6&7)	0 per ml (See note 6)	0 per ml (See note 6)
Buttermilk and acidophilus milk			10 per gram	
Cottage cheese			10 per gram	10 per gram
Cream, sour cultured			10 per gram	10 per gram
Grade A pasteurized milk and milk products		20,000 per ml	10 per ml	200,000 per ml
Ice cream products, flavored, fruit and / or nuts		50,000 per gram	20 per gram	
Ice cream products, vanilla and plain flavored		50,000 per gram	10 per gram	
Frozen dessert mix:				
Vanilla flavor		50,000 per gram	10 per gram	10 per gram
other flavors		50,000 per gram	20 per gram	10 per gram
Yogurt, chilled			10 per gram	
Yogurt, frozen, plain			10 per gram	
Yogurt, frozen, flavored			20 per gram	
Yogurt, soft serve mix			10 per gram	

Notes:
1. Phosphates as specified in the PMO.
2. Products shall be free of antibiotic or pesticide residues or below the action levels established for such residues by the applicable Federal Regulatory Agency. Antibiotic residue testing shall be by the method described in the PMO. Examinations and test to detect adulterants, including pesticides, shall be conducted by methods recognized by the applicable Federal regulatory agency.
3. Not applicable to cultured products.
4. All counts are maximum allowed standards.
5. Samples must be received within 72 hrs of pasteurization. Preliminary incubation test is used as a determination of keeping quality.
6. Nonconformance's will be considered an imminent health hazard.
7. Either aerobic or anaerobic SPC.

Microbiological criteria for Environmental Swabs[1,2]

ATP (RLU) Counts	Aerobic Plate Count (APC)	Coliform Count	
Environmental swab	100 per 50 sq cm	10 per 50 sq cm	See Note 3

Notes:
1. Microbiological counts can be used as an index for evaluating the sanitation status of processing equipment and the facility.

2. All counts are maximum recommended limits.
3. Relative Light Units (RLU) are directly correlated to log cfu/sq cm . RLU maximum tolerances are dependent upon the manufacturer of the ATP bioluminescence reader. Follow manufacturer's instructions for RLU limits.

Microbiological criteria for Fish, fresh or frozen, including shellfish		
Counts[4]	m	M
Aerobic Plate Count (APC)	5,000 per gram	1,000,000 per gram
E. coli	10 per gram	500 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Vibrio parahaemolyticus [1]	10 per gram	100 per gram
Vibrio vulnificus[2,3]	Zero (0) Tolerance	
Salmonella[2]	Zero (0) Tolerance	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Used for oysters and fish designed to be consumed raw.
2. No viable pathogen in a 25 gram sample.
3. Limit is established as non-detectable depending on method used and detection limit.
4. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Fruit Juice, Fresh or Frozen				
	Standard Plate Count (SPC) [3]		Coliform count	Combined Yeast and Mold count
Product(s)	m	M		
Aseptically processed juice[1]	0		0	0
Pasteurized Juice[2]		20,000 per ml	20 per ml	200 per ml
Non-Pasteurized Juice[4]	50,000 per ml	100,000 per ml		

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Must be labeled as aseptically processed and process must be verified.
2. Must be labeled as pasteurized.
3. Plate count limits for juices, except for aseptically processed juice, are used as a quality indicator and may assist in determining keeping quality and/or shelf life.

4. Non-pasteurized juice is not approved for US Armed Forces Procurement.

Microbiological criteria for Kimchee [1,3,4]		
Counts [9]	m	M
Coliform (MPN)	10 per gram	
Clostridium perfringens	100 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Pseudomonas ssp [7]	200 per gram	
Streptococcus ssp [7]	10 per gram	
Listeria monocytogenes[8]	0	
Salmonella ssp[2,8]	0	
Vibrio ssp[5,8]	0	
Salt %	$\geq$ 2.5/wt	$\leq$ 3.5/wt
pH	$\geq$ 4.2	$\leq$ 4.7
Polygalacturonase [6]	Negative	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Products containing monosodium glutamate (MSG), nuts or nut oils must be labeled appropriately to reflect potential allergenic contents.
2. Only for varieties containing meat or poultry, sprouts, watercress or melon.
3. Varieties of Kimchee include, but are not limited to: Vegetables: winter, spring, cucumber, wrapped, Yolma, Chang, radish (Nabak), white (Pak), western-cabbage, pony-tail radish (Chonggak), eggplant, green onion, pumpkin, spinach, leek, green pepper; Chanachi: radish, green pepper, cucumber, garlic cabbage; Kaktagi: radish, radish and oyster Kaktuki; Tong Chimi;: radish tongchimi; Shikhae: chicken, andong, Alaskan Pollock shikhae.
4. All Kimchee products must be delivered and stored refrigerated with a definitive shelf life marked on each container.
5. Only for varieties containing fish or seafood ingredients.
6. Polyglacturonase activity is an indicator of overripening and spoilage, inferring the possible presence of Bacillus subtilus, Saccaromyces fragilis, Candida pseudotropicalis, Oospora lactis, Asperfillus ssp., and Penicillium ssp.
7. Excessive acidification may be due to high counts of these organisms; this is an indicator of very poor quality product.
8. Zero tolerance pathogens.
9. Products may not be examined for all microbial characteristics as listed above.

Microbiological criteria for Retail Ground Beef, Beef Trimmings, Ground Pork , Poultry (Chilled or Frozen)		
Counts	m	M

Aerobic Plate Count (APC)	100,000 per gram	1,000,000 per gram
Fecal Coliform	50 per gram	500 per gram
Total coliform	100 per gram	1,000 per gram
E. coli	10 per gram	< 110 per gram
Coagulase Positive Staph	<100 per gram	500 per gram
Salmonella species	Zero (0) Tolerance[1]	
E.coli O157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.

Microbiological limits for Sandwiches, Prepared Salads and Spreads, Bagged Salad, and Cut Vegetables [4]

Counts[3]	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli most probable number (MPN)	3 per gram[2]	10 per gram
Coliform (fecal)	10 per gram	100 per gram
Yeast and mold count	200 per gram	1,000 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Campylobacter jejuni	Zero (0) Tolerance[1]	
Salmonella species	Zero (0) Tolerance[1]	
Listeria moncytogenes	Zero (0) Tolerance[1]	
E. coli 0157:H7	Zero (0) Tolerance[1]	

m =values above this level, but below that "M" are of marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:

1. No viable pathogen in a 25 gram sample.
2. ≤ 10 per gram if using 3M Petri Film for E. coli counting.
3. Products may not be examined for all microbial characteristics as listed above. Contact laboratory if specific tests are required.
4. Tuna, chicken, ham and egg salads are tested the same, regardless whether on bread or submitted in tubs, buckets or other retail containers.

Microbiological criteria for Soft Serve Ice (cream) Milk and Soft Serve Yogurt at the retail/user level[2]

Counts	m	M
Standard plat count [1]	50,000 per gram	250,000 per gram
Coliform	10 per gram	100 per gram
Combined Yeast & Mold		100 per gram

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
Standard Plate Count (SPC) does not apply to yogurt products.
Soft serve and Yogurt machines.

Microbiological limits for Tofu			
Counts[2]		m	M
Aerobic plate count (APC)		100,000 per gram	1,000,000 per gram coli (MPN)
<3 per gram	10 per gram		
Staphylococcus aureus		100 per gram	1000 per gram
Salmonella species[1]		Zero (0) Tolerance[1]	
Listeria moncytogenes[1]		Zero (0) Tolerance[1]	
Yersinia entercoliticus[1]		Zero (0) Tolerance[1]	

Legend:
m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. Products may not be examined for all microbial characteristics as listed above.

Microbiological and Chemical criteria for Bottled Water[1] and Vending Machine Water[2] and Ice		
Counts	m	M
Coliform	0 per 100 ml	
Coliform (bottled water)	0 per 250ml	
Heterotrophic Plate Count [5]	1000 per ml	100,000 per ml
Pseudomonas aeruginosa	Zero (0) Tolerance	
Flouride[2]		
Arsenic[2]		
Trihalomethanes[2]		
Chlorine[2]		
Dissolved Solids[4]		
Silver [3]	None Detectable	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. Bottled water is tested IAW the specific limits set forth by the Code of Federal Regulations (CFR) and current Environmental Protection Agency (EPA) regulations.

2. Vending machine water requirements are from the Association of Food and Drug Officials Model Code, 1997; Ice standards are derived from the International Packaged Ice Association. These are the minimum tests required for Vending Machine water.
3. Current published regulatory limits apply.
4. Only those machines utilizing silver impregnated carbon filters. Dissolved solids measurements are for vending machines labeled "Purified".
5. Ice and water derived from well water or surface water sources marketed at retail have higher allowable HPC limits. See current guidelines established in the CFR.

Microbiological criteria for Retail/User level Pre-packaged Deli and RTE Products[4]					
Product(s)	APC[3]	Listeria spp.[2]	Salmonella[2]	Coliform[2]	E.Coli O157:H7
Luncheon Meats, frankfurters, Beef, poultry & pork	Zero (0) Tolerance	Zero (0) Tolerance	10/g		Zero (0) Tolerance
Cheese, soft and hard	Zero (0) Tolerance	Zero (0) Tolerance	100/g		Zero (0) Tolerance
Pasteurized, liquid, frozen or Dried egg	Zero (0) Tolerance	Zero (0) Tolerance	100/g		Zero (0) Tolerance
Pizza topping (meat & cheese)	Zero (0) Tolerance	Zero (0) Tolerance	100/g		Zero (0) Tolerance
Dried meats sticks, jerky [1]	Zero (0) Tolerance	Zero (0) Tolerance	10/g		Zero (0) Tolerance

Notes:
1. Yeast and mold combined count should not exceed 100 /g.
2. No viable pathogen in a 25 gram sample. All counts are maximum allowable limits.
3. See Table Below for APC values in RTE Products.
4. Includes all like type/style products not otherwise listed.

Additional Microbiological limits for Commercial (Food Court Style) RTE Products[2,4]		
Counts	m	M
Aerobic plate count (APC)	100,000 per gram	1,000,000 per gram
E. coli (MPN)	3 per gram [3]	10 per gram
Staphylococcus aureus	100 per gram	1,000 per gram
Clostridium perfringens	100 per gram	1,000 per gram
Bacillus cereus	100 per gram	1,000 per gram
Salmonella species[1]	Zero (0) Tolerance[1]	
Listeria moncytogenes[1]	Zero (0) Tolerance[1]	
E. coli 0157:H7[1]	Zero (0) Tolerance[1]	
Campylobacter jejuni	Zero (0) Tolerance[1]	

m =values above this level, but below that of M are marginal microbiological quality.
M =values above this level are unacceptable and the product may be rejected and deliveries suspended.

Notes:
1. No viable pathogen in a 25 gram sample.
2. This table is primarily designed for hot food lines.

3. ≤ 10 per gram if using 3M Petri Film for E. coli counting.
4. Products may not be examined for all microbial characteristics when submitted. These values are primarily used when conducting food borne illness investigations and overall quality characteristics.

PART VI - Summary of Directory Listing Requirements

Federal Supply Class (*Note 1)	Listing Required	Listing Not Required
8905 (*Notes 2, 3)	All fish, meat, poultry, and shellfish, including: Buffalo meat. Fish, canned. Fish, fresh or fresh smoked, modified atmospheric packaged. Fish, fresh or frozen, packaged. Herring, pickled. Quail. Rabbits. Salmon, smoked. Squid.	Crabs, live. Crawfish, live. Fish, fresh or frozen, whole and/or eviscerated, head on or off, unscaled, unpackaged. Lobster, live. Shrimp, fresh or frozen, whole or head off.
8910 (*Notes 4, 5)	All dairy foods and eggs, including: Cream, sterilized. Creamer, coffee, dairy. Dairy soft serve mixes. Desserts/puddings, frozen. Egg nog, canned. Egg substitutes. Italian ices. Topping, real cream. Yogurt, fresh or frozen.	Chocolate drink mix, non-dairy. Powdered dairy mixes. Toppings, non-dairy.
8915 (*Note 7, 8)	All pre-cut pre-packaged minimum processed fresh fruits and vegetables. Kimchee. Mushrooms, whole and sliced. Salads, non-meat, with or without dressing (not USDA listed). Vegetable sprouts. Fruit juices and nectars, refrigerated.	All unprocessed fruits and vegetables. Olives. Fruit juices and nectars, shelf stable or frozen concentrate.
8920 (*Notes 6, 9)	Bakery and cereal products (baked and unbaked, fresh and frozen), specifically: Croissants. Doughnuts Egg roll wrappers. Flour and corn tortillas. Wet pasta (noodles). Pastries. Pies. Soft pretzels. Won ton wrappers. Filled bakery items.	All other bakery products, including: Bagels. Batter mix, dry. Biscuits, canned. Breads, rolls, and buns. Cake mix, dry. Cakes, unfilled. Cookie mix, chilled or dry. Cookies, unfilled. Crackers. Cupcakes, unfilled. Dough, frozen or chilled. Dumplings, frozen. English muffins. Flour. Fruitcakes. Melba toast.

		Muffins Pancake batter, frozen. Pancake/waffle mix. Pasta, dry (noodles). Pizza crust. Taco shells. Toaster pastries. Pie crusts, unfilled. Waffles, frozen.
8925		All confectionery, nuts, and sugars.
8930		All jams, jellies, and preserves.
8935		Bouillon and soups.
8940 (*Notes 2, 3, 4, 5, 10)	Dietary foods and specialty preparations, specifically: Fish, meat, poultry, dairy, egg, and shellfish products. Pickled eggs. Frozen dinners. Pudding novelties, frozen or chilled. Tofu.	All other dietary and specialty preparations, including: Baby formula, canned. Chips, nacho or potato. Creamer, coffee, imitation (non-dairy). Dips. Nacho cheese, canned. Nutri-why. Popcorn. Puddings, canned.
8945		Fats and food oils, including margarine
8950		All condiments and related products, including: Salad dressings. Mexican salsa)
8955		All cocoa, coffee, and tea.
8960	Beverages, nonalcoholic; specifically: Ice. Bottled water.	All other nonalcoholic beverages, including: Dry ice. Fruit drink mix containing no fruit juices.
8965		Non-MRE beverages, alcoholic.
8970 (*Note 2)	MRE food composite packages	Non-MRE composite food packages.
8975		All tobacco products.

*Notes:

1. For complete item listing within each class of the 8900 (subsistence) Federal Supply Class (FSC) Group, refer to Federal Supply Catalog C8900-SL, Stock List--FSC Group 89 Subsistence.
2. Meat and poultry establishments listed in the *USDA Meat and Poultry Inspection Directory* may serve as sources of meat and poultry items as indicated. These products must bear the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to meat or poultry inspection acts must also be Directory listed for those items.
3. Directory listing is not required for establishments on the Interstate Certified Shellfish Shippers List (ICSSL). Fish, fresh or fresh smoked, modified atmospheric packaged (when distributed in a chill state) must be Packed Under Federal Inspection (PUFI) by the USDC or listed specifically in this Directory. Establishments supplying other fish products must be Directory listed unless listed by the United States Department of Commerce (USDC) in the *USDC Approved List of Fish Establishments and Products.*
4. Directory listing is not required for shell egg sources listed in the *Directory of Grading Offices and Plants Operating Under USDA Poultry and Egg Grading Programs.* Establishments listed in the *USDA Meat and*

Poultry Inspection Directory for dried or liquid/frozen egg products may serve as sources for those products, as coded.

5. Establishments having a pasteurized milk compliance rating of 90 percent or higher, certified by a State milk sanitation officer, and listed in the *Sanitation Compliance and Enforcement Rating of Interstate Milk Shippers (IMS) List* may serve as sources of milk and milk products, as listed. Listing in this Directory is mandatory to serve as a source of other milk and milk products and/or frozen dessert items. Establishments listed in the *Dairy Plants Surveyed and Approved for USDA Grading Service* may serve as sources of manufactured or processed dairy products as listed by product code. Those operations denoted with "P" codes (packaging and processing) must be Directory listed when providing ungraded manufactured or processed dairy products.
6. Directory listing is not normally required for semiperishable and nonanimal origin ingredient sources for items such as ready-to-eat bakery products and ice cream.
7. Establishments processing ready-to-eat, chilled, and prepared non-meat salads (such as potato, egg, tuna, chicken, turkey, ham, bean, macaroni, or cole slaw) must be Directory listed.
8. Only pasteurized juices are authorized for purchase by the DOD.
9. Directory listing for natural and artificial cream or fruit filled pie crusts, cakes, and cookies is not required if the finished item will not support pathogenic microbial growth.
10. Establishments producing finished products containing less than 3 percent by weight components of animal origin may be exempted from Directory listing by the command publishing this Directory.

SECTION J - LIST OF ATTACHMENTS AND EXHIBITS

Applicable documents, exhibits, and attachments for this contract are:

ATTACHMENT NO.	DOCUMENT	NO. OF PAGES
1.	Refuse Definitions	1
2.	Classification of Ships	3
3.	Floating Line of Demarcation Specification	3
4.	Picket Boat Operations & Specifications	2
5.	Armed Security Guard Operations	4
6.	Fuel Specifications	4
7.	Potable Water Specifications	6
8.	Water Taxi Specifications	5
9.	Fresh Bread Specifications	2
10.	Fresh Eggs Specification	1
11	Request for Sanitary Inspection	2
12.	Quality Assurance Provisions	17

ATTACHMENT NO.	DOCUMENT	NO. OF PAGES
A	Schedule of Supplies and Services	14
B	Port Tariff	3
C	OOTW Sample of Provisions	2
D	CRAFT Report	13

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: N4034506RCSG0029

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-06-D-1005	29-Sep-2006		N40345-06-T-0024	18-Sep-2006

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)* 8. OFFER DUE DATE/LOCAL TIME 02:00 PM 26 Sep 2006

9. ISSUED BY CODE N40345

U.S. FLEET AND INDUSTRIAL SUPPLY CENTER
DET SINGAPORE
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SMALL BUSINESS
  - [ ] HUBZONE SMALL BUSINESS
  - [ ] 8(A)

NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [X] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING 12

14. METHOD OF SOLICITATION
- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE LTD
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED
- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$153,512.21

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE
- [X] OFFER DATED 26-Sep-2006 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED 28-Sep-2006

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) CONTRACTING OFFICER

TEL: (b)(6), (b)(7)(C)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)		PAGE 2 OF 62

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	Base Period - Husbanding Service FFP LOT 1 and LOT 2 See Exhibit A for a complete listing of all CLINS and SUBCLINS for this CLIN. THIS SOLICITATION IS ISSUED USING THE SIMPLIFIED ACQUISITION PROCEDURES AS AUTHORIZED BY FAR PART 13.5 Price excluding Port Tariff for LOT 1 and LOT 2 = Estimated US$140,121.25 Price including Port Tariff for LOT 1 and LOT 2 = Estimated US$153,512.21 FOB: Destination PURCHASE REQUEST NUMBER: N4034506RCSG0029				
				ESTIMATED NET AMT	$153,512.21

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
9000	Exhibit A - ELIN's FFP FOB: Destination PURCHASE REQUEST NUMBER: N4034506RCSG0029				
				ESTIMATED NET AMT	$0.00

Section C - Descriptions and Specifications

OVERVIEW SECTION III
OVERVIEW OF CONTRACT

1. OBJECTIVE - The objective of this contract is to obtain husbanding services for U.S. Navy ships visiting Vasco Da Gama, GOA and All other Ports in India with the exception of Chennai and Cochin.

2. SCOPE

2.1. This contract is for Husbanding Services (HS). It is to provide services and supplies requested by the ships while in port.

2.2. The contract may be subdivided into Lots. Lots may be for individual Ports or they may include several Ports under one Lot. For this contract, Lot 1 is Vasco Da Gama, GOA and Lot 2 is All Other Ports in India with the exception of Chennai and Cochin.

2.3. The individual HS items provided under this contract are listed in Section B, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).

2.4. There is also a requirement to assist the ship in obtaining unforeseen additional items relating to husbanding of the ship in port.

2.4. The holder of this contract is a US Navy contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price Requirements contract. The Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services.

4. DURATION OF CONTRACT - This contract is for three months and will commence 01 Oct 2006 through 31 Dec 2006. Additionally, the contract will include FAR 52.217-8 OPTION TO EXTEND SERVICES clause. The possible contract duration is nine (9) months if the six (6) month extension of services is exercised under FAR 52.217-8.

5. CONTRACT USERS

5.1. Mandatory Users - U.S. Navy ships visiting locations covered under this contract are required to use this contract if HSs are requested (with the exceptions noted below). Ship classifications are listed in Attachment 2.

5.2. Optional Users - The following types of U.S. ships are not required to use this contract but may use it if desired. The Contractor is obligated to provide the service or supply at the same rates listed in The Schedule:

- Military Sealift Command Ships (USNS)
- U.S. Coast Guard (USCG) Ships
- U.S. Army Ships
- DoD Chartered Ships
- U.S. Government personnel conducting business in locations under this contract.

5.3. Exceptions: The Government has the choice to use or not use this contract under the following types of situations:

- During U.S. Military Exercises or Operations.
- When Host Nation provided support is available.
- When U.S. Government owned supplies or services are available.

- When ship repair work is being done in conjunction with the Port Visit.

6. MULTIPLE SHIP VISITS - The contractor is required to be able to simultaneously Husband a maximum of 6 ships at one time.

7. ESTIMATED QUANTITIES - The number of ship visits and required services or supplies are only estimates. There is no guarantee that the government will meet or exceed the estimates. The ship is not obligated to use all items in The Schedule.

8. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities, or finally provide it themselves to include subcontractors. The Schedule lists what items are available through HN and Port Authorities.

9. MARK V (HSIC) SPECIAL OPERATIONS CRAFT - Mark V (HSIC) Special Operations Craft may be in port or in the direct vicinity for up to 90 days conducting operations. The Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels normally travel in pairs and Management fees will be based on the total fee for the pair of boats. Attachment 2 provides details.

10. LONG TERM SHIP VISITS – For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The contractor would charge $300 for the first day, $100 for the subequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit. During the period of reduction, the Contractor is relieved of all husbanding requirements specified by the Contracting Officer, Ordering Officer and / or AGR as unnecessary; and shall continue to provide only those services specifically authorized by the Contracting / Ordering Officer via verbal and /or written modification of the delivery order (CHT, trash removal, potable water etc).

11. SHIPYARDS - U.S. Navy Ships in shipyards may order off of this contract without incurring Management Fees.

12. OTHER PERSONNEL – Other U.S. personnel conducting business at locations covered by this contract may order off of the contract without incurring Management Fees. These orders do not involve continuous management of husbanding services and maybe for items such as vehicles, phones or other services.

13. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English.

14. STANDARDS FOR PROFESSIONAL SERVICES

14.1. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

14.2. The Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

14.3. The Contractor is responsible for ensuring that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

14.4. The Contractor will ensure that subcontractors comply with these requirements.

14.5. The Contractor is reminded that it must comply with all applicable laws and regulations pertaining to Ethics and Standards of Conduct. The Contractor shall refrain from providing gratuities, upgrades, entertainment, food, parties and any other prohibited items.

15. HEIGHTENED VIGILANCE - The contractor has an obligation to be alert at all times in order to contribute to the protection of the ship and its crew. The contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The contractor also has an obligation to report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

16. The Contractor will fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the Contractor will identify to Navy Force Protection Personnel and NCIS representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The Contractor will arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

17. EQUIPMENT - All vehicles, watercraft, and equipment provided under this contract must be in sound mechanical condition, be in compliance with local laws and specifications under this contract, meet all local safety standards, and have all required current certifications and insurance.

18. RESERVED – (GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM))

19. CONTRACT PRICING

19.1. Contract Currency – All contract prices are in U.S. Dollars (US$).

19.2. Fixed Price - Prices are firm-fixed-price per unit and are inclusive of ALL costs.

19.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

19.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

19.2.3. Pre-Positioning / Pre-Staging. All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

19.2.4. Repositioning equipment. All repositioning of equipment when required shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

19.2.5. All local Government taxes are included in the unit cost.

19.3. Port Tariff (PT) or other controlled prices - (See Exhibit B - Port Tariffs) Items listed as PT where a port or local government type organization controls the price will be paid at the current published rates. For example, if a port provides the Tug boat then the Contractor can only charge the U.S. Government what was charged for the Tug by the port.

19.4. Time Calculations. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged.

19.5. Demurrage. Demurrage charges shall only be charged if the Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a CHT truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but was not attended to until 1500 hrs when pumping begins. The contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs). Demurrage charges will be charged as stated in the schedule of supplies and services. This only applies to CLINS that have demurrage charges as sub-CLINs.

20. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

DY	Day
EA	Each
GL	Gallon (3.785 Liters)
HR	Hour
JB	Job
LO	Lot
NSP	Not Separately Priced
PT	Port Tariff
TP	Trip
PK	Package

21. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any supply or service.

- CAMELS: See Fenders

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the year of the contract. The base year is zero (0), the first Option Year is one (1), and the second Option Year is two (2). (For example a base year would be 0XXX, and the first Option Year is 1XXX, and the second Option Year is 2XXX.) The second digit indicates the Lot number. (For example Lot 1 would be X1XX, Lot II would be X2XX) If there are no Lots in the contract then the second digit will be zero. (For example X0XX) The third and fourth digits are the service or supply item number. (For example XX01 is the first item, XX02 is the second item, and so forth.) If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX12 for Force Protection could be divided into XX12AA for Beach Guard Office and XX12AB Dive and Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: A calendar day.

- Delivery Order (D.O.): A delivery order is an order for supplies placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge. Car and/or truck tires are not to be used as Fenders or Camels.

- FORCE PROTECTION (FP). Security measures to protect a ship and their crew from dangerous situations such as terrorist actions. FP includes taking as many steps as possible to deter an attack. The HS contractor is responsible for contract FP items.

- GARBAGE: See Attachment 1 – Refuse Definitions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL: Items fully transferred to the Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Government tax is a levy on goods and services made in the local country. The tax rate will vary from with the location. U.S. Navy is usually exempt from Government Taxes.

- HOST NATION: The country, which is being visited by the U.S. ship.

- HUSBAND: To provide all supplies and services requested by a ship during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other contractors work with the ship, assisting with Non-Contract item requests, and generally taking care of all the needs of the ship and personnel on board. It should utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION:

Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPERATELY PRICED (NSP): Item that is not seperately priced. Cost of the item should be factored into the Mangement Fee.

- POINT OF CONTACT (POC): A designated individual who is responsible for an item and is a single interface. The individual must be knowledgeable of the item and be able to answer questions and make decisions or obtain a decision when required.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples are pilot services, tugs, security guards, and potable water. The Contractor has no control over the price and the ship will pay the prevailing rate at the time of service.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- RESERVED: An item not used in this contract.

- RUBBISH: See Attachment 1 – Refuse Definitions.

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and is authorized to sign contracts and place orders.

- Task Order (T.O.): A task order is an order for services placed against an established contract or with Government sources.

- TRASH: See Attachment 1 – Refuse Definitions.

22. CONTRACTOR REPRESENTATIVE – The Government shall contact the following Contractor person(s) for prompt contract management:

Name of Individual: Leonard G. Francis

Title of Individual: Managing Director / (b)(6), (b)(7)(C)

Mailing Address: 15D Pandan Road
Singapore 609266

Tel No. (Work) (65)6272-7937

Fax No. (Work) (65)6270-7240

Mobile: (65)9798-3155

(b)(6), (b)(7)(C)

E-mail address: Leonard@glennmarinegroup.com (b)(6), (b)(7)(C)@glennmarinegroup.com
glenncom@glennmarinegroup.com /
glenncom@glennmarinegroup.com

SECTION C2 – STATEMENT OF WORK

TASKS: The Contractor shall perform the following tasks when ordered by an AGR.

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 2 – Classifications of Navy Ships)

1.1. PRE-ARRIVAL HUSBANDING DUTIES

1.1.1. The Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The Contractor shall order requested services and supplies.

1.1.3. The contractor shall furnish to each ship and FISC Det Singapore Contracting Officer a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated quantities and prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship's arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs.

1.1.4. These estimates shall be provided for all US Navy, Military Sea-lift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the Husbanding Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché' at the U. S. Defense Attaché Office.

1.1.6. The Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

1.1.7. The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements. For example, the HS Contractor would coordinate Provisioning contractors delivery dates, times, forklifts, cranes, stevedores, inspections, or any other item needed for them to perform their work at the berth.

1.1.8. The Contractor shall assist the ship's Advance Party to include planning and coordination meetings.

1.2. POST-ARRIVAL HUSBANDING DUTIES

1.2.1. The Contractor shall Husband the ship when at the berthing location.

1.2.2. The Contractor shall install all equipment upon ship arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The Contractor shall brief the designated ship representative about Contractor provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. Also, the contractor will provide their POC information with 24-hour contact phone numbers.

1.2.5. The Contractor shall provide a copy of Overview, The Schedule and SOW to the SUPPO.

1.2.6. Money Exchange Services

1.2.6.1. Moneychangers: The Contractor shall arrange for authorized moneychangers to exchange ship personnel U.S. dollars with local currency. The moneychangers may include a nominal commission of no more than plus or minus 1.5% difference from the Official Rate as stated below.

1.2.6.2. The Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. This Official Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.7. Laundry Services

1.2.7.1. The contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure.

1.2.8. RESERVED – (Interpreter Services)

1.2.9. Mail Delivery Service

1.2.9.1. The Contractor shall provide mail pick-up and delivery service for the ships. The ship must provide military members to escort the mail.

1.2.10. Moral Welfare and Recreation (MWR) Services:

1.2.10.1. The Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) contractor servicing the ship.

1.2.10.2. If an ITT contract has been awarded which covers the port then the HS Contractor must refer all MWR requests to the authorized ITT contractor. If awarded, the ITT contractor is the U.S. Navy's sole representative for this service. Only MWR may sell, offer, offer to sell, or collect a fee for booking or providing accommodation, tours, travel, recreation or entertainment to the ship's crew. Under no circumstances will the Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

1.2.11. Passing Ship's Orders: The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements. For example, the HS Contractor would coordinate Provisioning contractors delivery dates, times, forklifts, cranes, stevedores, inspections, or any other item needed for them to perform their work at the berth. The HS Contractor shall also arrange for these contractors invoicing and payments by the ship. The HS contractor must have a mutual agreement with the other contractors to perform these services for them. Any disputes or discrepancies arising from the order will be resolved directly between the ship and the other contractor(s) with assistance from the HS Contractor and FISC Det Singapore.

1.2.12. Customs & Immigration: The Contractor shall assist ship personnel with immigration and customs requirements into their country. This includes providing Visa and Customs application forms. The Contractor shall contact the AGR prior to arrival to ascertain how many personnel will require assistance.

1.2.13. The Contractor shall facilitate the ship's timely departure.

1.2.13.1. The Contractor shall provide a cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.13.2. The Contractor must obtain an acceptable written receipt from an authorized ship personnel accepting all services or supplies provided.

1.2.13.3 The Contractor shall coordinate with other US Government contractors in performing their required services. Example would be coordinating provisioning contractor delivery times, dates, and equipment needed.

1.2.13.4. The Contractor shall remove all provided equipment.

1.3. ARRANGING SUPPLIES AND SERVICES

1.3.1. When requirements exist for items not priced in the Schedule of Supplies and Services, the Contractor shall assist the Supply Officer of the vessel in obtaining information from, and delivering information to, reliable sources for these items by identifying responsible sources, performing market surveys, providing pricing information from at least three sources whenever feasible, and delivering Government orders. In obtaining or delivering this information, the Contractor shall inform the potential sources that it is solely obtaining and delivering information for the U.S. Navy, and is not entering into any contractual commitment. The information obtained shall be submitted to the ship's Supply Officer and courtesy copy to FISC Det Singapore Contracting Officer who shall issue appropriate contractual documents. The Contractor shall deliver to the vendor the Supply Officer's or Contracting Officer's order to purchase the supplies or services. This order shall be in writing (facsimile and electronic transmission included) and signed by the Supply Officer or Contracting Officer specifying the price, item(s), quantity, and delivery requirements of the order. The Contractor shall facilitate receipt of the items by the ship. The Contractor is not required to arrange unofficial requirements or personal requests from individual crewmembers

1.3.2. In the event the above process cannot be followed by the Supply Officer, the Contractor is still responsible for promoting competion to the maximum extent practicable to obtain supplies and services from the sources whose offer is the most advantageous to the Government. In addition, if the supply or service required is greater than $2,500, the Contractor shall provide information on the results of competition conducted by providing name of the sources contacted, amount of each offer received (indicating the items ordered, quantity, unit price and total price) and rational for the decision. This information must be provided to FISC Det Singapore Contracting Officer during the ship visit or no later than 7 days after the ship's departure from the visited port. The Contractor's responsibility to promote competition as indicated in this paragraph will be evaluated based on the criteria established in Section III, paragraph 14: Standard for Professional Services, paragraph 14.1 and 14.2.

1.3.3. No later than 60 days after contract award, the contractor is required to submit written policy and procedures on Arranging Supplies and Services (to include purchasing procedures). The Contracting Officer will review the plan for acceptability, and may require revisions to the policy. When the Contracting Officer deems the written policy and procedures acceptable to the Government, the Contracting Officer will approve the plan.

1.4. Pre-Sailing Visit: The Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor's best estimate and an adjustment will be made later.

1.4.1. The Contractor shall also provide any invoices for port tariff items which have been completed for certification by the ship's Supply Officer.

1.4.2. Copies of all invoices presented to the ship shall be provided to FISC Det Singapore Contracting Officer within 5 working days from the departure of the visiting vessel.

1.4.3. The Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for this information shall be the Command Duty Officer, Supply Officer, or his designated representative.

3. BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship and have a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The Contractor shall place fenders between the breasting barge and the ship.

3.3. The Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. BROW (CLIN XX04)

4.1. The Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not to damage the surface of the pier.

4.2. Due to the dramatic height difference between the submarine deck and pier, the contractor provided submarine brow must afford personnel a smooth and safe transit when entering or exiting the submarine deck. Also, the submarine brow must be capable of supporting shore power cables without damaging the cable.

5. RESERVED (CAMELS) - (CLIN XX05) - The Contractor shall provide camels as fenders for the ship.

6. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX06)

6.1. The Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

6.2. The Contractor shall pump sewage from the ship to Contractor provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

6.3. The Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

6.4. The contractor shall provide CHT hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

6.5. When collection of CHT is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to vessel and with a minimum of four (4) mooring lines to secure alongside the ship.

6.6. The Contractor shall properly dispose of all sewage in accordance with C1. Paragraph 14. Standards For Professional Services.

6.7. A port surcharge may be levied for CHT services. The applicable surcharge will be calculated using the total cost of CHT services. An example would be where a surcharge of 15% is levied. If the total cost of CHT removal and disposal is US$5,000.00 then the surcharge would be US$750.00.

7. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX07)

7.1. The Contractor shall arrange for landlines to be installed aboard the ship.

7.2. The Contractor shall provide fully charged, mobile hand phones with charges capable of using dual voltage.

7.3. The Contractor shall provide activation, auto-roaming, long distance accounts, and airtime for land and hand phones.

7.4. The Contractor shall provide Prepaid International Calling Cards.

8. CRANE (CLIN XX08) - The Contractor shall provide cranes with operators, required assistant personnel, and support equipment such as slings, lifting bars, and nets. When ordered, the Contractor is required to provide mobile crane services (shore crane and floating crane) with operator. The Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

9. DOCKAGE AND WHARFAGE FEE (CLIN XX09) - The Contractor shall provide pier and wharf usage.

10. FENDERS (CLIN XX10) - The Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

11. FLEET LANDING (CLIN XX11) - The Contractor shall provide a Fleet Landing site at designated piers. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct FP operations.

12. FORCE PROTECTION (CLIN XX12)

12.1. General: (CLINs XX01 & XX02) The Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The Contractor will follow the requirements below unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

12.1.1. Access Points: The Contractor shall establish a single entry and exit point to the pier area.

12.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

12.1.3. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

12.1.3.1. Background Checks. The Contractor shall run security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees who fail this background investigation.

12.1.3.2. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

12.1.3.3. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

12.1.4. Access Lists: The contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

12.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

12.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

12.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

12.1.5. Inspections. The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

12.1.6. Stand-Off Distances:

12.1.6.1. Objects: The Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.1.6.2. Unloading Zones: The Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship or to the maximum extent practicable.

12.1.7 Warning Signs: The Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

12.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. A clear warning must be given that the use of deadly force may be authorized by the local security guards or police force.

12.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area & Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

12.2. Non-Contract FP Measures: The contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Det Singapore KO. The Contractor must explain what the FP service will entail and why it is being required. The KO will coordinate this requirement with appropriate FP personnel at FISC Det Singapore and COMLOGWESTPAC. Once a decision is made then the contractor will be either authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

12.3. Beach Guard Office or Tent (CLIN XX12AA)

12.3.1. The Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ships personnel while performing security checks on personnel, baggage, and vehicles.

12.3.2. The office or tent will be large enough to accommodate a minimum of 5 people. Tents will have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions. The office or tent shall be well lighted and identified for its intended use. The contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 lb, CO2 fire extinguisher will be provided and kept fully charged.

12.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

12.4. Dive and Vetting Operations (CLIN XX12AB AND CIN XX12AC)

12.4.1. The Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

12.4.2. The pier will be vetted prior to the ships arrival.

12.4.3. The Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

12.4.5. The Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

12.5. Floating Line of Demarcation (CLIN XX12AD THROUGH CLINXX12AF)

12.5.1. The Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FPM is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FPM is not designed to stop approaching unauthorized watercraft by fouling their propellers. Rather it is to help identify a safe standoff zone.

12.5.2. The Contractor shall comply with the specification of the FLD in Attachment 4.

12.6. Perimeter Fencing (CLIN XX12AG AND CLIN XX12AH)

12.6.1. The contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the Contractor will provide portable chain link fencing with vehicle and walk up entrances.

12.6.2. The perimeter fence provided by the Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved
Entry Point: Entry available for vehicles and personnel.

12.7. Physical Security Barriers (CLIN XX12AJ THROUGH CLIN XX12AM)

12.7.1. The contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

12.7.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used. As well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

12.7.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zig zag patterns to control the speed of access.

12.7.4. A personnel entry point must be established through the barriers.

12.7.5. Barriers may also be used to seal off secondary Port gates.

12.7.6. All barriers must be placed prior to a ships arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

12.8. Picket Boats (CLIN XX12AN AND CLIN XX12AP)

12.8.1. The Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

12.8.2. The Contractor shall comply with Attachment 4 for picket boat operations.

12.9. RESERVED (Portable Latrine) - (CLIN XX12AQ)

12.9.1. The Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

12.9.2. The Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

12.9.3. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

12.9.4. The Contractor shall clean latrines twice daily.

12.10. Portable Lighting (CLIN XX12AR)

12.10.1 The Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Ports installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship.

12.10.2. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

12.11. Security Guards on Picket Boat (CLIN XX12AS)

12.11.1. The Contractor shall provide security guards to patrol in picket boats. The Contractor shall comply with Attachment 5 for security guard operations.

12.12. Security Guards Pierside (CLIN XX12AT AND CLIN XX12AU)

12.12.1 The Contractor shall provide security guards Pierside to ensure only authorized personnel, vehicles, and material are allowed into restricted areas.

12.12.2. The Contractor shall comply with Attachment 5 for security guard operations.

12.13. Two Way Radios (CLIN XX12AV) The Contractor shall provide two way radio sets capable of communicating with the ship to designated individuals.

12.14. Handheld Explosive Detectors (CLIN XX12AW AND CLIN XX12AX) The Contractor shall provide handheld explosive explosive detectors capable of detecting explosives.

12.15. Handheld Wand Metal Detectors, High Sensitivity Type (CLINXX 12AY AND CLIN XX12AZ) The Contractor shall provide handheld metal detectors capable of detecting metal.

12.16. X-ray machines with high resolution color (CLIN XX12BA) The Contractor shall provide X-ray machines that are capable of X-raying hand carried luggage and bags to determine its contents.

12.17. Walk thru Metal Detectors with high sensitivity four zones (CLIN XX12BB) The Contractor shall provide walk thru metal detectors capable of detecting metal.

13. FORKLIFT WITH OPERATOR (CLIN XX13) The Contractor shall provide forklifts with operators for loading and unloading operations. Sizes in the schedule indicate the maximum lifting capacity of the forklift.

14. FUEL (CLIN XX14)

14.1. Normally, fuel is provided by the HN or by other U.S. Government bunkering contracts. However, if those sources are not available then the HS contractor may be required assist in obtaining the fuel. In that case, the Husbanding Contractor must comply with this paragraph and must ensure the attached specifications are met by the fuel provider.

14.2. If a ship requires the Husbanding Contractor to provide fuel, the Husbanding Contractor shall contact the bunkering contractor or HN source. If the HN or bunkering contractor can provide the fuel within the time needed, the Husbanding Agent shall so inform the ship. However, if the HN or US Government bunkering contractor cannot deliver the fuel when required by the ship, the Contractor shall so inform the SUPPO or NRCC and request approval to proceed. Only after this is done may the Contractor arrange for fuel delivery.

14.3. The Contractor shall only charge fuel at the daily commercial fuel rate established by the port or local authorities. The Contractor shall provide documentation of the daily rate to the SUPPO. The fuel price charged shall be free on board the ship whether at pier side or at anchor. Compensation for all husbanding efforts or costs

associated with assisting in the acquisition and delivery of fuel (for instance, dealing with customs authorities) are included in, and otherwise covered by, the daily fixed husbanding services rates set out in the Schedule of Supplies/Services of this contract.

14.4. The Contractor shall provide documentation to the ship fuel officer that the fuel meets the specifications in Attachment 7 – Fuel Specifications.

14.5. The Contractor shall provide a fuel barge or truck to transport fuel to the ship.

14.6. The Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

14.7. The Contractor shall load the ordered fuel and transport to the ship. The Contractor shall transfer the fuel from the fuel barge or truck to the ship. The Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

14.8. The Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

15. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX15)

15.1. The Contractor shall remove and dispose of garbage and trash from the ship.

15.2. The Contractor shall provide dedicated refuse bins to the ship.

15.3. If collection is done by sea, the Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship, and at least four (4) mooring lines to secure alongside the ship.

15.4. The Contractor shall collect all loose refuse placed adjacent to refuse bins.

15.5. The Contractor shall immediately clean up any spilled refuse.

15.6. The Contractor shall properly dispose of all collected refuse.

16. LINESBOATS (CLIN XX16) The Contractor shall provide Linesboats to assist in docking line handling operations.

17. LINE HANDLERS (CLIN XX17)

17.1. The Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier.

17.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

18. RESERVED (MANLIFT) - (CLIN XX18)

18.1. The Contractor shall provide a manlift with a full fuel tank.

18.2. The contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 each morning.

18.3. If an operator is not provided, the Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The Contractor shall maintain documentation of ship personnel acknowledgement of the training.

19. MATERIAL HANDLING (CLIN XX19) LIGHTERAGE (CLIN XX19AL, XX19AM & XX19AN)

19.1. The Contractor shall provide material handling services for the ship. They will receive material shipped to them to include clearing customs, store the items, report the status of the items, deliver to the ship, and forward the items if unable to deliver.

19.1.1. The Contractor shall use counter-to-counter delivery and charge by each Bill of Lading.

19.1.2. All material shipped shall be labeled "SHIP'S SPARE IN TRANSIT"

19.1.3. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to
ship'sarrival.

19.1.4. Shipping documents shall be labeled 'SHIP'S SPARE(S) IN TRANSIT' and addressed to the ship's Commanding Officer of the Unit, care of The Contractor.

19.2. The Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel.

19.3. The Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

19.4. The Contractor shall use forklifts and cranes from The Schedule.

19.5. The Contractor shall receive the package from the carrier and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

19.6. The Contractor shall deliver the packge to the ship after arrival in port or the following morning.

19.7. The Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

19.8. The Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship.

19.9. The Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

20. RESERVED (MISCELLANEOUS) - (CLIN XX20)

21. RESERVED (OIL BOOMS) - (CLIN XX21)

21.1. Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water.

21.2. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

21.3. The Contractor shall dispose all oil waste caught in the Oil Boom.

21.4. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

22. RESERVED (OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL) - (CLIN XX22)

22.1. The Contractor shall remove oily waste and aggregate water from the ship.

22.2. The Contractor shall pump oily waste and aggregate water from the ship to Contractor provided equipment.

22.3. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship duty engineer shall verify in writing the amount removed.

22.4. The contractor shall provide hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

22.5. When removal is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines to secure alongside the ship.

22.6. The Contractor shall properly dispose of all oily waste and aggregate water.

22.7. The Contractor shall pre-position Oily Waste Barges / Trucks when necessary, in accordance with Force protection or other requirements.

23. RESERVED (PAINT FLOAT) - (CLIN XX23)

23.1. The Contractor shall provide paint floats to hold personnel painting the ship.

23.2. The paint float deck shall be between two (2) to three (3) meters above the waterline and the scaffolding shall be no higher than 3.5 meters from the deck.

23.3. The ship is responsible to secure the paint float to the ship if rented for more than one day.

24. PILOTS (CLIN XX24) - The Contractor shall provide pilots to navigate the ship to and from the berthing locations.

25. POTABLE WATER (CLIN XX25) - The Contractor shall deliver fresh, potable water to the intake hose of the requesting ship in accordance with Attachment 7.

26. RESERVED (PRATIQUE) - (CLIN XX26) The Contractor shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

27. RESERVED (REEFER CONTAINER) - (CLIN XX27)

27.1. The Contractor shall provide reefer containers with power source for refrigerated storage.

27.2. The Contractor shall provide diesel generators with fuel and properly sized to operate reefers continuously. Generators shall emit sound levels of less than 84 decibels.

27.3. The Contractor shall make all power connections between the generator and reefer.

27.4. The Contractor shall operate the reefer at the temperature specified by the ship.

28. RESERVED (SHORE POWER) - (CLIN XX28)

28.1. The Contractor shall provide diesel generators with fuel along side the ship to supply shore power to the vessel. Generators shall emit sound levels of less than 84 decibels.

28.2. The Contractor shall provide all cables and make all power connections between the generator and ship.

29. RESERVED (SHORE STEAM) - (CLIN XX29) - The Contractor shall provide Shore Steam to the ship.

30. STEVEDORES (CLIN XX30) - The Contractor shall provide stevedores and supervisors for general labor.

31. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX31)

31.1. The Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

31.2. The Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

32. TRANSPORTATION VEHICLES (CLIN XX32)

32.1. The Contractor shall provide vehicle service with drivers for official government business.

32.2. The Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

32.3. The Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

32.4. The Contractor shall provide drivers who can speak and understand English clearly.

32.5. The Contractor shall provide only vehicles with air conditioning.

32.6. The Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

32.7. The Contractor shall return all items left in rental vehicles to the ship's SUPPO.

32.8. The Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

33. TUGS (CLIN XX33)

33.1. The Contractor shall provide tugs to bring ships to and from berthing locations.

33.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

33.3. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

34. WATER TAXIS (CLIN XX34)

34.1. The Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 8.

34.2. The Contractor shall return all items left in water taxis to the ship's SUPPO.

34.3. The Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times.

35. CRAFT REPORT (CLIN XX 35AA): The Contractor shall prepare and submit a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit C – CRAFT Report. The report shall be submitted to the FISC Det Contracting Officer or designated representative within five working days of each ship's departure.

Section F - Deliveries or Performance

DELIVERY OR PERFORMANCE

1.0 Period of Contract: Period of contract for the purpose of issuing task orders shall be as follow:

Period of Performance: 1 Oct 2006 through 31 Dec 2006

2.0 Place of Performance: The husbanding services required under this contract shall be performed at the following ports:

Vasco Da Gama, GOA
All Other Ports in India with the exception of Chennai and Cochin

Section G - Contract Administration Data

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (FAR 52.212-4) (OCT 2003) - ADDENDUM

(a) Paragraph "(c)" of FAR 52-212-4. Does not apply to this solicitation.

(b) ORDERING ITEMS ON CONTRACT – Authorized Ordering. Only Authorized Government Representatives (AGRs) can place orders against this contract. AGRs for this contract are;

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any FISC Det Singapore warranted KO or their authorized representative.

(c) Oral Orders (Indefinite Delivery Contracts) (SUP 5252.216-9402) (JAN 1999). Oral orders may be placed, provided the following conditions are complied with:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.

(3) Invoices for supplies or services furnished in response to total orders will be accompanied with a received copy of each related delivery ticket.

(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

(d) Written Orders (Indefinite-Delivery Contracts) (SUP 5252.216-9403) (JAN 1992). All requests for Services and Supplies must be documented by an AGR with a written Task or Delivery Order using a SF 1449 or DD Form 1155. The order should be given as soon as possible but no later than 48 hours prior to ship arrival. Written orders on Standard Form 1449/DD Form 1155 will contain the following information, consistent with the terms of the contract:

(1) Date of order;
(2) Contract number and order number;
(3) Item number and description, quantity, and unit price;
(4) Delivery or performance date;
(5) Place of delivery or performance (including consignee);
(6) Packaging, packing, and shipping instructions, if any;
(7) Accounting and appropriation data;
(8) Any other pertinent information.

(e) Ordering Non-Contract Items (NCI)

(1) NCIs may be requested using standard procurement procedures. Once requested, the contractor will assist in obtaining the item.

(2) The Contractor shall provide a separate invoice for all Non-Contract Items with supporting documentation to the ship SUPPO for payment in accordance with standard procurement procedures.

(3) If payment is to be made by NRCC Singapore on behalf of the procuring vessel, the Contractor shall obtain all required documentation from the ship in order for payment to be effected.

(f) Short Notice Orders. Occasionally, there may be short notice orders of less than 48 hours, which the contractor should support if possible. If the Contractor cannot support these requirements, then the AGR may solicit them from other companies.

(g) Method of Ordering: Orders may be issued by phone, facsimile or by E-mail.

(h) Substitutions. Substitution of ordered CLINs shall not be allowed unless authorized and accepted in writing by the AGR and requiring activity. If accepted by the AGR or requiring vessel, substituted CLINs shall only be charged at the rate of the originally ordered CLIN. An example would be if a 20-pax bus was ordered, but was not available and substituted with two 10-pax vans. The Contractor will only be able to charge for one 20 pax bus not two 10 pax vans. If the requiring activity and AGR agree to rates of the substituted CLINs, then it is not considered to be a substitution but a change to the requirement.

(i) Cancellation Of Orders

(1) Unless otherwise provided herein, in the event an order is canceled at least 24 hours prior to the required delivery, the U.S. Government will not be liable for any charges. For any order not canceled at least 24 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled “Termination for the Government’s Convenience (FAR 52.212-4) Addendum (Feb 2002)”, as negotiated. Any disagreements shall be subject to the Disputes clause in the contract.

(2) In rare cases where long lead items were ordered, the Government may negotiate cost reimbursement under the Termination for the Government’s Convenience clause as stated above.

(3) In all cases, the Contractor is responsible for taking all necessary steps to mitigate any damages or termination costs on behalf of the U.S. Government.

(j) Invoices And Payments

(1) Payment will be made by the ship prior to departure from the port.

(2) If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Office, NRCC Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury Check.

(3) It is the Contractor’s responsibility to provide documents with all required information. Payment will only be made after delivery and acceptance of services.

(4) The Contractor must accept the U.S. Government Commercial Purchase Card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPC is Mastercard.

(k) Payment by Third Party (FAR 52.232.36*)* (MAY 1999) - This clause is incorporated by reference.

(l) Ordering (FAR 52.216-18) (OCT 1995)

(1) Any supplies and services to be furnished under this contract shall be ordered by issuance of task/delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award to final day of the contract.

(2) All task/delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a task/delivery order or task order and this contract, the contract shall control.

(3) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the schedule.

(h) Order Limitations (FAR 52.216-19) (OCT 1995)

(1) *Minimum ordering amount.* When the Government requires supplies or services covered by this contract in an amount of less than US $50.00, the Government is not obligated to order, nor is the Contractor obligated to furnish, those supplies or services under this contract.

(2) *Maximum ordering amount*. The Contractor is not obligated to honor --

(i) Any order for a single item in excess of the estimated quantity for that item, which is identified in the pricing schedule of this contract;

(ii) Any single order for a combination of items in excess of the total estimated dollar value for the applicable performance period of this contract; or

(iii) A series of orders from the Government within 120 days that together call for quantities exceeding the estimated quantities identified in the pricing schedule by more than two hundred percent (200%).

(3) This is a requirements contract (which incorporates FAR 52.216-21), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(4) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum ordering limitations in paragraph (b), unless the order(s) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to furnish the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the required supplies or services from another source.

(i) Contract Type. The resulting contract will be a Fixed Price Requirements contract.

(j) Requirements (FAR 52.216-21) (OCT 1995)-(ALTERNATE I) (APR 1984)

(1) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(2) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the

Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(3) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(4) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(5) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(6) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after thirty (30) days beyond the expiration of the contract.

(k) Option To Extend Services (FAR 52.217-8) (NOV 1999) (MODIFIED). In order to maintain continuity of service, the Government may require continued performance of any services within the limits and at the rates specified in the contract. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise this option by written notice to the contractor within fifteen (15) days before the contract expires.

(l) Option To Extend The Term Of The Contract (FAR 52.217-9) (MAR 2000)

(1) The Government may extend the term of this contract by written notice to the Contractor within 15 days prior to the expiration of the current performance period of the contract; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(2) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(3) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty-six (66) months.

(m) Inconsistency Between English Version & Translation Of Contract (FAR 52.225-14) (FEB 2000). In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(n) Taxes – Foreign Fixed Price Contracts (FAR 52.229-6) (JUN 2003). Incorporated by reference.

(o) Payment by Electronic Funds Transfer--Central Contractor Registration (FAR 52.232-33) (OCT 2003). Incorporated by reference.

(p) Changes – Fixed Price (AUG 1987) (FAR 52.243-1) - (ALTERNATE II) (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(q) Authorized Changes Only By The Contracting Officer (SUP 5252.243-9400) (JAN 1992)

(1) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(2) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(3) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and FAX telephone number of the Procuring Contracting Officer (PCO) are:

Commercial Address: FISC Detachment Singapore
PSA Sembawang Terminal
Deptford Road, Building 7-4, Unit 2-9
Singapore 759657

Military Address: PSC 470, Box 2100 PSC 470, Box 2100
FPO AP 96534-2100

FAX Numbers: (65)-6-750-2639 or 2382

SA 03-05 NAVSUP CLAIMANCY POLICY
Pinewood Nematode Free Solid Wook Packaging Material (SWPM) (Nov 2002) (NAVSUP)

(a) Definition. 'Pinewood nematode' as used in this provision, means a microscopic roundworm that has infested coniferous (softwood) trees.

(b) All non-manufactured wood lumber, pallets boxes, crates, containers, reels blocking and bracing, dunnage, drums, etc. for all shipments are required to be certified pest- (pinewood nematode) free. All wood pallets, boxes, crates, containers, reels, blocking and bracing, dunnage, drums, etc. ordered/delivered from vendors/suppliers shall be heat-treated and marked to the American Lumber Standards Committee (ALSC), NMWP policy and enforcement standards. The approved method for ensuring NMWP material is pinewood nematode free is as follows:

(i) Heat-treated to a minimum core temperature of 56°C(133°F) for at least 30-minutes in a closed chamber that has been tested evaluated, and approved officially for this purpose. In addition, the susceptible wood shall display an officially approved heat-treated marking enabling the identification of where and by whom the above treatment has been carried out.

(c) All bulk lumber procured for the fabrication of pallets, boxes, crates, containers, reels, skids, blocking and bracing, dunnage, drums, etc., shall be certified and marked as a part of the fabrication process, to the ALSC NMWP policy and enforcement standards. Vendors/Suppliers using ALSC-certified lumber to make or repair wooden boxes, crates, skids, containers, pallets, reels, drums, etc., must have formal processing procedures and documentation to ensure that only certified lumber leaves their fabrication point.

(d) This provision is self-deleting if the material or supplies are not shipped in NMWP material.

(e) Freedom of Information Act (FOIA) (U.S. CODE/552) – Contract prices may be released under a FOIA request.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (AUG 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C 3553).
(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]

_____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
_____ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
_____ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
_____ (4) [Reserved]
_____ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
_____ (ii) Alternate I (OCT 1995) of 52.219-6.
_____ (iii) Alternate II (MAR 2004) of 52.219-6.
_____ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
_____ (ii) Alternate I (OCT 1995) of 52.219-7.
_____ (iii) Alternate II (MAR 2004) of 52.219-7.
_____ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)).
_____ (8)(i) 52.219-9, Small Business Subcontracting Plan (JULY 2005) (15 U.S.C.637(d)(4)).
_____ (ii) Alternate I (OCT 2001) of 52.219-9.
_____ (iii) Alternate II (OCT 2001) of 52.219-9.
_____ (9) 52.219-14, Limitations on Subcontracting (DEC 1996)(15 U.S.C.637(a)(14)).
_____ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) ____% (10 U.S.C. 2323)
(if the offeror elects to waive the adjustment, it shall so indicate in its offer).
_____ (ii) Alternate I (JUNE 2003) of 52.219-23. ___%
_____ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
_____ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) ____% (Pub.L.103-355, section 7102, and 10 U.S.C. 2323).
_____ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004).
_____ (14) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).
_____ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006)(E.O. 13126).
_____ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
_____ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
_____ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
_____ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793).
_____ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)(38 U.S.C. 4212).
_____ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
_____ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
_____ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
_____ (23) 52.225-1, Buy American Act-Supplies (JUNE 2003)(41 U.S.C. 10a-10d).
_____ (24)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (JUNE 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub.L. 108-77, 108-78, 108-286, and 109-53).
_____ (ii) Alternate I (JAN 2004) of 52.225-3.
_____ (iii) Alternate II (JAN 2004) of 52.225-3.
_____ (25) 52.225-5, Trade Agreements (JUNE 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
_____ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006)(E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department

of the Treasury).
_____ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
_____ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
_____ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
_____ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
___X_ (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003)(31 U.S.C. 3332).
_____ (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999)(31 U.S.C. 3332).
_____ (33) 52.232-36, Payment by Third Party (MAY 1999)(31 U.S.C. 3332).
__X_ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996)(5 U.S.C. 552a).
_____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
_____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]
_____ (1) 52.222-41, Service Contract Act of 1965, as Amended (JULY 2005)(41 U.S.C. 351, et seq.).
_____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
_____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C.206 and 41 U.S.C.351, et seq.)
_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a),(b),(c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except

subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JULY 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.arnet.gov/far/
http://www.acq.osd.mil/dpap/dfars/index.htm

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acq.osd.mil/dp/dars/
http://www.arnet.gov/
http://farsite.hill.af.mil/

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUL 2006)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

___X__ 52.203-3 Gratuities (APR 1984)(10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) _____ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
(2) _____ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996)(15 U.S.C. 637).
(3) _____ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997)(15 U.S.C. 637 note).
(4) _____ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
(5) _____ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2004)(10 U.S.C. 2533a).
(6) _____ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005)(10 U.S.C. 2533a).
(7) _____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
(8) _____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
(9) _____ 252.225-7021, Trade Agreements (JUN 2006)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
(10) _____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
(11) _____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
(12) (i) _____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2006)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
(ii) _____ Alternate I (JAN 2005) of 252.225-7036.
(13) _____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
(14) _____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)(Section 8021 of Pub.L.107-248 and similar sections in subsequent DoD appropriations acts).
(15) _____ 252.227-7015, Technical Data--Commercial Items (NOV 1995)(10 U.S.C. 2320).
(16) _____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
(17) _____ 252.232-7003, Electronic Submission of Payment Requests (MAY 2006)(10 U.S.C. 2227).
(18) _____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub.L. 108-375).
(19) __X__252.243-7002, Requests for Equitable Adjustment (MAR 1998)(10 U.S.C. 2410).
(20) (i) _____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002)(10 U.S.C. 2631).
(ii) _____ Alternate I (MAR 2000) of 252.247-7023
(iii) _____ Alternate II (MAR 2000) of 252.247-7023
(iv) _____ Alternate III (MAY 2002) of 252.247-7023
(21) _____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)(10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall

include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003)(10 U.S.C. 2533a).
(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Public Law 108-375).
(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002)(10 U.S.C. 2631).
(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)(10 U.S.C. 2631).

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

SECTION J - LIST OF ATTACHMENTS AND EXHIBITS

Applicable documents, exhibits, and attachments for this contract are:

ATTACHMENT NO.	DOCUMENT	NO. OF PAGES
1.	Refuse Definitions	1
2.	Classification of Ships	2
3.	Floating Line of Demarcation Specification	3
4.	Picket Boat Operations & Specifications	2
5.	Armed Security Guard Operations	3
6.	Fuel Specifications	3
7.	Potable Water Specifications	6
8.	Water Taxi Specifications	4

ATTACHMENT NO.	DOCUMENT	NO. OF PAGES
A	Schedule of Supplies and Services	5
B	Port Tariff	1
C	CRAFT Report	3

10 Exhibit A – ELINs

Exhibit A – ELINs

9A Exhibit B - Port Tariff Type Costs

Exhibit B – Port Tariff Type Costs

9J Exhibit C – Craft Report

Exhibit c – CRAFT Report

ATTACHMENT 1

REFUSE SERVICE DEFINITIONS

The following are Refuse Definitions used for this contract:

2.0 **"Refuse"** includes all garbage, ashes, debris, rubbish and other similar waste material, and anything else delivered to the ship, but not taken onboard due to spoilage, etc., even though such refuse was not aboard the vessel when it arrived in port. Not included are explosives and incendiary waste and contaminated waste from medical and radiological processes.

3.0 **"Garbage"** means animal and vegetable waste (and containers thereof) resulting from the handling, preparation, cooking, and consumption of foods. Edible, or hog food, garbage is the portion of waste food, which has been segregated for salvage.

4.0 **"Ashes"** means the residue from burned wood, coal, coke, and other combustible material.

5.0 "**Debris**" means grass cuttings, tree trimmings, stumps, street sweepings, rooting and construction wastes, and similar waste material.

6.0 "**Rubbish**" means a variety of unsalvageable waste material such as metal, glass, crockery, floor sweepings, paper, wrappings, containers, cartons, and similar articles not used in preparing or dispensing food. Rubbish is further subdivided into:

7.0 "**Combustible Rubbish**" which can be burned readily in an incinerator or burning pit.

8.0 "**Noncombustible Rubbish**" which cannot be burned at ordinary incinerator temperatures (800 to 1,800 degrees F.)

9.0 "**Receptacles**" or "**Containers**" means cans, drums, bins, or similar receptacles, which can be handled easily, and multiple containers, which are handled by mechanical truck-mounted hoists. A **"bin"** is defined as a standard garbage bin used for this service which can vary in size. Size will be identified in The Schedule Sub-CLINs.

ATTACHMENT 2

SHIP CLASSIFICATIONS (DESCRIPTION OF U.S. NAVY SHIPS BY CLASS AND TYPE)

The following are Ship Classifications used for this contract.

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52

Class I

ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	77
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360
Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420
LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854
Class IV					
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082
T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276
T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

10.0The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

11.0 Displacement is expressed in tons and represents fully loaded displacement.

12.0 The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

13.0 There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

GLOSSARY OF TERMS AND ABBREVIATIONS

AGOS	RESEARCH SHIP
AGSS	RESEARCH SUBMARINE
AOE	FAST COMBAT SUPPORT SHIP
ARS	SALVAGE SHIP
AS	SUBMARINE TENDER
CG	GUIDED MISSLE CRUISER
CV	MULTIPURPOSE AIRCRAFT CARRIER (CONVENTIONALLY PROPULSION)
CVN	MULTIPURPOSE AIRCRAFT CARRIER (NUCLEAR PROPULSION)
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
FFG	GUIDED MISSLE FRIGATE
HSV	HIGH SPEED VESSEL
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCS	LITTORAL COMBAT SHIP
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LHD	AMPHIBIOUS ASSAULT SHIP (MULTI- PURPOSE)
LPD	AMPHIBIOUS TRANSPORT DOCK
LSD	AMPHIBIOUS CARGO SHIP
LSV	LOGISTIC SUPPORT VESSEL (ARMY)
HSIC	MARK V SPECIAL OPERATIONS CRAFT (1 PAIR)
MCM	MINE COUNTERMEASURE SHIP
MCS	MINE COUNTERMEASURE SUPPORT SHIP
MHC	MINE HUNTERS COASTAL
MSC	MILITARY SEALIFT COMMAND
PC	PATROL COASTAL SHIP
SSBN	BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSGN	CRUISE MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	ATTACK SUBMARINE (NUCLEAR PROPULSION)
T-AE	AMMUNITION SHIP (MSC)
T-AFS	COMBAT STORE SHIP (MSC)
T-AGOS	OCEAN SURVEILLANCE/PATROL SHIP (MSC)
T-AGS	SURVEYING/ OCEANOGRAPHIC SHIP (MSC)
T-AH	HOSPITAL SHIP (MSC)
T- AKE	DRY CARGO/AMMUNITION SHIP (MSC)
T-AKR	STRATEGIC SEALIFT SHIP (MSC)
T-AO	OILER (MSC)
T-AOT	TANKER (MSC)
T-ATF	FLEET OCEAN TUG (MSC)
WAGB	POLAR CLASS ICEBREAKERS
WHEC	HIGH ENDURANCE CUTTER

ATTACHMENT 3

FLOATING LINE OF DEMARCATION (FLD) SPECIFICATIONS

The following are the Governments basic requirements for the Floating Line of Demarcation Specifications to be used for this contract:

1. The Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around anchored ships. The purpose of the FLD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 120 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible to CNB radar. The Picket Boats will patrol outside of this visual reference. The FLD shall have an Entry Control Point (ECP) where authorized watercraft are allowed access to and from the ship. The Contractor shall provide at a minimum 2 (two) work boats to tend to the FLD at all times. The FLD is not designed to stop approaching unauthorized watercraft rather it is to help identify a safe standoff zone.

2. The size of the Floating Perimeter will be approximately 2500 meters to 2700 meters based on a ship's length of approximately 800 feet. At Singapore Man-of-War Anchorage, the perimeter will be positioned 400 feet (125 meters) outside the swing radius of the ship.

3. Weights sufficient to anchor the FLD in place to the seabed. The size and number of weights will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLD line intact at all times regardless of sea conditions.

4. The Contractor shall have communication capabilities, either VHF or cellular phone with MPA Port Operation Control, CNB and U.S. Navy vessel. The contractor shall report the status of the Floating Visual Line of Demarcation to MPA Port Operation control every two hours or other regular interval agreed upon between Contractor and MPA Port Operation Control.

5. The Contractor shall provide a minimum of two (2) work boats to tend the FLD at all times while the system is deployed.

6. The FLD shall be deployed in the most expeditious manner as soon as the U.S. Navy vessel is anchored.

7. When the FLD is retrieved, the Contractor must show documentary proof that all equipment deployed is removed from the location.

8. The Contractor shall provide the U.S. Navy, CNB and MPA an updated and current emergency contact list in case of contingencies.

9. Below are two examples of FLDs.

a. Example 1 - Continuous Line FLD –

i. Specifications: Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable ECP for access.

ii. Buoys or floats positioned every meter on the line sufficient to keep line afloat and visible on the surface of the water.

iii. Large yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 120 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible to CNB radar.

iv. Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the perimeter. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the perimeter intact and in position at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

b. Example 2 - Floating Buoy System (FBS)

i. Specifications: The FBS must clearly show a perimeter line and fully surround the ships at anchorage. Large yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) and positioned every 120 meters along the demarcation line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical. In addition, buoys must also be visible on CNB radar.

ii. Weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions. Failure to do this may result deduction to the fees for the provided service.

2. Contract Pricing: Prices are firm-fixed-price per unit and are inclusive of all costs which include the following:

a. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

b. Mobilization and Demobilization (Mob & De-mob). All Mob & De-mob costs shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes transportation of equipment and charges for the use of cranes, forklifts, tugs, workboats and any other equipment and labor required for the deployment, maintenance and retrieval for the floating perimeter.

c. Repositioning equipment. All repositioning of equipment shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

d. Pre-positioning / Pre-staging and Vetting Operations. All pre-positioning / Pre-staging and vetting operations shall be included in the unit price. The vessel shall only be charged for the actual number days that the perimeter is in use while the ship is port. No additional days shall be charged.

3. Time Calculations: These CLINs are based on daily rates. Time will begin being measured once the equipment is deployed round the vessel and capable of operations.

4. General: The Contractor is responsible for providing floating visual line of demarcation. The Contractor must work closely with other US Navy contractors such as subsistence contractor. The Contractor will follow the requirements below unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

5. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

    a. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

    b. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

6. Access Lists: The contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

    a. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

    b. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

    c. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

7. Inspections: The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

ATTACHMENT 4

PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

14.0 The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

15.0 The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

16.0 Ships at anchorage will normally require two Picket Boats.

17.0 The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate CLIN in the contract.

18.0 The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

19.0 The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

20.0 The Picket Boat will meet the following requirements:

7.1. Licensed for commercial operations by local country Department of Transportation.

7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

7.4. If a deckhand crewmember is required, only qualified personnel are used.

7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

7.11.4. Portable Spotlight

ATTACHMENT 5

SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

1.2. Security guards may be provided through private security firms or through local police officials.

1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – In Picket Boats: (CLIN XX25AS)

2.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

2.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

2.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided under CLIN XX25AN. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

2.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

2.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

2.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

2.7. The following equipment will be required as a minimum for each guard:

2.7.1. If armed, firearm with ammunition (standard authorities issue);

2.7.2. Uniform as provided by contractor or authorities.

2.7.3. Foul weather clothing such as rubber boots or rain gear.

2.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

2.7.6. Any other locally required equipment to perform their job.

2.8. ROEs for Boat Operations

2.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

2.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

2.8.1.2. If the first warning is ignored, the security guard will immediately notify the ship of the threat.

2.8.1.3. The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

2.8.1.4. As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

2.8.2 Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

3. Security Guards – At Pierside: (CLIN XX25AT AND CLINXX25AU)

3.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

3.2 All pierside guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

3.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

3.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.6. The following equipment will be required as a minimum for each guard:

3.6.1. Uniform as provided by contractor or authorities;

3.6.2. If armed, firearm and ammunition (standard authorities issue);

3.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.6.4. Mirror on long handle for checking undersides of vehicles.

3.6.5. Flashlight for nighttime inspections.

3.6.6. Any locally required equipment to perform their job.

3.7. ROEs Pierside

3.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

3.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

3.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

3.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

3.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

3.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

3.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

ATTACHMENT 6

FUEL SPECIFICATIONS

The following are the Fuel Specifications for this contract:

SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	**Requirement**	**Text Method**
Appearance, @ 25ºC or ambient temperature whichever is higher	Clear, bright and free of visible particulates	D 4176 1/
Demulsification, @ 25ºC, minutes (max)	10	D 1401 2/
Density, @ 15ºC, kg/m^3 (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, ºC 50% point, ºC 90% point, ºC, (max) end point, ºC, (max) Residue º Loss, % vol., (max)	 Record Record 357ºC 385ºC 3.0	D 86 3/
Cloud Point, ºC, (max)	-1ºC	D 2500
Color, (max)	3	D1500
Flash Point, ºC, (min)	60ºC	D 93 4/
Particulate Contamination, mg/liter, (max)	10	D 5432 5/
Pour Point, ºC, (max)	-6ºC	D 97
Viscosity, @ 40ºCm mm^2/second	- 1.7 - 4.3	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100ml, (max)	1.5	D5304 (R), D 2274 6/
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664
Aniline Point, ºC, (min)	60ºC	D 611
Ash, % wt., (max)	0.005	D 482

Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 7/
Corrosion, @ 100ºC, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min) Cetane Index, (min)	42	D 613 (R), D 976 8/
Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 2622
Trace Metals, ppm, (max) Calcium Lead Sodium plus Potassium Vanadium	 1.0 0.5 1.0 0.5	D 3605 9/
Additive Names and Dosages	Record	

1. If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709, 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains visible sediment or particulate matter, but meets the requirement of 10 mg/1 (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.

2. The demulsification text shall be conducted in accordance with the following exceptions:

   (a) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.

   (b) The test temperature shall be 25ºC.

   (c) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute.

3. As the end point of the distillation is approached, if either a thermometer reading of 385ºC or a decomposition point is observed, discontinue the heating and resume the procedure as directed in ASTM D 86.

4. The flash point value is the absolute and no value less than 60ºC is permissible.

5. A one-liter minimum sample shall be used.

6. ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours to 40 hours.

7. When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fuel, without the cetane improver.

8. Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified in Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.

9. Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of the inspection authority.

Minimum Requirements for Purchases of Commercial Distillate Fuels ((Navy) Marine Gas Oil) for Bunkers

The following minimum requirements have been established for use when buying fuel (gas oil - 100% distillate) from commercial sources when F76 is not available. Marine Gas Oil is not acceptable as cargo fuel on Navy Oilers.

TEST	METHOD	REQUIREMENTS
1. Cetane Number	ASTM D 613	45 min
or		
Cetane Index	ASTM D 976	45 min

Note: A cetane index of 41 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exceed a maximum of 338ºC. A cetane number of 40 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exceed a maximum of 338°C.

2. Appearance @ 21ºC or ambient temperature (whichever higher)	Visual	Clear & Bright
or		
Water and Sediment	ASTM D 2709	0.05% max
3. Distillation. 90% Point	ASTM D 86	375ºC max
4. Flash Point	ASTM D 93	60ºC min
5. Pour Point	ASTM D 97	Report
6. Cloud Point	ASTM D 2500	-1.1ºC (30 °F)
7. Viscosity @ 40ºC	ASTM D 455	1.7 - 4.5 CST
8. Color	ASTM D 1500	3 max
9. Gravity	ASTM D 1298, D 287	Record
10. Carbon Residue	ASTM D 524	0.35% max
11. Ash	ASTM D 482	0.01% max
12. Sulfur	ASTM D 129, D 1552 D2622	1.00% max
13. Copper Corrosion	ASTM D 130	3 max

C16.23-2 COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC JAN 1998)

Offered product shall conform to the following requirements which are suitable for Marine Gas Turbine.

	TEST REQUIREMENTS	METHOD	
1.	Cetane Number	ASTM D 613	42 min
	or		
	Cetane Index	ASTM D 976	43 min
	NOTE: A Cetane Number of 40 minimum, or a Cetane Index of 41 minimum, is acceptable provided the 90 Percent Distillation Point does not exceed a maximum of 338^{O}C.		
2.	Appearance @ 21^{O}C or ambient temp. (whichever higher)	Visual	Clear & Bright
	or		
	Water & Sediment	ASTM D 2709	0.05 vol % max.
3.	Distillation, 90% point	ASTM D 86	357^{O}C max.
4.	Flash Point	ASTM D 93	60^{O}C min
	NOTE: The flash point value is absolute and no value less than 60^{O}C is permissible.		
5.	Cloud Point	ASTM D 2500	-1.1^{O}C (30^{O}F) max.
	NOTE: Cloud Point results will be evaluated based upon bunkering location.		
6.	Viscosity @ 40^{O}C	ASTM D 445	1.7 - 4.5 cst
7.	Color	ASTM D 1500	3 max.
	NOTE FOR DOMESTIC ITEMS: This Color test requirement is deleted if red dye has been added in compliance with U.S. Environmental Protection Agency or Internal Revenue Service regulations; however, the resulting fuel/dye blend must have a red tint. It shall not be visually brown or darker in appearance.		
8.	Density @ 15^{O}C	ASTM D 1298	876 kg/m^3 max.
9.	Carbon Residue on 10% bottoms	ASTM D 524	0.35 mass % max.
		ASTM D 189	
10.	Ash	ASTM D 482	0.01 mass % max.
11.	Sulfur	ASTM D 4294, ASTM D 1552, or ASTM D 2622	1.0 mass % max.
12.	Corrosion	ASTM D 130	3 max.
13.	Distillate Fuel (fuel shall contain no residual)	None	100%

C36 FUEL OIL, INTERMEDIATE, GRADES RMB-10 (IFO 60)/RME-25 (IFO 180)/RMG-35 (IFO 380) (DESC MAY 1997)

Product shall conform to ISO 8217:1996 or ASTM D 2069-91. Product conforming to ASTM D 2069-91 shall meet the following additional requirements:

REQUIREMENTS	GRADE RMB-10 (IFO 60)	GRADE RME-25 (IFO-180)	GRADE RMG-35 (IFO 380)	TEST METHOD
Density @15°C, kg/m^3, max	981.0	991.0	991.0	ISO 3675/12185
Aluminum plus silicon, mg/kg, max	80	80	80	ISO 10478
Total Sediment, potential, %(m/m), max	0.10	0.10	0.10	ISO 10307-2

ATTACHMENT 7

POTABLE WATER SPECIFICATIONS

The following are Potable Water specifications used for this contract.

NATIONAL PRIMARY DRINKING WATER REGULATIONS (NPDWR) BUREAU OF MEDICINE AND SURGERY (BUMED) TREATED WATER QUALITY STANDARDS /ENVIRONMENTAL PROTECTION AGENCY

CONTAMINANT	MCLG (mg/L) [1]	MCL (mg/L)	AL (mg/L [2])
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0	0.015[4]	
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
Total NITRATE and Nitrite (as N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE	4	4	

(1) **Maximum contaminant level goal (MCLG).** The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are no enforceable health goals.

(2) **Action level (AL)**. Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90th percentile" lead level is greater than 0.015 mg/L).

Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	MCLG (mg/L)	MCL (mg/L)
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 – DICHLOROETHANE	0	0.005
1,1 – DICHLOROETHYLENE	0.007	0.007
PARA DICHLOROBENZENE	0.075	0.075
1,1,1 – TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.06
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 – DICHLOROPROANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES	10	10

Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) (effective 01 January 1993)

CONTAMINANT	MCLG (mg/L)	MCL (mg/L)
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3-CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S(AS DECACHLORBIPHENYL)	0	0.0005

ALDICAR	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10(1)

Note:
(1) The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

Microorganisms	**MCLG[1] (mg/L)[2]**	**MCL or TT[1] (mg/L)[2]**
Cryptosporidium	as of 01/01/02:0	as of 01/01/02:TT 3
Giardia lamblia	0	TT[3]
Heterotrophic plate count	n/a	TT[3]
Legionella	0	TT[3]
Total Coliforms (including fecal coliform and E. Coli)	zero	5.0%[4]
Turbidity	n/a	TT[3]
Viruses (enteric)	zero	TT[3]

Note:
[1] Definitions:
Maximum Contaminant Level (MCL) - The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to MCLGs as feasible using the best available treatment technology and taking cost into consideration. MCLs are enforceable standards.
Maximum Contaminant Level Goal (MCLG) - The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety and are non-enforceable public health goals.
Maximum Residual Disinfectant Level (MRDL) - The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
Maximum Residual Disinfectant Level Goal (MRDLG) - The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
Treatment Technique - A required process intended to reduce the level of a contaminant in drinking water.

[2] Units are in milligrams per liter (mg/L) unless otherwise noted. Milligrams per liter are equivalent to parts per million.

[3] EPA's surface water treatment rules require systems using surface water or ground water under the direct influence of surface water to (1) disinfect their water, and (2) filter their water or meet criteria for avoiding filtration so that the following contaminants are controlled at the following levels:

- Cryptosporidium: (as of January 1, 2002) 99% removal/inactivation
- Giardia lamblia: 99.9% removal/inactivation
- Viruses: 99.99% removal/inactivation
- Legionella: No limit, but EPA believes that if Giardia and viruses are removed/inactivated, Legionella will also be controlled.
- Turbidity: At no time can turbidity (cloudiness of water) go above 5 nephelolometric turbidity units (NTU); systems that filter must ensure that the turbidity go no higher than 1 NTU (0.5 NTU for conventional or direct filtration) in at least 95% of the daily samples in any month. As of January 1, 2002, turbidity may never exceed 1 NTU, and must not exceed 0.3 NTU in 95% of daily samples in any month.
- HPC: No more than 500 bacterial colonies per milliliter.

[4] No more than 5.0% samples total coliform-positive in a month. (For water systems that collect fewer than 40 routine samples per month, no more than one sample can be total coliform-positive). Every sample that has total coliforms must be analyzed for fecal coliforms. There may not be any fecal coliforms or E. coli.

[5] Fecal coliform and E. coli are bacteria whose presence indicates that the water may be contaminated with human or animal wastes. Disease-causing microbes (pathogens) in these wastes can cause diarrhea, cramps, nausea, headaches, or other symptoms. These pathogens may pose a special health risk for infants, young children, and people with severely compromised immune systems.

Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites which are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Sampling requirements for the Navy public water system apply.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Auto analysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the Multiple-Tube Fermentation (MTF) Technique; and the Membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use applies.

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-

positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, unless the Contracting Officer on a case-by-case basis waives this requirement.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the Contracting Officer may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before.

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms, or E. coli testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements which apply when a sample is fecal coliform-positive.

Turbidity: The MCL for turbidity applies to both community water systems and non community water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at Contracting Officer option).

b. Five turbidity units (maximum) average for 2 consecutive days.

The MCL for Radiological Contaminants are:
Gross alpha particle activity including radium 226 but excluding
radon and uranium . . . . . 15 pCi/L
Beta particles and photon emitters ……4 millirems / year
Combined radium 226 and radium 228 . . . . . .5 pCi/L
Tritium . . . . . 20,000 pCi/L
Strontium-90. . . . . 8 pCi/L
Uranium …….. 30ug/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

National Secondary Drinking Water Regulations (NSDWR) The Secondary Maximum Contaminant Levels (MCLs)

CONTAMINANT	MCL (mg/L)
ALUMINUM	0.05 TO 0.02
CHLORIDE	250
COLOR	15 COLOR UNITS
COPPER	1
CORROSIVITY	NONCORROSIVE
FLUORIDE	2

FOAMING AGENTS	0.5
IRON	0.3
MANGANESE	0.05
ODOR	3 THRESHOLD ODOR NUMBER
PH	6.5 - 8.5
SILVER	0.10
SULFATE	250
TOTAL DISSOLVED SOLIDS (TDS)	500
ZINC	5

Note: The contaminants covered by this regulation are those that may adversely affect the aesthetic quality of the drinking water. These secondary levels represent goals for drinking water quality but are not Federally enforceable.

(3) The reception, handling, storage, and delivery of potable water to ship's water systems shall be carried out under completely sanitary conditions.

(4) For pierside berthing, delivery shall be made by hose from the pier whenever possible. If barge service is deemed necessary, the Contractor shall ascertain from the ship's Supply Officer the exact amount needed prior to making delivery.

(5) The Contractor shall make deliveries during normal working hours, unless otherwise approved by the ship's Supply Officer or his/her authorized representative.

(6) All equipment, trucks and barges used by the Contractor in performance of these services shall be subject to inspection and test by an authorized representative of the U.S. Government as the Contracting Officer may specify. Final inspection/acceptance shall be subject to approval by the ship's Chief Engineer or his/her authorized representative. The U.S. Government inspectors shall be entitled to inspect the equipment, trucks, and barges at all reasonable times, as often as they may deem necessary, and at such reasonable place or places as the U.S. Government may specify.

(7) The Contractor shall, without cost to the U.S. Government, furnish the necessary personnel and facilities to conduct such test and examination of samples of water and barges used hereunder as the Government inspector may designate, to determine the extent or possibility of contamination of such water, equipment, and barges. The Contractor may, at its option and cost, have the tests conducted by a recognized Sanitary Inspector provided that the performance of the tests and examinations by such Sanitary Inspection has been approved in advance and in writing by the U.S. Government Inspector.

(8) All tests and examinations, whether performed by or on behalf of the Contractor, shall be conducted in the presence of the U.S. Government Inspector.

(9) The Contractor agrees to furnish such reports and execute such forms as the U.S. Government may require in connection with services performed under this contract and further agrees that requests for such reports and execution of such forms will be executed promptly.

ATTACHMENT 8

WATER TAXI SPECIFICATIONS

The following are Commander 7th Fleet (COMSEVENTHFLT) Water Taxi specifications used for this contract.

1. Compliance - The Contractor shall comply fully with all applicable laws, ordinances, statutes, regulations, and licensing requirements for every task, and subtask, under this contract, whether performing with its own personnel or with subcontractors. The Contractor shall be fully liable for all aspects of performance listed in Schedule of Supplies/Services which the ship requires, although they may be subcontracted in part or full.

2. Quality of Equipment - All equipment provided must meet COMSEVENTHFLT water taxie specifications, meet all safety standards required by local law, and have any required current insurance certifications. Passenger compartments must be presented in a clean condition so as not to soil the passengers, their clothing or possessions, and be free of debris, grease and oil.

3. Quality of Services - The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. Individuals fully qualified and licensed in the relevant profession, trade, or field shall render all services. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the worker, the public, and the property of others.

4. Inspection and Acceptance - The Contractor shall pre-inspect the provided boats using the COMSEVENTHFLT specifications set forth below. Boats failing the inspection will not be used. The Contractor shall provide a list of boats (including their name, registration number, capacity, etc.) meeting the specifications to the designated NRCC Singapore Logistics Support Center (LSC) Water Taxi Inspector. The LSC Inspector will use this specification for both pre-contract and periodic Contracting Officer/authorized representative inspections of the boats. Additionally, the LSC Inspector shall provide ships, prior to their arrival in port, a message list of boats that have been inspected. Should ships find discrepancies between the boats provided and this specification, the ship will immediately notify the Contractor, the FISC Det Singapore Contracting Officer (KO), and the LSC Inspector. An info message will be sent to Commander Logistics Western Pacific (COMLOGWESTPAC) and the operational chain of command up to and including COMPACFLT.

5. COMSEVENTHFLT Specifications:

5.1. Boat requirements: Boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris, and fitted for service required. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of (insert country). Notwithstanding compliance with local laws and regulations, the contractor shall meet all additional requirements as set forth throughout Section 5.

5.1.1. Each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member, and all jackets shall be stowed in a readily accessible place.

5.1.2. Each boat shall be capable of transporting a minimum of (see Schedule of Services) passengers. (Weight restrictions may also be set forth, if appropriate.)

5.1.3. The following information shall be conspicuously posted in both English and (the appropriate foreign language):

5.1.3.1. Current Operator’s/Captain's license and boat names.

5.1.3.2. Passenger/weight capacity limit notice.

5.1.3.3. Location of life jackets and other life saving equipment.

5.1.3.4. Location of all exits indicated in large letters.

5.1.3.5. Emergency procedures

5.1.4. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.

5.1.5. Operation of the boat shall be in a safe and seaworthy manner.

5.1.6. The consumption of alcoholic beverages shall not be permitted aboard the boat.

5.2. Operator qualifications: All personnel or employees of the contractor operating boats providing subject services shall have all certification required and issued by (insert country) for the operation of the type class, or size of boat being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner.

5.3. Security: During the term of this contract the ship(s) to be serviced (insert ship name if purchase order) agree(s) to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat--SOPA when more than one ship is in port). When embarked in a contractor operated boat, a boat officer will be responsible for the good order and discipline of naval personnel onboard. He/she will also have the authority from the Commanding Officer of the serviced ship (or SOPA) to refuse the contracted boat to be boarded and/or sail under conditions the boat officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

5.4. Boat capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factor affecting safety.

5.5. Inspection/Acceptance: Each boat to be used in the performance of this contract shall be inspected by the (Contracting officer or Husbanding Agent, as appropriate), or authorized representative prior to acceptance. This inspection shall include but not be limited to:

5.5.1. Hull

5.5.1.1. Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structures.

5.5.1.2. Superstructure, including masts and stacks.

5.5.1.3. Railings, bulwarks and their attachment to the hull, especially guardrails and lifelines.

5.5.1.4. Provisions for drainage of sea water from exposed decks over the side and not into the bilges.

5.5.1.5. Access/egress points- adequacy of number and location.

5.5.2. Machinery

5.5.2.1. 2-way radio or other reliable means of electronic communications (i.e., cellular phone) plus an additional battery back-up is required.

5.5.2.2. Main propulsion and auxiliary machinery essential to operation of boat.

5.5.2.3. Sea and bulkhead closure valves.

5.5.2.4. Bilge auction strainers and dewatering systems-bilge pump to be tested by operation

5.5.2.5. Bilges free of flammable liquids

5.5.3. Electrical

5.5.3.1. Cables.

5.5.3.2. Navigation, deck, and emergency lights.

5.5.3.3. Rotating electrical machinery; e.g., generators and motors --Storage batteries

5.5.4. Lifesaving equipment

5.5.4.1. Life preservers - sufficient number for maximum capacity of boat, accessible and in satisfactory condition.

5.5.4.2. Life raft(s) and hydrostatic release (where applicable) – sufficient for maximum boat capacity.

5.5.4.3. First aid kits, life rings and distress lights.

5.5.4.4. Distress signaling devices

5.5.5. Fire fighting equipment

5.5.5.1. Fire pump - test by subjecting fire hose(s) to fire pump pressure.

5.5.5.2. Portable fire extinguishers.

5.5.5.3. Fixed systems, e.g., C02 cylinders.

5.5.6. Steering apparatus

5.5.7. Miscellaneous systems and equipment

5.5.7.1. Harbor charts.

5.5.7.2. Ground tackle and mooring lines.

5.5.7.3. Whistle/fog horn, bell.

5.5.7.4. Lighted compass.

5.5.7.5. Radar.

5.5.7.6. 2-way radio capable of Bridge-to-Bridge communications.

5.5.7.7. Current license.

5.5.7.8. Operator qualifications.

5.6. Only approved boats shall be used in performance of this contract. The (LSC Inspector or Husbanding Services contractor, as appropriate) will provide each ship with a list of pre-approved boats. If the LSC Inspector or Husbanding Services contractor is not available for inspection and pre-approval of the boats, then the only inspection requirement-is that contained in paragraph 4.7 below. A complete inspection or verification by the ship designated representative of all items in this paragraph, however, is not precluded.

5.7. Notwithstanding the pre-approval contemplated above, the ship will as a minimum conduct a complete inspection of all contractor boats prior to acceptance and periodically thereafter. This inspection shall include but is not limited to the following:

5.7.1. Safety of operations. Insure the following are present and in working condition:

5.7.1.1. Navigation lights, area charts, lighted compass, distress signals, and a fog signal device.

5.7.1.2. Fire extinguishers sufficient for the size of the vessel operated.

5.7.1.3. Radio (with battery backup) capable of Bridge-to-Bridge communications.

5.7.1.4. Anchor/chain sufficiency for the size of the vessel operated.

5.7.1.5. Verify weather deck drains are free from obstructions and vent overboard vice into bilge.

5.7.2. Hazards to passengers. Conduct topside visual inspection for safe conditions of the following:

5.7.2.1. Establish that life jackets sufficient in quality, quantity, and readily accessible with locations marked in English.

5.7.2.2. Verify decks, railings, doors and seats are structurally sound, latched, and tightened as appropriate.

5.7.2.3. Ensure no bare or exposed electrical wires or connections are located in the passenger area.

5.7.2.4. Validate that sufficient unobstructed exits are present and marked in English.

5.7.2.5. Verify that no missile hazards, gear adrift, or trip hazards exist.

5.7.3. The following shall be conspicuously displayed, in English:

5.7.3.1. Passenger/weight capacity.

5.7.3.2. Location and number of life jackets.

5.7.3.3. Location of life saving equipment.

5.7.3.4. Locations of exits (if not obvious).

5.8. Critical safety equipment: In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or designated representative will have the option of furnishing the missing item. In all cases where government furnished property is provided due to the contractor's failure to meet requirements of the contract, the Contracting officer should be notified immediately of the circumstances surrounding the deficiency so that appropriate action can be taken. If the Contracting officer is not on site, notification will be by message.

5.9. If applicable, FAR 52.245-4, Government-furnished Property (short form) (APR 1984), is incorporated by reference into this (contract or purchase order, as appropriate).

6. Onboard Security: The ship being serviced may provide security personnel for the purpose of maintaining the orderly transportation of their personnel. Such security personnel will be assigned at the discretion of the serviced ship's Commanding Officer (or Senior Officer Present Afloat (SOPA) when more than one ship is in port). When embarked in a Contractor operated boat, a Boat Officer will be responsible for the good order and discipline of personnel onboard. He/she will also have the authority from the Commanding Officer/SOPA to refuse the contracted boat to be boarded and/or sail under conditions the Boat Officer considers to be unsafe and, once the contracted boat is underway, to direct its return to its previous mooring due to conditions deemed unsafe.

7. Boat Capacity: Actual passenger capacity at the time of the rendering of services will be determined by the ship's Commanding Officer or his designated representative; notwithstanding the advertised or licensed passenger capacity. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as determined through an inspection, local weather or sea conditions, and any other factors affecting safety.

8. Deficient Boat - In the event the boat is determined unacceptable or deficiencies are found, the Contractor shall replace the boat or correct the deficiencies within one hour after receipt of notification. Failure to replace or correct the deficiencies may result in the reduction of the contract price or termination of the contract for default.

9. Government Furnished Property - In all cases where Government-furnished property is provided due to the Contractor's failure to meet requirements of the contract, the Contractor shall notify the KO and provide information about the circumstances surrounding the deficiency. If appropriate, a reduction in contract price may be made.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 15

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00003	09-Mar-2007	N4034506RCSG0029	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-1005
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 29-Sep-2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual Agreement

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzsnk020710545

1. This modification is issued to revise the language in the following section:

   a. Under Section C2 - Statement of Work (SOW), Task 1. Management Services (CLINs XX01 and XX02), paragraph 1.3 is revised as per attached.

2. The revised language is highlighted in yellow of this contract.

3. All other terms and conditions remained unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 08-Mar-2007

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

SECTION C2 – STATEMENT OF WORK

TASKS: The Contractor shall perform the following tasks when ordered by an AGR.

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 2 – Classifications of Navy Ships)

1.1. PRE-ARRIVAL HUSBANDING DUTIES

1.1.1. The Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The Contractor shall order requested services and supplies.

1.1.3. The contractor shall furnish to each ship and FISC Det Singapore Contracting Officer a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated quantities and prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship’s arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated “additional” costs.

1.1.4. These estimates shall be provided for all US Navy, Military Sea-lift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the Husbanding Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché’ at the U. S. Defense Attaché Office.

1.1.6. The Contractor shall prepare and stage all required supplies and equipment prior to the ship’s arrival. Staging may be as required by each location.

1.1.7. The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements. For example, the HS Contractor would coordinate Provisioning contractors delivery dates, times, forklifts, cranes, stevedores, inspections, or any other item needed for them to perform their work at the berth.

1.1.8. The Contractor shall assist the ship’s Advance Party to include planning and coordination meetings.

1.2. POST-ARRIVAL HUSBANDING DUTIES

1.2.1. The Contractor shall Husband the ship when at the berthing location.

1.2.2. The Contractor shall install all equipment upon ship arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The Contractor shall brief the designated ship representative about Contractor provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. Also, the contractor will provide their POC information with 24-hour contact phone numbers.

1.2.5. The Contractor shall provide a copy of Overview, The Schedule and SOW to the SUPPO.

1.2.6. Money Exchange Services

1.2.6.1. Moneychangers: The Contractor shall arrange for authorized moneychangers to exchange ship personnel U.S. dollars with local currency. The moneychangers may include a nominal commission of no more than plus or minus 1.5% difference from the Official Rate as stated below.

1.2.6.2. The Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. This Official Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.7. Laundry Services

1.2.7.1. The contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure.

1.2.8. RESERVED – (Interpreter Services)

1.2.9. Mail Delivery Service

1.2.9.1. The Contractor shall provide mail pick-up and delivery service for the ships. The ship must provide military members to escort the mail.

1.2.10. Moral Welfare and Recreation (MWR) Services:

1.2.10.1. The Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) contractor servicing the ship.

1.2.10.2. If an ITT contract has been awarded which covers the port then the HS Contractor must refer all MWR requests to the authorized ITT contractor. If awarded, the ITT contractor is the U.S. Navy's sole representative for this service. Only MWR may sell, offer, offer to sell, or collect a fee for booking or providing accommodation, tours, travel, recreation or entertainment to the ship's crew. Under no circumstances will the Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

1.2.11. Passing Ship's Orders: The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements. For example, the HS Contractor would coordinate Provisioning contractors delivery dates, times, forklifts, cranes, stevedores, inspections, or any other item needed for them to perform their work at the berth. The HS Contractor shall also arrange for these contractors invoicing and payments by the ship. The HS contractor must have a mutual agreement with the other contractors to perform these services for them. Any disputes or discrepancies arising from the order will be resolved directly between the ship and the other contractor(s) with assistance from the HS Contractor and FISC Det Singapore.

1.2.12. Customs & Immigration: The Contractor shall assist ship personnel with immigration and customs requirements into their country. This includes providing Visa and Customs application forms. The Contractor shall contact the AGR prior to arrival to ascertain how many personnel will require assistance.

1.2.13. The Contractor shall facilitate the ship's timely departure.

1.2.13.1. The Contractor shall provide a cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.13.2. The Contractor must obtain an acceptable written receipt from an authorized ship personnel accepting all services or supplies provided.

1.2.13.3 The Contractor shall coordinate with other US Government contractors in performing their required services. Example would be coordinating provisioning contractor delivery times, dates, and equipment needed.

1.2.13.4. The Contractor shall remove all provided equipment.

1.3. ARRANGING SUPPLIES AND SERVICES

1.3.1. When requirements exist for items not priced in the Schedule of Supplies and Services, the Contractor shall assist the Supply Officer of the vessel in obtaining information from, and delivering information to, reliable sources for these items by identifying responsible sources, performing market surveys, providing pricing information from at least three sources whenever feasible, and delivering Government orders. In obtaining or delivering this information, the Contractor shall inform the potential sources that it is solely obtaining and delivering information for the U.S. Navy, and is not entering into any contractual commitment. The information obtained shall be submitted to the ship's Supply Officer who shall issue appropriate contractual documents. The Contractor shall deliver to the vendor the Supply Officer's or FISC Det Singapore Contracting Officer's order to purchase the supplies or services. This order shall be in writing (facsimile and electronic transmission included) and signed by the Supply Officer or Contracting Officer specifying the price, item(s), quantity, and delivery requirements of the order. The Contractor shall facilitate receipt of the items by the ship. The Contractor is not required to arrange unofficial requirements or personal requests from individual crewmembers. In certain cases (i.e. Fuel, FFV, Bread and Eggs) the contractor shall use the SOWs furnished herein when arranging supplies and services.

1.3.2. In the event the above process cannot be followed by the Supply Officer, the Contractor is still responsible for promoting competion to the maximum extent practicable to obtain supplies and services from the sources whose offer is the most advantageous to the Government. In addition, if the supply or service required is greater than $2,500, the Contractor shall provide information on the results of competition conducted by providing name of the sources contacted, amount of each offer received (indicating the items ordered, quantity, unit price and total price) and rational for the decision. This information must be provided to FISC Det Singapore Contracting Officer during the ship visit or no later than 7 days after the ship's departure from the visited port. The Contractor's responsibility to promote competition as indicated in this paragraph will be evaluated based on the criteria established in Section III, paragraph 14: Standard for Professional Services, paragraph 14.1 and 14.2.

1.3.3. No later than 60 days after contract award, the contractor is required to submit written policy and procedures on Arranging Supplies and Services (to include purchasing procedures). The Contracting Officer will review the plan for acceptability, and may require revisions to the policy. When the Contracting Officer deems the written policy and procedures acceptable to the Government, the Contracting Officer will approve the plan.

1.4. Pre-Sailing Visit: The Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor's best estimate and an adjustment will be made later.

1.4.1. The Contractor shall also provide any invoices for port tariff items which have been completed for certification by the ship's Supply Officer.

1.4.2. Copies of all invoices presented to the ship shall be provided to FISC Det Singapore Contracting Officer within 5 working days from the departure of the visiting vessel.

1.4.3. The Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for this information shall be the Command Duty Officer, Supply Officer, or his designated representative.

1.5. FRESH FRUITS AND VEGETABLES (FF&V), BREAD, EGGS, AND OTHER SUBSISTENCE ITEMS

1.5.1. When requested by the ship, the husbanding contractor shall assist in arranging for the timely provision of FFV, Bread and Eggs and other subsistence items. FFV shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using nightsoil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. Bread and Eggs must be from approved sources and must be in accordance with Quality Assurance Provisions in Attachment 9. The husbanding services contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars (Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Any delivery charges shall already been part of the price and should not be shown separately.

1.5.2. In all cases where the total cost of FFV and subsistence items received by a ship exceeds $10,000.00 for a port visit, the contractor, in addition to the CRAFT reports, shall submit a report via e-mail to FISC Det Singapore Contracting Officer within ten (10) days after the visit. The report shall provide a breakdown of the FFV and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the contractor shall provide copies of all quotes obtained.

1.5.3. The husbanding contractor is responsible for ensuring that the sources recommended to the ship's SUPPO for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Corps. A listing of approved sources is available via the U.S. Army Veterinary Command (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection is provided per Attachment 10. The U.S. Army Veterinary Command requires 90 days advance notice to arrange for inspection of new facilities.

1.5.4. Husbanding contractors shall consider this requirement for inspection of sources when recommending or selecting suppliers of subsistence items. Under no circumstances should the contractor recommend or offer for acceptance subsistence items from non-approved sources.

1.5.5. The Contractor shall comply with the Quality Assurance Provisions as per Attachment 9.

3. BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship and have a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The Contractor shall place fenders between the breasting barge and the ship.

3.3. The Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. BROW (CLIN XX04)

4.1. The Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not to damage the surface of the pier.

4.2. Due to the dramatic height difference between the submarine deck and pier, the contractor provided submarine brow must afford personnel a smooth and safe transit when entering or exiting the submarine deck. Also, the submarine brow must be capable of supporting shore power cables without damaging the cable.

5. RESERVED (CAMELS) - (CLIN XX05) - The Contractor shall provide camels as fenders for the ship.

6. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX06)

6.1. The Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

6.2. The Contractor shall pump sewage from the ship to Contractor provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

6.3. The Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

6.4. The contractor shall provide CHT hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

6.5. When collection of CHT is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to vessel and with a minimum of four (4) mooring lines to secure alongside the ship.

6.6. The Contractor shall properly dispose of all sewage in accordance with C1. Paragraph 14. Standards For Professional Services.

6.7. A port surcharge may be levied for CHT services. The applicable surcharge will be calculated using the total cost of CHT services. An example would be where a surcharge of 15% is levied. If the total cost of CHT removal and disposal is US$5,000.00 then the surcharge would be US$750.00.

7. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX07)

7.1. The Contractor shall arrange for landlines to be installed aboard the ship.

7.2. The Contractor shall provide fully charged, mobile hand phones with charges capable of using dual voltage.

7.3. The Contractor shall provide activation, auto-roaming, long distance accounts, and airtime for land and hand phones.

7.4. The Contractor shall provide Prepaid International Calling Cards.

8. CRANE (CLIN XX08) - The Contractor shall provide cranes with operators, required assistant personnel, and support equipment such as slings, lifting bars, and nets. When ordered, the Contractor is required to provide mobile crane services (shore crane and floating crane) with operator. The Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

9. DOCKAGE AND WHARFAGE FEE (CLIN XX09) - The Contractor shall provide pier and wharf usage.

10. FENDERS (CLIN XX10) - The Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

11. FLEET LANDING (CLIN XX11) - The Contractor shall provide a Fleet Landing site at designated piers. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct FP operations.

12. FORCE PROTECTION (CLIN XX12)

12.1. General: (CLINs XX01 & XX02) The Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The Contractor will follow the requirements below unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

12.1.1. Access Points: The Contractor shall establish a single entry and exit point to the pier area.

12.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

12.1.3. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

12.1.3.1. Background Checks. The Contractor shall run security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees who fail this background investigation.

12.1.3.2. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

12.1.3.3. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

12.1.4. Access Lists: The contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

12.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

12.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

12.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

12.1.5. Inspections. The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

12.1.6. Stand-Off Distances:

12.1.6.1. Objects: The Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.1.6.2. Unloading Zones: The Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship or to the maximum extent practicable.

12.1.7 Warning Signs: The Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

12.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. A clear warning must be given that the use of deadly force may be authorized by the local security guards or police force.

12.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area & Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

12.2. Non-Contract FP Measures: The contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Det Singapore KO. The Contractor must explain what the FP service will entail and why it is being required. The KO will coordinate this requirement with appropriate FP personnel at FISC Det Singapore and COMLOGWESTPAC. Once a decision is made then the contractor will be either authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

12.3. Beach Guard Office or Tent (CLIN XX12AA)

12.3.1. The Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ships personnel while performing security checks on personnel, baggage, and vehicles.

12.3.2. The office or tent will be large enough to accommodate a minimum of 5 people. Tents will have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions. The office or tent shall be well lighted and identified for its intended use. The contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 lb, CO2 fire extinguisher will be provided and kept fully charged.

12.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

12.4. Dive and Vetting Operations (CLIN XX12AB AND CIN XX12AC)

12.4.1. The Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

12.4.2. The pier will be vetted prior to the ships arrival.

12.4.3. The Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

12.4.5. The Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

12.5. Floating Line of Demarcation (CLIN XX12AD THROUGH CLINXX12AF)

12.5.1. The Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FPM is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FPM is not designed to stop approaching unauthorized watercraft by fouling their propellers. Rather it is to help identify a safe standoff zone.

12.5.2. The Contractor shall comply with the specification of the FLD in Attachment 4.

12.6. Perimeter Fencing (CLIN XX12AG AND CLIN XX12AH)

12.6.1. The contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the Contractor will provide portable chain link fencing with vehicle and walk up entrances.

12.6.2. The perimeter fence provided by the Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved
Entry Point: Entry available for vehicles and personnel.

12.7. Physical Security Barriers (CLIN XX12AJ THROUGH CLIN XX12AM)

12.7.1. The contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

12.7.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used. As well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

12.7.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zig zag patterns to control the speed of access.

12.7.4. A personnel entry point must be established through the barriers.

12.7.5. Barriers may also be used to seal off secondary Port gates.

12.7.6. All barriers must be placed prior to a ships arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

12.8. Picket Boats (CLIN XX12AN AND CLIN XX12AP)

12.8.1. The Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

12.8.2. The Contractor shall comply with Attachment 4 for picket boat operations.

12.9. RESERVED (Portable Latrine) - (CLIN XX12AQ)

12.9.1. The Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

12.9.2. The Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

12.9.3. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

12.9.4. The Contractor shall clean latrines twice daily.

12.10. Portable Lighting (CLIN XX12AR)

12.10.1 The Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Ports installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship.

12.10.2. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

12.11. Security Guards on Picket Boat (CLIN XX12AS)

12.11.1. The Contractor shall provide security guards to patrol in picket boats. The Contractor shall comply with Attachment 5 for security guard operations.

12.12. Security Guards Pierside (CLIN XX12AT AND CLIN XX12AU)

12.12.1 The Contractor shall provide security guards Pierside to ensure only authorized personnel, vehicles, and material are allowed into restricted areas.

12.12.2. The Contractor shall comply with Attachment 5 for security guard operations.

12.13. Two Way Radios (CLIN XX12AV) The Contractor shall provide two way radio sets capable of communicating with the ship to designated individuals.

12.14. Handheld Explosive Detectors (CLIN XX12AW AND CLIN XX12AX) The Contractor shall provide handheld explosive explosive detectors capable of detecting explosives.

12.15. Handheld Wand Metal Detectors, High Sensitivity Type (CLINXX 12AY AND CLIN XX12AZ) The Contractor shall provide handheld metal detectors capable of detecting metal.

12.16. X-ray machines with high resolution color (CLIN XX12BA) The Contractor shall provide X-ray machines that are capable of X-raying hand carried luggage and bags to determine its contents.

12.17. Walk thru Metal Detectors with high sensitivity four zones (CLIN XX12BB) The Contractor shall provide walk thru metal detectors capable of detecting metal.

13. FORKLIFT WITH OPERATOR (CLIN XX13) The Contractor shall provide forklifts with operators for loading and unloading operations. Sizes in the schedule indicate the maximum lifting capacity of the forklift.

14. FUEL (CLIN XX14)

14.1. Normally, fuel is provided by the HN or by other U.S. Government bunkering contracts. However, if those sources are not available then the HS contractor may be required assist in obtaining the fuel. In that case, the Husbanding Contractor must comply with this paragraph and must ensure the attached specifications are met by the fuel provider.

14.2. If a ship requires the Husbanding Contractor to provide fuel, the Husbanding Contractor shall contact the bunkering contractor or HN source. If the HN or bunkering contractor can provide the fuel within the time needed, the Husbanding Agent shall so inform the ship. However, if the HN or US Government bunkering contractor cannot deliver the fuel when required by the ship, the Contractor shall so inform the SUPPO or NRCC and request approval to proceed. Only after this is done may the Contractor arrange for fuel delivery.

14.3. The Contractor shall only charge fuel at the daily commercial fuel rate established by the port or local authorities. The Contractor shall provide documentation of the daily rate to the SUPPO. The fuel price charged shall be free on board the ship whether at pier side or at anchor. Compensation for all husbanding efforts or costs associated with assisting in the acquisition and delivery of fuel (for instance, dealing with customs authorities) are included in, and otherwise covered by, the daily fixed husbanding services rates set out in the Schedule of Supplies/Services of this contract.

14.4. The Contractor shall provide documentation to the ship fuel officer that the fuel meets the specifications in Attachment 7 – Fuel Specifications.

14.5. The Contractor shall provide a fuel barge or truck to transport fuel to the ship.

14.6. The Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

14.7. The Contractor shall load the ordered fuel and transport to the ship. The Contractor shall transfer the fuel from the fuel barge or truck to the ship. The Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

14.8. The Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

15. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX15)

15.1. The Contractor shall remove and dispose of garbage and trash from the ship.

15.2. The Contractor shall provide dedicated refuse bins to the ship.

15.3. If collection is done by sea, the Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship, and at least four (4) mooring lines to secure alongside the ship.

15.4. The Contractor shall collect all loose refuse placed adjacent to refuse bins.

15.5. The Contractor shall immediately clean up any spilled refuse.

15.6. The Contractor shall properly dispose of all collected refuse.

16. LINESBOATS (CLIN XX16) The Contractor shall provide Linesboats to assist in docking line handling operations.

17. LINE HANDLERS (CLIN XX17)

17.1. The Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier.

17.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

18. RESERVED (MANLIFT) - (CLIN XX18)

18.1. The Contractor shall provide a manlift with a full fuel tank.

18.2. The contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 each morning.

18.3. If an operator is not provided, the Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The Contractor shall maintain documentation of ship personnel acknowledgement of the training.

19. MATERIAL HANDLING (CLIN XX19) LIGHTERAGE (CLIN XX19AL, XX19AM & XX19AN)

19.1. The Contractor shall provide material handling services for the ship. They will receive material shipped to them to include clearing customs, store the items, report the status of the items, deliver to the ship, and forward the items if unable to deliver.

19.1.1. The Contractor shall use counter-to-counter delivery and charge by each Bill of Lading.

19.1.2. All material shipped shall be labeled "SHIP'S SPARE IN TRANSIT"

19.1.3. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship'sarrival.

19.1.4. Shipping documents shall be labeled 'SHIP'S SPARE(S) IN TRANSIT' and addressed to the ship's Commanding Officer of the Unit, care of The Contractor.

19.2. The Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel.

19.3. The Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

19.4. The Contractor shall use forklifts and cranes from The Schedule.

19.5. The Contractor shall receive the package from the carrier and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

19.6. The Contractor shall deliver the packge to the ship after arrival in port or the following morning.

19.7. The Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

19.8. The Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship.

19.9. The Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

20. RESERVED (MISCELLANEOUS) - (CLIN XX20)

21. RESERVED (OIL BOOMS) - (CLIN XX21)

21.1. Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water.

21.2. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

21.3. The Contractor shall dispose all oil waste caught in the Oil Boom.

21.4. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

22. RESERVED (OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL) - (CLIN XX22)

22.1. The Contractor shall remove oily waste and aggregate water from the ship.

22.2. The Contractor shall pump oily waste and aggregate water from the ship to Contractor provided equipment.

22.3. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship duty engineer shall verify in writing the amount removed.

22.4. The contractor shall provide hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

22.5. When removal is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines to secure alongside the ship.

22.6. The Contractor shall properly dispose of all oily waste and aggregate water.

22.7. The Contractor shall pre-position Oily Waste Barges / Trucks when necessary, in accordance with Force protection or other requirements.

23. RESERVED (PAINT FLOAT) - (CLIN XX23)

23.1. The Contractor shall provide paint floats to hold personnel painting the ship.

23.2. The paint float deck shall be between two (2) to three (3) meters above the waterline and the scaffolding shall be no higher than 3.5 meters from the deck.

23.3. The ship is responsible to secure the paint float to the ship if rented for more than one day.

24. PILOTS (CLIN XX24) - The Contractor shall provide pilots to navigate the ship to and from the berthing locations.

25. POTABLE WATER (CLIN XX25) - The Contractor shall deliver fresh, potable water to the intake hose of the requesting ship in accordance with Attachment 7.

26. RESERVED (PRATIQUE) - (CLIN XX26) The Contractor shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

27. RESERVED (REEFER CONTAINER) - (CLIN XX27)

27.1. The Contractor shall provide reefer containers with power source for refrigerated storage.

27.2. The Contractor shall provide diesel generators with fuel and properly sized to operate reefers continuously. Generators shall emit sound levels of less than 84 decibels.

27.3. The Contractor shall make all power connections between the generator and reefer.

27.4. The Contractor shall operate the reefer at the temperature specified by the ship.

28. RESERVED (SHORE POWER) - (CLIN XX28)

28.1. The Contractor shall provide diesel generators with fuel along side the ship to supply shore power to the vessel. Generators shall emit sound levels of less than 84 decibels.

28.2. The Contractor shall provide all cables and make all power connections between the generator and ship.

29. RESERVED (SHORE STEAM) - (CLIN XX29) - The Contractor shall provide Shore Steam to the ship.

30. STEVEDORES (CLIN XX30) - The Contractor shall provide stevedores and supervisors for general labor.

31. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX31)

31.1. The Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

31.2. The Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

32. TRANSPORTATION VEHICLES (CLIN XX32)

32.1. The Contractor shall provide vehicle service with drivers for official government business.

32.2. The Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

32.3. The Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

32.4. The Contractor shall provide drivers who can speak and understand English clearly.

32.5. The Contractor shall provide only vehicles with air conditioning.

32.6. The Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

32.7. The Contractor shall return all items left in rental vehicles to the ship's SUPPO.

32.8. The Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

33. TUGS (CLIN XX33)

33.1. The Contractor shall provide tugs to bring ships to and from berthing locations.

33.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

33.3. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

34. WATER TAXIS (CLIN XX34)

34.1. The Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 8.

34.2. The Contractor shall return all items left in water taxis to the ship's SUPPO.

34.3. The Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times.

35. CRAFT REPORT (CLIN XX 35AA): The Contractor shall prepare and submit a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit C – CRAFT Report. The report shall be submitted to the FISC Det Contracting Officer or designated representative within five working days of each ship's departure.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 16

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	02-Mar-2007	N4034506RCSG0029	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-1005
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 29-Sep-2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual Agreement

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzsnk020710105

1. This modification is issued to make changes and incorporate the additional language in the following sections:
   a. Under Section C2 - Statement of Work (SOW), Tasks 1. Management Services (CLINs XX01 and XX02), paragraph 1.3 is revised as per attached.
   b. Under Section C2 - Statement of Work (SOW), Task 1. Management Services (CLINs XX01 and XX02), add a new paragraph for 1.5 Fresh Fruits and Vegetables (FF&V), Bread, Eggs, and other Subsistence Items.
   c. Under Section J - List of Attachments, Exhibits and Other Attachments, Add Attachment 9, Quality Assurance Provisions and Attachment 10, Sample letter requesting sanitary inspection.
2. The incorporation of the additional language is highlighted in yellow of this contract.
3. There is no change in the price as a result of this modification.
4. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 02-Mar-2007

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

SECTION C2 – STATEMENT OF WORK

TASKS: The Contractor shall perform the following tasks when ordered by an AGR.

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 2 – Classifications of Navy Ships)

1.1. PRE-ARRIVAL HUSBANDING DUTIES

1.1.1. The Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The Contractor shall order requested services and supplies.

1.1.3. The contractor shall furnish to each ship and FISC Det Singapore Contracting Officer a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated quantities and prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship’s arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated “additional” costs.

1.1.4. These estimates shall be provided for all US Navy, Military Sea-lift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the Husbanding Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché’ at the U. S. Defense Attaché Office.

1.1.6. The Contractor shall prepare and stage all required supplies and equipment prior to the ship’s arrival. Staging may be as required by each location.

1.1.7. The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements. For example, the HS Contractor would coordinate Provisioning contractors delivery dates, times, forklifts, cranes, stevedores, inspections, or any other item needed for them to perform their work at the berth.

1.1.8. The Contractor shall assist the ship’s Advance Party to include planning and coordination meetings.

1.2. POST-ARRIVAL HUSBANDING DUTIES

1.2.1. The Contractor shall Husband the ship when at the berthing location.

1.2.2. The Contractor shall install all equipment upon ship arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The Contractor shall brief the designated ship representative about Contractor provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. Also, the contractor will provide their POC information with 24-hour contact phone numbers.

1.2.5. The Contractor shall provide a copy of Overview, The Schedule and SOW to the SUPPO.

1.2.6. Money Exchange Services

1.2.6.1. Moneychangers: The Contractor shall arrange for authorized moneychangers to exchange ship personnel U.S. dollars with local currency. The moneychangers may include a nominal commission of no more than plus or minus 1.5% difference from the Official Rate as stated below.

1.2.6.2. The Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. This Official Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.7. Laundry Services

1.2.7.1. The contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure.

1.2.8. RESERVED – (Interpreter Services)

1.2.9. Mail Delivery Service

1.2.9.1. The Contractor shall provide mail pick-up and delivery service for the ships. The ship must provide military members to escort the mail.

1.2.10. Moral Welfare and Recreation (MWR) Services:

1.2.10.1. The Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) contractor servicing the ship.

1.2.10.2. If an ITT contract has been awarded which covers the port then the HS Contractor must refer all MWR requests to the authorized ITT contractor. If awarded, the ITT contractor is the U.S. Navy's sole representative for this service. Only MWR may sell, offer, offer to sell, or collect a fee for booking or providing accommodation, tours, travel, recreation or entertainment to the ship's crew. Under no circumstances will the Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

1.2.11. Passing Ship's Orders: The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements. For example, the HS Contractor would coordinate Provisioning contractors delivery dates, times, forklifts, cranes, stevedores, inspections, or any other item needed for them to perform their work at the berth. The HS Contractor shall also arrange for these contractors invoicing and payments by the ship. The HS contractor must have a mutual agreement with the other contractors to perform these services for them. Any disputes or discrepancies arising from the order will be resolved directly between the ship and the other contractor(s) with assistance from the HS Contractor and FISC Det Singapore.

1.2.12. Customs & Immigration: The Contractor shall assist ship personnel with immigration and customs requirements into their country. This includes providing Visa and Customs application forms. The Contractor shall contact the AGR prior to arrival to ascertain how many personnel will require assistance.

1.2.13. The Contractor shall facilitate the ship's timely departure.

1.2.13.1. The Contractor shall provide a cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.13.2. The Contractor must obtain an acceptable written receipt from an authorized ship personnel accepting all services or supplies provided.

1.2.13.3 The Contractor shall coordinate with other US Government contractors in performing their required services. Example would be coordinating provisioning contractor delivery times, dates, and equipment needed.

1.2.13.4. The Contractor shall remove all provided equipment.

1.3. ARRANGING SUPPLIES AND SERVICES

1.3.1. When requirements exist for items not priced in the Schedule of Supplies and Services, the Contractor shall assist the Supply Officer of the vessel in obtaining information from, and delivering information to, reliable sources for these items by identifying responsible sources, performing market surveys, providing pricing information from at least three sources whenever feasible, and delivering Government orders. In obtaining or delivering this information, the Contractor shall inform the potential sources that it is solely obtaining and delivering information for the U.S. Navy, and is not entering into any contractual commitment. The information obtained shall be submitted to the ship's Supply Officer and courtesy copy to FISC Det Singapore Contracting Officer who shall issue appropriate contractual documents. The Contractor shall deliver to the vendor the Supply Officer's or Contracting Officer's order to purchase the supplies or services. This order shall be in writing (facsimile and electronic transmission included) and signed by the Supply Officer or Contracting Officer specifying the price, item(s), quantity, and delivery requirements of the order. The Contractor shall facilitate receipt of the items by the ship. The Contractor is not required to arrange unofficial requirements or personal requests from individual crewmembers. In certain cases (i.e. Fuel, FFV, Bread and Eggs) the contractor shall use the SOWs furnished herein when arranging supplies and services.

1.3.2. In the event the above process cannot be followed by the Supply Officer, the Contractor is still responsible for promoting competion to the maximum extent practicable to obtain supplies and services from the sources whose offer is the most advantageous to the Government. In addition, if the supply or service required is greater than $2,500, the Contractor shall provide information on the results of competition conducted by providing name of the sources contacted, amount of each offer received (indicating the items ordered, quantity, unit price and total price) and rational for the decision. This information must be provided to FISC Det Singapore Contracting Officer during the ship visit or no later than 7 days after the ship's departure from the visited port. The Contractor's responsibility to promote competition as indicated in this paragraph will be evaluated based on the criteria established in Section III, paragraph 14: Standard for Professional Services, paragraph 14.1 and 14.2.

1.3.3. No later than 60 days after contract award, the contractor is required to submit written policy and procedures on Arranging Supplies and Services (to include purchasing procedures). The Contracting Officer will review the plan for acceptability, and may require revisions to the policy. When the Contracting Officer deems the written policy and procedures acceptable to the Government, the Contracting Officer will approve the plan.

1.4. Pre-Sailing Visit: The Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship's departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor's best estimate and an adjustment will be made later.

1.4.1. The Contractor shall also provide any invoices for port tariff items which have been completed for certification by the ship's Supply Officer.

1.4.2. Copies of all invoices presented to the ship shall be provided to FISC Det Singapore Contracting Officer within 5 working days from the departure of the visiting vessel.

1.4.3. The Contractor shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for this information shall be the Command Duty Officer, Supply Officer, or his designated representative.

1.5. FRESH FRUITS AND VEGETABLES (FF&V), BREAD, EGGS, AND OTHER SUBSISTENCE ITEMS

1.5.1. When requested by the ship, the husbanding contractor shall assist in arranging for the timely provision of FFV, Bread and Eggs and other subsistence items. FFV shall be of good quality and meet the following specific standards: 1) Shall not be grown (cultivated) using nightsoil; 2) Shall be free of pest and insect infestation; and 3) Shall be fresh yet not overripe. Bread and Eggs must be from approved sources and must be in accordance with Quality Assurance Provisions in Attachment 9. The husbanding services contractor shall assure that the provider of items arranged under this line item furnish to the Supply Officer invoices showing quantities furnished; unit price in U.S. dollars and total price in U.S. dollars (Example: 10 pounds tomatoes @ $1.00 USD per pound = $10.00 USD). Any delivery charges shall already been part of the price and should not be shown separately.

1.5.2. In all cases where the total cost of FFV and subsistence items received by a ship exceeds $10,000.00 for a port visit, the contractor, in addition to the CRAFT reports, shall submit a report via e-mail to FISC Det Singapore Contracting Officer within ten (10) days after the visit. The report shall provide a breakdown of the FFV and subsistence delivered, detailing items purchased, quantities, unit price, and total price (Example: 8 pounds Tomatoes @ $1.00 per pound = $8.00). In addition, the contractor shall provide copies of all quotes obtained.

1.5.3. The husbanding contractor is responsible for ensuring that the sources recommended to the ship's SUPPO for supply of bread, eggs and other subsistence items, such as meat and dairy products, have been approved by the U.S. Army Veterinary Corps. A listing of approved sources is available via the U.S. Army Veterinary Command (USA VETCOM) Domino Web Page at: http://vets.amedd.army.mil/vetcom/directory.htm (DOD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. Information on how to request and obtain sanitary inspection is provided per Attachment 10. The U.S. Army Veterinary Command requires 90 days advance notice to arrange for inspection of new facilities.

1.5.4. Husbanding contractors shall consider this requirement for inspection of sources when recommending or selecting suppliers of subsistence items. Under no circumstances should the contractor recommend or offer for acceptance subsistence items from non-approved sources.

1.5.5. The Contractor shall comply with the Quality Assurance Provisions as per Attachment 9.

3. BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship and have a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The Contractor shall place fenders between the breasting barge and the ship.

3.3. The Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. BROW (CLIN XX04)

4.1. The Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not to damage the surface of the pier.

4.2. Due to the dramatic height difference between the submarine deck and pier, the contractor provided submarine brow must afford personnel a smooth and safe transit when entering or exiting the submarine deck. Also, the submarine brow must be capable of supporting shore power cables without damaging the cable.

5. RESERVED (CAMELS) - (CLIN XX05) - The Contractor shall provide camels as fenders for the ship.

6. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX06)

6.1. The Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

6.2. The Contractor shall pump sewage from the ship to Contractor provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

6.3. The Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

6.4. The contractor shall provide CHT hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

6.5. When collection of CHT is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to vessel and with a minimum of four (4) mooring lines to secure alongside the ship.

6.6. The Contractor shall properly dispose of all sewage in accordance with C1. Paragraph 14. Standards For Professional Services.

6.7. A port surcharge may be levied for CHT services. The applicable surcharge will be calculated using the total cost of CHT services. An example would be where a surcharge of 15% is levied. If the total cost of CHT removal and disposal is US$5,000.00 then the surcharge would be US$750.00.

7. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX07)

7.1. The Contractor shall arrange for landlines to be installed aboard the ship.

7.2. The Contractor shall provide fully charged, mobile hand phones with charges capable of using dual voltage.

7.3. The Contractor shall provide activation, auto-roaming, long distance accounts, and airtime for land and hand phones.

7.4. The Contractor shall provide Prepaid International Calling Cards.

8. CRANE (CLIN XX08) - The Contractor shall provide cranes with operators, required assistant personnel, and support equipment such as slings, lifting bars, and nets. When ordered, the Contractor is required to provide mobile crane services (shore crane and floating crane) with operator. The Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

9. DOCKAGE AND WHARFAGE FEE (CLIN XX09) - The Contractor shall provide pier and wharf usage.

10. FENDERS (CLIN XX10) - The Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

11. FLEET LANDING (CLIN XX11) - The Contractor shall provide a Fleet Landing site at designated piers. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct FP operations.

12. FORCE PROTECTION (CLIN XX12)

12.1. General: (CLINs XX01 & XX02) The Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The Contractor will follow the requirements below unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

12.1.1. Access Points: The Contractor shall establish a single entry and exit point to the pier area.

12.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

12.1.3. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

12.1.3.1. Background Checks. The Contractor shall run security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees who fail this background investigation.

12.1.3.2. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

12.1.3.3. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

12.1.4. Access Lists: The contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

12.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

12.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

12.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

12.1.5. Inspections. The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

12.1.6. Stand-Off Distances:

12.1.6.1. Objects: The Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.1.6.2. Unloading Zones: The Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship or to the maximum extent practicable.

12.1.7 Warning Signs: The Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

12.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. A clear warning must be given that the use of deadly force may be authorized by the local security guards or police force.

12.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state "Restricted Area & Do Not Enter"
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

12.2. Non-Contract FP Measures: The contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC Det Singapore KO. The Contractor must explain what the FP service will entail and why it is being required. The KO will coordinate this requirement with appropriate FP personnel at FISC Det Singapore and COMLOGWESTPAC. Once a decision is made then the contractor will be either authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

12.3. Beach Guard Office or Tent (CLIN XX12AA)

12.3.1. The Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ships personnel while performing security checks on personnel, baggage, and vehicles.

12.3.2. The office or tent will be large enough to accommodate a minimum of 5 people. Tents will have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions. The office or tent shall be well lighted and identified for its intended use. The contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 lb, CO2 fire extinguisher will be provided and kept fully charged.

12.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

12.4. Dive and Vetting Operations (CLIN XX12AB AND CIN XX12AC)

12.4.1. The Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

12.4.2. The pier will be vetted prior to the ships arrival.

12.4.3. The Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

12.4.5. The Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

12.5. Floating Line of Demarcation (CLIN XX12AD THROUGH CLINXX12AF)

12.5.1. The Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FPM is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FPM is not designed to stop approaching unauthorized watercraft by fouling their propellers. Rather it is to help identify a safe standoff zone.

12.5.2. The Contractor shall comply with the specification of the FLD in Attachment 4.

12.6. Perimeter Fencing (CLIN XX12AG AND CLIN XX12AH)

12.6.1. The contractor shall provide an adequate Perimeter Fence around the pier area. The purpose of the perimeter fencing is to keep unauthorized individuals from easily gaining access to the Port area and the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep people out. If the Port has an outer perimeter fence with controlled vehicle access then that will normally be sufficient. If not, or if additional fencing is required to control access to the pier, then the Contractor will provide portable chain link fencing with vehicle and walk up entrances.

12.6.2. The perimeter fence provided by the Contractor must meet the following specifications:

Material: Chain link of aluminum or other durable metallic material
Height: Minimum height of 2.5 meters (7 feet)
Base: Temporarily set in pier or with sufficient concrete base to keep from being easily moved
Entry Point: Entry available for vehicles and personnel.

12.7. Physical Security Barriers (CLIN XX12AJ THROUGH CLIN XX12AM)

12.7.1. The contractor shall provide physical security barriers to completely close off the pier area around the ship. There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

12.7.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The most common form is the Water Filled Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used. As well as concrete block barriers. Availability will determine the requested type of barrier. A combination of barriers may also be used.

12.7.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zig zag patterns to control the speed of access.

12.7.4. A personnel entry point must be established through the barriers.

12.7.5. Barriers may also be used to seal off secondary Port gates.

12.7.6. All barriers must be placed prior to a ships arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

12.8. Picket Boats (CLIN XX12AN AND CLIN XX12AP)

12.8.1. The Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

12.8.2. The Contractor shall comply with Attachment 4 for picket boat operations.

12.9. RESERVED (Portable Latrine) - (CLIN XX12AQ)

12.9.1. The Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

12.9.2. The Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

12.9.3. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

12.9.4. The Contractor shall clean latrines twice daily.

12.10. Portable Lighting (CLIN XX12AR)

12.10.1 The Contractor shall provide portable flood lights to provide additional lighting at pierside or to light the water around ships. The purpose of the lighting is to provide adequate lighting when the Ports installed lighting is not sufficient. Lights may be positioned on the pier or onboard the ship.

12.10.2. The floodlights shall be portable with their own generator power source. Each floodlight shall contain a minimum of 1,500 Watts of lighting.

12.11. Security Guards on Picket Boat (CLIN XX12AS)

12.11.1. The Contractor shall provide security guards to patrol in picket boats. The Contractor shall comply with Attachment 5 for security guard operations.

12.12. Security Guards Pierside (CLIN XX12AT AND CLIN XX12AU)

12.12.1 The Contractor shall provide security guards Pierside to ensure only authorized personnel, vehicles, and material are allowed into restricted areas.

12.12.2. The Contractor shall comply with Attachment 5 for security guard operations.

12.13. Two Way Radios (CLIN XX12AV) The Contractor shall provide two way radio sets capable of communicating with the ship to designated individuals.

12.14. Handheld Explosive Detectors (CLIN XX12AW AND CLIN XX12AX) The Contractor shall provide handheld explosive explosive detectors capable of detecting explosives.

12.15. Handheld Wand Metal Detectors, High Sensitivity Type (CLINXX 12AY AND CLIN XX12AZ) The Contractor shall provide handheld metal detectors capable of detecting metal.

12.16. X-ray machines with high resolution color (CLIN XX12BA) The Contractor shall provide X-ray machines that are capable of X-raying hand carried luggage and bags to determine its contents.

12.17. Walk thru Metal Detectors with high sensitivity four zones (CLIN XX12BB) The Contractor shall provide walk thru metal detectors capable of detecting metal.

13. FORKLIFT WITH OPERATOR (CLIN XX13) The Contractor shall provide forklifts with operators for loading and unloading operations. Sizes in the schedule indicate the maximum lifting capacity of the forklift.

14. FUEL (CLIN XX14)

14.1. Normally, fuel is provided by the HN or by other U.S. Government bunkering contracts. However, if those sources are not available then the HS contractor may be required assist in obtaining the fuel. In that case, the Husbanding Contractor must comply with this paragraph and must ensure the attached specifications are met by the fuel provider.

14.2. If a ship requires the Husbanding Contractor to provide fuel, the Husbanding Contractor shall contact the bunkering contractor or HN source. If the HN or bunkering contractor can provide the fuel within the time needed, the Husbanding Agent shall so inform the ship. However, if the HN or US Government bunkering contractor cannot deliver the fuel when required by the ship, the Contractor shall so inform the SUPPO or NRCC and request approval to proceed. Only after this is done may the Contractor arrange for fuel delivery.

14.3. The Contractor shall only charge fuel at the daily commercial fuel rate established by the port or local authorities. The Contractor shall provide documentation of the daily rate to the SUPPO. The fuel price charged shall be free on board the ship whether at pier side or at anchor. Compensation for all husbanding efforts or costs associated with assisting in the acquisition and delivery of fuel (for instance, dealing with customs authorities) are included in, and otherwise covered by, the daily fixed husbanding services rates set out in the Schedule of Supplies/Services of this contract.

14.4. The Contractor shall provide documentation to the ship fuel officer that the fuel meets the specifications in Attachment 7 – Fuel Specifications.

14.5. The Contractor shall provide a fuel barge or truck to transport fuel to the ship.

14.6. The Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

14.7. The Contractor shall load the ordered fuel and transport to the ship. The Contractor shall transfer the fuel from the fuel barge or truck to the ship. The Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

14.8. The Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

15. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX15)

15.1. The Contractor shall remove and dispose of garbage and trash from the ship.

15.2. The Contractor shall provide dedicated refuse bins to the ship.

15.3. If collection is done by sea, the Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship, and at least four (4) mooring lines to secure alongside the ship.

15.4. The Contractor shall collect all loose refuse placed adjacent to refuse bins.

15.5. The Contractor shall immediately clean up any spilled refuse.

15.6. The Contractor shall properly dispose of all collected refuse.

16. LINESBOATS (CLIN XX16) The Contractor shall provide Linesboats to assist in docking line handling operations.

17. LINE HANDLERS (CLIN XX17)

17.1. The Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier.

17.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

18. RESERVED (MANLIFT) - (CLIN XX18)

18.1. The Contractor shall provide a manlift with a full fuel tank.

18.2. The contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 each morning.

18.3. If an operator is not provided, the Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The Contractor shall maintain documentation of ship personnel acknowledgement of the training.

19. MATERIAL HANDLING (CLIN XX19) LIGHTERAGE (CLIN XX19AL, XX19AM & XX19AN)

19.1. The Contractor shall provide material handling services for the ship. They will receive material shipped to them to include clearing customs, store the items, report the status of the items, deliver to the ship, and forward the items if unable to deliver.

19.1.1. The Contractor shall use counter-to-counter delivery and charge by each Bill of Lading.

19.1.2. All material shipped shall be labeled "SHIP'S SPARE IN TRANSIT"

19.1.3. Material shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship'sarrival.

19.1.4. Shipping documents shall be labeled 'SHIP'S SPARE(S) IN TRANSIT' and addressed to the ship's Commanding Officer of the Unit, care of The Contractor.

19.2. The Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel.

19.3. The Contractor shall provide Lighterage (water transportation) services for material handling items to include required barges and personnel.

19.4. The Contractor shall use forklifts and cranes from The Schedule.

19.5. The Contractor shall receive the package from the carrier and clear it through customs when the ship has arrived and berthed or anchored in the respective port. Any damages must be noted prior to acceptance.

19.6. The Contractor shall deliver the packge to the ship after arrival in port or the following morning.

19.7. The Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

19.8. The Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship.

19.9. The Contractor shall store the package so that it will not be damaged and forward to the next port of call or otherwise directed by the ship.

20. RESERVED (MISCELLANEOUS) - (CLIN XX20)

21. RESERVED (OIL BOOMS) - (CLIN XX21)

21.1. Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water.

21.2. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

21.3. The Contractor shall dispose all oil waste caught in the Oil Boom.

21.4. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

22. RESERVED (OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL) - (CLIN XX22)

22.1. The Contractor shall remove oily waste and aggregate water from the ship.

22.2. The Contractor shall pump oily waste and aggregate water from the ship to Contractor provided equipment.

22.3. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship duty engineer shall verify in writing the amount removed.

22.4. The contractor shall provide hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

22.5. When removal is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines to secure alongside the ship.

22.6. The Contractor shall properly dispose of all oily waste and aggregate water.

22.7. The Contractor shall pre-position Oily Waste Barges / Trucks when necessary, in accordance with Force protection or other requirements.

23. RESERVED (PAINT FLOAT) - (CLIN XX23)

23.1. The Contractor shall provide paint floats to hold personnel painting the ship.

23.2. The paint float deck shall be between two (2) to three (3) meters above the waterline and the scaffolding shall be no higher than 3.5 meters from the deck.

23.3. The ship is responsible to secure the paint float to the ship if rented for more than one day.

24. PILOTS (CLIN XX24) - The Contractor shall provide pilots to navigate the ship to and from the berthing locations.

25. POTABLE WATER (CLIN XX25) - The Contractor shall deliver fresh, potable water to the intake hose of the requesting ship in accordance with Attachment 7.

26. RESERVED (PRATIQUE) - (CLIN XX26) The Contractor shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

27. RESERVED (REEFER CONTAINER) - (CLIN XX27)

27.1. The Contractor shall provide reefer containers with power source for refrigerated storage.

27.2. The Contractor shall provide diesel generators with fuel and properly sized to operate reefers continuously. Generators shall emit sound levels of less than 84 decibels.

27.3. The Contractor shall make all power connections between the generator and reefer.

27.4. The Contractor shall operate the reefer at the temperature specified by the ship.

28. RESERVED (SHORE POWER) - (CLIN XX28)

28.1. The Contractor shall provide diesel generators with fuel along side the ship to supply shore power to the vessel. Generators shall emit sound levels of less than 84 decibels.

28.2. The Contractor shall provide all cables and make all power connections between the generator and ship.

29. RESERVED (SHORE STEAM) - (CLIN XX29) - The Contractor shall provide Shore Steam to the ship.

30. STEVEDORES (CLIN XX30) - The Contractor shall provide stevedores and supervisors for general labor.

31. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX31)

31.1. The Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

31.2. The Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

32. TRANSPORTATION VEHICLES (CLIN XX32)

32.1. The Contractor shall provide vehicle service with drivers for official government business.

32.2. The Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

32.3. The Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

32.4. The Contractor shall provide drivers who can speak and understand English clearly.

32.5. The Contractor shall provide only vehicles with air conditioning.

32.6. The Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

32.7. The Contractor shall return all items left in rental vehicles to the ship's SUPPO.

32.8. The Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

33. TUGS (CLIN XX33)

33.1. The Contractor shall provide tugs to bring ships to and from berthing locations.

33.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

33.3. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

34. WATER TAXIS (CLIN XX34)

34.1. The Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 8.

34.2. The Contractor shall return all items left in water taxis to the ship's SUPPO.

34.3. The Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times.

35. CRAFT REPORT (CLIN XX 35AA): The Contractor shall prepare and submit a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit C – CRAFT Report. The report shall be submitted to the FISC Det Contracting Officer or designated representative within five working days of each ship's departure.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J - LIST OF ATTACHMENTS AND EXHIBITS

Applicable documents, exhibits, and attachments for this contract are:

ATTACHMENT NO.	DOCUMENT	NO. OF PAGES
1.	Refuse Definitions	1
2.	Classification of Ships	2
3.	Floating Line of Demarcation Specification	3
4.	Picket Boat Operations & Specifications	2

5.	Armed Security Guard Operations	3
6.	Fuel Specifications	3
7.	Potable Water Specifications	6
8.	Water Taxi Specifications	4
9.	Quality Assurance Provisions	16
10.	Sample Letter requesting sanitary inspections	1

ATTACHMENT NO.	DOCUMENT	NO. OF PAGES
A	Schedule of Supplies and Services	5
B	Port Tariff	1
C	CRAFT Report	3

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	13-Dec-2006	N4034506RCSG0029	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-1005
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 29-Sep-2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999) (MODIFIED)

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzsnk02075171

1. The purpose of the modification is to extend the performance of services for the above numbered contract through six months. The expiration date of the contract is changed from 1 Jan 2007 through 30 Jun 2007.

2. There is no increased in the estimated total amount of the contract as a result of this extension.

3. All Other Terms and Conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	13-Dec-2006

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

005089

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM
The offeror bid date 26-Sep-2006 has been deleted.

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: N4034506RCSG0014

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-06-D-1004	24-Aug-2006		N40345-06-T-0013	04-Aug-2006

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)*

8. OFFER DUE DATE/LOCAL TIME: 02:00 PM 18 Aug 2006

9. ISSUED BY CODE N40345

U.S. FLEET AND INDUSTRIAL SUPPLY CENTER
DET SINGAPORE
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SMALL BUSINESS
  - [ ] HUBZONE SMALL BUSINESS
  - [ ] 8(A)

NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [X] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING 04

14. METHOD OF SOLICITATION
- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE LTD.
LEONARD FRANCIS
404 TELOK BLANGAH RD
SINGAPORE 098840

TEL. 656-272-9481

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED
- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$24,359.00 EST

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE
- [X] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED: 23-Aug-2006

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) Contracting Officer

TEL: (b)(6), (b)(7)(C)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot	$24,359.00	$24,359.00 EST
	Husbanding Services, Cochin, India FFP Performance period, 25 Aug to 24 Oct 2006. FOB: Destination PURCHASE REQUEST NUMBER: N4034506RCSG0014				
				NET AMT	$24,359.00 (EST.)

OVERVIEW
See Enclosure 1

PRICING SCHEDULE
See Exhibit A – Schedule of Supplies and Services

PORT TARIFFS
See Exhibit B – Estimated Port Tariff Costs

STATEMENT OF WORK
See Enclosure 2

ATTACHMENTS
Attachment 1: Refuse Service Definitions
Attachment 2: Ship Classifications
Attachment 3: Floating Line of Demarcation Specifications
Attachment 4: Picket Boat Operations Specifications
Attachment 5: Armed Security Guard Services Specifications
Attachment 6: Fuel Specifications
Attachment 7: Potable Water Specification

CRAFT FORMAT
See Exhibit C

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 25-AUG-2006 TO 24-OCT-2006	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	OCT 2003
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acq.osd.mil/dp/dars/
http://www.arnet.gov/
http://farsite.hill.af.mil/

(End of clause)

CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (FAR 52.212-4) (OCT 2003) - ADDENDUM

(a) Paragraph "(c)" of FAR 52-212-4. Does not apply to this solicitation.

(b) Oral Orders (Indefinite Delivery Contracts) (SUP 5252.216-9402) (JAN 1999). Oral orders may be placed, provided the following conditions are complied with:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.

(3) Invoices for supplies or services furnished in response to total orders will be accompanied with a received copy of each related delivery ticket.

(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

(c) Written Orders (Indefinite-Delivery Contracts) (SUP 5252.216-9403) (JAN 1992). Written orders on Standard Form 1449/DD Form 1155 will contain the following information, consistent with the terms of the contract:

(1) Date of order;
(2) Contract number and order number;
(3) Item number and description, quantity, and unit price;
(4) Delivery or performance date;
(5) Place of delivery or performance (including consignee);
(6) Packaging, packing, and shipping instructions, if any;
(7) Accounting and appropriation data;
(8) Any other pertinent information.

(d) Cancellation Of Orders

(1) Unless otherwise provided herein, in the event an order is canceled at least 24 hours prior to the required delivery, the U.S. Government will not be liable for any charges. For any order not canceled at least 24 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled “Termination for the Government’s Convenience”, as negotiated. Any disagreements shall be subject to the Disputes clause in the contract.

(2) In rare cases where long lead items were ordered, the Government may negotiate cost reimbursement under the Termination for the Government’s Convenience clause as stated above.

(3) In all cases, the Contractor is responsible for taking all necessary steps to mitigate any damages or termination costs on behalf of the U.S. Government.

(e) Invoices And Payments

(1) Payment will be made by the ship prior to departure from the port.

(2) If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Office, U.S. Naval Regional Contracting Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury Check.

(3) It is the Contractor’s responsibility to provide documents with all required information. Payment will only be made after delivery and acceptance of services.

(f) Payment by Third Party (FAR 52.232.36*)* (MAY 1999) - This clause is incorporated by reference.

(g) Ordering (FAR 52.216-18) (OCT 1995)

(1) Any supplies and services to be furnished under this contract shall be ordered by issuance of task/delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award to final day of the contract.

(2) All task/delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a task/delivery order or task order and this contract, the contract shall control.

(3) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the schedule.

(h) Order Limitations (FAR 52.216-19) (OCT 1995)

(1) *Minimum ordering amount.* When the Government requires supplies or services covered by this contract in an amount of less than US $50.00, the Government is not obligated to order, nor is the Contractor obligated to furnish, those supplies or services under this contract.

(2) *Maximum ordering amount*. The Contractor is not obligated to honor --

(i) Any order for a single item in excess of the estimated quantity for that item, which is identified in the pricing schedule of this contract;

(ii) Any single order for a combination of items in excess of the total estimated dollar value for the applicable performance period of this contract; or

(iii) A series of orders from the Government within 120 days that together call for quantities exceeding the estimated quantities identified in the pricing schedule by more than two hundred percent (200%).

(3) This is a requirements contract (which incorporates FAR 52.216-21), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(4) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum ordering limitations in paragraph (b), unless the order(s) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to furnish the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the required supplies or services from another source.

(i) Contract Type. The resulting contract will be a Fixed Price Requirements contract.

(j) Requirements (FAR 52.216-21) (OCT 1995)-(ALTERNATE I) (APR 1984)

(1) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(2) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the

Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(3) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(4) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(5) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(6) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after thirty (30) days beyond the expiration of the contract.

(k) Option To Extend Services (FAR 52.217-8) (NOV 1999) (MODIFIED). In order to maintain continuity of service, the Government may require continued performance of any services within the limits and at the rates specified in the contract. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise this option by written notice to the contractor within fifteen (15) days before the contract expires.

(l) Inconsistency Between English Version & Translation Of Contract (FAR 52.225-14) (FEB 2000). In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(m) Taxes – Foreign Fixed Price Contracts (FAR 52.229-6) (JUN 2003). Incorporated by reference.

(n) Payment by Electronic Funds Transfer--Central Contractor Registration (FAR 52.232-33) (OCT 2003). Incorporated by reference.

(o) Changes – Fixed Price (AUG 1987) (FAR 52.243-1) - (ALTERNATE II) (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(p) Authorized Changes Only By The Contracting Officer (SUP 5252.243-9400) (JAN 1992)

(1) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(2) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(3) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and FAX telephone number of the Procuring Contracting Officer (PCO) are:

Commercial Address:	U.S. Fleet & Industrial Supply Center Detachment Singapore PSA Sembawang Terminal Deptford Road, Building 7-4, Unit 2-9 Singapore 759657
Military Address:	PSC 470, Box 2150 FPO AP 96534-2150
FAX Numbers:	(65)-6-750-2639

(q) Provision for Wood Products (NRCC SINGAPORE) (MAR 2003) - Pinewood Nematode (microscopic roundworm) Free Non-Manufactured Wood Pacing (NMWP) Material

(1) Definition. ‘Pinewood nematode’ as used in this provision, means a microscopic roundworm that has infested coniferous (softwood) trees.

(2) All non-manufactured wood lumber, pallets boxes, crates, containers, reels blocking and bracing, dunnage, drums, etc. for all shipments are required to be certified pest- (pinewood nematode) free. All wood pallets, boxes, crates, containers, reels, blocking and bracing, dunnage, drums, etc. ordered/delivered from vendors/suppliers shall be heat-treated and marked to the American Lumber Standards Committee (ALSC), NMWP policy and enforcement standards. The approved method for ensuring NMWP material is pinewood nematode free is as follows:

(i) Heat-treated to a minimum core temperature of 56°C(133°F) for at least 30-minutes in a closed chamber that has been tested evaluated, and approved officially for this purpose. In addition, the susceptible wood shall display an officially approved heat-treated marking enabling the identification of where and by whom the above treatment has been carried out.

(3) All bulk lumber procured for the fabrication of pallets, boxes, crates, containers, reels, skids, blocking and bracing, dunnage, drums, etc., shall be certified and marked as a part of the fabrication process, to the ALSC NMWP policy and enforcement standards. Vendors/Suppliers using ALSC-certified lumber to make or repair wooden boxes, crates, skids, containers, pallets, reels, drums, etc., must have formal processing procedures and documentation to ensure that only certified lumber leaves their fabrication point.

(4) This provision is self-deleting if the material or supplies are not shipped in NMWP material.

(r) Freedom of Information Act (FOIA) (U.S. CODE/552) – Contract prices may be released under a FOIA request.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2006) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2006) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5 (JUL 2005) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.232-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	13-Dec-2006	N4034506RCSG0014	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD. LEONARD FRANCIS 404 TELOK BLANGAH RD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-1004
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 24-Aug-2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999) (MODIFIED)
☐	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzsnk02075177

1. The purpose of this modification is to extend the performance of services for the above numbered contract through four months. The expiration date of the contract is changed from 25 Dec 2006 through 24 Apr 2007.

2. There is no increased in the estimated total amount of the contract as a result of this extension.

3. All Other Terms and Conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	13-Dec-2006

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

005069

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	26-Sep-2006	N4034506RCSG0014	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD. LEONARD FRANCIS 404 TELOK BLANGAH RD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-1004
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 24-Aug-2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999) (MODIFIED)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzsnk020617580

1. The purpose of this modification is to extend the performance of services for the above numbered contract through two months. The expiration date of the contract is changed from 25 Oct 2006 through 24 Dec 2006.

2. There is no increased in the estimated total amount of the contract as a result of this extension.

3. All other Terms and Conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	26-Sep-2006

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

005093

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER N4034506RCSG010

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N40345-06-D-1003	26-Jun-2006		N40345-06-Q-1003	17-Jun-2006

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C) b. TELEPHONE NUMBER *(No Collect Calls)*

8. OFFER DUE DATE/LOCAL TIME 01:00 PM 23 Jun 2006

9. ISSUED BY CODE N40345

U.S. FLEET AND INDUSTRIAL SUPPLY CENTER
DET SINGAPORE
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SMALL BUSINESS
  - [ ] HUBZONE SMALL BUSINESS
  - [ ] 8(A)

NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [X] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING 12

14. METHOD OF SOLICITATION
- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE QB341

GLENN DEFENSE MARINE (ASIA) PTE LTD
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

TEL. (65)9798-3155/3163

FACILITY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE N68047

U.S. NAVAL REGIONAL CONTRACTING CENTER
DISBURSING OFFICER
BUILDING 7-4, PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED
- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$46,382.31 EST

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE
- [ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED 23-Jun-2006

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

(b)(6), (b)(7)(C) CONTRACTING OFFICER

TEL: (b)(6), (b)(7)(C)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section Supplies or Services and Price

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001		1	Lot		

Base Period - Husbanding Service
FFP
See Exhibit A for a complete listing of all CLINS and SUBCLINS for this CLIN.

THIS SOLICITATION IS ISSUED USING THE SIMPLIFIED ACQUISITION PROCEDURES AS AUTHORIZED BY FAR PART 13.5
FOB: Destination
PURCHASE REQUEST NUMBER: N4034506RCSG010

ESTIMATED NET AMT	$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
9000		1		$46,382.31	$46,382.31 EST

Exhibit A - ELIN's
FFP
Husbanding Services, Chennai
Period of Performance: 26 Jun 2006 through 25 Sep 2006
Price shall be in US Dollars and inclusive of all costs.
Price excluding Port Tariff = Estimated US$31,630.86
Price including Port Tariff = Estimated US$46,382.31
FOB: Destination
PURCHASE REQUEST NUMBER: N4034506RCSG010

ESTIMATED NET AMT	$46,382.31 (EST.)

Section Descriptions and Specification

OVERVIEW SECTION III
OVERVIEW OF CONTRACT

1. OBJECTIVE - The objective of this contract is to obtain husbanding services U.S. Navy ships visiting the port of Chennai, India.

2. SCOPE

2.1. This contract is for Husbanding Services (HS). It is to provide services and supplies requested by the ships while in port.

2.2. The contract may be subdivided into Lots. Lots may be for individual Ports or they may include several Ports under one Lot. For this contract, there are no Lots.

2.3. The individual HS items provided under this contract are listed in Section B, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).

2.4. There is also a requirement to assist the ship in obtaining unforeseen additional items relating to husbanding of the ship in port.

2.4. The holder of this contract is a US Navy contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price Requirements contract. The Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services.

4. DURATION OF CONTRACT - This contract is for three months and will commence 26 Jun 2006 through 25 Sep 2006. Additionally, the contract will include FAR 52.217-8 OPTION TO EXTEND SERVICES clause. The possible contract duration is twelve (12) months if the six (6) month extension of services is exercised under FAR 52.217-8.

5. CONTRACT USERS

5.1. Mandatory Users - U.S. Navy ships visiting locations covered under this contract are required to use this contract if HSs are requested (with the exceptions noted below). Ship classifications are listed in Attachment 2.

5.2. Optional Users - The following types of U.S. ships are not required to use this contract but may use it if desired. The Contractor is obligated to provide the service or supply at the same rates listed in The Schedule:

- Military Sealift Command Ships (USNS)
- U.S. Coast Guard (USCG) Ships
- U.S. Army Ships
- DoD Chartered Ships
- U.S. Government personnel conducting business in locations under this contract.

5.3. Exceptions: The Government has the choice to use or not use this contract under the following types of situations:

- During U.S. Military Exercises or Operations.
- When Host Nation provided support is available.
- When U.S. Government owned supplies or services are available.
- When ship repair work is being done in conjunction with the Port Visit.

6. RESERVED - MULTIPLE SHIP VISITS

7. ESTIMATED QUANTITIES - The number of ship visits and required services or supplies are only estimates. There is no guarantee that the government will meet or exceed the estimates. The ship is not obligated to use all items in The Schedule.

8. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities, or finally provide it themselves to include subcontractors. The Schedule lists what items are available through HN and Port Authorities.

9. RESERVED

10. RESERVED

11. RESERVED - SHIPYARDS

12. OTHER PERSONNEL – Other U.S. personnel conducting business at locations covered by this contract may order off of the contract without incurring Management Fees. These orders do not involve continuous management of husbanding services and maybe for items such as vehicles, phones or other services.

13. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English.

14. STANDARDS FOR PROFESSIONAL SERVICES

14.1. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

14.2. The Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

14.3. The Contractor is responsible for ensuring that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

14.4. The Contractor will ensure that subcontractors comply with these requirements.

14.5. The Contractor is reminded that it must comply with all applicable laws and regulations pertaining to Ethics and Standards of Conduct. The Contractor shall refrain from providing gratuities, upgrades, entertainment, food, parties and any other prohibited items.

15. HEIGHTENED VIGILANCE - The contractor has an obligation to be alert at all times in order to contribute to the protection of the ship and its crew. The contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The contractor also has an obligation to report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

16. COOPERATION - The Contractor will fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the Contractor will identify to Navy Force Protection Personnel and NCIS representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The Contractor will arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

17. CONTRACTOR PROVIDED EQUIPMENT - All vehicles, watercraft, and equipment provided under this contract must be in sound mechanical condition, be in compliance with local laws and specifications under this contract, meet all local safety standards, and have all required current certifications and insurance.

18. RESERVED – (GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM))

19. CONTRACT PRICING

19.1. Contract Currency – All contract prices are in U.S. Dollars (US$).

19.2. Fixed Price - Prices are firm-fixed-price per unit and are inclusive of ALL costs.

19.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

19.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

19.2.3. Pre-Positioning / Pre-Staging. All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

19.2.4. Repositioning equipment. All repositioning of equipment when required shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

19.2.5. All local Government taxes are included in the unit cost.

19.3. Port Tariff (PT) or other controlled prices - (See Exhibit B - Port Tariffs) Items listed as PT where a port or local government type organization controls the price will be paid at the current published rates. For example, if a port provides the Tug boat then the Contractor can only charge the U.S. Government what was charged for the Tug by the port.

19.4. Time Calculations. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged.

20. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

DY Day
EA Each
GL Gallon (3.785 Liters)

HR Hour
JB Job
LO Lot
NSP Not Separately Priced
PT Port Tariff
TP Trip
PK Package
LT Litres
BN Bin

21. ORDERING ITEMS ON CONTRACT

21.1. Authorized Ordering. Only Authorized Government Representatives (AGRs) can placed orders against this contract. AGRs for this contract are;

Warranted Ship Supply Officers (SUPPOs) of the ship visiting the port.
FISC Detachment Singapore Logistics Support Center (LSC) personnel authorized to issue Logistics Requirements (LOGREQs)
Any FISC Detachment Singapore warranted Contracting Officer.

21.2. Written Orders. All requests for Services and Supplies must be documented by an AGR with a written Task or Delivery Order using a SF 1449 or DD Form 1155. Orders should be given as soon as possible but no later than 48 hours prior to ship arrival.

21.3. Oral Orders. AGR oral orders are authorized for less than $100,000.00 Written confirmation of the oral order must be provided to the Contractor within ten (10) working days.

21.4. LOGREQ Orders. Issuance of a LOGREQ shall constitute placement of an order. The AGR will need to confirm the LOGREQ order with a Task or Delivery Order prior to invoicing.

21.5. Short Notice Orders. Occasionally, there may be short notice orders of less than 24 hours which the Contractor should support if possible. If the Contractor cannot support these requirements then AGR may solicit other companies to perform the work.

21.6. Method of Ordering. Orders may be issued by phone, facsimile or by E-mail.

22. ORDERING NON-CONTRACTS ITEMS

22.1. Non-Contract items may be requested using standard procurement procedures. Once requested, the contractor will assist in obtaining the item.

22.2. The contractor will provide a separate invoice for all Non-Contract Items with supporting documentation to the ship SUPPO for payment.

23. CANCELLATIONS

23.1. Orders may be cancelled orally or in writing. Oral cancellations will be followed-up with a written confirmation to the Contractor within ten (10) working days.

23.2. An order may be cancelled 24 hours before the start of the service or delivery of the supply item and the government will not be liable for any charges. For an order not cancelled at least twenty-four (24) hours in advance, the AGR is responsible for cancellations costs to be negotiated under the “Termination for the

Government's Convenience" (FAR 52.212-4(1)) section included in this contract. In all cases, the HS contractor is responsible for mitigating any damage or termination costs incurred because of the cancellation.

23.3. In extreme cases where an order was cancelled 24 hours in advance but the contractor incurred costs because the item had to be ordered early due to a long lead time, then the Contractor may request reimbursement of those costs. This will also be negotiated under the FAR 52.212-4 (1) clause.

24. PAYMENTS

24.1. The ship SUPPO or Disbursing Officer will pay all bills prior to ship departure with the exceptions listed below.

24.2. The Contractor shall prepare the invoice with supporting documentation for contract items and present it to the ship SUPPO with sufficient time prior to departure to allow payment. The Contractor will estimate usage for PT or To Be Determined (TBD) items if not known. The ship will pay the invoice using a U.S. Treasury check, cash, or credit card.

24.3. Credit Cards - The Contractor must accept the U.S. Government Commercial Purchase Card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPR is MasterCard.

24.4. In some cases, such as where the ship had to depart early or bills came in after the ship departed, NRCC Singapore will pay unpaid invoices (for U.S. Navy ships only). However, it is the Contractor's responsibility to ensure that the proper information is on the invoice and supporting documentation is provided. The Contractor must contact the ship to get missing information.

25. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any supply or service.

- CAMELS: See Fenders

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the year of the contract. The base year is zero (0), the first Option Year is one (1), and the second Option Year is two (2). (For example a base year would be 0XXX, and the first Option Year is 1XXX, and the second Option Year is 2XXX.) The second digit indicates the Lot number. (For example Lot 1 would be X1XX, Lot II would be X2XX) If there are no Lots in the contract then the second digit will be zero. (For example X0XX) The third and fourth digits are the service or supply item number. (For example XX01 is the first item, XX02 is the second item, and so forth.) If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX12 for Force Protection could be divided into XX12AA for Beach Guard Office and XX12AB Dive and Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: A calendar day.

- Delivery Order (D.O.): A delivery order is an order for supplies placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge. Commercial or commonly used self-fendering devices normally consist of car and/or truck tires. These may not be sufficient for U.S. Navy purposes. The Contractor is to inform vessel/s of this fact so that additional yokohama type pnematic fenders may be ordered when and if required.

- FORCE PROTECTION (FP). Security measures to protect a ship and their crew from dangerous situations such as terrorist actions. FP includes taking as many steps as possible to deter an attack. The HS contractor is responsible for contract FP items.

- GARBAGE: See Attachment 1 – Refuse Definitions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL: Items fully transferred to the Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOVERNMENT TAX: Government tax is a levy on goods and services made in the local country. The tax rate will vary from with the location. U.S. Navy is usually exempt from Government Taxes.

- HOST NATION: The country, which is being visited by the U.S. ship.

- HUSBAND: To provide all supplies and services requested by a ship during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other contractors work with the ship, assisting with Non-Contract item requests, and generally taking care of all the needs of the ship and personnel on board. It should utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION:

Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPERATELY PRICED (NSP): Item that is not seperately priced. Cost of the item should be factored into the Mangement Fee.

- POINT OF CONTACT (POC): A designated individual who is responsible for an item and is a single interface. The individual must be knowledgeable of the item and be able to answer questions and make decisions or obtain a decision when required.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples are pilot services, tugs, security guards, and potable water. The Contractor has no control over the price and the ship will pay the prevailing rate at the time of service.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- RESERVED: An item not used in this contract.

- RUBBISH: See Attachment 1 – Refuse Definitions.

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and is authorized to sign contracts and place orders.

- Task Order (T.O.): A task order is an order for services placed against an established contract or with Government sources.

- TRASH: See Attachment 1 – Refuse Definitions.

22. CONTRACTOR REPRESENTATIVE – The Government shall contact the following Contractor person(s) for prompt contract management:

Name of Individual:	LEONARD G. FRANCIS
Title of Individual:	MANAGING DIRECTOR
Mailing Address:	GLENN BLDG, NO. 404 TELOK BLANGAH ROAD 098840 SINGAPORE
Tel No. (Work)	+65-62727937
Fax No. (Work)	+65-62729481
Mobile:	+65 97983155 / 97983163
E-mail address:	leonard@glennmarinegroup.com glenncom@glennmarinegroup.com

SECTION C2 – STATEMENT OF WORK

TASKS: The Contractor shall perform the following tasks when ordered by an AGR.

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 2 – Classifications of Navy Ships)

1.1. PRE-ARRIVAL HUSBANDING DUTIES

1.1.1. The Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The Contractor shall order requested services and supplies.

1.1.3. The contractor shall furnish to each ship a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated quantities and prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship's arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated "additional" costs.

1.1.4. These estimates shall be provided for all US Navy, Military Sea-lift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the Husbanding Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché' at the U. S. Defense Attaché Office.

1.1.6. The Contractor shall prepare and stage all required supplies and equipment prior to the ship's arrival. Staging may be as required by each location.

1.1.7. The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements. For example, the HS Contractor would coordinate Provisioning contractors delivery dates, times, forklifts, cranes, stevedores, inspections, or any other item needed for them to perform their work at the berth.

1.1.8. The Contractor shall assist the ship's Advance Party to include planning and coordination meetings.

1.2. POST-ARRIVAL HUSBANDING DUTIES

1.2.1. The Contractor shall Husband the ship when at the berthing location.

1.2.2. The Contractor shall install all equipment upon ship arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The Contractor shall brief the designated ship representative about Contractor provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. Also, the contractor will provide their POC information with 24-hour contact phone numbers.

1.2.5. The Contractor shall provide a copy of Overview, The Schedule and SOW to the SUPPO.

1.2.6. Money Exchange Services

1.2.6.1. Moneychangers: The Contractor shall arrange for authorized moneychangers to exchange ship personnel U.S. dollars with local currency. The moneychangers may include a nominal commission of no more than plus or minus 1.5% difference from the Official Rate as stated below.

1.2.6.2. The Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. This Official Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.7. Laundry Services:

1.2.7.1 The Contractor shall arrange for laundry and dry cleaning services for the ship. Service will be available for
the ship's laundry and for individual crewmember usage. Crewmembers will settle their own bills. Vendors will be required to start service the first day of the ship arrival and ensure all items are returned to the ship prior to ship departure.

1.2.7.2 The Contractor shall assist in resolving vendor billing discrepancies.

1.2.8. RESERVED – (Interpreter Services)

1.2.9. Mail Delivery Service: The Contractor shall provide mail pick-up and delivery service for the ship. The ship must provide military members to escort the mail.

1.2.10. Moral Welfare and Recreation (MWR) Services: The Contractor shall assist ship personnel in booking MWR trips, tours, hotel accommodations, or other MWR type items if there is no other U.S. Navy authorized Information, Ticket and Tours (ITT) contractor servicing the ship.

1.2.10.1 If an ITT contract has been awarded which covers this Port location then the HS Contractor must refer all MWR requests to the authorized ITT contractor. If awarded, the ITT contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the Contractor assist crew personnel in booking these services if an ITT representative is servicing the ship.

1.2.11. The Contractor shall coordinate with other US Government contractors in performing their required services after ships arrival. This includes passing orders and coordinating delivery requirements. Any disputes or discrepancies arising from the order will be resolved directly between the ship and the other contractor(s) with assistance from the HS Contractor.

1.2.12. The Contractor shall facilitate the ship's timely departure.

1.2.12.1. The Contractor shall provide a cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.12.2. The Contractor must obtain an acceptable written receipt from an authorized ship personnel accepting all services or supplies provided.

1.2.12.3. The Contractor shall remove all provided equipment.

1.2.13. The Contractor shall assist ship personnel with immigration and customs requirements into their country. This includes providing Visa and Customs application forms. The Contractor shall contact the ship prior to arrival to ascertain how many personnel will require assistance.

1.2.14. Invoicing. The Contractor shall meet the following invoicing objectives:

1.2.14.1 Provide accurate invoices of delivered supplies and services rendered to the ship. Invoices shall be submitted to the ship's SUPPO no later than 24 hours prior to the ship's departure.

2. RESERVED - Not to be used.

3. RESERVED (BREASTING AND FENDERING BARGE) - (CLIN XX03)

4. BROW (CLIN XX04) - The Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not damage the surface of the pier.

4.1. Due to the dramatic height difference between the submarine deck and pier, the contractor provided submarine brow must afford personnel a smooth and safe transit when entering or exiting the submarine deck. Also, the submarine brow must be capable of supporting shore power cables without damaging the cable.

5. RESERVED (CAMELS) - (CLIN XX05)

6. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX06)

6.1. The Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

6.2. The Contractor shall pump sewage from the ship to Contractor provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

6.3. The Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

6.4. The contractor shall provide CHT hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

6.5. When collection of CHT is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to vessel and with a minimum of four (4) mooring lines to secure alongside the ship.

6.6. The Contractor shall properly dispose of all sewage in accordance with C1. Paragraph 14. Standards For Professional Services.

6.7. A port surcharge may be levied for CHT services. The applicable surcharge will be calculated using the total cost of CHT services. An example would be where a surcharge of 15% is levied. If the total cost of CHT removal and disposal is US$5,000.00 then the surcharge would be US$750.00.

7. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX07)

7.1. The Contractor shall arrange for landlines to be installed aboard the ship.

7.2. The Contractor shall provide fully charged, mobile hand phones with charges capable of using dual voltage.

7.3. The Contractor shall provide activation, auto-roaming, long distance accounts, and airtime for land and hand phones.

7.4. The Contractor shall provide Prepaid International Calling Cards.

8. CRANE (CLIN XX08) - The Contractor shall provide cranes with operators, required assistant personnel, and support equipment such as slings, lifting bars, and nets. When ordered, the Contractor is required to provide mobile crane services (shore crane and floating crane) with operator. The Contractor shall co-ordinate

with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

9. DOCKAGE AND WHARFAGE FEE (CLIN XX09) - The Contractor shall provide pier and wharf usage.

10. RESERVED (FENDERS) - (CLIN XX10)

11. RESERVED (FLEET LANDING) - (CLIN XX11)

12. FORCE PROTECTION (CLIN XX12)

12.1. General: (CLINs XX01 & XX02) The Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The Contractor will follow the requirements below unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

12.1.1. Access Points: The Contractor shall establish a single entry and exit point to the pier area.

12.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

12.1.3. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

12.1.3.1. Background Checks. The Contractor shall run security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees who fail this background investigation.

12.1.3.2. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

12.1.3.3. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

12.1.4. Access Lists: The contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

12.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

12.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

12.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

12.1.5. Inspections. The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

12.1.6. Stand-Off Distances:

12.1.6.1. Objects: The Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.1.6.2. Unloading Zones: The Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship or to the maximum extent practicable.

12.1.7 Warning Signs: The Contractor shall procure FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen.

12.1.7.1. Purpose: The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. A clear warning must be given that the use of deadly force may be authorized by the local security guards or police force.

12.1.7.2. Sign Specifications:

- Language: Must be in the local language(s) as well as English.
- Wording: Must state “Restricted Area & Do Not Enter”
- Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
- Color: Yellow or white with black lettering
- Visibility: Must be highly visible from a distance of 400 feet (125 meters)
- Durability: Must withstand inclement weather for extended periods (minimum six continuous days)

12.2. Non-Contract FP Measures: The contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the FISC DET SINGAPORE KO. The Contractor must explain what the FP service will entail and why it is being required. The KO will coordinate this requirement with appropriate FP personnel at FISC DET SINGAPORE and COMLOGWESTPAC. Once a decision is made then the contractor will be either authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

12.3. Beach Guard Office or Tent (CLIN XX12AA)

12.3.1. The Contractor shall provide an office area or a tent for a Beach Guard Office at the pier for docked ships and at the Fleet Landing area for anchored ships. The purpose of the tent is to provide a shelter for contracted security guards, local police, and ships personnel while performing security checks on personnel, baggage, and vehicles.

12.3.2. The office or tent will be large enough to accommodate a minimum of 5 people. Tents will have at least three roll down sides to protect people from the elements. The office or tent will be equipped with a table, two to four chairs as required, and a fan or heater depending on the weather conditions. The office or tent shall be well lighted and identified for its intended use. The contractor will ensure that there is a communication system with the ship such as a landline, two way radio, or cell phone in the office or tent. A fully charged, 20 lb, CO2 fire extinguisher will be provided and kept fully charged.

12.3.3. Warning signs will be posted in the immediate area of the office or tent in English and HN language warning personnel of security measures.

12.4. Dive and Vetting Operations (CLIN XX12AB)

12.4.1. The Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

12.4.2. The pier will be vetted prior to the ships arrival.

12.4.3. The Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

12.4.5. The Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

12.5. RESERVED (FLOATING PERIMETER) - (CLIN XX12AC AND XX12AD)

12.6. RESERVED (PERIMETER FENCING) - (CLIN XX12AE)

12.7. Physical Security Barriers – (CLIN XX12AF AND XX12AG)

12.7.1. The Contractor shall provide physical security barriers to completely close off the pier area around the ship.
There will be one vehicle and one personnel entry point. The purpose of the physical barriers is to keep unauthorized vehicles from easily gaining access to the Pier. It is designed to provide a safety barrier or standoff distance from the docked ship and to keep unauthorized vehicles from gaining access to the ship.

12.7.2. The barriers may be of different design and material as long as they are approved by the FP personnel. The
most common form is the Water Filler Barrier (WFB) such as is used in road construction. Empty 20 ft or 40 ft shipping containers may also be used. As well as concrete block barriers. Availability will determined the requested type of barrier. A combination of barriers may also be used.

12.7.3. A vehicle entry point must be established through the barriers for vehicles servicing the ship. The entry point should be a series of zig zag patterns to control the speed of access.

12.7.4. A personnel entry point must be established through the barriers.

12.7.5. Barriers may also be used to seal off secondary Port gates.

12.7.6. All barriers must be placed prior to a ships arrival. The ship's FP Officer will have final approval of positioning of the barriers and of the entry points.

12.8. Picket Boats with Driver (CLIN XX12AK)

12.8.1. The Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

12.8.2. The Contractor shall comply with Attachment 3 for picket boat operations.

12.9. RESERVED (Portable Latrine) - (CLIN XX12AL)

12.10. RESERVED (Portable Lighting) - (CLIN XX12AM)

12.11. Armed and Unarmed Security Guard Services (CLIN XX12AN AND XX12AP)

12.11.1. The Contractor shall provide security guards to patrol in picket boats and at pier side to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

12.11.2. The Contractor shall comply with Attachment 4 for security guard operations.

12.12. Two Way Radios (CLIN XX12AQ) The Contractor shall provide two way radio sets capable of communicating with the ship to designated individuals.

13. FORKLIFT WITH OPERATOR (CLIN XX13) The Contractor shall provide forklifts with operators for loading and unloading operations. Sizes in the schedule indicate the maximum lifting capacity of the forklift.

14. FUEL (CLIN XX14)

14.1. Normally, fuel is provided by the HN or by other U.S. Government bunkering contracts. However, if those sources are not available then the HS contractor may be required assist in obtaining the fuel. In that case, the Husbanding Contractor must comply with this paragraph and must ensure the attached specifications are met by the fuel provider.

14.2. If a ship requires the Husbanding Contractor to provide fuel, the Husbanding Contractor shall contact the bunkering contractor or HN source. If the HN or bunkering contractor can provide the fuel within the time needed, the Husbanding Agent shall so inform the ship. However, if the HN or US Government bunkering contractor cannot deliver the fuel when required by the ship, the Contractor shall so inform the SUPPO or NRCC and request approval to proceed. Only after this is done may the Contractor arrange for fuel delivery.

14.3. The Contractor shall only charge fuel at the daily commercial fuel rate established by the port or local authorities. The Contractor shall provide documentation of the daily rate to the SUPPO. The fuel price charged shall be free on board the ship whether at pier side or at anchor. Compensation for all husbanding efforts or costs associated with assisting in the acquisition and delivery of fuel (for instance, dealing with customs authorities) are included in, and otherwise covered by, the daily fixed husbanding services rates set out in the Schedule of Supplies/Services of this contract.

14.4. The Contractor shall provide documentation to the ship fuel officer that the fuel meets the specifications in Attachment 5 – Fuel Specifications.

14.5. The Contractor shall provide a fuel barge or truck to transport fuel to the ship.

14.6. The Contractor shall inspect the barge or truck prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier.

14.7. The Contractor shall load the ordered fuel and transport to the ship. The Contractor shall transfer the fuel from the fuel barge or truck to the ship. The Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

14.8. The Contractor shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed.

15. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX15)

15.1. The Contractor shall remove and dispose of garbage and trash from the ship.

15.2. The Contractor shall provide dedicated refuse bins to the ship.

15.3. If collection is done by sea, the Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship, and at least four (4) mooring lines to secure alongside the ship.

15.4. The Contractor shall collect all loose refuse placed adjacent to refuse bins.

15.5. The Contractor shall immediately clean up any spilled refuse.

15.6. The Contractor shall properly dispose of all collected refuse.

16. RESERVED (LINESBOATS) - (CLIN XX16)

17. LINE HANDLERS (CLIN XX17)

17.1. The Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier.

17.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

18. RESERVED (MANLIFT) - (CLIN XX18)

19. MATERIAL HANDLING (CLIN XX19)

19.1. The Contractor shall provide material handling services for the ship. They will receive material shipped to them to include clearing customs, store the items, report the status of the items, deliver to the ship, and forward the items if unable to deliver.

19.2. The Contractor shall provide Drayage (land transportation) services for material handling items to include required trucks and personnel.

19.3. The Contractor shall use forklifts and cranes from The Schedule.

19.4. Material Handling

19.4.1. Packages under 150 lbs (68.18 kl) will normally be priority airmailed via a government contract called WWX utilizing FEDEX, UPS, or DHL companies. The WWX contractor will bring the package into the country, clear customs, and deliver to the HS Contractor. The package might also be sent by regular airmail or by ship whereby the Contractor will have to clear the package through customs.

19.4.2. Packages over 150 lbs (68.18 kl) up to 20 tons will be sent via any commercial means but not by WWX. The Contractor will have to clear the package through customs.

19.4.3. The Contractor shall receive the package from the carrier and clear it through customs if other than WWX. Any damages must be noted prior to acceptance.

19.4.4. The Contractor shall store the package so that it will not be damaged.

19.4.5. The Contractor shall send status reports after receipt, after deliver, and if unable to deliver to a designated government representative.

19.4.6. The Contractor shall deliver the package to the ship after arrival in port.

19.4.7. The Contractor shall forward the package to a designated location if for any reason it cannot be delivered to the ship.

20. RESERVED (MISCELLANEOUS) - (CLIN XX20)

21. RESERVED (OIL BOOMS) - (CLIN XX21)

22. OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX22)

22.1. The Contractor shall remove oily waste and aggregate water from the ship.

22.2. The Contractor shall pump oily waste and aggregate water from the ship to Contractor provided equipment.

22.3. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship duty engineer shall verify in writing the amount removed.

22.4. The contractor shall provide hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

22.5. When removal is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines to secure alongside the ship.

22.6. The Contractor shall properly dispose of all oily waste and aggregate water.

22.7. The Contractor shall pre-position Oily Waste Barges / Trucks when necessary, in accordance with Force protection or other requirements.

23. RESERVED (PAINT FLOAT) - (CLIN XX23)

24. PILOTS (CLIN XX24) - The Contractor shall provide pilots to navigate the ship to and from the berthing locations.

25. POTABLE WATER (CLIN XX25) - The Contractor shall deliver fresh, potable water to the intake hose of the requesting ship in accordance with Attachment 6.

26. RESERVED (PRATIQUE) - (CLIN XX26)

27. RESERVED (REEFER CONTAINER) - (CLIN XX27)

28. RESERVED (SHORE POWER) - (CLIN XX28)

29. RESERVED (SHORE STEAM) - (CLIN XX29)

30. STEVEDORES (CLIN XX30) - The Contractor shall provide stevedores and supervisors for general labor.

31. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX31)

31.1. The Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

31.2. The Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

32. TRANSPORTATION VEHICLES (CLIN XX32)

32.1. The Contractor shall provide vehicle service with drivers for official government business.

32.2. The Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

32.3. The Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

32.4. The Contractor shall provide drivers who can speak and understand English clearly.

32.5. The Contractor shall provide only vehicles with air conditioning.

32.6. The Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

32.7. The Contractor shall return all items left in rental vehicles to the ship's SUPPO or to FISC Det Singapore LSC if the ship has departed.

32.8. The Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

33. TUGS (CLIN XX33)

33.1. The Contractor shall provide tugs to bring ships to and from berthing locations.

33.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

33.3. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

34. RESERVED (WATER TAXIS) - (CLIN XX34)

35. CRAFT REPORT (CLIN XX 35): The Contractor shall prepare and submit a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit C – CRAFT Report. The report shall be submitted to the FISC Det Singapore Contracting Officer or designated representative within five working days of each ship's departure.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
9000	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
9000	N/A	N/A	N/A	N/A

Section Contract Administration Data

Section Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.212-4 Contract Terms and Conditions--Commercial Items SEP 2005

CLAUSES INCORPORATED BY FULL TEXT

CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (FAR 52.212-4) (OCT 2003) - ADDENDUM

(a) Paragraph "(c)" of FAR 52-212-4. Does not apply to this solicitation.

(b) Oral Orders (Indefinite Delivery Contracts) (SUP 5252.216-9402) (JAN 1999). Oral orders may be placed, provided the following conditions are complied with:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.

(3) Invoices for supplies or services furnished in response to total orders will be accompanied with a received copy of each related delivery ticket.

(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

(c) Written Orders (Indefinite-Delivery Contracts) (SUP 5252.216-9403) (JAN 1992). Written orders on Standard Form 1449/DD Form 1155 will contain the following information, consistent with the terms of the contract:

(1) Date of order;
(2) Contract number and order number;
(3) Item number and description, quantity, and unit price;
(4) Delivery or performance date;
(5) Place of delivery or performance (including consignee);
(6) Packaging, packing, and shipping instructions, if any;
(7) Accounting and appropriation data;
(8) Any other pertinent information.

(d) Cancellation Of Orders (NRCC SINGAPORE) (MAR 2003)

(1) Unless otherwise provided herein, in the event an order is canceled at least 24 hours prior to the required delivery, the U.S. Government will not be liable for any charges. For any order not canceled at least 24 hours prior to the required delivery time, the Ordering activity shall be responsible for termination costs in accordance with the contract clause titled "Termination for the Government's Convenience", as negotiated. Any disagreements shall be subject to the Disputes clause in the contract.

(2) In rare cases where long lead items were ordered, the Government may negotiate cost reimbursement under the Termination for the Government's Convenience clause as stated above.

(3) In all cases, the Contractor is responsible for taking all necessary steps to mitigate any damages or termination costs on behalf of the U.S. Government.

(e) Invoices And Payments (NRCC SINGAPORE) (MAR 2003)

(1) Payment will be made by the ship prior to departure from the port.

(2) If payment was unable to be made by the ship due to extenuating circumstances, the payment will be made by the Disbursing Office, U.S. Naval Regional Contracting Center, Singapore, PSA Sembawang Terminal, Deptford Road, Building 7-4, Singapore 759657. Payment will be in U.S. dollars through electronic funds transfer or U.S. Treasury Check.

(3) It is the Contractor's responsibility to provide documents with all required information. Payment will only be made after delivery and acceptance of services.

(f) Payment by Third Party (FAR 52.232.36*)* (MAY 1999) - This clause is incorporated by reference.

(g) Ordering (FAR 52.216-18) (OCT 1995)

(1) Any supplies and services to be furnished under this contract shall be ordered by issuance of task/delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award to final day of the contract.

(2) All task/delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a task/delivery order or task order and this contract, the contract shall control.

(3) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the schedule.

(h) Order Limitations (FAR 52.216-19) (OCT 1995)

(1) *Minimum ordering amount.* When the Government requires supplies or services covered by this contract in an amount of less than US $50.00, the Government is not obligated to order, nor is the Contractor obligated to furnish, those supplies or services under this contract.

(2) *Maximum ordering amount*. The Contractor is not obligated to honor --

(i) Any order for a single item in excess of the estimated quantity for that item, which is identified in the pricing schedule of this contract;

(ii) Any single order for a combination of items in excess of the total estimated dollar value for the applicable performance period of this contract; or

(iii) A series of orders from the Government within 120 days that together call for quantities exceeding the estimated quantities identified in the pricing schedule by more than two hundred percent (200%).

(3) This is a requirements contract (which incorporates FAR 52.216-21), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(4) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum ordering limitations in paragraph (b), unless the order(s) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to furnish the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the required supplies or services from another source.

(i) Contract Type (NRCC SINGAPORE) (MAR 2003). The resulting contract will be a Fixed Price Requirements contract.

(j) Requirements (FAR 52.216-21) (OCT 1995)-(ALTERNATE I) (APR 1984)

(1) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(2) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(3) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(4) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(5) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(6) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after thirty (30) days beyond the expiration of the contract.

(k) Option To Extend Services (FAR 52.217-8) (NOV 1999) (MODIFIED). In order to maintain continuity of service, the Government may require continued performance of any services within the limits and at the rates specified in the contract. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise this option by written notice to the contractor within fifteen (15) days before the contract expires.

(l) Option To Extend The Term Of The Contract (FAR 52.217-9) (MAR 2000)

(1) The Government may extend the term of this contract by written notice to the Contractor within 15 days prior to the expiration of the current performance period of the contract; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(2) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(3) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty-six (66) months.

(m) Inconsistency Between English Version & Translation Of Contract (FAR 52.225-14) (FEB 2000). In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(n) Taxes – Foreign Fixed Price Contracts (FAR 52.229-6) (JUN 2003). Incorporated by reference.

(o) Payment by Electronic Funds Transfer--Central Contractor Registration (FAR 52.232-33) (OCT 2003). Incorporated by reference.

(p) Changes – Fixed Price (AUG 1987) (FAR 52.243-1) - (ALTERNATE II) (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(q) Authorized Changes Only By The Contracting Officer (SUP 5252.243-9400) (JAN 1992)

(1) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(2) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(3) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and FAX telephone number of the Procuring Contracting Officer (PCO) are:

Commercial Address: U.S. Naval Regional Contracting Center
PSA Sembawang Terminal
Deptford Road, Building 7-4, Unit 2-9
Singapore 759657

Military Address: PSC 470, Box 2100
FPO AP 96534-2100

FAX Numbers: (65)-6-750-2639 or 2382

(r) Provision for Wood Products (NRCC SINGAPORE) (MAR 2003) - Pinewood Nematode (microscopic roundworm) Free Non-Manufactured Wood Pacing (NMWP) Material

(1) Definition. ‘Pinewood nematode’ as used in this provision, means a microscopic roundworm that has infested coniferous (softwood) trees.

(2) All non-manufactured wood lumber, pallets boxes, crates, containers, reels blocking and bracing, dunnage, drums, etc. for all shipments are required to be certified pest- (pinewood nematode) free. All wood pallets, boxes, crates, containers, reels, blocking and bracing, dunnage, drums, etc. ordered/delivered from vendors/suppliers shall be heat-treated and marked to the American Lumber Standards Committee (ALSC), NMWP policy and enforcement standards. The approved method for ensuring NMWP material is pinewood nematode free is as follows:

(i) Heat-treated to a minimum core temperature of 56°C(133°F) for at least 30-minutes in a closed chamber that has been tested evaluated, and approved officially for this purpose. In addition, the susceptible wood

shall display an officially approved heat-treated marking enabling the identification of where and by whom the above treatment has been carried out.

(3) All bulk lumber procured for the fabrication of pallets, boxes, crates, containers, reels, skids, blocking and bracing, dunnage, drums, etc., shall be certified and marked as a part of the fabrication process, to the ALSC NMWP policy and enforcement standards. Vendors/Suppliers using ALSC-certified lumber to make or repair wooden boxes, crates, skids, containers, pallets, reels, drums, etc., must have formal processing procedures and documentation to ensure that only certified lumber leaves their fabrication point.

(4) This provision is self-deleting if the material or supplies are not shipped in NMWP material.

(s) Freedom of Information Act (FOIA) (U.S. CODE/552) (NRCC SINGAPORE) (MAR 2003) – Contract prices may be released under a FOIA request.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2005) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acq.osd.mil/dp/dars/
http://www.arnet.gov/
http://farsite.hill.af.mil/

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

_X___ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

____252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

____252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

____ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).).

____ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

____ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

____ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2005) (------ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

____ 252.225-7021 Trade Agreements (JUN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

____ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (------ Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

_____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

____ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

_____ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

_X___ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (_____Alternate I) (MAR 2000) (_____Alternate II) (MAR 2000) (____Alternate III (May 2002).

____252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

Section Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

10 Exhibit A – ELINs

Exhibit A – ELINs Schedule of Supplies And Services

9A Exhibit B - Port Tariff Type Costs

Exhibit B – Port Tariff Type Costs

ATTACHMENT 1

REFUSE SERVICE DEFINITIONS

The following are Refuse Definitions used for this contract:

(A) **"Refuse"** includes all garbage, ashes, debris, rubbish and other similar waste material, and anything else delivered to the ship, but not taken onboard due to spoilage, etc., even though such refuse was not aboard the vessel when it arrived in port. Not included are explosives and incendiary waste and contaminated waste from medical and radiological processes.

(B) **"Garbage"** means animal and vegetable waste (and containers thereof) resulting from the handling, preparation, cooking, and consumption of foods. Edible, or hog food, garbage is the portion of waste food, which has been segregated for salvage.

(C) **"Ashes"** means the residue from burned wood, coal, coke, and other combustible material.

(D) "**Debris**" means grass cuttings, tree trimmings, stumps, street sweepings, rooting and construction wastes, and similar waste material.

(E) "**Rubbish**" means a variety of unsalvageable waste material such as metal, glass, crockery, floor sweepings, paper, wrappings, containers, cartons, and similar articles not used in preparing or dispensing food. Rubbish is further subdivided into:

(F) "**Combustible Rubbish**" which can be burned readily in an incinerator or burning pit.

(G) "**Noncombustible Rubbish**" which cannot be burned at ordinary incinerator temperatures (800 to 1,800 degrees F.)

(H) "**Receptacles**" or "**Containers**" means cans, drums, bins, or similar receptacles, which can be handled easily, and multiple containers, which are handled by mechanical truck-mounted hoists. A **"bin"** is defined as a standard garbage bin used for this service which can vary in size. Size will be identified in The Schedule Sub-CLINs.

ATTACHMENT 2

SHIP CLASSIFICATIONS (DESCRIPTION OF U.S. NAVY SHIPS BY CLASS AND TYPE)

The following are Ship Classifications used for this contract.

Class IA	Draft ft (mt)	Length ft (mt)	Beam ft (mt)	Displ tons	Maximum Crew Members
HSIC	5 (1.4)	82 (24.99)	17.5 (5.33)	57	21
PC 2-8	8 (2.4)	179(54.6)	26(7.9)	354	52
Class I					
ARS 50-53	18 (5.5)	255 (77.7)	51 (15.5)	3,181	99
MCM 1-14	13 (4)	224 (68)	39 (12)	1,373	100
T-AGOR 14-26	19 (5.6)	278 (85)	53 (16)	3400	70
T-AGS 51-65	19 (5.8)	329 (100)	58 (17.7)	4,762	51
T-ATF 166-172	16 (5)	226 (67)	42 (12.8)	2,000	24
SSN 21-23	36 (11)	453 (107)	42 (13)	8,060	148
SSN 688-779	32 (10)	362 (110)	33 (10)	6,900	127
SSBN/SSGN 726-743	38 (11.5)	560 (170)	42 (12.8)	18,700	153
HSV/HSVH	11.15(3.4)	321.5 (98)	88.6 (27)	1,358	42
WAGB	28 (8.5)	399 (122)	83.5 (26)	13,194	160
WHEC	22.6 (6.89)	378 (115)	43 (13)	3,250	166
WMEC(HALEY)	17 (5.19)	282 (86)	50 (15.2)	3,000	100
WMEC(RELIANCE)	12.5 (3.81)	210 (64)	34 (10)	1,000	77
WMEC(FAMOUS)	14.5 (4.42)	270 (82)	38 (11.58)	1,800	69
MHC 51-62	9.5(2.9)	188 (58)	35.9(11)	930	56
LSV 1-6	12(3.7)	273 (83)	60(18.3)	4,265	36
LCS 1 & 3	12 (3.7)	379 (115.5)	43 (13.1)	2,840	50
LCS 2 & 4	15 (4.5)	420 (127.9)	93 (28.4)	2,650	45
T-AGOS	26 (7.9)	282 (85.8)	96 (29.2)	5,370	45
AGSS 555	18 (5.5)	165 50.3)	20 (5.9)	860	40
Class II					
T-AE 26-35	31 (9.5)	564 (172)	81 (25)	20,169	403
T-AFS 3-10	26 (8)	523 (159.5)	72 (22)	16,680	193
T-AKE 1-2	30 (9)	689 (210)	106 (32.3)	40,298	192
T-AO 187-204	35 (11)	677 (206)	97 (29.6)	40,700	135
T-AOT 1121-1125	36 (10.8)	615 (187.5)	90 (27.4)	39,624	32
DD 963 & 987	33 (10)	563 (171)	55 (17)	9,884	352
DDG 51-105	33 (10)	511 (156)	67 (20.4)	8,344	380
FFG 8-61	26 (8)	453 (138)	47 (14.3)	4,016	217
CG 50-73	33 (10.0)	567 (173)	55 (16.8)	9,966	360
Class III					
T-AOE 6-10/ AOE 2	40 (12)	796 (242)	107 (53)	53,600	708
AS 39-40	29 (9)	649 (197)	85 (26)	23,350	1,351
LCC 19-20	30 (10)	625 (191)	108 (33)	19,609	1,441
LPD 4-25	23 (7)	570 (174)	108 (33)	17,370	1,420

LSD 41-52	21 (6.4)	610 (186)	84 (26)	16,601	854
Class IV					
LHA 1-5	27 (8.2)	820 (250)	106 (32.3)	39,925	2,805
LHD 1-8	30 (9.1)	844 (257)	110 (33.5)	40,530	1,082
T-AH 19-20	33 (9.99)	894 (272.5)	105.6 (32.18)	69,360	1,276
T-AKR 287-298	37 (11.9)	956 (291.4)	106 (32.3)	55,422	87
T-AKR 300-306	35 (11)	949 (289.1)	106 (32.3)	61,680	95
Class V					
CV 63& 67	38 (11.6)	1,073 (327)	130 (40)	82,000	5,624
CVN 65	39 (11.9)	1,123 (342)	133 (40.5)	89,600	5,900
CVN 68-77	39 (11.9)	1,092 (332)	134 (41)	102,000	6,275

1. The draft, length and beam of all ships are expressed in terms of feet and parenthetically in terms of meters. In converting from feet to meters, all figures are rounded to the nearest meter.

2. Displacement is expressed in tons and represents fully loaded displacement.

3. The "Maximum Crew" column represents the total number of accommodations on board. The actual number of personnel on the ship may be expected to be 10% to 20% less than this figure. For amphibious ships (those with ship type abbreviations beginning with "L"), the manning figure includes troop berthing.

4. There may be certain variances between the data in this appendix and the actual configuration of ships deployed as part of the U.S. Seventh Fleet. However, such variances will be relatively minor.

GLOSSARY OF TERMS AND ABBREVIATIONS

AGOS	RESEARCH SHIP
AGSS	RESEARCH SUBMARINE
AOE	FAST COMBAT SUPPORT SHIP
ARS	SALVAGE SHIP
AS	SUBMARINE TENDER
CG	GUIDED MISSLE CRUISER
CV	MULTIPURPOSE AIRCRAFT CARRIER (CONVENTIONALLY PROPULSION)
CVN	MULTIPURPOSE AIRCRAFT CARRIER (NUCLEAR PROPULSION)
DD	DESTROYER
DDG	GUIDED MISSLE DESTROYER
FFG	GUIDED MISSLE FRIGATE
HSV	HIGH SPEED VESSEL
LCC	(EX AGC) AMPHIBIOUS COMMAND SHIP
LCS	LITTORAL COMBAT SHIP
LHA	AMPHIBIOUS ASSAULT SHIP (GENERAL PURPOSE)
LHD	AMPHIBIOUS ASSAULT SHIP (MULTI- PURPOSE)
LPD	AMPHIBIOUS TRANSPORT DOCK
LSD	AMPHIBIOUS CARGO SHIP
LSV	LOGISTIC SUPPORT VESSEL (ARMY)
HSIC	MARK V SPECIAL OPERATIONS CRAFT (1 PAIR)
MCM	MINE COUNTERMEASURE SHIP
MCS	MINE COUNTERMEASURE SUPPORT SHIP
MHC	MINE HUNTERS COASTAL
MSC	MILITARY SEALIFT COMMAND

PC	PATROL COASTAL SHIP
SSBN	BALLISTIC MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSGN	CRUISE MISSILE SUBMARINE (NUCLEAR PROPULSION)
SSN	ATTACK SUBMARINE (NUCLEAR PROPULSION)
T-AE	AMMUNITION SHIP (MSC)
T-AFS	COMBAT STORE SHIP (MSC)
T-AGOS	OCEAN SURVEILLANCE/PATROL SHIP (MSC)
T-AGS	SURVEYING/ OCEANOGRAPHIC SHIP (MSC)
T-AH	HOSPITAL SHIP (MSC)
T- AKE	DRY CARGO/AMMUNITION SHIP (MSC)
T-AKR	STRATEGIC SEALIFT SHIP (MSC)
T-AO	OILER (MSC)
T-AOT	TANKER (MSC)
T-ATF	FLEET OCEAN TUG (MSC)
WAGB	POLAR CLASS ICEBREAKERS
WHEC	HIGH ENDURANCE CUTTER
WMEC	MEDIUM ENDURANCE CUTTER

ATTACHMENT 3

PICKET BOAT OPERATIONS & SPECIFICATIONS

The following are the Picket Boat operating instructions and specifications used for this contract:

5. The contractor shall provide a Picket Boat with a driver to continuously patrol 24 hours a day around ships at pierside or at anchorage. The purpose of the picket boat is to keep unauthorized watercraft from approaching US ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

6. The Contractor will arrange and manage picket boat services. At no time will coverage be allowed to lapse. If a Picket Boat has to refuel or come back for any reason then the contractor will ensure a replacement boat is provided for relief. The Picket Boats will not be allowed to leave the patrol area until their relief is on site.

7. Ships at anchorage will normally require two Picket Boats.

8. The Picket Boat will meet the minimum standards as set forth below. Services shall include a driver and any helpers or crew-members as required, insurance required by local law, maintenance, fuel, and any other operating items. All equipment used in the boat shall be in safe and mechanically sound condition and meet all standards as required by local laws and regulations. Two armed or unarmed security Guards will be provided to ride in the Picket Boat under a separate CLIN in the contract.

9. The Picket Boat will patrol outside of a final demarcation line or floating perimeter (usually about 100 meters from ship). The patrol zones will be coordinated and approved by the ship's Captain or Force Protection (FP) officer.

10. The Picket Boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or

attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. If the Picket Boat has Police authority they can use the local law enforcement Rules of Engagement to include armed force. The intent is to prevent unauthorized watercraft from getting close to US ships.

11. The Picket Boat will meet the following requirements:

7.1. Licensed for commercial operations by local country Department of Transportation.

7.2. Meet all safety standards and be seaworthy. All material effectively stowed. Free of potential flying hazards (missile hazards), debris and gear adrift.

7.3. Piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.

7.4. If a deckhand crewmember is required, only qualified personnel are used.

7.5. Suitable for all weather operations to include protection from elements for crew and security guards.

7.6. Minimum length of 8 meters and capable of carrying three people.

7.7. Minimum 18 knots speed.

7.8. Capable of operating for 8 hours without refueling.

7.9. Have toilet facilities on board.

7.10. Have minimum one meter high guardrails for security guard use.

7.11. Additional required equipment:

7.11.1. Two-way radio for communication with ship and authorities

7.11.2. Portable loudhailer or megaphone

7.11.3. Portable air horn

7.11.4. Portable Spotlight

ATTACHMENT 4

SECURITY GUARD OPERATIONS

The following are to be used for Security Guard operations for this contract:

1. General

1.1. The Contractor shall provide security guards for pierside or picket patrol boat operations. The purpose of the security guards is to provide a continuous, around-the-clock security presence to control access to the ship and warn the ship of any danger. The guards shall be on duty from the time the ship arrives until the ship departs. The security presence should ensure only authorized personnel, vehicles and vessels have access to the restricted area.

1.2. Security guards may be provided through private security firms or through local police officials.

1.3. There are two types of security guard services. One is for providing guards pierside to control access of personnel, vehicles, and material on or near the ship. The second type is to provide guards for picket or dive boats to control access of unauthorized swimmers or watercraft from approaching the ship.

1.4. The contractor shall coordinate security guard operations with boat operators and port authorities.

1.5. The contractor shall ensure security guards are qualified and have all necessary equipment, including firearms and ammunition if armed, for them to perform their service.

2. Security Guards – At Pierside: (CLIN XX25AC)

2.1. Contractor shall man the pier with armed or unarmed security guards as specified in each LOGREQ and Task Order.

2.2. All pierside guard services will be performed within the parameters of local Laws and Regulations.

2.3. Overview. The purpose of the pierside security guards is to identify and deter any unauthorized personnel from gaining access to US ships or contracted water taxies. The ship will request the number of guards and required locations. The guards will establish patrol zones or an entry point to control access to the ship. They will check identification cards (IDs) and personal bags of all personnel wanting to board the ship or water taxi. They will report all contraband found in bags to the ship. They will stop and direct unauthorized vehicles and personnel away from the ship. They will warn the ship and then detain any individuals who continue towards the ship or water taxi. If armed, as a last resort they should use their armed authority to protect the ship or water taxi. They should not allow unauthorized individuals access to a ship or water taxi.

2.4. Patrol zones or entry points will be at the landward access point to the ship or water taxi. Security Guard locations must be discussed and agreed upon by the ship's Commanding Officer/Master prior to start of service. The ship will give specific instructions to the Security Guard at an Arrival/Boarding Briefing for allowing guests and vendors to board the ship or water taxi. Security Guards must be present at all times during pierside operations.

2.5. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

2.6. The following equipment will be required as a minimum for each guard:

2.6.1. Uniform as provided by contractor or authorities;

2.6.2. If armed, firearm and ammunition (standard authorities issue);

2.6.3. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

2.6.4. Mirror on long handle for checking undersides of vehicles.

2.6.5. Flashlight for nighttime inspections.

2.6.6. Any locally required equipment to perform their job.

2.7. ROEs Pierside

2.7.1. Unauthorized Individuals. When an unauthorized individual is identified the following ROEs are to be followed:

2.7.1.1. Verbally direct the unauthorized individual away from the restricted area.

2.7.1.2. If the warning is ignored, the security guard will immediately notify the ship of the threat via their communication device.

2.7.1.3. If the individual continues towards the ship or water taxi the Guard should position themselves to block access and use other necessary means to divert the person away from the area.

2.7.1.4. If armed, as a last resort, the security guard will use their armed authority to deter the unauthorized individual from gaining access to the ship or water taxi. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local Laws.

2.7.2. Baggage Search. When a suspicious item or contraband is discovered during inspection of individual bags the Security Guard will report the violation to the ship and detain the individual until the ship's Watch Officer or Duty Officer arrives and takes charge. They will also notify local police authorities if appropriate.

2.7.3. Other Incidents. The security guard will report to the ship any incidents where access to the ship was refused or any suspicious incidents occur.

3. Security Guards – In Picket Boats: (CLIN XX25AJ)

3.1. The Contractor will man each Picket Boat or Dive Boat with two (2) armed or unarmed security guards unless specified differently by the ship.

3.2. All waterborne guard services will be performed within the parameters of local Laws and Regulations.

3.3. Overview. The purpose of the security guards on board Picket Boats or Dive Boats is to identify and deter any waterborne threats to US ships. The security guards will patrol in picket boats provided under CLIN XX25AL. The guards will identify any unauthorized watercraft in the vicinity of US ships and verbally direct them away. If the watercraft continues towards the US ship the security guard will immediately notify the ship of the threat, deter the watercraft from proceeding, and as a last resort, if armed, use their armed authority to protect the ship from the danger. They should not allow unauthorized watercraft to arrive alongside the ship under any circumstances. Security guard must be present at all times on board the boats while in operation.

3.4. Patrol zones will vary depending on vessel size and location. Picket Boat locations or patrol zones must be discussed and agreed upon by the ship's Commanding Officer or Master prior to start of service.

3.5. Picket boat Security Guards must report their status verbally to the ship every half hour via a communication device.

3.6. The Security Guard must be proficient in the English language and communicate well when conversing with ship personnel.

3.7. The following equipment will be required as a minimum for each guard:

3.7.1. If armed, firearm with ammunition (standard authorities issue);

3.7.2. Uniform as provided by contractor or authorities.

3.7.3. Foul weather clothing such as rubber boots or rain gear.

3.7.4. Means of communication to the ship and to local law enforcement personnel (such as cell phone, two way radios, or VHF radio).

3.7.5. Shipboard equipment including a Megaphone (loud hailer), search light, and binoculars.

3.7.6. Any other locally required equipment to perform their job.

3.8. ROEs for Boat Operations

3.8.1. Unauthorized Swimmer or Watercraft. When an unauthorized swimmer or watercraft is identified the following Rules of Engagement (ROEs) are to be followed:

3.8.1.1 Verbally direct the unauthorized swimmer or watercraft away from the US ship using the mega phone.

3.8.1.2 If the first warning is ignored, the security guard will immediately notify the ship of the threat.

3.8.1.3 The boat will circle around the unauthorized swimmer or watercraft and use any necessary means to divert them away from the ship.

3.8.1.4 As a last resort if armed, the security guard will use their armed authority to deter the unauthorized swimmer or watercraft from arriving alongside the ship. Firing of a weapon is an individual security guard responsibility and determination. Discharge of weapons shall be in accordance with existing local country laws.

3.8.2. Suspicious Watercraft. If a watercraft is spotted taking pictures or acting suspiciously, the security guard will contact the pertinent Maritime authorities such as Harbor Police or Coast Guard to request the craft be boarded and inspected. The security guard will not under any circumstance board suspicious watercraft.

ATTACHMENT 5

FUEL SPECIFICATIONS

The following are the Fuel Specifications for this contract:

SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	**Requirement**	**Text Method**
Appearance, @ 25ºC or ambient temperature whichever is higher	Clear, bright and free of visible particulates	D 4176 1/
Demulsification, @ 25ºC, minutes (max)	10	D 1401 2/
Density, @ 15ºC, kg/m^3 (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, ºC 50% point, ºC 90% point, ºC, (max) end point, ºC, (max) Residue º Loss, % vol., (max)	 Record Record 357ºC 385ºC 3.0	D 86 3/
Cloud Point, ºC, (max)	-1ºC	D 2500
Color, (max)	3	D1500
Flash Point, ºC, (min)	60ºC	D 93 4/
Particulate Contamination, mg/liter, (max)	10	D 5432 5/
Pour Point, ºC, (max)	-6ºC	D 97
Viscosity, @ 40ºCm mm^2/second	- 1.7 - 4.3	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100ml, (max)	1.5	D5304 (R), D 2274 6/
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664
Aniline Point, ºC, (min)	60ºC	D 611
Ash, % wt., (max)	0.005	D 482
Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 7/
Corrosion, @ 100ºC, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min) Cetane Index, (min)	42	D 613 (R), D 976 8/
Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 2622
Trace Metals, ppm, (max) Calcium Lead Sodium plus Potassium Vanadium	 1.0 0.5 1.0 0.5	D 3605 9/
Additive Names and Dosages	Record	

1. If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709, 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains

visible sediment or particulate matter, but meets the requirement of 10 mg/1 (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.

2. The demulsification text shall be conducted in accordance with the following exceptions:

   (a) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.

   (b) The test temperature shall be 25ºC.

   (c) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute.

3. As the end point of the distillation is approached, if either a thermometer reading of 385ºC or a decomposition point is observed, discontinue the heating and resume the procedure as directed in ASTM D 86.

4. The flash point value is the absolute and no value less than 60ºC is permissible.

5. A one-liter minimum sample shall be used.

6. ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours to 40 hours.

7. When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fuel, without the cetane improver.

8. Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified in Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.

9. Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of the inspection authority.

Minimum Requirements for Purchases of Commercial Distillate Fuels ((Navy) Marine Gas Oil) for Bunkers

The following minimum requirements have been established for use when buying fuel (gas oil - 100% distillate) from commercial sources when F76 is not available. Marine Gas Oil is not acceptable as cargo fuel on Navy Oilers.

TEST	METHOD	REQUIREMENTS
1. Cetane Number	ASTM D 613	45 min
or		
Cetane Index	ASTM D 976	45 min

Note: A cetane index of 41 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exceed a maximum of 338ºC. A cetane number of 40 or above, but less than 45, is acceptable provided the 90%

Distillation Point does not exceed a maximum of 338°C.

2. Appearance @ 21ºC or ambient temperature (whichever higher)	Visual	Clear & Bright
or		
Water and Sediment	ASTM D 2709	0.05% max
3. Distillation. 90% Point	ASTM D 86	375ºC max
4. Flash Point	ASTM D 93	60ºC min
5. Pour Point	ASTM D 97	Report
6. Cloud Point	ASTM D 2500	-1.1ºC (30 °F)
7. Viscosity @ 40ºC	ASTM D 455	1.7 - 4.5 CST
8. Color	ASTM D 1500	3 max
9. Gravity	ASTM D 1298, D 287	Record
10. Carbon Residue	ASTM D 524	0.35% max
11. Ash	ASTM D 482	0.01% max
12. Sulfur	ASTM D 129, D 1552 D2622	1.00% max
13. Copper Corrosion	ASTM D 130	3 max

C16.23-2 COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC JAN 1998)

Offered product shall conform to the following requirements which are suitable for Marine Gas Turbine.

	TEST REQUIREMENTS	METHOD	
1.	Cetane Number	ASTM D 613	42 min
	or		
	Cetane Index	ASTM D 976	43 min

NOTE: A Cetane Number of 40 minimum, or a Cetane Index of 41 minimum, is acceptable provided the 90 Percent Distillation Point does not exceed a maximum of 338^{O}C.

2.	Appearance @ 21^{O}C or ambient temp. (whichever higher)	Visual	Clear & Bright
	or		
	Water & Sediment	ASTM D 2709	0.05 vol % max.
3.	Distillation, 90% point	ASTM D 86	357^{O}C max.

4.	Flash Point	ASTM D 93	60^{O}C min
	NOTE: The flash point value is absolute and no value less than 60^{O}C is permissible.		
5.	Cloud Point	ASTM D 2500	-1.1^{O}C (30^{O}F) max.
	NOTE: Cloud Point results will be evaluated based upon bunkering location.		
6.	Viscosity @ 40^{O}C	ASTM D 445	1.7 - 4.5 cst
7.	Color	ASTM D 1500	3 max.
	NOTE FOR DOMESTIC ITEMS: This Color test requirement is deleted if red dye has been added in compliance with U.S. Environmental Protection Agency or Internal Revenue Service regulations; however, the resulting fuel/dye blend must have a red tint. It shall not be visually brown or darker in appearance.		
8.	Density @ 15^{O}C	ASTM D 1298	876 kg/m^3 max.
9.	Carbon Residue on 10% bottoms	ASTM D 524	0.35 mass % max.
		ASTM D 189	
10.	Ash	ASTM D 482	0.01 mass % max.
11.	Sulfur	ASTM D 4294, ASTM D 1552, or ASTM D 2622	1.0 mass % max.
12.	Corrosion	ASTM D 130	3 max.
13.	Distillate Fuel (fuel shall contain no residual)	None	100%

C36 FUEL OIL, INTERMEDIATE, GRADES RMB-10 (IFO 60)/RME-25 (IFO 180)/RMG-35 (IFO 380) (DESC MAY 1997)

Product shall conform to ISO 8217:1996 or ASTM D 2069-91. Product conforming to ASTM D 2069-91 shall meet the following additional requirements:

REQUIREMENTS	**GRADE RMB-10 (IFO 60)**	**GRADE RME-25 (IFO-180)**	**GRADE RMG-35 (IFO 380)**	**TEST METHOD**
Density @15^{o}C, kg/m^3, max	981.0	991.0	991.0	ISO 3675/12185
Aluminum plus silicon, mg/kg, max	80	80	80	ISO 10478
Total Sediment, potential, %(m/m), max	0.10	0.10	0.10	ISO 10307-2

ATTACHMENT 6

POTABLE WATER SPECIFICATIONS

The following are Potable Water specifications used for this contract.

NATIONAL PRIMARY DRINKING WATER REGULATIONS (NPDWR) BUREAU OF MEDICINE AND SURGERY (BUMED) TREATED WATER QUALITY STANDARDS /ENVIRONMENTAL PROTECTION AGENCY

CONTAMINANT	**MCLG (mg/L)** [1]	**MCL (mg/L)**	**AL (mg/L** [2]**)**
ASBESTOS	7 million fibers/L longer that 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 [3]
LEAD	0	0.015[4]	
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
Total NITRATE and Nitrite (as N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE	4	4	

(1) **Maximum contaminant level goal (MCLG).** The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are no enforceable health goals.

(2) **Action level (AL)**. Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

(3) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the "90th percentile" copper level is greater that 1.3 mg/L).

(4) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater that 0.015 mg/L (i.e., if the "90th percentile" lead level is greater than 0.015 mg/L).

Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

CONTAMINANT	**MCLG (mg/L)**	**MCL (mg/L)**
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1,2 – DICHLOROETHANE	0	0.005
1,1 – DICHLOROETHYLENE	0.007	0.007
PARA DICHLOROBENZENE	0.075	0.075

1,1,1 – TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.06
CIS-1,2 DICHLOROETHYLENE	0.07	0.07
TRANS-1-2 DICHLOROETHYLENE	0.1	0.1
1,2 – DICHLOROPROANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES	10	10

Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) (effective 01 January 1993)

CONTAMINANT	**MCLG (mg/L)**	**MCL (mg/L)**
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2,4-D	0.07	0.07
2,4-5-TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1,2-DIBROMO-3-CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S(AS DECACHLORBIPHENYL)	0	0.0005
ALDICAR	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM)		0.10[(1)]

Note:
(1) The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, individual States or BUMED (in overseas locations) may adopt an effective date for the MCL.

Microorganisms	**MCLG[1] (mg/L)[2]**	**MCL or TT[1] (mg/L)[2]**
Cryptosporidium	as of 01/01/02:0	as of 01/01/02:TT 3
Giardia lamblia	0	TT[3]
Heterotrophic plate count	n/a	TT[3]
Legionella	0	TT[3]
Total Coliforms (including fecal coliform and E. Coli)	zero	5.0%[4]
Turbidity	n/a	TT[3]
Viruses (enteric)	zero	TT[3]

Note:
[1] Definitions:
Maximum Contaminant Level (MCL) - The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to MCLGs as feasible using the best available treatment technology and taking cost into consideration. MCLs are enforceable standards.
Maximum Contaminant Level Goal (MCLG) - The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety and are non-enforceable public health goals.
Maximum Residual Disinfectant Level (MRDL) - The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
Maximum Residual Disinfectant Level Goal (MRDLG) - The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
Treatment Technique - A required process intended to reduce the level of a contaminant in drinking water.

[2] Units are in milligrams per liter (mg/L) unless otherwise noted. Milligrams per liter are equivalent to parts per million.

[3] EPA's surface water treatment rules require systems using surface water or ground water under the direct influence of surface water to (1) disinfect their water, and (2) filter their water or meet criteria for avoiding filtration so that the following contaminants are controlled at the following levels:

- Cryptosporidium: (as of January 1, 2002) 99% removal/inactivation
- Giardia lamblia: 99.9% removal/inactivation
- Viruses: 99.99% removal/inactivation
- Legionella: No limit, but EPA believes that if Giardia and viruses are removed/inactivated, Legionella will also be controlled.
- Turbidity: At no time can turbidity (cloudiness of water) go above 5 nephelolometric turbidity units (NTU); systems that filter must ensure that the turbidity go no higher than 1 NTU (0.5 NTU for conventional or direct filtration) in at least 95% of the daily samples in any month. As of January 1, 2002, turbidity may never exceed 1 NTU, and must not exceed 0.3 NTU in 95% of daily samples in any month.
- HPC: No more than 500 bacterial colonies per milliliter.

[4] No more than 5.0% samples total coliform-positive in a month. (For water systems that collect fewer than 40 routine samples per month, no more than one sample can be total coliform-positive). Every sample that has total coliforms must be analyzed for fecal coliforms. There may not be any fecal coliforms or E. coli.

[5] Fecal coliform and E. coli are bacteria whose presence indicates that the water may be contaminated with human or animal wastes. Disease-causing microbes (pathogens) in these wastes can cause diarrhea, cramps, nausea, headaches, or other symptoms. These pathogens may pose a special health risk for infants, young children, and people with severely compromised immune systems.

Coliform Bacteria

a. The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.

b. The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.

c. The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

d. Monitoring and Analytical Requirements

(1) Public water systems must collect total coliform samples at sites which are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Sampling requirements for the Navy public water system apply.

(2) The standard sample volume for microbiological analyses must be 100 milliliters.

(3) Approved methods of microbiological analysis include the Auto analysis Coliert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the Multiple-Tube Fermentation (MTF) Technique; and the Membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use applies.

e. Repeat Monitoring

(1) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample, the other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, unless the Contracting Officer on a case-by-case basis waives this requirement.

(2) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, the Contracting Officer may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.

(3) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before.

(4) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for E. coli in lieu of fecal coliforms, or E. coli testing on total

coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or E. coli positive and complies with all requirements which apply when a sample is fecal coliform-positive.

Turbidity: The MCL for turbidity applies to both community water systems and non community water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

a. One turbidity unit for monthly average (5 turbidity units monthly may apply at Contracting Officer option).

b. Five turbidity units (maximum) average for 2 consecutive days.

The MCL for Radiological Contaminants are:
Gross alpha particle activity including radium 226 but excluding
radon and uranium . . . . . 15 pCi/L
Beta particles and photon emitters ……4 millirems / year
Combined radium 226 and radium 228 . . . . . .5 pCi/L
Tritium . . . . . 20,000 pCi/L
Strontium-90. . . . . 8 pCi/L
Uranium …….. 30ug/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

Sodium and Corrosivity. No MCLs have been published; however, monitoring is required.

National Secondary Drinking Water Regulations (NSDWR) The Secondary Maximum Contaminant Levels (MCLs)

CONTAMINANT	MCL (mg/L)
ALUMINUM	0.05 TO 0.02
CHLORIDE	250
COLOR	15 COLOR UNITS
COPPER	1
CORROSIVITY	NONCORROSIVE
FLUORIDE	2
FOAMING AGENTS	0.5
IRON	0.3
MANGANESE	0.05
ODOR	3 THRESHOLD ODOR NUMBER
PH	6.5 - 8.5
SILVER	0.10
SULFATE	250
TOTAL DISSOLVED SOLIDS (TDS)	500
ZINC	5

Note: The contaminants covered by this regulation are those that may adversely affect the aesthetic quality of the drinking water. These secondary levels represent goals for drinking water quality but are not Federally enforceable.

(3) The reception, handling, storage, and delivery of potable water to ship's water systems shall be carried out under completely sanitary conditions.

(4) For pierside berthing, delivery shall be made by hose from the pier whenever possible. If barge service is deemed necessary, the Contractor shall ascertain from the ship's Supply Officer the exact amount needed prior to making delivery.

(5) The Contractor shall make deliveries during normal working hours, unless otherwise approved by the ship's Supply Officer or his/her authorized representative.

(6) All equipment, trucks and barges used by the Contractor in performance of these services shall be subject to inspection and test by an authorized representative of the U.S. Government as the Contracting Officer may specify. Final inspection/acceptance shall be subject to approval by the ship's Chief Engineer or his/her authorized representative. The U.S. Government inspectors shall be entitled to inspect the equipment, trucks, and barges at all reasonable times, as often as they may deem necessary, and at such reasonable place or places as the U.S. Government may specify.

(7) The Contractor shall, without cost to the U.S. Government, furnish the necessary personnel and facilities to conduct such test and examination of samples of water and barges used hereunder as the Government inspector may designate, to determine the extent or possibility of contamination of such water, equipment, and barges. The Contractor may, at its option and cost, have the tests conducted by a recognized Sanitary Inspector provided that the performance of the tests and examinations by such Sanitary Inspection has been approved in advance and in writing by the U.S. Government Inspector.

(8) All tests and examinations, whether performed by or on behalf of the Contractor, shall be conducted in the presence of the U.S. Government Inspector.

(9) The Contractor agrees to furnish such reports and execute such forms as the U.S. Government may require in connection with services performed under this contract and further agrees that requests for such reports and execution of such forms will be executed promptly.

9J Exhibit C – Craft Report

Exhibit C – CRAFT Report

SECTION J - LIST OF ATTACHMENTS AND EXHIBITS

Applicable documents, exhibits, and attachments for this contract are:

ATTACHMENT NO.	DOCUMENT	NO. OF PAGES
1.	Refuse Definitions	1

2.	Classification of Ships	2
3.	Picket Boat Operations & Specifications	2
4.	Armed Security Guard Operations	3
5.	Fuel Specifications	4
6.	Potable Water Specifications	6

EXHIBIT NO.	DOCUMENT	NO. OF PAGES
A	Schedule of Supplies and Services	3
B	Port Tariff	1
C	CRAFT Report	3

Section G - Contract Administration Data

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	11-Dec-2006	N4034506RCSG010	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 15D PANDAN ROAD SINGAPORE 609266		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N40345-06-D-1003
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 26-Jun-2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999) (MODIFIED)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzsnk02075012

1. The purpose of this modification is to extend the performance of services for the above numbered contract through three months. The expiration date of the contract is changed from 26 Dec 2006 through 25 Mar 2007.
2. There is no increased in the estimated total amount of the contract as a result of this extension.
3. All Other Terms and Conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) ONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	11-Dec-2006

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 13

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00012	07-Apr-2011	N6804706RCSG01A	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. NAVAL REGIONAL CONTRACTING CENTER REGIONAL CONTRACTS PSA SEMBAWANG TERMINAL BUILDING 7-4,DEPTFORD ROAD SINGAPORE 759657	N68047

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N68047-06-D-0003
	X	10B. DATED (SEE ITEM 13) 22-Dec-2005
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: nyspnt011113691

1. The purpose of this modification is to incorporate SUBGROUP 7 as authorized ordering officers under this contract.
2. See Section I, Contract Terms and Conditions - Commercial Items (FAR 52.212-4) (Oct 2003) Addendum, Para (b), highlighted in yellow.
3. As a result of this change, there is no change in the amount of the contract.
4. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 07-Apr-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been added by full text:

SECTION C1

OVERVIEW OF CONTRACT

1. OBJECTIVE - The objective of this contract is to obtain husbanding services U.S. Navy ships visiting Singapore.

2. SCOPE

2.1. This contract is for Husbanding Services (HS) at any berthing or anchoring location in Singapore.

2.2. The individual HS items provided under this contract are listed in Section B, Schedule of Supplies and Services (referred to as The Schedule). The items are listed as separate Contract Line Item Numbers (CLINs).

2.3. The Contractor is required, when requested, to assist the ship in obtaining additional items the vessel may require while in port.

2.4. The holder of this contract is a US Navy contractor and not an Agent of the US Navy.

3. TYPE OF CONTRACT - This is a Firm-Fixed-Price Requirements contract. The Contractor agrees to furnish the services or supplies at the fixed price listed in the Schedule of Services.

4. DURATION OF CONTRACT - This contract is for one (1) base year. Also, the contract will have four options available under FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. Additionally, the contract will include FAR 52.217-8 OPTION TO EXTEND SERVICES clause. The possible contract duration is sixty-six (66) months if all available options are exercised under FAR 52.217-9 for the maximum duration, and the six (6) month extension of services is exercised under FAR 52.217-8.

5. CONTRACT USERS

5.1. Mandatory Users - U.S. Navy ships visiting Singapore are required to use this contract if Husbanding Services are requested (with the exceptions noted below). Ship classifications are listed in Attachment 2.

5.2. Optional Users - The following types of U.S. ships are not required to use this contract but may use it if desired. The Contractor is obligated to provide the service or supply at the same rates listed in The Schedule:

- Military Sealift Command Ships (USNS)
- U.S. Coast Guard (USCG) Ships
- U.S. Army Ships
- DoD Chartered Ships
- U.S. Government personnel conducting business in locations under this contract.

5.3. Exceptions: The Government has the choice to use or not use this contract under the following types of situations:

- During U.S. Military Exercises or Operations.

- When Host Nation provided support is available.
- When U.S. Government owned supplies or services are available.
- When ship repair work is being done in conjunction with the Port Visit.

6. MULTIPLE SHIP VISITS - The contractor is required to be able to simultaneously Husband a maximum of 10 ships at one time.

7. ESTIMATED QUANTITIES - The number of ship visits and required services or supplies are only estimates. There is no guarantee that the government will meet or exceed the estimates. The ship is not obligated to use all items in The Schedule.

8. ORDER OF PRIORITY OF USAGE - The HS Contractor must first use Host Nation (HN) support or U.S. Government owned equipment if available, then local Port Authorities, or finally provide it themselves to include subcontractors. The Schedule lists what items are available through HN and Port Authorities.

9. MARK V (HSIC) SPECIAL OPERATIONS CRAFT - Mark V (HSIC) Special Operations Craft may be in port or in the direct vicinity for up to 90 days conducting operations. The Contractor will normally only board the vessels upon arrival and prior to departure to arrange their required support. Occasionally, they may have to provide follow-up support. Mark V vessels shall be exempt from all Management Fees at Sembawang Port and shall only be charged Class IA Management Fees for First and Subsequent days at Changi Naval Base or other Singapore government controlled locations. Attachment 2 provides details.

10. LONG TERM SHIP VISITS – For any ship which is in port in excess of ten (10) consecutive calendar days, the Subsequent Day Management Fee shall be reduced to 20% per day. An example would be, if a vessel was in port for 15 days and the first day management fee was $300 and the subsequent day fee was $100. The contractor would charge $300 for the first day, $100 for the subequent nine (9) days and $20 per day for the five (5) days in excess of ten (10) days. The total charge for management fees would be ($300+$900+$100) $1,300 for the 15 day port visit. During the period of reduction, the Contractor is relieved of all husbanding requirements specified by the Contracting Officer, Ordering Officer and / or AGR as unnecessary; and shall continue to provide only those services specifically authorized by the Contracting / Ordering Officer via verbal and /or written modification of the delivery order (CHT, trash removal, potable water etc).

11. SHIPYARDS - U.S. Navy Ships in shipyards may order off of this contract without incurring Management Fees.

12. OTHER PERSONNEL – Other U.S. personnel conducting business at locations covered by this contract may order off of the contract without incurring Management Fees. These orders do not involve continuous management of husbanding services and maybe for items such as vehicles, phones or other services.

13. CORRESPONDENCE IN ENGLISH - All correspondence shall be in English.

14. STANDARDS FOR PROFESSIONAL SERVICES

14.1. The quality of all services or supplies provided shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

14.2. The Contractor shall be responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government.

14.3. The Contractor is responsible for ensuring that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

14.4. The Contractor will ensure that subcontractors comply with these requirements.

14.5. The Contractor is reminded that it must comply with all applicable laws and regulations pertaining to Ethics and Standards of Conduct. The Contractor shall refrain from providing gratuities, upgrades, entertainment, food, parties and any other prohibited items.

15. HEIGHTENED VIGILANCE - The contractor has an obligation to be alert at all times in order to contribute to the protection of the ship and its crew. The contractor shall immediately report to the ship's command duty officer, or nearest available Navy official or Host Nation (HN) representative, any signs of suspicious activity in or around the site of performance. Suspicious activities include, but are not limited to, unauthorized personnel or vehicles in the vicinity of the site of performance, unusual equipment or movement of persons or supplies, and any other activity that may be perceived as a threat to United States forces. The contractor also has an obligation to report any such activity perceived outside the site of performance, if such activity could reasonably have an impact on the site of performance or could be perceived as a threat to United States forces.

16. The Contractor will fully partner with U.S. Navy representatives in all matters that could impact the effectiveness of Force Protection services that are provided for or arranged under this contract to protect U.S. Navy Ships, Units and Personnel. Upon request the Contractor will identify to Navy Force Protection Personnel and NCIS representatives the host country Law Enforcement, Military, Security counterparts, or other persons utilized by the Contractor for the purpose of providing Force Protection or other services to U.S. Navy Ships and forces. The Contractor will arrange introductions to these host counterparts if requested and make available for review any agreements pertaining to Force Protection arrangements or other services with the Host counterparts.

17. EQUIPMENT - All vehicles, watercraft, and equipment provided under this contract must be in sound mechanical condition, be in compliance with local laws and specifications under this contract, meet all local safety standards, and have all required current certifications and insurance.

18. RESERVED – (GOVERNMENT PROVIDED EQUIPMENT OR MATERIAL (GFE or GFM))

19. CONTRACT PRICING

19.1. Contract Currency – All contract prices are in U.S. Dollars (US$).

19.2. Fixed Price - Prices are firm-fixed-price per unit and are inclusive of ALL costs.

19.2.1. Each unit price includes all direct and indirect costs unless stated otherwise in the CLIN. Costs included in the unit price are such items as labor, materials, overhead General and Administrative (G&A) expenses, government taxes, and profit.

19.2.2. Mobilization and Demobilization (Mob & Demob). All Mob & Demob costs and time shall be included in the unit price as part of the direct cost unless authorized by a separate CLIN in The Schedule. This includes all associated equipment and labor required to satisfy vessel and port requirements.

19.2.3. Pre-Positioning / Pre-Staging. All Pre-Positioning or Pre-Staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. This shall include all associated equipment and labor required to satisfy vessel and port requirements. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessel/s.

19.2.4. Repositioning equipment. All repositioning of equipment when required shall be included in the unit price unless authorized by a separate CLIN in The Schedule.

19.2.5. Singapore Goods and Services Tax (GST) are included in the unit cost.

19.3. Port Tariff (PT) or other controlled prices – (See Exhibit B – Port Tariff Type Costs) Items listed as PT for Port Authority or other government type organizations will be paid at the current published rates. For example, at Sembawang Wharves the Royal Navy Liaison Officer (RNLO) is the relevant authority for the management of some

Sembawang Naval Basin berths. RNLO will provide items such as tugs, line handlers, brows, landline telephones, and cranes. They will be listed as PT in The Schedule. The Contractor can only charge the U.S. Government at what was charged by RNLO.

19.4. Time Calculations. Several services are based on hourly or daily rates. Time will begin being measured once the equipment and /or labor is along side the vessel and capable of operations. Travel time to the location of performance shall not be charged.

19.5. Demurrage. Demurrage charges shall only be charged if the Contractor's equipment / service is unduly delayed due to the fault of the government for more than 1 hour from the requested time of commencement of an operation. Example, if the vessel requested a CHT truck at 1300 hrs, the truck arrives at 1300 hrs to start pumping, but was not attended to until 1500 hrs when pumping begins. The contractor will be able to charge for one hour of demurrage (1400 hrs – 1500 hrs). Demurrage charges will be charged as stated in the schedule of supplies and services. This only applies to CLINS that have demurrage charges as sub-CLINs.

20. ABBREVIATIONS - The abbreviations found within the contract Schedule are listed below:

DY Day
EA Each
GL Gallon (3.785 Liters)
HR Hour
JB Job
LO Lot
NSP Not Separately Priced
PT Port Tariff
TP Trip

21. DEFINITIONS

- AGR: Authorized Government Representative. The AGR may place orders against this contract for any supply or service.

- CAMELS: See Fenders

- CLIN: Contract Line Item Number (CLIN). A separate line item for each service or supply required in the contract.

- CLIN NUMBERING: CLINs consist of four numeric digits and two optional alpha letters. The first numeric digit indicates the year of the contract. The base year is zero (0), the first Option Year is one (1), and the second Option Year is two (2). (For example a base year would be 0XXX, and the first Option Year is 1XXX, and the second Option Year is 2XXX.) The second digit indicates the Lot number. (For example Lot 1 would be X1XX, Lot II would be X2XX) If there are no Lots in the contract then the second digit will be zero. (For example X0XX) The third and fourth digits are the service or supply item number. (For example XX01 is the first item, XX02 is the second item, and so forth.) If a CLIN needs to be subdivided into two or more separate items then two alpha letters will be used for each item starting with AA. (For example CLIN XX12 for Force Protection could be divided into XX12AA for Beach Guard Office and XX12AB Dive and Vetting Operations, and so forth)

- CONTRACTING OFFICER (KO): Government representative that holds a contracting warrant and is authorized to sign a contract or place an order.

- DAY: A calendar day.

- Delivery Order (D.O.): A delivery order is an order for supplies placed against an established contract or with Government sources.

- EXCLUSION ZONE: The restricted area between the ship and the seaward boundary for pier side ships, as determined by the ship's Commanding Officer.

- FENDERS: (Also called Camels) Device used to buffer the ship from the pier or for placing between barges and the ship. Device shall have sufficient cushion so as to keep the ship from impacting the pier or barge. Commercial or commonly used self-fendering devices normally consist of car and/or truck tires. These may not be sufficient for U.S. Navy purposes. The Contractor is to inform visiting vessel/s of this fact so that additional yokohama type pneumatic fenders may be ordered when and if required.

- FORCE PROTECTION (FP). Security measures to protect a ship and their crew from dangerous situations such as terrorist actions. FP includes taking as many steps as possible to deter an attack. The HS contractor is responsible for contract FP items.

- GARBAGE: See Attachment 1 – Refuse Definitions.

- GOVERNMENT FURNISHED EQUIPMENT OR MATERIAL: Items fully transferred to the Contractor's control for use on this contract. The item must be fully accounted for, properly stored, and properly maintained in accordance with Government directives.

- GOODS AND SERVICE TAX (GST): GST is a tax on the supply of goods and services made in Singapore by a taxable person carried in the course of their business and on the importation of goods into Singapore. A taxable person is a person who is required to register or is registered for GST. A taxable person includes an individual, partnership, company, club, association, society, management corporation or non-profitable organization. A person is usually required to register for GST when their annual taxable supplies exceed or is expected to exceed S$1 million. In general, all goods sold or services performed in Singapore are taxable.

- HOST NATION: The country, which is being visited by the U.S. ship.

- HUSBAND: To provide all supplies and services requested by a ship during a port visit. This includes pre-arrival and post-arrival actions. It involves management and coordination of port services, ensuring Force Protection measures are implemented, facilitating other contractors work with the ship, assisting with Non-Contract item requests, and generally taking care of all the needs of the ship and personnel on board. It should utilize commercial shipping practices.

- MOBILIZATION AND DEMOBILIZATION:

§ Mobilization: Moving a piece of equipment from a storage or previous work location to the new required work location.

§ Demobilization: The reverse of Mobilization. Moving a piece of equipment from a current work location back to the storage location.

- NOT SEPERATELY PRICED (NSP): Item that is not seperately priced. Cost of the item should be factored into the Mangement Fee.

- POINT OF CONTACT (POC): A designated individual who is responsible for an item and is a single interface. The individual must be knowledgeable of the item and be able to answer questions and make decisions or obtain a decision when required.

- PORT TARIFF: Services or Supplies that are provided by Port Authorities, HN, military, or other government type organizations where the price is pre-established and controlled. Examples are pilot services, tugs, security guards, and potable water. The Contractor has no control over the price and the ship will pay the prevailing rate at the time of service.

- PROVIDE: To source, order, transport, stage, set up, install, take down, remove, and store, as applicable. It includes everything and everyone necessary to perform the task such as labor, tools, equipment, materials, accessories, cables, and lines.

- REPOSITIONING: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions.

- RESERVED: An item not used in this contract.

- RUBBISH: See Attachment 1 – Refuse Definitions.

- SUPPO: A ship's Supply Officer. The SUPPO may hold a limited contracting warrant and is authorized to sign contracts and place orders.

- Task Order (T.O.): A task order is an order for services placed against an established contract or with Government sources.

- TRASH: See Attachment 1 – Refuse Definitions.

22. CONTRACTOR REPRESENTATIVE – The Government shall contact the following Contractor person(s) for prompt contract management:

Name of Individual:	LEONARD G. FRANCIS
Title of Individual:	MANAGING DIRECTOR
Mailing Address:	GLENN DEFENSE MARINE (ASIA) PTE LTD 404 TELOK BLANGAH ROAD, GLENN BLDG. 098840 SINGAPORE
Tel No. (Work):	(65) 6272-9481
Fax No. (Work):	(65) 6272-9481
Mobile:	(65) 979-3155 / (65) 979-3163
E-mail address:	leonard@glennmarinegroup.com

SECTION I - CONTRACT CLAUSES

The following have been modified:

CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (FAR 52.212-4) (OCT 2003) – ADDENDUM

(a) Paragraph "(c)" of FAR 52-212-4. Does not apply to this solicitation.

(b) ORDERING ITEMS ON CONTRACT- Authorized Ordering. Only Authorized Government Representatives (AGRs) can place orders against this contract. AGRs for this contract are;

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any NRCC Singapore warranted KO or their authorized representative.
- U.S. Fleet and Industrial Supply Center (FISC) Detachment (DET) Singapore warranted KO or their authorized representative.
- SUBGROUP SEVEN Authorized Ordering Officers.

(b) Oral Orders (Indefinite Delivery Contracts) (SUP 5252.216-9402) (JAN 1999). Oral orders may be placed, provided the following conditions are complied with:

(1) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.

(3) Invoices for supplies or services furnished in response to total orders will be accompanied with a received copy of each related delivery ticket.

(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

(c) Written Orders (Indefinite-Delivery Contracts) (SUP 5252.216-9403) (JAN 1992). All requests for Services and Supplies must be documented by an AGR with a written Task or Delivery Order using a SF 1449 or DD Form 1155. The order should be given as soon as possible but no later than 48 hours prior to ship arrival. Written orders on Standard Form 1449/DD Form 1155 will contain the following information, consistent with the terms of the contract:

(1) Date of order;
(2) Contract number and order number;
(3) Item number and description, quantity, and unit price;
(4) Delivery or performance date;
(5) Place of delivery or performance (including consignee);
(6) Packaging, packing, and shipping instructions, if any;
(7) Accounting and appropriation data;
(8) Any other pertinent information.

(d) LOGREQ Orders. US Government personnel may release a ship LOGREQ to the Contractor. However, a LOGREQ does not constitute placement of an order unless provided by a Supply Officer. Otherwise, an AGR will need to confirm the LOGREQ order with a Task or Delivery Order prior to invoicing.

(e) ORDERING NON-CONTRACT ITEMS (NCI)

(1) NCIs may be requested using standard procurement procedures. Once requested, the contractor will assist in obtaining the item.

(2) The Contractor shall provide a separate invoice for all Non-Contract Items with supporting documentation to the ship SUPPO for payment in accordance with standard procurement procedures.

(3) If payment is to be made by NRCC Singapore on behalf of the procuring vessel, the Contractor shall obtain all required documentation from the ship in order for payment to be effected.

(f) Short Notice Orders. Occasionally, there may be short notice orders of less then 48 hours, which the contractor should support if possible. If the Contractor cannot support these requirements then AGR may solicit them from other companies.

(g) Method of Ordering. Orders may be issued by phone, facsimile or by E-mail.

(h) Substitutions. Substitution of ordered CLINs shall not be allowed unless authorized and accepted in writing by the AGR and requiring activity. If accepted by the AGR or requiring vessel, substituted CLINs shall only be charged at the rate of the originally ordered CLIN. An example would be if a 20-pax bus was ordered, but was not available and substituted with two 10-pax vans. The Contractor will only be able to charge for one 20 pax bus not two 10 pax vans. If the requiring activity and AGR agree to rates of the substituted CLINs, then it is not considered to be a substitution but a change to the requirement.

(i) Cancellation Of Orders (NRCC SINGAPORE) (MAR 2003)

(1) Orders may be cancelled orally or in writing. Oral cancellations will be followed-up with a written confirmation to the Contactor within 3 working days.

(2) An order may be cancelled 24 hours before the start of the service or delivery of the supply item and the government will not be liable for any charges. For an order not cancelled at least 24 hours in advance, the AGR is responsible for cancellation costs to be negotiated under the "Termination for the Government's Convenience" (FAR 52.212-4)(FEB 2002)(ADDENDUM) section included in this contract. In all cases, the HS contractor is responsible for mitigating any damage or termination costs incurred because of the cancellation. Any disagreements shall be subject to the Disputes clause in the contract.

(3) In extreme cases where an order was cancelled 24 hours in advance but the contractor incurred costs because the item had to be ordered early due to a long lead time, then the Contractor may ask for reimbursement of those costs. This will also be negotiated under the Far 52.212-4 (1) clause

(5) In all cases, the Contractor is responsible for taking all necessary steps to mitigate any damages or termination costs on behalf of the U.S. Government.

(j) Invoices And Payments (NRCC SINGAPORE) (MAR 2003)

(1) NRCC Singapore or Ship's Disbursing Office will pay all bills.

(2) The Contractor shall prepare the invoice with supporting documentation and present it to NRCC Singapore or Ship for payment. NRCC Singapore or Ship will pay the entire amount to include GST. However, the Contractor must show the GST separately on the invoice so that either NRCC Singapore or Ship can request a refund from the Singapore Government.

(3) The contractor must accept the U.S. Government Commercial Purchase Card (GCPC). It will be up to the AGR to decide what payment method they use. Currently the U.S. Navy GCPC is MasterCard.

(k) Payment by Third Party (FAR 52.232.36*)* (MAY 1999) - This clause is incorporated by reference.

(l) Ordering (FAR 52.216-18) (OCT 1995)

(1) Any supplies and services to be furnished under this contract shall be ordered by issuance of task/delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award to final day of the contract.

(2) All task/delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a task/delivery order or task order and this contract, the contract shall control.

(3) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the schedule.

(m) Order Limitations (FAR 52.216-19) (OCT 1995)

(1) Minimum ordering amount. When the Government requires supplies or services covered by this contract in an amount of less than US $50.00, the Government is not obligated to order, nor is the Contractor obligated to furnish, those supplies or services under this contract.

(2) Maximum ordering amount. The Contractor is not obligated to honor --

(i) Any order for a single item in excess of the estimated quantity for that item, which is identified in the pricing schedule of this contract;
(ii) Any single order for a combination of items in excess of the total estimated dollar value for the applicable performance period of this contract; or
(iii) A series of orders from the Government within 120 days that together call for quantities exceeding the estimated quantities identified in the pricing schedule by more than two hundred percent (200%).

(3) This is a requirements contract (which incorporates FAR 52.216-21), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(4) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum ordering limitations in paragraph (b), unless the order(s) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to furnish the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the required supplies or services from another source.

(n) Contract Type (NRCC SINGAPORE) (MAR 2003). The resulting contract will be a Fixed Price Requirements contract.

(o) Requirements (FAR 52.216-21) (OCT 1995)-(ALTERNATE I) (APR 1984)

(1) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(2) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(3) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(4) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(5) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(6) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after thirty (30) days beyond the expiration of the contract.

(p) Option To Extend Services (FAR 52.217-8) (NOV 1999) (MODIFIED). In order to maintain continuity of service, the Government may require continued performance of any services within the limits and at the rates specified in the contract. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise this option by written notice to the contractor within fifteen (15) days before the contract expires.

(q) Option To Extend The Term Of The Contract (FAR 52.217-9) (MAR 2000)

(1) The Government may extend the term of this contract by written notice to the Contractor within 15 days prior to the expiration of the current performance period of the contract; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(2) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(3) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty-six (66) months.

(r) Inconsistency Between English Version & Translation Of Contract (FAR 52.225-14) (FEB 2000). In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(s) Taxes – Foreign Fixed Price Contracts (FAR 52.229-6) (JUN 2003). Incorporated by reference.

(t) Payment by Electronic Funds Transfer--Central Contractor Registration (FAR 52.232-33) (OCT 2003). Incorporated by reference.

(u) Changes – Fixed Price (AUG 1987) (FAR 52.243-1) - (ALTERNATE II) (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(v) Authorized Changes Only By The Contracting Officer (SUP 5252.243-9400) (JAN 1992)

(1) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(2) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(3) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and FAX telephone number of the Procuring Contracting Officer (PCO) are:

Commercial Address:	U.S. Naval Regional Contracting Center PSA Sembawang Terminal Deptford Road, Building 7-4, Unit 2-9 Singapore 759657
Military Address:	PSC 470, Box 2100 FPO AP 96534-2100
Fax Numbers:	(65)-6-750-2639 or 2382

(w) Provision for Wood Products (NRCC SINGAPORE) (MAR 2003) - Pinewood Nematode (microscopic roundworm) Free Non-Manufactured Wood Pacing (NMWP) Material

(1) Definition. ‘Pinewood nematode’ as used in this provision, means a microscopic roundworm that has infested coniferous (softwood) trees.

(2) All non-manufactured wood lumber, pallets boxes, crates, containers, reels blocking and bracing, dunnage, drums, etc. for all shipments are required to be certified pest- (pinewood nematode) free. All wood pallets, boxes, crates, containers, reels, blocking and bracing, dunnage, drums, etc. ordered/delivered from vendors/suppliers

shall be heat-treated and marked to the American Lumber Standards Committee (ALSC), NMWP policy and enforcement standards. The approved method for ensuring NMWP material is pinewood nematode free is as follows:

(i) Heat-treated to a minimum core temperature of 56°C(133°F) for at least 30-minutes in a closed chamber that has been tested evaluated, and approved officially for this purpose. In addition, the susceptible wood shall display an officially approved heat-treated marking enabling the identification of where and by whom the above treatment has been carried out.

(3) All bulk lumber procured for the fabrication of pallets, boxes, crates, containers, reels, skids, blocking and bracing, dunnage, drums, etc., shall be certified and marked as a part of the fabrication process, to the ALSC NMWP policy and enforcement standards. Vendors/Suppliers using ALSC-certified lumber to make or repair wooden boxes, crates, skids, containers, pallets, reels, drums, etc., must have formal processing procedures and documentation to ensure that only certified lumber leaves their fabrication point.

(4) This provision is self-deleting if the material or supplies are not shipped in NMWP material.

(x) Freedom of Information Act (FOIA) (U.S. CODE/552) (NRCC SINGAPORE) (MAR 2003) – Contract prices may be released under a FOIA request.

(y) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated in full text. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00011	25-Nov-2010	N6804706RCSG01A	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
(N40345) FISC DET SINGAPORE CONTRACTING DEPARTMENT (CODE 250) BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. NAVAL REGIONAL CONTRACTING CENTER REGIONAL CONTRACTS PSA SEMBAWANG TERMINAL BUILDING 7-4,DEPTFORD ROAD SINGAPORE 759657	N68047

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N68047-06-D-0003
	X	10B. DATED (SEE ITEM 13) 22-Dec-2005
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
FAR 52.217-8 (Nov 1999) Option to Extend Services

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt01114137

1. The purpose of this modification is to extend the current contract performance from 01 Jan 2011 through 30 Jun 2011 in accordance with the clause FAR 52.217-8, Option to Extend Services.

2. There is no change in the estimated total contract price as a result of this extension.

3. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)
(Signature of person authorized to sign)		(Signature of Contracting Officer)

16C. DATE SIGNED: 25-Nov-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The order period end date has changed from 31-Dec-2010 to 30-Jun-2011.
The order period start date has changed from 01-Jan-2010 to 01-Jan-2011.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00010	08-Dec-2009	N6804706RCSG01A	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. NAVAL REGIONAL CONTRACTING CENTER REGIONAL CONTRACTS PSA SEMBAWANG TERMINAL BUILDING 7-4,DEPTFORD ROAD SINGAPORE 759657	N68047

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N68047-06-D-0003
	X	10B. DATED (SEE ITEM 13) 22-Dec-2005
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
Option to Extend the Term of the Contract (FAR 52.217-9)(Mar 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt01104883

1. The purpose of this modification is to exercise Option Year IV of the above contract for husbanding services, Singapore in accordance with Section I, Contract Clauses paragraph (q), Option to Extend the Term of the Contract (FAR 52.217-9)(MAR 2000).

2. As a result of this modification, the estimated total contract value is increased from US$17,026,922.00 by US$4,256,730.50 to a new estimated total of US$21,283,652.50.

3. The period of performance of the option period is from 01 Jan 2010 through 31 Dec 2010.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 08-Dec-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $4,256,730.50 from $17,026,922.00 to $21,283,652.50.
The order period end date has changed from 31-Dec-2009 to 31-Dec-2010.
The order period start date has changed from 01-Jan-2009 to 01-Jan-2010.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 4001

The option status has changed from Option to Option Exercised.
The MILSTRIP N6804706RCSG01AP00010 has been added.
The PROG code A30 has been added.
The WSC Equipment code AAC has been added.
The MDAP/MAIS Code 000 has been added.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00009	24-Jun-2009	N6804706RCSG01A	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
FISC DET SINGAPORE DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. NAVAL REGIONAL CONTRACTING CENTER REGIONAL CONTRACTS PSA SEMBAWANG TERMINAL BUILDING 7-4,DEPTFORD ROAD SINGAPORE 759657	N68047

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N68047-06-D-0003
	X	10B. DATED (SEE ITEM 13) 22-Dec-2005
CODE QB341	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt010920327

1. The purpose of this modification is to indicate ordering period start and end date from 01 Jan 2009 to 31 Dec 2009.

2. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 24-Jun-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The order period end date has changed from 31-Dec-2008 to 31-Dec-2009.
The order period start date has changed from 01-Jan-2008 to 01-Jan-2009.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00008	15-Dec-2008	N6804706RCSG01A	

6. ISSUED BY CODE N40345

FISC DET SINGAPORE
DET SINGAPORE
BUILDING 7-4 PSA SEMBAWANG TERMINAL
DEPTFORD ROAD
SINGAPORE 759657

7. ADMINISTERED BY (If other than item 6) CODE N68047

U.S. NAVAL REGIONAL CONTRACTING CENTER
REGIONAL CONTRACTS
PSA SEMBAWANG TERMINAL
BUILDING 7-4,DEPTFORD ROAD
SINGAPORE 759657

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

GLENN DEFENSE MARINE (ASIA) PTE. LTD.
MR. LEONARD FRANCIS
15D PANDAN ROAD
SINGAPORE 609266

CODE QB341 FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. N68047-06-D-0003
X	10B. DATED (SEE ITEM 13) 22-Dec-2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Option to Extend the Term of the Contract (FAR 52.217-9)(Mar 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyspnt01094795

1. The purpose of this modification is to exercise Option Year III of the above contract for husbanding services, Singapore in accordance with Section I, Contract Clauses paragraph (q), Option to Extend the Term of the Contract (FAR 52.217-9) (MAR 2000).

2. As a result of this modification, the estimated total contract value is increased from US$12,770,191.50 by US$4,256,730.50 to a new estimated total of US$17,026,922.00.

3. The period of performance of the option period is from 01 Jan 2009 through 31 Dec 2009.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER
		TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
		BY (b)(6), (b)(7)(C) 14-Dec-2008
(Signature of person authorized to sign)		(Signature of Contracting Officer)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $4,256,730.50 from $12,770,191.50 to $17,026,922.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 3001

The option status has changed from Option to Option Exercised.
The MILSTRIP N6804706RCSG01A P00008 has been added.
The PROG code A30 has been added.
The WSC Equipment code AAC has been added.
The MDAP/MAIS Code 000 has been added.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00007	18-Dec-2007	N6804706RCSG01A	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. NAVAL REGIONAL CONTRACTING CENTER REGIONAL CONTRACTS PSA SEMBAWANG TERMINAL BUILDING 7-4,DEPTFORD ROAD SINGAPORE 759657	N68047

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N68047-06-D-0003
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 22-Dec-2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Option to Extend the Term of the Contract, FAR 52.217-9 (MAR 2000)

Modification Control Number: nyspnt01084946

1. The purpose of this modification is to exercise Option year II of the above contract for husbanding services, Singapore in accordance with Section I, Contract Clauses paragraph (q), Option to Extend the Term of the Contract (FAR 52.217-9) (MAR 2000).

2. As a result of this modification, the estimated total contract value is increased from US$8,513,461.00 by US$4,256,730.50 to a new estimated total of US$12,770,191.50.

3. The period of performance of the option period is from 01 Jan 2008 through 31 Dec 2008.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 17-Dec-2007

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $4,256,730.50 from $8,513,461.00 to $12,770,191.50.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 2001

The option status has changed from Option to Option Exercised.
The MILSTRIP N6804706RCSG01A0007 has been added.
The PROG code A30 has been added.
The WSC Equipment code AAC has been added.
The MDAP/MAIS Code 000 has been added.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00006	18-Jan-2007	N6804706RCSG01A	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. NAVAL REGIONAL CONTRACTING CENTER REGIONAL CONTRACTS PSA SEMBAWANG TERMINAL BUILDING 7-4,DEPTFORD ROAD SINGAPORE 759657	N68047

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N68047-06-D-0003
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 22-Dec-2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual Agreement

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzmnk02075656

1. This modification is issued to make changes and incorporate the additional language in the following sections:
a. Under Section C2, Statement of Work, Tasks 1 Management Services (Clin XX01 and XX02), delete sub-paragraph from 1.2.12.1 through 1.3.2 and replace with revised language highlighted in yellow of this contract.
2. There is no change in the price as a result of this modification.
3. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
(Signature of person authorized to sign)	BY (Signature of Contracting Officer) 18-Jan-2007

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001
The PROG code S10 has been added.
The MDAP/MAIS Code 276 has been added.

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

SECTION C2 – STATEMENT OF WORK

TASKS: The Contractor shall perform the following tasks when ordered by an AGR.

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 2 – Classifications of Navy Ships)

1.1. PRE-ARRIVAL HUSBANDING DUTIES

1.1.1. The Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The Contractor shall order requested services and supplies.

1.1.3. The contractor shall furnish to each ship a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated quantities and prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship’s arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated “additional” costs.

1.1.4. These estimates shall be provided for all US Navy, Military Sea-lift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the Husbanding Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché’ at the U. S. Defense Attaché Office.

1.1.6. The Contractor shall prepare and stage all required supplies and equipment prior to the ship’s arrival. Staging may be as required by each location.

1.1.7. The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements. For example, the HS Contractor would coordinate Provisioning contractors delivery dates, times, forklifts, cranes, stevedores, inspections, or any other item needed for them to perform their work at the berth.

1.1.8. The Contractor shall assist the ship's Advance Party to include planning and coordination meetings.

1.2. POST-ARRIVAL HUSBANDING DUTIES

1.2.1. The Contractor shall Husband the ship when at the berthing location.

1.2.2. The Contractor shall install all equipment upon ship arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The Contractor shall brief the designated ship representative about Contractor provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. Also, the contractor will provide their POC information with 24-hour contact phone numbers.

1.2.5. The Contractor shall provide a copy of Overview, The Schedule and SOW to the SUPPO.

1.2.6. Money Exchange Services

1.2.6.1. Moneychangers: The Contractor shall arrange for authorized moneychangers to exchange ship personnel U.S. dollars with local currency. The moneychangers may include a nominal commission of no more than plus or minus 1.5% difference from the Official Rate as stated below.

1.2.6.2. The Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. This Official Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.7. RESERVED – (Laundry Services)

1.2.8. RESERVED – (Interpreter Services)

1.2.9. RESERVED – (Mail Delivery Service)

1.2.10. The Contractor shall refer all inquiries about tours, travel, recreation or entertainment to the NRCC Singapore Morale, Welfare & Recreation (MWR) Office or designated contractor. Only MWR may sell, offer to sell, or collect a fee for booking or providing accommodations, tours, travel, recreation or entertainment to the ship's crew.

1.2.11. The Contractor shall coordinate with other US Government contractors in performing their required services. Example would be coordinating provisioning contractor delivery times, dates, and equipment needed.

1.2.12. The Contractor shall facilitate the ship's timely departure.

1.2.12.1. The Contractor shall schedule and make a pre-sailing visit to the ship at least one day prior to its departure date at a time permitting the presentation of invoices. At that time, the Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. If necessary, the Contractor will obtain a valid requisition, including accounting data, for any future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor's best estimate and an adjustment will be made later . The Contractor shall obtain receipt from any authorized ship personnel accepting all services or supplies provided.

1.2.12.2. The Contractor shall also present any invoices based on the Contractor's best estimate for all port tariff items for certification by the ship's Supply Officer. The ship shall provide payment for port tariff invoices to the Contractor based on the estimate along with the ship's payment for all other port services provided and received

during the port visit. If the Contractor is unable to reconcile or resolve any over/under port tariff payments directly with the ship, the Contracting Officer will assist with resolution of required over/under payment.

1.2.12.3. Copies of all invoices presented to the ship shall be provided to the Contracting Officer, within five working days from the departure of the visiting vessel.

2. RESERVED - Not to be used.

3. BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship and have a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The Contractor shall place fenders between the breasting barge and the ship.

3.3. The Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. BROW (CLIN XX04)

4.1. The Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not to damage the surface of the pier.

4.2. Due to the dramatic height difference between the submarine deck and pier, the contractor provided submarine brow must afford personnel a smooth and safe transit when entering or exiting the submarine deck. Also, the submarine brow must be capable of supporting shore power cables without damaging the cable.

5. CAMELS (CLIN XX05) - The Contractor shall provide camels as fenders for the ship.

6. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX06)

6.1. The Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

6.2. The Contractor shall pump sewage from the ship to Contractor provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

6.3. The Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

6.4. The contractor shall provide CHT hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

6.5. When collection of CHT is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to vessel and with a minimum of four (4) mooring lines to secure alongside the ship.

6.6. The Contractor shall properly dispose of all sewage in accordance with C1. Paragraph 14. Standards For Professional Services.

6.7. A port surcharge may be levied for CHT services at Sembawang Shipyard. The applicable surcharge will be calculated using the total cost of CHT services. An example would be where a surcharge of 15% is levied. If the total cost of CHT removal and disposal is US$5,000.00 then the surcharge would be US$750.00.

7. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX07)

7.1. The Contractor shall arrange for landlines to be installed aboard the ship.

7.2. The Contractor shall provide fully charged, mobile hand phones with charges capable of using dual voltage.

7.3. The Contractor shall provide activation, auto-roaming, long distance accounts, and airtime for land and hand phones.

8. CRANE (CLIN XX08) - The Contractor shall provide cranes with operators, required assistant personnel, and support equipment such as slings, lifting bars, and nets. When ordered, the Contractor is required to provide mobile crane services (shore crane and floating crane) with operator. The Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

9. RESERVED – (CLIN XX09 - DOCKAGE AND WHARFAGE FEE)

10. FENDERS (CLIN XX10) - The Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

11. FLEET LANDING (CLIN XX11) - The Contractor shall provide a Fleet Landing site at designated piers. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct FP operations.

12. FORCE PROTECTION (CLIN XX12)

12.1. General: (CLINs XX01 & XX02) The Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The Contractor will follow the requirements below unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

12.1.1. Access Points: The Contractor shall establish a single entry and exit point to the pier area.

12.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

12.1.3. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

12.1.3.1. Background Checks. The Contractor shall run security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees who fail this background investigation.

12.1.3.2. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

12.1.3.3. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

12.1.4. Access Lists: The contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

12.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

12.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

12.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

12.1.5. Inspections. The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

12.1.6. Stand-Off Distances:

12.1.6.1. Objects: The Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.1.6.2. Unloading Zones: The Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship or to the maximum extent practicable.

12.1.7 RESERVED – (Warning Signs)

12.2. Non-Contract FP Measures: The contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the NRCC Singapore KO. The Contractor must explain what the FP service will entail and why it is being required. The KO will coordinate this requirement with appropriate FP personnel at NRCC and COMLOGWESTPAC. Once a decision is made then the contractor will be either authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

12.3. RESERVED – (CLIN XX12AA - Beach Guard Office or Tent)

12.4. Dive and Vetting Operations (CLIN XX12AB)

12.4.1. The Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

12.4.2. The pier will be vetted prior to the ships arrival.

12.4.3. The Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

12.4.5. The Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

12.5. Floating Line of Demarcation (CLIN XX12AC)

12.5.1. The Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FPM is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FPM is not designed to stop approaching unauthorized watercraft by fouling their propellers. Rather it is to help identify a safe standoff zone.

12.5.2. The Contractor shall comply with the specification of the FLD in Attachment 4.

12.6. RESERVED – (CLIN XX12AD - Perimeter Fencing)

12.7. RESERVED – (CLIN XX12AE, XX12AF, XX12AG, XX12AH - Physical Security Barriers)

12.8. Picket Boats (CLIN XX12AJ)

12.8.1. The Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

12.8.2. The Contractor shall comply with Attachment 4 for picket boat operations.

12.9. Portable Latrine (CLIN XX12AK)

12.9.1. The Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

12.9.2. The Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

12.9.3. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

12.9.4. The Contractor shall clean latrines twice daily.

12.10. RESERVED – (CLIN XX12AL - Portable Lighting)

12.11. Armed and Unarmed Security Guard Services (CLIN XX12AM, XX12AN, XX12AP, XX12AQ, XX12AR, XX12AS. XX12AT, XX12AU)

12.11.1. The Contractor shall provide security guards to patrol in picket boats and at pier side to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

12.11.2. The Contractor shall comply with Attachment 5 for security guard operations.

12.12. Armed Escort and Transportation of Weapons and Ammunition (CLIN XX12AV, XX12AW, XX12AX AND XX12AY). The Contractor shall provide armed escort and transportation of weapons and ammunitions in accordance with Attachment 6.

12.13. Storage of Controlled Weapons and Ammunitions (CLIN XX12AZ) The Contractor shall provide storage services for controlled weapons and ammunitions in accordance with Attachment 9.

12.14. Two Way Radios (CLIN XX12BA) The Contractor shall provide two way radio sets capable of communicating with the ship to designated individuals.

12.15. Handheld Explosive Detectors (CLIN XX12BB) The Contractor shall provide handheld explosive explosive detectors capable of detecting explosives.

12.16. Handheld Metal Detectors (CLINXX 12BC) The Contractor shall provide handheld metal detectors capable of detecting metal.

12.17. Walk thru Metal Detectors (CLIN XX12BD) The Contractor shall provide walk thru metal detectors capable of detecting metal.

12.18. X-ray machines (CLIN XX12BE) The Contractor shall provide X-ray machines that are capable of X-raying hand carried luggage and bags to determine its contents.

13. FORKLIFT WITH OPERATOR (CLIN XX13) The Contractor shall provide forklifts with operators for loading and unloading operations. Sizes in the schedule indicate the maximum lifting capacity of the forklift.

14. FUEL (CLIN XX14)

14.1. The Contractor shall provide fuel barges in accordance with CLIN XX14 to support fueling and de-fueling operations between Sembawang Terminal and the requesting vessel. All barges provided shall have suitable fendering to prevent damage to the ship.

14.2. The Contractor shall load the ordered fuel at Sembawang Terminal and transport to the ship. The Contractor shall transfer the fuel from the fuel barge to the ship. The Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

14.3. The Contractor shall use an independent, certified, and licensed surveyor to (i) inspect the fuel barge for cleanliness prior to loading; (ii) survey quality and quantity of fuel loaded onto the fuel barge and; (iii) survey the quantity of fuel discharged to the receiving vessel and any quantity remaining in the fuel barge.

14.3.1. The Contractor shall in the presence of the barge operator and the fuel supplier inspect the fuel barge for cleanliness prior to the loading of fuel. The Contractor shall coordinate the loading program. Volume and weight determination shall be made to ensure that correct quantity and quality of fuel ordered is loaded onto the barge. The fuel shall be locked and sealed to ensure the integrity of the quantity and quality when received by receiving vessel.

14.3.2. The Contractor shall coordinate the discharge of fuel from the fuel barge to the receiving vessel.

14.4. Disposition of U.S. Government Fuel de-fueled or not taken by requesting vessel.

14.4.1. Upon notification by the Contractor's barge operator that there is Government fuel remaining in the fuel barge, or when fuel is taken out of a vessel to undergo maintenance or repair work, the procedure in this paragraph shall apply. The Contractor shall use the independent, certified and licensed surveyor to survey the fuel barge to determine quantity of fuel left in the barge and shall within 24 hours inform NRCC Fuel Specialist and Contracting Officer of the quantity remaining. The Contractor shall then follow the guidelines in Para. 14.4.2. for the disposition of the remaining fuel unless otherwise instructed by the Contracting Officer.

14.4.2. The following guidelines shall be followed for the disposition of fuel:

14.4.2.1. Under certain circumstances, it is not practicable for the Contractor to sell the fuel and reimburse the proceeds to the Government, because small amounts of fuel cost more to dispose than the revenue produced. Accordingly, the Contractor is authorized to dispose of remaining fuel and to retain any proceeds as a disposal fee under the following conditions:

14.4.2.1.1. Sub-CLINs XX14 AB, AC, AD fuel barge were used and the quantity of fuel remaining is less than 2,500 gal.

14.4.2.1.2. Sub-CLINs XX14 AE fuel barge were used and the quantity of fuel remaining is less than 8,000 gal.

14.4.2.1.3. Sub-CLINs XX14 AG or AH fuel barge were used and the quantity of fuel remaining is less than 12,000 gal.

14.4.2.2. If for any of the Sub-CLINs, the quantity of fuel remaining in the barge exceeds the limits set in paragraphs 14.4.2.1., the Contractor shall return the remaining fuel to Sembawang Terminal. If the Terminal refuses to take the fuel back for any reason, the Contractor is authorized to and shall dispose of the remaining fuel in accordance with Paragraph 14.4.3. Documentation of the Terminal's refusal to accept the fuel shall be retained by the contractor and provided with the reimbursement documents described in Paragraph 14.4.3.2.

14.4.3. The Contractor is authorized to and shall sell the remaining fuel in the open market within a maximum of one working day from the date of discharge to the receiving U.S. Navy vessel and return the proceeds to the U.S. Government.

14.4.3.1. The Contractor shall obtain 3 quotes as specified in the following web site http://www.singaporemaritimeportal.com/ and sell the fuel at a competitive rate that represents the best value to the U.S. Government.

14.4.3.2. The Contractor shall reimburse the full amount received from the sale of the fuel back to NRCC Singapore within three (3) days upon receipt of payment for the transaction. NRCC shall ensure that amounts received will be credited to DESC. Documentation of obtaining three (3) quotes and the prevailing rate used for the sale shall be submitted with the reimbursement.

14.4.3.3. The Contractor is entitled to a disposal fee for the sale of the fuel.

14.4.3.4. The Contractor shall be responsible to minimize fuel barge rental cost when effecting the sale of the remaining fuel.

14.5. The Contractor shall retain surveyor reports for all fuel operations. They shall include at a minimum the certification of cleanliness of the barge; quantity loaded onto the fuel barge; quantity discharged to the receiving vessel; quantity remaining in the fuel barge after discharge, if any; and disposition of any remaining fuel. These reports shall be made available to the Government upon their request.

14.6. After receipt of proper order for fuel barge operations, the Contractor shall provide the barge and crew details to the NRCC ordering officer at least 24 hours prior to start of work in order to coordinate PSA Sembawang Wharf clearance and berthing availability.

14.7. All costs associated with de-fueling and/or fueling shall be the responsibility of the requesting vessel. This shall include cost of the independent fuel surveyor, rental of the fuel barge and the cost of the sale of excess fuel.

15. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX15)

15.1. The Contractor shall remove and dispose of garbage and trash from the ship.

15.2. The Contractor shall provide dedicated refuse bins to the ship.

15.3. If collection is done by sea, the Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship, and at least four (4) mooring lines to secure alongside the ship.

15.4. The Contractor shall collect all loose refuse placed adjacent to refuse bins.

15.5. The Contractor shall immediately clean up any spilled refuse.

15.6. The Contractor shall properly dispose of all collected refuse.

16. RESERVED – (CLIN XX16 - LINESBOATS)

17. LINE HANDLERS (CLIN XX17)

17.1. The Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier.

17.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

18. MANLIFT (WITHOUT OPERATOR) (CLIN XX18)

18.1. The Contractor shall provide a manlift with a full fuel tank.

18.2. The contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 each morning.

18.3. The Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The Contractor shall maintain documentation of ship personnel acknowledgement of the training.

19. MATERIAL HANDLING (CLIN XX19) LIGHTERAGE (CLIN XX19AA, XX19AB & XX19AC) The Contractor shall provide lighterage (water transportation) services for cargo and provisions between Changi Naval Base and Man-of-War anchorage. All material handling items shall include required barges (with adequate self-fendering equipment and personnel.

19.1. A trip (TP) is defined as a single trip from point A to point B. An example would be for lighterage services from Changi Naval Base to Vessel at Man-of-War Anchorage.

19.2. The Contractor shall use forklifts and cranes from The Schedule.

20. MISCELLANEOUS (CLIN XX20)

20.1. TOILET CLEANING (CLIN XX20AA)

20.1.1. The Contractor shall provide toilet cleaning three times daily at Clifford Pier.

20.1.2. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

20.2. RESERVED – (CLIN XX20AB - VARIOUS)

21. OIL BOOMS (CLIN XX21)

21.1. Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water.

21.2. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

21.3. The Contractor shall dispose all oil waste caught in the Oil Boom.

21.4. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

22. OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX22)

22.1. The Contractor shall remove oily waste and aggregate water from the ship.

22.2. The Contractor shall pump oily waste and aggregate water from the ship to Contractor provided equipment.

22.3. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship duty engineer shall verify in writing the amount removed.

22.4. The contractor shall provide hoses of sufficient length from contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

22.5. When removal is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines to secure alongside the ship.

22.6. The Contractor shall properly dispose of all oily waste and aggregate water.

23. PAINT FLOAT (CLIN XX23)

23.1. The Contractor shall provide paint floats to hold personnel painting the ship.

23.2. The paint float deck shall be between two (2) to three (3) meters above the waterline and the scaffolding shall be no higher than 3.5 meters from the deck.

23.3. The ship is responsible to secure the paint float to the ship if rented for more than one day.

24. PILOTS (CLIN XX24) - The Contractor shall provide pilots to navigate the ship to and from the berthing locations.

25. POTABLE WATER (CLIN XX25) - The Contractor shall deliver fresh, potable water to the intake hose of the requesting ship in accordance with Attachment 7.

26. RESERVED – (CLIN XX26 - PRATIQUE)

27. REEFER CONTAINER (CLIN XX27)

27.1. The Contractor shall provide reefer containers with power source for refrigerated storage.

27.2. The Contractor shall provide diesel generators with fuel and properly sized to operate reefers continuously. Generators shall emit sound levels of less than 84 decibels.

27.3. The Contractor shall make all power connections between the generator and reefer.

27.4. The Contractor shall operate the reefer at the temperature specified by the ship.

28. SHORE POWER (CLIN XX28)

28.1. The Contractor shall provide diesel generators with fuel along side the ship to supply shore power to the vessel. Generators shall emit sound levels of less than 84 decibels.

28.2. The Contractor shall provide all cables and make all power connections between the generator and ship.

29. SHORE STEAM (CLIN XX29) - The Contractor shall provide Shore Steam to the ship.

30. STEVEDORES (CLIN XX30) - The Contractor shall provide stevedores and supervisors for general labor.

31. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX31)

31.1. The Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

31.2. The Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

32. TRANSPORTATION VEHICLES (CLIN XX32)

32.1. The Contractor shall provide vehicle service with drivers for official government business.

32.2. The Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

32.3. The Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

32.4. The Contractor shall provide drivers who can speak and understand English clearly.

32.5. The Contractor shall provide only vehicles with air conditioning.

32.6. The Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

32.7. The Contractor shall return all items left in rental vehicles to the ship's SUPPO or to NRCC Singapore LSC if the ship has departed.

32.8. The Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

33. TUGS (CLIN XX33)

33.1. The Contractor shall provide tugs to bring ships to and from berthing locations.

33.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

33.3. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

34. WATER TAXIS (CLIN XX34)

34.1. The Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 8.

34.2. The Contractor shall return all items left in water taxis to the ship's SUPPO.

34.3. The Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times.

34.4. The Contractor shall also provide Outer Port Limit (OPL) water taxis to transfer ship personnel to and from the ship and the pier per Attachment 8. OPL water taxi unit price shall be inclusive of launch, berthage, crew security, porterage, custom, and all other charges.

35. REPORTS (CLIN XX35)

35.1. CRAFT REPORT (CLIN XX 35AA): The Contractor shall prepare and submit a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit C – CRAFT Report. The report shall be submitted to the NRCC Contracting Officer or designated representative within five working days of each ship's departure.

35.2. QUARTERLY REPORT (CLIN XXAB): The Contractor shall submit a QUARTERLY report to the Contracting Officer, summarizing ports visited, ships visiting, days in port, by item and sub-line item the amount in the currency of the contract, and in U.S. Dollars, paid under each task order (T.O.) during each reporting period. A copy of each T.O. placed against this contract during the reporting period will be included as an enclosure. The reports shall be presented in the CRAFT format of this contract.

The following have been deleted:
SECTION C1

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00005	11-Dec-2006	N6804706RCSG01A	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. NAVAL REGIONAL CONTRACTING CENTER REGIONAL CONTRACTS PSA SEMBAWANG TERMINAL BUILDING 7-4,DEPTFORD ROAD SINGAPORE 759657	N68047

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N68047-06-D-0003
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 22-Dec-2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Option to Extend the Term of the Contract, FAR 52.217-9 (MAR 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzpnt01075018

1. The purpose of this modification is to exercise Option Year I of the above contract for husbanding services, Singapore in accordance with Section I, Contract Clauses paragraph (q), Option to Extend the Term of the Contract (FAR 52.217-9) (MAR 2000).

2. As a result of this modification the estimated total contract value is increased from US$4,256,730.50 by US$4,256,730.50 to a new estimated total of US$8,513,461.00.

3. The period of performance of the option period is from 01 Jan 2007 through 31 Dec 2007.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6), (b)(7)(C)	16C. DATE SIGNED 11-Dec-2006
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $4,256,730.50 from $4,256,730.50 to $8,513,461.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 1001

The option status has changed from Option to Option Exercised.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00004	02-Nov-2006	N6804706RCSG01A	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. NAVAL REGIONAL CONTRACTING CENTER REGIONAL CONTRACTS PSA SEMBAWANG TERMINAL BUILDING 7-4,DEPTFORD ROAD SINGAPORE 759657	N68047	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N68047-06-D-0003
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 22-Dec-2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nyssnc01072575

This modification is issued to include warranted Contracting Officers or their representatives of U.S. Fleet and Industrial Supply Center (FISC) Detachment (DET) Singapore, to place orders against this contract.

See Summary of Changes

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 02-Nov-2006

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION I - CONTRACT CLAUSES

Paragaph (b) of FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (OCT 2003) ADDENDUM, has been modified to read as follows:

(b) ORDERING ITEMS ON CONTRACT- Authorized Ordering. Only Authorized Government Representatives (AGRs) can place orders against this contract. AGRs for this contract are:

- Warranted ship Supply Officers (SUPPOs) and Assistant Supply Officers (ASUPPOs) of the ship visiting the port.
- Any NRCC Singapore warranted KO or their authorized representative.
- U.S. Fleet and Industrial Supply Center (FISC) Detachment (DET) Singapore warranted KO or their authorized representative.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00003	14-Aug-2006	N6804706RCSG01A	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. FLEET AND INDUSTRIAL SUPPLY CENTER DET SINGAPORE BUILDING 7-4 PSA SEMBAWANG TERMINAL DEPTFORD ROAD SINGAPORE 759657	N40345	U.S. NAVAL REGIONAL CONTRACTING CENTER REGIONAL CONTRACTS PSA SEMBAWANG TERMINAL BUILDING 7-4,DEPTFORD ROAD SINGAPORE 759657	N68047

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
GLENN DEFENSE MARINE (ASIA) PTE LTD MR. LEONARD FRANCIS 404 TELOK BLANGAH ROAD SINGAPORE 098840		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N68047-06-D-0003
CODE QB341 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 22-Dec-2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
Mututal Agreement & FAR 52.243-1, Changes

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nzzpnt010612884

This modification is issued to incorporate new language on Pre-Sailing Visit under the Statement of Work for Clins XX01 and XX02 Paragrah 1.3 as highlighted.
(Requisition No. N4034506RCSG0023)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		(b)(6), (b)(7)(C) CONTRACTING OFFICER TEL: (b)(6), (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 14-Aug-2006

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

SECTION C2 – STATEMENT OF WORK

TASKS: The Contractor shall perform the following tasks when ordered by an AGR.

1. MANAGEMENT SERVICES (CLINs XX01 and XX02) (Attachment 2 – Classifications of Navy Ships)

1.1. PRE-ARRIVAL HUSBANDING DUTIES

1.1.1. The Contractor shall communicate with the ship to coordinate requirements.

1.1.2. The Contractor shall order requested services and supplies.

1.1.3. The contractor shall furnish to each ship a CRAFT cost estimate in response to the receipt of a ship's Logistic Requirements' (LOGREQ) message. This estimate will be prepared using the CRAFT spreadsheet format, and will include estimated quantities and prices for all items submitted on the ship's LOGREQ whether pre-priced in the contract or non-contract items. It will not be sufficient to simply say that the estimated price is "per contract" or "per Port Tariff". This estimate shall be provided to the ship within two (2) working days after receipt of the LOGREQ but no later than 24 hours prior to the ship’s arrival, shall also include cost saving or avoidance recommendations, and will explain any anticipated “additional” costs.

1.1.4. These estimates shall be provided for all US Navy, Military Sea-lift Command (MSC), US Coast Guard, and any other US Government ship visiting the port.

1.1.5. The LOGREQ cost estimate does not replace the Husbanding Contractor's requirement to respond to the activity authorized to pass a LOGREQ on behalf of the ship, such as the Port Services Officer or the Naval Attaché’ at the U. S. Defense Attaché Office.

1.1.6. The Contractor shall prepare and stage all required supplies and equipment prior to the ship’s arrival. Staging may be as required by each location.

1.1.7. The Contractor shall coordinate with other US government contractors in performing their required services. This includes passing orders and coordinating delivery requirements. For example, the HS Contractor would coordinate Provisioning contractors delivery dates, times, forklifts, cranes, stevedores, inspections, or any other item needed for them to perform their work at the berth.

1.1.8. The Contractor shall assist the ship’s Advance Party to include planning and coordination meetings.

1.2. POST-ARRIVAL HUSBANDING DUTIES

1.2.1. The Contractor shall Husband the ship when at the berthing location.

1.2.2. The Contractor shall install all equipment upon ship arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, steps, and telephones.

1.2.3. The Contractor shall board each ship as soon as practicable after arrival, but in no case more than two (2) hours after the ship's arrival.

1.2.4. The Contractor shall brief the designated ship representative about Contractor provided services upon arrival. This briefing shall include what was ordered, cost information, and scheduled times and dates for delivery. Also, the contractor will provide their POC information with 24-hour contact phone numbers.

1.2.5. The Contractor shall provide a copy of Overview, The Schedule and SOW to the SUPPO.

1.2.6. Money Exchange Services

1.2.6.1. Moneychangers: The Contractor shall arrange for authorized moneychangers to exchange ship personnel U.S. dollars with local currency. The moneychangers may include a nominal commission of no more than plus or minus 1.5% difference from the Official Rate as stated below.

1.2.6.2. The Contractor shall determine an Official Exchange Rate based on local bank published exchange rates for U.S. dollars for that day. This Official Rate will be used for financial conversions not covered by payments in U.S. dollars.

1.2.7. RESERVED – (Laundry Services)

1.2.8. RESERVED – (Interpreter Services)

1.2.9. RESERVED – (Mail Delivery Service)

1.2.10. The Contractor shall refer all inquiries about tours, travel, recreation or entertainment to the NRCC Singapore Morale, Welfare & Recreation (MWR) Office or designated contractor. Only MWR may sell, offer to sell, or collect a fee for booking or providing accommodations, tours, travel, recreation or entertainment to the ship's crew.

1.2.11. The Contractor shall coordinate with other US Government contractors in performing their required services. Example would be coordinating provisioning contractor delivery times, dates, and equipment needed.

1.2.12. The Contractor shall facilitate the ship's timely departure.

1.2.12.1. The Contractor shall provide a cost estimate of provided services and supplies to the ship SUPPO prior to departure.

1.2.12.2. The Contractor must obtain an acceptable written receipt from an authorized ship personnel accepting all services or supplies provided.

1.2.12.3. The Contractor shall remove all provided equipment.

1.3. The Contractor shall schedule and make a visit to the ship one day prior to its sailing date at a time permitting the presentation of invoices. At that time, the Contractor shall present an invoice for services provided under this contract which can be certified for receipt and finalized for payment. The Contractor will obtain a valid requisition, including accounting data, for any outstanding ship obligations which cannot be liquidated prior to ship’s departure, for future modification by the Ordering Officer. The invoices for services not yet liquidated will be processed as the Contractor’s best estimate and an adjustment will be made later.

1.3.1. The Contractor shall also provide any invoices for port tariff items which have been completed for certification by the ship’s Supply Officer.

1.3.2. Copies of all invoices presented to the ship shall be provided to the Contracting Officer, within five working days from the departure of the visiting vessel.

2. RESERVED - Not to be used.

3. BREASTING AND FENDERING BARGE (CLIN XX03)

3.1. The Contractor shall provide a breasting barge alongside the ship. The barge shall be able to tie up water taxis, have a non-slip surface for passengers entering or leaving water taxis, and have a surface smooth enough to allow the accommodation ladder to roll freely. The barge shall have suitable self-fendering to prevent damage to the ship and have a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

3.2. The Contractor shall place fenders between the breasting barge and the ship.

3.3. The Contractor shall provide a barge to use as a buffer or as part of a fendering system between the ship and the pier or between other ships. The barge shall have a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

4. BROW (CLIN XX04)

4.1. The Contractor shall provide brows for entry to and from the pier. Metal planking should also be used as necessary in order to not to damage the surface of the pier.

4.2. Due to the dramatic height difference between the submarine deck and pier, the contractor provided submarine brow must afford personnel a smooth and safe transit when entering or exiting the submarine deck. Also, the submarine brow must be capable of supporting shore power cables without damaging the cable.

5. CAMELS (CLIN XX05) - The Contractor shall provide camels as fenders for the ship.

6. COLLECTION, HOLDING AND TRANSFER (CHT) SEWAGE REMOVAL AND DISPOSAL (CLIN XX06)

6.1. The Contractor shall remove sewage from the ship commencing within one (1) hour of the ship's arrival and up to one (1) hour before the ship's departure.

6.2. The Contractor shall pump sewage from the ship to Contractor provided equipment. If a holding tank is used it will be emptied prior to reaching 90% full capacity.

6.3. The Contractor shall accurately measure sewage removed from the ship. The ship duty engineer shall verify in writing the amount of discharged CHT.

6.4. The contractor shall provide CHT hoses of sufficient length from contractor equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.

6.5. When collection of CHT is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to vessel and with a minimum of four (4) mooring lines to secure alongside the ship.

6.6. The Contractor shall properly dispose of all sewage in accordance with C1. Paragraph 14. Standards For Professional Services.

6.7. A port surcharge may be levied for CHT services at Sembawang Shipyard. The applicable surcharge will be calculated using the total cost of CHT services. An example would be where a surcharge of 15% is levied. If the total cost of CHT removal and disposal is US$5,000.00 then the surcharge would be US$750.00.

7. COMMUNICATION SERVICES & EQUIPMENT (CLIN XX07)

7.1. The Contractor shall arrange for landlines to be installed aboard the ship.

7.2. The Contractor shall provide fully charged, mobile hand phones with charges capable of using dual voltage.

7.3. The Contractor shall provide activation, auto-roaming, long distance accounts, and airtime for land and hand phones.

8. CRANE (CLIN XX08) - The Contractor shall provide cranes with operators, required assistant personnel, and support equipment such as slings, lifting bars, and nets. When ordered, the Contractor is required to provide mobile crane services (shore crane and floating crane) with operator. The Contractor shall co-ordinate with local Port Authorities as necessary to ensure that the services are available as required and at the times requested. The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

9. RESERVED – (CLIN XX09 - DOCKAGE AND WHARFAGE FEE)

10. FENDERS (CLIN XX10) - The Contractor shall provide Yokohama-type fenders with a minimum of two (2) mooring lines.

11. FLEET LANDING (CLIN XX11) - The Contractor shall provide a Fleet Landing site at designated piers. The Fleet Landing includes a water taxi drop off point and should be large enough to conduct FP operations.

12. FORCE PROTECTION (CLIN XX12)

12.1. General: (CLINs XX01 & XX02) The Contractor is responsible for providing or coordinating listed Force Protection services as part of their Management Services. The Contractor will follow the requirements below unless directed differently by the ship's Security Officer, Advance Party FP Officer, or AGR.

12.1.1. Access Points: The Contractor shall establish a single entry and exit point to the pier area.

12.1.2. Security Clearance: Under no circumstances shall any services be substituted due to inability to obtain security clearances.

12.1.3. Personnel Identification: The Contractor shall positively identify all personnel before allowing access to the pier area and be able to easily identify them while working.

12.1.3.1. Background Checks. The Contractor shall run security background checks on employees with local or national police departments or other government organizations. The Contractor shall not use employees who fail this background investigation.

12.1.3.2. The Contractor shall issue photo identification badges to their personnel and ensure subcontractor personnel have photo identification badges. Badges should be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge to be visible at all times.

12.1.3.3. The Contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

12.1.4. Access Lists: The contractor shall develop a daily list of authorized personnel, vehicles and vessels who may have access to the ship area. This list will be given to ship FP officers, security guards, and other contractors as required.

12.1.4.1. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work.

12.1.4.2. For vehicles, the list will include a description of the vehicle, license plate number, drivers name, time and duration of visit, and purpose of their work.

12.1.4.3. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.

12.1.5. Inspections. The Contractor shall inform company and sub-contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled environment. If they go outside the controlled area they must be re-inspected before continuing their work.

12.1.6. Stand-Off Distances:

12.1.6.1. Objects: The Contractor shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.1.6.2. Unloading Zones: The Contractor shall establish unloading zones at least 400 feet (125 meters) away from the ship or to the maximum extent practicable.

12.1.7 RESERVED – (Warning Signs)

12.2. Non-Contract FP Measures: The contractor is prohibited from providing any requested FP measures that are not included in this contract unless approval is obtained from the NRCC Singapore KO. The Contractor must explain what the FP service will entail and why it is being required. The KO will coordinate this requirement with appropriate FP personnel at NRCC and COMLOGWESTPAC. Once a decision is made then the contractor will be either authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.

12.3. RESERVED – (CLIN XX12AA - Beach Guard Office or Tent)

12.4. Dive and Vetting Operations (CLIN XX12AB)

12.4.1. The Contractor shall arrange for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, they shall not attempt to defuse or remove the device. They shall immediately report the device to the ship and local authorities.

12.4.2. The pier will be vetted prior to the ships arrival.

12.4.3. The Contractor shall vet all watercraft at least 400 feet (125 meters) from the ship or to the maximum extent practicable.

12.4.4. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel.

12.4.5. The Contractor may provide two armed or unarmed guards to be in the boat for the vetting operation. Purpose of the guards is similar to guards in Picket Boats.

12.5. Floating Line of Demarcation (CLIN XX12AC)

12.5.1. The Contractor shall provide a Floating Line of Demarcation (FLD) to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FPM is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not be entering. The Picket Boats will patrol outside of this visual reference. The FPM is not designed to stop approaching unauthorized watercraft by fouling their propellers. Rather it is to help identify a safe standoff zone.

12.5.2. The Contractor shall comply with the specification of the FLD in Attachment 4.

12.6. RESERVED – (CLIN XX12AD - Perimeter Fencing)

12.7. RESERVED – (CLIN XX12AE, XX12AF, XX12AG, XX12AH - Physical Security Barriers)

12.8. Picket Boats (CLIN XX12AJ)

12.8.1. The Contractor shall provide picket boats to protect the ship from all waterborne threats whether above or below the water. They shall immediately warn the ship of all perceived threats and keep unauthorized vessels or personnel out of the exclusion zone.

12.8.2. The Contractor shall comply with Attachment 4 for picket boat operations.

12.9. Portable Latrine (CLIN XX12AK)

12.9.1. The Contractor shall provide portable, water-flushed or chemical-type latrines with hand-washing facilities, toilet paper, hand soap, and paper towels.

12.9.2. The Contractor shall empty the holding tank prior to it reaching 90% full capacity and provide water as required.

12.9.3. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

12.9.4. The Contractor shall clean latrines twice daily.

12.10. RESERVED – (CLIN XX12AL - Portable Lighting)

12.11. Armed and Unarmed Security Guard Services (CLIN XX12AM, XX12AN, XX12AP, XX12AQ, XX12AR, XX12AS. XX12AT, XX12AU)

12.11.1. The Contractor shall provide security guards to patrol in picket boats and at pier side to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas.

12.11.2. The Contractor shall comply with Attachment 5 for security guard operations.

12.12. Armed Escort and Transportation of Weapons and Ammunition (CLIN XX12AV, XX12AW, XX12AX AND XX12AY). The Contractor shall provide armed escort and transportation of weapons and ammunitions in accordance with Attachment 6.

12.13. Storage of Controlled Weapons and Ammunitions (CLIN XX12AZ) The Contractor shall provide storage services for controlled weapons and ammunitions in accordance with Attachment 9.

12.14. Two Way Radios (CLIN XX12BA) The Contractor shall provide two way radio sets capable of communicating with the ship to designated individuals.

12.15. Handheld Explosive Detectors (CLIN XX12BB) The Contractor shall provide handheld explosive explosive detectors capable of detecting explosives.

12.16. Handheld Metal Detectors (CLINXX 12BC) The Contractor shall provide handheld metal detectors capable of detecting metal.

12.17. Walk thru Metal Detectors (CLIN XX12BD) The Contractor shall provide walk thru metal detectors capable of detecting metal.

12.18. X-ray machines (CLIN XX12BE) The Contractor shall provide X-ray machines that are capable of X-raying hand carried luggage and bags to determine its contents.

13. FORKLIFT WITH OPERATOR (CLIN XX13) The Contractor shall provide forklifts with operators for loading and unloading operations. Sizes in the schedule indicate the maximum lifting capacity of the forklift.

14. FUEL (CLIN XX14)

14.1. The Contractor shall provide fuel barges in accordance with CLIN XX14 to support fueling and de-fueling operations between Sembawang Terminal and the requesting vessel. All barges provided shall have suitable fendering to prevent damage to the ship.

14.2. The Contractor shall load the ordered fuel at Sembawang Terminal and transport to the ship. The Contractor shall transfer the fuel from the fuel barge to the ship. The Contractor shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations.

14.3. The Contractor shall use an independent, certified, and licensed surveyor to (i) inspect the fuel barge for cleanliness prior to loading; (ii) survey quality and quantity of fuel loaded onto the fuel barge and; (iii) survey the quantity of fuel discharged to the receiving vessel and any quantity remaining in the fuel barge.

14.3.1. The Contractor shall in the presence of the barge operator and the fuel supplier inspect the fuel barge for cleanliness prior to the loading of fuel. The Contractor shall coordinate the loading program. Volume and weight determination shall be made to ensure that correct quantity and quality of fuel ordered is loaded onto the barge. The fuel shall be locked and sealed to ensure the integrity of the quantity and quality when received by receiving vessel.

14.3.2. The Contractor shall coordinate the discharge of fuel from the fuel barge to the receiving vessel.

14.4. Disposition of U.S. Government Fuel de-fueled or not taken by requesting vessel.

14.4.1. Upon notification by the Contractor's barge operator that there is Government fuel remaining in the fuel barge, or when fuel is taken out of a vessel to undergo maintenance or repair work, the procedure in this paragraph shall apply. The Contractor shall use the independent, certified and licensed surveyor to survey the fuel barge to determine quantity of fuel left in the barge and shall within 24 hours inform NRCC Fuel Specialist and Contracting Officer of the quantity remaining. The Contractor shall then follow the guidelines in Para. 14.4.2. for the disposition of the remaining fuel unless otherwise instructed by the Contracting Officer.

14.4.2. The following guidelines shall be followed for the disposition of fuel:

14.4.2.1. Under certain circumstances, it is not practicable for the Contractor to sell the fuel and reimburse the proceeds to the Government, because small amounts of fuel cost more to dispose than the revenue produced. Accordingly, the Contractor is authorized to dispose of remaining fuel and to retain any proceeds as a disposal fee under the following conditions:

14.4.2.1.1. Sub-CLINs XX14 AB, AC, AD fuel barge were used and the quantity of fuel remaining is less than 2,500 gal.

14.4.2.1.2. Sub-CLINs XX14 AE fuel barge were used and the quantity of fuel remaining is less than 8,000 gal.

14.4.2.1.3. Sub-CLINs XX14 AG or AH fuel barge were used and the quantity of fuel remaining is less than 12,000 gal.

14.4.2.2. If for any of the Sub-CLINs, the quantity of fuel remaining in the barge exceeds the limits set in paragraphs 14.4.2.1., the Contractor shall return the remaining fuel to Sembawang Terminal. If the Terminal refuses to take

the fuel back for any reason, the Contractor is authorized to and shall dispose of the remaining fuel in accordance with Paragraph 14.4.3. Documentation of the Terminal's refusal to accept the fuel shall be retained by the contractor and provided with the reimbursement documents described in Paragraph 14.4.3.2.

14.4.3. The Contractor is authorized to and shall sell the remaining fuel in the open market within a maximum of one working day from the date of discharge to the receiving U.S. Navy vessel and return the proceeds to the U.S. Government.

14.4.3.1. The Contractor shall obtain 3 quotes as specified in the following web site http://www.singaporemaritimeportal.com/ and sell the fuel at a competitive rate that represents the best value to the U.S. Government.

14.4.3.2. The Contractor shall reimburse the full amount received from the sale of the fuel back to NRCC Singapore within three (3) days upon receipt of payment for the transaction. NRCC shall ensure that amounts received will be credited to DESC. Documentation of obtaining three (3) quotes and the prevailing rate used for the sale shall be submitted with the reimbursement.

14.4.3.3. The Contractor is entitled to a disposal fee for the sale of the fuel.

14.4.3.4. The Contractor shall be responsible to minimize fuel barge rental cost when effecting the sale of the remaining fuel.

14.5. The Contractor shall retain surveyor reports for all fuel operations. They shall include at a minimum the certification of cleanliness of the barge; quantity loaded onto the fuel barge; quantity discharged to the receiving vessel; quantity remaining in the fuel barge after discharge, if any; and disposition of any remaining fuel. These reports shall be made available to the Government upon their request.

14.6. After receipt of proper order for fuel barge operations, the Contractor shall provide the barge and crew details to the NRCC ordering officer at least 24 hours prior to start of work in order to coordinate PSA Sembawang Wharf clearance and berthing availability.

14.7. All costs associated with de-fueling and/or fueling shall be the responsibility of the requesting vessel. This shall include cost of the independent fuel surveyor, rental of the fuel barge and the cost of the sale of excess fuel.

15. GARBAGE AND TRASH REMOVAL & DISPOSAL (CLIN XX15)

15.1. The Contractor shall remove and dispose of garbage and trash from the ship.

15.2. The Contractor shall provide dedicated refuse bins to the ship.

15.3. If collection is done by sea, the Contractor shall provide a trash barge 24 hours a day with suitable fendering to prevent damage to the ship, and at least four (4) mooring lines to secure alongside the ship.

15.4. The Contractor shall collect all loose refuse placed adjacent to refuse bins.

15.5. The Contractor shall immediately clean up any spilled refuse.

15.6. The Contractor shall properly dispose of all collected refuse.

16. RESERVED – (CLIN XX16 - LINESBOATS)

17. LINE HANDLERS (CLIN XX17)

17.1. The Contractor shall provide line handlers to secure and unsecure mooring lines from the ship to the pier.

17.2. Line handlers shall have all required safety equipment to perform the job. Examples are floating vests, gloves, and hard hats.

18. MANLIFT (WITHOUT OPERATOR) (CLIN XX18)

18.1. The Contractor shall provide a manlift with a full fuel tank.

18.2. The contractor shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 each morning.

18.3. The Contractor shall conduct training on safety and operating procedures during the turnover with ship personnel. The Contractor shall maintain documentation of ship personnel acknowledgement of the training.

19. MATERIAL HANDLING (CLIN XX19) LIGHTERAGE (CLIN XX19AA, XX19AB & XX19AC) The Contractor shall provide lighterage (water transportation) services for cargo and provisions between Changi Naval Base and Man-of-War anchorage. All material handling items shall include required barges (with adequate self-fendering equipment and personnel.

19.1. A trip (TP) is defined as a single trip from point A to point B. An example would be for lighterage services from Changi Naval Base to Vessel at Man-of-War Anchorage.

19.2. The Contractor shall use forklifts and cranes from The Schedule.

20. MISCELLANEOUS (CLIN XX20)

20.1. TOILET CLEANING (CLIN XX20AA)

20.1.1. The Contractor shall provide toilet cleaning three times daily at Clifford Pier.

20.1.2. The Contractor shall restock toilet paper, hand soap, and paper towels daily.

20.2. RESERVED – (CLIN XX20AB - VARIOUS)

21. OIL BOOMS (CLIN XX21)

21.1. Contractor shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water.

21.2. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

21.3. The Contractor shall dispose all oil waste caught in the Oil Boom.

21.4. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom.

22. OILY WASTE AND AGGREGATE WATER REMOVAL & DISPOSAL (CLIN XX22)

22.1. The Contractor shall remove oily waste and aggregate water from the ship.

22.2. The Contractor shall pump oily waste and aggregate water from the ship to Contractor provided equipment.

22.3. The Contractor shall accurately measure oily waste and aggregate water removed from the ship. The ship duty engineer shall verify in writing the amount removed.

22.4. The contractor shall provide hoses of sufficient length from contractor equipment to the ship with either 2.5" or 4" quick disconnect camlock fittings.

22.5. When removal is done via barge, the Contractor shall provide a barge with suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines to secure alongside the ship.

22.6. The Contractor shall properly dispose of all oily waste and aggregate water.

23. PAINT FLOAT (CLIN XX23)

23.1. The Contractor shall provide paint floats to hold personnel painting the ship.

23.2. The paint float deck shall be between two (2) to three (3) meters above the waterline and the scaffolding shall be no higher than 3.5 meters from the deck.

23.3. The ship is responsible to secure the paint float to the ship if rented for more than one day.

24. PILOTS (CLIN XX24) - The Contractor shall provide pilots to navigate the ship to and from the berthing locations.

25. POTABLE WATER (CLIN XX25) - The Contractor shall deliver fresh, potable water to the intake hose of the requesting ship in accordance with Attachment 7.

26. RESERVED – (CLIN XX26 - PRATIQUE)

27. REEFER CONTAINER (CLIN XX27)

27.1. The Contractor shall provide reefer containers with power source for refrigerated storage.

27.2. The Contractor shall provide diesel generators with fuel and properly sized to operate reefers continuously. Generators shall emit sound levels of less than 84 decibels.

27.3. The Contractor shall make all power connections between the generator and reefer.

27.4. The Contractor shall operate the reefer at the temperature specified by the ship.

28. SHORE POWER (CLIN XX28)

28.1. The Contractor shall provide diesel generators with fuel along side the ship to supply shore power to the vessel. Generators shall emit sound levels of less than 84 decibels.

28.2. The Contractor shall provide all cables and make all power connections between the generator and ship.

29. SHORE STEAM (CLIN XX29) - The Contractor shall provide Shore Steam to the ship.

30. STEVEDORES (CLIN XX30) - The Contractor shall provide stevedores and supervisors for general labor.

31. TENT WITH EQUIPMENT FOR SPECIAL EVENTS (CLIN XX31)

31.1. The Contractor shall provide tents with accessory equipment. The tent package shall include a tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel that emits sound levels of less than 84 decibels.

31.2. The Contractor shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills.

32. TRANSPORTATION VEHICLES (CLIN XX32)

32.1. The Contractor shall provide vehicle service with drivers for official government business.

32.2. The Contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated pick-up point and a specified destination.

32.3. The Contractor shall provide covered trucks with driver. The covered truck shall have a hydraulic lift to facilitate loading and off loading. The driver shall assist with loading and off loading.

32.4. The Contractor shall provide drivers who can speak and understand English clearly.

32.5. The Contractor shall provide only vehicles with air conditioning.

32.6. The Contractor shall jointly inspect each vehicle with an authorized ship's representative, before and after each use.

32.7. The Contractor shall return all items left in rental vehicles to the ship's SUPPO or to NRCC Singapore LSC if the ship has departed.

32.8. The Contractor shall obtain written acknowledgement of vehicle service or one-way transportation service by an authorized ship representative. Trip tickets shall be used to document arrival and departure times, destinations, and type of vehicle.

33. TUGS (CLIN XX33)

33.1. The Contractor shall provide tugs to bring ships to and from berthing locations.

33.2. Tugs shall have a minimum towing capacity of 2,500 horsepower and not less than 35 tons bollard pull.

33.3. Towropes shall be synthetic ropes with a minimum strength of at least 80 tons.

34. WATER TAXIS (CLIN XX34)

34.1. The Contractor shall provide water taxis to transfer ship personnel to and from the ship and the pier in accordance with Attachment 8.

34.2. The Contractor shall return all items left in water taxis to the ship's SUPPO.

34.3. The Contractor shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times.

34.4. The Contractor shall also provide Outer Port Limit (OPL) water taxis to transfer ship personnel to and from the ship and the pier per Attachment 8. OPL water taxi unit price shall be inclusive of launch, berthage, crew security, porterage, custom, and all other charges.

35. REPORTS (CLIN XX35)

35.1. CRAFT REPORT (CLIN XX 35AA): The Contractor shall prepare and submit a Cost Reporting and Forecasting Tool (CRAFT) Report for each ship visit showing what services or supplies were ordered from the contract and what was actually provided. The report format is provided in Exhibit C – CRAFT Report. The report

shall be submitted to the NRCC Contracting Officer or designated representative within five working days of each ship's departure.

35.2. QUARTERLY REPORT (CLIN XXAB): The Contractor shall submit a QUARTERLY report to the Contracting Officer, summarizing ports visited, ships visiting, days in port, by item and sub-line item the amount in the currency of the contract, and in U.S. Dollars, paid under each task order (T.O.) during each reporting period. A copy of each T.O. placed against this contract during the reporting period will be included as an enclosure. The reports shall be presented in the CRAFT format of this contract.

(End of Summary of Changes)